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24 **UNITED STATES DISTRICT COURT**
 25 **CENTRAL DISTRICT OF CALIFORNIA**
 26 **WESTERN DIVISION**

27 **PEOPLE OF THE STATE OF**
 28 **CALIFORNIA, acting by and through**
 29 **the Los Angeles County Counsel;**
 30 **COUNTY OF LOS ANGELES;**
 31 **CONSOLIDATED FIRE**
 32 **PROTECTION DISTRICT OF LOS**
 33 **ANGELES COUNTY,**

34 Plaintiffs,

35 v.

36 **REV GROUP, INC.; E-ONE, INC.;**
 37 **KOVATCH MOBILE EQUIPMENT**
 38 **CORP.; KME GLOBAL, LLC; KME**
 39 **HOLDINGS, LLC; KME RE**
 40 **HOLDINGS LLC; FERRARA FIRE**
 41 **APPARATUS, INC.; FFA HOLDCO,**
 42 **INC.; FFA ACQUISITION CO., INC.;**
 43 **FERRARA FIRE APPARATUS**
 44 **HOLDING COMPANY, INC.;**
 45 **SPARTAN FIRE, LLC; SMEAL SFA,**
 46 **LLC; SMEAL LTC, LLC; SMEAL**
 47 **HOLDING, LLC; DETROIT TRUCK**
 48 **MANUFACTURING, LLC; AIP, LLC;**
 49 **AMERICAN INDUSTRIAL**
 50 **PARTNERS CAPITAL FUND IV LP;**

Case No. 2:26-cv-1468

ANTITRUST AND UNFAIR
COMPETITION LAW
COMPLAINT

DEMAND FOR JURY

1 AMERICAN INDUSTRIAL
 2 PARTNERS CAPITAL FUND IV
 3 (PARALLEL), LP; AIP/CHC
 4 HOLDINGS, LLC; AIP CF IV, LLC;
 5 AIP/CHC INVESTORS, LLC;
 6 OSHKOSH CORPORATION;
 7 PIERCE MANUFACTURING INC.;
 8 MAXI-METAL, INC.; BOISE
 9 MOBILE EQUIPMENT, INC.; BME
 10 FIRE TRUCKS LLC,

11 Defendants.

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COMPLAINT

Plaintiffs, the People of the State of California, by and through the Los Angeles County Counsel in its law enforcement capacity (the “People”); and the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County in their individual capacities (together, the “LA County Plaintiffs,” and together with the People, “Plaintiffs”), bring this civil antitrust and unfair competition action against Defendants 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 allege as follows:

NATURE OF THE ACTION

1. This action challenges Defendants’ multi-year anticompetitive schemes to consolidate and “roll up” markets for critical lifesaving apparatuses—fire trucks and the chassis on which they are built—and exclusionary restraints in the markets for replacement parts for their apparatuses. Defendants have acquired small and large fire apparatus competitors, as well as key companies in the fire apparatus supply chain, and Oshkosh and Pierce have restricted fire departments’

1 ability to replace parts, all with the intent and effect of substantially lessening
2 competition in and, indeed, threatening the monopolization of these markets.

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

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

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

1 would give it the power to profiteer by imposing ever increasing supra-competitive
2 prices on localities, thereby raking in extraordinary payouts for AIP and its
3 executives.

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

11 6. Five years later, in 2015, AIP rebranded ASV as REV Group, Inc. and
12 accelerated its consolidation strategy. In 2016, AIP and REV Group acquired
13 Kovatch Mobile Equipment Corp. (“KME”), a family-owned manufacturer based
14 in Nesquehoning, Pennsylvania, effectively combining E-ONE and KME under
15 common control and ownership. To further capitalize upon its consolidation
16 scheme, AIP debuted REV Group on the public markets through an initial public
17 offering (“IPO”) in January 2017. While continuing to portray its brands to fire
18 departments as steeped in tradition and local community-building, in its
19 prospectus, REV Group marketed itself to Wall Street rather brazenly as an
20 “Experienced Consolidator,” telling potential investors that the status quo of small
21 and fragmented manufacturers presented “an opportunity for market leadership”
22 and “acquisitive growth.” REV Group’s IPO was a smashing success, funneling
23 \$275 million in proceeds to REV Group and its controlling shareholders at AIP.
24 This financing enabled the roll-up strategy to proceed quickly, with AIP and REV
25 Group acquiring Ferrara Fire Apparatus, Inc. (“Ferrara”) of Holden, Louisiana, in
26 April 2017, thus achieving the consolidation of E-ONE, KME, and now Ferrara
27 under common ownership and control.
28

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

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

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

1 with profit margins of 4-5%, they were on a path “to get all of them above that
2 10% level. . . . You bring them into the fold, you got to give them the religion, and
3 they’ve got it now.”

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

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

25 12. As with the AIP and REV Group Defendants, when engaging with
26 Wall Street, the Oshkosh Defendants have celebrated the numerous backlogs that
27 fire departments face across the country. For example, Oshkosh CEO John Pfeifer
28 described the company’s nearly \$660 million Q1 2022 Fire and Emergency

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

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

25 14. In a competitive marketplace, firms could not impose such restraints
26 on customer choice and would expand their productive capacity to increase output
27 and meet increased or pent-up demand, keeping prices at a competitive
28 equilibrium. But the markets for fire apparatuses, chassis, and Pierce replacement

1 parts are no longer competitive. They are markets dominated by powerful
2 behemoths. These manufacturers bought their way to dominance, and they are now
3 in full extraction mode, deliberately suppressing output, withholding supply,
4 delaying deliveries, restricting competitive options, and charging supra-
5 competitive prices without consequence. To make matters worse, Defendants'
6 unlawful conduct has enabled other competitors to follow suit, using Defendants'
7 higher prices as an opportunity to raise prices themselves, knowing that fire
8 departments have nowhere else to turn.

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

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

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

1 backs of public entities, but they also deliberately used misinformation campaigns
2 to prevent customers from connecting the dots between Defendants' recent
3 acquisitions and the higher prices and other worsening terms they were
4 experiencing.

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

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

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

25
26
27 ¹ *Brown Shoe Co. v. United States*, 370 U.S. 294, 333-34 (1962).

28 ² S. Rep. No. 81-1775, at 5 (1950).

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

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

24 21. Our fire departments do not deserve this. Our firefighters do not
25 deserve this. The taxpayers those firefighters swear an oath to protect do not
26 deserve this. The extraction of excessive private rents from the public must stop,

27
28 ³ Cal. Bus. & Prof. Code § 16720.

1 and it must stop now. While monetary damages can compensate the LA County
2 Plaintiffs for the higher prices, output restrictions, degradation in quality, delivery
3 delays, and other harms they have suffered in their procurement of fire apparatuses
4 and parts, the break-up of Defendants’ massive corporations—the undoing of each
5 acquisition and combination that contributed to their market power—and an
6 injunction against their future anticompetitive conduct is essential to prevent the
7 damage Defendants will otherwise continue to inflict on fire departments across
8 the nation. Seeking this and other equitable relief, as well as penalties, damages—
9 automatically trebled—attorneys’ fees, the costs of suit, and all other relief deemed
10 just and proper by the Court, the People and the LA County Plaintiffs further allege
11 as follows:

12 **PARTIES**

13 22. Plaintiff the People of the State of California consists of all natural
14 persons residing in the State of California. The Los Angeles County Counsel
15 (“County Counsel”) is authorized to bring an action for equitable nonmonetary and
16 monetary relief under the Unfair Competition Law on behalf of the People under
17 Cal. Bus. & Prof. Code §§ 17203, 17204, and 17206. This authorization includes
18 securing restitution, injunctive relief, and civil penalties under Cal. Bus. & Prof.
19 Code §§ 17204 and 17206.

20 23. Plaintiff County of Los Angeles is a political subdivision of the State
21 of California. Established in 1850, the County of Los Angeles is one of California’s
22 original 27 counties. It is one of the nation’s largest counties—covering 4,084
23 square miles—and has the largest population of any county in the nation with
24 nearly 10 million residents, accounting for approximately 27% of California’s
25 population. As a subdivision of the State, the County of Los Angeles provides
26 numerous essential services along with firefighting that affect the lives of its
27 residents, including law enforcement, tax collection, public health protection,
28 social services, and flood control.

1 24. Plaintiff Consolidated Fire Protection District of Los Angeles County
2 (“CFPD LA” or “CFPD”), commonly known as the Los Angeles County Fire
3 Department, is a dependent special district under California law. It was established
4 in the late 1940s by the Board of Supervisors through the consolidation of
5 numerous fire districts which existed since the 1920s and is governed as a separate
6 entity by the County of Los Angeles Board of Supervisors. Among other services,
7 CFPD LA provides essential fire suppression services for the residents of Los
8 Angeles County.

9 25. CFPD serves all of the unincorporated area within Los Angeles
10 County, as well as the following 60 incorporated cities, 59 of which are in Los
11 Angeles County and one in Orange County: Agoura Hills, Artesia, Azusa, Baldwin
12 Park, Bell, Bellflower, Bell Gardens, Bradbury, Calabasas, Carson, Cerritos,
13 Claremont, Commerce, Covina, Cudahy, Diamond Bar, Duarte, El Monte,
14 Gardena, Glendora, Hawaiian Gardens, Hawthorne, Hermosa Beach, Hidden Hills,
15 Huntington Park, Industry, Irwindale, Inglewood, La Cañada Flintridge, La Habra
16 (Orange County), Lakewood, Lancaster, La Mirada, La Puente, Lawndale, Lomita,
17 Lynwood, Malibu, Maywood, Norwalk, Palmdale, Palos Verdes Estates,
18 Paramount, Pico Rivera, Pomona, Rancho Palos Verdes, Rolling Hills, Rolling
19 Hills Estates, Rosemead, San Dimas, Santa Clarita, Signal Hill, South El Monte,
20 South Gate, Temple City, Vernon, Walnut, West Hollywood, Westlake Village, and
21 Whittier.

22 26. CFPD LA conducts the procurement and maintenance of all fire
23 apparatuses and equipment used by the County of Los Angeles and CFPD LA.
24 CFPD LA and the County of Los Angeles procure, pay for, and take title to fire
25 apparatuses and replacement parts for fire apparatuses in CFPD LA’s fleet. CFPD
26 LA and the County of Los Angeles are negatively impacted by higher prices and
27 reduced quality of fire apparatuses and parts and delivery delays. CFPD LA’s fleet
28 consists of over 1,650 assets, including hundreds of pumper trucks and dozens of

1 aerial trucks or quint trucks, and including apparatuses built and sold by
2 Defendants Pierce Manufacturing Inc., REV Group Defendants, and BME
3 Defendants. The “LA County Plaintiffs” refer to Plaintiffs County of Los Angeles
4 and CFPD LA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 42. Defendant Pierce Manufacturing Inc. (“Pierce”) is Oshkosh’s leading
26 North American subsidiary and operates in Oshkosh’s Vocational segment. Pierce’s
27 products include custom and commercial pumpers, aerials, rescue trucks, wildland
28 trucks, mini pumpers, elliptical tankers, and homeland security apparatuses. Pierce

1 also manufactures its own custom chassis on which it builds its custom
2 apparatuses. Pierce, which operates factories in Wisconsin and Florida, is
3 incorporated under the laws of the state of Wisconsin, and its principal place of
4 business is in Appleton, Wisconsin.

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

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

24 JURISDICTION AND VENUE

25 45. Plaintiffs bring this action against Defendants seeking equitable and
26 injunctive relief, as well as damages, under Sections 4 and 16 of the Clayton Act,
27 15 U.S.C. §§ 15 & 26, for Defendants’ violations of Sections 3 and 7 of the
28 Clayton Act, 15 U.S.C. §§ 14 & 18, and Sections 1 and 2 of the Sherman Act, 15

1 U.S.C. §§ 1 & 2; seeking equitable and injunctive relief, as well as damages, under
2 the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16750 and 16754.5, for
3 Defendants' violations of the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 and
4 16727, *et. seq.*; and seeking equitable and injunctive relief, including restitution,
5 and penalties under the California Unfair Competition Law ("UCL"), Cal. Bus. &
6 Prof. Code §§ 17200, 17203, 17204 & 17205, for Defendants' violations of the
7 UCL, Cal. Bus. & Prof. Code § 17200, *et seq.*

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

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

22 48. This Court has personal jurisdiction over Defendants because they,
23 either directly or through the ownership and/or substantial control of their
24 subsidiaries, *inter alia*: (a) are headquartered in the United States; (b) transacted
25 business in the United States, including in this District; (c) directly sold or
26 marketed goods and services in the relevant markets throughout the United States
27 as a whole, including in this District; (d) had substantial aggregate contacts within
28 the United States, including in this District; or (e) directed or engaged in

1 acquisitions and other conduct the substantial, reasonably foreseeable, and
2 intended effect of which was the substantial lessening of competition, and/or the
3 creation of a monopoly causing injury to the business or property of persons and
4 entities residing in, located in, or doing business throughout the United States,
5 including in this District. Defendants also conduct business throughout the United
6 States, including in this District, and they have purposefully availed themselves of
7 the protection of the laws of this District and of the United States.

8 49. Defendants' conduct alleged herein occurred inside the United States
9 and caused direct, substantial, and reasonably foreseeable and intended
10 anticompetitive effects upon interstate commerce within the United States.

11 50. Defendants' alleged activities were within the stream of, and were
12 intended to and did have a substantial effect on, interstate commerce of the United
13 States. Defendants' products and services are sold in the stream of interstate
14 commerce.

