
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): May 21, 2009

LEAR CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-11311
(Commission File Number)

13-3386776
(IRS Employer Identification Number)

21557 Telegraph Road, Southfield, MI
(Address of principal executive offices)

48033
(Zip Code)

(248) 447-1500
(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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Section 5 — Corporate Governance and Management

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

(b),(e) On May 21, 2009, Mr. Daniel A. Ninivaggi, Executive Vice President, advised Lear Corporation (the “Company”) that he is resigning as Executive Vice President of the Company effective immediately. Mr. Ninivaggi will remain with the Company in a non-executive position through July 1, 2009. On May 21, 2009, the Company and Mr. Ninivaggi entered into an agreement, effective on July 1, 2009, pursuant to which Mr. Ninivaggi will provide transition services to the Company through December 31, 2009. Mr. Ninivaggi will receive cash compensation of \$100,000 under this agreement. The agreement is attached hereto as Exhibit 10.1 and incorporated herein by reference.

(e) On May 21, 2009, the Company and Mr. James H. Vandenberghe amended his consulting agreement with the Company to (i) extend its termination date by one year to May 31, 2010 and (ii) decrease the compensation payable thereunder from \$700,000 to \$350,000. All other terms of the consulting agreement remain unchanged. The amendment to the consulting agreement is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Section 9 — Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

<u>Exhibit Number</u>	<u>Exhibit Description</u>
10.1	Letter Agreement, dated May 21, 2009
10.2	Amendment to Consulting Agreement, dated May 21, 2009

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.

Lear Corporation

Date: May 21, 2009

By: /s/ Matthew J. Simoncini

Name: Matthew J. Simoncini

Title: Senior Vice President and
Chief Financial Officer

EXHIBIT INDEX

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10.1	Letter Agreement, dated May 21, 2009
10.2	Amendment to Consulting Agreement, dated May 21, 2009



May 21, 2009

Mr. Daniel A. Ninivaggi
[home address]

Dear Dan:

You have resigned as an executive officer of Lear Corporation (the "Company") as of May 21, 2009. However, at the Company's request, you have agreed to remain employed as a non-executive employee through July 1, 2009 at the same level of compensation and benefits as you are currently provided. Upon the termination of your employment on July 1, 2009, the Company shall pay to you any accrued and unpaid salary plus four (4) weeks pay in lieu of accrued and unused vacation time and you agree to execute the release in the form attached as Exhibit A hereto. As we have discussed, thereafter and through December 31, 2009, you agree to provide transition services as reasonably requested by the Company. In consideration of such transition services, the Company shall pay you \$100,000 in a lump sum on or before July 1, 2009. The treatment of your outstanding equity awards will be in accordance with their existing terms as summarized on Exhibit B hereto.

Please confirm your acceptance of these terms by signing on the space provided below and returning this Agreement to the Company by May 28, 2009.

LEAR CORPORATION

By: /s/ Terrence B. Larkin

Terrence B. Larkin

Accepted this 21st day of May, 2009

/s/ Daniel A. Ninivaggi

Daniel A. Ninivaggi



May 21, 2009

Mr. James H. Vandenberghe
[home address]

Dear Jim:

The purpose of this letter is to extend the term of the consulting period set forth in that certain letter agreement between you and Lear Corporation dated November 15, 2007 (the "Agreement"). The Consulting Period (as defined in the Agreement) shall hereby be extended through May 31, 2010, and until such date shall remain subject to all terms and conditions and other provisions in the Agreement as in effect immediately prior to the date of this letter, other than the rate of compensation set forth in paragraph 3.a. of the Agreement, which shall be \$350,000 from June 1, 2009 through the end of the Consulting Period.

Please confirm your acceptance of the terms and conditions of this letter by signing on the space provided below and returning this letter to the Company by May 28, 2009.

LEAR CORPORATION

By: /s/ Terrence B. Larkin
Terrence B. Larkin

Accepted this 21st day of May, 2009

/s/ James H. Vandenberghe

James H. Vandenberghe