

1 John Doimas, City Attorney (SBN
2 282346)
3 JDoimas@SantaBarbaraCA.gov
4 Delaney Satz, Assistant City Attorney
(SBN 335899)
5 DSatz@SantaBarbaraCA.gov
6 Tom R. Shapiro, Assistant City Attorney
(SBN 127383)
7 TShapiro@SantaBarbaraCA.gov
8 **SANTA BARBARA CITY ATTORNEY'S
9 OFFICE**
10 740 State Street, Suite 201
11 Santa Barbara, CA 93102
12 Tel: (805) 564-5331

8 CATHERINE S. SIMONSEN (SBN
9 307325)
10 Catherine@simonsensussman.com
11 THOMAS G. MATTES (SBN 355010)
12 Thomas.Mattes@simonsensussman.com
13 **SIMONSEN SUSSMAN LLP**
14 418 Bamboo Lane, Suite C-18
15 Los Angeles, CA 90012
16 Tel: (917) 747-5196

8 JOHN P. FISKE (SBN 249256)
9 JFiske@baronbudd.com
10 LINDSAY STEVENS (SBN 256811)
11 LStevens@baronbudd.com
12 **BARON & BUDD, P.C.**
13 11440 West Bernardo Court, Suite 265
14 San Diego, CA 92127
15 Tel: (858) 251-7424

14 *Attorneys for Plaintiff the City of Santa Barbara*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **WESTERN DIVISION**

17 THE CITY OF SANTA BARBARA,

18 Plaintiff,

19 v.

20 REV GROUP, INC.; E-ONE, INC.;
21 KOVATCH MOBILE EQUIPMENT
22 CORP.; KME GLOBAL, LLC; KME
23 HOLDINGS, LLC; KME RE
24 HOLDINGS LLC; FERRARA FIRE
25 APPARATUS, INC.; FFA HOLDCO,
26 INC.; FFA ACQUISITION CO., INC.;
27 FERRARA FIRE APPARATUS
28 HOLDING COMPANY, INC.;
SPARTAN FIRE, LLC; SMEAL SFA,
LLC; SMEAL LTC, LLC; SMEAL
HOLDING, LLC; DETROIT TRUCK
MANUFACTURING, LLC; AIP, LLC;
AMERICAN INDUSTRIAL
PARTNERS CAPITAL FUND IV LP;
AMERICAN INDUSTRIAL
PARTNERS CAPITAL FUND IV
(PARALLEL), LP; AIP/CHC
HOLDINGS, LLC; AIP CF IV, LLC;
AIP/CHC INVESTORS, LLC;

Case No. 2:26-cv-3045

**ANTITRUST AND UNFAIR
COMPETITION LAW
COMPLAINT**

DEMAND FOR JURY

1 OSHKOSH CORPORATION;
2 PIERCE MANUFACTURING INC.;
3 MAXI-METAL, INC.; BOISE
4 MOBILE EQUIPMENT, INC.; BME
5 FIRE TRUCKS LLC,

Defendants.

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COMPLAINT

1
2 Plaintiff the City of Santa Barbara (the “City” or “Plaintiff”), seeking *inter*
3 *alia* equitable relief for itself and the general public, brings this civil antitrust and
4 unfair competition action against Defendants REV Group, Inc., E-ONE, Inc.,
5 Kovatch Mobile Equipment Corp., KME Global, LLC, KME Holdings, LLC,
6 KME RE Holdings LLC, Ferrara Fire Apparatus, Inc., FFA Holdco, Inc., FFA
7 Acquisition Co., Inc., Ferrara Fire Apparatus Holding Company, Inc., Spartan Fire,
8 LLC, Smeal SFA, LLC, Smeal LTC, LLC, Smeal Holding, LLC, and Detroit Truck
9 Manufacturing, LLC (together, the “REV Group Defendants”); AIP, LLC,
10 American Industrial Partners Capital Fund IV LP, American Industrial Partners
11 Capital Fund IV (Parallel), LP, AIP/CHC Holdings, LLC, AIP CF IV, LLC, and
12 AIP/CHC Investors, LLC (together, the “AIP Defendants”); Oshkosh Corporation,
13 Pierce Manufacturing Inc., and Maxi-Métal, Inc. (together, the “Oshkosh
14 Defendants”); and Boise Mobile Equipment, Inc. and BME Fire Trucks LLC
15 (together, the “BME Defendants,” and together with the REV Group Defendants,
16 AIP Defendants, and Oshkosh Defendants, “Defendants”), and in support alleges
17 as follows:

NATURE OF THE ACTION

18
19 1. This action challenges Defendants’ multi-year anticompetitive
20 schemes to consolidate and “roll up” markets for critical lifesaving apparatuses—
21 fire trucks and the chassis on which they are built—and exclusionary restraints in
22 the markets for replacement parts for their apparatuses. Defendants have acquired
23 small and large fire apparatus competitors, as well as key companies in the fire
24 apparatus supply chain, and Oshkosh and Pierce have restricted fire departments’
25 ability to replace parts, all with the intent and effect of substantially lessening
26 competition in and, indeed, threatening the monopolization of these markets.

27 2. Through their illegal schemes, Defendants have reaped extraordinary
28 profits on the backs of fire departments, taxpayers, cities, and counties. The City of

1 Santa Barbara has suffered substantial overcharges and lost equipment value as
2 Defendants have shut down plants, substantially increased prices, and severely
3 extended delivery timelines, and Oshkosh and Pierce have restrained the City's
4 ability to obtain replacement parts. The public has suffered harm alongside the
5 City, as the higher prices and costs Defendants have forced on California fire
6 departments have drained localities' health and safety budgets.

7 3. Private equity has played a pivotal role in this destruction of
8 competition. About a decade ago, Defendant private equity firm American
9 Industrial Partners ("AIP"), from its offices in Midtown Manhattan, observed that
10 fire truck markets in the United States were relatively deconcentrated—that is, full
11 of small manufacturers, some owned and operated by the same family for
12 generations, that competed against one another. This competitive dynamic allowed
13 localities to drive innovation and negotiate lower prices for fire trucks for their fire
14 departments, and ultimately for taxpayers. Although at the time the City and the
15 public benefited from this competition, American Industrial Partners saw an
16 opportunity to profit by eliminating it through the consolidation of the smaller
17 manufacturers into an industry giant with the power to extract high prices.

18 4. AIP sought to exploit the fact that fire trucks are critical lifesaving
19 apparatuses: every locality needs to provide firefighting services to its citizens.
20 Localities, their fire departments, and taxpayers must pay for these services, even if
21 choices dwindle and prices go up for firefighting equipment. AIP saw that
22 eliminating competitors—by acquiring them, instead of competing on the merits—
23 would give it the power to profiteer by imposing ever increasing supra-competitive
24 prices on localities, thereby raking in extraordinary payouts for AIP and its
25 executives.

26 5. Accordingly, AIP embarked on an over decade-long strategy to
27 consolidate the markets for fire apparatus and chassis manufacturing, starting in
28 2008 with its acquisition of E-ONE, Inc. ("E-ONE"), a builder of custom fire

1 apparatuses and chassis founded in 1974 in Ocala, Florida. At the time, E-ONE
2 was already one of the largest fire apparatus manufacturers in the United States. In
3 August 2010, AIP combined four portfolio companies, including E-ONE, to form
4 Allied Specialty Vehicles, Inc. (“ASV”).

5 6. Five years later, in 2015, AIP rebranded ASV as REV Group, Inc. and
6 accelerated its consolidation strategy. In 2016, AIP and REV Group acquired
7 Kovatch Mobile Equipment Corp. (“KME”), a family-owned manufacturer based
8 in Nesquehoning, Pennsylvania, effectively combining E-ONE and KME under
9 common control and ownership. To further capitalize upon its consolidation
10 scheme, AIP debuted REV Group on the public markets through an initial public
11 offering (“IPO”) in January 2017. While continuing to portray its brands to fire
12 departments as steeped in tradition and local community-building, in its
13 prospectus, REV Group marketed itself to Wall Street rather brazenly as an
14 “Experienced Consolidator,” telling potential investors that the status quo of small
15 and fragmented manufacturers presented “an opportunity for market leadership”
16 and “acquisitive growth.” REV Group’s IPO was a smashing success, funneling
17 \$275 million in proceeds to REV Group and its controlling shareholders at AIP.
18 This financing enabled the roll-up strategy to proceed quickly, with AIP and REV
19 Group acquiring Ferrara Fire Apparatus, Inc. (“Ferrara”) of Holden, Louisiana, in
20 April 2017, thus achieving the consolidation of E-ONE, KME, and now Ferrara
21 under common ownership and control.

22 7. In 2020, AIP and REV Group deployed their war chest to consolidate
23 several historic brands in one fell swoop with their acquisition of Spartan
24 Emergency Response, the emergency response segment of Spartan Motors.
25 Notably, Spartan had itself been the product of recent consolidation. Spartan
26 Motors had acquired Smeal Fire Apparatus, Ladder Tower Company, and US
27 Tanker Fire Apparatus (“UST”) in 2017, just shortly after Smeal itself had acquired
28

1 both Ladder Tower and UST in 2014. REV Group combined E-ONE, KME,
2 Ferrara, and now Spartan under common ownership and control.

3 8. Spartan Emergency Response was a key acquisition, as it was and
4 remains (as Spartan Fire today) one of only three manufacturers of custom chassis
5 that not only use their chassis in their own apparatuses, but also supply their
6 chassis to competing apparatus builders. By gaining control of this critical input on
7 which many smaller competitors depended, REV Group gained effective control
8 over the supply chain of many builders.

9 9. With nearly a dozen once-independent companies rolled up under a
10 single corporation, the REV Group Defendants began to leverage this dominance
11 to extract profits from the most captive of customers—fire departments and the
12 taxpayers who fund them. In early 2022, REV Group and KME shut down two
13 historic KME plants in Nesquehoning, Pennsylvania, and Roanoke, Virginia.
14 Nearly 400 skilled workers in Nesquehoning and dozens in Roanoke lost their jobs,
15 and many skilled tradespeople were effectively removed from the industry. This
16 deliberate output reduction had its intended effect—backlogs skyrocketed to a
17 record \$4.2 billion in undelivered orders by fiscal year 2024, and the REV Group
18 Defendants hiked prices on the order of 50-100% or more. REV Group executives
19 cheerfully celebrated these price increases and related “price realization” to Wall
20 Street investors and analysts, as they translated into spectacular returns for their
21 shareholders. As Timothy Sullivan, REV Group’s then-CEO, told analysts, while
22 the companies the AIP Defendants and REV Group acquired had been operating
23 with profit margins of 4-5%, they were on a path “to get all of them above that
24 10% level. . . . You bring them into the fold, you got to give them the religion, and
25 they’ve got it now.”

26 10. More recently, multinational conglomerate Oshkosh Corporation and
27 its subsidiary Pierce Manufacturing have joined in on the consolidation party. For
28 decades, Pierce has been a dominant producer of fire apparatuses, chassis, and

1 parts in the United States. In 2021, Pierce combined with its direct competitor,
2 Defendant Boise Mobile Equipment, Inc., the leading specialized builder of
3 wildland fire apparatuses in the United States, to form a subsidiary of Boise
4 Mobile that they jointly co-own, BME Fire Trucks, LLC. They announced this
5 combination as Pierce's "purchase of an ownership interest in Boise Mobile
6 Equipment" and a "Strategic Alliance/Partnership." Through this acquisition and
7 combination, Pierce and the BME Defendants effectively eliminated competition
8 between themselves to supply wildland fire apparatuses while entrenching their
9 dominant market positions, and Pierce secured itself as the exclusive distributor of
10 the BME Defendants' fire apparatuses.

11 11. Then, in 2022, Oshkosh acquired Maxi-Métal, Inc., the dominant and
12 fast-growing designer and manufacturer of fire apparatuses in Canada that supplies
13 both the Canadian and U.S. markets. In one acquisition, Oshkosh removed a large
14 custom apparatus builder from the marketplace that was competing with Pierce
15 while, at the same time, entrenching Pierce's dominant position as a manufacturer
16 of custom chassis by ensuring that the entirety of Maxi-Métal's chassis demand
17 moving forward will go to Pierce, and not to any actual or would-be competing
18 custom chassis manufacturers.

19 12. As with the AIP and REV Group Defendants, when engaging with
20 Wall Street, the Oshkosh Defendants have celebrated the numerous backlogs that
21 fire departments face across the country. For example, Oshkosh CEO John Pfeifer
22 described the company's nearly \$660 million Q1 2022 Fire and Emergency
23 backlog as "another record backlog." The very next quarter, Pfeifer was elated to
24 report to Wall Street investors that "[w]e have the strongest backlog we've ever
25 had in Fire & Emergency." The next quarter, Pfeifer boasted that: "Pierce's backlog
26 is at an all-time high up more than 80% compared to the prior year, highlighting
27 excellent demand for our products as evidenced by our leading market share." And
28 two years later, in 2024, Pfeifer sang the same tune, rejoicing with Wall Street

1 investors that “[o]ur backlog for Pierce trucks continue[s] to grow.” All the while,
2 the Oshkosh Defendants raised prices, with Pfeifer announcing two price increases
3 in the first half of 2022 alone.

4 13. On top of their apparatus and chassis consolidation scheme, the
5 Oshkosh Defendants have also combined with the dealers they authorize to sell
6 Pierce replacement parts to dominate the markets for replacement parts for Pierce
7 apparatuses. Pierce enforces a strict agreement with its parts dealers in which, for a
8 wide variety of parts for Pierce apparatuses, those dealers agree not to sell
9 customers parts that are fully compatible with and operable in Pierce apparatuses,
10 other than Pierce proprietary parts sold by Pierce. Pierce and its parts dealers also
11 enforce restrictive clauses in customer warranty agreements under which
12 customers may void their warranty if they replace a part in a Pierce apparatus with
13 a non-Pierce proprietary part. Pierce also intentionally designs its apparatuses so
14 that only parts manufactured by the Oshkosh Defendants can be used to replace
15 original parts when they break. The Oshkosh Defendants thereby unlawfully stifle
16 competition in these markets and reap exorbitant profits in the replacement parts
17 business from customers who, absent this conduct, could have gotten the parts they
18 needed at a lower price from a competing parts manufacturer.

19 14. In a competitive marketplace, firms could not impose such restraints
20 on customer choice and would expand their productive capacity to increase output
21 and meet increased or pent-up demand, keeping prices at a competitive
22 equilibrium. But the markets for fire apparatuses, chassis, and Pierce replacement
23 parts are no longer competitive. They are markets dominated by powerful
24 behemoths. These manufacturers bought their way to dominance, and they are now
25 in full extraction mode, deliberately suppressing output, withholding supply,
26 delaying deliveries, restricting competitive options, and charging supra-
27 competitive prices without consequence. To make matters worse, Defendants’
28 unlawful conduct has enabled other competitors to follow suit, using Defendants’

1 higher prices as an opportunity to raise prices themselves, knowing that fire
2 departments have nowhere else to turn.

3 15. The evidence of Defendants' use of their unlawfully acquired
4 dominance to raise prices and otherwise worsen terms for the City and other public
5 entities across the country is overwhelming. Pierce custom apparatus owners
6 routinely pay two, three, and even four times as much for replacement parts from
7 Pierce as competing manufacturers charge for equivalent parts, and two, three, and
8 even four times as much as they would pay in a market without Pierce and its
9 dealers' restrictions on customer choice and access.

10 16. Similarly, the apparatus price increases Defendants have imposed, and
11 have enabled their competitors to impose, far exceed any reasonable measure of
12 inflation and—despite Defendants' best efforts at subterfuge—cannot be explained
13 away by COVID supply chain issues.

14 17. Indeed, time and again, Defendants have falsely blamed the shortages
15 and price increases—which they deliberately imposed—on broader
16 macroeconomic conditions seemingly outside of their control. While the pandemic
17 brought on problems, “in hindsight,” said Edward Kelly, General President of the
18 International Association of Fire Fighters, “it was masking what ends up being a
19 main driver of higher cost[s] and lag time[s] in production: the monopolizing of
20 fire truck and ambulance manufacturing in the United States.” In other words, not
21 only did the REV Group Defendants, AIP Defendants, Oshkosh Defendants, and
22 BME Defendants scheme to consolidate the relevant markets to profiteer off the
23 backs of public entities, but they also deliberately used misinformation campaigns
24 to prevent customers from connecting the dots between Defendants' recent
25 acquisitions and the higher prices and other worsening terms they were
26 experiencing.

27 18. Our nation's federal and state antitrust and unfair competition laws
28 have long outlawed the kinds of acquisitive schemes Defendants have parasitically

1 plotted and carried out on the backs of localities and taxpayers across America.
2 Nearly 80 years ago, Congress amended the Clayton Anti-Merger Act to “prevent[]
3 the formation of further oligopolies Where an industry was composed of
4 numerous independent units, Congress appeared anxious to preserve this
5 structure.”¹ Congress realized that then-existing laws, the original Section 7 of the
6 Clayton Act of 1914 and the Sherman Act of 1890, often appeared impotent in the
7 face of these schemes:

8 Imminent monopoly may appear when one large concern acquires
9 another, but it is unlikely to be perceived in a small acquisition by a
10 large enterprise. As a large concern grows through a series of such small
11 acquisitions, its accretions of power are individually so minute as to
12 make it difficult to use the Sherman Act test against them. Where
13 several large enterprises are extending their power by successive small
14 acquisitions, the cumulative effect of their purchases may be to convert
15 an industry from one of intense competition among many enterprises to
16 one in which three or four large concerns produce the entire supply.²

15 In amending Section 7 of the Clayton Act in 1950, Congress made clear that
16 consolidations, whether in buying a single large company or successive small ones,
17 are illegal long before they give rise to the monopoly power condemned by
18 Sherman Act Section 2.

19 19. Meanwhile, Sherman Act Section 2 outlaws not only monopolization,
20 but also attempt and conspiracy to monopolize. Sherman Act Section 1 forbids
21 contracts, combinations, and conspiracies in restraint of trade, and the California
22 Cartwright Act—even more sweeping in its prohibitions on concerted activity—
23 outlaws multiple harmful “combination[s] of capital, skill or acts by two or more
24 persons,” including those that restrain trade, reduce output, prevent competition,
25

27 ¹ *Brown Shoe Co. v. United States*, 370 U.S. 294, 333-34 (1962).

28 ² *Id.* (quoting S. Rep. No. 81-1775, at 5 (1950)) (alterations omitted).

1 fix prices, or otherwise preclude free and unrestricted competition.³ Clayton Act
2 Section 3 and the Cartwright Act further prohibit exclusive dealing arrangements
3 such as Pierce’s agreements with its dealers under which they agree to make only
4 proprietary Pierce parts—and not competing parts—available to Pierce apparatus
5 owners. Finally, the California Unfair Competition law forbids not only violations
6 of the federal and California antitrust laws, but also unfair business acts and
7 practices that violate the policy and spirit, or constitute an incipient violation, of
8 antitrust laws.

9 20. Defendants have violated all of these laws. Through acquisitions,
10 combinations, and anticompetitive practices, they have created highly concentrated
11 and oligopolistic markets that they control, allowing them to cut supply, raise
12 prices, delay deliveries, or force the use of their proprietary parts to the deep
13 financial detriment of localities across the country. Indeed, these localities have
14 had no choice but to endure these detriments—nevertheless carrying out their
15 charge to protect the public safety—as supply and quality have diminished and
16 prices have skyrocketed. All so that Defendants could earn their outsized,
17 extractive returns.

18 21. Our fire departments do not deserve this. Our firefighters do not
19 deserve this. The taxpayers those firefighters swear an oath to protect do not
20 deserve this. The extraction of excessive private rents from the public must stop,
21 and it must stop now. While monetary damages can compensate the City for the
22 higher prices, output restrictions, degradation in quality, delivery delays, and other
23 harms it has suffered in its procurement of fire apparatuses and parts, the break-up
24 of Defendants’ massive corporations—the undoing of each acquisition and
25 combination that contributed to their market power—and an injunction against
26 their future anticompetitive conduct is essential to prevent the damage Defendants
27

28 ³ Cal. Bus. & Prof. Code § 16720.

1 will otherwise continue to inflict on fire departments across the nation. Seeking
2 this and other equitable relief, as well as damages—automatically trebled—
3 attorneys’ fees, the costs of suit, and all other relief deemed just and proper by the
4 Court, the City of Santa Barbara further alleges as follows:

5 **PARTIES**

6 22. Plaintiff City of Santa Barbara (the “City”) is a city in the State of
7 California. Incorporated as an American city in 1850, the City is older than
8 California’s statehood. With a recent population estimate of approximately 87,000
9 people across in excess of 20 square miles, the City’s varied geography
10 encompasses beaches, oceans, wharfs, harbors, interstate, railroads, airports, and
11 wildland. As a subdivision of the State, the City of Santa Barbara is charged with
12 providing numerous essential services along with firefighting that affect the lives
13 of its residents, including law enforcement, social services, and community
14 development.

15 23. The Santa Barbara City Fire Department (the “SBFD”) is the fire
16 department of the City of Santa Barbara. “The Washington Fire Company No. 2”
17 was formed in 1882, and this entity officially became the Santa Barbara City Fire
18 Department in 1906. SBFD’s fleet consists of over 40 fire trucks purchased by the
19 City, including, *inter alia*, 11 Type 1 engines or “pumpers,” two ladder trucks, two
20 brush pumpers, and one Type 6 engine, and includes apparatuses built and sold by
21 Defendant Pierce Manufacturing Inc. In 2023, SBFD responded to 11,627 calls for
22 service. SBFD also assists neighboring communities and state agencies through the
23 local and master mutual aid system.

24 24. Through the Santa Barbara Fire Department, the City of Santa
25 Barbara delivers fire protection and emergency medical services to over 30
26 neighborhoods through eight fire stations. These neighborhoods include: Alta
27 Mesa, Bel Air, Campanil, Cielito, Coast Village, Downtown, East Beach, East
28 Mesa, East San Roque, Eastside, Eucalyptus Hill, Foothill, Hidden Valley,

1 Hitchcock, Hope, Laguna, Lower East, Lower Riviera, Lower State, Lower West,
2 Milpas, Oak Park, Riviera, Samarkand, San Roque, Upper East, Upper State,
3 Waterfront, West Beach, West Downtown, West Mesa, and Westside. The City also
4 services the Santa Barbara Airport.

5 25. Defendant REV Group, Inc. (“REV Group”) is one of the largest
6 manufacturers of fire trucks in the United States. REV Group sells its fire trucks
7 and custom chassis under the brands of the several manufacturers it has acquired
8 over time: E-ONE, Ferrara, KME, Spartan, Smeal, and Ladder Tower (the “REV
9 Group Brands”). In addition to a range of fire trucks and chassis, REV Group
10 manufactures several other categories of vehicles, including ambulances, terminal
11 trucks, sweepers, recreational vehicles, and truck campers. In fiscal year 2024,
12 REV Group reported \$1.73 billion in net sales of specialty vehicles, the category
13 which includes fire trucks and chassis. REV Group also manufactures and sells
14 replacement parts for its vehicles, estimating in 2019 that replacement parts for its
15 already-sold vehicles amounted to as much as \$830 million of potential sales. REV
16 Group is incorporated under the laws of the state of Delaware, with its principal
17 place of business in Brookfield, Wisconsin.

18 26. Defendant E-ONE, Inc. (“E-ONE”) is a fire apparatus and custom
19 chassis manufacturer formed in 1974. In the mid-1980s E-ONE had become the
20 largest fire apparatus builder in the United States. In 2008, Defendant American
21 Industrial Partners acquired E-ONE for \$20 million, which AIP later combined
22 with Defendants KME, Ferrara, and the Spartan ER Entities to form REV Group.
23 E-ONE is a wholly owned subsidiary of REV Group incorporated under the laws
24 of the state of Delaware and headquartered in Ocala, Florida.

25 27. Defendants KME Global, LLC, KME Holdings, LLC, KME RE
26 Holdings LLC (the “KME Holding Defendants”), and Kovatch Mobile Equipment
27 Corp. (“KME,” and together with the KME Holding Defendants, the “KME
28 Entities”) are wholly owned subsidiaries of REV Group. KME is a fire apparatus

1 and custom chassis manufacturer founded in 1946. From 1946 to 2016, KME was
2 a family-owned company that built a strong brand and reputation as a producer of
3 high-quality fire apparatuses and custom chassis. As of 2016, KME had expanded
4 from its humble beginnings in Pennsylvania to a company with over 800
5 employees, national sales, and facilities in California, New York, and Virginia. In
6 2016, REV Group acquired KME for \$40.1 million. KME is incorporated under
7 the laws of the state of Pennsylvania and is headquartered in Nesquehoning,
8 Pennsylvania. KME Global, LLC is incorporated under the laws of the state of
9 Pennsylvania and based in Pennsylvania. Both KME Holdings, LLC and KME RE
10 Holdings LLC are incorporated under the laws of the state of Delaware and based
11 in Pennsylvania.

12 28. Defendants FFA Holdco, Inc., FFA Acquisition Co., Inc., Ferrara Fire
13 Apparatus Holding Company, Inc. (the “Ferrara Holding Companies”) and Ferrara
14 Fire Apparatus, Inc. (“Ferrara,” and together with the Ferrara Holding Companies,
15 the “Ferrara Entities”) are wholly owned subsidiaries of REV Group. Ferrara is a
16 fire apparatus and custom chassis manufacturer founded in 1979. Ferrara operated
17 for years as an independent supplier; in April 2017, REV Group acquired the
18 company for roughly \$100 million. Ferrara is incorporated under the laws of the
19 state of Louisiana and has its principal place of business in Holden, Louisiana. The
20 Ferrara Holding Companies are each incorporated under the laws of the state of
21 Delaware and based in Louisiana.

22 29. Defendant Spartan Fire, LLC (“Spartan Fire”) is a wholly owned
23 subsidiary of REV Group incorporated under the laws of Nevada with its principal
24 place of business in Brandon, South Dakota. Defendants Smeal SFA, LLC (“Smeal
25 SFA”), Smeal LTC, LLC (“Smeal LTC”), Smeal Holding, LLC (“Smeal Holding”),
26 and Detroit Truck Manufacturing, LLC (“DTM”) are wholly owned subsidiaries of
27 REV Group incorporated under the laws of, and headquartered in, Michigan.
28 Spartan Fire, Smeal SFA, Smeal LTC, Smeal Holding, and DTM (collectively the

1 “Spartan ER Entities”) do business under the Spartan, Smeal, and Ladder Tower
2 brands. Spartan Fire, through various corporate iterations, has been manufacturing
3 fire apparatuses and custom chassis since 1979. Smeal SFA, through various
4 corporate iterations, has been manufacturing fire apparatuses and custom chassis
5 since 1955. Smeal LTC, through various corporate iterations, has been
6 manufacturing fire apparatuses since the 1970s. The Spartan ER Entities’
7 predecessor, Spartan Motors, operated independently for years, until REV Group
8 acquired the Spartan emergency response unit from Spartan Motors in February
9 2020 for \$55 million.

10 30. The “REV Group Defendants” are composed of Defendants REV
11 Group, E-ONE, KME Entities, Ferrara Entities, and Spartan ER Entities. E-ONE,
12 REV Group, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and DTM all
13 have sought to transact or actually transacted business in the State of California
14 and the United States. E-ONE, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal
15 LTC, and DTM all have participated in, supported, advanced, and realized profits
16 from REV Group’s unlawful conduct. Similarly, the KME Holding Entities,
17 Ferrara Holding Entities, and Smeal Holding have directed, controlled, participated
18 in, or hold assets resulting from the fruits of REV Group, E-ONE, KME, Ferrara,
19 Spartan Fire, Smeal SFA, Smeal LTC, and DTM’s unlawful conduct.

20 31. Defendant AIP, LLC, doing business as American Industrial Partners
21 (“AIP” or “American Industrial Partners”), is a Delaware limited liability company
22 with its principal place of business in New York, New York. AIP is a private equity
23 firm focused on buying up middle-market manufacturing and industrial service
24 companies. Among other investment characteristics, AIP seeks out “value creation
25 opportunities” in “basic-needs” industries ripe for consolidation of competing
26 firms and production facilities. Far from being a passive investor, AIP instead
27 forms “operating partnership[s] with management,” provides access to AIP’s
28 “engineering and operating resources,” and otherwise “seek[s] to leverage [its]

1 operational experience” to benefit the firms it owns and controls, such as REV
2 Group and the REV Group Defendants. As REV Group itself explained in filings
3 with the SEC, AIP adopts a “business building investment strategy,” and only
4 invests “when it believes it can significantly improve the underlying business’
5 performance through the implementation of an operating agenda.”

6 32. After acquiring E-ONE, the then-independent producer of E-ONE-
7 branded apparatuses and chassis, in 2008, AIP combined E-ONE with three other
8 “specialty vehicle” manufacturers in its portfolio in 2010 to form Allied Specialty
9 Vehicles, Inc. (“ASV”). In 2015, AIP rebranded the combination as REV Group.
10 From 2006 to March 2024, AIP controlled REV Group and its predecessor
11 portfolio companies through a web of related entities (“AIP Funds”) organized as
12 limited partnerships or limited liability companies controlled and managed by AIP
13 “partners,” who are LLC members of AIP, LLC, as well as other AIP personnel.
14 These AIP partners and personnel raise money from investors and pool that money
15 into investment vehicles called “funds,” which include the AIP Funds.

16 33. The AIP Funds include Defendant American Industrial Partners
17 Capital Fund IV LP (“AIP Fund IV”), Defendant American Industrial Partners
18 Capital Fund IV (Parallel), LP (“AIP Parallel Fund”), and Defendant AIP/CHC
19 Holdings, LLC (“AIP Holdings”). Each of the AIP Funds is a Delaware limited
20 partnership or limited liability company that shares its principal place of business
21 with AIP in New York, New York. AIP Holdings has held an ownership interest in
22 REV Group or its constituent entities since at least 2008. AIP Fund IV and AIP
23 Parallel Fund each held an ownership interest in REV Group or its constituent
24 entities from at least 2008 until March 2024.

