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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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SCHEDULE 14D-1  
(Amendment No. 1)

TENDER OFFER STATEMENT PURSUANT TO SECTION 14(d)(1)  
OF THE SECURITIES EXCHANGE ACT OF 1934

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TRIMAS CORPORATION

(Exact name of Subject Company)

MASCOTECH, INC.  
MASCOTECH ACQUISITION, INC.

(Bidders)

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Common Stock, \$.01 Par Value  
(Title of Class of Securities)

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896215100  
(CUSIP Number of Class of Securities)

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David B. Liner, Esq.  
MascoTech, Inc.  
21001 Van Born Road  
Taylor, Michigan 48180  
(313) 274-7405

(Name, Address and Telephone Number of Persons Authorized to Receive Notices  
and Communications on Behalf of Person(s) Filing Statement)

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This Amendment No. 1 (this "Amendment") amends and supplements the Tender Offer Statement on Schedule 14D-1 originally filed on December 17, 1997 by MascoTech, Inc., a Delaware corporation ("Parent"), and MascoTech Acquisition, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser"), relating to the offer by Purchaser to purchase all of the issued and outstanding shares (the "Shares") of common stock, \$.01 par value per share, of TriMas Corporation, a Delaware corporation, at a price of \$34.50 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated December 17, 1997 and in the related Letter of Transmittal.

All capitalized terms used in this Amendment without definition have the meanings attributed to them in the Schedule 14D-1.

The item of the Schedule 14D-1 set forth below is hereby amended by adding the following:

Item 11. Material to be Filed as Exhibits.

(g)(3) Complaint filed in Charter Capital Corp. v. Manoogian et al. (Court of Chancery in the State of Delaware in and for New Castle County, filed December 11, 1997).

(g)(4) Complaint filed in Caruso v. TriMas Corporation et al. (Court of Chancery of the State of Delaware in and for New Castle County, filed December 11, 1997).

(g)(5) Complaint filed in Barsky v. TriMas Corporation et al. (Court of Chancery of the State of Delaware in and for New Castle County, filed December 11, 1997).

SIGNATURE

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

December 22, 1997

MASCOTECH, INC.

By: /s/ David B. Liner

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Name: David B. Liner  
Title: Vice President and Corporate Counsel

MASCOTECH ACQUISITION, INC.

By: /s/ David B. Liner

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Name: David B. Liner  
Title: Secretary

EXHIBIT INDEX

Exhibit No.

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- (g)(3) Complaint filed in Charter Capital Corp. v. Manoogian et al. (Court of Chancery in the State of Delaware in and for New Castle County, filed December 11, 1997).
  - (g)(4) Complaint filed in Caruso v. TriMas Corporation et al. (Court of Chancery of the State of Delaware in and for New Castle County, filed December 11, 1997).
  - (g)(5) Complaint filed in Barsky v. TriMas Corporation et al. (Court of Chancery of the State of Delaware in and for New Castle County, filed December 11, 1997).

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

-----X  
 CHARTER CAPITAL CORP.,  
 :  
 Plaintiff, : CIVIL ACTION NO. 16085-NC  
 :  
 v. :  
 :  
 RICHARD A. MANOOGIAN, HERBERT :  
 S. AMSTER, EUGENE A. GARGARO, :  
 JR., JOHN A. MORGAN, BRIAN P. :  
 CAMPBELL, HELMUT F. STERN, :  
 MASCOTECH, INC., and TRIMAS :  
 CORPORATION :  
 Defendants. :  
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CLASS ACTION COMPLAINT  
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Plaintiff, by its attorneys, for its Complaint alleges, upon information and belief, except as to the allegations contained in paragraph 2, which plaintiff alleges upon knowledge, as follows:

NATURE OF ACTION  
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1. Plaintiff brings this class action on behalf of itself and all other shareholders of defendant Trimas Corporation ("Trimas" or the "Company") similarly situated (the "Class") to enjoin defendants from effectuating an unfair tender offer by Mascotech, Inc. ("Mascotech"), which along with related parties owns or controls approximately 45% of Trimas' total shares outstanding as well as a majority of the Board of directors (the "Board"), designed to force the sale in a tender offer the public minority shareholders' equity interest in Trimas at a grossly inadequate and unfair price of \$34.50 per common share. As set forth below, pursuant to the proposed tender offer, Mascotech will acquire the remaining equity interest in the Company. Moreover, the tender offer proposal is manifestly unfair as it is substantially below the fair market value of the Company on a private market basis and/or as a multiple of said value.

