

AIRGAS, INC.
259 N. Radnor-Chester Road
Suite 100
Radnor, PA 19087

Plaintiff,

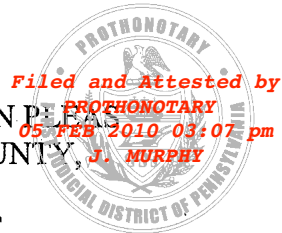
v.

CRAVATH, SWAINE & MOORE, LLP
Worldwide Plaza
825 8th Avenue
New York, NY 10019-7475

Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
PENNSYLVANIA –
COMMERCE COURT

CIVIL ACTION NO.:



NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
Lawyer Referral
and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

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Attorneys for Plaintiff Airgas, Inc.

AIRGAS, INC.)	
259 N. Radnor-Chester Road)	
Suite 100)	COURT OF COMMON PLEAS
Radnor, PA 19087)	PHILADELPHIA COUNTY,
)	PENNSYLVANIA –
Plaintiff,)	COMMERCE COURT
)	
v.)	CIVIL ACTION NO.:
)	
CRAVATH, SWAINE & MOORE, LLP)	
Worldwide Plaza)	
825 8 th Avenue)	
New York, NY 10019-7475)	
)	
Defendant.)	

VERIFIED COMPLAINT

Plaintiff, Airgas, Inc. (“Airgas”), by its undersigned attorneys, files this Verified Complaint against Cravath, Swaine & Moore LLP (“Cravath”). Plaintiff seeks equitable relief, including a Special Injunction, to be followed by a Preliminary Injunction and Permanent Injunction, as well as damages, including punitive damages, upon the following cause of action:

PARTIES

1. Plaintiff, Airgas, is the United States’ largest distributor of industrial, medical, and specialty gases and related equipment, safety supplies and MRO products and services to industrial and commercial markets. Through approximately 400 acquisitions, Airgas has built

the largest national distribution network in the packaged gas industry. Airgas is a Delaware corporation, and maintains its headquarters in Radnor, Delaware County, Pennsylvania.

2. Defendant, Cravath, is a limited liability partnership law firm headquartered in New York, New York.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Cravath in that Cravath has acted to cause harm in this Commonwealth and committed acts in Pennsylvania which give rise to Airgas's cause of action.

4. This Court has subject matter jurisdiction over this dispute pursuant to 42 Pa. C.S.A. § 931(a).

5. Venue is proper in this judicial district pursuant to Pa. R. Civ. P. 2130(a), because Cravath regularly conducts business in Philadelphia County, appearing for clients in both the state and federal courts located here.

FACTS GIVING RISE TO A CAUSE OF ACTION

6. This dispute as between Airgas and its counsel relates to an ongoing commercial business dispute as between two public corporations which Cravath represents.

7. In or around May of 2001, Airgas retained defendant Cravath to provide legal advice relative to financing matters; Airgas has relied upon Cravath to provide that guidance through at least October 2009.

8. Cravath has served as strategic and legal counsel to Airgas on no less than 25 distinct substantial financing transactions through October 2009. Cravath has also assisted Airgas as it addressed sensitive personnel issues, including the departure of Airgas's President and COO in 2005, and with the financing for Airgas's European acquisitions in 2008. In the

winter of 2008-09, Cravath provided legal counsel regarding the issuance of a senior note offering during negotiations for the acquisition of a Florida-based gas distribution company. Cravath also provided counsel with respect to potential litigation involving Accounts Receivable Co-Purchasers.

9. During the course of its continuous representation of Airgas from 2001 through 2009, and by way of example, Cravath served as strategic and legal counsel to Airgas relative to each of the following transactions and issues:

