

SPECIAL CALL

AGENDA
BOARD OF CITY COMMISSIONERS
MARCH 2, 2026 AT 4:30 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consideration of entering into executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
2. Consideration of a resolution to sign and approve the Legal Services Agreement retaining Fulmer Sill for the purpose of pursuing certain legal claims against manufacturers, distributors, and potentially other third parties regarding exponential increases in firefighting equipment costs and wait times, causing harm to the City of Shawnee and its citizens.
3. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)

RESOLUTION NO. _____

A RESOLUTION TO PROVIDE OR RETENTION OF ATTORNEYS IN FIREFIGHTING EQUIPMENT ANTITRUST LITIGATION.

WHEREAS, Firefighting equipment cost and wait time increases have harmed The City of Shawnee and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of firefighting equipment manufacturers, distributors, and potentially other third parties.

WHEREAS, there is a substantial need for legal services to pursue the City of Shawnee's claims against firefighting equipment manufacturers, distributors, and potentially other third parties.

WHEREAS, The City of Shawnee selects the legal team of Fulmer Sill and Stuart Clover to serve as counsel to prosecute this matter working under The City of Shawnee's oversight and approval and any designees thereof.

WHEREAS, all fees to be paid to counsel are contingent upon the recovery of penalties, damages, attorney's fees, and costs. Fees shall be paid only from such recovery and no money shall be due or paid from the City of Shawnee's general fund or any special fund.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that The City of Shawnee hereby authorizes the filing of a civil suit against firefighting equipment manufacturers, distributors, and potentially other third parties for penalties, damages, injunctive relief, and any other remedy available by law. Such legal action is essential to protecting the interests of The City of Shawnee and its citizens.

The City of Shawnee adopted the above Resolution on 2nd day of March, 2026.

The City of Shawnee:
(District)

Eric Stephens, Mayor

ATTEST:

Lisa Lasyone, MMC, City Clerk
(District)

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, is made the ____ day of February 2026, between the city of Shawnee (the “District”), and Fulmer Sill and Stuart Clover (collectively, the “Attorneys”).

WHEREAS, the District believes that it has a cause of action against certain Manufacturers of firefighting equipment and others (collectively, the “Defendants”) for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of firefighting equipment (the “Claims”).

WHEREAS, the District represents that they are the owner of the Claims and have not assigned, modified, settled or received payment for the Claims, or entered into any prior fee agreement with any other attorney(s) with respect to the Claims.

NOW, THEREFORE, IT IS AGREED between the District and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the District obtains a recovery on its Claim, the District agrees to pay Attorneys the following attorneys’ fees for the risks of prosecuting this case on a contingency fee basis (the “Contingency Fee”):

- a. If the case is settled prior to empanelment of a jury, a sum equal to twenty-five percent (25%) of the Recovery; and
- b. If the case is settled after empanelment of a jury, or a judgment in favor of the District is obtained, a sum equal to thirty-percent (30%) of the Recovery.

In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement and increased by any court awarded attorneys’ fees as defined by Paragraph 3.

2. **Recovery.** The term “Recovery” as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.

3. **Court-Awarded Attorneys’ Fees.** If the District recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The District understands that if they do not prevail on certain claims that may be asserted against the defendants, there is potential for the Court to award attorneys’ fees and costs in favor of Defendants. The District understands and agrees that any such award in favor of Defendants will be against the District, and the District will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys’ fees awarded in favor of Defendants.

4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses,

computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection therewith, shall initially be paid for by the Attorneys. The law firms will use reasonable professional judgment as to the necessity for the number of attorneys at formal settlement conference, pretrial conference or trial. Costs may include case specific expenses and the District's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the District's Claims for the benefit of the District that may also arise for other similarly situated municipalities, counties, and other parties involved in the firefighting equipment antitrust litigation. If it is determined that the District must pay an assessment to the MDL proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the District receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, the District will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the District's Claims.

5. **Assignment of Portion of Claim.** District hereby transfers and assigns to Attorneys an undivided interest in District's claims. The undivided interest hereby assigned to Attorneys by District is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that District, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the District, provided, however, if the District neglects to accept the Attorneys' advice on whether to accept any settlement offer, the District agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the District receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the District; that they will promptly communicate to the District any offers of compromise; and that, in the event of a judgment unfavorable to the District, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of District's Claims at any time with written notice.

