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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

The CITY OF FULLERTON,
individually and on behalf of all others
similarly situated,

 Plaintiff,

 v.

Oshkosh Corp., REV Group, Inc., Boise
Mobile Equipment, Inc., et al.,

 Defendants.

CASE NO. _____

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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INTRODUCTION

They found him with his fingers curled around a garden hose.

Victor Shaw’s poor health rendered him unable to evacuate, and his sister did not have the strength to carry him, so that hose was his last hope against the January 2025 Eaton Fire that, along with the Palisades Fire, killed at least 18 people and left much of Los Angeles County in ashes. His neighborhood did not lack for water or the pressure to pump it. Nor did his city lack for firefighters. What they lacked was firefighting vehicles, which the industry calls “fire apparatus.”

More than 100 of the Los Angeles Fire Department’s 183 fire trucks were out of service during the Eaton and Palisades fires—many because they had been forced to remain in service too long by a city that could not come to grips with the astronomic price of replacing them. So firefighters were either left to battle infernos without the equipment they needed, or remained stuck on the sidelines. And Victor Shaw was left with a garden hose.

More and more cities are being forced to confront these types of problems. In Pawtucket, Rhode Island, a veteran fire lieutenant lost his foot while attempting to save a woman from a burning building after he and his team were forced to maneuver their only operational aerial truck in a way that, according to Pawtucket Asst. Chief Jay McLaughlin, would have been unnecessary but for lack of another operational ladder truck. *Firefighter’s Amputation Blamed on Out-of-Service Ladder Truck, Other Issues*, WPRI (June 7, 2019).¹ And in Atlanta, fire apparatus shortages grew so severe that it was “down to two or three fully operational ladder trucks in the whole city,” and was thus forced to close three fire stations. AP News, *Atlanta Firefighter*

¹ Available at: <https://www.wpri.com/target-12/firefighters-amputation-blamed-on-out-of-service-ladder-truck-other-issues>.

1 *and Truck Shortages Prompt the City to Temporarily Close 3 Fire Stations* (Oct. 24,
2 2023).² Reports note that the city was poised to consider an eight-figure proposal to
3 buy more fire apparatus, but, according to Fire Rescue Chief Roderick Smith, ““we
4 have to figure out the funding,”” delivery may take as long as three years, and in the
5 meantime, the city would “continue to close different stations to offset the equipment
6 shortage.” *Id.* Fires are often thought of as natural disasters, but these were failures
7 born of equipment shortages and pricing that placed critical lifesaving vehicles out of
8 reach.

9 **There is a primary cause for fire apparatus’ soaring prices: coordinated**
10 **and deliberate restriction of supply.** The two largest fire apparatus manufacturers—
11 Oshkosh Corporation and REV Group, Inc.—have steadily neutralized their
12 competition by absorbing them in a series of private equity roll-ups and strategic
13 acquisitions. They now control approximately 76% of the U.S. fire apparatus market,
14 and Oshkosh controls more than 50% of the market on its own—a monopoly share.
15 Oshkosh and REV Group have so effectively consolidated the fire apparatus market
16 that the index score used to calculate market concentration is nearly *double* the
17 threshold at which the U.S. Department of Justice and Federal Trade Commission dub
18 a market “highly concentrated” for antitrust purposes.³ That consolidation
19 depopulated the marketplace and allowed fire apparatus manufacturers
20 (“Manufacturer Defendants”) to choke supply without fear of market discipline.

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24 ² Available at: <https://apnews.com/article/atlanta-fire-trucks-station-closures-a462d802d778dde5ec590d9611c05f5b>.

25 ³ *Cf.* Mike Baker, Maureen Farrell, & Serge F. Kovaleski, *As Wall Street Chases*
26 *Profits, Fire Departments Pay the Price*, N.Y. Times (Feb. 17, 2025) (General
27 President of the International Association of Fire Fighters, Edward Kelly, explaining,
28 “what ends up being a main driver of higher cost and lag time in production: the
monopolizing of fire truck and ambulance manufacturing in the United States.”)

1 When demand surges and prices increase—as has been the case in the fire
2 apparatus market over the relevant period—economic logic dictates that
3 manufacturers will increase production to grasp the opportunity. But Manufacturer
4 Defendants did the opposite. They shuttered factories, eschewed investing in
5 production capacity, and allowed their backlogs to grow so large that deliveries now
6 commonly take half a decade. They did so deliberately, so that fire departments would
7 clamor and overpay to get in line for the life-saving equipment they and their
8 communities desperately needed.

9 **Manufacturer Defendants and fire apparatus dealers (“Dealer**
10 **Defendants”)** also entered into hub-and-spoke conspiracies—formalized
11 **through a series of exclusive dealing agreements—that suppress competition by**
12 **allocating the United States fire apparatus market into a cartel of exclusive**
13 **fiefdoms.** Dealer Defendants should compete with one another, but their conspiracy
14 provides them with exclusive territory within which they are the only dealer that can
15 sell a given fire apparatus brand—and that is the only brand they are allowed to sell.
16 Outside of the territory, they cannot sell fire apparatus at all. Additionally,
17 **Manufacturer Defendants require “their” dealers to use shared software called**
18 **“configurators,” which horizontally coordinates Dealer Defendants to prevent**
19 **them from offering prices below a centrally-dictated minimum.** So although
20 Dealer Defendants are allowed to set prices as high as they like, they are not allowed
21 to set them as low as they like. This has helped Manufacturer Defendants and Dealer
22 Defendants (collectively, “Defendants”) increase prices at a clip that wildly outpaces
23 inflation in the relevant sector.

24 This arrangement has dramatically diminished competition. If a purchaser in
25 Southern California wants to buy a Ford automobile, they have myriad dealerships to
26 choose from in their area alone. But if they want to buy a Pierce fire apparatus, they
27 have one, and no other Pierce dealers are allowed to sell to them. Dealers are
28 extremely important to fire apparatus purchasers, and they vary in quality. They offer

1 different delivery timelines, servicing quality, *and prices*. The foreclosure of
2 competition between dealers, therefore, has been a disaster for purchasers (and the
3 communities they protect). Without meaningful competition, public entities have
4 been forced to buy fire apparatus at higher prices, from dealers farther away from
5 them, with longer delays, and worse servicing.

6 All of this anticompetitive conduct enabled Defendants and their co-
7 conspirators to jack up prices with impunity. Accordingly, fire apparatus prices have
8 skyrocketed. And, to be clear, this is not the norm across similar industries. As just
9 one example, consider the Pierce 1500 GPM pumper truck—a fire apparatus made by
10 an Oshkosh Corporation subsidiary. Pumper trucks are among the more modestly
11 priced fire apparatus. In 2015, you could buy one for about \$480,000, on average. If
12 its price had increased in accordance with the Producer Price Index (“PPI”) for Heavy
13 Duty Truck Manufacturing: Buses, Including Military and Firefighting Vehicles
14 (Chassis of Own Manufacture), then you would be able to buy one today for
15 approximately \$555,000, on average. But that is not the price today. Today, the
16 average price is approximately \$885,000.

17 The consequences of these artificial price increases are not theoretical, they are
18 lethal. These companies have abused their market and monopoly power to extract
19 supracompetitive prices for essential emergency equipment. They have used their
20 dominance not to improve public safety but to maximize returns. And while their
21 profits soared, firefighters were held up and hurt, communities were incinerated, and
22 people like Victor Shaw were left to die with nothing but a garden hose in hand. This
23 lawsuit seeks to hold them accountable.

24
25 Plaintiff City of Fullerton, individually and as representative of a class of
26 similarly situated entities, brings this action against certain named fire apparatus
27 manufacturers and dealers. Plaintiff’s action arises under Sections 1 and 2 of the
28 Sherman Antitrust Act, Sections 3, 4, 7, and 16 of the Clayton Act, and various state

1 statutes. Plaintiff seeks a declaration that the Defendants’ conduct is unlawful,
2 injunctive relief, treble damages, and other appropriate relief. The allegations stated
3 herein are based on information and belief, including through investigation conducted
4 by and through Plaintiff’s counsel, except as to those allegations pertaining to Plaintiff
5 itself.

6 **I. JURISDICTION AND VENUE**

7 1. Within the Class Period—and still to this day—Defendants promoted,
8 sold, and distributed fire apparatus across state lines and in other ways that impacted
9 interstate commerce.⁴ This activity was tinged by anticompetitive conduct that
10 targeted and harmed fire apparatus purchasers throughout the United States, including
11 in this district. Defendants’ anticompetitive activities were carried out within the flow
12 of interstate commerce of the United States and were intended to, and did have, direct,
13 substantial, and reasonably foreseeable effects on the interstate commerce of the
14 United States—including by forcing fire apparatus purchasers throughout the United
15 States and within this district to pay supracompetitive prices.

16 2. This case responds to Defendants’ anticompetitive activity, arising under
17 Sections 1 and 2 of the Sherman Antitrust Act, (15 U.S.C. §§ 1–2); Sections 3, 4, 7,
18 and 16 of the Clayton Act (15 U.S.C. §§ 14–15, 18, 26); and various state laws
19 springing from the same common nucleus of operative facts. This is a class action
20 involving common questions of law or fact, more than 100 class members—at least
21 one of which is a citizen of a state different from that of one of the Defendants—and
22 an aggregate amount in controversy exceeding \$5,000,000 exclusive of interest and
23 costs. Accordingly, this Court has jurisdiction over this action pursuant to 28 U.S.C.
24 §§ 1331 (federal question jurisdiction), 1332(d) (CAFA jurisdiction), 1337(a)
25 (commerce and antitrust jurisdiction), and 1367 (supplemental jurisdiction).

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28 ⁴ The “Class” and “Class Period” are defined, below, at Paragraph 209.

1 3. A substantial part of the events or omissions giving rise to Plaintiff’s
2 claims occurred in this judicial district. Additionally, Defendants reside, are found,
3 have an agent, or transact business here. Venue in this district is therefore proper
4 under 28 U.S.C. § 1391 (venue generally), and 15 U.S.C. §§ 15 and 22 (venue under
5 the Clayton and Sherman Antitrust Acts, respectively).

6 **II. PARTIES**

7 **a. Plaintiff**

8 4. Plaintiff City of Fullerton is a public entity located in Fullerton, California
9 with a population of approximately 140,000 citizens. Within the effective limitations
10 period, Plaintiff purchased fire apparatus from, through, dealt by, and/or
11 manufactured by, Defendants; and/or experienced undue delays in their delivery. As
12 just one example, in May of 2023, City of Fullerton ordered through South Coast Fire
13 Equipment a quint fire apparatus manufactured by Oshkosh’s Pierce of approximately
14 \$2.2 million. It has yet to be delivered.

15 **b. Defendants**

16 5. There are two groups of defendants in this action. The first are fire
17 apparatus manufacturers (the “Manufacturer Defendants”) and the second are fire
18 apparatus dealers (the “Dealer Defendants”).

19 **i. Manufacturer Defendants**

20 **1. Oshkosh Group Defendants**

21 6. Defendant Oshkosh Corporation is a publicly held corporation organized
22 under the laws of Wisconsin, with its headquarters in Oshkosh, Wisconsin. Oshkosh
23 Corporation is the parent company of fire apparatus manufacturers Pierce
24 Manufacturing Inc. (“Pierce”) and Maxi-Metal, Inc. (“Maxi-Metal”).

25 7. Pierce is organized under the laws of Wisconsin, with its headquarters in
26 Appleton, Wisconsin.

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1 15. KME is organized under the laws of Pennsylvania, with its headquarters
2 in Nesquehoning, Pennsylvania.

3 16. Spartan ER is organized under the laws of Michigan, with its
4 headquarters in Charlotte, Michigan.

5 17. Spartan Fire Apparatus and Chassis is organized under the laws of
6 Michigan, with its headquarters in Charlotte, Michigan.

7 18. Smeal is organized under the laws of Nebraska, with its headquarters in
8 Snyder, Nebraska.

9 19. LT is organized under the laws of Pennsylvania, with its headquarters in
10 Ephrata, Pennsylvania.

11 20. REV Group, Inc., Ferrara, E-ONE, KME, Spartan ER, Spartan Fire
12 Apparatus and Chassis, Smeal, LT, and any other REV Group, Inc. subsidiaries are
13 referred to collectively as “REV Group.”

14 **ii. Dealer Defendants**

15 **1. Oshkosh Dealers**

16 21. The following entities are parties to exclusive dealing agreements with
17 Oshkosh Group and are referred to collectively as “Oshkosh Group Dealers.”

18 22. Defendant Siddons-Martin Emergency Group, LLC is organized under
19 the laws of Texas with its headquarters in Houston, Texas.

20 23. Defendant Pierce Atlantic Emergency Solutions, Inc. is organized under
21 the laws of Virginia with its headquarters in Manassas, Virginia.

22 24. Defendant Hughes Fire Equipment, Inc. is organized under the laws of
23 Washington with its headquarters in Springfield, Oregon.

24 25. Defendant Golden State Fire Apparatus, Inc. is organized under the laws
25 of California with its headquarters in Sacramento, California.

26 26. Defendant MacQueen Equipment, LLC is organized under the laws of
27 Minnesota with its headquarters in St. Paul, Minnesota.

28

1 27. Defendant South Coast Fire Equipment, Inc. is organized under the laws
2 of California with its headquarters in Corona, California.

3 28. Defendant Ten-8 Fire & Safety, LLC is organized under the laws of
4 Florida with its headquarters in Bradenton, Florida.

5 29. Defendant Conrad Fire Equipment, Inc. is organized under the laws of
6 Kansas with its headquarters in Olathe, Kansas.

7 30. Defendant Firematic Supply Company, Inc. is organized under the laws
8 of New York with its headquarters in East Yaphank, New York.

9 31. Defendant Front Range Fire Apparatus, Ltd. is organized under the laws
10 of Colorado with its headquarters in Frederick, Colorado.

11 32. Defendant Reliant Fire Apparatus, Inc. is organized under the laws of
12 Wisconsin with its headquarters in Slinger, Wisconsin.

13 33. Defendant Spartan Fire & Emergency Apparatus, Inc. is organized under
14 the laws of South Carolina with its headquarters in Wellford, South Carolina.

15 34. Defendant Emergency Equipment Professionals, Inc. is organized under
16 the laws of Mississippi with its headquarters in Horn Lake, Mississippi.

17 35. Defendant Halt Fire, Inc. is organized under the laws of Michigan with
18 its headquarters in Wixom, Michigan.

19 36. Defendant Glick Fire Equipment Co. Inc. is organized under the laws of
20 Pennsylvania with its headquarters in Bird-in-Hand, Pennsylvania.

21 37. Defendant Minuteman Fire and Rescue Apparatus, LLC (d.b.a.
22 Allegiance Fire & Rescue) is organized under the laws of Delaware with its
23 headquarters in Walpole, Massachusetts.

24 **2. REV Group Dealers**

25 38. The following entities are parties to exclusive dealing agreements with
26 REV Group and are referred to collectively as “REV Group Dealers.”

27 39. Defendant Metro Fire Apparatus Specialists, Inc. is organized under the
28 laws of Texas with its headquarters in Houston, Texas.

1 40. Defendant Greenwood Emergency Vehicles, LLC is organized under the
2 laws of Massachusetts with its headquarters in North Attleborough, Massachusetts.

3 41. Defendant Fireline, Inc. is organized under the laws of Georgia with its
4 headquarters in Winder, Georgia.

5 42. Defendant Safe Industries, Inc. is organized under the laws of South
6 Carolina with its headquarters in Easley, South Carolina.

