

CHRISTOPHER W. PAYNE, Town Attorney
State Bar No. 025674
GILBERT TOWN ATTORNEY'S OFFICE
50 E. Civic Center Drive
Gilbert, AZ 85296
Email: chris.payne@gilbertaz.gov
Telephone: (480) 503-6168

JOSEPH C. TANN
State Bar No. 029254
**LAW OFFICE OF JOSEPH C. TANN,
PLLC**
7735 N. 78th Street
Scottsdale, AZ 85258
Email: JosephTann@josephtann.com
Telephone: (602) 432-4241

CATHERINE S. SIMONSEN
pro hac vice forthcoming
SIMONSEN SUSSMAN LLP
418 Bamboo Lane, Suite C-18
Los Angeles, CA 90012
Fax: (646) 357-8447
Email:
Catherine@simonsensussman.com
Tel: (917) 747-5196

JOHN P. FISKE
pro hac vice forthcoming
LINDSAY R. STEVENS
pro hac vice forthcoming
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
Fax: (214) 523-6600
Email: JFiske@baronbudd.com
Email: LStevens@baronbudd.com
Tel: (858) 251-7424

Attorneys for Plaintiff Town of Gilbert

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Town of Gilbert, an Arizona municipal
corporation,

Plaintiff,

v.

REV Group, LLC; E-ONE, Inc.;
Kovatch Mobile Equipment Corp.;
KME Global, LLC; KME Holdings,
LLC; KME RE Holdings LLC; Ferrara
Fire Apparatus, Inc.; FFA Holdco, Inc.;
FFA Acquisition Co., Inc.; Ferrara Fire
Apparatus Holding Company, Inc.;
Spartan Fire, LLC; Smeal SFA, LLC;
Smeal LTC, LLC; Smeal Holding, LLC;

Case No.

ANTITRUST COMPLAINT

JURY TRIAL DEMANDED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Detroit Truck Manufacturing, LLC; AIP, LLC; American Industrial Partners Capital Fund IV LP; American Industrial Partners Capital Fund IV (Parallel), LP; AIP/CHC Holdings, LLC; AIP CF IV, LLC; AIP/CHC Investors, LLC; Oshkosh Corporation; Pierce Manufacturing Inc.; Maxi-Métal, Inc.; Boise Mobile Equipment, Inc.; BME Fire Trucks LLC,

Defendants.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

NATURE OF THE ACTION 5

PARTIES..... 13

JURISDICTION AND VENUE 21

FIRE APPARATUSES AND CHASSIS 22

 I. Background—Fire Apparatuses and Chassis 22

 A. Custom Fire Apparatuses 24

 B. Custom Chassis 29

 C. Custom Fire Apparatus Builders and Custom Chassis Manufacturers 30

 D. Other Fire Apparatuses and Their Builders 36

 E. Defendants’ Control Over Their Respective Dealer Networks and Their Purchase-and-Sale Transactions with Customers 38

 II. Relevant Fire Apparatus and Chassis Markets..... 46

 A. Relevant Product Markets..... 46

 B. Geographic Scope of Relevant Markets 56

 C. Barriers to Entry and Expansion in the Relevant Markets..... 59

 III. Defendants Have Engaged in Anticompetitive Schemes to Harm Competition in the Relevant Fire Apparatus and Custom Chassis Markets 63

 A. The REV Group Defendants and AIP Defendants’ Anticompetitive Conduct..... 64

 B. The Oshkosh Defendants’ and BME Defendants’ Anticompetitive Conduct 68

 C. Defendants’ Anticompetitive Schemes Have Substantially Lessened and May Substantially Lessen Competition or Tend to Create a Monopoly in the Relevant Markets 71

REPLACEMENT PARTS FOR PIERCE FIRE APPARATUSES 88

DEFENDANTS HAVE USED THEIR UNLAWFULLY ACQUIRED DOMINANCE TO FORCE OVERCHARGES, DELIVERY DELAYS, AND OTHERWISE WORSENING OF TERMS ON FIRE DEPARTMENTS, INJURING AND THREATENING TO INJURE PLAINTIFF..... 98

VIOLATIONS ALLEGED..... 101

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

REQUEST FOR RELIEF 134

DEMAND FOR JURY TRIAL 136

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

COMPLAINT

Plaintiff Town of Gilbert, Arizona, an Arizona municipal Corporation (the “Town” or “Plaintiff”) brings this civil antitrust action against Defendants REV Group, LLC (fka REV Group, Inc.), E-ONE, Inc., Kovatch Mobile Equipment Corp., KME Global, LLC, KME Holdings, LLC, KME RE Holdings LLC, Ferrara Fire Apparatus, Inc., FFA Holdco, Inc., FFA Acquisition Co., Inc., Ferrara Fire Apparatus Holding Company, Inc., Spartan Fire, LLC, Smeal SFA, LLC, Smeal LTC, LLC, Smeal Holding, LLC, and Detroit Truck Manufacturing, LLC (together, the “REV Group Defendants”); AIP, LLC, American Industrial Partners Capital Fund IV LP, American Industrial Partners Capital Fund IV (Parallel), LP, AIP/CHC Holdings, LLC, AIP CF IV, LLC, and AIP/CHC Investors, LLC (together, the “AIP Defendants”); Oshkosh Corporation, Pierce Manufacturing Inc., and Maxi-Métal, Inc. (together, the “Oshkosh Defendants”); and Boise Mobile Equipment, Inc. and BME Fire Trucks LLC (together, the “BME Defendants,” and together with the REV Group Defendants, AIP Defendants, and Oshkosh Defendants, “Defendants”), and in support alleges as follows:

NATURE OF THE ACTION

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

25 2. Through their illegal schemes, Defendants have reaped extraordinary
26 profits on the backs of fire departments, taxpayers, cities, and counties. The Town has
27 suffered and/or will suffer substantial overcharges and lost equipment value as
28 Defendants have shut down plants, substantially increased prices, and severely extended

1 delivery timelines, and Oshkosh and Pierce have restrained the Town's ability to obtain
2 replacement parts. The public has suffered harm alongside the Town, as the higher prices
3 and costs Defendants have forced on fire departments have drained localities' health and
4 safety budgets.

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

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

22 5. Accordingly, AIP embarked on an over decade-long strategy to consolidate
23 the markets for fire apparatus and chassis manufacturing, starting in 2008 with its
24 acquisition of E-ONE, Inc. ("E-ONE"), a builder of custom fire apparatuses and chassis
25 founded in 1974 in Ocala, Florida. At the time, E-ONE was already one of the largest fire
26 apparatus manufacturers in the United States. In August 2010, AIP combined four
27 portfolio companies, including E-ONE, to form Allied Specialty Vehicles, Inc. ("ASV").
28

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

17 7. In 2020, AIP and REV Group deployed their war chest to consolidate
18 several historic brands in one fell swoop with their acquisition of Spartan Emergency
19 Response, the emergency response segment of Spartan Motors. Notably, Spartan had
20 itself been the product of recent consolidation. Spartan Motors had acquired Smeal Fire
21 Apparatus, Ladder Tower Company, and US Tanker Fire Apparatus (“UST”) in 2017, just
22 shortly after Smeal itself had acquired both Ladder Tower and UST in 2014. REV Group
23 combined E-ONE, KME, Ferrara, and now Spartan under common ownership and
24 control.

25 8. Spartan Emergency Response was a key acquisition, as it was and remains
26 (as Spartan Fire today) one of only three manufacturers of custom chassis that not only
27 use their chassis in their own apparatuses, but also supply their chassis to competing
28 apparatus builders. By gaining control of this critical input on which many smaller

1 competitors depended, REV Group gained effective control over the supply chain of
2 many builders.

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

19 10. More recently, multinational conglomerate Oshkosh Corporation and its
20 subsidiary Pierce Manufacturing have joined in on the consolidation party. For decades,
21 Pierce has been a dominant producer of fire apparatuses, chassis, and parts in the United
22 States. In 2021, Pierce combined with its direct competitor, Defendant Boise Mobile
23 Equipment, Inc., the leading specialized builder of wildland fire apparatuses in the United
24 States, to form a subsidiary of Boise Mobile that they jointly co-own, BME Fire Trucks,
25 LLC. They announced this combination as Pierce’s “purchase of an ownership interest in
26 Boise Mobile Equipment” and a “Strategic Alliance/Partnership.” Through this
27 acquisition and combination, Pierce and the BME Defendants effectively eliminated
28 competition between themselves to supply wildland fire apparatuses while entrenching

1 their dominant market positions, and Pierce secured itself as the exclusive distributor of
2 the BME Defendants' fire apparatuses.

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

10 12. As with the AIP and REV Group Defendants, when engaging with Wall
11 Street, the Oshkosh Defendants have celebrated the numerous backlogs that fire
12 departments face across the country. For example, Oshkosh CEO John Pfeifer described
13 the company's nearly \$660 million Q1 2022 Fire and Emergency backlog as "another
14 record backlog." The very next quarter, Pfeifer was elated to report to Wall Street
15 investors that "[w]e have the strongest backlog we've ever had in Fire & Emergency."
16 The next quarter, Pfeifer boasted that: "Pierce's backlog is at an all-time high up more
17 than 80% compared to the prior year, highlighting excellent demand for our products as
18 evidenced by our leading market share." And two years later, in 2024, Pfeifer sang the
19 same tune, rejoicing with Wall Street investors that "[o]ur backlog for Pierce trucks
20 continue[s] to grow." All the while, the Oshkosh Defendants raised prices, with Pfeifer
21 announcing two price increases in the first half of 2022 alone.

22 13. On top of their apparatus and chassis consolidation scheme, the Oshkosh
23 Defendants have also combined with the dealers they authorize to sell Pierce replacement
24 parts to dominate the markets for replacement parts for Pierce apparatuses. Pierce
25 enforces a strict agreement with its parts dealers in which, for a wide variety of parts for
26 Pierce apparatuses, those dealers agree not to sell customers parts that are fully
27 compatible with and operable in Pierce apparatuses, other than Pierce proprietary parts
28 sold by Pierce. Pierce and its parts dealers also enforce restrictive clauses in customer

1 warranty agreements under which customers may void their warranty if they replace a
2 part in a Pierce apparatus with a non-Pierce proprietary part. Pierce also intentionally
3 designs its apparatuses so that only parts manufactured by the Oshkosh Defendants can
4 be used to replace original parts when they break. The Oshkosh Defendants thereby
5 unlawfully stifle competition in these markets and reap exorbitant profits in the
6 replacement parts business from customers who, absent this conduct, could have gotten
7 the parts they needed at a lower price from a competing parts manufacturer.

8 14. In a competitive marketplace, firms could not impose such restraints on
9 customer choice and would expand their productive capacity to increase output and meet
10 increased or pent-up demand, keeping prices at a competitive equilibrium. But the
11 markets for fire apparatuses, chassis, and Pierce replacement parts are no longer
12 competitive. They are markets dominated by powerful behemoths. These manufacturers
13 bought their way to dominance, and they are now in full extraction mode, deliberately
14 suppressing output, withholding supply, delaying deliveries, restricting competitive
15 options, and charging supra-competitive prices without consequence. To make matters
16 worse, Defendants' unlawful conduct has enabled other competitors to follow suit, using
17 Defendants' higher prices as an opportunity to raise prices themselves, knowing that fire
18 departments have nowhere else to turn.

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

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

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

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

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

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

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

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

5 19. Meanwhile, Sherman Act Section 2 and the Arizona Uniform State
6 Antitrust Act outlaw not only monopolization, but also attempt and conspiracy to
7 monopolize. The Arizona Uniform State Antitrust Act also forbids contracts,
8 combinations, and conspiracies in restraint of trade. Clayton Act Section 3 further
9 prohibits exclusive dealing arrangements such as Pierce's agreements with its dealers
10 under which they agree to make only proprietary Pierce parts—and not competing
11 parts—available to Pierce apparatus owners.

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

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

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

5 **PARTIES**

6 22. Plaintiff the Town of Gilbert (the “Town”) is a town and political
7 subdivision of the State of Arizona, located southeast of Phoenix in Maricopa County,
8 Arizona. The Town is the fourth-most populous municipality in Arizona, with a
9 population of approximately 290,000 people. Gilbert’s fire service dates to 1923, three
10 years after the Town was incorporated on July 6, 1920. After citizens voted in favor of
11 forming a municipal department, the Gilbert Fire & Rescue Department (“GFRD”) began
12 providing services on January 1, 1993. The GFRD operates eleven stations throughout
13 its service area and is responsible for fire suppression, emergency medical response,
14 rescue operations, and public safety education for the Town and surrounding
15 communities. GFRD is one of only 113 fire departments in the country to be both
16 accredited and have an ISO Class 1 designation, which is in the top one-half of one
17 percent nationally. The Town of Gilbert purchases all of the fire apparatus that the GFRD
18 uses in pursuit of its mission. The Town’s fleet consists of apparatuses manufactured by
19 Defendants, including Pierce.

20 23. Defendant REV Group, LLC (“REV Group”) (f/k/a REV Group, Inc.) is
21 one of the largest manufacturers of fire trucks in the United States. REV Group sells its
22 fire trucks and custom chassis under the brands of the several manufacturers it has
23 acquired over time: E-ONE, Ferrara, KME, Spartan, Smeal, and Ladder Tower (the “REV
24 Group Brands”). In addition to a range of fire trucks and chassis, REV Group
25 manufactures several other categories of vehicles, including ambulances, terminal trucks,
26 sweepers, recreational vehicles, and truck campers. In fiscal year 2024, REV Group
27 reported \$1.73 billion in net sales of specialty vehicles, the category which includes fire
28 trucks and chassis. REV Group also manufactures and sells replacement parts for its

1 vehicles, estimating in 2019 that replacement parts for its already-sold vehicles amounted
2 to as much as \$830 million of potential sales. REV Group is incorporated under the laws
3 of the state of Delaware, with its principal place of business in Brookfield, Wisconsin.

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

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

25 26. Defendants FFA Holdco, Inc., FFA Acquisition Co., Inc., Ferrara Fire
26 Apparatus Holding Company, Inc. (the “Ferrara Holding Companies”) and Ferrara Fire
27 Apparatus, Inc. (“Ferrara,” and together with the Ferrara Holding Companies, the
28 “Ferrara Entities”) are wholly owned subsidiaries of REV Group. Ferrara is a fire

1 apparatus and custom chassis manufacturer founded in 1979. Ferrara operated for years
2 as an independent supplier; in April 2017, REV Group acquired the company for roughly
3 \$100 million. Ferrara is incorporated under the laws of the state of Louisiana and has its
4 principal place of business in Holden, Louisiana. The Ferrara Holding Companies are
5 each incorporated under the laws of the state of Delaware and based in Louisiana.

6 27. Defendant Spartan Fire, LLC (“Spartan Fire”) is a wholly owned subsidiary
7 of REV Group incorporated under the laws of Nevada with its principal place of business
8 in Brandon, South Dakota. Defendants Smeal SFA, LLC (“Smeal SFA”), Smeal LTC,
9 LLC (“Smeal LTC”), Smeal Holding, LLC (“Smeal Holding”), and Detroit Truck
10 Manufacturing, LLC (“DTM”) are wholly owned subsidiaries of REV Group
11 incorporated under the laws of, and headquartered in, Michigan. Spartan Fire, Smeal
12 SFA, Smeal LTC, Smeal Holding, and DTM (collectively the “Spartan ER Entities”) do
13 business under the Spartan, Smeal, and Ladder Tower brands. Spartan Fire, through
14 various corporate iterations, has been manufacturing fire apparatuses and custom chassis
15 since 1979. Smeal SFA, through various corporate iterations, has been manufacturing fire
16 apparatuses and custom chassis since 1955. Smeal LTC, through various corporate
17 iterations, has been manufacturing fire apparatuses since the 1970s. The Spartan ER
18 Entities’ predecessor, Spartan Motors, operated independently for years, until REV Group
19 acquired the Spartan emergency response unit from Spartan Motors in February 2020 for
20 \$55 million.

21 28. The “REV Group Defendants” are composed of Defendants REV Group, E-
22 ONE, KME Entities, Ferrara Entities, and Spartan ER Entities. E-ONE, REV Group,
23 KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and DTM all have sought to
24 transact or actually transacted business in the state of Arizona and the United States. E-
25 ONE, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and DTM all have
26 participated in, supported, advanced, and realized profits from REV Group’s unlawful
27 conduct. Similarly, the KME Holding Entities, Ferrara Holding Entities, and Smeal
28 Holding have directed, controlled, participated in, or hold assets resulting from the fruits

1 of REV Group, E-ONE, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and
2 DTM's unlawful conduct.

3 29. Defendant AIP, LLC, doing business as American Industrial Partners
4 ("AIP" or "American Industrial Partners"), is a Delaware limited liability company with
5 its principal place of business in New York, New York. AIP is a private equity firm
6 focused on buying up middle-market manufacturing and industrial service companies.
7 Among other investment characteristics, AIP seeks out "value creation opportunities" in
8 "basic-needs" industries ripe for consolidation of competing firms and production
9 facilities. Far from being a passive investor, AIP instead forms "operating partnership[s]
10 with management," provides access to AIP's "engineering and operating resources," and
11 otherwise "seek[s] to leverage [its] operational experience" to benefit the firms it owns
12 and controls, such as REV Group and the REV Group Defendants. For many of the
13 companies it acquires, AIP advertises its "value creation accomplishments" which
14 highlight strategic operational decisions directed by AIP such as "[e]xpanding [the]
15 addressable market through [the] introduction of product line extensions,"
16 "implement[ing] [a] centralized strategic procurement function," and "[t]ransferr[ing]
17 production from New York operations to facilities in Singapore and Malaysia." As REV
18 Group itself explained in filings with the SEC, AIP adopts a "business building
19 investment strategy," and only invests "when it believes it can significantly improve the
20 underlying business' performance through the implementation of an operating agenda."

21 30. After acquiring E-ONE, the then-independent producer of E-ONE-branded
22 apparatuses and chassis, in 2008, AIP combined E-ONE with three other "specialty
23 vehicle" manufacturers in its portfolio in 2010 to form Allied Specialty Vehicles, Inc.
24 ("ASV"). In 2015, AIP rebranded the combination as REV Group. From 2006 to March
25 2024, AIP controlled REV Group and its predecessor portfolio companies through a web
26 of related entities ("AIP Funds") organized as limited partnerships or limited liability
27 companies controlled and managed by AIP "partners," who are LLC members of AIP,
28 LLC, as well as other AIP personnel. These AIP partners and personnel raise money from

1 investors and pool that money into investment vehicles called “funds,” which include the
2 AIP Funds.

