

JEONG SEH-WOONG
Form 3
May 22, 2012

FORM 3 UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

OMB APPROVAL

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INITIAL STATEMENT OF 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

(Print or Type Responses)

1. Name and Address of Reporting Person *		2. Date of Event Requiring Statement	3. Issuer Name and Ticker or Trading Symbol	
Â JEONG SEH-WOONG		(Month/Day/Year)	Seagate Technology plc [STX]	
(Last)	(First)	(Middle)	4. Relationship of Reporting Person(s) to Issuer	5. If Amendment, Date Original Filed(Month/Day/Year)
		04/26/2012		
SEAGATE TECHNOLOGY PLC,Â 10200 S DE ANZA BOULEVARD			(Check all applicable)	
(Street)			<input checked="" type="checkbox"/> Director	<input type="checkbox"/> 10% Owner
			<input type="checkbox"/> Officer	<input type="checkbox"/> Other
			(give title below) (specify below)	
CUPERTINO,Â CAÂ 95014			6. Individual or Joint/Group Filing(Check Applicable Line)	
(City)	(State)	(Zip)	<input checked="" type="checkbox"/> Form filed by One Reporting Person	
			<input type="checkbox"/> Form filed by More than One Reporting Person	

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
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Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

SEC 1473 (7-02)

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.

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

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)	3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)	4. Conversion or Exercise Price of Derivative Security	5. Ownership Form of Derivative Security: Direct (D)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of	

Shares or Indirect
(I)
(Instr. 5)

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
JEONG SEH-WOONG SEAGATE TECHNOLOGY PLC 10200 S DE ANZA BOULEVARD CUPERTINO, CA 95014	X	X	X	X

Signatures

/s/ Roberta S. Cohen 05/22/2012

**Signature of Reporting Person Date

Explanation of Responses:

No securities are beneficially owned

- * If the form is filed by more than one reporting person, see Instruction 5(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).

Remarks:
No Securities Owned.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, See Instruction 6 for procedure. Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. P>

The representations and warranties that the parties have made to each other in the Merger Agreement are as of specific dates. Except for its status as a contractual document that establishes and governs the legal relations among the parties to the Merger Agreement, the Merger Agreement is not intended to be a source of factual, business or operational information about any of the parties thereto. The representations and warranties contained in the Merger Agreement were made only for purposes of such Merger Agreement, are solely for the benefit of the parties to such Merger Agreement, and may be subject to limitations agreed between those parties, including being qualified by disclosures between those parties. The representations and warranties in the Merger Agreement may have been made to allocate risks among the parties thereto, including where the parties do not have complete knowledge of all facts, instead of establishing matters as facts. Furthermore, those representations and warranties may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. The assertions embodied in such representations and warranties are qualified by information contained in disclosure letters to the Merger Agreement that the parties exchanged in connection with the signing of the Merger Agreement. Accordingly, investors and securityholders should not rely on such representations and warranties as characterizations of the actual state of facts or circumstances. Moreover, information concerning the subject matter of such representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's or Forest's public disclosures.

The Merger Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference. The description of the Merger Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the Merger Agreement.

Voting Agreement

Concurrently with the execution of the Merger Agreement, JANA Master Fund, Ltd. and JANA Pirahna Master Fund, Ltd. (collectively, *JANA*) entered into a voting agreement with Forest and Merger Sub (the *Voting Agreement*) pursuant to which JANA has agreed, during the term of the Voting Agreement, to vote its shares of the Company's common stock in favor of the Merger and the adoption of the Merger Agreement and against any transaction that would impede or delay the Merger, and granted to Forest a proxy to vote its shares at any stockholder meeting convened to consider such matters. As of January 7, 2007, JANA beneficially owned approximately 14.7% of the total issued and outstanding shares of the Company's common stock. JANA may revoke its agreement in certain instances, including a Company Adverse Recommendation Change (as defined in the Merger Agreement) or any material amendment to the Merger Agreement that is adverse to the Company or its stockholders.

Item 3.03 Material Modification to Rights of Security Holders

On January 7, 2007, the Company and The Bank of New York entered into the Second Amendment (the *Second Amendment*) to the Rights Agreement dated as of August 12, 2004, between the Company and The Bank of New York, as Rights Agent, as amended by the First Amendment dated as of May 2, 2005 (the *Rights Agreement*). The Company entered into the Second Amendment to render the Rights Agreement inapplicable to (i) the approval, execution, delivery, adoption and performance of the Merger Agreement and the Voting Agreement, (ii) the

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consummation of the Merger or the other transactions contemplated by the Merger Agreement and (iii) the announcement of the Merger, the Merger Agreement and the Voting Agreement.