7 43. Defendant Fire Service, Inc. is organized under the laws of Indiana with
8 its headquarters in St. John, Indiana.

9 44. Defendant Sunbelt Fire, Inc. is organized under the laws of Alabama
10 with its headquarters in Fairhope, Alabama.

11 45. Defendant Vogelpohl Fire Equipment, Inc. is organized under the laws
12 of Kentucky with its headquarters in Erlanger, Kentucky.

13 46. Defendant Atlantic Coast Fire Trucks, LLC is organized under the laws
14 of Pennsylvania with its headquarters in Denver, North Carolina.

15 47. Defendant W. Campbell Supply Company of Sussex County LLC is
16 organized under the laws of New Jersey with its headquarters in South Brunswick,
17 New Jersey.

18 48. Defendant Kalmikov Enterprises, Inc. (d.b.a. Fire Apparatus Solutions)
19 is organized under the laws of California with its headquarters in Rialto, California.

20 49. Defendant Bulldog Fire Apparatus, Inc. is organized under the laws of
21 Massachusetts with its headquarters in Woodville, Massachusetts.

22 50. Defendant Sea-Western Inc. is organized under the laws of Washington
23 with its headquarters in Kirkland, Washington.

24 51. Defendant Emergency Vehicle Group, Inc. is organized under the laws
25 of California with its headquarters in Anaheim, California.

26 52. Defendant R & R Fire Truck Repair, Inc. is organized under the laws of
27 Michigan with its headquarters in Belleville, Michigan.

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1 53. Defendant Firefighter One, LLC is organized under the laws of New
2 Jersey with its headquarters in Sparta, New Jersey.

3 54. Defendant 411 Equipment LLC is organized under the laws of New
4 Mexico with its headquarters in Albuquerque, New Mexico.

5 55. Defendant Absolute Fire Protection Co., Inc. is organized under the laws
6 of New Jersey with its headquarters in South Plainfield, New Jersey.

7 56. Defendant West Shore Fire, Inc. is organized under the laws of Michigan
8 with its headquarters in Allendale, Michigan.

9 57. Defendant Ed M. Feld Equipment Co., Inc. is organized under the laws
10 of Iowa with its headquarters in Carroll, Iowa.

11 58. Defendant Pete's Equipment Repair, Inc. is organized under the laws of
12 New Mexico with its headquarters in Albuquerque, New Mexico.

13 59. Defendant Fire Connections, Inc. is organized under the laws of North
14 Carolina with its headquarters in Rocky Mount, North Carolina.

15 60. Defendant Patriot Fire, LLC is organized under the laws of Maryland
16 with its headquarters in Grasonville, Maryland.

17 61. Defendant Banner Fire Equipment, Inc. is organized under the laws of
18 Illinois with its headquarters in Roxana, Illinois.

19 62. Defendant First Choice Fire Apparatus, LLC is organized under the laws
20 of Pennsylvania with its headquarters in Hanover Township, Pennsylvania.

21 63. Defendant Fire Truck Solutions, LLC is organized under the laws of
22 Delaware with its headquarters in Phoenix, Arizona.

23 64. Defendant Fire Safety USA, Inc. is organized under the laws of
24 Minnesota with its headquarters in Rochester, Minnesota.

25 65. Defendant Fire Line Equipment, LLC is organized under the laws of
26 Pennsylvania with its headquarters in New Holland, Pennsylvania.

27 66. Defendant Premier Fire Apparatus, Inc. is organized under the laws of
28 New York with its headquarters in Lake Katherine, New York.

1 67. Defendant Fire Master Fire Equipment, Inc. is organized under the laws
2 of Missouri with its headquarters in Springfield, Missouri.

3 68. Defendant CSI Emergency Apparatus, LLC is organized under the laws
4 of Michigan with its headquarters in Grayling, Michigan.

5 69. Defendant Hoosier Fire Equipment, Inc. is organized under the laws of
6 Indiana with its headquarters in Valparaiso, Indiana.

7 70. Defendant Hawaii Specialty Vehicles, LLC is organized under the laws
8 of Hawaii with its headquarters in Honolulu, Hawaii.

9 71. Defendant Matheny Fire & Emergency, LLC is organized under the laws
10 of West Virginia with its headquarters in Parkersburg, West Virginia.

11 72. Defendant Goodman Specialized Vehicles is organized under the laws
12 of Virginia with its headquarters in Amelia Court House, Virginia.

13 73. Defendant Lone Star Emergency Group is organized under the laws of
14 Texas with its headquarters in Houston, Texas.

15 74. Defendant AAA Firepro of New Mexico, Inc. is organized under the
16 laws of New Mexico with its headquarters in Clovis, New Mexico.

17 75. Defendant Colden Enterprises, Inc. is organized under the laws of New
18 York with its headquarters in Kenmore, New York.

19 76. Defendant Jerry's Transmission Service Inc. (d.b.a. North Central
20 Emergency Vehicles) is organized under the laws of Minnesota with its headquarters
21 in Lincoln, Nebraska.

22 77. Defendant Leo M. Ellebracht Company is organized under the laws of
23 Missouri with its headquarters in Wentzville, Missouri.

24 78. Defendant Payette Sales & Service, Inc. is organized under the laws of
25 Michigan with its headquarters in Grosse Ile, Michigan.

26 79. Defendant True North Equipment, Inc. (d.b.a. True North Emergency
27 Equipment) is organized under the laws of Oregon with its headquarters in Hillsboro,
28 Oregon.

1 80. Defendant Gorman Enterprises, Inc. is organized under the laws of New
2 York with its headquarters in Elma, New York.

3 81. Defendant A.E.C. Fire-Safety & Security, Inc. is organized under the
4 laws of Illinois with its headquarters in Springfield, Illinois.

5 82. Defendant Advantech Service and Parts LLC (d.b.a. Advantech 911
6 Service and Parts) is organized under the laws of Ohio with its headquarters in
7 Midvale, Ohio.

8 83. Defendant Hendrickson Fire Rescue Equipment, Inc. is organized under
9 the laws of New York with its headquarters in Islandia, New York.

10 84. Defendant Northeast Emergency Apparatus, LLC is organized under the
11 laws of Maine with its headquarters in Auburn, Maine.

12 85. Defendant Desorcie Emergency Products, LLC is organized under the
13 laws of Vermont with its headquarters in St. Albans, Vermont.

14 86. Defendant Fire Apparatus & Supply Team, Inc. is organized under the
15 laws of Illinois with its headquarters in Lincoln, Illinois.

16 87. Defendant American Emergency Response Training, Inc. is organized
17 under the laws of Tennessee with its headquarters in Knoxville, Tennessee.

18 88. Defendant Fire Department Service & Supply, Inc. is organized under
19 the laws of Kentucky with its headquarters in Louisville, Kentucky.

20 89. Defendant Fire & Rescue Products of Harrisburg, LLC is organized
21 under the laws of Maryland with its headquarters in Harrisburg, Pennsylvania.

22 90. Defendant New England Fire Equipment & Apparatus, Corp. is
23 organized under the laws of Connecticut with its headquarters in North Haven,
24 Connecticut.

25 91. Defendant Hall-Mark Fire Apparatus, Inc. is organized under the laws of
26 Florida with its headquarters in Ocala, Florida.

27 92. Defendant Mile-Hi Fire Apparatus, Inc. is organized under the laws of
28 Colorado with its headquarters in Northglenn, Colorado.

1 93. Defendant Fired Up Rescue LLC is organized under the laws of
2 Wyoming with its headquarters in Wheatland, Wyoming.

3 94. Defendant Mid America Fire Apparatus Inc. (d.b.a. Jon'd Mid America
4 Fire Apparatus) is organized under the laws of Missouri with its headquarters in
5 Rogersville, Missouri.

6 95. Defendant Mid-America Fire & Safety, LLC is organized under the laws
7 of Indiana with its headquarters in Evansville, Indiana.

8 96. Defendant Delmarva Pump Center, Inc. (d.b.a. DPC Emergency
9 Equipment) is organized under the laws of Delaware with its headquarters in Marydel,
10 Delaware.

11 97. Defendant Adirondack EVG, Inc. (d.b.a. Adirondack Emergency
12 Vehicles) is organized under the laws of New York with its headquarters in Bedford,
13 New Hampshire.

14 98. Defendant Northwest Fire Services Inc. is organized under the laws of
15 Montana with its headquarters in Bigfork, Montana.

16 99. Defendant Keystone Fire Apparatus, Inc. is organized under the laws of
17 Pennsylvania with its headquarters in McKees Rocks, Pennsylvania.

18 100. Defendant Big Sky Fire Equipment is organized under the laws of
19 Montana with its headquarters in Lewistown, Montana.

20 101. Defendant 1st Out Specialty Vehicles & Equipment LLC is organized
21 under the laws of Pennsylvania with its headquarters in Moon Township,
22 Pennsylvania.

23 **III. RELEVANT MARKET**

24 **a. Market Definition**

25 102. The “Relevant Market” is the market for fire apparatus in the United
26 States.

27 103. The relevant *product* market is the fire apparatus market. Fire apparatus
28 are distinct goods made for a distinct purpose (i.e., heavy duty vehicles made for

1 firefighting), made by specialist manufacturers, distributed by their specialist dealers,
2 and bought by a distinct group of consumers (i.e., largely public entities, which
3 purchase them for their fire departments).⁵

4 104. There are no reasonable substitutes for fire apparatus. As a result, a
5 monopolist’s small but significant non-transitory increases in price (SSNIPs) would
6 not lead purchasers to buy alternate goods. Indeed, recent history shows that even
7 very large increases in price have not resulted in purchases of alternate goods.

8 105. Further, this market definition is drawn from industry participants
9 themselves. Oshkosh Group and REV Group, for example, rely on the term. *See*
10 Oshkosh Corp., Annual Report (Form 10-K) at 5 (Feb. 20, 2025) (“The Company
11 believes the geographic breadth, size and quality of its Pierce fire apparatus dealer
12 network are competitive advantages in a market characterized by a few large
13 manufacturers”); REV Group, Inc., Annual Report (Form 10-K) at 4 (Dec. 13,
14 2023) (“Our Fire & Emergency (‘F&E’) segment sells (i) fire apparatus equipment .
15 . . .”). And the industry has its own trade association and trade publication (i.e., the
16 Fire Apparatus Manufacturers Association (“FAMA”) and Fire Apparatus &
17 Emergency Equipment Magazine, respectively).

18 106. The primary relevant *geographic* market is the United States.

19 107. The relevant geographic market for the State Law Subclass is California.

20 108. In the alternative, the primary relevant geographic markets are each state
21 in which Defendants have sold fire apparatus.

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27 ⁵ The term “fire apparatus” has been used in rare instances to refer to non-vehicles.
28 To avoid confusion, references to “fire apparatus” in this matter only refer to vehicles.

1 **b. Fire Apparatus Described**

2 109. Fire apparatus are heavy duty firefighting vehicles—for example,
3 pumpers, which are trucks with water pumps, water tanks, and hoses:



13 MacQueen Equipment, *Pierce Pumpers*.⁶

14 110. These apparatus are critical public safety assets that require substantial
15 capital investment by municipalities, counties, and other public entities.

16 111. Fire apparatus usually remain in service for ten or more years. Some
17 public entities are required—e.g., by ordinance or union contracts—to replace fire
18 apparatus on a predetermined schedule.

19 **c. Fire Apparatus Business Basics**

20 112. Fire apparatus manufacturers, like Manufacturer Defendants, design and
21 build fire apparatus. Fire apparatus dealers, like Dealer Defendants, sell them (or
22 facilitate their sale) to customers—typically public entities, like Plaintiff and the Class
23 members.

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28 ⁶ Available at: <https://www.macqueengroup.com/pierce-pumpers>.

1 **i. Exclusive Dealing & Territorial Allocation**

2 113. Manufacturer Defendants distribute fire apparatus through Dealer
3 Defendants with which they have established exclusive dealing/territorial allocation
4 agreements.

5 114. Each agreement identifies a specific territory that borders, but does not
6 overlap, the territories identified in the Manufacturer Defendant's agreements with its
7 other dealers. The agreement provides that *within the designated territory* the dealer
8 cannot sell any brand other than the manufacturer's brands and the manufacturer
9 cannot authorize anyone other than the dealer to sell their brands, and *outside of the*
10 *designated territory* the dealer cannot sell fire apparatus at all. Thus, the agreements
11 impose a triple foreclosure: (1) foreclosing the Dealer Defendant from selling any
12 brand other than Manufacturer Defendant's brands,⁷ (2) foreclosing anyone else from
13 selling Manufacturer Defendant's brands within the designated territory, and (3)
14 foreclosing the Dealer Defendant from selling any fire apparatus at all outside of the
15 designated territory.

16 115. In this way, Defendants have established cartels and carved up the
17 market geographically such that purchasers can only buy a given brand of fire
18 apparatus from the singular dealer to which they have allocated that territory.

19 116. By way of example, if the City of Tucson, Arizona wanted to buy a
20 Pierce pumper, it could only do so through the Pierce dealer located in Springfield,
21 Oregon (Hughes Fire Equipment, Inc.), because that dealer has an exclusive dealing

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23 ⁷ For a small set of niche apparatus (e.g., wildland fire apparatus), some Manufacturer
24 Defendants appear to permit some of their dealers to sell brands other than the
25 Manufacturer Defendant's brands. These apparatus are built on commercial, rather
26 than custom chassis, and are not part of the industry's core products (i.e., custom
27 chassis pumpers, aerials, and combinations). Additionally, in the last year or two, it
28 appears that REV Group may have allowed a small number of its dealers to sell a
small number of pumpers made by a small manufacturer called Fouts Bros., which
builds apparatus on REV Group's own Spartan chassis.

1 agreement with Pierce that covers several states throughout the West, including all of
2 Arizona. Tucson could not seek better terms by purchasing through the Pierce dealers
3 in Southern California or Texas.

4 **ii. The Importance of Dealers**

5 117. Fire apparatus dealers are critical to fire apparatus purchasers. Indeed,
6 for some purchasers, the choice of dealer is a more important decision than the choice
7 of apparatus brand. There are a number of reasons for this. First, dealers are frequently
8 involved in the earliest stages of the procurement process, sometimes serving as
9 advisors to purchasers as they determine the types of fire apparatuses they will buy.

10 118. Second, fire apparatus need frequent servicing to remain operational.
11 Much of that servicing is covered under five-year warranties that only dealers can
12 provide. The service quality of the dealer, therefore, plays an important role in initial
13 purchasing decisions.

14 119. Third, dealers' delivery timelines vary. Some maintain a stock of "demo"
15 apparatus so that they can make quick deliveries when necessary. Others do not and
16 (as discussed below) may take years to deliver.

17 120. And fourth, dealers are important because the industry's exclusive
18 dealing agreements have kept their number relatively low. By way of comparison, an
19 Orange County customer trying to buy a new Ford sedan can go to any one of at least
20 10 Ford dealerships that operate within their own county (*Ford Dealerships in Orange*
21 *County, Southern California Ford Dealers*),⁸ but there is only a single Pierce fire
22 apparatus dealer for all the customers in Southern California, and no other Pierce
23 dealers are allowed to sell to them. And elsewhere the situation is even starker—for
24 example, customers in Illinois, Indiana, Minnesota, Nebraska, North Dakota, and
25 South Dakota all share a single Pierce dealer.

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27 ⁸ Available at [https://www.socalforddealers.com/regions/orange-county-ca-ford-](https://www.socalforddealers.com/regions/orange-county-ca-ford-dealerships.html)
28 [dealerships.html](https://www.socalforddealers.com/regions/orange-county-ca-ford-dealerships.html).