15 FIRE APPARATUSES AND CHASSIS

16 I. Background

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

24 52. The fire apparatuses that Defendants assemble and sell to customers
25 are subject to National Fire Protection Association ("NFPA") Standard 1900. NFPA
26 is an independent standard-setting organization whose Standard 1900 guides
27 apparatus purchasers and manufacturers throughout the United States, containing
28

1 thousands of standards governing every part of the vehicle, from the engine to the
2 pump.

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

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

27 55. As discussed herein, there is a limited set of meaningful competitors
28 in the markets to build and sell Fire Apparatuses, with the REV Group and

Oshkosh Defendants (now combined with the BME Defendants) holding dominant positions.

A. Custom Fire Apparatuses

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



Figure 1

1. Custom Pumpers

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

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Figure 2

58. 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).

59. 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.”

60. 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.

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

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



Figure 3

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

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

critical for metropolitan jurisdictions experiencing high volumes of emergency responses.

2. Custom Aerials

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



Figure 4

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

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

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

3. Custom Quints

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



Figure 5

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

71. All elements of a Custom Quint—the fire pump, the water tank, and aerial devices—are also subject to numerous standards. For example, the fire

1 pumps must have a minimum rated capacity of 1,000 gallons per minute (4,000
2 liters per minute).

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

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

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

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

24 ***B. Custom Chassis***

25 76. A Custom Chassis is the foundation on which all Custom Apparatuses
26 are built. As Defendant Pierce puts it, “A chassis determines everything: How you
27 ride, handle, stop & set-up at the scene.” The features of a Custom Chassis for a
28 Custom Fire Apparatus include the frame material, engine and transmission

1 compatibility, front and rear axle suspension, and electrical system, among other
2 components.

3 77. Figure 6 displays an example of a Custom Chassis manufactured by
4 HME Ahrens-Fox:



13 Figure 6

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

21 ***C. Custom Fire Apparatus Builders and Custom Chassis***
22 ***Manufacturers***

23 79. Fifteen to 20 years ago, fire departments in the United States could
24 choose from a variety of independent Fire Apparatus providers, many of whom
25 manufactured their own Custom Chassis on which their Custom Apparatuses were
26 built. As late as 2015, there were still over 20 independent companies producing
27 motorized Fire Apparatuses in the United States, nine of which produced their own
28 Custom Chassis for Custom Pumpers and Custom Aerials. Today, as a result of

1 Defendants' unlawful roll-up schemes, two corporate families—the REV Group
2 Defendants and the Oshkosh Defendants (effectively combined with the BME
3 Defendants)—dominate the relevant markets.

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

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

22 82. Ferrara Fire Apparatus was founded in Baton Rouge, Louisiana in
23 1979. Over the years that followed, Ferrara developed itself first as a full-scale
24 service, warranty, and repair center for Fire Apparatuses and later as a
25 manufacturer of custom-designed apparatuses. In 1994, Ferrara opened a new plant
26 in Holden, Louisiana, and expanded it three times from 2000 to 2009. In 1998, it
27 introduced its first Custom Chassis, the Inferno, and today offers the additional
28 Igniter, Cinder, and Invader models in Ferrara-branded apparatuses. Ferrara

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

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

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

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

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

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

23 88. Pierce is a leading Custom Chassis manufacturer and Fire Apparatus
24 builder in the United States. Pierce was founded in 1913 as Auto Body Works. It
25 produced its first fire truck bodies in 1939 and was acquired by Oshkosh
26 Corporation in 1996. Pierce manufactures Custom Pumpers, Custom Aerials, and
27 Custom Quints built on its own Custom Chassis (the Volterra, Enforcer, Impel,
28 Saber, and Velocity), as well as Fire Apparatuses built on commercial chassis,

1 including tankers, mini-pumpers, rescues, and its BXTM Wildland. Pierce does not
2 supply Custom Chassis to competitors and sole-sources its Custom Chassis for its
3 Custom Apparatuses.

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

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

27 91. Currently, beyond REV Group's and Oshkosh's subsidiaries, only five
28 noteworthy independent competitors—the only Custom Fire Apparatus builders

1 that also manufacture their own Custom Chassis—remain in the relevant markets:
2 Rosenbauer, Sutphen, Seagrave, HME Ahrens-Fox, and US Fire Apparatus.

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

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

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

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

1 take on the orders that the REV Group Defendants and Oshkosh Defendants cannot
2 fulfill.

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

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

25 98. Other Custom Fire Apparatus builders—e.g., Custom Fire Apparatus,
26 Marion, Toyne Fire Apparatus—supply varying quantities of these Custom
27 Apparatuses and primarily rely on REV Group’s Spartan Entities and to a much
28

1 lesser degree on HME to source Custom Chassis for the Custom Apparatuses they
 2 build. Sutphen supplies a handful of Custom Chassis annually to SVI Fire Trucks.

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

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



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16 **Figure 7**

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

1 hydraulic auxiliary pump for true pump-and-roll and a powerful Husky™ foam
2 system with hose reel.” Figure 8 shows an image of Pierce’s BX™ Wildland:



Figure 8

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

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

102. The Oshkosh Defendants exercise tight control over their and the BME Defendants’ Fire Apparatus brands’ exclusive dealers, and the REV Group Defendants exercise tight control over their brands’ exclusive dealers—setting the prices at which their dealers sell their apparatuses, determining modifications to those prices after apparatuses are purchased, managing communications between their dealers and customers, and negotiating and dealing directly with customers.

1 Essentially, the Oshkosh Defendants and BME Defendants’ dealers (dealers in the
2 Pierce exclusive dealer network) and the REV Group Defendants’ dealers act as
3 their respective conduits to facilitate their dealings with their customers.

4 103. The Oshkosh Defendants (and BME Defendants through the Oshkosh
5 Defendants) and REV Group Defendants also both provide extensive benefits to
6 their respective dealers, as described below, which render the dealers allies in their
7 schemes and remove all incentive those dealers otherwise may have to push back
8 or initiate legal action based on Defendants’ anticompetitive conduct. Indeed, Fire
9 Apparatus dealers—whether dealing in Defendants’ apparatuses or the apparatuses
10 of competing builders who, as a result of Defendants’ anticompetitive conduct,
11 have also been able to raise prices above competitive levels—have generally
12 benefitted from these builders’ price increases, as a higher price generally
13 translates directly into a greater profit for the dealer.

14 ***1. REV Group***

15 104. The REV Group Defendants have sold their fire trucks directly to
16 customers and now predominantly sell them through a network of exclusive
17 dealers for each REV Group Brand. Although the REV Group Defendants
18 characterize their dealers as “independent,” they exercise tight control over them.
19 REV Group maintains a Dealer Development team that trains its dealers on how
20 REV Group wants its dealers to sell the REV Group Defendants’ Fire Apparatuses.
21 REV Group also runs a Dealer Advisory Council that it uses to coordinate its
22 dealers. REV Group communicates company strategy and product changes to its
23 dealers through the Dealer Advisory Council.

24 105. The REV Group Defendants maintain only a limited number of
25 dealers and are strategic about their placement and territorial allocations. Since the
26 2020 Spartan acquisition, the REV Group Defendants have reduced the number of
27 dealers in their network from approximately 96 to approximately 62. Exemplifying
28 this dealer consolidation, the REV Group Defendants today maintain only a single

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

10 106. When selling fire trucks through their dealers, the REV Group
11 Defendants control virtually all aspects of the sales process. The applicable REV
12 Group Defendant’s and dealer’s personnel meet with customers together. The REV
13 Group Defendants’ “inside sales departments” oversee quote design, contract
14 administration, production, and the final inspection and delivery processes. To
15 generate specifications, pricing, and drawings for the customer, the REV Group
16 Defendants and their dealers utilize a “configuration tool” developed by REV
17 Group for each of its brands. Specifications are reviewed by the relevant REV
18 Group Defendant’s engineering team prior to release to the customer to ensure it is
19 buildable, given that most orders are highly customized. The REV Group
20 Defendants determine the price at which the customer purchases a fire truck
21 through the dealer, typically set as a percentage of the REV Group Defendant’s
22 MSRP. If a REV Group Defendant wishes to increase its margin after contracting
23 but before delivery, it will even increase the price to the customer through the
24 dealer via so-called “escalation clauses” or “equitable adjustment[s] to price.”

25 107. With respect to contracts with cooperative purchasing agents (“co-
26 ops”) such as Sourcewell, NASPO ValuePoint, and Houston-Galveston Area
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1 Council (“HGAC”)⁴—through which public entities and fire departments purchase
2 Fire Apparatuses from the REV Group Defendants—one or more of the REV
3 Group Defendants is identified as the relevant “vendor” or “contractor” to whom
4 the public entity or fire department awards the contract to supply the Fire
5 Apparatus; no dealer is identified. The same holds in REV Group Defendant
6 KME’s contracts and in the addenda to those contracts with the LA County
7 Plaintiffs, i.e., KME is identified as the vendor and no dealer is mentioned.

8 108. The Sourcewell Request for Proposal (“RFP”) under which
9 Sourcewell authorized the REV Group Defendants to supply Fire Apparatuses to
10 purchasing entities such as the LA County Plaintiffs specifies that the supplier (the
11 REV Group Defendant, e.g., KME) “will be the primary source of communication
12 with [purchasers]” about the purchase, and the Primary Contact and Authorized
13 Representatives provided in the REV Group Defendants’ contract with Sourcewell
14 are REV Group Defendants’ employees. That contract also stipulates that
15 Sourcewell will validate the REV Group Defendants’ dealers and that the
16 applicable REV Group Defendant will not charge a price above that which is in its
17 proposal.

18 109. Similarly, the REV Group Defendants’ contracts with HGAC, in
19 which they are defined as “Contractor,” provide, “The H-GAC Customer [i.e.,
20 purchasing entity] is responsible for making payment to the Contractor upon
21 delivery and acceptance of the goods or completion of the services and submission
22 of the subsequent invoice,” and “Contractor agrees and acknowledges that any
23 such designations of distributors, vendors, resellers or the like are for the
24 convenience of the Contractor only and *the awarded Contractor will remain*

26 ⁴ Sourcewell, NASPO ValuePoint, and HGAC are examples of important
27 competitive bid-sourcing agents responsible for soliciting, collecting, and
28 evaluating bids for many public entities’ fire equipment purchases.

1 *responsible and liable for all obligations under the Contract* and the performance
2 of any designated distributor, vendor, reseller, etc.” (emphasis added).

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

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

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

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

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

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

16 114. The Oshkosh Defendants and BME Defendants exercise significant
17 control over their hand-picked exclusive dealers and are effectively the
18 counterparty to customers' purchases of their apparatuses through Pierce dealers.

19 115. This is illustrated by the fact that one or more Oshkosh Defendants is
20 identified as the relevant "vendor" of its Fire Apparatuses in its contracts with co-
21 ops such as Sourcewell, NASPO ValuePoint, and HGAC, as well as in its contracts
22 and in the addenda to its contracts with customers, including the LA County
23 Plaintiffs' contract with Oshkosh in which they agreed to purchase 17 Pierce
24 apparatuses in 2025.

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26
27 ⁵ Before the Oshkosh Defendants acquired an ownership interest in the BME
28 Defendants, Boise Mobile generally sold its apparatuses direct to customers,
including the LA County Plaintiffs.

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

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

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

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

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

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

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

23 122. At the same time, being a *Pierce* dealer confers a number of benefits.
24 Dealers are given exclusive rights to sell *Pierce*, Maxi-Métal, and Boise Mobile
25 Fire Apparatuses to all of the customers in their designated geographic area, as
26 well as the ability to provide all servicing and repair to those customers. As a part
27 of the apparatus purchase process, *Pierce* gives its dealers the ability to develop
28

1 lucrative custom service contracts with customers, and they are tasked with
2 managing all warranty issues for customers.

3 123. Given these benefits, Pierce dealers lack any incentive to take action
4 against Pierce, Oshkosh, or the BME Defendants. And Oshkosh, in turn, is
5 confident that its dealer network will remain a strong and stable source of revenue
6 for years to come. For example, in its 2024 financial reports, Oshkosh includes the
7 Pierce dealer network as an intangible asset with a \$16.9 million net book value
8 and a 40-year lifespan—meaning, in other words, that Oshkosh considers the
9 Pierce dealer network so reliable that it will contribute directly or indirectly to
10 company cash flows for the next four decades. It is therefore unsurprising that
11 Plaintiffs’ research yielded no examples of a lawsuit ever filed by a Pierce dealer
12 against Pierce, Oshkosh, or the BME Defendants.

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

14 ***A. Relevant Product Markets***

15 124. Defendants’ acquisition schemes have substantially concentrated,
16 increased their market shares, and tended to create monopolies in several markets,
17 including: (1) the market for Custom Chassis for Custom Apparatuses; (2) the
18 markets for Custom Pumpers, Custom Aerials, and Custom Quints; (3) the
19 Wildland Fire Apparatus market; and (4) the broader Fire Apparatus market (which
20 includes within it the Custom Apparatus and Wildland Fire Apparatus markets).

21 ***1. Custom Chassis Market***

22 125. Custom Chassis are inputs that Fire Apparatus builders use to
23 assemble their Custom Pumpers, Custom Quints, and Custom Aerials. Custom
24 Chassis are designed specifically for Custom Apparatuses.