25 34. Since 2008, AIP has exercised control over, and management of, the
26 AIP Funds through Defendant AIP CF IV, LLC (“AIP CF”), the General Partner
27 responsible for the management of AIP Fund IV and AIP Parallel Fund, and
28 Defendant AIP/CHC Investors, LLC (“AIP/CHC”), the managing member

1 responsible for management of AIP Holdings. Both AIP CF and AIP/CHC are
2 Delaware limited liability companies, and each shares its principal place of
3 business with AIP and the AIP Funds in New York, New York. In REV Group’s
4 2017 IPO prospectus, REV Group described its “primary equity holders” as “funds
5 and an investment vehicle associated with AIP CF IV, LLC, which we collectively
6 refer to as ‘American Industrial Partners,’ [or] ‘AIP.’” REV Group then described
7 AIP as “an operations and engineering-focused private equity firm,” clarifying that
8 AIP CF and AIP share a unity of identity and AIP CF is an agent for AIP. In a REV
9 Group prospectus filed with the SEC in 2023, REV Group explained that, together,
10 the AIP Funds remained its largest equity holders and all were “managed by AIP
11 LLC, d/b/a American Industrial Partners.” When REV Group subsequently filed an
12 amendment to its Shareholder Agreement, the amendment was signed by AIP CF
13 and AIP/CHC on behalf of the AIP Funds.

14 35. In line with AIP’s investment thesis to implement an “operating
15 agenda” for REV Group, AIP controls AIP CF and AIP/CHC or shares a unity of
16 identity with them, and they in turn exercise management and control over the AIP
17 Funds and REV Group. Current AIP General Partners Dino Cusumano and Kim
18 Marvin, and former General Partner John Becker, serve or have served as senior
19 managing members of AIP CF and as managing members of AIP/CHC. Because
20 Cusumano, Marvin, and Becker were senior managing members of AIP CF and
21 managing members of AIP/CHC, REV Group was obligated to inform investors
22 that they “may be deemed to share voting and dispositive power with respect to the
23 shares held by the AIP funds.”

24 36. Furthermore, former AIP partners Paul Bamatter, Graham Sullivan,
25 and Donn Viola, along with Cusumano and Marvin, hold or have held indirect
26 interests in AIP Holdings. Current or former AIP partners Bamatter, Cusumano,
27 Marvin, Rotroff, and Viola, as well as current General Partner Justin Fish, all have
28 served on REV Group’s Board of Directors. Cusumano, an AIP General Partner

1 since 2000, simultaneously served as Vice President of REV Group from 2008 to
2 2016 and held a term as chair of REV Group's compensation committee,
3 responsible for, among other things, determining the compensation for REV
4 Group's former CEO, Tim Sullivan. And current AIP partner Stanley Edme often
5 served as the authorized signatory for AIP Funds, AIP CF, and AIP/CHC.

6 37. Acting through AIP CF, AIP/CHC, and the AIP Funds with a unity of
7 identity or as agents, AIP exercised control over and management of REV Group.
8 For example, in its 2017 IPO prospectus, REV Group explained to investors that
9 AIP "will continue to have significant influence over us." Indeed, prior to REV
10 Group's January 2017 IPO, the AIP Funds owned approximately 70% of REV
11 Group's voting equity, with additional shares held directly by AIP partners,
12 including Cusumano, Fish, Marvin, Rotroff, and Viola. After the IPO, the AIP
13 Funds retained 52-55% of REV Group's voting equity along with contractual rights
14 enabling their continued substantial control of the firm. Under a Shareholders
15 Agreement discussed in REV Group's IPO prospectus and other SEC filings, so
16 long as the AIP Funds controlled a majority of outstanding common stock, AIP
17 retained "the ability to exercise substantial control over all corporate actions
18 requiring stockholder approval, irrespective of how [REV Group's] other
19 stockholders may vote," including defining the size of the Board of Directors,
20 electing and removing directors, amending the certificate of incorporation or
21 bylaws, and approving mergers and other significant transactions. Moreover, under
22 the Shareholders Agreement, so long as the AIP Funds held at least 15% of
23 outstanding common stock, AIP retained the rights to nominate a majority of the
24 Board of Directors and designate the Chair and key committee members; to direct
25 acquisitions, transfers, and spinoffs of assets in excess of 15% of the consolidated
26 assets or revenues of REV Group and its subsidiaries; and to approve special
27 dividends, among other contractual rights. The Shareholders Agreement also
28 provided for the reimbursement of expenses that AIP incurred in providing

1 “management services” to REV Group. After executing its roll-up scheme, AIP,
2 acting through the AIP Funds, AIP CF, and AIP/CHC, took a nearly \$80 million
3 special dividend from REV Group and exited their control position in March 2024
4 when AIP ceased to own, directly or indirectly, at least 15% of REV Group’s
5 outstanding shares. Since that time, AIP has continued to hold REV Group shares
6 through AIP Holdings and thus continues to benefit from its roll-up scheme.

7 38. The “AIP Defendants” include AIP, the AIP Funds, AIP CF, and
8 AIP/CHC. Operating as a common enterprise, the AIP Defendants formed REV
9 Group and formulated and directed its acquisitions of KME, Ferrara, and Spartan
10 Emergency Response pursuant to the Shareholders Agreement. Acting through one
11 or more of the REV Group Defendants, the AIP Defendants have transacted
12 business or held assets resulting from such transactions in this District, the State of
13 California, and the United States, including through sales to the City. The AIP
14 Defendants have directed, controlled, participated in, or held assets resulting from
15 the fruit of REV Group, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and
16 DTM’s unlawful conduct.

17 39. The AIP Defendants are also found and transact business in this
18 District. As noted above, AIP exercised control over and management of REV
19 Group, which sells fire apparatuses and has operated fire apparatus dealerships in
20 this District through its various subsidiaries. In addition, AIP and its associated
21 funds have acquired multiple companies based in this District. Furthermore, AIP is
22 the majority shareholder in, and an AIP partner sits on the Board of Directors of, a
23 company that operates a more than 190,000 square foot manufacturing plant in this
24 District. AIP is also the majority shareholder in other companies that sell products
25 into this District and/or have retail locations as well as authorized dealers in the
26 District that sell products to Californians residing in this District.

27 40. Defendant Oshkosh Corporation (“Oshkosh”) is a global manufacturer
28 of specialty trucks and military vehicles. Oshkosh sells its products across three

1 main business segments—Access, Vocational, and Defense—through a portfolio of
2 leading brands in more than 150 countries across the world. Oshkosh reported
3 more than \$10 billion in net sales for 2024. Oshkosh’s fire truck brands, which it
4 sells through its subsidiaries, are Pierce and Maxi-Métal (the “Oshkosh Brands”).
5 Oshkosh is incorporated under the laws of the state of Wisconsin, and its principal
6 place of business is in Oshkosh, Wisconsin.

7 41. Defendant Pierce Manufacturing Inc. (“Pierce”) is Oshkosh’s leading
8 North American subsidiary and operates in Oshkosh’s Vocational segment. Pierce’s
9 products include custom and commercial pumpers, aerials, rescue trucks, wildland
10 trucks, mini pumpers, elliptical tankers, and homeland security apparatuses. Pierce
11 also manufactures its own custom chassis on which it builds its custom
12 apparatuses. Pierce, which operates factories in Wisconsin and Florida, is
13 incorporated under the laws of the state of Wisconsin, and its principal place of
14 business is in Appleton, Wisconsin.

15 42. Defendant Maxi-Métal, Inc. (“Maxi-Métal”), a joint stock company
16 based in Quebec, Canada, is a leading Canadian manufacturer of fire apparatuses
17 for distribution in both Canada and the United States. Oshkosh acquired Maxi-
18 Métal in 2022; Maxi-Métal is now a wholly owned subsidiary of Oshkosh. Maxi-
19 Métal is incorporated under the laws of the country of Canada and has its principal
20 place of business in Saint-Georges (Quebec), Canada. The “Oshkosh Defendants”
21 refer to Oshkosh, Pierce, and Maxi-Métal.

22 43. The “BME Defendants” include Defendants Boise Mobile Equipment,
23 Inc. (“Boise Mobile”) and BME Fire Trucks LLC (“BME Fire Trucks”). Boise
24 Mobile is an Idaho corporation with its principal place of business in Boise, Idaho.
25 BME Fire Trucks is a subsidiary of Boise Mobile and is a limited liability company
26 organized under the laws of the state of Idaho with its principal place of business in
27 Boise, Idaho. The BME Defendants are the leading specialized producer of
28 wildland fire apparatus in the United States, having been manufacturing wildland

1 fire apparatuses since 1990. The BME Defendants’ customers include CAL FIRE,
2 the U.S. Forest Service, U.S. Bureau of Land Management, and U.S. National Park
3 Service, as well as multiple municipal and county fire departments throughout the
4 United States. In 2021, Pierce acquired a 25% interest in BME Fire Trucks and is a
5 co-member of the LLC with Boise Mobile.

6 JURISDICTION AND VENUE

7 44. Plaintiff brings this action against Defendants seeking equitable and
8 injunctive relief, as well as damages, under Sections 4 and 16 of the Clayton Act,
9 15 U.S.C. §§ 15 & 26, for Defendants’ violations of Sections 3 and 7 of the
10 Clayton Act, 15 U.S.C. §§ 14 & 18, and Sections 1 and 2 of the Sherman Act, 15
11 U.S.C. §§ 1 & 2; seeking equitable and injunctive relief, as well as damages, under
12 the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16750 and 16754.5, for
13 Defendants’ violations of the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 and
14 16727, *et. seq.*; and seeking equitable and injunctive relief, including restitution,
15 under the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
16 §§ 17200, 17203, 17204 & 17205, for Defendants’ violations of the UCL, Cal.
17 Bus. & Prof. Code § 17200, *et seq.*

18 45. This Court has jurisdiction over the subject matter of this action
19 pursuant to Section 4 of the Sherman Act, 15 U.S.C. § 4; Sections 4 and 16 of the
20 Clayton Act, 15 U.S.C. §§ 15 & 26; and 28 U.S.C. §§ 1331 and 1337. This Court
21 has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28
22 U.S.C. § 1367(a), because those claims are so related to the federal claims in this
23 action that they form part of the same case or controversy under Article III of the
24 U.S. Constitution.

25 46. Venue is proper in this District pursuant to Section 12 of the Clayton
26 Act, 15 U.S.C. § 22, and 28 U.S.C. § 1391, because a substantial part of the events
27 giving rise to Plaintiff’s claims occurred in this District, a substantial portion of the
28 affected interstate trade and commerce has been carried out in this District, and one

1 or more Defendants are licensed to do business in, have their principal places of
2 business in, are doing business in, had agents in, are found in, transact business in,
3 or are subject to personal jurisdiction in this District.

4 47. This Court has personal jurisdiction over Defendants because they,
5 either directly or through the ownership and/or substantial control of their
6 subsidiaries, *inter alia*: (a) are headquartered in the United States; (b) transacted
7 business in the United States, including in this District; (c) directly sold or
8 marketed goods and services in the relevant markets throughout the United States
9 as a whole, including in this District; (d) had substantial aggregate contacts within
10 the United States, including in this District; or (e) directed or engaged in
11 acquisitions and other conduct the substantial, reasonably foreseeable, and
12 intended effect of which was the substantial lessening of competition, and/or the
13 creation of a monopoly causing injury to the business or property of persons and
14 entities residing in, located in, or doing business throughout the United States,
15 including in this District. Defendants also conduct business throughout the United
16 States, including in this District, and they have purposefully availed themselves of
17 the protection of the laws of this District and of the United States.

18 48. Defendants' conduct alleged herein occurred inside the United States
19 and caused direct, substantial, and reasonably foreseeable and intended
20 anticompetitive effects upon interstate commerce within the United States.

21 49. Defendants' alleged activities were within the stream of, and were
22 intended to and did have a substantial effect on, interstate commerce of the United
23 States. Defendants' products and services are sold in the stream of interstate
24 commerce.

25 FIRE APPARATUSES AND CHASSIS

26 I. Background

27 50. The REV Group Defendants, Oshkosh Defendants, and BME
28 Defendants build several categories of fire apparatuses, including commercial

1 apparatuses and/or custom apparatuses. Commercial fire apparatuses are standard
2 medium- or heavy-duty trucks adapted for fire service and built on standard
3 medium- or heavy-duty truck frames/chassis. Custom apparatuses (“Custom
4 Apparatuses” or “Custom Fire Apparatuses”) are more customized, specialized
5 apparatuses built on custom frames/chassis (“Custom Chassis”).

6 51. The fire apparatuses that Defendants assemble and sell to customers
7 are subject to National Fire Protection Association (“NFPA”) Standard 1900. NFPA
8 is an independent standard-setting organization whose Standard 1900 guides
9 apparatus purchasers and manufacturers throughout the United States, containing
10 thousands of standards governing every part of the vehicle, from the engine to the
11 pump.

12 52. Specifically, NFPA specifies minimum standards for “Automotive Fire
13 Apparatus” and “Wildland Fire Apparatus,” which together comprise the Fire
14 Apparatus market in which Defendants assemble and sell fire apparatuses.
15 Automotive Fire Apparatuses are “vehicle[s] designed to be used under emergency
16 conditions to transport personnel and equipment or to support the suppression of
17 fires or mitigation of other hazardous situations,” and according to NFPA include
18 “Pumper Fire Apparatus,” “Initial Attack Fire Apparatus,” “Mobile Water Supply
19 Fire Apparatus,” “Aerial Fire Apparatus,” “Quint Fire Apparatus,” “Special Service
20 Fire Apparatus,” and “Mobile Foam Fire Apparatus.” Wildland Fire Apparatuses
21 are “[f]ire apparatus primarily used for wildland fire response,” and according to
22 NFPA include “Wildland Fire Suppression Apparatus,” “Wildland Mobile Water
23 Supply Apparatus,” and “Wildland Crew Carrier Apparatus.” Fire Apparatuses
24 include both Custom Apparatuses and commercial apparatuses.

25 53. Defendants assemble their apparatuses from parts (e.g., engine,
26 transmission, chassis) that they either manufacture themselves or source from
27 third-party suppliers. For their Custom Apparatuses, the REV Group Defendants
28 and Oshkosh Defendants manufacture their own Custom Chassis (i.e., they self-

1 source their Custom Chassis), which they incorporate into their Custom
 2 Apparatuses that they sell to customers. The REV Group Defendants, Oshkosh
 3 Defendants, and BME Defendants all source commercial chassis for their
 4 commercial apparatuses from third-party suppliers like Freightliner and
 5 International, which they incorporate into their commercial apparatuses that they
 6 sell to customers. The cost of a custom chassis generally represents at least 25% of
 7 the cost of the overall apparatus on which it is built.

8 54. As discussed herein, there is a limited set of meaningful competitors
 9 in the markets to build and sell Fire Apparatuses, with the REV Group and
 10 Oshkosh Defendants (now combined with the BME Defendants) holding dominant
 11 positions.

12 *A. Custom Fire Apparatuses*

13 55. The majority of Fire Apparatuses are Custom Fire Apparatuses. The
 14 three most prominent types of Custom Fire Apparatuses, which the REV Group
 15 and Oshkosh Defendants build, are Custom Chassis Pumper Fire apparatuses
 16 (“Custom Pumpers”), Custom Chassis Aerial Fire apparatuses (“Custom Aerials”),
 17 and Custom Chassis Quint Fire apparatuses (“Custom Quints”). Figure 1 displays a
 18 Custom Pumper, a Custom Aerial, and a Custom Quint from left to right:



24 **Figure 1**

25 *1. Custom Pumpers*

26 56. Custom Pumpers are the vehicles most commonly referred to as “fire
 27 trucks.” Custom Pumpers have a permanently mounted fire pump of at least 750
 28 gallons per minute (3,000 liters per minute) capacity, water tank, and hose body

1 whose primary purpose is to combat structural and associated fires. Custom
2 Pumpers include pumpers as well as pumper-tankers. Figure 2 displays an example
3 of a Custom Pumper, manufactured by Defendant Pierce Manufacturing Inc.:



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12 **Figure 2**

13 57. The NFPA recognizes Custom Pumpers as a distinct category of
14 apparatus that answers particular use cases. It recommends that customers
15 determine the “mission of the apparatus” and accordingly consider whether to
16 build the apparatus upon a commercial or custom chassis when designing a Fire
17 Apparatus (among other factors).

18 58. The NFPA highlights the enhanced crew safety features of Custom
19 Pumpers, including the fact that their custom cab “makes it much stronger in
20 rollover than typical conventional commercial chassis cabs.”

21 59. Custom Pumpers are significantly more expensive, often costing at
22 least \$100,000 more than commercial chassis pumpers. Localities and other
23 purchasers routinely incur this significant price differential to obtain the enhanced
24 safety, durability, and operational advantages of Custom Pumpers over pumpers
25 constructed on commercial chassis.

26 60. As the NFPA recognizes, “highspeed engines are frequently employed
27 for fire apparatus, particularly in the case of commercial vehicle chassis.” In
28 contrast “[m]any fire departments” favor Custom Pumpers, which have “high-

1 torque low-speed engines for fire department service because such engines have
2 good performance characteristics both when powering the apparatus through city
3 traffic and when driving the pump.”

4 61. Custom Pumpers can comfortably seat six to ten crew members, while
5 commercial chassis pumpers typically seat only five people. With the limited
6 legroom in a commercial chassis, the ability to install specialized fire apparatus
7 seating is severely impeded. No more than four specialized fire apparatus seats can
8 be installed in a commercial chassis. Figure 3 displays an example of specialized
9 fire apparatus seating:



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11
12
13
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16 **Figure 3**

17 62. Custom Pumpers have wider door openings and shorter step heights,
18 which are designed to ease crew entry and egress. Commercial chassis tend to be
19 higher from the ground, further complicating entry and egress. Custom Pumpers
20 are also designed with notched roofs, whereas commercial cabs are limited in that
21 respect and can thus impair crew mobility.

22 63. The advantage of Custom Pumpers is especially notable in urban
23 environments. Custom Pumpers are designed with a front axle behind the driver
24 seat, which greatly improves urban maneuverability by dramatically reducing the
25 fire truck's turning angle and overall wheelbase. The combination of a shorter
26 wheelbase and tighter turning radius allows Custom Pumpers to enter dense urban
27 settings quickly in the event of a fire. In contrast, the front axle on commercial
28 chassis tends to be further forward and in front of the driver, which contributes to a

1 longer wheelbase and worse urban maneuverability. Additionally, Custom Pumpers
2 possess superior durability and extended service life, attributes that are particularly
3 critical for metropolitan jurisdictions experiencing high volumes of emergency
4 responses.

5 ***2. Custom Aerials***

6 64. Custom Aerials are apparatuses built on Custom Chassis that are
7 equipped with an aerial ladder, elevating platform, or water tower that are designed
8 and equipped to support firefighting and rescue operations by positioning
9 personnel, handling materials, providing continued egress, or discharging water at
10 positions elevated from the ground. Figure 4 displays an example of a Custom
11 Aerial, manufactured by Defendant REV Group company E-ONE:



20 **Figure 4**

21 65. Whether a Custom Aerial is equipped with a ladder, an elevating
22 platform, or a water tower, it must consist of two or more ladder sections that,
23 together with the steps and platforms on the apparatus body, provide continuous
24 egress for firefighters and civilians from an elevated position to the ground. The
25 ladder must be at least 50 feet, when at maximum elevation.

26 66. The ladder must be able to be raised from the bedded position to its
27 maximum elevation and extension and rotated a set amount of degrees within a
28 specified amount of time, depending on the height of the elevated platform. The

1 rungs must be evenly spaced and skid-resistant and rails must be 18 inches apart.
2 The ladder must be able to have fall protection harnesses attached to it.

3 67. In a strict technical sense, it is possible to build aerial fire apparatuses
4 using a commercial chassis. But at least in the past three decades, only a handful of
5 such apparatuses were manufactured among the thousands of Custom Aerials
6 produced.

7 *3. Custom Quints*

8 68. Custom Quints combine the equipment capabilities of an aerial with
9 the water-pumping ability of a pumper. They have a permanently mounted fire
10 pump, a water tank, a hose storage area, an aerial ladder or elevating platform with
11 a permanently mounted waterway, and a complement of ground ladders. The
12 primary purpose of this type of vehicle is to combat structural and associated fires
13 and to support firefighting and rescue operations by positioning personnel-handling
14 materials, providing continuous egress, or discharging water at positions elevated
15 from the ground. Figure 5 displays an example of a Custom Quint, manufactured
16 by Pierce:



24 **Figure 5**

25 69. Custom Quints are gradually becoming the most popular ladder-
26 mounted fire apparatuses, because of their versatility and their ability to perform
27 all necessary firefighting functions.

28

1 70. All elements of a Custom Quint—the fire pump, the water tank, and
2 aerial devices—are also subject to numerous standards. For example, the fire
3 pumps must have a minimum rated capacity of 1,000 gallons per minute (4,000
4 liters per minute).

5 71. Water tanks must be constructed from non-corrosive material, must be
6 opaque if exposed to sunlight, and must have a means to permit flushing of the
7 tank.

8 72. In a strict technical sense, it is possible to build quint fire apparatuses
9 using a commercial chassis. But at least in the past three decades, only a handful of
10 such apparatuses were manufactured among the thousands of Custom Quints
11 produced.

12 73. The prevailing industry standard for well-resourced municipal fire
13 departments characterized by robust staffing levels is the maintenance of a
14 diversified fleet architecture that integrates both specialized Custom Pumpers—
15 which are also termed by fire department as “engines”—and Custom Aerials—
16 which are also termed “trucks” or “ladders.” This operational preference is rooted
17 in the tactical necessity of performing high-intensity fire suppression and search-
18 and-rescue functions simultaneously, for which Custom Pumpers and Customer
19 Aerials are better suited respectively. By assigning these operational roles to
20 distinct apparatuses, departments can ensure that water supply and elevated
21 access/rescue capabilities are not mutually exclusive or compromised in certain
22 operations.

23 74. In contrast, a growing number of less heavily staffed departments
24 increasingly rely on multi-purpose Custom Quints, which consolidate engine and
25 ladder functions in a single apparatus and thereby require fewer total personnel.

26 ***B. Custom Chassis***

27 75. A Custom Chassis is the foundation on which all Custom Apparatuses
28 are built. As Defendant Pierce puts it, “A chassis determines everything: How you

1 ride, handle, stop & set-up at the scene.” The features of a Custom Chassis for a
2 Custom Fire Apparatus include the frame material, engine and transmission
3 compatibility, front and rear axle suspension, and electrical system, among other
4 components.

5 76. Figure 6 displays an example of a Custom Chassis manufactured by
6 HME Ahrens-Fox:



15 **Figure 6**

16 77. Like Custom Fire Apparatuses, Custom Chassis are subject to
17 extensive NFPA requirements. Custom Chassis must be built in such a way that
18 they can carry the full weight of the Fire Apparatus when it is loaded to its
19 maximum in-service weight, as dictated by the NFPA. Also, their engines must be
20 able to be protected with engine derate programming (a way to program an
21 engine’s electronic control module to intentionally limit power or vehicle speed
22 when certain conditions or faults occur).

23 ***C. Custom Fire Apparatus Builders and Custom Chassis***
24 ***Manufacturers***

25 78. Fifteen to 20 years ago, fire departments in the United States could
26 choose from a variety of independent Fire Apparatus providers, many of whom
27 manufactured their own Custom Chassis on which their Custom Apparatuses were
28 built. As late as 2015, there were still over 20 independent companies producing

1 motorized Fire Apparatuses in the United States, nine of which produced their own
2 Custom Chassis for Custom Pumpers and Custom Aerials. Today, as a result of
3 Defendants' unlawful roll-up schemes, two corporate families—the REV Group
4 Defendants and the Oshkosh Defendants (effectively combined with the BME
5 Defendants)—dominate the relevant markets.

6 79. E-ONE was formed in 1974 and by the mid-1980s had become the
7 largest Fire Apparatus builder in the United States. In 1984, E-ONE introduced its
8 Hurricane Custom Chassis, and it thereafter produced a full line of custom
9 apparatuses based on this chassis. A quarter-century of independent operation later,
10 in 2008, American Industrial Partners acquired E-ONE, which AIP later combined
11 with other specialty vehicle manufacturers to form REV Group. Today, E-ONE is a
12 subsidiary of REV Group and manufactures its Typhoon and Cyclone Custom
13 Chassis along with a range of Custom Apparatuses and commercial trucks,
14 including Custom Aerials, Custom Pumpers, Custom Quints, and tankers, among
15 other models. E-ONE sole-sources its Custom Chassis from within the REV Group
16 brands and does not supply them to competing apparatus builders.

17 80. KME was a family-owned Fire Apparatus manufacturer founded in
18 1946 in Nesquehoning, Pennsylvania. After 70 years of independent operation,
19 KME sold out to REV Group in April 2016. Today, KME is a subsidiary of REV
20 Group. KME manufactures Custom Chassis—its Panther, Predator, and SSX
21 models—along with a broad portfolio of apparatuses, including Custom Aerials,
22 Custom Pumpers, Custom Quints, tankers, and rescues. KME sole-sources its
23 Custom Chassis and does not supply them to competing apparatus builders.

24 81. Ferrara Fire Apparatus was founded in Baton Rouge, Louisiana in
25 1979. Over the years that followed, Ferrara developed itself first as a full-scale
26 service, warranty, and repair center for Fire Apparatuses and later as a
27 manufacturer of custom-designed apparatuses. In 1994, Ferrara opened a new plant
28 in Holden, Louisiana, and expanded it three times from 2000 to 2009. In 1998, it

1 introduced its first Custom Chassis, the Inferno, and today offers the additional
2 Igniter, Cinder, and Invader models in Ferrara-branded apparatuses. Ferrara
3 continued to build a range of apparatuses, including Custom Aerials, Custom
4 Pumpers, Custom Quints, tankers, and rescues. In April 2017, REV Group acquired
5 Ferrara, taking this important manufacturer of both Custom Chassis and Custom
6 Apparatuses out of the market as an independent competitor and turning it instead
7 into a subsidiary of REV Group. Ferrara sole-sources its Custom Chassis and does
8 not supply them to competing apparatus builders.

9 82. Founded in 1975 in Charlotte, Michigan, Spartan Motors began as a
10 manufacturer of Custom Chassis for apparatus builders, later becoming an
11 apparatus builder itself. At the time of its acquisition and still today, Spartan
12 Motors' emergency response unit built Custom Pumpers, Custom Aerials
13 (including aerial ladders and platforms), Custom Quints, rescues, and tankers,
14 among other apparatuses. Today, its models include the Gladiator, the Metro Star,
15 and the FC-94, which it uses to build its own apparatuses and also sells to
16 competing apparatus builders. REV Group acquired Spartan Motors' emergency
17 response segment in February 2020, eliminating a critical independent Custom
18 Chassis supplier and a major competing independent apparatus manufacturer. The
19 company, now known as Spartan Fire, LLC since REV Group's acquisition, is a
20 subsidiary of REV Group.

21 83. Ladder Tower Incorporated was founded in 1974 in Ephrata,
22 Pennsylvania. After a series of ownership changes, the company became Ladder
23 Tower Company and later, simply "Ladder Tower." Ladder Tower built an
24 industry-leading line of Custom Aerials, as well as aerial devices sold to other
25 apparatus manufacturers under the Squirt, Telesquirt, and Snorkel brands. REV
26 Group acquired the Ladder Tower brand in 2020 as part of its acquisition of
27 Spartan Motors' emergency response segment (the company, now a wholly owned
28 REV Group subsidiary, is now formally Smeal LTC, LLC). Today, Ladder Tower-

1 branded Custom Aerials continue to be distributed by the Spartan ER Entities,
2 subsidiaries of REV Group.

3 84. US Tanker Fire Apparatus Inc. (“UST”) was a Fire Apparatus builder
4 formed in 1989 in Burlington, Wisconsin. The company specialized in building
5 custom stainless-steel tankers, but also built Custom Pumpers, rescues, and brush
6 trucks. The UST brand was acquired by REV Group in February 2020 as part of
7 REV Group’s acquisition of Spartan Motors’ emergency response segment. REV
8 Group phased out its production of UST-branded apparatuses after the acquisition,
9 and today, REV Group no longer markets the UST brand.

10 85. Smeal Fire Apparatus Co. (“Smeal”) was founded in 1955 as the
11 Smeal Implement Company in Snyder, Nebraska. Smeal built its first fire truck in
12 1964 and, in the 1970s, began to design and build its own line of aerial ladders. In
13 2014, Smeal acquired Ladder Tower and UST. In January 2017, Spartan Motors
14 acquired Smeal. Prior to its acquisition, Smeal purchased Custom Chassis from
15 Spartan Motors and built aerial ladders and platforms, as well as pumpers, tankers,
16 and other apparatuses. As part of its February 2020 acquisition of Spartan Motors’
17 emergency response segment, REV Group acquired the Smeal and Ladder Tower
18 brands. Today, REV Group markets and sells Spartan and narrowed lines of Smeal
19 and Ladder Tower apparatuses.

20 86. Detroit Truck Manufacturing, LLC (“DTM”) was launched by Spartan
21 Motors in 2019 as a captive channel supplier of fabricated aluminum cabs for
22 Spartan’s fire trucks, as well as a supplier of cabs and chassis to other fire truck
23 manufacturers. As part of its February 2020 acquisition of Spartan Motors’
24 emergency response segment, REV Group acquired DTM.

25 87. Pierce is a leading Custom Chassis manufacturer and Fire Apparatus
26 builder in the United States. Pierce was founded in 1913 as Auto Body Works. It
27 produced its first fire truck bodies in 1939 and was acquired by Oshkosh
28 Corporation in 1996. Pierce manufactures Custom Pumpers, Custom Aerials, and

1 Custom Quints built on its own Custom Chassis (the Volterra, Enforcer, Impel,
2 Saber, and Velocity), as well as Fire Apparatuses built on commercial chassis,
3 including tankers, mini-pumpers, rescues, and its BXTM Wildland. Pierce does not
4 supply Custom Chassis to competitors and sole-sources its Custom Chassis for its
5 Custom Apparatuses.

6 88. The BME Defendants (Boise Mobile and BME Fire Trucks) are a
7 leading specialized producer of Wildland Fire Apparatuses in the United States.
8 Their vehicles include Type 3, Wildland Urban Interface, Type 4, Type 5, Type 6,
9 Xtreme Type 6, Xtreme Tactical Tender, Water Tender, Crew Carrier, and Mini
10 Pumper trucks, which are generally built on commercial chassis. Boise Mobile was
11 founded in 1990 by the Yanke family. For decades, it produced fewer than 20
12 trucks a year. In 2014, now President Chad Moffat's company purchased Boise
13 Mobile and initiated major expansion plans, acquiring new buildings and adding
14 tens of thousands of square feet of production space. By 2018, Boise Mobile was
15 manufacturing approximately 150 trucks a year. Oshkosh and Pierce took notice of
16 this competitor's aggressive growth. In 2021, Oshkosh subsidiary Pierce combined
17 with Boise Mobile to form BME Fire Trucks, a subsidiary of Boise Mobile in
18 which Pierce holds a 25% ownership interest. As Oshkosh explained to its
19 investors, the combination has enabled the two competitors to "collaborate" in the
20 Wildland Fire Apparatus market in which they were previously competing.