PARTIES  
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- 2. Plaintiff Charter Capital Corp. at all relevant times owned shares of Trimas common stock.
- 3. Defendant Trimas is a Delaware corporation with its principal executive offices located at 315 East Eisenhower Parkway, Ann Arbor, Michigan 48108. Trimas manufactures industrial container closures, specialty dispensing products, pressurized gas cylinders and other products.
- 4. Mascotech manufactures custom engineered industrial products for the transportation, architectural, energy and defense industries. As of March 31, 1997, Mascotech and related entities owned or controlled approximately 16.8 million shares of Trimas common stock, or 41.2% of the total shares outstanding.
- 5. At all relevant times herein, defendant Richard Manoogian ("Manoogian") was Chairman of the Board and Chief Executive of: Trimas, Mascotech and Masco, which spun-off Mascotech to Masco shareholders in July 1984. As of March 31, 1997, Manoogian owned or controlled 1,801,852 shares of Trimas common stock, or 4.4% of the total common shares outstanding, and 78 million shares of Mascotech common stock, or 12% of the total Mascotech common shares outstanding.
- 6. At all relevant times herein, defendant Eugene A. Gargaro, Jr. ("Gargaro") was a member of the Board, as well as a member of the Boards of Mascotech and Masco as of March 31, 1997, Gargaro owned or controlled 101,876 shares of Trimas common stock and 652,920 shares of Mascotech common stock, or 2% of the total common shares outstanding.
- 7. At all relevant times herein, Defendant Brian P. Campbell

("Campbell") was President of Trimas and a member of the Board. As of March 31, 1997, Campbell owned or controlled 1,414,753 shares of Trimas common stock, or 4.4% of the total common shares outstanding.

8. At all relevant times herein, the following Individual Defendants were also members of the Board of Trimas and/or committees thereof as follows:

(a) Defendant John A. Morgan ("Morgan") was a member of the Board, as well as a member of the Boards of Mascotech and Masco.

(b) Defendant Helmut F. Stern ("Stern") was a member of the Board.

(c) Defendant Herbert S. Amster ("Amster") was a member of the Board.

9. By virtue of their positions as directors and/or senior executive officers of Trimas and their exercise of control over its business and corporate affairs, defendants Manoogian, Gargaro, Campbell, Morgan, Stern and Amster (collectively the "Individual Defendants") had, and at all relevant times, the power to control and influence, and did control and influence, and cause Trimas to engage in the practices complained of herein. Each Individual Defendant owes Trimas and its public stockholders fiduciary obligations and is required to: use his ability to control and manage Trimas in a fair, just and equitable manner; maximize shareholder value; act in furtherance of the best interests of Trimas and its public stockholders; govern Trimas in such a manner as to heed the expressed views of its public shareholders; refrain from abusing his or her position of control; provide full disclosure to the public shareholders; and not favor his or her own or any other party's interests at the expense of Trimas and its public shareholders.

10. At all relevant times herein, Mascotech and related entities owned and controlled approximately 45 percent of the total outstanding shares of Trimas common stock. Said defendants have failed to discharge their fiduciary duties to plaintiff and the other members of the Class because of the domination and control that it exercises over the affairs of Trimas, along with its representation on the Company's six member Board. As a result of this domination and control, said defendants have decided to sell to the remaining outstanding shares of Trimas at a grossly inadequate price to the detriment of the other public shareholders.

#### CLASS ACTION ALLEGATIONS

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11. Plaintiff brings this action pursuant to Rule 23 of the Rules of the Court of Chancery, for declaratory, injunctive and other relief on its own behalf and as a class action, on behalf of all public stockholders of Trimas (except defendants herein and any person, firm, trust, corporation or other entity related to or affiliated with any of the defendants) and their successors in interest, who are being deprived of their equity interest in Trimas and the opportunity to maximize the value of their Trimas shares by the wrongful acts of the defendants described herein.