The Second Amendment is attached hereto as Exhibit 4.1 and is incorporated herein by reference. The description of the Second Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the Second Amendment.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Employment Agreement Amendments

In connection with the Merger, each executive officer of the Company will be given the opportunity to amend his or her employment agreement (*Employment Agreement Amendment*) with the Company to provide that, unless the executive officer and Forest otherwise agree in a written agreement, the executive officer will provide transition services to Forest for 60 days following consummation of the Merger and will be entitled to severance upon the termination of the executive officer's employment at the end of the transition period (or any earlier date on which the executive officer's employment is terminated by Forest for any reason other than cause (as that term is defined in the executive officer's employment agreement) or due to the executive officer's death or disability). Any executive officer that so wishes to amend his or her employment agreement must do so within two weeks following the date of the Merger Agreement.

The form of the Employment Agreement Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference. The description of the form of the Employment Agreement Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the form of the Employment Agreement Amendment.

Benefit Plan Amendments

Also, in connection with the Merger, the Company's 401(k) Plan and Trust was amended to provide for the full vesting of all account balances thereunder at the effective time of the Merger with respect to participants who are employed by the Company immediately prior to such effective time. The Company's 2005 Executive Deferred Compensation Plan follows the 401(k) Plan, so its balances also will vest upon the Merger. The Company also amended its Supplemental Executive Retirement Plan (*SERP*) and Change of Control Plan. The SERP was amended to eliminate provisions relating to the appointment of an independent plan administrator. The Change of Control Plan was amended to clarify the scope of outplacement services and to provide that the Plan will be administered by the Company or one or more individuals designated by the Company rather than the individual officer currently designated in the Plan.

The amendments to the plans are attached hereto as Exhibits 10.2 – 10.4 and are incorporated herein by reference. The description of the amendments to the plans set forth above does not purport to be complete and is qualified in its entirety by reference to the provisions of the amendments to the plans.

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Item 7.01 Regulation FD Disclosure

On January 7, 2007, the Company issued the press release attached as Exhibit 99.1. In addition, on January 8, 2007, a letter from William G. Hargett, in the form attached hereto as Exhibit 99.2, was distributed to the Company's employees.

Additional Information and Where to Find It

A meeting of the Company's stockholders will be announced soon to obtain stockholder approval for the Merger. The Company intends to file with the Securities and Exchange Commission (*SEC*) a proxy statement and other relevant materials in connection with the Merger, which proxy statement will be mailed to the Company's stockholders. **THE COMPANY'S STOCKHOLDERS ARE URGED TO READ THE PROXY STATEMENT AND OTHER RELEVANT MATERIALS WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE MERGER AND THE COMPANY.** Investors and stockholders may obtain free copies of these materials (when they are available) and other documents filed with the SEC at the SEC's website at *www.sec.gov*. In addition, a free copy of the proxy statement, when it becomes available, may be obtained from the Company, at 1100 Louisiana Street, Suite 2000, Houston, Texas 77002. The Company and its officers and directors may be deemed to be participants in the solicitation of proxies from the Company's stockholders with respect to the Merger. Investors and stockholders may obtain more detailed information regarding the direct and indirect interests of the Company and its respective executive officers and directors in the proposed Merger by reading the proxy statement when it becomes available.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 2.1 Agreement and Plan of Merger dated January 7, 2007 by and among the Company, Forest Oil Corporation and MJCO Corporation.
- 4.1 Second Amendment to Rights Agreement dated as of January 7, 2007 between The Houston Exploration Company and The Bank of New York, as Rights Agent.
- 10.1 Form of Amendment No. 2 to [Amended and Restated] Employment Agreement.
- 10.2 Amendment to The Houston Exploration Company 401(k) Plan and Trust.
- 10.3 First Amendment to The Houston Exploration Company Supplemental Executive Retirement Plan.
- 10.4 Second Amendment to The Houston Exploration Company Change of Control Plan.
- 99.1 Press release issued by The Houston Exploration Company on January 7, 2007.
- 99.2 Letter to The Houston Exploration Company employees from William G. Hargett, dated January 8, 2006.

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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.

Date: January 8, 2007

THE HOUSTON EXPLORATION
COMPANY

By: /s/ James F. Westmoreland
James F. Westmoreland
Vice President and Chief Accounting
Officer

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