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14 *the San Diego City Attorney's Office; and the City of San Diego*

15 **UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

16 **PEOPLE OF THE STATE OF**  
17 **CALIFORNIA, acting by and through**  
18 **the San Diego City Attorney's Office;**  
**and THE CITY OF SAN DIEGO,**

19 Plaintiffs,

20 v.

21 **REV GROUP, INC.; E-ONE, INC.;**  
22 **KOVATCH MOBILE EQUIPMENT**  
23 **CORP.; KME GLOBAL, LLC; KME**  
24 **HOLDINGS, LLC; KME RE**  
25 **HOLDINGS LLC; FERRARA FIRE**  
26 **APPARATUS, INC.; FFA HOLDCO,**  
27 **INC.; FFA ACQUISITION CO., INC.;**  
28 **FERRARA FIRE APPARATUS**  
**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;**

Case No. **'26CV2412 DMS DEB**

**ANTITRUST AND UNFAIR**  
**COMPETITION LAW**  
**COMPLAINT**

**DEMAND FOR JURY**

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AMERICAN INDUSTRIAL  
PARTNERS CAPITAL FUND IV  
(PARALLEL), LP; AIP/CHC  
HOLDINGS, LLC; AIP CF IV, LLC;  
AIP/CHC INVESTORS, LLC;  
OSHKOSH CORPORATION;  
PIERCE MANUFACTURING INC.;  
MAXI-METAL, INC.; BOISE  
MOBILE EQUIPMENT, INC.; BME  
FIRE TRUCKS LLC,

Defendants.

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1 **COMPLAINT**

2 Plaintiffs the People of the State of California, acting by and through the San  
3 Diego City Attorney’s Office, in its law enforcement capacity (the “People”); and  
4 the City of San Diego in its individual capacity (the “City” and, together with the  
5 People, “Plaintiffs”), bring this civil antitrust and unfair competition action against  
6 Defendants REV Group, Inc., E-ONE, Inc., Kovatch Mobile Equipment Corp.,  
7 KME Global, LLC, KME Holdings, LLC, KME RE Holdings LLC, Ferrara Fire  
8 Apparatus, Inc., FFA Holdco, Inc., FFA Acquisition Co., Inc., Ferrara Fire  
9 Apparatus Holding Company, Inc., Spartan Fire, LLC, Smeal SFA, LLC, Smeal  
10 LTC, LLC, Smeal Holding, LLC, and Detroit Truck Manufacturing, LLC (together,  
11 the “REV Group Defendants”); AIP, LLC, American Industrial Partners Capital  
12 Fund IV LP, American Industrial Partners Capital Fund IV (Parallel), LP, AIP/CHC  
13 Holdings, LLC, AIP CF IV, LLC, and AIP/CHC Investors, LLC (together, the “AIP  
14 Defendants”); Oshkosh Corporation, Pierce Manufacturing Inc., and Maxi-Métal,  
15 Inc. (together, the “Oshkosh Defendants”); and Boise Mobile Equipment, Inc. and  
16 BME Fire Trucks LLC (together, the “BME Defendants,” and together with the  
17 REV Group Defendants, AIP Defendants, and Oshkosh Defendants,  
18 “Defendants”), and in support allege as follows:

19 **NATURE OF THE ACTION**

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

1           2.     Through their illegal schemes, Defendants have reaped extraordinary  
2 profits on the backs of fire departments, taxpayers, cities, and counties. The City of  
3 San Diego has suffered substantial overcharges and lost equipment value as  
4 Defendants have shut down plants, substantially increased prices, and severely  
5 extended delivery timelines, and Oshkosh and Pierce have restrained the City’s  
6 ability to obtain replacement parts. The People of the State of California have  
7 suffered harm alongside the City of San Diego, as the higher prices and costs  
8 Defendants have forced on California fire departments have drained localities’  
9 health and safety budgets.

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

22           4.     AIP sought to exploit the fact that fire trucks are critical lifesaving  
23 apparatuses: every locality needs to provide firefighting services to its citizens.  
24 Localities, their fire departments, and taxpayers must pay for these services, even if  
25 choices dwindle and prices go up for firefighting equipment. AIP saw that  
26 eliminating competitors—by acquiring them, instead of competing on the merits—  
27 would give it the power to profiteer by imposing ever increasing supra-competitive  
28

1 prices on localities, thereby raking in extraordinary payouts for AIP and its  
2 executives.

3 5. Accordingly, AIP embarked on an over decade-long strategy to  
4 consolidate the markets for fire apparatus and chassis manufacturing, starting in  
5 2008 with its acquisition of E-ONE, Inc. (“E-ONE”), a builder of custom fire  
6 apparatuses and chassis founded in 1974 in Ocala, Florida. At the time, E-ONE  
7 was already one of the largest fire apparatus manufacturers in the United States. In  
8 August 2010, AIP combined four portfolio companies, including E-ONE, to form  
9 Allied Specialty Vehicles, Inc. (“ASV”).

10 6. Five years later, in 2015, AIP rebranded ASV as REV Group, Inc. and  
11 accelerated its consolidation strategy. In 2016, AIP and REV Group acquired  
12 Kovatch Mobile Equipment Corp. (“KME”), a family-owned manufacturer based  
13 in Nesquehoning, Pennsylvania, effectively combining E-ONE and KME under  
14 common control and ownership. To further capitalize upon its consolidation  
15 scheme, AIP debuted REV Group on the public markets through an initial public  
16 offering (“IPO”) in January 2017. While continuing to portray its brands to fire  
17 departments as steeped in tradition and local community-building, in its  
18 prospectus, REV Group marketed itself to Wall Street rather brazenly as an  
19 “Experienced Consolidator,” telling potential investors that the status quo of small  
20 and fragmented manufacturers presented “an opportunity for market leadership”  
21 and “acquisitive growth.” REV Group’s IPO was a smashing success, funneling  
22 \$275 million in proceeds to REV Group and its controlling shareholders at AIP.  
23 This financing enabled the roll-up strategy to proceed quickly, with AIP and REV  
24 Group acquiring Ferrara Fire Apparatus, Inc. (“Ferrara”) of Holden, Louisiana, in  
25 April 2017, thus achieving the consolidation of E-ONE, KME, and now Ferrara  
26 under common ownership and control.

27 7. In 2020, AIP and REV Group deployed their war chest to consolidate  
28 several historic brands in one fell swoop with their acquisition of Spartan

1 Emergency Response, the emergency response segment of Spartan Motors.  
2 Notably, Spartan had itself been the product of recent consolidation. Spartan  
3 Motors had acquired Smeal Fire Apparatus, Ladder Tower Company, and US  
4 Tanker Fire Apparatus (“UST”) in 2017, just shortly after Smeal itself had acquired  
5 both Ladder Tower and UST in 2014. REV Group combined E-ONE, KME,  
6 Ferrara, and now Spartan under common ownership and control.

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

13 9. With nearly a dozen once-independent companies rolled up under a  
14 single corporation, the REV Group Defendants began to leverage this dominance  
15 to extract profits from the most captive of customers—fire departments and the  
16 taxpayers who fund them. In early 2022, REV Group and KME shut down two  
17 historic KME plants in Nesquehoning, Pennsylvania, and Roanoke, Virginia.  
18 Nearly 400 skilled workers in Nesquehoning and dozens in Roanoke lost their jobs,  
19 and many skilled tradespeople were effectively removed from the industry. This  
20 deliberate output reduction had its intended effect—backlogs skyrocketed to a  
21 record \$4.2 billion in undelivered orders by fiscal year 2024, and the REV Group  
22 Defendants hiked prices on the order of 50-100% or more. REV Group executives  
23 cheerfully celebrated these price increases and related “price realization” to Wall  
24 Street investors and analysts, as they translated into spectacular returns for their  
25 shareholders. As Timothy Sullivan, REV Group’s then-CEO, told analysts, while  
26 the companies the AIP Defendants and REV Group acquired had been operating  
27 with profit margins of 4-5%, they were on a path “to get all of them above that  
28

1 10% level. . . . You bring them into the fold, you got to give them the religion, and  
2 they've got it now.”

3 10. More recently, multinational conglomerate Oshkosh Corporation and  
4 its subsidiary Pierce Manufacturing have joined in on the consolidation party. For  
5 decades, Pierce has been a dominant producer of fire apparatuses, chassis, and  
6 parts in the United States. In 2021, Pierce combined with its direct competitor,  
7 Defendant Boise Mobile Equipment, Inc., the leading specialized builder of  
8 wildland fire apparatuses in the United States, to form a subsidiary of Boise  
9 Mobile that they jointly co-own, BME Fire Trucks, LLC. They announced this  
10 combination as Pierce's “purchase of an ownership interest in Boise Mobile  
11 Equipment” and a “Strategic Alliance/Partnership.” Through this acquisition and  
12 combination, Pierce and the BME Defendants effectively eliminated competition  
13 between themselves to supply wildland fire apparatuses while entrenching their  
14 dominant market positions, and Pierce secured itself as the exclusive distributor of  
15 the BME Defendants' fire apparatuses.

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

24 12. As with the AIP and REV Group Defendants, when engaging with  
25 Wall Street, the Oshkosh Defendants have celebrated the numerous backlogs that  
26 fire departments face across the country. For example, Oshkosh CEO John Pfeifer  
27 described the company's nearly \$660 million Q1 2022 Fire and Emergency  
28 backlog as “another record backlog.” The very next quarter, Pfeifer was elated to

1 report to Wall Street investors that “[w]e have the strongest backlog we’ve ever  
2 had in Fire & Emergency.” The next quarter, Pfeifer boasted that: “Pierce’s backlog  
3 is at an all-time high up more than 80% compared to the prior year, highlighting  
4 excellent demand for our products as evidenced by our leading market share.” And  
5 two years later, in 2024, Pfeifer sang the same tune, rejoicing with Wall Street  
6 investors that “[o]ur backlog for Pierce trucks continue[s] to grow.” All the while,  
7 the Oshkosh Defendants raised prices, with Pfeifer announcing two price increases  
8 in the first half of 2022 alone.

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

24 14. In a competitive marketplace, firms could not impose such restraints  
25 on customer choice and would expand their productive capacity to increase output  
26 and meet increased or pent-up demand, keeping prices at a competitive  
27 equilibrium. But the markets for fire apparatuses, chassis, and Pierce replacement  
28 parts are no longer competitive. They are markets dominated by powerful

1 behemoths. These manufacturers bought their way to dominance, and they are now  
2 in full extraction mode, deliberately suppressing output, withholding supply,  
3 delaying deliveries, restricting competitive options, and charging supra-  
4 competitive prices without consequence. To make matters worse, Defendants’  
5 unlawful conduct has enabled other competitors to follow suit, using Defendants’  
6 higher prices as an opportunity to raise prices themselves, knowing that fire  
7 departments have nowhere else to turn.

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

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

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

1 to prevent customers from connecting the dots between Defendants’ recent  
2 acquisitions and the higher prices and other worsening terms they were  
3 experiencing.

4 18. Our nation’s federal and state antitrust and unfair competition laws  
5 have long outlawed the kinds of acquisitive schemes Defendants have parasitically  
6 plotted and carried out on the backs of localities and taxpayers across America.  
7 Nearly 80 years ago, Congress amended the Clayton Anti-Merger Act to “prevent[]  
8 the formation of further oligopolies . . . . Where an industry was composed of  
9 numerous independent units, Congress appeared anxious to preserve this  
10 structure.”<sup>1</sup> Congress realized that then-existing laws, the original Section 7 of the  
11 Clayton Act of 1914 and the Sherman Act of 1890, often appeared impotent in the  
12 face of these schemes:

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

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

24 19. Meanwhile, Sherman Act Section 2 outlaws not only monopolization,  
25 but also attempt and conspiracy to monopolize. Sherman Act Section 1 forbids  
26

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

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

1 contracts, combinations, and conspiracies in restraint of trade, and the California  
2 Cartwright Act—even more sweeping in its prohibitions on concerted activity—  
3 outlaws multiple harmful “combination[s] of capital, skill or acts by two or more  
4 persons,” including those that restrain trade, reduce output, prevent competition,  
5 fix prices, or otherwise preclude free and unrestricted competition.<sup>3</sup> Clayton Act  
6 Section 3 and the Cartwright Act further prohibit exclusive dealing arrangements  
7 such as Pierce’s agreements with its dealers under which they agree to make only  
8 proprietary Pierce parts—and not competing parts—available to Pierce apparatus  
9 owners. Finally, the California Unfair Competition law forbids not only violations  
10 of the federal and California antitrust laws, but also unfair business acts and  
11 practices that violate the policy and spirit, or constitute an incipient violation, of  
12 antitrust laws.

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

22 21. Our fire departments do not deserve this. Our firefighters do not  
23 deserve this. The taxpayers those firefighters swear an oath to protect do not  
24 deserve this. The extraction of excessive private rents from the public must stop,  
25 and it must stop now. While monetary damages can compensate the City of San  
26 Diego for the higher prices, output restrictions, degradation in quality, delivery  
27

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28 <sup>3</sup> Cal. Bus. & Prof. Code § 16720.

1 delays, and other harms they have suffered in their procurement of fire apparatuses  
2 and parts, the break-up of Defendants’ massive corporations—the undoing of each  
3 acquisition and combination that contributed to their market power—and an  
4 injunction against their future anticompetitive conduct is essential to prevent the  
5 damage Defendants will otherwise continue to inflict on fire departments across  
6 the nation. Seeking this and other equitable relief, as well as penalties, damages—  
7 automatically trebled—attorneys’ fees, the costs of suit, and all other relief deemed  
8 just and proper by the Court, the People and the City of San Diego further allege as  
9 follows:

10 **PARTIES**

11 22. Plaintiff the People of the State of California consists of all natural  
12 persons residing in the State of California. The San Diego City Attorney’s Office  
13 (“City Counsel”) is authorized to bring an action for equitable relief under the  
14 Unfair Competition Law on behalf of the People under Cal. Bus. & Prof. Code  
15 §§ 17203, 17204, and 17206. This authorization includes securing injunctive relief  
16 and civil penalties under Cal. Bus. & Prof. Code §§ 17204 and 17206. The City  
17 Counsel has a unique role in representing the People in antitrust cases in carrying  
18 out the public interest in this State, particularly where equitable actions are  
19 concerned.

20 23. Plaintiff City of San Diego (the “City”) is a city in the State of  
21 California. Incorporated as an American city in 1850, the City’s status as an  
22 American city predates California’s statehood. With a recent population estimate of  
23 approximately 1.4 million people spread across an area greater than 340 square  
24 miles, the City’s varied geography encompasses beaches, oceans, wharfs, harbors,  
25 interstate, railroads, airports, downtowns, and wildland. As a subdivision of the  
26 State, the City of San Diego is charged with providing numerous essential services  
27 along with firefighting that affect the lives of its residents, including law  
28 enforcement, social services, and community development.

1           24. The City of San Diego’s Fire-Rescue Department (the “SDFD”) is the  
2 official name of the fire department of the City of San Diego. Its precursor, “The  
3 Pioneer Hook & Ladder Co.,” was formed as a voluntary entity in 1869 by a staff  
4 of 50 people. Twenty years later, after a series of large fires made the need for a  
5 paid fire department apparent, the City established the SDFD via Charter  
6 Amendment in 1889. SDFD’s fleet consists of hundreds of fire trucks purchased by  
7 the City, including apparatuses built and sold by Defendant Pierce Manufacturing  
8 Inc. In 2023, SDFD responded to over 166,000 calls for service. SDFD also assists  
9 neighboring communities and state agencies through the local and master mutual  
10 aid system.