21 89. Maxi-Métal is a Canadian-based Fire Apparatus builder founded over
22 40 years ago in Saint-Georges, Québec. Its Custom Pumper, "MAXI Saber," has
23 been in continuous production since 2016. In 2015, Maxi-Métal signed an
24 exclusive agreement with Pierce to use Pierce's "Saber" Custom Chassis for the
25 MAXI Saber, and to distribute the MAXI Saber through Pierce's dealer network
26 across North America. In 2022, Oshkosh (Pierce's parent company) acquired
27 Maxi-Métal, removing this large apparatus builder as an independent competitor in
28 the marketplace. Today, Maxi-Métal is a subsidiary of Oshkosh.

1 90. Currently, beyond REV Group’s and Oshkosh’s subsidiaries, only five
2 noteworthy independent competitors—the only Custom Fire Apparatus builders
3 that also manufacture their own Custom Chassis—remain in the relevant markets:
4 Rosenbauer, Sutphen, Seagrave, HME Ahrens-Fox, and US Fire Apparatus.

5 91. Rosenbauer International AG (“Rosenbauer”) is an Austrian company
6 with a limited U.S. presence. It has three production facilities in the United States.
7 Rosenbauer builds Custom Pumpers, Aerials, and Quints, on two Custom Chassis.
8 Rosenbauer internally sole-sources its Custom Chassis and does not supply them to
9 competing apparatus builders. Rosenbauer does not have the capacity to take on
10 the orders that the REV Group Defendants and Oshkosh Defendants cannot fulfill.

11 92. Sutphen Corporation (“Sutphen”) is a family-owned Fire Apparatus
12 manufacturer, headquartered in Dublin, Ohio. Sutphen has four production
13 facilities. Sutphen manufactures Custom Chassis primarily for internal use in its
14 own apparatuses, as well as Custom Aerials, Custom Pumpers, industrial
15 apparatuses, tankers, and rescue apparatuses. Sutphen is a smaller producer than
16 the REV Group Defendants and Oshkosh Defendants and does not have the
17 capacity to take on the orders that these Defendants cannot fulfill.

18 93. Seagrave Fire Apparatus, LLC (“Seagrave”) is a Fire Apparatus
19 manufacturer headquartered in Clintonville, Wisconsin. Seagrave has two
20 production facilities. Seagrave manufactures Custom Pumpers, Custom Aerials,
21 and rescue apparatuses. Seagrave also manufactures Custom Chassis, but only for
22 internal use. Seagrave does not have the capacity to take on the orders that the
23 REV Group Defendants and Oshkosh Defendants cannot fulfill.

24 94. HME Ahrens-Fox (“HME”) is a family-owned Fire Apparatus
25 manufacturer, with one location, in Wyoming, Michigan. HME manufactures
26 Custom Pumpers, tankers, wildland, and rescue trucks. HME does not manufacture
27 Custom Quints or Custom Aerials. While HME predominantly uses its Custom
28 Chassis for its own builds, it also supplies Custom Chassis to competing apparatus

1 builders. HME, Sutphen, and the Spartan ER Entities are the only manufacturers
2 that supply Custom Chassis to competitors. HME does not have the capacity to
3 take on the orders that the REV Group Defendants and Oshkosh Defendants cannot
4 fulfill.

5 95. US Fire Apparatus (“US Fire”) is a small Fire Apparatus
6 manufacturer, with one location, in Holden, Louisiana. US Fire manufactures
7 Custom Pumpers, commercial pumpers, commercial tankers, and rescue
8 apparatuses. US Fire does not manufacture Custom Aerials or Custom Quints. US
9 Fire manufactures its own Custom Chassis but generally does not supply them to
10 competing apparatus builders. US Fire’s servicing operations are focused on
11 Louisiana and Southern and Central Mississippi. US Fire does not have the
12 capacity to take on the orders that the REV Group Defendants and Oshkosh
13 Defendants cannot fulfill.

14 96. These seven entities—the REV Group Defendants; the Oshkosh
15 Defendants; Rosenbauer; Sutphen; Seagrave; HME; and US Fire Apparatus—are
16 the only seven independent organizations that both manufacture the Custom
17 Chassis essential to Custom Apparatuses, and build Custom Apparatuses.
18 Moreover, only three of them—REV Group’s Spartan ER Entities, Sutphen, and
19 HME—supply Custom Chassis to competing specialized apparatus builders, and
20 only the REV Group’s Spartan ER Entities supply them in meaningful numbers.
21 Therefore, the REV Group, through the Spartan ER Entities, effectively controls
22 the competitiveness of rival, non-vertically integrated builders’ products. This
23 means that, with a flip of the switch—a decision to stop supplying to
24 competitors—REV Group, through the Spartan ER Entities, could put competing
25 builders who do not manufacture their own Custom Chassis out of business in the
26 relevant Custom Apparatus markets.

27 97. Other Custom Fire Apparatus builders—e.g., Custom Fire Apparatus,
28 Marion, Toyne Fire Apparatus—supply varying quantities of these Custom

1 Apparatuses and primarily rely on REV Group’s Spartan Entities and to a much
2 lesser degree on HME to source Custom Chassis for the Custom Apparatuses they
3 build. Sutphen supplies a handful of Custom Chassis annually to SVI Fire Trucks.

4 ***D. Other Fire Apparatuses and Their Builders***

5 98. Custom Pumpers, Custom Aerials, and Custom Quints are three
6 specific examples of Fire Apparatuses, which include all Automotive Fire
7 Apparatuses and Wildland Fire Apparatuses as specified by NFPA Standard 1900,
8 including apparatuses built on Custom Chassis as well as commercial chassis.

9 Figure 7 below depicts an example of a Fire Apparatus beyond Custom Pumpers,
10 Custom Aerials, and Custom Quints—a REV Group (E-ONE) commercial tanker:



17 **Figure 7**

18 99. In particular, Wildland Fire Apparatuses are vehicles utilized by fire
19 departments located in environments with rugged and otherwise difficult-to-
20 traverse terrain, where a regular Fire Apparatus may have difficulty maneuvering.
21 For example, Pierce manufactures a “BX™ Wildland” which it describes as
22 follows: “The air ride cab comfortably fits 5 personnel. The stainless-steel body
23 integrates full-depth left side compartments, 6 standard fender compartments,
24 lowered compartment doors for better ergonomics and large undercab
25 compartments. Departments can expect aluminum hosebed covers, integrated hatch
26 compartments with top and rear access, flush-mounted hinged body doors, fully
27 enclosed low height ladder storage and dedicated dry storage areas for more
28 extensive deployment. Standards include a 70-gallon fuel tank, bumper extension

1 with left/right/center hose trays featuring aluminum lids, 2 bumper outlets, a
2 hydraulic auxiliary pump for true pump-and-roll and a powerful Husky™ foam
3 system with hose reel.” Figure 8 shows an image of Pierce’s BX™ Wildland:



12 Figure 8

13 100. A small group of manufacturers build apparatuses within the Wildland
14 Fire Apparatus and broader Fire Apparatus markets, which have also been the
15 target of Defendants’ roll-up schemes. Boise Mobile Equipment and its subsidiary
16 BME Fire Trucks are the largest specialized Wildland Fire Apparatus builder. Other
17 manufacturers in the Wildland or broader Fire Apparatus markets include E-ONE,
18 Ferrara, KME, the Spartan ER Entities, Pierce, and Maxi-Métal. Accordingly,
19 Defendants’ roll-ups and combinations have contributed to substantial
20 consolidation not only in the Custom Apparatus and Custom Chassis markets but
21 also in the Wildland Fire Apparatus and Fire Apparatus markets.

22 ***E. The Oshkosh Defendants’ Control Over Their Dealer Network and***
23 ***Their Purchase-and-Sale Transactions with Customers***

24 101. In addition to the Oshkosh Defendants’ apparatus manufacturing
25 operations, the Oshkosh Defendants have established what Oshkosh describes as
26 “the largest North American fire apparatus distribution network”—namely, the
27 Pierce dealer network, through which Pierce, Maxi-Métal, and—since their
28 acquisition in 2021—the BME Defendants’ Fire Apparatuses are exclusively

1 distributed.⁴ The extensive Pierce dealer network offers apparatus sales and service
2 to customers in all 50 states. Within the geographical regions they cover, Pierce
3 dealers operate as the exclusive dealers for the sale of custom and commercial Fire
4 Apparatuses manufactured by Pierce, Maxi-Métal, and the BME Defendants.

5 102. Over time, the Oshkosh Defendants have consolidated many Pierce
6 dealers, eliminating dealers near many customers and forcing them to travel farther
7 for Pierce-authorized service. Notably, despite not being named as a party to the
8 transactions, Pierce has announced each of these consolidations in its own press
9 releases on its own website, highlighting the centrality of Pierce’s dealer network
10 to the Oshkosh Defendants’ business model and the control over that network that
11 they exert. As Oshkosh explained to its investors in 2025 just a week before it
12 announced one of the consolidations, Oshkosh’s “[c]omprehensive dealer network
13 with an extensive service footprint” represents a key “[c]ompetitive advantage”
14 for the company.

15 103. The Oshkosh Defendants and BME Defendants exercise significant
16 control over their hand-picked exclusive dealers and are effectively the
17 counterparty to customers’ purchases of their apparatuses through Pierce dealers.
18 They set the prices at which their dealers sell their apparatuses, determining
19 modifications to those prices after apparatuses are purchased, managing
20 communications between their dealers and customers, and negotiating and dealing
21 directly with customers. Essentially, the Oshkosh and BME Defendants’ dealers
22 (dealers in the Pierce exclusive dealer network) act as their conduits to facilitate
23 their dealings with their customers.

24 104. For example, one or more Oshkosh Defendants is identified as the
25 relevant “vendor” of its Fire Apparatuses in its contracts with co-ops such as
26

27 ⁴ Before the Oshkosh Defendants acquired an ownership interest in the BME
28 Defendants, Boise Mobile generally sold its apparatuses direct to customers.

1 Sourcewell, NASPO ValuePoint, and HGAC,⁵ as well as in its contracts and in the
2 addenda to its contracts with some customers.

3 105. Moreover, while dealers may act as the Oshkosh Defendants' and
4 BME Defendants' representatives with customers, it is Pierce, Maxi-Métal, and the
5 BME Defendants that set the prices customers like the City pay. For instance,
6 Pierce's co-op contracts indicate that Pierce—and not its dealers—set the “not-to-
7 exceed” prices that municipalities pay.

8 106. For example, Pierce's Supplier contract with Sourcewell to supply
9 Fire Apparatuses to participating entities provides, “All Equipment, Products, or
10 Services under this Contract will be priced at or below the price stated in
11 Supplier's Proposal. When providing pricing quotes to Participating Entities [i.e.,
12 end-purchasers like the City], all pricing quoted must reflect a Participating
13 Entity's total cost of acquisition. This means that the quoted cost is for delivered
14 Equipment, Products, and Services that are operational for their intended purpose,
15 and includes all costs to the Participating Entity's requested delivery location.”

16 107. As another example, as one Pierce dealer explained in a letter to a
17 prospective client, the dealer, on behalf of Pierce, would be offering the
18 municipality an “HGAC quoted price” and “since the terms of the agreement have
19 already been negotiated . . . there is no need for a separate contract.” That is, while
20 Pierce, the vendor, set the price through its negotiations with HGAC, the dealer's
21 role was merely to help the municipality “coordinate all paperwork with the
22 manufacturer to start the order.”

23 108. Not only are the Oshkosh and BME Defendants responsible for setting
24 the initial price that municipalities agree to pay for their Fire Apparatuses, but they
25

26
27 ⁵ Sourcewell, NASPO ValuePoint, and HGAC are examples of important
28 competitive bid-sourcing agents responsible for soliciting, collecting, and
evaluating bids for many public entities' fire equipment purchases.

1 also retain the ability to change the price the customer pays, even after they accept
2 the order or are awarded the contract.

3 109. Pierce dealers' contracts with some customers contain price
4 adjustment clauses stating, "If the Producer Price Index of Components for
5 Manufacturing . . . has increased at a compounded annual growth rate of 5.0% or
6 more between the month *Pierce* accepts the order ('Order Month') and a month 14
7 months prior to the then predicted Ready For Pickup date ('Evaluation Month'),
8 then pricing may be updated in an amount equal to the increase in PPI over 5.0%
9 for each year or fractional year between the Order Month and the Evaluation
10 Month" (emphasis added). As this language makes clear, the dealer stands between
11 the Defendant builder (here, *Pierce*) and the customer as a conduit, with *Pierce*
12 accepting the order, setting the terms, and dictating changes in terms to hedge the
13 ultimate risk that the Defendant builder (not the dealer) bears on the purchase.
14 Indeed, in certain instances, *Pierce* (as vendor) and the customer enter directly into
15 a Master Price Agreement that can be then subject to unilateral amendment only by
16 *Pierce* and the customer.

17 110. Finally, the Oshkosh and BME Defendants exercise control over
18 aspects of a municipality's purchase order even beyond price. For example, *Pierce*
19 makes clear that its team "reviews every aspect of [an] order to confirm all
20 specifications, pricing and terms" In addition, *Pierce*, and not its dealers, is
21 the main point of contact in its co-op contracts, which is why *Pierce*'s Sourcewell
22 contract lists *Pierce*'s Executive Vice President of its Fire and Emergency Segment
23 and its Sales Operations Manager as the Authorized Representative and Primary
24 Contact, and the Sourcewell RFP (to which *Pierce* responded to win its contract
25 with Sourcewell) specifies that the winning vendor (*Pierce*) "will be the primary
26 source of communication with" purchasers (like the City) about the purchase.

27 111. At the same time, the Oshkosh and BME Defendants provide
28 extensive benefits to their dealers, which render the dealers allies in their schemes

1 and remove all incentive those dealers otherwise may have to push back or initiate
2 legal action based on Defendants' anticompetitive conduct. Indeed, Fire Apparatus
3 dealers—whether dealing in Defendants' apparatuses or the apparatuses of
4 competing builders who, as a result of Defendants' anticompetitive conduct, have
5 also been able to raise prices above competitive levels—have generally benefitted
6 from these builders' price increases, as a higher price generally translates directly
7 into a greater profit for the dealer.

8 112. Being a dealer for the Oshkosh and BME Defendants confers a
9 number of benefits. Dealers are given exclusive rights to sell Pierce, Maxi-Métal,
10 and Boise Mobile Fire Apparatuses to all of the customers in their designated
11 geographic area, as well as the ability to provide all servicing and repair to those
12 customers. As a part of the apparatus purchase process, Pierce gives its dealers the
13 ability to develop lucrative custom service contracts with customers, and they are
14 tasked with managing all warranty issues for customers. Given these benefits,
15 Pierce dealers lack any incentive to take action against the Oshkosh Defendants.

16 113. And the Oshkosh Defendants, in turn, are confident that their dealer
17 network will remain a strong and stable source of revenue for years to come. For
18 example, in its 2024 financial reports, Oshkosh includes the Pierce dealer network
19 as an intangible asset with a \$16.9 million net book value and a 40-year lifespan—
20 meaning, in other words, that Oshkosh considers the Pierce dealer network so
21 reliable that it will contribute directly or indirectly to company cash flows for the
22 next four decades. It is therefore unsurprising that Plaintiff's research yielded no
23 examples of a lawsuit ever filed by a Pierce dealer against Pierce, Oshkosh, or the
24 BME Defendants.

25 **II. Relevant Fire Apparatus and Chassis Markets**

26 ***A. Relevant Product Markets***

27 114. Defendants' acquisition schemes have substantially concentrated,
28 increased their market shares, and tended to create monopolies in several markets,

1 including: (1) the market for Custom Chassis for Custom Apparatuses; (2) the
2 markets for Custom Pumpers, Custom Aerials, and Custom Quints; (3) the
3 Wildland Fire Apparatus market; and (4) the broader Fire Apparatus market (which
4 includes within it the Custom Apparatus and Wildland Fire Apparatus markets).

5 ***1. Custom Chassis Market***

6 115. Custom Chassis are inputs that Fire Apparatus builders use to
7 assemble their Custom Pumpers, Custom Quints, and Custom Aerials. Custom
8 Chassis are designed specifically for Custom Apparatuses.

9 116. While Fire Apparatus purchasers like the City do not purchase Custom
10 Chassis as standalone parts from Fire Apparatus builders, they do purchase Custom
11 Chassis from Fire Apparatus Builders as a part of the completed Custom
12 Apparatus. For example, when a customer purchases a Custom Fire Apparatus
13 from Pierce, the purchase price reflects the price to build the entire apparatus,
14 including the cost to Pierce to manufacture the Custom Chassis on which the
15 apparatus is built. When a customer purchases a Fire Apparatus from a Fire
16 Apparatus builder that does not manufacture its own Custom Chassis, the purchase
17 price reflects the price to build the entire apparatus, including the price the builder
18 paid (e.g., to a Spartan Entity) for the Custom Chassis on which the apparatus is
19 built. The REV Group Defendants' consolidation of manufacturers of Custom
20 Chassis has therefore impacted the competitive conditions under which apparatus
21 customers like the City purchase Custom Fire Apparatus.

22 117. Custom Chassis are not interchangeable with commercial chassis, as
23 various distinct characteristics meet the particular demands of each fire
24 department.

25 118. A Custom Chassis allows the front axle to be placed farther back than
26 a commercial chassis allows, reducing the apparatus's turning radius and
27 promoting maneuverability in urban or other complex environments.
28

1 119. Custom Chassis air intakes are designed to operate in environments
2 where intense heat and embers are present, making them safer and otherwise more
3 suitable than commercial chassis to operate in fire emergency environments.

4 120. Whereas commercial chassis often rely on airflow while driving to
5 cool batteries and electrical components, Custom Chassis are specially designed to
6 prevent overheating when stationary, such as when on scene engaged in
7 firefighting operations.

8 121. Manufactured with heavier, more durable materials, Custom Chassis
9 typically offer superior structural integrity and safety features, providing greater
10 protection for firefighters from rollovers, collisions, or falling objects. This
11 increased durability also expands the lifespan of these chassis in comparison to
12 commercial chassis.

13 122. Custom Chassis generally offer more cab space than commercial
14 chassis, with increased room for heads, legs, hips, and elbows, as well as
15 floorspace and storage space, all enabling the apparatus to carry more personnel
16 and equipment more safely and comfortably.

17 123. Custom Chassis generally include larger, single-piece windshields and
18 specially designed dashboards and mirrors, which maximize and otherwise
19 improve visibility for drivers and officers.

20 124. Custom Chassis allow for adjustments to the size, height, and other
21 characteristics of the cab steps to make ingress and egress easier and safer for
22 personnel compared to a commercial chassis.

23 125. By contrast, commercial chassis are generally constructed with lighter
24 formed metals and fiberglass, rendering them less durable than Custom Chassis,
25 which are generally constructed exclusively from thicker aluminum or stainless
26 steel.

27 126. Prices for Custom Chassis are typically higher than prices for
28 commercial chassis. Although prices of specific chassis can vary, the least

1 expensive Custom Chassis tend to be more expensive than even high-end
2 commercial chassis. In general, Custom Chassis are roughly twice as expensive as
3 commercial chassis.

4 127. These higher prices are reflective of the added value Custom Chassis
5 provide and the fact that they are not viewed as interchangeable by customers.

6 128. Custom Chassis are produced exclusively by a limited set of Fire
7 Apparatus manufacturers, including Defendants, in facilities specialized for
8 Custom Chassis or Fire Apparatus manufacture. In contrast, while very large
9 automotive manufacturers such as Ford and Daimler manufacture hundreds of
10 thousands of commercial chassis that are used for many end-use cases such as
11 ambulances, emergency vehicles, and Fire Apparatuses, none of these commercial
12 chassis producers manufacture Custom Chassis.

13 129. Industry participants such as the National Fire Protection Association,
14 as well as fire departments and manufacturers—including Defendants—recognize
15 Custom Chassis as distinct products. For example, Pierce markets its Custom
16 Chassis as a category distinct from commercial chassis used for building Fire
17 Apparatuses. REV Group evaluates its market share using Custom Chassis as
18 distinguished from commercial chassis, and distinguishes between Fire
19 Apparatuses built on Custom Chassis versus commercial chassis in its public-
20 facing materials. The NFPA states that whether a purchaser wants a commercial or
21 custom chassis is one of the first things it should decide during the procurement
22 process.

23 130. The Hypothetical Monopolist Test (“HMT”) is a method that courts
24 and federal agencies use to assist in determining relevant antitrust markets. The
25 HMT evaluates whether a hypothetical monopolist of a group of products likely
26 would undertake at least a small but significant and non-transitory increase in price
27 (“SSNIP”) or other worsening of terms for at least one product in the group. If a
28

1 hypothetical monopolist could profitably impose such a price increase or other
2 worsening of terms, that candidate market is a valid market for antitrust analysis.

3 131. As indicated by the facts set forth above, a hypothetical monopolist of
4 Custom Chassis could profitably impose a small but significant and non-transitory
5 increase in the price of Custom Chassis.

6 132. The producers in the relevant market to manufacture Custom Chassis
7 for Custom Pumpers, Custom Aerials, and Custom Quints include the REV Group
8 Defendants, Pierce, Rosenbauer, Sutphen, Seagrave, HME, and US Fire Apparatus.

9 133. Where participants in the relevant markets to build and sell Custom
10 Pumpers, Custom Aerials, and Custom Quints do not manufacture the chassis
11 themselves, they source the chassis from a manufacturer of Custom Chassis—and
12 almost exclusively from the Spartan ER Entities, the primary manufacturer of
13 Custom Chassis for supply to competing Fire Apparatus builders.

14 ***2. Markets for Custom Pumpers, Custom Aerials, and Custom*** 15 ***Quints***

16 134. There are three main types of Custom Apparatuses: Custom Pumpers,
17 Custom Aerials, and Custom Quints. Each of these Custom Apparatuses serves
18 distinct firefighting purposes and is not reasonably interchangeable with the other
19 types in the eyes of customers.

20 135. Custom Pumpers are vehicles with a permanently mounted fire pump
21 of at least 750 gallons per minute (or 3,000 liters per minute) capacity, water tank,
22 and hose body whose primary purpose is to combat structural and associated fires.

23 136. Custom Aerials are vehicles equipped with an aerial ladder, elevating
24 platform, or water tower that is designed and equipped to support firefighting and
25 rescue operations by positioning personnel, handling materials, providing
26 continued egress, or discharging water at positions elevated from the ground.

27 137. Custom Quints are vehicles with a permanently mounted fire pump, a
28 water tank, a hose storage area, an aerial ladder or elevating platform with a

1 permanently mounted waterway, and a complement of ground ladders. Quints are
2 used when a fire department, due to space or personnel limitations, can only deploy
3 one apparatus, and that apparatus must be able to perform the functions of both an
4 aerial and a pumper.

5 138. These apparatuses all have specific characteristics set out by NFPA
6 Standard 1900.

7 139. Each of these apparatuses serves a unique function. For example, a
8 Custom Pumper cannot be used to extinguish a fire in a high-rise building because
9 it lacks an elevated platform like a Custom Aerial.

10 140. NFPA 1900 sets out the standard characteristics of a given Custom
11 Apparatus necessary to support such unique functions, and this and other related
12 NFPA standards are in turn incorporated into the laws and regulations of state and
13 local governments.

14 141. For example, New Jersey Administrative Code section 12:100-10.15
15 requires compliance with specific NFPA standards for Fire Apparatuses purchased
16 after a certain date.

17 142. Defendants recognize that Custom Apparatuses occupy a distinct
18 market and highlight their own Custom Apparatuses on their websites. For
19 instance, Pierce says of its Custom Pumpers, “At Pierce, we understand that every
20 second on the job counts and we tailor customization to match your requirements.
21 The Pierce pumper body has a variety of body lengths available to provide
22 flexibility. Customers select the body that is right for them to meet the demanding
23 needs of the truck on scene.” Similarly, the Spartan ER Entities advertise their
24 “Side Mount Custom Pumpers,” “Top Mount Custom Pumpers,” “Enclosed Top
25 Mount Custom Pumpers” and “Rear Mount Custom Pumpers.” Maxi-Métal has a
26 “Fire Apparatus” section of its website, with distinct subheadings for “MAXI
27 Saber Custom-Chassis” and “Commercial chassis apparatus.” Fire departments
28

1 similarly recognize Custom Apparatuses as being distinct from other Fire
2 Apparatuses.

3 143. Custom Apparatuses have distinct customers. Most fire departments
4 require bespoke Fire Apparatuses to meet the specific needs of their regions. These
5 specific needs are based on the environments they serve—for example, a crowded
6 urban area with narrow streets, or a mountainous region with significant snowfall.
7 Generally, these specific needs are met by the distinct characteristics offered by
8 Custom Pumpers, Custom Aerials, and Custom Quints. When prices rise, fire
9 departments—public entities using taxpayer dollars to purchase their Custom
10 Apparatuses—generally have no reasonable substitutes to which to turn.

11 144. A majority of Fire Apparatuses sold in the United States are Custom
12 Apparatuses. Indeed, certain Fire Apparatuses such as aerials and quints are almost
13 exclusively Custom Aerials and Custom Quints built on Custom Chassis, since
14 among other things the height and other configurations of ladders and platforms
15 must meet the specific needs of the environment.

16 145. Custom Apparatuses have distinct vendors—namely, a small set of
17 Custom Apparatus builders that bid to and ultimately design and manufacture
18 Custom Pumpers, Custom Aerials, and Custom Quints, in specialized facilities.

19 146. Custom Apparatuses are significantly more expensive than
20 commercial apparatuses because they are built on Custom Chassis and use other
21 customized parts.

22 147. Although prices of specific Custom Apparatuses can vary, the least
23 expensive Custom Apparatuses tend to be more expensive than high-end
24 commercial apparatuses. For instance, Custom Pumpers generally cost several
25 hundreds of thousands of dollars more than commercial pumpers. These higher
26 prices are reflective of the added value Custom Apparatuses provide to customers.

27 148. Other types of Fire Apparatus, such as Initial Attack Fire Apparatus
28 and Mobile Water Supply Fire Apparatus, as well as pumpers that are built on

1 commercial chassis, are not in the Custom Pumper, Custom Aerial, and Custom
2 Quint markets. These apparatuses are generally built on commercial chassis
3 manufactured by suppliers like Ford and Daimler, required to meet less demanding
4 industry standards, and primarily designed for ancillary firefighting functions such
5 as rapid response, the provision of auxiliary water supply, and command and
6 control operations. Additionally, these types of vehicles are sold by a broader set of
7 manufacturers under different competitive conditions.

8 149. Although Custom Pumpers, Custom Aerials, and Custom Quints
9 represent distinct markets, the competitive conditions in these markets are
10 nonetheless substantially similar. Each vehicle is built on a Custom Chassis that
11 must meet strict industry standards and designed to fulfill complex and specialized
12 firefighting operations. Each vehicle is more expensive than the commercial
13 equivalent or has no such equivalent. And each vehicle is primarily manufactured
14 by the same set of companies in similar facilities with similar sets of customers.

15 150. A hypothetical monopolist of Custom Pumpers, Custom Aerials, or
16 Custom Quints could profitably impose a small but significant and non-transitory
17 increase in the price of at least one product in each such group of products.

18 ***3. Wildland Fire Apparatus Market***

19 151. The market to build and supply apparatuses that qualify as Wildland
20 Fire Apparatuses under the NFPA Standards—“[f]ire apparatus primarily used for
21 wildland fire response”—is a distinct relevant product market, as recognized by the
22 NFPA, Defendants, and other industry participants. The apparatuses in this market
23 include Wildland Fire Suppression Apparatuses, Wildland Mobile Water Supply
24 Apparatuses, and Wildland Crew Carrier Apparatuses as specified by NFPA
25 Standard 1900.

26 152. The Wildland Fire Apparatus Market has specialized vendors. The
27 BME Defendants are a leading supplier of Wildland Fire Apparatuses in the United
28 States. Popular BME apparatuses include BME’s Model 34 (a Type 3 apparatus),

1 Tactical Tender, and Type 6 Xtreme. Other suppliers include Pierce, REV Group
2 (through its subsidiaries the Spartan ER Entities, KME, Ferrara, and E-ONE),
3 HME Ahrens-Fox, Rosenbauer, SVI Trucks, and Toyne.

4 153. These builders market their Wildland Fire Apparatuses as a distinct
5 category of apparatus on their websites and in their marketing materials. For
6 example, REV Group subsidiary KME explains that “off-road is a specialized
7 environment requiring specialized features. Features like heavy duty subframes to
8 keep the body strong, flexible mounting systems to allow the body to move
9 independently from the chassis or true pump-and-roll to allow a strong, steady fire
10 attack while the truck moves at whatever speed the operator desires.”

11 154. REV Group subsidiary Ferrara explains: “Designed with off-road
12 capability, compact maneuverability, and powerful pump-and-roll performance,
13 [Wildland Fire Apparatus] deliver rapid response and dependable water supply
14 where traditional apparatus can’t go.” One Wildland Fire Apparatus dealer
15 explains: “Space-saving measures, ergonomics, and safety considerations are
16 integral in the design of these rugged and compact trucks. Wildland vehicles are
17 built tough to get crews and equipment through the rough off-road terrain that is
18 impassable by other apparatus.”