25 126. While Fire Apparatus purchasers like the LA County Plaintiffs do not
26 purchase Custom Chassis as standalone parts from Fire Apparatus builders, they do
27 purchase Custom Chassis from Fire Apparatus Builders as a part of the completed
28 Custom Apparatus. For example, when a customer purchases a Custom Fire

1 Apparatus from Pierce, the purchase price reflects the price to build the entire
2 apparatus, including the cost to Pierce to manufacture the Custom Chassis on
3 which the apparatus is built. When a customer purchases a Fire Apparatus from a
4 Fire Apparatus builder that does not manufacture its own Custom Chassis, the
5 purchase price reflects the price to build the entire apparatus, including the price
6 the builder paid (e.g., to a Spartan Entity) for the Custom Chassis on which the
7 apparatus is built. The REV Group Defendants' consolidation of manufacturers of
8 Custom Chassis has therefore impacted the competitive conditions under which
9 apparatus customers like the LA County Plaintiffs purchase Custom Fire
10 Apparatus.

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

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

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

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

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

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

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

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

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

15 136. Prices for Custom Chassis are typically higher than prices for
16 commercial chassis. Although prices of specific chassis can vary, the least
17 expensive Custom Chassis tend to be more expensive than even high-end
18 commercial chassis. In general, Custom Chassis are roughly twice as expensive as
19 commercial chassis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 153. Custom Apparatuses have distinct customers. Most fire departments
18 require bespoke Fire Apparatuses to meet the specific needs of their regions. These
19 specific needs are based on the environments they serve—for example, a crowded
20 urban area with narrow streets, or a mountainous region with significant snowfall.
21 Generally, these specific needs are met by the distinct characteristics offered by
22 Custom Pumpers, Custom Aerials, and Custom Quints. Fire departments—public
23 entities using taxpayer dollars to purchase their Custom Apparatuses—are
24 particularly price sensitive because when prices rise, they generally have no
25 reasonable substitutes to which to turn.

26 154. A majority of Fire Apparatuses sold in the United States are Custom
27 Apparatuses. Indeed, certain Fire Apparatuses such as aerials and quints are almost
28 exclusively Custom Aerials and Custom Quints built on Custom Chassis, since

1 among other things the height and other configurations of ladders and platforms
2 must meet the specific needs of the environment.

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

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

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

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

23 159. Although Custom Pumpers, Custom Aerials, and Custom Quints
24 represent distinct markets, the competitive conditions in these markets are
25 nonetheless substantially similar. Each vehicle is built on a Custom Chassis that
26 must meet strict industry standards and designed to fulfill complex and specialized
27 firefighting operations. Each vehicle is more expensive than the commercial
28

1 equivalent or has no such equivalent. And each vehicle is primarily manufactured
2 by the same set of companies in similar facilities with similar sets of customers.

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

6 ***3. Wildland Fire Apparatus Market***

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

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

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

27 164. REV Group subsidiary Ferrara explains: “Designed with off-road
28 capability, compact maneuverability, and powerful pump-and-roll performance,

[Wildland Fire Apparatus] deliver rapid response and dependable water supply where traditional apparatus can't go." One Wildland Fire Apparatus dealer explains: "Space-saving measures, ergonomics, and safety considerations are integral in the design of these rugged and compact trucks. Wildland vehicles are built tough to get crews and equipment through the rough off-road terrain that is impassable by other apparatus."

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

Table 7.14.3.1 Rollover Stability Requirements

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

Figure 9

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

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

25 ***4. Fire Apparatus Market***

26 169. Where distinct product markets exist within a broader economically
27 integrated market, anticompetitive effects may be assessed at the level of those
28 product markets as well as the larger market in which the product markets reside in

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

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

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

27 172. Each Fire Apparatus must meet strict industry standards for Fire
28 Apparatuses. Each is purpose-built to respond to fires. Each is primarily

1 manufactured by the same set of companies in similar facilities with similar sets of
2 customers. For these and other reasons alleged herein, other kinds of apparatuses
3 and trucks—for example, emergency vehicles and commercial infrastructure
4 vehicles like terminal trucks and street sweepers, or fire trucks that do not meet
5 NFPA Standard 1900—are not reasonably interchangeable with Fire Apparatuses,
6 because these other apparatuses and trucks are not sufficiently designed and built
7 to respond to fires in emergency conditions. Indeed, NFPA Standard 1900 specifies
8 numerous standards that “Fire Apparatus” must meet to qualify as such.

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

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

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

23 175. Purchasers of new Custom Chassis, Custom Pumpers, Custom
24 Aerials, Custom Quints, Wildland Fire Apparatuses, and other Fire Apparatuses in
25 the United States cannot reasonably, and generally do not, turn to manufacturers
26 without a domestic dealer presence in the United States to source these
27 apparatuses. Manufacturers of these apparatuses outside the United States cannot
28

1 reasonably, and generally do not, sell these apparatuses to purchasers in the United
2 States without an established domestic dealer presence.

3 176. A key limitation on the ability of localities to import Fire Apparatuses
4 from outside the United States is the mismatch between NFPA standards for Fire
5 Apparatuses, which are largely adopted by localities in the United States and
6 Canada, and non-NFPA standards that exist for fire apparatuses outside the United
7 States.

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

19 178. This explains why a Fire Apparatus manufacturer like Rosenbauer is
20 explicit that it “produces all types of firefighting vehicles to both European and US
21 standards,” noting that “[t]hese two firefighting worlds differ greatly.” As one
22 example, Rosenbauer notes that in localities governed by the NFPA, like the
23 United States, “[e]ver-larger firefighting pumps” are required, which is contrary to
24 the European goal of “put[ing] out a fire with as little water as possible” to
25 minimize secondary damage to historical buildings in tight urban settings. As a
26 result, Rosenbauer relies on its United States-based plants to supply North America
27 with compliant trucks, including from its Lyons plant in South Dakota. At the same
28

1 time, this is why one industry publication has commented that “exports of
2 American aerial devices to Europe are virtually nonexistent.”

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

9 180. The United States is the relevant geographic market for the Custom
10 Chassis markets for similar reasons. Purchasers of Custom Chassis in the United
11 States cannot reasonably, and generally do not, turn to manufacturers outside the
12 United States to source these chassis. Manufacturers of Custom Chassis outside the
13 United States cannot reasonably, and generally do not, sell to purchasers in the
14 United States.

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

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

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

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

11 185. Hence, although fire apparatuses manufactured in Canada may be
12 technically compatible with domestic standards, only those that are manufactured
13 in Canada and retailed in the United States through a permanent and meaningful
14 domestic retailing presence are imports included within the relevant geographic
15 market.

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

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

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

- 26 • The need for tens or hundreds of thousands of square feet of design,
27 manufacturing, and assembly space;

- 1 • Metal fabrication, including laser technology, turret punches, and water jets
2 to cut sheet metal;
- 3 • Framing of the metal pieces according to the engineering specifications
4 using a combination of machinery including press brakes and panel bending
5 equipment;
- 6 • State-of-the-art welding facilities, technology, and experienced and certified
7 professionals;
- 8 • Facilities, technology, and trained professionals for sanding, chemical
9 cleaning and treatment, surface priming, and painting/coating the apparatus,
10 including electrodeposition coating and galvanization;
- 11 • Facilities, equipment, technology, and professionals for building the
12 apparatus, including welding, plumbing, assembly, and electrical work.
13 According to Pierce, “one of the most complex and intricate assemblies is
14 the pumphouse—the heart of the truck’s water flow system. This highly
15 option-driven build requires a blend of welding, plumbing, assembly and
16 electrical work, making it one of the most technically demanding aspects of
17 fire truck manufacturing.”
- 18 • Manufacturing of the Custom Chassis and components, “including the sub-
19 assemblies within the frame rails, wheels and axles, engine and transmission,
20 and the cab.”
- 21 • Final assembly and interior finishing, including mounting the painted body
22 and water tank on the chassis, connecting the electrical wiring and plumbing
23 systems, and installing any aerial devices;
- 24 • Stringent testing and calibration;
- 25 • Third-party inspection by an NFPA-certified inspector;
- 26 • Skilled personnel that have experience in building Fire Apparatus and
27 manufacturing Custom Chassis.
- 28

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

14 189. A further barrier to entry is the substantial network of dealers that the
15 well-established apparatus suppliers have amassed over decades. For example,
16 Pierce boasts of “960+ dedicated service professionals,” “100 service centers with
17 24/7/365 response,” “In-house custom refurbishment,” “150+ mobile service unit
18 fleet comes to you,” “Extensive factory inventory,” “Online parts catalog,” and
19 “Certified maintenance & operational training.” And, as noted above, Oshkosh
20 considers the dealer network a valuable intangible asset with a 40-year lifespan.

21 190. A further barrier to entry is the steep qualifications required to be
22 included as an authorized supplier to co-ops like Sourcewell and HGAC. As
23 described above, to be considered as a supplier by most public entities who have
24 competitive bid process requirements, a supplier must be a part of a co-op.
25 Otherwise, the purchasing public entity must satisfy lengthy competitive bidding
26 requirements, which it can skip by using a co-op because of its upfront
27 requirements for suppliers to qualify as sellers to participating public entities.
28

1 191. For example, Sourcewell's 2021 RFP #113021, which requested
2 proposals for Firefighting Apparatuses and Fire Service Vehicles, included the
3 following specifications:

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

17 192. Brand loyalty and other factors favoring incumbent apparatus
18 manufacturers present additional barriers to entry. In announcing the Spartan
19 acquisition, REV Group's then-CEO acknowledged that "fire apparatus tends to be
20 an incumbent business" and that "[f]ire chiefs and fire houses are typically brand
21 loyal, which creates a legacy brand that can be difficult to displace." Fire
22 departments also tend to procure apparatuses from a single source, which allows
23 for consistency of customization across the fleet, facilitating training and
24 maintenance. In addition, many Fire departments strive to have a uniform fleet that
25 allows for greater interoperability and flexibility in deploying department
26 firefighting personnel. Moreover, apparatus demand is driven by a replacement
27 cycle, in which apparatuses are replaced from anywhere between 5 and 30 years.
28 Potential entrants therefore have limited opportunities to win business, and fire

1 departments have significant sunk costs that make it difficult to switch between
2 builders.

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

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

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

23 196. Another barrier to entry into the market to manufacture and supply
24 Custom Chassis is the vertical integration of several Custom Chassis
25 manufacturers into Fire Apparatus building, including the Oshkosh Defendants and
26 REV Group Defendants. The Custom Apparatus building businesses of these
27 vertically integrated companies are captive to their Custom Chassis manufacturing
28 businesses, i.e., Pierce does not purchase Custom Chassis from competing

1 manufacturers; it exclusively uses Pierce-manufactured Custom Chassis. This
2 effectively forecloses would-be Custom Chassis manufacturing market entrants
3 from all of the demand represented by these vertically integrated Custom
4 Apparatus builders which dominate the relevant markets.

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

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

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

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

1 manufacturers—Oshkosh’s purchase of Maxi-Métal and acquisition of an
2 ownership interest in the BME Defendants, and AIP and REV Group’s acquisitions
3 of E-ONE, KME, Ferrara, and Spartan Emergency Response—Defendants have
4 consolidated the relevant markets and ballooned their respective market shares,
5 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
7 taxpayers. Defendants’ acquisitions have destroyed any meaningful competition in
8 these markets.

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

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

18 201. In 2014, the AIP Defendants hired Tim Sullivan as CEO of Allied
19 Specialty Vehicles—REV Group’s former name—and instructed Sullivan that his
20 top priorities should include “[i]dentifying and assisting with the purchase and
21 integration of targeted acquisitions and preparing the Company for a highly
22 successful public exit.” By 2015, the AIP Defendants and the newly rebranded
23 REV Group were accelerating their “roll-up” scheme to consolidate large
24 manufacturers of Custom Apparatuses and Custom Chassis across the United
25 States. On top of its prior ownership of E-ONE, AIP and REV Group added KME
26 in 2016 and Ferrara in 2017, taking two vertically integrated manufacturers of
27 Custom Apparatuses and Custom Chassis off the map.
28

1 202. In 2020, the AIP Defendants and REV Group swallowed several
2 historic brands at once with their Spartan Emergency Response acquisition, adding
3 Spartan as well as Smeal, Ladder Tower, DTM, and UST to REV Group's brand
4 portfolio. At the time, Spartan Motors was the third-largest Custom Apparatus
5 manufacturer after Pierce and REV Group. And while E-ONE, KME, Ferrara, and
6 Spartan Motors all manufactured Custom Chassis for use in their Custom
7 Apparatuses, Spartan Motors had a unique and well-established business as the
8 supplier—usually the sole supplier—of Custom Chassis to approximately 40
9 smaller apparatus builders. In its announcement of the acquisition, REV Group
10 boasted that “[t]he newly combined business will further solidify [REV Group's
11 Fire & Emergency segment] as a top-two North American fire apparatus
12 manufacturer.”

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

21 204. The consolidation of KME's and Ferrara's manufacturing facilities
22 into a single plant in Holden, Louisiana directly resulted in worse terms for
23 customers. Employees were now tasked with building two different apparatus lines
24 instead of focusing on a single platform. This manufacturing consolidation thus not
25 only slowed production but also negatively impacted overall build quality.
26 Additionally, the consolidation combined existing production backlogs into one
27 facility, significantly extending build times. Indeed, while REV Group was closing
28 the factories it acquired, the backlog of orders to its clients grew. As of REV

1 Group's 2025 Q3 earnings call, the backlog of undelivered orders in its fire and
2 emergency vehicles was more than two years. From 2020 to 2024, REV Group's
3 backlog for its segment that includes fire and emergency vehicles grew from \$965
4 million to a massive \$4.18 billion in undelivered orders.