1 **iii. Configurators**

2 121. Fire apparatus can, to a degree, be customized. Purchasers work with
3 dealers to select various options. Configurators are software applications, provided by
4 manufacturers, that dealers use to select those options. The configurators prevent
5 dealers from proceeding with impossible designs, and provide important information
6 about the designs they select, including pricing requirements.

7 **d. Defendants' Market and Monopoly Power**

8 122. Historically, fire apparatus manufacturing was a fragmented industry
9 composed of dozens of small- and medium-sized manufacturers. That fragmentation
10 promoted competition, contributing to reasonable pricing and delivery schedules, and
11 high-quality products and servicing.

12 123. More recently, the industry has undergone a dramatic transformation due
13 to a wave of acquisitions and roll-ups by Oshkosh Corporation and AIP. *See, e.g.,*
14 *Will Dowd, John Bender & Pete Sullivan, Marblehead Fire Chief Keeps Watch as*
15 *Truck Delays, Costs Increase Nationwide*, MARBLEHEAD CURRENT (June 4,
16 2025) (“Market share of independent fire truck builders dropped from 85% in 2006
17 to 20% in 2023.”)⁹ Oshkosh Corporation acquired Pierce in 1996¹⁰—which in turn
18 bought a non-controlling ownership interest in BME in 2021¹¹—and acquired Maxi-
19 Metal in 2022.¹² AIP purchased E-ONE in 2008 and combined it with other specialty
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21 _____
22 ⁹ Available at: <https://marbleheadcurrent.org/2025/06/04/marblehead-fire-chief-keeps-watch-as-truck-delays-costs-increase-nationwide/>.

23 ¹⁰ *Oshkosh Acquires Pierce Manufacturing*, Mergr,
24 <https://mergr.com/transaction/oshkosh-acquires-pierce-manufacturing>.

25 ¹¹ *BME Joins Strategic Alliance with Pierce Manufacturing*, BME Fire,
26 <https://www.bmefire.com/bme-joins-strategic-alliance-with-pierce-manufacturing/>.

27 ¹² *Oshkosh Corporation Acquires Maxi-Metal Inc.*, Oshkosh Corporation,
28 <https://www.investors.oshkoshcorp.com/news/oshkosh-corporation-acquires-maxi-metal-inc/c5afbb77-38ec-4497-a391-f4f56b88d127/>.

1 vehicle manufactures to form Allied Specialty Vehicles, Inc.,¹³ which it rebranded
2 into REV Group in 2015.¹⁴ REV Group went on to acquire KME in 2016,¹⁵ Ferrara
3 in 2017,¹⁶ and Spartan ER, Spartan Fire Apparatus and Chassis, Smeal, and LT in
4 2020.¹⁷

5 124. These roll-ups and acquisitions reduced the number of independent fire
6 apparatus manufacturers and consolidated approximately 76% of the U.S. fire
7 apparatus market under its biggest two manufacturers, Oshkosh Group and REV
8 Group. *See Fire Truck Manufacturing*, IBISWorld Industry Report OD5645 at 7 (Oct.
9 2021); *see also* Baker NYT Article (describing the history of fire apparatus market
10 consolidation through acquisitions and roll-ups). And that figure actually understates
11 the degree of market concentration, for two reasons.

12 125. First, the 76% market share is not evenly split—**Oshkosh Group has a**
13 **greater-than 50% market share on its own.** *Fire Truck Manufacturing*, IBISWorld
14 Industry Report OD5645 at 7 (Oct. 2021) (showing Oshkosh Group with a 51.3%
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17 ¹³ *E-ONE Sold to N.Y. Investment Firm*, *Fire Apparatus Magazine* (Aug. 1, 2008),
18 [https://www.fireapparatusmagazine.com/fire-apparatus/e-one-sold-to-n-y-](https://www.fireapparatusmagazine.com/fire-apparatus/e-one-sold-to-n-y-investment-firm/)
19 [investment-firm/](https://www.fireapparatusmagazine.com/fire-apparatus/e-one-sold-to-n-y-investment-firm/).

20 ¹⁴ *SV Rebrands as REV Group Inc.*, *METRO Mag.* (Nov. 2, 2015),
21 <https://www.metro-magazine.com/10036286/asv-rebrands-as-rev-group-inc.>

22 ¹⁵ *KME Fire Apparatus Sold to REVGroup*, *Firehouse* (Apr. 11, 2016),
23 [https://www.firehouse.com/apparatus/press-release/12193362/fire-apparatus-](https://www.firehouse.com/apparatus/press-release/12193362/fire-apparatus-manufacturer-kme-kovtach-pumpers-aerials-heavy-rescue-fire-apparatus-builder-kme-fire-apparatus-sold-to-revgroup.)
24 [manufacturer-kme-kovtach-pumpers-aerials-heavy-rescue-fire-apparatus-builder-](https://www.firehouse.com/apparatus/press-release/12193362/fire-apparatus-manufacturer-kme-kovtach-pumpers-aerials-heavy-rescue-fire-apparatus-builder-kme-fire-apparatus-sold-to-revgroup.)
25 [kme-fire-apparatus-sold-to-revgroup.](https://www.firehouse.com/apparatus/press-release/12193362/fire-apparatus-manufacturer-kme-kovtach-pumpers-aerials-heavy-rescue-fire-apparatus-builder-kme-fire-apparatus-sold-to-revgroup.)

26 ¹⁶ *REV Group Acquires Ferrara Fire Apparatus, Inc.*, REV Group Investor Relations
27 (Apr. 25, 2017), [https://investors.revgroup.com/investor-releases/2017/04-25-2017-](https://investors.revgroup.com/investor-releases/2017/04-25-2017-182251523.)
28 [182251523.](https://investors.revgroup.com/investor-releases/2017/04-25-2017-182251523.)

¹⁷ *REV Group, Inc. Completes Acquisition of Spartan Emergency Response*, REV
Group Investor Relations (Feb. 3, 2020), [https://investors.revgroup.com/investor-](https://investors.revgroup.com/investor-releases/2020/02-03-2020-135942281.)
[releases/2020/02-03-2020-135942281.](https://investors.revgroup.com/investor-releases/2020/02-03-2020-135942281.)

1 market share).¹⁸ Accordingly, **Oshkosh Group presumptively has monopoly power**
 2 **in the U.S. fire apparatus market.** See U.S. Dep’t of Justice & Fed. Trade Comm’n,
 3 Merger Guidelines (Dec. 18, 2023) (“The Agencies will generally infer, in the absence
 4 of countervailing evidence, that the merging firm has or is approaching monopoly
 5 power in the related product if it has a share greater than 50% of the related product
 6 market.”)

7 126. To put this in context, consider how the U.S. fire apparatus market would
 8 fare under the U.S. Department of Justice and Federal Trade Commission’s
 9 Horizontal Merger Guidelines. “As an aid to the interpretation of market data, [DOJ
 10 and FTC] use the Herfindahl-Hirschman Index (‘HHI’) of market concentration.”
 11 U.S. Dep’t of Justice & Fed. Trade Comm’n, *Horizontal Merger Guidelines* § 1.5, at
 12 15 (1992, rev. 1997).¹⁹ “The HHI is calculated by summing the squares of the
 13 individual market shares of all the participants.” *Id.* DOJ and FTC consider HHI
 14 scores below 1000 to be unconcentrated, scores between 1000 and 1800 to be
 15 moderately concentrated, and scores above 1800 to be highly concentrated. *Id.* at 16.
 16 The fire apparatus market far exceeds the threshold for a highly concentrated market:

Oshkosh Group	REV Group	Rosenbauer	HHI
51.3%	24.9%	9.3%	>3,338

24 ¹⁸ An analysis of Oshkosh Corporation and REV Group’s public filings and investor
 25 materials indicates that these market shares (i.e., approximately 50% and
 26 approximately 25%, respectively) have remained approximately the same from 2021
 to the present.

27 ¹⁹ Available at:

28 <https://www.justice.gov/sites/default/files/atr/legacy/2007/08/14/hmg.pdf>.

1 (Source: *Fire Truck Manufacturing*, IBISWorld Industry Report OD5645 at 7 (Oct.
2 2021)).²⁰ The HHI for the United States as a whole for that period is greater than
3 3,338—*nearly double* the threshold at which DOJ and FTC considers a market to be
4 highly concentrated.

5 127. Second, on information and belief, Manufacturer Defendants' market
6 shares are more highly polarized at the regional and state level. Manufacturer
7 Defendants only distribute fire apparatus through Dealer Defendants with which they
8 have established exclusive dealing agreements. Each agreement identifies a specific
9 territory and then imposes a triple foreclosure: foreclosing the Dealer Defendant from
10 selling any fire apparatus outside of the designated territory, foreclosing the Dealer
11 Defendant from selling any brand other than Manufacturer Defendant's brands, and
12 foreclosing any other dealer from selling the Manufacturer Defendant's brands within
13 the designated territory. In this way, Defendants have carved up the market
14 geographically such that public entities can only purchase a given fire apparatus brand
15 from the one dealer to which they have allocated that territory. As a result, what
16 appears as 76% when zoomed out to a national level becomes more extreme when
17 zoomed in to a regional or state level.

18 128. In sum, Defendants' acquisitions and roll-ups, and territorial allocation
19 and exclusive dealing schemes, have imbued Defendants with monopoly and market
20 power at the national level, and in particular regions and states where they have
21 cordoned off competition.

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26 ²⁰ This table calculates HHI by summing the squares of Oshkosh Group, REV Group,
27 and Rosenbauer (the third largest fire apparatus manufacturer) market shares, but no
28 other participants' market shares—meaning that the result is the *minimum* possible
HHI. If the squares of the other participants' market shares were summed, the
resulting HHI would be even higher.

1 129. Defendants have used this power to impose supracompetitive prices and
 2 burdensome delays without suffering consequences from consumers that have no
 3 reasonable alternatives.

4 **e. Fire Apparatus Market Features That Support the Existence of a**
 5 **Conspiracy**

6 130. The suppression of competition is reflected in several distinct features of
 7 the fire apparatus market.

8 **i. “Skyrocketing” Prices and Profits**

9 131. As the industry has consolidated, fire apparatus prices and profits have
 10 surged. So much so, in fact, that the International Association of Fire Fighters
 11 implored Attorney General Pam Bondi and Federal Trade Commission Chair Andrew
 12 Ferguson to “investigate and take action against consolidation in fire and emergency
 13 vehicle manufacturers.” Letter from Int’l Ass’n of Fire Fighters & Am. Econ.
 14 Liberties Project to Pam Bondi, Att’y Gen., et al., U.S. Dep’t of Just., & Andrew
 15 Ferguson, Chair, Fed. Trade Comm’n (May 13, 2025) (hereafter “Firefighters’
 16 Letter”) (decrying “skyrocketing prices”). In that letter, the firefighters noted that
 17 “[t]he cost of fire trucks has reportedly doubled over the past decade.” *Id.*²¹

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 19 ²¹ (citing Basel Musharbash, *Did a Private Equity Fire Truck Roll-Up Worsen the*
 20 *L.A. Fires?*, BIG (Jan. 25, 2025), [https://www.thebignewsletter.com/p/did-a-private-](https://www.thebignewsletter.com/p/did-a-private-equity-fire-truck-roll)
 21 [equity-fire-truck-roll](https://www.thebignewsletter.com/p/did-a-private-equity-fire-truck-roll) (hereafter “Musharbash Article”) (“The cost of fire trucks has
 22 skyrocketed in recent years—going from around \$300–500,000 for a pumper truck
 23 and \$750–900,000 for a ladder truck in the mid-2010s, to around \$1 million for a
 24 pumper truck and \$2 million for a ladder truck in the last couple years.”); Tracy
 25 McCue, *Sunday Blog: Why Did That Fire Truck Cost \$1.9 Million? Because It Just*
 26 *Does*, Sumner NewsCow (Mar. 31, 2024),
 27 [https://www.sumnernewscow.com/sunday-blog-why-did-that-fire-truck-cost-1-9-](https://www.sumnernewscow.com/sunday-blog-why-did-that-fire-truck-cost-1-9-million-because-it-just-does/)
 28 [million-because-it-just-does/](https://www.sumnernewscow.com/sunday-blog-why-did-that-fire-truck-cost-1-9-million-because-it-just-does/) (“Former Fire Chief Tim Hay priced [an aerial fire
 truck] at \$1 million. When the City of Wellington bid it out in January, the cheapest
 bid was \$1.8 million. Earlier this month, Wellington City Manager Jeff Porter
 reported the cost had risen to \$1.9 million. That was a \$100,000 increase . . . in just
 one month.”)

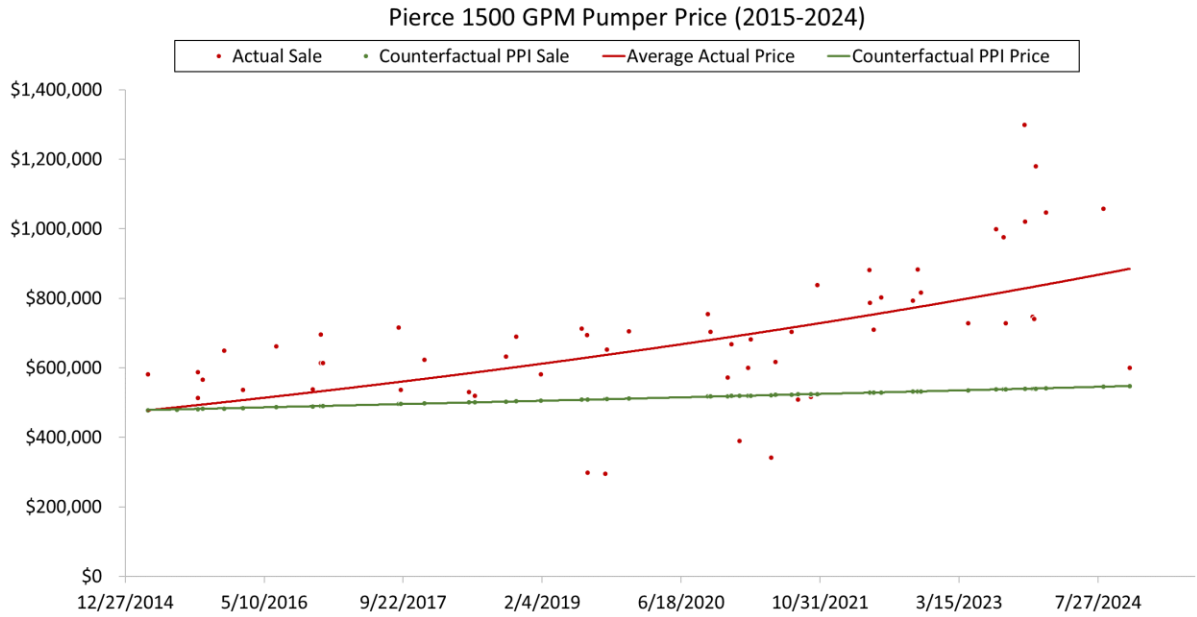
1 132. Public data backs up the firefighters’ statement. Take, for example, the
2 increase in price of a Pierce 1500 GPM pumper truck (made by Oshkosh Group),
3 which cost approximately \$480,000 in March of 2015 and approximately \$885,000 in
4 November of 2024.