- a. Strategic and financing counsel for Senior Subordinated Notes issued by Airgas on July 30, 2001, due on October 1, 2011;
- b. Strategic and financing counsel for Senior Subordinated Notes issued by Airgas on March 8, 2004, due on July 15, 2014;
- c. Strategic and financing counsel for Senior Subordinated Notes issued by Airgas on June 10, 2008, due October 1, 2018;
- d. Strategic and financing counsel for Senior Notes issued by Airgas on September 11, 2009, due September 15, 2015;
- e. Strategic and financing counsel for Airgas' Tenth Amended & Restated Credit Facility, dated as of July 30, 2001, terminating July 30, 2006;
- f. Strategic and financing counsel for the First Amendment to Airgas' Tenth Amended & Restated Credit Facility, dated as of December 31, 2001;
- g. Strategic and financing counsel for the Second Amendment to Airgas' Tenth Amended & Restated Credit Facility, dated as of August 20, 2002;
- h. Strategic and financing counsel for the Third Amendment to Airgas' Tenth Amended & Restated Credit Facility, dated as of May 2, 2003;
- i. Strategic and financing counsel for the Fourth Amendment to Airgas' Tenth Amended & Restated Credit Facility, dated as of February 6, 2004;
- j. Strategic and financing counsel for Airgas' Eleventh Amended & Restated Credit Facility, dated as of January 14, 2005, terminating January 14, 2010;
- k. Strategic and financing counsel for Airgas' Twelfth Amended & Restated Credit Facility, dated as of July 25, 2006, terminating July 25, 2011;

- l. Strategic and financing counsel for the First Amendment to Airgas' Twelfth Amended & Restated Credit Facility, dated as of July 3, 2007;
- m. Strategic and financing counsel for the Second Amendment to Airgas' Twelfth Amended & Restated Credit Facility, dated as of April 2, 2008;
- n. Strategic and financing counsel for the Third Amendment to Airgas' Twelfth Amended & Restated Credit Facility, dated as of July 28, 2008;
- o. Strategic and financing counsel to Airgas for Airgas' Amended & Restated Receivables Purchase Agreement, dated as of December 19, 2002;
- p. Strategic and financing counsel for the First Amendment to Airgas' Amended & Restated Receivables Purchase Agreement, dated as of July 30, 2004;
- q. Strategic and financing counsel for the Second Amendment to Airgas' Amended & Restated Receivables Purchase Agreement, dated as of February 28, 2005;
- r. Strategic and financing counsel for the Third Amendment to Airgas' Amended & Restated Receivables Purchase Agreement, dated as of January 31, 2006;
- s. Strategic and financing counsel for the Fourth Amendment to Airgas' Amended & Restated Receivables Purchase Agreement, dated as of December 31, 2006;
- t. Strategic and financing counsel to Airgas for Airgas' Second Amended & Restated Receivables Purchase Agreement, dated as of March 21, 2007;
- u. Strategic and financing counsel for the First Amendment to Airgas' Second Amended & Restated Receivables Purchase Agreement, dated as of December 11, 2007;
- v. Strategic and financing counsel for the Second Amendment to Airgas' Second Amended & Restated Receivables Purchase Agreement, dated as of March 18, 2009;
- w. Strategic and financing counsel for a loan issued by ABN AMRO Bank N.V., on April 2, 2008 to Red-D-Arc Limited;
- x. Strategic and financing counsel for a loan issued by The Royal Bank of Scotland Plc acting as agent for National Westminster Bank Plc on April 3, 2008 to Red-D-Arc (Netherlands) B.V. and Airgas, Inc.;

- y. Strategic and financing counsel for a loan issued by The Royal Bank of Scotland Plc acting as agent for National Westminster Bank Plc on April 3, 2008 to Red-D-Arc (UK) Limited and Airgas, Inc.;
- z. Counsel to Airgas between July 2001 and February 2002 relative to financing the purchase of the U.S. packaged gas assets of competitor Air Products, Inc.;
- aa. Counsel to Airgas from January 2004 through July 2004 relative to the financing of the acquisition of the U.S. packaged gas assets of competitor BOC;
- bb. Financing counsel to Airgas relative to sensitive personnel matters affecting the highest level of the Airgas organization, including the negotiated departure of Airgas' then President and Chief Operating Officer in 2005;
- cc. Counsel to Airgas between late 2008 and 2009 concerning a sensitive commercial dispute, relative to which Airgas was contemplating litigation.
- dd. Advised Airgas on capital structure changes and financing strategies, and prepared a board resolution, during September and October 2009.