11           25. Through the SDFD, the City of San Diego delivers fire protection and  
12 emergency medical services to over 50 community planning areas, through 52 fire  
13 stations staffed with 949 uniformed Fire personnel. These community planning  
14 areas include: Barrio Logan, Black Mountain Ranch, Carmel Mountain Ranch,  
15 Carmel Valley, Chollas Valley/Encanto Neighborhoods, City Heights, Clairemont  
16 Mesa, College Area, Del Mar Mesa, Downtown, East Elliott, Eastern Area,  
17 Fairbanks Ranch Country Club, Greater Golden Hill, Kearny Mesa, Kensington-  
18 Talmadge, La Jolla, Linda Vista, Midway-Pacific Highway, Miramar Ranch North,  
19 Mira Mesa, Mission Beach, Mission Valley, Navajo, Normal Heights, North City  
20 Future Urbanizing Area (NCFUA), North Park, Ocean Beach, Old Town San  
21 Diego, Otay Mesa, Otay Mesa-Nestor, Pacific Beach, Pacific Highlands Ranch,  
22 Peninsula, Rancho Bernardo, Rancho Encantada, Rancho Penasquitos, Sabre  
23 Springs, San Pasqual Valley, San Ysidro, Scripps Miramar Ranch, Serra Mesa,  
24 Skyline/Paradise Hills, Southeastern San Diego, Tierrasanta, Tijuana River Valley,  
25 Torrey Highlands, Torrey Hills, Torrey Pines, University, Uptown, and Via de la  
26 Valle.

27           26. Defendant REV Group, Inc. (“REV Group”) is one of the largest  
28 manufacturers of fire trucks in the United States. REV Group sells its fire trucks

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

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

19 28. Defendants KME Global, LLC, KME Holdings, LLC, KME RE  
20 Holdings LLC (the “KME Holding Defendants”), and Kovatch Mobile Equipment  
21 Corp. (“KME,” and together with the KME Holding Defendants, the “KME  
22 Entities”) are wholly owned subsidiaries of REV Group. KME is a fire apparatus  
23 and custom chassis manufacturer founded in 1946. From 1946 to 2016, KME was  
24 a family-owned company that built a strong brand and reputation as a producer of  
25 high-quality fire apparatuses and custom chassis. As of 2016, KME had expanded  
26 from its humble beginnings in Pennsylvania to a company with over 800  
27 employees, national sales, and facilities in California, New York, and Virginia. In  
28 2016, REV Group acquired KME for \$40.1 million. KME is incorporated under

1 the laws of the state of Pennsylvania and is headquartered in Nesquehoning,  
2 Pennsylvania. KME Global, LLC is incorporated under the laws of the state of  
3 Pennsylvania and based in Pennsylvania. Both KME Holdings, LLC and KME RE  
4 Holdings LLC are incorporated under the laws of the state of Delaware and based  
5 in Pennsylvania.

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

16 30. Defendant Spartan Fire, LLC (“Spartan Fire”) is a wholly owned  
17 subsidiary of REV Group incorporated under the laws of Nevada with its principal  
18 place of business in Brandon, South Dakota. Defendants Smeal SFA, LLC (“Smeal  
19 SFA”), Smeal LTC, LLC (“Smeal LTC”), Smeal Holding, LLC (“Smeal Holding”),  
20 and Detroit Truck Manufacturing, LLC (“DTM”) are wholly owned subsidiaries of  
21 REV Group incorporated under the laws of, and headquartered in, Michigan.  
22 Spartan Fire, Smeal SFA, Smeal LTC, Smeal Holding, and DTM (collectively the  
23 “Spartan ER Entities”) do business under the Spartan, Smeal, and Ladder Tower  
24 brands. Spartan Fire, through various corporate iterations, has been manufacturing  
25 fire apparatuses and custom chassis since 1979. Smeal SFA, through various  
26 corporate iterations, has been manufacturing fire apparatuses and custom chassis  
27 since 1955. Smeal LTC, through various corporate iterations, has been  
28 manufacturing fire apparatuses since the 1970s. The Spartan ER Entities’

1 predecessor, Spartan Motors, operated independently for years, until REV Group  
2 acquired the Spartan emergency response unit from Spartan Motors in February  
3 2020 for \$55 million.

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

14 32. Defendant AIP, LLC, doing business as American Industrial Partners  
15 (“AIP” or “American Industrial Partners”), is a Delaware limited liability company  
16 with its principal place of business in New York, New York. AIP is a private equity  
17 firm focused on buying up middle-market manufacturing and industrial service  
18 companies. Among other investment characteristics, AIP seeks out “value creation  
19 opportunities” in “basic-needs” industries ripe for consolidation of competing  
20 firms and production facilities. Far from being a passive investor, AIP instead  
21 forms “operating partnership[s] with management,” provides access to AIP’s  
22 “engineering and operating resources,” and otherwise “seek[s] to leverage [its]  
23 operational experience” to benefit the firms it owns and controls, such as REV  
24 Group and the REV Group Defendants. As REV Group itself explained in filings  
25 with the SEC, AIP adopts a “business building investment strategy,” and only  
26 invests “when it believes it can significantly improve the underlying business’  
27 performance through the implementation of an operating agenda.”  
28

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

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

20           35. Since 2008, AIP has exercised control over, and management of, the  
21 AIP Funds through Defendant AIP CF IV, LLC (“AIP CF”), the General Partner  
22 responsible for the management of AIP Fund IV and AIP Parallel Fund, and  
23 Defendant AIP/CHC Investors, LLC (“AIP/CHC”), the managing member  
24 responsible for management of AIP Holdings. Both AIP CF and AIP/CHC are  
25 Delaware limited liability companies, and each shares its principal place of  
26 business with AIP and the AIP Funds in New York, New York. In REV Group’s  
27 2017 IPO prospectus, REV Group described its “primary equity holders” as “funds  
28 and an investment vehicle associated with AIP CF IV, LLC, which we collectively

1 refer to as ‘American Industrial Partners,’ [or] ‘AIP.’” REV Group then described  
2 AIP as “an operations and engineering-focused private equity firm,” clarifying that  
3 AIP CF and AIP share a unity of identity and AIP CF is an agent for AIP. In a REV  
4 Group prospectus filed with the SEC in 2023, REV Group explained that, together,  
5 the AIP Funds remained its largest equity holders and all were “managed by AIP  
6 LLC, d/b/a American Industrial Partners.” When REV Group subsequently filed an  
7 amendment to its Shareholder Agreement, the amendment was signed by AIP CF  
8 and AIP/CHC on behalf of the AIP Funds.

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

19 37. Furthermore, former AIP partners Paul Bamatter, Graham Sullivan,  
20 and Donn Viola, along with Cusumano and Marvin, hold or have held indirect  
21 interests in AIP Holdings. Current or former AIP partners Bamatter, Cusumano,  
22 Marvin, Rotroff, and Viola, as well as current General Partner Justin Fish, all have  
23 served on REV Group’s Board of Directors. Cusumano, an AIP General Partner  
24 since 2000, simultaneously served as Vice President of REV Group from 2008 to  
25 2016 and held a term as chair of REV Group’s compensation committee,  
26 responsible for, among other things, determining the compensation for REV  
27 Group’s former CEO, Tim Sullivan. And current AIP partner Stanley Edme often  
28 served as the authorized signatory for AIP Funds, AIP CF, and AIP/CHC.

1           38. Acting through AIP CF, AIP/CHC, and the AIP Funds with a unity of  
2 identity or as agents, AIP exercised control over and management of REV Group.  
3 For example, in its 2017 IPO prospectus, REV Group explained to investors that  
4 AIP “will continue to have significant influence over us.” Indeed, prior to REV  
5 Group’s January 2017 IPO, the AIP Funds owned approximately 70% of REV  
6 Group’s voting equity, with additional shares held directly by AIP partners,  
7 including Cusumano, Fish, Marvin, Rotroff, and Viola. After the IPO, the AIP  
8 Funds retained 52-55% of REV Group’s voting equity along with contractual rights  
9 enabling their continued substantial control of the firm. Under a Shareholders  
10 Agreement discussed in REV Group’s IPO prospectus and other SEC filings, so  
11 long as the AIP Funds controlled a majority of outstanding common stock, AIP  
12 retained “the ability to exercise substantial control over all corporate actions  
13 requiring stockholder approval, irrespective of how [REV Group’s] other  
14 stockholders may vote,” including defining the size of the Board of Directors,  
15 electing and removing directors, amending the certificate of incorporation or  
16 bylaws, and approving mergers and other significant transactions. Moreover, under  
17 the Shareholders Agreement, so long as the AIP Funds held at least 15% of  
18 outstanding common stock, AIP retained the rights to nominate a majority of the  
19 Board of Directors and designate the Chair and key committee members; to direct  
20 acquisitions, transfers, and spinoffs of assets in excess of 15% of the consolidated  
21 assets or revenues of REV Group and its subsidiaries; and to approve special  
22 dividends, among other contractual rights. The Shareholders Agreement also  
23 provided for the reimbursement of expenses that AIP incurred in providing  
24 “management services” to REV Group. After executing its roll-up scheme, AIP,  
25 acting through the AIP Funds, AIP CF, and AIP/CHC, took a nearly \$80 million  
26 special dividend from REV Group and exited their control position in March 2024  
27 when AIP ceased to own, directly or indirectly, at least 15% of REV Group’s  
28

1 outstanding shares. Since that time, AIP has continued to hold REV Group shares  
2 through AIP Holdings and thus continues to benefit from its roll-up scheme.

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

13 40. Defendant Oshkosh Corporation (“Oshkosh”) is a global manufacturer  
14 of specialty trucks and military vehicles. Oshkosh sells its products across three  
15 main business segments—Access, Vocational, and Defense—through a portfolio of  
16 leading brands in more than 150 countries across the world. Oshkosh reported  
17 more than \$10 billion in net sales for 2024. Oshkosh’s fire truck brands, which it  
18 sells through its subsidiaries, are Pierce and Maxi-Métal (the “Oshkosh Brands”).  
19 Oshkosh is incorporated under the laws of the state of Wisconsin, and its principal  
20 place of business is in Oshkosh, Wisconsin.

21 41. Defendant Pierce Manufacturing Inc. (“Pierce”) is Oshkosh’s leading  
22 North American subsidiary and operates in Oshkosh’s Vocational segment. Pierce’s  
23 products include custom and commercial pumpers, aerials, rescue trucks, wildland  
24 trucks, mini pumpers, elliptical tankers, and homeland security apparatuses. Pierce  
25 also manufactures its own custom chassis on which it builds its custom  
26 apparatuses. Pierce, which operates factories in Wisconsin and Florida, is  
27 incorporated under the laws of the state of Wisconsin, and its principal place of  
28 business is in Appleton, Wisconsin.

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

8 43. The “BME Defendants” include Defendants Boise Mobile Equipment,  
9 Inc. (“Boise Mobile”) and BME Fire Trucks LLC (“BME Fire Trucks”). Boise  
10 Mobile is an Idaho corporation with its principal place of business in Boise, Idaho.  
11 BME Fire Trucks is a subsidiary of Boise Mobile and is a limited liability company  
12 organized under the laws of the state of Idaho with its principal place of business in  
13 Boise, Idaho. The BME Defendants are the leading specialized producer of  
14 wildland fire apparatus in the United States, having been manufacturing wildland  
15 fire apparatuses since 1990. The BME Defendants’ customers include CAL FIRE,  
16 the U.S. Forest Service, U.S. Bureau of Land Management, and U.S. National Park  
17 Service, as well as multiple municipal and county fire departments throughout the  
18 United States. In 2021, Pierce acquired a 25% interest in BME Fire Trucks and is a  
19 co-member of the LLC with Boise Mobile.

20 **JURISDICTION AND VENUE**

21 44. Plaintiffs bring this action against Defendants seeking equitable and  
22 injunctive relief, as well as damages for the City of San Diego, under Sections 4  
23 and 16 of the Clayton Act, 15 U.S.C. §§ 15 & 26, for Defendants’ violations of  
24 Sections 3 and 7 of the Clayton Act, 15 U.S.C. §§ 14 & 18, and Sections 1 and 2 of  
25 the Sherman Act, 15 U.S.C. §§ 1 & 2; seeking equitable and injunctive relief, as  
26 well as damages for the City of San Diego, under the California Cartwright Act,  
27 Cal. Bus. & Prof. Code §§ 16750 and 16754.5, for Defendants’ violations of the  
28 Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 and 16727, *et. seq.*; and seeking

1 equitable and injunctive relief, including restitution for the City of San Diego, and  
2 penalties under the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof.  
3 Code §§ 17200, 17203, 17204 & 17205, for Defendants’ violations of the UCL,  
4 Cal. Bus. & Prof. Code § 17200, *et seq.*

5 45. This Court has jurisdiction over the subject matter of this action  
6 pursuant to Section 4 of the Sherman Act, 15 U.S.C. § 4; Sections 4 and 16 of the  
7 Clayton Act, 15 U.S.C. §§ 15 & 26; and 28 U.S.C. §§ 1331 and 1337. This Court  
8 has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28  
9 U.S.C. § 1367(a), because those claims are so related to the federal claims in this  
10 action that they form part of the same case or controversy under Article III of the  
11 U.S. Constitution.

12 46. Venue is proper in this District pursuant to Section 12 of the Clayton  
13 Act, 15 U.S.C. § 22, and 28 U.S.C. § 139. A substantial part of the events giving  
14 rise to Plaintiffs’ claims occurred in this District, a substantial portion of the  
15 affected interstate trade and commerce has been carried out in this District, and one  
16 or more Defendants are licensed to do business in, have their principal places of  
17 business in, are doing business in, had agents in, are found in, transact business in,  
18 or are subject to personal jurisdiction in this District.

19 47. This Court has personal jurisdiction over Defendants because they,  
20 either directly or through the ownership and/or substantial control of their  
21 subsidiaries, *inter alia*: (a) are headquartered in the United States; (b) transacted  
22 business in the United States, including in this District; (c) directly sold or  
23 marketed goods and services in the relevant markets throughout the United States  
24 as a whole, including in this District; (d) had substantial aggregate contacts within  
25 the United States, including in this District; or (e) directed or engaged in  
26 acquisitions and other conduct the substantial, reasonably foreseeable, and  
27 intended effect of which was the substantial lessening of competition, and/or the  
28 creation of a monopoly causing injury to the business or property of persons and

1 entities residing in, located in, or doing business throughout the United States,  
2 including in this District. Defendants also conduct business throughout the United  
3 States, including in this District, and they have purposefully availed themselves of  
4 the protection of the laws of this District and of the United States.

5 48. Defendants’ conduct alleged herein occurred inside the United States  
6 and caused direct, substantial, and reasonably foreseeable and intended  
7 anticompetitive effects upon interstate commerce within the United States.

8 49. Defendants’ alleged activities were within the stream of, and were  
9 intended to and did have a substantial effect on, interstate commerce of the United  
10 States. Defendants’ products and services are sold in the stream of interstate  
11 commerce.

## 12 **FIRE APPARATUSES AND CHASSIS**

### 13 **I. Background**

14 50. The REV Group Defendants, Oshkosh Defendants, and BME  
15 Defendants build several categories of fire apparatuses, including commercial  
16 apparatuses and/or custom apparatuses. Commercial fire apparatuses are standard  
17 medium- or heavy-duty trucks adapted for fire service and built on standard  
18 medium- or heavy-duty truck frames/chassis. Custom apparatuses (“Custom  
19 Apparatuses” or “Custom Fire Apparatuses”) are more customized, specialized  
20 apparatuses built on custom frames/chassis (“Custom Chassis”).

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

27 52. Specifically, NFPA specifies minimum standards for “Automotive Fire  
28 Apparatus” and “Wildland Fire Apparatus,” which together comprise the Fire

1 Apparatus market in which Defendants assemble and sell fire apparatuses.  
2 Automotive Fire Apparatuses are “vehicle[s] designed to be used under emergency  
3 conditions to transport personnel and equipment or to support the suppression of  
4 fires or mitigation of other hazardous situations,” and according to NFPA include  
5 “Pumper Fire Apparatus,” “Initial Attack Fire Apparatus,” “Mobile Water Supply  
6 Fire Apparatus,” “Aerial Fire Apparatus,” “Quint Fire Apparatus,” “Special Service  
7 Fire Apparatus,” and “Mobile Foam Fire Apparatus.” Wildland Fire Apparatuses  
8 are “[f]ire apparatus primarily used for wildland fire response,” and according to  
9 NFPA include “Wildland Fire Suppression Apparatus,” “Wildland Mobile Water  
10 Supply Apparatus,” and “Wildland Crew Carrier Apparatus.” Fire Apparatuses  
11 include both Custom Apparatuses and commercial apparatuses.