3 31. The AIP Funds include Defendant American Industrial Partners Capital
4 Fund IV LP (“AIP Fund IV”), Defendant American Industrial Partners Capital Fund IV
5 (Parallel), LP (“AIP Parallel Fund”), and Defendant AIP/CHC Holdings, LLC (“AIP
6 Holdings”). Each of the AIP Funds is a Delaware limited partnership or limited liability
7 company that shares its principal place of business with AIP in New York, New York. AIP
8 Holdings has held an ownership interest in REV Group or its constituent entities since at
9 least 2008. AIP Fund IV and AIP Parallel Fund each held an ownership interest in REV
10 Group or its constituent entities from at least 2008 until March 2024.

11 32. Since 2008, AIP has exercised control over, and management of, the AIP
12 Funds through Defendant AIP CF IV, LLC (“AIP CF”), the General Partner responsible
13 for the management of AIP Fund IV and AIP Parallel Fund, and Defendant AIP/CHC
14 Investors, LLC (“AIP/CHC”), the managing member responsible for management of AIP
15 Holdings. Both AIP CF and AIP/CHC are Delaware limited liability companies, and each
16 shares its principal place of business with AIP and the AIP Funds in New York, New
17 York. In REV Group’s 2017 IPO prospectus, REV Group described its “primary equity
18 holders” as “funds and an investment vehicle associated with AIP CF IV, LLC, which we
19 collectively refer to as ‘American Industrial Partners,’ [or] ‘AIP.’” REV Group then
20 described AIP as “an operations and engineering-focused private equity firm,” clarifying
21 that AIP CF and AIP share a unity of identity and AIP CF is an agent for AIP. In a REV
22 Group prospectus filed with the SEC in 2023, REV Group explained that, together, the
23 AIP Funds remained its largest equity holders and all were “managed by AIP LLC, d/b/a
24 American Industrial Partners.” When REV Group subsequently filed an amendment to its
25 Shareholder Agreement, the amendment was signed by AIP CF and AIP/CHC on behalf
26 of the AIP Funds.

27 33. In line with AIP’s investment thesis to implement an “operating agenda” for
28 REV Group, AIP controls AIP CF and AIP/CHC or shares a unity of identity with them,

1 and they in turn exercise management and control over the AIP Funds and REV Group.
2 Current AIP General Partners Dino Cusumano and Kim Marvin, and former General
3 Partner John Becker, serve or have served as senior managing members of AIP CF and as
4 managing members of AIP/CHC. Because Cusumano, Marvin, and Becker were senior
5 managing members of AIP CF and managing members of AIP/CHC, REV Group was
6 obligated to inform investors that they “may be deemed to share voting and dispositive
7 power with respect to the shares held by the AIP funds.”

8 34. Furthermore, former AIP partners Paul Bamatter, Graham Sullivan, and
9 Donn Viola, along with Cusumano and Marvin, hold or have held indirect interests in AIP
10 Holdings. Current or former AIP partners Bamatter, Cusumano, Marvin, Rotroff, and
11 Viola, as well as current General Partner Justin Fish, all have served on REV Group’s
12 Board of Directors. Cusumano, an AIP General Partner since 2000, simultaneously
13 served as Vice President of REV Group from 2008 to 2016 and held a term as chair of
14 REV Group’s compensation committee, responsible for, among other things, determining
15 the compensation for REV Group’s former CEO, Tim Sullivan. And current AIP partner
16 Stanley Edme often served as the authorized signatory for AIP Funds, AIP CF, and
17 AIP/CHC.

18 35. Acting through AIP CF, AIP/CHC, and the AIP Funds with a unity of
19 identity or as agents, AIP exercised control over and management of REV Group. For
20 example, in its 2017 IPO prospectus, REV Group explained to investors that AIP “will
21 continue to have significant influence over us.” Indeed, prior to REV Group’s January
22 2017 IPO, the AIP Funds owned approximately 70% of REV Group’s voting equity, with
23 additional shares held directly by AIP partners, including Cusumano, Fish, Marvin,
24 Rotroff, and Viola. After the IPO, the AIP Funds retained 52-55% of REV Group’s voting
25 equity along with contractual rights enabling their continued substantial control of the
26 firm. Under a Shareholders Agreement discussed in REV Group’s IPO prospectus and
27 other SEC filings, so long as the AIP Funds controlled a majority of outstanding common
28 stock, AIP retained “the ability to exercise substantial control over all corporate actions

1 requiring stockholder approval, irrespective of how [REV Group’s] other stockholders
2 may vote,” including defining the size of the Board of Directors, electing and removing
3 directors, amending the certificate of incorporation or bylaws, and approving mergers and
4 other significant transactions. Moreover, under the Shareholders Agreement, so long as
5 the AIP Funds held at least 15% of outstanding common stock, AIP retained the rights to
6 nominate a majority of the Board of Directors and designate the Chair and key committee
7 members; to direct acquisitions, transfers, and spinoffs of assets in excess of 15% of the
8 consolidated assets or revenues of REV Group and its subsidiaries; and to approve
9 special dividends, among other contractual rights. The Shareholders Agreement also
10 provided for the reimbursement of expenses that AIP incurred in providing “management
11 services” to REV Group. After executing its roll-up scheme, AIP, acting through the AIP
12 Funds, AIP CF, and AIP/CHC, took a nearly \$80 million special dividend from REV
13 Group and exited their control position in March 2024 when AIP ceased to own, directly
14 or indirectly, at least 15% of REV Group’s outstanding shares. Since that time, AIP has
15 continued to hold REV Group shares through AIP Holdings and thus continues to benefit
16 from its roll-up scheme.

17 36. The “AIP Defendants” include AIP, the AIP Funds, AIP CF, and AIP/CHC.
18 Operating as a common enterprise, the AIP Defendants formed REV Group and
19 formulated and directed its acquisitions of KME, Ferrara, and Spartan Emergency
20 Response pursuant to the Shareholders Agreement. Acting through one or more of the
21 REV Group Defendants, the AIP Defendants have transacted business or held assets
22 resulting from such transactions in this District and this State, and the United States. The
23 AIP Defendants have directed, controlled, participated in, or held assets resulting from
24 the fruit of REV Group, KME, Ferrara, Spartan Fire, Smeal SFA, Smeal LTC, and DTM’s
25 unlawful conduct.

26 37. Defendant Oshkosh Corporation (“Oshkosh”) is a global manufacturer of
27 specialty trucks and military vehicles. Oshkosh sells its products across three main
28 business segments—Access, Vocational, and Defense—through a portfolio of leading

1 brands in more than 150 countries across the world. Oshkosh reported more than \$10
2 billion in net sales for 2024. Oshkosh's fire truck brands, which it sells through its
3 subsidiaries, are Pierce and Maxi-Métal (the "Oshkosh Brands"). Oshkosh is incorporated
4 under the laws of the state of Wisconsin, and its principal place of business is in Oshkosh,
5 Wisconsin.

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

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

20 40. The "BME Defendants" include Defendants Boise Mobile Equipment, Inc.
21 ("Boise Mobile") and BME Fire Trucks LLC ("BME Fire Trucks"). Boise Mobile is an
22 Idaho corporation with its principal place of business in Boise, Idaho. BME Fire Trucks is
23 a subsidiary of Boise Mobile and is a limited liability company organized under the laws
24 of the state of Idaho with its principal place of business in Boise, Idaho. The BME
25 Defendants are the leading specialized producer of wildland fire apparatus in the United
26 States, having been manufacturing wildland fire apparatuses since 1990. The BME
27 Defendants' customers include CAL FIRE, the U.S. Forest Service, U.S. Bureau of Land
28 Management, and U.S. National Park Service, as well as multiple municipal and county

1 fire departments throughout the United States. In 2021, Pierce acquired a 25% interest in
2 BME Fire Trucks and is a co-member of the LLC with Boise Mobile.

3 JURISDICTION AND VENUE

4 41. Plaintiff brings this action against Defendants seeking equitable and
5 injunctive relief, as well as damages, under Sections 4 and 16 of the Clayton Act, 15
6 U.S.C. §§ 15 & 26, for Defendants' violations of Sections 3 and 7 of the Clayton Act, 15
7 U.S.C. §§ 14 & 18, and Section 2 of the Sherman Act, 15 U.S.C. § 2; and seeking
8 equitable and injunctive relief, as well as damages—trebled to account for the flagrant
9 nature of the violations—under the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
10 § 44-1408, for Defendants' violations of the Arizona Uniform State Antitrust Act, Ariz.
11 Rev. Stat. §§ 44-1402 and 44-1403, *et seq.*

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

18 43. Venue is proper in this District pursuant to Section 12 of the Clayton Act,
19 15 U.S.C. § 22, and 28 U.S.C. § 1391. A substantial part of the events giving rise to
20 Plaintiff's claims occurred in this District, a substantial portion of the affected interstate
21 trade and commerce has been carried out in this District, and one or more Defendants are
22 licensed to do business in, have their principal places of business in, are doing business
23 in, had agents in, are found in, transact business in, or are subject to personal jurisdiction
24 in this District.

25 44. This Court has personal jurisdiction over Defendants because they, either
26 directly or through the ownership and/or substantial control of their subsidiaries, *inter*
27 *alia*: (a) are headquartered in the United States; (b) transacted business in the United
28 States, including in this District; (c) directly sold or marketed goods and services in the

1 relevant markets throughout the United States as a whole, including in this District; (d)
2 had substantial aggregate contacts within the United States, including in this District; or
3 (e) directed or engaged in acquisitions and other conduct the substantial, reasonably
4 foreseeable, and intended effect of which was the substantial lessening of competition,
5 and/or the creation of a monopoly causing injury to the business or property of persons
6 and entities residing in, located in, or doing business throughout the United States,
7 including in this District. Defendants also conduct business throughout the United States,
8 including in this District, and they have purposefully availed themselves of the protection
9 of the laws of this District and of the United States.

10 45. Additionally, and specifically with respect to the AIP Defendants, the AIP
11 Defendants are found and transact business in the District of Arizona, including by, *inter*
12 *alia*, acquiring a leading provider of drilling services with a local office and operational
13 facility located in, and providing services to residents of, the District; acquiring a metals
14 manufacturer with a distribution center located in the District; and acquiring a leading
15 provider of industrial maintenance and capital project solutions with its headquarters
16 located in the District.

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

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

23 FIRE APPARATUSES AND CHASSIS

24 I. Background—Fire Apparatuses and Chassis

25 48. The REV Group Defendants, Oshkosh Defendants, and BME Defendants
26 build several categories of fire apparatuses, including commercial apparatuses and/or
27 custom apparatuses. Commercial fire apparatuses are standard medium- or heavy-duty
28 trucks adapted for fire service and built on standard medium- or heavy-duty truck

1 frames/chassis. Custom apparatuses (“Custom Apparatuses” or “Custom Fire
2 Apparatuses”) are more customized, specialized apparatuses built on custom
3 frames/chassis (“Custom Chassis”).

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

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

21 51. Defendants assemble their apparatuses from parts (e.g., engine,
22 transmission, chassis) that they either manufacture themselves or source from third-party
23 suppliers. For their Custom Apparatuses, the REV Group Defendants and Oshkosh
24 Defendants manufacture their own Custom Chassis (i.e., they self-source their Custom
25 Chassis), which they incorporate into their Custom Apparatuses that they sell to
26 customers. The REV Group Defendants, Oshkosh Defendants, and BME Defendants all
27 source commercial chassis for their commercial apparatuses from third-party suppliers
28 like Freightliner and International, which they incorporate into their commercial

1 apparatuses that they sell to customers. The cost of a custom chassis generally represents
2 at least 25% of the cost of the overall apparatus on which it is built.

3 52. As discussed herein, there is a limited set of meaningful competitors in the
4 markets to build and sell Fire Apparatuses, with the REV Group and Oshkosh Defendants
5 (now combined with the BME Defendants) holding dominant positions.

6 ***A. Custom Fire Apparatuses***

7 53. The majority of Fire Apparatuses are Custom Fire Apparatuses. The three
8 most prominent types of Custom Fire Apparatuses, which the REV Group and Oshkosh
9 Defendants build, are Custom Chassis Pumper Fire apparatuses (“Custom Pumpers”),
10 Custom Chassis Aerial Fire apparatuses (“Custom Aerials”), and Custom Chassis Quint
11 Fire apparatuses (“Custom Quints”). Figure 1 displays a Custom Pumper, a Custom
12 Aerial, and a Custom Quint from left to right:



13
14
15
16
17
18 **Figure 1**

19 ***1. Custom Pumpers***

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



Figure 2

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

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

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

58. As the NFPA recognizes, “highspeed engines are frequently employed for fire apparatus, particularly in the case of commercial vehicle chassis.” In contrast “[m]any fire departments” favor Custom Pumpers, which have “high-torque low-speed engines for fire department service because such engines have good performance

1 characteristics both when powering the apparatus through city traffic and when driving
2 the pump.”

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



14 **Figure 3**

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

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

1 service life, attributes that are particularly critical for metropolitan jurisdictions
2 experiencing high volumes of emergency responses.

3 **2. Custom Aerials**

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



10
11
12
13
14
15
16
17
18 **Figure 4**

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

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

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

4 3. *Custom Quints*

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



13
14
15
16
17
18
19
20 **Figure 5**

21 67. Custom Quints are gradually becoming the most popular ladder-mounted
22 fire apparatuses, because of their versatility and their ability to perform all necessary
23 firefighting functions.

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

27 69. Water tanks must be constructed from non-corrosive material, must be
28 opaque if exposed to sunlight, and must have a means to permit flushing of the tank.

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

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

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

17 ***B. Custom Chassis***

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

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



Figure 6

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

C. Custom Fire Apparatus Builders and Custom Chassis Manufacturers

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

77. E-ONE was formed in 1974 and by the mid-1980s had become the largest Fire Apparatus builder in the United States. In 1984, E-ONE introduced its Hurricane Custom Chassis, and it thereafter produced a full line of custom apparatuses based on this

1 chassis. A quarter-century of independent operation later, in 2008, American Industrial
2 Partners acquired E-ONE, which AIP later combined with other specialty vehicle
3 manufacturers to form REV Group. Today, E-ONE is a subsidiary of REV Group and
4 manufactures its Typhoon and Cyclone Custom Chassis along with a range of Custom
5 Apparatuses and commercial trucks, including Custom Aerials, Custom Pumpers, Custom
6 Quints, and tankers, among other models. E-ONE sole-sources its Custom Chassis from
7 within the REV Group brands and does not supply them to competing apparatus builders.

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

15 79. Ferrara Fire Apparatus was founded in Baton Rouge, Louisiana in 1979.
16 Over the years that followed, Ferrara developed itself first as a full-scale service,
17 warranty, and repair center for Fire Apparatuses and later as a manufacturer of custom-
18 designed apparatuses. In 1994, Ferrara opened a new plant in Holden, Louisiana, and
19 expanded it three times from 2000 to 2009. In 1998, it introduced its first Custom
20 Chassis, the Inferno, and today offers the additional Igniter, Cinder, and Invader models
21 in Ferrara-branded apparatuses. Ferrara continued to build a range of apparatuses,
22 including Custom Aerials, Custom Pumpers, Custom Quints, tankers, and rescues. In
23 April 2017, REV Group acquired Ferrara, taking this important manufacturer of both
24 Custom Chassis and Custom Apparatuses out of the market as an independent competitor
25 and turning it instead into a subsidiary of REV Group. Ferrara sole-sources its Custom
26 Chassis and does not supply them to competing apparatus builders.

27 80. Founded in 1975 in Charlotte, Michigan, Spartan Motors began as a
28 manufacturer of Custom Chassis for apparatus builders, later becoming an apparatus

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

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

19 82. US Tanker Fire Apparatus Inc. ("UST") was a Fire Apparatus builder
20 formed in 1989 in Burlington, Wisconsin. The company specialized in building custom
21 stainless-steel tankers, but also built Custom Pumpers, rescues, and brush trucks. The
22 UST brand was acquired by REV Group in February 2020 as part of REV Group's
23 acquisition of Spartan Motors' emergency response segment. REV Group phased out its
24 production of UST-branded apparatuses after the acquisition, and today, REV Group no
25 longer markets the UST brand.

26 83. Smeal Fire Apparatus Co. ("Smeal") was founded in 1955 as the Smeal
27 Implement Company in Snyder, Nebraska. Smeal built its first fire truck in 1964 and, in
28 the 1970s, began to design and build its own line of aerial ladders. In 2014, Smeal

1 acquired Ladder Tower and UST. In January 2017, Spartan Motors acquired Smeal. Prior
2 to its acquisition, Smeal purchased Custom Chassis from Spartan Motors and built aerial
3 ladders and platforms, as well as pumpers, tankers, and other apparatuses. As part of its
4 February 2020 acquisition of Spartan Motors' emergency response segment, REV Group
5 acquired the Smeal and Ladder Tower brands. Today, REV Group markets and sells
6 Spartan and narrowed lines of Smeal and Ladder Tower apparatuses.

7 84. Detroit Truck Manufacturing, LLC ("DTM") was launched by Spartan
8 Motors in 2019 as a captive channel supplier of fabricated aluminum cabs for Spartan's
9 fire trucks, as well as a supplier of cabs and chassis to other fire truck manufacturers. As
10 part of its February 2020 acquisition of Spartan Motors' emergency response segment,
11 REV Group acquired DTM.

12 85. Pierce is a leading Custom Chassis manufacturer and Fire Apparatus
13 builder in the United States. Pierce was founded in 1913 as Auto Body Works. It
14 produced its first fire truck bodies in 1939 and was acquired by Oshkosh Corporation in
15 1996. Pierce manufactures Custom Pumpers, Custom Aerials, and Custom Quints built
16 on its own Custom Chassis (the Volterra, Enforcer, Impel, Saber, and Velocity), as well as
17 Fire Apparatuses built on commercial chassis, including tankers, mini-pumpers, rescues,
18 and its BXTM Wildland. Pierce does not supply Custom Chassis to competitors and sole-
19 sources its Custom Chassis for its Custom Apparatuses.

20 86. The BME Defendants (Boise Mobile and BME Fire Trucks) are a leading
21 specialized producer of Wildland Fire Apparatuses in the United States. Their vehicles
22 include Type 3, Wildland Urban Interface, Type 4, Type 5, Type 6, Xtreme Type 6,
23 Xtreme Tactical Tender, Water Tender, Crew Carrier, and Mini Pumper trucks, which are
24 generally built on commercial chassis. Boise Mobile was founded in 1990 by the Yanke
25 family. For decades, it produced fewer than 20 trucks a year. In 2014, now President
26 Chad Moffat's company purchased Boise Mobile and initiated major expansion plans,
27 acquiring new buildings and adding tens of thousands of square feet of production space.
28 By 2018, Boise Mobile was manufacturing approximately 150 trucks a year. Oshkosh

1 and Pierce took notice of this competitor's aggressive growth. In 2021, Oshkosh
2 subsidiary Pierce combined with Boise Mobile to form BME Fire Trucks, a subsidiary of
3 Boise Mobile in which Pierce holds a 25% ownership interest. As Oshkosh explained to
4 its investors, the combination has enabled the two competitors to "collaborate" in the
5 Wildland Fire Apparatus market in which they were previously competing.

