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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 14D-9
SOLICITATION/RECOMMENDATION STATEMENT
PURSUANT TO SECTION 14(d)(4) OF THE
SECURITIES EXCHANGE ACT OF 1934

(Amendment No. 1)

DANA CORPORATION
(Name of Subject Company)

DANA CORPORATION
(Name of Person(s) Filing Statement)

Common Stock, Par Value $1.00 Per Share
(including the Associated Series A Junior
Participating Preferred Stock Purchase Rights)
(Title of Class of Securities)

235811 10 6
(CUSIP Number of Class of Securities)

Michael L. DeBacker, Esq.
Vice President, General Counsel and Secretary
Dana Corporation
4500 Dorr Street
Toledo, Ohio 43615
(419) 535-4500
(Name, Address and Telephone Number of Person Authorized to Receive Notice and Communications on Behalf of the Person(s) Filing Statement)

With copies to:

Adam O. Emmerich, Esq.
David C. Karp, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
(212) 403-1000

[ ] Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

TABLE OF CONTENTS

Purpose of the Amendment
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This Amendment No. 1 amends and restates in its entirety the Solicitation/ Recommendation Statement on Schedule 14D-9 previously filed by Dana Corporation on July 22, 2003, and also includes exhibits which were to be filed by amendment. All of the materials sent to Dana shareholders pursuant to Rule 14d-9 will reflect the amended and restated information provided below.

Item 1. Subject Company Information.

(a) The subject company is Dana Corporation, a Virginia corporation (the "Company" or "Dana"). The address and telephone number of the Company's principal executive offices are 4500 Dorr Street, Toledo, Ohio 43615 and (419) 535-4500.

(b) This Solicitation/Recommendation Statement on Schedule 14D-9 (this "Statement") relates to the Company's Common Stock, par value $1.00 per share (the "Shares"), including the associated rights to purchase shares of the Company's Series A Junior Participating Preferred Stock, no par value (the "Rights"), issued pursuant to the Rights Agreement, dated as of April 25, 1996 (as amended from time to time, the "Rights Agreement"), by and between the Company and The Bank of New York, as Rights Agent. Unless the context requires otherwise, all references to the Shares include the Rights and all references to the Rights include the benefits that may inure to holders of Rights pursuant to the Rights Agreement. As of July 10, 2003, there were 148,637,211 Shares outstanding, and an additional 30,235,446 Shares reserved for issuance under the Company's equity compensation plans, of which 19,027,535 Shares are issuable upon or otherwise deliverable in connection with the exercise of outstanding options or are issuable in respect of restricted stock units issued pursuant to such plans.

Item 2. Identity and Background of Filing Person.

(a) Name and Address of Person Filing this Statement.

The Company is the person filing this Statement. The information about the Company's address and business telephone number in Item 1(a) above is incorporated herein by reference. The Company's website address is www.dana.com. The information on the Company's website should not be considered a part of this Statement.

(b) Tender Offer of the Purchaser.

This Statement relates to the tender offer by Delta Acquisition Corp. ("Offeror"), a wholly owned subsidiary of ArvinMeritor, Inc. ("ArvinMeritor"), to purchase (i) all outstanding Shares, and (ii) unless and until validly redeemed by the board of directors of the Company (the "Board of Directors" or the "Board"), the Rights, at a price of $15.00 per Share, net to the seller in cash, without interest. The tender offer is being made on the terms and subject to the conditions described in the Tender Offer Statement on Schedule TO (together with the exhibits thereto, as amended the "Schedule TO"), filed by ArvinMeritor and the Offeror with the Securities and Exchange Commission (the "SEC") on July 9, 2003. The value of the consideration offered, together with all of the terms and conditions applicable to the tender offer, is referred to in this Schedule 14D-9 as the "Offer." The Schedule TO states that, subject to the satisfaction or waiver of certain conditions, following completion of the Offer, and in accordance with the Virginia Stock Corporation Act (the "VSCA"), ArvinMeritor intends to cause the merger of the Offeror with and into the Company (the "Proposed Merger," and together with the Offer and any associated financing transactions, the "Proposed Transaction").

The Schedule TO states that the Offeror's and ArvinMeritor's principal executive offices are located at 2135 West Maple Road, Troy, Michigan 48084 and their telephone number is (248) 435-1000.

Item 3. Past Contracts, Transactions, Negotiations and Agreements.

Except as described in this Statement or in Annex A hereto, to the knowledge of the Company, as of the date of this Statement, there are no material agreements, arrangements or understandings, or any actual or potential conflicts of interest, between the Company or its affiliates and (i) the Company's executive officers, directors or affiliates or (ii) the Offeror, ArvinMeritor or their respective executive officers, directors or affiliates. The information set forth in Annex A hereto is incorporated herein by this reference.

(a) Arrangements with Executive Officers and Directors of Dana.

The Company's directors and executive officers have entered into or participated in, as applicable, the various agreements and arrangements discussed below. In the case of each plan or agreement discussed below in which the term "change-of-control" applies, the consummation of the Offer would constitute a change-of-control.

Cash Consideration Payable Pursuant to the Offer. If the Company's directors and executive officers were to tender any Shares they own for purchase pursuant to the Offer, they would receive the same cash consideration on the same terms and conditions as the other shareholders of the Company. As of July 10, 2003, the Company's directors and executive officers beneficially owned in the aggregate 325,966 Shares (excluding options to purchase Shares, restricted stock units, stock units granted under the Company's Additional Compensation Plan and Directors' Deferred Fee Plan, and shares of restricted stock). If the directors and executive officers were to tender all of their Shares for purchase pursuant to the Offer and those Shares were accepted for purchase and purchased by the Offeror, the directors and officers would receive an aggregate of $4,889,490 in cash. As discussed below in Item 4(d), to the knowledge of the Company, none of the Company's executive officers, directors, affiliates or subsidiaries currently intends to tender Shares held of record or beneficially owned by such person for purchase pursuant to the Offer.

As of July 10, 2003, the Company's directors and executive officers held options to purchase 3,828,775 Shares, 1,874,475 of which were vested and exercisable as of that date, with exercise prices ranging from $15.33 to $60.09 and an aggregate weighted average exercise price of $34.18 per Share. Upon a change-of-control of the Company, 1,954,300 unvested options to purchase Shares held by directors and executive officers will fully vest and become exercisable. Also, 386,864 unvested shares of restricted stock and restricted stock units will fully vest and no longer be subject to forfeiture in the event that there is a termination of the employment of the grantees of such restricted stock by the Company following a change-of-control in circumstances that would entitle the grantee to a severance benefit under his or her change-of-control agreement, or, if the grantee is not a party to a change-of-control agreement, in the event that the grantee's employment is terminated by the Company or its successor following a change-of-control for any reason. In addition, 104,842 vested restricted stock units will be paid out in Shares in the event that the grantee's employment is terminated by the Company or its successor for any reason following a change-of-control.

Employment Agreements. The Company's Chief Executive Officer, President and Chief Operating Officer, Joseph M. Magliochetti, has an employment agreement with the

Company. The term of his agreement is three years, with an automatic one-year extension at the end of each year to maintain the full three-year term unless either party gives notice not to extend the termination date, or unless the agreement is terminated earlier by Mr. Magliochetti's death or disability, by the Company for "cause" (as defined in his agreement), or, following a change-of- -control, by Mr. Magliochetti for "good reason" (as defined in his agreement). The employment agreement provides that while Mr. Magliochetti is employed by the Company, his base salary may be increased but not decreased. The Compensation Committee of the Board of Directors (the "Compensation Committee") approves his base salary annually. His base salary for the calendar year 2003 is $970,000.

During his period of employment, Mr. Magliochetti is entitled to participate in the Company's Additional Compensation Plan (the "ACP") and in the Company's various employee benefit plans. In the event of a change-of-control of the Company, he will be entitled to continue as a participant in the Additional Compensation Plan during the remainder of the term of his employment agreement, the minimum annual bonus award to which he will be entitled during that period will be equal to 50% of his base salary, and his awards will be payable in cash (not deferrable). If his employment is terminated following a change-of-control, any previously deferred awards under the ACP will be paid on an accelerated basis.

If Mr. Magliochetti is terminated by the Company without "cause" (as defined in his agreement) or if, after a change-of-control of the Company, he terminates his employment due to a "good reason" constructive termination (as defined in his agreement), he will be entitled, until the earliest of (i) the end of the term of the agreement, (ii) the date that is three years after the termination or (iii) the date that he turns 65 years of age (the "Termination Period"), to receive monthly compensation equal to his highest average monthly compensation (reduced by the amounts payable to him under any severance plan or policy of the Company), to continue his participation under the Company's employee benefit plans and to receive credit for service during the Termination Period. He will also be entitled to a lump-sum payment in cash in an amount equal to the sum of (i) his accrued but unpaid compensation, (ii) a pro-rata bonus for the portion of the fiscal year in which the termination occurs that follows the date of termination and (iii) any previously deferred compensation, including earnings and interest thereon. If such termination of employment follows a change-of-control, he will immediately receive such monthly compensation in a lump sum (discounted to the present value) and any awards previously deferred under the ACP will be paid out.

If any excise tax is imposed under Section 4999 of the Internal Revenue Code, as amended ("Section 4999"), on payments received by Mr. Magliochetti as a result of a change-of-control of the Company, the Company will pay him an amount that, after applicable taxes, is equal to the amount of the excise tax.

The retirement benefit payable to Mr. Magliochetti under his employment agreement is described in Annex A hereto under the heading "Pension Plans," and is incorporated herein by reference. The pension and retirement arrangements applicable to the Named Executive Officers (as defined below) are described more fully in Annex A hereto under the heading "Pension Plans."

Under his employment agreement, Mr. Magliochetti has agreed not to disclose any confidential information about the Company to others while employed by the Company or thereafter and not to engage in competition with the Company for three years following his termination of employment (unless his employment is terminated by the Company without "cause" or by him for "good reason" following a change-of-control of the Company). In addition, if, during the period that payments in respect of Mr. Magliochetti's supplemental pension are being made (as discussed in Annex A hereto under the heading "Pension Plans"), he engages in competition with the Company (unless his employment is terminated by the Company without "cause" or by him for "good reason" following a change-of-control of the Company), the Company may cease making such payments.

William J. Carroll, President - Automotive Systems Group, Marvin A. Franklin, III, President - Dana International and Global Initiatives, Robert C. Richter, Vice President and Chief Financial Officer, and Bernard N. Cole, President - Heavy Vehicle Technologies & Systems Group (together with Mr. Magliochetti, the "Named Executive Officers"), along with three other executive officers of the Company, each have change-of-control agreements with the Company that have the same material terms as Mr. Magliochetti's agreement, as described above, except that they (i) do not provide an additional retirement benefit, (ii) do not provide for a payment in the event that excise tax is imposed under Section 4999 and (iii) only become operative upon a change-of-control of the Company (if the executive is then in the employ of the Company). Should their agreements become operative, each of Messrs. Carroll, Franklin, Richter and Cole (together with the other three executive officers) would continue to participate in all executive incentive plans with at least the same reward opportunities, and with perquisites, fringe benefits and service credits for benefits at least equal to those that were provided prior to the change-of-control. Messrs. Carroll, Franklin, Richter and Cole (and the other three executive officers) would be entitled to continue to receive no less than their base salaries as in effect immediately prior to the change-of-control, so long as they are employed by the Company, subject to annual increase (but not decrease) in the same manner as Mr. Magliochetti, and an annual bonus in an amount not less than 50% of their annual base salary.

Each of the Named Executive Officers (and the other three executive officers) also has a related agreement with the Company which provides that, in the event of a dispute related to his change-of-control agreement, the Company will pay legal expenses he may incur to enforce the change-of-control agreement.

Annual Incentives. The Company's Chief Executive Officer and other executive officers have an opportunity to earn annual bonuses under the ACP, as described more fully in Annex A hereto under the heading "Annual Incentives," which is incorporated herein by reference. Award opportunities vary based on the individual's position and base salary. Actual bonuses are based on the Company's success in achieving performance objectives that are established in advance. These objectives are set annually based on the Company's short-term strategic direction and the current economic climate.

In the event of a change-of-control of the Company, unless otherwise provided, all awards deferred under the ACP, whether to a stock account or an interest equivalent account, will be paid out promptly to participants in a lump sum in cash. Stock units held in participants' stock accounts will be deemed to have the value of the higher of (i) the average of the closing

price for the last trading day prior to the effective date of the change-of-control and the last trading day of each of the two preceding thirty-day periods, in each case as quoted on the New York Stock Exchange and (ii) the highest per share consideration paid for Shares in the change-of-control transaction (the "Stock Unit Value").

Amended and Restated Stock Incentive Plan; Restricted Stock Plans. Long-term equity incentives are granted to the Company's Chief Executive Officer and other executive officers under the Company's Amended and Restated Stock Incentive Plan (the "Incentive Plan") and 1999 Restricted Stock Plan (the "1999 Plan").

Under the Incentive Plan, upon the occurrence of a change-of-control, all outstanding unexercised options and stock appreciation rights will become fully exercisable for the remainder of their term and all other awards will vest and become immediately due and payable. Pursuant to the restricted stock agreements evidencing grants of restricted stock under the 1999 Plan, all restrictions on such restricted stock lapse (i) in the event that the grantee's employment is terminated by the Company or its successor following a change-of-control in circumstances that would entitle the grantee to a severance benefit under his or her change-of-control agreement, or (ii) if there is no change-of-control agreement, in the event that the grantee's employment is terminated by the Company or its successor following a change-of-control for any reason. Pursuant to the restricted stock agreements evidencing grants under the Company's 1989 Restricted Stock Plan (the "1989 Plan"), all restrictions on outstanding restricted stock will lapse upon the grantee's termination of employment by the Company for any reason following a change-of-control. Under the 1989 Plan and the 1999 Plan, restricted stock units will be paid out in shares of stock upon a termination of employment for any reason following a change-of-control. Further information on the Incentive Plan and 1999 Plan is set forth in Annex A hereto under the heading "Equity Compensation Plan Information," and is incorporated herein by reference.

1998 Directors' Stock Option Plan. All non-employee directors participate in the Company's 1998 Directors' Stock Option Plan (the "Director Plan"). The Director Plan provides for the automatic annual grant to each non-employee director of options to purchase 3,000 Shares. In the event of a change-of-control of the Company, all outstanding unexercised stock options issued under the Director Plan will become fully exercisable. Further information on the Director Plan is set forth in Annex A hereto under the headings "Equity Compensation Plan Information" and "Director Compensation," and is incorporated herein by reference.

Director Deferred Fee Plan. Non-employee directors of the Company may elect to defer payment of their fees into the Company's Director Deferred Fee Plan, either to a stock account or an interest equivalent account. In the event of a change-of-control of the Company, except with respect to participants who are residents of Canada, all amounts deferred under the Director Deferred Fee Plan will be paid out to the participants in a lump sum in cash. Stock units held in participants' stock accounts will be deemed to have the Stock Unit Value. Further information on the Director Deferred Fee Plan is set forth in Annex A hereto under the heading "Director Compensation," and is incorporated herein by reference.

Pension Plans. The Named Executive Officers participate in the Company's Retirement, Excess Benefits and Supplemental Benefits Plans (the "Pension Plans"). In the event

of a change-of-control of the Company, participants in the Excess Benefits and Supplemental Benefits Plans will receive a lump-sum payment of all benefits previously accrued thereunder and will be entitled to continue to accrue benefits thereunder, and certain transition benefits under the Retirement Plan will accelerate. Further information on the Pension Plans is set forth in Annex A hereto under the heading "Pension Plans," and is incorporated herein by reference.

(b) Transactions with the Offeror and ArvinMeritor.

Other than as disclosed in this Statement or Annex A hereto, there are no material agreements, arrangements or understandings or any actual or potential conflicts of interest, between the Company, or its executive officers, directors or affiliates, on the one hand, and the Offeror, ArvinMeritor or their respective executive officers, directors or affiliates, on the other hand.

Item 4. The Solicitation or Recommendation.

(a) Solicitation/Recommendation.

After careful consideration, including a thorough review of the Offer with its legal and financial advisors and after taking into account the recommendation of the Committee of Independent Directors (as defined below), the Board of Directors by unanimous vote of all directors voting determined that the Offer is inadequate, from a financial point of view, to holders of Shares and that the Offer is not in the best interests of either Dana or its shareholders. The Board of Directors believes that the Offer undervalues Dana's businesses, including its premier franchise in the automotive and heavy-duty vehicle supply industries, and does not adequately reflect the true value of Dana's unique market position and business opportunities. Management and the Board believe that the Company can deliver more value to its shareholders than that proposed to be paid in the Offer by continuing to execute its business plan to enhance operating performance and reduce the Company's debt. ACCORDINGLY, AND FOR THE OTHER REASONS DESCRIBED IN MORE DETAIL BELOW, THE BOARD OF DIRECTORS RECOMMENDS THAT YOU REJECT THE OFFER AND DO NOT TENDER YOUR SHARES PURSUANT TO THE OFFER.

A form of letter communicating the Board of Directors' recommendation to you and a press release relating to the recommendation to reject the Offer are filed as Exhibits (a)(1) and (a)(2) to this document, respectively, and are incorporated herein by reference.

(b) Background.

In the spring of 2001, ArvinMeritor approached the Company to express an interest in pursuing a joint venture combining ArvinMeritor's and the Company's respective aftermarket businesses. The Company and ArvinMeritor entered into a confidentiality agreement that limited the use of any confidential information solely for the purpose of analyzing a potential business relationship for the respective aftermarket businesses, and restricting the parties from, among other things, disclosing "the fact that the parties are participating in a study or exploration of a business relationship" or "the fact that the parties have exchanged confidential information." In the late summer of 2001, the discussions terminated.

On June 4, 2003, Mr. Larry D. Yost, President and Chief Executive Officer of ArvinMeritor, telephoned Mr. Joseph M. Magliochetti, Chairman of the Board and Chief Executive Officer of the Company, and expressed ArvinMeritor's interest in acquiring the Company and informed Mr. Magliochetti that ArvinMeritor's board of directors had authorized Mr. Yost to offer $14.00 in cash for each Share. Mr. Magliochetti told Mr. Yost that although he did not believe there was any interest in pursuing a sale of the Company at this time he would bring the matter to the Board of Directors. After this conversation, Mr. Magliochetti contacted each of the Company's directors to inform them of the conversation.

Later in the day on June 4, 2003, Mr. Magliochetti received the following letter from Mr. Yost:

June 4, 2003

Mr. Joseph M. Magliochetti
Chairman of the Board and Chief Executive Officer
Dana Corporation

Dear Joe:

Thank you again for taking the time to talk with me earlier today. As we discussed, I am pleased to present a proposal that contemplates an acquisition of Dana by ArvinMeritor. I am confident that this transaction offers an exciting opportunity to create value for the shareholders of both our companies. In our industry, consolidation presents an opportunity to further enhance shareholder value as well as create a stronger company.

I've summarized our proposal in this letter to help you facilitate its review with your Board and advisors. We would like to begin discussions with you immediately in the hope of completing a transaction as quickly as possible.

My Board of Directors has authorized me to offer consideration of $14.00 in cash for each Dana share, representing a premium of 45% over yesterday's closing price. As an alternative, we are prepared to consider a mix of cash and stock consideration if it will facilitate a transaction. Our proposed price represents full value, and we are confident that our proposal will be well received by Dana shareholders.

Our objective is to retain the best and the brightest from each of our organizations. As a result, we hope to integrate as many of your employees as is practical into the ArvinMeritor family.

We based our proposal on publicly available information. If you are willing to work with us to consummate a transaction expeditiously, we may be prepared to analyze further whether a higher value is warranted. As you can appreciate, our proposal is conditioned upon the negotiation and execution of a definitive merger agreement and, of course, the receipt of all necessary shareholder and regulatory approvals. Regarding the required regulatory approvals, we have carefully considered all relevant issues with the advice of counsel, and we are confident that they can be obtained. In addition, financing is not an issue.

We have retained financial and legal advisors and they are fully informed. We and they are prepared to meet with you and your advisors. We believe it is in the best interests of our respective shareholders for this transaction to proceed as expeditiously as possible.

We are confident that you and your Board of Directors will share our view that this proposal represents a unique and compelling opportunity for your shareholders, creating a stronger combined company that will be well positioned to succeed in the very competitive automotive supply industry.

If you or any of your directors have any questions about our proposal, please feel free to give me a call. I will make myself available at any time. My contact numbers are (248) 435-3901 (office) and (248)670-0498 (mobile). We do not intend to make this letter public.

My Board of Directors and I believe this is a very compelling transaction for both of our companies and shareholders. Again, we are excited about this transaction and are committed to getting this transaction done.

I hope to hear back from you by the end of next week as I am committed to reporting back to my Board. I look forward to hearing from you.

Sincerely,

Larry D. Yost
Chairman and Chief Executive Officer
ArvinMeritor, Inc.

Shortly after receipt of the letter, Wachtell, Lipton, Rosen & Katz, and Howrey, Simon, Arnold & White LLP, were retained to provide legal advice in connection with ArvinMeritor's proposal.

The Board of Directors met telephonically on June 6, 2003, with its legal advisors and the Company's management for preliminary discussions regarding the proposal and to establish a process for properly evaluating the proposal. The Board's legal advisors provided an overview of the duties of a board of directors upon receipt of an unsolicited proposal such as the one received from ArvinMeritor. Over the next few days, Credit Suisse First Boston LLC ("Credit Suisse First Boston") and Deutsche Bank Securities Inc. ("Deutsche Bank") were selected to act as financial advisors in connection with ArvinMeritor's proposal and related matters.

On June 12, 2003, the Board met in person with its legal and financial advisors and the Company's management to discuss ArvinMeritor's unsolicited proposal and the Company's past and current business operations, financial condition and future prospects. At the beginning of the meeting, Mr. Fernando M. Senderos, a director, noted his role as Chairman and Chief Executive Officer of DESC, S.A. de C.V. ("DESC"), and the potential that a conflict of interest, real or apparent, could arise in the consideration of ArvinMeritor's proposal given the

business relationship between the Company and its affiliates and DESC and its affiliates. Mr. Senderos, with the agreement of the Board, decided not to participate in the consideration of ArvinMeritor's proposal, and, accordingly, Mr. Senderos has not participated in any of the other meetings described in this Statement. Management of the Company made presentations and responded to questions regarding the Company's businesses and historical financial and projected results. The legal advisors discussed the Board's duties with the Board and presented the Board with an overview of the terms of ArvinMeritor's proposal and the potential antitrust and other legal issues relating to ArvinMeritor's proposal. The financial advisors reviewed with the Board the financial aspects of ArvinMeritor's proposal. After thorough discussions, the Board of Directors went into executive session and, after asking certain of its advisors and certain members of management to return for further discussion, by the unanimous vote of all directors voting decided that the Company was not for sale and that discussions with ArvinMeritor regarding its proposal would not be productive. The Board also authorized the delivery of a letter to ArvinMeritor communicating its view.

Following the Board of Directors' meeting, Mr. Magliochetti telephoned Mr. Yost to express that the Board had carefully considered ArvinMeritor's proposal and was not interested in the proposed business combination with ArvinMeritor and that discussion as to any such transaction would not be productive. Later on June 12, 2003, Mr. Magliochetti sent the letter that the Board had discussed earlier that day, the text of which was:

June 12, 2003

Mr. Larry D. Yost
Chairman and CEO
ArvinMeritor, Inc.
2135 West Maple Road
Troy, Michigan 48084

Dear Mr. Yost:

This will respond to your letter of June 4th. I shared your letter with our Board of Directors during a telephonic meeting last week, and we had a lengthy meeting in person today to carefully and thoroughly consider your proposal. We have been advised in that connection by able and experienced financial and legal advisors.

The Board is unanimous in concluding that Dana has no interest whatsoever in pursuing a sale transaction with you, nor do we believe that any other combination of our companies would be in the interests of our shareholders. Discussion as to a sale transaction or any other combination would not be productive. We are aggressively pursuing a strategic business plan which we believe is the best way to maximize value for our shareholders.

We hope that you will respect our decision in this matter; pursuing your proposal would be disruptive and counterproductive for both of our shareholder constituencies.

Sincerely,

Joseph M. Magliochetti

On June 17, 2003, the Board of Directors received the following letter from Mr. Yost reiterating ArvinMeritor's interest in acquiring the Company:

June 16, 2003

Mr. Joseph M. Magliochetti
Mr. Benjamin F. Bailar
Mr. A. Charles Baillie, Jr.
Mr. Edmond M. Carpenter
Mr. Eric Clark
Ms. Cheryl W. Grise
Mr. Glen H. Hiner
Mr. James P. Kelly
Ms. Marilyn R. Marks
Mr. Richard B. Priory
Mr. Fernando M. Senderos

To the Board of Directors of Dana Corporation:

On June 4, 2003 I spoke with and wrote to Joe Magliochetti, Chairman and Chief Executive Officer of Dana Corporation, proposing a combination of ArvinMeritor and Dana in which ArvinMeritor will acquire all of the outstanding shares of Dana for $14.00 per share in cash. This will provide your shareholders with a premium of 45% over Dana's closing stock price on June 3, 2003, the last trading day before I submitted our proposal to Mr. Magliochetti in writing.