5 133. Fire apparatus manufacturers sometimes attempt to justify these
6 increases by citing inflation and rising input costs, but these explanations are
7 pretextual. The Pierce 1500 GPM pumper truck’s price increase equates to a
8 compounding annualized interest rate increase of 6.5%. In contrast, the PPI for Heavy
9 Duty Truck Manufacturing: Buses, Including Military and Firefighting Vehicles
10 (Chassis of Own Manufacturer)—which calculates the inflation rate for
11 manufacturing large vehicles like fire apparatus—was approximately 1.5%. *See* U.S.
12 Bureau of Labor Statistics, *Producer Price Index by Industry: Heavy Duty Truck*
13 *Manufacturing: Buses, Including Military and Firefighting Vehicles (Chassis of Own*
14 *Manufacture)* (PCU3361203361203), FRED, Fed. Rsrv. Bank of St. Louis.

15 134. To put into perspective how big of a difference that is: if the Pierce
16 Pumper truck’s price had increased at the same rate as prices in the most relevant
17 industry sector, it would have increased by about \$75,000. Instead it increased by
18 about \$405,000—a more than five-fold difference.

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(Source: GovSpend.com.²²)

135. These dramatic increases in prices for purchasers have translated to dramatic increases in profits for Defendants. And not just in pumpers. According to a former REV Fire Group executive, five years ago, REV Group considered \$100,000 margins on 100-foot E-ONE aerials to be excellent, but now the company is reaping no less than \$340,000 margins on the exact same apparatus—a more than three-fold profit increase in just a handful of years that seems to have contributed to an “exceptional 8.9 percent” profit margin for the company as a whole.²³

²² GovSpend.com (“GovSpend”) advertises itself as “the most exhaustive service available in the market” for accessing line-by-line public procurement data.”

²³ Mike Baker, Maureen Farrell, & Serge F. Kovaleski, *As Wall Street Chases Profits, Fire Departments Pay the Price*, N.Y. Times (Feb. 17, 2025) (“Rev Group’s profit margins jumped to what they described as an ‘exceptional 8.9 percent’ for the division that includes fire trucks in 2024. That same year, its longtime backer and owner, American Industrial Partners, sold nearly all of its shares, but before doing so awarded a special dividend of \$180 million of which nearly \$80 million went to A.I.P.”).

1 136. Inflation and input cost increases cannot account for these price
2 escalations. Something is happening in the fire apparatus industry that is not
3 happening in other heavy duty truck manufacturing markets.

4 **ii. Reduced Production and “Brutal” Backlogs**

5 137. In a competitive market, when sale prices increase, sellers tend to
6 increase production. But Manufacturer Defendants have done the opposite. They
7 closed factories and declined to invest in production. In fact, rather than growing
8 production to seize the opportunity that surging prices and demand present, REV
9 Group recently used \$88.4 million in available cash to simply buy back its own stock.
10 *REV Group, Inc. Reports Strong Fiscal 2025 Second Quarter Results*, REV Group,
11 Inc.²⁴ As a result, while demand has swelled, supply has stagnated.

12 138. Accordingly, delivery times have ballooned. Fire apparatus that once
13 took about a year to deliver now frequently take two, three, four, and sometimes even
14 more years to complete. *See, e.g., David Kroman, Firetruck Fleet Aging Faster Than*
15 *Seattle Can Make Repairs*, GOV’T TECH. (Apr. 2, 2024), (“It used to take a year to
16 replace a truck. Now, said Lombard, it's 54 months for a ladder truck — 4.5 years.”);²⁵
17 Baker NYT Article (“Delivery has been delayed multiple times – with the most recent
18 projection for late this year, more than four years after the order was placed.”);²⁶
19 Firefighters’ Letter.

20 139. These delays—which firefighters describe as “brutal”—impose serious
21 public safety risks, forcing fire departments to operate with aging, malfunctioning
22 vehicles. Firefighters’ Letter. But Defendants *like* them. In materials they provide to
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25 ²⁴ Available at <https://investors.revgroup.com/investor-releases/2025/06-04-2025-120033297>.

26 ²⁵ Available at: <https://www.govtech.com/em/disaster/firetruck-fleet-aging-faster-than-seattle-can-make-repairs>.

27 ²⁶ Available at: <https://www.nytimes.com/2024/03/03/us/fire-trucks-wall-street.html>.

1 their investors, Defendants crow about the size of their backlogs and how they ensure
2 growing returns into the foreseeable future. *See, e.g.,* Rev Group, Inc., Investor
3 Presentation (July 2021), (highlighting a \$2.3 billion backlog as a contributor to
4 “growing momentum.”)²⁷ Translation: supply shortages help fuel the price inflation
5 that drives Defendants’ skyrocketing profits.

6 **iii. Dealer Exclusivity and Territorial Allocation**

7 140. As explained above, Manufacturer Defendants only distribute fire
8 apparatus through Dealer Defendants with which they have established exclusive
9 dealing agreements. These agreements give Dealer Defendants expansive, non-
10 overlapping geographic territories, often encompassing entire states or multistate
11 regions. Each agreement (1) forecloses the Dealer Defendant from selling any fire
12 apparatus outside of the designated territory, (2) forecloses the Dealer Defendant from
13 selling any brand other than Manufacturer Defendant’s brands, and (3) forecloses any
14 other dealer from selling the Manufacturer Defendant’s brands within the designated
15 territory.

16 141. These exclusive dealing agreements diminish inter-brand competition
17 between manufacturers, completely foreclose intra-brand competition between
18 dealers, and enable the manufacturers to maintain tight control over pricing and
19 supply within large areas of the country. If a customer wants to purchase fire apparatus
20 *from a specific dealer*, they are foreclosed from purchasing all but one group’s brands.
21 And if a customer wants to buy *a specific brand*, they are foreclosed from purchasing
22 through all but one dealer—even if they are farther away and offer the same product
23 at a higher price, with a longer delay, and poorer servicing than other dealers. This
24 structure removes key competitive safeguards that would otherwise operate to
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27 ²⁷ Available at: [https://investors.revgroup.com/~/_/media/Files/R/Rev-IR/reports-and-](https://investors.revgroup.com/~/_/media/Files/R/Rev-IR/reports-and-presentations/rev-group-presentation-july-2021.pdf)
28 [presentations/rev-group-presentation-july-2021.pdf](https://investors.revgroup.com/~/_/media/Files/R/Rev-IR/reports-and-presentations/rev-group-presentation-july-2021.pdf).

1 discipline pricing and performance. The result is a dealer network that allows
2 Defendants to allocate the market and stifle competition.

3 **iv. Structural Features Conducive to Anticompetitive Conduct**

4 142. Multiple features of the fire apparatus industry help to fuel and sustain
5 Defendants' anticompetitive behavior.

6 143. *High barriers to entry.* The fire apparatus industry has such high barriers
7 to entry that no new manufacturers have entered the market in at least 20 years.²⁸

8 144. One such barrier is high capital costs. Building fire apparatus is resource
9 intensive.

10 145. Rules requiring a minimum amount of time in the industry raise
11 additional barriers. For example, rules prohibit the Shelby County Fire Department in
12 Tennessee from even considering purchasing from companies unless they "have an
13 established reputation in the field of fire apparatus construction *and have been in*
14 *business for a minimum of 20 years.*" Shelby County Fire Dep't, *Specifications for a*
15 *Triple Combination Pumper* (April 29, 2025) (on file with author) (emphasis added).
16 Requirements like these preclude new entrants (if there were any) from winning
17 business.

18 146. Exclusive dealing agreements are also a barrier. Virtually all existing
19 dealers are locked into exclusive relationships with manufacturers, which makes it
20 hard for new entrants to bring their goods to market. To make matters more difficult,
21 many states have laws prohibiting direct sales, which blocks new entrants from
22 pursuing even a second-best option.

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25 ²⁸ The only half-exception is US Fire Apparatus, which is not so much a new entrant
26 as the return of an old one. Chris Ferrara founded Ferrara, but when he sold the
27 company to REV Group, he signed a non-compete agreement that kept him out of the
28 market for some years. Once the non-compete provision lapsed, Mr. Ferrara started
producing fire apparatus again, this time under the name US Fire Apparatus. On
information and belief, the company's market share is negligible.

1 147. The high barriers to entry and absence of new entrants give existing
 2 players leeway to engage in anticompetitive behavior free from the kind of discipline
 3 that a competitive market would impose.

4 148. *Insulated “floating” prices.* Contracts often include “floating price”
 5 terms that shift the costs of slow production from Defendants to customers by
 6 allowing Defendants to impose retroactive price increases around the time of delivery
 7 (i.e., long after the original bid was accepted). Firefighters’ Letter (“Manufacturers
 8 reportedly wield their market power to reserve the ability to levy surprise price hikes
 9 after order placement through ‘floating’ price terms.”) (citing CFSC, “Floating”
 10 Prices & Lengthy Delivery Times for Fire Apparatus, CSFC Members’ Perspective,”
 11 August 25, 2022.).²⁹ The advertised purpose of these terms is to account for increases
 12 in the cost of inputs that could occur over the course of the fire apparatus’ build time.
 13 The more pertinent benefit to Defendants, however, is that they shift the costs of slow
 14 production onto customers—eliminating a source of market discipline that would
 15 incentivize speedier deliveries and undermine Defendants’ supply restriction scheme.
 16 And, as described above, slow production and supply shortages fuel price increases.

17 149. Put simply: floating prices help Defendants restrict supply by forcing
 18 purchasers to bear the costs of Defendants’ slow production.

19 150. *Vertical constraints.* Some manufacturers rely on parts supplied by
 20 Manufacturer Defendants. For example, some manufacturers build fire apparatus on
 21 Spartan chassis, which is a REV Group product. *See* More Perfect Union, *Did Private*
 22 *Equity Worsen the LA Fires?*, YouTube (uploaded Apr. 7, 2025).³⁰ As essential
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 25 ²⁹ Available at:

26 [https://static1.squarespace.com/static/5ea64a6b9614427b0ff93e6d/t/63080a517f782](https://static1.squarespace.com/static/5ea64a6b9614427b0ff93e6d/t/63080a517f782438bdd6f98e/1661471313934/Floating+Prices+Lenghty+Delivery+Time+for+Fire+Apparatus+Aug+25+2022%5B42%5D.pdf)
 27 [438bdd6f98e/1661471313934/Floating+Prices+Lenghty+Delivery+Time+for+Fire+](https://static1.squarespace.com/static/5ea64a6b9614427b0ff93e6d/t/63080a517f782438bdd6f98e/1661471313934/Floating+Prices+Lenghty+Delivery+Time+for+Fire+Apparatus+Aug+25+2022%5B42%5D.pdf)
 28 [Apparatus+Aug+25+2022%5B42%5D.pdf](https://static1.squarespace.com/static/5ea64a6b9614427b0ff93e6d/t/63080a517f782438bdd6f98e/1661471313934/Floating+Prices+Lenghty+Delivery+Time+for+Fire+Apparatus+Aug+25+2022%5B42%5D.pdf).

³⁰ Available at <https://youtu.be/HvW-RtTRm8w?si=eYX67CXnxiANsule>.

1 suppliers for their competitors, REV Group is able to negatively influence the volume,
2 price, and pace of their competitors' production, and obtain their competitively
3 sensitive information. *See id.*

4 151. ***Inelastic demand.*** Public entities have limited flexibility to defer or
5 substitute fire apparatus purchases. Doing so can be dangerous and some public
6 entities are subject to policies or contracts compelling them to purchase new
7 equipment on predetermined time intervals. *See, e.g.,* City of Livermore, Cal., City
8 Council Staff Report, Item No. 5.9 (Nov. 13, 2023) (citing the City of Livermore's
9 Fleet Policy of replacing fire apparatus every 15 years). These factors enable
10 manufacturers to impose price hikes with minimal demand reduction.

11 152. For example, on information and belief, around 2021, FDNY purchased
12 rescue trucks for approximately \$1.2 million per truck. About three years later, it
13 sought to purchase more of the exact same trucks. This time, however, FDNY had to
14 buy the rescue trucks pursuant to its union contract, which required trucks to be
15 replaced on a strict schedule. On information and belief, a dealer knew that FDNY
16 *had* to buy the trucks and offered to sell them for \$3.4 million apiece. That was the
17 best offer FDNY received, and so it had to buy several rescue trucks at nearly triple
18 the price it paid just a few years prior.

19 153. ***Opportunities to coordinate.*** Practices within the fire apparatus industry
20 provide ample opportunities to obtain competitively sensitive information and
21 coordinate—either expressly or tacitly. First, toward the end of each calendar year,
22 Manufacturer Defendants send letters to fire departments forecasting the percent
23 range within which their prices will increase in the coming year. Ostensibly, they send
24 the letters to motivate their customers to purchase before prices increase. In practice,
25 however, the Manufacturer Defendants reach out to their fire department contacts to
26 get information on what their competitors' letters say. Anecdotally, Pierce is known
27 for waiting to see other Manufacturer Defendants' letters before issuing their own.
28

1 154. Second, there are purchasing cooperatives known as “buyboards” that
2 publish dealer offers. Defendants scour them to obtain insight into one another’s
3 pricing.

4 155. In addition to price, Defendants sometimes disclose detailed information
5 on future production plans. Manufacturer Defendants publish webpages disclosing
6 their production queue. The webpages ostensibly exist for the benefit of customers so
7 that they can track the construction progress of the apparatus they ordered. In practice,
8 however, Defendants can visit their competitors’ webpages and assess their future
9 production plans. Historically, anyone could access these pages. Recently some
10 Manufacturer Defendants have limited access to customers, but some webpages
11 remain open for all to view. *See, e.g., In-Process Trucks*, E-ONE Galleries (2022),
12 <https://galleries.e-one.com/2022In-Process-Trucks>.

13 156. Manufacturer Defendants also facilitate unique opportunities for Dealer
14 Defendants to coordinate. Manufacturer Defendants host annual dealer meetings that
15 convene all dealers with which they have exclusive dealing agreements. And
16 Manufacturer Defendants put some of their exclusive dealers on “dealer advisory
17 boards,” where dealers (which would compete against one another were it not for
18 Defendants’ territorial allocation schemes) coordinate and exert influence on the
19 Manufacturer Defendants’ business decisions.

20 157. Finally, the fire apparatus industry has an organization called the Fire
21 Apparatus Manufacturers’ Association (FAMA), which provides a forum for the
22 dominant firms to meet, share market intelligence, and coordinate behavior. They do
23 so interpersonally at FAMA’s periodic conferences and symposia, (*see, e.g., Fire*
24 *Apparatus Manufacturers’ Association, 2025 FEMSA/FAMA Annual Fall*
25
26
27
28

1 *Conference*, FAMA (Sept. 23–26, 2025)),³¹ as well as through data exchange. FAMA
2 advertises as much:

3 Among the most powerful benefits of FAMA membership
4 are the statistical reports provided quarterly and
5 encapsulated for every year-end. Only those companies that
6 participate in the statistical studies and members are privy
7 to these reports. FAMA does not release this information to
8 the public. Members find this research invaluable for their
9 internal business purposes.

10 Fire Apparatus Manufacturers’ Ass’n, *Why Join*, FAMA (2025).³²

11 The Fire Apparatus Manufacturers’ Association (FAMA)
12 collects a lot of data on fire apparatus sold to the fire
13 service. To our members, it’s one of the most valuable
14 reasons why they join our association.