12. This action is properly maintainable as a class action for the following reasons:

(a) The class of stockholders for whose benefit this action is brought is so numerous that joinder of all class members is impracticable. As of October 31, 1997, Trimas had approximately 41,326,047 shares of common stock duly issued and outstanding, which traded on the New York Stock Exchange, and were owned by thousands of shareholders. Members of the Class are scattered throughout the United States.

(b) There are questions of law and fact that are common to the members of the Class and that predominate over any questions affecting any individual members. The common questions include, inter alia, the following:

(i) whether the defendants have engaged in conduct constituting unfair dealing to the detriment of the public stockholders of Trimas;

(ii) whether the proposed acquisition proposal by Mascotech of \$34.50 per common share is unfair to the public stockholders of Trimas because it does not constitute a fair price for the shares of the Company; and

(iii) whether the defendants have breached their fiduciary and common law duties owed by them to plaintiff and

the other members of the Class.

(c) The claims of plaintiff are typical of the claims of the other members of the Class, and plaintiff has no interests that are adverse or antagonistic to the interests of the Class.

(d) Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in litigation of this nature. Accordingly, plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

(e) The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, and that would establish incompatible standards of conduct for the party opposing the Class.

(f) Defendants have acted, and are about to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

(g) Plaintiff anticipates that there will be no difficulty in the management of this litigation. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

#### CLAIM FOR RELIEF

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13. Trimas is a diversified proprietary products company with leadership positions in commercial, industrial and consumer niche markets. Trimas' operating businesses manufacture industrial container closures, speciality dispensing and packaging products, pressurized gas cylinders, speciality industrial gaskets, towing systems products, specialty fasteners, specialty products for fiberglass insulation, specialty tapes and precision cutting tools.

14. On July 30, 1997, the Company reported "record" for its second quarter 1997 fiscal results. Results were better than expected, with reported revenue increasing by 14.1% to \$182.8 million, and net income up 21% to \$21.6 million, or \$.48 per share. In announcing these results, the Company stated:

Based on the Company's expectation of continuing modest economic improvement, ongoing operating efficiencies, market share initiatives and new product introductions, as well as contributions from companies acquired in 1996, management believes that Trimas should achieve record sales and earnings in 1997.

15. In anticipation of Trimas' outstanding second quarter results, the investment banking firm of Lehman Brothers, Inc. ("Lehman") issued a report with an "outperform" recommendation on the Company's stock. The report took notice of the Company's "healthy end markets" and a "pickup in EPS [earnings per share] momentum". The report went on to state:

Looking forward, we believe that a pickup in EPS momentum is coming at Trimas, along with a renewal of acquisition activity.... It appears that other investors agree with this view: the shares are up 24% year to date (through June 25), outperforming the brisk 21% mark set by the S&P Industrials. We rate Trimas shares 2 Outperform, based on their superior EPS growth history and the outlook for improved EPS momentum over the next three to five years.... From 1998 to 1994, compound annual EPS growth at Trimas was 22%, with a fair amount of that growth driven by acquisitions. However, with the absence of acquisition activity in 1994 and 1995, growth rates slowed to 10%, and the shares pulled back in 1994 and 1995. At current prices, we think the shares are an attractive investment for long-term investors (emphasis added).

16. On November 3, 1997, the Company continued its string of achieving "record" results, by reporting its results for its third quarter of 1997 ended September 30, 1997. According to the Company, revenue increased 13% to 168.6 million, with net income increasing 21% to \$17.4 million, or \$42 per share. Once again, the Company informed investors that Trimas should achieve "record sales and earnings in 1997."

17. On December 11, 1997, the Company and Mascotech jointly announced that they had executed a definitive merger agreement pursuant to which Mascotech will purchase for \$34.50 per share in cash all outstanding

shares of Trimas not already owned by Mascotech, for an aggregate of approximately \$900 million. The merger agreement provides that Mascotech will commence a tender offer within five business days. The merger agreement was approved by the Board of Directors of Trimas and Mascotech following, in each case, the unanimous recommendation of the merger to the Board of each company by a "special committee" of alleged independent Directors of each respective company.