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

14 88. Currently, beyond REV Group's and Oshkosh's subsidiaries, only five
15 noteworthy independent competitors—the only Custom Fire Apparatus builders that also
16 manufacture their own Custom Chassis—remain in the relevant markets: Rosenbauer,
17 Sutphen, Seagrave, HME Ahrens-Fox, and US Fire Apparatus.

18 89. Rosenbauer International AG ("Rosenbauer") is an Austrian company with
19 a limited U.S. presence. It has three production facilities in the United States. Rosenbauer
20 builds Custom Pumpers, Aerials, and Quints, on two Custom Chassis. Rosenbauer
21 internally sole-sources its Custom Chassis and does not supply them to competing
22 apparatus builders. Rosenbauer does not have the capacity to take on the orders that the
23 REV Group Defendants and Oshkosh Defendants cannot fulfill.

24 90. Sutphen Corporation ("Sutphen") is a family-owned Fire Apparatus
25 manufacturer, headquartered in Dublin, Ohio. Sutphen has four production facilities.
26 Sutphen manufactures Custom Chassis primarily for internal use in its own apparatuses,
27 as well as Custom Aerials, Custom Pumpers, industrial apparatuses, tankers, and rescue
28 apparatuses. Sutphen is a smaller producer than the REV Group Defendants and Oshkosh

1 Defendants and does not have the capacity to take on the orders that these Defendants
2 cannot fulfill.

3 91. Seagrave Fire Apparatus, LLC (“Seagrave”) is a Fire Apparatus
4 manufacturer headquartered in Clintonville, Wisconsin. Seagrave has two production
5 facilities. Seagrave manufactures Custom Pumpers, Custom Aerials, and rescue
6 apparatuses. Seagrave also manufactures Custom Chassis, but only for internal use.
7 Seagrave does not have the capacity to take on the orders that the REV Group Defendants
8 and Oshkosh Defendants cannot fulfill.

9 92. HME Ahrens-Fox (“HME”) is a family-owned Fire Apparatus
10 manufacturer, with one location, in Wyoming, Michigan. HME manufactures Custom
11 Pumpers, tankers, wildland, and rescue trucks. HME does not manufacture Custom
12 Quints or Custom Aerials. While HME predominantly uses its Custom Chassis for its
13 own builds, it also supplies Custom Chassis to competing apparatus builders. HME,
14 Sutphen, and the Spartan ER Entities are the only manufacturers that supply Custom
15 Chassis to competitors. HME does not have the capacity to take on the orders that the
16 REV Group Defendants and Oshkosh Defendants cannot fulfill.

17 93. US Fire Apparatus (“US Fire”) is a small Fire Apparatus manufacturer, with
18 one location, in Holden, Louisiana. US Fire manufactures Custom Pumpers, commercial
19 pumpers, commercial tankers, and rescue apparatuses. US Fire does not manufacture
20 Custom Aerials or Custom Quints. US Fire manufactures its own Custom Chassis but
21 generally does not supply them to competing apparatus builders. US Fire’s servicing
22 operations are focused on Louisiana and Southern and Central Mississippi. US Fire does
23 not have the capacity to take on the orders that the REV Group Defendants and Oshkosh
24 Defendants cannot fulfill.

25 94. These seven entities—the REV Group Defendants; the Oshkosh
26 Defendants; Rosenbauer; Sutphen; Seagrave; HME; and US Fire Apparatus—are the only
27 seven independent organizations that both manufacture the Custom Chassis essential to
28 Custom Apparatuses, and build Custom Apparatuses. Moreover, only three of them—

1 REV Group's Spartan ER Entities, Sutphen, and HME—supply Custom Chassis to
2 competing specialized apparatus builders, and only the REV Group's Spartan ER Entities
3 supply them in meaningful numbers. Therefore, the REV Group, through the Spartan ER
4 Entities, effectively controls the competitiveness of rival, non-vertically integrated
5 builders' products. This means that, with a flip of the switch—a decision to stop
6 supplying to competitors—REV Group, through the Spartan ER Entities, could put
7 competing builders who do not manufacture their own Custom Chassis out of business in
8 the relevant Custom Apparatus markets.

9 95. Other Custom Fire Apparatus builders—e.g., Custom Fire Apparatus,
10 Marion, Toyne Fire Apparatus—supply varying quantities of these Custom Apparatuses
11 and primarily rely on REV Group's Spartan Entities and to a much lesser degree on HME
12 to source Custom Chassis for the Custom Apparatuses they build. Sutphen supplies a
13 handful of Custom Chassis annually to SVI Fire Trucks.

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

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



27 **Figure 7**

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



14
15
16
17
18
19
20
21
22 **Figure 8**

23 98. A small group of manufacturers build apparatuses within the Wildland Fire
24 Apparatus and broader Fire Apparatus markets, which have also been the target of
25 Defendants’ roll-up schemes. Boise Mobile Equipment and its subsidiary BME Fire
26 Trucks are the largest specialized Wildland Fire Apparatus builder. Other manufacturers
27 in the Wildland or broader Fire Apparatus markets include E-ONE, Ferrara, KME, the
28 Spartan ER Entities, Pierce, and Maxi-Métal. Accordingly, Defendants’ roll-ups and

1 combinations have contributed to substantial consolidation not only in the Custom
2 Apparatus and Custom Chassis markets but also in the Wildland Fire Apparatus and Fire
3 Apparatus markets.

4 ***E. Defendants' Control Over Their Respective Dealer Networks and Their***
5 ***Purchase-and-Sale Transactions with Customers***

6 99. The Oshkosh Defendants exercise tight control over their and the BME
7 Defendants' Fire Apparatus brands' exclusive dealers, and the REV Group Defendants
8 exercise tight control over their brands' exclusive dealers—setting the prices at which
9 their dealers sell their apparatuses, determining modifications to those prices after
10 apparatuses are purchased, managing communications between their dealers and
11 customers, and negotiating and dealing directly with customers. Essentially, the Oshkosh
12 Defendants and BME Defendants' dealers (dealers in the Pierce exclusive dealer
13 network) and the REV Group Defendants' dealers act as their respective conduits to
14 facilitate their dealings with their customers.

15 100. The Oshkosh Defendants (and BME Defendants through the Oshkosh
16 Defendants) and REV Group Defendants also both provide extensive benefits to their
17 respective dealers, as described below, which render the dealers allies in their schemes
18 and remove all incentive those dealers otherwise may have to push back or initiate legal
19 action based on Defendants' anticompetitive conduct. Indeed, Fire Apparatus dealers—
20 whether dealing in Defendants' apparatuses or the apparatuses of competing builders
21 who, as a result of Defendants' anticompetitive conduct, have also been able to raise
22 prices above competitive levels—have generally benefitted from these builders' price
23 increases, as a higher price generally translates directly into a greater profit for the dealer.

24 ***1. REV Group***

25 101. The REV Group Defendants have sold their fire trucks directly to
26 customers and now predominantly sell them through a network of exclusive dealers for
27 each REV Group Brand. Although the REV Group Defendants characterize their dealers
28 as “independent,” they exercise tight control over them. REV Group maintains a Dealer

1 Development team that trains its dealers on how REV Group wants its dealers to sell the
2 REV Group Defendants' Fire Apparatuses. REV Group also runs a Dealer Advisory
3 Council that it uses to coordinate its dealers. REV Group communicates company
4 strategy and product changes to its dealers through the Dealer Advisory Council.

5 102. The REV Group Defendants maintain only a limited number of dealers and
6 are strategic about their placement and territorial allocations. Since the 2020 Spartan
7 acquisition, the REV Group Defendants have reduced the number of dealers in their
8 network from approximately 96 to approximately 62. Exemplifying this dealer
9 consolidation, the REV Group Defendants today maintain only a single dealer in all of
10 California for their KME and Ferrara brands, and only two additional dealers serve their
11 other brands in territories largely limited to Southern California. Where the territories of
12 separate dealers of different REV Group brands overlap, the REV Group Defendants
13 coordinate them to get "multiple bites at the apple" in response to individual fire
14 department bids. As explained by Mike Virnig, President of REV Group, if a customer of
15 one REV Group brand wants to explore other options, "[w]e've got four other
16 opportunities where we can go and leverage other products, other dealers, and other
17 relationships," ensuring the maintenance and growth of the REV Group Defendants'
18 market share as a whole.

19 103. When selling fire trucks through their dealers, the REV Group Defendants
20 control virtually all aspects of the sales process. The applicable REV Group Defendant's
21 and dealer's personnel meet with customers together. The REV Group Defendants'
22 "inside sales departments" oversee quote design, contract administration, production, and
23 the final inspection and delivery processes. To generate specifications, pricing, and
24 drawings for the customer, the REV Group Defendants and their dealers utilize a
25 "configuration tool" developed by REV Group for each of its brands. Specifications are
26 reviewed by the relevant REV Group Defendant's engineering team prior to release to the
27 customer to ensure it is buildable, given that most orders are highly customized. The
28 REV Group Defendants determine the price at which the customer purchases a fire truck

1 through the dealer, typically set as a percentage of the REV Group Defendant's MSRP. If
2 a REV Group Defendant wishes to increase its margin after contracting but before
3 delivery, it will even increase the price to the customer through the dealer via so-called
4 "escalation clauses" or "equitable adjustment[s] to price."

5 104. With respect to contracts with cooperative purchasing agents ("co-ops")
6 such as Sourcewell, NASPO ValuePoint, and Houston-Galveston Area Council
7 ("HGAC")³—through which public entities and fire departments purchase Fire
8 Apparatuses from suppliers including the REV Group Defendants—suppliers (e.g., a
9 REV Group Defendant) are identified as the relevant "vendor" or "contractor" to whom
10 the public entity or fire department awards the contract to supply the Fire Apparatus; no
11 dealer is identified. The participating public entity (e.g., the Town) uses that contract—
12 direct with the supplier—to purchase the apparatus.

13 105. The Sourcewell Request for Proposal ("RFP") under which Sourcewell
14 authorizes suppliers (e.g., the REV Group Defendants) to supply Fire Apparatuses to
15 purchasing entities specifies that the supplier (e.g., KME) "will be the primary source of
16 communication with [purchasers]" about the purchase, and the Primary Contact and
17 Authorized Representatives provided in the suppliers' (e.g., KME's) contract with
18 Sourcewell are the supplier's employees. That contract also stipulates that Sourcewell
19 will validate the supplier's (e.g., KME's) dealers and that the supplier (e.g., KME) will
20 not charge a price above that which is in its proposal.

21 106. Similarly, suppliers' contracts with HGAC, in which they are defined as
22 "Contractor," provide: "The H-GAC Customer [i.e., purchasing entity] is responsible for
23 making payment to the Contractor upon delivery and acceptance of the goods or
24 completion of the services and submission of the subsequent invoice," and "Contractor
25 agrees and acknowledges that any such designations of distributors, vendors, resellers or
26

27 ³ Sourcewell, NASPO ValuePoint, and HGAC are examples of important competitive bid-
28 sourcing agents responsible for soliciting, collecting, and evaluating bids for many public
entities' fire equipment purchases.

1 the like are for the convenience of the Contractor only and *the awarded Contractor will*
2 *remain responsible and liable for all obligations under the Contract* and the performance
3 of any designated distributor, vendor, reseller, etc.” (emphasis added). The contract
4 continues: “Contractor is also responsible for receiving and processing any Customer
5 purchase order in accordance with the Contract and forwarding of the Purchase Order to
6 the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC
7 reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add
8 entities after a contract is awarded.”

9 107. Being a REV Group Defendant’s dealer is a very lucrative business.
10 Dealers are given exclusive rights to sell each REV Group brand of apparatuses to the
11 customers in their designated geographic area. On the other hand, dealers also face the
12 threat of being closed down as a result of the REV Group Defendants’ consolidation
13 campaign. Given these benefits alongside the risk of termination, the REV Group
14 Defendants’ dealers lack any incentive to take action against them. It is therefore not
15 surprising that Plaintiff’s research yielded no examples of a lawsuit filed by a REV
16 Group dealer against any REV Group Defendant after its acquisition by REV Group.

17 108. Some of the same individuals who make decisions for the REV Group
18 Defendants also make decisions for their dealers, including about the ways in which they
19 compete. For instance, Mike Virnig, the President of REV Group, has publicly stated that
20 REV Group dictates dealer behavior and how dealers compete for business, stating,
21 “What I won’t tolerate is negative selling. I won’t tolerate it with our competitors, and I
22 won’t tolerate it within the group. If I even get a hint or see anything like a dealer taking
23 a shot at another dealer, we step in and say, ‘Stop it.’”

24 **2. The Oshkosh Defendants and BME Defendants**

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

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

6 110. For example, the Town purchased its Pierce apparatuses from Pierce using
7 an NPP Gov cooperative contract with Pierce, with Pierce exclusive dealer Hughes Fire
8 Equipment serving as the conduit. Consistent with Pierce's control over its dealers, HFE
9 generally only sells Pierce, Oshkosh, and BME Fire Apparatuses; for example, it does not
10 offer REV Group or Rosenbauer-branded apparatuses.

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

20 112. The Oshkosh Defendants and BME Defendants exercise significant control
21 over their hand-picked exclusive dealers and are effectively the counterparty to
22 customers' purchases of their apparatuses through Pierce dealers.

23 113. This is illustrated by the fact that one or more Oshkosh Defendants is
24 identified as the relevant "vendor" or "contractor" of its Fire Apparatuses in its contracts
25 with co-ops such as Sourcewell, NASPO ValuePoint, and HGAC, as well as in its
26 contracts and in the addenda to its contracts with some customers. Indeed, everything

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

1 discussed above with respect to the REV Group Defendants' contracts with co-ops like
2 Sourcewell and HGAC apply equally to Pierce's.

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

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

16 116. Similarly, suppliers' (e.g., Pierce's) contracts with HGAC provide,
17 “Contractor [e.g., Pierce] shall sell its products to CUSTOMER/END USER [e.g., the
18 city or county] based on the pricing and terms of this Master Agreement,” and “[i]f
19 Contractor's [e.g., Pierce's] Direct Cost decreases at any time during the full term of this
20 award, Contractor must immediately pass the decrease on to H-GAC and lower its prices
21 by the amount of the decrease in Direct Cost.” Since the HGAC participant (e.g., the city
22 or county) is the actual purchaser of the apparatus on the HGAC contract, this means that
23 pursuant to the contract, Pierce agrees to lower price *directly to the HGAC participant*
24 *(e.g., the city or county)* if it experiences a cost decrease, regardless of whether a dealer
25 sits between them on the paperwork. Pierce further agrees in the HGAC agreement which
26 participating entities (e.g., the city or county) use to purchase trucks from Pierce that
27 “Contractor [Pierce] shall provide the same prices, warranties, benefits, or terms to H-
28

1 GAC and its CUSTOMER/END USER as provided in its most favorable past Master
2 Agreement.”

3 117. As another example, as one apparatus dealer explained in a letter to a
4 prospective client, the dealer, on behalf of the supplier (here, Pierce), would be offering
5 the municipality an “HGAC quoted price” and “since the terms of the agreement have
6 already been negotiated . . . there is no need for a separate contract.” That is, while
7 Pierce, the vendor, set the price through its negotiations with HGAC, the dealer’s role
8 was merely to help the municipality “coordinate all paperwork with the manufacturer to
9 start the order.”

10 118. In fact, some cities’ and counties’ contracts with dealers to purchase fire
11 apparatuses using cooperative purchasing entities’ contracts with manufacturers explicitly
12 state that the dealer and the city or county “recognize that in actual economic practice,
13 overcharges by the [dealer’s] suppliers [e.g., Pierce] resulting from violations of state or
14 federal antitrust laws are in fact borne by the City. Therefore, the [dealer] assigns to the
15 City any and all causes of action both now and in the future that it may have against any
16 party under all state and federal antitrust laws for the products or services that are the
17 subject of this Contract.” This is an explicit recognition that there is no overcharge borne
18 by the dealer that gets passed through to the city or county. Rather, the city or county
19 bears the overcharge directly.

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

24 120. Pierce dealers’ contracts with some customers contain price adjustment
25 clauses stating, “If the Producer Price Index of Components for Manufacturing . . . has
26 increased at a compounded annual growth rate of 5.0% or more between the month
27 *Pierce* accepts the order (‘Order Month’) and a month 14 months prior to the then
28 predicted Ready For Pickup date (‘Evaluation Month’), then pricing may be updated in

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

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

19 122. At the same time, being a Pierce dealer confers a number of benefits.
20 Dealers are given exclusive rights to sell Pierce, Maxi-Métal, and Boise Mobile Fire
21 Apparatuses to all of the customers in their designated geographic area, as well as the
22 ability to provide all servicing and repair to those customers. As a part of the apparatus
23 purchase process, Pierce gives its dealers the ability to develop lucrative custom service
24 contracts with customers, and they are tasked with managing all warranty issues for
25 customers.

26 123. Given these benefits, Pierce dealers lack any incentive to take action
27 against Pierce, Oshkosh, or the BME Defendants. And Oshkosh, in turn, is confident that
28 its dealer network will remain a strong and stable source of revenue for years to come.

1 For example, in its 2024 financial reports, Oshkosh includes the Pierce dealer network as
2 an intangible asset with a \$16.9 million net book value and a 40-year lifespan—meaning,
3 in other words, that Oshkosh considers the Pierce dealer network so reliable that it will
4 contribute directly or indirectly to company cash flows for the next four decades. It is
5 therefore unsurprising that Plaintiff’s research yielded no examples of a lawsuit ever filed
6 by a Pierce dealer against Pierce, Oshkosh, or the BME Defendants.

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

8 ***A. Relevant Product Markets***

9 124. Defendants’ acquisition schemes have substantially concentrated, increased
10 their market shares, and tended to create monopolies in several markets, including: (1)
11 the market for Custom Chassis for Custom Apparatuses; (2) the markets for Custom
12 Pumpers, Custom Aerials, and Custom Quints; (3) the Wildland Fire Apparatus market;
13 and (4) the broader Fire Apparatus market (which includes within it the Custom
14 Apparatus and Wildland Fire Apparatus markets).