15 Paul C. Darley, *The Fire Apparatus Market is Coming Back... Just Look at the Data*,
16 FAMA (Dec. 2015).³³

17 158. ***Earmarking.*** Public entities “ earmark” (i.e., reserve) funds for large
18 purchases, like fire apparatus. Once funds have been earmarked, manufacturers take
19 a deposit payment, and it becomes very difficult to change course. Fire apparatus
20 manufacturers know that and take advantage of it. They delay delivery for extended
21 periods with knowledge that they will not lose the order. REV Group has
22 acknowledged as much:

23

24

25 ³¹ Available at: <https://www.fama.org/event/2025-femsa-fama-annual-fall-conference/>.

26 ³² Available at: <https://www.fama.org/membership/why-join/>.

27 ³³ Available at: https://www.fama.org/forum_articles/the-fire-apparatus-market-is-coming-backjust-look-at-the-data/.

28

1 “Mark Skonieczny, Rev Group’s current chief executive,
2 said at a 2023 conference call that the company did not
3 expect the delays to cause cancellations because once a city
4 sets aside the money, it is ‘earmarked’ and Rev Group gets
5 a deposit. ‘That money is allocated to those units, so we feel
6 good about that.’”

7 Baker NYT Article. Moreover, because of their “floating price” terms, they will not
8 even lose value to time. Manufacturers suffer no negative consequences for delaying.
9 Indeed, doing so fuels price increases and the profits they engender.

10 **IV. DEFENDANTS’ ANTICOMPETITIVE CONDUCT**

11 159. Fire apparatus price increases and delivery delays cannot be attributed to
12 organic causes. Rather, these price increases are attributable to anticompetitive
13 conduct and conspiracies carried out by Defendants, who have artificially increased
14 prices to supracompetitive levels through a combination of artificial supply
15 restriction, exclusive dealing, market allocation, resale price maintenance, and
16 acquisitions.

17 **a. Collusive Supply Restriction**

18 160. Manufacturer Defendants have coordinated to restrict supply. Despite
19 overwhelming demand and surging prices that would incentivize increased
20 production in a competitive market, Manufacturer Defendants have collectively
21 eschewed expanding production capacity. Instead, they have allowed backlogs to
22 mount to historic levels and told investors that these production delays are positive
23 indicators for long-term revenue stability. This economically illogical parallel
24 conduct across multiple competitors—simultaneously restricting supply in the face of
25 unprecedented demand and price increases—supports a strong inference of
26 coordination among Manufacturer Defendants to artificially constrain supply in order
27 to boost prices and profits.

28

1 161. In a competitive market, manufacturers facing sustained high demand
2 and the ability to command premium prices would be expected to invest in additional
3 production capacity to capture market share and maximize profits. The economic
4 incentive to expand production becomes even stronger when competitors are
5 experiencing lengthy backlogs, as a manufacturer that could deliver products more
6 quickly would gain a significant competitive advantage. Yet neither of the
7 Manufacturer Defendants have responded to these powerful market trends by
8 substantially increasing their production capacity. This coordinated failure to expand
9 production is particularly suspicious given that fire apparatus demand reached historic
10 highs during the Class Period. *See* Musharbash Article (explaining that, as federal
11 COVID-19 assistance filled state and local government coffers, “fire truck orders
12 grew approximately 50% from 2020 to 2022, reaching roughly 6,000 units for the first
13 time since 2008.”)

14 162. Public reporting and internal statements make clear that Manufacturer
15 Defendants do not view their giant backlogs as failures or even opportunities for
16 growth by expanding production, but rather as “financial advantage[s].”³⁴ For
17 example, in 2021 REV Group crowed to its investors about its \$2 billion backlog.
18 REV Group, Inc., *Investor & Analyst Day*, 8 (Apr. 15, 2021).³⁵ By 2024, that backlog
19 _____

20 ³⁴ Musharbash Article (“[I]t appears that the dominant manufacturers have managed
21 to turn their delivery failures into financial advantage. Using the purported difficulty
22 of projecting material costs over a 2-3-year lead time as an excuse, they have imposed
23 ‘floating’ price clauses onto their customers — allowing them to increase the final
24 price of a rig when it finally goes into production. In effect, the bottleneck in fire truck
25 production that REV Group, Oshkosh, and to a lesser extent, Rosenbauer created with
26 their M&A and operating strategies are giving them *even more* bargaining power vis-
27 à-vis fire departments. Not only that but, according to REV Group’s SEC reports, the
28 twenty-four-month backlog it is running is literally enhancing its value to
shareholders — AIP being the largest among them — by giving the company ‘strong
visibility into future net sales.”).

³⁵ Available at: <https://investors.revgroup.com/~media/Files/R/Rev-IR/reports-and->
(footnote continued)

1 had more than doubled to \$4.2 billion, and the company bragged about it in a section
2 of its 10-K that it titled, “Business Model Produces Attractive Financial
3 Characteristics.” Rev Group, Inc., Form 10-K, at 11 (filed Dec. 11, 2024). Similarly,
4 Oshkosh Group’s global backlog went from approximately \$1 billion in 2019, to \$4
5 billion in 2023,³⁶ to \$5.3 billion in 2024.³⁷

6 163. Rather than investing in expanded production capacity to meet this
7 unprecedented demand, Manufacturer Defendants restricted supply. REV Group’s
8 conduct has been particularly egregious in this regard. Shortly after acquiring KME,
9 REV Group announced plans to close two of the company’s firetruck manufacturing
10 facilities (representing about a third of its manufacturing capacity) even though there
11 was strong demand for the KME fire apparatus those factories produced. *See Baker*
12 *NYT Article*. The decision to eliminate substantial production capacity during a
13 period of surging demand defies economic logic and strongly suggests coordination
14 aimed at maintaining artificial scarcity.

15 164. REV Group’s approach to capital allocation further evidences its strategy
16 of prioritizing supply restriction over meeting customer demand. In 2025, rather than
17 using available cash to expand production capacity to address its massive backlog,
18 REV Group spent \$88.4 million to buy back its own stock. *REV Group Announces*
19 *Second Quarter 2025 Results*, REV Group, Inc.³⁸ This decision to return cash to
20 shareholders instead of investing in production capabilities during a period of
21 unprecedented demand and multi-year backlogs defies economic logic and, when
22

23
24 [presentations/rev-group-investor-day-v18.pdf](#).

25 ³⁶ Baker NYT Article.

26 ³⁷ Firefighters’ Letter.

27 ³⁸ Available at [https://investors.revgroup.com/investor-releases/2025/06-04-2025-](https://investors.revgroup.com/investor-releases/2025/06-04-2025-120033297)
28 [120033297](https://investors.revgroup.com/investor-releases/2025/06-04-2025-120033297).

1 combined with the observation that its competitors are *also* refusing to increase
2 production, supports an inference of collusive supply restriction.

3 165. REV Group has also restricted supply—and insulated its supply
4 restriction conspiracy from market discipline—by leveraging its control of critical
5 components used by other manufacturers. Each year the industry receives about 700
6 orders for fire apparatus built on third-party custom chassis. REV Group’s Spartan
7 supplies about 600 of those chassis. But unlike HME (which supplies the remaining
8 100 chassis) REV Group does not sell to all comers. Instead, REV Group is selective
9 as to which competitors it will supply and leverages its vertical integration to control
10 the availability of Spartan chassis and the fire apparatus that are built on them. By
11 restricting the sale of these chassis to competitors, REV Group simultaneously
12 constrains its own and others’ production. This dual restriction amplifies the supply
13 shortage across the entire market while ensuring that REV Group cannot be
14 outcompeted by manufacturers offering shorter delivery times.

15 166. The coordinated nature of this supply restriction becomes apparent when
16 examining Manufacturer Defendants’ response to mounting backlogs. Despite lead
17 times ballooning from less than a year to two, three, four, and sometimes even more
18 years, Manufacturer Defendants declined to make substantial investments in
19 expanding production capacity. Firefighters’ Letter; *see, e.g.*, David Kroman,
20 *Firetruck Fleet Aging Faster Than Seattle Can Make Repairs*, GOV’T TECH. (Apr.
21 2, 2024), (“It used to take a year to replace a truck. Now, said Lombard, it’s 54 months
22 for a ladder truck — 4.5 years.”). Compared to average manufacturing companies,
23 these firms spend disproportionately small portions of their revenue—about 1 percent
24 in REV Group’s case—on upgrading buildings and equipment. Baker NYT Article.
25 As one former REV Group investor observed, “How can you have a \$4 billion backlog
26 and not spend any money to support it? It’s reflective of an uncompetitive market.”
27 *Id.*

28

1 167. This parallel conduct is insulated from competitive pressure by
2 Manufacturer Defendants’ other anticompetitive practices. The exclusive dealership
3 networks and market allocation agreements prevent purchasers from shopping outside
4 their assigned dealer regions even when facing multi-year-long backlogs. The use of
5 “floating” price terms allows Defendants to raise prices after orders are placed,
6 eliminating any financial penalty for delayed delivery. And because purchasers are
7 often required by law or contract to replace fire apparatus on periodic schedules, and
8 often “ earmark ” funds and put down deposits years in advance, they have no
9 meaningful ability to cancel orders in response to delays. As REV Group executives
10 have admitted, these constraints protect their sales even with multi-year delays, with
11 one executive noting that earmarked deposits mean the company can feel confident it
12 will not lose orders—even if delivery is delayed for years. Baker NYT Article (“Mark
13 Skonieczny, Rev Group’s current chief executive, said at a 2023 conference call that
14 the company did not expect the delays to cause cancellations because once a city sets
15 aside the money, it is ‘ earmarked ’ and Rev Group gets a deposit. ‘ That money is
16 allocated to those units, so we feel good about that. ’ ”)

17 168. The anticompetitive purpose and effect of this coordinated supply
18 restriction is evident in its results. By manufacturing scarcity in a market with inelastic
19 demand, Defendants have been able to impose and maintain supracompetitive prices
20 while simultaneously extending delivery times without fear of losing business to
21 competitors. Fire departments have been forced to rely on aging fleets that are more
22 prone to breakdowns, leaving public safety agencies dangerously under-equipped.
23 *See, e.g.,* Perkin Amalaraj, *Dozens of Fire Trucks Waiting for Repair While Fires*
24 *Ravage L.A.*, MSN News (Apr. 2025) (reporting that during the recent wildfires in
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26
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1 Los Angeles, over 100 of the Los Angeles Fire Department’s 183 fire trucks were out
2 of service, in part due to the inability to replace or repair them in a timely manner).³⁹

3 169. Defendants’ restriction of supply is not an unfortunate byproduct of
4 external conditions or natural market forces. It is a deliberate and coordinated
5 mechanism of their anticompetitive scheme, designed to create and exploit scarcity,
6 force price increases, and extract supracompetitive profits from public entities that
7 cannot delay or forego these critical safety purchases. The parallel nature of this
8 conduct across all major manufacturers, combined with their collective ability to
9 maintain these restrictions without competitive discipline, demonstrates that
10 Manufacturer Defendants have successfully coordinated to manipulate supply in
11 furtherance of their price-fixing conspiracy.

12 **b. Hub-and-Spoke: Market Allocation, Exclusive Dealing, &**
13 **Resale Price Maintenance**

14 170. Defendants orchestrate and participate in two, nearly identical hub-and-
15 spoke conspiracies, establishing dealer cartels that systematically diminish
16 competition in the fire apparatus market. In each scheme, the Manufacturer
17 Defendants serve as the “hubs,” the Dealer Defendants serve as the “spokes,” and the
18 exclusive dealing/territorial allocation agreements and shared resale price
19 maintenance technology (i.e., the configurators) form the “rims” that connect the
20 spokes and facilitate coordination among dealers. Thus, one conspiracy has Oshkosh
21 Group at the hub and Oshkosh Group Dealers at the spokes, and the other has REV
22 Group at the hub and REV Group Dealers at the spokes.

23 171. The hub-and-spoke structure operates as a mechanism for coordination
24 among dealers. Through their common participation in exclusive dealing/territorial
25 allocation agreements and their use of shared configurator technology, dealers who

26 _____
27 ³⁹ Available at: [https://www.msn.com/en-ae/news/other/dozens-of-fire-trucks-](https://www.msn.com/en-ae/news/other/dozens-of-fire-trucks-waiting-for-repair-while-fires-ravage-la/ar-BB1rr7vy)
28 [waiting-for-repair-while-fires-ravage-la/ar-BB1rr7vy](https://www.msn.com/en-ae/news/other/dozens-of-fire-trucks-waiting-for-repair-while-fires-ravage-la/ar-BB1rr7vy)

1 would otherwise compete with one another are brought into a coordinated framework
2 that eliminates meaningful competition. The result is a market where competition
3 between dealers—whether intra-brand or inter-brand—has been systematically
4 degraded.

5 172. *The Hubs: Manufacturer Defendants as Coordinating Centers.* Each
6 Manufacturer Defendant operates as a hub that coordinates the activities of multiple
7 dealers. Through their exclusive dealing/territorial allocation agreements, shared
8 configurator software, dealer meetings, and dealer advisory boards, Manufacturer
9 Defendants serve as central points through which information flows and coordination
10 occurs among a cartel of dealers who would otherwise compete with one another.

11 173. *The Spokes: Dealer Defendants as Coordinated Participants.* The
12 Dealer Defendants serve as the spokes extending from each manufacturer hub. While
13 these dealers are ostensibly independent businesses, their participation in the
14 exclusive dealing/territorial allocation agreements and their use of manufacturer-
15 controlled configurator systems makes them active participants in the anticompetitive
16 scheme. Each dealer’s conduct is coordinated through their hub manufacturer,
17 creating a cartel within which “competing” dealers align their behavior.

18 174. *The Rim: Exclusive Dealing Agreements and Configurator*
19 *Technology.* The rim of this hub-and-spoke conspiracy consists of two interconnected
20 elements: the exclusive dealing/territorial allocation agreements, and the shared
21 configurator technology.

22 175. *Market Allocation Through Exclusive Dealing Agreements.* Each
23 Manufacturer Defendant entered into exclusive dealing/territorial allocation
24 agreements with strategically selected Dealer Defendants across the United States.
25 These agreements create the structure that connects all spokes (dealers) within each
26 wheel and establishes the rules that govern their anticompetitive conduct. These
27 agreements impose a triple foreclosure on the market:

28

- 1 • *Dealer-territorial foreclosure*: Each agreement forecloses the Dealer
2 Defendant from selling any fire apparatus outside of their designated
3 territory—diminishing competition by preventing them from competing with
4 dealers (of any brand) outside of their territory, even when they could offer
5 better prices, faster delivery, superior service, or greater geographic proximity
6 to purchasers.
- 7 • *Dealer-brand foreclosure*: Each agreement forecloses the Dealer Defendant
8 from selling any brand other than the Manufacturer Defendant’s brands—
9 diminishing inter-brand competition by preventing them from offering better
10 brand options to customers that would prefer to purchase through that dealer.
- 11 • *Manufacturer-dealer foreclosure*: Each agreement forecloses any other dealer
12 from selling the Manufacturer Defendant’s brands within the designated
13 territory—eliminating all intra-brand competition between dealers by
14 preventing dealers from selling the same brand within the same territory.

15 176. The non-overlapping geographic territories created by the exclusive
16 dealing agreements effectively divide the entire United States among the
17 conspirators—and because public entity purchasers are immobile, the territorial
18 allocation is also a customer allocation. The non-overlapping nature of these
19 territories is a form of coordination, ensuring that no two dealers of the same brand
20 compete against each other and preventing purchasers from shopping around for
21 better terms for the same goods.