18. Because Mascotech has an overwhelming controlling interest in the Company's outstanding stock, no third party will likely bid for Trimas. Moreover, none of the directors of Trimas, all of whom are members of, affiliated with or beholden to Mascotech, can meaningfully consider the proposed tender offer or engage in the equivalent of arm's-length bargaining with Mascotech. Mascotech will be able to proceed with the tender offer without an auction or other type of market check to maximize value for Trimas' public shareholders. Moreover, by virtue of its control and domination of Trimas, Mascotech has unique knowledge of the Company and has access to information denied or unavailable to the public.

19. Mascotech timed the announcement of the tender offer to place an artificial lid or cap on the market price for Trimas' common stock to enable them to acquire the minority stock at the lowest possible price.

20. In view of Mascotech's control of Trimas, it is unfair and in violation of defendants' fiduciary duties to consummate the tender offer without first obtaining a recommendation and input by a truly independent representative of the public stockholders or obtaining the majority approval of the public stockholders.

21. By virtue of the acts and conduct alleged herein, the defendants are carrying out a preconceived plan whereby Mascotech will acquire the minority public shares of Trimas pursuant to a price that is grossly inadequate and intrinsically unfair to Trimas public shareholders, is substantially below true value and is a product of defendants' conflicts of interest. As a result, the public common stockholders of Trimas will be wrongfully deprived of their valuable investment in the Company and all of its present and continuing profitability and will receive, in return for their investment, grossly inadequate consideration.

22. The proposed tender offer constitutes an improper and unlawful attempt by the defendants to cash-out unfairly the minority public shareholders of Trimas.

23. Unless enjoined by this Court, defendants will continue to breach their fiduciary duties owed to plaintiff and the other members of the Class, and will succeed in consummating an unfair tender offer by virtue of the unfair dealing complained of herein, all to the irreparable harm of the Class.

24. Plaintiff and the other members of the Class have no adequate remedy at law.

WHEREFORE, plaintiff demands judgment and relief in his favor of the Class and against defendants, as follows:

- A. Declaring that this action be certified as a proper class action and certifying plaintiff as a class representative;
- B. Declaring that the defendants and each of them have committed a gross abuse of trust and have breached their fiduciary duties to plaintiff and other members of the class;
- C. Preliminary and permanently enjoining defendants and their counsel, agents, employees and all persons acting under, in concert with, or for them, from proceeding with, consummating or closing the proposed tender offer that will irreparably harm plaintiff and the Class;
- D. In the event the tender offer is consummated, rescinding it and setting it aside and/or granting rescissory damages;
- E. Awarding compensatory damages in an amount to be determined upon the proof submitted to the Court.
- F. Awarding the costs and disbursements of this action;
- G. Awarding plaintiff counsel fees; and
- H. Awarding such other and further relief which the Court may deem just and proper.

Dated: December 11, 1997

ROSENTHAL MONHAIT GROSS &  
GODDESS, P.A.

By: /s/ Norman M. Monhait

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Norman Monhait  
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OF COUNSEL:

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(212) 554-1400

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

-----X

ROSEANNE CARUSO, :

Plaintiff, : C. A. NO. 16086-NC

-against- :

TRIMAS CORPORATION, RICHARD A. :  
MANOOGIAN, HERBERT S. AMSTER, :  
EUGENE A. GARGARO, JR., JOHN A. :  
MORGAN, BRIAN P. CAMPBELL, :  
HELMUT F. STERN, AND MASCOTECH, :  
INC., :

Defendants. :  
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CLASS ACTION COMPLAINT  
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Plaintiff, by her attorneys, alleges upon information and belief, except as to paragraph 1 which plaintiff alleges upon knowledge, as follows:

1. Plaintiff Roseanne Caruso is a stockholder of defendant TriMas Corporation ("TriMas" or the "Company").

2. Defendant TriMas is a corporation duly organized and existing under the laws of the State of Delaware, with its principal offices located at 315 East Eisenhower Parkway, Ann Arbor, Michigan 48108. TriMas is a diversified manufacturer of industrial container closures, specialty dispensing and packaging products, pressurized gas cylinders, specialty industrial gaskets, towing systems products, specialty fasteners and other products, sold in commercial, industrial and consumer niche markets. As of October 31, 1997, there were over 41 million shares of TriMas common stock outstanding.