9. **No Guarantee.** The District acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claims, nor any guarantee regarding the Recovery or the type of relief, if any, which the District may obtain therefrom. Further, the District acknowledges that the Attorneys do not warrant or represent the validity of the Claims, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The District understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the “matrix” is determined, the District is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system. Defendants may also try to settle all or a portion of our clients’ cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys are handling. The allocated amount the District will receive under any group settlement will be communicated to the District and the District may approve or reject participation in the group settlement. The District agrees to the above settlement procedures. The District also agrees that Attorneys may retain or work with other attorneys, consultants and/or experts; however, such will not increase the attorneys’ fees paid by the District.

11. **Referral Representation.** The District’s case may be referred to another law firm with which our firm has selected to assist us in handling this matter. If so, this will not affect the amount of attorneys’ fees or expense that will be deducted from your recovery, if any. Our firm will assume joint responsibility for your representation, and the division of attorneys’ fees, between our firm, and the referring attorney(s) will be based upon that joint representation. It shall be the privilege of Attorneys, and/or its referred attorneys, to associate other attorneys, but in such event, the fee of such associate attorneys shall be paid by the Attorneys herein employed.

12. **Attorneys’ Rights.** Attorneys are hereby authorized to bring suit when and in any matter they deem advisable; however, the consent of the above-named District must be secured before any final settlement is made. Further, the District empowers Attorneys to take all steps in said matter deemed by Attorneys to be advisable, including but not limited to effectuating a compromise, institute legal proceedings and to take any other appropriate steps.

13. **Power of Attorney.** The District hereby gives Attorneys, the District’s power of attorney to execute all documents connected with the claim for the prosecution of which the Attorneys are retained, including but not limited to pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals, and orders and all other documents which the District could properly execute.

14. **Conflict Waiver.** The District recognizes that Fulmer Sill is a multiservice law firm that practices in multiple areas, some that deal with municipal law. The District agrees that it will not use the Attorneys’ representation of the District or this Agreement to assert a conflict of interest against Fulmer Sill or members of such law firm, and hereby waives any current or potential conflict of interest that may occur in the future; provided that this waiver shall not prevent the District from objecting to a conflict with respect to Attorneys’ representation of any defendant which the District asserts claims against in the firefighting equipment antitrust litigation. The District also acknowledges that Attorneys’ representation of clients in matters adverse to the District will not: (i) adversely affect the relationship between Attorneys and the District relating to Attorneys’ representation of the District in the firefighting equipment antitrust litigation contemplated by this Agreement; or (ii) material limit Attorneys’ representation in such matters.

15. **Preservation of Records.** The District acknowledges, understands and is hereby notified to preserve any and all physical documents and/or electronically stored information, copies and backup, which in any may be relevant evidence to the litigation that is the subject matter of this Agreement. The District must take all reasonable steps to preserve this information until this litigation is fully and finally resolved. Failure to take the necessary steps to preserve the information may result in serious sanctions, penalties, or other actions taken by a court under the rules of civil procedure. The District also acknowledges and understands it must notify all pertinent individuals and take the necessary steps to comply with the duty to preserve evidence to the litigation that is the subject matter of this Agreement.

16. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. **Amendments and Modifications.** The District and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

18. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEY(S):

The City of Shawnee,

THE DISTRICT:

Fulmer Sill

By: Matt Sill, Attorney

By:

Stuart Clover

By: Joe Vorndran, Attorney



Firefighting Equipment Antitrust Class Action

Over the past decade, firefighting equipment costs have grown exponentially, leading to troublesome outcomes for public safety. Prices in the mid 2010's ran from \$300,000 to \$500,000 for a pumper truck and \$750,000 to \$900,000 for a ladder truck. This figure has risen exponentially to over \$1 million for a pumper truck and \$2 million for a ladder truck, effectively doubling the price within a short period of time. These increases cannot be explained by inflation alone, as the cost of a pumper truck would have risen to approximately \$680,000 by 2025, and ladder trucks would rise to approximately \$1.2 million. This creates an environment in which municipalities are paying approximately 47% to 66% higher prices in 2025 than would be expected with inflation alone.

Accompanying this exponential jump in pricing for fire equipment is a substantial increase in production wait times. With all major production companies bolstering large backlogs, the time that it has taken to obtain a fire truck has risen from less than 1 year to between 2 - 4.5 years today. These two factors combined are causing major issues for municipalities around the country. While the National Fire Protection Association recommends that vehicles should be retired from service at the 20-year mark, fire trucks that have exceeded their service life by up to 15 years are still in use by many fire departments, which poses a risk to both firefighter and public safety. These trucks break down more frequently and often leave departments underequipped to deal with emergency situations. For example, the Los Angeles fires in 2025, which led to major evacuations, property damage, and over 20 civilian deaths, were fought while more than 100 of the Los Angeles Fire Department's 183 fire trucks were out of service.

