

# CITY COUNCIL REPORT



Meeting Date: June 23, 2026  
General Plan Element: *Provide for the orderly administration of City affairs*  
General Plan Goal: *Fiscal Management*

## ACTION

### Adopt Resolution No. 13715 to authorize:

- a) **The City of Scottsdale's participation in the Fire Apparatus Antitrust Multi-District Litigation (MDL), the retention of legal representation for the same, and the filing of a complaint and any other counterclaims, filings and appeals as necessary to protect the City's interests.**
- b) **The City Attorney, or his designee, if determined to be warranted and in the City's best interest, to take and direct any such actions as necessary to assert the City's claims in the above litigation, including entering into a professional legal services contract for purposes of representing the City.**

## BACKGROUND

In the last four to five years, the prices for fire apparatus (*i.e.*, firetrucks or fire engines) have greatly increased, and delivery timelines are now approaching three to four years or longer. After a months-long investigation, Los Angeles County—represented by the law firms Simonsen Sussman LLP, an antitrust litigation firm founded by former senior antitrust enforcement directors from the Federal Trade Commission, and Baron & Budd, P.C., one of the largest mass tort firms representing public entities in the nation—filed an antitrust lawsuit against certain fire apparatus manufacturers and their private equity backers focused on alleged unlawful and anticompetitive consolidation of the fire apparatus manufacturing industry. It is alleged that through a series of acquisitions, these apparatus manufacturers bought their way to market power, enabling them to raise prices, reduce output, and extend delivery times, with cities, counties, and fire departments across the country have no recourse.

These law firms have filed 19 actions to date on behalf of cities and counties across the country, from California to Pennsylvania, Oregon, Connecticut, Virginia, Utah, New York, Wisconsin, and Arizona. These actions have been consolidated into the Fire Apparatus Antitrust MDL based out of the U.S. District Court for the Eastern District of Wisconsin (*In Re: Fire Apparatus Antitrust Litigation*, U.S. District Court for the Eastern District of Wisconsin, Case No. 26-MD-3179). The complaints allege violations of Clayton Act Section 7 (15 U.S.C. § 18), Sherman Act Section 2 (15 U.S.C. § 2), and analogous state and other applicable federal laws. They seek damages, automatically trebled, as well as the breakup of the consolidated companies in the form of divestitures. Resolution No. 13715 authorizes the City's participation as a plaintiff in the Fire Apparatus Antitrust MDL, entering into a legal services contract for the same, and the City Attorney or designee taking certain actions furthering the Resolution, including filing a complaint

in the District of Arizona, which will be transferred into the MDL for coordinated pretrial proceedings with the existing actions. It also authorizes the filing of any counterclaims, filings and appeals as may become necessary to protect the City's interests.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

Staff from the City Attorney's Office have reviewed the legal issues involved in the proposed litigation, outside representation, and any potential related expenses.

### **Policy Implications**

The policy of the City Attorney's Office is to handle litigation in-house except when (a) specialized expertise not available in the office is required, (b) the office is precluded from providing representation either because there is a conflict of interest or there is some other reason why it would be detrimental to the City for the case to be retained by the office, (c) sharing the cost of counsel with other parties would be beneficial to the City, or (d) resources beyond those available to the office are required. Pursuant to this policy, outside counsel with specialized antitrust and mass tort expertise and resources is recommended for this matter.

## **RESOURCE IMPACTS**

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### **Available funding**

The representation in the Fire Apparatus Antitrust MDL is being retained on a contingency basis for fees and costs. For that reason, there should not be any impact on available funding, but instead, potential for the City to recover funds.

### **Future Budget Implications**

The retention of legal representation on a contingency basis for fees and costs does not have any negative implications for the budget but does create an opportunity for the City to recover funds. The total amount of recovery the City will be able to collect is unknown at this point, as it will be established in further litigation and negotiation.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution No. 13715.

**Proposed Next Steps**

If the Resolution is adopted, the law firms of Simonsen Sussman LLP; Baron & Budd, P.C.; and Law Office of Joseph C. Tann, PLLC, will be retained to provide legal analysis, recommendations and other related services, including filing a complaint to initiate the City's claims in the Fire Apparatus Antitrust MDL.