3. Defendant MascoTech, Inc., ("MascoTech") is a corporation duly organized and existing under the laws of the State of Delaware with its principal offices located at 21001 Van Born Road, Taylor, Michigan 48180. MascoTech manufactures custom engineered industrial products for the transportation, architectural, energy and defense industries, including engine components, modular office panels, cartridge cases and security grills. MascoTech owns approximately 15.2 million shares of TriMas stock, representing approximately 37 percent of the Company's total shares outstanding. In addition, certain MascoTech affiliates own approximately 3.4 million shares of TriMas stock, representing approximately 8 percent of the Company's total shares outstanding.

4. Defendant Richard A. Manoogian is the Chairman of the Company's Board of Directors. Manoogian is also the Chairman and Chief Executive Officer of MascoTech.

5. Defendant Herbert S. Amster is a Director of TriMas.

6. Defendant Eugene A. GarGaro, Jr. is a Director of TriMas and the Secretary of MascoTech.

7. Defendant John A Morgan is a Director of TriMas and a Director of MascoTech.

8. Defendant Brian P. Campbell is Director of TriMas and the Company's President.

9. Defendant Helmut F. Stern is a Director of TriMas.

10. The defendants in paragraphs 4 through 9 are sometimes collectively referred to herein as the "Individual Defendants".

11. The Individual Defendants as officers and/or directors of TriMas have a fiduciary relationship and responsibility to plaintiff and the other common public stockholders of TriMas and owe to plaintiff and the other class members the highest obligations of good faith, loyalty, fair



dealing, due care and candor.

CLASS ACTION ALLEGATIONS

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12. Plaintiff brings this action on her own behalf and as a class action, pursuant to Rule 23 of the Rules of the Court of Chancery, on behalf of all common stockholders of TriMas, or their successors in interest, who are being and will be harmed by defendants' actions described below (the "Class"). Excluded from the Class are defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with any of defendants.

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

a. The Class is so numerous that joinder of all members is impracticable. There are hundreds of TriMas stockholders of record who are located throughout the United States;

b. There are questions of law and fact that are common to the Class including: whether defendants have engaged or are continuing to act in a manner calculated to benefit themselves at the expense of the TriMas public stockholders; and whether plaintiff and the other Class members would be irreparably damaged if the defendants are not enjoined in the manner described below;

c. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. The claims of plaintiff 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; and

d. The defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole:

CLAIM FOR RELIEF

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14. TriMas is a Delaware corporation that manufactures industrial container closures, specialty dispensing and packaging products, pressurized gas cylinders, specialty industrial gaskets, towing systems products, specialty fasteners and other products, sold in commercial, industrial and consumer niche markets. As of October 31, 1997, there were over 41 million shares of TriMas common stock outstanding.

15. MascoTech currently owns approximately 37 percent of the outstanding common stock of TriMas, and MascoTech affiliates currently own an additional 8 percent of the Company's outstanding common stock.

16. On December 11, 1997, it was reported that the respective boards of TriMas and MascoTech agreed to MascoTech's acquisition of the remaining shares of TriMas common stock it does not already own for \$34.50 per share in cash.

17. As set forth above, TriMas has 6 board members whose loyalties are, at best, divided in the instant transaction and cannot be expected to act in the best interest of TriMas's stockholders.

18. The purpose of the proposed acquisition is to enable MascoTech to acquire the shares of TriMas it does not already own, as well as TriMas's valuable assets for MascoTech's own benefit at the expense of TriMas's public stockholders.

19. The proposed acquisition comes at a time when TriMas has performed well and MascoTech expects it will continue to perform well because it is already well-positioned to do so.

20. MascoTech has timed this transaction to capture TriMas's future potential and use it to their own ends without paying an adequate or fair price for the Company's remaining shares.

21. Amidst this backdrop of positive and improving financial position and increased prospects for growth, MascoTech made an offer at \$34.50 for each share of TriMas common stock. The offer made by MascoTech - - - and already accepted by the TriMas's Board of Directors - - represents a woefully inadequate premium over the current price of TriMas common stock.