5 205. Rather than viewing these unfulfilled customer expectations as a
6 problem, REV Group boasted that the backlog benefitted the company by making
7 its demand more predictable and rendering the company an "attractive investment
8 opportunity." REV Group even promoted executive Mike Virnig to President of
9 REV Group because the backlog for Fire Apparatuses had tripled under his tenure
10 in a prior role.

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

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

27 208. Today, in its investor presentations, REV Group recognizes and touts
28 the value proposition of its differentiated brands. But behind the scenes, the REV

1 Group Defendants have eliminated variations to inflate their margins. For instance,
2 after the 2020 Spartan acquisition, the REV Group Defendants (according to REV
3 Group) “developed an integrated product roadmap across our Fire Group brands to
4 enable platforming and simplification” which would “lead to the standardization of
5 subassemblies[.]” The REV Group Defendants work internally to “converge
6 designs” of the brands they have consolidated. Because the REV Group
7 Defendants know that their customers value the historical differences in the brands
8 they consolidated and maintain brand loyalty, they focus the standardization of
9 their apparatuses on “items not visible” to their customers.

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

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

26 211. On top of ordering the closures of the KME plants in September 2021,
27 REV Group’s Board of Directors approved a share repurchase program the same
28 month. Having authorized the repurchase of up to \$150 million of outstanding

1 stock, REV Group bought back \$70 million worth of its own stock by the end of
2 fiscal year 2022. In June 2023 and December 2024, despite growing production
3 bottlenecks which warranted additional capital investment to increase
4 manufacturing capacity, the Board repeatedly approved new share repurchase
5 programs, authorizing buybacks worth up to \$175 million and \$250 million
6 respectively. REV Group has bought back at least \$126.1 million worth of shares
7 under these programs, bringing the total spent on buybacks (which effectively line
8 the pockets of its shareholders, including the AIP Defendants and the very
9 shareholder board members who approved the buybacks) since 2021 to nearly
10 \$200 million.

11 212. REV Group has used other mechanisms to extract the fruits of
12 Defendants' unlawful conduct for the AIP Defendants and their investors since
13 executing their roll-up scheme and completing their plant closures in 2022. In
14 fiscal years 2022, 2023, and 2024, REV Group paid a quarterly cash dividend of
15 \$0.05 per share of common stock instead of investing capital in manufacturing
16 capacity. And in fiscal year 2024, REV Group paid a special cash dividend of
17 \$3.00 per share, worth \$178.1 million alone and \$192 million in combination with
18 the quarterly dividends. Nearly \$80 million of it went to American Industrial
19 Partners.

20 213. All in all, REV Group has rewarded investors in its output-
21 suppressing, price-increasing roll-up scheme with at least \$400 million worth of
22 share buybacks and dividends. In March 2024, after collecting their spoils, the AIP
23 Defendants completed two public offerings of their shares in REV Group and
24 exited their position as a beneficial owner and equity sponsor of the firm. These
25 cash-outs equate very simply to hard dollars illegally squeezed out of fire
26 departments, public entities, and taxpayers, and converted to spoils for the AIP
27 Defendants and REV Group shareholders, which they continue to unlawfully hold.
28

1 214. In October 2025, Terex Corp., a global equipment conglomerate based
2 in Connecticut with annual revenues of \$5.13 billion, agreed to acquire a majority
3 stake in REV Group for \$425 million. The transaction is expected to close in the
4 first half of 2026.

5 ***B. The Oshkosh Defendants' and BME Defendants' Anticompetitive***
6 ***Conduct***

7 215. The Oshkosh Defendants have more recently gotten into the
8 consolidation and roll-up business. Over the last four or five years, Oshkosh
9 acquired Maxi-Métal, and the Oshkosh Defendants acquired an ownership interest
10 in the BME Defendants.

11 216. Maxi-Métal is a leading designer of Custom Fire Apparatuses based in
12 Quebec, Canada. Founded in 1983, Maxi-Métal employs over 90 workers in
13 Canada and is a dominant player in the Canadian fire apparatus markets, claiming
14 to hold a 55% market share in Quebec and approximately 20% across all of
15 Canada.

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

23 218. In 2015, in search of a partner to grow its Canadian business as well
24 as recognizing Maxi-Métal's apparatus design and manufacturing capabilities
25 generally, Pierce entered into an exclusive partnership with Maxi-Métal. Under the
26 deal, Maxi-Métal began offering Custom Pumpers and Custom Pumper-tanker
27 configurations built on Pierce's Custom Chassis, and Pierce's network of Canadian
28

1 dealers would then market and sell these vehicles on Maxi-Métal's behalf to fire
2 departments throughout Canada.

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

11 220. Oshkosh and Pierce watched carefully as Maxi-Métal made inroads
12 into their incumbent U.S. markets. They knew firsthand the strength and quality of
13 Maxi-Métal's products and the competitive threat its entry into the U.S. markets
14 posed. So, they acquired it. On June 13, 2022, Oshkosh announced it had
15 completed its acquisition of Maxi-Métal.

16 221. Oshkosh was already familiar with deploying consolidation tactics,
17 having made a similar move nine months earlier. On September 16, 2021, Oshkosh
18 subsidiary Pierce and Boise Mobile announced that Pierce had "completed the
19 purchase of an ownership interest in Boise Mobile" to "facilitate greater
20 collaboration between Pierce and BME [Boise Mobile] within the wildland
21 market" in which they were previously competing. Boise Mobile announced this
22 combination as a "Strategic Alliance/Partnership" between these two competitors.
23 The Oshkosh and BME Defendants accomplished this combination by forming a
24 new subsidiary of Boise Mobile, BME Fire Trucks, of which Boise Mobile owns
25 75% and Pierce owns 25%.

26 222. As a result of this combination, Boise Mobile moved from a factory-
27 direct model to a dealer distribution model in which the BME Defendants' trucks
28 are now exclusively available only through Pierce dealers. Through this acquisition

1 and combination, Oshkosh and Pierce effectively eliminated a significant
2 independent and close head-to-head competitor in Wildland Fire Apparatus
3 production and secured Pierce as the exclusive distributor of the BME Defendants'
4 Fire Apparatuses.

5 223. As a result of the Oshkosh Defendants' acquisitions and combinations
6 with competitors, they have been able to keep supply constrained and consistently
7 raise prices, without repercussion.

8 224. For example, in the summer of 2017, CAL FIRE awarded Boise
9 Mobile a \$10 million contract for over 30 new Type 3 BME Wildland Fire
10 Apparatuses, for a per-unit price of roughly \$290,000. Numerous municipalities
11 across the country, including the LA County Plaintiffs, "tagged onto" this contract,
12 leading to its doubling in size to 60 units by August of 2018. In September 2022—
13 after the Oshkosh Defendants' combination with the BME Defendants and the
14 elimination of the threat of head-to-head competition—the BME Defendants
15 imposed a price increase on the units remaining for delivery of over \$30,000 per
16 vehicle, pretextually blaming the after-the-fact price hike on supply constraint
17 issues. The BME Defendants gave CAL FIRE and the tag-on municipalities two
18 options: pay the increased price or cancel the contract. Some municipalities
19 investigated whether it would be more economical to cancel the contract and order
20 the units from a different manufacturer. When Pierce was asked to provide a quote
21 by one municipality, it quoted *over \$500,000* per unit and a longer delivery
22 timeline than the existing contract with its competitor-turned-partner the BME
23 Defendants. Then, in 2024, the BME Defendants imposed an *additional*
24 approximately \$20,000 price increase. Fire departments across California were left
25 with no choice but to accept the substantial price increases, each forking over tens
26 to hundreds of thousands of tax dollars to the BME Defendants and, indirectly, the
27 Oshkosh Defendants.
28

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

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

14 226. There is overwhelming evidence that Defendants’ acquisition schemes
15 have enabled them to acquire market dominance and to use that power to produce
16 substantial anticompetitive effects. Defendants’ acquisitions substantially increased
17 their market shares and concentration levels in the relevant markets—thus raising a
18 presumption that the acquisitions may substantially lessen competition or tend to
19 create monopolies. They also enabled Defendants to eliminate head-to-head
20 competition with the acquired firms; increased the risk of coordination in the
21 relevant markets; foreclosed competition and discouraged entry in the market for
22 Custom Chassis; gave the REV Group Defendants the power to raise rivals’ costs
23 and neutralize price competition in the markets for Custom Pumpers, Custom
24 Aerials, and Custom Quints by controlling the price and availability of Custom
25 Chassis; entrenched Defendants’ dominant positions in the relevant markets; and in
26 the case of Oshkosh’s acquisition of Maxi-Métal, eliminated an entrant in the U.S.
27 Custom Pumpers market. The anticompetitive impact of the REV Group
28 Defendants and AIP Defendants’ scheme has been amplified and reinforced by the

1 Oshkosh Defendants' and BME Defendants' conduct, and vice versa. Defendants
2 have driven a significant industry trend towards horizontal and vertical
3 consolidation.

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

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

19 228. In each of the relevant markets, Defendants' anticompetitive conduct
20 has substantially increased concentration levels and Defendants' shares of these
21 markets.

22 229. The Department of Justice and the Federal Trade Commission jointly
23 publish the Merger Guidelines. Rooted in established caselaw and widely accepted
24 economic thinking, the Merger Guidelines outline the legal tests, analytical
25 frameworks, and economic methodologies both agencies use to assess whether
26 transactions violate the antitrust laws, including measuring market shares and
27 changes in market concentration from a merger.
28

1 230. The Herfindahl-Hirschman Index (“HHI”) is a well-established
2 method for calculating concentration in a market. The HHI is the sum of the
3 squares of the market shares of the market participants. For example, a market with
4 five firms, each with 20% market share, would have an HHI of 2,000 ($20^2 + 20^2 +$
5 $20^2 + 20^2 + 20^2 = 2,000$). The HHI is low when there are many small firms and
6 grows higher as the market becomes more concentrated. A market with a single
7 firm would have an HHI of 10,000 ($100^2 = 10,000$).

8 231. The Merger Guidelines explain that a merger that significantly
9 increases market concentration is presumptively unlawful. Specifically, a merger is
10 presumptively illegal when the post-merger HHI exceeds 1,800 and the merger
11 increases the HHI by more than 100 points. Supreme Court precedent also
12 establishes that a merger that results in a combined firm with market share of 30%
13 or more is also presumptively unlawful.

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

16 232. Based on publicly available information, in the U.S. Custom Pumpers
17 market the REV Group Defendants hold more than a 25% share. The Oshkosh
18 Defendants hold more than a 40% share of this market.

19 233. Based on publicly available information, in the U.S. Custom Aerials
20 and Custom Quints markets the REV Group Defendants hold an approximately
21 20% share. The Oshkosh Defendants hold more than a 55% share of those markets.

22 234. These shares are consistent with Defendants’ public reporting of their
23 positions in the relevant markets. For example, in its response to Sourcewell’s
24 request for bids to supply Fire Apparatuses to Sourcewell purchasing cooperative
25 participants in 2025-2026, including the LA County Plaintiffs, REV Group
26 reported that its “US market share for the solutions that [it was] proposing” is
27 “25.86%.” These “solutions” included Custom Pumpers, commercial pumpers,
28 initial attacks, single-axle tenders, tandem-axle tenders, light rescues, heavy

1 rescues, full response pumpers, and industrial foam delivery systems. Many of
2 these apparatuses are outside the relevant U.S. markets for Custom Pumpers,
3 Custom Aerials, and Custom Quints and are built by a larger set of manufacturers
4 than the small set of important suppliers in the Custom Pumper, Aerial, and Quint
5 markets.

6 235. Oshkosh's acquisition of Maxi-Métal resulted in a combined market
7 share of Pierce and Maxi-Métal exceeding 40% in the Custom Pumpers market and
8 was therefore presumptively illegal.

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

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

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

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

25 239. Based on publicly available information, the U.S. Custom Chassis
26 market is highly concentrated, with HHIs exceeding 3,500. The AIP Defendants
27 and REV Group's acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency
28 Response resulted in a cumulative increase in HHI far exceeding 100 in the already

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

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

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

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

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

19 242. Based on public reporting, in the broader relevant market to
20 manufacture and sell Fire Apparatuses to purchasers in the United States, the REV
21 Group Defendants hold a share in excess of 30%. Indeed, in an April 2024
22 interview, the President of REV Group's Specialty Vehicles Division Mike Virnig
23 stated, "We're about 40% of the fire truck business." Based on public reporting, the
24 combined share of the Oshkosh Defendants and BME Defendants far exceeds
25 30%; and the combined share of the Oshkosh Defendants and Maxi-Métal far
26 exceeds 30%.

27 243. Based on publicly available information, the U.S. Fire Apparatus
28 market was already concentrated before the AIP Defendants and REV Group's

1 acquisitions of E-ONE, Ferrara, KME, and Spartan Emergency Response. After
2 these four acquisitions, the post-transaction HHI in the U.S. Fire Apparatus market
3 exceeded 1,800, with an HHI delta of more than 100 from before the first
4 acquisition to after the most recent.