12 53. Defendants assemble their apparatuses from parts (e.g., engine,  
13 transmission, chassis) that they either manufacture themselves or source from  
14 third-party suppliers. For their Custom Apparatuses, the REV Group Defendants  
15 and Oshkosh Defendants manufacture their own Custom Chassis (i.e., they self-  
16 source their Custom Chassis), which they incorporate into their Custom  
17 Apparatuses that they sell to customers. The REV Group Defendants, Oshkosh  
18 Defendants, and BME Defendants all source commercial chassis for their  
19 commercial apparatuses from third-party suppliers like Freightliner and  
20 International, which they incorporate into their commercial apparatuses that they  
21 sell to customers. The cost of a custom chassis generally represents at least 25% of  
22 the cost of the overall apparatus on which it is built.

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

27

28

1                    ***A. Custom Fire Apparatuses***

2                    55. The majority of Fire Apparatuses are Custom Fire Apparatuses. The  
3 three most prominent types of Custom Fire Apparatuses, which the REV Group  
4 and Oshkosh Defendants build, are Custom Chassis Pumper Fire apparatuses  
5 (“Custom Pumpers”), Custom Chassis Aerial Fire apparatuses (“Custom Aerials”),  
6 and Custom Chassis Quint Fire apparatuses (“Custom Quints”). Figure 1 displays a  
7 Custom Pumper, a Custom Aerial, and a Custom Quint from left to right:



12                    **Figure 1**

13                    ***1. Custom Pumpers***

14                    56. Custom Pumpers are the vehicles most commonly referred to as “fire  
15 trucks.” Custom Pumpers have a permanently mounted fire pump of at least 750  
16 gallons per minute (3,000 liters per minute) capacity, water tank, and hose body  
17 whose primary purpose is to combat structural and associated fires. Custom  
18 Pumpers include pumpers as well as pumper-tankers. Figure 2 displays an example  
19 of a Custom Pumper, manufactured by Defendant Pierce Manufacturing Inc.:



**Figure 2**

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

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

9           59. Custom Pumpers are significantly more expensive, often costing at  
10 least \$100,000 more than commercial chassis pumps. Localities and other  
11 purchasers routinely incur this significant price differential to obtain the enhanced  
12 safety, durability, and operational advantages of Custom Pumpers over pumps  
13 constructed on commercial chassis.

14           60. As the NFPA recognizes, “highspeed engines are frequently employed  
15 for fire apparatus, particularly in the case of commercial vehicle chassis.” In  
16 contrast “[m]any fire departments” favor Custom Pumpers, which have “high-  
17 torque low-speed engines for fire department service because such engines have  
18 good performance characteristics both when powering the apparatus through city  
19 traffic and when driving the pump.”

20           61. Custom Pumpers can comfortably seat six to ten crew members, while  
21 commercial chassis pumps typically seat only five people. With the limited  
22 legroom in a commercial chassis, the ability to install specialized fire apparatus  
23 seating is severely impeded. No more than four specialized fire apparatus seats can  
24 be installed in a commercial chassis. Figure 3 displays an example of specialized  
25 fire apparatus seating:  
26  
27  
28



Figure 3

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

63. The advantage of Custom Pumpers is especially notable in urban environments. Custom Pumpers are designed with a front axle behind the driver seat, which greatly improves urban maneuverability by dramatically reducing the fire truck's turning angle and overall wheelbase. The combination of a shorter wheelbase and tighter turning radius allows Custom Pumpers to enter dense urban settings quickly in the event of a fire. In contrast, the front axle on commercial chassis tends to be further forward and in front of the driver, which contributes to a longer wheelbase and worse urban maneuverability. Additionally, Custom Pumpers possess superior durability and extended service life, attributes that are particularly critical for metropolitan jurisdictions experiencing high volumes of emergency responses.

## ***2. Custom Aerials***

64. Custom Aerials are apparatuses built on Custom Chassis that are equipped with an aerial ladder, elevating platform, or water tower that are designed and equipped to support firefighting and rescue operations by positioning personnel, handling materials, providing continued egress, or discharging water at

1 positions elevated from the ground. Figure 4 displays an example of a Custom  
2 Aerial, manufactured by Defendant REV Group company E-ONE:



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10  
11 **Figure 4**

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

17 66. The ladder must be able to be raised from the bedded position to its  
18 maximum elevation and extension and rotated a set amount of degrees within a  
19 specified amount of time, depending on the height of the elevated platform. The  
20 rungs must be evenly spaced and skid-resistant and rails must be 18 inches apart.  
21 The ladder must be able to have fall protection harnesses attached to it.

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

### 26 **3. Custom Quints**

27 68. Custom Quints combine the equipment capabilities of an aerial with  
28 the water-pumping ability of a pumper. They have a permanently mounted fire

1 pump, a water tank, a hose storage area, an aerial ladder or elevating platform with  
2 a permanently mounted waterway, and a complement of ground ladders. The  
3 primary purpose of this type of vehicle is to combat structural and associated fires  
4 and to support firefighting and rescue operations by positioning personnel-handling  
5 materials, providing continuous egress, or discharging water at positions elevated  
6 from the ground. Figure 5 displays an example of a Custom Quint, manufactured  
7 by Pierce:



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14  
15 **Figure 5**

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

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

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

26 72. In a strict technical sense, it is possible to build quint fire apparatuses  
27 using a commercial chassis. But at least in the past three decades, only a handful of  
28

1 such apparatuses were manufactured among the thousands of Custom Quints  
2 produced.

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

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

17 ***B. Custom Chassis***

18 75. A Custom Chassis is the foundation on which all Custom Apparatuses  
19 are built. As Defendant Pierce puts it, “A chassis determines everything: How you  
20 ride, handle, stop & set-up at the scene.” The features of a Custom Chassis for a  
21 Custom Fire Apparatus include the frame material, engine and transmission  
22 compatibility, front and rear axle suspension, and electrical system, among other  
23 components.

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

26  
27  
28



Figure 6

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2  
3  
4  
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10 77. Like Custom Fire Apparatuses, Custom Chassis are subject to  
11 extensive NFPA requirements. Custom Chassis must be built in such a way that  
12 they can carry the full weight of the Fire Apparatus when it is loaded to its  
13 maximum in-service weight, as dictated by the NFPA. Also, their engines must be  
14 able to be protected with engine derate programming (a way to program an  
15 engine’s electronic control module to intentionally limit power or vehicle speed  
16 when certain conditions or faults occur).

17 ***C. Custom Fire Apparatus Builders and Custom Chassis***

18 ***Manufacturers***

19 78. Fifteen to 20 years ago, fire departments in the United States could  
20 choose from a variety of independent Fire Apparatus providers, many of whom  
21 manufactured their own Custom Chassis on which their Custom Apparatuses were  
22 built. As late as 2015, there were still over 20 independent companies producing  
23 motorized Fire Apparatuses in the United States, nine of which produced their own  
24 Custom Chassis for Custom Pumpers and Custom Aerials. Today, as a result of  
25 Defendants’ unlawful roll-up schemes, two corporate families—the REV Group  
26 Defendants and the Oshkosh Defendants (effectively combined with the BME  
27 Defendants)—dominate the relevant markets.

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

12           80. KME was a family-owned Fire Apparatus manufacturer founded in  
13 1946 in Nesquehoning, Pennsylvania. After 70 years of independent operation,  
14 KME sold out to REV Group in April 2016. Today, KME is a subsidiary of REV  
15 Group. KME manufactures Custom Chassis—its Panther, Predator, and SSX  
16 models—along with a broad portfolio of apparatuses, including Custom Aerials,  
17 Custom Pumpers, Custom Quints, tankers, and rescues. KME sole-sources its  
18 Custom Chassis and does not supply them to competing apparatus builders.

19           81. Ferrara Fire Apparatus was founded in Baton Rouge, Louisiana in  
20 1979. Over the years that followed, Ferrara developed itself first as a full-scale  
21 service, warranty, and repair center for Fire Apparatuses and later as a  
22 manufacturer of custom-designed apparatuses. In 1994, Ferrara opened a new plant  
23 in Holden, Louisiana, and expanded it three times from 2000 to 2009. In 1998, it  
24 introduced its first Custom Chassis, the Inferno, and today offers the additional  
25 Igniter, Cinder, and Invader models in Ferrara-branded apparatuses. Ferrara  
26 continued to build a range of apparatuses, including Custom Aerials, Custom  
27 Pumpers, Custom Quints, tankers, and rescues. In April 2017, REV Group acquired  
28 Ferrara, taking this important manufacturer of both Custom Chassis and Custom

1 Apparatuses out of the market as an independent competitor and turning it instead  
2 into a subsidiary of REV Group. Ferrara sole-sources its Custom Chassis and does  
3 not supply them to competing apparatus builders.

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

16 83. Ladder Tower Incorporated was founded in 1974 in Ephrata,  
17 Pennsylvania. After a series of ownership changes, the company became Ladder  
18 Tower Company and later, simply "Ladder Tower." Ladder Tower built an  
19 industry-leading line of Custom Aerials, as well as aerial devices sold to other  
20 apparatus manufacturers under the Sqrt, Telesqrt, and Snorkel brands. REV  
21 Group acquired the Ladder Tower brand in 2020 as part of its acquisition of  
22 Spartan Motors' emergency response segment (the company, now a wholly owned  
23 REV Group subsidiary, is now formally Smeal LTC, LLC). Today, Ladder Tower-  
24 branded Custom Aerials continue to be distributed by the Spartan ER Entities,  
25 subsidiaries of REV Group.

26 84. US Tanker Fire Apparatus Inc. ("UST") was a Fire Apparatus builder  
27 formed in 1989 in Burlington, Wisconsin. The company specialized in building  
28 custom stainless-steel tankers, but also built Custom Pumpers, rescues, and brush

1 trucks. The UST brand was acquired by REV Group in February 2020 as part of  
2 REV Group’s acquisition of Spartan Motors’ emergency response segment. REV  
3 Group phased out its production of UST-branded apparatuses after the acquisition,  
4 and today, REV Group no longer markets the UST brand.

5 85. Smeal Fire Apparatus Co. (“Smeal”) was founded in 1955 as the  
6 Smeal Implement Company in Snyder, Nebraska. Smeal built its first fire truck in  
7 1964 and, in the 1970s, began to design and build its own line of aerial ladders. In  
8 2014, Smeal acquired Ladder Tower and UST. In January 2017, Spartan Motors  
9 acquired Smeal. Prior to its acquisition, Smeal purchased Custom Chassis from  
10 Spartan Motors and built aerial ladders and platforms, as well as pumpers, tankers,  
11 and other apparatuses. As part of its February 2020 acquisition of Spartan Motors’  
12 emergency response segment, REV Group acquired the Smeal and Ladder Tower  
13 brands. Today, REV Group markets and sells Spartan and narrowed lines of Smeal  
14 and Ladder Tower apparatuses.

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

20 87. Pierce is a leading Custom Chassis manufacturer and Fire Apparatus  
21 builder in the United States. Pierce was founded in 1913 as Auto Body Works. It  
22 produced its first fire truck bodies in 1939 and was acquired by Oshkosh  
23 Corporation in 1996. Pierce manufactures Custom Pumpers, Custom Aerials, and  
24 Custom Quints built on its own Custom Chassis (the Volterra, Enforcer, Impel,  
25 Saber, and Velocity), as well as Fire Apparatuses built on commercial chassis,  
26 including tankers, mini-pumpers, rescues, and its BX™ Wildland. Pierce does not  
27 supply Custom Chassis to competitors and sole-sources its Custom Chassis for its  
28 Custom Apparatuses.

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

16           89. Maxi-Métal is a Canadian-based Fire Apparatus builder founded over  
17 40 years ago in Saint-Georges, Québec. Its Custom Pumper, “MAXI Saber,” has  
18 been in continuous production since 2016. In 2015, Maxi-Métal signed an  
19 exclusive agreement with Pierce to use Pierce’s “Saber” Custom Chassis for the  
20 MAXI Saber, and to distribute the MAXI Saber through Pierce’s dealer network  
21 across North America. In 2022, Oshkosh (Pierce’s parent company) acquired  
22 Maxi-Métal, removing this large apparatus builder as an independent competitor in  
23 the marketplace. Today, Maxi-Métal is a subsidiary of Oshkosh.

24           90. Currently, beyond REV Group’s and Oshkosh’s subsidiaries, only five  
25 noteworthy independent competitors—the only Custom Fire Apparatus builders  
26 that also manufacture their own Custom Chassis—remain in the relevant markets:  
27 Rosenbauer, Sutphen, Seagrave, HME Ahrens-Fox, and US Fire Apparatus.  
28

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

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

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

20           94. HME Ahrens-Fox (“HME”) is a family-owned Fire Apparatus  
21 manufacturer, with one location, in Wyoming, Michigan. HME manufactures  
22 Custom Pumpers, tankers, wildland, and rescue trucks. HME does not manufacture  
23 Custom Quints or Custom Aerials. While HME predominantly uses its Custom  
24 Chassis for its own builds, it also supplies Custom Chassis to competing apparatus  
25 builders. HME, Sutphen, and the Spartan ER Entities are the only manufacturers  
26 that supply Custom Chassis to competitors. HME does not have the capacity to  
27 take on the orders that the REV Group Defendants and Oshkosh Defendants cannot  
28 fulfill.

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

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

23           97. Other Custom Fire Apparatus builders—e.g., Custom Fire Apparatus,  
24 Marion, Toyne Fire Apparatus—supply varying quantities of these Custom  
25 Apparatuses and primarily rely on REV Group’s Spartan Entities and to a much  
26 lesser degree on HME to source Custom Chassis for the Custom Apparatuses they  
27 build. Sutphen supplies a handful of Custom Chassis annually to SVI Fire Trucks.  
28

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

2 98. Custom Pumpers, Custom Aerials, and Custom Quints are three  
3 specific examples of Fire Apparatuses, which include all Automotive Fire  
4 Apparatuses and Wildland Fire Apparatuses as specified by NFPA Standard 1900,  
5 including apparatuses built on Custom Chassis as well as commercial chassis.  
6 Figure 7 below depicts an example of a Fire Apparatus beyond Custom Pumpers,  
7 Custom Aerials, and Custom Quints—a REV Group (E-ONE) commercial tanker:



14 **Figure 7**

15 99. In particular, Wildland Fire Apparatuses are vehicles utilized by fire  
16 departments located in environments with rugged and otherwise difficult-to-  
17 traverse terrain, where a regular Fire Apparatus may have difficulty maneuvering.  
18 For example, Pierce manufactures a “BX™ Wildland” which it describes as  
19 follows: “The air ride cab comfortably fits 5 personnel. The stainless-steel body  
20 integrates full-depth left side compartments, 6 standard fender compartments,  
21 lowered compartment doors for better ergonomics and large undercab  
22 compartments. Departments can expect aluminum hosebed covers, integrated hatch  
23 compartments with top and rear access, flush-mounted hinged body doors, fully  
24 enclosed low height ladder storage and dedicated dry storage areas for more  
25 extensive deployment. Standards include a 70-gallon fuel tank, bumper extension  
26 with left/right/center hose trays featuring aluminum lids, 2 bumper outlets, a  
27 hydraulic auxiliary pump for true pump-and-roll and a powerful Husky™ foam  
28 system with hose reel.” Figure 8 shows an image of Pierce’s BX™ Wildland:



Figure 8

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

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

101. In addition to the Oshkosh Defendants’ apparatus manufacturing operations, the Oshkosh Defendants have established what Oshkosh describes as “the largest North American fire apparatus distribution network”—namely, the Pierce dealer network, through which Pierce, Maxi-Métal, and—since their acquisition in 2021—the BME Defendants’ Fire Apparatuses are exclusively distributed.<sup>4</sup> The extensive Pierce dealer network offers apparatus sales and service

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<sup>4</sup> Before the Oshkosh Defendants acquired an ownership interest in the BME Defendants, Boise Mobile generally sold its apparatuses direct to customers.