On June 13, 2003 we received a letter from Mr. Magliochetti stating that Dana had no interest whatsoever in pursuing a business combination with ArvinMeritor or entering into discussions with ArvinMeritor regarding our merger proposal. Notwithstanding that Mr. Magliochetti twice indicated to me during our initial phone conversation on June 4, 2003 that Dana was not for sale and further reiterated this in our phone conversation on June 12, 2003, we were surprised that the Dana Board decided to forgo even an initial meeting with us to discuss our proposal in light of the significant value we are prepared to offer your shareholders.

I am writing to reiterate our serious interest in pursuing a transaction between ArvinMeritor and Dana and to provide further strategic perspective as to why it makes sense to bring our two companies together. After a thorough review with our financial and legal advisors of the publicly available information concerning Dana, the ArvinMeritor Board has concluded that the strategic and financial benefits of a business combination to both

of our companies' shareholders and other interested constituencies are simply too compelling to ignore.

The combination of ArvinMeritor and Dana will create a stronger Tier One supplier company providing numerous technological and service benefits for our combined worldwide light vehicle, commercial truck and aftermarket customers. This transaction will bring together the right combination of innovation, capabilities and resources to establish a more significant global enterprise.

Together, ArvinMeritor and Dana will become a true industry leader with the strategic position that will allow us to better serve our customers, employees and shareholders. A combined ArvinMeritor-Dana will extend our market reach. Importantly, the combined company will have the increased capability to accelerate growth; make strategic investments; and enlarge our diversified product, service and market portfolio.

In addition to the compelling strategic fit of our respective product portfolios, a business combination of our two companies will also create significant financial benefits, including considerable sales, operating and cost synergies beyond what either company could achieve on its own. We believe these benefits will better position us to compete and succeed in the increasingly competitive automotive supply industry.

A combination of Dana and ArvinMeritor will also afford us the opportunity to combine the skills of each of our talented workforces. As I indicated in my initial letter to Mr. Magliochetti, our objective is to complete a combination that retains the best and the brightest from each of our organizations. As a result, we hope to integrate as many of your employees as is practical into the ArvinMeritor family. We have a proven track record of successfully integrating large-scale transactions, as evidenced by the merger of our predecessor companies, Arvin and Meritor. I am confident that we will be able to join our two companies together to build a stronger, more efficient leader in the automotive supply industry that is well positioned for future growth and success.

We are confident that our attractive all-cash proposal will be well received by Dana's shareholders and it is our hope that the Dana Board recognizes the significant benefits to Dana and its shareholders. Moreover, our proposal would permit your shareholders to realize this substantial cash value today. Because it remains our strong preference to work together with the Dana Board, we are flexible in considering a mix of cash and stock consideration if it will facilitate a transaction. In addition, if you are willing to work with us to quickly consummate a transaction, we may be prepared to analyze further whether a higher value is warranted. We are ready to meet with you on a moment's notice. We hope you will reconsider your decision and meet with ArvinMeritor and its advisors to discuss our proposal.

Our merger proposal is conditioned upon the negotiation and execution of a definitive merger agreement and the receipt of necessary shareholder and regulatory approvals. With the advice of counsel, we have carefully considered all relevant issues regarding the required regulatory approvals, and we are confident that they can be obtained. As I mentioned in my last letter, financing is not an issue.

I would like to reiterate our strong preference to work cooperatively within the framework of a negotiated transaction. To this end, we and our advisors are prepared to meet with you and your advisors immediately to discuss the terms of our proposal and to negotiate a definitive agreement. I am confident that if we work together we can quickly close a transaction that is in the best interests of both companies' shareholders and other interested constituencies.

I look forward to hearing from you in the near future.

Sincerely,

Larry D. Yost
Chairman and Chief Executive Officer
ArvinMeritor, Inc.

On June 18, 2003, the Board of Directors met with its legal and financial advisors and the Company's management telephonically to again consider ArvinMeritor's proposal. The Board of Directors discussed with its legal and financial advisors and the Company's management matters relating to ArvinMeritor's proposal that were previously discussed with the Board and was updated as appropriate. Following full discussion, the Board went into executive session and, after asking certain of its advisors and certain members of management to return for further discussion, again by the unanimous vote of all directors voting decided that ArvinMeritor's proposal was not attractive in light of the Company's plans and prospects and that discussions with ArvinMeritor about the proposal would not be productive. The Board again authorized Mr. Magliochetti to respond to the reiterated proposal in writing.

The next morning, Mr. Magliochetti sent the following letter that had been discussed by the Board of Directors in response to Mr. Yost's letter of June 16.

June 19, 2003

Mr. Larry D. Yost
Chairman and CEO
ArvinMeritor, Inc.
2135 West Maple Road
Troy, Michigan 48084

Dear Mr. Yost:

This will respond to your letter of June 16. As was the case with your prior letter of June 4, this letter has been provided to each member of our Board of Directors. And our Board has met again to review it, in detail, with the assistance of our financial and legal advisors.

Our Board has now met and discussed your proposal on three separate occasions. Following that process, the Board has asked me to once again convey to you our unanimous conclusion: that Dana has no interest whatsoever in pursuing a sale transaction

with ArvinMeritor. The Board is equally unanimous in concluding that no other combination of our companies would be in the best interests of Dana's shareholders. There is absolutely no division of opinion on this matter among our Directors. Accordingly, any meeting or discussion as to a sale transaction or any other combination would not be productive.

Again, we expect that you will respect our unanimous and carefully considered decision in this matter; ArvinMeritor's continued pursuit of its proposal would be disruptive and counterproductive for both of our shareholder constituencies.

Sincerely,

Joseph M. Magliochetti

On July 8, 2003, concurrently with ArvinMeritor's issuance of a press release announcing its intention to commence the Offer, Mr. Yost called Mr. Magliochetti to inform him of the Offer and sent Mr. Magliochetti the following letter:

July 8, 2003

Mr. Joseph Magliochetti
Chairman, President and Chief Executive Officer
Dana Corporation
4500 Dorr Street
Toledo, OH 43615

Dear Joe:

In light of the dramatic changes taking place in our industry, the attractive cash price we are prepared to offer your shareowners and the compelling strategic fit of our two companies, our Board was surprised and disappointed when in response to our repeated efforts to effect a business combination of our two companies you informed us that Dana has "no interest whatsoever" in pursuing a transaction.

Because Dana has been unwilling to proceed with a business combination or even have an initial meeting with us to discuss our proposal, we are taking our offer directly to Dana's shareowners. We write to inform you that we will publicly disclose this morning our intention to commence a tender offer to purchase all of the outstanding shares of Dana for $15.00 per share in cash. Our improved offer above the $14.00 per share that we indicated to you in our earlier communications demonstrates our full commitment to consummating this transaction. We are hopeful that your Board recognizes the significant benefits of our offer to Dana and its shareowners.

We believe this is the most effective way to bring our two companies together and we are confident that our offer will be well received by your shareowners. Notwithstanding the significant uncertainties facing Dana and its business today, our offer permits Dana's shareowners to realize a premium of 56% over Dana's closing stock price on June 3,

2003, the last trading day before ArvinMeritor submitted its first proposal to Dana in writing. It also represents a premium of 39% over Dana's average closing stock price for the last 30 trading days and a premium of 25% over Dana's closing stock price on July 7, 2003, the last trading day before today's announcement.

Although we have found it necessary to go directly to your shareowners with our offer, it remains our strong preference to work together with the Dana Board to reach a mutually agreeable transaction. To this end, we and our advisors are prepared to meet with you and your advisors to discuss the terms of our offer and to negotiate a definitive agreement.

As I have expressed to you, if you are willing to work with us to consummate a transaction, we may be prepared to analyze further whether a higher value is warranted. In addition, we are flexible in considering a mix of cash and stock if it will facilitate a transaction.

I am confident that if we work together we can quickly close a transaction that is in the best interests of both companies' shareowners and other interested constituencies. We hope you will reconsider your decision and meet with us.

On behalf of the ArvinMeritor Board of Directors,

Sincerely,

Larry D. Yost
Chairman and Chief Executive Officer

Later on July 8, 2003, the Board of Directors met telephonically to discuss ArvinMeritor's letter and the related press release. The Board discussed the process for performing a thorough analysis of the anticipated tender offer when additional information became available and the legal requirements and obligations which would become applicable as a result of the Offer. Later that day, the Company issued a press release regarding the anticipated tender offer.

On July 9, 2003, ArvinMeritor issued a press release announcing the commencement of the offer at $15.00 per Share and ArvinMeritor and Offeror filed the Schedule TO, commencing the Offer.

On July 10, 2003, the Company issued the following press release:

TOLEDO, Ohio, July 10 -- Dana Corporation (NYSE: DCN - News) issued the following statement today in response to the announcement yesterday by ArvinMeritor, Inc. (NYSE: ARM - News) that it commenced a tender offer for the outstanding Dana shares.

Dana is evaluating ArvinMeritor's tender offer. As indicated Tuesday, Dana's Board of Directors will advise Dana shareholders of its position regarding the offer and state its reasons for such position within 10 business days of the commencement of the

offer. Dana continues to urge its shareholders to defer making a determination whether to accept or reject ArvinMeritor's offer until they have been advised of Dana's position with respect to the offer.

Dana's shareholders, and its customers, suppliers and employees, are strongly advised to carefully read Dana's solicitation/recommendation statement, when it becomes available, regarding the tender offer referred to in this press release, because it will contain important information, which should be considered carefully before any decision is made with respect to the tender offer. Copies of the solicitation/recommendation statement, which will be filed by Dana with the Securities and Exchange Commission, will be available free of charge at the SEC's web site at www.sec.gov, or at the Dana web site at www.dana.com, and will also be available, without charge, by directing requests to Dana's Investor Relations Department.

On July 11, 2003, the Board of Directors met with its legal and financial advisors and the Company's management to review developments with respect to the Offer. Among other things, at this meeting the Board was updated as to the status of the Offer, further details as to its terms and conditions, and the timetable for the Board's response under applicable law. The Board also received advice from its legal advisors concerning its duties in responding to the Offer, and was updated as to the litigation that had been commenced by ArvinMeritor with respect to the Offer. The Board discussed the appropriate framework for its consideration of the Offer, and, among other things, the desirability of providing a structure for the independent members of the Board to convene regularly as a committee to review and discuss, with such advice as they deemed appropriate, matters relevant to the Board's response to the Offer. In addition, at the July 11 meeting, the Board determined not to redeem the Rights or otherwise render them inapplicable to the Offer and resolved to delay the Distribution Date (as defined in the Rights Agreement) of the Rights, as more fully described under "Board Action Regarding Rights Agreement" in Item 8 below. The Board also authorized the retention of Goldman, Sachs & Co. ("Goldman Sachs") as an additional financial advisor in connection with the Offer.

On July 14, 2003, Goldman Sachs was retained as an additional financial advisor to the Board in connection with the Offer.

On July 18, 2003, the Board met again to review and consider the Offer. At the commencement of the meeting, the Board resolved to create a committee of independent directors (consisting of Ms. Grise and Ms. Marks and Messrs. Bailar, Baillie, Carpenter, Clark, Hiner, Kelly and Priory) (the "Committee of Independent Directors") to consider and evaluate the Offer, possible strategic alternatives and other matters as the Committee of Independent Directors may determine and provide reports and recommendations to the Board regarding these matters. The Board elected Mr. Hiner as Chairman of the Committee of Independent Directors. This structure is consistent with the Board's periodic practice of holding executive sessions of non-management directors in conjunction with regular Board meetings. The Committee of Independent Directors also determined to retain Skadden, Arps, Slate, Meagher & Flom LLP, as special counsel to the Committee of Independent Directors, and the Board agreed with such retention.

The July 18 Board meeting continued with the Board receiving presentations concerning its legal duties and the legal and regulatory framework relevant to the Offer from a representative of Wachtell, Lipton, Rosen & Katz, counsel to the Board, and presentations from representatives of Credit Suisse First Boston and Deutsche Bank concerning certain financial information relevant to consideration of the Offer. These latter presentations included a review of certain financial matters concerning the Offer, such as calculations of the offer price premiums and implied multiples to earnings per share, earnings before interest and taxes and other financial metrics, and reaction to the Offer by investors, equity analysts and rating agencies. A representative of management then presented the Company's near-term outlook and long-range management forecast, including the assumptions on which the latter was based, after which the financial advisors commented on the process they had engaged in with management to review the long-term forecast. The financial advisors also presented a financial analysis of the Company, which included a selected comparable companies analysis, a selected comparable acquisitions analysis, and a discounted cash flow analysis, including a discounted cash flow analysis demonstrating the sensitivities of the analysis to assumptions contained in management's long-range forecast. In the course of these presentations, the Board asked questions and, following the conclusion of the presentations to the Board, the Committee of Independent Directors met separately with representatives of Skadden, Arps, Slate, Meagher & Flom LLP, its special counsel, to further review and discuss matters related to the Offer.

At a meeting held on July 21, 2003, the Board met with its legal and financial advisors, the Committee of Independent Directors' legal advisor and the Company's management to further discuss the Offer and financial, legal and other considerations deemed relevant to the Offer. Among other things, the Board reviewed and discussed the factors and considerations summarized under "Reasons for the Recommendation" contained herein. Also at this meeting, Credit Suisse First Boston and Deutsche Bank delivered to the Board of Directors their respective opinions, dated July 21, 2003, to the effect that, as of the date of such opinions, the Offer was inadequate, from a financial point of view, to holders of Shares. At the conclusion of the July 21, 2003 meeting, in light of the prior contacts between Deutsche Bank and ArvinMeritor described in Item 5, Deutsche Bank and the Board agreed that Deutsche Bank would not continue Deutsche Bank's financial advisory engagement in connection with the Offer and the Proposed Transaction, but would continue to serve the Company in other advisory and financing matters as are mutually agreed. In addition, on July 21, 2003, the Committee of Independent Directors met separately with its legal advisor to review and discuss matters relating to the Offer. In recognition of the fact that their service on the Committee of Independent Directors would require a substantial commitment of time, the Board authorized the payment of annual stipends, meeting fees and expense reimbursement for members and the Chairman of the Committee of Independent Directors, on the same basis as provided to members of the Audit, Compensation and Advisory Committees of the Board.

On July 22, 2003, after consideration, including consultation with its legal advisor and the Board's legal and financial advisors and taking into account the factors described in Item 4(c) below, the Committee of Independent Directors unanimously determined that the Offer is inadequate, from a financial point of view, to holders of Shares and that the Offer is not in the best interests of either Dana or its shareholders and unanimously recommended to the full Board that the full Board, in turn, recommend that Dana shareholders reject the Offer and not tender their Shares pursuant to the Offer. On July 22, 2003, following a thorough discussion and in

light of the factors described in Item 4(c) below and taking into account the recommendation of the Committee of Independent Directors, the Board determined that the Offer is inadequate, from a financial point of view, to holders of Shares and that the Offer is not in the best interests of either Dana or its shareholders, and determined to recommend that Dana shareholders reject the Offer and not tender their Shares pursuant to the Offer.

(c) Reasons for the Recommendation.

In reaching the conclusion that the Offer is inadequate from a financial point of view, to holders of Shares and that the Offer is not in the best interests of either Dana or its shareholders and the recommendation described above, the Board of Directors consulted with its legal and financial advisors and senior management of the Company and took into account the recommendation of the Committee of Independent Directors and numerous other factors, including, but not limited to, the following:

(i) The presentations of, and the Board's discussions with, its financial advisors at meetings of the Board of Directors held on July 18 and July 21 concerning the Company, ArvinMeritor and the financial aspects of the Offer, including the opinions dated July 21, 2003, to the Board of Directors of Credit Suisse First Boston and Deutsche Bank, to the effect that as of the date of such opinions, the Offer was inadequate, from a financial point of view, to holders of Shares;

(ii) The fact that the market price per Share has been above the Offer price per Share since the public announcement of the Offer on July 8, 2003; the closing price per Share on the New York Stock Exchange on July 21, 2003, the last trading day prior to the Board of Directors' decision to recommend that shareholders reject the Offer and not tender their Shares pursuant to the Offer, was $15.24, which is higher than the Offer price of $15.00 per Share;

(iii) The Board's understanding of the Company's business, financial condition and results of operations, business strategy, restructuring plan, backlog of new business and future prospects and, based upon presentations by management, management's and the Board's belief that Dana's strategy is meeting its target to deliver improved financial performance for the remainder of 2003, 2004 and beyond, which management and the Board believe has not been fully reflected in the current stock price;

(iv) The fact that the Company has already demonstrated significant success in executing its restructuring plan as evidenced by the improved earnings since the inception of the plan in October of 2001, the generation of $540 million in proceeds

from asset sales, and the reduction of net debt by approximately $590 million over the past 18 months (excluding the approximately $710 million in asset sales and $580 million in debt reduction attributable to Dana Credit Corporation's disposition activities over the same period of time);

(v) The Board's consideration of several key economic trends in the heavy-duty vehicle sector that it believes will have a significant positive impact on Dana's performance in future years; in this regard, the Board noted, among other things, that management forecasts for heavy-duty vehicle production is expected to increase from 181 thousand units in 2002 to approximately 280 thousand units in 2005, an increase of approximately 49%;

(vi) The Board's belief that the Proposed Transaction, including the Offer, is opportunistic and if consummated would deprive all Dana shareholders, including those that do not accept the Offer, of the opportunity to realize the full value of their investment in the Company;

(vii) The fact that regulatory approval is a condition of the Offer; the Board believes, based upon the advice of the Company's antitrust counsel, that serious antitrust issues could prevent ArvinMeritor from consummating the Offer; for example Dana and ArvinMeritor are the only substantial North American producers of axles, driveshafts and foundation brakes for medium- and heavy-duty trucks, with combined market shares ranging from 80 percent to 100 percent, and through joint arrangements with Eaton Corporation and ZF Group, respectively, are the only North American suppliers of complete heavy truck drivetrain systems; as a result, the Board believes, based upon the advice of the Company's antitrust counsel, that the transaction is very likely to be subject to intensive scrutiny from government antitrust authorities and may result in antitrust litigation to block the Offer; in this regard the Board also noted that as of the date of its deliberations (and as of the date hereof), ArvinMeritor had not yet even made the necessary filing under the Hart-Scott-Rodino Antitrust Improvements Act of 1976;

(viii) The fact that the Offer is conditioned upon ArvinMeritor having received proceeds under new financings sufficient, together with cash on hand, to consummate the Proposed Transaction and that ArvinMeritor has acknowledged in response to regulatory inquiries that it has not entered into any agreements, commitments, credit facilities, letters of credit or other financing arrangements with regard to financing the Offer or the Proposed Transaction; the size of the financing required as well as the resulting pro forma credit ratios, which based on ArvinMeritor's public disclosures, would result in an approximate 88% pro forma debt-to-capital ratio, which would be among the highest in the industry, provide significant financing risk for ArvinMeritor; the inability to satisfy this condition would be a significant obstacle to completion of the Offer; and

(ix) The fact that the Offer is highly conditional and includes conditions that could provide significant obstacles to completion of the Offer or the other aspects of the Proposed Transaction and result in significant uncertainty that the Offer will be consummated, and, further, in the event of non-completion of the Offer due to the failure to satisfy certain conditions to the Offer for reasons not within the Company's control, could adversely affect the Company.

In light of the above factors, the Committee of Independent Directors and the Board determined that the Offer is not in the best interests of either Dana or its shareholders.

ACCORDINGLY, THE BOARD OF DIRECTORS RECOMMENDS THAT YOU REJECT THE OFFER AND DO NOT TENDER YOUR SHARES PURSUANT TO THE OFFER.

The foregoing discussion of the information and factors considered by the Committee of Independent Directors and the Board of Directors is not intended to be exhaustive but addresses all of the material information and factors considered by the Committee of Independent Directors and the Board of Directors in their consideration of the Offer and the Proposed Transaction. In view of the variety of factors and the amount of information considered, the Board of Directors and the Committee of Independent Directors did not find it practicable to provide specific assessments of, quantify or otherwise assign any relative weights to, the specific factors considered in determining their recommendations. Such determination was made after consideration of the factors taken as a whole. Individual members of the Committee of Independent Directors and the Board of Directors may have given differing weights to different factors. In addition, in arriving at their respective recommendations, the directors of the Company were aware of the interests of certain officers and directors of the Company as described under "Past Contracts, Transactions, Negotiations and Agreements."

Finally, the Board noted in the course of its deliberations as to the Offer that it has a continuing obligation to both oversee the ongoing progress of the business plan in relation to its objectives and to consider changes to the plan as well as other business or strategic alternatives if they appear desirable. The Board expects to actively continue such oversight as part of its responsibilities to set the strategic direction for the Company and to fulfill the goal of building shareholder value and safeguarding shareholder interests.

(d) Intent to Tender.

To the Company's knowledge, none of the Company's executive officers, directors, affiliates or subsidiaries currently intends to sell or tender for purchase pursuant to the Offer any Shares owned of record or beneficially owned.

Item 5. Persons/Assets Retained, Employed, Compensated or Used.

Credit Suisse First Boston, Deutsche Bank and Goldman Sachs were retained as financial advisors in connection with ArvinMeritor's proposal and with respect to any possible purchase of all or a portion of the stock or assets of the Company, or a sale of the Company. The Company has agreed to pay each of Credit Suisse First Boston, Deutsche Bank and Goldman Sachs customary fees for such services; to reimburse them for all expenses, including fees and expenses of counsel; and to indemnify them and certain related persons against certain liabilities, including liabilities under federal securities laws, relating to or arising out of their respective engagements.

Credit Suisse First Boston, Deutsche Bank and Goldman Sachs, and their respective affiliates, in the past have provided, and in the future may provide, investment banking and financial services to the Company, for which services they have received, and would expect to receive, compensation. In addition, an affiliate of each of Credit Suisse First Boston and Deutsche Bank are lenders to the Company under the Company's current revolving bank credit facility, for which services such affiliates have received, and will receive, compensation. In the

ordinary course of business, each of the financial advisors and their respective affiliates may actively trade or hold securities of Dana and ArvinMeritor for its own account or for the accounts of customers and, accordingly, may at any time hold a long or short position in such securities. Prior to the time ArvinMeritor first privately approached Dana concerning a possible acquisition or combination transaction, representatives of Deutsche Bank had met with ArvinMeritor in the ordinary course of Deutsche Bank's investment banking activities, for the purpose of seeking business with ArvinMeritor. In the course of that dialogue, Deutsche Bank discussed with ArvinMeritor a variety of transactional and financing possibilities, including a combination with Dana. In that context, based solely on publicly available information and market conditions at that time, between February and April 2003, Deutsche Bank presented analyses to ArvinMeritor regarding a business combination with Dana, including a cash acquisition, a stock and cash acquisition, and an all stock transaction in which the Dana shareholders would continue their equity interests and own a majority of the resulting combined company. Deutsche Bank reviewed illustrative transaction structures for Shares at less than or equal to the Offer price per Share, which represented a premium of greater than 50% of the trading price of Shares at the time, and transaction effects at various Share prices, at less than or greater than, the Offer price per Share. Deutsche Bank was not retained by ArvinMeritor and did not receive any remuneration in connection with these discussions. In late April, Deutsche Bank was asked by ArvinMeritor, and declined, any participation on behalf of ArvinMeritor in any potential transaction involving an acquisition by ArvinMeritor of Dana. As noted above in Item 4(b), at the conclusion of the July 21, 2003 meeting of the Board of Directors, Deutsche Bank and the Board agreed that Deutsche Bank would not continue Deutsche Bank's financial advisory engagement in connection with the Offer and the Proposed Transaction, but would continue to serve the Company in other advisory and financing matters as are mutually agreed.

The Company has retained D. F. King & Co., Inc. ("D. F. King") to assist it in connection with the Company's communications with its shareholders with respect to the Offer, to monitor trading activity in the Shares and to identify investors holding noteworthy positions in street name. The Company has agreed to pay D. F. King reasonable customary compensation for its services and reimbursement of out-of-pocket expenses in connection therewith. The Company has also agreed to indemnify D. F. King against certain liabilities arising out of or in connection with the engagement.

The Company has retained Kekst & Company, Inc. as its public relations advisor in connection with the Offer. The Company has agreed to pay customary compensation for such services and to reimburse Kekst & Company, Inc. for its out-of-pocket expenses arising out of or in connection with the engagement. The Company has also agreed to indemnify Kekst & Company, Inc. against certain liabilities arising out of or in connection with the engagement.

Except as set forth above, neither the Company nor any person acting on its behalf has employed, retained or agreed to compensate any person to make solicitations or recommendations to shareholders of the Company concerning the Offer.

Item 6. Interest in Securities of the Subject Company.

Except as set forth on Annex B hereto, no transactions in the Shares have been effected during the past 60 days by the Company or, to the Company's knowledge, any of the Company's directors, executive officers, affiliates or subsidiaries.

Item 7. Purposes of the Transaction and Plans or Proposals.

Except as set forth in this Statement, the Company is not currently undertaking or engaged in any negotiation in response to the Offer that relates to (i) a tender offer for or other acquisition of securities by or of the Company, any subsidiary of the Company or any other person; (ii) an extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries; (iii) a purchase, sale or transfer of a material amount of assets by the Company or any of its subsidiaries; or (iv) any material change in the indebtedness, present capitalization or dividend policy of the Company.