15 ***1. Custom Chassis Market***

16 125. Custom Chassis are inputs that Fire Apparatus builders use to assemble
17 their Custom Pumpers, Custom Quints, and Custom Aerials. Custom Chassis are
18 designed specifically for Custom Apparatuses.

19 126. While Fire Apparatus purchasers do not purchase Custom Chassis as
20 standalone parts from Fire Apparatus builders, they do purchase Custom Chassis from
21 Fire Apparatus Builders as a part of the completed Custom Apparatus. For example, when
22 a customer purchases a Custom Fire Apparatus from Pierce, the purchase price reflects
23 the price to build the entire apparatus, including the cost to Pierce to manufacture the
24 Custom Chassis on which the apparatus is built. The REV Group Defendants’
25 consolidation of manufacturers of Custom Chassis has therefore impacted the competitive
26 conditions under which apparatus customers purchase Custom Fire Apparatus.

27 127. Custom Chassis are not interchangeable with commercial chassis, as
28 various distinct characteristics meet the particular demands of each fire department.

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

4 129. Custom Chassis air intakes are designed to operate in environments where
5 intense heat and embers are present, making them safer and otherwise more suitable than
6 commercial chassis to operate in fire emergency environments.

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

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

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

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

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

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

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

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

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

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

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

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

27

28

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

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

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

12 ***2. Markets for Custom Pumpers, Custom Aerials, and Custom Quints***

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

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

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

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

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

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

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

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

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

24 153. Custom Apparatuses have distinct customers. Most fire departments require
25 bespoke Fire Apparatuses to meet the specific needs of their regions. These specific needs
26 are based on the environments they serve—for example, a crowded urban area with
27 narrow streets, or a mountainous region with significant snowfall. Generally, these
28 specific needs are met by the distinct characteristics offered by Custom Pumpers, Custom

1 Aerials, and Custom Quints. When prices rise, fire departments—public entities using
2 taxpayer dollars to purchase their Custom Apparatuses—generally have no reasonable
3 substitutes to which to turn.

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

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

12 156. Custom Apparatuses are significantly more expensive than commercial
13 apparatuses because they are built on Custom Chassis and use other customized parts.

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

19 158. Other types of Fire Apparatus, such as Initial Attack Fire Apparatus and
20 Mobile Water Supply Fire Apparatus, as well as pumpers that are built on commercial
21 chassis, are not in the Custom Pumper, Custom Aerial, and Custom Quint markets. These
22 apparatuses are generally built on commercial chassis manufactured by suppliers like
23 Ford and Daimler, required to meet less demanding industry standards, and primarily
24 designed for ancillary firefighting functions such as rapid response, the provision of
25 auxiliary water supply, and command and control operations. Additionally, these types of
26 vehicles are sold by a broader set of manufacturers under different competitive
27 conditions.

28

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

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

11 ***3. Wildland Fire Apparatus Market***

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

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

24 163. These builders market their Wildland Fire Apparatuses as a distinct
25 category of apparatus on their websites and in their marketing materials. For example,
26 REV Group subsidiary KME explains that “off-road is a specialized environment
27 requiring specialized features. Features like heavy duty subframes to keep the body
28 strong, flexible mounting systems to allow the body to move independently from the

1 chassis or true pump-and-roll to allow a strong, steady fire attack while the truck moves
2 at whatever speed the operator desires.”

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

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

22 **Table 7.14.3.1 Rollover Stability Requirements**

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

27
28 **Figure 9**

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

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

8 168. Although there are distinct markets within the broader Wildland Fire
9 Apparatus market (e.g., the markets for Type 3 versus Type 6 Wildland Fire Apparatuses),
10 and although each distinct apparatus serves a specific need that cannot be easily fulfilled
11 by other types of apparatuses within this market, the competitive conditions for the
12 manufacture and sale of each distinct type of Wildland Fire Apparatus are similar enough
13 to allow for analyzing the competitive conditions for all Wildland Fire Apparatuses
14 together. Each Wildland Fire Apparatus must meet strict industry standards for Wildland
15 Fire Apparatuses. Each is purpose-built to meet the demands of the most challenging off-
16 road and wildland firefighting environments, such as navigating tight trails and
17 responding in remote terrain without a proximate water source. And each is primarily
18 manufactured by the same set of companies in similar facilities with similar sets of
19 customers. For these and other reasons discussed herein, Wildland Fire Apparatuses are
20 not reasonably interchangeable with other Fire Apparatuses. A hypothetical monopolist of
21 each type of Wildland Fire Apparatus, and of all Wildland Fire Apparatuses, could
22 profitably impose a small but significant, non-transitory increase in the price of at least
23 one product in each such group of products.

24 **4. Fire Apparatus Market**

25 169. Where distinct product markets exist within a broader economically
26 integrated market, anticompetitive effects may be assessed at the level of those product
27 markets as well as the larger market in which the product markets reside in an
28 amalgamated fashion. Here, the foregoing markets for Custom Pumpers, Custom Aerials,

1 Custom Quints, and Wildland Fire Apparatuses, along with commercial pumpers and
2 other fire apparatuses built on custom and commercial chassis, together comprise a
3 broader market to build fire apparatuses (the “Fire Apparatus” market). Specifically, this
4 market is comprised of all of the apparatuses identified by the NFPA as meeting NFPA
5 Standard 1900 for (1) “Automotive Fire Apparatus”—“vehicle[s] designed to be used
6 under emergency conditions to transport personnel and equipment or to support the
7 suppression of fires or mitigation of other hazardous situations”—and (2) Wildland Fire
8 Apparatuses.

9 170. This broader Fire Apparatus market, which includes constituent antitrust
10 markets for Custom and Wildfire Apparatuses and other products, is itself a relevant
11 antitrust market because it contains products that are grouped together as meeting the
12 same NFPA standards and are typically offered or marketed together by the same sellers,
13 fire apparatus manufacturers, to the same set of buyers, local fire departments. That is,
14 the industry recognizes Automotive Fire Apparatuses and Wildland Fire Apparatuses as
15 “Fire Apparatus” for which minimum standards are necessary to enable fire departments
16 to protect the public safety and their firefighting personnel, and there is a distinct set of
17 manufacturers that market themselves as building and supplying “Fire Apparatus” to fire
18 departments.

19 171. Thus, although there are distinct apparatus markets within the broader Fire
20 Apparatus market (e.g., the markets for commercial pumpers versus commercial tankers),
21 and although each distinct apparatus type serves a specific need that cannot be easily
22 fulfilled by other types of apparatuses within this market, the competitive conditions for
23 the manufacture and sale of Fire Apparatuses in this broad market are similar enough to
24 allow for analyzing the competitive conditions for this broad group of products together.

25 172. Each Fire Apparatus must meet strict industry standards for Fire
26 Apparatuses. Each is purpose-built to respond to fires. Each is primarily manufactured by
27 the same set of companies in similar facilities with similar sets of customers. For these
28 and other reasons alleged herein, other kinds of apparatuses and trucks—for example,

1 emergency vehicles and commercial infrastructure vehicles like terminal trucks and street
2 sweepers, or fire trucks that do not meet NFPA Standard 1900—are not reasonably
3 interchangeable with Fire Apparatuses, because these other apparatuses and trucks are not
4 sufficiently designed and built to respond to fires in emergency conditions. Indeed, NFPA
5 Standard 1900 specifies numerous standards that “Fire Apparatus” must meet to qualify
6 as such.

7 173. As mentioned, a hypothetical monopolist of Custom Pumpers, Custom
8 Aerials, Custom Quints, and Wildland Fire Apparatuses could profitably impose a small
9 but significant, non-transitory increase in the price of at least one product in each such
10 group of products. In addition, a hypothetical monopolist of each other type of Fire
11 Apparatus, and of all Fire Apparatuses together, could also profitably impose a small but
12 significant, non-transitory increase in the price of at least one product in each such group
13 of products, because in response to such a price increase, an insufficient number of
14 purchasers (predominantly fire departments) would switch to purchasing other kinds of
15 vehicles so as to make the price increase unprofitable.

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

17 174. The geographic scope of the relevant markets for Custom Chassis, Custom
18 Pumpers, Custom Quints, Custom Aerials, Wildland Fire Apparatuses, and Fire
19 Apparatuses for purposes of this action is the United States.

20 175. Purchasers of new Custom Chassis, Custom Pumpers, Custom Aerials,
21 Custom Quints, Wildland Fire Apparatuses, and other Fire Apparatuses in the United
22 States cannot reasonably, and generally do not, turn to manufacturers without a domestic
23 dealer presence in the United States to source these apparatuses. Manufacturers of these
24 apparatuses outside the United States cannot reasonably, and generally do not, sell these
25 apparatuses to purchasers in the United States without an established domestic dealer
26 presence.

27 176. A key limitation on the ability of localities to import Fire Apparatuses from
28 outside the United States is the mismatch between NFPA standards for Fire Apparatuses,

1 which are largely adopted by localities in the United States and Canada, and non-NFPA
2 standards that exist for fire apparatuses outside the United States.

3 177. For example, while a vast majority of fire departments in the United States
4 and Canada have accepted baseline standards for Automotive Fire Apparatus and
5 Wildland Fire Apparatus, known as NFPA 1900 (what one industry publication has called
6 the “bible of fire apparatus purchasing” in the United States), countries in Europe and
7 other continents set standards on a country-by-country basis. Non-U.S. models and
8 NFPA-approved models can differ in overall dimensions, compartment layouts, crew
9 areas, and pump configurations. This means that a vast majority of fire apparatuses that
10 might meet a particular country’s standards outside the United States would not meet the
11 standard of a U.S. locality like the Town.

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

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

27 180. The United States is the relevant geographic market for the Custom Chassis
28 markets for similar reasons. Purchasers of Custom Chassis in the United States cannot

1 reasonably, and generally do not, turn to manufacturers outside the United States to
2 source these chassis. Manufacturers of Custom Chassis outside the United States cannot
3 reasonably, and generally do not, sell to purchasers in the United States.

4 181. There are significant differences in the use of Custom Chassis in versus
5 outside of the United States. For example, whereas a majority of fire trucks sold in the
6 United States are built with Custom Chassis, “[o]utside North America, there are very
7 few custom fire apparatus chassis,” and, instead, most fire apparatuses “are what could be
8 defined as ‘commercially available trucks’ adapted for fire apparatus use.” As one
9 industry publication has explained, “[a] typical pumper in Europe is built on a
10 commercial chassis and has high compartmentation with highly organized interior
11 spaces.” A one-time national sales manager for Rosenbauer echoed this sentiment, noting
12 that “in Europe, about 95% of chassis are commercial.”

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

16 183. Although NFPA standards for Fire Apparatuses are largely adopted by
17 localities both in the United States and Canada, in practice, localities are limited in their
18 ability to self-import fire apparatuses from Canada if the Canadian manufacturer lacks a
19 meaningful retailing presence in the United States.

20 184. Without such domestic presence, localities generally will find it challenging
21 to self-import the apparatuses into the United States and thus, will lack a reliable option
22 to service and repair the apparatuses, especially during the initial warranty period. And
23 typically, almost no customers import Canadian apparatuses into the United States
24 themselves if the apparatus builder does not have a dealer and service presence in the
25 United States to service those imported apparatuses.

26 185. Hence, although fire apparatuses manufactured in Canada may be
27 technically compatible with domestic standards, only those that are manufactured in
28

1 Canada and retailed in the United States through a permanent and meaningful domestic
2 retailing presence are imports included within the relevant geographic market.

3 186. A hypothetical monopolist of Custom Chassis, Custom Pumpers, Custom
4 Aerials, Custom Quints, Wildland Fire Apparatuses, and Fire Apparatuses sold to
5 customers in the United States could profitably impose a small but significant and non-
6 transitory increase in price of each of these products.

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

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

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

1 welding, plumbing, assembly and electrical work, making it one of the most
2 technically demanding aspects of fire truck manufacturing.”

- 3 • Manufacturing of the Custom Chassis and components, “including the sub-
4 assemblies within the frame rails, wheels and axles, engine and transmission, and
5 the cab.”
- 6 • Final assembly and interior finishing, including mounting the painted body and
7 water tank on the chassis, connecting the electrical wiring and plumbing systems,
8 and installing any aerial devices;
- 9 • Stringent testing and calibration;
- 10 • Third-party inspection by an NFPA-certified inspector;
- 11 • Skilled personnel that have experience in building Fire Apparatus and
12 manufacturing Custom Chassis.

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

25 189. A further barrier to entry is the substantial network of dealers that the well-
26 established apparatus suppliers have amassed over decades. For example, Pierce boasts of
27 “960+ dedicated service professionals,” “100 service centers with 24/7/365 response,”
28 “In-house custom refurbishment,” “150+ mobile service unit fleet comes to you,”

1 “Extensive factory inventory,” “Online parts catalog,” and “Certified maintenance &
2 operational training.” And, as noted above, Oshkosh considers the dealer network a
3 valuable intangible asset with a 40-year lifespan.

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

11 191. For example, Sourcewell’s 2021 RFP #113021, which requested proposals
12 for Firefighting Apparatuses and Fire Service Vehicles, included the following
13 specifications:

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

25 192. Brand loyalty and other factors favoring incumbent apparatus
26 manufacturers present additional barriers to entry. In announcing the Spartan acquisition,
27 REV Group’s then-CEO acknowledged that “fire apparatus tends to be an incumbent
28 business” and that “[f]ire chiefs and fire houses are typically brand loyal, which creates a

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

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

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

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

27 196. Another barrier to entry into the market to manufacture and supply Custom
28 Chassis is the vertical integration of several Custom Chassis manufacturers into Fire

1 Apparatus building, including the Oshkosh Defendants and REV Group Defendants. The
2 Custom Apparatus building businesses of these vertically integrated companies are
3 captive to their Custom Chassis manufacturing businesses, i.e., Pierce does not purchase
4 Custom Chassis from competing manufacturers; it exclusively uses Pierce-manufactured
5 Custom Chassis. This effectively forecloses would-be Custom Chassis manufacturing
6 market entrants from all of the demand represented by these vertically integrated Custom
7 Apparatus builders which dominate the relevant markets.

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

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

21 198. No one is better positioned to appreciate fire departments' need for Fire
22 Apparatuses and the profits to be had from eliminating competition in the relevant
23 markets than the REV Group Defendants, AIP Defendants, Oshkosh Defendants, and
24 BME Defendants.

25 199. Where the family-owned apparatus and chassis manufacturing businesses
26 of the 20th century saw the opportunity to build quality lifesaving products at reasonable
27 prices to serve the public safety, the REV Group Defendants and AIP Defendants, and the
28 Oshkosh Defendants and BME Defendants, saw a profit opportunity. Through a series of

1 acquisitions of apparatus and chassis manufacturers—Oshkosh’s purchase of Maxi-Métal
2 and acquisition of an ownership interest in the BME Defendants, and AIP and REV
3 Group’s acquisitions of E-ONE, KME, Ferrara, and Spartan Emergency Response—
4 Defendants have consolidated the relevant markets and ballooned their respective market
5 shares, enabling them to dictate the terms on which apparatuses and chassis are purchased
6 and extract hundreds of millions of dollars in value from public entities and taxpayers.
7 Defendants’ acquisitions have destroyed any meaningful competition in these markets.

8 ***A. The REV Group Defendants and AIP Defendants’ Anticompetitive***
9 ***Conduct***

10 200. In 2008, at the onset of the Great Recession, the AIP Defendants, led by
11 their private equity firm American Industrial Partners, acquired E-ONE, entering a
12 competitive and relatively deconcentrated market that was ripe for consolidation. Fire
13 trucks are a necessity, and demand from municipalities and other public entities is
14 inelastic. When the availability of a well-maintained fire truck can be the difference
15 between life and death, the local fire department will continue to buy fire trucks—even
16 after a private equity firm jacks up the price.

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

26 202. In 2020, the AIP Defendants and REV Group swallowed several historic
27 brands at once with their Spartan Emergency Response acquisition, adding Spartan as
28 well as Smeal, Ladder Tower, DTM, and UST to REV Group’s brand portfolio. At the

1 time, Spartan Motors was the third-largest Custom Apparatus manufacturer after Pierce
2 and REV Group. And while E-ONE, KME, Ferrara, and Spartan Motors all manufactured
3 Custom Chassis for use in their Custom Apparatuses, Spartan Motors had a unique and
4 well-established business as the supplier—usually the sole supplier—of Custom Chassis
5 to approximately 40 smaller apparatus builders. In its announcement of the acquisition,
6 REV Group boasted that “[t]he newly combined business will further solidify [REV
7 Group’s Fire & Emergency segment] as a top-two North American fire apparatus
8 manufacturer.”

9 203. After its 2020 Spartan acquisition, in September 2021, REV Group
10 announced the closure of the two KME plants in Nesquehoning, Pennsylvania, and
11 Roanoke, Virginia, consolidating the production of Custom Chassis and Custom
12 Pumpers, Custom Aerials, and Custom Quints under the KME and Ferrara brands at the
13 Holden, Louisiana plant. The plant closures affected nearly 400 workers in Nesquehoning
14 and an unknown number in Roanoke. KME delivered the last apparatus produced in its
15 Nesquehoning plant to the fire department of Lehighton, Pennsylvania, in April 2022.

16 204. The consolidation of KME’s and Ferrara’s manufacturing facilities into a
17 single plant in Holden, Louisiana directly resulted in worse terms for customers.
18 Employees were now tasked with building two different apparatus lines instead of
19 focusing on a single platform. This manufacturing consolidation thus not only slowed
20 production but also negatively impacted overall build quality. Additionally, the
21 consolidation combined existing production backlogs into one facility, significantly
22 extending build times.

23 205. Indeed, while REV Group was closing the factories it acquired, the backlog
24 of orders to its clients grew. As of REV Group’s 2025 Q3 earnings call, the backlog of
25 undelivered orders in its fire and emergency vehicles was more than two years. From
26 2020 to 2024, REV Group’s backlog for its segment that includes fire and emergency
27 vehicles grew from \$965 million to a massive \$4.18 billion in undelivered orders.
28

1 206. Rather than viewing these unfulfilled customer expectations as a problem,
2 REV Group boasted that the backlog benefitted the company by making its demand more
3 predictable and rendering the company an “attractive investment opportunity.” REV
4 Group even promoted executive Mike Virnig to President of REV Group because the
5 backlog for Fire Apparatuses had tripled under his tenure in a prior role.

