

LEAR CORP

Form 4

August 01, 2008

FORM 4**UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

Check this box
if no longer
subject to
Section 16.
Form 4 or
Form 5
obligations
may continue.
See Instruction
1(b).

**STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF
SECURITIES**

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934,
Section 17(a) of the Public Utility Holding Company Act of 1935 or Section
30(h) of the Investment Company Act of 1940

OMB APPROVAL

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(Print or Type Responses)

1. Name and Address of Reporting Person *
ICAHN CARL C

(Last) (First) (Middle)

C/O ICAHN ASSOCIATES
CORP., 767 FIFTH AVE., SUITE
4700

(Street)

NEW YORK, NY 10153

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading
Symbol
LEAR CORP [LEA]

3. Date of Earliest Transaction
(Month/Day/Year)
07/31/2008

4. If Amendment, Date Original
Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to
Issuer

(Check all applicable)

____ Director ____X__ 10% Owner
____ Officer (give title ____X__ Other (specify
below) below)
see footnotes 1 - 9

6. Individual or Joint/Group Filing(Check
Applicable Line)
____ Form filed by One Reporting Person
X Form filed by More than One Reporting
Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1. Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)	4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)	5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price
Common Stock, par value \$0.01 per share ("Common Stock")	07/31/2008		X/K ⁽¹⁰⁾		307,200	A	\$ 20.81
					12,637,715	I	

please see
footnotes
(1) (2) (3)
(4) (5) (6)
(7)

Common Stock	07/31/2008		J/K ⁽¹⁰⁾		307,200	D	(10)	12,330,515	I
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please see
foofnotes
(1) (2) (3)
(4) (5) (6)
(7)

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Common Stock	07/31/2008	X/K ⁽¹¹⁾	78,800	A	\$ 21.95	12,409,315	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	J/K ⁽¹¹⁾	78,800	D	<u>(11)</u>	12,330,515	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	X/K ⁽¹²⁾	121,600	A	\$ 20.23	12,452,115	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	J/K ⁽¹²⁾	121,600	D	<u>(12)</u>	12,330,515	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	X/K ⁽¹³⁾	243,800	A	\$ 20.23	12,574,315	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	J/K ⁽¹³⁾	243,800	D	<u>(13)</u>	12,330,515	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	X/K ⁽¹⁴⁾	67,700	A	\$ 20.24	12,398,215	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	J/K ⁽¹⁴⁾	67,700	D	<u>(14)</u>	12,330,515	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
Common Stock	07/31/2008	X/K ⁽¹⁵⁾	200,000	A	\$ 20	12,530,515	I	please see footnotes <u>(1)</u> <u>(2)</u> <u>(3)</u> <u>(4)</u> <u>(5)</u> <u>(6)</u> <u>(7)</u>
	07/31/2008	J/K ⁽¹⁵⁾	200,000	D	<u>(15)</u>	12,330,515	I	

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Common
Stock

please see
footnotes
(1) (2) (3)
(4) (5) (6)
(7)

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474
(9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)	5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)	6. Date Exercisable and Expiration Date (Month/Day/Year)	7. Title and Amount of Underlying Securities (Instr. 3 and 4)	8.
				Code	V (A) (D)	Date Exercisable Expiration Date	Title	Amount or Number of Shares
Total Return Swap	\$ 20.81	07/31/2008		X/K ⁽¹⁰⁾	1	⁽¹⁰⁾ 07/31/2008	Common Stock	307,200
Total Return Swap	\$ 21.95	07/31/2008		X/K ⁽¹¹⁾	1	⁽¹¹⁾ 07/31/2008	Common Stock	78,800
Total Return Swap	\$ 20.23	07/31/2008		X/K ⁽¹²⁾	1	⁽¹²⁾ 07/31/2008	Common Stock	121,600
Total Return Swap	\$ 20.23	07/31/2008		X/K ⁽¹³⁾	1	⁽¹³⁾ 07/31/2008	Common Stock	243,800
	\$ 20.24	07/31/2008		X/K ⁽¹⁴⁾	1	⁽¹⁴⁾ 07/31/2008		67,700

Total
Return
Swap

Common
Stock

Total Return Swap	\$ 20	07/31/2008	X/K ⁽¹⁵⁾	1	⁽¹⁵⁾	07/31/2008	Common Stock	200,000
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Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
ICAHN CARL C C/O ICAHN ASSOCIATES CORP. 767 FIFTH AVE., SUITE 4700 NEW YORK, NY 10153		X		see footnotes 1 - 9
HIGH RIVER LIMITED PARTNERSHIP 445 HAMILTON AVENUE SUITE 1210 WHITE PLAINS, NY 10601				see footnotes 1 - 9
KOALA HOLDING LLC 445 HAMILTON AVENUE SUITE 1210 WHITE PLAINS, NY 10601				see footnotes 1 - 9
ICAHN PARTNERS MASTER FUND LP C/O WALKER HOUSE 87 MARY STREET GEORGE TOWN, GRAND CAYMAN, E9 KY1-9001				see footnotes 1 - 9
ICAHN PARTNERS LP 445 HAMILTON AVENUE SUITE 1210 WHITE PLAINS, NY 10601				see footnotes 1 - 9
AREP CAR HOLDINGS CORP. 445 HAMILTON AVENUE SUITE 1210 WHITE PLAINS, NY 10601				see footnotes 1 - 9

Signatures

CARL C.
ICAHN

08/01/2008

__Signature of
Reporting Person

Date

Explanation of Responses:

* If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) High River Limited Partnership ("High River") directly beneficially owns 659,860 shares of Common Stock, Koala Holding LP ("Koala") directly beneficially owns 1,739,131 shares of Common Stock, Icahn Partners LP ("Icahn Partners") directly beneficially owns 4,069,719 shares of Common Stock, Icahn Partners Master Fund LP ("Icahn Master") directly beneficially owns 5,526,235 shares of Common Stock, and AREP Car Holdings Corp. ("AREP Car") directly beneficially owns 335,570 shares of Common Stock.