Except as set forth in this Statement, there are no transactions, Board of Directors' resolutions, agreements in principle or signed agreements in response to the Offer that relate to or would result in one or more of the events referred to in the first paragraph of this item.

Item 8. Additional Information to be Furnished.

The information contained in all of the Exhibits referred to in Item 9 below is incorporated herein by reference in its entirety.

Litigation. On July 8, 2003, ArvinMeritor and the Offeror initiated an action in the Circuit Court for the City of Buena Vista, Virginia (the "State Action") naming the Company and its directors as defendants. ArvinMeritor and the Offeror are seeking a declaratory judgment in the State Action that the defendants breached their fiduciary duties to the Company's shareholders by refusing to negotiate or meet with ArvinMeritor to discuss the proposal ArvinMeritor made in June prior to rejecting it. In addition, ArvinMeritor and the Offeror seek a declaratory judgment that, among other things, the defendants have breached their fiduciary obligations by failing to ensure that no conflict exists between the defendants' own interests and those of the Company's shareholders or, if any such conflicts exist, to ensure that they are resolved in favor of the Company's shareholders, and by failing to redeem the Rights in response to the Offer. ArvinMeritor and the Offeror also seek an injunction prohibiting the Company from taking any action with respect to the Rights Agreement or otherwise that is designed to impede or delay the Offer or the Proposed Merger. The Company and the Board of Directors believe the allegations in the State Action are without merit.

On July 9, 2003, ArvinMeritor and the Offeror initiated an action in the United States District Court for the Western District of Virginia (the "Federal Action") against the Company seeking a declaratory judgment that ArvinMeritor's and the Offeror's statements and disclosures in connection with the Offer comply with applicable federal law. The Company and the Board of Directors believe the Federal Action is without merit.

On July 15, 2003, a Dana shareholder purported class action lawsuit was filed in the United States District Court for the Western District of Virginia (the "Shareholder Action")

against the Company and each of its directors. The Shareholder Action purports to be brought on behalf of all persons, other than the defendants in the action, who own the common stock of the Company and who are similarly situated. The Shareholder Action asserts that the director defendants breached their fiduciary duties to the Company's shareholders in connection with the Offer. The Shareholder Action seeks relief declaring that the action can properly be maintained as a class action, directing the director defendants to exercise their duty of care by giving due consideration to any proposed business combination, and directing the director defendants to ensure that no conflict exists between the directors' own interests and those of the Company's shareholders or, if any such conflict exists, to ensure that all such conflicts are resolved in the best interests of the Company's shareholders. However, the Company and the Board of Directors believe the allegations in the Shareholder Action are without merit.

The Company and its directors have been named as defendants in two purported derivative actions filed in the Circuit Court for the City of Buena Vista, Virginia. Each of the actions alleges that the directors breached their fiduciary duties by allegedly failing to give due consideration to the June 2003 private proposals made by ArvinMeritor, and further allege that the defendants are subject to conflicts of interest and that the Board's not redeeming the Rights to permit the ArvinMeritor proposal to be effectuated is a breach of fiduciary duty. As relief, the complaints seek, among other things, an order restricting the use of the Rights and damages in an unspecified amount. The Company believes the allegations of the Complaint are without merit.

The foregoing description is qualified in its entirety by reference to Exhibits (a)(4) through (a)(8).

Board Action Regarding Rights Agreement. At its meeting on July 11, 2003, the Board of Directors took action, as permitted by the Rights Agreement, to postpone the Distribution Date (as defined in the Rights Agreement), which otherwise would be triggered by the Offer, until the earlier of: (1) 10 days after the Shares Acquisition Date (as defined in the Rights Agreement) or (2) such date as may be subsequently determined by the Board of Directors. Until the Distribution Date, the Rights will continue to be evidenced by the certificates for the Shares and the Rights will be transferable only in connection with the transfer of the associated Shares.

Board Action Regarding By-Law Amendments. In addition to amending the Company's By-Laws to establish the Committee of Independent Directors, at its meeting on July 22, 2003 the Board of Directors amended the Company's By-Laws to clarify that a meeting of the Board of Directors may be called by the Chairman of the Board or by a majority of Directors.

Forward-Looking Statements. Certain statements made in this Statement indicating the Company's or management's intentions, beliefs, expectations or predictions for the

future are forward-looking statements. These statements are only predictions and may differ materially from actual or future events or results. Such forward-looking statements are not guarantees of future performance and may involve known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied. Risks and uncertainties include, without limitation, global and regional economic conditions, business conditions in the overall automotive industry and the cost and timing of the Company's repositioning plan implementation. They also include other factors discussed herein and those detailed from time to time in the Company's filings with the SEC.

Item 9. Exhibits.

Exhibit No.	Description
(a) (1)	Letter, dated July 22, 2003, to Dana shareholders
(a) (2)	Press release issued by Dana on July 22, 2003
(a) (3)	E-mail, dated July 22, 2003, to Dana employees
(a) (4)	Complaint filed by ArvinMeritor, Inc. on July 8, 2003 in the Circuit Court for the City of Buena Vista, Virginia
(a) (5)	Complaint filed by ArvinMeritor, Inc. on July 9, 2003 in United States District Court for the Western District of Virginia
(a) (6)	Complaint filed by Roger Ryan, on behalf of himself and all others similarly situated, on July 15, 2003 in United States District Court for the Western District of Virginia
(a) (7)	Complaint filed for shareholder derivative action filed by Michael Martin, dated July 11, 2003 in the Circuit Court for the City of Buena Vista, Virginia
(a) (8)	Complaint filed for shareholder derivative action filed by Adolph Feuerstein, dated July 10, 2003 in the Circuit Court for the City of Buena Vista, Virginia
(a) (9)	Slide Presentation dated July 23, 2003 (incorporated by reference to Exhibit 99.1 to Dana's Form 8-K filed July 23, 2003)
(e) (1)	Additional Compensation Plan (incorporated by reference to Exhibit A to Dana's Proxy Statement dated March 3, 2000)
(e) (2)	First Amendment to Additional Compensation Plan (incorporated by reference to Exhibit 10-A(1) to Dana's Form 10-Q for the quarter ended June 30, 2002)
(e) (3)	Amended and Restated Stock Incentive Plan (incorporated by reference to Exhibit B to Dana's Proxy Statement, dated March 5, 2003)
(e) (4)	Excess Benefits Plan (incorporated by reference to Exhibit 10-F to Dana's Form 10-K for the year ended December 31, 1998)
(e) (5)	First Amendment to Excess Benefits Plan (incorporated by reference to Exhibit 10-C(1) to Dana's Form 10-Q for the quarter ended September 30, 2000)
(e) (6)	Second Amendment to Excess Benefits Plan (incorporated by reference to Exhibit 10-C(2) to Dana's Form 10-Q for the quarter ended June 30, 2002)
(e) (7)	Director Deferred Fee Plan (incorporated by reference to Exhibit C to Dana's Proxy Statement dated March 5, 2003)
(e) (8)	Employment Agreement between Dana and J.M. Magliochetti (incorporated by reference to Exhibit 10-E to Dana's Form 10-K for the year ended December 31, 2000)
(e) (9)	Change-of-control Agreement between Dana and W.J. Carroll (incorporated by reference to Exhibit 10-J(4) to Dana's Form 10-K for the year ended December 31, 1997. There are substantially similar agreements with B.N. Cole, M.A. Franklin, C.F. Heine, J.M Laisure, T.R. McCormack and R.C. Richter)

Exhibit No.	Description
(e) (10)	Collateral Assignment Split-Dollar Insurance Agreement for the Universal Life Policies between Dana and J.M. Magliochetti (incorporated by reference to Exhibit 10-G to Dana's Form 10-K for the year ended December 31, 2001. There are substantially similar agreements with W.J. Carroll, B.N. Cole, M.A. Franklin and R.C. Richter)
(e) (11)	Supplemental Benefits Plan (incorporated by reference to Exhibit 10-H to Dana's Form 10-Q for the quarter ended September 30, 2002)
(e) (12)	1999 Restricted Stock Plan, as amended and restated (incorporated by reference to Exhibit A to Dana's Proxy Statement dated March 5, 2002)
(e) (13)	1998 Directors' Stock Option Plan (incorporated by reference to Exhibit A to Dana's Proxy Statement dated February 27, 1998)
(e) (14)	Supplementary Bonus Plan (incorporated by reference to Exhibit 10-N to Dana's Form 10-Q for the quarter ended June 30, 1995)
(g)	Not applicable

SIGNATURE

After due 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.

DANA CORPORATION

By: /s/ Joseph M. Magliochetti

Joseph M. Magliochetti
Chairman of the Board and
Chief Executive Officer

Dated: July 23, 2003

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(e) (5)	First Amendment to Excess Benefits Plan (incorporated by reference to Exhibit 10-C(1) to Dana's Form 10-Q for the quarter ended September 30, 2000)
(e) (6)	Second Amendment to Excess Benefits Plan (incorporated by reference to Exhibit 10-C(2) to Dana's Form 10-Q for the quarter ended June 30, 2002)
(e) (7)	Director Deferred Fee Plan (incorporated by reference to Exhibit C to Dana's Proxy Statement dated March 5, 2003)
(e) (8)	Employment Agreement between Dana and J.M. Magliochetti (incorporated by reference to Exhibit 10-E to Dana's Form 10-K for the year ended December 31, 2000)
(e) (9)	Change-of-control Agreement between Dana and W.J. Carroll (incorporated by reference to Exhibit 10-J(4) to Dana's Form 10-K for the year ended December 31, 1997. There are substantially similar agreements with B.N. Cole, M.A. Franklin, C.F. Heine, J.M Laisure, T.R. McCormack and R.C. Richter)
(e) (10)	Collateral Assignment Split-Dollar Insurance Agreement for the Universal Life Policies between Dana and J.M. Magliochetti (incorporated by reference to Exhibit 10-G to Dana's Form 10-K for the year ended December 31, 2001. There are substantially similar agreements with W.J. Carroll, B.N. Cole, M.A. Franklin and R.C. Richter)
(e) (11)	Supplemental Benefits Plan (incorporated by reference to Exhibit 10-H to Dana's Form 10-Q for the quarter ended September 30, 2002)

(e) (12)	1999 Restricted Stock Plan, as amended and restated (incorporated by reference to Exhibit A to Dana's Proxy Statement dated March 5, 2002)
(e) (13)	1998 Directors' Stock Option Plan (incorporated by reference to Exhibit A to Dana's Proxy Statement dated February 27, 1998)
(e) (14)	Supplementary Bonus Plan (incorporated by reference to Exhibit 10-N to Dana's Form 10-Q for the quarter ended June 30, 1995)
(g)	Not applicable

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ANNEX A

(a) Executive Compensation

SUMMARY COMPENSATION TABLE

The following table contains information about the compensation from Dana Corporation (the "Company") and its subsidiaries paid or awarded to, or earned by, the Company's Chief Executive Officer and the four other highest compensated persons who were serving as executive officers of the Company at the end of 2002 for the three fiscal years ended December 31, 2000, 2001 and 2002 (the "Named Executive Officers").

		ANNUAL COMPENSATION			LONG-TERM COMPENSATION AWARDS		
Name and Principal Position	Year	SALARY ($)(1)	BONUS ($)(2)	OTHER ANNUAL COMPENSATION ($)(3)	RESTRICTED STOCK AWARDS ($)(4)	SECURITIES UNDERLYING OPTIONS/ SARs(#)(5)	ALL OTHER COMPENSATION ($)(6)
Joseph M. Magliochetti							
Chief Executive Officer,	2002	$935,000	$430,000	$68,346	$0	250,000	$3,158
President and	2001	935,000	0	79,727	1,019,400	250,000	3,218
Chief Operating Officer	2000	850,000	0	98,363	0	250,000	3,218
William J. Carroll							
President - Automotive	2002	536,500	245,500	55,836	0	55,000	5,115
Systems Group	2001	520,000	0	59,759	509,700	55,000	4,395
	2000	480,000	0	61,947	0	55,000	4,395
Marvin A. Franklin, III							
President - Dana	2002	495,000	226,500	52,787	0	55,000	3,158
International and Global	2001	480,000	0	59,888	509,700	55,000	2,708
Initiatives	2000	440,000	0	51,472	0	55,000	3,218
Robert C. Richter							
Vice President and	2002	480,000	263,600	-	0	55,000	3,158
Chief Financial Officer	2001	451,667	0	48,723	509,700	55,000	2,708
	2000	400,000	0	45,622	103,600	55,000	3,218
Bernard N. Cole							
President - Heavy Vehicle	2002	398,000	182,100	-	0	40,000	5,115
Technologies & Systems	2001	390,000	0	43,961	407,760	36,000	4,395
Group	2000	365,000	0	36,823	0	36,000	4,395

(1) In general, salary increases in 2002 were delayed until July 2002 for the senior executive group as they were for most of the Company's salaried employees.

(2) Annual bonuses received (or deferred) under the Company's Additional Compensation Plan or otherwise are reported in the year earned, whether deferred or paid in that year or in the following year.

(3) "Other Annual Compensation" includes perquisites and personal benefits where such perquisites and benefits exceed the lesser of $50,000 or 10% of the officer's annual salary and bonus for the year. Of the amounts reported, the following items exceeded 25% of the total perquisites and benefits reported for the officer: for Mr. Magliochetti, professional services valued at $43,350 in 2002, $54,182 in 2001 and $70,649 in 2000; for Mr. Carroll, professional services valued at $30,329 in 2002, $35,394 in 2001 and $37,482 in 2000; and vehicles valued at $15,420 in 2002 and $15,754 in 2001; for Mr. Franklin, professional services valued at $29,172 in 2002, $35,595 in 2001 and $36,467 in 2000; for Mr. Richter, professional services valued at $29,165 in 2001 and $28,615 in 2000; and vehicles valued at $13,894 in 2001 and $14,346 in 2000; and for Mr. Cole, professional services valued at $25,292 in 2001 and $22,618 in 2000; and vehicles valued at $12,724 in 2001 and $9,374 in 2000. Professional services include financial, tax and estate planning services received by the officer. Of the amounts reported, the following

represent insurance premiums (after tax gross-up) paid prior to the enactment of the Sarbanes-Oxley Act of 2002 on behalf of the named executive for life insurance coverages: for Mr. Magliochetti, $10,322 in 2002, $9,485 in 2001 and $11,251 in 2000; for Mr. Carroll, $4,342 in 2002, $4,016 in 2001 and $4,422 in 2000; for Mr. Franklin, $3,130 in 2002, $2,933 in 2001 and $3,335 in 2000; for Mr. Richter, $2,003 in 2001 and $2,286 in 2000; and for Mr. Cole, $3,493 in 2001 and $4,831 in 2000.

(4) "Restricted Stock Awards" reflect grants of restricted stock under the Company's 1999 Restricted Stock Plan. Awards of restricted stock under the Plan are generally subject to a 5-year restriction period during which the executive must remain a full-time employee of the Company or its subsidiaries. The Compensation Committee, which administers the Plan, has the discretion to shorten any restriction periods or to waive the restrictions. The restrictions lapse in the event the executive's employment is terminated at the Company's initiative following a change-of-control. In the discretion of the Compensation Committee, dividends on the granted shares are paid in additional restricted shares, in lieu of cash, at the same times and rates as cash dividends are paid to the Company's shareholders. The Plan provides participants with the opportunity to convert restricted stock awards into restricted stock units which are payable in Shares (as defined herein) after they have retired. During the period between conversion and distribution, the executive's restricted stock units will continue to be credited with dividends that are declared on the restricted shares. Messrs. Magliochetti, Carroll, Franklin, Richter and Cole, and several other executives, have elected to convert some or all of their restricted stock into restricted stock units. The value of the restricted stock grants shown in the Summary Compensation Table was calculated by multiplying the number of shares awarded by the difference between the closing price of Shares on the date of grant (as reported in the New York Stock Exchange-Composite Transactions published in The Wall Street Journal) and the purchase price, if any, paid by the executive.

At December 31, 2002, Mr. Magliochetti held 131,320 shares of restricted stock valued at $1,359,173; Mr. Carroll held 52,019 shares of restricted stock valued at $558,554; Mr. Franklin held 52,163 shares of restricted stock valued at $565,887; Mr. Richter held 42,180 shares of restricted stock valued at $472,037; and Mr. Cole held 32,586 shares of restricted stock valued at $349,995. The restricted stock holdings described in this paragraph include all restricted stock units credited to the executives. The value of these aggregate restricted stock holdings was calculated by multiplying the number of shares held by the difference between the closing price of Shares on December 31, 2002 ($11.76 per share), as reported in the New York Stock Exchange-Composite Transactions published in The Wall Street Journal, and the purchase price, if any, paid by the executives.

(5) "Securities Underlying Options/SARs" represents Shares underlying options granted in 2000 through 2002. There are no outstanding stock appreciation rights ("SARs").

(6) "All Other Compensation" consists of contributions made by the Company under its Savings and Investment Plan to match contributions made by the executives to their accounts.

OPTION GRANTS IN 2002

The following table contains information about the stock options granted under the Company's Amended and Restated Stock Incentive Plan (the "Incentive Plan") in 2002 to the executive officers named in the Summary Compensation Table. No SARs were granted in 2002. In calculating the "Grant Date Present Value," the Company used a variation of the Black-Scholes option pricing model, as described in Note 3. The value shown is a hypothetical value only; over their lives, the options could have a greater or a lesser value than that shown in the table, and under some circumstances they could have zero value.

OPTION GRANTS IN LAST FISCAL YEAR

NAME	NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED (#)	% OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN 2002	EXERCISE OR BASE PRICE ($/SHARE)(1)	EXPIRATION DATE(2)	GRANT DATE PRESENT VALUE($)(3)
Mr. Magliochetti	250,000	7.83%	$15.33	7/15/12	$ 1,917,500
Mr. Carroll	55,000	1.72%	15.33	7/15/12	421,850
Mr. Franklin	55,000	1.72%	15.33	7/15/12	421,850
Mr. Richter	55,000	1.72%	15.33	7/15/12	421,850
Mr. Cole	40,000	1.25%	15.33	7/15/12	307,800

(1) The exercise price (the price that the executive must pay to purchase each Share that is subject to an option) is equal to the "fair market value" (as defined in the Incentive Plan) of a Share on the date of grant of the option. All options shown were granted on July 16, 2002.

(2) Options may be exercised during a period that begins one year after the date of grant and ends ten years after the date of grant. During the exercise period, an optionee may exercise 25% of the total options after one year from the date of grant, 50% after two years from the date of grant, 75% after three years from the date of grant, and all of the options after four years from the date of grant. Options may be exercised for up to five years following the retirement (as defined in the Incentive Plan) of the executive. An optionee's exercise rights will be accelerated in the event of a change-of-control of the Company.

(3) A variant of the Black-Scholes option pricing model was used to determine the hypothetical grant date value for these options. In applying the model, the Company assumed a 12-month volatility of 53.24%, a 3.53% risk-free rate of return, a dividend yield at the date of grant of 0.26% and a 5.4-year option term. The model did not assume any forfeitures prior to exercise, which could have reduced the reported grant date values. Since this model is assumption-based, it may not accurately determine the options' present value. The true value of the options, when and if exercised, will depend on the actual market price of a Share on the date of exercise.

AGGREGATED OPTION EXERCISES IN 2002 AND 2002 YEAR-END OPTION VALUES

The following table contains information about the options for the Company's Common Stock, par value $1.00 per share ("Shares") that were exercised in 2002 by the Named Executive Officers, the aggregate value of these officers' unexercised options at the end of 2002 and the aggregate value of these officers' unexercised in-the-money options at the end of 2002. None of the officers held any SARs as of December 31, 2002.

			NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT 12/31/02(#)		VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT 12/31/02($)	
NAME	SHARES ACQUIRED ON EXERCISE(#)	VALUE REALIZED($)	EXERCISABLE	UNEXERCISABLE	EXERCISABLE	UNEXERCISABLE
Mr. Magliochetti	0	$ 0	590,500	587,500	$ 0	$ 0
Mr. Carroll	0	0	190,750	132,250	0	0
Mr. Franklin	0	0	228,250	132,250	0	0
Mr. Richter	0	0	197,250	130,250	0	0
Mr. Cole	0	0	202,500	91,500	0	0

PENSION PLANS

For the Named Executive Officers, pension benefits are determined under the Company's pension plans, as described below. In addition, Mr. Magliochetti is eligible to receive supplemental retirement benefits under his employment agreement. Mr. Magliochetti's employment agreement provides that if his employment with the Company is terminated other

than for "cause" (as defined in his employment agreement), he will receive a supplemental lifetime monthly pension calculated at 50% (or, if higher, the percentage which is the product of 1.6% multiplied by his years of credited service at retirement) of his highest average monthly compensation (defined as salary received during the month preceding his termination of service plus 1/12th of the average of the highest bonuses paid to him by the Company during any three consecutive years) reduced by benefits payable to him by the Company under the pension plans described below, pension or disability benefits payable to him by other organizations and 50% of his primary Social Security benefit. The types of compensation that are reported in the Summary Compensation Table under "Salary" and "Bonus" (and also including deferred bonuses) will be used to calculate the retirement benefits payable to Mr. Magliochetti under his employment agreement. The agreement also provides for a pre-retirement death benefit. The maximum monthly pension that Mr. Magliochetti would have received under his employment agreement if he had retired on January 1, 2003, before taking into account the reductions described above, would be $76,310. In lieu of receiving this benefit in the form of a monthly pension, Mr. Magliochetti may elect to receive the distribution of the benefit in any form permitted under the Dana Corporation Retirement Plan (the "Retirement Plan").

The Retirement Plan is a cash balance plan (a type of non-contributory defined benefit pension plan in which participants' benefits are expressed as individual accounts). Benefits are computed as follows: During each year of participation in the Retirement Plan, a participant earns a service credit equal to a specified percentage of his "earnings" (as defined in the Retirement Plan) up to one-quarter of the Social Security taxable wage base, plus a specified percentage of his earnings above one-quarter of the taxable wage base. The percentages increase with the length of service with the Company. A participant with 30 or more years of service receives the maximum credit (6.4% of earnings up to one-quarter of the taxable wage base, plus 12.8% of earnings over one-quarter of the taxable wage base). A participant employed by the Company on July 1, 1988 (when the Retirement Plan was converted to a cash balance plan) also earns a transition benefit designed to provide that his retirement benefit under the current Retirement Plan will be comparable to the benefit he would have received under the predecessor plan. A participant earns this transition benefit ratably over the period from July 1, 1988, to his 62nd birthday, except that in the event of a change in control of the Company, he will be entitled to the entire transition benefit. The accumulated service credits and the transition benefit are credited with interest annually, in an amount (generally, not less than 5%) established by the Board of Directors of the Company (the "Board"). A participant employed by the Company on July 1, 1988, who was eligible to retire on July 1, 1993, but who elects to retire after that date, will receive the greater of the benefit provided by the current Retirement Plan or a benefit comparable to the benefit provided under the predecessor plan (determined as of July 1, 1993) with interest credits. The normal retirement age under the Retirement Plan is 65.

Federal tax law imposes maximum payment limitations on tax qualified-plans. The Company has adopted an Excess Benefits Plan which covers all employees eligible to receive retirement benefits under a funded Company tax-qualified defined benefit plan. Under the Excess Benefits Plan, the Company will pay from its general funds any amounts that exceed the federal limitations and any amounts that are not paid under the Retirement Plan due to earnings being reduced by deferral of the employees' bonus payments.

The Company has also adopted a Supplemental Benefits Plan which covers U.S.-based members of the Company's "A" and "B" Groups (as defined by the Compensation Committee of the Board of Directors (the "Compensation Committee")). Under this Supplemental Benefits Plan, the Company will pay Mr. Magliochetti the difference between the aggregate benefits that he will receive under the Retirement Plan and the Excess Benefits Plan and the benefit that he would have been entitled to receive under the predecessor plan to the Retirement Plan in effect prior to July 1, 1988. Messrs. Carroll, Franklin, Richter and Cole, and the other "A" and "B" Group executives who were participants in the predecessor plan to the Retirement Plan and who are not listed in the Summary Compensation Table, are entitled to 80% of this benefit if they retire before the end of 2004, 70% if they retire in the years 2005-2009, and no benefit if they retire after 2009. Benefits payable under the predecessor plan are based on the participant's credited service and "final monthly earnings," which for Mr. Magliochetti is defined as base salary (before reduction for salary deferrals under the Company's Savings and Investment Plan), plus bonuses paid (or that would have been paid, but for a deferral arrangement) during the three highest of his last ten years of employment prior to retirement, divided by 36. With respect to Messrs. Carroll, Franklin, Richter and Cole, and the other "A" and "B" Group executives who were participants in the predecessor plan to the Retirement Plan and who are not listed in the Summary Compensation Table, "final monthly earnings" is defined as base salary (before reduction for salary deferrals under the Company's Savings and Investment Plan), plus bonuses paid (or that would have been paid, but for a deferral arrangement) during the five highest consecutive years of their last ten years of employment prior to retirement, divided by 60. The types of compensation that are reported in the Summary Compensation Table under "Salary" and "Bonus" will be used to calculate the retirement benefits payable to these executives under the predecessor plan. The Supplemental Benefits Plan provides for a pre-retirement death benefit. In addition, the maximum level of bonus award that is includable under the Supplemental Benefits Plan, as well as under the Retirement Plan, the Excess Benefits Plan and the pension portion of Mr. Magliochetti's employment agreement, is 125% of base salary. In the event of a change-of-control of the Company, participants in the Excess Benefits and Supplemental Benefits Plans will receive a lump-sum payment of all benefits previously accrued thereunder and will be entitled to continue to accrue benefits thereunder.