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

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

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

20 246. Similarly, the Oshkosh Defendants' acquisition of an ownership
21 interest in the BME Defendants eliminated head-to-head competition to produce,
22 market, and sell Type 3 Wildland Fire Apparatuses. Indeed, Pierce's BXTM
23 Wildland apparatus is virtually indistinguishable from the BME Defendants' Model
24 34 Type 3 Engine. Both apparatuses feature around 500-gallon tanks, 500 gallon-
25 per-minute pumps, pump-and-roll capabilities, full-depth storage, low-profile
26 designs, and 4x4 off-road performance for harsh terrain on International chassis for
27 wildland-urban interface operations. Figure 10 below shows a side-by-side
28

1 comparison of these two apparatuses, with the BME Model 34 on the left and the
 2 Pierce BX™ Wildland on the right:



10 **Figure 10**

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

25 248. **Second**, the acquisitions eliminated numerous independent sources of
 26 Fire Apparatus manufacturing capacity. Before their absorption into REV Group,
 27 firms such as KME, Spartan, and Ferrara were vertically integrated builders with
 28 the inherent capacity to expand their own Custom Chassis production to meet

1 market demand. And before their absorption into Oshkosh, firms like Maxi-Métal
2 had the ability and incentive to expand Fire Apparatus output to meet increased
3 demand, keeping prices at competitive levels. Had these firms remained
4 independent, they would have served as a vital check against any attempt by the
5 REV Group Defendants, Oshkosh Defendants, or BME Defendants to artificially
6 limit supply and create a backlog. Instead, following the acquisitions, the REV
7 Group Defendants systematically shuttered assembly sites and consolidated
8 production, eliminating the potential excess capacity that former competitors in the
9 market could have wielded to expand production and meet demand. By removing
10 these multiple independent sources of Custom Chassis and Fire Apparatuses, the
11 REV Group Defendants, AIP Defendants, Oshkosh Defendants, and BME
12 Defendants were able to create a bottleneck that affected the entire market, forcing
13 the remaining market participants to increase their lead times and allowing them to
14 raise prices to meet pent-up demand.

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

27 250. The fact that many market participants entirely rely on the REV
28 Group Defendants for the supply of Custom Chassis further exacerbates the risk of

1 tacit or explicit coordination in the market. The REV Group Defendants now have
2 the ability to increase the price of a critical input—representing over 25% of the
3 total cost of an apparatus—across several competing apparatus builders, and are
4 constantly fed confidential information from rival builders who are also their
5 Custom Chassis customers regarding delivery dates, prices, proprietary
6 innovations, client lists, and backlogs. Similarly, the Oshkosh Defendants and
7 BME Defendants’ “collaboration” through BME Fire Trucks enables them to share
8 information on pricing, product plans and features, and output, further enabling
9 explicit and tacit collusion. With such a tightly concentrated market, Defendants’
10 smaller competitors can (and have) mirrored Defendants’ price increases and
11 worsening of terms, making it impossible for fire departments to obtain
12 competitive prices. Defendants are responsible for the higher prices and other
13 worsening of terms that fire departments and public entities like the LA County
14 Plaintiffs have incurred, regardless of whether they purchased one of Defendants’
15 apparatuses or a rival’s.

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

25 252. **Fifth**, REV Group and the AIP Defendants’ acquisition of Spartan
26 Emergency Response gave the REV Group Defendants the power to raise rivals’
27 costs and neutralize price competition in the markets for Custom Pumpers, Custom
28 Aerials, and Custom Quints by controlling the price and availability of Custom

1 Chassis. Their cumulative additional acquisitions of KME, Ferrara, and E-ONE
2 further constitute a vertical “roll-up” designed to limit access to products that any
3 REV Group Defendant’s rival would require to be able to compete.

4 253. REV Group and the AIP Defendants’ acquisition of Spartan
5 Emergency Response removed the industry’s premier independent manufacturer of
6 Custom Chassis—a critical input for Custom Apparatuses that has no reasonable
7 substitutes. For decades, Spartan served as the essential backbone for dozens of
8 small, family-owned apparatus builders. By seizing control of this critical third
9 party-supplier of Custom Chassis, REV Group gained the power to dictate the
10 survival of its own rivals. With only two other companies, HME and Sutphen,
11 providing a trivial number of Custom Chassis to small, independent builders, the
12 REV Group Defendants have their non-vertically integrated apparatus competitors
13 in a vice. Now, the mere threat of the Spartan ER Entities delaying Custom Chassis
14 deliveries or increasing input costs—or “squeezing” margins—is sufficient to
15 ensure that no small apparatus rival dares to compete aggressively on price.

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

26 255. By consolidating the primary manufacturers of Custom Chassis, REV
27 Group and the AIP Defendants have fundamentally altered the structure of the
28 related Custom Apparatus markets, creating a vertical bottleneck. This allows the

1 REV Group Defendants to dictate the supply of a highly significant competitive
2 input by raising costs or restricting supply to independent Custom Apparatus
3 builders. The effect is a systemic weakening of competition, as newly dependent
4 builders—once nimble rivals—are now forced to operate at the whim of a
5 dominant competitor, thereby reducing the overall output and quality of Fire
6 Apparatuses available to the public, while prices relentlessly increase.

7 256. Beyond the threat of actual foreclosure, REV Group and the AIP
8 Defendants' acquisition of Spartan Emergency Response has provided the REV
9 Group Defendants with an unlawful information advantage that facilitates
10 coordination and undermines the incentive of independent builders to compete.
11 Because independent builders must purchase their Custom Chassis from the
12 Spartan ER Entities, they are forced to disclose competitively sensitive
13 information, including proprietary build specifications, customer-specific
14 configurations, and delivery timelines. Access to this data allows the REV Group
15 Defendants to peer into their rivals' playbooks, enabling them to anticipate their
16 rivals' bids, mirror their pricing, and either mimic or preempt their innovations.

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

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

1 259. *Sixth*, by acquiring Maxi-Métal, Oshkosh preemptively eliminated a
2 well-capitalized entrant into the U.S. Custom Pumpers market who would be
3 capable of undercutting the pricing power of the domestic incumbents and of
4 introducing substantial additional competition into that market. Prior to its
5 acquisition by Oshkosh, Maxi-Métal functioned as a significant competitive force
6 in North America, earning a dominant position in the Canadian market and actively
7 beginning to execute on an ambitious expansion into the United States. Oshkosh's
8 acquisition of Maxi-Métal effectively removed a well-resourced competitor who
9 had begun to make inroads in the United States market for Custom Pumpers.

10 260. Oshkosh's acquisition of Maxi-Métal eliminated any probability that
11 Maxi-Métal would meaningfully enter the U.S. market through alternative means,
12 as well as the likely and actual beneficial influence on competition that resulted
13 from Maxi-Métal's position at the time of the acquisition, an incipient competitor,
14 poised on the edge of the U.S. market.

15 261. It is reasonably probable that Maxi-Métal would have meaningfully
16 entered the U.S. Custom Pumpers market through alternative means absent the
17 acquisition. In fact, Maxi-Métal had since 2018 taken steps to expand its presence
18 in the United States, including a major facility expansion in response to what
19 Maxi-Métal framed as an increased "dealer demand . . . across Canada and the
20 USA for [Maxi-Métal's] fire division's products." Although Maxi-Métal built its
21 Custom Apparatuses on Pierce Custom Chassis, at the time of the acquisition it
22 was expanding its market share in the United States at the expense of its
23 competitors, including Pierce. But for the acquisition, further increased
24 competition from Maxi-Métal was reasonably probable. For several years the Fire
25 Apparatus market in United States has experienced significant backlogs and
26 dramatic price hikes. As a large and well-resourced competitor on the edge of the
27 market, there is a reasonable probability that Maxi-Métal would have exploited
28 these backlogs and price hikes to grow its share and deconcentrate the highly

1 concentrated Custom Pumpers market, which would also have had other
2 procompetitive effects such as lowering customer prices and accelerating delivery
3 times.

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

10 263. *Seventh*, the Oshkosh Defendants' acquisition of a partial ownership
11 interest in the BME Defendants, and these competitors' "collaboration" on
12 Wildland Fire Apparatus products that they previously competed to produce and
13 market to customers, enables them to coordinate instead of competing head-to-
14 head. With their ownership interest in the BME Defendants, the Oshkosh
15 Defendants can influence how the BME Defendants price their apparatuses, invest
16 in R&D, plan for expansions or reductions in capacity, market their products, and
17 ultimately pursue competitive initiatives.

18 264. The Oshkosh Defendants' ownership interest in the BME Defendants
19 also substantially diminishes the Oshkosh Defendants' incentive to compete with
20 the BME Defendants. For example, instead of continuing to market and invest in
21 Pierce's BXTM Wildland, the Oshkosh Defendants can let that product fall by the
22 wayside, eliminating price competition with the BME Defendants' Type 3 Model
23 34 while directly profiting from the higher BME prices through their ownership
24 stake in Boise Mobile. This combination of competitors also facilitates the sharing
25 of competitively sensitive information, which both the BME Defendants and the
26 Oshkosh Defendants can use to tacitly or explicitly collude.

27 265. *Eighth*, REV Group and the AIP Defendants' acquisitions of E-ONE,
28 Ferrara, Spartan, and KME, and the Oshkosh Defendants' acquisitions of Maxi-

1 Métal and an interest in the BME Defendants, have entrenched and extended
2 Defendants' dominance in the relevant markets. For example, Oshkosh subsidiary
3 Pierce was already the leading Fire Apparatus builder in the United States before
4 its acquisitions. With its purchase of Maxi-Métal, Oshkosh protected Pierce's
5 dominance by warding off a Canadian competitor starting to make inroads into the
6 U.S. markets, and extended Oshkosh and Pierce's dominance in the Custom
7 Pumpers market to the Custom Chassis market by capturing an important source of
8 demand for Custom Chassis. Similarly, with their combination with the BME
9 Defendants, Oshkosh and Pierce substantially bolstered Pierce's position in the
10 relevant Fire Apparatus markets not only by eliminating competition with the BME
11 Defendants but also by effectively absorbing an entire portfolio of Wildland Fire
12 Apparatus. This combination essentially allowed the industry goliath Peirce to
13 control the smaller, but already dominant, BME Defendants, thereby further
14 lessening competition in the relevant Fire Apparatus markets by raising entry
15 barriers even further and by effectively dissuading smaller firms from aggressively
16 competing. Defendants' acquisitions have substantially increased barriers to entry
17 in the relevant Fire Apparatus markets by creating even more firmly rooted market
18 leaders with which to compete.

19 266. ***Finally***, Defendants' respective acquisitions have not taken place in
20 isolation. They reflect an industry trend towards consolidation, in which Custom
21 Apparatus manufacturers roll up rival (or would-be rival) Custom Apparatus
22 manufacturers, and an industry trend towards vertical integration, in which Custom
23 Chassis manufacturers acquire leading apparatus designers and builders, thereby
24 eliminating those companies as potential buyers of competing Custom Chassis.
25 Indeed, as early as 2016, Spartan Motors was characterizing the relevant markets
26 as "an increasingly consolidating industry." Each of the unlawful acquisitions
27 identified herein are all the more anticompetitive because they have taken place in
28 the context of this broader industry trend toward consolidation. For example, the

1 competitive impact of Oshkosh's acquisition of Maxi-Métal, and Oshkosh and
2 Pierce's acquisition of an ownership interest in the BME Defendants, can only be
3 understood against the backdrop of the prior decade of the REV Group and AIP
4 Defendants' consolidation scheme.

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

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

10 268. The REV Group Defendants, Oshkosh Defendants, and BME
11 Defendants have been able to impose massive price increases—and have enabled
12 competing manufacturers to follow suit with similar price increases—for
13 apparatuses and parts on public entities and fire departments as a result of their
14 acquisitions. The price increases the LA County Plaintiffs have experienced,
15 detailed further below, are illustrative of the price increases these Defendants have
16 imposed on customers across the nation. For example, Custom Pumpers went from
17 around \$500,000 in 2015 to over \$1 million by 2025. Defendants' Custom Aerials
18 and Quints went from around \$1 million in 2015 to over \$2 million in 2025. Only a
19 small fraction of these price increases can be attributable to supply shocks and
20 pandemic-related price increases.

21 269. Defendants' consolidation of the relevant markets has also allowed
22 them to degrade product quality and led to a significant reduction in customer
23 choice, as they have leveraged their market dominance to prioritize manufacturing
24 standardization over responsiveness to the judgement and requests of local fire
25 departments, their specific operational demands, and their budgetary constraints.

26 270. In competitive markets, Fire Apparatus builders once competed by
27 accommodating highly specific operational requirements—such as lowered floors
28 to maximize storage space for heavy rescue gear or narrowed body profiles

1 essential for navigating tight urban streets with high traffic density. However,
2 following the consolidation of builders and manufactures, Defendants have
3 actively pushed back on these essential customizations, citing multi-year backlogs
4 as a pretext to force fire departments toward “stock” or “standardized” models. By
5 effectively eliminating the ability of fire departments to obtain these customization
6 options, Defendants have suppressed innovation driven by customer demand and
7 forced fire departments to accept equipment that is not tailored to their specific
8 localities.