10. Over the course of this nine-year relationship with Cravath, Airgas has paid well over \$2,000,000.00 to Cravath for its legal services. In fact, in mid-October 2009, Cravath issued an invoice to Airgas in the amount of \$322,800.00, which Airgas promptly paid.

11. Through its continuous representation of Airgas from 2001 through 2009, Cravath has developed an intimate knowledge of Airgas's operations, finances, executive personnel and their agenda, and corporate expansion and differentiation strategies.

12. In providing legal counsel to Airgas over the course of nearly a decade, Cravath has had broad access to Airgas's confidential corporate records, including minute books, commercial agreements, and other non-public and sensitive information concerning Airgas's internal operations, finances, and market strategies. Airgas's executive staff routinely shared with Cravath attorneys non-public financial and other strategic business information regarding,

for example, Airgas's capital structure, financing preferences, business concerns, projected liquidity position and anticipated operating performance.

13. Throughout the Fall of 2009, Joseph Sullivan ("Sullivan"), Airgas's Vice President and Treasurer, conferred with Cravath partner Ronald Cami ("Cami") concerning a range of issues to be discussed at an upcoming Finance Committee meeting. These discussions required disclosure to Cravath of confidential information concerning Airgas's capital structure, financing preferences, projected liquidity position, and anticipated operating performance. Issues discussed included retirement of debt through open market repurchases, tenders and the exercise of call options; the implications of debt retirement upon Airgas's disclosure requirements and its ability to use dividend and share repurchases in the future; replacement of the maturing receivables purchase agreement with a swapped note issuance versus a new receivable purchase agreement; note issuance to finance a tender of existing subordinated note; and a new credit agreement with tighter material adverse effect language so as to support Airgas's ambition to issue commercial paper. All of these discussions again required disclosure to Cravath of highly confidential, non-public and sensitive information concerning Airgas's internal operations and finances, as well as Airgas's near- and long-term market strategies.

14. As of October 2009, Airgas was an active client of the Cravath firm and anticipated working with Cravath in connection with a series of financing transactions involving Airgas's senior debt instruments.

15. On October 28, 2009, Cravath (through Cami) delivered to Sullivan a draft Board Resolution, prepared by Cravath at Airgas's request, authorizing an anticipated debt issuance.

16. That same day, Cami advised Robert H. Young, Jr. ("Young"), Airgas's Senior Vice President and General Counsel, by phone that Cravath could no longer represent Airgas due

to a conflict arising from Cravath's simultaneous representation of a third party in a potential transaction involving Airgas.

17. At the time of his initial October 28, 2009 telephone conversation with Young, Cami declined to identify the other party involved in the conflicting representation, but said the identity of that party was known to Airgas CEO Peter McCausland ("McCausland").

18. In the late afternoon on October 28, 2009, Young had a second telephone conversation with Cami, in which Leslie F. Graff ("Graff"), Airgas's Senior Vice President for Development, also participated.

19. At the time of the second October 28, 2009 call, Young advised Cami that Airgas had significant concerns about Cravath's representation of another party in a transaction adverse to Airgas, in light of the extensive work Cravath had performed for Airgas over the preceding eight years and the intimate knowledge Cravath had acquired regarding Airgas's operations, business plans, financing preferences and market strategy.

20. In response, Cami explained that the decision was driven by business considerations, expressly stating that the other client had provided Cravath with more work over a longer period of time.

21. At the conclusion of the call, Young reiterated that Airgas was not comfortable with Cravath representing another party in a transaction adverse to Airgas, and Cami expressly acknowledged Airgas's objection to Cravath's representation of the other party in the potential transaction involving Airgas.

22. Cami said he would consult with others at Cravath to protect Cravath because there was nothing more important than their reputation.

23. In October, McCausland received an unsolicited offer from Air Products and Chemicals, Inc. (“Air Products”), a direct competitor of Airgas, to acquire Airgas through a stock-for-stock transaction. Until this point, Cravath had never informed Airgas that, while it was doing legal work for Airgas, it was also giving legal advice to Airgas’s sometime competitor, and suitor, Air Products.

24. Cravath was aware that the timing of Air Products’ offer letter could negatively affect Airgas’s ability to seek new financing. Airgas has in fact been injured by the timing of Air Products’ offer letter, in that it has not been able to secure new financing.