6 207. Beyond the closure of the KME plants in early 2022, the AIP and REV
7 Group Defendants’ roll-up scheme has allowed the REV Group Defendants to continue to
8 reduce their operating footprint, their manufacturing capacity, and the repair and
9 replacement services offered to REV Group Fire Apparatus customers. One fire chief in
10 Benton, Arkansas reported that, while he used to be able to call a local contact and get
11 parts for his Ferrara trucks within a day, it took more than 10 months to get needed parts
12 from REV Group in 2024.

13 208. Through their roll-up scheme, the AIP and REV Group Defendants also
14 inflated their profits by reducing choice for customers. Before being acquired by REV
15 Group, the acquired companies had developed distinct products and identities that could
16 satisfy fire departments’ diverse needs. Those needs are determined by a community’s
17 setting, the density of the communities they serve, the mix of residential, commercial,
18 and industrial buildings in those communities, water availability, the topography of the
19 region, the climate, fire department staffing levels, station distribution, available budgets,
20 the preferences of the firefighters themselves, and the type of equipment the apparatus
21 will carry.

22 209. Today, in its investor presentations, REV Group recognizes and touts the
23 value proposition of its differentiated brands. But behind the scenes, the REV Group
24 Defendants have eliminated variations to inflate their margins. For instance, after the
25 2020 Spartan acquisition, the REV Group Defendants (according to REV Group)
26 “developed an integrated product roadmap across our Fire Group brands to enable
27 platforming and simplification” which would “lead to the standardization of
28 subassemblies[.]” The REV Group Defendants work internally to “converge designs” of

1 the brands they have consolidated. Because the REV Group Defendants know that their
2 customers value the historical differences in the brands they consolidated and maintain
3 brand loyalty, they focus the standardization of their apparatuses on “items not visible” to
4 their customers.

5 210. One REV Group presentation explains this approach in the context of
6 apparatus cab doors. The REV Group Defendants’ “convergence” program involves
7 standardizing the internal mechanisms and parts for apparatus cab doors, while
8 maintaining only the superficial appearance of the doors. Other aspects of its apparatuses
9 “not visible” to the customer that the REV Group Defendants have identified to
10 “converge designs” of their brands include engine cooling systems, cab electronics,
11 steering systems, engine emissions systems, axles, brakes, and occupant protection
12 systems like safety belts and airbags.

13 211. Similarly, manufacturers REV Group and the AIP Defendants acquired used
14 to rely on a broad array of Custom Chassis across their apparatuses. But since acquiring
15 Spartan, REV Group has embarked on a program to transition its Fire Apparatuses onto
16 the same lines of Spartan Custom Chassis, despite customers’ preference for
17 diversification of options and not to be dependent on a single line of chassis. Building its
18 apparatuses on a limited range of Spartan Custom Chassis has allowed the REV Group
19 and AIP Defendants to capture more of the margin for each truck.

20 212. On top of ordering the closures of the KME plants in September 2021, REV
21 Group’s Board of Directors approved a share repurchase program the same month.
22 Having authorized the repurchase of up to \$150 million of outstanding stock, REV Group
23 bought back \$70 million worth of its own stock by the end of fiscal year 2022. In June
24 2023 and December 2024, despite growing production bottlenecks which warranted
25 additional capital investment to increase manufacturing capacity, the Board repeatedly
26 approved new share repurchase programs, authorizing buybacks worth up to \$175 million
27 and \$250 million respectively. REV Group has bought back at least \$126.1 million worth
28 of shares under these programs, bringing the total spent on buybacks (which effectively

1 line the pockets of its shareholders, including the AIP Defendants and the very
2 shareholder board members who approved the buybacks) since 2021 to nearly \$200
3 million.

4 213. REV Group has used other mechanisms to extract the fruits of Defendants'
5 unlawful conduct for the AIP Defendants and their investors since executing their roll-up
6 scheme and completing their plant closures in 2022. In fiscal years 2022, 2023, and 2024,
7 REV Group paid a quarterly cash dividend of \$0.05 per share of common stock instead of
8 investing capital in manufacturing capacity. And in fiscal year 2024, REV Group paid a
9 special cash dividend of \$3.00 per share, worth \$178.1 million alone and \$192 million in
10 combination with the quarterly dividends. Nearly \$80 million of it went to American
11 Industrial Partners.

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

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

24 ***B. The Oshkosh Defendants' and BME Defendants' Anticompetitive***
25 ***Conduct***

26 216. The Oshkosh Defendants have more recently gotten into the consolidation
27 and roll-up business. Over the last four or five years, Oshkosh acquired Maxi-Métal, and
28 the Oshkosh Defendants acquired an ownership interest in the BME Defendants.

1 217. Maxi-Métal is a leading designer of Custom Fire Apparatuses based in
2 Quebec, Canada. Founded in 1983, Maxi-Métal employs over 90 workers in Canada and
3 is a dominant player in the Canadian fire apparatus markets, claiming to hold a 55%
4 market share in Quebec and approximately 20% across all of Canada.

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

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

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

25 221. Oshkosh and Pierce watched carefully as Maxi-Métal made inroads into
26 their incumbent U.S. markets. They knew firsthand the strength and quality of Maxi-
27 Métal’s products and the competitive threat its entry into the U.S. markets posed. So, they
28

1 acquired it. On June 13, 2022, Oshkosh announced it had completed its acquisition of
2 Maxi-Métal.

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

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

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

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

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

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

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

24 227. There is overwhelming evidence that Defendants’ acquisition schemes have
25 enabled them to acquire market dominance and to use that power to produce substantial
26 anticompetitive effects. Defendants’ acquisitions substantially increased their market
27 shares and concentration levels in the relevant markets—thus raising a presumption that
28 the acquisitions may substantially lessen competition or tend to create monopolies. They

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

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

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

26 229. In each of the relevant markets, Defendants' anticompetitive conduct has
27 substantially increased concentration levels and Defendants' shares of these markets.
28

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

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

14 232. The Merger Guidelines explain that a merger that significantly increases
15 market concentration is presumptively unlawful. Specifically, a merger is presumptively
16 illegal when the post-merger HHI exceeds 1,800 and the merger increases the HHI by
17 more than 100 points. Supreme Court precedent also establishes that a merger that results
18 in a combined firm with market share of 30% or more is also presumptively unlawful.

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

21 233. Based on publicly available information, in the U.S. Custom Pumpers
22 market the REV Group Defendants hold more than a 25% share. The Oshkosh
23 Defendants hold more than a 40% share of this market.

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

27 235. These shares are consistent with Defendants’ public reporting of their
28 positions in the relevant markets. For example, in its response to Sourcewell’s request for

1 bids to supply Fire Apparatuses to Sourcewell purchasing cooperative participants in
2 2025-2026, REV Group reported that its “US market share for the solutions that [it was]
3 proposing” is “25.86%.” These “solutions” included Custom Pumpers, commercial
4 pumpers, initial attacks, single-axle tenders, tandem-axle tenders, light rescues, heavy
5 rescues, full response pumpers, and industrial foam delivery systems. Many of these
6 apparatuses are outside the relevant U.S. markets for Custom Pumpers, Custom Aerials,
7 and Custom Quints and are built by a larger set of manufacturers than the small set of
8 important suppliers in the Custom Pumper, Aerial, and Quint markets.

9 236. Oshkosh’s acquisition of Maxi-Métal resulted in a combined market share
10 of Pierce and Maxi-Métal exceeding 40% in the Custom Pumpers market and was
11 therefore presumptively illegal.

12 237. Based on publicly available information, the U.S. Custom Pumpers market
13 is highly concentrated, with HHIs exceeding 2,300. The AIP Defendants and REV
14 Group’s acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency Response
15 cumulatively resulted in an increase in HHI far exceeding 100 in the already highly
16 concentrated U.S. Custom Pumpers market and were therefore presumptively unlawful.

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

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

24 239. Based on publicly available information, in the U.S. Custom Chassis
25 market the REV Group Defendants hold an approximately 30% share. The Oshkosh
26 Defendants hold more than a 50% share of this market.

27 240. Based on publicly available information, the U.S. Custom Chassis market is
28 highly concentrated, with HHIs exceeding 3,500. The AIP Defendants and REV Group’s

1 acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency Response resulted in a
2 cumulative increase in HHI far exceeding 100 in the already highly concentrated U.S.
3 Custom Chassis market and therefore were presumptively unlawful. The AIP Defendants
4 and REV Group's acquisition of Spartan Emergency Response alone was presumptively
5 unlawful, as it resulted in a cumulative increase in HHI far exceeding 100 in the already
6 highly concentrated U.S. Custom Chassis market.

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

8 241. Based on publicly available information, in the U.S. Wildland Fire
9 Apparatuses Market the combined share of the Oshkosh Defendants and BME
10 Defendants far exceeds 30%. For example, the Oshkosh Defendants and BME
11 Defendants manufacture approximately 60% of all Type 3 Wildland Fire Apparatuses in
12 the United States, one of the two most widely used Wildland Fire Apparatuses.

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

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

18 243. Based on public reporting, in the broader relevant market to manufacture
19 and sell Fire Apparatuses to purchasers in the United States, the REV Group Defendants
20 hold a share in excess of 30%. Indeed, in an April 2024 interview, the President of REV
21 Group's Specialty Vehicles Division Mike Virnig stated, "We're about 40% of the fire
22 truck business." Based on public reporting, the combined share of the Oshkosh
23 Defendants and BME Defendants far exceeds 30%; and the combined share of the
24 Oshkosh Defendants and Maxi-Métal far exceeds 30%.

25 244. Based on publicly available information, the U.S. Fire Apparatus market
26 was already concentrated before the AIP Defendants and REV Group's acquisitions of E-
27 ONE, Ferrara, KME, and Spartan Emergency Response. After these four acquisitions, the
28

1 post-transaction HHI in the U.S. Fire Apparatus market exceeded 1,800, with an HHI
2 delta of more than 100 from before the first acquisition to after the most recent.

3 **2. Defendants' Unlawful Acquisitions Have Substantially Lessened**
4 **and May Substantially Lessen Competition or Tend to Create a**
5 **Monopoly**

6 245. Beyond enabling the REV Group Defendants, Oshkosh Defendants, and
7 BME Defendants to control high shares of concentrated markets, Defendants' acquisition
8 schemes tend to and have substantially lessened competition in several other ways.

9 246. *First*, the acquisitions eliminated substantial competition between firms
10 previously competing head-to-head to offer the same products. For example, E-ONE,
11 Ferrara, KME, and Spartan each used to independently produce their own Custom
12 Chassis for their own Custom Apparatuses. Fire departments historically would routinely
13 put E-ONE, Ferrara, KME, and Spartan in competition with each other to win awards for
14 Custom Pumpers, Custom Aerials, or Custom Quints. With REV Group and the AIP
15 Defendants' consolidation of these four competitors into a single firm, that direct, head-
16 to-head competition is gone.

17 247. Similarly, the Oshkosh Defendants' acquisition of an ownership interest in
18 the BME Defendants eliminated head-to-head competition to produce, market, and sell
19 Type 3 Wildland Fire Apparatuses. Indeed, Pierce's BXTM Wildland apparatus is virtually
20 indistinguishable from the BME Defendants' Model 34 Type 3 Engine. Both apparatuses
21 feature around 500-gallon tanks, 500 gallon-per-minute pumps, pump-and-roll
22 capabilities, full-depth storage, low-profile designs, and 4x4 off-road performance for
23 harsh terrain on International chassis for wildland-urban interface operations. Figure 10
24 below shows a side-by-side comparison of these two apparatuses, with the BME Model
25 34 on the left and the Pierce BXTM Wildland on the right:



Figure 10

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

249. **Second**, the acquisitions eliminated numerous independent sources of Fire Apparatus manufacturing capacity. Before their absorption into REV Group, firms such as KME, Spartan, and Ferrara were vertically integrated builders with the inherent capacity to expand their own Custom Chassis production to meet market demand. And before their absorption into Oshkosh, firms like Maxi-Métal had the ability and incentive to expand Fire Apparatus output to meet increased demand, keeping prices at competitive levels. Had these firms remained independent, they would have served as a vital check

1 against any attempt by the REV Group Defendants, Oshkosh Defendants, or BME
2 Defendants to artificially limit supply and create a backlog. Instead, following the
3 acquisitions, the REV Group Defendants systematically shuttered assembly sites and
4 consolidated production, eliminating the potential excess capacity that former
5 competitors in the market could have wielded to expand production and meet demand. By
6 removing these multiple independent sources of Custom Chassis and Fire Apparatuses,
7 the REV Group Defendants, AIP Defendants, Oshkosh Defendants, and BME Defendants
8 were able to create a bottleneck that affected the entire market, forcing the remaining
9 market participants to increase their lead times and allowing them to raise prices to meet
10 pent-up demand.

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

22 251. The fact that many market participants entirely rely on the REV Group
23 Defendants for the supply of Custom Chassis further exacerbates the risk of tacit or
24 explicit coordination in the market. The REV Group Defendants now have the ability to
25 increase the price of a critical input—representing over 25% of the total cost of an
26 apparatus—across several competing apparatus builders, and are constantly fed
27 confidential information from rival builders who are also their Custom Chassis customers
28 regarding delivery dates, prices, proprietary innovations, client lists, and backlogs.

1 Similarly, the Oshkosh Defendants and BME Defendants’ “collaboration” through BME
2 Fire Trucks enables them to share information on pricing, product plans and features, and
3 output, further enabling explicit and tacit collusion. With such a tightly concentrated
4 market, Defendants’ smaller competitors can (and have) mirrored Defendants’ price
5 increases and worsening of terms, making it impossible for fire departments to obtain
6 competitive prices. Defendants are responsible for the higher prices and other worsening
7 of terms that fire departments and public entities like the Town have incurred, regardless
8 of whether they purchased one of Defendants’ apparatuses or a rival’s.

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

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

24 254. REV Group and the AIP Defendants’ acquisition of Spartan Emergency
25 Response removed the industry’s premier independent manufacturer of Custom
26 Chassis—a critical input for Custom Apparatuses that has no reasonable substitutes. For
27 decades, Spartan served as the essential backbone for dozens of small, family-owned
28 apparatus builders. By seizing control of this critical third party-supplier of Custom

1 Chassis, REV Group gained the power to dictate the survival of its own rivals. With only
2 two other companies, HME and Sutphen, providing a trivial number of Custom Chassis
3 to small, independent builders, the REV Group Defendants have their non-vertically
4 integrated apparatus competitors in a vice. Now, the mere threat of the Spartan ER
5 Entities delaying Custom Chassis deliveries or increasing input costs—or “squeezing”
6 margins—is sufficient to ensure that no small apparatus rival dares to compete
7 aggressively on price.

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

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

27 257. Beyond the threat of actual foreclosure, REV Group and the AIP
28 Defendants’ acquisition of Spartan Emergency Response has provided the REV Group

1 Defendants with an unlawful information advantage that facilitates coordination and
2 undermines the incentive of independent builders to compete. Because independent
3 builders must purchase their Custom Chassis from the Spartan ER Entities, they are
4 forced to disclose competitively sensitive information, including proprietary build
5 specifications, customer-specific configurations, and delivery timelines. Access to this
6 data allows the REV Group Defendants to peer into their rivals' playbooks, enabling
7 them to anticipate their rivals' bids, mirror their pricing, and either mimic or preempt
8 their innovations.

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

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

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

1 261. Oshkosh’s acquisition of Maxi-Métal eliminated any probability that Maxi-
2 Métal would meaningfully enter the U.S. market through alternative means, as well as the
3 likely and actual beneficial influence on competition that resulted from Maxi-Métal’s
4 position at the time of the acquisition, an incipient competitor, poised on the edge of the
5 U.S. market.

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

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

27 264. *Seventh*, the Oshkosh Defendants’ acquisition of a partial ownership
28 interest in the BME Defendants, and these competitors’ “collaboration” on Wildland Fire

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

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

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

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

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

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

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

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

1 Only a small fraction of the price increases experienced by the Town can be attributed to
2 supply shocks and pandemic-related price increases.

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

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

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

24 273. Furthermore, the Custom Chassis currently produced by the REV Group
25 and Oshkosh Defendants in the consolidated Custom Chassis market lack the structural
26 rigidity of heavy-duty Custom Chassis produced prior to COVID-19, leading to
27 premature wear and compromised handling and performance. These quality failures have
28 shifted the financial burden onto municipalities, as trucks now spend an unacceptable

1 amount of time in maintenance garages rather than in service protecting local
2 communities. The resulting increase in downtime and the escalating cost of proprietary
3 parts and labor constitute another hidden price increase, whereby these dominant firms
4 extract higher margins while delivering a product that is objectively inferior, less reliable,
5 and more expensive to maintain over its lifecycle, which in turn necessitate expanding
6 fire department fleets.

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

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

24 276. Certain Defendants have recently sunk to a particularly galling new low,
25 telling certain localities suffering from extended delivery delays that they can skip to the
26 front of the line—essentially leaving every other customer with a backlogged truck facing
27 even longer delays—by paying the difference between the price they contracted to pay at
28 the time of the original award, and *today’s* unprecedentedly high prevailing prices for Fire

1 Apparatuses. In other words, redolent of a protection racket, with their consolidation
2 schemes complete and their market power firmly established, Defendants are not only
3 charging supra-competitive prices for new purchase orders; they are reaching back in
4 time and retroactively imposing those same prices on purchase orders from years ago.

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

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

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

1 280. To add insult to injury, Defendants have falsely blamed the COVID-19
2 pandemic—for example, in REV Group’s words, “global supply chain bottlenecks and
3 inflationary conditions”—for the entirety of their astronomical price increases and
4 delivery delays. In other words, Defendants have effectively covered up the full
5 explanation for their price increases and worsening of terms, which overwhelmingly
6 resulted from their exploitation of the market power they deliberately amassed through
7 unlawful acquisitions and other conduct. As late as May 2025—over *five years* after the
8 pandemic started—Oshkosh was still using the pandemic as a false cover for its price
9 increases, stating that “[g]lobal supply challenges, unprecedented demand, and significant
10 inflation since the pandemic started in 2020 have resulted in extended delivery times and
11 increased prices.”

12 281. In large part due to Defendants’ repeated false insistence that their price
13 increases, delivery delays, and other worsening of terms were entirely attributable to
14 pandemic-induced inflation and supply shocks, it is only recently that their customers like
15 the Town have been able to connect the dots between their historical acquisitions and the
16 crushing rent extraction by which they have been victimized for years. For example, it
17 was only less than one year ago that, on the heels of the Palisades and Eaton wildfire
18 disasters, Matt Stoller’s newsletter *Big* and then the *New York Times* published exposés,
19 suggesting Defendants’ consolidation schemes were to blame for straining fire
20 departments’ budgets across the country.⁵ It took this public scrutiny to reveal how
21 Defendants’ narrative—that macroeconomic factors were to blame—obscured the real
22 causes of Plaintiff’s harm.