The stark increase in fire equipment pricing and production wait times are due to a rollup of independent production companies by the largest three fire equipment manufacturers in the United States – REV Group, Oshkosh, and Rosenbauer. Of the near \$3 billion in annual fire truck sales in the United States, Rev Group captures approximately \$1 billion, Oshkosh captures approximately \$750 million, and Rosenbauer captures near \$307 million. These three manufacturers together comprise nearly 70% of the total fire equipment market.

In the post war era of the 1950's, the fire truck manufacturing market was dominated by many small manufacturers. This held steady until the stock market crash in 2008, in which many of these small producers were unable to survive. At this point in time, a private equity firm named American Industrial Partners (AIP) began to show interest in the market and acquired one production company, Federal Signal/E-ONE. In the following years, AIP continued to absorb small manufacturing companies. These companies were combined under one large production corporation, REV Group, which comprises nearly 40% of all fire equipment sales in the United States today. Initially, REV Group allowed its subsidiaries to act as independent manufacturers, but by 2021, they began to encourage their subsidiaries to “converge on common designs that can be shared across brands”, effectively merging all companies into one large operation. In



response to the industry rollup by AIP, both Oshkosh and Rosenbauer also began to purchase smaller manufacturing companies.

The firefighting equipment production market has extremely high barriers to entry due to the large capital costs required to participate. This fact in addition to the mass rollup by REV Group, Oshkosh, and Rosenbauer has led to an oligopoly that makes it almost impossible for independent companies to survive in this setting. While this type of market already reduces natural competition, the utilization of the Fire Apparatus Manufacturers Association (FAMA) increases the anti-competitive nature of the market. FAMA is a member – only organization in which fire equipment manufacturers submit sensitive, non-public data. This type of information would not be provided to competitors in a normal market setting, and it is utilized to coordinate price increases and suppress production. FAMA encourages their members to participate in this price fixing scheme and has even denied membership to organizations that will not provide their price sensitive information across the platform.

In addition to the already stark increase in equipment pricing, these companies have also introduced the concept of floating prices. While municipalities may order equipment for a set price, these companies have now added a clause to their contracts in which they are able to increase the final price of equipment after it has already gone into production. This is blamed on the inability to project material costs with long production windows, but it creates a situation in which municipalities are forced to stretch their budgets for unseen costs. Executives from REV Group have commented that despite all these factors, they are not concerned about demand for their products. In fact, they claimed that the backlogs created increased value for their shareholders. With nowhere else to turn amid this price fixing scheme, municipalities are forced to accept the overstated costs.

While there is currently not an established MDL for this class action, over 15 cases were filed against the defendants REV Group, Oshkosh, and Rosenbauer in 2025. The rollup of equipment manufacturers combined with the anti-competitive price collaboration in FAMA leads to an alleged violation of Section 1 of the Sherman Act on the counts of conspiracy to restrain production and conspiracy to exchange competitive information. The class, typically stated as any municipality that purchased fire equipment from one of the manufacturing defendants after 2016, is entitled to compensation in response to the unlawful actions taken by the defendants.

A photograph of a red brick fire station building with a fire truck parked in front. The building has a sign that reads "FULMER SILL FIRE DEPARTMENT". The text "FULMER SILL" is in large blue letters, and "FIRE DEPARTMENT" is in smaller white letters on a grey background. The fire truck is white with red accents and has "FULMER SILL" written on its side. The scene is set in a city street with other buildings and a sidewalk visible in the background.

FULMER SILL FIRE DEPARTMENT

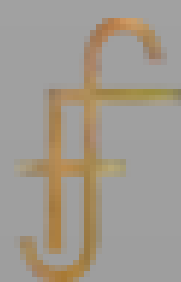
EVERYTHING YOU
NEED TO KNOW
ABOUT THE
RISING COSTS
AND WAIT TIMES
FOR FIRE
EQUIPMENT



Over the past decade, firefighting equipment costs and wait times have risen exponentially.

Prices in the mid 2010's ran from \$300,000 to \$500,000 for a pumper truck and \$750,000 to \$900,000 for a ladder truck. Today, it costs over \$1 million for a pumper truck and \$2 million for a ladder truck, effectively doubling the price within a short period of time. These cost increases cannot be explained by inflation alone.