25. The Board of Directors of Airgas considered Air Products’ stock-for-stock acquisition offer at a meeting on November 5, 2009, and unanimously agreed that McCausland should communicate to Air Products that Airgas was not interested in the proposed transaction.

26. On November 11, 2009, McCausland communicated the Board’s decision to reject Air Products’ offer to Air Products’ Chairman, President, and Chief Executive Officer, John McGlade (“McGlade”).

27. Having received no further response from Cravath regarding Airgas’s objection to Cravath’s representation adverse to Airgas, Young wrote to Cami on November 12, 2009, to reiterate Airgas’s objection, specifically advising as follows:

In view of your firm’s representation of Airgas on our financings and the access your firm has received to our company’s material non-public information and to members of our senior management, Cravath has a conflict in representing Air Products in a potential merger or business combination transaction with Airgas.

In light of the Airgas Board’s position, please accept this letter as notice that Airgas does not consent to Cravath’s continued representation of Air Products in matters concerning Airgas.

28. Although Airgas's Board of Directors had already rejected Air Products' stock-for-stock offer, McGlade sent Airgas a letter on November 20, 2009, reiterating Air Products' offer.

29. By letter dated November 23, 2009, Cravath partner Stuart W. Gold ("Gold") finally responded to Airgas's October 28, 2009 position (repeated in the November 12 letter) that it did not consent to Cravath representing Air Products in relation to the proposed transaction involving Airgas.

30. In his November 23, 2009 response, Gold, on behalf of Cravath, stated that he had concluded that Cravath "is not in possession of material non-public information with respect to Airgas," despite its extensive representation of Airgas for nearly a decade, and that Cravath intended to continue in its representation of Air Products in relation to the proposed transaction involving Airgas.

31. By letter dated December 8, 2009, McCausland wrote to McGlade to respond to Air Products' November 20, 2009 offer letter. In his December 8, 2009 letter, McCausland again confirmed that Airgas's Board of Directors had considered and rejected Air Products' stock-for-stock offer, on the grounds that it grossly undervalued Airgas, proposed unattractive currency, ignored regulatory issues that a combination of the companies might present, and because Airgas's Board of Directors questioned Air Products' ability to manage Airgas's business, given Air Products' decision to exit that very line of business just seven years earlier.

32. McCausland's December 8, 2009 letter also informed Air Products that Airgas objected to Cravath's representation of Air Products in connection with any possible acquisition of Airgas and that Airgas had no intention of waiving or ignoring the conflict created thereby.

33. In closing, McCausland's December 8, 2009 letter strongly affirmed that Airgas's Board of Directors was "not interested in pursuing [Air Products'] proposal" further, thus making clear that there would be no amicable transaction with Air Products.

34. By letter dated December 9, 2009, Young responded to Gold's November 23, 2009 letter, advising Gold that Airgas disagreed with Cravath's conclusory and evasive analysis of the conflict issue and demanding that Cravath "desist from further representation of Air Products with respect to any contemplated transaction involving Airgas."

35. In his December 9, 2009 letter to Gold, Young noted that Cravath had obtained confidential information, under attorney-client privilege, concerning Airgas's near-term financing alternatives and preferences as recently as October of 2009, at which time it now appears Air Products was already planning, with assistance from Cravath, an unsolicited offer to acquire Airgas.

36. Young's December 9, 2009 letter further noted that Cravath's intimate knowledge of Airgas's financing strategies and preferences represented "confidential information" under the Rules of Professional Conduct and that access to that information would present an unfair advantage to Air Products in formulating an acquisition strategy with respect to Airgas, to the distinct disadvantage of Airgas.

37. Young's December 9, 2009 letter also stated that Air Products' unsolicited offer, as to which Cravath was advising Air Products, was hindering Airgas from implementing the very financing strategies that had been developed in consultation with Cravath just weeks earlier.

38. Given the clear conflict presented by Cravath's representation of Air Products in connection with Air Products' proposed acquisition of Airgas, Young's December 9, 2009 letter again demanded that Cravath withdraw from its representation of Air Products.