19 155. Indeed, NFPA maintains comprehensive standards an apparatus must
20 meet to qualify as a Wildland Fire Suppression Apparatus, Wildland Mobile Water
21 Supply Apparatus, and Wildland Crew Carrier Apparatus. For example, for
22 Wildland Fire Suppression Apparatus, the gross vehicle weight rating (“GVWR”)
23 must be at least 10,001 pounds; the fire suppression fluid tank capacity must be at
24 least 150 gallons; the equipment storage compartment capacity must be 20 cubic
25 feet on a vehicle with a 10,001-14,000 pound GVWR, 50 cubic feet on a vehicle
26 with a 14,001-26,000 pound GVWR, and 75 cubic feet on a vehicle with an over
27 26,000 pound GVWR. All Wildland Fire Apparatuses must be capable of
28 maneuvering across a 20% grade and up and down a 25% grade; must remain

1 stable in both directions when tested on a tilt table; and the calculated or measured
 2 vertical center of gravity divided by the rear axle track width must not exceed the
 3 criteria shown in Figure 9 below:

4 **Table 7.14.3.1 Rollover Stability Requirements**

5	Vehicle	Tilt Criteria (degrees)	VCG/Track (percentage)
6	Wildland fire apparatus	30	75
7	≤33,000 lb (15,000 kg) GVWR		
8	Wildland fire apparatus	27	80
9	>33,000 lb (15,000 kg) GVWR		
10	Structural fire apparatus not equipped with a stability control system	26.5	80

11 **Figure 9**

12 156. As stated, the participants in the Wildland Fire Apparatus market
 13 recognize it as a distinct market. Pierce itself describes its acquisition of an
 14 ownership interest in the BME Defendants, a Wildland Fire Apparatus
 15 manufacturer, as impacting “the wildland market.”

16 157. Wildland Fire Apparatuses also have distinct customers—namely, fire
 17 departments located in environments with rugged and otherwise difficult-to-
 18 traverse terrain, where a regular Fire Apparatus will have difficulty maneuvering.

19 158. Although there are distinct markets within the broader Wildland Fire
 20 Apparatus market (e.g., the markets for Type 3 versus Type 6 Wildland Fire
 21 Apparatuses), and although each distinct apparatus serves a specific need that
 22 cannot be easily fulfilled by other types of apparatuses within this market, the
 23 competitive conditions for the manufacture and sale of each distinct type of
 24 Wildland Fire Apparatus are similar enough to allow for analyzing the competitive
 25 conditions for all Wildland Fire Apparatuses together. Each Wildland Fire
 26 Apparatus must meet strict industry standards for Wildland Fire Apparatuses. Each
 27 is purpose-built to meet the demands of the most challenging off-road and wildland
 28 firefighting environments, such as navigating tight trails and responding in remote

1 terrain without a proximate water source. And each is primarily manufactured by
2 the same set of companies in similar facilities with similar sets of customers. For
3 these and other reasons discussed herein, Wildland Fire Apparatuses are not
4 reasonably interchangeable with other Fire Apparatuses. A hypothetical monopolist
5 of each type of Wildland Fire Apparatus, and of all Wildland Fire Apparatuses,
6 could profitably impose a small but significant, non-transitory increase in the price
7 of at least one product in each such group of products.

8 ***4. Fire Apparatus Market***

9 159. Where distinct product markets exist within a broader economically
10 integrated market, anticompetitive effects may be assessed at the level of those
11 product markets as well as the larger market in which the product markets reside in
12 an amalgamated fashion. Here, the foregoing markets for Custom Pumpers,
13 Custom Aerials, Custom Quints, and Wildland Fire Apparatuses, along with
14 commercial pumpers and other fire apparatuses built on custom and commercial
15 chassis, together comprise a broader market to build fire apparatuses (the “Fire
16 Apparatus” market). Specifically, this market is comprised of all of the apparatuses
17 identified by the NFPA as meeting NFPA Standard 1900 for (1) “Automotive Fire
18 Apparatus”—“vehicle[s] designed to be used under emergency conditions to
19 transport personnel and equipment or to support the suppression of fires or
20 mitigation of other hazardous situations”—and (2) Wildland Fire Apparatuses.

21 160. This broader Fire Apparatus market, which includes constituent
22 antitrust markets for Custom and Wildfire Apparatuses and other products, is itself
23 a relevant antitrust market because it contains products that are grouped together as
24 meeting the same NFPA standards and are typically offered or marketed together
25 by the same sellers, fire apparatus manufacturers, to the same set of buyers, local
26 fire departments. That is, the industry recognizes Automotive Fire Apparatuses and
27 Wildland Fire Apparatuses as “Fire Apparatus” for which minimum standards are
28 necessary to enable fire departments to protect the public safety and their

1 firefighting personnel, and there is a distinct set of manufacturers that market
2 themselves as building and supplying “Fire Apparatus” to fire departments.

3 161. Thus, although there are distinct apparatus markets within the broader
4 Fire Apparatus market (e.g., the markets for commercial pumpers versus
5 commercial tankers), and although each distinct apparatus type serves a specific
6 need that cannot be easily fulfilled by other types of apparatuses within this
7 market, the competitive conditions for the manufacture and sale of Fire
8 Apparatuses in this broad market are similar enough to allow for analyzing the
9 competitive conditions for this broad group of products together.

10 162. Each Fire Apparatus must meet strict industry standards for Fire
11 Apparatuses. Each is purpose-built to respond to fires. Each is primarily
12 manufactured by the same set of companies in similar facilities with similar sets of
13 customers. For these and other reasons alleged herein, other kinds of apparatuses
14 and trucks—for example, emergency vehicles and commercial infrastructure
15 vehicles like terminal trucks and street sweepers, or fire trucks that do not meet
16 NFPA Standard 1900—are not reasonably interchangeable with Fire Apparatuses,
17 because these other apparatuses and trucks are not sufficiently designed and built
18 to respond to fires in emergency conditions. Indeed, NFPA Standard 1900 specifies
19 numerous standards that “Fire Apparatus” must meet to qualify as such.

20 163. As mentioned, a hypothetical monopolist of Custom Pumpers, Custom
21 Aerials, Custom Quints, and Wildland Fire Apparatuses could profitably impose a
22 small but significant, non-transitory increase in the price of at least one product in
23 each such group of products. In addition, a hypothetical monopolist of each other
24 type of Fire Apparatus, and of all Fire Apparatuses together, could also profitably
25 impose a small but significant, non-transitory increase in the price of at least one
26 product in each such group of products, because in response to such a price
27 increase, an insufficient number of purchasers (predominantly fire departments)
28

1 would switch to purchasing other kinds of vehicles so as to make the price increase
2 unprofitable.

3 ***B. Geographic Scope of Relevant Markets***

4 164. The geographic scope of the relevant markets for Custom Chassis,
5 Custom Pumpers, Custom Quints, Custom Aerials, Wildland Fire Apparatuses, and
6 Fire Apparatuses for purposes of this action is the United States.

7 165. Purchasers of new Custom Chassis, Custom Pumpers, Custom
8 Aerials, Custom Quints, Wildland Fire Apparatuses, and other Fire Apparatuses in
9 the United States cannot reasonably, and generally do not, turn to manufacturers
10 without a domestic dealer presence in the United States to source these
11 apparatuses. Manufacturers of these apparatuses outside the United States cannot
12 reasonably, and generally do not, sell these apparatuses to purchasers in the United
13 States without an established domestic dealer presence.

14 166. A key limitation on the ability of localities to import Fire Apparatuses
15 from outside the United States is the mismatch between NFPA standards for Fire
16 Apparatuses, which are largely adopted by localities in the United States and
17 Canada, and non-NFPA standards that exist for fire apparatuses outside the United
18 States.

19 167. For example, while a vast majority of fire departments in the United
20 States and Canada have accepted baseline standards for Automotive Fire Apparatus
21 and Wildland Fire Apparatus, known as NFPA 1900 (what one industry publication
22 has called the “bible of fire apparatus purchasing” in the United States), countries
23 in Europe and other continents set standards on a country-by-country basis. Non-
24 U.S. models and NFPA-approved models can differ in overall dimensions,
25 compartment layouts, crew areas, and pump configurations. This means that a vast
26 majority of fire apparatuses that might meet a particular country’s standards
27 outside the United States would not meet the standard of a U.S. locality like the
28 City.

1 168. This explains why a Fire Apparatus manufacturer like Rosenbauer is
2 explicit that it “produces all types of firefighting vehicles to both European and US
3 standards,” noting that “[t]hese two firefighting worlds differ greatly.” As one
4 example, Rosenbauer notes that in localities governed by the NFPA, like the
5 United States, “[e]ver-larger firefighting pumps” are required, which is contrary to
6 the European goal of “put[ing] out a fire with as little water as possible” to
7 minimize secondary damage to historical buildings in tight urban settings. As a
8 result, Rosenbauer relies on its United States-based plants to supply North America
9 with compliant trucks, including from its Lyons plant in South Dakota. At the same
10 time, this is why one industry publication has commented that “exports of
11 American aerial devices to Europe are virtually nonexistent.”

12 169. Another difference between apparatuses purchased in versus outside
13 of the United States is the dimensions of the apparatuses themselves. For example,
14 a then-Vice President of E-ONE explained that the “European apparatus is shorter,
15 narrower, and tighter in design than what we see [in the United States where]
16 we usually have larger, wider roads and highways, so we don’t need the tighter
17 designs in most cases.”

18 170. The United States is the relevant geographic market for the Custom
19 Chassis markets for similar reasons. Purchasers of Custom Chassis in the United
20 States cannot reasonably, and generally do not, turn to manufacturers outside the
21 United States to source these chassis. Manufacturers of Custom Chassis outside the
22 United States cannot reasonably, and generally do not, sell to purchasers in the
23 United States.

24 171. There are significant differences in the use of Custom Chassis in
25 versus outside of the United States. For example, whereas a majority of fire trucks
26 sold in the United States are built with Custom Chassis, “[o]utside North America,
27 there are very few custom fire apparatus chassis,” and, instead, most fire
28 apparatuses “are what could be defined as ‘commercially available trucks’ adapted

1 for fire apparatus use.” As one industry publication has explained, “[a] typical
2 pumper in Europe is built on a commercial chassis and has high compartmentation
3 with highly organized interior spaces.” A one-time national sales manager for
4 Rosenbauer echoed this sentiment, noting that “in Europe, about 95% of chassis
5 are commercial.”

6 172. In addition, NFPA 1900 sets out specific guidelines for Custom
7 Chassis manufacture which do not apply outside the United States. In fact, one
8 major European industry standard explains that fire apparatuses “normally use a
9 commercial chassis-cab.”

10 173. Although NFPA standards for Fire Apparatuses are largely adopted by
11 localities both in the United States and Canada, in practice, localities are limited in
12 their ability to self-import fire apparatuses from Canada if the Canadian
13 manufacturer lacks a meaningful retailing presence in the United States.

14 174. Without such domestic presence, localities generally will find it
15 challenging to self-import the apparatuses into the United States and thus, will lack
16 a reliable option to service and repair the apparatuses, especially during the initial
17 warranty period. And typically, almost no customers import Canadian apparatuses
18 into the United States themselves if the apparatus builder does not have a dealer
19 and service presence in the United States to service those imported apparatuses.

20 175. Hence, although fire apparatuses manufactured in Canada may be
21 technically compatible with domestic standards, only those that are manufactured
22 in Canada and retailed in the United States through a permanent and meaningful
23 domestic retailing presence are imports included within the relevant geographic
24 market.

25 176. A hypothetical monopolist of Custom Chassis, Custom Pumpers,
26 Custom Aerials, Custom Quints, Wildland Fire Apparatuses, and Fire Apparatuses
27 sold to customers in the United States could profitably impose a small but
28 significant and non-transitory increase in price of each of these products.

1 ***C. Barriers to Entry and Expansion in the Relevant Markets***

2 177. According to Pierce, “[f]ire truck manufacturing and the planning
3 required to build a fire truck is a detail-oriented, step-by-step process that requires
4 precision, ingenuity and a great deal of expertise.” Among the barriers to entry for
5 manufacturing Fire Apparatuses (including Custom Pumpers, Custom Aerials,
6 Custom Quints, and Wildland Fire Apparatuses) and Custom Chassis are:

- 7
- 8 • The need for tens or hundreds of thousands of square feet of design,
9 manufacturing, and assembly space;
 - 10 • Metal fabrication, including laser technology, turret punches, and water jets
11 to cut sheet metal;
 - 12 • Framing of the metal pieces according to the engineering specifications
13 using a combination of machinery including press brakes and panel bending
14 equipment;
 - 15 • State-of-the-art welding facilities, technology, and experienced and certified
16 professionals;
 - 17 • Facilities, technology, and trained professionals for sanding, chemical
18 cleaning and treatment, surface priming, and painting/coating the apparatus,
19 including electrodeposition coating and galvanization;
 - 20 • Facilities, equipment, technology, and professionals for building the
21 apparatus, including welding, plumbing, assembly, and electrical work.

22 According to Pierce, “one of the most complex and intricate assemblies is
23 the pumphouse—the heart of the truck’s water flow system. This highly
24 option-driven build requires a blend of welding, plumbing, assembly and
25 electrical work, making it one of the most technically demanding aspects of
26 fire truck manufacturing.”

- 27 • Manufacturing of the Custom Chassis and components, “including the sub-
28 assemblies within the frame rails, wheels and axles, engine and transmission,
and the cab.”

- 1 • Final assembly and interior finishing, including mounting the painted body
- 2 and water tank on the chassis, connecting the electrical wiring and plumbing
- 3 systems, and installing any aerial devices;
- 4 • Stringent testing and calibration;
- 5 • Third-party inspection by an NFPA-certified inspector;
- 6 • Skilled personnel that have experience in building Fire Apparatus and
- 7 manufacturing Custom Chassis.

8 178. The standards governing Fire Apparatuses and Custom Chassis are an
9 additional barrier to entry. As mentioned, the NFPA, an organization tasked with
10 composing and disseminating fire safety standards governing everything from
11 quints to fire extinguishers, has published thousands of standards concerning Fire
12 Apparatuses. These standards govern Custom Chassis, vehicle components, crew
13 area, equipment mounting, the pumps, water tanks, foam proportioning systems,
14 air systems, and many other aspects of each apparatus. The standards also specify
15 weight allowances, engine requirements, and pump requirements. While the NFPA
16 standards are not themselves regulations, in practice fire departments are
17 compelled to adhere to them and purchase apparatuses in compliance with them for
18 safety and liability reasons. And as mentioned above, many states and localities
19 have incorporated the NFPA standards into laws and regulations, making them
20 requirements.

21 179. A further barrier to entry is the substantial network of dealers that the
22 well-established apparatus suppliers have amassed over decades. For example,
23 Pierce boasts of “960+ dedicated service professionals,” “100 service centers with
24 24/7/365 response,” “In-house custom refurbishment,” “150+ mobile service unit
25 fleet comes to you,” “Extensive factory inventory,” “Online parts catalog,” and
26 “Certified maintenance & operational training.” And, as noted above, Oshkosh
27 considers the dealer network a valuable intangible asset with a 40-year lifespan.

28

1 180. A further barrier to entry is the steep qualifications required to be
2 included as an authorized supplier to co-ops like Sourcewell and HGAC. As
3 described above, to be considered as a supplier by most public entities who have
4 competitive bid process requirements, a supplier must be a part of a co-op.
5 Otherwise, the purchasing public entity must satisfy lengthy competitive bidding
6 requirements, which it can skip by using a co-op because of its upfront
7 requirements for suppliers to qualify as sellers to participating public entities.

8 181. For example, Sourcewell's 2021 RFP #113021, which requested
9 proposals for Firefighting Apparatuses and Fire Service Vehicles, included the
10 following specifications:

- 11 • Proposers are expected to offer "a wide array of equipment, products,
12 or services."
- 13 • "Safety Requirements. All items proposed must comply with current
14 applicable safety or regulatory standards or codes."
- 15 • "Deviations from industry standards must be identified with an
16 explanation of how the equipment, products, and services will provide
17 equivalent function, coverage, performance, and/or related services."
- 18 • "All equipment, products, supplies, and services must be covered by a
19 warranty that is the industry standard or better."
- 20 • Scoring of proposers' submissions was based on, *inter alia*, "Financial
21 Viability and Marketplace Success," "Service Marketing Plan,"
22 "Warranty Depth," and "Breadth of Offered Equipment, Products, or
23 Services."

24 182. Brand loyalty and other factors favoring incumbent apparatus
25 manufacturers present additional barriers to entry. In announcing the Spartan
26 acquisition, REV Group's then-CEO acknowledged that "fire apparatus tends to be
27 an incumbent business" and that "[f]ire chiefs and fire houses are typically brand
28 loyal, which creates a legacy brand that can be difficult to displace." Fire

1 departments also tend to procure apparatuses from a single source, which allows
2 for consistency of customization across the fleet, facilitating training and
3 maintenance. In addition, many Fire departments strive to have a uniform fleet that
4 allows for greater interoperability and flexibility in deploying department
5 firefighting personnel. Moreover, apparatus demand is driven by a replacement
6 cycle, in which apparatuses are replaced from anywhere between 5 and 30 years.
7 Potential entrants therefore have limited opportunities to win business, and fire
8 departments have significant sunk costs that make it difficult to switch between
9 builders.

10 183. The barriers to entry into Custom Chassis manufacturing are also
11 high. Manufacturing Custom Chassis for Fire Apparatus is a complicated, cost- and
12 regulatory-intensive process that presents unique engineering and financial
13 challenges.

14 184. The NFPA standards lay out detailed requirements for a Custom
15 Chassis' structural integrity (including verification of crash resistance, rollover
16 protection, and related stability metrics), weight distribution, and axle load limits—
17 all of which require sophisticated engineering and testing capabilities.

18 185. Custom Chassis manufacturing also requires a high level of capital
19 investment and fixed costs. The size and required durability of a Custom Chassis
20 means manufacturers need to invest in heavy manufacturing infrastructure for
21 processes that can include large-scale metal fabrication, welding, and painting
22 operations. Potential entrants into this market cannot (like, for example, Pierce
23 does) rely on Oshkosh's financial might to furnish it with a 1.5 million square foot
24 facility, and investments in robotics and precision automation technology, to
25 manufacture their Custom Chassis. Additionally, because custom chassis are
26 produced in much lower volumes than commercial chassis—and, by definition,
27 involve unique and customized components or designs such as increased seating or
28

1 a higher roof—is capital intensive and the per-unit manufacturing cost beyond any
2 initial investment is also higher than it is for commercial chassis.

3 186. Another barrier to entry into the market to manufacture and supply
4 Custom Chassis is the vertical integration of several Custom Chassis
5 manufacturers into Fire Apparatus building, including the Oshkosh Defendants and
6 REV Group Defendants. The Custom Apparatus building businesses of these
7 vertically integrated companies are captive to their Custom Chassis manufacturing
8 businesses, i.e., Pierce does not purchase Custom Chassis from competing
9 manufacturers; it exclusively uses Pierce-manufactured Custom Chassis. This
10 effectively forecloses would-be Custom Chassis manufacturing market entrants
11 from all of the demand represented by these vertically integrated Custom
12 Apparatus builders which dominate the relevant markets.

13 187. In practice the only demand from Custom Apparatus builders
14 available to would-be Custom Chassis manufacturing market entrants is demand
15 from Custom Apparatus builders that do not also manufacture their own Custom
16 Chassis. This constitutes a significant economic barrier to entry in the Custom
17 Chassis manufacturing market, depriving would-be entrants of economies of scale.
18 For example, Pierce knows it can count on the significant demand for its Pierce
19 and Maxi-Métal specialized apparatuses to supply sufficient demand for the
20 Custom Chassis it manufactures for these apparatuses to overcome the high costs
21 of operating in both markets. Indeed, several years before Oshkosh purchased
22 Maxi-Métal, it entered into an exclusive agreement with Maxi-Métal in which
23 Maxi-Métal agreed to sole-source the Pierce Saber Custom Chassis for its
24 MaxiSaber Custom Pumper.

1 **III. Defendants Have Engaged in Anticompetitive Schemes to Harm**
2 **Competition in the Relevant Fire Apparatus and Custom Chassis**
3 **Markets**

4 188. No one is better positioned to appreciate fire departments' need for
5 Fire Apparatuses and the profits to be had from eliminating competition in the
6 relevant markets than the REV Group Defendants, AIP Defendants, Oshkosh
7 Defendants, and BME Defendants.

8 189. Where the family-owned apparatus and chassis manufacturing
9 businesses of the 20th century saw the opportunity to build quality lifesaving
10 products at reasonable prices to serve the public safety, the REV Group Defendants
11 and AIP Defendants, and the Oshkosh Defendants and BME Defendants, saw a
12 profit opportunity. Through a series of acquisitions of apparatus and chassis
13 manufacturers—Oshkosh's purchase of Maxi-Métal and acquisition of an
14 ownership interest in the BME Defendants, and AIP and REV Group's acquisitions
15 of E-ONE, KME, Ferrara, and Spartan Emergency Response—Defendants have
16 consolidated the relevant markets and ballooned their respective market shares,
17 enabling them to dictate the terms on which apparatuses and chassis are purchased
18 and extract hundreds of millions of dollars in value from public entities and
19 taxpayers. Defendants' acquisitions have destroyed any meaningful competition in
20 these markets.

21 ***A. The REV Group Defendants and AIP Defendants' Anticompetitive***
22 ***Conduct***

23 190. In 2008, at the onset of the Great Recession, the AIP Defendants, led
24 by their private equity firm American Industrial Partners, acquired E-ONE,
25 entering a competitive and relatively deconcentrated market that was ripe for
26 consolidation. Fire trucks are a necessity, and demand from municipalities and
27 other public entities is inelastic. When the availability of a well-maintained fire
28

1 truck can be the difference between life and death, the local fire department will
2 continue to buy fire trucks—even after a private equity firm jacks up the price.

3 191. In 2014, the AIP Defendants hired Tim Sullivan as CEO of Allied
4 Specialty Vehicles—REV Group’s former name—and instructed Sullivan that his
5 top priorities should include “[i]dentifying and assisting with the purchase and
6 integration of targeted acquisitions and preparing the Company for a highly
7 successful public exit.” By 2015, the AIP Defendants and the newly rebranded
8 REV Group were accelerating their “roll-up” scheme to consolidate large
9 manufacturers of Custom Apparatuses and Custom Chassis across the United
10 States. On top of its prior ownership of E-ONE, AIP and REV Group added KME
11 in 2016 and Ferrara in 2017, taking two vertically integrated manufacturers of
12 Custom Apparatuses and Custom Chassis off the map.

13 192. In 2020, the AIP Defendants and REV Group swallowed several
14 historic brands at once with their Spartan Emergency Response acquisition, adding
15 Spartan as well as Smeal, Ladder Tower, DTM, and UST to REV Group’s brand
16 portfolio. At the time, Spartan Motors was the third-largest Custom Apparatus
17 manufacturer after Pierce and REV Group. And while E-ONE, KME, Ferrara, and
18 Spartan Motors all manufactured Custom Chassis for use in their Custom
19 Apparatuses, Spartan Motors had a unique and well-established business as the
20 supplier—usually the sole supplier—of Custom Chassis to approximately 40
21 smaller apparatus builders. In its announcement of the acquisition, REV Group
22 boasted that “[t]he newly combined business will further solidify [REV Group’s
23 Fire & Emergency segment] as a top-two North American fire apparatus
24 manufacturer.”

25 193. After its 2020 Spartan acquisition, in September 2021, REV Group
26 announced the closure of the two KME plants in Nesquehoning, Pennsylvania, and
27 Roanoke, Virginia, consolidating the production of Custom Chassis and Custom
28 Pumpers, Custom Aerials, and Custom Quints under the KME and Ferrara brands

1 at the Holden, Louisiana plant. The plant closures affected nearly 400 workers in
2 Nesquehoning and an unknown number in Roanoke. KME delivered the last
3 apparatus produced in its Nesquehoning plant to the fire department of Lehighton,
4 Pennsylvania, in April 2022.

5 194. The consolidation of KME's and Ferrara's manufacturing facilities
6 into a single plant in Holden, Louisiana directly resulted in worse terms for
7 customers. Employees were now tasked with building two different apparatus lines
8 instead of focusing on a single platform. This manufacturing consolidation thus not
9 only slowed production but also negatively impacted overall build quality.
10 Additionally, the consolidation combined existing production backlogs into one
11 facility, significantly extending build times.

12 195. Indeed, while REV Group was closing the factories it acquired, the
13 backlog of orders to its clients grew. As of REV Group's 2025 Q3 earnings call, the
14 backlog of undelivered orders in its fire and emergency vehicles was more than
15 two years. From 2020 to 2024, REV Group's backlog for its segment that includes
16 fire and emergency vehicles grew from \$965 million to a massive \$4.18 billion in
17 undelivered orders.

18 196. Rather than viewing these unfulfilled customer expectations as a
19 problem, REV Group boasted that the backlog benefitted the company by making
20 its demand more predictable and rendering the company an "attractive investment
21 opportunity." REV Group even promoted executive Mike Virnig to President of
22 REV Group because the backlog for Fire Apparatuses had tripled under his tenure
23 in a prior role.

24 197. Beyond the closure of the KME plants in early 2022, the AIP and
25 REV Group Defendants' roll-up scheme has allowed the REV Group Defendants to
26 continue to reduce their operating footprint, their manufacturing capacity, and the
27 repair and replacement services offered to REV Group Fire Apparatus customers.
28 One fire chief in Benton, Arkansas reported that, while he used to be able to call a

1 local contact and get parts for his Ferrara trucks within a day, it took more than 10
2 months to get needed parts from REV Group in 2024.

3 198. Through their roll-up scheme, the AIP and REV Group Defendants
4 also inflated their profits by reducing choice for customers. Before being acquired
5 by REV Group, the acquired companies had developed distinct products and
6 identities that could satisfy fire departments' diverse needs. Those needs are
7 determined by a community's setting, the density of the communities they serve,
8 the mix of residential, commercial, and industrial buildings in those communities,
9 water availability, the topography of the region, the climate, fire department
10 staffing levels, station distribution, available budgets, the preferences of the
11 firefighters themselves, and the type of equipment the apparatus will carry.

12 199. Today, in its investor presentations, REV Group recognizes and touts
13 the value proposition of its differentiated brands. But behind the scenes, the REV
14 Group Defendants have eliminated variations to inflate their margins. For instance,
15 after the 2020 Spartan acquisition, the REV Group Defendants (according to REV
16 Group) "developed an integrated product roadmap across our Fire Group brands to
17 enable platforming and simplification" which would "lead to the standardization of
18 subassemblies[.]" The REV Group Defendants work internally to "converge
19 designs" of the brands they have consolidated. Because the REV Group
20 Defendants know that their customers value the historical differences in the brands
21 they consolidated and maintain brand loyalty, they focus the standardization of
22 their apparatuses on "items not visible" to their customers.

23 200. One REV Group presentation explains this approach in the context of
24 apparatus cab doors. The REV Group Defendants' "convergence" program
25 involves standardizing the internal mechanisms and parts for apparatus cab doors,
26 while maintaining only the superficial appearance of the doors. Other aspects of its
27 apparatuses "not visible" to the customer that the REV Group Defendants have
28 identified to "converge designs" of their brands include engine cooling systems,

1 cab electronics, steering systems, engine emissions systems, axles, brakes, and
2 occupant protection systems like safety belts and airbags.

3 201. Similarly, manufacturers REV Group and the AIP Defendants
4 acquired used to rely on a broad array of Custom Chassis across their apparatuses.
5 But since acquiring Spartan, REV Group has embarked on a program to transition
6 its Fire Apparatuses onto the same lines of Spartan Custom Chassis, despite
7 customers' preference for diversification of options and not to be dependent on a
8 single line of chassis. Building its apparatuses on a limited range of Spartan
9 Custom Chassis has allowed the REV Group and AIP Defendants to capture more
10 of the margin for each truck.

11 202. On top of ordering the closures of the KME plants in September 2021,
12 REV Group's Board of Directors approved a share repurchase program the same
13 month. Having authorized the repurchase of up to \$150 million of outstanding
14 stock, REV Group bought back \$70 million worth of its own stock by the end of
15 fiscal year 2022. In June 2023 and December 2024, despite growing production
16 bottlenecks which warranted additional capital investment to increase
17 manufacturing capacity, the Board repeatedly approved new share repurchase
18 programs, authorizing buybacks worth up to \$175 million and \$250 million
19 respectively. REV Group has bought back at least \$126.1 million worth of shares
20 under these programs, bringing the total spent on buybacks (which effectively line
21 the pockets of its shareholders, including the AIP Defendants and the very
22 shareholder board members who approved the buybacks) since 2021 to nearly
23 \$200 million.

24 203. REV Group has used other mechanisms to extract the fruits of
25 Defendants' unlawful conduct for the AIP Defendants and their investors since
26 executing their roll-up scheme and completing their plant closures in 2022. In
27 fiscal years 2022, 2023, and 2024, REV Group paid a quarterly cash dividend of
28 \$0.05 per share of common stock instead of investing capital in manufacturing

1 capacity. And in fiscal year 2024, REV Group paid a special cash dividend of
2 \$3.00 per share, worth \$178.1 million alone and \$192 million in combination with
3 the quarterly dividends. Nearly \$80 million of it went to American Industrial
4 Partners.

5 204. All in all, REV Group has rewarded investors in its output-
6 suppressing, price-increasing roll-up scheme with at least \$400 million worth of
7 share buybacks and dividends. In March 2024, after collecting their spoils, the AIP
8 Defendants completed two public offerings of their shares in REV Group and
9 exited their position as a beneficial owner and equity sponsor of the firm. These
10 cash-outs equate very simply to hard dollars illegally squeezed out of fire
11 departments, public entities, and taxpayers, and converted to spoils for the AIP
12 Defendants and REV Group shareholders, which they continue to unlawfully hold.

13 205. In October 2025, Terex Corp., a global equipment conglomerate based
14 in Connecticut with annual revenues of \$5.13 billion, agreed to acquire a majority
15 stake in REV Group for \$425 million. The transaction closed on February 2, 2026,
16 and the REV Group Defendants became wholly owned subsidiaries of Terex Corp.

17 ***B. The Oshkosh Defendants' and BME Defendants' Anticompetitive***
18 ***Conduct***

19 206. The Oshkosh Defendants have more recently gotten into the
20 consolidation and roll-up business. Over the last four or five years, Oshkosh
21 acquired Maxi-Métal, and the Oshkosh Defendants acquired an ownership interest
22 in the BME Defendants.

23 207. Maxi-Métal is a leading designer of Custom Fire Apparatuses based in
24 Quebec, Canada. Founded in 1983, Maxi-Métal employs over 90 workers in
25 Canada and is a dominant player in the Canadian fire apparatus markets, claiming
26 to hold a 55% market share in Quebec and approximately 20% across all of
27 Canada.