The estimated monthly annuity benefits payable, starting at age 65, as accrued through December 31, 2002, in the aggregate under the Retirement Plan, Excess Benefits Plan and Supplemental Benefits Plan for the Named Executive Officers, are as follows: Mr. Magliochetti, $62,647; Mr. Carroll, $31,209; Mr. Franklin, $24,515; Mr. Richter, $21,323; and Mr. Cole, $25,212. The benefits shown above for Mr. Magliochetti will reduce the retirement benefit payable to him under his employment agreement (described above).

ANNUAL INCENTIVES

The Named Executive Officers and other executive officers have an opportunity to earn annual bonuses under the Company's Additional Compensation Plan. Award opportunities vary, based on the individual's position and base salary. Actual bonuses are based on the Company's success in achieving performance objectives that are established in advance. These objectives are set annually, based on the Company's short-term strategic direction and the current economic climate.

The 2002 performance objectives under the Additional Compensation Plan consisted of a hurdle (the minimum level of corporate performance that had to be achieved for bonuses to be paid) a goal (the corporate performance level at which bonuses equal to 60% of salary would be paid), and performance in excess of the goal (at which bonuses up to a maximum of 96% of salary would be paid).

For 2002, the Compensation Committee approved performance objectives which included corporate operating income and ROIC, as well as five strategic operating objectives tied to the Company's restructuring goals. The Compensation Committee also approved an additional bonus modifier based on the Company's total shareholder return relative to 24 industry peer companies. These peer companies differ somewhat from the peer companies used for compensation comparisons.

The Company's operating income and ROIC performance exceeded the minimum hurdle required to earn a bonus in 2002, and the Company achieved four of the five strategic operating objectives approved by the Compensation Committee. Based on these results, the Compensation Committee approved bonus payments for 2002 equal to approximately 46% of base salary for Messrs. Magliochetti, Carroll, Franklin, Richter and Cole, based upon the performance objectives that were approved by the Committee. There was no additional bonus awarded as a result of the total shareholder return modifier. In order to reward Mr. Richter for superior individual performance relating to the improvement in the Company's liquidity and financial position, as well as his involvement in the Company's corporate governance activities, the Compensation Committee awarded him a discretionary additional bonus of $44,000. The annual bonuses awarded to these five individuals, including the supplemental bonus to Mr. Richter, under the Additional Compensation Plan, are reflected in the Summary Compensation Table. In view of the fact that Mr. Magliochetti's total compensation package is less than that of CEOs of comparable companies, the Committee decided in February 2003 to award him 15,900 shares of restricted stock. This award will be reported in the Summary Compensation Table in the 2004 Proxy Statement.

In the event of a change-of-control of the Company, unless otherwise provided, all awards deferred under the plan, whether to a stock account or an interest equivalent account, are paid out to participants in a lump sum in cash.

(b) Director Compensation

Non-employee directors are paid the following fees for their services, in addition to reimbursement for expenses incurred: a $40,000 annual stipend for service on the Board, a $2,500 annual stipend for service on each Committee ($10,000 for the Committee Chairmen of the Audit, Compensation and Advisory Committees; $5,000 for the Funds Committee Chairman), a fee of $1,000 for each Board or Committee meeting attended, and a fee of $1,000 per half day for any special services performed at the request of the Chairman of the Board.

Non-employee directors may elect to defer payment of the foregoing fees under the Company's Director Deferred Fee Plan. In addition, each non-employee director receives an annual credit of 800 deferred stock units under the Plan. Deferred fees may be credited to a stock account or an interest equivalent account or both. Stock units are credited to a stock ac-

count based upon the amount of fees deferred and the market price of Shares. Whenever cash dividends are paid on Shares, each stock account is credited with additional stock units equal to the number of Shares that could have been purchased if a cash dividend had been paid on the number of stock units currently in the account. The number of stock units in each director's stock account as of December 31, 2002 is shown in the table that appears under the caption, "Stock Ownership." The value of the stock units in each stock account at the time of distribution will be based on the market value of the Shares at that time. Interest equivalent accounts accrue interest quarterly at the rate for prime commercial loans. Distribution of the deferred fees, whether held in a stock account or an interest equivalent account, is made in cash, Shares or a combination of cash and Shares, in a lump sum or up to ten annual installments, at the time the Director retires, dies or terminates service with the Company. Directors may, during the five-year period following retirement or termination of service as a director, elect to convert all or any percentage (or dollar amount) of the stock units credited to their stock account into an equivalent dollar balance in their interest equivalent account. In the event of a change-of-control of the Company, all amounts deferred under the Director Deferred Fee Plan are paid out to participants in a lump sum in cash.

All non-employee directors also participate in the Company's stockholder-approved 1998 Directors' Stock Option Plan. This plan provides for the automatic grant of options to purchase 3,000 Shares to each non-employee director annually on the date of the Board's organizational meeting which is held after the Annual Meeting of Shareholders. Options are priced at the fair market value of the Shares on the date of grant and have a term of 10 years, except in the case of the director's earlier death or retirement, when they become exercisable within specified periods following the date of such event. In the event of a change-of-control of the Company, all outstanding unexercised stock options issued under the 1998 Directors' Stock Option Plan would become fully exercisable.

(c) Equity Compensation Plan Information

The following table gives information as of December 31, 2002, about Shares that may be issued upon the exercise of options, warrants and rights under all of the Company's existing equity compensation plans (together, the "Equity Plans"). The table does not include the 5,000,000 additional Shares authorized under the Incentive Plan or the 200,000 additional Shares authorized under the Dana Corporation Directors Deferred Fee Plan, which were approved by shareholders at the 2003 Annual Meeting.

EQUITY COMPENSATION PLAN INFORMATION

PLAN CATEGORY	(A) NUMBER OF SECURITIES TO BE ISSUED UPON EXERCISE OF OUTSTANDING OPTIONS, WARRANTS AND RIGHTS	(B) WEIGHTED AVERAGE EXERCISE PRICE OF OUTSTANDING OPTIONS, WARRANTS AND RIGHTS	(C) NUMBER OF SECURITIES REMAINING AVAILABLE FOR FUTURE ISSUANCE UNDER EQUITY COMPENSATION PLANS (EXCLUDING SECURITIES REFLECTED IN COLUMN (A))
Equity Plans approved by security holders	17,758,007 (1)	$ 30.1780	7,744,392 (2)
Equity Plans not approved by security holders	-0-	N/A	58,530 (3)
Total	17,758,007	$ 30.1780	7,802,922

(1) This number includes options outstanding at December 31, 2002, under the 1997 Stock Option Plan and the Company's 1993 and 1998 Directors Stock Option Plans and under the Echlin Inc. 1992 Stock Option Plan and 1996 Non-Executive Director Stock Option Plans. The number shown does not include: (a) 232,819 restricted stock units ("RSUs") that are outstanding under the Company's 1989 Restricted Stock Plan, which has been approved by the Company's shareholders; (b) 473,902 stock "units" credited to participants' stock accounts under the Company's stockholder-approved Additional Compensation Plan, representing deferred compensation that may be distributed in the form of Shares when a participant terminates employment; and (c) 101,170 stock "units" credited to non-employee directors' stock accounts under the Company's stockholder-approved Director Deferred Fee Plan, representing deferred fees that may be distributed in the form of Shares when the director retires or terminates service with the Company.

(2) This number includes the aggregate number of Shares that remain available for future issuance, at December 31, 2002, under all of our stockholder-approved Equity Plans. This includes 890,014 shares available under the Company's 1999 Restricted Stock Plan, which provides for the grant of restricted stock, 458,093 shares available (as dividend equivalents to be credited on restricted stock awards previously granted) under the Company's 1989 Restricted Stock Plan and 1,467,612 shares available under the Incentive Plan. It also includes 326,086 shares available for future issuance under the Additional Compensation Plan; 55,000 shares available under the 1998 Directors' Stock Option Plan; 47,587 shares available under the Director Deferred Fee Plan (the "DDFP") and 4,500,000 Shares that may be issued under the Company's Employees' Stock Purchase Plan (the "ESPP") for sale to the ESPP Custodian. To date, all Shares allocated to participants' accounts under the ESPP have been obtained by the Custodian by the purchase of outstanding Shares on the open market.

(3) This is the number of Shares available for issuance at December 31, 2002 under the Company Stock Award Plan, the only Equity Plan that has not been approved by our shareholders. A pool of 100,000 Shares is authorized for issuance under this Plan annually, with no carry-over of unissued Shares. Consequently, at December 31, 2002, there were 58,530 Shares available for future issuance under this Plan in 2002 (i.e., not issued in 2002) and at January 1, 2003, there were 100,000 Shares available for issuance under the Plan in 2003. This Plan was terminated as of the 2003 Annual Meeting.

(d) Stock Ownership

COMPANY SHARES

The following table shows Shares and stock units with a value tied to Shares that were beneficially owned on December 31, 2002, by the Company's directors and the Named Executive Officers and all directors, director-nominees and executive officers as a group. At that date, the group beneficially owned approximately 1.6%, and each person beneficially owned less than 1%, of the outstanding Shares. All reported Shares were beneficially owned directly except as follows: Mr. Bailar indirectly owned 2,100 Shares that were held in a retirement plan account and 900 Shares that were held in a trust for which he was trustee; Mr. Carroll indirectly owned 3,920 Shares that were held in trusts for which he was trustee; Ms. Marks indirectly owned 4,000 Shares that were held in trusts for which she was a trustee; and Mr. Priory indirectly owned 3,000 Shares that were held by his children.

STOCK OWNERSHIP, INCLUDING RESTRICTED

BENEFICIAL OWNER	STOCK AND EXERCISABLE OPTIONS (1)	STOCK UNITS (2)	PERCENT OF CLASS
Benjamin F. Bailar	30,000 Shares	6,673 Units	(3)
A. Charles Baillie	14,000 Shares	6,875 Units	(3)
Edmund M. Carpenter	31,181 Shares	23,360 Units	(3)
William J. Carroll	287,434 Shares	13,210 Units	(3)
Eric Clark	27,000 Shares	3,248 Units	(3)
Bernard N. Cole	288,530 Shares	23,653 Units	(3)
Marvin A. Franklin, III	297,392 Shares	18,407 Units	(3)
Cheryl W. Grise	0 Shares	0 Units	(3)
Glen H. Hiner	25,000 Shares	12,698 Units	(3)
James P. Kelly	2,000 Shares	300 Units	(3)
Joseph M. Magliochetti	774,239 Shares	26,841 Units	(3)
Marilyn R. Marks	27,500 Shares	12,526 Units	(3)
Richard B. Priory	23,000 Shares	15,790 Units	(3)
Robert C. Richter	261,230 Shares	20,171 Units	(3)
Fernando M. Senderos	3,000 Shares	610 Units	(3)
Directors, Director Nominees and Executive Officers as a Group (18 persons)	2,427,509 Shares	212,423 Units	1.6%

(1) The Shares reported for the Named Executive Officers include restricted stock which the officers were entitled to vote under the Company's 1989 and 1999 Restricted Stock Plans and Shares subject to options exercisable within 60 days. Details of the officers' restricted stock ownership appear at Note 4 to the Summary Compensation Table. Shares subject to options exercisable within 60 days include: Mr. Carroll, 190,750 Shares; Mr. Cole, 202,500 Shares; Mr. Franklin, 228,250 Shares; Mr. Magliochetti, 590,500 Shares; and Mr. Richter, 197,250 Shares; the directors, director-nominees and executive officers as a group, 1,733,475 Shares. The Shares reported for directors include Shares subject to options exercisable within 60 days which were awarded under the 1998 Directors' Stock Option Plan.

(2) The stock units reported for the non-employee directors represent deferred compensation credited to the directors' stock accounts under the Company's Director Deferred Fee Plan, which is described under the caption "Director Compensation."

The stock units reported for the Named Executive Officers represent annual bonuses earned under the Company's Additional Compensation Plan and deferred to the officers' stock accounts. Under this plan, the Compensation Committee may defer payment of all or a portion of a participant's bonus and credit the deferred amounts to a stock account, an interest equivalent account, or both. Stock units are credited to the participant's stock account based on the amount of the deferred bonus and the market price of Shares. Whenever cash dividends are paid on Shares, each stock account is credited with additional stock units equal to the number of Shares that could have been purchased if a cash dividend had been paid on the number of stock units currently in the account. Under the plan, a participant may, during the five-year period following retirement or termination of service, elect to convert all or any percentage (or dollar amount) of the stock units credited to his stock account into an equivalent dollar balance in the interest equivalent account.

For both the non-employee directors and the executive officers, the value of the unconverted stock units at the time

of distribution will be based on the market value of a Share at that time. The deferred amounts can be paid in cash, Shares or a combination of cash and Shares, in a lump sum or annual installments, at the time the director or executive officer retires, dies or terminates service.

(3) Less than 1%.

ANNEX B

Recent Transactions by Directors and Executive Officers of the Company

NAME	DATE OF TRANSACTION	NATURE OF TRANSACTION	NO. OF SHARES	SHARE PRICE	TRANSACTION TYPE
B.F. Bailar	6/30/2003	Acquisition	9	9.1167	Dividends-DDFP
A.C. Baillie	6/30/2003	Acquisition	10	9.1167	Dividends-DDFP
	6/30/2003	Acquisition	1,145	9.1167	Units-DDFP
E.M. Carpenter	6/30/2003	Acquisition	29	9.1167	Dividends-DDFP
	6/30/2003	Acquisition	2,674	9.1167	Units-DDFP
	6/30/2003	Acquisition	3.75		DRIP
W.J. Carroll	6/30/2003	Acquisition	2.52		DRIP
	6/13/2003	Acquisition	35	9.1167	Dividends-RSP
	6/13/2003	Acquisition	23	9.1167	Units-RSP
	6/13/2003	Acquisition	15	9.1167	Dividends-ACP
	5/30/2003	Acquisition	1,083.52		ESPP
E. Clark	6/30/2003	Acquisition	4	9.1167	Dividends-DDFP
B.N. Cole	6/13/2003	Acquisition	28	9.1167	Dividends-RSP
	6/13/2003	Acquisition	8	9.1167	Units-RSP
	6/13/2003	Acquisition	26	9.1167	Dividends-ACP
	5/30/2003	Acquisition	798.18		ESPP
M.A. Franklin, III	6/30/2003	Acquisition	0.07		DRIP
	6/13/2003	Acquisition	35	9.1167	Dividends-RSP
	6/13/2003	Acquisition	22	9.1167	Units-RSP
	6/13/2003	Acquisition	20	9.1167	Dividends-ACP
	5/30/2003	Acquisition	225.92		ESPP
C.F. Heine	6/30/2003	Acquisition	3.57		DRIP
	6/13/2003	Acquisition	49	9.1167	Dividends-RSP
	6/13/2003	Acquisition	10	9.1167	Units-RSP
	6/13/2003	Acquisition	17	9.1167	Dividends-ACP
	5/30/2003	Acquisition	738.64		ESPP

NAME	DATE OF TRANSACTION	NATURE OF TRANSACTION	NO. OF SHARES	SHARE PRICE	TRANSACTION TYPE
G.H. Hiner	6/30/2003	Acquisition	15	9.1167	Dividends-DDFP
J.P. Kelly	6/30/2003	Acquisition	1	9.1167	Dividends-DDFP
J.M. Laisure	6/30/2003	Acquisition	2.30		DRIP
	6/13/2003	Acquisition	61	9.1167	Dividends-RSP
	6/13/2003	Acquisition	43	9.1167	Dividends-ACP
	5/30/2003	Acquisition	738.64		ESPP
J.M. Magliochetti	6/13/2003	Acquisition	87	9.1167	Dividends-RSP
	6/13/2003	Acquisition	75	9.1167	Units-RSP
	6/13/2003	Acquisition	32	9.1167	Dividends-ACP
M.R. Marks	6/30/2003	Acquisition	14	9.1167	Dividends-DDFP
T.R. McCormack	6/13/2003	Acquisition	60	9.1167	Dividends-RSP
	6/13/2003	Acquisition	4	9.1167	Dividends-ACP
	5/30/2003	Acquisition	170.34		ESPP
R.B. Priory	6/30/2003	Acquisition	21	9.1167	Dividends-DDFP
	6/30/2003	Acquisition	2,715	9.1167	Units-DDFP
R.C. Richter	6/13/2003	Acquisition	39	9.1167	Dividends-RSP
	6/13/2003	Acquisition	7	9.1167	Units-RSP
	6/13/2003	Acquisition	28	9.1167	Dividends-ACP
	5/30/2003	Acquisition	111.33		ESPP
F.M. Senderos	6/30/2003	Acquisition	2	9.1167	Dividends-DDFP
R.J. Westerheide	5/30/2003	Acquisition	414.98		ESPP

ACP - ADDITIONAL COMPENSATION PLAN
DDFP - DIRECTOR DEFERRED FEE PLAN
DRIP - DIVIDEND REINVESTMENT PROGRAM
ESPP - EMPLOYEES' STOCK PURCHASE PLAN
RSP - 1999 RESTRICTED STOCK PLAN

Exhibit (a) (1)

[DANA LETTERHEAD]

July 22, 2003

Dear Fellow Shareholders:

On July 9, 2003, ArvinMeritor, Inc. launched an unsolicited tender offer for all outstanding shares of Dana common stock at $15 per share, subject to the terms and conditions contained in ArvinMeritor's tender offer documents.

After a thorough review process including consultation with our legal and financial advisors, your Board of Directors determined that ArvinMeritor's offer is a financially inadequate, high-risk proposal that is not in the best interests of Dana or its shareholders.

YOUR BOARD OF DIRECTORS RECOMMENDS THAT YOU REJECT THE ARVINMERITOR OFFER AND NOT TENDER YOUR SHARES. I'D LIKE TO SHARE SOME OF THE BOARD'S REASONS WITH YOU:

- ArvinMeritor's offer was inadequate, from a financial point of view, to holders of Dana common stock, as indicated in the opinions, dated July 21, 2003, that the Board of Directors received from its financial advisors, Credit Suisse First Boston LLC and Deutsche Bank Securities Inc.

- Dana's restructuring and transformation efforts are producing results. Management has reported these results to the Board, and both have reaffirmed their belief that the Company's ongoing strategy is a better way to enhance value for shareholders. Management and the Board also believe that Dana's strategy is meeting its targets to deliver improved financial performance for the remainder of 2003, 2004 and beyond - performance that they believe is not yet reflected in the current stock price.

- Dana has already achieved success in executing its restructuring plan as evidenced by improved earnings, the generation of $540 million in proceeds from asset sales, and the reduction of net debt by approximately $590 million over the past 18 months (excluding approximately $710 million in asset sales and $580 million in debt reduction attributable to Dana Credit Corporation's disposition activities over the same period of time).

- ArvinMeritor's proposed transaction raises serious antitrust issues and is very likely to attract intensive scrutiny from government antitrust authorities, which may result in litigation to block the offer. For example, Dana and ArvinMeritor are the only substantial North American producers of axles, driveshafts and foundation brakes for medium- and heavy-duty trucks, with combined market shares ranging from 80 percent to 100 percent. ArvinMeritor has not yet even begun the process of seeking antitrust clearance by making the required filing under the Hart-Scott-Rodino Act.

- Although ArvinMeritor would need to arrange substantial borrowings to consummate its offer, when confronted by securities regulators from the State of Ohio, ArvinMeritor stated that it has not entered into any commitments or agreements to obtain any such financing. Based on ArvinMeritor's public disclosures, the size of the required financing would result in ArvinMeritor having a pro forma debt-to-capital ratio of approximately 88%, which would be among the highest in the automotive supply industry.

- ArvinMeritor's offer is highly conditional, which creates significant uncertainty that the offer could ever be completed.

Your Board and management are committed to increasing shareholder value through the continued execution of our business plan. We will not let ArvinMeritor's unsolicited, unfinanced, opportunistic and high-risk proposal distract us from our continued focus on Dana's ongoing aggressive cost-cutting initiatives, productivity improvements and customer relationship enhancements.

The enclosed Schedule 14D-9 contains a detailed description of the reasons for your Board of Directors' recommendation and the factors considered by the Board. We urge you to read the Schedule 14D-9 carefully so that you will be fully informed before you make your decision.

We greatly appreciate your continued support and encouragement. Thank you.

Sincerely,

/s/ Joseph M. Magliochetti

Joseph M. Magliochetti
Chairman and Chief Executive Officer

Exhibit (a) (2)

NEWS RELAEASE

Contact: Michelle Hards
(419) 535-4636
michelle.hards@dana.com

DANA CORPORATION'S BOARD OF DIRECTORS
REJECTS UNSOLICITED OFFER FROM ARVINMERITOR

TOLEDO, OHIO, JULY 22, 2003 - Dana Corporation (NYSE: DCN) today announced that its Board of Directors has rejected an unsolicited tender offer from ArvinMeritor, Inc. (NYSE: ARM) after a thorough review and consultation with its legal and financial advisors. On July 9, 2003, ArvinMeritor launched a tender offer for all outstanding shares of Dana common stock at a price of $15.00 per share.

Dana today filed a Schedule 14D-9 with the Securities and Exchange Commission recommending that its shareholders not tender their stock in response to this offer.

The Board stated as reasons for its recommendation that ArvinMeritor's offer is a financially inadequate, high-risk proposal that is not in the best interests of Dana or its shareholders. In addition, the Board cited the significant financing risks and serious antitrust concerns raised by the offer that could prevent its completion.

The Board said in its response that:

- ArvinMeritor's offer was inadequate, from a financial point of view, to holders of Dana common stock, as indicated in the opinions, dated July 21, 2003, that the Board of Directors received from its financial advisors, Credit Suisse First Boston LLC and Deutsche Bank Securities Inc.

- Dana's restructuring and transformation efforts are producing results. Management has reported these results to the Board, and both have reaffirmed their belief that the Company's ongoing strategy is a better way to enhance value for shareholders. Management and the Board also believe that Dana's strategy is meeting its targets to deliver improved financial performance for the remainder of 2003, 2004 and beyond - performance that they believe is not yet reflected in the current stock price.

- Dana has already achieved success in executing its restructuring plan as evidenced by improved earnings, the generation of $540 million in proceeds from asset sales, and the reduction of net debt by approximately $590 million over the past 18 months (excluding approximately $710 million in asset sales and $580 million in debt reduction attributable to Dana Credit Corporation's disposition activities over the same period of time).

- ArvinMeritor's proposed transaction raises serious antitrust issues and, is very likely to attract intensive scrutiny from government antitrust authorities, which may result in litigation to block the offer. For example, Dana and ArvinMeritor are the only substantial North American producers of axles, driveshafts, and foundation brakes for medium- and heavy-duty trucks, with combined market shares ranging from 80 percent to 100 percent. ArvinMeritor has not yet even begun the process of seeking antitrust clearance by making the required filing under the Hart-Scott-Rodino Act.

- Although ArvinMeritor would need to arrange substantial borrowings to consummate its offer, when confronted by securities regulators from the State of Ohio, ArvinMeritor stated that it has not entered into any commitments or agreements to obtain any such financing. Based on ArvinMeritor's public disclosures, the size of the required financing would result in ArvinMeritor having an approximately 88% pro forma debt-to-capital ratio, which would be among the highest in the automotive supply industry.

- ArvinMeritor's offer is highly conditional, which creates significant uncertainty that the offer could ever be completed.

Dana Corporation Chairman and CEO Joe Magliochetti said, "There is virtually no rationale for accepting this offer, which represents inadequate value and a high level of risk for shareholders.

"We are confident that with the substantial completion of our restructuring, the critical momentum we are beginning to achieve in our transformation process, our market leadership and the expected cyclical upward turn in our heavy-duty markets, we are positioned to outperform our peers as the industry recovers. We are confident that as we go forward, the benefits of our restructuring will enhance shareholder value."

Dana Corporation also announced today that it has retained Goldman, Sachs & Co. as a financial adviser in connection with this matter.

Dana is a global leader in the design, engineering, and manufacture of value-added products and systems for automotive, commercial, and off-highway vehicle manufacturers and their related aftermarkets. The company employs approximately 60,000 people worldwide. Founded in 1904 and based in Toledo, Ohio, Dana operates hundreds of technology, manufacturing, and customer service facilities in 30 countries. The company reported 2002 sales of $9.5 billion.