39. On December 11, 2009, on behalf of Cravath, Gold responded to Young's letter, stating that Cravath had not altered its position; in his letter, Gold expressed the belief that Cravath did not possess any "confidential information" that created a conflict of interest. Gold stated that he did not believe Cravath needed to withdraw from its representation of Air Products in connection with the potential acquisition of Airgas.

40. Young sent a letter to Gold on December 14, 2009, stating that he was shocked by Gold's statement that Cravath did not possess confidential information about Airgas, in light of Cravath's frequent conversations with members of Airgas's senior management regarding non-public, sensitive financial and strategic information. Young referred to Airgas's conversations with Cravath in mid-October. Young also pointed out that Air Products' proposal could result in a hostile transaction, and Young stated again that Airgas did not consent to Cravath's acting as Air Products' counsel.

41. Young's December 14, 2009 letter also stated that "Air Products and its counsel, Cravath, must have known that Air Products' written proposal could negatively impact the very liquidity-related transactions as to which Cravath had so recently been advising Airgas."

42. To date, Airgas has received no response from Gold or any other Cravath representative to Young's December 14, 2009 letter.

43. Unilaterally, abruptly, and without consent from its long-time client, Cravath terminated its legal representation of Airgas. Meanwhile, Cravath continues to counsel Air Products in its pursuit of Airgas.

44. Despite Airgas's explicit rejection of Air Products' offer and clear statement that Airgas is not interested in pursuing a potential combination of the companies, McGlade again

wrote to McCausland on December 17, 2009, to “reiterate Air Products’ continued strong interest” in acquiring Airgas.

45. In support of Air Products’ assertion that a combination of the companies would present certain advantages and opportunities that Airgas could not realize on its own, McGlade’s December 17, 2009 letter notably asserted that the proposed acquisition would provide “increased cash flow and capital access...to fund greater growth opportunities globally,” thus indicating that Airgas’s financing structure was a factor in Air Products’ acquisition offer.

46. McGlade’s December 17, 2009 letter also summarily dismissed Airgas’s previously expressed concerns about the direct conflict of interest presented by Cravath’s representation of Air Products in the proposed acquisition of Airgas, implicitly acknowledging that Cravath was continuing in its role as counsel to Air Products despite Airgas’s repeated demands that Cravath withdraw from that conflict-ridden representation.

47. On February 1, 2008, Airgas learned for certain that Cravath was continuing to provide legal and strategic advice to Air Products concerning its attempted takeover of Airgas, when a Cravath attorney contacted counsel to Airgas. During that conversation, counsel for Airgas reiterated Airgas’s objection to Cravath’s participation due to its conflict of interest, and again Cravath failed and refused to withdraw from the Air Products representation.

48. On February 4, 2010, Air Products made public its offer to acquire Airgas. A February 5, 2010 press release by Air Products details the offer and notes that Air Products’ “legal advisors are Cravath, Swaine & Moore LLP and Arnold and Porter LLP.” (See Exhibit C.) The press release also includes a statement by McGlade that Air Products is “prepared to take all necessary steps to complete [the proposed transaction], including making an offer

directly to Airgas shareholders.” In other words, Air Products is preparing to pursue a hostile takeover of Airgas with the benefit of Cravath’s strategic counsel.

49. A February 5, 2010 *New York Times* article concerning the Air Products offer also states that Air Products hired Cravath as their counsel. (See Exhibit D.) The *New York Times* article also notes that “[b]y making its offer now, Air Products is hoping to seize upon some current weakness in Airgas’s financial health.” (*Id.*)

50. On February 5, 2010, Air Products filed an action against Airgas and members of its Board of Directors in Delaware Chancery Court, alleging breach of fiduciary duty by Airgas’s Board of Directors in rejecting Air Products’ offer and seeking declaratory and injunctive relief, enjoining action that would interfere with Air Products’ offer “in a manner inconsistent with their fiduciary duties.” See *Air Prods. and Chems., Inc. v. Airgas, Inc., et al.* (Del. Ch. Feb. 5, 2010). Tellingly, Cravath is named on the papers as Air Products’ counsel.