28

1 208. Maxi-Métal has pioneered custom Fire Apparatus features such as the
2 Paragon™ narrow pumphouse configuration, which it claims is the “first reduced-
3 footprint pumphouse design in North America using a split-shaft pump,” and the
4 Titan™ equipment rack system which it claims can carry up to 750 pounds of
5 equipment on the same side of an apparatus. Maxi-Métal manufactures pumpers,
6 pumper-tankers, tanker-tenders, and rescue-command vehicles built on either
7 commercial chassis or Custom Chassis.

8 209. In 2015, in search of a partner to grow its Canadian business as well
9 as recognizing Maxi-Métal’s apparatus design and manufacturing capabilities
10 generally, Pierce entered into an exclusive partnership with Maxi-Métal. Under the
11 deal, Maxi-Métal began offering Custom Pumpers and Custom Pumper-tanker
12 configurations built on Pierce’s Custom Chassis, and Pierce’s network of Canadian
13 dealers would then market and sell these vehicles on Maxi-Métal’s behalf to fire
14 departments throughout Canada.

15 210. In 2017, buoyed by its success and growth in the Canadian market,
16 Maxi-Métal expanded its sales to the United States. In particular, in February 2018,
17 Maxi-Métal announced that two lines of trucks, ETM pumpers and PIC tankers
18 built on commercial chassis, would be available in the United States under the
19 Contender by Maxi-Métal product name and through the Pierce dealer network.
20 Since this initial entry, Maxi-Métal has supplied Fire Apparatuses to customers
21 across the United States, including Colorado, Utah, Wyoming, New York,
22 Michigan, and West Virginia.

23 211. Oshkosh and Pierce watched carefully as Maxi-Métal made inroads
24 into their incumbent U.S. markets. They knew firsthand the strength and quality of
25 Maxi-Métal’s products and the competitive threat its entry into the U.S. markets
26 posed. So, they acquired it. On June 13, 2022, Oshkosh announced it had
27 completed its acquisition of Maxi-Métal.

28

1 212. Oshkosh was already familiar with deploying consolidation tactics,
2 having made a similar move nine months earlier. On September 16, 2021, Oshkosh
3 subsidiary Pierce and Boise Mobile announced that Pierce had “completed the
4 purchase of an ownership interest in Boise Mobile” to “facilitate greater
5 collaboration between Pierce and BME [Boise Mobile] within the wildland
6 market” in which they were previously competing. Boise Mobile announced this
7 combination as a “Strategic Alliance/Partnership” between these two competitors.
8 The Oshkosh and BME Defendants accomplished this combination by forming a
9 new subsidiary of Boise Mobile, BME Fire Trucks, of which Boise Mobile owns
10 75% and Pierce owns 25%.

11 213. As a result of this combination, Boise Mobile moved from a factory-
12 direct model to a dealer distribution model in which the BME Defendants’ trucks
13 are now exclusively available only through Pierce dealers. Through this acquisition
14 and combination, Oshkosh and Pierce effectively eliminated a significant
15 independent and close head-to-head competitor in Wildland Fire Apparatus
16 production and secured Pierce as the exclusive distributor of the BME Defendants’
17 Fire Apparatuses.

18 214. As a result of the Oshkosh Defendants’ acquisitions and combinations
19 with competitors, they have been able to keep supply constrained and consistently
20 raise prices, without repercussion.

21 215. For example, in the summer of 2017, CAL FIRE awarded Boise
22 Mobile a \$10 million contract for over 30 new Type 3 BME Wildland Fire
23 Apparatuses, for a per-unit price of roughly \$290,000. Numerous municipalities
24 across the country “tagged onto” this contract, leading to its doubling in size to 60
25 units by August of 2018. In September 2022—after the Oshkosh Defendants’
26 combination with the BME Defendants and the elimination of the threat of head-
27 to-head competition—the BME Defendants imposed a price increase on the units
28 remaining for delivery of over \$30,000 per vehicle, pretextually blaming the after-

1 the-fact price hike on supply constraint issues. The BME Defendants gave CAL
2 FIRE and the tag-on municipalities two options: pay the increased price or cancel
3 the contract. Some municipalities investigated whether it would be more
4 economical to cancel the contract and order the units from a different
5 manufacturer. When Pierce was asked to provide a quote by one municipality, it
6 quoted *over \$500,000* per unit and a longer delivery timeline than the existing
7 contract with its competitor-turned-partner the BME Defendants. Then, in 2024,
8 the BME Defendants imposed an *additional* approximately \$20,000 price increase.
9 Fire departments across California were left with no choice but to accept the
10 substantial price increases, each forking over tens to hundreds of thousands of tax
11 dollars to the BME Defendants and, indirectly, the Oshkosh Defendants.

12 216. In fact, according to Oshkosh, the backlog for its business segment
13 including Fire Apparatuses increased to \$6.32 billion by the end of 2024 “due to
14 strong demand for municipal fire apparatus and price increases,” and the unit
15 backlog specifically for Fire Apparatuses increased 3.8% year-over-year. Oshkosh
16 highlighted to investors in its 2024 Annual Report that “[c]ustomer orders in
17 backlog for delivery in 2025 were booked at significantly higher prices.” It is no
18 wonder that, by 2024, the Oshkosh Defendants were still celebrating that “[o]ur
19 backlog for Pierce trucks continues to grow”—a backlog that enables Oshkosh and
20 Pierce, now combined with Maxi-Métal and the BME Defendants, to force endless
21 price increases on fire departments while deliveries get delayed.

22 217. Over time, Pierce has also consolidated many dealers, eliminating
23 dealers near many customers and forcing them to travel farther for Pierce-
24 authorized service.

1 ***C. Defendants’ Anticompetitive Schemes Have Substantially Lessened***
2 ***and May Substantially Lessen Competition or Tend to Create a***
3 ***Monopoly in the Relevant Markets***

4 218. There is overwhelming evidence that Defendants’ acquisition schemes
5 have enabled them to acquire market dominance and to use that power to produce
6 substantial anticompetitive effects. Defendants’ acquisitions substantially increased
7 their market shares and concentration levels in the relevant markets—thus raising a
8 presumption that the acquisitions may substantially lessen competition or tend to
9 create monopolies. They also enabled Defendants to eliminate head-to-head
10 competition with the acquired firms; increased the risk of coordination in the
11 relevant markets; foreclosed competition and discouraged entry in the market for
12 Custom Chassis; gave the REV Group Defendants the power to raise rivals’ costs
13 and neutralize price competition in the markets for Custom Pumpers, Custom
14 Aerials, and Custom Quints by controlling the price and availability of Custom
15 Chassis; entrenched Defendants’ dominant positions in the relevant markets; and in
16 the case of Oshkosh’s acquisition of Maxi-Métal, eliminated an entrant in the U.S.
17 Custom Pumpers market. The anticompetitive impact of the REV Group
18 Defendants and AIP Defendants’ scheme has been amplified and reinforced by the
19 Oshkosh Defendants’ and BME Defendants’ conduct, and vice versa. Defendants
20 have driven a significant industry trend towards horizontal and vertical
21 consolidation.

22 219. There is also abundant direct evidence that Defendants are able to
23 exercise the market power they unlawfully acquired through their schemes—
24 namely, evidence that Defendants have increased prices substantially and reduced
25 supply well beyond what inflation, COVID supply shortages, and other factors can
26 explain; consolidated their dealers, thus forcing customers to travel farther for
27 authorized service; reduced quality, variety, and customer choice; and otherwise
28 systematically worsened terms. Defendants are able to produce and supply less and

1 at inferior quality, and charge more on a sustained basis, precisely because their
2 anticompetitive schemes have eliminated meaningful competitive constraints. Each
3 set of Defendants' price increases and other worsening of terms have also directly
4 enabled each *other* competing Fire Apparatus builder to raise *its* prices and worsen
5 *its* terms to customers—an umbrella price effect market-wide for which each
6 Defendant is responsible.

7 ***1. Defendants' Anticompetitive Conduct Has Enabled Them to***
8 ***Control High Shares of Concentrated Markets***

9 220. In each of the relevant markets, Defendants' anticompetitive conduct
10 has substantially increased concentration levels and Defendants' shares of these
11 markets.

12 221. The Department of Justice and the Federal Trade Commission jointly
13 publish the Merger Guidelines. Rooted in established caselaw and widely accepted
14 economic thinking, the Merger Guidelines outline the legal tests, analytical
15 frameworks, and economic methodologies both agencies use to assess whether
16 transactions violate the antitrust laws, including measuring market shares and
17 changes in market concentration from a merger.

18 222. The Herfindahl-Hirschman Index ("HHI") is a well-established
19 method for calculating concentration in a market. The HHI is the sum of the
20 squares of the market shares of the market participants. For example, a market with
21 five firms, each with 20% market share, would have an HHI of 2,000 ($20^2 + 20^2 +$
22 $20^2 + 20^2 + 20^2 = 2,000$). The HHI is low when there are many small firms and
23 grows higher as the market becomes more concentrated. A market with a single
24 firm would have an HHI of 10,000 ($100^2 = 10,000$).

25 223. The Merger Guidelines explain that a merger that significantly
26 increases market concentration is presumptively unlawful. Specifically, a merger is
27 presumptively illegal when the post-merger HHI exceeds 1,800 and the merger
28 increases the HHI by more than 100 points. Supreme Court precedent also

1 establishes that a merger that results in a combined firm with market share of 30%
2 or more is also presumptively unlawful.

3 **a. U.S. Markets for Custom Pumpers, Custom Aerials, and**
4 **Custom Quints**

5 224. Based on publicly available information, in the U.S. Custom Pumpers
6 market the REV Group Defendants hold more than a 25% share. The Oshkosh
7 Defendants hold more than a 40% share of this market.

8 225. Based on publicly available information, in the U.S. Custom Aerials
9 and Custom Quints markets the REV Group Defendants hold an approximately
10 20% share. The Oshkosh Defendants hold more than a 55% share of those markets.

11 226. These shares are consistent with Defendants' public reporting of their
12 positions in the relevant markets. For example, in its response to Sourcewell's
13 request for bids to supply Fire Apparatuses to Sourcewell purchasing cooperative
14 participants in 2025-2026, including the City, REV Group reported that its "US
15 market share for the solutions that [it was] proposing" is "25.86%." These
16 "solutions" included Custom Pumpers, commercial pumpers, initial attacks, single-
17 axle tenders, tandem-axle tenders, light rescues, heavy rescues, full response
18 pumpers, and industrial foam delivery systems. Many of these apparatuses are
19 outside the relevant U.S. markets for Custom Pumpers, Custom Aerials, and
20 Custom Quints and are built by a larger set of manufacturers than the small set of
21 important suppliers in the Custom Pumper, Aerial, and Quint markets.

22 227. Oshkosh's acquisition of Maxi-Métal resulted in a combined market
23 share of Pierce and Maxi-Métal exceeding 40% in the Custom Pumpers market and
24 was therefore presumptively illegal.

25 228. Based on publicly available information, the U.S. Custom Pumpers
26 market is highly concentrated, with HHIs exceeding 2,300. The AIP Defendants
27 and REV Group's acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency
28 Response cumulatively resulted in an increase in HHI far exceeding 100 in the

1 already highly concentrated U.S. Custom Pumpers market and were therefore
2 presumptively unlawful.

3 229. Based on publicly available information, the U.S. Custom Aerials and
4 Custom Quints markets are highly concentrated, with HHIs exceeding 3,000. The
5 AIP Defendants and REV Group's acquisitions of E-ONE, Ferrara, KME, and
6 Spartan Emergency Response cumulatively resulted in an increase in HHI far
7 exceeding 100 in the already highly concentrated U.S. Custom Aerials and Custom
8 Quints markets and therefore were presumptively unlawful.

9 **b. U.S. Market for Custom Chassis**

10 230. Based on publicly available information, in the U.S. Custom Chassis
11 market the REV Group Defendants hold an approximately 30% share. The
12 Oshkosh Defendants hold more than a 50% share of this market.

13 231. Based on publicly available information, the U.S. Custom Chassis
14 market is highly concentrated, with HHIs exceeding 3,500. The AIP Defendants
15 and REV Group's acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency
16 Response resulted in a cumulative increase in HHI far exceeding 100 in the already
17 highly concentrated U.S. Custom Chassis market and therefore were presumptively
18 unlawful. The AIP Defendants and REV Group's acquisition of Spartan Emergency
19 Response alone was presumptively unlawful, as it resulted in a cumulative increase
20 in HHI far exceeding 100 in the already highly concentrated U.S. Custom Chassis
21 market.

22 **c. U.S. Market for Wildland Fire Apparatuses**

23 232. Based on publicly available information, in the U.S. Wildland Fire
24 Apparatuses Market the combined share of the Oshkosh Defendants and BME
25 Defendants far exceeds 30%. For example, the Oshkosh Defendants and BME
26 Defendants manufacture approximately 60% of all Type 3 Wildland Fire
27 Apparatuses in the United States, one of the two most widely used Wildland Fire
28 Apparatuses.

1 233. Based on publicly available information, the U.S. Wildland Fire
2 Apparatus market was already concentrated before the Oshkosh Defendants'
3 combination with the BME Defendants. After these two competitors combined, the
4 post-transaction HHI exceeded 2,000, with an HHI delta of more than 100 from
5 pre- to post-transaction.

6 **d. U.S. Market for Fire Apparatuses**

7 234. Based on public reporting, in the broader relevant market to
8 manufacture and sell Fire Apparatuses to purchasers in the United States, the REV
9 Group Defendants hold a share in excess of 30%. Indeed, in an April 2024
10 interview, the President of REV Group's Specialty Vehicles Division Mike Virnig
11 stated, "We're about 40% of the fire truck business." Based on public reporting, the
12 combined share of the Oshkosh Defendants and BME Defendants far exceeds
13 30%; and the combined share of the Oshkosh Defendants and Maxi-Métal far
14 exceeds 30%.

15 235. Based on publicly available information, the U.S. Fire Apparatus
16 market was already concentrated before the AIP Defendants and REV Group's
17 acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency Response. After
18 these four acquisitions, the post-transaction HHI in the U.S. Fire Apparatus market
19 exceeded 1,800, with an HHI delta of more than 100 from before the first
20 acquisition to after the most recent.

21 ***2. Defendants' Unlawful Acquisitions Have Substantially***
22 ***Lessened and May Substantially Lessen Competition or Tend***
23 ***to Create a Monopoly***

24 236. Beyond enabling the REV Group Defendants, Oshkosh Defendants,
25 and BME Defendants to control high shares of concentrated markets, Defendants'
26 acquisition schemes tend to and have substantially lessened competition in several
27 other ways.

28

1 237. *First*, the acquisitions eliminated substantial competition between
2 firms previously competing head-to-head to offer the same products. For example,
3 E-ONE, Ferrara, KME, and Spartan each used to independently produce their own
4 Custom Chassis for their own Custom Apparatuses. Fire departments historically
5 would routinely put E-ONE, Ferrara, KME, and Spartan in competition with each
6 other to win awards for Custom Pumpers, Custom Aerials, or Custom Quints. With
7 REV Group and the AIP Defendants' consolidation of these four competitors into a
8 single firm, that direct, head-to-head competition is gone.

9 238. Similarly, the Oshkosh Defendants' acquisition of an ownership
10 interest in the BME Defendants eliminated head-to-head competition to produce,
11 market, and sell Type 3 Wildland Fire Apparatuses. Indeed, Pierce's BXTM
12 Wildland apparatus is virtually indistinguishable from the BME Defendants' Model
13 34 Type 3 Engine. Both apparatuses feature around 500-gallon tanks, 500 gallon-
14 per-minute pumps, pump-and-roll capabilities, full-depth storage, low-profile
15 designs, and 4x4 off-road performance for harsh terrain on International chassis for
16 wildland-urban interface operations. Figure 10 below shows a side-by-side
17 comparison of these two apparatuses, with the BME Model 34 on the left and the
18 Pierce BXTM Wildland on the right:



19
20
21
22
23
24
25
26 Figure 10

27 239. The elimination of head-to-head competition between the Oshkosh
28 and BME Defendants is all the more concerning because Pierce is the most

1 dominant Fire Apparatus builder in the United States and the BME Defendants are
2 the most prominent specialized manufacturer of Wildland Fire Apparatuses in the
3 country. These two significant formerly independent competitors are now
4 “collaborating” on these very apparatuses. Indeed, in a Q&A about the
5 combination, Boise Mobile explained, “What does this mean? There is not a simple
6 answer, but at [Boise Mobile] the changes mean the following: Collaboration and
7 R&D between two companies . . . to design and develop state-of-the-art wildland
8 chassis, including custom Type 3 engines.” Competition in R&D is just as
9 important, if not more so, than price and quality competition. These former
10 competitors have combined to eliminate all forms of substantial competition
11 between them. And as described above, the elimination of this head-to-head
12 competition has already resulted in price increases to fire departments.

13 240. *Second*, the acquisitions eliminated numerous independent sources of
14 Fire Apparatus manufacturing capacity. Before their absorption into REV Group,
15 firms such as KME, Spartan, and Ferrara were vertically integrated builders with
16 the inherent capacity to expand their own Custom Chassis production to meet
17 market demand. And before their absorption into Oshkosh, firms like Maxi-Métal
18 had the ability and incentive to expand Fire Apparatus output to meet increased
19 demand, keeping prices at competitive levels. Had these firms remained
20 independent, they would have served as a vital check against any attempt by the
21 REV Group Defendants, Oshkosh Defendants, or BME Defendants to artificially
22 limit supply and create a backlog. Instead, following the acquisitions, the REV
23 Group Defendants systematically shuttered assembly sites and consolidated
24 production, eliminating the potential excess capacity that former competitors in the
25 market could have wielded to expand production and meet demand. By removing
26 these multiple independent sources of Custom Chassis and Fire Apparatuses, the
27 REV Group Defendants, AIP Defendants, Oshkosh Defendants, and BME
28 Defendants were able to create a bottleneck that affected the entire market, forcing

1 the remaining market participants to increase their lead times and allowing them to
2 raise prices to meet pent-up demand.

3 241. *Third*, the acquisitions and combinations executed by the REV Group
4 Defendants, AIP Defendants, Oshkosh Defendants, and BME Defendants have
5 transformed the once-fragmented relevant markets into highly concentrated
6 oligopolies, meaningfully increasing the risk of coordination among the remaining
7 firms. By absorbing independent maverick manufacturers and builders and
8 consolidating the supply of critical inputs like Custom Chassis, these Defendants
9 have achieved a combined control of an estimated at least 80% of the Custom
10 Chassis market, 65-75% of the supply of Custom Pumpers, Aerials, and Quints,
11 over 50% of the Wildland Fire Apparatus market, and over 55% of the overall Fire
12 Apparatus market. This structural shift has created a market environment where the
13 remaining few participants can and do more easily observe, anticipate, and mirror
14 each other's competitive moves.

15 242. The fact that many market participants entirely rely on the REV
16 Group Defendants for the supply of Custom Chassis further exacerbates the risk of
17 tacit or explicit coordination in the market. The REV Group Defendants now have
18 the ability to increase the price of a critical input—representing over 25% of the
19 total cost of an apparatus—across several competing apparatus builders, and are
20 constantly fed confidential information from rival builders who are also their
21 Custom Chassis customers regarding delivery dates, prices, proprietary
22 innovations, client lists, and backlogs. Similarly, the Oshkosh Defendants and
23 BME Defendants' "collaboration" through BME Fire Trucks enables them to share
24 information on pricing, product plans and features, and output, further enabling
25 explicit and tacit collusion. With such a tightly concentrated market, Defendants'
26 smaller competitors can (and have) mirrored Defendants' price increases and
27 worsening of terms, making it impossible for fire departments to obtain
28 competitive prices. Defendants are responsible for the higher prices and other

1 worsening of terms that fire departments and public entities like the City has
2 incurred, regardless of whether they purchased one of Defendants' apparatuses or a
3 rival's.

4 243. *Fourth*, Oshkosh's acquisition of Maxi-Métal has foreclosed
5 competition and discouraged new entrants into the Custom Chassis market, who
6 now have no reasonable possibility of relying on a large and growing apparatus
7 builder like Maxi-Métal to purchase their Custom Chassis. Given the control
8 exercised by the REV Group Defendants and Pierce in the Custom Chassis market,
9 and the general trend towards consolidation and integration, realistically a potential
10 Custom Chassis market entrant would need to establish itself as both a Custom
11 Apparatus builder and Custom Chassis manufacturer to viably enter the latter
12 market—a formidable, arguably impossible, task.

13 244. *Fifth*, REV Group and the AIP Defendants' acquisition of Spartan
14 Emergency Response gave the REV Group Defendants the power to raise rivals'
15 costs and neutralize price competition in the markets for Custom Pumpers, Custom
16 Aerials, and Custom Quints by controlling the price and availability of Custom
17 Chassis. Their cumulative additional acquisitions of KME, Ferrara, and E-ONE
18 further constitute a vertical "roll-up" designed to limit access to products that any
19 REV Group Defendant's rival would require to be able to compete.

20 245. REV Group and the AIP Defendants' acquisition of Spartan
21 Emergency Response removed the industry's premier independent manufacturer of
22 Custom Chassis—a critical input for Custom Apparatuses that has no reasonable
23 substitutes. For decades, Spartan served as the essential backbone for dozens of
24 small, family-owned apparatus builders. By seizing control of this critical third
25 party-supplier of Custom Chassis, REV Group gained the power to dictate the
26 survival of its own rivals. With only two other companies, HME and Sutphen,
27 providing a trivial number of Custom Chassis to small, independent builders, the
28 REV Group Defendants have their non-vertically integrated apparatus competitors

1 in a vice. Now, the mere threat of the Spartan ER Entities delaying Custom Chassis
2 deliveries or increasing input costs—or “squeezing” margins—is sufficient to
3 ensure that no small apparatus rival dares to compete aggressively on price.

4 246. REV Group and the AIP Defendants’ acquisitions of E-ONE, KME,
5 and Ferrara reinforced the anticompetitive effects of the Spartan acquisition. While
6 E-ONE, KME, and Ferrara have not historically supplied their Custom Chassis to
7 competing apparatus builders, prior to their acquisitions by REV Group, they were
8 poised to and capable of doing so had Spartan increased its Custom Chassis prices
9 to other apparatus builders or restricted supply. Now, all four manufacturers are
10 controlled by REV Group, which can restrict Spartan Custom Chassis supply and
11 indiscriminately raise prices with no risk that these three well-established, formerly
12 independent Custom Chassis manufacturers will swoop in and start competing to
13 supply Custom Chassis to other apparatus builders.

14 247. By consolidating the primary manufacturers of Custom Chassis, REV
15 Group and the AIP Defendants have fundamentally altered the structure of the
16 related Custom Apparatus markets, creating a vertical bottleneck. This allows the
17 REV Group Defendants to dictate the supply of a highly significant competitive
18 input by raising costs or restricting supply to independent Custom Apparatus
19 builders. The effect is a systemic weakening of competition, as newly dependent
20 builders—once nimble rivals—are now forced to operate at the whim of a
21 dominant competitor, thereby reducing the overall output and quality of Fire
22 Apparatuses available to the public, while prices relentlessly increase.

23 248. Beyond the threat of actual foreclosure, REV Group and the AIP
24 Defendants’ acquisition of Spartan Emergency Response has provided the REV
25 Group Defendants with an unlawful information advantage that facilitates
26 coordination and undermines the incentive of independent builders to compete.
27 Because independent builders must purchase their Custom Chassis from the
28 Spartan ER Entities, they are forced to disclose competitively sensitive

1 information, including proprietary build specifications, customer-specific
2 configurations, and delivery timelines. Access to this data allows the REV Group
3 Defendants to peer into their rivals' playbooks, enabling them to anticipate their
4 rivals' bids, mirror their pricing, and either mimic or preempt their innovations.

5 249. This information exchange undermines the independence of rivals
6 required for a competitive market. It discourages independent apparatus builders
7 from investing in unique features or aggressive pricing strategies, knowing that the
8 REV Group Defendants can use their dual role as supplier and competitor to
9 neutralize any competitive advantage the rival might seek to gain.

10 250. The overarching trend toward vertical integration, spearheaded by
11 REV Group and the AIP Defendants, has created a market environment that deters
12 both potential entrants and existing rivals from investing in their businesses or
13 increasing output in the Custom Apparatus markets. The mere threat of limited or
14 discriminatory access to Spartan Custom Chassis serves as a potentially powerful
15 deterrent against long-term capital expenditure by independent firms.

16 251. *Sixth*, by acquiring Maxi-Métal, Oshkosh preemptively eliminated a
17 well-capitalized entrant into the U.S. Custom Pumpers market who would be
18 capable of undercutting the pricing power of the domestic incumbents and of
19 introducing substantial additional competition into that market. Prior to its
20 acquisition by Oshkosh, Maxi-Métal functioned as a significant competitive force
21 in North America, earning a dominant position in the Canadian market and actively
22 beginning to execute on an ambitious expansion into the United States. Oshkosh's
23 acquisition of Maxi-Métal effectively removed a well-resourced competitor who
24 had begun to make inroads in the United States market for Custom Pumpers.

25 252. Oshkosh's acquisition of Maxi-Métal eliminated any probability that
26 Maxi-Métal would meaningfully enter the U.S. market through alternative means,
27 as well as the likely and actual beneficial influence on competition that resulted
28

1 from Maxi-Métal’s position at the time of the acquisition, an incipient competitor,
2 poised on the edge of the U.S. market.

3 253. It is reasonably probable that Maxi-Métal would have meaningfully
4 entered the U.S. Custom Pumpers market through alternative means absent the
5 acquisition. In fact, Maxi-Métal had since 2018 taken steps to expand its presence
6 in the United States, including a major facility expansion in response to what
7 Maxi-Métal framed as an increased “dealer demand . . . across Canada and the
8 USA for [Maxi-Métal’s] fire division’s products.” Although Maxi-Métal built its
9 Custom Apparatuses on Pierce Custom Chassis, at the time of the acquisition it
10 was expanding its market share in the United States at the expense of its
11 competitors, including Pierce. But for the acquisition, further increased
12 competition from Maxi-Métal was reasonably probable. For several years the Fire
13 Apparatus market in United States has experienced significant backlogs and
14 dramatic price hikes. As a large and well-resourced competitor on the edge of the
15 market, there is a reasonable probability that Maxi-Métal would have exploited
16 these backlogs and price hikes to grow its share and deconcentrate the highly
17 concentrated Custom Pumpers market, which would also have had other
18 procompetitive effects such as lowering customer prices and accelerating delivery
19 times.

20 254. Now owned by Oshkosh and controlled by Oshkosh and its subsidiary
21 Pierce, Maxi-Métal is no longer actively seeking to compete with Pierce and win
22 over market share, meaningfully increase its share in the U.S. market generally, or
23 inject competition into these highly consolidated markets. The acquisition gave
24 Oshkosh and Pierce comfort that they would not face any new price pressure or
25 further competition from Maxi-Métal.

26 255. *Seventh*, the Oshkosh Defendants’ acquisition of a partial ownership
27 interest in the BME Defendants, and these competitors’ “collaboration” on
28 Wildland Fire Apparatus products that they previously competed to produce and

1 market to customers, enables them to coordinate instead of competing head-to-
2 head. With their ownership interest in the BME Defendants, the Oshkosh
3 Defendants can influence how the BME Defendants price their apparatuses, invest
4 in R&D, plan for expansions or reductions in capacity, market their products, and
5 ultimately pursue competitive initiatives.

6 256. The Oshkosh Defendants' ownership interest in the BME Defendants
7 also substantially diminishes the Oshkosh Defendants' incentive to compete with
8 the BME Defendants. For example, instead of continuing to market and invest in
9 Pierce's BXTM Wildland, the Oshkosh Defendants can let that product fall by the
10 wayside, eliminating price competition with the BME Defendants' Type 3 Model
11 34 while directly profiting from the higher BME prices through their ownership
12 stake in Boise Mobile. This combination of competitors also facilitates the sharing
13 of competitively sensitive information, which both the BME Defendants and the
14 Oshkosh Defendants can use to tacitly or explicitly collude.

15 257. *Eighth*, REV Group and the AIP Defendants' acquisitions of E-ONE,
16 Ferrara, Spartan, and KME, and the Oshkosh Defendants' acquisitions of Maxi-
17 Métal and an interest in the BME Defendants, have entrenched and extended
18 Defendants' dominance in the relevant markets. For example, Oshkosh subsidiary
19 Pierce was already the leading Fire Apparatus builder in the United States before
20 its acquisitions. With its purchase of Maxi-Métal, Oshkosh protected Pierce's
21 dominance by warding off a Canadian competitor starting to make inroads into the
22 U.S. markets, and extended Oshkosh and Pierce's dominance in the Custom
23 Pumpers market to the Custom Chassis market by capturing an important source of
24 demand for Custom Chassis. Similarly, with their combination with the BME
25 Defendants, Oshkosh and Pierce substantially bolstered Pierce's position in the
26 relevant Fire Apparatus markets not only by eliminating competition with the BME
27 Defendants but also by effectively absorbing an entire portfolio of Wildland Fire
28 Apparatus. This combination essentially allowed the industry goliath Peirce to

1 control the smaller, but already dominant, BME Defendants, thereby further
2 lessening competition in the relevant Fire Apparatus markets by raising entry
3 barriers even further and by effectively dissuading smaller firms from aggressively
4 competing. Defendants' acquisitions have substantially increased barriers to entry
5 in the relevant Fire Apparatus markets by creating even more firmly rooted market
6 leaders with which to compete.

7 258. *Finally*, Defendants' respective acquisitions have not taken place in
8 isolation. They reflect an industry trend towards consolidation, in which Custom
9 Apparatus manufacturers roll up rival (or would-be rival) Custom Apparatus
10 manufacturers, and an industry trend towards vertical integration, in which Custom
11 Chassis manufacturers acquire leading apparatus designers and builders, thereby
12 eliminating those companies as potential buyers of competing Custom Chassis.
13 Indeed, as early as 2016, Spartan Motors was characterizing the relevant markets
14 as "an increasingly consolidating industry." Each of the unlawful acquisitions
15 identified herein are all the more anticompetitive because they have taken place in
16 the context of this broader industry trend toward consolidation. For example, the
17 competitive impact of Oshkosh's acquisition of Maxi-Métal, and Oshkosh and
18 Pierce's acquisition of an ownership interest in the BME Defendants, can only be
19 understood against the backdrop of the prior decade of the REV Group and AIP
20 Defendants' consolidation scheme.