1 to customers in all 50 states. Within the geographical regions they cover, Pierce  
2 dealers operate as the exclusive dealers for the sale of custom and commercial Fire  
3 Apparatuses manufactured by Pierce, Maxi-Métal, and the BME Defendants.

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

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

22 104. For example, one or more Oshkosh Defendants is identified as the  
23 relevant “vendor” of its Fire Apparatuses in its contracts with co-ops such as  
24 Sourcewell, NASPO ValuePoint, and HGAC,<sup>5</sup> as well as in its contracts and in the  
25 addenda to its contracts with some customers.

26 \_\_\_\_\_  
27 <sup>5</sup> 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           105. Moreover, while dealers may act as the Oshkosh Defendants’  
2 representatives with customers, it is the Oshkosh Defendants that set the prices  
3 customers pay. For instance, Pierce’s co-op contracts indicate that Pierce—and not  
4 its dealers—set the “not-to-exceed” prices that municipalities pay.

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

14           107. The City of San Diego’s “Cooperative Procurement Contract” with  
15 Pierce exclusive dealer South Coast Fire Equipment, Inc. (“South Coast Fire”) “to  
16 purchase Pierce Manufacturing firefighting apparatuses and fire service vehicles”  
17 makes clear that South Coast Fire is the mere conduit for the City’s purchases of  
18 apparatuses from Pierce. The Contract provides that in April 2022, Sourcewell  
19 “awarded a contract with Oshkosh Corporation, and executed the RFP Number  
20 113021 for Firefighting Apparatus and Fire Service Vehicles, identified as  
21 Sourcewell RFP Number 113021-OKC, . . . attached as Exhibit 1” and “South  
22 Coast Fire Equipment, Inc. (Contractor) *has agreed to provide to City the same*  
23 *pricing offered to [Sourcewell]* for the procurement of Firefighting Apparatus and  
24 Fire Service Vehicles *consistent with the terms and conditions in the [Sourcewell]*  
25 *Agreement*” (emphases added). The contract continues: “Pierce Manufacturing,  
26 Inc. represents that the City’s authorized dealer for the purpose of this contract is  
27 [South Coast Fire], and that *City must purchase the goods and services through*  
28 *[South Coast Fire]*. . . . As an authorized dealer of Pierce Manufacturing, Inc.,

1 [South Coast Fire] is authorized to utilize the Sourcewell RFP Number 113021-  
2 OKC Contract and its pricing to meet the needs of the City” (emphasis added).  
3 Indeed, the City’s contract with South Coast Fire expressly “consists of,” *inter alia*,  
4 “Sourcewell’s Solicitation Number 113021, Oshkosh Corporation’s Response to  
5 Solicitation, including all Specifications . . . , and the [Sourcewell-Oshkosh]  
6 Agreement (all of which include current pricing information and any pricing sheets  
7 . . . ).”

8 108. The City’s Contract with South Coast Fire goes on to provide that the  
9 prices the City will pay for Pierce fire apparatuses will change whenever *Pierce*  
10 requests a pricing change with Sourcewell and Sourcewell approves that change  
11 request. Specifically, the Sourcewell-Oshkosh contract provides that once  
12 Sourcewell approves a Product and Pricing Change Request, including “a complete  
13 restatement of pricing documentation in Microsoft Excel with the effective date of  
14 the modified pricing,” the “fully executed Sourcewell Price and Product Change  
15 Request Form will become an amendment to th[e] [Sourcewell-Oshkosh]  
16 Contract.” The City’s contract with South Coast Fire in turn provides that “a fully  
17 executed Sourcewell Price and Product Request Form will be an amendment to the  
18 [Sourcewell-Oshkosh] Agreement and be incorporated by reference into the  
19 [Sourcewell-Oshkosh] Agreement; when this occurs, the Contract between City  
20 and [South Coast Fire] must be amended in writing by and through their authorized  
21 officers to incorporate the fully executed Sourcewell Product and Price Change  
22 Request Form into the Contract between City and [South Coast Fire].” As the  
23 foregoing arrangement makes clear, Pierce is the seller, and the City of San Diego  
24 is the purchaser; the apparatuses and payments merely pass through South Coast  
25 Fire.

26 109. The City’s internal Cooperative Procurement Certification  
27 Memorandum, issued around the same time as the City’s Contract with South  
28 Coast Fire, documents that through this Contract, “*Oshkosh Corporation* is

1 offering a wide variety of products including custom and commercial pumper  
2 products, aerial products, and emergency response vehicles. *They will serve*  
3 *Sourcewell participating entities* in the United States and Canada through *their*  
4 *regional sales and service model. Oshkosh Corporation* is providing a  
5 combination of line item, percentage, multi-unit, pre-pay and progress payment  
6 discounts (as applicable) on their fire apparatus offering” (emphasis added). In  
7 other words, Oshkosh is the seller, and the City is the purchaser. The memo goes  
8 on to describe the seller’s (Oshkosh’s) terms as advantageous to the purchaser, the  
9 City of San Diego, stating: “Oshkosh Corporation’s premium goods and services  
10 are offered at MSRP.” Thus, unlike a car dealer model where the manufacturer sells  
11 to the car dealer, who then marks the car up and charges the full price to the  
12 customer, here, the manufacturer (Pierce) sets the price the customer pays, the  
13 dealer (South Coast Fire) takes no markup, and it simply sits between them as a  
14 formality required by Pierce.

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

22 111. Not only are the Oshkosh Defendants responsible for setting the initial  
23 price that municipalities agree to pay for their Fire Apparatuses, but they also  
24 retain the ability to change the price the customer pays, even after they accept the  
25 order or are awarded the contract.

26 112. Pierce dealers’ contracts with some customers contain price  
27 adjustment clauses stating, “If the Producer Price Index of Components for  
28 Manufacturing . . . has increased at a compounded annual growth rate of 5.0% or

1 more between the month *Pierce* accepts the order (‘Order Month’) and a month 14  
2 months prior to the then predicted Ready For Pickup date (‘Evaluation Month’),  
3 then pricing may be updated in an amount equal to the increase in PPI over 5.0%  
4 for each year or fractional year between the Order Month and the Evaluation  
5 Month” (emphasis added). As this language makes clear, the dealer stands between  
6 the Defendant builder (here, *Pierce*) and the customer as a conduit, with *Pierce*  
7 accepting the order, setting the terms, and dictating changes in terms to hedge the  
8 ultimate risk that the Defendant builder (not the dealer) bears on the purchase.  
9 Indeed, in certain instances, *Pierce* (as vendor) and the customer enter directly into  
10 a Master Price Agreement that can be then subject to unilateral amendment only by  
11 *Pierce* and the customer.

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

23 114. At the same time, the Oshkosh Defendants provide extensive benefits  
24 to their dealers, which render the dealers allies in their schemes and remove all  
25 incentive those dealers otherwise may have to push back or initiate legal action  
26 based on Defendants’ anticompetitive conduct. Indeed, Fire Apparatus dealers—  
27 whether dealing in Defendants’ apparatuses or the apparatuses of competing  
28 builders who, as a result of Defendants’ anticompetitive conduct, have also been

1 able to raise prices above competitive levels—have generally benefitted from these  
2 builders’ price increases, as a higher price generally translates directly into a  
3 greater profit for the dealer.

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

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

## 21 **II. Relevant Fire Apparatus and Chassis Markets**

### 22 ***A. Relevant Product Markets***

23 117. Defendants’ acquisition schemes have substantially concentrated,  
24 increased their market shares, and tended to create monopolies in several markets,  
25 including: (1) the market for Custom Chassis for Custom Apparatuses; (2) the  
26 markets for Custom Pumpers, Custom Aerials, and Custom Quints; (3) the  
27 Wildland Fire Apparatus market; and (4) the broader Fire Apparatus market (which  
28 includes within it the Custom Apparatus and Wildland Fire Apparatus markets).

1 *1. Custom Chassis Market*

2 118. Custom Chassis are inputs that Fire Apparatus builders use to  
3 assemble their Custom Pumpers, Custom Quints, and Custom Aerials. Custom  
4 Chassis are designed specifically for Custom Apparatuses.

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

18 120. Custom Chassis are not interchangeable with commercial chassis, as  
19 various distinct characteristics meet the particular demands of each fire  
20 department.

21 121. A Custom Chassis allows the front axle to be placed farther back than  
22 a commercial chassis allows, reducing the apparatus's turning radius and  
23 promoting maneuverability in urban or other complex environments.

24 122. Custom Chassis air intakes are designed to operate in environments  
25 where intense heat and embers are present, making them safer and otherwise more  
26 suitable than commercial chassis to operate in fire emergency environments.

27 123. Whereas commercial chassis often rely on airflow while driving to  
28 cool batteries and electrical components, Custom Chassis are specially designed to

1 prevent overheating when stationary, such as when on scene engaged in  
2 firefighting operations.

3 124. Manufactured with heavier, more durable materials, Custom Chassis  
4 typically offer superior structural integrity and safety features, providing greater  
5 protection for firefighters from rollovers, collisions, or falling objects. This  
6 increased durability also expands the lifespan of these chassis in comparison to  
7 commercial chassis.

8 125. Custom Chassis generally offer more cab space than commercial  
9 chassis, with increased room for heads, legs, hips, and elbows, as well as  
10 floorspace and storage space, all enabling the apparatus to carry more personnel  
11 and equipment more safely and comfortably.

12 126. Custom Chassis generally include larger, single-piece windshields and  
13 specially designed dashboards and mirrors, which maximize and otherwise  
14 improve visibility for drivers and officers.

15 127. Custom Chassis allow for adjustments to the size, height, and other  
16 characteristics of the cab steps to make ingress and egress easier and safer for  
17 personnel compared to a commercial chassis.

18 128. By contrast, commercial chassis are generally constructed with lighter  
19 formed metals and fiberglass, rendering them less durable than Custom Chassis,  
20 which are generally constructed exclusively from thicker aluminum or stainless  
21 steel.

22 129. Prices for Custom Chassis are typically higher than prices for  
23 commercial chassis. Although prices of specific chassis can vary, the least  
24 expensive Custom Chassis tend to be more expensive than even high-end  
25 commercial chassis. In general, Custom Chassis are roughly twice as expensive as  
26 commercial chassis.

27 130. These higher prices are reflective of the added value Custom Chassis  
28 provide and the fact that they are not viewed as interchangeable by customers.

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

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

18           133. The Hypothetical Monopolist Test (“HMT”) is a method that courts  
19 and federal agencies use to assist in determining relevant antitrust markets. The  
20 HMT evaluates whether a hypothetical monopolist of a group of products likely  
21 would undertake at least a small but significant and non-transitory increase in price  
22 (“SSNIP”) or other worsening of terms for at least one product in the group. If a  
23 hypothetical monopolist could profitably impose such a price increase or other  
24 worsening of terms, that candidate market is a valid market for antitrust analysis.

25           134. As indicated by the facts set forth above, a hypothetical monopolist of  
26 Custom Chassis could profitably impose a small but significant and non-transitory  
27 increase in the price of Custom Chassis.

28

1 135. The producers in the relevant market to manufacture Custom Chassis  
2 for Custom Pumpers, Custom Aerials, and Custom Quints include the REV Group  
3 Defendants, Pierce, Rosenbauer, Sutphen, Seagrave, HME, and US Fire Apparatus.

4 136. Where participants in the relevant markets to build and sell Custom  
5 Pumpers, Custom Aerials, and Custom Quints do not manufacture the chassis  
6 themselves, they source the chassis from a manufacturer of Custom Chassis—and  
7 almost exclusively from the Spartan ER Entities, the primary manufacturer of  
8 Custom Chassis for supply to competing Fire Apparatus builders.

9 **2. *Markets for Custom Pumpers, Custom Aerials, and Custom***  
10 ***Quints***

11 137. There are three main types of Custom Apparatuses: Custom Pumpers,  
12 Custom Aerials, and Custom Quints. Each of these Custom Apparatuses serves  
13 distinct firefighting purposes and is not reasonably interchangeable with the other  
14 types in the eyes of customers.

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

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

22 140. Custom Quints are vehicles with a permanently mounted fire pump, a  
23 water tank, a hose storage area, an aerial ladder or elevating platform with a  
24 permanently mounted waterway, and a complement of ground ladders. Quints are  
25 used when a fire department, due to space or personnel limitations, can only deploy  
26 one apparatus, and that apparatus must be able to perform the functions of both an  
27 aerial and a pumper.  
28

1 141. These apparatuses all have specific characteristics set out by NFPA  
2 Standard 1900.

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

6 143. NFPA 1900 sets out the standard characteristics of a given Custom  
7 Apparatus necessary to support such unique functions, and this and other related  
8 NFPA standards are in turn incorporated into the laws and regulations of state and  
9 local governments.

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

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

26 146. Custom Apparatuses have distinct customers. Most fire departments  
27 require bespoke Fire Apparatuses to meet the specific needs of their regions. These  
28 specific needs are based on the environments they serve—for example, a crowded

1 urban area with narrow streets, or a mountainous region with significant snowfall.  
2 Generally, these specific needs are met by the distinct characteristics offered by  
3 Custom Pumpers, Custom Aerials, and Custom Quints. When prices rise, fire  
4 departments—public entities using taxpayer dollars to purchase their Custom  
5 Apparatuses—generally have no reasonable substitutes to which to turn.

6 147. A majority of Fire Apparatuses sold in the United States are Custom  
7 Apparatuses. Indeed, certain Fire Apparatuses such as aerials and quints are almost  
8 exclusively Custom Aerials and Custom Quints built on Custom Chassis, since  
9 among other things the height and other configurations of ladders and platforms  
10 must meet the specific needs of the environment.

11 148. Custom Apparatuses have distinct vendors—namely, a small set of  
12 Custom Apparatus builders that bid to and ultimately design and manufacture  
13 Custom Pumpers, Custom Aerials, and Custom Quints, in specialized facilities.

14 149. Custom Apparatuses are significantly more expensive than  
15 commercial apparatuses because they are built on Custom Chassis and use other  
16 customized parts.

17 150. Although prices of specific Custom Apparatuses can vary, the least  
18 expensive Custom Apparatuses tend to be more expensive than high-end  
19 commercial apparatuses. For instance, Custom Pumpers generally cost several  
20 hundreds of thousands of dollars more than commercial pumpers. These higher  
21 prices are reflective of the added value Custom Apparatuses provide to customers.

22 151. Other types of Fire Apparatus, such as Initial Attack Fire Apparatus  
23 and Mobile Water Supply Fire Apparatus, as well as pumpers that are built on  
24 commercial chassis, are not in the Custom Pumper, Custom Aerial, and Custom  
25 Quint markets. These apparatuses are generally built on commercial chassis  
26 manufactured by suppliers like Ford and Daimler, required to meet less demanding  
27 industry standards, and primarily designed for ancillary firefighting functions such  
28 as rapid response, the provision of auxiliary water supply, and command and

1 control operations. Additionally, these types of vehicles are sold by a broader set of  
2 manufacturers under different competitive conditions.

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

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

### 13 ***3. Wildland Fire Apparatus Market***

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

21 155. The Wildland Fire Apparatus Market has specialized vendors. The  
22 BME Defendants are a leading supplier of Wildland Fire Apparatuses in the United  
23 States. Popular BME apparatuses include BME’s Model 34 (a Type 3 apparatus),  
24 Tactical Tender, and Type 6 Xtreme. Other suppliers include Pierce, REV Group  
25 (through its subsidiaries the Spartan ER Entities, KME, Ferrara, and E-ONE),  
26 HME Ahrens-Fox, Rosenbauer, SVI Trucks, and Toyne.

27 156. These builders market their Wildland Fire Apparatuses as a distinct  
28 category of apparatus on their websites and in their marketing materials. For

1 example, REV Group subsidiary KME explains that “off-road is a specialized  
2 environment requiring specialized features. Features like heavy duty subframes to  
3 keep the body strong, flexible mounting systems to allow the body to move  
4 independently from the chassis or true pump-and-roll to allow a strong, steady fire  
5 attack while the truck moves at whatever speed the operator desires.”