51. The allegations in Air Products’ own complaint against Airgas and its Board of Directors in Delaware Chancery Court make clear that Air Products had been pursuing a combination with Airgas for four months, and that Air Products approached Airgas not later than October 15, 2009. By Air Products’ own allegations, the initiative by Air Products to acquire Airgas overlaps with the time when Cravath was providing counsel to Airgas, and pre-dates Cami’s call to Airgas to inform Airgas of the conflict of interest.

COUNT I – INJUNCTIVE RELIEF

52. Plaintiff incorporates by reference as if fully set forth herein each and every allegation of Paragraphs 1 - 51 above.

53. Cravath has engaged in behavior which violates Pennsylvania’s prohibition on concurrent conflicts of interest, by providing legal counsel to Air Products in its attempted

acquisition of Airgas – while Airgas was still a Cravath client. Airgas has not agreed to waive this conflict of interest and was only belatedly informed by Cravath of its concurrent representation of Airgas and its suitor, Air Products.

54. Cravath, as Airgas's longstanding legal counsel, owes Airgas fiduciary duties that include loyalty, avoidance of conflicts of interest, and preservation of client confidences.

55. Cravath has breached the fiduciary duty of loyalty it owes Airgas by continuing to represent Air Products in connection with a potentially hostile takeover of Airgas.

56. Despite being advised to cease and desist from representation of Air Products in connection with its potential takeover of Airgas, Cravath has continued to provide legal counsel to Air Products in this capacity.

57. Unless the Preliminary Injunction is granted, Cravath's continuing representation of Air Products in its effort to acquire Airgas will result in immediate and irreparable harm to Airgas, for which Airgas cannot be compensated by damages. Cravath may use its knowledge of Airgas's executive personnel, their thinking and their business strategies and concerns, as well as its intimate knowledge of Airgas's financing needs, to help advise Air Products in formulating a take-over strategy designed to put maximum pressure on, and eventually acquire, Airgas.

58. Cravath will not suffer any injury if the Preliminary Injunction is granted, because Cravath will merely be required to comply with its ethical and fiduciary obligations under the Rules of Professional Conduct and common law.

59. Aside from the substantive knowledge possessed by Cravath and the prospect that it will be used to injure Airgas, the conduct of Cravath is on its face so ethically improper as to warrant an injunction barring continuation of the wrong, in that:

- a. Cravath was providing acquisition advice to one client (Air Products) when it knew that advice was designed to help that client acquire another Cravath client (Airgas);
- b. Cravath gave no notice to Airgas that while it was giving legal advice to Airgas it was, AT THE SAME TIME, advising Air Products on how it could acquire Airgas and thus terminate Airgas's corporate existence as an independent entity;
- c. Cravath chose to resolve the problem of simultaneously representing two clients, in an adverse relationship, not by withdrawing from the engagement that created the adversity, but by firing its client of nine years, Airgas;
- d. Cravath made its choice of one client (Air Products) over another (Airgas) by choosing the client that had given it more business over the years; and
- e. Even after Airgas expressly refused to consent to Cravath's representation of Air Products, Cravath continued to represent Air Products in its attempted takeover of Cravath's long-time client, Airgas.

60. In all these ways, and as set forth above, Cravath's conduct is wrongful and actionable, and Airgas's entitlement to relief is clear.

61. Airgas is likely to succeed on the merits of its claim.

62. Airgas has no adequate remedy at law.

WHEREFORE, for the reasons stated above, Airgas respectfully requests that this Court enter a Preliminary Injunction:

- a. Requiring that Cravath immediately withdraw from its representation of Air Products or any other party in relation to any transaction or proposed transaction involving Airgas;
- b. Prohibiting Cravath from providing or disclosing the content of any work product arising from Cravath's representation of Air Products, in connection with the proposed acquisition of Airgas, to any successor counsel or third-party;
- c. Prohibiting Cravath from using any information it learned from its representation of Airgas in any representation of any other Cravath client; and

- d. Requiring Cravath to maintain the confidentiality of all non-public information it learned as a result of its representation of Airgas.

COUNT II – BREACH OF FIDUCIARY DUTY

63. Plaintiff incorporates by reference as if fully set forth herein each and every allegation of Paragraphs 1 - 62 above.