21 ***3. There Is Direct Evidence that Defendants Have Used Their***
22 ***Unlawfully Acquired Dominance to Harm Customers***

23 259. There is ample direct evidence of how Defendants' unlawfully
24 acquired market power has resulted in the imposition of supra-competitive prices
25 and worsened terms, without any negative repercussions for Defendants.

26 260. The REV Group Defendants, Oshkosh Defendants, and BME
27 Defendants have been able to impose massive price increases—and have enabled
28 competing manufacturers to follow suit with similar price increases—for

1 apparatuses and parts on public entities and fire departments, including the City, as
2 a result of their acquisitions. Only a small fraction of the price increases
3 experienced by the City can be attributed to supply shocks and pandemic-related
4 price increases.

5 261. Defendants' consolidation of the relevant markets has also allowed
6 them to degrade product quality and led to a significant reduction in customer
7 choice, as they have leveraged their market dominance to prioritize manufacturing
8 standardization over responsiveness to the judgment and requests of local fire
9 departments, their specific operational demands, and their budgetary constraints.

10 262. In competitive markets, Fire Apparatus builders once competed by
11 accommodating highly specific operational requirements—such as lowered floors
12 to maximize storage space for heavy rescue gear or narrowed body profiles
13 essential for navigating tight urban streets with high traffic density. However,
14 following the consolidation of builders and manufactures, Defendants have
15 actively pushed back on these essential customizations, citing multi-year backlogs
16 as a pretext to force fire departments toward “stock” or “standardized” models. By
17 effectively eliminating the ability of fire departments to obtain these customization
18 options, Defendants have suppressed innovation driven by customer demand and
19 forced fire departments to accept equipment that is not tailored to their specific
20 localities.

21 263. Beyond the loss of customization, the lack of competitive pressure has
22 led to a measurable decline in the physical durability and reliability of the
23 apparatuses produced by Defendants. Custom Apparatus units delivered by the
24 REV Group and Oshkosh Defendants are increasingly plagued by chronic
25 malfunctions, for example with complex electronic control systems and multiplex
26 wiring or air tank welding, which often require weeks of repair before a vehicle
27 can even enter its initial service.
28

1 264. Furthermore, the Custom Chassis currently produced by the REV
2 Group and Oshkosh Defendants in the consolidated Custom Chassis market lack
3 the structural rigidity of heavy-duty Custom Chassis produced prior to COVID-19,
4 leading to premature wear and compromised handling and performance. These
5 quality failures have shifted the financial burden onto municipalities, as trucks now
6 spend an unacceptable amount of time in maintenance garages rather than in
7 service protecting local communities. The resulting increase in downtime and the
8 escalating cost of proprietary parts and labor constitute another hidden price
9 increase, whereby these dominant firms extract higher margins while delivering a
10 product that is objectively inferior, less reliable, and more expensive to maintain
11 over its lifecycle, which in turn necessitate expanding fire department fleets.

12 265. Hand in hand with the price increases and quality degradation,
13 Defendants have imposed severe supply restrictions in the form of plant closures
14 and astronomical delivery delays. The REV Group Defendants affirmatively shut
15 down production at multiple plants, and all Defendants, far from expanding supply
16 to meet market demand, have celebrated ever-increasing backlogs. For example, in
17 one investor presentation, REV Group touted a backlog of over two and a half
18 years for specialty vehicles like fire trucks as providing “Production Visibility” and
19 making REV Group a “unique and attractive investment opportunity.” Similarly,
20 when promoting executive Mike Virnig to President of REV Group in 2022, REV
21 Group’s CEO boasted: “Under his tenure, our backlog for fire apparatus has
22 tripled, growing by over \$1 billion.” In 2018, REV Group’s then-CEO Tim
23 Sullivan told investors: “We like backlog, we love backlog.”

24 266. In a competitive market, customers would have turned to competitors
25 in the face of Defendants’ higher prices and worsening of terms. But with
26 Defendants having cornered such a large portion of the relevant markets, there
27 were effectively no reasonable alternatives to which to turn. The City and other
28

1 public entities had, and continue to have, no choice but to get in line—a backlog
2 line that has grown and grown, with no end in sight.

3 267. Certain Defendants have recently sunk to a particularly galling new
4 low, telling certain localities suffering from extended delivery delays that they can
5 skip to the front of the line—essentially leaving every other customer with a
6 backlogged truck facing even longer delays—by paying the difference between the
7 price they contracted to pay at the time of the original award, and *today's*
8 unprecedentedly high prevailing prices for Fire Apparatuses. In other words,
9 redolent of a protection racket, with their consolidation schemes complete and their
10 market power firmly established, Defendants are not only charging supra-
11 competitive prices for new purchase orders; they are reaching back in time and
12 retroactively imposing those same prices on purchase orders from years ago.

13 268. Further evidence that Defendants can and do profitably worsen
14 terms—i.e., evidence of their market power resulting from their unlawful
15 acquisitions—is their ability to consolidate and shut down dealers virtually without
16 consequence. For example, Oshkosh subsidiary Pierce has consolidated the dealers
17 already in its network to limit geographic overlap between dealers, thereby limiting
18 the options for its customers.

19 269. The REV Group Defendants have also consolidated their dealers.
20 After REV Group acquired Spartan Emergency Response in 2020, the REV Group
21 brands were sold through approximately 100 dealers across the United States. As
22 Mike Virnig, currently President of REV Group, has publicly related, incumbent
23 dealers, for example, expressed a “firestorm” of resistance to the prospect of
24 integrating new dealers as part of the Spartan acquisition. REV Group was more
25 than responsive to incumbent dealers’ concerns about preserving their respective
26 fiefdoms. As of today, the number of affiliated dealers has fallen precipitously, with
27 REV Group brands only sold through approximately 62 dealers across the United
28 States.

1 270. Exemplifying this dealer consolidation, the REV Group Defendants
2 today maintain only a single dealer in all of California for their KME and Ferrara
3 brands, and only two additional dealers serve their other brands in territories
4 largely limited to Southern California. Where the territories of separate dealers of
5 different REV Group brands overlap, the REV Group Defendants coordinate them
6 to get “multiple bites at the apple” in response to individual fire department bids.
7 As explained by Mike Virnig, President of REV Group, if a customer of one REV
8 Group brand wants to explore other options, “[w]e’ve got four other opportunities
9 where we can go and leverage other products, other dealers, and other
10 relationships,” ensuring the maintenance and growth of the REV Group
11 Defendants’ market share as a whole.

12 271. These dealer consolidations are price increases by another name. Fire
13 apparatuses require constant maintenance, both to meet safety standards and to
14 keep up with rapid advances in Fire Apparatus technology. Accordingly, most fire
15 departments need local support personnel. In a competitive market, the existence of
16 viable competitors with large local dealer networks would force Defendants to
17 keep local options available to customers and have those dealers compete to
18 provide better service or lower prices for repair and maintenance. But Defendants
19 have largely consolidated themselves with those competitors, allowing themselves
20 to reduce local services and offerings without losing customers. This is yet further
21 evidence of the market power Defendants have amassed through their roll-up
22 schemes.

23 272. To add insult to injury, Defendants have falsely blamed the COVID-
24 19 pandemic—for example, in REV Group’s words, “global supply chain
25 bottlenecks and inflationary conditions”—for the entirety of their astronomical
26 price increases and delivery delays. In other words, Defendants have effectively
27 covered up the full explanation for their price increases and worsening of terms,
28 which overwhelmingly resulted from their exploitation of the market power they

1 deliberately amassed through unlawful acquisitions and other conduct. As late as
2 May 2025—over *five years* after the pandemic started—Oshkosh was still using
3 the pandemic as a false cover for its price increases, stating that “[g]lobal supply
4 challenges, unprecedented demand, and significant inflation since the pandemic
5 started in 2020 have resulted in extended delivery times and increased prices.”

6 273. In large part due to Defendants’ repeated false insistence that their
7 price increases, delivery delays, and other worsening of terms were entirely
8 attributable to pandemic-induced inflation and supply shocks, it is only recently
9 that their customers like the City have been able to connect the dots between their
10 historical acquisitions and the crushing rent extraction by which they have been
11 victimized for years. For example, it was only less than one year ago that, on the
12 heels of the Palisades and Eaton wildfire disasters, Matt Stoller’s newsletter *Big*
13 and then the *New York Times* published exposés, suggesting Defendants’
14 consolidation schemes were to blame for straining fire departments’ budgets across
15 the country.⁶ It took this public scrutiny to reveal how Defendants’ narrative—that
16 macroeconomic factors were to blame—obscured the real causes of Plaintiff’s
17 harm.

18 **REPLACEMENT PARTS FOR PIERCE FIRE APPARATUSES**

19 274. Oshkosh and Pierce’s anticompetitive conduct is not limited to
20 unlawful consolidations. Oshkosh and Pierce go a step further, and force customers
21 to use Pierce proprietary replacement parts for their Pierce Fire Apparatuses,
22 thereby harming their customers and competition.

23 275. Oshkosh and Pierce are able to stifle competition by enlisting their
24 parts dealers to deal exclusively in proprietary Pierce parts, and by forcing
25

26 ⁶ Mike Baker, Maureen Farrell & Serge F. Kovaleski, *As Wall Street Chases*
27 *Profits, Fire Departments Have Paid the Price*, N.Y. Times (Feb. 17, 2025),
28 <https://www.nytimes.com/2025/02/17/us/fire-engines-shortage-private-equity.html>

1 customers to purchase these proprietary Pierce parts at inflated prices when they
2 would otherwise have the choice of competitive alternatives. Through this scheme,
3 Oshkosh and Pierce further milk fire departments and public entities of critical
4 dollars, especially in the later years of the life of an apparatus on which they
5 already made a killing.

6 276. Pierce operates an extensive replacement parts and service business,
7 which it calls Pierce Aftermarket. Pierce maintains a separate Pierce Aftermarket
8 website which provides resources, manuals, diagrams, training, and technical
9 support to customers. Pierce relies on its parent company Oshkosh's technological
10 and financial strength in sourcing materials for its parts. In addition, Pierce
11 maintains a dedicated parts facility of over 100,000 square feet in Appleton,
12 Wisconsin, which Pierce claims stocks in excess of \$14 million in parts and
13 employs a staff dedicated solely to the distribution and shipment of service and
14 replacement parts. Pierce sells hundreds of thousands of dollars of replacement
15 parts for Pierce Fire Apparatuses each year.

16 277. Pierce generally sells replacement parts to customers through third-
17 party dealers. This set of third-party dealers is different from and substantially
18 more numerous than the small, exclusive set of dealers who are anointed by Pierce
19 to serve as a conduit between Pierce and the customer for purposes of Fire
20 Apparatus (as opposed to replacement parts) sales.

21 278. For any given part on a Pierce Fire Apparatus (e.g., a roll-up door, a
22 power steering gear), there is a distinct replacement part that can function as a
23 replacement for the original part, and that is not interchangeable with parts that
24 perform different functions or that are manufactured to fit Fire Apparatuses other
25 than Pierce Fire Apparatuses.

26 279. For example, a replacement air conditioning compressor that is
27 compatible with a Pierce Fire Apparatus and can replace the air conditioning
28 compressor installed in the original apparatus is a distinct product that is not

1 interchangeable with, for example, a seat belt and is not interchangeable with an air
2 conditioning compressor that is not compatible with a Pierce Fire Apparatus.

3 280. In fact, many replacement parts for Pierce Fire Apparatuses are
4 designed deliberately to be integrated into Fire Apparatuses manufactured by
5 Pierce or built on Pierce Custom chassis. Pierce itself explains that it manufactures
6 “[p]roprietary parts” that play “a specific role . . . on [its] fire apparatus.”

7 281. The market for each replacement part for use in a Pierce Fire
8 Apparatus to replace the original part installed in the apparatus is a distinct relevant
9 product market. For example, the market for replacement air conditioning
10 compressors to replace the original air conditioning compressor installed in a
11 Pierce Fire Apparatus is a relevant product market. A hypothetical monopolist in
12 each of these replacement parts markets could profitably impose a small but
13 significant and non-transitory increase in price (“SSNIP”) or other worsening of
14 terms. This is because, for example, if this hypothetical monopolist imposed a
15 SSNIP in replacement air conditioning compressors, customers would accept the
16 increased price and would not substitute away to other replacement parts such as a
17 roll-up door or to air conditioning compressors that are not compatible with a
18 Pierce Fire Apparatus.

19 282. Oshkosh and Pierce manufacture, and Pierce sells, several lines of
20 replacement parts for its Fire Apparatuses in the United States, earning an
21 estimated hundreds of millions of dollars in revenues per year on these
22 replacement parts sales.

23 283. These parts include “genuine” or Pierce original equipment
24 manufacturer parts (“OEM Parts”), which are manufactured to the same
25 specifications as parts used in new equipment. OEM Parts generally are
26 incompatible with fire apparatuses that are not manufactured by Pierce.

27 284. Pierce also sells Pierce-branded replacement parts that are
28 manufactured for Pierce by third-party manufacturers (“White-Label Parts”).

1 White-Label Parts are compatible with Pierce Fire Apparatuses as well as other
2 vehicles. Pierce OEM Parts and White-Label Parts comprise Pierce proprietary
3 parts as referenced herein.

4 285. For example, Horton manufactures branded fan clutches that can be
5 used in many different manufacturers' apparatuses including Pierce Fire
6 Apparatuses. But Pierce contracts with Horton to manufacture virtually identical
7 white-label fan clutches specifically for Pierce, which are assigned a Pierce serial
8 number and sold by Pierce.

9 286. Other examples of White-Label Parts that are made by third-party
10 manufacturers but are assigned a Pierce serial number and sold by Pierce include
11 IMMI seatbelts and supplemental restraint systems, Innovative Controls gauges,
12 Sheppard power steering gears, and Trident Emergency Products hose parts.
13 Because Pierce White-Label Parts have a Pierce serial number and not the serial
14 number of the equivalent or near-equivalent part manufactured and sold by the
15 same third-party manufacturer under that manufacturer's brand name, fire
16 departments cannot easily identify and source the lower-priced, non-Pierce-
17 branded equivalent part from a non-Pierce dealer—even if they know the identity
18 of the manufacturer.

19 287. Replacement parts for Pierce Fire Apparatuses are purchased by a
20 distinct set of customers, namely localities and fire departments that have Pierce
21 Fire Apparatuses. When a part in a customer's Pierce Fire Apparatus breaks, the
22 customer is stuck with the options available that are compatible with and will
23 function in the customer's Pierce Fire Apparatus. Replacement parts for Pierce Fire
24 Apparatuses are distributed by a limited set of specialized vendors: Pierce-
25 authorized dealers and parts suppliers.

26 288. For the same reasons identified with respect to the relevant markets
27 for the various Fire Apparatuses and Custom Chassis, *see supra*, Section II.B, the
28

1 relevant geographic market for each replacement part for Pierce Fire Apparatuses
2 is the United States.

3 289. The U.S. markets for replacement parts for Pierce Fire Apparatuses
4 are defined by many of the same high barriers to entry present in the various Fire
5 Apparatus and the Custom Chassis markets. Replacement parts for Pierce Fire
6 Apparatuses are generally extremely specialized and often complicated products
7 requiring specialized manufacturing facilities, equipment, processes, and know-
8 how across multiple disciplines including chemical, electrical, industrial, and
9 mechanical engineering, as well as skilled and experienced labor. Accumulating
10 such resources requires significant upfront investment. Suppliers in this market
11 must also invest substantial resources to understand and test whether the part will
12 work in a Pierce Fire Apparatus. Particularly for OEM Parts designed and
13 manufactured by Pierce itself, the addressable market is limited to Pierce Fire
14 Apparatuses, which deters investment. Relatedly, loyalty to the Pierce brand and
15 Pierce dealers itself presents a barrier to entry and reinforces information barriers.

16 290. Pierce is a monopolist in numerous U.S. markets for replacement parts
17 for Pierce Fire Apparatuses, including, for example, fan clutches, seatbelts and
18 supplemental restraint systems, gauges, power steering gears, hose parts, door
19 handles, and window regulators for Pierce Fire Apparatuses. In each of the
20 enumerated markets and many more, Pierce is the sole supplier with 100% share or
21 holds a monopoly market share well in excess of 70%.

22 291. Pierce's monopoly position in these relevant markets for replacement
23 parts for Pierce Fire Apparatuses in the United States is no accident. Through a
24 variety of acts and arrangements with Pierce-authorized parts suppliers, Oshkosh
25 and Pierce have monopolized and otherwise taken control over these markets,
26 excluded competitors, ensured that customers have no choice but to purchase parts
27 from Pierce (through the dealers with which Pierce has coordinated to implement
28 its scheme), and enabled themselves to reap extraordinary profits. This comes as no

1 surprise as Pierce’s parent company, Oshkosh, has made clear that “aftermarket
2 parts and service provide a robust growth opportunity while offering stability
3 throughout business cycles.”

4 292. First, Pierce requires its parts dealers and suppliers to agree to sell
5 only Pierce-branded replacement parts for Pierce Fire Apparatuses to customers,
6 and not to sell non-Pierce branded equivalent parts. For example, if a customer
7 approaches a Pierce-authorized parts supplier about acquiring a Horton fan clutch
8 for their Pierce Fire Apparatus, the supplier is required by agreement with Pierce to
9 refuse to sell the Horton-branded fan clutch to the customer—even if it would
10 technically fit and function in the apparatus—and offer the customer only the
11 Pierce-branded White-Label Part instead.

12 293. Second, Pierce deliberately manufactures its Fire Apparatuses with
13 proprietary OEM Parts that are designed to be incompatible with third-party
14 replacement parts, and when they break, they can only be replaced with a Pierce-
15 branded part manufactured by the Oshkosh Defendants (because they are the only
16 manufacturers of these OEM Parts). These parts make up the majority of parts in
17 Pierce Fire Apparatuses.

18 294. For example, although third-party pump panel gauges are theoretically
19 fully compatible with Pierce Fire Apparatuses, Pierce deliberately manufactures
20 its own pump panel gauges in slightly larger diameters than industry standard,
21 which requires boring larger holes into the body of the truck. Due to this deliberate
22 design decision, fire departments are unable to replace Pierce’s pump panel gauges
23 with third-party pump panel gauges when those fail and are instead forced to buy
24 the OEM Part. The proprietary design of the Pierce pump panel, as well as other
25 OEM Parts, does not serve any function but to limit or prevent the interoperability
26 of third-party parts.

27 295. As one commentator with industry experience noted: “One of the
28 problems with Pierce is they have purposely altered or manufactured cab and

1 chassis parts that are proprietary and can only be purchased from Pierce. . . . [L]et’s
2 say you need a replacement power steering pump [M]any other fire apparatus
3 manufacturers use common parts that are available through local auto parts or
4 diesel truck repair dealers. Often the Pierce part is only available from Pierce. And
5 the local Pierce dealers aren’t going to stock a huge inventory of parts. So [the
6 apparatus] goes to the dealer and sits for 2-3 weeks waiting [for] a part to be
7 shipped from Wisconsin.”

8 296. Indeed, over time, Oshkosh and Pierce have increasingly designed
9 Pierce Fire Apparatuses to require the integration of these proprietary OEM Parts.
10 For these OEM Parts, the only option when they break is for the customer to
11 purchase a replacement part from Pierce.

12 297. Third, Pierce forces its customers to purchase Pierce replacement
13 parts through provisions in its various product warranties provided to customers as
14 part of the purchase agreement for an apparatus. For example, both Pierce’s
15 “material and workmanship” warranty and “custom chassis frame” warranty may
16 become void if the customer repairs or replaces a part without written approval
17 from the Pierce Customer Service Department. Similarly, the installation of any
18 non-Pierce branded replacement part by a customer without Pierce’s authorization
19 permits Pierce to void the warranty. Pierce and its authorized parts suppliers work
20 together to enforce these restraints. These provisions allow Pierce to insist that its
21 customers use Pierce-branded parts for repairs, or else void their warranties.

22 298. Adhering to the terms of their warranties is important for purchasers
23 of Pierce Fire Apparatuses, because the purchasers require Pierce’s warranty-
24 related services to maintain and repair the vehicles. These purchasers pay for
25 Pierce’s warranties when they acquire Fire Apparatuses. Without these warranties,
26 repairs would result in unpredictable and sometimes prohibitively expensive costs.

27 299. The exclusive dealing agreements and understandings that Pierce
28 imposes on Pierce-authorized replacement parts dealers/suppliers are effectively

1 long-term in nature and mandatory. This is because Pierce-authorized replacement
2 parts dealers/suppliers depend on healthy sales of replacement parts for Pierce Fire
3 Apparatuses—the highest-selling brand of Fire Apparatuses in the United States—
4 for their revenue streams. If they do not agree to Pierce’s terms, they will lose
5 access to those crucial revenue streams.

6 300. Pierce’s exclusionary restraints substantially foreclose competition in
7 the U.S. markets for replacement parts for Pierce Fire Apparatuses in which Pierce
8 imposes these restraints. Indeed, Pierce’s restraints have excluded all competition
9 in each affected market, with Pierce as the monopolist supplier.

10 301. Pierce Fire Apparatuses represent a substantial (as alleged,
11 conservatively over 30%) share of all Fire Apparatuses owned nationwide. This
12 enormous source of demand for replacement parts for these Pierce Fire
13 Apparatuses is closed off to would-be replacement parts competitors. Even if
14 competitors can sell replacement parts for non-Pierce Fire Apparatuses, Pierce’s
15 restraints deprive them of the scale needed to efficiently compete and thus
16 represent a substantial barrier to entry into the manufacture and sale of replacement
17 parts generally.

18 302. Pierce Fire Apparatus customers are harmed as result of this
19 foreclosure and substantial lessening of competition. The exceptionally long
20 operational lifespan of a Fire Apparatus—which frequently extends to 20 years or
21 more—enables Pierce to use customers’ reliance on Pierce-branded replacement
22 parts to extract long-term profits. Because these vehicles represent a multi-decade
23 commitment for high-volume localities like the City, the initial purchase price is
24 only the first stage of a much longer revenue cycle. By ensuring that, over the
25 lifecycle of those trucks, customers will largely only be able to purchase
26 replacement parts from Pierce, Pierce locks in decades of supra-competitive profits
27 on what was already an overpriced apparatus.
28

1 303. Fire departments find it impossible to predict the true life-cycle costs
2 of their Pierce Fire Apparatuses. This lack of predictability stems in part from
3 extreme delivery backlogs, which currently span two to five years from order to
4 delivery. Indeed, years into the waiting period, Pierce may unilaterally change
5 critical specifications to add new Pierce-proprietary parts—such as the type of
6 doors or suspension bearings—which impact the true life-cycle costs of the
7 apparatus slated for delivery. Faced with these mid-production shifts, departments
8 have no meaningful recourse: They must either accept the apparatus updated with
9 Pierce-proprietary parts, or cancel the order and face another years-long wait with
10 a different builder, with no guarantee that this problem will not repeat itself. Pierce
11 knows that no customer will cancel a \$500,000 or \$1,000,000 order which takes
12 years to fulfill if it unilaterally decides to incorporate proprietary Pierce seatbelt
13 pretensioners, even if, for example, they cost three times more than the third-party
14 seatbelt pretensioners which were originally specified by the customer.

15 304. This cycle effectively traps customers into buying Pierce Fire
16 Apparatuses without having a clear understanding of the costs or parts involved at
17 the time of bidding. This lock-in is further exacerbated by the fact that many fire
18 departments often intentionally maintain large fleets of Fire Apparatuses from a
19 single brand in order to facilitate fleet interoperability. These fire departments
20 cannot easily switch to a different builder even when faced with the ever-
21 increasing use and cost of Pierce proprietary parts in new Fire Apparatuses that are
22 added to their fleets.

23 305. Those costs are enormous. Pierce-branded replacement parts cost
24 customers routinely two, three, and even sometimes four or more times what they
25 would pay for an equivalent part manufactured by a third-party supplier. For
26 example, R•O•M manufactures White-Label roll-up doors for Pierce. When the
27 door breaks, the customer is forced to purchase the White-Label Part
28 (manufactured for Pierce by R•O•M) for two to three times what they would pay if

1 Pierce and the Pierce-authorized parts supplier allowed the customer to purchase
2 the part from R•O•M (either directly or through the dealer) without the Pierce
3 serial number.

4 306. Another example is Pierce's TAK-4 Independent Suspension System,
5 which Pierce explains is "proprietary" and "[c]ustom built for Pierce chassis."
6 Pierce reengineered TAK-4, which had originally been engineered by Oshkosh for
7 military and aircraft rescue vehicles, for its Fire Apparatuses, and now offers a
8 range of TAK-4 custom products in its vehicles. However, because TAK-4 is a
9 proprietary OEM Part, when it breaks, Pierce and its authorized suppliers give
10 customers no choice but to purchase a replacement from Pierce. The same
11 limitations apply to Pierce's proprietary cab switches, steering wheel airbags, Mux
12 computer system and modules, seat back covers with stitched logos, door panels,
13 compartment doors, and window operators. This pricing dynamic is replicated
14 across a broad range of replacement parts for Pierce Fire Apparatuses.

15 307. Pierce's anticompetitive parts scheme and exclusionary arrangements
16 with its authorized parts dealers result not only in customers paying supra-
17 competitive prices for replacement parts they could get for a fraction of the cost
18 absent Pierce's restraints, but also in customers being forced to use inferior parts.
19 Customers forced to use Pierce parts have reported a multitude of defects,
20 including, among others, corrosion and failure of electrical wiring due to moisture
21 intrusion, malfunctioning data link steel wire connectors, air tanks that are not
22 airtight, battery boxes with welds at the seams breaking, and screws with
23 inconsistent thread diameters that tend to pull out and strip. A decade ago, Pierce
24 was known for the quality of its products; today, the Oshkosh Defendants appear to
25 be focusing on cutting costs, allowing their quality to decline.

26 308. In summary, the Oshkosh Defendants use their stranglehold over the
27 supply of replacement parts for Pierce Fire Apparatuses and their customers'
28 dependency on those parts to significantly inflate their long-term profit margins on

1 the Fire Apparatuses they sell. Unlike other Fire Apparatuses where parts might be
2 interchangeable or available through third-party wholesalers, Pierce's custom-
3 engineered architecture and exclusive arrangements with authorized parts dealers
4 prevent customers from benefiting from price competition and innovation on parts.
5 This lack of replacement parts alternatives leaves fire departments with zero
6 leverage; they are forced to accept Pierce's pricing and quality for replacement
7 parts. And it is only a matter of time before the Oshkosh Defendants employ the
8 same tactics with respect to replacement parts for Maxi-Métal and the BME
9 Defendants' apparatuses.

10 309. Ultimately, Pierce's restraints transform a one-time apparatus sale into
11 a sustained, monopolistic revenue stream, as the restraints Pierce imposes act as a
12 barrier to entry for any competing replacement parts manufacturer. For the
13 taxpayer and the locality, this results in a significantly higher total cost of
14 ownership.

15 310. Pierce's establishment and maintenance of a monopoly over Pierce
16 replacement parts has led to inflated pricing and diminished availability of repair
17 and replacement parts for owners of Pierce Fire Apparatuses. Pierce's exclusion of
18 third-party parts manufacturers through exclusive arrangements with dealers and
19 other restrictive conduct forces departments into a state of dependency on Pierce,
20 while simultaneously stifling industry-wide innovation. By preventing third-party
21 manufacturers from developing compatible, lower-price, potentially superior
22 components, Pierce effectively halts the price competition and technological
23 evolution that would exist in a competitive market.

1 **DEFENDANTS HAVE USED THEIR UNLAWFULLY ACQUIRED**
2 **DOMINANCE TO OVERCHARGE FIRE DEPARTMENTS, DELAY**
3 **DELIVERIES, AND OTHERWISE WORSEN TERMS, INJURING AND**
4 **THREATENING TO FURTHER INJURE PLAINTIFF**

5 311. Defendants’ consolidation and other unlawful conduct in the relevant
6 markets have had disastrous effects on the competitiveness of these markets and
7 the ability of fire departments across the country, including the City of Santa
8 Barbara, to obtain Fire Apparatuses and parts at fair, competitive prices and on the
9 timelines required to serve their communities. Defendants’ conduct drastically
10 reduced options and increased the prices for Fire Apparatuses to the City.

11 312. For example, in May 2022, the City contracted to purchase a Pierce
12 Ultimate Configuration Arrow XT Pumper, agreeing to pay approximately
13 \$870,000. This compares to a price of approximately \$700,000 just eight months
14 earlier, in September 2021, when the City contracted to purchase two Pierce
15 Ultimate Configuration Arrow XT Pumpers for that price. In May 2022, the City
16 contracted to purchase a Pierce Custom Aerial, agreeing to pay approximately \$1.7
17 million. These prices that the City paid include hundreds of thousands of dollars in
18 anticompetitive overcharges. The City similarly paid overcharges as a result of
19 Defendants’ anticompetitive roll-ups on other Pierce Fire Apparatuses, as well as
20 other manufacturers’ apparatuses, that the City purchased in the time period from
21 2022 to the present and earlier.

22 313. In the course of the purchases identified above, the City interacted
23 with and negotiated directly with Pierce. While the dealer—South Coast Fire
24 Equipment, Pierce’s exclusive apparatus dealer for the Southern California
25 region—sometimes facilitated the passage of information between the City and
26 Pierce, the purchases were fundamentally between the City and Pierce. For
27 example, around the time of the City’s September 2021 order, the City sent a letter
28 to South Coast Fire Equipment, stating its “inten[t] to purchase 2 Arrow XT Pierce

1 Ultimate Configuration 1500 GPM Triple Combination Pumping Engines,”
2 explaining that the letter was “issued for the sole purpose of assisting you in
3 securing all current specifications, pricing, discounts, [and] build dates” from
4 Pierce for the City.

5 314. City representatives made several visits to Pierce’s offices in
6 Wisconsin during pre-construction, mid-point inspection, and/or final inspection
7 stages with respect to the purchases described above. At the pre-construction
8 meeting, City representatives worked with Pierce engineers to finalize the
9 specifications for the apparatuses. At the mid-build inspection meetings, City
10 representatives inspected the apparatuses to ensure they conformed to the
11 specifications. At the final inspection meetings, the City inspected the apparatuses
12 and confirmed they were built to the specifications. Any items of concern were
13 documented, photographed, and fixed by Pierce. Once the vehicles were complete,
14 Pierce delivered them to South Coast Fire Equipment, whereupon the City received
15 them.

