

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

SCHEDULE 13D/A
(Amendment No. 8)
Under the Securities Exchange Act of 1934

DANA CORPORATION
(Name of Issuer)

Common Stock, \$1.00 Par Value Per Share
(Title of Class of Securities)

235811106
(CUSIP Number)

with copies to:

Ken Maiman
Appaloosa Management L.P.
26 Main Street
Chatham, NJ 07928
(Name, Address and Telephone Number of Person
Authorized to Receive Notices of Communication)

October 10, 2007
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box. []

Page 1 of 9

CUSIP No. 235811106

13D

1 NAME OF REPORTING PERSONS
Appaloosa Investment Limited Partnership I

S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES 7 SOLE VOTING POWER
BENEFICIALLY OWNED 0
BY EACH REPORTING
PERSON WITH

8 SHARED VOTING POWER
11,992,500

9 SOLE DISPOSITIVE POWER
0

10 SHARED DISPOSITIVE POWER
11,992,500

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
11,992,500

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.98%

14 TYPE OF REPORTING PERSON
PN

1 NAME OF REPORTING PERSONS
Palomino Fund Ltd.

S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
British Virgin Islands

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	10,507,500
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	10,507,500

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
10,507,500

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
7.00%

14 TYPE OF REPORTING PERSON
CO

1 NAME OF REPORTING PERSONS
Appaloosa Management L.P.

S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	22,500,000
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	22,500,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
22,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.98%

14 TYPE OF REPORTING PERSON
PN

1 NAME OF REPORTING PERSONS
Appaloosa Partners Inc.

S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 22,500,000
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 22,500,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
22,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.98%

14 TYPE OF REPORTING PERSON
CO

1 NAME OF REPORTING PERSONS
David A. Tepper

S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) []
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER	0
	8	SHARED VOTING POWER	22,500,000
	9	SOLE DISPOSITIVE POWER	0
	10	SHARED DISPOSITIVE POWER	22,500,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
22,500,000

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
14.98%

14 TYPE OF REPORTING PERSON
IN

This Amendment No. 8 (this "Amendment") to the Schedule 13D filed on June 22, 2007 by the Reporting Persons, as amended by Amendment No. 1 thereto filed on June 29, 2007, by Amendment No. 2 thereto filed on July 19, 2007, by Amendment No. 3 thereto filed on July 23, 2007, by Amendment No. 4 thereto filed on July 26, 2007, by Amendment No. 5 thereto filed on August 22, 2007, by Amendment No. 6 thereto filed on September 25, 2007, and by Amendment No. 7 thereto filed on October 5, 2007 (as so amended, the "Schedule 13D") relates to the Common Stock of the Issuer and is being filed to amend the Schedule 13D as specifically set forth below.

The information set forth in the Exhibit to this Amendment is hereby expressly incorporated herein by reference, and the responses to each item of this Amendment are qualified in their entirety by the provisions of such Exhibit. Unless otherwise indicated, all capitalized terms shall have the meanings ascribed to them in the Schedule 13D, and unless otherwise amended hereby, all information previously filed remains in effect.

ITEM 4. IS AMENDED BY ADDING THE FOLLOWING:

On October 10, 2007, counsel to AMLP delivered, on behalf of AMLP, a letter to counsel to the Issuer and counsel to the official committee of unsecured creditors of the Issuer in reference to the Final Proposal and related documentation submitted to the Issuer on September 21, 2007. A copy of that letter is filed with this Amendment No. 8 as Exhibit 17 to the Schedule 13D.