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

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

27 273. Hand in hand with the price increases and quality degradation,
28 Defendants have imposed severe supply restrictions in the form of plant closures

1 and astronomical delivery delays. The REV Group Defendants affirmatively shut
2 down production at multiple plants, and all Defendants, far from expanding supply
3 to meet market demand, have celebrated ever-increasing backlogs. For example, in
4 one investor presentation, REV Group touted a backlog of over two and a half
5 years for specialty vehicles like fire trucks as providing “Production Visibility” and
6 making REV Group a “unique and attractive investment opportunity.” Similarly,
7 when promoting executive Mike Virnig to President of REV Group in 2022, REV
8 Group’s CEO boasted: “Under his tenure, our backlog for fire apparatus has
9 tripled, growing by over \$1 billion.” In 2018, REV Group’s then-CEO Tim
10 Sullivan told investors: “We like backlog, we love backlog.”

11 274. In a competitive market, customers would have turned to competitors
12 in the face of Defendants’ higher prices and worsening of terms. But with
13 Defendants having cornered such a large portion of the relevant markets, there
14 were effectively no reasonable alternatives to which to turn. The LA County
15 Plaintiffs and other public entities had, and continue to have, no choice but to get
16 in line—a backlog line that has grown and grown, with no end in sight.

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

27 276. Further evidence that Defendants can and do profitably worsen
28 terms—i.e., evidence of their market power resulting from their unlawful

1 acquisitions—is their ability to consolidate and shut down dealers virtually without
2 consequence. For example, Oshkosh subsidiary Pierce has consolidated the dealers
3 already in its network to limit geographic overlap between dealers, thereby limiting
4 the options for its customers.

5 277. The REV Group Defendants have also consolidated their dealers.
6 After REV Group acquired Spartan Emergency Response in 2020, the REV Group
7 brands were sold through 113 dealers across the United States. As Mike Virnig,
8 currently President of REV Group, has publicly related, incumbent dealers, for
9 example, expressed a “firestorm” of resistance to the prospect of integrating new
10 dealers as part of the Spartan acquisition. REV Group was more than responsive to
11 incumbent dealers’ concerns about preserving their respective fiefdoms. As of
12 today, the number of affiliated dealers has fallen precipitously, with REV Group
13 brands only sold through approximately 62 dealers across the United States.

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

25 279. To add insult to injury, Defendants have falsely blamed the COVID-
26 19 pandemic—for example, in REV Group’s words, “global supply chain
27 bottlenecks and inflationary conditions”—for the entirety of their astronomical
28 price increases and delivery delays. In other words, Defendants have effectively

1 covered up the full explanation for their price increases and worsening of terms,
2 which overwhelmingly resulted from their exploitation of the market power they
3 deliberately amassed through unlawful acquisitions and other conduct. As late as
4 May 2025—over *five years* after the pandemic started—Oshkosh was still using
5 the pandemic as a false cover for its price increases, stating that “[g]lobal supply
6 challenges, unprecedented demand, and significant inflation since the pandemic
7 started in 2020 have resulted in extended delivery times and increased prices.”

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

20 **REPLACEMENT PARTS FOR PIERCE FIRE APPARATUSES**

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

25
26
27 ⁶ Mike Baker, Maureen Farrell & Serge F. Kovaleski, *As Wall Street Chases*
28 *Profits, Fire Departments Have Paid the Price*, N.Y. Times (Feb. 17, 2025),
<https://www.nytimes.com/2025/02/17/us/fire-engines-shortage-private-equity.html>.

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

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

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

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

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

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

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

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

26 290. These parts include “genuine” or Pierce original equipment
27 manufacturer parts (“OEM Parts”), which are manufactured to the same
28

1 specifications as parts used in new equipment. OEM Parts generally are
2 incompatible with fire apparatuses that are not manufactured by Pierce.

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

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

13 293. Other examples of White-Label Parts that are made by third-party
14 manufacturers but are assigned a Pierce serial number and sold by Pierce include
15 IMMI seatbelts and supplemental restraint systems, Innovative Controls gauges,
16 Sheppard power steering gears, and Trident Emergency Products hose parts.

17 294. Replacement parts for Pierce Fire Apparatuses are purchased by a
18 distinct set of customers, namely localities and fire departments that have Pierce
19 Fire Apparatuses. When a part in a customer’s Pierce Fire Apparatus breaks, the
20 customer is stuck with the options available that are compatible with and will
21 function in the customer’s Pierce Fire Apparatus. Replacement parts for Pierce Fire
22 Apparatuses are distributed by a limited set of specialized vendors: Pierce-
23 authorized dealers and parts suppliers. For example, the LA County Plaintiffs have
24 purchased replacement parts for their Pierce Fire Apparatuses from West Coast Fire
25 Sales, an authorized Pierce parts dealer/supplier.

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

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

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

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

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

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

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

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

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

26 302. As one commentator with industry experience noted: “One of the
27 problems with Pierce is they have purposely altered or manufactured cab and
28 chassis parts that are proprietary and can only be purchased from Pierce. . . . [L]et’s

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEFENDANTS HAVE USED THEIR UNLAWFULLY ACQUIRED
DOMINANCE TO OVERCHARGE FIRE DEPARTMENTS, DELAY
DELIVERIES, AND OTHERWISE WORSEN TERMS, INJURING AND
THREATENING TO FURTHER INJURE PLAINTIFFS**

318. Defendants' consolidation and other unlawful conduct in the relevant markets have had disastrous effects on the competitiveness of these markets and the ability of fire departments across the country, including the LA County Plaintiffs, to obtain Fire Apparatuses and parts at fair, competitive prices and on the timelines required to serve their communities. Defendants' conduct drastically reduced options and increased the prices for Fire Apparatuses to the LA County Plaintiffs.

319. The LA County Plaintiffs are just one of many victims of Defendants' unlawful schemes. Their purchasing history is indicative of the broader effects Defendants' anticompetitive conduct has had on localities across the country.

320. Take, for example, the price the LA County Plaintiffs have paid for Custom Pumpers. In November 2010, the LA County Plaintiffs awarded a contract for the sale of two Custom Pumpers to KME for approximately \$340,000 per unit. Five to six years later, the LA County Plaintiffs awarded a contract for the sale of 20 Custom Pumpers to KME for \$518,000 per unit. In April 2025, the LA County Plaintiffs awarded a contract to Pierce through Sourcewell to supply 17 Custom Pumpers for \$1 million each—a quote that includes a price increase of several hundreds of thousands of dollars *after* adjusting for inflation. The LA County Plaintiffs paid nearly three times the price for a Custom Pumper in April 2025 than they did in November 2010.

321. An analysis of the LA County Plaintiffs' Custom Quint purchases tells the same story. In November 2010, the LA County Plaintiffs awarded a contract for the sale of two Custom Quints to KME for less than \$800,000 per unit. Just over four years later, in January 2015, the LA County Plaintiffs awarded a Custom

1 Quint contract to KME for a price of approximately \$1 million. Today, the going
2 price of a Quint is approximately \$2 million—again, an extraordinary price
3 increase even *after* adjusting for inflation.

4 322. The LA County Plaintiffs were also the victim of the BME
5 Defendants' 2022 and 2024 price increases on its Cal FIRE Type 3 tag-along
6 orders. In August 2021, the LA County Plaintiffs placed a purchase order directly
7 with Boise Mobile for eight Type 3 Wildland Apparatuses as a tag-along to Cal
8 FIRE's order. By 2024, the LA County Plaintiffs had incurred two price increases,
9 for a total of approximately \$50,000 per unit. The LA County Plaintiffs had no
10 choice but to accept the price increases; as documented in paperwork requesting
11 approval for the price increase, "The purchase of these Type III engines is critical
12 in protecting life and property in the brush and wildland areas of Los Angeles
13 County."

14 323. The LA County Plaintiffs have also overpaid Defendants for parts as a
15 result of their roll-up schemes and Pierce's anticompetitive conduct in the relevant
16 markets for replacement parts for Pierce Fire Apparatuses. Defendants' conduct has
17 enabled them to substantially increase prices for parts—parts the LA County
18 Plaintiffs often have no choice but to buy from Defendants, either because no third-
19 party manufactured part is available for the original apparatus purchased from the
20 Defendant, or because, in the case of Pierce, Pierce forces customers to purchase
21 Pierce-branded parts when their apparatuses break.

22 324. As one example, in or around 2023, the air conditioning condensation
23 pump in one of the LA County Plaintiffs' Pierce apparatuses broke. The LA County
24 Plaintiffs contacted the manufacturer—RedDot—who told the LA County
25 Plaintiffs that the price for a replacement part would be \$235, but that RedDot was
26 not permitted to sell the part to the LA County Plaintiffs. Rather, RedDot told the
27 LA County Plaintiffs they had to purchase the part from Pierce. The LA County
28 Plaintiffs confirmed this policy with multiple Pierce-authorized dealers, who would

1 only sell the LA County Plaintiffs the Pierce proprietary, White-Label part. The LA
2 County Plaintiffs were forced to purchase the part—multiple times—from Pierce,
3 through Pierce-authorized parts suppliers, for over \$600 each.

4 325. As another example, in 2025 a single switch on an eight-switch center
5 console multi-plex switch panel in one of the LA County Plaintiffs' Pierce
6 apparatuses failed. In any other apparatus, the LA County Plaintiffs could have
7 purchased a single replacement switch from the manufacturer of its choice. But
8 when the LA County Plaintiffs inquired with a Pierce-authorized dealer about
9 replacing the switch in this Pierce apparatus, they learned that they were required
10 to purchase a Pierce proprietary replacement part, and they could not purchase just
11 one—they were required to purchase a replacement for the entire eight-switch
12 panel. The replacement part, purchased through a Pierce-authorized parts supplier,
13 cost over \$1,200.

14 326. In addition to imposing higher prices for both trucks and parts,
15 Defendants' anticompetitive conduct has harmed the LA County Plaintiffs by
16 drastically increasing the time they must wait to actually receive the apparatuses
17 they buy. For example, KME estimated a 313-day window to deliver the 12
18 Custom Pumpers the LA County Plaintiffs purchased in November 2010. By
19 contrast, Pierce estimated nearly double that—663 days, or approximately two
20 years—to deliver the 17 Custom Pumpers the LA County Plaintiffs ordered in
21 April 2025. A given Fire Apparatus's useful life is anywhere from 10-20 years.
22 Because each year of delay represents tens if not hundreds of thousands of dollars
23 in damage, the LA County Plaintiffs have incurred many millions of dollars more
24 in damages—on top of original apparatus purchase overcharges—in the form of
25 delivery delays.

26 327. Defendants' dealer consolidations and REV Group's plant closures—
27 all enabled by their roll-up schemes, which allowed them to reduce choice, make
28 customers go farther for service, and reduce supply, all without repercussion—have

1 also affected the LA County Plaintiffs. In November 2021, the LA County
2 Plaintiffs awarded a contract for the sale of 11 engines to KME for a purchase price
3 of approximately \$630,000 per apparatus and a 300-day delivery window. But
4 around the same time, KME announced the closure of its Nesquehoning,
5 Pennsylvania plant, and after the contract was awarded, REV Group and KME
6 closed the KME dealership in Ontario, California, breaching a term of the contract.

7 328. The resulting uncertainty surrounding KME's ability to deliver the
8 apparatuses on time, and the closure of the KME dealership, left the LA County
9 Plaintiffs with no choice but to cancel the order and seek an alternative supplier.

10 329. In the past, the LA County Plaintiffs would have had a much larger
11 number of competitors to solicit bids from when KME, Spartan, Ferrara, and E-
12 ONE were all separate companies. Now, they were all owned and controlled by the
13 same parent—REV Group. The LA County Plaintiffs had few options and
14 ultimately awarded a contract to Rosenbauer in July 2022.

15 330. The damages to the LA County Plaintiffs were enormous. The LA
16 County Plaintiffs were only able to purchase eight apparatuses from Rosenbauer in
17 lieu of the 11 they had originally contracted for with KME, because the prices had
18 jumped so astronomically. The LA County Plaintiffs contracted with Rosenbauer to
19 pay it \$1.1 million per apparatus with a delivery window of 600 days—nearly
20 double the per-unit price, and with a delivery window twice as long, as the
21 cancelled KME contract. The REV Group and AIP Defendants' roll-up scheme and
22 other anticompetitive conduct were directly responsible for these damages the LA
23 County Plaintiffs incurred.

24 331. Being forced to pay nearly double for mission critical fire trucks is
25 reflective of the many millions of dollars of damages in the form of
26 anticompetitive overcharges the LA County Plaintiffs have incurred over the years
27 of Defendants' unlawful schemes and across the various types of Fire Apparatuses
28 the LA County Plaintiffs have purchased. This includes damages on contracts the

1 LA County Plaintiffs awarded to Pierce through Sourcewell as recently as July
2 2024 through April 2025, on which the LA County Plaintiffs are still awaiting
3 deliveries.

4 332. Not only has Defendants' anticompetitive conduct directly injured the
5 LA County Plaintiffs, but it has also harmed the People of the State of California at
6 large. When the LA County Plaintiffs and other fire departments in California pay
7 hundreds of thousands to millions of dollars in overcharges; when they cannot get
8 the parts they need for their apparatuses in a timely and cost-effective manner, their
9 citizens pay the price, in the form of higher taxes and budget shifts that force state
10 and local entities to reduce funding to other services.