22 177. Defendants take this geographic allocation seriously, actively
23 monitoring and enforcing the territorial restrictions in their exclusive dealing
24 agreements. When dealers have been caught selling to customers outside their
25 designated territories, Manufacturer Defendants have intervened to coordinate
26 penalties and remedies—for example, by requiring the violating dealer to compensate
27 the dealer whose territory was encroached upon.

28

1 178. *Resale Price Maintenance Through Configurator Technology.* The
2 configurator systems serve as a critical component of the rim, providing a
3 technological mechanism for coordinating pricing across all dealers within each hub-
4 and-spoke network. Each Manufacturer Defendant requires its exclusive dealers to
5 use proprietary configurator software to design and price fire apparatus for customers.

6 179. These configurators are not merely design tools—they are instruments
7 of price coordination. When Dealer Defendants input specifications for a fire
8 apparatus using a Manufacturer Defendant's configurator, the software calculates and
9 displays a minimum allowable price. Manufacturer Defendants forbid Dealer
10 Defendants from proceeding with quotes, bids, or sales below these centrally
11 determined minimums.

12 180. Through the configurator system, Manufacturer Defendants effectively
13 engage in resale price maintenance by setting and enforcing minimum prices that their
14 dealers must charge customers. This eliminates price competition among dealers and
15 ensures that all participants in each hub-and-spoke network maintain coordinated
16 pricing discipline.

17 181. *Anticompetitive Effects of the Hub-and-Spoke Scheme.* This
18 coordinated system produces several harmful effects. It (1) completely eliminates
19 intra-brand dealer competition because the only dealers permitted to sell a given
20 Manufacturer Defendant's brands are forbidden from competing against one another
21 (for example, by offering better prices or delivery times); (2) diminishes inter-brand
22 competition because Dealer Defendants are forbidden from selling competitor
23 manufacturers' brands (limiting the ability of purchasers to compare options from
24 multiple manufacturers through a single dealer relationship);⁴⁰ and (3) impairs
25 _____

26 ⁴⁰ There is some indication that inter-brand competition may be further diminished by
27 inter-brand coordination. REV Group Vice President of Sales, Mike Virnig, was
28 reported as saying that he “won’t tolerate . . . negative selling”—describing the
(footnote continued)

1 competition generally by preventing dealers from selling to customers outside of their
2 designated territories. Thus, a fire department seeking a particular manufacturer’s
3 product is restricted to purchasing from a single, territorially-assigned dealer—
4 regardless of price, delivery timelines, or quality of service—and a fire department
5 committed to working through a specific dealer is restricted to purchasing a single
6 brand. Additionally, the exclusive dealing arrangements make it extremely difficult
7 for new manufacturers (were any to arise) to establish viable dealer relationships, as
8 virtually all significant dealers are locked into exclusive arrangements with existing
9 Manufacturer Defendants. And the configurator-enforced minimum pricing
10 eliminates price competition across each hub-and-spoke system’s dealer network.

11 182. Speaking more tangibly: the scheme inflates prices. We know this thanks
12 in part to a natural experiment facilitated by Oshkosh Group’s September 2021 partial
13 acquisition of BME, whereby Pierce acquired a 25% non-controlling stake in the
14 company. Prior to the partial acquisition, BME exclusively sold its fire apparatus
15 directly to consumers without utilizing dealers (“Direct Distribution Model”), but
16 after the deal it also started selling through Oshkosh Group’s exclusive dealer network
17 (“Dealer Distribution Model”). Pierce Mfg., Inc., *Pierce Manufacturing Completes*
18 *Ownership Interest in Boise Mobile Equipment* (Sept. 16, 2021).⁴¹ Accordingly, we
19 can compare the price of BME fire apparatus direct sales against its sales through
20 Oshkosh Group’s exclusive dealer network to see how big of an impact the exclusive
21 dealing scheme has on price.

22

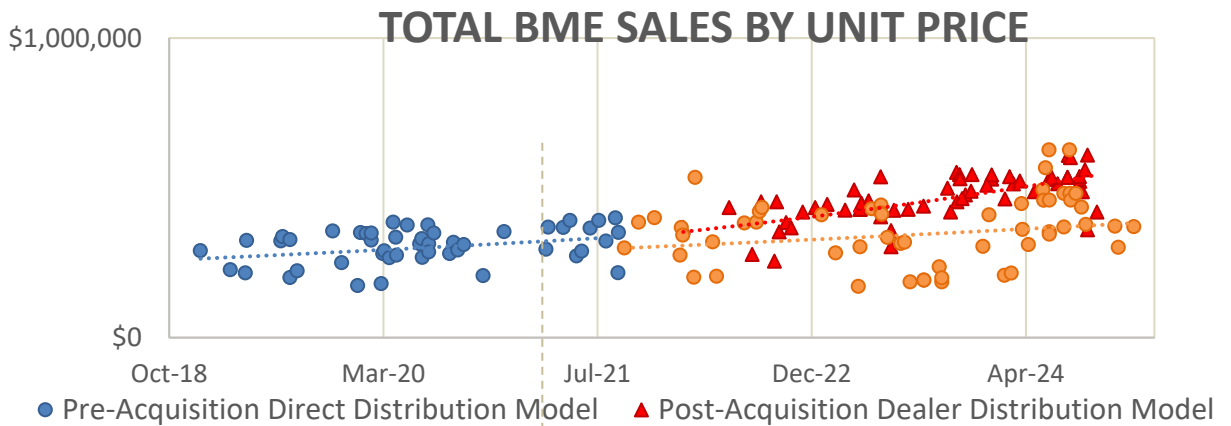
23

24 practice of marketing one brand by disparaging another. *REV Group Invests in the*
25 *Strength of Fire Apparatus Brands*,” Fire Apparatus Magazine (June 23, 2020). He
26 continued: “I won’t tolerate it *with our competitors*, and I won’t tolerate it within the
group. If I even get a hint or see anything like a dealer taking a shot at another dealer,
we step in and say, ‘Stop it.’” *Id.* (emphasis added).

27

28 ⁴¹ Available at: <https://www.piercemfg.com/pierce/press-release/pierce-manufacturing-completes-ownership-interest-in-boise-mobile-equipment>.

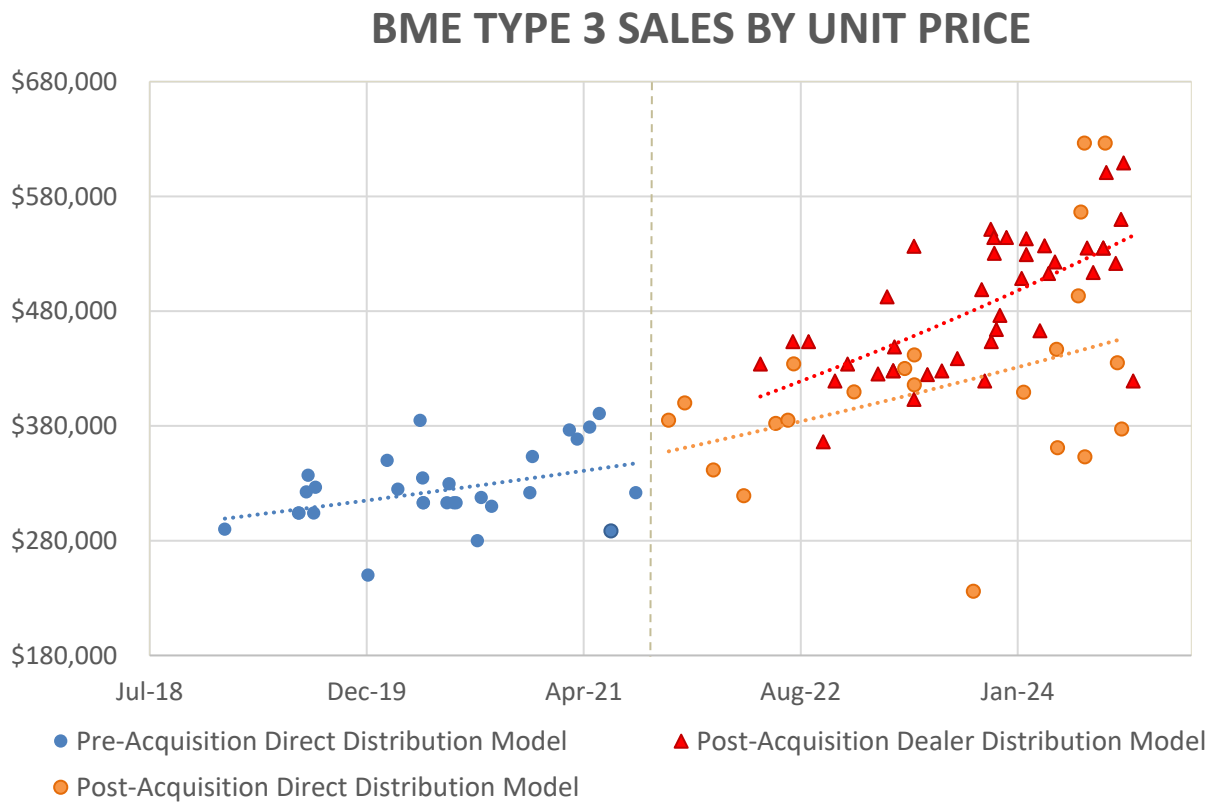
1 183. Under the pre-acquisition and post-acquisition Direct Distribution
 2 Model, prices for BME fire apparatus increased at an annualized interest rate of
 3 approximately 9.5% and 7.8%, respectively. But once plugged in to Oshkosh Group’s
 4 exclusive dealing scheme, prices for BME fire apparatus shot up at an annualized
 5 interest rate of approximately 17.7%. By the fourth quarter of 2024, BME fire
 6 apparatus sold through Oshkosh Group’s exclusive dealers cost, on average, more
 7 than \$160,000 and 40% more than those distributed through direct sales.



16 (Source: GovSpend.) And this difference is not a mere byproduct of different
 17 models being sold through different methods, because the phenomenon holds true
 18 even controlling for model.

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1 184. The Type 3 is BME's most popular model. Under the pre-acquisition and
 2 post-acquisition Direct Distribution Model, prices for BME Type 3 models increased
 3 at an annualized interest rate of approximately 5.9% and 8.8%, respectively. But
 4 through Oshkosh Group's Dealer Distribution Model, prices for BME Type 3 models
 5 increased at an annualized interest rate of approximately 13.5%, achieving an
 6 approximately 20% and \$90,000 average difference in just three years.



(Source: GovSpend.)

185. These increases demonstrate the inflationary impact that these exclusive dealing schemes have on prices.

c. Roll-Ups & Acquisitions

186. The fire apparatus market was already ultra-concentrated and vulnerable to further anticompetitive harm when Defendants engaged in a final wave of acquisitions that eliminated the last vestiges of meaningful competition. With an HHI

1 already far above the threshold at which DOJ and FTC consider a market “highly
2 concentrated,” any additional consolidation was presumptively anticompetitive and
3 virtually certain to cause substantial harm to competition.

4 187. Despite the market's extreme concentration, Defendants proceeded with
5 three competitively harmful acquisitions between 2020 and 2022: REV Group's 2020
6 acquisition of Spartan, Smeal, and LT; Oshkosh Group's 2021 partial acquisition of
7 BME; and Oshkosh Group's 2022 acquisition of Maxi-Metal. These transactions
8 further consolidated the market and provided Defendants with additional mechanisms
9 to restrict supply, control pricing, and exclude potential competition. As discussed
10 above, they used this additional power restrict supply and dramatically increase
11 prices. *See* Sec. III(e)(i) (“Skyrocketing” Prices and Profits), *supra*.

12 188. ***REV Group’s 2020 Acquisition: Spartan, Smeal, and LT.*** In February
13 2020, REV Group completed its acquisition of Spartan, Smeal, and LT, expanding its
14 control over both the fire apparatus manufacturing market and a critical upstream
15 market for custom chassis.

16 189. This acquisition was particularly harmful because acquiring Spartan
17 gave REV Group control over approximately six-sevenths of the third-party custom
18 chassis market. Each year, the fire apparatus industry receives about 700 orders for
19 apparatus built on third-party custom chassis. REV Group's Spartan supplies
20 approximately 600 of those chassis, while HME supplies the remaining 100. This
21 vertical integration allows REV Group to bottleneck its competitors’ production
22 capabilities.

23 190. Unlike HME, which sells chassis to any manufacturer who will pay,
24 REV Group has used its dominant position in the chassis market strategically. REV
25 Group selectively determines which competitors receive Spartan chassis and when
26 they receive them. This control allows REV Group to handicap smaller manufacturers
27 and restrict the overall supply of fire apparatus in the market while obtaining
28

1 competitively sensitive information about its competitors' production plans and
2 customer relationships.

3 191. Through its control of Spartan chassis supply, REV Group can
4 effectively determine which of its competitors succeed or fail. A manufacturer that
5 depends on Spartan chassis but falls out of favor with REV Group may find itself
6 unable to fulfill customer orders, while those that remain in REV Group's good graces
7 can continue production—subject to REV Group's supply constraints and information
8 gathering. Further, by restricting production or distribution of Spartan chassis, REV
9 Group can protect its own supply restriction conspiracy by preventing competitors
10 from meeting the demand that REV Group and Oshkosh Group refuse to supply.

11 192. REV Group also acquired Smeal and LT, further consolidating the
12 market by eliminating two additional independent manufacturers. These acquisitions
13 removed potential sources of competitive pressure and added their production
14 capacity to REV Group's arsenal of supply restriction tools.

15 193. Although these acquisitions occurred in 2020, the harm they imposed
16 manifested during the Class Period.

17 194. *Oshkosh Group's 2021 partial acquisition of BME.* In September 2021,
18 Oshkosh Group's Pierce acquired a 25% non-controlling ownership stake in BME.
19 Areeda and Hovenkamp have explained why such acquisitions are disfavored and can
20 constitute Clayton Act Section 7 violations:

21 An acquisition of part of the stock of a competitor may
22 affect the situation and competitive decisions of either
23 company. The acquired firm might be prejudiced, or the
24 competitive zeal of each firm might be reduced. Indeed,
25 these effects could be realized even at fairly small
26 ownership percentages. For example, if GM were a 10
27 percent shareholder in Ford, it might not have enough
28 shares to assert significant control, but it might be inclined

1 to be far less aggressive against a firm in whom it had a
2 significant investment. Further, Ford's management might
3 be less aggressive so as not to offend a large shareholder.

4 Antitrust Law ¶ 1203b. Indeed, they go on to explain that partial acquisitions are
5 sometimes more suspect than whole acquisitions:

6 Ordinarily, there can be no efficiencies without the
7 integration of control. The legitimate reason for a partial
8 acquisition of, say, a rival would presumably be its
9 attractiveness as an investment in an industry that the
10 acquirer knows intimately. But the universe of portfolio
11 investments seems so broad that forbidding acquisitions of
12 competitors and the like would not appreciably narrow the
13 acquirer's investment opportunities. Thus, the balance of
14 harm and benefit might seem generally less favorable to
15 partial acquisitions than to full acquisitions.

16 *Id.* at 1203d.

17 195. As part of the transaction, BME began selling through Oshkosh Group's
18 exclusive dealer network and, as shown above, those prices increased at a much
19 greater rate than the direct sales.

20 196. The harm that this partial acquisition imposed manifested during the
21 Class Period.

22 197. *Oshkosh Group's 2022 acquisition of Maxi-Metal.* In 2022, Oshkosh
23 Group completed its acquisition of fire apparatus manufacturer, Maxi-Metal, Inc. This
24 acquisition further consolidated the already ultra-concentrated fire apparatus market
25 and eliminated another independent competitor that could have provided competitive
26 pressure on pricing and delivery times.