While the Reporting Persons do not have any current plans or proposals, except as otherwise described in the Schedule 13D or in the Exhibit to this Amendment, which relate to or would result in any transaction, event or action enumerated in paragraphs (a) through (j) of Item 4 of the form of Schedule 13D promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the Reporting Persons reserves the right, in light of its or his ongoing evaluation of the Issuer's financial condition, business, operations and prospects, the market price of the Common Stock, conditions in the securities markets generally, general economic and industry conditions, its or his business objectives and other relevant factors, to change its or his plans and intentions at any time, as it or he deems appropriate. In particular, and without limiting the generality of the foregoing, but subject to the terms of applicable court orders, restrictions and agreements and to any limitations imposed by applicable law, including the Exchange Act, each of the Reporting Persons (and their respective affiliates) may (i) purchase additional shares of Common Stock or other securities of or claims against the Issuer, (ii) sell or transfer shares of Common Stock or other securities or claims beneficially owned by it or him from time to time in public or private transactions and (iii) cause any of the Reporting Persons to distribute in kind to their respective stockholders, partners or members, as the case may be, shares of Common Stock or other securities or claims owned by such Reporting Persons. The Reporting Persons may seek the views of, hold discussions with, or respond to inquiries from members of the Issuer's management or Board of Directors or other persons including other stockholders, or holders of claims in the Issuer's bankruptcy proceedings, regarding the Issuer's affairs, restructuring or other strategic matters.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Schedule 13D is supplemented as follows:

EXHIBIT NO. DESCRIPTION

17 Letter from Counsel to Appaloosa Management L.P. to Counsel to the
Debtors and Counsel to the Official Committee of Unsecured
Creditors, dated October 10, 2007

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 11, 2007

APPALOOSA INVESTMENT LIMITED
PARTNERSHIP I

By: APPALOOSA MANAGEMENT L.P.,
Its General Partner

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

PALOMINO FUND LTD.

By: APPALOOSA MANAGEMENT L.P.,
Its Investment Adviser

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

APPALOOSA MANAGEMENT L.P.

By: APPALOOSA PARTNERS INC.,
Its General Partner

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

APPALOOSA PARTNERS INC.

By: /s/ David A. Tepper

Name: David A. Tepper
Title: President

/s/ David A. Tepper

David A. Tepper

October 10, 2007

Counsel to the Debtors

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New York, New York 10017
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Facsimile: (212) 755-7306
Attn: Corinne Ball, Esq.
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New York, NY 10177
Phone: (212) 895-1818
Facsimile: (212) 895-1853
Attn: Richard Morgner
(richard.morgner@millerbuckfire.com)

Counsel to the Official Committee
of Unsecured Creditors
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036
Attn: Thomas Moers Mayer, Esq.
(tmayer@kramerlevin.com)
Attn: Matthew Williams, Esq.
(mjwilliams@kramerlevin.com)

Ladies and Gentlemen:

We write in regard to the Final Proposal submitted by Appaloosa Management, LP ("Appaloosa") on September 21, 2007 in accordance with the terms of the Order Pursuant to 11 U.S.C. Sections 1113 and 1114(e) and Federal Rule of Bankruptcy Procedure 9019, Approving Settlement Agreements with The United Steelworkers and United Autoworkers (collectively, the "Unions"), and Pursuant to 11 U.S.C. Sections 105(a), 363(b), 364(c), 503 and 507, Authorizing the

Debtors to Enter into Plan Support Agreement, Investment Agreement and Related Agreements, dated August 1, 2007 (the "Settlement Order").

We have been authorized by Appaloosa to reaffirm its outstanding offer to replace Centerbridge Capital Partners, L.P. ("Centerbridge") as proposed investor, as set forth in the Final Proposal, as subsequently modified by the terms of the documentation submitted by Appaloosa to counsel to the debtors on October 3, 2007 and October 8, 2007 (collectively, the "Proposal"), and as further modified by the improvements and other modifications described herein (as so modified, the "Enhanced Proposal").

EXTENSION OF DEADLINE

The Final Proposal's October 9, 2007 deadline for the approval of the Final Proposal by the Unions is hereby extended until 5:00 p.m. (New York time) on October 26, 2007; provided, that (1) the Board of Directors of the Company (the "Board") shall have delivered to the Unions, with respect to the Enhanced Proposal, the notice contemplated by paragraph 11 (g) of the Settlement Order, with a copy to Appaloosa, prior to 5:00 p.m. (New York time) on October 12, 2007, and (2) the Company shall have adjourned the hearing on approval of its Disclosure Statement to a date that accommodates completion of the mediation/arbitration process contemplated by paragraph 11(h) of the Settlement Order.