64. Cravath, as Airgas's longstanding legal counsel, owes Airgas the fiduciary duty of loyalty.

65. Cravath has breached the fiduciary duty of loyalty it owes Airgas by continuing to represent Air Products in connection with a potentially hostile takeover of Airgas.

66. Cravath failed to adhere to the governing standards of professional conduct and otherwise breached its obligations to Airgas by elevating the interests of one current client over the interests of another client, and by failing and refusing to abide by the direction of its client Airgas not to counsel and assist Air Products in respect of its strategic efforts to acquire Airgas.

67. Despite being advised to cease and desist from representation of Air Products in connection with its potential takeover of Airgas, Cravath has continued to provide legal counsel to Air Products in this capacity.

68. By reason of Cravath's breach of its duty of loyalty, Airgas has been proximately damaged. As a proximate result of Cravath's wrongful conduct, Airgas has been required to retain new outside counsel to seek to enforce Cravath's ethical and fiduciary obligations, and has incurred legal fees and costs in doing so, which legal fees and costs should be reimbursed by Cravath.

69. Airgas has also been proximately damaged to the extent it has been required to retain replacement outside counsel to develop an understanding of Airgas's financing needs and

objectives in order to provide legal services concerning the Airgas credit facilities and financing requirements that would otherwise have been provided by Cravath attorneys.

70. Airgas has also been proximately damaged in that it has been unable to obtain new financing because of Air Products' takeover offer, and Cravath, Air Products' counsel with respect to the takeover, knew that the timing of Air Products' offer letter could negatively affect Airgas's ability to seek new financing. Moreover, as Airgas's long-time counsel, Cravath knew that Airgas was planning to seek new financing around the time of Air Products' letter seeking acquisition of Airgas.

WHEREFORE, Airgas respectfully requests judgment against Cravath in an amount in excess of fifty thousand dollars (\$50,000.00), costs, attorneys' fees, and such other relief as this Court finds to be just and equitable.

COUNT III – CLAIM FOR PUNITIVE DAMAGES

71. Plaintiff incorporates by reference as if fully set forth herein each and every allegation of Paragraphs 1 - 70 above.

72. Cravath's representation of Airgas's direct competitor in a potentially hostile takeover attempt, while Cravath was armed with sensitive, non-public information regarding Airgas's internal affairs, personnel, finances, and short- and long-term financing objectives, alternatives, and preferences, was intentional, willful, outrageous, malicious, and with reckless indifference to the consequences to Airgas.

73. Cravath's conduct has injured Airgas. Airgas has incurred costs in enforcing the fiduciary duties owed to it by Cravath and in hiring replacement corporate counsel. Airgas has also been injured in that it has been unable to obtain new financing because of Air Products'

takeover offer, and Cravath, Air Products' counsel with respect to the takeover, knew that the timing of Air Products' offer letter could negatively affect Airgas's ability to seek new financing.

WHEREFORE, Airgas respectfully requests punitive damages in an amount to be determined at trial, and such other relief as this Court finds to be just and equitable.

Respectfully submitted,

COZEN O'CONNOR

By: /s/ Stephen A. Cozen
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Jeffrey G. Weil, Esquire (Pa. ID 23902)
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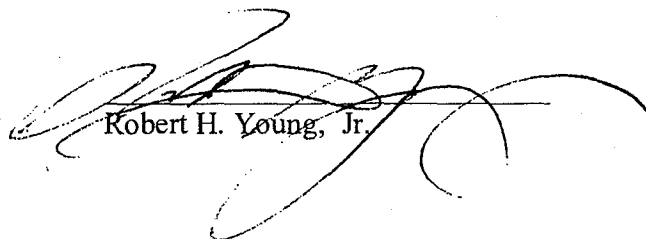
Attorneys for Plaintiff, Airgas, Inc.

Date: February 5, 2010

VERIFICATION

Robert H. Young, Jr. hereby verifies that the averments of fact contained in the foregoing Complaint are true and correct to the best of his knowledge, information and belief. He is duly authorized to make this verification on behalf of Plaintiff, Airgas, Inc., in his capacity as Senior Vice President and General Counsel, and understands that the statements made herein are subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: February 5, 2010



Robert H. Young, Jr.