DANA'S SHAREHOLDERS ARE STRONGLY ADVISED TO CAREFULLY READ DANA'S SOLICITATION/RECOMMENDATION STATEMENT REGARDING THE TENDER OFFER REFERRED TO HEREIN BECAUSE IT CONTAINS IMPORTANT INFORMATION. FREE COPIES OF THE SOLICITATION/RECOMMENDATION STATEMENT (INCLUDING ANY AMENDMENTS) FILED BY DANA WITH THE SECURITIES AND EXCHANGE COMMISSION ARE AVAILABLE AT THE SEC'S WEB SITE AT WWW.SEC.GOV, OR AT THE DANA WEB SITE AT WWW.DANA.COM, AND ARE ALSO AVAILABLE, WITHOUT CHARGE, BY DIRECTING REQUESTS TO DANA'S INVESTOR RELATIONS DEPARTMENT.

STATEMENTS MADE IN THIS RELEASE INDICATING DANA'S, THE BOARD OF DIRECTORS' OR MANAGEMENT'S INTENTIONS, BELIEFS, EXPECTATIONS OR PREDICTIONS FOR THE FUTURE ARE FORWARD-LOOKING STATEMENTS. THESE STATEMENTS ARE ONLY PREDICTIONS AND MAY DIFFER MATERIALLY FROM ACTUAL OR FUTURE EVENTS OR RESULTS. SUCH FORWARD-LOOKING STATEMENTS ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED. SUCH RISKS AND UNCERTAINTIES INCLUDE, WITHOUT LIMITATION, GLOBAL AND REGIONAL ECONOMIC CONDITIONS, BUSINESS CONDITIONS IN THE OVERALL AUTOMOTIVE INDUSTRY, AND THE COST AND TIMING OF DANA'S REPOSITIONING PLAN IMPLEMENTATION. THEY ALSO INCLUDE OTHER FACTORS DISCUSSED HEREIN AND THOSE DETAILED FROM TIME TO TIME IN DANA'S FILINGS WITH THE SECURITIES AND EXCHANGE COMMISSION.

# # #

[Dana Letterhead]

EMPLOYEE MESSAGE o July 22, 2003

TO THE PEOPLE OF DANA:

After a thorough review process, including consultation with our financial and legal advisors, your Board of Directors today rejected ArvinMeritor's unsolicited offer for Dana Corporation.

In short, we believe that ArvinMeritor's offer is a financially inadequate, high-risk proposal that is contrary to the best interests of Dana or its shareholders.

I'll expand on the reasons for the Board's response, but first let me recap the events that led to this decision.

On July 9, 2003, ArvinMeritor launched an unsolicited tender offer for all outstanding shares of Dana common stock at a price of $15.00 per share.

Dana's Board of Directors subsequently conducted a thorough review of the offer and, upon conclusion of this process, today filed a Schedule 14D-9 response with the Securities and Exchange Commission recommending that Dana shareholders reject the offer and not tender their stock in response to this offer.
- ----------

I know that many of you may have questions about our response to ArvinMeritor, and I'd like to take this opportunity to explain our Board's decision in greater detail.

WHY DID THE BOARD REJECT ARVINMERITOR'S OFFER?
Our Board rejected ArvinMeritor's offer because it was found to be a financially inadequate, high-risk proposition that is not in the best interests of the company or its shareholders. In addition, the Board cited the significant financing risks and serious antitrust concerns raised by the offer that could prevent its completion.

WHAT ARE THE KEY FACTS?
Here are the key facts you should know about ArvinMeritor's offer:

1. ARVINMERITOR'S OFFER WAS INADEQUATE, FROM A FINANCIAL POINT OF VIEW, to the holders of Dana common stock, as indicated in the opinions, dated July 21, 2003, that the Board of Directors received from its financial advisors, Credit Suisse First Boston LLC and Deutsche Bank Securities Inc.

2. DANA'S RESTRUCTURING AND TRANSFORMATION EFFORTS ARE PRODUCING POSITIVE RESULTS. Management has reported these results to the Board and management and the Board have reaffirmed their belief that the Company's ongoing strategy is a better way to enhance value for shareholders. Management and the Board also believe that Dana's strategy is meeting its target to deliver substantially higher levels of performance for the remainder of 2003, 2004, and beyond - performance that they believe is not yet reflected in the current stock price.

3. DANA HAS ALREADY ACHIEVED SUCCESS IN EXECUTING ITS RESTRUCTURING PLAN. This success is evidenced by improved earnings performance, the generation of $540 million in asset sales, and the reduction of net debt by approximately $590 million over the past 18 months excluding approximately $710 million in asset sales and $580 million in debt reduction attributable to Dana Credit Corporation's disposition activities over the same period of time.

4. ARVINMERITOR'S PROPOSED TRANSACTION RAISES SERIOUS ANTITRUST ISSUES and is very likely to attract intensive scrutiny from government regulatory authorities, which may result in litigation to block the offer. Dana and ArvinMeritor are the only substantial North American producers of axles, driveshafts, and foundation brakes for medium- and heavy-duty trucks, with combined market shares ranging from 80 percent to 100 percent.

5. Although ArvinMeritor would need to make substantial borrowings to consummate its offer, when confronted by securities regulators from the State of Ohio, ArvinMeritor stated that it has not entered into any commitments or agreements to obtain any such financing. BASED ON ARVINMERITOR'S PUBLIC DISCLOSURES, THE SIZE OF THE REQUIRED FINANCING WOULD RESULT IN ARVINMERITOR HAVING AN 88% PRO FORMA DEBT-TO-CAPITAL RATIO, which would be among the highest in the automotive supply industry.

6. ARVINMERITOR'S OFFER IS HIGHLY CONDITIONAL, which creates significant uncertainty that the offer could ever be completed.

Ultimately, the Board concluded that there is virtually no rationale for accepting this offer, which represents inadequate value and a high level of risk for shareholders.

We are confident that with the substantial completion of our restructuring, the critical momentum we are beginning to achieve in our transformation efforts, our market leadership and the anticipated upward turn in our heavy-duty markets, we are positioned for solid growth as the industry recovers. We are also confident that as we go forward, the benefits of our restructuring and turnaround will enhance shareholder value.

ArvinMeritor's offer grossly undervalues Dana Corporation, our market leadership, and all that we have achieved together. Our collective efforts have

resulted in tremendous progress in restructuring and transforming Dana. Now, our restructuring is in the final stages of completion, and the financial benefits are beginning to be realized. At the same time, Dana's transformation efforts, which include a renewed focus on technology enhancements, a sharper customer focus, and meaningful investments in a next-generation products, is beginning to achieve critical momentum, with solid growth prospects in the near future.

The Board believes that all of these achievements will ultimately be reflected in Dana's share price. And the management and Board strongly believe that, in keeping with their fiduciary duty to shareholders and efforts to uphold the best interests of employees and customers, rejecting ArvinMeritor's offer is the right decision for our company.

LOOKING FORWARD

We are confident that, with the substantial completion of our restructuring and the critical momentum we are beginning to achieve in transforming Dana, we are well positioned to outperform our peers as the industry recovers. Of course all of this is based upon the continued superb execution of our business plan and the continued superb execution of our business plan and the continued improvement of our performance. Each of us has an important responsiblity in this regard.

For nearly a century, the Dana Corporation has excelled in serving and supporting our customers' needs. For generations, Dana people have contributed innovation, quality, and a competitive spirit that have combined to build shareholder value and benefit our customers.

Through good times and bad, Dana has endured and prospered due to the dedication and teamwork of PEOPLE FINDING A BETTER WAY. I would like to express my thanks to each and every one of you for your continuing hard work. Our company was built through our collective efforts, and our continuing success is dependent on our ongoing focus on our responsibilities and our customers.

Thank you for all that you do for Dana each day.

Sincerely,

/s/ Joe Magliochetti

Joe Magliochetti

- -

DANA'S SHAREHOLDERS ARE STRONGLY ADVISED TO CAREFULLY READ DANA'S SOLICITATION/RECOMMENDATION STATEMENT REGARDING THE TENDER OFFER REFERRED TO HEREIN BECAUSE IT CONTAINS IMPORTANT INFORMATION. FREE COPIES OF THE SOLICITATION/RECOMMENDATION STATEMENT (INCLUDING ANY AMENDMENTS) FILED BY DANA WITH THE SECURITIES AND EXCHANGE COMMISSION ARE AVAILABLE AT THE SEC'S WEB SITE AT WWW.SEC.GOV, OR AT THE DANA WEB SITE AT WWW.DANA.COM, AND ARE ALSO AVAILABLE, WITHOUT CHARGE, BY DIRECTING REQUESTS TO DANA'S INVESTOR RELATIONS DEPARTMENT.

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V I R G I N I A:

IN THE CIRCUIT COURT FOR THE CITY OF BUENA VISTA

ARVINMERITOR, INC.	)	
	)	
and	)	
	)	
DELTA ACQUISITION CORP.,	)	
	)	
Complainants,	)	
	)	Chancery No. _____
v.	)	
	)	
DANA CORPORATION,	)	
JOSEPH M. MAGLIOCHETTI,	)	
BENJAMIN F. BAILAR, A. CHARLES	)	
BAILLIE, EDMUND M. CARPENTER,	)	
ERIC CLARK, GLEN H. HINER,	)	
JAMES P. KELLY, MARILYN R. MARKS,	)	
RICHARD B. PRIORY, FERNANDO M.	)	
SENDEROS, CHERYL W. GRISE,	)	
	)	
Defendants.		

BILL OF COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

Complainants ArvinMeritor, Inc. ("ArvinMeritor") and Delta Acquisition Corp., by their counsel, allege upon knowledge with respect to themselves and their own acts, and upon information and belief as to all other matters, as follows:

SUMMARY OF THIS ACTION

1. On July 8, 2003, ArvinMeritor announced its tender offer (the "Tender Offer") to acquire all of the outstanding common stock of Defendant Dana Corporation ("Dana," or the "Company") for $15 per share in cash, an aggregate price of approximately $2.5 billion for the common equity of the Company. The Tender Offer represents a 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted a written proposal for a business combination to Dana, and a 24.9 percent premium over the closing price of Dana's common stock on July 7, 2003.

2. From the time that ArvinMeritor first contacted Dana, Dana has flatly rejected ArvinMeritor's proposals for business combination and has refused to negotiate with ArvinMeritor. In fact, Dana has refused to meet with ArvinMeritor even once to discuss its proposal. Instead, Dana's Board of Directors (the "Board") has embarked upon a campaign to ensure the continued control of Dana by its current top management and the Board, notwithstanding its fiduciary obligations to Dana's shareholders.

3. ArvinMeritor seeks to acquire Dana through a transaction that is non-coercive, non-discriminatory and entirely fair to Dana shareholders. This transaction will not pose a threat to the interests of Dana's shareholders. Indeed, the transaction will maximize the value of the Company's outstanding common shares, and for that reason, it is in the best interest of Dana's shareholders.

4. If the Tender Offer is successful, ArvinMeritor will complete its acquisition (the "Proposed Acquisition") of the entire equity interest of Dana by a merger of Delta Acquisition Corp. into Dana. By this Proposed Acquisition, ArvinMeritor envisions the creation of an industry leader with the strategic position, size, and scope of operations that will allow both companies to better serve their customers, employees, and ultimately, their shareholders.

5. In light of the fair and non-coercive nature of ArvinMeritor's Proposed Acquisition and its substantial value to Dana shareholders, Dana's refusal to negotiate or even to discuss the details of ArvinMeritor's proposal constitutes an unreasonable response to the Proposed Acquisition, in violation of the fiduciary duties of Defendants to the Company's shareholders. By this action, ArvinMeritor seeks to compel Defendants to fulfill their fiduciary duties.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the Company because Dana is incorporated under the laws of the Commonwealth of Virginia, and over the individual Defendants because, among other reasons, they are directors of a Virginia corporation, and they are subject to jurisdiction under Virginia Code ss. 8.01-328.1. This action is not removable.

7. Venue is proper in this Court under Virginia Code ss. 8.01-262(3) because Dana conducts business in Buena Vista, Virginia, at its branch (the "Branch") located at 3200 Green Forest Avenue. This Branch, a division of Dana, manufactures automotive and light truck axles. Upon information and belief, the Branch has approximately 300 employees.

THE PARTIES

8. Complainant ArvinMeritor is an Indiana corporation with its principal place of business at 2135 West Maple Road, Troy, Michigan, 48084-7186. ArvinMeritor is the beneficial holder of approximately 1,085,300 shares, or .73 percent, of Dana common stock. ArvinMeritor is a global supplier of integrated systems, modules, components, and applications serving various industries. ArvinMeritor also provides coil coating applications to the transportation, appliance, constriction and furniture industries.

9. Complainant Delta Acquisition Corp. was incorporated under the laws of the Commonwealth of Virginia for the purpose of engaging in a business combination with the Company. It is a wholly-owned subsidiary of ArvinMeritor. Delta Acquisition Corp. has not, and is not expected to, engage in any business other than in connection with its organization, the Tender Offer and the Proposed Acquisition. Its principal executive offices and telephone number are the same as those of ArvinMeritor.

10. Defendant Dana is a corporation with its principal executive offices at 4500 Dorr Street, Toledo, Ohio, 43615. It was incorporated in Virginia. According to its most recent Form 10-K, Dana is global supplier of modules, systems, and components serving various industries.

11. As of April 25, 2003, Dana had approximately 148,620,000 shares of common stock outstanding. (Dana Corp., Form 10-Q (May 1, 2003)). According to its most recent Form 10-K, as of February 14, 2003, Dana had 37,400 shareholders of record. Upon information and belief, those shareholders are located in many, and perhaps all, states in this country as well as in a number of foreign countries. Dana stock trades on the New York Stock Exchange and the Pacific Exchange.

12. In 2002, Dana had gross sales of $9.5 billion, and, through year-end 2002, more than 63,000 employees. (Dana Corp., Form 10-K (Feb. 25, 2003)). Upon information and belief, fewer than 500 of Dana's employees are located in Virginia, with approximately 300 located at the Branch.

13. Dana maintains operations in 30 countries worldwide. Dana has consolidated subsidiaries in 36 countries or territories and twelve states. (Dana Corp., Form 10-K (Feb. 25, 2003)). Upon information and belief, none of these consolidated subsidiaries is located in Virginia.

14. Upon information and belief, Dana does not own any real property in Virginia.

15. Defendant Joseph M. Magliochetti is Chairman of the Dana Board and the Company's Chief Executive Officer, President, and Chief Operating Officer.

16. Defendant Benjamin F. Bailar is a director of Dana.

17. Defendant A. Charles Baillie is a director of Dana.

18. Defendant Edmund M. Carpenter is a director of Dana.

19. Defendant Eric Clark is a director of Dana.

20. Defendant Glen H. Hiner is a director of Dana.

21. Defendant James P. Kelly is a director of Dana.

22. Defendant Marilyn R. Marks is a director of Dana.

23. Defendant Richard B. Priory is a director of Dana.

24. Defendant Fernando M. Senderos is a director of Dana.

25. Defendant Cheryl W. Grise is a director of Dana.

26. Defendants named in paragraphs 15 through 25 above are sometimes collectively referred to herein as the "Individual Defendants."

FACTUAL BACKGROUND

DANA'S CURRENT FINANCIAL CONDITION

27. Dana has encountered significant financial difficulties over the past several years, as evidenced by a steady decline in its stock price. In June 1999, Dana's stock was trading at more than $54 per share. Over the next four years, Dana's stock lost substantial value, closing at $9.63 on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and at $12.02 on July 7, 2003.

28. Upon information and belief, due to its substantial financial difficulties, Dana undertook a restructuring program nearly two years ago, in September 2001. However, this restructuring plan has led only to plant closings and to lost jobs for Dana employees, as Dana itself has acknowledged:

> Among the elements of the restructuring are a workforce reduction of more than 15 percent and the planned closure or consolidation of more than 30 facilities. Through June 30, [2002,] Dana had reduced its permanent workforce by approximately 8 percent, closed 14 facilities, and announced plans to close 14 others.

(Dana Corp., Press Release (July 17, 2002)).

> Dana has reduced its permanent workforce by approximately 9 percent, closed 18 facilities, and announced plans to close 16 others from the inception of the restructuring plan announced one year ago through Sept. 30, 2002.

(Dana Corp., Press Release (Oct. 25, 2002)).

29. Dana's performance has not improved since last year. In fact, as of February 12, 2003, Dana had been forced to close 28 of its facilities as part of its restructuring program. (Dana Corp., Press Release (Feb. 12, 2003)).

30. The Proposed Acquisition would dramatically improve the situation for Dana's shareholders. In fact, ArvinMeritor's Tender Offer of $15 per share would provide Dana's shareholders with a 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and a 24.9 percent premium over the closing price of Dana's common stock on July 7, 2003.

ARVINMERITOR'S PROPOSAL AND DANA'S RESPONSE

31. From the start, despite the clear-cut, substantial economic benefits for Dana's shareholders and Dana's significant financial struggles in the hands of its current management, Dana and its Board have improperly dismissed ArvinMeritor's proposal without sufficient consideration. This conduct is entirely inconsistent with the Board's fiduciary duty to protect the interests of Dana shareholders and to maximize shareholder value.

32. On July 8, 2003, ArvinMeritor publicly announced its Tender Offer to acquire all of the outstanding shares of Dana for $15 per share in cash. ArvinMeritor first conveyed is interest in acquiring Dana for $14 per share in cash to Defendant Magliochetti, Dana's Chairman, Chief Executive Officer, President, and Chief Operating Officer, during a telephone conversation on June 4, 2003 (the "June 4, 2003 Conversation").

33. Defendant Magliochetti's reaction was immediate and adverse to Dana's shareholders. He simply refused to discuss ArvinMeritor's proposal. Instead, twice during the June 4, 2003 Conversation, Defendant Magliochetti stated emphatically that Dana was "not for sale."

34. This rejection of ArvinMeritor's proposal was not based on consulting with the Board, any committees of the Board, any officers of Dana, or any legal counsel or other professionals. As such, Defendant Magliochetti's rejection of ArvinMeritor's proposal constitutes a breach of his fiduciary duty to the Company's shareholders.

35. Following Defendant Magliochetti's improper rejection of ArvinMeritor's proposal without discussing any details with ArvinMeritor or consulting with the Board, on June 4, 2003, Larry D. Yost, the Chairman and Chief Executive Officer of ArvinMeritor, sent a letter to Defendant Magliochetti (the "June 4, 2003 Letter") memorializing ArvinMeritor's proposal of June 4, 2003. The letter noted that the price offered by ArvinMeritor represented a premium of 45 percent over the closing price of Dana's common stock on June 3, 2003.

36. The June 4, 2003 Letter also noted that, as an alternative to the proposal advanced earlier that day, ArvinMeritor was "prepared to consider a mix of cash and stock consideration if it will facilitate a transaction." The June 4, 2003 Letter further stated that "[i]f you are willing to work with us to consummate a transaction expeditiously, we may be prepared to analyze further whether a higher value is warranted."

37. Finally, in the June 4, 2003 Letter, Mr. Yost indicated that "[i]f you or any of your directors have any questions about our proposal, please feel free to give me a call. I will make myself available at any time." At no time since ArvinMeritor first communicated its

proposal, however, has defendant Magliochetti or any member of Dana's Board called Mr. Yost to raise questions about ArvinMeritor's proposal.

38. On June 12, 2003, Defendant Magliochetti telephoned Mr. Yost (the "June 12, 2003 Conversation") to express that Dana was not interested in a business combination with ArvinMeritor. On June 12, 2003, Defendant Magliochetti also sent a letter (the "June 12, 2003 Letter") to ArvinMeritor stating that Dana did not have any interest whatsoever in pursuing a sale transaction with ArvinMeritor. Upon information and belief, Dana's Board failed to give the offer due consideration. Indeed, in violation of the fiduciary duties of Defendants to act in good faith and in the best interests of Dana's shareholders, Dana refused to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor.

39. The June 12, 2003 Letter also stated that Dana was pursuing a plan to maximize value for its shareholders. Upon information and belief, this statement was merely an after-the-fact rationalization for the failure of Dana's Board to give ArvinMeritor's proposal due consideration, as its fiduciary duties require.

40. In addition, the June 12, 2003 Letter stated that Dana "[h]as been advised by able and experienced financial and legal advisors." The Letter does not contain any description of any advice received by Dana, nor does it identify the purported advisors.

41. On June 16, 2003, Mr. Yost sent a letter to Defendant Magliochetti and to Dana's Board (the "June 16, 2003 Letter") reiterating ArvinMeritor's serious interest in pursuing a transaction with Dana. In addition, Mr. Yost further explained the significant benefits to both companies' shareholders of a merger between ArvinMeritor and Dana. As the letter noted,

> The combination of ArvinMeritor and Dana will create a stronger Tier One supplier company providing numerous technological and service benefits for our combined worldwide light vehicle, commercial truck and aftermarket customers. This transaction will bring together the right combination of innovation, capabilities and resources to

> establish a more significant global enterprise. Together, ArvinMeritor and Dana will become a true industry leader with the strategic position that will allow us to better serve our customers, employees and shareholders . . .
>
> In addition to the compelling strategic fit of our respective product portfolios, a business combination of our two companies will also create significant financial benefits, including considerable sales, operating and cost synergies beyond what either company could achieve on its own. We believe these benefits will better position us to compete and succeed in the increasingly competitive automotive supply industry.

(June 16, 2003 Letter).

42. The June l6, 2003 Letter also stated that ArvinMeritor was "flexible in considering a mix of cash and stock consideration if it will facilitate a transaction," and again noted that ArvinMeritor "may be prepared to analyze further whether a higher value is warranted." Again, in further derogation of its fiduciary duties, Dana's Board refused to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor.

43. The June 16, 2003 Letter further noted that ArvinMeritor was "ready to meet at a moment's notice." Yet Dana's Board refused to meet with ArvinMeritor even once.

44. Dana's wholesale refusal to consider ArvinMeritor's proposal or to attempt to negotiate the terms of the deal clearly is not in the best interest of Dana's shareholders and is inconsistent with the Board's fiduciary duties. ArvinMeritor's proposal is available to all Dana shareholders, for all outstanding shares. It is not "front-end loaded" or otherwise coercive in nature, and ArvinMeritor has made clear that it intends to acquire any shares not tendered in response to the Tender Offer for the same price of $15 per share in cash in a second-step merger. The Tender Offer provides Dana shareholders with the opportunity to realize a 55.7 percent premium over the closing price of their shares on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and a 24.9 percent premium over the closing price of their shares on July 7, 2003.

45. Notwithstanding the fair and non-coercive nature of the Proposed Acquisition, the substantial premium that ArvinMeritor is offering to Dana's shareholders and Dana's impaired financial condition under its current management, on June 19, 2003 - only three days after ArvinMeritor sent its second letter to Defendant Magliochetti - ArvinMeritor received a letter from Defendant Magliochetti (the "June 19, 2003 Letter") reiterating that Dana had no interest whatsoever in pursuing a sale transaction with ArvinMeritor.

46. In addition, despite ArvinMeritor's clear offer to negotiate the terms of the Proposed Acquisition, the June 19, 2003 Letter - like the June 12, 2003 Letter - conveyed an adamant refusal to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor. Upon information and belief, this knee-jerk reaction arises from the Board's impermissible attempt to entrench itself and Dana's current management at the expense, and to the detriment, of Dana's shareholders.

47. Indeed, Dana's officers and directors have a great stake in preventing the Proposed Acquisition. Upon information and belief, Dana's directors awarded themselves, as well as the Company's officers, significant numbers of stock options in order to reap substantial personal gains at the expense of Dana's shareholders. Due to the mismanagement of the Company by the Board and Dana's officers, upon information and belief, the vast majority of those options are currently "under water" - the price at which they may be exercised is higher than Dana's stock price as of July 7, 2003 and the price per share of the Tender Offer. The Individual Defendants, upon information and belief, are acting to entrench themselves in an effort to hang on in the unfounded hope that, at some point, their options will have value, or that they will have time to issue themselves new options at a lower exercise price in order to enrich themselves. The Individual Defendants and Dana's management, upon information and belief,

are not willing to relinquish control and the ability to issue themselves new options, notwithstanding that relinquishing such control would be in the best interests of those who own the Company - the shareholders.

48. ArvinMeritor intends, as soon as is practicable following consummation of the Tender Offer, to propose and seek to have Dana consummate the Proposed Acquisition. The purpose of the Proposed Acquisition is to acquire - at the same price of $15 per share - any Dana shares that are not tendered and purchased pursuant to the Tender Offer or otherwise.

49. The Proposed Acquisition cannot be consummated unless Defendants - voluntarily or by direction of the Court - remove or render inapplicable Dana's anti-takeover devices, including Dana's shareholder rights plan (the "Rights Plan" or "Poison Pill").

DANA'S RIGHTS PLAN

50. On April 25, 1996, the Company adopted its Rights Plan pursuant to a Rights Agreement (the "Rights Agreement") with Chemical Mellon Shareholder Services, L.L.C. (the predecessor in interest to Bank of New York). The term of the Rights Plan extends until July 25, 2006.

51. On April 15, 1996, the Company's Board derived a dividend of one preferred share purchase right (the "Right") for each outstanding share of common stock, par value $1 per share, of the Company. The dividend became payable on July 25, 1996 to the shareholders of record on that date.