In addition, in the event that the Unions have withheld consent to the Enhanced Proposal, then the Enhanced Proposal shall automatically be further extended until 5:00 p.m. (New York time) on November 9, 2007, if prior to 5:00 pm (New York time) on October 26, 2007, the Company shall have commenced the mediation/arbitration process contemplated by paragraph 11(h) of the Settlement Order.

ELIMINATION OF CONDITION

Subject to the immediately preceding paragraph, we hereby eliminate the Unions' approval of the Enhanced Proposal as a condition to the Enhanced Proposal.

MODIFICATIONS TO DRAFT DEFINITIVE AGREEMENTS

In response to comments received from counsel to the Company on October 10, 2007, in a document entitled "Key Issues," Appaloosa agrees to the modifications as set forth on Schedule I to this letter. The documents will be promptly revised to reflect these changes as soon as you communicate the Company's preference regarding the governance alternatives set forth in Schedule I.

CASH BONUS POOL FOR ELIGIBLE UNION EMPLOYEES

In addition to its commitment to purchase shares of Series A Preferred Stock and to backstop the purchase of shares of Series B Preferred Stock as set forth in the Proposal, Appaloosa will commit to purchase an additional number of shares of Series A Preferred Stock,

for the purpose of funding an exit bonus pool for active Union employees, in an aggregate amount equal to \$1,000 per eligible Union employee, payable upon the occurrence of the Effective Date.

* * * *

We are available to meet with you at your earliest convenience to discuss more fully the matters set forth herein and to work toward an amicable, appropriate conclusion to Dana's chapter 11 case.

Sincerely,

Thomas E. Lauria

SCHEDULE I

Proposed Modifications to Draft
Definitive Agreements

1. Exceptions to Standstill. The draft Shareholders Agreement shall be modified to provide that any exceptions to the standstill must be approved by a majority of the Board, not including Purchaser Designees.
2. Governance Rights. As a preliminary matter, we draw your attention to the fact that, in contrast to the Centerbridge proposal, where absent a proxy fight Centerbridge controls the composition of the Company's Board of Directors through its right to designate a majority of the members of the Nominating and Governance Committee (a right Appaloosa eliminated from its proposal), Appaloosa is not proposing to have direct control over the composition of the Board of Directors. As such, it is Appaloosa's belief that, as a total package, the governance and approval rights set forth in the Enhanced Proposal are in fact less restrictive on the Company, and provide Appaloosa with less control over governance matters than is afforded to the Centerbridge documents. However, if the Company does not agree with that position, Appaloosa will modify its documentation to provide for a package of governance rights that is identical to those set forth in the Centerbridge documentation.

Alternatively, Appaloosa offers the following further modifications and clarifications:

- o While Appaloosa believes the magnitude of its investment makes it appropriate for Appaloosa to have the right to approve the CEO and Executive Chairman, in that Appaloosa does not control the Nominating and Governance Committee, and has only one seat on such committee, Appaloosa does not have the right, acting alone, to nominate or select such officers.
- o No more than 3 directors may be elected by holders of the Series A Preferred;
- o Appaloosa's designees on the Board of Directors will resign, if so requested by the other members of the Board of Directors, after Appaloosa ceases to hold at least \$125 million of Series A Preferred;
- o Obligations regarding the nomination process shall be set forth in Amended By-laws of the Company which shall become effective upon the occurrence of the Effective Date;
- o All of Appaloosa's approval and consultation rights, including the right to approve the CEO and the Executive Chairman, fall away after it ceases to hold at least \$125 million of Series A Preferred; and

- o Obligations with respect to the CEO will be covenants contained in the employment agreement with the CEO, as opposed to obligations of the Company under the Shareholders Agreement.
- 3. Control Premium. The Appaloosa documents will be revised to eliminate the carve-out to the prohibition on receiving a control premium for reimbursement of expenses and fees payable in an advisory/consultant role.
- 4. Investment Agreement Approval. The draft documents will be revised to provide for approval of the Investment Agreement as part of the Disclosure Statement hearing, rather than in a separate process.