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

14 158. Indeed, NFPA maintains comprehensive standards an apparatus must  
15 meet to qualify as a Wildland Fire Suppression Apparatus, Wildland Mobile Water  
16 Supply Apparatus, and Wildland Crew Carrier Apparatus. For example, for  
17 Wildland Fire Suppression Apparatus, the gross vehicle weight rating (“GVWR”)  
18 must be at least 10,001 pounds; the fire suppression fluid tank capacity must be at  
19 least 150 gallons; the equipment storage compartment capacity must be 20 cubic  
20 feet on a vehicle with a 10,001-14,000 pound GVWR, 50 cubic feet on a vehicle  
21 with a 14,001-26,000 pound GVWR, and 75 cubic feet on a vehicle with an over  
22 26,000 pound GVWR. All Wildland Fire Apparatuses must be capable of  
23 maneuvering across a 20% grade and up and down a 25% grade; must remain  
24 stable in both directions when tested on a tilt table; and the calculated or measured  
25 vertical center of gravity divided by the rear axle track width must not exceed the  
26 criteria shown in Figure 9 below:  
27  
28

**Table 7.14.3.1 Rollover Stability Requirements**

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

**Figure 9**

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

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

161. Although there are distinct markets within the broader Wildland Fire Apparatus market (e.g., the markets for Type 3 versus Type 6 Wildland Fire Apparatuses), and although each distinct apparatus serves a specific need that cannot be easily fulfilled by other types of apparatuses within this market, the competitive conditions for the manufacture and sale of each distinct type of Wildland Fire Apparatus are similar enough to allow for analyzing the competitive conditions for all Wildland Fire Apparatuses together. Each Wildland Fire Apparatus must meet strict industry standards for Wildland Fire Apparatuses. Each is purpose-built to meet the demands of the most challenging off-road and wildland firefighting environments, such as navigating tight trails and responding in remote terrain without a proximate water source. And each is primarily manufactured by the same set of companies in similar facilities with similar sets of customers. For these and other reasons discussed herein, Wildland Fire Apparatuses are not

1 reasonably interchangeable with other Fire Apparatuses. A hypothetical monopolist  
2 of each type of Wildland Fire Apparatus, and of all Wildland Fire Apparatuses,  
3 could profitably impose a small but significant, non-transitory increase in the price  
4 of at least one product in each such group of products.

#### 5 *4. Fire Apparatus Market*

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

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

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

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

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

28

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

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

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

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

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

27 171. This explains why a Fire Apparatus manufacturer like Rosenbauer is  
28 explicit that it “produces all types of firefighting vehicles to both European and US

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

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

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

22 174. There are significant differences in the use of Custom Chassis in  
23 versus outside of the United States. For example, whereas a majority of fire trucks  
24 sold in the United States are built with Custom Chassis, “[o]utside North America,  
25 there are very few custom fire apparatus chassis,” and, instead, most fire  
26 apparatuses “are what could be defined as ‘commercially available trucks’ adapted  
27 for fire apparatus use.” As one industry publication has explained, “[a] typical  
28 pumper in Europe is built on a commercial chassis and has high compartmentation

1 with highly organized interior spaces.” A one-time national sales manager for  
2 Rosenbauer echoed this sentiment, noting that “in Europe, about 95% of chassis  
3 are commercial.”

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

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

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

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

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

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

2 180. 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 • The need for tens or hundreds of thousands of square feet of design,  
8 manufacturing, and assembly space;
- 9 • Metal fabrication, including laser technology, turret punches, and water jets  
10 to cut sheet metal;
- 11 • Framing of the metal pieces according to the engineering specifications  
12 using a combination of machinery including press brakes and panel bending  
13 equipment;
- 14 • State-of-the-art welding facilities, technology, and experienced and certified  
15 professionals;
- 16 • Facilities, technology, and trained professionals for sanding, chemical  
17 cleaning and treatment, surface priming, and painting/coating the apparatus,  
18 including electrodeposition coating and galvanization;
- 19 • Facilities, equipment, technology, and professionals for building the  
20 apparatus, including welding, plumbing, assembly, and electrical work.  
21 According to Pierce, “one of the most complex and intricate assemblies is  
22 the pumphouse—the heart of the truck’s water flow system. This highly  
23 option-driven build requires a blend of welding, plumbing, assembly and  
24 electrical work, making it one of the most technically demanding aspects of  
25 fire truck manufacturing.”
- 26 • Manufacturing of the Custom Chassis and components, “including the sub-  
27 assemblies within the frame rails, wheels and axles, engine and transmission,  
28 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.

8 181. 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.

21 182. 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

1 183. 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.

8 184. 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.”

24 185. 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.

10 186. 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.

14 187. 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.

18 188. 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.

3 189. 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.

13 190. 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.

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

4 191. 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.

8 192. 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***

23 193. 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.

3 194. 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.

13 195. 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.”

25 196. 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.

5 197. 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.

12 198. 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.

18 199. 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.

24 200. 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.

3 201. 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.

12 202. 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.

23 203. 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.

3 204. 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.

11 205. 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.

24 206. 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.

5 207. 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.

13 208. 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***

19 209. 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.

23 210. 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           211. 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           212. 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           213. 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           214. 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           215. 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           216. 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           217. 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           218. 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.

12 219. 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 ***C. Defendants’ Anticompetitive Schemes Have Substantially Lessened***  
23 ***and May Substantially Lessen Competition or Tend to Create a***  
24 ***Monopoly in the Relevant Markets***

25 220. There is overwhelming evidence that Defendants’ acquisition schemes  
26 have enabled them to acquire market dominance and to use that power to produce  
27 substantial anticompetitive effects. Defendants’ acquisitions substantially increased  
28 their market shares and concentration levels in the relevant markets—thus raising a

1 presumption that the acquisitions may substantially lessen competition or tend to  
2 create monopolies. They also enabled Defendants to eliminate head-to-head  
3 competition with the acquired firms; increased the risk of coordination in the  
4 relevant markets; foreclosed competition and discouraged entry in the market for  
5 Custom Chassis; gave the REV Group Defendants the power to raise rivals' costs  
6 and neutralize price competition in the markets for Custom Pumpers, Custom  
7 Aerials, and Custom Quints by controlling the price and availability of Custom  
8 Chassis; entrenched Defendants' dominant positions in the relevant markets; and in  
9 the case of Oshkosh's acquisition of Maxi-Métal, eliminated an entrant in the U.S.  
10 Custom Pumpers market. The anticompetitive impact of the REV Group  
11 Defendants and AIP Defendants' scheme has been amplified and reinforced by the  
12 Oshkosh Defendants' and BME Defendants' conduct, and vice versa. Defendants  
13 have driven a significant industry trend towards horizontal and vertical  
14 consolidation.

15 221. There is also abundant direct evidence that Defendants are able to  
16 exercise the market power they unlawfully acquired through their schemes—  
17 namely, evidence that Defendants have increased prices substantially and reduced  
18 supply well beyond what inflation, COVID supply shortages, and other factors can  
19 explain; consolidated their dealers, thus forcing customers to travel farther for  
20 authorized service; reduced quality, variety, and customer choice; and otherwise  
21 systematically worsened terms. Defendants are able to produce and supply less and  
22 at inferior quality, and charge more on a sustained basis, precisely because their  
23 anticompetitive schemes have eliminated meaningful competitive constraints. Each  
24 set of Defendants' price increases and other worsening of terms have also directly  
25 enabled each *other* competing Fire Apparatus builder to raise *its* prices and worsen  
26 *its* terms to customers—an umbrella price effect market-wide for which each  
27 Defendant is responsible.

1                                    ***1. Defendants’ Anticompetitive Conduct Has Enabled Them to***  
2                                    ***Control High Shares of Concentrated Markets***

3                    222. In each of the relevant markets, Defendants’ anticompetitive conduct  
4 has substantially increased concentration levels and Defendants’ shares of these  
5 markets.

6                    223. The Department of Justice and the Federal Trade Commission jointly  
7 publish the Merger Guidelines. Rooted in established caselaw and widely accepted  
8 economic thinking, the Merger Guidelines outline the legal tests, analytical  
9 frameworks, and economic methodologies both agencies use to assess whether  
10 transactions violate the antitrust laws, including measuring market shares and  
11 changes in market concentration from a merger.

12                    224. The Herfindahl-Hirschman Index (“HHI”) is a well-established  
13 method for calculating concentration in a market. The HHI is the sum of the  
14 squares of the market shares of the market participants. For example, a market with  
15 five firms, each with 20% market share, would have an HHI of 2,000 ( $20^2 + 20^2 +$   
16  $20^2 + 20^2 + 20^2 = 2,000$ ). The HHI is low when there are many small firms and  
17 grows higher as the market becomes more concentrated. A market with a single  
18 firm would have an HHI of 10,000 ( $100^2 = 10,000$ ).

19                    225. The Merger Guidelines explain that a merger that significantly  
20 increases market concentration is presumptively unlawful. Specifically, a merger is  
21 presumptively illegal when the post-merger HHI exceeds 1,800 and the merger  
22 increases the HHI by more than 100 points. Supreme Court precedent also  
23 establishes that a merger that results in a combined firm with market share of 30%  
24 or more is also presumptively unlawful.

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

1  
2  
3 226. Based on publicly available information, in the U.S. Custom Pumpers  
4 market the REV Group Defendants hold more than a 25% share. The Oshkosh  
5 Defendants hold more than a 40% share of this market.

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

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

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

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

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

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

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

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

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

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

27           235. Based on publicly available information, the U.S. Wildland Fire  
28 Apparatus market was already concentrated before the Oshkosh Defendants’

1 combination with the BME Defendants. After these two competitors combined, the  
2 post-transaction HHI exceeded 2,000, with an HHI delta of more than 100 from  
3 pre- to post-transaction.

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

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

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

19 ***2. Defendants’ Unlawful Acquisitions Have Substantially***  
20 ***Lessened and May Substantially Lessen Competition or Tend***  
21 ***to Create a Monopoly***

22 238. Beyond enabling the REV Group Defendants, Oshkosh Defendants,  
23 and BME Defendants to control high shares of concentrated markets, Defendants’  
24 acquisition schemes tend to and have substantially lessened competition in several  
25 other ways.

26 239. ***First***, the acquisitions eliminated substantial competition between  
27 firms previously competing head-to-head to offer the same products. For example,  
28 E-ONE, Ferrara, KME, and Spartan each used to independently produce their own

1 Custom Chassis for their own Custom Apparatuses. Fire departments historically  
2 would routinely put E-ONE, Ferrara, KME, and Spartan in competition with each  
3 other to win awards for Custom Pumpers, Custom Aerials, or Custom Quints. With  
4 REV Group and the AIP Defendants' consolidation of these four competitors into a  
5 single firm, that direct, head-to-head competition is gone.

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



16  
17  
18  
19  
20  
21  
22  
23 **Figure 10**

24 241. The elimination of head-to-head competition between the Oshkosh  
25 and BME Defendants is all the more concerning because Pierce is the most  
26 dominant Fire Apparatus builder in the United States and the BME Defendants are  
27 the most prominent specialized manufacturer of Wildland Fire Apparatuses in the  
28 country. These two significant formerly independent competitors are now

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

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

28

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

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

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

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

17           247. REV Group and the AIP Defendants’ acquisition of Spartan  
18 Emergency Response removed the industry’s premier independent manufacturer of  
19 Custom Chassis—a critical input for Custom Apparatuses that has no reasonable  
20 substitutes. For decades, Spartan served as the essential backbone for dozens of  
21 small, family-owned apparatus builders. By seizing control of this critical third  
22 party-supplier of Custom Chassis, REV Group gained the power to dictate the  
23 survival of its own rivals. With only two other companies, HME and Sutphen,  
24 providing a trivial number of Custom Chassis to small, independent builders, the  
25 REV Group Defendants have their non-vertically integrated apparatus competitors  
26 in a vice. Now, the mere threat of the Spartan ER Entities delaying Custom Chassis  
27 deliveries or increasing input costs—or “squeezing” margins—is sufficient to  
28 ensure that no small apparatus rival dares to compete aggressively on price.

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

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

20           250. Beyond the threat of actual foreclosure, REV Group and the AIP  
21 Defendants’ acquisition of Spartan Emergency Response has provided the REV  
22 Group Defendants with an unlawful information advantage that facilitates  
23 coordination and undermines the incentive of independent builders to compete.  
24 Because independent builders must purchase their Custom Chassis from the  
25 Spartan ER Entities, they are forced to disclose competitively sensitive  
26 information, including proprietary build specifications, customer-specific  
27 configurations, and delivery timelines. Access to this data allows the REV Group  
28

1 Defendants to peer into their rivals' playbooks, enabling them to anticipate their  
2 rivals' bids, mirror their pricing, and either mimic or preempt their innovations.

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

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

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

23 254. Oshkosh's acquisition of Maxi-Métal eliminated any probability that  
24 Maxi-Métal would meaningfully enter the U.S. market through alternative means,  
25 as well as the likely and actual beneficial influence on competition that resulted  
26 from Maxi-Métal's position at the time of the acquisition, an incipient competitor,  
27 poised on the edge of the U.S. market.

28

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

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

24           257. *Seventh*, the Oshkosh Defendants’ acquisition of a partial ownership  
25 interest in the BME Defendants, and these competitors’ “collaboration” on  
26 Wildland Fire Apparatus products that they previously competed to produce and  
27 market to customers, enables them to coordinate instead of competing head-to-  
28 head. With their ownership interest in the BME Defendants, the Oshkosh

1 Defendants can influence how the BME Defendants price their apparatuses, invest  
2 in R&D, plan for expansions or reductions in capacity, market their products, and  
3 ultimately pursue competitive initiatives.

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

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

1 barriers even further and by effectively dissuading smaller firms from aggressively  
2 competing. Defendants’ acquisitions have substantially increased barriers to entry  
3 in the relevant Fire Apparatus markets by creating even more firmly rooted market  
4 leaders with which to compete.

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

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

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

24       262. The REV Group Defendants, Oshkosh Defendants, and BME  
25 Defendants have been able to impose massive price increases—and have enabled  
26 competing manufacturers to follow suit with similar price increases—for  
27 apparatuses and parts on public entities and fire departments, including the City of  
28 San Diego, as a result of their acquisitions. Only a small fraction of the price

1 increases experienced by the City of San Diego can be attributed to supply shocks  
2 and pandemic-related price increases.

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

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

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

26 266. Furthermore, the Custom Chassis currently produced by the REV  
27 Group and Oshkosh Defendants in the consolidated Custom Chassis market lack  
28 the structural rigidity of heavy-duty Custom Chassis produced prior to COVID-19,

1 leading to premature wear and compromised handling and performance. These  
2 quality failures have shifted the financial burden onto municipalities, as trucks now  
3 spend an unacceptable amount of time in maintenance garages rather than in  
4 service protecting local communities. The resulting increase in downtime and the  
5 escalating cost of proprietary parts and labor constitute another hidden price  
6 increase, whereby these dominant firms extract higher margins while delivering a  
7 product that is objectively inferior, less reliable, and more expensive to maintain  
8 over its lifecycle, which in turn necessitate expanding fire department fleets.

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

21 268. In a competitive market, customers would have turned to competitors  
22 in the face of Defendants’ higher prices and worsening of terms. But with  
23 Defendants having cornered such a large portion of the relevant markets, there  
24 were effectively no reasonable alternatives to which to turn. The City of San Diego  
25 and other public entities had, and continue to have, no choice but to get in line—a  
26 backlog line that has grown and grown, with no end in sight.

27 269. Certain Defendants have recently sunk to a particularly galling new  
28 low, telling certain localities suffering from extended delivery delays that they can

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

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

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

25 272. Exemplifying this dealer consolidation, the REV Group Defendants  
26 today maintain only a single dealer in all of California for their KME and Ferrara  
27 brands, and only two additional dealers serve their other brands in territories  
28 largely limited to Southern California. Where the territories of separate dealers of

1 different REV Group brands overlap, the REV Group Defendants coordinate them  
2 to get “multiple bites at the apple” in response to individual fire department bids.  
3 As explained by Mike Virnig, President of REV Group, if a customer of one REV  
4 Group brand wants to explore other options, “[w]e’ve got four other opportunities  
5 where we can go and leverage other products, other dealers, and other  
6 relationships,” ensuring the maintenance and growth of the REV Group  
7 Defendants’ market share as a whole.