**RESPONSIBLE DEPARTMENT(S)**

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City Attorney's Office

**STAFF CONTACTS (S)**

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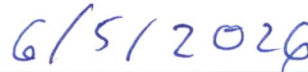
Luis E. Santaella, City Attorney, [lsantaella@scottsdaleaz.gov](mailto:lsantaella@scottsdaleaz.gov)

**APPROVED BY**

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Luis E. Santaella, City Attorney  
(480) 312-2405  
[lsantaella@scottsdaleaz.gov](mailto:lsantaella@scottsdaleaz.gov)



Date

**ATTACHMENTS**

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1. Resolution No. 13715
2. Professional Services Agreement with Baron & Budd, P.C., Simonsen Sussman, LLP and Law Office of Joseph C. Tann

**RESOLUTION NO. 13715**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE CITY OF SCOTTSDALE'S PARTICIPATION IN THE FIRE APPARATUS ANTITRUST MULTI-DISTRICT LITIGATION, THE RETENTION OF LEGAL REPRESENTATION FOR THE SAME, AND THE FILING OF A COMPLAINT AND ANY OTHER COUNTERCLAIMS, FILINGS, AND APPEALS AS NECESSARY TO PROTECT THE CITY'S INTERESTS.

WHEREAS; consolidation and other allegedly anticompetitive and unlawful conduct in the fire apparatus manufacturing industry appears to have enabled certain manufacturers, some backed by private equity, to obtain market dominance and use that dominance to overcharge cities and counties for firetrucks, restrict output, and impose unprecedented delays on the delivery of these critical, lifesaving apparatuses; and,

WHEREAS, the City of Scottsdale has felt the effects of this consolidation in the form of higher prices, delivery delays, and other worsening terms; and,

WHEREAS, the City wishes to pursue legal action for claims related to damages, compensation, and other relief against certain manufacturers of fire apparatuses and their private equity backers, and specifically to file a complaint in the U.S. District Court for the District of Arizona, alleging violations of federal and Arizona state antitrust laws, which the City anticipates will be consolidated into the Fire Apparatus Antitrust Multi-District Litigation currently known as *In Re: Fire Apparatus Antitrust Litigation*, U.S. District Court for the Eastern District of Wisconsin, Case No. 26-md-3179; and,

WHEREAS, the City Council desires to establish its intent and authorization approving of all the aforementioned; and,

WHEREAS, this Resolution and its actions are for the benefit of persons living, working, and, or visiting in the City of Scottsdale;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes and directs the City Attorney or his designee to enter into a professional legal services contract for purposes of representing the City in the litigation with any and/or all of the following firms: Simonsen Sussman LLP; Baron & Budd, P.C.; and Law Office of Joseph C. Tann, PLLC.

Section 2. The City Council hereby authorizes and directs the City Attorney, or his designee, to commence and pursue such legal actions as may be appropriate in order to pursue remedies available to the City of Scottsdale resulting from the activities set forth above and to execute other documents and take such other actions as necessary to carry out the intent of this Resolution, including the City's filing of a Complaint against certain fire apparatus manufacturers and their private equity backers, for damages and other monetary and non-monetary relief, under federal and Arizona state law, and to file any other counterclaims, filings, and appeals as necessary to protect the City's interests.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Maricopa County, Arizona,  
this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Lisa Borowsky, Mayor

ATTEST

\_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Luis E. Santaella, City Attorney



## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Contract”) is entered into by and between The City of Scottsdale, a political subdivision of the State of Arizona (“Client”), on the one hand, and Baron & Budd, P.C. (“Baron & Budd”), Simonsen Sussman, LLP, and the Law Office of Joseph C. Tann, PLLC (collectively and individually, “Attorneys”), on the other hand. Hereinafter, the Client and Attorneys may be referred to individually as “Party” and collectively as “Parties.”

### RECITALS

**WHEREAS**, the Client wishes to retain outside counsel to represent it in litigation arising from injuries and damages related to and caused by fire truck manufacturers and other Defendants’ unfair and anti-competitive business practices in violation of antitrust laws; and

**WHEREAS**, Attorneys are willing to provide such specialized services to Client under the terms and conditions set forth herein.

### TERMS

**NOW, THEREFORE**, the Client hereby engages the services of Attorneys, and Attorneys agree to provide professional services to Client in accordance with the terms and conditions set forth herein:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVE OF CLIENT.**
  - A. **CLIENT REPRESENTATIVES.** Client designates Abe Bowman, Assistant City Attorney, or their designee (“City Counsel”) as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** John Fiske and Lindsay Stevens of Baron & Budd, P.C., Catherine Simonsen, Shaoul Sussman, Victoria Sims and Nicolas Stebinger of Simonsen Sussman LLP, and JoJo Tann of Law Office of Joseph C. Tann, PLLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE OF SERVICES AND DUTIES.** Client hires Attorneys to provide, and Attorneys shall provide, all legal services (the “Services”) necessary for the investigation, analysis, preparation, filing, service, prosecution, handling, and collection on a judgment or monetary recovery of any amounts established under antitrust laws as owing to the Client



in an antitrust and unfair competition lawsuit to be brought by Attorneys on Client's behalf against defendants REV Group, Inc., Oshkosh Corporation, Pierce Manufacturing, Inc., and their companies and any other potentially liable entities (collectively "Defendants"), and pursuit of any and all other available remedies to Clients within the scope of antitrust and unfair competition law damages, which resulted from anticompetitive practices of Defendants (the "Action").