27 198. The acquisition of Maxi-Metal was harmful because it removed one of
28 the few remaining independent manufacturers with significant production capacity.

1 Rather than compete against Maxi-Metal's offerings, Oshkosh Group simply absorbed
2 the company and its production capabilities, further reducing the number of
3 independent operators in an already concentrated market.

4 199. This acquisition also demonstrates Defendants' strategy of using
5 acquisitions to prevent the emergence of competitive alternatives. Rather than
6 allowing Maxi-Metal to potentially expand its operations or reduce prices to gain
7 market share, Oshkosh Group removed it from the competitive landscape entirely.

8 200. In total, these acquisitions served not to promote efficiency or consumer
9 welfare, but to reduce competitive pressures in the market, to reduce the threat that a
10 manufacturer might increase production capacity, and to exert pricing power over
11 vulnerable public entities. The resulting concentration has enabled Defendants to
12 extract supracompetitive prices with impunity.

13 **V. HARM TO COMPETITION**

14 201. Defendants' antitrust conspiracy had the following effects, among
15 others:

- 16 1. Supply of fire apparatus has been artificially restricted;
- 17 2. The delivery schedules of fire apparatus have been fixed,
18 protracted, or stabilized at artificially elongated timelines;
- 19 3. The prices of fire apparatus have been fixed, raised, maintained,
20 or stabilized at artificially inflated levels;
- 21 4. Price competition has been restrained or eliminated with respect
22 to the pricing of fire apparatus;
- 23 5. Quality competition has been restrained or eliminated with respect
24 to delivery timelines, convenience, and servicing quality;
- 25 6. Convenience has been diminished by restricting the dealers from
26 which purchasers can buy fire apparatus;
- 27 7. Servicing quality and prices have been diminished by restricting
28 the dealers from which purchasers can buy fire apparatus;

1 8. Purchasers of fire apparatus have paid artificially inflated prices,
2 suffered artificially imposed inconveniences, received artificially
3 degraded servicing, and endured artificially elongated delivery
4 timelines;

5 9. Purchasers of fire apparatus have been deprived of the benefits of
6 free and open competition.

7 202. The purpose of the conspiratorial and unlawful conduct of Defendants
8 and their co-conspirators was to suppress competition and to fix, raise, stabilize and/or
9 maintain the price of fire apparatus.

10 203. The precise amount of the overcharge impacting the prices of fire
11 apparatus paid by Plaintiff and the Class can be measured and quantified using well-
12 accepted models.

13 204. By reason of the alleged violations of the antitrust laws, Plaintiff and the
14 members of the Class have sustained injury to their property, among other things,
15 having paid higher prices for fire apparatus than they would have in the absence of
16 Defendants' illegal contracts, combinations, or conspiracies and, as a result, have
17 suffered damages in an amount presently undetermined. This is an antitrust injury of
18 the type that the antitrust laws were meant to punish and prevent.

19 **VI. DEFENDANTS FRAUDULENTLY CONCEALED THEIR ILLEGAL**
20 **ANTICOMPETITIVE CONDUCT**

21 205. Plaintiff and the Class members could not have discovered through the
22 exercise of reasonable diligence that the inflated prices they endured were the result
23 of illegal anticompetitive conduct. Defendants took affirmative steps to fraudulently
24 conceal their conspiracy from Plaintiff and the Class, thereby tolling the statute of
25 limitations applicable to the claims.

26 206. Defendants and their co-conspirators kept the existence and details of
27 their anticompetitive conduct secret, including by:

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- 1 • Structuring their conspiracy through private communications and
2 closed-door meetings;
- 3 • Entering exclusive dealing arrangements and structuring those
4 arrangements to appear as independent business decisions rather than
5 horizontal agreements to allocate markets; and
- 6 • Presenting supracompetitive price increases as the product of inflation or
7 cost increases, when in fact they were the result of collusive conduct and
8 manufactured scarcity.

9 207. Because of this concealment, Plaintiff and the Class could not have
10 discovered the existence of their claims until shortly before the filing of this
11 Complaint, when investigative reporting, whistleblower disclosures, trade
12 publications, and statements by public officials and fire department purchasers
13 revealed for the first time the underlying facts demonstrating collusion, market
14 allocation, and coordinated restrictions on supply and pricing.

15 208. As a result of Defendants' fraudulent concealment, the statute of
16 limitations applicable to Plaintiff's claims has been tolled. Further, Plaintiff and the
17 Class are entitled to equitable tolling of the statute of limitations, or to assert a
18 continuing violation theory, such that all conduct alleged herein is actionable
19 regardless of when it began.

20 **VII. CLASS ACTION ALLEGATIONS**

21 209. Plaintiff brings this action on behalf of itself, and on behalf of members
22 of the following class (the "Class"), under Federal Rules of Civil Procedure 23(a) and
23 (b)(3), and/or (b)(2), and/or (c)(4):

24 All public entities in the United States and its territories that
25 purchased fire apparatus (1) manufactured by the
26 Manufacturer Defendants, (2) through a Dealer Defendant,
27 (3) at any time from the first moment they were injured by
28

1 Defendants' anticompetitive conduct until the present (the
2 "Class Period").

3 210. This Class includes a Subclass of persons and entities located in
4 California who during the Class Period purchased fire apparatus made by or from
5 Defendants. This subclass will be referred to herein as the "State Law Subclass."

6 211. The following are specifically excluded from the Class and the State Law
7 Subclass: any persons or entities that purchased any fire apparatus from Defendants
8 solely for the purpose of reselling them to others, any judicial officer presiding over
9 this action and the members of their immediate family and judicial staff; any juror
10 assigned to this action; and any co-conspirator identified during the course of this
11 action.

12 212. At least hundreds of entities have purchased a fire apparatus
13 manufactured by Defendants during the Class Period.

14 213. Plaintiff's claims are typical of the claims of the Class and where
15 applicable, the State Law Subclass.

16 214. Plaintiff and all members of the Class and the State Law Subclass were
17 injured in the form of overcharges and delivery delays caused by Defendants'
18 anticompetitive conduct.

19 215. Plaintiff will fairly and adequately protect and represent the interests of
20 the Class and the State Law Subclass. Plaintiff's interests are not antagonistic to those
21 of the Class or the State Law Subclass.

22 216. Plaintiff is represented by counsel who are experienced and competent
23 in the prosecution of complex class action antitrust litigation.

24 217. Questions of law and fact are common to the members of the Class or
25 the State Law Subclass and predominate over questions, if any, that may affect only
26 individual members because Defendants have acted on grounds generally applicable
27 to the entire Class and State Law Subclass. Such generally applicable conduct is
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1 inherent in Defendants’ anticompetitive conduct in the Relevant Market, as more fully
2 alleged above.

3 218. Questions of law and fact common to the Class and the State Law
4 Subclass include:

- 5 • Whether the Defendants intentionally or unlawfully impaired or impeded
6 competition in the Relevant Market;
- 7 • Whether the Defendants have, or attempted to obtain or maintain, monopoly or
8 market power in the Relevant Market;
- 9 • Whether the Defendants willfully maintained or enhanced their monopoly or
10 market power in the Relevant Market;
- 11 • What effect the Defendants’ conduct had on prices for fire apparatus;
- 12 • What effect the Defendants’ conduct had on delivery delays;
- 13 • Whether the Defendants’ conduct caused antitrust injury to Plaintiff and
14 members of the Class and the State Law Subclass in the nature of overcharges;
15 and
- 16 • What the proper measure of damages is.

17 219. The Class and the State Law Subclass are readily identifiable and are
18 ones for which records should exist.

19 220. Class action treatment is a superior method for the fair and efficient
20 adjudication of the controversy in that, among other things, such treatment will permit
21 a large number of similarly situated persons to prosecute their common claims in a
22 single forum simultaneously, efficiently, and without the unnecessary duplication of
23 effort and expense that numerous individual actions would engender. The benefits of
24 proceeding through the class mechanism, including providing injured persons or
25 entities with a method for obtaining redress for claims that might not be practicable
26 for them to pursue individually, substantially outweigh any difficulties that might
27 arise in management of this class action.

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1 221. Plaintiff knows of no difficulty to be encountered in maintenance of this
2 action as a class action.

3 **VIII. CLAIMS FOR RELIEF**

4 **a. Violations of Federal Antitrust Laws**

5 **ii. First Claim for Relief**
6 **Violation of Sherman Act Section 1 (15 U.S.C. § 1)**
7 **(On Behalf of the Class – Against Defendants)**

8 222. Plaintiff incorporates and realleges, as though fully set forth herein, each
9 and every allegation set forth in the preceding paragraphs of this Complaint.

10 223. Beginning at a time currently unknown to Plaintiff, but at least as early
11 as April 21, 2022 (further investigation and discovery may reveal an earlier date), and
12 continuing through the present, and as described in the complaint above, Defendants
13 willfully entered into contracts, combinations, conspiracies, and agreements with one
14 another to facilitate the following acts:

15 a. ***Collusive supply restriction.*** Manufacturer Defendants conspired
16 to forgo competition and inflate prices by restricting the supply of
17 fire apparatus amidst surging demand.

18 b. ***Hub-and-spoke: market allocation, exclusive dealing, and resale***
19 ***price maintenance.*** Manufacturer Defendants and Dealer
20 Defendants entered into hub-and-spoke conspiracies through
21 exclusive dealing agreements that allocated the market and
22 foreclosed various forms of competition. Defendants also engaged
23 in resale price maintenance through the use of shared configurator
24 software, which established price floors.

25 224. The purpose and effect of these acts, individually and in combination
26 with one another, was to harm competition and unreasonably restrain trade.

27 225. These acts occurred within the flow of, and substantially affected,
28 interstate commerce.

1 226. Defendants had market power when engaging in these acts.

2 227. Any proffered business justification or asserted pro-competitive benefits
3 for these acts would be pre-textual, outweighed by the anticompetitive effects of the
4 aforementioned conduct, and in any event could be achieved by means less restrictive
5 than the conduct alleged herein.

6 228. These contracts, combinations, and/or conspiracies are *per se* violations
7 of Section 1 of the Sherman Antitrust Act, 15 U.S.C. § 1. Alternatively, they are
8 “quick look” or rule of reason violations of Section 1 of the Sherman Antitrust Act.

9 229. Plaintiff and Class members purchased fire apparatus from Defendants
10 at supracompetitive prices and endured undue delivery delays, suffering material
11 antitrust injury and damages as a proximate result of their violative conduct.

12 230. Plaintiff and Class members have sustained injury to their property,
13 among other things, by reason of the above-described violation of the antitrust laws,
14 within the meaning of Section 4 of the Clayton Antitrust Act, 15 U.S.C. § 15.

15 231. Plaintiff and Class members are threatened with irreparable and
16 immediate future injury to their property, among other things, by reason of the above-
17 described continuing violation of the antitrust laws, within the meaning of Section 16
18 of the Clayton Antitrust Act, 15 U.S.C. § 26.

19 232. Plaintiff and members of the Class are entitled to recover damages for
20 the injury caused by Defendants wrongful conduct, and to an injunction against them,
21 preventing and restraining the violations alleged herein.

22 **iii. Second Claim for Relief**
23 **Violation of Sherman Act Section 2 (15 U.S.C. § 2) –**
24 ***Monopolization or Attempted Monopolization, & Combination***
25 ***and Conspiracy to Monopolize***
26 **(On Behalf of the Class – Against Oshkosh Group and**
27 **Oshkosh Group Dealers)**

28 233. Plaintiff incorporates and realleges, as though fully set forth herein, each
and every allegation set forth in the preceding paragraphs of this Complaint.

1 234. At all times relevant to assessing its conduct, Oshkosh Group and
2 Oshkosh Group Dealers had monopoly power in the Relevant Market, or attempted
3 to obtain monopoly power in the Relevant Market and created a dangerous probability
4 of achieving it.

5 235. Beginning at a time currently unknown to Plaintiff, but at least as early
6 as April 21, 2022 (further investigation and discovery may reveal an earlier date), and
7 continuing through the present, and as described in the complaint above, Oshkosh
8 Group and Oshkosh Group Dealers willfully engaged in the following conduct:

9 a. *Exclusive dealing and market allocation.* Oshkosh Group and
10 Oshkosh Group Dealers entered into exclusive dealing agreements
11 that allocated the market and foreclosed various forms of
12 competition, including by deterring new market entrants.

13 236. The purpose and effect of these acts, individually and in combination
14 with one another, was to prevent, exclude, foreclose, and harm competition, and to
15 obtain or maintain monopoly power, or to create the dangerous probability of
16 achieving monopoly power.

17 237. These acts occurred within the flow of, and substantially affected,
18 interstate commerce.

19 238. Any proffered business justification or asserted pro-competitive benefits
20 for these acts would be pre-textual, outweighed by the anticompetitive effects of the
21 aforementioned conduct, and in any event could be achieved by means less restrictive
22 than the conduct alleged herein.

23 239. Oshkosh Group and Oshkosh Group Dealers violated Section 2 of the
24 Sherman Act, 15 U.S.C. § 2, by willfully maintaining or acquiring monopoly power
25 in the Relevant Market through the aforementioned anticompetitive conduct.

26 240. Plaintiff and Class members purchased fire apparatus from Oshkosh
27 Group and Oshkosh Group Dealers at supracompetitive prices, suffering material
28 antitrust injury and damages as a proximate result of their violative conduct.

1 241. Plaintiff and Class members have sustained injury to their property,
2 among other things, by reason of the above-described violation of the antitrust laws,
3 within the meaning of Section 4 of the Clayton Antitrust Act, 15 U.S.C. § 15.

4 242. Plaintiff and Class members are threatened with irreparable and
5 immediate future injury to their property, among other things, by reason of the above-
6 described continuing violation of the antitrust laws, within the meaning of Section 16
7 of the Clayton Antitrust Act, 15 U.S.C. § 26.

8 243. Plaintiff and members of the Class are entitled to recover damages for
9 the injury caused by Oshkosh Group and Oshkosh Group Dealers, and to an injunction
10 against them, preventing and restraining the violations alleged herein.

11 **iv. Third Claim for Relief**
12 **Violation of Sherman Act Section 2 (15 U.S.C. § 2) – *Attempted***
13 ***Monopolization & Combination and Conspiracy to Monopolize***
14 **(On Behalf of the Class – Against REV Group and REV**
Group Dealers)

15 244. Plaintiff incorporates and realleges, as though fully set forth herein, each
16 and every allegation set forth in the preceding paragraphs of this Complaint.

17 245. At all times relevant to assessing its conduct, REV Group and REV
18 Group Dealers attempted to obtain monopoly power in the Relevant Market and
19 created a dangerous probability of achieving it.

20 246. Beginning at a time currently unknown to Plaintiff, but at least as early
21 as April 21, 2022 (further investigation and discovery may reveal an earlier date), and
22 continuing through the present, and as described in the complaint above, REV Group
23 and REV Group Dealers willfully engaged in the following conduct:

- 24 a. ***Exclusive dealing and market allocation.*** REV Group and REV
25 Group Dealers entered into exclusive dealing agreements that
26 allocated the market and foreclosed various forms of competition,
27 including by deterring new market entrants.

1 247. The purpose and effect of these acts, individually and in combination
2 with one another, was to prevent, exclude, foreclose, and harm competition, and to
3 obtain monopoly power.

4 248. These acts occurred within the flow of, and substantially affected,
5 interstate commerce.

6 249. Any proffered business justification or asserted pro-competitive benefits
7 for these acts would be pre-textual, outweighed by the anticompetitive effects of the
8 aforementioned conduct, and in any event could be achieved by means less restrictive
9 than the conduct alleged herein.