22. The Individual Defendants and MascoTech are in a position of

control and power over the TriMas's stockholders and have access to internal financial information about TriMas, its true value, expected increase in true value and the benefits to MascoTech of 100 percent ownership of TriMas to which plaintiff and the Class members are not privy. Defendants are using their positions of power and control to benefit MascoTech in this transaction, to the detriment of the TriMas common stockholders.

23. In proposing the merger, MascoTech and the Individual Defendants have committed or threatened to commit the following acts to the detriment and disadvantage of TriMas public stockholders:

a. They have undervalued the TriMas common stock by ignoring the full value of its assets and future prospects. The proposed merger consideration does not reflect the value of TriMas's valuable assets; and

b. They timed the announcement of the proposed buyout to place an artificial lid on the market price of TriMas's common stock to justify an exchange ratio which is unfair to TriMas's public stockholders.

24. The Individual Defendants have clear and material conflicts of interest and are acting to better the interests of MascoTech and themselves at the expense of TriMas's public stockholders.

25. In light of the foregoing, the Individual Defendants must, as their fiduciary obligations require:

- o undertake an appropriate evaluation of TriMas's worth as an acquisition candidate;
- o act independently so that the interests of TriMas's public stockholders will be protected, including but not limited to the retention of independent advisors and the appointment of a Special Committee of some or all of the members of the TriMas's board to consider the MascoTech offer and negotiate with MascoTech on behalf of TriMas's minority stockholders;
- o adequately ensure that no conflicts of interest exist between defendants' own interests and their fiduciary obligation to maximize stockholder value or, if such conflicts exist, to ensure that all conflicts be resolved in the best interests of TriMas's public stockholders; and
- o if a merger transaction is to go forward, require that it be approved by a majority of the TriMas's stockholders.

26. As a result of defendants' failure to take such steps to date, plaintiff and the other members of the Class have been and will be damaged in that they have not and will not receive their proportionate share of the value of the Company's assets and business, and have been and will be prevented from obtaining a fair price for their common stock.

27. Defendants, in failing to disclose the material non-public information in their possession as to the value of TriMas's assets, the full extent of the future earnings potential of TriMas and its expected increase in profitability, are engaging in self-dealing, are not acting in good faith toward plaintiff and the other members of the Class, and have breached and are breaching their fiduciary duties to the member of the Class.

28. As a result of the defendants' unlawful actions, plaintiff and the other members of the Class will be irreparably harmed in that they will not receive their fair portion of the value of TriMas's assets and business and will be prevented from obtaining the real value of their equity ownership of the Company. Unless the proposed merger is enjoined by the Court, defendants will continue to breach their fiduciary duties owed to plaintiff and the members of the Class, will not engage in arm's length negotiations on the merger terms, and will not supply to TriMas's public stockholders sufficient information to enable them to cast informed votes on the proposed merger and may consummate the proposed merger, all to the irreparable harm of the members of the Class.

29. Plaintiff and the other members of the Class have no adequate remedy at law.

WHEREFORE, plaintiff prays for judgment and relief as follows:

A. Ordering that this action may be maintained as a class action and certifying plaintiff as a Class representative;

B. Declaring that defendants have breached their fiduciary and other duties to plaintiff and the other members of the Class;

C. Entering an order requiring defendants to take the steps set forth hereinabove;

D. Preliminary and permanently enjoining the defendants and their counsel, agents, employees and all persons acting under, in concert with, or for them, from proceeding with, consummating or closing the proposed merger transaction;

E. In the event the proposed merger is consummated, rescinding it and setting it aside;

F. Awarding compensatory damages against defendants individually and severally in an amount to be determined at trial, together with prejudgment interest at the maximum rate allowable by law;

F. Awarding costs and disbursements, including plaintiff's counsel's fees and experts' fees; and

H. Granting such other and further relief as to the Court may seem just and proper.

Dated: December 11, 1997

ROSENTHAL, MONHAIT, GROSS & GODDESS, P.A.

By: /s/ Norman M. Monhait  
-----  
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10. Plaintiff brings this action on her own behalf and as a class action, pursuant to Rule 23 of the Rules of the Court of Chancery, on behalf of herself and holders of TriMas common stock (the "Class"). 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.

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

12. The Class is so numerous that joinder of all members is impracticable. As of December 11, 1997, there were approximately 41 million shares of TriMas common stock outstanding.