16 315. Moreover, a provision of the City’s purchase agreement with South
17 Coast provides that the apparatuses would “conform[] with all Federal Department
18 of Transportation (DOT) rules and regulations in effect at the time of bid, and with
19 all National Fire Protection Association (NFPA) guidelines for Automotive Fire
20 Apparatus as published at time of bid Any increased costs incurred by the first
21 party [Pierce] because of future changes in or additions to said DOT or NFPA
22 standards will be passed along to the customer as an addition to the price set forth
23 above.” As this language makes clear, the purchase agreement was in substance
24 between the City and Pierce, with the City agreeing that *Pierce* was entitled to pass
25 on directly to the City any increased costs *Pierce* incurred as a result of changes to
26 DOT and NFPA standards, which would affect the costs to *Pierce* of manufacturing
27 the apparatuses.
28

1 316. In addition to imposing higher prices, Defendants' anticompetitive
2 conduct has harmed the City of Santa Barbara by drastically increasing the time it
3 must wait to actually receive the apparatuses it buys. For example, although the
4 City ordered a Pierce Ultimate Configuration Arrow XT Pumper in May 2022, it
5 took three *years* to be delivered, finally arriving in April 2025. It took Pierce three
6 years and two months to deliver the Custom Aerial the City ordered in May 2022.
7 Current build estimates are no better. A BME Type 3 truck was recently quoted to
8 the City at an estimated build-time of 30 to 36 months, for an inflated price of
9 approximately \$685,000. A Pierce Ultimate Configuration Enforcer Pumper was
10 recently quoted to the City at an estimated build-time of 50 to 53 months—*over 4*
11 *years*—at an exorbitant price of nearly \$1.3 million. A given Fire Apparatus's
12 useful life is anywhere from 10-20 years. Because each year of delay represents
13 tens if not hundreds of thousands of dollars in damage, the City has incurred
14 substantial additional damages—on top of original apparatus purchase
15 overcharges—in the form of delivery delays as a result of Defendants'
16 anticompetitive conduct. These damages continue to the present day. The City has
17 also paid overcharges on Pierce replacement parts as a result of Pierce's
18 anticompetitive conduct.

19 317. Not only has Defendants' anticompetitive conduct directly injured the
20 City, but it has also harmed the public at large. When the City and other public
21 entities pay hundreds of thousands to millions of dollars in overcharges, and these
22 public entities cannot get the parts they need for their apparatuses in a timely and
23 cost-effective manner, their citizens pay the price in the form of higher taxes and
24 budget shifts that force state and local entities to reduce funding to other services.

25 318. The City's injuries will continue indefinitely into the future unless the
26 Court enjoins Defendants' unlawful conduct and orders the unwinding of each of
27 their unlawful combinations. There is no substitute for Custom Fire Apparatuses,
28 Wildland Fire Apparatuses, or Fire Apparatuses at large, and there is no substitute

1 for replacement parts for Pierce Fire Apparatuses. The fire departments of public
2 entities like the City must have these lifesaving vehicles and replacement parts to
3 ensure public safety, yet departments currently have no choice but to continue to
4 make purchases in the relevant markets to source this critical equipment. Absent
5 Court intervention, fire departments will continue to pay extractive prices—
6 draining localities’ health and safety budgets—and suffer reduced choice,
7 worsened terms, delivery delays, and other harms, which they must endure as they
8 meet their obligations to protect the public safety far into the future. Because no
9 remedy at law can adequately compensate the City for this future harm, the Court
10 must stop Defendants’ anticompetitive conduct and restore the relevant markets to
11 their deconcentrated, pre-acquisition state.

12 VIOLATIONS ALLEGED

13 CAUSE OF ACTION ONE

14 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the REV Group* 15 *Defendants and the AIP Defendants*

16 319. Plaintiff restates, realleges, and incorporates by reference each of the
17 allegations in paragraphs 1 through 318 as though fully set forth herein.

18 320. Between 2008 and 2020, the AIP Defendants and REV Group, directly
19 or indirectly, made four horizontal acquisitions in the Custom Chassis, Custom
20 Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United
21 States, substantially reducing choice and competition in the Custom Chassis,
22 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets. The
23 AIP Defendants controlled, directed, dictated, and encouraged REV Group’s
24 conduct with respect to, and directly and actively participated in, the acquisitions
25 of E-ONE, KME, Ferrara, and Spartan’s emergency response unit.

26 321. The AIP Defendants and REV Group’s acquisitions may substantially
27 lessen competition or tend to create a monopoly—indeed, they have already
28 substantially lessened competition and tended to create a monopoly—in the

1 Custom Chassis, Custom Pumper, Custom Aerial, Custom Quint, and Fire
2 Apparatus markets in the United States when considered as a series of acquisitions.
3 The AIP Defendants and REV Group’s acquisition of Spartan’s emergency
4 response segment on its own may substantially lessen competition or tend to create
5 a monopoly—indeed, it has already substantially lessened competition and tended
6 to create a monopoly—in the Custom Chassis market in the United States.

7 322. The AIP Defendants and REV Group Defendants cannot show any
8 cognizable efficiencies of sufficient character and magnitude or any other
9 countervailing factors such that their acquisitions were not anticompetitive.

10 323. The AIP Defendants and REV Group’s acquisitions, when considered
11 cumulatively, violated Section 7 of the Clayton Act, 15 U.S.C. § 18. The AIP
12 Defendants and REV Group’s acquisition of Spartan’s emergency response unit on
13 its own violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

14 324. As a result of the AIP Defendants and REV Group Defendants’
15 violations of Clayton Act Section 7, and the harm to competition caused by those
16 violations, the City has suffered substantial injuries to its business and property,
17 and is entitled to recover from the AIP Defendants and the REV Group Defendants
18 damages, in an amount to be proven at trial and automatically trebled, as provided
19 by 15 U.S.C. § 15.

20 325. The City will suffer actual and threatened irreparable injury and loss
21 of its business and property, for which there is no adequate remedy at law, unless
22 the Court enjoins the AIP Defendants and the REV Group Defendants from their
23 unlawful conduct and continuing and threatened future violations of the antitrust
24 laws. The City is thus entitled to injunctive relief against the AIP Defendants and
25 the REV Group Defendants under 15 U.S.C. § 26.

26 326. The City is also entitled to recover from the AIP Defendants and the
27 REV Group Defendants costs of suit, including reasonable attorney fees, as
28 provided by 15 U.S.C. §§ 15 and 26.

1 **CAUSE OF ACTION TWO**

2 ***Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the Oshkosh Defendants***

3 327. Plaintiff restates, realleges, and incorporates by reference each of the
4 allegations in paragraphs 1 through 318 as though fully set forth herein.

5 328. In 2021, Pierce acquired stock or other share capital providing an
6 ownership interest in Boise Mobile Equipment, Inc., through its acquisition of a
7 25% ownership interest in BME Fire Trucks LLC, a subsidiary of Boise Mobile.
8 Oshkosh controlled, directed, dictated, and encouraged Pierce’s conduct with
9 respect to, and directly and actively participated in, Pierce’s acquisition of this
10 ownership interest in the BME Defendants. Through their ownership interest,
11 Oshkosh and Pierce can and do actively influence and direct the BME Defendants.

12 329. In 2022 Oshkosh Corporation acquired Maxi-Métal. Pierce controlled,
13 directed, dictated, and encouraged Oshkosh’s conduct with respect to, and directly
14 and actively participated in, the Maxi-Métal acquisition.

15 330. Oshkosh and Pierce’s acquisitions of Maxi-Métal and an ownership
16 interest in the BME Defendants may substantially lessen competition or tend to
17 create a monopoly—indeed, they have already substantially lessened competition
18 and tended to create a monopoly—in the Fire Apparatus market in the United
19 States, when considered as a series of acquisitions or individually. Oshkosh and
20 Pierce’s acquisition of Maxi-Métal, considered on its own, may substantially lessen
21 competition or tend to create a monopoly—indeed, it has already substantially
22 lessened competition and tended to create a monopoly—in the Custom Pumpers
23 and Custom Chassis markets in the United States. Oshkosh and Pierce’s
24 acquisition of an ownership interest in the BME Defendants, on its own, may
25 substantially lessen competition or tend to create a monopoly—indeed, it has
26 already substantially lessened competition or tended to create a monopoly—in the
27 Wildland Fire Apparatus market in the United States.

28

1 331. The Oshkosh Defendants cannot show any cognizable efficiencies of
2 sufficient character and magnitude or any other countervailing factors such that
3 these acquisitions were not anticompetitive.

4 332. Oshkosh and Pierce's acquisition of Maxi-Métal and an ownership
5 interest in the BME Defendants, when considered individually or as a series of
6 acquisitions, violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

7 333. As a result of the Oshkosh Defendants' violations of Clayton Act
8 Section 7, and the harm to competition caused by those violations, the City has
9 suffered substantial injuries to its business and property, and is entitled to recover
10 from the Oshkosh Defendants damages, in an amount to be proven at trial and
11 automatically trebled, as provided by 15 U.S.C. § 15.

12 334. The City will suffer actual and threatened irreparable injury and loss
13 of its business and property, for which there is no adequate remedy at law, unless
14 the Court enjoins the Oshkosh Defendants from its unlawful conduct and
15 continuing and threatened future violations of the antitrust laws. The City is thus
16 entitled to injunctive relief against the Oshkosh Defendants under 15 U.S.C. § 26.

17 335. The City is also entitled to recover from the Oshkosh Defendants
18 costs of suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15
19 and 26.

20 CAUSE OF ACTION THREE

21 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the BME Defendants*

22 336. Plaintiff restates, realleges, and incorporates by reference each of the
23 allegations in paragraphs 1 through 318 as though fully set forth herein.

24 337. In 2021, Pierce acquired stock or other share capital providing an
25 ownership interest in Boise Mobile Equipment, Inc., through its acquisition of a
26 25% ownership interest in BME Fire Trucks LLC, a subsidiary of Boise Mobile.
27 Boise Mobile controlled, directed, dictated, and encouraged BME Fire Trucks'
28 conduct with respect to, and directly and actively participated in, Pierce's

1 acquisition of this ownership interest in BME Fire Trucks. Through their
2 ownership interest, Oshkosh and Pierce can and do actively influence and direct
3 the BME Defendants.

4 338. Pierce and Oshkosh's acquisition of an ownership interest in the BME
5 Defendants may substantially lessen competition or tend to create a monopoly—
6 indeed, it has already substantially lessened competition and tended to create a
7 monopoly—in the Wildland Fire Apparatus and Fire Apparatus markets in the
8 United States.

9 339. The BME Defendants cannot show any cognizable efficiencies of
10 sufficient character and magnitude or any other countervailing factors such that the
11 acquisition was not anticompetitive.

12 340. Pierce and Oshkosh's acquisition of an ownership interest in the BME
13 Defendants violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

14 341. As a result of the BME Defendants' violations of Clayton Act Section
15 7, and the harm to competition caused by those violations, the City has suffered
16 substantial injuries to its business and property, and is entitled to recover from the
17 BME Defendants damages, in an amount to be proven at trial and automatically
18 trebled, as provided by 15 U.S.C. § 15.

19 342. The City will suffer actual and threatened irreparable injury and loss
20 of its business and property, for which there is no adequate remedy at law, unless
21 the Court enjoins the BME Defendants from their unlawful conduct and continuing
22 and threatened future violations of the antitrust laws. The City is thus entitled to
23 injunctive relief against the BME Defendants under 15 U.S.C. § 26.

24 343. The City is also entitled to recover from the BME Defendants costs of
25 suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

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1 **CAUSE OF ACTION FOUR**

2 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***
3 ***Against the REV Group Defendants and AIP Defendants***

4 344. Plaintiff restates, realleges, and incorporates by reference each of the
5 allegations in paragraphs 1 through 318 as though fully set forth herein.

6 345. Between 2008 and 2020, the AIP Defendants and REV Group, directly
7 or indirectly, made four horizontal acquisitions in the Custom Chassis, Custom
8 Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United
9 States. The AIP Defendants controlled, directed, dictated, and encouraged REV
10 Group’s conduct with respect to, and directly and actively participated in, the
11 acquisitions of E-ONE, KME, Ferrara, and Spartan’s emergency response unit.

12 346. The AIP Defendants and REV Group’s acquisitions, considered
13 cumulatively, constituted attempted monopolization of the Custom Chassis,
14 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the
15 United States, in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2. The AIP
16 Defendants and REV Group’s acquisition of Spartan’s emergency response unit on
17 its own constituted attempted monopolization of the Custom Chassis market in the
18 United States in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2.

19 347. The REV Group Defendants possess market power in the Custom
20 Chassis, Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus
21 markets in the United States, as demonstrated by, *inter alia*, their high market
22 shares, barriers to entry, and ability to charge supra-competitive prices in the
23 relevant markets.

24 348. The AIP Defendants and REV Group Defendants’ acquisitions set
25 forth above were anticompetitive, and they implemented their anticompetitive
26 acquisition scheme, and otherwise acted, with the specific intent for the REV
27 Group Defendants to monopolize the Custom Chassis, Custom Pumper, Custom
28 Aerial, Custom Quint, and Fire Apparatus markets in the United States.

1 349. There is a dangerous probability that the AIP Defendants and REV
2 Group Defendants' anticompetitive acquisition scheme has resulted or will result in
3 the REV Group Defendants' achievement of a monopoly in the Custom Chassis,
4 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the
5 United States. The AIP Defendants and REV Group Defendants' anticompetitive
6 acquisition scheme has reduced competition and has produced anticompetitive
7 effects in these markets, including the City's antitrust injury and damages.

8 350. The AIP Defendants and REV Group Defendants' anticompetitive
9 acquisition scheme had no procompetitive benefit or justification. The
10 anticompetitive effects of their acquisitions outweigh any purported procompetitive
11 justifications.

12 351. As a result of the AIP Defendants and REV Group Defendants'
13 anticompetitive acquisition scheme, and the harm to competition caused by that
14 conduct, the City has suffered substantial injuries to its business and property, and
15 is entitled to recover from the AIP Defendants and REV Group Defendants
16 damages, in an amount to be proven at trial and automatically trebled, as provided
17 by 15 U.S.C. § 15.

18 352. The City will suffer actual and threatened irreparable injury and loss
19 of its business and property, for which there is no adequate remedy at law, unless
20 the Court enjoins the AIP Defendants and the REV Group Defendants from their
21 unlawful conduct and continuing and threatened future violations of the antitrust
22 laws. The City is thus entitled to injunctive relief against the AIP Defendants and
23 the REV Group Defendants under 15 U.S.C. § 26.

24 353. The City is also entitled to recover from the AIP Defendants and REV
25 Group Defendants costs of suit, including reasonable attorney fees, as provided by
26 15 U.S.C. §§ 15 and 26.

27

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1 **CAUSE OF ACTION FIVE**

2 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***
3 ***Against the Oshkosh Defendants***

4 354. Plaintiff restates, realleges, and incorporates by reference each of the
5 allegations in paragraphs 1 through 318 as though fully set forth herein.

6 355. In 2021, Pierce acquired stock or other share capital providing an
7 ownership interest in Boise Mobile Equipment, Inc., through its acquisition of a
8 25% ownership interest in BME Fire Trucks LLC, a subsidiary of Boise Mobile,
9 and began engaging in concerted activity with the BME Defendants in the
10 Wildland Fire Apparatus and Fire Apparatus markets in the United States. Oshkosh
11 controlled, directed, dictated, and encouraged Pierce’s conduct with respect to, and
12 directly and actively participated in, Pierce’s acquisition of this ownership interest
13 in the BME Defendants and this combination with the BME Defendants. Through
14 their ownership interest, Pierce and Oshkosh can and do actively influence and
15 direct the BME Defendants.

16 356. In 2022 Oshkosh Corporation acquired Maxi-Métal. Pierce controlled,
17 directed, dictated, and encouraged Oshkosh’s conduct with respect to, and directly
18 and actively participated in, the Maxi-Métal acquisition.

19 357. Oshkosh and Pierce’s acquisitions of Maxi-Métal and an ownership
20 interest in the BME Defendants and their combination with the BME Defendants
21 constituted attempted monopolization of the Fire Apparatus market in the United
22 States, when considered as a series of acquisitions or individually, in violation of
23 Section 2 of the Sherman Act, 15 U.S.C. § 2. Oshkosh and Pierce’s acquisition of
24 Maxi-Métal, considered on its own, constituted attempted monopolization of the
25 Custom Pumpers market in the United States, in violation of Section 2 of the
26 Sherman Act, 15 U.S.C. § 2. Oshkosh and Pierce’s acquisition of an ownership
27 interest in the BME Defendants and their combination with the BME Defendants,
28 on their own, constituted attempted monopolization of the Wildland Fire Apparatus

1 market in the United States, in violation of Section 2 of the Sherman Act, 15
2 U.S.C. § 2.

3 358. The Oshkosh Defendants possess market power in the Custom
4 Pumper and Fire Apparatus markets in the United States, as demonstrated by, *inter*
5 *alia*, their high market shares, barriers to entry, and ability to charge supra-
6 competitive prices in those relevant markets. The BME Defendants possess market
7 power in the Wildland Fire Apparatus market in the United States, as demonstrated
8 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-
9 competitive prices in that relevant market. The Oshkosh Defendants combined
10 with the BME Defendants possess market power in the Wildland Fire Apparatus
11 and Fire Apparatus markets in the United States, as demonstrated by, *inter alia*,
12 their high combined market shares, barriers to entry, and ability to charge supra-
13 competitive prices in those relevant markets.

14 359. The Oshkosh Defendants' acquisitions and combinations set forth
15 above were anticompetitive, and they implemented their anticompetitive
16 acquisitions and combinations, and otherwise acted, with the specific intent to
17 monopolize the Custom Pumper, Wildland Fire Apparatus, and Fire Apparatus
18 markets in the United States.

19 360. There is a dangerous probability that the Oshkosh Defendants'
20 anticompetitive acquisitions and combinations have resulted or will result in the
21 achievement of a monopoly in the Custom Pumper, Wildland Fire Apparatus, and
22 Fire Apparatus markets in the United States. The Oshkosh Defendants'
23 anticompetitive acquisitions and combinations have reduced competition and have
24 produced anticompetitive effects in these markets, including the City's antitrust
25 injury and damages.

26 361. The Oshkosh Defendants' anticompetitive acquisitions and
27 combinations had no procompetitive benefit or justification. The anticompetitive
28

1 effects of their acquisitions and combinations outweigh any purported
2 procompetitive justifications.

3 362. As a result of the Oshkosh Defendants' anticompetitive acquisitions
4 and combinations, and the harm to competition caused by that conduct, the City
5 has suffered substantial injuries to its business and property, and is entitled to
6 recover from the Oshkosh Defendants damages, in an amount to be proven at trial
7 and automatically trebled, as provided by 15 U.S.C. § 15.

8 363. The City will suffer actual and threatened irreparable injury and loss
9 of its business and property, for which there is no adequate remedy at law, unless
10 the Court enjoins the Oshkosh Defendants from their unlawful conduct and
11 continuing and threatened future violations of the antitrust laws. The City is thus
12 entitled to injunctive relief against the Oshkosh Defendants under 15 U.S.C. § 26.

13 364. The City is also entitled to recover from the Oshkosh Defendants
14 costs of suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15
15 and 26.

16 **CAUSE OF ACTION SIX**

17 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***
18 ***Against the BME Defendants***

19 365. Plaintiff restates, realleges, and incorporates by reference each of the
20 allegations in paragraphs 1 through 318 as though fully set forth herein.

21 366. In 2021, Pierce acquired an ownership interest in Boise Mobile
22 Equipment, Inc., through its acquisition of a 25% stock or other share capital
23 providing an ownership interest in BME Fire Trucks LLC, a subsidiary of Boise
24 Mobile, and began engaging in anticompetitive concerted activity with the BME
25 Defendants in the Wildland Fire Apparatus and Fire Apparatus markets in the
26 United States. Boise Mobile controlled, directed, dictated, and encouraged BME
27 Fire Trucks' conduct with respect to, and directly and actively participated in, this
28 sale of an ownership interest to and combination with Pierce and Oshkosh.

1 Through their ownership interest, Pierce and Oshkosh can and do actively
2 influence and direct the BME Defendants.

3 367. The BME Defendants' sale of an ownership interest in the BME
4 Defendants to Pierce and Oshkosh and their concerted activity with Pierce and
5 Oshkosh in the Wildland Fire Apparatus and Fire Apparatus markets constituted
6 attempted monopolization of the Wildland Fire Apparatus and Fire Apparatus
7 markets in the United States, in violation of Section 2 of the Sherman Act, 15
8 U.S.C. § 2.

9 368. The BME Defendants possess market power in the Wildland Fire
10 Apparatus market in the United States, as demonstrated by, *inter alia*, their high
11 market share, barriers to entry, and ability to charge supra-competitive prices in
12 that relevant market. The Oshkosh Defendants possess market power in the Fire
13 Apparatus market in the United States, as demonstrated by, *inter alia*, their high
14 market share, barriers to entry, and ability to charge supra-competitive prices in
15 that relevant market. The Oshkosh Defendants combined with the BME
16 Defendants possess market power in the Wildland Fire Apparatus and Fire
17 Apparatus markets in the United States, as demonstrated by, *inter alia*, their high
18 combined market shares, barriers to entry, and ability to charge supra-competitive
19 prices in those relevant markets.

20 369. The BME Defendants' sale of an ownership interest to and
21 combination with Pierce and Oshkosh set forth above were anticompetitive, and
22 they engaged in this anticompetitive conduct, and otherwise acted, with the
23 specific intent to monopolize the Wildland Fire Apparatus and Fire Apparatus
24 markets in the United States.

25 370. There is a dangerous probability that the BME Defendants' sale of an
26 ownership interest to and combination with Pierce and Oshkosh have resulted or
27 will result in the achievement of a monopoly in the Wildland Fire Apparatus and
28 Fire Apparatus markets in the United States. This conduct has reduced competition

1 and has produced anticompetitive effects in the Wildland Fire Apparatus and Fire
2 Apparatus markets, including the City's antitrust injury and damages.

3 371. The BME Defendants' sale of an ownership interest to and
4 combination with Pierce and Oshkosh had no procompetitive benefit or
5 justification. The anticompetitive effects of this conduct outweigh any purported
6 procompetitive justifications.

7 372. As a result of the BME Defendants' sale of an ownership interest to
8 and combination with Pierce and Oshkosh, and the harm to competition caused by
9 that conduct, the City has suffered substantial injuries to its business and property,
10 and is entitled to recover from the BME Defendants damages, in an amount to be
11 proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

12 373. The City will suffer actual and threatened irreparable injury and loss
13 of its business and property, for which there is no adequate remedy at law, unless
14 the Court enjoins the BME Defendants from their unlawful conduct and continuing
15 and threatened future violations of the antitrust laws. The City is thus entitled to
16 injunctive relief against the BME Defendants under 15 U.S.C. § 26.

17 374. The City is also entitled to recover from the BME Defendants costs of
18 suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

19 **CAUSE OF ACTION SEVEN**

20 ***Violations of Sherman Act § 1, 15 U.S.C. § 1 – Combination in Restraint of***
21 ***Trade – Against Pierce and Oshkosh and the BME Defendants***

22 375. Plaintiff restates, realleges, and incorporates by reference each of the
23 allegations in paragraphs 1 through 318 as though fully set forth herein.

24 376. In 2021, Pierce acquired an ownership interest in Boise Mobile
25 Equipment, Inc., through its acquisition of a 25% stock or other share capital
26 providing ownership interest in BME Fire Trucks LLC, a subsidiary of Boise
27 Mobile, and began engaging in anticompetitive concerted activity with the BME
28 Defendants in the Wildland Fire Apparatus and Fire Apparatus markets in the

1 United States. Oshkosh controlled, directed, dictated, and encouraged Pierce's
2 conduct with respect to, and directly and actively participated in, Pierce's
3 acquisition of this ownership interest in the BME Defendants and this combination
4 with the BME Defendants. Boise Mobile controlled, directed, dictated, and
5 encouraged BME Fire Trucks' conduct with respect to, and directly and actively
6 participated in, this sale of an ownership interest to and combination with Pierce
7 and Oshkosh.

8 377. Pierce and Oshkosh's acquisition of an ownership interest in the BME
9 Defendants and their concerted activity with the BME Defendants in the Wildland
10 Fire Apparatus and Fire Apparatus markets in the United States, and the BME
11 Defendants' sale of an ownership interest in the BME Defendants to Pierce and
12 Oshkosh and their concerted activity with Pierce and Oshkosh in the Wildland Fire
13 Apparatus and Fire Apparatus markets in the United States, constitute a contract,
14 combination in the form of trust or otherwise, and conspiracy in restraint of trade
15 in the Wildland Fire Apparatus and Fire Apparatus markets in the United States, in
16 violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

17 378. Pierce, Oshkosh, and the BME Defendants' combination is a nakedly
18 anticompetitive, per se illegal horizontal restraint of trade amongst competitors.
19 Before the combination, Pierce and Oshkosh and the BME Defendants were
20 independently competing with each other in the Wildland Fire Apparatus and Fire
21 Apparatus markets in the United States, including to research, innovate, develop,
22 market, and sell Fire Apparatuses in those markets. The combination has enabled
23 these Defendants to reduce or avoid that competition and instead to coordinate on
24 research, investment, development, marketing, and sale of Fire Apparatuses. An
25 observer with even a rudimentary understanding of economics would conclude that
26 the combination would have anticompetitive effects on customers in the U.S.
27 markets for Wildland Fire Apparatuses and Fire Apparatuses.

28

1 379. In the alternative, Pierce, Oshkosh, and the BME Defendants'
2 combination is an unreasonable restraint of trade. The Oshkosh Defendants have
3 market power in the Fire Apparatus market in the United States, as demonstrated
4 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-
5 competitive prices in that relevant market. The BME Defendants have market
6 power in the Wildland Fire Apparatus market in the United States, as demonstrated
7 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-
8 competitive prices in that relevant market. Pierce and Oshkosh combined with the
9 BME Defendants possess market power in the Wildland Fire Apparatus and Fire
10 Apparatus markets in the United States, as demonstrated by, *inter alia*, their high
11 combined market shares, barriers to entry, and ability to charge supra-competitive
12 prices in those relevant markets. Pierce, Oshkosh, and the BME Defendants'
13 combination has reduced and harmed competition in the Wildland Fire Apparatus
14 and Fire Apparatus markets in the United States. The combination has no
15 procompetitive benefit or justification. The anticompetitive effects of the
16 combination outweigh any purported procompetitive justifications.

17 380. As a result of Pierce, Oshkosh, and the BME Defendants'
18 combination, and the harm to competition caused by that conduct, the City has
19 suffered substantial injuries to its business and property, and is entitled to recover
20 from Pierce, Oshkosh, and the BME Defendants damages, in an amount to be
21 proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

22 381. The City will suffer actual and threatened irreparable injury and loss
23 of its business and property, for which there is no adequate remedy at law, unless
24 the Court enjoins Pierce, Oshkosh, and the BME Defendants from their unlawful
25 conduct and continuing and threatened future violations of the antitrust laws. The
26 City is thus entitled to injunctive relief against Pierce, Oshkosh, and the BME
27 Defendants under 15 U.S.C. § 26.

28

1 382. The City is also entitled to recover from Pierce, Oshkosh, and the
2 BME Defendants costs of suit, including reasonable attorney fees, as provided by
3 15 U.S.C. §§ 15 and 26.

4 **CAUSE OF ACTION EIGHT**

5 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Conspiracy to Monopolize –***
6 ***Against Pierce, Oshkosh, and the BME Defendants***

7 383. Plaintiff restates, realleges, and incorporates by reference each of the
8 allegations in paragraphs 1 through 318 as though fully set forth herein.

9 384. Pierce, Oshkosh, and the BME Defendants knowingly entered into an
10 agreement or mutual understanding to obtain or maintain Pierce and Oshkosh’s
11 and/or the BME Defendants’ monopoly power in the Wildland Fire Apparatus and
12 Fire Apparatus markets in the United States, in violation of Sherman Act Section 2,
13 15 U.S.C. § 2.

14 385. Pierce, Oshkosh, and the BME Defendants specifically intended that
15 Pierce and Oshkosh and/or the BME Defendants would obtain or maintain
16 monopoly power in the Wildland Fire Apparatus and Fire Apparatus markets in the
17 United States.

18 386. Pierce’s, Oshkosh’s, and the BME Defendants’ acts in furtherance of
19 the conspiracy include Pierce’s acquisition of an ownership interest in Boise
20 Mobile, through its acquisition of a 25% ownership interest in BME Fire Trucks;
21 Pierce, Oshkosh, and the BME Defendants’ announced “partnership” with respect
22 to Wildland Fire Apparatuses; and their ongoing coordination of their activities in
23 the U.S. markets for Fire Apparatuses and Wildland Fire Apparatuses. Oshkosh
24 controlled, directed, dictated, and encouraged Pierce’s conduct with respect to, and
25 directly and actively participated in, Pierce’s acquisition of this ownership interest
26 in the BME Defendants and this combination with the BME Defendants. Boise
27 Mobile controlled, directed, dictated, and encouraged BME Fire Trucks’ conduct
28

1 with respect to, and directly and actively participated in, this sale of an ownership
2 interest to and combination with Pierce and Oshkosh.

3 387. The conspiracy reduced competition and has produced
4 anticompetitive effects in the Wildland Fire Apparatus and Fire Apparatus markets
5 in the United States, including the City's antitrust injury and damages.

6 388. As a result of the conspiracy, and the harm to competition caused by
7 the conspiracy, the City has suffered substantial injuries to its business and
8 property, and is entitled to recover from Pierce, Oshkosh, and the BME Defendants
9 damages, in an amount to be proven at trial and automatically trebled, as provided
10 by 15 U.S.C. § 15.

11 389. The City will suffer actual and threatened irreparable injury and loss
12 of its business and property, for which there is no adequate remedy at law, unless
13 the Court enjoins Pierce, Oshkosh, and the BME Defendants from their unlawful
14 conduct and continuing and threatened future violations of the antitrust laws. The
15 City is thus entitled to injunctive relief against Pierce, Oshkosh, and the BME
16 Defendants under 15 U.S.C. § 26.