10 250. REV Group and REV Group Dealers violated Section 2 of the Sherman
11 Act, 15 U.S.C. § 2, by willfully attempting to obtain monopoly power in the Relevant
12 Market through the aforementioned anticompetitive conduct.

13 251. Plaintiff and Class members purchased fire apparatus from REV Group
14 and REV Group Dealers at supracompetitive prices, suffering material antitrust injury
15 and damages as a proximate result of their violative conduct.

16 252. Plaintiff and Class members have sustained injury to their property,
17 among other things, by reason of the above-described violation of the antitrust laws,
18 within the meaning of Section 4 of the Clayton Antitrust Act, 15 U.S.C. § 15.

19 253. Plaintiff and Class members are threatened with irreparable and
20 immediate future injury to their property, among other things, by reason of the above-
21 described continuing violation of the antitrust laws, within the meaning of Section 16
22 of the Clayton Antitrust Act, 15 U.S.C. § 26.

23 254. Plaintiff and members of the Class are entitled to recover damages for
24 the injury caused by REV Group and REV Group Dealers, and to an injunction against
25 them, preventing and restraining the violations alleged herein.

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**v. Fourth Claim for Relief
Violation of Clayton Act Section 3 (15 U.S.C. § 14)
(On Behalf of the Class – Against Defendants)**

255. Plaintiff incorporates and realleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

256. Beginning at a time currently unknown to Plaintiff, but at least as early as April 21, 2022 (further investigation and discovery may reveal an earlier date), and continuing through the present, and as described in the complaint above, Defendants willfully engaged in the following conduct:

- a. *Exclusive dealing.* Manufacturer Defendants and Dealer Defendants entered into exclusive dealing agreements that foreclosed various forms of competition, including by conditioning the ability to sell a given Manufacturer Defendants’ goods on the Dealer Defendants’ agreement not to deal in other manufacturers’ goods.

257. The purpose and effect of these acts was to substantially lessen competition or tend to create a monopoly in the Relevant Market.

258. These acts occurred within the flow of, and substantially affected, interstate commerce.

259. Any proffered business justification or asserted pro-competitive benefits for these acts would be pre-textual, outweighed by the anticompetitive effects of the aforementioned conduct, and in any event could be achieved by means less restrictive than the conduct alleged herein.

260. Defendants violated Section 3 of the Clayton Act, 15 U.S.C. § 14, by engaging the aforementioned acts.

261. Plaintiff and Class members purchased fire apparatus from Defendants at supracompetitive prices, suffering material antitrust injury and damages as a proximate result of their violative conduct.

1 262. Plaintiff and Class members have sustained injury to their property,
2 among other things, by reason of the above-described violation of the antitrust laws,
3 within the meaning of Section 4 of the Clayton Antitrust Act, 15 U.S.C. § 15.

4 263. Plaintiff and Class members are threatened with irreparable and
5 immediate future injury to their property, among other things, by reason of the above-
6 described continuing violation of the antitrust laws, within the meaning of Section 16
7 of the Clayton Antitrust Act, 15 U.S.C. § 26.

8 264. Plaintiff and members of the Class are entitled to recover damages for
9 the injury caused by Defendants' wrongful conduct, and to an injunction against them,
10 preventing and restraining the violations alleged herein.

11 **vi. Fifth Claim for Relief**
12 **Violation of Clayton Act Section 7 (15 U.S.C. § 18) (On Behalf**
13 **of the Class – Against Oshkosh Group, BME, and REV**
14 **Group)**

15 265. Plaintiff incorporates and realleges, as though fully set forth herein, each
16 and every allegation set forth in the preceding paragraphs of this Complaint.

17 266. Beginning at a time currently unknown to Plaintiff, but at least as early
18 as April 21, 2022 (further investigation and discovery may reveal an earlier date), and
19 continuing through the present, and as described in the complaint above, Oshkosh
20 Group, BME, and REV Group willfully engaged in the following conduct:

21 a. ***Roll-ups and acquisitions.*** Oshkosh Group and REV Group engaged
22 in anticompetitive acquisitions and partial acquisitions, further
23 consolidating an already ultra-concentrated industry, and reducing
24 competition.

25 267. The purpose and effect of these acts, individually and in combination
26 with one another, was to substantially lessen competition and to tend to create a
27 monopoly in the Relevant Market.
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1 268. These acts occurred within the flow of, and substantially affected,
2 interstate commerce.

3 269. Any proffered business justification or asserted pro-competitive benefits
4 for these acts would be pre-textual, outweighed by the anticompetitive effects of the
5 aforementioned conduct, and in any event could be achieved by means less restrictive
6 than the conduct alleged herein.

7 270. Oshkosh Group, BME, and REV Group violated Section 7 of the Clayton
8 Act, 15 U.S.C. § 18, by engaging the aforementioned acts.

9 271. Plaintiff and Class members purchased fire apparatus from Defendants
10 at supracompetitive prices, suffering material antitrust injury and damages as a
11 proximate result of their violative conduct.

12 272. Plaintiff and Class members have sustained injury to their property,
13 among other things, by reason of the above-described violation of the antitrust laws,
14 within the meaning of Section 4 of the Clayton Antitrust Act, 15 U.S.C. § 15.

15 273. Plaintiff and Class members are threatened with irreparable and
16 immediate future injury to their property, among other things, by reason of the above-
17 described continuing violation of the antitrust laws, within the meaning of Section 16
18 of the Clayton Antitrust Act, 15 U.S.C. § 26.

19 274. Plaintiff and members of the Class are entitled to recover damages for
20 the injury caused by Oshkosh Group, BME, and REV Group's wrongful conduct.

21 **b. Violations of State Laws**

22 275. Plaintiff incorporates and realleges, as though fully set forth herein, each
23 and every allegation set forth in the preceding paragraphs of this Complaint.

24 276. The above-alleged conduct will, when proven, establish claim under the
25 state antitrust and consumer protection laws cited below.

26 277. Each Defendant's above-described conduct constitutes unfair
27 competition, unconscionable conduct, and deceptive acts and practices in violation
28 of the state consumer protection statute set forth below. As a direct and proximate

1 result of Defendants’ anticompetitive, deceptive, unfair, and/or unconscionable
2 acts or practices, Plaintiff and members of the Class paid higher prices for fire
3 apparatus than they should have.

4 278. The gravity of harm from Defendants’ wrongful conduct significantly
5 outweighs any conceivable utility from that conduct. Plaintiff and State Law
6 Subclass members could not reasonably have avoided injury from Defendants’
7 wrongful conduct.

8 279. There was and is a gross disparity between the price that Plaintiff and
9 members of the State Law Subclass paid for fire apparatus and the value they
10 received.

11 280. The following claims for relief are pleaded on behalf of Plaintiff and
12 members of the State Law Subclass.

13 **i. Sixth Claim for Relief**
14 **Violation of California’s Cartwright Act (Cal. Bus. & Prof.**
15 **Code § 16700, et seq.)**
16 **(On Behalf of the State Law Subclass – Against Defendants)**

17 281. Plaintiff incorporates and realleges, as though fully set forth herein,
18 each and every allegation set forth in the preceding paragraphs of this Complaint.

19 282. The California Business & Professions Code generally governs
20 conduct of corporate entities. The Cartwright Act, Cal. Bus. & Prof. Code §§
21 16700-16770, governs antitrust violations in California.

22 283. California policy is that “vigorous representation and protection of
23 consumer interests are essential to the fair and efficient functioning of a free
24 enterprise market economy,” including by fostering competition in the
25 marketplace. Cal. Bus. & Prof. Code § 301.

26 284. A trust in California is any combination of capital, skills or acts by
27 two or more persons intended for various purposes, including but not limited to
28 creating or carrying out restrictions in trade or commerce, limiting or reducing the

1 production or increasing the price of any commodity, or preventing competition
2 in the market for a commodity. Cal. Bus. & Prof. Code § 16720. Every trust in
3 California is unlawful except as provided by the Code. *Id.* § 16726.

4 285. Each Defendant entered into a contract, combination, or conspiracy
5 between two or more persons in restraint of, or to monopolize, trade of commerce
6 in the Relevant Market, a substantial part of which occurred within California.

7 286. Each Defendant established, maintained, or used a monopoly, or
8 attempted to establish a monopoly, of trade or commerce in the Relevant Market,
9 a substantial part of which occurred within California, for the purpose of excluding
10 competition or controlling, fixing, or maintaining prices in the Relevant Market.

11 287. Defendants enacted a combination of capital, skill or acts for the
12 purpose of creating and carrying out restrictions in trade or commerce, in violation
13 of Cal. Bus. & Prof. Code § 16700, *et seq.*

14 288. Specifically, this claim is based on the following legal theories, as
15 more fully alleged above:

16 289. ***Collusive supply restriction.*** Manufacturer Defendants entered into a
17 combination and conspiracy to restrict the supply of fire apparatus in order to
18 artificially inflate prices.

19 290. ***Hub-and-spoke conspiracy for market allocation, exclusive dealing,***
20 ***and resale price maintenance.*** Manufacturer Defendants and Dealer Defendants
21 entered into combination and conspiracy through exclusive dealing agreements that
22 allocated the market geographically and foreclosed competition, and through
23 configurator software that established and enforced minimum resale prices.

24 291. Plaintiff and/or other members of the Class purchased fire apparatus
25 within the State of California during the Class Period. But for each Defendant's
26 conduct set forth herein, the price of fire apparatus would have been lower and the
27 delivery of fire apparatus would have occurred more quickly, the amount and value
28 of which shall be determined at trial.

1 292. Plaintiff and members of the Class were injured in their property,
2 among other things, with respect to purchases of fire apparatus in California and
3 are entitled to all forms of relief, including recovery of treble damages, interest,
4 and injunctive relief, plus reasonable attorneys' fees and costs.

5 **ii. Seventh Claim for Relief**
6 **Violation of California's Unfair Competition Law (The**
7 **"UCL") (Cal. Bus. & Prof. Code § 17200, et seq.)**
8 **(On Behalf of the State Law Subclass – Against**
9 **Defendants)**

9 293. Plaintiff incorporates and realleges, as though fully set forth herein,
10 each and every allegation set forth in the preceding paragraphs of this Complaint.

11 294. The violations of federal antitrust law set forth above also constitute
12 violations of Section 17200, *et seq.*, of the California Business and Professions
13 Code.

14 295. Defendants have engaged in unfair competition in violation of the
15 UCL by engaging in the acts and practices specified above and as follows:

16 296. **Unlawful.** Defendants' conduct violated, and continues to violate, (a) the
17 federal antitrust laws, including Section 1 of the Sherman Act (collusive supply
18 restriction and hub-and-spoke conspiracy), Section 2 of the Sherman Act
19 (monopolization and attempted monopolization through exclusive dealing), Section 3
20 of the Clayton Act (exclusive dealing), and Section 7 of the Clayton Act
21 (anticompetitive acquisitions); and (b) the Cartwright Act (collusive supply restriction
22 and hub-and-spoke conspiracy involving market allocation, exclusive dealing, and
23 resale price maintenance), as set forth in the Sixth Claim for Relief.

24 297. **Unfair.** Defendants' conduct is unfair because their anticompetitive
25 practices—including coordinated supply restriction, territorial market allocation
26 through exclusive dealing agreements, resale price maintenance through configurator
27 software, and anticompetitive acquisitions—have caused substantial injury to
28 Plaintiff and members of the Class, which injury is not outweighed by any

1 countervailing benefits to consumers or competition and which Plaintiff and members
2 of the Class could not reasonably have avoided.

3 298. *Fraudulent.* Defendants' conduct is fraudulent because they concealed
4 their anticompetitive conduct and misrepresented the causes of supracompetitive
5 price increases as being attributable to inflation or input costs, rather than their
6 coordinated restriction of supply, market allocation, and price-fixing.

7 299. This claim is instituted pursuant to Sections 17203 and 17204 of the
8 California Business and Professions Code, to obtain restitution from these
9 Defendants for acts, as alleged herein, that violated the UCL.

10 300. Defendants' conduct as alleged herein violated the UCL. The acts,
11 omissions, misrepresentations, practices, and non-disclosures of Defendants, as
12 alleged herein, constituted a common, continuous, and continuing course of
13 conduct of unfair competition by means of unfair, unlawful, and/or fraudulent
14 business acts or practices within the meaning of the UCL, including, but not
15 limited to, the violations of Section 16720, *et seq.*, of California Business and
16 Professions Code, set forth above.

17 301. Plaintiff and members of the Class are entitled to, *inter alia*, full
18 restitution and/or disgorgement of all revenues, earnings, profits, compensation,
19 and benefits that may have been obtained by defendants as a result of such business
20 acts or practices.

21 302. The illegal conduct alleged herein is continuing and there is no
22 indication that Defendants will not continue such activity into the future.

23 303. The unlawful and unfair business practices of each Defendant have
24 caused and continue to cause members of the Class to pay supracompetitive and
25 artificially inflated prices for fire apparatus sold in the State of California. Plaintiff
26 and/or other members of the Class suffered injury in fact and lost money or
27 property as a result of such unfair competition.

28

1 304. As alleged in this Complaint, Defendants have been unjustly enriched
2 as a result of their wrongful conduct and by Defendants' unfair competition.
3 Plaintiff and the members of the Class are accordingly entitled to equitable relief
4 including restitution and/or disgorgement of all revenues, earnings, profits,
5 compensation, and benefits that may have been obtained by Defendants as a result
6 of such business practices, pursuant to California Business and Professions Code
7 Sections 17203 and 17204.

8 **IX. PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, on behalf of itself and the proposed Class, respectfully ask
10 the Court for a judgment that:

- 11 a. Certifies the Class pursuant to Federal Rules of Civil Procedure 23(a),
12 23(b)(2), and 23(b)(3) and directs that reasonable notice of this action,
13 as provided by Federal Rule of Civil Procedure 23(c)(2), be given to the
14 Class, and declares Plaintiff as representatives of the Class;
- 15 b. Appoints Plaintiff and their attorneys as class representatives and class
16 counsel, respectively;
- 17 c. Enters judgment against Defendants, and in favor of Plaintiff and the
18 Class, holding Defendants liable for the antitrust violations alleged;
- 19 d. Awards a declaratory judgment that Defendants' conduct was done for
20 illegal, anticompetitive purposes, was an unreasonable restraint of trade,
21 and had anticompetitive effects on the Relevant Market in violation of
22 Sherman Antitrust Act Sections 1 and 2, and Clayton Act Sections 3 and
23 7;
- 24 e. Grants permanent injunctive relief:
- 25 i. Enjoining Defendants from engaging in future anticompetitive
26 conduct with the purpose or effect of foreclosing the Relevant
27 Market to competition from actual or potential rivals; and
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- ii. Requiring Defendants to take affirmative steps to dissipate the continuing effects of their prior unlawful conduct.
- f. Awards Plaintiff and the Class actual, treble, and exemplary damages as permitted and as sustained by reason of the antitrust violations alleged herein, plus interest in accordance with the law;
- g. Awards such equitable relief as is necessary to correct for the anticompetitive market effects caused by Defendants’ unlawful conduct, including disgorgement, restitution, and the creation of a constructive trust;
- h. Awards Plaintiff and the Class their costs of suit, including reasonable attorneys’ fees provided by law; and
- i. Directs such further relief as it may deem just and proper.

X. DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury on all issues so triable.

1 Dated: April 21, 2026

Respectfully submitted,
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