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

19 274. To add insult to injury, Defendants have falsely blamed the COVID-  
20 19 pandemic—for example, in REV Group’s words, “global supply chain  
21 bottlenecks and inflationary conditions”—for the entirety of their astronomical  
22 price increases and delivery delays. In other words, Defendants have effectively  
23 covered up the full explanation for their price increases and worsening of terms,  
24 which overwhelmingly resulted from their exploitation of the market power they  
25 deliberately amassed through unlawful acquisitions and other conduct. As late as  
26 May 2025—over *five years* after the pandemic started—Oshkosh was still using  
27 the pandemic as a false cover for its price increases, stating that “[g]lobal supply  
28

1 challenges, unprecedented demand, and significant inflation since the pandemic  
2 started in 2020 have resulted in extended delivery times and increased prices.”

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

15 **REPLACEMENT PARTS FOR PIERCE FIRE APPARATUSES**

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

20 277. Oshkosh and Pierce are able to stifle competition by enlisting their  
21 parts dealers to deal exclusively in proprietary Pierce parts, and by forcing  
22 customers to purchase these proprietary Pierce parts at inflated prices when they  
23 would otherwise have the choice of competitive alternatives. Through this scheme,  
24 Oshkosh and Pierce further milk fire departments and public entities of critical  
25

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

1 dollars, especially in the later years of the life of an apparatus on which they  
2 already made a killing.

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

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

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

23 281. For example, a replacement air conditioning compressor that is  
24 compatible with a Pierce Fire Apparatus and can replace the air conditioning  
25 compressor installed in the original apparatus is a distinct product that is not  
26 interchangeable with, for example, a seat belt and is not interchangeable with an air  
27 conditioning compressor that is not compatible with a Pierce Fire Apparatus.

28

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

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

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

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

25           286. Pierce also sells Pierce-branded replacement parts that are  
26 manufactured for Pierce by third-party manufacturers (“White-Label Parts”).  
27 White-Label Parts are compatible with Pierce Fire Apparatuses as well as other  
28

1 vehicles. Pierce OEM Parts and White-Label Parts comprise Pierce proprietary  
2 parts as referenced herein.

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

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

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

25 290. For the same reasons identified with respect to the relevant markets  
26 for the various Fire Apparatuses and Custom Chassis, *see supra*, Section II.B, the  
27 relevant geographic market for each replacement part for Pierce Fire Apparatuses  
28 is the United States.

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

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

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

1 parts and service provide a robust growth opportunity while offering stability  
2 throughout business cycles.”

3 294. First, Pierce requires its parts dealers and suppliers to agree to sell  
4 only Pierce-branded replacement parts for Pierce Fire Apparatuses to customers,  
5 and not to sell equivalent compatible parts. For example, the only way the City can  
6 replace the seatbelts in its apparatuses, which are seatbelts manufactured by third-  
7 party manufacturer IMMI for Pierce, is for the City to purchase the Pierce-branded  
8 seatbelts from an authorized Pierce parts dealer. The Pierce parts dealer will not  
9 sell the City an IMMI-branded seat belt for its Pierce apparatuses, even though  
10 they cost significantly less than the Pierce White-Label equivalent. The City even  
11 inquired directly with IMMI whether it could acquire replacement seatbelts  
12 directly from IMMI in order to avoid the significant markup Pierce applies to the  
13 Pierce White-Label seatbelts that IMMI manufactures. IMMI refused.

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

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

1           297. As one commentator with industry experience noted: “One of the  
2 problems with Pierce is they have purposely altered or manufactured cab and  
3 chassis parts that are proprietary and can only be purchased from Pierce. . . . [L]et’s  
4 say you need a replacement power steering pump . . . . [M]any other fire apparatus  
5 manufacturers use common parts that are available through local auto parts or  
6 diesel truck repair dealers. Often the Pierce part is only available from Pierce. And  
7 the local Pierce dealers aren’t going to stock a huge inventory of parts. So [the  
8 apparatus] goes to the dealer and sits for 2-3 weeks waiting [for] a part to be  
9 shipped from Wisconsin.”

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

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

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

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

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

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

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

1 from Pierce, Pierce locks in decades of supra-competitive profits on what was  
2 already an overpriced apparatus.

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

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

25 307. Those costs are enormous. Pierce-branded replacement parts cost  
26 customers routinely two, three, and even sometimes four or more times what they  
27 would pay for an equivalent part manufactured by a third-party supplier. For  
28 example, R•O•M manufactures White-Label roll-up doors for Pierce. When the

1 door breaks, the customer is forced to purchase the White-Label Part  
2 (manufactured for Pierce by R•O•M) for two to three times what they would pay if  
3 Pierce and the Pierce-authorized parts supplier allowed the customer to purchase  
4 the part from R•O•M (either directly or through the dealer) without the Pierce  
5 serial number.

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

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

28

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

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

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

27

28

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 PLAINTIFFS**

5           313. 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 San Diego,  
8 to obtain Fire Apparatuses and parts at fair, competitive prices and on the timelines  
9 required to serve their communities. Defendants’ conduct drastically reduced  
10 options and increased the prices for Fire Apparatuses to the City.

11           314. The City is just one of many victims of Defendants’ unlawful  
12 schemes. Its purchasing history is indicative of the broader effects Defendants’  
13 anticompetitive conduct has had on localities across the country.

14           315. Take, for example, the price the City of San Diego has paid for  
15 Custom Pumpers. In September 2010, the City awarded contracts for the sale of  
16 seven Custom Pumpers to Pierce for an average of approximately \$638,500 per  
17 unit. Five years later, in October 2015, the price had increased slightly, with the  
18 City awarding contracts for the sale of nine Custom Pumpers to Pierce for  
19 approximately \$670,000 per unit. Six years later, in November 2021, the price had  
20 jumped to approximately \$898,000 per unit, when the City awarded contracts for  
21 the sale of five Custom Pumpers to Pierce for that price under its Cooperative  
22 Procurement Contract with South Coast Fire (under which it received the prices  
23 and terms provided by Oshkosh/Pierce through Sourcewell). The price for Pierce  
24 Custom Pumpers is now *nearly two and one-half times* what it was ten years ago;  
25 in October 2025, the City awarded a contract for the sale of a Custom Pumper to  
26 Pierce, under its Cooperative Procurement Contract with South Coast Fire, for  
27 approximately \$1.53 million—a price that includes an anticompetitive overcharge  
28 of hundreds of thousands of dollars.

1           316. An analysis of the City’s Custom Aerial purchases tells the same story.  
2 From June to October 2011, the City awarded contracts for the sale of four Custom  
3 Aerials to Pierce for approximately \$951,500 per unit. By November 2023, the  
4 price had *more than doubled*, when the City awarded a contract to Pierce, under the  
5 City’s Cooperative Procurement Contract with South Coast Fire, for the sale of two  
6 Custom Aerials for \$2.17 million per unit. Again, this price includes at least several  
7 hundreds of thousands of dollars in anticompetitive overcharges.

8           317. The City has also overpaid for Type III Wildland Fire Apparatuses. In  
9 October 2015, the City awarded a contract to Pierce for the sale of three Type III  
10 Wildland Fire Apparatuses for approximately \$440,000 per unit. By October 2022,  
11 that price had jumped to approximately \$750,000 per unit, when the City awarded  
12 contracts for the sale of three Type III Wildland Fire Apparatuses to Pierce for that  
13 amount under the City’s Cooperative Procurement Contract with South Coast Fire.  
14 The City now pays more for a *non-custom*, commercial Type III Wildland  
15 Apparatus than it paid for a *Custom* Pumper ten years ago.

16           318. The City has also suffered damage from overpayment for Hazmat  
17 Units, which are a type of Special Service Fire Apparatus. In May 2014, the City  
18 awarded a contract to Pierce for the sale of a Pierce Hazmat Unit for approximately  
19 \$678,500. One and one-half years later, the price had jumped to approximately  
20 \$816,500, when the City ordered an additional unit from Pierce for that price. By  
21 June 2023, the price had nearly doubled: the City awarded a contract for the sale of  
22 a Hazmat Unit to Pierce for approximately \$1.47 million, under the City’s  
23 Cooperative Procurement Contract with South Coast Fire. By October 2025, the  
24 price had *more than doubled* from 2015 levels, when the City awarded a contract  
25 for the sale of a Hazmat Unit to Pierce for approximately \$1.85 million, under the  
26 City’s Cooperative Procurement Contract with South Coast Fire.

27           319. From 2023 to 2025, the City awarded contracts to Pierce, under the  
28 City’s Cooperative Procurement Contract with South Coast Fire, for *nearly 40* Fire

1 Apparatuses, for all of which the City paid inflated prices resulting directly from  
2 Defendants' anticompetitive conduct. The City paid for numerous of these  
3 overpriced apparatuses in the last four years alone.

4 320. In addition to imposing higher prices, Defendants' anticompetitive  
5 conduct has harmed the City by drastically increasing the time it must wait to  
6 actually receive the apparatuses it buys. For example, when the City ordered the  
7 three Pierce Type 3 Wildland Fire Apparatuses in October 2022 mentioned above,  
8 the estimated delivery window was *three and one-quarter years*, with an estimated  
9 delivery date of January 2026. In October 2022, the City ordered four Pierce  
10 Custom Aerials with an over *three and one-half year* delivery window, with an  
11 estimated delivery date of June 30, 2026. Current build estimates fare even worse,  
12 with estimated wait times reaching an incredible 48-52 months—over *four years*. A  
13 given Fire Apparatus's useful life is anywhere from 10-20 years. Because each year  
14 of delay represents tens if not hundreds of thousands of dollars in damage, the City  
15 has incurred substantial additional damages—on top of original apparatus purchase  
16 overcharges—in the form of delivery delays as a result of Defendants'  
17 anticompetitive conduct. These damages continue to the present day.

18 321. The City has also replaced parts in its Pierce apparatuses at inflated  
19 prices. For instance, 2.5-centimeter Class 1 gauges, which provide real-time  
20 pressure-level monitoring, cost approximately \$125. However, Pierce-branded 2.5-  
21 centimeter gauges manufactured by Class 1—which the City has purchased on  
22 several occasions—cost *over three times* this amount, or approximately \$397.

23 322. As another example, when 5-bolt flanges on the City's Pierce  
24 apparatuses started breaking, the City had no choice but to purchase replacement  
25 flanges from an authorized Pierce dealer for over \$600 per unit. The City noticed  
26 that the part had been manufactured for Pierce by a supplier in India. The City  
27 identified the Indian supplier and contacted them to inquire about purchasing the  
28 flanges directly from the supplier. The supplier informed the City that if it were

1 willing to purchase a partial pallet’s worth of flanges (1,500 units), the price per  
2 unit would be \$9.91. This suggests Pierce is sourcing these flanges from an Indian  
3 supplier for less than \$10 per unit and marking them up *over 60 times*, to over \$600  
4 per unit. A 1,500-unit purchase was not feasible for the City, so it was forced to  
5 source these replacement parts through the Pierce-authorized dealer for over \$600  
6 each.

7 323. Other examples of Pierce proprietary parts the City has purchased at  
8 inflated prices as a result of Pierce’s anticompetitive conduct include electric  
9 window regulators manufactured for Pierce by Muncy, seat belt products  
10 manufactured for Pierce by IMMI, doors manufactured for Pierce by Gortite, and  
11 diesel exhaust fluid headers, tanks, and hoses.

12 324. The City has also suffered from significant manufacturing defects in  
13 recently delivered Pierce apparatuses. Among the problems discovered by the City  
14 are holes in the frame rail where the tank mounts were bent, unsecured bolts, non-  
15 conforming chassis, unpainted frame rails, broken door alarms, water leaks,  
16 coolant leaks, tank leaks, a broken back-up camera, and improper electrical routing  
17 of air lines. The time it takes to address these unexpected repairs adds to the  
18 delivery delays that the City has incurred—which are already lengthy. One recent  
19 repair process has caused the delivery of 12 Pierce apparatuses to be delayed an  
20 entire year; and these apparatuses are still not delivered.

21 325. Not only has Defendants’ anticompetitive conduct directly injured the  
22 City of San Diego, but it has also harmed the People of the State of California at  
23 large. When the City of San Diego and other public entities in California pay  
24 hundreds of thousands to millions of dollars in overcharges; when they cannot get  
25 the parts they need for their apparatuses in a timely and cost-effective manner, their  
26 citizens pay the price, in the form of higher taxes and budget shifts that force state  
27 and local entities to reduce funding to other services.

28

1 326. Plaintiffs’ injuries will continue indefinitely into the future unless the  
2 Court enjoins Defendants’ unlawful conduct orders the unwinding of each of their  
3 unlawful combinations. There is no substitute for Custom Fire Apparatuses,  
4 Wildland Fire Apparatuses, or Fire Apparatuses at large, and there is no substitute  
5 for replacement parts for Pierce Fire Apparatuses. The fire departments of public  
6 entities like the City of San Diego must have these lifesaving vehicles and  
7 replacement parts to protect the People and the public safety, yet departments  
8 currently have no choice but to continue to make purchases in the relevant markets  
9 to source this critical equipment. Absent Court intervention, fire departments will  
10 continue to pay extractive prices—draining localities’ health and safety budgets—  
11 and suffer reduced choice, worsened terms, delivery delays, and other harms,  
12 which they must endure as they meet their obligations to protect the public safety  
13 far into the future. Because no remedy at law can adequately compensate Plaintiffs  
14 for this future harm, the Court must stop Defendants’ anticompetitive conduct and  
15 restore the relevant markets to their deconcentrated, pre-acquisition state.

16 **VIOLATIONS ALLEGED**

17 **CAUSE OF ACTION ONE**

18 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the REV Group*  
19 *Defendants and the AIP Defendants, by the City of San Diego*

20 327. Plaintiff the City of San Diego restates, realleges, and incorporates by  
21 reference each of the allegations in paragraphs 1 through 326 as though fully set  
22 forth herein.

23 328. Between 2008 and 2020, the AIP Defendants and REV Group, directly  
24 or indirectly, made four horizontal acquisitions in the Custom Chassis, Custom  
25 Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United  
26 States, substantially reducing choice and competition in the Custom Chassis,  
27 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets. The  
28 AIP Defendants controlled, directed, dictated, and encouraged REV Group’s

1 conduct with respect to, and directly and actively participated in, the acquisitions  
2 of E-ONE, KME, Ferrara, and Spartan’s emergency response unit.

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

12 330. The AIP Defendants and REV Group Defendants cannot show any  
13 cognizable efficiencies of sufficient character and magnitude or any other  
14 countervailing factors such that their acquisitions were not anticompetitive.

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

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

25 333. The City of San Diego will suffer actual and threatened irreparable  
26 injury and loss of its business and property, for which there is no adequate remedy  
27 at law, unless the Court enjoins the AIP Defendants and the REV Group  
28 Defendants from their unlawful conduct and continuing and threatened future

1 violations of the antitrust laws. The City of San Diego is thus entitled to injunctive  
2 relief against the AIP Defendants and the REV Group Defendants under 15 U.S.C.  
3 § 26.

4 334. The City of San Diego is also entitled to recover from the AIP  
5 Defendants and the REV Group Defendants costs of suit, including reasonable  
6 attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

7 **CAUSE OF ACTION TWO**

8 ***Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the Oshkosh Defendants,***  
9 ***by the City of San Diego***

10 335. Plaintiff the City of San Diego restates, realleges, and incorporates by  
11 reference each of the allegations in paragraphs 1 through 326 as though fully set  
12 forth herein.

13 336. In 2021, Pierce acquired stock or other share capital providing an  
14 ownership interest in Boise Mobile Equipment, Inc., through its acquisition of a  
15 25% ownership interest in BME Fire Trucks LLC, a subsidiary of Boise Mobile.  
16 Oshkosh controlled, directed, dictated, and encouraged Pierce's conduct with  
17 respect to, and directly and actively participated in, Pierce's acquisition of this  
18 ownership interest in the BME Defendants. Through their ownership interest,  
19 Oshkosh and Pierce can and do actively influence and direct the BME Defendants.