Attorneys shall provide all legal services reasonably required to represent Client in connection with the Action and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys shall be truthful with Client, cooperate with Client, and keep Client informed of developments.

4. CLIENT RETAINS DECISION-MAKING AUTHORITY. Client retains complete control of all decisions in the case. Client in no way assigns its prosecutorial discretion to Attorneys and retains all of its inherent powers related to prosecutorial discretion, judgment, control and decision making related to the Action. This authority and controls include but are not limited to:
- (a) Decisions regarding settlement of the case are reserved exclusively to the discretion of the Client, as communicated directly to the Attorneys by City Counsel.
  - (b) Any defendant that is the subject of such litigation may contact the City Counsel directly, without having to confer with or get permission to do so from Attorneys;
  - (c) Client or City Counsel will retain complete control over the course and conduct of the case;
  - (d) Client and/or City Counsel retains a veto power over any decisions made by Attorneys; and
  - (e) City Counsel has supervisory authority and shall be personally involved in overseeing the litigation.

These provisions are not meant to be exhaustive, and the parties agree that at all times related to the Client's interest in the litigation will remain vested in the City Counsel. It is the intent of the parties that this paragraph be construed broadly to effectuate the parties' intent that the Counsel exercise control over the course and conduct of the Action as they relate to the Client's interests and that the City Counsel have the final decision-making authority over all aspects of the litigation strategy as it relates to the Client.

5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any



legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. FEES. Client will pay attorneys' fees to Attorneys as follows:
- (a) CONTINGENCY FEE. The Parties agree that Attorneys shall be compensated solely (except in the limited circumstances expressly provided below) on a contingency fee basis. The contingency fee shall be based on twenty-five percent (25%) of any net settlement or net recovery that Attorneys obtain for Client. Fees shall be based on a percentage of any settlement or recovery after the deduction of any expense or cost, i.e., the "net" recovery. Contingency fee rates are not set by law, but have been negotiated. **If no recovery is made, no fees will be charged or received by Attorneys.** The terms "net settlement" or "net recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the Defendants or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any attorneys' fee paid by Defendants shall be included in calculating the gross recovery.
    - i. "Net recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any attorney's fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the net recovery by the fee percentage. This calculation is performed on the net recovery amount after the deduction of expenses or costs as provided below.
    - ii. Attorneys are not entitled to recover any fees or costs unless Attorneys are successful in obtaining a net recovery on the Client's behalf as a result of the Services.
    - iii. Attorneys agree that Client is not obligated to pay attorneys' fees from any existing or future public fund or funds and that attorneys' fees will be paid solely from amounts recovered from the Defendants, their insurance companies, or third-party liable companies.
    - iv. In-Kind Benefits- The Client and Attorney agree that Defendants may attempt to offer an "in-kind" benefit in lieu of monetary payment during resolution efforts. Should the Defendant offer the Client an "in-kind" benefit, and should Client choose to accept an "in-kind" benefit after consulting with Attorney, in lieu of monetary payment, Client and Attorney agree that Attorneys' Fees equal to twenty-five percent (25%) of the value of the "in-kind" benefit is owing. An



“in-kind” benefit, as used herein, is a benefit that is proposed in lieu of or as a replacement for damages or other monetary relief.