13. There are questions of law and fact which are common to the Class, including, inter alia, the following:

(a) whether defendants have engaged in conduct constituting unfair dealing to the detriment of the Class;

(b) whether the merger is grossly unfair to the Class;

(c) whether defendants are engaging in self-dealing to benefit themselves;

(d) whether plaintiff and the other members of the Class would be irreparably damaged were the transactions complained of herein consummated; and

(e) whether defendants have breached their fiduciary and other common law duties owed by them to plaintiff and the other members of the Class.

14. 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.

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

16. 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

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17. This action seeks to enjoin the consummation of, or in the alternative, damages resulting from, a merger of TriMas and MascoTech. Pursuant to the agreement between TriMas and MascoTech, MascoTech will acquire the remaining shares of TriMas that it does not already own. As of December 11, 1997, MascoTech owns approximately 15.2 million shares of TriMas, or 37% of TriMas' outstanding shares. Additionally, MascoTech affiliates own 3.4 million TriMas shares, constituting an additional 8%. MascoTech obtained its shares from TriMas beginning in 1988 in exchange for various businesses and cash.

18. Under the terms of the merger agreement, MascoTech will pay \$34.50 in cash for each TriMas share, or a 13% premium to the December 10, 1997 closing price of TriMas of \$30.625. The agreement is subject to a majority of the 31.9 million outstanding shares that MascoTech does not own being tendered. The tender offer will begin within five business days and MascoTech will acquire any TriMas shares not tendered for the same price in a second-step merger.

19. If the merger is completed, the combined company will retain the MascoTech name and will have annual sales of about \$1.6 billion. Defendant Manoogian, currently chairman and chief executive of MascoTech and chairman of TriMas, will be the chairman of the combined company.

20. The merger consideration to be paid to Class members is unconscionable, unfair and grossly inadequate because, among other things:

(a) the consideration agreed upon did not result from an appropriate consideration of the value of TriMas as the Individual Defendants were presented with, and asked to evaluate, the proposed merger without any attempt to sufficiently ascertain the true value of TriMas

through open bidding or a "market check" mechanism;

(b) the price received by TriMas shareholders does not reflect an adequate premium considering that:

i. the intrinsic value of TriMas common stock is materially in excess of the amount offered giving due consideration to the Company's continuing economic improvement, ongoing operating efficiencies, market share initiatives, and varied product offerings;

ii. TriMas has recorded record sales and earnings in 1996 and for each of the first three quarters of fiscal 1997;

iii. TriMas has predicted record sales and earnings for the remainder of 1997.

21. The Individual Defendants have thus far failed to announce any active auction or open bidding procedures best calculated to maximize shareholder value and have, instead, agreed to the merger which will only serve to inhibit the maximization of shareholder value with a closely affiliated company.

22. The defendants have violated their fiduciary duties owed to the public shareholders of TriMas and have acted to put their personal interests ahead of the interests of TriMas' shareholders. As part of the merger agreement, defendants have secured lucrative contracts with the combined company and have used their positions as shareholders, directors and management for the purpose of benefitting themselves to the detriment of plaintiff and other members of the Class.

23. For example, pursuant to the merger, Defendant Manoogian will become Chairman of the combined company. In addition, Defendant Campbell will hold the position of Co-Chief Operating Officer.

24. The Individual Defendants were and are under a duty:

(a) to fully inform themselves before taking, or agreeing to refrain from taking, action;

(b) to elicit, promote, investigate, consider, evaluate and inform themselves with respect to reasonable alternative transactions and/or bona fide offers for the Company;

(c) to act in the interests of the equity owners;

(d) not to erect unreasonable barriers to perceived threats of an acquisition of the Company, or of control of the Company, by a third party;

(e) not to act on their own personal self-interest or in the personal interest of other board members;

(f) to maximize shareholder value;

(g) to obtain the best financial and other terms when the Company's independent existence will be materially altered by a transaction;

(h) to establish a process designed to obtain the best possible transaction; to assure that a "level playing field" exists when more than one bidder for the Company emerges, and not to favor one bidder over another during the "auction" process unless it is designed to assure and is reasonably related to achieving the best possible price;

(i) to act with complete candor in communications with the shareholders and to ensure that their statements are true and complete in all material respects and are not materially misleading; and

(j) to act in accordance with their fundamental duties of care and loyalty.