23 **REPLACEMENT PARTS FOR PIERCE FIRE APPARATUSES**

24 282. Oshkosh and Pierce’s anticompetitive conduct is not limited to unlawful
25 consolidations. Oshkosh and Pierce go a step further, and force customers to use Pierce
26

27 ⁵ Mike Baker, Maureen Farrell & Serge F. Kovalski, *As Wall Street Chases Profits, Fire*
28 *Departments Have Paid the Price*, N.Y. Times (Feb. 17, 2025),
<https://www.nytimes.com/2025/02/17/us/fire-engines-shortage-private-equity.html>.

1 proprietary replacement parts for their Pierce Fire Apparatuses, thereby harming their
2 customers and competition.

3 283. Oshkosh and Pierce are able to stifle competition by enlisting their parts
4 dealers to deal exclusively in proprietary Pierce parts, and by forcing customers to
5 purchase these proprietary Pierce parts at inflated prices when they would otherwise have
6 the choice of competitive alternatives. Through this scheme, Oshkosh and Pierce further
7 milk fire departments and public entities of critical dollars, especially in the later years of
8 the life of an apparatus on which they already made a killing.

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

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

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

28

1 287. For example, a replacement air conditioning compressor that is compatible
2 with a Pierce Fire Apparatus and can replace the air conditioning compressor installed in
3 the original apparatus is a distinct product that is not interchangeable with, for example, a
4 seat belt and is not interchangeable with an air conditioning compressor that is not
5 compatible with a Pierce Fire Apparatus.

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

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

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

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

28

1 292. Pierce also sells Pierce-branded replacement parts that are manufactured for
2 Pierce by third-party manufacturers (“White-Label Parts”). White-Label Parts are
3 compatible with Pierce Fire Apparatuses as well as other vehicles. Pierce OEM Parts and
4 White-Label Parts comprise Pierce proprietary parts as referenced herein.

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

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

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

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

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

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

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

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

8 301. As another example, the only way Plaintiff can replace the seatbelts in their
9 apparatuses, which are seatbelts manufactured by third-party manufacturer IMMI for
10 Pierce, is to purchase the Pierce-branded seatbelts from an authorized Pierce parts dealer.
11 The Pierce parts dealer will not sell Plaintiff an IMMI-branded seat belt for their Pierce
12 apparatuses, even though they cost significantly less than the Pierce White-Label
13 equivalent.

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

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

27 304. As one commentator with industry experience noted: "One of the problems
28 with Pierce is they have purposely altered or manufactured cab and chassis parts that are

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

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

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

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

26 308. The exclusive dealing agreements and understandings that Pierce imposes
27 on Pierce-authorized replacement parts dealers/suppliers are effectively long-term in
28 nature and mandatory. This is because Pierce-authorized replacement parts

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

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

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

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

25 312. Fire departments find it impossible to predict the true life-cycle costs of
26 their Pierce Fire Apparatuses. This lack of predictability stems in part from extreme
27 delivery backlogs, which currently span two to five years from order to delivery. Indeed,
28 years into the waiting period, Pierce may unilaterally change critical specifications to add

1 new Pierce-proprietary parts—such as the type of doors or suspension bearings—which
2 impact the true life-cycle costs of the apparatus slated for delivery. Faced with these mid-
3 production shifts, departments have no meaningful recourse: They must either accept the
4 apparatus updated with Pierce-proprietary parts, or cancel the order and face another
5 years-long wait with a different builder, with no guarantee that this problem will not
6 repeat itself. Pierce knows that no customer will cancel a \$500,000 or \$1,000,000 order
7 which takes years to fulfill if it unilaterally decides to incorporate proprietary Pierce
8 seatbelt pretensioners, even if, for example, they cost three times more than the third-
9 party seatbelt pretensioners which were originally specified by the customer.

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

17 314. Those costs are enormous. Pierce-branded replacement parts cost customers
18 routinely two, three, and even sometimes four or more times what they would pay for an
19 equivalent part manufactured by a third-party supplier. For example, R•O•M
20 manufactures White-Label roll-up doors for Pierce. When the door breaks, the customer
21 is forced to purchase the White-Label Part (manufactured for Pierce by R•O•M) for two
22 to three times what they would pay if Pierce and the Pierce-authorized parts supplier
23 allowed the customer to purchase the part from R•O•M (either directly or through the
24 dealer) without the Pierce serial number.

25 315. Another example is Pierce’s TAK-4 Independent Suspension System, which
26 Pierce explains is “proprietary” and “[c]ustom built for Pierce chassis.” Pierce
27 reengineered TAK-4, which had originally been engineered by Oshkosh for military and
28 aircraft rescue vehicles, for its Fire Apparatuses, and now offers a range of TAK-4 custom

1 products in its vehicles. However, because TAK-4 is a proprietary OEM Part, when it
2 breaks, Pierce and its authorized suppliers give customers no choice but to purchase a
3 replacement from Pierce. The same limitations apply to Pierce's proprietary cab switches,
4 steering wheel airbags, Mux computer system and modules, seat back covers with
5 stitched logos, door panels, compartment doors, and window operators. This pricing
6 dynamic is replicated across a broad range of replacement parts for Pierce Fire
7 Apparatuses.

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

18 317. In summary, the Oshkosh Defendants use their stranglehold over the supply
19 of replacement parts for Pierce Fire Apparatuses and their customers' dependency on
20 those parts to significantly inflate their long-term profit margins on the Fire Apparatuses
21 they sell. Unlike other Fire Apparatuses where parts might be interchangeable or
22 available through third-party wholesalers, Pierce's custom-engineered architecture and
23 exclusive arrangements with authorized parts dealers prevent customers from benefiting
24 from price competition and innovation on parts. This lack of replacement parts
25 alternatives leaves fire departments with zero leverage; they are forced to accept Pierce's
26 pricing and quality for replacement parts. And it is only a matter of time before the
27 Oshkosh Defendants employ the same tactics with respect to replacement parts for Maxi-
28 Métal and the BME Defendants' apparatuses.

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

5 319. Pierce’s establishment and maintenance of a monopoly over Pierce
6 replacement parts has led to inflated pricing and diminished availability of repair and
7 replacement parts for owners of Pierce Fire Apparatuses. Pierce’s exclusion of third-party
8 parts manufacturers through exclusive arrangements with dealers and other restrictive
9 conduct forces departments into a state of dependency on Pierce, while simultaneously
10 stifling industry-wide innovation. By preventing third-party manufacturers from
11 developing compatible, lower-price, potentially superior components, Pierce effectively
12 halts the price competition and technological evolution that would exist in a competitive
13 market.

14 **DEFENDANTS HAVE USED THEIR UNLAWFULLY ACQUIRED DOMINANCE**
15 **TO FORCE OVERCHARGES, DELIVERY DELAYS, AND OTHERWISE**
16 **WORSENING OF TERMS ON FIRE DEPARTMENTS, INJURING AND**
17 **THREATENING TO INJURE PLAINTIFF**

18 320. Defendants’ consolidation and other unlawful conduct in the relevant
19 markets have had disastrous effects on the competitiveness of these markets and the
20 ability of fire departments across the country, including the Town, to obtain Fire
21 Apparatuses and parts at fair, competitive prices and on the timelines required to serve
22 their communities. Defendants’ conduct drastically reduced options and increased prices
23 for Fire Apparatuses and Pierce replacement parts to the Town.

24 321. For example, in November 2023, the Town purchased four Pierce Enforcer
25 Custom Pumpers for approximately \$932,000 per unit. Less than two years later, in June
26 2025, the Town purchased two more Pierce Enforcer Custom Pumpers for approximately
27 \$1.1 million per unit—roughly \$173,000 more per pumper. In August 2025, the Town
28 purchased a Pierce Enforcer 100-foot Rear Mount Custom Aerial Platform for

1 approximately \$2.1 million. These and other prices the Town paid for Pierce apparatuses
2 included together millions of dollars in anticompetitive overcharges.

3 322. The Town purchased each of its recently-acquired Pierce apparatuses using
4 NPP Gov's cooperative purchasing contract with Pierce. For example, the Town's
5 contract with the dealer, which served as a mere conduit between the Town and Pierce,
6 incorporated by reference all provisions of "NPPGov--National Purchasing Partners . . .
7 Contract No. 1905 (the Cooperative Purchasing Contract)" and provided, "[p]ursuant to
8 A.R.S. § 41-2631 *et seq.* and Gilbert Municipal Code § 2-357, Gilbert has authority to
9 utilize cooperative purchasing contracts"; and "[p]ayment to the [dealer] for the services,
10 materials and/or equipment provided, shall be made in accordance with the price list and
11 terms set forth in the [NPP Gov] Cooperative Purchasing Contract."

12 323. The NPP Gov Cooperative Purchasing Contract, which was incorporated by
13 reference into the Town's contract with the dealer, provided, "This Master Price
14 Agreement is effective . . . by and between [the Town of Gilbert] ('LOC' or 'Purchaser')
15 and PIERCE MANUFACTURING INC. ('Vendor')"; "the Vendor is in the business of
16 selling certain FIRE APPARATUS, as further described herein"; "the Vendor desires to
17 sell and the Purchaser desires to purchase certain products and related services all upon
18 and subject to the terms and conditions set forth herein"; "'Products and Services' shall
19 mean the products and/or services to be sold by Vendor hereunder as identified and
20 described on Attachment A hereto and incorporated herein, as may be updated from time
21 to time by Vendor to reflect products and/or services offered by Vendor generally to its
22 customers"; "Vendor hereby agrees to sell to Purchaser such Products and Services as
23 Purchaser may order from time to time by Purchase Order, all in accordance with and
24 subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to
25 purchase those Products and Services ordered by Purchaser by Purchase Order in
26 accordance with and subject to the terms, covenants and conditions of this Agreement";
27 "[a]ll Purchase Orders issued by Purchaser to Vendor for Products during the term (as
28 hereinafter defined) of this Agreement are subject to the provisions of this Agreement as

1 though fully set forth in such Purchase Order”; “Purchaser shall pay Vendor for all
2 Products and Services ordered and delivered in compliance with the terms and conditions
3 of this Agreement at the pricing specified for each such Product and Service on
4 Attachment A, including shipping”; and “Participating Agencies [i.e., the Town of
5 Gilbert] may purchase from Vendor’s authorized dealers and distributors, as applicable,
6 provided the pricing and terms of this Agreement are extended to Participating Agencies
7 by such dealers and distributors.”

8 324. In addition to imposing higher prices, Defendants’ anticompetitive conduct
9 has harmed the Town by drastically increasing the time it must wait to actually receive
10 the apparatuses it buys. For example, the lead time quoted to the Town on the Fire
11 Apparatuses it purchased in 2023 was three to four years, and the Town only received
12 them a few short months ago. In fact, at Pierce’s urging, the Town forwent customization
13 it would historically have insisted upon, in exchange for the supposed “fast-tracked”
14 three- to four-year delivery window. Pierce estimated a *four- to five-year* delivery
15 window on the Pierce Enforcer 100-foot Rear Mount Custom Aerial Platform it
16 purchased in August 2025. Municipalities throughout the country are waiting three and
17 even four years or longer from the time they order an apparatus to the time they receive
18 it—delivery timelines that are at least a multiple of what Defendants and their
19 competitors were offering in the market even a few years ago. A given Fire Apparatus’s
20 useful life is anywhere from 10-20 years. Each year of delay represents tens if not
21 hundreds of thousands of dollars in damage suffered by the Town as a result of
22 Defendants’ anticompetitive conduct.

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

326. Plaintiff's injuries will continue indefinitely into the future unless the Court enjoins Defendants' unlawful conduct and orders the unwinding of each of their unlawful combinations. There is no substitute for Custom Fire Apparatuses, Wildland Fire Apparatuses, or Fire Apparatuses at large, and there is no substitute for replacement parts for Pierce Fire Apparatuses. The fire departments of public entities must have these lifesaving vehicles and replacement parts to ensure public safety, yet departments currently have no choice but to continue to make purchases in the relevant markets to source this critical equipment. Absent Court intervention, fire departments will continue to pay extractive prices—draining localities' health and safety budgets—and suffer reduced choice, worsened terms, delivery delays, and other harms, which they must endure as they meet their obligations to protect the public safety far into the future. Because no remedy at law can adequately compensate the Town for this future harm, the Court must stop Defendants' anticompetitive conduct and restore the relevant markets to their deconcentrated, pre-acquisition state.

VIOLATIONS ALLEGED

CAUSE OF ACTION ONE: VIOLATIONS OF CLAYTON ACT § 7, 15 U.S.C. § 18

Against the REV Group Defendants and the AIP Defendants

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

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

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

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

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

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

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

28

1 334. Plaintiff is also entitled to recover from the AIP Defendants and the REV
2 Group Defendants costs of suit, including reasonable attorney fees, as provided by 15
3 U.S.C. §§ 15 and 26.

4 **CAUSE OF ACTION TWO: VIOLATIONS OF CLAYTON ACT § 7, 15 U.S.C. § 18**

5 *Against the Oshkosh Defendants*

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

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

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

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

1 already substantially lessened competition or tended to create a monopoly—in the
2 Wildland Fire Apparatus market in the United States.

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

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

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

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

19 343. Plaintiff is also entitled to recover from the Oshkosh Defendants costs of
20 suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

21 **CAUSE OF ACTION THREE: VIOLATIONS OF CLAYTON ACT**

22 **§ 7, 15 U.S.C. § 18**

23 ***Against the BME Defendants***

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

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

1 controlled, directed, dictated, and encouraged BME Fire Trucks' conduct with respect to,
2 and directly and actively participated in, Pierce's acquisition of this ownership interest in
3 BME Fire Trucks. Through their ownership interest, Oshkosh and Pierce can and do
4 actively influence and direct the BME Defendants.

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

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

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

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

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

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

26
27
28

1 **CAUSE OF ACTION FOUR: VIOLATIONS OF ARIZONA UNIFORM STATE**
2 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1402 – COMBINATION IN**
3 **RESTRAINT OF TRADE**

4 *Against the AIP and REV Group Defendants*

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

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

15 354. The AIP Defendants and REV Group's acquisitions eliminated significant
16 competition between the merged parties and unreasonably restrained trade in the Custom
17 Chassis, Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in
18 the United States when considered as a series of acquisitions. The AIP Defendants and
19 REV Group's acquisition of Spartan's emergency response segment on its own eliminated
20 significant competition between the merged parties and unreasonably restrained trade in
21 the Custom Chassis market in the United States.

22 355. The AIP Defendants and REV Group Defendants cannot show any
23 procompetitive justifications or any other countervailing factors such that their
24 acquisitions were not anticompetitive.

25 356. The AIP Defendants and REV Group's acquisitions, when considered
26 cumulatively, violated the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
27 § 44-1402. The AIP Defendants and REV Group's acquisition of Spartan's emergency
28

1 response unit on its own violated Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
2 § 44-1402.

3 357. As a result of the AIP Defendants and REV Group Defendants' violations
4 of Ariz. Rev. Stat. § 44-1402, and the harm to competition caused by those violations, the
5 Town has suffered substantial injuries to its business and property, and is entitled to
6 recover from the AIP Defendants and the REV Group Defendants damages, in an amount
7 to be proven at trial and trebled to account for the flagrant nature of the violations, as
8 provided by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1408.

9 358. The Town will suffer actual and threatened irreparable injury and loss of its
10 business and property, for which there is no adequate remedy at law, unless the Court
11 enjoins the AIP Defendants and the REV Group Defendants from their unlawful conduct
12 and continuing and threatened future violations of the antitrust laws. The Town is thus
13 entitled to injunctive relief against the AIP Defendants and the REV Group Defendants
14 under Ariz. Rev. Stat. § 44-1408.

15 359. The Town is also entitled to recover from the AIP Defendants and the REV
16 Group Defendants costs of suit, including reasonable attorney fees, as provided by Ariz.
17 Rev. Stat. § 44-1408.

18 **CAUSE OF ACTION FIVE: VIOLATIONS OF ARIZONA UNIFORM STATE**
19 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1402 – COMBINATION IN**
20 **RESTRAINT OF TRADE**

21 ***Against the Oshkosh Defendants***

22 360. Plaintiff restates, realleges, and incorporates by reference each of the
23 allegations in paragraphs 1 through 326 as though fully set forth herein.

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

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

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

6 363. Oshkosh and Pierce's acquisitions of Maxi-Métal and an ownership interest
7 in the BME Defendants eliminated significant competition between the previously
8 competing parties and unreasonably restrained trade in the Fire Apparatus market in the
9 United States, when considered as a series of acquisitions or individually. Oshkosh and
10 Pierce's acquisition of Maxi-Métal, considered on its own, eliminated significant
11 competition between the merged parties and unreasonably restrained trade in the Custom
12 Pumpers and Custom Chassis markets in the United States. Oshkosh and Pierce's
13 acquisition of an ownership interest in the BME Defendants, on its own, eliminated
14 significant competition between the parties and unreasonably restrained trade in the
15 Wildland Fire Apparatus market in the United States.

16 364. The Oshkosh Defendants cannot show any procompetitive justifications of
17 sufficient character and magnitude or any other countervailing factors such that these
18 acquisitions were not anticompetitive.

19 365. Oshkosh and Pierce's acquisition of Maxi-Métal and an ownership interest
20 in the BME Defendants, when considered individually or as a series of acquisitions,
21 violated the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1402.

22 366. As a result of the Oshkosh Defendants' violations of the Arizona Uniform
23 State Antitrust Act, Ariz. Rev. Stat. § 44-1402, and the harm to competition caused by
24 those violations, the Town has suffered substantial injuries to its business and property,
25 and is entitled to recover from the Oshkosh Defendants damages, in an amount to be
26 proven at trial and trebled to account for the flagrant nature of the violations, as provided
27 by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1408.
28

1 367. The Town will suffer actual and threatened irreparable injury and loss of its
2 business and property, for which there is no adequate remedy at law, unless the Court
3 enjoins the Oshkosh Defendants from its unlawful conduct and continuing and threatened
4 future violations of the antitrust laws. The Town is thus entitled to injunctive relief
5 against the Oshkosh Defendants under Ariz. Rev. Stat. § 44-1408.

6 368. The Town is also entitled to recover from the Oshkosh Defendants costs of
7 suit, including reasonable attorney fees, as provided by Ariz. Rev. Stat. § 44-1408.

8 **CAUSE OF ACTION SIX: VIOLATIONS OF ARIZONA UNIFORM STATE**
9 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1402 – COMBINATION IN**
10 **RESTRAINT OF TRADE**

11 *Against the BME Defendants*

12 369. Plaintiff restates, realleges, and incorporates by reference each of the
13 allegations in paragraphs 1 through 326 as though fully set forth herein.