20 337. In 2022 Oshkosh Corporation acquired Maxi-Métal. Pierce controlled,  
21 directed, dictated, and encouraged Oshkosh's conduct with respect to, and directly  
22 and actively participated in, the Maxi-Métal acquisition.

23 338. Oshkosh and Pierce's acquisitions of Maxi-Métal and an ownership  
24 interest in the BME Defendants may substantially lessen competition or tend to  
25 create a monopoly—indeed, they have already substantially lessened competition  
26 and tended to create a monopoly—in the Fire Apparatus market in the United  
27 States, when considered as a series of acquisitions or individually. Oshkosh and  
28 Pierce's acquisition of Maxi-Métal, considered on its own, may substantially lessen

1 competition or tend to create a monopoly—indeed, it has already substantially  
2 lessened competition and tended to create a monopoly—in the Custom Pumpers  
3 and Custom Chassis markets in the United States. Oshkosh and Pierce’s  
4 acquisition of an ownership interest in the BME Defendants, on its own, may  
5 substantially lessen competition or tend to create a monopoly—indeed, it has  
6 already substantially lessened competition or tended to create a monopoly—in the  
7 Wildland Fire Apparatus market in the United States.

8 339. The Oshkosh Defendants cannot show any cognizable efficiencies of  
9 sufficient character and magnitude or any other countervailing factors such that  
10 these acquisitions were not anticompetitive.

11 340. Oshkosh and Pierce’s acquisition of Maxi-Métal and an ownership  
12 interest in the BME Defendants, when considered individually or as a series of  
13 acquisitions, violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

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

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

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

28

1 CAUSE OF ACTION THREE

2 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the BME Defendants, by*  
3 *the City of San Diego*

4 344. Plaintiff the City of San Diego restates, realleges, and incorporates by  
5 reference each of the allegations in paragraphs 1 through 326 as though fully set  
6 forth herein.

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

15 346. Pierce and Oshkosh’s acquisition of an ownership interest in the BME  
16 Defendants may substantially lessen competition or tend to create a monopoly—  
17 indeed, it has already substantially lessened competition and tended to create a  
18 monopoly—in the Wildland Fire Apparatus and Fire Apparatus markets in the  
19 United States.

20 347. The BME Defendants cannot show any cognizable efficiencies of  
21 sufficient character and magnitude or any other countervailing factors such that the  
22 acquisition was not anticompetitive.

23 348. Pierce and Oshkosh’s acquisition of an ownership interest in the BME  
24 Defendants violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

25 349. As a result of the BME Defendants’ violations of Clayton Act Section  
26 7, and the harm to competition caused by those violations, the City of San Diego  
27 has suffered substantial injuries to its business and property, and is entitled to  
28

1 recover from the BME Defendants damages, in an amount to be proven at trial and  
2 automatically trebled, as provided by 15 U.S.C. § 15.

3 350. The City of San Diego will suffer actual and threatened irreparable  
4 injury and loss of its business and property, for which there is no adequate remedy  
5 at law, unless the Court enjoins the BME Defendants from their unlawful conduct  
6 and continuing and threatened future violations of the antitrust laws. The City of  
7 San Diego is thus entitled to injunctive relief against the BME Defendants under  
8 15 U.S.C. § 26.

9 351. The City of San Diego is also entitled to recover from the BME  
10 Defendants costs of suit, including reasonable attorney fees, as provided by 15  
11 U.S.C. §§ 15 and 26.

12 **CAUSE OF ACTION FOUR**

13 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***  
14 ***Against the REV Group Defendants and AIP Defendants, by the City of San***  
15 ***Diego***

16 352. Plaintiff the City of San Diego restates, realleges, and incorporates by  
17 reference each of the allegations in paragraphs 1 through 326 as though fully set  
18 forth herein.

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

25 354. The AIP Defendants and REV Group’s acquisitions, considered  
26 cumulatively, constituted attempted monopolization of the Custom Chassis,  
27 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the  
28 United States, in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2. The AIP

1 Defendants and REV Group’s acquisition of Spartan’s emergency response unit on  
2 its own constituted attempted monopolization of the Custom Chassis market in the  
3 United States in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2.

4 355. The REV Group Defendants possess market power in the Custom  
5 Chassis, Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus  
6 markets in the United States, as demonstrated by, *inter alia*, their high market  
7 shares, barriers to entry, and ability to charge supra-competitive prices in the  
8 relevant markets.

9 356. The AIP Defendants and REV Group Defendants’ acquisitions set  
10 forth above were anticompetitive, and they implemented their anticompetitive  
11 acquisition scheme, and otherwise acted, with the specific intent for the REV  
12 Group Defendants to monopolize the Custom Chassis, Custom Pumper, Custom  
13 Aerial, Custom Quint, and Fire Apparatus markets in the United States.

14 357. There is a dangerous probability that the AIP Defendants and REV  
15 Group Defendants’ anticompetitive acquisition scheme has resulted or will result in  
16 the REV Group Defendants’ achievement of a monopoly in the Custom Chassis,  
17 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the  
18 United States. The AIP Defendants and REV Group Defendants’ anticompetitive  
19 acquisition scheme has reduced competition and has produced anticompetitive  
20 effects in these markets, including the City of San Diego’s antitrust injury and  
21 damages.

22 358. The AIP Defendants and REV Group Defendants’ anticompetitive  
23 acquisition scheme had no procompetitive benefit or justification. The  
24 anticompetitive effects of their acquisitions outweigh any purported procompetitive  
25 justifications.

26 359. As a result of the AIP Defendants and REV Group Defendants’  
27 anticompetitive acquisition scheme, and the harm to competition caused by that  
28 conduct, the City of San Diego has suffered substantial injuries to its business and

1 property, and is entitled to recover from the AIP Defendants and REV Group  
2 Defendants damages, in an amount to be proven at trial and automatically trebled,  
3 as provided by 15 U.S.C. § 15.

4 360. The City of San Diego will suffer actual and threatened irreparable  
5 injury and loss of its business and property, for which there is no adequate remedy  
6 at law, unless the Court enjoins the AIP Defendants and the REV Group  
7 Defendants from their unlawful conduct and continuing and threatened future  
8 violations of the antitrust laws. The City of San Diego is thus entitled to injunctive  
9 relief against the AIP Defendants and the REV Group Defendants under 15 U.S.C.  
10 § 26.

11 361. The City of San Diego is also entitled to recover from the AIP  
12 Defendants and REV Group Defendants costs of suit, including reasonable  
13 attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

14 **CAUSE OF ACTION FIVE**

15 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***  
16 ***Against the Oshkosh Defendants, by the City of San Diego***

17 362. Plaintiff the City of San Diego restates, realleges, and incorporates by  
18 reference each of the allegations in paragraphs 1 through 326 as though fully set  
19 forth herein.

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

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

3 364. In 2022 Oshkosh Corporation acquired Maxi-Métal. Pierce controlled,  
4 directed, dictated, and encouraged Oshkosh's conduct with respect to, and directly  
5 and actively participated in, the Maxi-Métal acquisition.

6 365. Oshkosh and Pierce's acquisitions of Maxi-Métal and an ownership  
7 interest in the BME Defendants and their combination with the BME Defendants  
8 constituted attempted monopolization of the Fire Apparatus market in the United  
9 States, when considered as a series of acquisitions or individually, in violation of  
10 Section 2 of the Sherman Act, 15 U.S.C. § 2. Oshkosh and Pierce's acquisition of  
11 Maxi-Métal, considered on its own, constituted attempted monopolization of the  
12 Custom Pumpers market in the United States, in violation of Section 2 of the  
13 Sherman Act, 15 U.S.C. § 2. Oshkosh and Pierce's acquisition of an ownership  
14 interest in the BME Defendants and their combination with the BME Defendants,  
15 on their own, constituted attempted monopolization of the Wildland Fire Apparatus  
16 market in the United States, in violation of Section 2 of the Sherman Act, 15  
17 U.S.C. § 2.

18 366. The Oshkosh Defendants possess market power in the Custom  
19 Pumper and Fire Apparatus markets in the United States, as demonstrated by, *inter*  
20 *alia*, their high market shares, barriers to entry, and ability to charge supra-  
21 competitive prices in those relevant markets. The BME Defendants possess market  
22 power in the Wildland Fire Apparatus market in the United States, as demonstrated  
23 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-  
24 competitive prices in that relevant market. The Oshkosh Defendants combined  
25 with the BME Defendants possess market power in the Wildland Fire Apparatus  
26 and Fire Apparatus markets in the United States, as demonstrated by, *inter alia*,  
27 their high combined market shares, barriers to entry, and ability to charge supra-  
28 competitive prices in those relevant markets.

1           367. The Oshkosh Defendants’ acquisitions and combinations set forth  
2 above were anticompetitive, and they implemented their anticompetitive  
3 acquisitions and combinations, and otherwise acted, with the specific intent to  
4 monopolize the Custom Pumper, Wildland Fire Apparatus, and Fire Apparatus  
5 markets in the United States.

6           368. There is a dangerous probability that the Oshkosh Defendants’  
7 anticompetitive acquisitions and combinations have resulted or will result in the  
8 achievement of a monopoly in the Custom Pumper, Wildland Fire Apparatus, and  
9 Fire Apparatus markets in the United States. The Oshkosh Defendants’  
10 anticompetitive acquisitions and combinations have reduced competition and have  
11 produced anticompetitive effects in these markets, including the City of San  
12 Diego’s antitrust injury and damages.

13           369. The Oshkosh Defendants’ anticompetitive acquisitions and  
14 combinations had no procompetitive benefit or justification. The anticompetitive  
15 effects of their acquisitions and combinations outweigh any purported  
16 procompetitive justifications.

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

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

28

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

4 **CAUSE OF ACTION SIX**

5 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***  
6 ***Against the BME Defendants, by the City of San Diego***

7 373. Plaintiff the City of San Diego restates, realleges, and incorporates by  
8 reference each of the allegations in paragraphs 1 through 326 as though fully set  
9 forth herein.

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

20 375. The BME Defendants' sale of an ownership interest in the BME  
21 Defendants to Pierce and Oshkosh and their concerted activity with Pierce and  
22 Oshkosh in the Wildland Fire Apparatus and Fire Apparatus markets constituted  
23 attempted monopolization of the Wildland Fire Apparatus and Fire Apparatus  
24 markets in the United States, in violation of Section 2 of the Sherman Act, 15  
25 U.S.C. § 2.

26 376. The BME Defendants possess market power in the Wildland Fire  
27 Apparatus market in the United States, as demonstrated by, *inter alia*, their high  
28 market share, barriers to entry, and ability to charge supra-competitive prices in

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

9 377. The BME Defendants' sale of an ownership interest to and  
10 combination with Pierce and Oshkosh set forth above were anticompetitive, and  
11 they engaged in this anticompetitive conduct, and otherwise acted, with the  
12 specific intent to monopolize the Wildland Fire Apparatus and Fire Apparatus  
13 markets in the United States.

14 378. There is a dangerous probability that the BME Defendants' sale of an  
15 ownership interest to and combination with Pierce and Oshkosh have resulted or  
16 will result in the achievement of a monopoly in the Wildland Fire Apparatus and  
17 Fire Apparatus markets in the United States. This conduct has reduced competition  
18 and has produced anticompetitive effects in the Wildland Fire Apparatus and Fire  
19 Apparatus markets, including the City of San Diego's antitrust injury and damages.

20 379. The BME Defendants' sale of an ownership interest to and  
21 combination with Pierce and Oshkosh had no procompetitive benefit or  
22 justification. The anticompetitive effects of this conduct outweigh any purported  
23 procompetitive justifications.

24 380. As a result of the BME Defendants' sale of an ownership interest to  
25 and combination with Pierce and Oshkosh, and the harm to competition caused by  
26 that conduct, the City of San Diego has suffered substantial injuries to its business  
27 and property, and is entitled to recover from the BME Defendants damages, in an  
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1 amount to be proven at trial and automatically trebled, as provided by 15 U.S.C.  
2 § 15.

3 381. The City of San Diego will suffer actual and threatened irreparable  
4 injury and loss of its business and property, for which there is no adequate remedy  
5 at law, unless the Court enjoins the BME Defendants from their unlawful conduct  
6 and continuing and threatened future violations of the antitrust laws. The City of  
7 San Diego is thus entitled to injunctive relief against the BME Defendants under  
8 15 U.S.C. § 26.

9 382. The City of San Diego is also entitled to recover from the BME  
10 Defendants costs of suit, including reasonable attorney fees, as provided by 15  
11 U.S.C. §§ 15 and 26.

12 **CAUSE OF ACTION SEVEN**

13 ***Violations of Sherman Act § 1, 15 U.S.C. § 1 – Combination in Restraint of***  
14 ***Trade – Against Pierce and Oshkosh and the BME Defendants, by the City of***  
15 ***San Diego***

16 383. Plaintiff the City of San Diego restates, realleges, and incorporates by  
17 reference each of the allegations in paragraphs 1 through 326 as though fully set  
18 forth herein.

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

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

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

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

23 387. In the alternative, Pierce, Oshkosh, and the BME Defendants'  
24 combination is an unreasonable restraint of trade. The Oshkosh Defendants have  
25 market power in the Fire Apparatus market in the United States, as demonstrated  
26 by, *inter alia*, their high market share, barriers to entry, and ability to charge supra-  
27 competitive prices in that relevant market. The BME Defendants have market  
28 power in the Wildland Fire Apparatus market in the United States, as demonstrated

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

11 388. As a result of Pierce, Oshkosh, and the BME Defendants’  
12 combination, and the harm to competition caused by that conduct, the City of San  
13 Diego has suffered substantial injuries to its business and property, and is entitled  
14 to recover from Pierce, Oshkosh, and the BME Defendants damages, in an amount  
15 to be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

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

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

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1 **CAUSE OF ACTION EIGHT**

2 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Conspiracy to Monopolize –***  
3 ***Against Pierce, Oshkosh, and the BME Defendants, by the City of San Diego***

4 391. Plaintiff the City of San Diego restates, realleges, and incorporates by  
5 reference each of the allegations in paragraphs 1 through 326 as though fully set  
6 forth herein.

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

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

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

1 395. The conspiracy reduced competition and has produced  
2 anticompetitive effects in the Wildland Fire Apparatus and Fire Apparatus markets  
3 in the United States, including the City of San Diego’s antitrust injury and  
4 damages.

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

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

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

19 **CAUSE OF ACTION NINE**

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

23 399. Plaintiff the City of San Diego restates, realleges, and incorporates by  
24 reference each of the allegations in paragraphs 1 through 326 as though fully set  
25 forth herein.

26 400. In 2021, Pierce acquired an ownership interest in Boise Mobile  
27 Equipment, Inc., through its acquisition of a 25% stock or other share capital  
28 providing ownership interest in BME Fire Trucks LLC, a subsidiary of Boise

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

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

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

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

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

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

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

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

24 406. Pierce, Oshkosh, and the BME Defendants' combination, and the  
25 harm to competition caused by that conduct, were a substantial factor in the City of  
26 San Diego's suffering of substantial injuries to its business and property. The City  
27 of San Diego is entitled to recover from Pierce, Oshkosh, and the BME Defendants  
28 damages, in an amount to be proven at trial and automatically trebled, as provided

1 by Cal. Bus. & Prof. Code § 16750, as well as the interest on the total damages  
2 pursuant to Cal. Bus. & Prof. Code § 16761.

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

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

13 **CAUSE OF ACTION TEN**

14 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Conspiracy to Monopolize***  
15 ***(Replacement Parts) – Against the Oshkosh Defendants, by the City of San***  
16 ***Diego***

17 409. Plaintiff the City of San Diego restates, realleges, and incorporates by  
18 reference each of the allegations in paragraphs 1 through 326 as though fully set  
19 forth herein.