17 390. The City is also entitled to recover from Pierce, Oshkosh, and the
18 BME Defendants costs of suit, including reasonable attorney fees, as provided by
19 15 U.S.C. §§ 15 and 26.

20 **CAUSE OF ACTION NINE**

21 ***Violations of California Cartwright Act, Cal. Bus. & Prof. Code § 16720 et seq. –***
22 ***Restraint of Trade – Against Pierce, Oshkosh, and the BME Defendants***

23 391. Plaintiff restates, realleges, and incorporates by reference each of the
24 allegations in paragraphs 1 through 318 as though fully set forth herein.

25 392. In 2021, Pierce acquired an ownership interest in Boise Mobile
26 Equipment, Inc., through its acquisition of a 25% stock or other share capital
27 providing ownership interest in BME Fire Trucks LLC, a subsidiary of Boise
28 Mobile, and began engaging in anticompetitive concerted activity with the BME

1 Defendants in the Wildland Fire Apparatus and Fire Apparatus markets in the
2 United States. Oshkosh controlled, directed, dictated, and encouraged Pierce's
3 conduct with respect to, and directly and actively participated in, Pierce's
4 acquisition of this ownership interest in the BME Defendants and this combination
5 with the BME Defendants. Boise Mobile controlled, directed, dictated, and
6 encouraged BME Fire Trucks' conduct with respect to, and directly and actively
7 participated in, this sale of an ownership interest to and combination with Pierce
8 and Oshkosh.

9 393. Pierce and Oshkosh's acquisition of an ownership interest in the BME
10 Defendants and their concerted activity with the BME Defendants in the Wildland
11 Fire Apparatus and Fire Apparatus markets in the United States, and the BME
12 Defendants' sale of an ownership interest in the BME Defendants to Pierce and
13 Oshkosh and their concerted activity with Pierce and Oshkosh in the Wildland Fire
14 Apparatus and Fire Apparatus markets in the United States, constitute an unlawful
15 trust.

16 394. Pierce and Oshkosh and the BME Defendants have combined their
17 capital, skill, and acts for the purpose of creating or carrying out restrictions in the
18 Wildland Fire Apparatus and Fire Apparatus markets in the United States; limiting
19 or reducing the production of and increasing the prices of Fire Apparatuses,
20 including Wildland Fire Apparatuses, in the United States; preventing competition
21 in manufacturing, making, and selling Fire Apparatuses, including Wildland Fire
22 Apparatuses, in the United States; fixing at a standard or figure, whereby their
23 prices to the public and consumers are controlled or established, Fire Apparatuses,
24 including Wildland Fire Apparatuses, in the United States; and making, entering
25 into, and executing and carrying out a contract, obligation, and agreement by
26 which they bound themselves not to sell Fire Apparatuses, including Wildland Fire
27 Apparatuses, below a common standard figure or fixed value in the United States,
28 agreed to keep the prices of Fire Apparatuses, including Wildland Fire

1 Apparatuses, in the United States at a fixed or graduated figure, established or
2 settled the prices of Fire Apparatuses, including Wildland Fire Apparatuses, in the
3 United States between themselves so as directly and indirectly to preclude a free
4 and unrestricted competition among themselves, and agreed to pool, combine, and
5 directly and indirectly unite their respective interests connected with the sale of
6 Fire Apparatuses, including Wildland Fire Apparatuses, in the United States that
7 their prices might in any manner be affected.

8 395. Following Pierce's acquisition of an ownership interest in BME Fire
9 Trucks LLC, Pierce and Oshkosh, on one hand, and the Boise Mobile Defendants,
10 on the other, remained separate entities and maintained separate and independent
11 interests, and yet acted in concert, or combined, including not only by both holding
12 ownership interests in BME Fire Trucks but also by working together and
13 "partnering" with respect to Wildland Fire Apparatuses and Fire Apparatuses that
14 they otherwise compete to manufacture, market, and sell. Pierce and Oshkosh, on
15 one hand, and the Boise Mobile Defendants, on the other, have thus engaged in
16 cooperative action for an anticompetitive purpose while otherwise continuing to
17 exist as independent, competing entities. For example, following the combination,
18 Pierce and the BME Defendants both have continued to market and sell their
19 respective Type 3 Fire Apparatuses (Pierce's BXTM Wildland and the BME
20 Defendants' Cal Fire Model 34, Targhee, Summit, Rocky Mountain, and Tamarack
21 models).

22 396. Pierce, Oshkosh, and the BME Defendants' combination is a nakedly
23 anticompetitive, per se illegal horizontal restraint of trade amongst competitors that
24 violates the California Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.*
25 Before the combination, Pierce and Oshkosh and the BME Defendants were
26 independently competing with each other in the Wildland Fire Apparatus and Fire
27 Apparatus markets in the United States, including to research, innovate, develop,
28 market, and sell Fire Apparatuses in those markets. The combination has enabled

1 these Defendants to reduce or avoid that competition and instead to coordinate on
2 research, investment, development, marketing, and sale of Fire Apparatuses. An
3 observer with even a rudimentary understanding of economics would conclude that
4 the combination would have anticompetitive effects on customers in the U.S.
5 markets for Wildland Fire Apparatuses and Fire Apparatuses.

6 397. In the alternative, Pierce, Oshkosh, and the BME Defendants'
7 combination is an unreasonable restraint of trade that violates the California
8 Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.* Pierce and Oshkosh have
9 market power in the Fire Apparatus market in the United States, as demonstrated
10 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-
11 competitive prices in that relevant market. The BME Defendants have market
12 power in the Wildland Fire Apparatus market in the United States, as demonstrated
13 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-
14 competitive prices in that relevant market. Pierce and Oshkosh combined with the
15 BME Defendants possess market power in the Wildland Fire Apparatus and Fire
16 Apparatus markets in the United States, as demonstrated by, *inter alia*, their high
17 combined market shares, barriers to entry, and ability to charge supra-competitive
18 prices in those relevant markets. Pierce, Oshkosh, and the BME Defendants'
19 combination has reduced and harmed competition in the Wildland Fire Apparatus
20 and Fire Apparatus markets in the United States. The combination has no
21 procompetitive benefit or justification. The anticompetitive effects of the
22 combination outweigh any purported procompetitive justifications.

23 398. Pierce, Oshkosh, and the BME Defendants' combination, and the
24 harm to competition caused by that conduct, were a substantial factor in the City's
25 suffering of substantial injuries to its business and property. The City is entitled to
26 recover from Pierce, Oshkosh, and the BME Defendants damages, in an amount to
27 be proven at trial and automatically trebled, as provided by Cal. Bus. & Prof. Code
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1 § 16750, as well as the interest on the total damages pursuant to Cal. Bus. & Prof.
2 Code § 16761.

3 399. The City will suffer actual and threatened irreparable injury and loss
4 of its business and property, for which there is no adequate remedy at law, unless
5 the Court enjoins Pierce, Oshkosh, and the BME Defendants from their unlawful
6 conduct and continuing and threatened future violations of the antitrust laws. The
7 City is thus entitled to injunctive relief against Pierce, Oshkosh, and the BME
8 Defendants under Cal. Bus. & Prof. Code §§ 16750 and 16754.5.

9 400. The City is also entitled to recover from the Pierce, Oshkosh, and the
10 BME Defendants costs of suit, including reasonable attorney fees, as provided by
11 Cal. Bus. & Prof. Code § 16750.

12 **CAUSE OF ACTION TEN**

13 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Conspiracy to Monopolize –***
14 ***Against the Oshkosh Defendants***

15 401. Plaintiff restates, realleges, and incorporates by reference each of the
16 allegations in paragraphs 1 through 318 as though fully set forth herein.

17 402. Pierce has knowingly entered into agreements or mutual
18 understandings with Pierce-authorized replacement parts dealers/suppliers to
19 obtain or maintain Pierce's monopoly power in markets for replacement parts for
20 Pierce Fire Apparatuses in the United States, in violation of Sherman Act Section
21 2, 15 U.S.C. § 2. Oshkosh controlled, directed, dictated, and encouraged these
22 agreements or mutual understandings between Pierce and Pierce-authorized
23 replacement parts dealers/suppliers, and directly and actively participated in those
24 agreements or understandings. There is a reasonable probability that the Oshkosh
25 Defendants, including Maxi-Métal, have entered or will enter into agreements or
26 mutual understandings with Pierce- and Maxi-Métal-authorized replacement parts
27 dealers/suppliers to obtain or maintain the Oshkosh Defendants' monopoly power
28 in markets for replacement parts for Maxi-Métal Fire Apparatuses.

1 403. Pierce, Oshkosh, and Pierce-authorized replacement parts
2 dealers/suppliers conspired with the specific intent that Pierce would obtain or
3 maintain monopoly power in markets for replacement parts for Pierce Fire
4 Apparatuses in the United States.

5 404. Pierce and its authorized replacement parts dealers/suppliers engaged
6 in overt acts in furtherance of the conspiracy to monopolize the markets for
7 replacement parts for Pierce Fire Apparatuses in the United States. Pierce's acts in
8 furtherance of the conspiracy include entering into and enforcing agreements with
9 Pierce-authorized replacement parts dealers/suppliers under which the
10 dealers/suppliers agree not to sell non-Pierce proprietary replacement parts to
11 customers for their Pierce Fire Apparatuses even when they are compatible, to
12 exclusively sell Pierce proprietary replacement parts to those customers, to void or
13 dishonor or threaten to void or dishonor the Pierce warranty of any customer who
14 purchased and installed a non-Pierce proprietary replacement part in their Pierce
15 Fire Apparatus, and not to cover under a customer's Pierce warranty the
16 replacement of a part in the customer's Pierce Fire Apparatus with a non-Pierce
17 proprietary replacement part. Pierce's replacement parts dealers/suppliers entered
18 into the above-described agreements with Pierce. Oshkosh controlled, directed,
19 dictated, and encouraged these acts, and directly and actively participated in them.

20 405. The conspiracy reduced competition and has harmed competition in
21 relevant markets for replacement parts for Pierce Fire Apparatuses in the United
22 States, and has produced significant anticompetitive effects, leading to the City's
23 antitrust injury and damages.

24 406. As a result of the conspiracy, and the harm to competition caused by
25 the conspiracy, the City has suffered substantial injuries to its business and
26 property, and is entitled to recover from Oshkosh and Pierce damages, in an
27 amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. §
28 15.

1 407. The City will suffer actual and threatened irreparable injury and loss
2 of its business and property, for which there is no adequate remedy at law, unless
3 the Court enjoins the Oshkosh Defendants from their unlawful conduct and
4 continuing and threatened future violations of the antitrust laws. The City is thus
5 entitled to injunctive relief against the Oshkosh Defendants under 15 U.S.C. § 26.

6 408. The City is also entitled to recover from the Oshkosh Defendants
7 costs of suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15
8 and 26.

9 **CAUSE OF ACTION ELEVEN**

10 ***Violations of Clayton Act § 3, 15 U.S.C. § 14 – Exclusive Dealing – Against the***
11 ***Oshkosh Defendants***

12 409. Plaintiff restates, realleges, and incorporates by reference each of the
13 allegations in paragraphs 1 through 318 as though fully set forth herein.

14 410. Pierce has sold and contracted to sell, and fixed the price charged for,
15 replacement parts for use in Pierce Fire Apparatuses in the United States on the
16 agreement and understanding from Pierce-authorized replacement parts
17 dealers/suppliers that they will not use or deal in replacement parts for Pierce Fire
18 Apparatuses of competitors of Pierce, thereby violating Clayton Act Section 3, 15
19 U.S.C. § 14. Oshkosh has controlled, directed, dictated, and encouraged these
20 agreements and understandings between Pierce and Pierce-authorized replacement
21 parts dealers/suppliers, and directly and actively participated in those agreements
22 and understandings. There is a reasonable probability that the Oshkosh Defendants,
23 including Maxi-Métal, have entered or will enter into agreements or mutual
24 understandings with Pierce- and Maxi-Métal-authorized replacement parts
25 dealers/suppliers to obtain or maintain the Oshkosh Defendants' dominance in
26 markets for replacement parts for Maxi-Métal Fire Apparatuses.

27 411. Pierce is dominant in the relevant markets for replacement parts for
28 Pierce Fire Apparatuses in the United States. The effect of Pierce's exclusive

1 agreements and understandings with its authorized parts dealers/suppliers may be
2 to substantially lessen competition or tend to create a monopoly—indeed, they
3 have already substantially lessened competition and tended to create a monopoly—
4 in those markets. With respect to the relevant U.S. market for each replacement
5 part for Pierce Fire Apparatuses that Pierce sells and contracts to sell on the
6 agreement or understanding that the replacement parts dealer/supplier will not use
7 or deal in a competing replacement part, a substantial volume of commerce has
8 been affected, competitors of Pierce have been substantially foreclosed, and
9 competition has been harmed. Pierce’s agreements and understandings have no
10 procompetitive benefit or justification. The anticompetitive effects of the
11 agreements and understandings outweigh any purported procompetitive
12 justifications.

13 412. As a result of Pierce’s agreements and understandings in violation of
14 Clayton Act Section 3, 15 U.S.C. § 14, and the harm to competition caused
15 thereby, the City has suffered substantial injuries to its business and property, and
16 is entitled to recover from Oshkosh and Pierce damages, in an amount to be proven
17 at trial and automatically trebled, as provided by 15 U.S.C. § 15.

18 413. The City will suffer actual and threatened irreparable injury and loss
19 of its business and property, for which there is no adequate remedy at law, unless
20 the Court enjoins the Oshkosh Defendants from their unlawful conduct and
21 continuing and threatened future violations of the antitrust laws. The City is thus
22 entitled to injunctive relief against the Oshkosh Defendants under 15 U.S.C. § 26.

23 414. The City is also entitled to recover from the Oshkosh Defendants
24 costs of suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15
25 and 26.

26 **CAUSE OF ACTION TWELVE**
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1 ***Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16727 – Exclusive***
2 ***Dealing – Against the Oshkosh Defendants***

3 415. Plaintiff restates, realleges, and incorporates by reference each of the
4 allegations in paragraphs 1 through 318 as though fully set forth herein.

5 416. Pierce has sold and contracted to sell, and fixed the price charged for,
6 replacement parts for use in Pierce Fire Apparatuses in the United States, including
7 California, on the condition, agreement, and understanding from Pierce-authorized
8 replacement parts dealers/suppliers that they will not use or deal in replacement
9 parts for Pierce Fire Apparatuses of competitors of Pierce, thereby violating the
10 California Cartwright Act, Cal. Bus. & Prof. Code § 16727. Oshkosh has
11 controlled, directed, dictated, and encouraged these conditions, agreements, and
12 understandings between Pierce and Pierce-authorized replacement parts
13 dealers/suppliers, and directly and actively participated in those agreements and
14 understandings. There is a reasonable probability that the Oshkosh Defendants,
15 including Maxi-Métal, have entered or will enter into conditions, agreements, or
16 mutual understandings with Pierce- and Maxi-Métal-authorized replacement parts
17 dealers/suppliers to obtain or maintain the Oshkosh Defendants' dominance in
18 markets for replacement parts for Maxi-Métal Fire Apparatuses.

19 417. Pierce has a dominant position in relevant markets for replacement
20 parts for Pierce Fire Apparatuses in the United States. With respect to the relevant
21 U.S. market for each replacement part for Pierce Fire Apparatuses that Pierce sells
22 and contracts to sell on the condition, agreement, or understanding that the
23 replacement parts dealer/supplier will not use or deal in a competing replacement
24 part, a substantial volume of commerce has been affected, competitors of Pierce
25 have been substantially foreclosed, and competition has been harmed. Pierce's
26 conditions, agreements, and understandings have no procompetitive benefit or
27 justification. The anticompetitive effects of the conditions, agreements, and
28 understandings outweigh any purported procompetitive justifications.

1 418. Pierce's conditions, agreements, and understandings in violation of the
2 California Cartwright Act, Cal. Bus. & Prof. Code § 16727, and the harm to
3 competition caused by that conduct, were a substantial factor in the City's suffering
4 of substantial injuries to its business and property. The City is entitled to recover
5 from Oshkosh and Pierce damages, in an amount to be proven at trial and
6 automatically trebled, as provided by Cal. Bus. & Prof. Code § 16750, as well as
7 the interest on the total damages pursuant to Cal. Bus. & Prof. Code § 16761.

8 419. The City will suffer actual and threatened irreparable injury and loss
9 of its business and property, for which there is no adequate remedy at law, unless
10 the Court enjoins the Oshkosh Defendants from their unlawful conduct and
11 continuing and threatened future violations of the antitrust laws. The City is thus
12 entitled to injunctive relief against the Oshkosh Defendants under Cal. Bus. &
13 Prof. Code §§ 16750 and 16754.5.

14 420. The City is also entitled to recover from the Oshkosh Defendants
15 costs of suit, including reasonable attorney fees, as provided by Cal. Bus. & Prof.
16 Code § 16750.

17 CAUSE OF ACTION THIRTEEN

18 *Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16720, et seq. – Exclusive* 19 *Dealing – Against the Oshkosh Defendants*

20 421. Plaintiff restates, realleges, and incorporates by reference each of the
21 allegations in paragraphs 1 through 318 as though fully set forth herein.

22 422. Pierce has sold and contracted to sell, and fixed the price charged for,
23 replacement parts for use in Pierce Fire Apparatuses in the United States, including
24 California, on the agreement and understanding from Pierce-authorized
25 replacement parts dealers/suppliers that they will not use or deal in replacement
26 parts for Pierce Fire Apparatuses of competitors of Pierce. Oshkosh has controlled,
27 directed, dictated, and encouraged these agreements and understandings between
28 Pierce and Pierce-authorized replacement parts dealers/suppliers, and directly and

1 actively participated in those agreements and understandings. There is a reasonable
2 probability that the Oshkosh Defendants, including Maxi-Métal, have entered or
3 will enter into agreements or mutual understandings with Pierce- and Maxi-Métal-
4 authorized replacement parts dealers/suppliers to obtain or maintain the Oshkosh
5 Defendants' dominance in markets for replacement parts for Maxi-Métal Fire
6 Apparatuses.

7 423. In so doing, Pierce has entered into unlawful trusts with its Pierce-
8 authorized replacement parts dealers/suppliers, in violation of the California
9 Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.* Pierce and these
10 dealers/suppliers have combined their capital, skill, and acts for the purpose of
11 creating or carrying out restrictions in U.S. markets for replacement parts for
12 Pierce Fire Apparatuses; limiting or reducing the production of and increasing the
13 prices of replacement parts for Pierce Fire Apparatuses in the United States;
14 preventing competition in manufacturing, making, and selling replacement parts
15 for Pierce Fire Apparatuses in the United States; fixing at a standard or figure,
16 whereby their prices to the public and consumers are controlled or established,
17 replacement parts for Pierce Fire Apparatuses in the United States; and making,
18 entering into, and executing and carrying out a contract, obligation, and agreement
19 by which they agreed to pool, combine, and directly and indirectly unite their
20 respective interests connected with the sale of replacement parts for Pierce Fire
21 Apparatuses in the United States that their prices might in any manner be affected.

22 424. Pierce's agreements and understandings with its authorized
23 replacement parts dealers/suppliers are unreasonable restraints of trade. Pierce has
24 a dominant position in relevant markets for replacement parts for Pierce Fire
25 Apparatuses in the United States. With respect to the relevant U.S. market for each
26 replacement part for Pierce Fire Apparatuses that Pierce sells and contracts to sell
27 on the agreement or understanding that the replacement parts dealer/supplier will
28 not use or deal in a competing replacement part, a substantial volume of commerce

1 has been affected, competitors of Pierce have been substantially foreclosed, and
2 competition has been harmed. Pierce's agreements and understandings have no
3 procompetitive benefit or justification. The anticompetitive effects of the
4 agreements and understandings outweigh any purported procompetitive
5 justifications.

6 425. Pierce's agreements and understandings with its authorized
7 replacement parts dealers/suppliers were a substantial factor in the City's suffering
8 of substantial injuries to its business and property. The City is entitled to recover
9 from Oshkosh and Pierce damages, in an amount to be proven at trial and
10 automatically trebled, as provided by Cal. Bus. & Prof. Code § 16750, as well as
11 the interest on the total damages pursuant to Cal. Bus. & Prof. Code § 16761.

12 426. The City will suffer actual and threatened irreparable injury and loss
13 of its business and property, for which there is no adequate remedy at law, unless
14 the Court enjoins the Oshkosh Defendants from their unlawful conduct and
15 continuing and threatened future violations of the antitrust laws. The City is thus
16 entitled to injunctive relief against the Oshkosh Defendants under Cal. Bus. &
17 Prof. Code §§ 16750 and 16754.5.

18 427. The City is also entitled to recover from the Oshkosh Defendants
19 costs of suit, including reasonable attorney fees, as provided by Cal. Bus. & Prof.
20 Code § 16750.

21 **CAUSE OF ACTION FOURTEEN**

22 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code*** 23 ***§ 17200, Against the AIP Defendants and the REV Group Defendants***

24 428. Plaintiff restates, realleges, and incorporates by reference each of the
25 allegations in paragraphs 1 through 318 as though fully set forth herein.

26 429. Unlawful prong: The AIP Defendants and REV Group Defendants
27 have engaged, and continue to engage, in the acts or practices described herein,
28 which taken individually or collectively are unlawful and constitute unfair

1 competition within the meaning of Section 17200 of the California Business and
2 Professions Code. The AIP Defendants and REV Group Defendants have violated
3 Clayton Act Section 7, 15 U.S.C. § 18, and Sherman Act Sections 1 and 2, 15
4 U.S.C. §§ 1 & 2.

5 430. Unfair prong: The AIP Defendants and REV Group Defendants have
6 engaged, and continue to engage, in the acts or practices described herein, which
7 individually or collectively are unfair, irrespective of the violation of any other law,
8 and which individually or collectively constitute unfair competition within the
9 meaning of Section 17200 of the California Business and Professions Code.

10 431. Under California Business and Professions Code Sections 17203 and
11 17204, the City, for itself and on behalf of the general public, seeks injunctive and
12 other equitable relief to require the AIP Defendants and REV Group Defendants to
13 cease their anticompetitive conduct and to restore fair competition, and to impose
14 such other relief as may be just and appropriate for the AIP Defendants and REV
15 Group Defendants' violations of the California Unfair Competition Law; and
16 furthermore, the City, for itself, seeks an order or judgment restoring to the City the
17 money or property acquired by the AIP Defendants and REV Group Defendants by
18 means of their conduct in violation of the Unfair Competition Law. Such equitable
19 relief will benefit all members of the public. California's fire departments will be
20 able to purchase more trucks and equipment at lower prices and on quicker
21 timelines, thereby preventing future injury of the public in need of the services of
22 these fire departments by providing greater access to lifesaving equipment. The
23 City of Santa Barbara and the public will be irreparably harmed if such an order is
24 not granted.

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1 CAUSE OF ACTION FIFTEEN

2 *Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code*

3 *§ 17200, Against the Oshkosh Defendants*

4 432. Plaintiff restates, realleges, and incorporates by reference each of the
5 allegations in paragraphs 1 through 318 as though fully set forth herein.

6 433. Unlawful prong: The Oshkosh Defendants have engaged, and
7 continue to engage, in the acts or practices described herein, which taken
8 individually or collectively are unlawful and constitute unfair competition within
9 the meaning of Section 17200 of the California Business and Professions Code.
10 The Oshkosh Defendants have violated Clayton Act Sections 3 and 7, 15 U.S.C.
11 §§ 14 & 18, Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2, and the California
12 Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*

13 434. Unfair prong: The Oshkosh Defendants have engaged, and continue to
14 engage, in the acts or practices described herein, which individually and
15 collectively are unfair, irrespective of the violation of any other law, and which
16 individually or collectively constitute unfair competition within the meaning of
17 Section 17200 of the California Business and Professions Code.

18 435. Under California Business and Professions Code Sections 17203 and
19 17204, the City, for itself and on behalf of the general public, seeks injunctive and
20 other equitable relief to require the Oshkosh Defendants to cease their
21 anticompetitive conduct and to restore fair competition, and to impose such other
22 relief as may be just and appropriate for the Oshkosh Defendants' violations of the
23 California Unfair Competition Law; and furthermore, the City, for itself, seeks an
24 order or judgment restoring to the City the money or property acquired by the
25 Oshkosh Defendants by means of their conduct in violation of the Unfair
26 Competition Law. Such equitable relief will benefit all members of the public.
27 California's fire departments will be able to purchase more trucks and equipment at
28 lower prices and on quicker timelines, thereby preventing future injury of the

1 public in need of the services of these fire departments by providing greater access
2 to lifesaving equipment. The City of Santa Barbara and the public will be
3 irreparably harmed if such an order is not granted.

4 **CAUSE OF ACTION SIXTEEN**

5 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***

6 ***§ 17200, Against the BME Defendants***

7 436. Plaintiff restates, realleges, and incorporates by reference each of the
8 allegations in paragraphs 1 through 318 as though fully set forth herein.

9 437. Unlawful prong: The BME Defendants have engaged, and continue to
10 engage, in the acts or practices described herein, which taken individually or
11 collectively are unlawful and constitute unfair competition within the meaning of
12 Section 17200 of the California Business and Professions Code. The BME
13 Defendants have violated Clayton Act Section 7, 15 U.S.C. § 18, Sherman Act
14 Sections 1 and 2, 15 U.S.C. §§ 1 & 2, and the California Cartwright Act, Cal. Bus.
15 & Prof. Code § 16720, *et seq.*

16 438. Unfair prong: The BME Defendants have engaged, and continue to
17 engage, in the acts or practices described herein, which individually and
18 collectively are unfair, irrespective of the violation of any other law, and which
19 individually or collectively constitute unfair competition within the meaning of
20 Section 17200 of the California Business and Professions Code.

21 439. Under California Business and Professions Code Sections 17203 and
22 17204, the City, for itself and on behalf of the general public, seeks injunctive and
23 other equitable relief to require the BME Defendants to cease their anticompetitive
24 conduct and to restore fair competition, and to impose such other relief as may be
25 just and appropriate for the BME Defendants' violations of the California Unfair
26 Competition Law; and furthermore, the City, for itself, seeks an order or judgment
27 restoring to the City the money or property acquired by the BME Defendants by
28 means of their conduct in violation of the Unfair Competition Law. Such equitable

1 relief will benefit all members of the public. California’s fire departments will be
2 able to purchase more trucks and equipment at lower prices and on quicker
3 timelines, thereby preventing future injury of the public in need of the services of
4 these fire departments by providing greater access to lifesaving equipment. The
5 City of Santa Barbara and the public will be irreparably harmed if such an order is
6 not granted.

7 **REQUEST FOR RELIEF**

8 440. Wherefore, Plaintiff respectfully requests that the Court enter
9 judgment in its favor and against Defendants, and:

- 10 a. Declare that Defendants have variously engaged in unlawful,
11 anticompetitive, and unfair business acts and practices in violation of
12 Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18; Sherman Act
13 Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California Carwright Act,
14 Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and the California
15 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*;
- 16 b. Enjoin Defendants from performing or proposing to perform any acts
17 in violation of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18;
18 Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California
19 Carwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and
20 the California Unfair Competition Law, Cal. Bus. & Prof. Code
21 § 17200, *et seq.*, pursuant to 15 U.S.C. § 26, and Cal. Bus. & Prof.
22 Code §§ 16750, 16754.5, 17203, and 17204, *et seq.*, for the benefit of
23 the City of Santa Barbara and the general public;
- 24 c. Order such divestitures as are necessary or proper to restore distinct,
25 separate, independent, and viable businesses; to restore competition;
26 and to prevent and mitigate further harm to competition in the relevant
27 markets;
- 28

- 1 d. Order Defendants to pay restitution of any money acquired by
- 2 Defendants’ unlawful, anticompetitive, and unfair business practices,
- 3 pursuant to Cal. Bus. & Prof. Code § 17203, *et seq.*;
- 4 e. Order Defendants to pay money damages—automatically trebled—to
- 5 the City for injuries to its business or property by reason of
- 6 Defendants’ violations of Clayton Act Sections 3 and 7, 15 U.S.C.
- 7 §§ 14 & 18 and Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2,
- 8 pursuant to 15 U.S.C. § 15; and pursuant to Cal. Bus. & Prof. Code
- 9 § 16750, money damages—automatically trebled—to the City for
- 10 injuries to its business or property by reason of Defendants’ violations
- 11 of the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16720,
- 12 16727, *et seq.*;
- 13 f. Order Defendants to pay the City pre- and post-judgment interest,
- 14 pursuant to 15 U.S.C. § 15 and Cal. Bus. & Prof. Code § 16761;
- 15 g. Order Defendants to pay the cost of suit, including attorney fees,
- 16 pursuant to 15 U.S.C. §§ 15 and 26, Cal. Bus. & Prof. Code § 16750,
- 17 Cal. Code of Civ. Proc. § 1021.5, and the Court’s inherent authority.
- 18 h. Provide such further and additional relief as the Court deems proper.

19 **DEMAND FOR JURY TRIAL**

20 Pursuant to Federal Rule of Civil Procedure 38(b), the City of Santa Barbara
21 demands a trial by jury on all claims in this Complaint so triable.

22
23 Dated March 20, 2026

Respectfully Submitted,

24 **SANTA BARBARA CITY ATTORNEY’S**
25 **OFFICE**

26
27 By: /s/ John Doimas

28 John Doimas, City Attorney (SBN 282346)

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JDoimas@SantaBarbaraCA.gov
Delaney Satz, Assistant City Attorney (SBN
335899)

DSatz@SantaBarbaraCA.gov
Tom R. Shapiro, Assistant City Attorney (SBN
127383)

TShapiro@SantaBarbaraCA.gov
740 State Street, Suite 201
Santa Barbara, CA 93102
Tel: (805) 564-533

SIMONSEN SUSSMAN LLP

By: /s/ Catherine S. Simonsen

Catherine S. Simonsen (SBN 307325)
catherine@simonsensussman.com
Thomas G. Mattes (SBN 355010)
thomas.mattes@simonsensussman.com
418 Bamboo Lane, Suite C-18
Los Angeles, CA 90012
Tel: (917) 747-5196
Fax: (913) 262-0058

BARON & BUDD, P.C.

By: /s/ John P. Fiske

John P. Fiske (SBN 249256)
jfiske@baronbudd.com
Lindsay Stevens (SBN 256811)
lstevens@baronbudd.com
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
Tel: (858) 251-7424
Fax: (214) 523-6600

*Attorneys for Plaintiff the City of Santa
Barbara*