52. The primary purpose of the Rights Plan is to allow the holders of the Rights, under certain circumstances, to purchase shares of Dana's common stock at a deep discount. In this way, the Rights Plan enables the holders of the Rights to dilute the interests in Dana of a person or group of affiliated or associated persons (an "Acquiring Person") who has acquired, obtained the right to acquire, or commenced or announced an intention to commence a tender

offer or exchange offer for, 15 percent or more of the outstanding shares of Dana's common stock.

53. Each Right entitles the holder, except for the Acquiring Person, to purchase from the Company one one-thousandth of a share of the Company's Series A Junior Participating Preferred Stock, no par value (the "Preferred Shares"), at a price of $110 per one one-thousandth of a Preferred Share, subject to adjustment (the "Purchase Price"). The Rights do not become exercisable, and separate certificates representing the rights (the "Rights Certificate") are not distributed, unless and until the earlier to occur of:

a) ten days after a public announcement or notice to the Company that an Acquiring Person has acquired, or obtained the right to acquire, beneficial ownership of 15 percent or more of the outstanding shares of common stock of the Company; or

b) ten business days (or such later date as may be determined by action of the Board prior to such time a person becomes an Acquiring Person) after the commencement of, or the announcement of an intention to make, a tender offer or exchange offer for 15 percent or more of the outstanding shares of the Company's common stock.

54. The Rights do not have any economic value until the occurrence of a "Flip-In Event" or a "Flip-Over Event." A Flip-In Event occurs if and when a holder of Dana stock becomes an Acquiring Person. At that point, all Rights other than those held by the Acquiring Person "flip-in" and become discount rights which entitle the holders to purchase Dana common stock at a steep discount, thereby diluting the interests of the Acquiring Person. Specifically, each right that "flips-in" becomes exercisable for shares of the Company's common stock with a

value equal to twice the Right's exercise price. Thus, for the exercise price of $110, the holder of a Right other than an Acquiring Person may purchase Dana common stock having a market value of $220 - a 50 percent discount to market price.

55. If and when Dana engages in a merger or a sale of 50 percent or more of its assets (a "Flip-Over Event"), the Rights then "flip-over." Following a Flip-Over Event, each holder of the Rights - other than the Acquiring Person - will be entitled to receive shares of the acquiring company. In particular, upon exercising the Rights at their then-current exercise price, the holders will be entitled to receive that number of shares of common stock of the acquiring company with a market value, at the time of such event, of twice the exercise price of the Right. In this way, the Company's shareholders come to significantly dilute the percentage of the acquiror's stock that the acquiror's original stockholders held.

56. The existence of the Rights has the practical effect of precluding ArvinMeritor from consummating the Tender Offer, regardless of the extent to which Dana's shareholders wish to sell their shares pursuant to the Tender Offer. ArvinMeritor believes that the Board's failure to redeem the Rights, insofar as the Rights subvert the wishes of the Company's shareholders to those of the Board and deny the shareholders the opportunity to accept the Tender Offer, constitutes a breach of fiduciary duties on the part of the Board.

57. Any amendment of the Rights Agreement to further hinder and/or delay consummation of the Proposed Acquisition, which the Board may effect without the approval of the holders of the Rights, would constitute a further breach of the Board's fiduciary duties to Dana's shareholders.

58. Dana's Board also has the power to redeem the Rights, at a redemption price of $0.01 per Right, at any time before an Acquiring Person acquires beneficial ownership of 15 percent or more of the Company's outstanding common stock.

59. In light of the fair and non-coercive nature of the Tender Offer, the substantial premium that ArvinMeritor is offering to the Company's shareholders and the fiduciary obligations of the Individual Defendants to Dana's shareholders, Dana's Board should redeem the Rights as described above.

60. Unless the Board redeems the Rights, ArvinMeritor's acceptance of shares tendered pursuant to its Tender Offer (i) will result in it becoming an Acquiring Person, (ii) will make the Rights exercisable for shares of Dana's common stock at a discount of 50 percent of their market value, (iii) will make the Tender Offer economically infeasible for ArvinMeritor to accomplish, and (iv) will deprive Dana's shareholders of the ability to benefit from the Proposed Acquisition.

COUNT I

(BREACH OF FIDUCIARY DUTY; FAILURE TO NEGOTIATE)

61. Complainants repeat and reallege each and every allegation set forth in paragraphs 1 through 60 as if fully set forth herein.

62. Defendants owe Dana's shareholders the highest duties of care, loyalty and good faith.

63. In light of the superior value offered to Dana shareholders by the Proposed Acquisition, there is no legitimate reason for the Dana Board to refuse to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor. Defendants' failure to discuss the details of ArvinMeritor's proposal with ArvinMeritor and to negotiate or even meet with

ArvinMeritor deprives Dana's shareholders of the opportunity to sell their Dana shares at the premium price offered by the Proposed Acquisition, and accordingly, to maximize their wealth.

64. Defendants' failure to negotiate has no economic justification, serves no legitimate purpose, and is an unreasonable response to the Proposed Acquisition, which poses no threat to the interests of Dana's shareholders. As such, the actions of Defendants are in breach of their fiduciary duties to Dana's shareholders.

65. ArvinMeritor and Delta Acquisition Corp. have no adequate remedy at law.

COUNT II

(BREACH OF FIDUCIARY DUTY; CONFLICT OF INTEREST)

66. Complainants repeat and reallege each and every allegation set forth in paragraphs 1 through 65 as if fully set forth herein.

67. Defendants owe Dana's shareholders the highest duties of care, loyalty and good faith.

68. Pursuant to these duties, Defendants must ensure that no conflict exists between Defendants' own interests and those of Dana's shareholders, or, if such a conflict exists, to ensure that such a conflict is resolved in favor of the Company's shareholders.

69. In light of the superior value offered to Dana shareholders by the Proposed Acquisition, there is no legitimate reason for the Dana Board to refuse to meet with ArvinMeritor or even to discuss the details of ArvinMeritor's proposal with ArvinMeritor. Defendants' failure to discuss the details of ArvinMeritor's proposal with ArvinMeritor and to negotiate or even meet with ArvinMeritor deprives Dana's shareholders of the opportunity to sell their Dana shares at the premium price offered by the Proposed Acquisition, and accordingly, to maximize their wealth.

70. Defendants' failure to negotiate is due to their personal interest in entrenching themselves in the unfounded hope that, at some point, their options that are currently under water will have value, or, in the alternative, that they will have time to issue themselves new options at a lower exercise price in order to enrich themselves. This failure to negotiate is in breach of Defendants' fiduciary duties to Dana's shareholders.

71. ArvinMeritor and Delta Acquisition Corp. have no adequate remedy at law.

COUNT III

(BREACH OF FIDUCIARY DUTY: THE RIGHTS PLAN)

72. Complainants repeat and reallege each and every allegation set forth in paragraphs 1 through 71 as if fully set forth herein.

73. Defendants owe Dana's shareholders the highest duties of care, loyalty and good faith.

74. In light of the superior value offered to Dana shareholders by the Proposed Acquisition, there is no legitimate reason for Defendants to retain the Rights Plan. Defendants' failure to redeem the Rights or to render the Rights Plan inapplicable to the Proposed Acquisition has no economic justification, serves no legitimate purpose, and is an unreasonable response to the Proposed Acquisition, which poses no threat to the interests of Dana's shareholders. As such, this failure of Defendants constitutes a breach of their fiduciary duties to Dana's shareholders.

75. ArvinMeritor and Delta Acquisition Corp. have no adequate remedy at law.

COUNT IV

(DECLARATORY AND INJUNCTIVE RELIEF: ANTI-TAKEOVER DEVICES)

76. Complainants repeat and reallege each and every allegation set forth in paragraphs 1 through 75 as if fully set forth herein.

77. Defendants owe Dana's shareholders the highest duties of care, loyalty and good faith.

78. The Tender Offer is non-coercive and non-discriminatory. It is fair to Dana's shareholders and represents a substantial premium over the market price of Dana common stock.

79. Adoption of any defensive measures by Defendants against the Proposed Acquisition, or of any measure that would prevent a future board of directors from exercising its fiduciary duties - including, but not limited to, amendments to the Rights Plan, amendments to Dana's Bylaws, pursuit of alternative transactions with substantial break-up fees and/or lock-ups, "White Knight" stock issuances, changes to licensing agreements, or executive compensation arrangements with substantial payments triggered by a change in control - would itself constitute a breach of the fiduciary duties owed to Dana's shareholders and should be enjoined.

80. ArvinMeritor and Delta Acquisition Corp. have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Complainants respectfully request that this Court:

a) declare that Defendants have breached their fiduciary obligations to Dana's shareholders by refusing to negotiate and even to meet with ArvinMeritor;

b) declare that Defendants have breached their fiduciary obligations to Dana's shareholders by failing to resolve all conflicts of interest in favor of the Company's shareholders;

c) enjoin Dana, its employees, agents and all persons acting on its behalf or in concert with it from taking any action with respect to the Rights Plan, including, but not limited to, adopting any other Rights Plan, designed to impede, or that has the effect of impeding, the Tender Offer or the efforts of ArvinMeritor to acquire control of Dana, in violation of their respective fiduciary duties to Dana's shareholders.

d) enjoin Defendants from adopting any further measure that has the effect of improperly impeding, thwarting, frustrating or interfering with the Proposed Acquisition in a manner inconsistent with their fiduciary duties;

e) enjoin Defendants from taking any action to delay, impede, postpone or thwart the voting or other rights of Dana's shareholders;

f) award Complainants their costs and disbursements in this action, including reasonable attorneys' and experts' fees; and

g) grant Complainants such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

ARVINMERITOR, INC. and DELTA ACQUISITION CORP.
By Counsel

McGUIREWOODS, LLP
Court Square Building
310 Fourth Street, N.E., Suite 200
Charlottesville, Virginia 22902
Telephone: (434) 977-2500
Facsimile: (434) 980-2222

By:

Richard Cullen (VSB No. 16765)
Thomas E. Spahn (VSB No. 17411)
Charles W. McIntyre (VSB No. 27480)
Michael E. Derdeyn (VSB No. 40240)

OF COUNSEL
Wesley G. Howell
Adam H. Offenhartz
Jennifer H. Rearden
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
47th Floor
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

Dated: Charlottesville, Virginia
July 7, 2003

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

ArvinMeritor, Inc. and Delta Acquisition Corp.	:	
Plaintiffs,	:	Civil Action No.
v.	:	
Dana Corporation,	:	COMPLAINT FOR DECLARATORY RELIEF
Defendant.	:	

Plaintiffs ArvinMeritor, Inc ("ArvinMeritor") and Delta Acquisition Corp., by their counsel, allege upon knowledge with respect to themselves and their own acts, and upon information and belief as to all other matters, as follows:

SUMMARY OF THIS ACTION

1. ArvinMeritor has commenced a tender offer today (the "Tender Offer") for all of the outstanding common stock of Defendant Dana Corporation ("Dana" or the "Company") for $15 per share in cash, an aggregate price of approximately $2.5 billion for the common equity of the Company. The Tender Offer represents a 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted a written proposal for a business combination to Dana, and a 24.9 percent premium over the closing price of Dana common stock on July 7, 2003, the last trading day before ArvinMeritor announced the Tender Offer.

2. As required by Section 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), ArvinMeritor and Delta Acquisition Corp. have filed their tender offer materials (the "Tender Offer Materials") with the Securities and Exchange Commission ("SEC").

3. Dana rejected ArvinMeritor's earlier proposals for a business combination and has refused to negotiate with ArvinMeritor. In fact, Dana has refused to meet with ArvinMeritor

even once to discuss ArvinMeritor's proposal. Instead, Dana's Board of Directors (the "Board") has embarked upon a campaign to ensure the continued control of Dana by its current top management and its Board, notwithstanding its fiduciary obligations to Dana's shareholders.

4. ArvinMeritor seeks to acquire Dana through a transaction that is non-coercive, non-discriminatory, and entirely fair to Dana shareholders. This transaction will not pose a threat to the interests of Dana's shareholders.

5. If the Tender Offer is successful, ArvinMeritor will complete its acquisition (the "Proposed Acquisition") of the entire equity interest of Dana by a merger of Delta Acquisition Corp. into Dana. By this Proposed Acquisition, ArvinMeritor envisions the creation of an industry leader with the strategic position, size, and scope of operations that will allow both companies to better serve their customers, employees, and ultimately, their shareholders.

6. In light of the resistance to ArvinMeritor's proposal that Dana and its Board already have shown, Plaintiffs believe that Dana will bring a challenge under Section 14(e) of the Exchange Act to its statements and disclosures in conjunction with the Tender Offer in an effort to further deprive Dana's shareholders of a full and fair opportunity to consider Dana's proposal.

7. By this action, Plaintiffs seek a declaratory judgment regarding the legality of their statements and disclosures in conjunction with the Tender Offer, including, but not limited to, the Tender Offer Materials. Specifically, Plaintiffs ask this Court for a determination that their statements and disclosures in conjunction with the Tender Offer, including, but not limited to, the Tender Offer Materials, comply with applicable federal law.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to 28 U.S.C.ss.1331 and 15 U.S.C.ss.77v of the Exchange Act.

9. This Court has jurisdiction over Defendant because it was incorporated under the laws of the Commonwealth of Virginia.

10. Venue is proper in this District under 28 U.S.C. ss.ss. 139l(b) and (c) and 15 U.S.C. ss. 77v of the Exchange Act. Dana conducts business in Buena Vista, Virginia, at its branch

located at 3200 Green Forest Avenue. This branch, a division of Dana, manufacturers automotive and light truck axles. Upon information and belief, Dana's branch in Buena Vista has approximately 300 employees.

THE PARTIES

11. Plaintiff ArvinMeritor is an Indiana corporation with its principal place of business at 2135 West Maple Road, Troy, Michigan, 48084-7186. ArvinMeritor is the beneficial holder of approximately 1,085,300 shares, or .73 percent, of Dana common stock. ArvinMeritor is a global supplier of integrated systems, modules, components, and applications serving various industries. ArvinMeritor also provides coil coating applications to the transportation, appliance, construction and furniture industries.

12. Plaintiff Delta Acquisition Corp. was incorporated under the laws of the Commonwealth of Virginia for the purpose of engaging in a business combination with the Company. It is a wholly-owned subsidiary of ArvinMeritor. Delta Acquisition Corp. has not, and is not expected to, engage in any business other than in connection with its organization, the Tender Offer and the Proposed Acquisition. Its principal executive offices and telephone number are the same as those of ArvinMeritor.

13. Defendant Dana is a corporation with its principal executive offices at 4500 Dorr Street, Toledo, Ohio, 43615. It was incorporated in Virginia. According to its most recent Form 10-K, Dana is a global supplier of modules, systems, and components serving various industries.

FACTUAL BACKGROUND

DANA'S CURRENT FINANCIAL CONDITION

14. Dana has encountered significant financial difficulties over the past four years, as evidenced by a steady decline in its stock price. In June 1999, Dana's stock was trading at more than $54 per share. Over the next four years, Dana's stock lost substantial value, closing at $9.63 on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and at $12.02 on July 7, 2003, the last trading day before ArvinMeritor announced the Tender Offer.

15. Upon information and belief, due to its substantial financial difficulties, Dana undertook a restructuring program nearly two years ago, in September 2001. However, this restructuring program has led only to plant closings, lost jobs for Dana employees, and a dramatic decrease in share value. As of October 25, 2002, Dana had reduced its permanent workforce by approximately 9 percent (Dana Corp., Press Release (Oct. 25, 2002)), and as of February 12, 2003, Dana had been forced to close 28 of its facilities. (Dana Corp., Press Release (Feb. 12, 2003)).

ARVINMERITOR'S PROPOSAL AND DANA'S RESPONSE

16. In June 2003, ArvinMeritor's Chairman and Chief Executive Officer, Mr. Larry D. Yost, contacted Dana's Chairman, Chief Executive Officer, President, and Chief Operating Officer, Joseph M. Magliochetti ("Dana's Chairman and CEO"), about ArvinMeritor's interest in pursuing a business combination with Dana. Mr. Yost followed-up this telephone conversation with two letters, including one addressed to both Mr. Magliochetti and Dana's Board, noting that ArvinMeritor's offer of $14 per share in cash represented a premium of 45 percent over the closing price of Dana's common stock on June 3, 2003. (Letters dated June 4 and June 16, 2003, from Mr. Yost to Dana's Chairman and CEO.) The letters further stated that, as an alternative to this proposal, ArvinMeritor was "prepared to consider a mix of cash and stock consideration if it will facilitate a transaction" and that ArvinMeritor "may be prepared to analyze further whether a higher value is warranted." (ID.)

17. Mr. Yost also explained the significant benefits to both companies' shareholders of a merger between ArvinMeritor and Dana:

> The combination of ArvinMeritor and Dana will create a stronger and more admired Tier One supplier company providing numerous technological and service benefits for [ArvinMeritor's] worldwide light vehicle, commercial truck and aftermarket customers. This transaction will bring together the right combination of innovation, capabilities and resources to establish a more significant global enterprise. Together, ArvinMeritor and Dana will become a true industry leader with the strategic position, size and scope of operations that will allow us to better serve our customers, employees and shareholders. . .
>
> In addition to the compelling strategic fit of our respective product portfolios, the transaction will also create significant financial benefits, including considerable sales, operating and cost synergies beyond what either company could achieve on

its own. We believe these benefits will better position us to compete and succeed in the increasingly competitive automotive supply industry.

(June 16, 2003 Letter.)

18. By letters dated June 12 and June 19, 2003, Dana's Chairman and CEO rejected ArvinMeritor's proposal and stated that Dana did not have any interest whatsoever in pursuing a sale transaction with ArvinMeritor. (Letters dated June 12 and 19, 2003 from Dana's Chairman and CEO to Mr. Yost.) Dana made this decision without ever having met with ArvinMeritor or discussed the details of ArvinMeritor's proposal with ArvinMeritor.

19. On July 8, 2003, ArvinMeritor announced its intention to commence the Tender Offer. ArvinMeritor intends, as soon as is practicable following consummation of the Tender Offer, to propose and seek to have Dana consummate the Proposed Acquisition. The purpose of the Proposed Acquisition is to acquire any Dana shares that are not tendered and purchased pursuant to the Tender Offer or otherwise.

20. The Proposed Acquisition cannot be consummated unless Dana's stockholders have a full and fair opportunity to consider ArvinMeritor's Tender Offer Materials and decide for themselves whether to accept ArvinMeritor's offer. In light of the resistance to ArvinMeritor's proposal that Dana and its Board already have shown, Plaintiffs believe that Dana will bring a Section 14(e) challenge to its statements and disclosures in conjunction with the Tender Offer in an effort to further deprive Dana's shareholders of the opportunity to consider Dana's proposal.

COUNT I

(DECLARATORY RELIEF)

21. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs 1 through 20 as if fully set forth herein.

22. Section 14(d)(1) of the Exchange Act provides that

> [i]t shall be unlawful for any person ... to make a tender offer for ... any class of equity security ... unless at the time copies of the offer ... are first published or sent or given to security holders such person has filed with the Commission a statement containing ... information as the Commission may by rules and regulations prescribe as necessary or appropriate in the public interest or for the protection of investors. All requests or invitations for tenders ... shall be filed as

part of such statement and shall contain such of the information contained in such statement as the Commission may by rules and regulations prescribe.

The rules and Regulations referenced in Section 14(d)(1) are set forth in Regulation 14D, which was promulgated by the SEC under The Exchange Act.

23. Section 14(e) of the Exchange Act makes it unlawful

> for any person to make any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, or to engage in any fraudulent, deceptive, or manipulative acts or practices, in connection with any tender offer . . .

24. ArvinMeritor and Delta Acquisition Corp. have filed their Tender Offer Materials with the SEC. Given Dana's actions to defeat the Proposed Acquisition, ArvinMeritor and Delta Acquisition Corp. need this Court's assistance to prevent any challenge to the legality of Plaintiffs' statements and disclosures in conjunction with the Tender Offer from further interfering with the right of Dana's shareholders to consider ArvinMeritor's offer.

25. Accordingly, ArvinMeritor and Delta Acquisition Corp. seek a declaration that their statements and disclosures in conjunction with the Tender Offer, including, but not limited to, the Tender Offer Materials, comply with applicable federal law and are not subject to attack by Dana under Section 14(e) of the Exchange Act.

26. ArvinMeritor and Delta Acquisition Corp. have no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

a) declare that Plaintiffs' Tender Offer Materials comply with applicable federal law;

b) award Plaintiffs their costs and disbursements in this action, including reasonable attorneys' and experts' fees; and

c) grant Plaintiffs such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

ARVINMERITOR, INC. and
DELTA ACQUISITION CORP.
By Counsel

McGUIREWOODS, LLP
Court Square Building
310 Fourth Street, N.E., Suite 300
Charlottesville, Virginia 22902
Telephone: (434) 977-2500
Facsimile: (434) 980-2222

By: /S/

Richard Cullen (VSB No. 16765)
Thomas E. Spahn (VSB No. 17411)
Charles W. McIntyre (VSB No. 27480)
Michael E. Derdeyn (VSB No. 40240)

OF COUNSEL

Wesley G. Howell
Adam H. Offenhartz
Jennifer H. Rearden
GIBSON, DUNN & CRUTCHER LLP
200 Park Avenue
47th Floor
New York, New York 10166-0193
Telephone: (212) 351-4000
Facsimile: (212) 351-4035

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Lynchburg Division

ROGER RYAN, On Behalf Of Himself And All Others Similarly Situated, Plaintiff, v. DANA CORPORATION; BENJAMIN F. BAILAR; A. CHARLES BAILLIE; EDMUND M. CARPENTER; ERIC CLARK; CHERYL W. GRISE; GLEN H. HINER; JAMES P. KELLY; JOSEPH M. MAGLIOCHETTI; MARILYN R MARKS; RICHARD B. PRIORY; and FERNANDO M. SENEROS, Defendants.	)	Civil Action No. 6:03CV00051

CLASS ACTION COMPLAINT

Plaintiff, Roger Ryan ("Plaintiff"), by his attorneys, for causes of action against Defendants above-named, alleges and avers as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action individually and as a class action on behalf of all persons, other than Defendants, who own the common stock of Dana Corporation ("Dana" or the "Company") and who are similarly situated, for money damages, injunctive, and/or declaratory relief.

2. As more fully described below, the actions of Dana's directors complained of herein lack any legitimate corporate or business purpose and instead were and are designed for the sole purpose of entrenching themselves as officers and directors of the Company.

Defendants' conspiracy to remain in control of the Company has cost and continues to cost Dana's public shareholders the opportunity to entertain substantial premium offers for their shares. Defendants' continued impairment of the shareholder franchise is improper and unlawful and must be enjoined by the Court.

JURISDICTION AND VENUE

3. This Court has jurisdiction of the subject matter of this action pursuant to 28 U.S.C. ss. 1332, as plaintiff and defendants are citizens of different states, and the amount in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

4. Defendants are subject to personal jurisdiction in this judicial district, and transact business in this judicial district.

5. The Court also has jurisdiction of the subject matter of this action pursuant to 28 U.S.C. ss. 1367(a).

6. Venue is proper in this judicial district pursuant to 28 U.S.C. ss.ss. 1391(a)-(c), as a substantial part of the events and omissions giving rise to this action occurred in this district.

7. On or about July 8, 2003, ArvinMeritor, Inc. and Delta Acquisition Corp. filed against defendants in state court in this district a Bill of Complaint for Injunctive and Declaratory Relief (Buena Vista Cir. Ct. docket no. CH03-000037), alleging in four counts, INTER ALIA, various breaches by defendants of their fiduciary duties. This is a related case.

PARTIES

8. Plaintiff ("Plaintiff") is the owner of common stock of Dana and has been the owner of such shares continuously since prior to the wrongs complained of herein. Plaintiff is a resident of the State of Kentucky.

9. Defendant Dana is incorporated under the laws of Virginia with its principal executive offices located at 4500 Dorr Street, Toledo, Ohio. Dana's common stock trades on the New York Stock Exchange under the symbol "DCN." Dana engineers, manufactures and distributes components and systems for the worldwide vehicular and industrial manufacturers and related aftermarkets.

10. The individual Defendants (the "Individual Defendants") all currently serve as directors of the Board of Dana.

a. Defendant Joseph M. Magliochetti ("Magliochetti") is and at all relevant times has been Chairman of the Board of Directors, Chief Executive Officer, and President of Dana. Magliochetti, based upon information and belief, is a resident of the State of Ohio;

b. Defendant Benjamin F. Bailar ("Bailar") is and at all relevant times has been a director of Dana. Bailar, based upon information and belief, is a resident of the State of Illinois;

c. Defendant A. Charles Baillie ("Baillie") is and at all relevant times has been a director of Dana. Baillie, based upon information and belief, is a resident of Canada;

d. Defendant Edmund M. Carpenter ("Carpenter") is and at all relevant times has been a director of Dana. Carpenter, based upon information and belief, is a resident of the State of Connecticut;

e. Defendant Eric Clark ("Clark") is and at all relevant times has been a director of Dana. Clark, based upon information and belief, is a resident of the United Kingdom;

f. Defendant Cheryl W. Grise ("Grise") is and at all relevant times has been a director of Dana. Grise is a resident of the state of Massachusetts;

g. Defendant Glen H. Hiner ("Hiner") is and at all relevant times has been a director of Dana. Hiner, based upon information and belief, is a resident of the State of West Virginia;

h. Defendant James P. Kelly ("Kelly") is and at all relevant times has been a director of Dana. Kelly, based upon information and belief, is a resident of the State of Georgia;

i. Defendant Marilyn R. Marks ("Marks") is and at all relevant times has been a director of Dana. Marks, based upon information and belief, is a resident of the State of Georgia,

j. Defendant Richard B. Priory ("Priory") is and at all relevant times has been a director of Dana. Priory, based upon information and belief, is a resident of the State of North Carolina;

k. Defendant Fernando M. Senderos ("Senderos") is and at all relevant times has been a director of Dana. Senderos, based upon information and belief, is a resident of Mexico.