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

21 371. Pierce and Oshkosh's acquisition of an ownership interest in the BME
22 Defendants eliminated significant competition between the previously competing parties
23 and unreasonably restrained trade in the Wildland Fire Apparatus and Fire Apparatus
24 markets in the United States.

25 372. The BME Defendants cannot show any procompetitive justifications of
26 sufficient character and magnitude or any other countervailing factors such that the
27 acquisition was not anticompetitive.

28

1 373. Pierce and Oshkosh's acquisition of an ownership interest in the BME
2 Defendants violated the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1402.

3 374. As a result of the BME Defendants' violations of the Arizona Uniform State
4 Antitrust Act, Ariz. Rev. Stat. § 44-1402, and the harm to competition caused by those
5 violations, the Town has suffered substantial injuries to its business and property, and is
6 entitled to recover from the BME Defendants damages, in an amount to be proven at trial
7 and trebled to account for the flagrant nature of the violations, as provided by Arizona
8 Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1408.

9 375. The Town will suffer actual and threatened irreparable injury and loss of its
10 business and property, for which there is no adequate remedy at law, unless the Court
11 enjoins the BME Defendants from their unlawful conduct and continuing and threatened
12 future violations of the antitrust laws. The Town is thus entitled to injunctive relief
13 against the BME Defendants under Ariz. Rev. Stat. § 44-1408.

14 376. The Town is also entitled to recover from the BME Defendants costs of
15 suit, including reasonable attorney fees, as provided by Ariz. Rev. Stat. § 44-1408.

16 **CAUSE OF ACTION SEVEN: VIOLATIONS OF SHERMAN ACT § 2, 15 U.S.C.**

17 **§ 2 – ATTEMPTED MONOPOLIZATION**

18 ***Against the REV Group Defendants and AIP Defendants***

19 377. Plaintiff restates, realleges, and incorporates by reference each of the
20 allegations in paragraphs 1 through 326 as though fully set forth herein.

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

27 379. The AIP Defendants and REV Group's acquisitions, considered
28 cumulatively, constituted attempted monopolization of the Custom Chassis, Custom

1 Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United States,
2 in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2. The AIP Defendants and
3 REV Group's acquisition of Spartan's emergency response unit on its own constituted
4 attempted monopolization of the Custom Chassis market in the United States in violation
5 of Section 2 of the Sherman Act, 15 U.S.C. § 2.

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

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

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

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

25 384. As a result of the AIP Defendants and REV Group Defendants'
26 anticompetitive acquisition scheme, and the harm to competition caused by that conduct,
27 Plaintiff has suffered substantial injuries to its business and property, and is entitled to
28

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

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

9 386. Plaintiff is also entitled to recover from the AIP Defendants and REV
10 Group Defendants costs of suit, including reasonable attorney fees, as provided by 15
11 U.S.C. §§ 15 and 26.

12 **CAUSE OF ACTION EIGHT: VIOLATIONS OF SHERMAN ACT § 2, 15 U.S.C.**

13 **§ 2 – ATTEMPTED MONOPOLIZATION**

14 *Against the Oshkosh Defendants*

15 387. Plaintiff restates, realleges, and incorporates by reference each of the
16 allegations in paragraphs 1 through 326 as though fully set forth herein.

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

26 389. In 2022 Oshkosh Corporation acquired Maxi-Métal. Pierce controlled,
27 directed, dictated, and encouraged Oshkosh's conduct with respect to, and directly and
28 actively participated in, the Maxi-Métal acquisition.

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

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

22 392. The Oshkosh Defendants' acquisitions and combinations set forth above
23 were anticompetitive, and they implemented their anticompetitive acquisitions and
24 combinations, and otherwise acted, with the specific intent to monopolize the Custom
25 Pumper, Wildland Fire Apparatus, and Fire Apparatus markets in the United States.

26 393. There is a dangerous probability that the Oshkosh Defendants'
27 anticompetitive acquisitions and combinations have resulted or will result in the
28 achievement of a monopoly in the Custom Pumper, Wildland Fire Apparatus, and Fire

1 Apparatus markets in the United States. The Oshkosh Defendants' anticompetitive
2 acquisitions and combinations have reduced competition and have produced
3 anticompetitive effects in these markets, including Plaintiff's antitrust injury and
4 damages.

5 394. The Oshkosh Defendants' anticompetitive acquisitions and combinations
6 had no procompetitive benefit or justification. The anticompetitive effects of their
7 acquisitions and combinations outweigh any purported procompetitive justifications.

8 395. As a result of the Oshkosh Defendants' anticompetitive acquisitions and
9 combinations, and the harm to competition caused by that conduct, Plaintiff has suffered
10 substantial injuries to its business and property, and is entitled to recover from the
11 Oshkosh Defendants damages, in an amount to be proven at trial and automatically
12 trebled, as provided by 15 U.S.C. § 15.

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

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

20 **CAUSE OF ACTION NINE: VIOLATIONS OF SHERMAN ACT § 2, 15 U.S.C. § 2**

21 **– ATTEMPTED MONOPOLIZATION**

22 ***Against the BME Defendants***

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

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

1 Apparatus and Fire Apparatus markets in the United States. Boise Mobile controlled,
2 directed, dictated, and encouraged BME Fire Trucks' conduct with respect to, and directly
3 and actively participated in, this sale of an ownership interest to and combination with
4 Pierce and Oshkosh. Through their ownership interest, Pierce and Oshkosh can and do
5 actively influence and direct the BME Defendants.

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

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

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

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

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

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

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

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

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

19 **CAUSE OF ACTION TEN: VIOLATIONS OF ARIZONA UNIFORM STATE**
20 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – ATTEMPTED**
21 **MONOPOLIZATION**

22 ***Against the AIP and REV Group Defendants***

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

25 409. Between 2008 and 2020, the AIP Defendants and REV Group, directly or
26 indirectly, made four horizontal acquisitions in the Custom Chassis, Custom Pumper,
27 Custom Aerial, Custom Quint, and Fire Apparatus markets in the United States. The AIP
28 Defendants controlled, directed, dictated, and encouraged REV Group's conduct with

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

3 410. The AIP Defendants and REV Group's acquisitions, considered
4 cumulatively, constituted attempted monopolization of the Custom Chassis, Custom
5 Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United States,
6 in violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403. The
7 AIP Defendants and REV Group's acquisition of Spartan's emergency response unit on
8 its own constituted attempted monopolization of the Custom Chassis market in the United
9 States in violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403.

10 411. The REV Group Defendants possess market power in the Custom Chassis,
11 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the United
12 States, as demonstrated by, *inter alia*, their high market shares, barriers to entry, and
13 ability to charge supra-competitive prices in the relevant markets.

14 412. The AIP Defendants and REV Group Defendants' acquisitions set forth
15 above were anticompetitive, and they implemented their anticompetitive acquisition
16 scheme, and otherwise acted, with the specific intent for the REV Group Defendants to
17 monopolize the Custom Chassis, Custom Pumper, Custom Aerial, Custom Quint, and
18 Fire Apparatus markets in the United States.

19 413. There is a dangerous probability that the AIP Defendants and REV Group
20 Defendants' anticompetitive acquisition scheme has resulted or will result in the REV
21 Group Defendants' achievement of a monopoly in the Custom Chassis, Custom Pumper,
22 Custom Aerial, Custom Quint, and Fire Apparatus markets in the United States. The AIP
23 Defendants and REV Group Defendants' anticompetitive acquisition scheme has reduced
24 competition and has produced anticompetitive effects in these markets, including the
25 Town's antitrust injury and damages.

26 414. The AIP Defendants and REV Group Defendants' anticompetitive
27 acquisition scheme had no procompetitive benefit or justification. The anticompetitive
28 effects of their acquisitions outweigh any purported procompetitive justifications.

1 415. As a result of the AIP Defendants and REV Group Defendants'
2 anticompetitive acquisition scheme, and the harm to competition caused by that conduct,
3 the Town has suffered substantial injuries to its business and property, and is entitled to
4 recover from the AIP Defendants and REV Group Defendants damages, in an amount to
5 be proven at trial and trebled to account for the flagrant nature of the violations, as
6 provided by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1408.

7 416. The Town will suffer actual and threatened irreparable injury and loss of its
8 business and property, for which there is no adequate remedy at law, unless the Court
9 enjoins the AIP Defendants and the REV Group Defendants from their unlawful conduct
10 and continuing and threatened future violations of the antitrust laws. The Town is thus
11 entitled to injunctive relief against the AIP Defendants and the REV Group Defendants
12 under Ariz. Rev. Stat. § 44-1408.

13 417. The Town is also entitled to recover from the AIP Defendants and REV
14 Group Defendants costs of suit, including reasonable attorney fees, as provided by Ariz.
15 Rev. Stat. § 44-1408.

16 **CAUSE OF ACTION ELEVEN: VIOLATIONS OF ARIZONA UNIFORM STATE**
17 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – ATTEMPTED**
18 **MONOPOLIZATION**

19 *Against the Oshkosh Defendants*

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

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

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

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

6 421. Oshkosh and Pierce's acquisitions of Maxi-Métal and an ownership interest
7 in the BME Defendants and their combination with the BME Defendants constituted
8 attempted monopolization of the Fire Apparatus market in the United States, when
9 considered as a series of acquisitions or individually, in violation of the Arizona Uniform
10 State Antitrust Act, Ariz. Rev. Stat. § 44-1403. Oshkosh and Pierce's acquisition of Maxi-
11 Métal, considered on its own, constituted attempted monopolization of the Custom
12 Pumpers market in the United States, in violation of Ariz. Rev. Stat. § 44-1403. Oshkosh
13 and Pierce's acquisition of an ownership interest in the BME Defendants and their
14 combination with the BME Defendants, on their own, constituted attempted
15 monopolization of the Wildland Fire Apparatus market in the United States, in violation
16 of Ariz. Rev. Stat. § 44-1403.

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

27 423. The Oshkosh Defendants' acquisitions and combinations set forth above
28 were anticompetitive, and they implemented their anticompetitive acquisitions and

1 combinations, and otherwise acted, with the specific intent to monopolize the Custom
2 Pumper, Wildland Fire Apparatus, and Fire Apparatus markets in the United States.

3 424. There is a dangerous probability that the Oshkosh Defendants'
4 anticompetitive acquisitions and combinations have resulted or will result in the
5 achievement of a monopoly in the Custom Pumper, Wildland Fire Apparatus, and Fire
6 Apparatus markets in the United States. The Oshkosh Defendants' anticompetitive
7 acquisitions and combinations have reduced competition and have produced
8 anticompetitive effects in these markets, including the Town's antitrust injury and
9 damages.

10 425. The Oshkosh Defendants' anticompetitive acquisitions and combinations
11 had no procompetitive benefit or justification. The anticompetitive effects of their
12 acquisitions and combinations outweigh any purported procompetitive justifications.

13 426. As a result of the Oshkosh Defendants' anticompetitive acquisitions and
14 combinations, and the harm to competition caused by that conduct, the Town has suffered
15 substantial injuries to its business and property, and is entitled to recover from the
16 Oshkosh Defendants damages, in an amount to be proven at trial and trebled to account
17 for the flagrant nature of the violations, as provided by Arizona Uniform State Antitrust
18 Act, Ariz. Rev. Stat. § 44-1408.

19 427. The Town will suffer actual and threatened irreparable injury and loss of its
20 business and property, for which there is no adequate remedy at law, unless the Court
21 enjoins the Oshkosh Defendants from their unlawful conduct and continuing and
22 threatened future violations of the antitrust laws. The Town is thus entitled to injunctive
23 relief against the Oshkosh Defendants under Ariz. Rev. Stat. § 44-1408.

24 428. The Town is also entitled to recover from the Oshkosh Defendants costs of
25 suit, including reasonable attorney fees, as provided by Ariz. Rev. Stat. § 44-1408.

26
27
28

1 **CAUSE OF ACTION TWELVE: VIOLATIONS OF ARIZONA UNIFORM STATE**
2 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – ATTEMPTED**
3 **MONOPOLIZATION**

4 *Against the BME Defendants*

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

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

16 431. The BME Defendants' sale of an ownership interest in the BME Defendants
17 to Pierce and Oshkosh and their concerted activity with Pierce and Oshkosh in the
18 Wildland Fire Apparatus and Fire Apparatus markets constituted attempted
19 monopolization of the Wildland Fire Apparatus and Fire Apparatus markets in the United
20 States, in violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403.

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

1 *alia*, their high combined market shares, barriers to entry, and ability to charge supra-
2 competitive prices in those relevant markets.

3 433. The BME Defendants' sale of an ownership interest to and combination
4 with Pierce and Oshkosh set forth above were anticompetitive, and they engaged in this
5 anticompetitive conduct, and otherwise acted, with the specific intent to monopolize the
6 Wildland Fire Apparatus and Fire Apparatus markets in the United States.

7 434. There is a dangerous probability that the BME Defendants' sale of an
8 ownership interest to and combination with Pierce and Oshkosh have resulted or will
9 result in the achievement of a monopoly in the Wildland Fire Apparatus and Fire
10 Apparatus markets in the United States. This conduct has reduced competition and has
11 produced anticompetitive effects in the Wildland Fire Apparatus and Fire Apparatus
12 markets, including the Town's antitrust injury and damages.

13 435. The BME Defendants' sale of an ownership interest to and combination
14 with Pierce and Oshkosh had no procompetitive benefit or justification. The
15 anticompetitive effects of this conduct outweigh any purported procompetitive
16 justifications.

17 **CAUSE OF ACTION THIRTEEN: VIOLATIONS OF SHERMAN ACT § 2, 15**

18 **U.S.C. § 2 – CONSPIRACY TO MONOPOLIZE**

19 ***Against Pierce, Oshkosh, and the BME Defendants***

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

22 437. Pierce, Oshkosh, and the BME Defendants knowingly entered into an
23 agreement or mutual understanding to obtain or maintain Pierce and Oshkosh's and/or the
24 BME Defendants' monopoly power in the Wildland Fire Apparatus and Fire Apparatus
25 markets in the United States, in violation of Sherman Act Section 2, 15 U.S.C. § 2.

26 438. Pierce, Oshkosh, and the BME Defendants specifically intended that Pierce
27 and Oshkosh and/or the BME Defendants would obtain or maintain monopoly power in
28 the Wildland Fire Apparatus and Fire Apparatus markets in the United States.

1 439. Pierce's, Oshkosh's, and the BME Defendants' acts in furtherance of the
2 conspiracy include Pierce's acquisition of an ownership interest in Boise Mobile, through
3 its acquisition of a 25% ownership interest in BME Fire Trucks; Pierce, Oshkosh, and the
4 BME Defendants' announced "partnership" with respect to Wildland Fire Apparatuses;
5 and their ongoing coordination of their activities in the U.S. markets for Fire Apparatuses
6 and Wildland Fire Apparatuses. Oshkosh controlled, directed, dictated, and encouraged
7 Pierce's conduct with respect to, and directly and actively participated in, Pierce's
8 acquisition of this ownership interest in the BME Defendants and this combination with
9 the BME Defendants. Boise Mobile controlled, directed, dictated, and encouraged BME
10 Fire Trucks' conduct with respect to, and directly and actively participated in, this sale of
11 an ownership interest to and combination with Pierce and Oshkosh.

12 440. The conspiracy reduced competition and has produced anticompetitive
13 effects in the Wildland Fire Apparatus and Fire Apparatus markets in the United States,
14 including Plaintiff's antitrust injury and damages.

15 441. As a result of the conspiracy, and the harm to competition caused by the
16 conspiracy, Plaintiff has suffered substantial injuries to its business and property, and is
17 entitled to recover from Pierce, Oshkosh, and the BME Defendants damages, in an
18 amount to be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

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

25 443. Plaintiff is also entitled to recover from Pierce, Oshkosh, and the BME
26 Defendants costs of suit, including reasonable attorney fees, as provided by 15 U.S.C.
27 §§ 15 and 26.

28

1 **CAUSE OF ACTION FOURTEEN: VIOLATIONS OF ARIZONA UNIFORM**
2 **STATE ANTITRUST ACT, ARIZ. REV. STAT. § 44-1402 – COMBINATION IN**
3 **RESTRAINT OF TRADE**

4 *Against Pierce, Oshkosh, and the BME Defendants*

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

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

18 446. Pierce and Oshkosh's acquisition of an ownership interest in the BME
19 Defendants and their concerted activity with the BME Defendants in the Wildland Fire
20 Apparatus and Fire Apparatus markets in the United States, and the BME Defendants'
21 sale of an ownership interest in the BME Defendants to Pierce and Oshkosh and their
22 concerted activity with Pierce and Oshkosh in the Wildland Fire Apparatus and Fire
23 Apparatus markets in the United States, constitute a contract, combination in the form of
24 trust or otherwise, and conspiracy in restraint of trade in the Wildland Fire Apparatus and
25 Fire Apparatus markets in the United States, in violation of the Arizona Uniform State
26 Antitrust Act, Ariz. Rev. Stat. § 44-1402.

27 447. Pierce, Oshkosh, and the BME Defendants' combination is a nakedly
28 anticompetitive, per se illegal horizontal restraint of trade amongst competitors. Before

1 the combination, Pierce and Oshkosh and the BME Defendants were independently
2 competing with each other in the Wildland Fire Apparatus and Fire Apparatus markets in
3 the United States, including to research, innovate, develop, market, and sell Fire
4 Apparatuses in those markets. The combination has enabled these Defendants to reduce
5 or avoid that competition and instead to coordinate on research, investment, development,
6 marketing, and sale of Fire Apparatuses. An observer with even a rudimentary
7 understanding of economics would conclude that the combination would have
8 anticompetitive effects on customers in the U.S. markets for Wildland Fire Apparatuses
9 and Fire Apparatuses.

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

25 449. As a result of Pierce, Oshkosh, and the BME Defendants' combination, and
26 the harm to competition caused by that conduct, the Town has suffered substantial
27 injuries to its business and property, and is entitled to recover from Pierce, Oshkosh, and
28 the BME Defendants damages, in an amount to be proven at trial and trebled to account

1 for the flagrant nature of the violations, as provided by Arizona Uniform State Antitrust
2 Act, Ariz. Rev. Stat. § 44-1408.

3 450. The Town will suffer actual and threatened irreparable injury and loss of its
4 business and property, for which there is no adequate remedy at law, unless the Court
5 enjoins Pierce, Oshkosh, and the BME Defendants from their unlawful conduct and
6 continuing and threatened future violations of the antitrust laws. The Town is thus entitled
7 to injunctive relief against Pierce, Oshkosh, and the BME Defendants under Ariz. Rev.
8 Stat. § 44-1408.