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

1 mutual understandings with Pierce- and Maxi-Métal-authorized replacement parts  
2 dealers/suppliers to obtain or maintain the Oshkosh Defendants' monopoly power  
3 in markets for replacement parts for Maxi-Métal Fire Apparatuses.

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

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

23 413. The conspiracy reduced competition and has harmed competition in  
24 relevant markets for replacement parts for Pierce Fire Apparatuses in the United  
25 States, and has produced significant anticompetitive effects, leading to City of San  
26 Diego's antitrust injury and damages.

27 414. As a result of the conspiracy, and the harm to competition caused by  
28 the conspiracy, the City of San Diego has suffered substantial injuries to its

1 business and property, and is entitled to recover from Oshkosh and Pierce damages,  
2 in an amount to be proven at trial and automatically trebled, as provided by 15  
3 U.S.C. § 15.

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

10 416. The City of San Diego is also entitled to recover from the Oshkosh  
11 Defendants costs of suit, including reasonable attorney fees, as provided by 15  
12 U.S.C. §§ 15 and 26.

13 **CAUSE OF ACTION ELEVEN**

14 ***Violations of Clayton Act § 3, 15 U.S.C. § 14 – Exclusive Dealing (Replacement***  
15 ***Parts) – Against the Oshkosh Defendants, by the City of San Diego***

16 417. Plaintiff the City of San Diego restates, realleges, and incorporates by  
17 reference each of the allegations in paragraphs 1 through 326 as though fully set  
18 forth herein.

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

1 understandings with Pierce- and Maxi-Métal-authorized replacement parts  
2 dealers/suppliers to obtain or maintain the Oshkosh Defendants' dominance in  
3 markets for replacement parts for Maxi-Métal Fire Apparatuses.

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

18 420. As a result of Pierce's agreements and understandings in violation of  
19 Clayton Act Section 3, 15 U.S.C. § 14, and the harm to competition caused  
20 thereby, the City of San Diego has suffered substantial injuries to its business and  
21 property, and is entitled to recover from Oshkosh and Pierce damages, in an  
22 amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. §  
23 15.

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

3 422. The City of San Diego is also entitled to recover from the Oshkosh  
4 Defendants costs of suit, including reasonable attorney fees, as provided by 15  
5 U.S.C. §§ 15 and 26.

6 **CAUSE OF ACTION TWELVE**

7 ***Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16727 – Exclusive***  
8 ***Dealing (Replacement Parts) – Against the Oshkosh Defendants, by the City of***  
9 ***San Diego***

10 423. Plaintiff the City of San Diego restates, realleges, and incorporates by  
11 reference each of the allegations in paragraphs 1 through 326 as though fully set  
12 forth herein.

13 424. Pierce has sold and contracted to sell, and fixed the price charged for,  
14 replacement parts for use in Pierce Fire Apparatuses in the United States, including  
15 California, on the condition, agreement, and understanding from Pierce-authorized  
16 replacement parts dealers/suppliers that they will not use or deal in replacement  
17 parts for Pierce Fire Apparatuses of competitors of Pierce, thereby violating the  
18 California Cartwright Act, Cal. Bus. & Prof. Code § 16727. Oshkosh has  
19 controlled, directed, dictated, and encouraged these conditions, agreements, and  
20 understandings between Pierce and Pierce-authorized replacement parts  
21 dealers/suppliers, and directly and actively participated in those agreements and  
22 understandings. There is a reasonable probability that the Oshkosh Defendants,  
23 including Maxi-Métal, have entered or will enter into conditions, agreements, or  
24 mutual 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.

27 425. Pierce has a dominant position in relevant markets for replacement  
28 parts for Pierce Fire Apparatuses in the United States. With respect to the relevant

1 U.S. market for each replacement part for Pierce Fire Apparatuses that Pierce sells  
2 and contracts to sell on the condition, agreement, or understanding that the  
3 replacement parts dealer/supplier will not use or deal in a competing replacement  
4 part, a substantial volume of commerce has been affected, competitors of Pierce  
5 have been substantially foreclosed, and competition has been harmed. Pierce's  
6 conditions, agreements, and understandings have no procompetitive benefit or  
7 justification. The anticompetitive effects of the conditions, agreements, and  
8 understandings outweigh any purported procompetitive justifications.

9 426. Pierce's conditions, agreements, and understandings in violation of the  
10 California Cartwright Act, Cal. Bus. & Prof. Code § 16727, and the harm to  
11 competition caused by that conduct, were a substantial factor in the City of San  
12 Diego's suffering of substantial injuries to its business and property. The City of  
13 San Diego is entitled to recover from Oshkosh and Pierce damages, in an amount  
14 to be proven at trial and automatically trebled, as provided by Cal. Bus. & Prof.  
15 Code § 16750, as well as the interest on the total damages pursuant to Cal. Bus. &  
16 Prof. Code § 16761.

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

23 428. The City of San Diego is also entitled to recover from the Oshkosh  
24 Defendants costs of suit, including reasonable attorney fees, as provided by Cal.  
25 Bus. & Prof. Code § 16750.

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1 CAUSE OF ACTION THIRTEEN

2 *Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16720, et seq. – Exclusive*  
3 *Dealing (Replacement Parts) – Against the Oshkosh Defendants, by the City of*  
4 *San Diego*

5 429. Plaintiff the City of San Diego restates, realleges, and incorporates by  
6 reference each of the allegations in paragraphs 1 through 326 as though fully set  
7 forth herein.

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

21 431. In so doing, Pierce has entered into unlawful trusts with its Pierce-  
22 authorized replacement parts dealers/suppliers, in violation of the California  
23 Cartwright Act, Cal. Bus. & Prof. Code § 16720, *et seq.* Pierce and these  
24 dealers/suppliers have combined their capital, skill, and acts for the purpose of  
25 creating or carrying out restrictions in U.S. markets for replacement parts for  
26 Pierce Fire Apparatuses; limiting or reducing the production of and increasing the  
27 prices of replacement parts for Pierce Fire Apparatuses in the United States;  
28 preventing competition in manufacturing, making, and selling replacement parts

1 for Pierce Fire Apparatuses in the United States; fixing at a standard or figure,  
2 whereby their prices to the public and consumers are controlled or established,  
3 replacement parts for Pierce Fire Apparatuses in the United States; and making,  
4 entering into, and executing and carrying out a contract, obligation, and agreement  
5 by which they agreed to pool, combine, and directly and indirectly unite their  
6 respective interests connected with the sale of replacement parts for Pierce Fire  
7 Apparatuses in the United States that their prices might in any manner be affected.

8 432. Pierce's agreements and understandings with its authorized  
9 replacement parts dealers/suppliers are unreasonable restraints of trade. Pierce has  
10 a dominant position in relevant markets for replacement parts for Pierce Fire  
11 Apparatuses in the United States. With respect to the relevant U.S. market for each  
12 replacement part for Pierce Fire Apparatuses that Pierce sells and contracts to sell  
13 on the agreement or understanding that the replacement parts dealer/supplier will  
14 not use or deal in a competing replacement part, a substantial volume of commerce  
15 has been affected, competitors of Pierce have been substantially foreclosed, and  
16 competition has been harmed. Pierce's agreements and understandings have no  
17 procompetitive benefit or justification. The anticompetitive effects of the  
18 agreements and understandings outweigh any purported procompetitive  
19 justifications.

20 433. Pierce's agreements and understandings with its authorized  
21 replacement parts dealers/suppliers were a substantial factor in the City of San  
22 Diego's suffering of substantial injuries to its business and property. The City of  
23 San Diego is entitled to recover from Oshkosh and Pierce damages, in an amount  
24 to be proven at trial and automatically trebled, as provided by Cal. Bus. & Prof.  
25 Code § 16750, as well as the interest on the total damages pursuant to Cal. Bus. &  
26 Prof. Code § 16761.

27 434. The City of San Diego will suffer actual and threatened irreparable  
28 injury and loss of its business and property, for which there is no adequate remedy

1 at law, unless the Court enjoins the Oshkosh Defendants from their unlawful  
2 conduct and continuing and threatened future violations of the antitrust laws. The  
3 City of San Diego is thus entitled to injunctive relief against the Oshkosh  
4 Defendants under Cal. Bus. & Prof. Code §§ 16750 and 16754.5.

5 435. The City of San Diego is also entitled to recover from the Oshkosh  
6 Defendants costs of suit, including reasonable attorney fees, as provided by Cal.  
7 Bus. & Prof. Code § 16750.

8 **CAUSE OF ACTION FOURTEEN**

9 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***  
10 ***§ 17200, Against the AIP Defendants and the REV Group Defendants, by the***  
11 ***City of San Diego and the People of the State of California***

12 436. Plaintiffs restate, reallege, and incorporate by reference each of the  
13 allegations in paragraphs 1 through 326 as though fully set forth herein.

14 437. Unlawful prong: The AIP Defendants and REV Group Defendants  
15 have engaged, and continue to engage, in the acts or practices described herein,  
16 which taken individually or collectively are unlawful and constitute unfair  
17 competition within the meaning of Section 17200 of the California Business and  
18 Professions Code. The AIP Defendants and REV Group Defendants have violated  
19 Clayton Act Section 7, 15 U.S.C. § 18, and Sherman Act Sections 1 and 2, 15  
20 U.S.C. §§ 1 & 2.

21 438. Unfair prong: The AIP Defendants and REV Group Defendants have  
22 engaged, and continue to engage, in the acts or practices described herein, which  
23 individually or collectively are unfair, irrespective of the violation of any other law,  
24 and which individually or collectively constitute unfair competition within the  
25 meaning of Section 17200 of the California Business and Professions Code.

26 439. Under California Business and Professions Code Section 17200, *et*  
27 *seq.*, the City of San Diego and the People of the State of California seek injunctive  
28 and other equitable relief to require the AIP Defendants and REV Group

1 Defendants to cease their anticompetitive conduct and to restore fair competition,  
2 to deny the AIP Defendants and REV Group Defendants the fruits of their illegal  
3 conduct, to restore to the City of San Diego money or property acquired by  
4 Defendants' unlawful, anticompetitive, and unfair business practices, and to  
5 impose such other relief as may be just and appropriate for the AIP Defendants and  
6 REV Group Defendants' violations of the California Unfair Competition Law.

7 440. The People of the State of California also seek a civil penalty of two  
8 thousand five hundred dollars (\$2,500) against the AIP Defendants and REV  
9 Group Defendants for each violation of Business and Professions Code Section  
10 17200.

11 **CAUSE OF ACTION FIFTEEN**

12 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***  
13 ***§ 17200, Against the Oshkosh Defendants, by the City of San Diego and the***  
14 ***People of the State of California***

15 441. Plaintiffs restate, reallege, and incorporate by reference each of the  
16 allegations in paragraphs 1 through 326 as though fully set forth herein.

17 442. Unlawful prong: The Oshkosh Defendants have engaged, and  
18 continue to engage, in the acts or practices described herein, which taken  
19 individually or collectively are unlawful and constitute unfair competition within  
20 the meaning of Section 17200 of the California Business and Professions Code.  
21 The Oshkosh Defendants have violated Clayton Act Sections 3 and 7, 15 U.S.C.  
22 §§ 14 & 18, Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2, and the California  
23 Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*

24 443. Unfair prong: The Oshkosh Defendants have engaged, and continue to  
25 engage, in the acts or practices described herein, which individually and  
26 collectively are unfair, irrespective of the violation of any other law, and which  
27 individually or collectively constitute unfair competition within the meaning of  
28 Section 17200 of the California Business and Professions Code.

1 444. Under California Business and Professions Code Section 17200, *et*  
2 *seq.*, the City of San Diego and the People of the State of California seek injunctive  
3 and other equitable relief to require the Oshkosh Defendants to cease their  
4 anticompetitive conduct and to restore fair competition, to deny the Oshkosh  
5 Defendants the fruits of their illegal conduct, to restore to the City of San Diego  
6 money or property acquired by Defendants' unlawful, anticompetitive, and unfair  
7 business practices, and to impose such other relief as may be just and appropriate  
8 for the Oshkosh Defendants' violations of the California Unfair Competition Law.

9 445. The People of the State of California also seek a civil penalty of two  
10 thousand five hundred dollars (\$2,500) against the Oshkosh Defendants for each  
11 violation of Business and Professions Code section 17200.

12 **CAUSE OF ACTION SIXTEEN**

13 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***  
14 ***§ 17200, Against the BME Defendants, by the City of San Diego and the People***  
15 ***of the State of California***

16 446. Plaintiffs restate, reallege, and incorporate by reference each of the  
17 allegations in paragraphs 1 through 326 as though fully set forth herein.

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

25 448. Unfair prong: The BME Defendants have engaged, and continue to  
26 engage, in the acts or practices described herein, which individually and  
27 collectively are unfair, irrespective of the violation of any other law, and which  
28

1 individually or collectively constitute unfair competition within the meaning of  
2 Section 17200 of the California Business and Professions Code.

3 449. Under California Business and Professions Code Section 17200, *et*  
4 *seq.*, the City of San Diego and the People of the State of California seek injunctive  
5 and other equitable relief to require the BME Defendants to cease their  
6 anticompetitive conduct and to restore fair competition, to deny the BME  
7 Defendants the fruits of their illegal conduct, to restore to the City of San Diego  
8 money or property acquired by Defendants' unlawful, anticompetitive, and unfair  
9 business practices, and to impose such other relief as may be just and appropriate  
10 for the BME Defendants' violations of the California Unfair Competition Law.

11 450. The People of the State of California also seek a civil penalty of two  
12 thousand five hundred dollars (\$2,500) against the BME Defendants for each  
13 violation of Business and Professions Code section 17200.

14 **REQUEST FOR RELIEF**

15 451. Wherefore, Plaintiffs respectfully request that the Court enter  
16 judgment in their favor and against Defendants, and:

- 17 a. Declare that Defendants have variously engaged in unlawful,  
18 anticompetitive, and unfair business acts and practices in violation of  
19 Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18; Sherman Act  
20 Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California Carwright Act,  
21 Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and the California  
22 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*;
- 23 b. Enjoin Defendants from performing or proposing to perform any acts  
24 in violation of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18;  
25 Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California  
26 Carwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and  
27 the California Unfair Competition Law, Cal. Bus. & Prof. Code  
28

1 § 17200, *et seq.*, pursuant to 15 U.S.C. § 26, and Cal. Bus. & Prof.  
2 Code §§ 16750, 16754.5, and 17203;

3 c. Order such divestitures as are necessary or proper to restore distinct,  
4 separate, independent, and viable businesses; to restore competition;  
5 and to prevent and mitigate further harm to competition in the relevant  
6 markets;

7 d. Order Defendants to pay the City of San Diego restitution of any  
8 money acquired from the City of San Diego by Defendants' unlawful,  
9 anticompetitive, and unfair business practices, pursuant to Cal. Bus. &  
10 Prof. Code § 17203;

11 e. Order Defendants to pay civil penalties for each act of unfair and  
12 unlawful competition, pursuant to Cal. Bus. & Prof. Code § 17206;

13 f. Order Defendants to pay money damages—automatically trebled—to  
14 the City of San Diego for injuries to its business or property by reason  
15 of Defendants' violations of Clayton Act Sections 3 and 7, 15 U.S.C.  
16 §§ 14 & 18 and Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2,  
17 pursuant to 15 U.S.C. § 15; and pursuant to Cal. Bus. & Prof. Code  
18 § 16750, money damages—automatically trebled—to the City of San  
19 Diego for injuries to its business or property by reason of Defendants'  
20 violations of the California Cartwright Act, Cal. Bus. & Prof. Code  
21 §§ 16720, 16727, *et seq.*;

22 g. Order Defendants to pay the City of San Diego pre- and post-  
23 judgment interest, pursuant to 15 U.S.C. § 15 and Cal. Bus. & Prof.  
24 Code § 16761;

25 h. Order Defendants to pay the cost of suit, including attorney fees,  
26 pursuant to 15 U.S.C. §§ 15 and 26, Cal. Bus. & Prof. Code § 16750,  
27 Cal. Code of Civ. Proc. § 1021.5, and the Court's inherent authority.

28 i. Provide such further and additional relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

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

Dated April 15, 2026

Respectfully Submitted,

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