11. By virtue of their positions as directors and/or officers of Dana and their exercise of control over the business and corporate affairs of Dana, the Individual Defendants have, and at

all relevant times had, the power to control and influence, and did control and influence and cause Dana to engage in the practices complained of herein. Each Individual Defendant owed and owes Dana and its common stockholders fiduciary duties and were and are required to: (i) use their ability to control and manage Dana in a fair, just and equitable manner, (ii) act in furtherance of the best interests of Dana and its stockholders; (iii) refrain from abusing their positions of control; and (iv) not favor their own interests at the expense of Dana's stockholders. By reason of their fiduciary relationships, these defendants owed and owe plaintiff and other members of the Class (as herein defined) the highest obligations of good faith, fair dealing, loyalty and due care.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on his own behalf and as a class action on behalf of himself and holders of Dana common stock (the "Class") pursuant to Federal Rule of Civil Procedure 23. Excluded from the Class are Defendants herein and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants.

13. This action is properly maintainable as a class action.

14. The Class is so numerous that joinder of all members is impracticable. As of July 11, 2003, there were approximately 148 million shares of Dana common stock outstanding.

15. There are questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class members. The common questions include, INTER ALIA, the following:

a. whether Defendants have breached their fiduciary and other common law duties owed by them to Plaintiff and the other members of the Class;

b. whether Defendants are unlawfully entrenching themselves in office and preventing the Company's shareholders from maximizing the value of their holdings; and

c. whether the Class is entitled to injunctive relief or damages as a result of the wrongful conduct committed by Defendants.

16. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff's claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

17. Plaintiff anticipates that there will be no difficulty in the management of this litigation.

18. Defendants have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making appropriate the relief sought herein with respect to the Class as a whole.

SUBSTANTIVE ALLEGATIONS

19. On or about June 4, 2003, Larry D. Yost ("Yost"), President and Chief Executive Officer of ArvinMeritor, Inc. ("ArvinMeritor"), contacted defendant Magliochetti to express ArvinMeritor's willingness to enter into a merger transaction pursuant to which ArvinMeritor would acquire Dana for $14.00 per share in cash. Yost expressed that ArvinMeritor would also be willing to consider alternative transactions involving a combination of ArvinMeritor common stock and cash as consideration for a purchase of Dana. That same day, Yost sent a letter to Magliochetti confirming ArvinMeritor's offer.

20. One week later, without engaging in any discussions with ArvinMeritor, Magliochetti sent a letter to Yost stating, in part:

> The Board is unanimous in concluding that Dana has no interest whatsoever in pursuing a sale transaction with you, nor do we believe that any other combination of our companies would be in the interests of our shareholders. Discussion as to a sale transaction or any other combination would not be productive....

21. On or about June 16, 2003, Yost sent a follow up letter to the entire Board of Dana. In that letter, Yost highlighted the fact that ArvinMeritor's proposal represented a 45% premium to Dana's closing price the day before the offer. Yost expressed surprise that Dana would "forgo even an initial meeting with [ArvinMeritor] to discuss [ArvinMeritor's] proposal in light of the significant value [ArvinMeritor] is prepared to offer [Dana's] shareholders." Moreover, Yost reiterated that ArvinMeritor would consider changing the consideration offered to a combination of stock and cash and even suggested that ArvinMeritor would consider "whether a higher value is warranted" if Dana would discuss a combination with ArvinMeritor.

22. On June 19, 2003, defendant Magliochetti sent Yost a letter repeating that Dana had "no interest whatsoever in pursuing a sales transaction with ArvinMeritor. Defendant Magliochetti stated "any meeting or discussion as to a sales transaction or any other combination would not be productive."

23. On or about July 8, 2003, frustrated by Dana's unwillingness to even discuss a possible business combination at any price, Yost sent a letter to defendant Magliochetti stating ArvinMeritor's willingness to increase its offer to $15.00 per share in cash. Further, Yost stated that ArvinMeritor intended to take its new $15.00 per share offer directly to Dana's public shareholders via a tender offer, with the hope that Dana's shareholders would be permitted to assess the desirability of ArvinMeritor's offer. Yost repeated that ArvinMeritor would be willing

to consider even greater consideration if Dana would merely enter into discussions with ArvinMeritor.

24. On or about July 9, 2003, ArvinMeritor issued a press release publicly announcing its $15.00 per share offer for the first time. On July 10, 2003, ArvinMeritor commenced its offer.

25. Regardless of the desires of Dana's shareholders to explore a transaction with ArvinMeritor, ArvinMeritor's lucrative offer to acquire the Company is effectively futile without the Individual Defendants' approval. Specifically, Dana maintains a rights agreement commonly referred to as a "poison pill" which makes it highly unlikely that Dana could consummate a merger transaction without the Individual Defendants' approval.

26. Dana adopted its poison pill on April 25, 1996, pursuant to a rights agreement with Chemical Mellon Shareholder Services, L.L.C. The rights plan does not expire until July 25, 2006.

27. Dana's poison pill effectively precludes a hostile bid for the Company by permitting existing shareholders to dilute the hostile acquirer's holdings through the purchase of additional shares of Dana common stock at half their market price. In effect, the poison pill makes it prohibitively expensive for a hostile acquirer to purchase the Company, under any circumstances. ArvinMeritor has stated that it cannot consummate its tender offer until Dana redeems or exempts ArvinMeritor from Dana's poison pill.

COUNT I

BREACH OF FIDUCIARY DUTY AGAINST THE INDIVIDUAL DEFENDANTS

28. Plaintiff repeats and realleges each and every allegation set forth above.

29. The individual Defendants were and are under a duty to:

(i) act in the interests of the equity owners;

(ii) maximize shareholder value;

(iii) undertake an appropriate evaluation of the Company's net worth as a merger/acquisition candidate; and

(iv) act in accordance with their fundamental duties of due care and loyalty. At a minimum, this includes the duty to communicate with ArvinMeritor in order to obtain the information necessary to evaluate the offer and make an informed decision.

30. By the acts, transaction and courses of conduct alleged herein, Defendants, individually and as part of a common plan and scheme or in breach of their fiduciary duties to Plaintiff and the other members of the Class, are attempting unfairly to deprive Plaintiff and other members of the Class the true value of their investment in Dana.

31. The Individual Defendants have refused to seriously consider premium offers for the Company's common stock in an attempt to entrench themselves in their positions with the Company and to protect their substantial salaries and prestigious positions. The Individual Defendants' placement of their own interests ahead of the interests of Dana's public shareholders is in direct violation of their fiduciary duties.

32. As a result of the actions of the Individual Defendants, Plaintiff and the other members of the Class will be prevented from obtaining appropriate consideration for their shares of common stock.

33. Unless enjoined by this Court, the Individual Defendants will continue to breach their fiduciary duties and may prevent the Class from receiving its fair share of Dana's valuable assets and businesses as a result of the proposal by ArvinMeritor or some other bona fide offeror.

34. Plaintiff and the Class have no adequate remedy at law.

WHEREFORE, Plaintiff demands judgment and preliminary and permanent relief, including injunctive relief, in his favor and in favor of the Class and against Defendants as follows:

1. Declaring that this action is properly maintainable as a class action;

2. Directing the Defendants to exercise their duty of care by giving due consideration to any proposed business combination;

3. Directing the Defendants to adequately ensure that no conflicts of interest exist between the Individual Defendants and their fiduciary obligations, or if such conflicts exist, to ensure that all conflicts are resolved in the best interests of Dana's public stockholders;

4. Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' and experts' fees; and

5. Granting such other and further relief as this Court may deem just and proper.

DATED: July 14, 2003.

/s/ Garrett M. Smith

Garrett M. Smith (Va. Bar # 34162)
MICHIE, HAMLETT, LOWRY, RASMUSSEN & TWEEL P.C.
500 Court Square, Suite 300
P.O. Box 298
Charlottesville, VA 22902
(434) 951-7222; (434) 951-7242 fax

OF COUNSEL:

SCHIFFRIN & BARROWAY, LLP
Marc A. Topaz
Gregory M. Castaldo
Three Bala Plaza East
Suite 400
Bala Cynwyd, PA 19004
(610) 667-7706

IN THE CIRCUIT COURT FOR THE CITY OF BUENA VISTA

MICHAEL MARTIN, Complainant,	)	
	)	
v.	)	
	)	
JOSEPH M. MAGLIOCHETTI, BENJAMIN F. BAILAR, A. CHARLES BAILLIE, EDMUND M. CARPENTER, ERIC CLARK, GLEN H. HINER, JAMES P. KELLY, MARILYN R. MARKS, RICHARD B. PRIORY, FERNANDO M. SENDEROS, CHERYL W. GRISE,	)	Chancery No. CH 03-000040-00
	)	
Defendants,	)	
	)	
- - and -	)	
	)	
DANA CORPORATION,	)	
	)	
Nominal Defendant	)	

BILL OF COMPLAINT FOR SHAREHOLDER DERIVATIVE ACTION

Complainant Michael Martin ("Complainant") by his counsel, alleges upon knowledge with respect to himself and his own acts, and upon information and belief as to all other matters, as follows:

SUMMARY OF THIS ACTION

1. On July 8, 2003, ArvinMeritor, Inc. ("ArvinMeritor") announced a tender offer (the "Tender Offer") to acquire all of the outstanding common stock of nominal defendant Dana Corporation ("Dana," or the "Company") for $15 per share in cash, an aggregate price of approximately $2.5 billion for the common equity of the Company. ArvinMeritor is an Indiana corporation with its principal place of business at 2135 West Maple Road, Troy, Michigan, 48084-7186. ArvinMeritor is a global supplier of integrated systems, modules, components, and applications serving various industries. ArvinMeritor intends to effectuate the Tender Offer through its wholly-owned subsidiary, Delta Acquisition Corporation, a Virginia Company.

2. The Tender Offer represents a 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted a written proposal for a business combination to Dana, and a 24.9 percent premium over the closing price of Dana's common stock on July 7, 2003.

3. Since ArvinMeritor contacted Dana, the Company has refused ArvinMeritor's proposals for a business combination and has refused to negotiate with ArvinMeritor. Dana's Board of Directors (the "Individual Defendants") has instead embarked upon a campaign to entrench itself and continues its unfounded control over Dana despite the Individual Defendants' fiduciary duties to act in the best interests of the Company and not their own.

4. Because ArvinMeritor's proposed acquisition of Dana (the "Proposed Acquisition") offers substantial value to the Company's shareholders, the Individual Defendants' refusal to negotiate or even to discuss the details of ArvinMeritor's proposal constitutes an unreasonable response to the Proposed Acquisition, and violates the Individual Defendants' fiduciary duties to the Company and its shareholders.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the Company because Dana is incorporated under the laws of the Commonwealth of Virginia, and over the Individual Defendants because, among

other reasons, they are directors of a Virginia corporation, and they are subject to jurisdiction under Virginia Code Section 8.01-328.1.

6. Venue is proper in this Court under Virginia Code Section 8.01-262(3) because Dana conducts business in Buena Vista, Virginia, at its office located at 3200 Green Forest Avenue. This office, a division of Dana, manufactures automotive and light truck axles. Upon information and belief, the office has approximately 300 employees.

7. On or about July 8, 2003, ArvinMeritor, Inc. and Delta Acquisition Corp. filed against defendants in this Court a Bill of Complaint for Injunctive and Declaratory Relief (Buena Vista Cir. Ct. docket no. CH03-000037) alleging in four counts, INTER ALIA, various breaches by defendants of their fiduciary duties. This is a related case.

THE PARTIES

8. Complainant Michael Martin, is a resident of Missouri, and at all times relevant to this action, held and still holds, shares of Dana. Complainant will fairly and adequately represent the interests of the Corporation in enforcing the rights of the Corporation.

9. Nominal defendant Dana, is Virginia Corporation with its principal executive offices at 4500 Dorr Street, Toledo, Ohio, 43615. Dana is a global supplier of modules, systems, and components serving various industries. As of April 25, 2003, Dana had approximately 148,620,000 shares of common stock outstanding. Dana's shares trade on the New York Stock Exchange and the Pacific Exchange. Upon information and belief, fewer than 500 of Dana's employees are located in Virginia, with approximately 300 located at the office in Buena Vista.

10. Upon information and belief, Dana does not own any real property in Virginia.

11. Defendant Joseph M. Magliochetti is Chairman of the Dana Board and the Company's Chief Executive Officer, President, and Chief Operating Officer.

12. Defendant Benjamin F. Bailar is a director of Dana.

13. Defendant A. Charles Baillie is a director of Dana.

14. Defendant Edmund M. Carpenter is a director of Dana.

15. Defendant Eric Clark is a director of Dana.

16. Defendant Glen H. Hiner is a director of Dana.

17. Defendant James P. Kelly is a director of Dana.

18. Defendant Marilyn R. Marks is a director of Dana.

19. Defendant Richard B. Priory is a director of Dana.

20. Defendant Fernando M. Senderos is a director of Dana.

21. Defendant Cheryl W. Grise is a director of Dana.

FACTUAL BACKGROUND

DANA'S CURRENT FINANCIAL CONDITION

22. Dana has not performed well as its stock price has languished. In June 1999, Dana stock was trading at more than $54 per share. Over the next four years, Dana's stock lost substantial value, closing at $9.63 on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal to Dana.

23. Upon information and belief, due to its substantial financial difficulties, Dana undertook a restructuring program nearly two years ago, in September 2001. However, this restructuring plan has led only to plant closings and to lost jobs for Dana employees, as Dana itself has acknowledged:

> Among the elements of the restructuring are a workforce reduction of more than 15 percent and the planned closure or consolidation of more than 30 facilities. Through June 30, [2002,] Dana had reduced its permanent workforce by approximately 8 percent, closed 14 facilities, and announced plans to close 14 others.

(Dana Corp., Press Release (July 17, 2002)).

> Dana has reduced its permanent workforce by approximately 9 percent, closed 18 facilities, and announced plans to close 16 others from the inception of the restructuring plan announced one year ago through Sept. 30, 2002.

(Dana Corp., Press Release (Oct. 25, 2002)).

24. Dana's dismal performance under the Individual Defendants' watch has not improved. As of February 12, 2003, the Company closed 28 of its facilities as part of its restructuring program. (Dana Corp., Press Release (Feb. 12, 2003)).

25. The ArvinMeritor Tender Offer represents a substantial improvement by offering 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal to Dana.

THE INDIVIDUAL DEFENDANTS STONEWALL ARVINMERITOR

26. Despite the clear-cut, substantial economic benefits for Dana's shareholders and Dana's significant financial struggles in the hands of its current management, the Individual Defendants dismissed ArvinMeritor's proposal without due and sufficient consideration. Such conduct violated the Individual Defendants' fiduciary duties to act in the best interests of the Company and its shareholders.

27. ArvinMeritor first conveyed its interest in acquiring Dana for $14 per share in cash to Defendant Magliochetti, Dana's Chairman, Chief Executive Officer, President, and Chief

Operating Officer, during a telephone conversation on June 4, 2003 (the "June 4, 2003 Conversation").

28. Defendant Magliochetti's reaction was immediate and adverse to Dana's shareholders. He refused to discuss ArvinMeritor's proposal. Instead, twice during the June 4, 2003 Conversation, Defendant Magliochetti stated emphatically that Dana was "not for sale."

29. This rejection of ArvinMeritor's proposal was not based on discussions with the other Individual Defendants or any other employees or advisors of the Company. As such, Defendant Magliochetti's rejection of ArvinMeritor's proposal was uninformed and constituted a violation of his fiduciary duties to the Company.

30. On June 4, 2003, Larry D. Yost, the Chairman and Chief Executive Officer of ArvinMeritor, sent a letter to Defendant Magliochetti (the "June 4, 2003 Letter") memorializing ArvinMeritor's proposal of June 4, 2003. The letter noted that the price offered by ArvinMeritor represented a premium of 45 percent over the closing price of Dana's common stock on June 3, 2003.

31. The June 4, 2003 Letter also noted that, as an alternative to the proposal advanced earlier that day, ArvinMeritor was "prepared to consider a mix of cash and stock consideration if it will facilitate a transaction." The June 4, 2003 Letter further stated that "[i]f you are willing to work with us to consummate a transaction expeditiously, we may be prepared to analyze further whether a higher value is warranted."

32. Mr. Yost also indicated in the June 4, 2003 Letter that "[i]f you or any of your directors have any questions about our proposal, please feel free to give me a call. I will make myself available at any time." In violation of their fiduciary duties, however, none of the

Individual Defendants have accepted Mr. Yost's invitation to discuss the issues raised in his letters.

33. On June 12, 2003, Defendant Magliochetti telephoned Mr. Yost (the "June 12, 2003 Conversation") to express that Dana was not interested in a business combination with ArvinMeritor. On June 12, 2003, Defendant Magliochetti also sent a letter (the "June 12, 2003 Letter") to ArvinMeritor stating that Dana did not have any interest in pursuing a sale transaction with ArvinMeritor. Upon information and belief, the Individual Defendants failed to give ArvinMeritor's offer due consideration, and in violation of their fiduciary duties, took action to entrench themselves in office to retain substantial benefits and perquisites such offices extended to them.

34. On June 16, 2003, Mr. Yost sent a letter to Defendant Magliochetti and to Dana's Board (the "June 16, 2003 Letter") repeating ArvinMeritor's interest in pursuing a transaction with Dana. In addition, Mr. Yost further explained the significant benefits to both companies' shareholders of a merger between ArvinMeritor and Dana.

As the letter noted,

> The combination of ArvinMeritor and Dana will create a stronger Tier One supplier company providing numerous technological and service benefits for our combined worldwide light vehicle, commercial truck and aftermarket customers. This transaction will bring together the right combination of innovation, capabilities and resources to establish a more significant global enterprise. Together, ArvinMeritor and Dana will become a true industry leader with the strategic position that will allow us to better serve our customers, employees and shareholders...
>
> In addition to the compelling strategic fit of our respective product portfolios, a business combination of our two companies will also create significant financial benefits, including considerable sales, operating and cost synergies beyond what either company could achieve on its own. We believe these benefits will better

position us to compete and succeed in the increasingly competitive automotive supply industry.

(June 16, 2003 Letter).

35. The June 16, 2003 Letter also stated that ArvinMeritor was "flexible in considering a mix of cash and stock consideration if it will facilitate a transaction," and again noted that ArvinMeritor "may be prepared to analyze further whether a higher value is warranted." In further violation of their fiduciary duties, the Individual Defendants refused to meet with ArvinMeritor or even discuss ArvinMeritor's proposal.

36. The Individual Defendants' refusal to consider AzvinMeritor's proposal or to attempt to negotiate the terms of the deal violates their fiduciary duties to the Company. ArvinMeritor's proposal is available to all Dana shareholders, for all outstanding shares. It is not "front-end loaded" or otherwise coercive in nature, and ArvinMeritor has made clear that it intends to acquire any shares not tendered in response to the Tender Offer for the same price of $15 per share in cash in a second-step merger. The Tender Offer provides Dana shareholders with the opportunity to realize a 55.7 percent premium over the closing price of their shares on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and a 24.9 percent premium over the closing price of their shares on July 7, 2003.

37. Notwithstanding the fair and non-coercive nature of the Proposed Acquisition, the substantial premium that ArvinMeritor is offering to Dana's shareholders and Dana's impaired financial condition under its current management, on June 19, 2003 only three days after ArvinMeritor sent its second letter to Defendant Magliochetti - ArvinMeritor received a letter

from Defendant Magliochetti (the "June 19, 2003 Letter") reiterating that Dana had no interest in pursuing a sale transaction with ArvinMeritor.

38. In addition, despite ArvinMeritor's clear offer to negotiate the terms of the proposed Acquisition, the June 19, 2003 Letter - like the June 12, 2003 Letter - conveyed an absolute refusal to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor. Upon information and belief, this knee-jerk reaction arises from the Individual Defendants' efforts to entrench themselves at the expense and to the detriment of Dana's shareholders.

39. The Individual Defendants have a large financial stake in preventing the Proposed Acquisition. Upon information and belief, Dana's directors awarded themselves, as well as the Company's officers, significant numbers of stock options in order to reap substantial personal gains at the expense of Dana's shareholders. Due to the mismanagement of the Company by the Board and Dana's officers, upon information and belief, the vast majority of those options are currently "under water" - the price at which they may be exercised is higher than Dana's stock price as of July 7, 2003 and the price per share of the Tender Offer. The Individual Defendants, upon information and belief, are acting to entrench themselves in an effort to hang on in the unfounded hope that, at some point, their options will have value, or that they will have time to issue themselves new options at a lower exercise price in order to enrich, themselves. The Individual Defendants and Dana's management, upon information and belief, are not willing to relinquish control and the ability to issue themselves new options, notwithstanding that relinquishing such control would be in the best interests of those who own the Company - the shareholders.

40. ArvinMeritor cannot complete its acquisition of Dana unless the Individual Defendants - voluntarily or by direction of the Court - remove or render inapplicable Dana's anti-takeover devices, including Dana's shareholder rights plan (the "Poison Pill").

DANA'S POISON PILL

41. On April 25, 1996, the Company adopted its Poison Pill pursuant to a Rights Agreement (the "Rights Agreement") with Chemical Mellon Shareholder Services, L.L.C. (the predecessor in interest to Bank of New York). The term of the Poison Pill extends until July 25, 2006.

42. On April 15, 1996, the Company's Board declared a dividend of one preferred share purchase right (the "Right") for each outstanding share of common stock, par value $1 per share, of the Company. The dividend became payable on July 25, 1996 to the shareholders of record on that date.

43. The primary purpose of the Poison Pill is to allow the holders of the Rights, under certain circumstances, to purchase shares of Dana's common stock at a deep discount. In this way, the Poison Pill enables the holders of the Rights to dilute the interests in Dana of a person or group of affiliated or associated persons (an "Acquiring Person") who has acquired, obtained the right to acquire, or commenced or announced an intention to commence a tender offer or exchange offer for, 15 percent or more of the outstanding shares of Dana's common stock.

44. Each Right entitles the holder, except for the Acquiring Person, to purchase from the Company one one-thousandth of a share of the Company's Series A Junior Participating Preferred Stock, no par value (the "Preferred Shares"), at a price of $110 per one one-thousandth of a Preferred Share, subject to adjustment (the "Purchase Price"). The Rights do not become

exercisable, and separate certificates representing the rights (the "Rights Certificates") are not distributed, unless and until the earlier to occur of:

a) ten days after a public announcement or notice to the Company that an Acquiring Person has acquired, or obtained the right to acquire, beneficial ownership of 15 percent or more of the outstanding shares of common stock of the Company; or

b) ten business days (or such later date as may be determined by action of the Board prior to such time a person becomes an Acquiring Person) after the commencement of, or the announcement of an, intention to make, a tender offer or exchange offer for 15 percent or more of the outstanding shares of the Company's common stock.

45. The Rights do not have any economic value until the occurrence of a "Flip-In Event" or a "Flip-Over Event." A Flip-In Event occurs if and when a holder of Dana stock becomes an Acquiring Person. At that point, all Rights other than those held by the Acquiring Person "flip-in" and become discount rights which entitle the holders to purchase Dana common stock at a steep discount, thereby diluting the interests of the Acquiring Person. Specifically, each right that "flips-in" becomes exercisable for shares of the Company's common stock with a value equal to twice the Right's exercise price. Thus, for the exercise price of $110, the holder of a Right other than an Acquiring Person may purchase Dana common stock having a market value of $220 - a 50 percent discount to market price.

46. If and when Dana engages in a merger or a sale of 50 percent or more of its assets (a "Flip-Over Event"), the Rights then "flip-over." Following a Flip-Over Event, each holder of

the Rights - other than the Acquiring Person - will be entitled to receive shares of the acquiring company. In particular, upon exercising the Rights at their then-current exercise price, the holders will be entitled to receive that number of shares of common stock of the acquiring company with a market value, at the time of such event, of twice the exercise price of the Right. In this way, the Company's shareholders come to significantly dilute the percentage of the acquiror's stock that the acquiror's original stockholders held.

47. The Individual Defendants have the authority to redeem the Rights, at a redemption price of $0.01 per Right, at any time before an Acquiring Person acquires beneficial ownership of 15 percent or more of the Company's outstanding common stock.