9 451. The Town is also entitled to recover from Pierce, Oshkosh, and the BME
10 Defendants costs of suit, including reasonable attorney fees, as provided by Ariz. Rev.
11 Stat. § 44-1408.

12 **CAUSE OF ACTION FIFTEEN: VIOLATIONS OF ARIZONA UNIFORM STATE**
13 **ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – CONSPIRACY TO**
14 **MONOPOLIZE**

15 ***Against Pierce, Oshkosh, and the BME Defendants***

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

18 453. Pierce, Oshkosh, and the BME Defendants knowingly entered into an
19 agreement or mutual understanding to obtain or maintain Pierce and Oshkosh's and/or the
20 BME Defendants' monopoly power in the Wildland Fire Apparatus and Fire Apparatus
21 markets in the United States, in violation of the Arizona Uniform State Antitrust Act,
22 Ariz. Rev. Stat. § 44-1403.

23 454. Pierce, Oshkosh, and the BME Defendants specifically intended that Pierce
24 and Oshkosh and/or the BME Defendants would obtain or maintain monopoly power in
25 the Wildland Fire Apparatus and Fire Apparatus markets in the United States.

26 455. Pierce's, Oshkosh's, and the BME Defendants' acts in furtherance of the
27 conspiracy include Pierce's acquisition of an ownership interest in Boise Mobile, through
28 its acquisition of a 25% ownership interest in BME Fire Trucks; Pierce, Oshkosh, and the

1 BME Defendants' announced "partnership" with respect to Wildland Fire Apparatuses;
2 and their ongoing coordination of their activities in the U.S. markets for Fire Apparatuses
3 and Wildland Fire Apparatuses. Oshkosh controlled, directed, dictated, and encouraged
4 Pierce's conduct with respect to, and directly and actively participated in, Pierce's
5 acquisition of this ownership interest in the BME Defendants and this combination with
6 the BME Defendants. Boise Mobile controlled, directed, dictated, and encouraged BME
7 Fire Trucks' conduct with respect to, and directly and actively participated in, this sale of
8 an ownership interest to and combination with Pierce and Oshkosh.

9 456. The conspiracy reduced competition and has produced anticompetitive
10 effects in the Wildland Fire Apparatus and Fire Apparatus markets in the United States,
11 including the Town's antitrust injury and damages.

12 457. As a result of the conspiracy, and the harm to competition caused by the
13 conspiracy, the Town has suffered substantial injuries to its business and property, and is
14 entitled to recover from Pierce, Oshkosh, and the BME Defendants damages, in an
15 amount to be proven at trial and trebled to account for the flagrant nature of the
16 violations, as provided by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
17 § 44-1408.

18 458. The Town will suffer actual and threatened irreparable injury and loss of its
19 business and property, for which there is no adequate remedy at law, unless the Court
20 enjoins Pierce, Oshkosh, and the BME Defendants from their unlawful conduct and
21 continuing and threatened future violations of the antitrust laws. The Town is thus entitled
22 to injunctive relief against Pierce, Oshkosh, and the BME Defendants under Ariz. Rev.
23 Stat. § 44-1408.

24 459. The Town is also entitled to recover from Pierce, Oshkosh, and the BME
25 Defendants costs of suit, including reasonable attorney fees, as provided by Ariz. Rev.
26 Stat. § 44-1408.

1 **CAUSE OF ACTION SIXTEEN: VIOLATIONS OF SHERMAN ACT § 2, 15 U.S.C.**

2 **§ 2 – CONSPIRACY TO MONOPOLIZE (PIERCE PARTS)**

3 ***Against the Oshkosh Defendants***

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

6 461. Pierce has knowingly entered into agreements or mutual understandings
7 with Pierce-authorized replacement parts dealers/suppliers to obtain or maintain Pierce's
8 monopoly power in markets for replacement parts for Pierce Fire Apparatuses in the
9 United States, in violation of Sherman Act Section 2, 15 U.S.C. § 2. Oshkosh controlled,
10 directed, dictated, and encouraged these agreements or mutual understandings between
11 Pierce and Pierce-authorized replacement parts dealers/suppliers, and directly and
12 actively participated in those agreements or understandings. There is a reasonable
13 probability that the Oshkosh Defendants, including Maxi-Métal, have entered or will
14 enter into agreements or mutual understandings with Pierce- and Maxi-Métal-authorized
15 replacement parts dealers/suppliers to obtain or maintain the Oshkosh Defendants'
16 monopoly power in markets for replacement parts for Maxi-Métal Fire Apparatuses.

17 462. Pierce, Oshkosh, and Pierce-authorized replacement parts dealers/suppliers
18 conspired with the specific intent that Pierce would obtain or maintain monopoly power
19 in markets for replacement parts for Pierce Fire Apparatuses in the United States.

20 463. Pierce and its authorized replacement parts dealers/suppliers engaged in
21 overt acts in furtherance of the conspiracy to monopolize the markets for replacement
22 parts for Pierce Fire Apparatuses in the United States. Pierce's acts in furtherance of the
23 conspiracy include entering into and enforcing agreements with Pierce-authorized
24 replacement parts dealers/suppliers under which the dealers/suppliers agree not to sell
25 non-Pierce proprietary replacement parts to customers for their Pierce Fire Apparatuses
26 even when they are compatible, to exclusively sell Pierce proprietary replacement parts to
27 those customers, to void or dishonor or threaten to void or dishonor the Pierce warranty
28 of any customer who purchased and installed a non-Pierce proprietary replacement part in

1 their Pierce Fire Apparatus, and not to cover under a customer's Pierce warranty the
2 replacement of a part in the customer's Pierce Fire Apparatus with a non-Pierce
3 proprietary replacement part. Pierce's replacement parts dealers/suppliers entered into the
4 above-described agreements with Pierce. Oshkosh controlled, directed, dictated, and
5 encouraged these acts, and directly and actively participated in them.

6 464. The conspiracy reduced competition and has harmed competition in
7 relevant markets for replacement parts for Pierce Fire Apparatuses in the United States,
8 and has produced significant anticompetitive effects, leading to Plaintiff's antitrust injury
9 and damages.

10 465. As a result of the conspiracy, and the harm to competition caused by the
11 conspiracy, Plaintiff has suffered substantial injuries to its business and property, and is
12 entitled to recover from Oshkosh and Pierce damages, in an amount to be proven at trial
13 and automatically trebled, as provided by 15 U.S.C. § 15.

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

19 467. Plaintiff is also entitled to recover from the Oshkosh Defendants costs of
20 suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

21 **CAUSE OF ACTION SEVENTEEN: VIOLATIONS OF CLAYTON ACT § 3, 15**
22 **U.S.C. § 14 – EXCLUSIVE DEALING (PIERCE PARTS)**

23 *Against the Oshkosh Defendants*

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

26 469. Pierce has sold and contracted to sell, and fixed the price charged for,
27 replacement parts for use in Pierce Fire Apparatuses in the United States on the
28 agreement and understanding from Pierce-authorized replacement parts dealers/suppliers

1 that they will not use or deal in replacement parts for Pierce Fire Apparatuses of
2 competitors of Pierce, thereby violating Clayton Act Section 3, 15 U.S.C. § 14. Oshkosh
3 has controlled, directed, dictated, and encouraged these agreements and understandings
4 between Pierce and Pierce-authorized replacement parts dealers/suppliers, and directly
5 and actively participated in those agreements and understandings. There is a reasonable
6 probability that the Oshkosh Defendants, including Maxi-Métal, have entered or will
7 enter into agreements or mutual understandings with Pierce- and Maxi-Métal-authorized
8 replacement parts dealers/suppliers to obtain or maintain the Oshkosh Defendants'
9 dominance in markets for replacement parts for Maxi-Métal Fire Apparatuses.

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

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

27 472. Plaintiff will suffer actual and threatened irreparable injury and loss of its
28 business and property, for which there is no adequate remedy at law, unless the Court

1 enjoins the Oshkosh Defendants from their unlawful conduct and continuing and
2 threatened future violations of the antitrust laws. Plaintiff is thus entitled to injunctive
3 relief against the Oshkosh Defendants under 15 U.S.C. § 26.

4 473. Plaintiff is also entitled to recover from the Oshkosh Defendants costs of
5 suit, including reasonable attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

6 **CAUSE OF ACTION EIGHTEEN: VIOLATIONS OF ARIZONA UNIFORM**
7 **STATE ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – MONOPOLIZATION**
8 **(PIERCE PARTS)**

9 *Against Oshkosh Defendants*

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

12 475. At all times relevant to this Complaint, Pierce has had monopoly power in
13 relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
14 States, as demonstrated by, *inter alia*, its high market shares, barriers to entry, and its
15 ability to charge supra-competitive prices and impose anticompetitive and exclusionary
16 restraints.

17 476. Pierce has willfully acquired and maintained its monopoly power in
18 relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
19 States through its course of anticompetitive and exclusionary conduct, in violation of the
20 Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403.

21 477. Oshkosh has controlled, directed, dictated, and encouraged Pierce's willful
22 monopoly acquisition and maintenance in relevant markets for replacement parts for use
23 in Pierce Fire Apparatuses in the United States, and directly and actively participated in
24 such conduct. There is a reasonable probability that the Oshkosh Defendants, including
25 Maxi-Métal, will engage in anticompetitive and exclusionary conduct to willfully obtain
26 or maintain a monopoly in relevant markets for replacement parts for use in Maxi-Métal
27 Fire Apparatuses in the United States.

28

1 478. The Oshkosh Defendants' conduct in the relevant markets for replacement
2 parts for use in Pierce Fire Apparatuses has harmed and threatens to harm price and non-
3 price competition and the competitive process and has no procompetitive benefit or
4 justification. The anticompetitive effects of the Oshkosh Defendants' conduct in the
5 relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
6 States outweigh any purported procompetitive justifications.

7 479. The Oshkosh Defendants' anticompetitive course of conduct constitutes
8 unlawful monopolization of relevant markets for replacement parts for use in Pierce Fire
9 Apparatuses in the United States in violation of the Arizona Uniform State Antitrust Act,
10 Ariz. Rev. Stat. § 44-1403.

11 480. As a result of the Oshkosh Defendants' anticompetitive course of conduct
12 in violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403, and
13 the harm to competition caused thereby, the Town has suffered substantial injuries to its
14 business and property, and is entitled to recover from Oshkosh and Pierce damages, in an
15 amount to be proven at trial and trebled to account for the flagrant nature of the
16 violations, as provided by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
17 § 44-1408.

18 481. The Town will suffer actual and threatened irreparable injury and loss of its
19 business and property, for which there is no adequate remedy at law, unless the Court
20 enjoins the Oshkosh Defendants from their unlawful conduct and continuing and
21 threatened future violations of the antitrust laws. The Town is thus entitled to injunctive
22 relief against the Oshkosh Defendants under Ariz. Rev. Stat. § 44-1408.

23 482. The Town is also entitled to recover from the Oshkosh Defendants costs of
24 suit, including reasonable attorney fees, as provided by Ariz. Rev. Stat. § 44-1408.

25
26
27
28

1 **CAUSE OF ACTION NINETEEN: VIOLATIONS OF ARIZONA UNIFORM**
2 **STATE ANTITRUST ACT, ARIZ. REV. STAT. § 44-1403 – ATTEMPTED**
3 **MONOPOLIZATION (PIERCE PARTS)**

4 *Against Oshkosh Defendants*

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

7 484. At all times relevant to this Complaint, Pierce has had market power in
8 relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
9 States, as demonstrated by, *inter alia*, its high market shares, barriers to entry, and its
10 ability to charge supra-competitive prices and impose anticompetitive and exclusionary
11 restraints in those relevant markets.

12 485. Pierce has engaged in a course of anticompetitive and exclusionary conduct
13 in relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
14 States as set forth above. Pierce engaged in this anticompetitive conduct, and otherwise
15 acted, with the specific intent to monopolize the relevant markets for replacement parts
16 for use in Pierce Fire Apparatuses in the United States.

17 486. Oshkosh has controlled, directed, dictated, and encouraged Pierce's
18 anticompetitive conduct in relevant markets for replacement parts for use in Pierce Fire
19 Apparatuses in the United States, directly and actively participated in such conduct, and
20 acted with the specific intent for Pierce to monopolize the relevant markets for
21 replacement parts for use in Pierce Fire Apparatuses in the United States. There is a
22 reasonable probability that the Oshkosh Defendants, including Maxi-Métal, will engage
23 in such anticompetitive and exclusionary conduct in relevant markets for replacement
24 parts for use in Maxi-Métal Fire Apparatuses in the United States.

25 487. There is a dangerous probability that the Oshkosh Defendants'
26 anticompetitive and exclusionary conduct has resulted or will result in the achievement of
27 a monopoly in relevant markets for replacement parts for Pierce Fire Apparatuses in the
28 United States. The Oshkosh Defendants' conduct in the relevant markets for replacement

1 parts for use in Pierce Fire Apparatuses has harmed and threatens to harm price and non-
2 price competition and the competitive process and has no procompetitive benefit or
3 justification. The anticompetitive effects of the Oshkosh Defendants' conduct in the
4 relevant markets for replacement parts for use in Pierce Fire Apparatuses in the United
5 States outweigh any purported procompetitive justifications.

6 488. The Oshkosh Defendants' anticompetitive course of conduct constitutes
7 unlawful attempted monopolization of relevant markets for replacement parts for use in
8 Pierce Fire Apparatuses in the United States in violation of the Arizona Uniform State
9 Antitrust Act, Ariz. Rev. Stat. § 44-1403.

10 489. As a result of the Oshkosh Defendants' anticompetitive course of conduct
11 in violation of the Arizona Uniform State Antitrust Act, Ariz. Rev. Stat. § 44-1403, and
12 the harm to competition caused thereby, the Town has suffered substantial injuries to its
13 business and property, and is entitled to recover from Oshkosh and Pierce damages, in an
14 amount to be proven at trial and trebled to account for the flagrant nature of the
15 violations, as provided by Arizona Uniform State Antitrust Act, Ariz. Rev. Stat.
16 § 44-1408.

17 490. The Town will suffer actual and threatened irreparable injury and loss of its
18 business and property, for which there is no adequate remedy at law, unless the Court
19 enjoins the Oshkosh Defendants from their unlawful conduct and continuing and
20 threatened future violations of the antitrust laws. The Town is thus entitled to injunctive
21 relief against the Oshkosh Defendants under Ariz. Rev. Stat. § 44-1408.

22 491. The Town of Gilbert is also entitled to recover from the Oshkosh
23 Defendants costs of suit, including reasonable attorney fees, as provided by Ariz. Rev.
24 Stat. § 44-1408.

25 **REQUEST FOR RELIEF**

26 492. Wherefore, Plaintiff respectfully requests that the Court enter judgment in
27 its favor and against Defendants, and:
28

- 1 a. Declare that Defendants have variously engaged in unlawful,
2 anticompetitive, and unfair business acts and practices in violation of
3 Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18; Sherman Act Section
4 2, 15 U.S.C. § 2; and the Arizona Uniform State Antitrust Act, Ariz. Rev.
5 Stat. §§ 44-1402 & 44-1403, *et seq.*;
- 6 b. Enjoin Defendants from performing or proposing to perform any acts in
7 violation of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18; Sherman
8 Act Section 2, 15 U.S.C. § 2; and the Arizona Uniform State Antitrust Act,
9 Ariz. Rev. Stat. §§ 44-1402 & 44-1403, *et seq.*, pursuant to 15 U.S.C. § 26
10 and Ariz. Rev. Stat. §§ 44-1408, for the benefit of Plaintiff and the general
11 public;
- 12 c. Order such divestitures as are necessary or proper to restore distinct,
13 separate, independent, and viable businesses; to restore competition; and to
14 prevent and mitigate further harm to competition in the relevant markets;
- 15 d. Order Defendants to pay money damages—automatically trebled—to the
16 Town for injuries to its business or property by reason of Defendants’
17 violations of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18, Sherman
18 Act Section 2, 15 U.S.C. § 2, pursuant to 15 U.S.C. § 15; and pursuant to
19 Ariz. Rev. Stat. §§ 44-1408, money damages—trebled to account for the
20 flagrant nature of the violations—to the Town for injuries to its business or
21 property by reason of Defendants’ violations of the Arizona Uniform State
22 Antitrust Act, Ariz. Rev. Stat. §§ 44-1402 & 44-1403, *et seq.*;
- 23 e. Order Defendants to pay the Town pre- and post-judgment interest,
24 pursuant to 15 U.S.C. § 15 and Arizona Uniform State Antitrust Act, Ariz.
25 Rev. Stat. § 44-1408;
- 26 f. Order Defendants to pay the cost of suit, including attorney fees, pursuant
27 to 15 U.S.C. §§ 15 & 26, Arizona Uniform State Antitrust Act, Ariz. Rev.
28 Stat. § 44-1408, and the Court’s inherent authority.

1 g. Provide such further and additional relief as the Court deems proper.

2 **DEMAND FOR JURY TRIAL**

3 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury
4 on all claims in this Complaint so triable.

5
6 Dated July 1, 2026

Respectfully Submitted,

7 By: /s/ Joseph C. Tann

8 JOSEPH C. TANN

9 State Bar No. 029254

LAW OFFICE OF JOSEPH C. TANN, PLLC

10 7735 N. 78th Street

11 Scottsdale, AZ 85258

Email: josephtann@josephtann.com

12 Tel: (602) 432-4241

13 CHRISTOPHER W. PAYNE

14 State Bar No. 025674

GILBERT TOWN ATTORNEY'S OFFICE

15 50 E. Civic Center Drive

16 Gilbert, AZ 85296

Email: chris.payne@gilbertaz.gov

17 Telephone: (480) 503-6168

18 CATHERINE S. SIMONSEN

19 *pro hac vice* forthcoming

SIMONSEN SUSSMAN LLP

20 418 Bamboo Lane, Suite C-18

21 Los Angeles, CA 90012

22 Fax: (646) 357-8447

Email: catherine@simonsensussman.com

23 Tel: (917) 747-5196

24 JOHN P. FISKE

25 *pro hac vice* forthcoming

LINDSAY R. STEVENS

26 *pro hac vice* forthcoming

BARON & BUDD, P.C.

27 11440 West Bernardo Court, Suite 265

28 San Diego, CA 92127

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Fax: (214) 523-6600
Email: jfiske@baronbudd.com
Email: lstevens@baronbudd.com
Tel: (858) 251-7424

Attorneys for Plaintiff Town of Gilbert