25. In connection with the conduct described herein, the Individual Defendants violated each of their fiduciary duties identified in paragraph 26 above in the following manner:

(a) in failing to fully inform themselves about alternative acquisition proposals;

(b) in placing obstacles in the way of alternative acquisition proposals the purpose, intent and effect of which was to thwart, delay and/or impede competing proposals;

(c) by failing and refusing to enter into negotiations or discussions with bona fide alternative bidders for TriMas.

26. By the acts, transactions 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 of the true value of their investment in TriMas.

27. In contemplating the proposed transaction, the defendants have violated their fiduciary duties owed to the public shareholders of TriMas and have acted to put their personal interests ahead of those of TriMas' public stockholders. Defendants are using their positions as shareholders, directors and management for the purpose of benefitting themselves to the detriment of plaintiff and other members of the Class.

28. TriMas' shareholders will, if the transaction is consummated, be deprived of the opportunity for substantial gains which the Company may realize.

29. The defendants have not, in accordance with their fiduciary duties:

(a) acted independently so that the interests of TriMas' public shareholders would be protected;

(b) adequately ensured that no conflicts of interest exist or if such conflicts exist to ensure that all conflicts would be resolved in the best interests of TriMas' public shareholders; and

(c) taken all appropriate steps to enhance TriMas' value and attractiveness as a merger acquisition, restructuring or recapitalization candidate.

30. The defendants have violated their fiduciary duties by entering into a transaction with MascoTech without regard to the fairness of the transaction to TriMas' public shareholders.

31. Because the Individual Defendants dominate and control the business and corporate affairs of TriMas, and are in possession of private corporate information concerning TriMas' assets, businesses and future prospects, there exists an imbalance and disparity of knowledge and economic power between them and the public stockholders of TriMas which makes it inherently unfair for them to pursue any proposed transaction wherein they will reap disproportionate benefits to the exclusion of other means of maximizing stockholder value.

32. By reason of the foregoing acts, practices and course of conduct, the defendants have failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward plaintiff and the other TriMas' public stockholders.

33. As a result of the actions of defendants, plaintiff and the other members of the Class has been and will be damaged in that they have not and will not receive their fair proportion of the value of TriMas' assets and businesses and will be prevented from obtaining appropriate consideration for their shares of TriMas' common stock.

34. Unless enjoined by this Court, the defendants will continue to breach their fiduciary duties owed to plaintiff and the other members of the Class, and may consummate the proposed transaction which will exclude the Class from its fair proportionate share of TriMas' valuable assets and businesses, and/or benefit them in the unfair manner complained of herein, all to the irreparable harm of the Class, as aforesaid.

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

WHEREFORE, plaintiff demands judgment and preliminary and permanent relief, including injunctive relief, in her favor and in favor of the Class and against defendants as follows:

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

B. Declaring and decreeing that the merger agreement was entered into in breach of the fiduciary duties of the Individual Defendants and is therefore unlawful and unenforceable;

C. Enjoining defendants from proceeding with the merger agreement;

D. Enjoining defendants from consummating the merger, or a business combination with a third party, unless and until the Company adopts and implements a procedure or process, such as an auction, to obtain the highest possible price for the Company;

E. Directing the Individual Defendants to exercise their fiduciary duties to obtain a transaction which is in the best interests of shareholders until the process for the sale or auction of the Company is completed and the highest possible price is obtained;

F. Declaring that the Individual Defendants' failure and refusal to negotiate in good faith with all offerors or potential offerors for TriMas, and the placement of unreasonable obstacles are breaches of the directors' respective fiduciary duties;

G. Enjoining defendants from taking any action which may impede a full and fair auction and opening bidding process for the acquisition of TriMas;

H. Rescinding, to the extent already implemented, the merger agreement or any of the terms thereof;

I. Awarding plaintiff and the Class appropriate damages;

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

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

DATED: December 11, 1997

ROSENTHAL, MONHAIT, GROSS & GODDESS, P.A.

By: /s/ Norman M. Monhait

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