11 333. Plaintiffs' injuries will continue indefinitely into the future unless the
12 Court enjoins Defendants' unlawful conduct and orders the unwinding of each of
13 their unlawful combinations. There is no substitute for Custom Fire Apparatuses,
14 Wildland Fire Apparatuses, or Fire Apparatuses at large, and there is no substitute
15 for replacement parts for Pierce Fire Apparatuses. Fire departments like the LA
16 County Plaintiffs must have these lifesaving vehicles and replacement parts to
17 protect the People and the public safety, yet departments currently have no choice
18 but to continue to make purchases in the relevant markets to source this critical
19 equipment. Absent Court intervention, fire departments will continue to pay
20 extractive prices—draining localities' health and safety budgets—and suffer
21 reduced choice, worsened terms, delivery delays, and other harms, which they
22 must endure as they meet their obligations to protect the public safety far into the
23 future. Because no remedy at law can adequately compensate Plaintiffs for this
24 future harm, the Court must stop Defendants' anticompetitive conduct and restore
25 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 AIP Defendants, by the LA County Plaintiffs***

334. Plaintiffs restate, reallege, and incorporate by reference each of the allegations in paragraphs 1 through 333 as though fully set forth herein.

335. 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.

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

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

338. The AIP Defendants and REV Group's acquisitions, when considered cumulatively, violated Section 7 of the Clayton Act, 15 U.S.C. § 18. The AIP

1 Defendants and REV Group's acquisition of Spartan's emergency response unit on
2 its own violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

3 339. As a result of the AIP Defendants and REV Group Defendants'
4 violations of Clayton Act Section 7, and the harm to competition caused by those
5 violations, the LA County Plaintiffs have suffered substantial injuries to their
6 business and property, and are entitled to recover from the AIP Defendants and the
7 REV Group Defendants damages, in an amount to be proven at trial and
8 automatically trebled, as provided by 15 U.S.C. § 15.

9 340. The LA County Plaintiffs will suffer actual and threatened irreparable
10 injury and loss of their business and property, for which there is no adequate
11 remedy at law, unless the Court enjoins the AIP Defendants and the REV Group
12 Defendants from their unlawful conduct and continuing and threatened future
13 violations of the antitrust laws. The LA County Plaintiffs are thus entitled to
14 injunctive relief against the AIP Defendants and the REV Group Defendants under
15 15 U.S.C. § 26.

16 341. The LA County Plaintiffs are also entitled to recover from the AIP
17 Defendants and the REV Group Defendants costs of suit, including reasonable
18 attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

19 CAUSE OF ACTION TWO

20 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the Oshkosh Defendants,* 21 *by the LA County Plaintiffs*

22 342. Plaintiffs restate, reallege, and incorporate by reference each of the
23 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

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

6 345. Oshkosh and Pierce's acquisitions of Maxi-Métal and an ownership
7 interest in the BME Defendants may substantially lessen competition or tend to
8 create a monopoly—indeed, they have already substantially lessened competition
9 and tended to create a monopoly—in the Fire Apparatus market in the United
10 States, when considered as a series of acquisitions or individually. Oshkosh and
11 Pierce's acquisition of Maxi-Métal, considered on its own, may substantially lessen
12 competition or tend to create a monopoly—indeed, it has already substantially
13 lessened competition and tended to create a monopoly—in the Custom Pumpers
14 and Custom Chassis markets in the United States. Oshkosh and Pierce's acquisition
15 of an ownership interest in the BME Defendants, on its own, may substantially
16 lessen competition or tend to create a monopoly—indeed, it has already
17 substantially lessened competition or tended to create a monopoly—in the
18 Wildland Fire Apparatus market in the United States.

19 346. The Oshkosh Defendants cannot show any cognizable efficiencies of
20 sufficient character and magnitude or any other countervailing factors such that
21 these acquisitions were not anticompetitive.

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

25 348. As a result of the Oshkosh Defendants' violations of Clayton Act
26 Section 7, and the harm to competition caused by those violations, the LA County
27 Plaintiffs have suffered substantial injuries to their business and property, and are
28

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

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

9 350. The LA County Plaintiffs are also entitled to recover from the
10 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
11 by 15 U.S.C. §§ 15 and 26.

12 CAUSE OF ACTION THREE

13 *Violations of Clayton Act § 7, 15 U.S.C. § 18, Against the BME Defendants, by* 14 *the LA County Plaintiffs*

15 351. Plaintiffs restate, reallege, and incorporate by reference each of the
16 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

25 353. Pierce and Oshkosh's acquisition of an ownership interest in the BME
26 Defendants may substantially lessen competition or tend to create a monopoly—
27 indeed, it has already substantially lessened competition and tended to create a
28

1 monopoly—in the Wildland Fire Apparatus and Fire Apparatus markets in the
2 United States.

3 354. The BME Defendants cannot show any cognizable efficiencies of
4 sufficient character and magnitude or any other countervailing factors such that the
5 acquisition was not anticompetitive.

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

8 356. As a result of the BME Defendants’ violations of Clayton Act Section
9 7, and the harm to competition caused by those violations, the LA County Plaintiffs
10 have suffered substantial injuries to their business and property, and are entitled to
11 recover from the BME Defendants damages, in an amount to be proven at trial and
12 automatically trebled, as provided by 15 U.S.C. § 15.

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

19 358. The LA County Plaintiffs are also entitled to recover from the BME
20 Defendants costs of suit, including reasonable attorney fees, as provided by 15
21 U.S.C. §§ 15 and 26.

22 CAUSE OF ACTION FOUR

23 *Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –* 24 *Against the REV Group Defendants and AIP Defendants, by the LA County* 25 *Plaintiffs*

26 359. Plaintiffs restate, reallege, and incorporate by reference each of the
27 allegations in paragraphs 1 through 333 as though fully set forth herein.
28

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

7 361. The AIP Defendants and REV Group's acquisitions, considered
8 cumulatively, constituted attempted monopolization of the Custom Chassis,
9 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the
10 United States, in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2. The AIP
11 Defendants and REV Group's acquisition of Spartan's emergency response unit on
12 its own constituted attempted monopolization of the Custom Chassis market in the
13 United States in violation of Section 2 of the Sherman Act, 15 U.S.C. § 2.

14 362. The REV Group Defendants possess market power in the Custom
15 Chassis, Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus
16 markets in the United States, as demonstrated by, *inter alia*, their high market
17 shares, barriers to entry, and ability to charge supra-competitive prices in those
18 relevant markets.

19 363. The AIP Defendants and REV Group Defendants' acquisitions set
20 forth above were anticompetitive, and they implemented their anticompetitive
21 acquisition scheme, and otherwise acted, with the specific intent for the REV
22 Group Defendants to monopolize the Custom Chassis, Custom Pumper, Custom
23 Aerial, Custom Quint, and Fire Apparatus markets in the United States.

24 364. There is a dangerous probability that the AIP Defendants and REV
25 Group Defendants' anticompetitive acquisition scheme has resulted or will result in
26 the REV Group Defendants' achievement of a monopoly in the Custom Chassis,
27 Custom Pumper, Custom Aerial, Custom Quint, and Fire Apparatus markets in the
28 United States. The AIP Defendants and REV Group Defendants' anticompetitive

1 acquisition scheme has reduced competition and has produced anticompetitive
2 effects in these markets, including the LA County Plaintiffs' antitrust injury and
3 damages.

4 365. The AIP Defendants and REV Group Defendants' anticompetitive
5 acquisition scheme had no procompetitive benefit or justification. The
6 anticompetitive effects of their acquisitions outweigh any purported procompetitive
7 justifications.

8 366. As a result of the AIP Defendants and REV Group Defendants'
9 anticompetitive acquisition scheme, and the harm to competition caused by that
10 conduct, the LA County Plaintiffs have suffered substantial injuries to their
11 business and property, and are entitled to recover from the AIP Defendants and
12 REV Group Defendants damages, in an amount to be proven at trial and
13 automatically trebled, as provided by 15 U.S.C. § 15.

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

21 368. The LA County Plaintiffs are also entitled to recover from the AIP
22 Defendants and REV Group Defendants costs of suit, including reasonable
23 attorney fees, as provided by 15 U.S.C. §§ 15 and 26.

24 **CAUSE OF ACTION FIVE**

25 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –*** 26 ***Against the Oshkosh Defendants, by the LA County Plaintiffs***

27 369. Plaintiffs restate, reallege, and incorporate by reference each of the
28 allegations in paragraphs 1 through 333 as though fully set forth herein.

1 370. In 2021, Pierce acquired stock or other share capital providing an
2 ownership interest in Boise Mobile Equipment, Inc., through its acquisition of a
3 25% ownership interest in BME Fire Trucks LLC, a subsidiary of Boise Mobile,
4 and began engaging in concerted activity with the BME Defendants in the
5 Wildland Fire Apparatus and Fire Apparatus markets in the United States. Oshkosh
6 controlled, directed, dictated, and encouraged Pierce's conduct with respect to, and
7 directly and actively participated in, Pierce's acquisition of this ownership interest
8 in the BME Defendants and this combination with the BME Defendants. Through
9 their ownership interest, Pierce and Oshkosh can and do actively influence and
10 direct the BME Defendants.

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

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

25 373. The Oshkosh Defendants possess market power in the Custom
26 Pumper and Fire Apparatus markets in the United States, as demonstrated by, *inter*
27 *alia*, their high market shares, barriers to entry, and ability to charge supra-
28 competitive prices in those relevant markets. The BME Defendants possess market

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

8 374. The Oshkosh Defendants' acquisitions and combinations set forth
9 above were anticompetitive, and they implemented their anticompetitive
10 acquisitions and combinations, and otherwise acted, with the specific intent to
11 monopolize the Custom Pumper, Wildland Fire Apparatus, and Fire Apparatus
12 markets in the United States.

13 375. There is a dangerous probability that the Oshkosh Defendants'
14 anticompetitive acquisitions and combinations have resulted or will result in the
15 achievement of a monopoly in the Custom Pumper, Wildland Fire Apparatus, and
16 Fire Apparatus markets in the United States. The Oshkosh Defendants'
17 anticompetitive acquisitions and combinations have reduced competition and have
18 produced anticompetitive effects in these markets, including the LA County
19 Plaintiffs' antitrust injury and damages.

20 376. The Oshkosh Defendants' anticompetitive acquisitions and
21 combinations had no procompetitive benefit or justification. The anticompetitive
22 effects of their acquisitions and combinations outweigh any purported
23 procompetitive justifications.

24 377. As a result of the Oshkosh Defendants' anticompetitive acquisitions
25 and combinations, and the harm to competition caused by that conduct, the LA
26 County Plaintiffs have suffered substantial injuries to their business and property,
27 and are entitled to recover from the Oshkosh Defendants damages, in an amount to
28 be proven at trial and automatically trebled, as provided by 15 U.S.C. § 15.

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

7 379. The LA County Plaintiffs are also entitled to recover from the
8 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
9 by 15 U.S.C. §§ 15 and 26.

10 **CAUSE OF ACTION SIX**

11 ***Violations of Sherman Act § 2, 15 U.S.C. § 2 – Attempted Monopolization –***
12 ***Against the BME Defendants, by the LA County Plaintiffs***

13 380. Plaintiffs restate, reallege, and incorporate by reference each of the
14 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

25 382. The BME Defendants' sale of an ownership interest in the BME
26 Defendants to Pierce and Oshkosh and their concerted activity with Pierce and
27 Oshkosh in the Wildland Fire Apparatus and Fire Apparatus markets constituted
28 attempted monopolization of the Wildland Fire Apparatus and Fire Apparatus

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

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

14 384. The BME Defendants' sale of an ownership interest to and
15 combination with Pierce and Oshkosh set forth above were anticompetitive, and
16 they engaged in this anticompetitive conduct, and otherwise acted, with the
17 specific intent to monopolize the Wildland Fire Apparatus and Fire Apparatus
18 markets in the United States.

19 385. There is a dangerous probability that the BME Defendants' sale of an
20 ownership interest to and combination with Pierce and Oshkosh have resulted or
21 will result in the achievement of a monopoly in the Wildland Fire Apparatus and
22 Fire Apparatus markets in the United States. This conduct has reduced competition
23 and has produced anticompetitive effects in the Wildland Fire Apparatus and Fire
24 Apparatus markets, including the LA County Plaintiffs' antitrust injury and
25 damages.

26 386. The BME Defendants' sale of an ownership interest to and
27 combination with Pierce and Oshkosh had no procompetitive benefit or
28

1 justification. The anticompetitive effects of this conduct outweigh any purported
2 procompetitive justifications.

3 387. As a result of the BME Defendants' sale of an ownership interest to
4 and combination with Pierce and Oshkosh, and the harm to competition caused by
5 that conduct, the LA County Plaintiffs have suffered substantial injuries to their
6 business and property, and are entitled to recover from the BME Defendants
7 damages, in an amount to be proven at trial and automatically trebled, as provided
8 by 15 U.S.C. § 15.

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

15 389. The LA County Plaintiffs are also entitled to recover from the BME
16 Defendants costs of suit, including reasonable attorney fees, as provided by 15
17 U.S.C. §§ 15 and 26.

18 CAUSE OF ACTION SEVEN

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

22 390. Plaintiffs restate, reallege, and incorporate by reference each of the
23 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

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

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

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

17 395. As a result of Pierce, Oshkosh, and the BME Defendants'
18 combination, and the harm to competition caused by that conduct, the LA County
19 Plaintiffs have suffered substantial injuries to their business and property, and are
20 entitled to recover from Pierce, Oshkosh, and the BME Defendants damages, in an
21 amount to be proven at trial and automatically trebled, as provided by 15 U.S.C.
22 § 15.