Accompanying the increase in equipment prices is a substantial increase in production wait times. With all major production companies bolstering large backlogs, the time that it has taken to obtain a fire truck has risen from less than 1 year to between 2 - 4.5 years today.



Equipment Market Rollup

In 2016, a private equity firm called American Industrial Partners began purchasing small fire equipment manufacturing companies. These companies were combined under the name REV Group. In response,

Oshkosh and Rosenbauer also began to acquire small independent firms. Now, these three companies account for nearly 70% of the firefighting equipment market.

Fire Apparatus Manufacturer's Association

The Fire Apparatus Manufacturer's Association (FAMA) is a member - only organization in which fire equipment manufacturer's submit sensitive, non-public data.

REV Group, Oshkosh, and Rosenbauer are all members of FAMA and exchange price sensitive information that would not normally be shared between competitors.

Controlling nearly 70% of the market, REV Group, Oshkosh, and Rosenbauer use this exchange of information to coordinate price increases and suppress production.



While increasing prices and wait times would lead to a reduction in demand in a normal market, industry executives have stated that backlogs are actually increasing value to their shareholders.

The collaboration between the three leading manufacturing companies leaves municipalities with few alternatives, forcing fire departments to either accept overinflated pricing and extended wait times, or continue utilizing equipment that has exceeded its service life.

This situation can endanger both firefighter and public safety. We believe that these equipment manufacturers are in violation of Section I of the Sherman Act and owe compensation to the affected municipalities.



FULMER SILL

IF YOU HAVE PURCHASED ANY FIREFIGHTING EQUIPMENT FROM REV GROUP, OSHKOSH, OR ROSENBAUER FROM 2016 - NOW, YOU MAY BE ENTITLED TO COMPENSATION.

SCAN HERE TO CONTACT THE FULMER SILL TEAM FOR MORE INFORMATION.





Everything You Need to Know

About the Rising Costs and Wait Times for Fire Equipment



 FULMER SILL

How market consolidation may be
harming municipalities and public
safety

Contact

 www.fulmersill.com

 admin@fulmersill.com

 405-510-0077

 FULMER SILL

Advocating for Communities.

Holding Corporations
Accountable



● Market Consolidation

Beginning in 2016, major industry changes reshaped the firefighting equipment market:

- A private equity firm formed REV Group by acquiring smaller manufacturers
- Oshkosh and Rosenbauer followed similar acquisition strategies
- Today, these three companies control nearly 70% of the market
- This consolidation significantly reduced competition and consumer choice for municipalities.



● Fire Apparatus Manufacturer's Association (FAMA)

All three dominant manufacturers are members of the Fire Apparatus Manufacturer's Association (FAMA)—a members-only organization where:

- Manufacturers submit sensitive, non-public data
- Competitors exchange price-sensitive information
- Information is shared that would not typically be available in a competitive market

This coordination has allegedly allowed manufacturers to raise prices and suppress production.

● Who pays the price?

Because of limited alternatives, municipalities are often forced to choose between:

- Paying overinflated prices
- Accepting extended wait times
- Continuing to use outdated or unsafe equipment

In a normal market, rising prices would reduce demand. Instead, industry executives have acknowledged that growing backlogs are increasing shareholder value—while communities bear the risk.

● You may be entitled to compensation

We believe these practices violate Section I of the Sherman Antitrust Act.

If your municipality has purchased firefighting equipment from:

- REV Group
- Oshkosh
- Rosenbauer

Between 2016 and the present, you may be entitled to compensation.

Contact Fulmer Sill to learn more today



scan me

● Fire Equipment Costs Have Skyrocketed

Over the past decade, the cost of firefighting equipment has increased at an alarming rate far beyond what inflation alone can explain.

- Mid-2010s Pricing
 - Pumper trucks: \$300,000–\$500,000
 - Ladder trucks: \$750,000–\$900,000
- Today's Pricing
 - Pumper trucks: Over \$1 million
 - Ladder trucks: Over \$2 million

At the same time, production delays have grown dramatically, creating serious challenges for fire departments nationwide

● Extended Wait Times

- Longer Delays, Greater Risk
- As prices increased, so did wait times.
- Fire truck delivery timelines have grown from less than one year
 - to 2–4.5 years
- Manufacturers report significant production backlogs
- Departments are forced to keep aging equipment in service longer than intended
- These delays can compromise both firefighter safety and emergency response capabilities.