(2) Barberry Corp. ("Barberry") is the sole member of Hopper Investments LLC ("Hopper") and the sole stockholder of Koala Holding GP Corp. ("Koala GP"). Hopper is the general partner of High River and Koala GP is the general partner of Koala. Icahn Onshore LP ("Icahn Onshore") is the general partner of Icahn Partners and Icahn Offshore LP ("Icahn Offshore") is the general partner of Icahn Master. Icahn Capital LP ("Icahn Capital") is the general partner of each of Icahn Onshore and Icahn Offshore. IPH GP LLC ("IPH") is the general partner of Icahn Capital.

(3) Beckton Corp. ("Beckton") is the sole stockholder of Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP"), which is the general partner of each of Icahn Enterprises L.P. ("IEP") and Icahn Enterprises Holdings L.P. ("IEP Holdings"). Carl C. Icahn is the indirect holder of approximately 91% of the outstanding depositary units representing limited partnership interests in IEP. IEP is the sole limited partner of IEP Holdings, which is the sole member of IPH and the sole stockholder of AREP Car. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by all of the foregoing entities.

(4) Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationship to High River, may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the shares of Common Stock which High River owns. Each of Hopper, Barberry and Mr. Icahn disclaim beneficial ownership of such shares except to the extent of their pecuniary interest therein. Each of Koala GP, Barberry and Mr. Icahn, by virtue of their relationship to Koala, may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the shares of Common Stock which Koala owns. Each of Koala GP, Barberry and Mr. Icahn disclaim beneficial ownership of such shares except to the extent of its pecuniary interest therein.

(5) Each of Icahn Onshore, Icahn Capital, IPH, IEP Holdings, IEP GP, Beckton and Mr. Icahn, by virtue of their relationship to Icahn Partners, may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the shares of Common Stock which Icahn Partners owns. Each of Icahn Onshore, Icahn Capital, IPH, IEP Holdings, IEP GP, Beckton and Mr. Icahn disclaim beneficial ownership of such shares except to the extent of their pecuniary interest therein.

(6) Each of Icahn Offshore, Icahn Capital, IPH, IEP Holdings, IEP GP, Beckton and Mr. Icahn, by virtue of their relationship to Icahn Master, may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the shares of Common Stock which Icahn Master owns. Each of Icahn Offshore, Icahn Capital, IPH, IEP Holdings, IEP GP, Beckton and Mr. Icahn disclaim beneficial ownership of such shares except to the extent of their pecuniary interest therein.

(7) Each of IEP Holdings, IEP GP, Beckton and Mr. Icahn, by virtue of their relationship to AREP Car, may be deemed to indirectly beneficially own (as that term is defined in Rule 13d-3 under the Act) the shares of Common Stock which AREP Car owns. Each of IEP Holdings, IEP GP, Beckton and Mr. Icahn disclaim beneficial ownership of such shares except to the extent of their pecuniary interest therein.

(8) Each of High River, Icahn Partners and Icahn Master has entered into various cash-settled total return swap agreements (each a "Swap") with fixed termination dates and with respect to a notional number of shares of Common Stock ("reference shares") of Lear as set forth in Table II of the Form 3 filed by the Reporting Persons on October 27, 2006 (the "Form 3") and the applicable footnotes thereto. Generally, under each Swap, at termination, the counterparty is obligated to pay to High River, Icahn Partners or Icahn Master, as applicable, in cash, amounts that are determined in part by reference to any increase between an initial reference price per share as set forth in Table II of the Form 3 and the market value of such reference shares on the applicable termination date.

(9) In addition, generally, under each Swap, each of High River, Icahn Partners or Icahn Master, as applicable, is obligated to pay to the counterparty, in cash, amounts that are determined in part by reference to any decrease between the initial reference price per share set forth in Table II of the Form 3 and the market value of such reference shares on the applicable termination date. None of the Swaps provides for any of the Reporting Persons to have direct or indirect voting, investment or dispositive control over any reference shares and, accordingly, the Reporting Persons disclaim any beneficial ownership in any reference shares or other securities, if any, which may be owned by the counterparties to such Swaps.

(10) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on July 21, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 307,200 shares of Common Stock subject to the Swap, the decrease between \$20.81 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

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(11) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on July 24, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 78,800 shares of Common Stock subject to the Swap, the decrease between \$21.95 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

(12) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on August 31, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 121,600 shares of Common Stock subject to the Swap, the decrease between \$20.23 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

(13) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on September 1, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 243,800 shares of Common Stock subject to the Swap, the decrease between \$20.23 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

(14) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on September 5, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 67,700 shares of Common Stock subject to the Swap, the decrease between \$20.24 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

(15) On July 31, 2008, upon the expiration in accordance with its terms of a Swap entered into by High River, Icahn Partners and Icahn Master and a counterparty on September 6, 2006, High River, Icahn Partners and Icahn Master paid to the counterparty an amount representing, for each of the 200,000 shares of Common Stock subject to the Swap, the decrease between \$20.00 (the initial reference price) and \$18.025 (the final valuation price). Pursuant to Rule 16a-4(b) under the Exchange Act, the expiration of this Swap is being reported as a simultaneous purchase (which is exempt from the operation of Section 16(b) of the Exchange Act pursuant to Rule 16b-6(b) under the Exchange Act) and sale of the reference shares.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.

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