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

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

4 **CAUSE OF ACTION EIGHT**

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

7 398. Plaintiffs restate, reallege, and incorporate by reference each of the
8 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

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

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

3 402. The conspiracy reduced competition and has produced
4 anticompetitive effects in the Wildland Fire Apparatus and Fire Apparatus markets
5 in the United States, including the LA County Plaintiffs' antitrust injury and
6 damages.

7 403. As a result of the conspiracy, and the harm to competition caused by
8 the conspiracy, the LA County Plaintiffs have suffered substantial injuries to their
9 business and property, and are entitled to recover from Pierce, Oshkosh, and the
10 BME Defendants damages, in an amount to be proven at trial and automatically
11 trebled, as provided by 15 U.S.C. § 15.

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

18 405. The LA County Plaintiffs are also entitled to recover from Pierce,
19 Oshkosh, and the BME Defendants costs of suit, including reasonable attorney
20 fees, as provided by 15 U.S.C. §§ 15 and 26.

21 CAUSE OF ACTION NINE

22 *Violations of California Cartwright Act, Cal. Bus. & Prof. Code § 16720 et seq. –* 23 *Unlawful Trust – Against Pierce, Oshkosh, and the BME Defendants, by* 24 *the LA County Plaintiffs*

25 406. Plaintiffs restate, reallege, and incorporate by reference each of the
26 allegations in paragraphs 1 through 333 as though fully set forth herein.

27 407. In 2021, Pierce acquired an ownership interest in Boise Mobile
28 Equipment, Inc., through its acquisition of a 25% stock or other share capital

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

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

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

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

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

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

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

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

25 413. Pierce, Oshkosh, and the BME Defendants' combination, and the
26 harm to competition caused by that conduct, were a substantial factor in the LA
27 County Plaintiffs' suffering of substantial injuries to their business and property.
28 The LA County Plaintiffs are entitled to recover from Pierce, Oshkosh, and the

1 BME Defendants damages, in an amount to be proven at trial and automatically
 2 trebled, as provided by Cal. Bus. & Prof. Code § 16750, as well as the interest on
 3 the total damages pursuant to Cal. Bus. & Prof. Code § 16761.

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

11 415. The LA County Plaintiffs are also entitled to recover from the Pierce,
 12 Oshkosh, and the BME Defendants costs of suit, including reasonable attorney
 13 fees, as provided by Cal. Bus. & Prof. Code § 16750.

14 CAUSE OF ACTION TEN

15 *Violations of Sherman Act § 2, 15 U.S.C. § 2 – Conspiracy to Monopolize –* 16 *Against the Oshkosh Defendants, by the LA County Plaintiffs*

17 416. Plaintiffs restate, reallege, and incorporate by reference each of the
 18 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

1 dealers/suppliers to obtain or maintain the Oshkosh Defendants' monopoly power
2 in markets for replacement parts for Maxi-Métal Fire Apparatuses.

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

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

22 420. The conspiracy reduced competition and has harmed competition in
23 relevant markets for replacement parts for Pierce Fire Apparatuses in the United
24 States, and has produced significant anticompetitive effects, leading to the LA
25 County Plaintiffs' antitrust injury and damages.

26 421. As a result of the conspiracy, and the harm to competition caused by
27 the conspiracy, the LA County Plaintiffs have suffered substantial injuries to their
28 business and property, and are entitled to recover from Oshkosh and Pierce

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

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

9 423. The LA County Plaintiffs are also entitled to recover from the
10 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
11 by 15 U.S.C. §§ 15 and 26.

12 CAUSE OF ACTION ELEVEN

13 *Violations of Clayton Act § 3, 15 U.S.C. § 14 – Exclusive Dealing – Against* 14 *Oshkosh Defendants, by the LA County Plaintiffs*

15 424. Plaintiffs restate, reallege, and incorporate by reference each of the
16 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

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

17 427. As a result of Pierce's agreements and understandings in violation of
18 Clayton Act Section 3, 15 U.S.C. § 14, and the harm to competition caused
19 thereby, the LA County Plaintiffs have suffered substantial injuries to their
20 business and property, and are entitled to recover from Oshkosh and Pierce
21 damages, in an amount to be proven at trial and automatically trebled, as provided
22 by 15 U.S.C. § 15.

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

1 429. The LA County Plaintiffs are also entitled to recover from the
2 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
3 by 15 U.S.C. §§ 15 and 26.

4 **CAUSE OF ACTION TWELVE**

5 ***Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16727 – Exclusive***
6 ***Dealing – Against Oshkosh Defendants, by the LA County Plaintiffs***

7 430. Plaintiffs restate, reallege, and incorporate by reference each of the
8 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

23 432. Pierce has a dominant position in relevant markets for replacement
24 parts for Pierce Fire Apparatuses in the United States. With respect to the relevant
25 U.S. market for each replacement part for Pierce Fire Apparatuses that Pierce sells
26 and contracts to sell on the condition, agreement, or understanding that the
27 replacement parts dealer/supplier will not use or deal in a competing replacement
28 part, a substantial volume of commerce has been affected, competitors of Pierce

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

5 433. Pierce's conditions, agreements, and understandings in violation of the
6 California Cartwright Act, Cal. Bus. & Prof. Code § 16727, and the harm to
7 competition caused by that conduct, were a substantial factor in the LA County
8 Plaintiffs' suffering of substantial injuries to their business and property. The LA
9 County Plaintiffs are entitled to recover from Oshkosh and Pierce damages, in an
10 amount to be proven at trial and automatically trebled, as provided by Cal. Bus. &
11 Prof. Code § 16750, as well as the interest on the total damages pursuant to Cal.
12 Bus. & Prof. Code § 16761.

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

19 435. The LA County Plaintiffs are also entitled to recover from the
20 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
21 by Cal. Bus. & Prof. Code § 16750.

22 CAUSE OF ACTION THIRTEEN

23 *Violations of Cartwright Act, Cal. Bus. & Prof. Code § 16720, et seq. – Exclusive* 24 *Dealing – Against Oshkosh Defendants, by the LA County Plaintiffs*

25 436. Plaintiffs restate, reallege, and incorporate by reference each of the
26 allegations in paragraphs 1 through 333 as though fully set forth herein.

27 437. Pierce has sold and contracted to sell, and fixed the price charged for,
28 replacement parts for use in Pierce Fire Apparatuses in the United States, including

1 California, on the agreement and understanding from Pierce-authorized
2 replacement parts dealers/suppliers that they will not use or deal in replacement
3 parts for Pierce Fire Apparatuses of competitors of Pierce. Oshkosh has controlled,
4 directed, dictated, and encouraged these agreements and understandings between
5 Pierce and Pierce-authorized replacement parts dealers/suppliers, and directly and
6 actively participated in those agreements and understandings. There is a reasonable
7 probability that the Oshkosh Defendants, including Maxi-Métal, have entered or
8 will enter into agreements or mutual understandings with Pierce- and Maxi-Métal-
9 authorized replacement parts dealers/suppliers to obtain or maintain the Oshkosh
10 Defendants' dominance in markets for replacement parts for Maxi-Métal Fire
11 Apparatuses.

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

27 439. Pierce's agreements and understandings with its authorized
28 replacement parts dealers/suppliers are unreasonable restraints of trade. Pierce has

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

11 440. Pierce's agreements and understandings with its authorized
12 replacement parts dealers/suppliers were a substantial factor in the LA County
13 Plaintiffs' suffering of substantial injuries to their business and property. The LA
14 County Plaintiffs are entitled to recover from Oshkosh and Pierce damages, in an
15 amount to be proven at trial and automatically trebled, as provided by Cal. Bus. &
16 Prof. Code § 16750, as well as the interest on the total damages pursuant to Cal.
17 Bus. & Prof. Code § 16761.

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

24 442. The LA County Plaintiffs are also entitled to recover from the
25 Oshkosh Defendants costs of suit, including reasonable attorney fees, as provided
26 by Cal. Bus. & Prof. Code § 16750.

1 **CAUSE OF ACTION FOURTEEN**

2 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***
3 ***§ 17200, Against AIP Defendants and REV Group Defendants, by the LA County***
4 ***Plaintiffs and the People of the State of California***

5 443. Plaintiffs restate, reallege, and incorporate by reference each of the
6 allegations in paragraphs 1 through 333 as though fully set forth herein.

7 444. Unlawful prong: The AIP Defendants and REV Group Defendants
8 have engaged, and continue to engage, in the acts or practices described herein,
9 which taken individually or collectively are unlawful and constitute unfair
10 competition within the meaning of Section 17200 of the California Business and
11 Professions Code. The AIP Defendants and REV Group Defendants have violated
12 Clayton Act Section 7, 15 U.S.C. § 18, and Sherman Act Section 2, 15 U.S.C. § 2.

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

18 446. Under California Business and Professions Code Section 17200, *et*
19 *seq.*, the LA County Plaintiffs and the People of the State of California seek
20 injunctive and other equitable relief to require the AIP Defendants and REV Group
21 Defendants to cease their anticompetitive conduct and to restore fair competition,
22 to deny the AIP Defendants and REV Group Defendants the fruits of their illegal
23 conduct, specifically, through restitution, and to impose such other relief as may be
24 just and appropriate for the AIP Defendants and REV Group Defendants' violations
25 of the California Unfair Competition Law.

26 447. The People of the State of California also seek a civil penalty of two
27 thousand five hundred dollars (\$2,500) against the AIP Defendants and REV
28

1 Group Defendants for each violation of Business and Professions Code Section
2 17200.

3 CAUSE OF ACTION FIFTEEN

4 *Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code* 5 *§ 17200, Against Oshkosh Defendants, by the LA County Plaintiffs and the* 6 *People of the State of California*

7 448. Plaintiffs restate, reallege, and incorporate by reference each of the
8 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

21 451. Under California Business and Professions Code Section 17200, *et*
22 *seq.*, the LA County Plaintiffs and the People of the State of California seek
23 injunctive and other equitable relief to require the Oshkosh Defendants to cease
24 their anticompetitive conduct and to restore fair competition, to deny the Oshkosh
25 Defendants the fruits of their illegal conduct, specifically, through restitution, and
26 to impose such other relief as may be just and appropriate for the Oshkosh
27 Defendants' violations of the California Unfair Competition Law.

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

4 **CAUSE OF ACTION SIXTEEN**

5 ***Violations of California Unfair Competition Law, Cal. Bus. & Prof. Code***
6 ***§ 17200, Against BME Defendants, by the LA County Plaintiffs and the People***
7 ***of the State of California***

8 453. Plaintiffs restate, reallege, and incorporate by reference each of the
9 allegations in paragraphs 1 through 333 as though fully set forth herein.

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

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

22 456. Under California Business and Professions Code Section 17200, *et*
23 *seq.*, the LA County Plaintiffs and the People of the State of California seek
24 injunctive and other equitable relief to require the BME Defendants to cease their
25 anticompetitive conduct and to restore fair competition, to deny the BME
26 Defendants the fruits of their illegal conduct, specifically, through restitution, and
27 to impose such other relief as may be just and appropriate for the BME
28 Defendants' violations of the California Unfair Competition Law.

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

4 **REQUEST FOR RELIEF**

5 Wherefore, Plaintiffs respectfully request that the Court enter judgment in
6 their favor and against Defendants, and:

- 7 a. Declare that Defendants have variously engaged in unlawful,
8 anticompetitive, and unfair business acts and practices in violation of
9 Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18; Sherman Act
10 Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California Carwright Act,
11 Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and the California
12 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*;
- 13 b. Enjoin Defendants from performing or proposing to perform any acts
14 in violation of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18;
15 Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2; the California
16 Carwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*; and
17 the California Unfair Competition Law, Cal. Bus. & Prof. Code
18 § 17200, *et seq.*, pursuant to 15 U.S.C. § 26, and Cal. Bus. & Prof.
19 Code §§ 16750, 16754.5, and 17203;
- 20 c. Order such divestitures as are necessary or proper to restore distinct,
21 separate, independent, and viable businesses; to restore competition;
22 and to prevent and mitigate further harm to competition in the relevant
23 markets;
- 24 d. Order Defendants to pay restitution of any money acquired by
25 Defendants' unlawful, anticompetitive, and unfair business practices,
26 pursuant to Cal. Bus. & Prof. Code § 17203;
- 27 e. Order Defendants to pay civil penalties for each act of unfair and
28 unlawful competition, pursuant to Cal. Bus. & Prof. Code § 17206;

- f. Order Defendants to pay money damages—automatically trebled—to the LA County Plaintiffs for injuries to its business or property by reason of Defendants’ violations of Clayton Act Sections 3 and 7, 15 U.S.C. §§ 14 & 18 and Sherman Act Sections 1 and 2, 15 U.S.C. §§ 1 & 2, pursuant to 15 U.S.C. § 15; and pursuant to Cal. Bus. & Prof. Code § 16750, money damages—automatically trebled—to the LA County Plaintiffs for injuries to their business or property by reason of Defendants’ violations of the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, 16727, *et seq.*;
- g. Order Defendants to pay the LA County Plaintiffs pre- and post-judgment interest, pursuant to 15 U.S.C. § 15 and Cal. Bus. & Prof. Code § 16761;
- h. Order Defendants to pay the cost of suit, including attorney fees, pursuant to 15 U.S.C. §§ 15 and 26, Cal. Bus. & Prof. Code § 16750, Cal. Code of Civ. Proc. § 1021.5, and the Court’s inherent authority.
- i. Provide such further and additional relief as the Court deems proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), the LA County Plaintiffs demand a trial by jury on all claims in this Complaint so triable.

Dated February 12, 2026

Respectfully Submitted,

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