48. The existence of the Rights effectively preclude ArvinMeritor from consummating the Tender Offer, regardless of the extent to which Dana's shareholders wish to sell their shares pursuant to the Tender Offer. Unless the Individual Defendants redeem the Rights, ArvinMeritor's acceptance of shares tendered pursuant to its Tender Offer (i) will result in it becoming an Acquiring Person, (ii) will make the Rights exercisable for shares of Dana's common stock at a discount of 50 percent of their market value, (iii) will make the Tender Offer economically infeasible for ArvinMeritor to accomplish, and (iv) will deprive Dana's shareholders of the ability to benefit from the Proposed Acquisition.

49. The Individual Defendants' failure to redeem the Rights and thus maintain themselves in office constitute violations of their fiduciary duties

DERIVATIVE CLAIM FOR
BREACH OF FIDUCIARY DUTY

50. Complainant repeats and realleges each of the foregoing allegations as if fully set forth herein.

51. Complainant brings this claim derivatively in the right and for the benefit of Dana to redress injuries suffered and to be suffered by the Company as a direct result of the violations of fiduciary duties by the Individual Defendants. In particular, Complainant seeks redress for the injuries suffered and to be suffered by the Company by virtue of, INTER ALIA, the actions undertaken and measures approved and or endorsed by the Individual Defendants which were and are motivated solely or primarily for purposes of entrenchment.

52. Complainant has not made any demand on the present Board of Directors of the Company to institute this action because such demand would be futile and is thereby excused for the following reasons:

(1) The Individual Defendants are not disinterested with respect to their refusal to disable the Poison Pill, and their summary, uninformed rejections of the ArvinMeritor offers were undertaken unlawfully, in bad faith and with the primary purpose and effect of entrenchment. The design and effect of the Individual Defendants' conduct and its timing, demonstrate that a basic motive of taking these actions and implementing these measures was to secure the Individual Defendants in their positions and emoluments within the Company. The Individual Defendants' summary, uninformed rejections of the recent premium offer have clear anti-takeover purposes and consequences. Under the circumstances, the Individual Defendants - in approving and implementing these steps - have

acted with a sole or primary motive to perpetuate themselves in their positions of control within the corporate structure and to benefit themselves and other members of Dana's executive management with whom they are closely allied.

(2) The Individual Defendants are further interested in these transactions because each receives substantial salaries, bonuses, payments, benefits, and/or other emoluments by virtue of service on the Board. The Individual Defendants have thus benefitted and will continue to benefit from the wrongs herein alleged and have acted to preserve their positions of dominance and control and the perquisites thereof, and are incapable of exercising independent business judgment in deciding whether to bring this action.

(3) In addition to being self-interested, the Individual Defendants - in taking the actions and approving the measures described above - fundamentally failed to exercise sound and proper business judgment. The Individual Defendants, INTER ALIA, have failed to exercise due care in formulating and approving their conduct in a manner not in the best interests of the Company and its public shareholders.

(4) As a result of the acts and conduct described above, the Individual Defendants are not fully informing themselves, are not acting in good faith and have deliberately and/or recklessly breached their fiduciary and other common law duties which they owe to the Company. Among other things,

the unlawful failure to consider ArvinMeritor's offer with due care and simultaneous decision to maintain the Poison Pill, have the effect of entrenching the Individual Defendants in their corporate offices against any real or perceived threat to their control and represents an ill-considered, hasty reaction which did not satisfy the directors' duty to obtain adequate information before rejecting a BONA FIDE acquisition proposal. Defendants are manipulating Dana's corporate machinery and abusing their positions of control for purposes of securing their positions and control.

(5) To the extent that the conduct of the Individual Defendants is based upon what they perceive to be a threat by a third-party to take over Dana, the Individual Defendants have a heightened fiduciary duty to act in the best interest of the Company's public stockholders and to act reasonably with regard to any such perceived threat. They have recklessly and in bad faith violated such duties.

53. By virtue of the acts and conduct alleged herein, the Individual Defendants are carrying out a preconceived plan and scheme to entrench themselves in office, and to protect and advance their own personal financial interests at the expense of Dana and its shareholders, acting grossly disproportionately to any real or apparent threat.

54. By reason of the foregoing, Dana has sustained and will continue to sustain irreparable harm and has no adequate remedy at law.

WHEREFORE, Complainant respectfully demands judgment as follows:

A. Declaring that the Individual Defendants have violated their fiduciary duties to the Company;

B. Enjoining the Individual Defendants from abusing the corporate machinery of the Company for the purpose of entrenching themselves in office;

C. Ordering the Individual Defendants, jointly and severally, to account to the Company for all damages suffered and to be suffered by them as a result of the acts and transactions alleged herein;

D. Enjoining the Individual Defendants from adopting any further measure that has the effect of improperly impeding, thwarting, frustrating or interfering with the Proposed Acquisition or Tender Offer in a manner inconsistent with their fiduciary duties;

E. Enjoining the Individual Defendants from taking any action to delay, impede, postpone or thwart the voting or other rights of Dana's shareholders;

F. Awarding Complainant his costs and disbursements in this action, including reasonable attorneys' and experts' fees; and

G. Granting Complainant such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

MICHAEL MARTIN

By Counsel

/S/GARRETT M. SMITH

Garrett M. Smith (Bar # 34162)

MICHIE, HAMLETT, LOWRY, RASMUSSEN & TWEEL, P.C.
500 Court Square, Suite 300
P.O. Box 298
Charlottesville, VA 22902
Telephone: (434) 951-7222
Facsimile: (434) 951-7242

CAULEY GELLER BOWMAN
& RUDMAN LLP

Samuel H. Rudman
200 Broadhollow Road, Suite 406
Melville, NY 11747
Telephone: (631) 367-7100
Facsimile: (631) 367-1173

ATTORNEY FOR COMPLAINANT

Dated: Charlottesville, Virginia
July 11, 2003

IN THE CIRCUIT COURT FOR THE CITY OF BUENA VISTA

ADOLPH FEUERSTEIN, Complainant,	)	
	)	
v.	)	
	)	
JOSEPH M. MAGLIOCHETTI,	)	
BENJAMIN F. BAILAR, A. CHARLES	)	
BAILLIE, EDMUND M. CARPENTER,	)	
ERIC CLARK, GLEN H. HINER,	)	
JAMES P. KELLY, MARILYN R.	)	
MARKS, RICHARD B. PRIORY,	)	
FERNANDO M. SENDEROS,	)	Chancery No. CH 03-_____
CHERYL W. GRISE,	)	
	)	
Defendants,	)	
	)	
- - and -	)	
	)	
DANA CORPORATION,	)	
	)	
Nominal Defendant	)	

BILL OF COMPLAINT FOR SHAREHOLDER DERIVATIVE ACTION

Complainant Adolph Feuerstein ("Complainant") by his counsel, alleges upon knowledge with respect to himself and his own acts, and upon information and belief as to all other matters, as follows:

SUMMARY OF THIS ACTION

1. On July 8, 2003, ArvinMeritor, Inc. ("ArvinMeritor") announced a tender offer (the "Tender Offer") to acquire all of the outstanding common stock of nominal defendant Dana Corporation ("Dana," or the "Company") for $15 per share in cash, an aggregate price of approximately $2.5 billion for the common equity of the Company. ArvinMeritor is an Indiana

corporation with its principal place of business at 2135 West Maple Road, Troy, Michigan, 48084-7186. ArvinMeritor is a global supplier of integrated systems, modules, components, and applications serving various industries. ArvinMeritor intends to effectuate the Tender Offer through its wholly-owned subsidiary, Delta Acquisition Corporation, a Virginia Company.

2. The Tender Offer represents a 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted a written proposal for a business combination to Dana, and a 24.9 percent premium over the closing price of Dana's common stock on July 7, 2003.

3. Since ArvinMeritor contacted Dana, the Company has refused ArvinMeritor's proposals for a business combination and has refused to negotiate with ArvinMeritor. Dana's Board of Directors (the "Individual Defendants") has instead embarked upon a campaign to entrench itself and continues its unfounded control over Dana despite the Individual Defendants' fiduciary duties to act in the best interests of the Company and not their own.

4. Because ArvinMeritor's proposed acquisition of Dana (the "Proposed Acquisition") offers substantial value to the Company's shareholders, the Individual Defendants' refusal to negotiate or even to discuss the details of ArvinMeritor's proposal constitutes an unreasonable response to the Proposed Acquisition, and violates the Individual Defendants' fiduciary duties to the Company and its shareholders.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the Company because Dana is incorporated under the laws of the Commonwealth of Virginia, and over the Individual Defendants because, among

other reasons, they are directors of a Virginia corporation, and they are subject to jurisdiction under Virginia Code ss. 8.01-328.1.

6. Venue is proper in this Court under Virginia Code ss. 8.01.262(3) because Dana conducts business in Buena Vista, Virginia, at its office located at 3200 Green Forest Avenue. This office, a division of Dana, manufacturers automotive and light truck axles. Upon information and belief, the office has approximately 300 employees.

7. On or about July 8, 2003, ArvinMeritor, Inc. and Delta Acquisition Corp. filed against defendants in this Court a Bill of Complaint for Injunctive and Declaratory Relief (Buena Vista Cir. Ct. docket no. CH03-000037) alleging in four counts, inter alia, various breaches by defendants of their fiduciary duties. This is a related case.

THE PARTIES

8. Complainant Adolph Feuerstein, is a resident of New York, and at all times relevant to this action, held and still holds, shares of Dana. Complainant will fairly and adequately represent the interests of the Corporation in enforcing the rights of the Corporation.

9. Nominal defendant Dana, is Virginia Corporation with its principal executive offices at 4500 Dorr Street, Toledo, Ohio, 43615. Dana is a global supplier of modules, systems, and components serving various industries. As of April 25, 2003, Dana had approximately 148,620,000 shares of common stock outstanding. Dana's shares trade on the New York Stock Exchange and the Pacific Exchange. Upon information and belief, fewer than 500 of Dana's employees are located in Virginia, with approximately 300 located at the office in Buena Vista.

10. Upon information and belief, Dana does not own any real property in Virginia.

11. Defendant Joseph M. Magliochetti is Chairman of the Dana Board and the Company's Chief Executive Officer, President, and Chief Operating Officer.

12. Defendant Benjamin F. Bailar is a director of Dana.

13. Defendant A. Charles Baillie is a director of Dana.

14. DefendantEdmund M. Carpenter is a director of Dana.

15. Defendant Eric Clark is a director of Dana.

16. Defendant Glen H. Hiner is a director of Dana.

17. Defendant James P. Kelly is a director of Dana.

18. Defendant Marilyn R. Marks is a director of Dana.

19. Defendant Richard B. Priory is a director of Dana.

20. Defendant Fernando M. Senderos is a director of Dana.

21. Defendant Cheryl W. Grise is a director of Dana.

FACTUAL BACKGROUND

DANA'S CURRENT FINANCIAL CONDITION

22. Dana has not performed well as its stock price has languished. In June 1999, Dana's stock was trading at more than $54 per share. Over the next four years, Dana's stock lost substantial value, closing at $9.63 on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal to Dana.

23. Upon information and belief, due to its substantial financial difficulties, Dana undertook a restructuring program nearly two years ago, in September 2001. However, this restructuring plan has led only to plant closings and to lost jobs for Dana employees, as Dana itself has acknowledged:

> Among the elements of the restructuring are a workforce reduction of more than 15 percent and the planned closure or consolidation of more than 30 facilities. Through June 30, [2002,] Dana had reduced its permanent workforce by approximately 8 percent, closed 14 facilities, and announced plans to close 14 others.

(Dana Corp., Press Release (July 17, 2002)).

> Dana has reduced its permanent workforce by approximately 9 percent, closed 18 facilities, and announced plans to close 16 others from the inception of the restructuring plan announced one year ago through Sept. 30, 2002.

(Dana Corp., Press Release (Oct. 25, 2002)).

24. Dana's dismal performance under the Individual Defendants' watch has not improved. As of February 12, 2003, the Company closed 28 of its facilities as part of its restructuring program. (Dana Corp., Press Release (Feb. 12, 2003)).

25. The ArvinMeritor Tender Offer represents a substantial improvement by offering 55.7 percent premium over the closing price of the Company's common stock on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal to Dana.

THE INDIVIDUAL DEFENDANTS STONEWALL ARVINMERITOR

26. Despite the clear-cut, substantial economic benefits for Dana's shareholders and Dana's significant financial struggles in the hands of its current management, the Individual Defendants dismissed ArvinMeritor's proposal without due and sufficient consideration. Such conduct violated the Individual Defendants' fiduciary duties to act in the best interests of the Company and its shareholders.

27. ArvinMeritor first conveyed its interest in acquiring Dana for $14 per share in cash to Defendant Magliochetti, Dana's Chairman, Chief Executive Officer, President, and Chief

Operating Officer, during a telephone conversation on June 4, 2003 (the "June 4, 2003 Conversation").

28. Defendant Magliochetti's reaction was immediate and adverse to Dana's shareholders. He refused to discuss ArvinMeritor's proposal. Instead, twice during the June 4, 2003 Conversation, Defendant Magliochetti stated emphatically that Dana was "not for sale."

29. This rejection of ArvinMeritor's proposal was not based on discussions with the other Individual Defendants or any other employees or advisors of the Company. As such, Defendant Magliochetti's rejection of ArvinMeritor's proposal was uninformed and constituted a violation of his fiduciary duties to the Company.

30. On June 4, 2003, Larry D. Yost, the Chairman and Chief Executive Officer of ArvinMeritor, sent a letter to Defendant Magliochetti (the "June 4, 2003 Letter") memorializing ArvinMeritor's proposal of June 4, 2003. The letter noted that the price offered by ArvinMeritor represented a premium of 45 percent over the closing price of Dana's common stock on June 3, 2003.

31. The June 4, 2003 Letter also noted that, as an alternative to the proposal advanced earlier that day, ArvinMeritor was "prepared to consider a mix of cash and stock consideration if it will facilitate a transaction." The June 4, 2003 Letter further stated that "[i]f you are willing to work with us to consummate a transaction expeditiously, we may be prepared to analyze further whether a higher value is warranted."

32. Mr. Yost also indicated in the June 4, 2003 Letter that "[i]f you or any of your directors have any questions about our proposal, please feel free to give me a call. I will make myself available at any time." In violation of their fiduciary duties, however, none of the

Individual Defendants have accepted Mr. Yost's invitation to discuss the issues raised in his letters.

33. On June 12, 2003, Defendant Magliochetti telephones Mr. Yost (the "June 12, 2003 Conversation") to express that Dana was not interested in a business combination with ArvinMeritor. On June 12, 2003, Defendant Magliochetti also sent a letter (the "June 12, 2003 Letter") to ArvinMeritor stating that Dana did not have any interest in pursuing a sale transaction with ArvinMeritor. Upon information and belief, the Individual Defendants failed to give ArvinMeritor's offer due consideration, and in violation of their fiduciary duties, took action to entrench themselves in office to retain substantial benefits and perquisites such offices extended to them.

34. On June 16, 2003, Mr. Yost sent a letter to Defendant Magliochetti and to Dana's Board (the "June 16, 2003 Letter") repeating ArvinMeritor's interest in pursuing a transaction with Dana. In addition, Mr. Yost further explained the significant benefits to both companies' shareholders of a merger between ArvinMeritor and Dana.

As the letter noted,

> The combination of ArvinMeritor and Dana will create a stronger Tier One supplier company providing numerous technological and service benefits for our combined worldwide light vehicle, commercial truck and aftermarket customers. This transaction will bring together the right combination of innovation, capabilities and resources to establish a more significant global enterprise. Together, ArvinMeritor and Dana will become a true industry leader with the strategic position that will allow us to better serve our customers, employees and shareholders...
>
> In addition to the compelling strategic fit of our respective product portfolios, a business combination of our two companies will also create significant financial benefits, including considerable sales, operating and cost synergies beyond what either company could achieve on its own. We believe these benefits will better

position us to compete and succeed in the increasingly competitive automotive supply industry.

(June 16, 2003 Letter).

35. The June 16, 2003 Letter also stated that ArvinMeritor was "flexible in considering a mix of cash and stock consideration if it will facilitate a transaction," and again noted that ArvinMeritor "may be prepared to analyze further whether a higher value is warranted." In further violation of their fiduciary duties, the Individual Defendants refused to meet with ArvinMeritor or even discuss ArvinMeritor's proposal.

36. The Individual Defendants' refusal to consider ArvinMeritor's proposal or to attempt to negotiate the terms of the deal violates their fiduciary duties to the Company. ArvinMeritor's proposal is available to all Dana shareholders, for all outstanding shares. It is not "front-end loaded" or otherwise coercive in nature, and ArvinMeritor has made clear that it intends to acquire any shares not tendered in response to the Tender Offer for the same price of $15 per share in cash in a second-step merger. The Tender Offer provides Dana shareholders with the opportunity to realize a 55.7 percent premium over the closing price of their shares on June 3, 2003, the last trading day before ArvinMeritor first submitted its proposal in writing to Dana, and a 24.9 percent premium over the closing price of their shares on July 7, 2003.

37. Notwithstanding the fair and non-coercive nature of the Proposed Acquisition, the substantial premium that ArvinMeritor is offering to Dana's shareholders and Dana's impaired financial condition under its current management, on June 19, 2003 only three days after ArvinMeritor sent its second letter to Defendant Magliochetti - ArvinMeritor received a letter

from Defendant Magliochetti (the "June 19, 2003 Letter") reiterating that Dana had no interest in pursuing a sale transaction with ArvinMeritor.

38. In addition, despite ArvinMeritor's clear offer to negotiate the terms of the proposed Acquisition, the June 19, 2003 Letter - like the June 12, 2003 Letter - conveyed an absolute refusal to meet with ArvinMeritor or even to discuss ArvinMeritor's proposal with ArvinMeritor. Upon information and belief, this knee-jerk reaction arises from the Individual Defendants' efforts to entrench themselves at the expense and to the detriment of Dana's shareholders.

39. The Individual Defendants have a large financial stake in preventing the Proposed Acquisition. Upon information and belief, Dana's directors awarded themselves, as well as the Company's officers, significant numbers of stock options in order to reap substantial personal gains at the expense of Dana's shareholders. Due to the mismanagement of the Company by the Board and Dana's officers, upon information and belief, the vast majority of those options are currently "under water" - the price at which they may be exercised is higher than Dana's stock price as of July 7, 2003 and the price per share of the Tender Offer. The Individual Defendants, upon information and belief, are acting to entrench themselves in an effort to hang on in the unfounded hope that, at some point, their options will have value, or that they will have time to issue themselves new options at a lower exercise price in order to enrich, themselves. The Individual Defendants and Dana's management, upon information and belief, are not willing to relinquish control and the ability to issue themselves new options, notwithstanding that relinquishing such control would be in the best interests of those who own the Company - the shareholders.

40. ArvinMeritor cannot complete its acquisition of Dana unless the Individual Defendants - voluntarily or by direction of the Court - remove or render inapplicable Dana's anti-takeover devices, including Dana's shareholder rights plan (the "Poison Pill").

DANA'S POISON PILL

41. On April 25, 1995, the Company adopted its Poison Pill pursuant to a Rights Agreement (the "Rights Agreement") with Chemical Mellon Shareholder Services, L.L.C. (the predecessor in interest to Bank of New York). The term of the Poison Pill extends until July 25, 2006.

42. On April 15, 1996, the Company's Board declared a dividend of one preferred share purchase right (the "Right") for each outstanding share of common stock, par value $1 per share, of the Company. The dividend became payable on July 25, 1996 to the shareholders of record on that date.

43. The primary purpose of the Poison Pill is to allow the holders of the Rights, under certain circumstances, to purchase shares of Dana's common stock at a deep discount. In this way, the Poison Pill enables the holders of the Rights to dilute the interests in Dana of a person or group of affiliated persons (an "Acquiring Person") who has acquired, obtained the right to acquire, or commenced or announced an intention to commence a tender offer or exchange offer for, 15 percent or more of the outstanding shares of Dana's common stock.

44. Each Right entitles the holder, except for the Acquiring Person, to purchase from the Company one one-thousandth of a share of the Company's Series A Junior Participating Preferred Stock, no par value (the "Preferred Shares"), at a price of $110 per one one-thousandth of a Preferred Share, subject to adjustment (the "Purchase Price"). The Rights do not become

exercisable, and separate certificates representing the rights (the "Rights Certificates") are not distributed, unless and until the earlier to occur of:

a) ten days after a public announcement or notice to the Company that an Acquiring Person has acquired, or obtained the right to acquire, beneficial ownership of 15 percent or more of the outstanding shares of common stock of the Company; or

b) ten business days (or such later date as may be determined by action of the Board prior to such time a person becomes an Acquiring Person) after the commencement of, or the announcement of an, intention to make, a tender offer or exchange offer for 15 percent or more of the outstanding shares of the Company's common stock.

45. The Rights do not have any economic value until the occurrence of a "Flip-In Event" or a "Flip-Over Event." A Flip-In Event occurs if and when a holder of Dana stock becomes an Acquiring Person. At that point, all Rights other than those held by the Acquiring Person "flip-in" and become discount rights which entitle the holders to purchase Dana common stock at a steep discount, thereby diluting the interests of the Acquiring Person. Specifically, each right that "flips-in" become exercisable for shares of the Company's common stock with a value equal to twice the Right's exercise price. Thus, for the exercise price of $110, the holder of a Right other than an Acquiring Person may purchase Dana common stock having a market value of $220 - a 50 percent discount to market price.

46. If and when Dana engages in a merger or a sale of 50 percent or more of its assets (a "Flip-Over Event"), the Rights then "flip-over." Following a Flip-Over Event, each holder of

the Rights - other than the Acquiring Person - will be entitled to receive shares of the acquiring company. In particular, upon exercising the Rights at their then-current exchange price, the holders will be entitled to receive that number of shares of common stock of the acquiring company with a market value, at the time of such event, of twice the exercise price of the Right. In this way, the Company's shareholders come to significantly dilute the percentage of the acquiror's stock that the acquiror's original stockholders held.

47. The Individual Defendants have the authority to redeem the Rights, at a redemption price of $0.01 per Right, at any time before an Acquiring Person acquires beneficial ownership of 15 percent or more of the Company's outstanding common stock.

48. The existence of the Rights effectively preclude ArvinMeritor from consummating the Tender Offer, regardless of the extent to which Dana's shareholders wish to sell their shares pursuant to the Tender Offer. Unless the Individual Defendants redeem the Rights, ArvinMeritor's acceptance of the shares tendered pursuant to its Tender Offer (i) will result in it becoming an Acquiring Person, (ii) will make the Rights exercisable for shares of Dana's common stock at a discount of 50 percent of their market value, (iii) will make the Tender Offer economically infeasible for ArvinMeritor to accomplish, and (iv) will deprive Dana's shareholders of the ability to benefit from the Proposed Acquisition.

49. The Individual Defendants' failure to redeem the Right and thus maintain themselves in office constitute violations of the their fiduciary duties.

DERIVATIVE CLAIM FOR
BREACH OF FIDUCIARY DUTY

50. Complainant repeats and realleges each of the foregoing allegations as if fully set forth herein.

51. Complainant brings this claim derivatively in the right and for the benefit of Dana to redress injuries suffered and to be suffered by the Company as a direct result of the violations of fiduciary duties by the Individual Defendants. In particular, Complainant seeks redress for the injuries suffered and to be suffered by the Company by virtue of, inter alia, the actions undertaken and measures approved and or endorsed by the Individual Defendants which were and are motivated solely or primarily for purposes of entrenchment.

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(5) To the extent that the conduct of the Individual Defendants is based upon what they perceive to be a threat by a third-party to take over Dana, the Individual Defendants have a heightened fiduciary duty to act in the best interest of the Company's public stockholders and to act reasonably with regard to any such perceived threat. They have recklessly and in bad faith violated such duties.

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C. Ordering the Individual Defendants, jointly and severally, to account to the Company for all damages suffered and to be suffered by them as a result of the acts and transactions alleged herein;

D. Enjoining the Individual Defendants from adopting any further measure that has the effect of improperly impeding, thwarting, frustrating or interfering with the Proposed Acquisition or Tender Offer in a manner inconsistent with their fiduciary duties;

E. Enjoining the Individual Defendants from taking any action to delay, impede, postpone or thwart the voting or other rights of Dana's shareholders;

F. Awarding Complainant his costs and disbursements in this action, including reasonable attorneys' and experts' fees; and

G. Granting Complainant such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

ADOLPH FEUERSTEIN

By Counsel

/s/ Garrett M. Smith
Garrett M. Smith (Bar # 34162)

MICHIE, HAMLETT, LOWRY, RASMUSSEN & TWEEL, P.C.
500 Court Square, Suite 300
P.O. Box 298
Charlottesville, VA 22902
Telephone: (434) 951-7222
Facsimile: (434) 951-7242

MILBERG WEISS BERSHAD
HYNES & LERACH LLP

Steven G. Schulman
Seth D. Rigrodsky
One Pennsylvania Plaza, 49th Floor
New York, NY 10119
Telephone: (212) 594-5300
Facsimile: (212) 868-1229

FRUCHTER & TWERSKY

Jack Fruchter
One Pennsylvania Plaza
New York, New York 10119
Telephone: (212) 279-5050
Facsimile: (212) 279-3655

ATTORNEYS FOR COMPLAINANT

Dated: Charlottesville, Virginia
July 10, 2003