- v. The contingent fee amount which Attorneys are entitled to receive shall be calculated by multiplying the Net Recovery by twenty-five percent (25%).
  - vi. If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value by an appraiser to be mutually selected by Attorneys and Client.
  - vii. It is possible that payment to the Client by Defendants or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, net recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage of twenty-five percent (25%). The Attorney’s fees will be paid out of the initial lump-sum payment, to the extent that it can, and/or by the Defendant at the time of settlement or initial recovery. Any fees not paid by the initial lump-sum payment will be paid in the second or subsequent payment(s). In no event will the Client be required to pay Attorney’s fees out of any public funds as described in subsection (c).
- (b) Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this Contract is determined by a court of competent jurisdiction to be unenforceable for any reason, or if the Attorneys are discharged by Client before any net recovery is received, and/or if Attorneys are otherwise prevented by the court from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the Services rendered. If the Parties are unable to agree on a reasonable fee for the Services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed-upon neutral affiliated with either the Judicial Arbitration and Mediation Services (JAMS) or Judicate West (JW). The Parties agree that such compensation based on the reasonable value of Attorneys’ services shall be payable solely out of any net recovery received by the Client from Defendants in the Action and in any event shall not exceed twenty-five percent (25%) of the net recovery as defined above.

No General Fund Payments.

Notwithstanding any other provision in this Contract, in no event will the Client be required to pay legal fees or any litigation costs out of any public fund or funds other than the monies recovered from Defendants, their insurance companies, or third-party liable companies, in the Action.



(c) Attorney Fee Sharing: The total contingency fee shall be apportioned among three law firms as follows, which in no way increases the contingency fee percentage. Pursuant to California Rule of Professional Conduct 1.5.1, Client agrees that the fee will be shared as follows:

i. Baron & Budd, P.C.	48.75%
ii. Simonsen Sussman LLP	26.25%
iii. Law Office of Joseph C. Tann, PLLC	25%

7. COSTS AND EXPENSES.

(a) GENERAL PROVISION: Baron & Budd shall advance and pay any and all litigation costs, third party fees and expenses (“Litigation Costs”) necessary for handling and prosecution of the Action. In addition to Client’s obligation to pay Attorneys for their Services through the contingency fee of twenty-five percent (25%) of any net recovery, Client shall reimburse Baron & Budd, solely from any recovery obtained by Attorneys for Client from Defendants, for all Litigation Costs incurred, advanced and paid by Baron & Budd in connection with the Action. Such Litigation Costs that are subject to reimbursement to Baron & Budd from the recovery include but are not limited to the following: process servers’ fees, fees fixed by law or assessed by courts or other agencies, court reporters’ fees, document managements costs (described in further detail below), messenger and other delivery fees, parking, investigation expenses, consultants’ fees, expert witness fees, and other similar items, that are actually incurred and paid by Baron & Budd. Prior Client approval is required before Attorneys hire any investigators, consultants, or expert witnesses reasonably necessary for handling of the Action in Attorney’s judgment. Prior Client approval does not apply to experts hired by Attorneys prior to the execution of this Contract. In addition to the above, City Counsel litigation fees and costs directly attributable to the Action shall be reimbursed, up to one hundred and fifty thousand dollars (\$150,000) only, to the Client as a litigation cost and deducted from the total gross recovery. If there is no recovery from Defendants, Client will not be required to reimburse Baron & Budd for any Litigation Costs. In the event recovery from Defendants is less than the total of the Litigation Costs incurred and paid by Baron & Budd, Client will not be required to reimburse Baron & Budd for any amount of Litigation Costs that exceed the funds available from the recovery from Defendants.

(b) DOCUMENT MANAGEMENT COSTS: It is Attorneys’ obligation to minimize the costs/expenses advanced for both efficiency and practical considerations of modern large volume electronic discovery. In doing so, Attorneys have analyzed the most efficient way to meet their legal obligations while minimizing the costs of doing so. Two options exist:

i. *Outside vendor (outsourcing).* In most cases where the document volume is much less, Attorneys have outside vendors whose responsibility is to assist in the collection of the documents in question, copy those



documents, and provide a storage mechanism (either electronic, paper or both) for them. Such costs are advanced by the firm but ultimately reimbursed by you in the event there is a recovery. Based upon the massive volume of potential litigation documents, Attorneys do not believe this is the most efficient or realistic method.

- ii. *Creation of internal electronic discovery processing.* Create an electronic discovery data processing mechanism where the firm obtains computer software, hardware, and related resources reasonably necessary to procure, organize and produce litigation documents and data. Such a mechanism would obviate the need to outsource these services. Attorneys have priced the costs charged by competent contractors who provide this service and believe that we can provide that service internally at a lower cost to the Client, in the event of a recovery.

The Parties agree that effective document management is critical to successful resolution of the Action. Attorneys' intention in this Contract is to promote efficiency, save Client costs, and limit legal expenses to those directly attributable to the Action for the Client. With respect to document management, Attorneys represent that internal electronic discovery processing is the best option to meet those goals. Therefore, Attorneys plan to add the resources necessary to provide the service necessary in the Action, subject to cost review and approval by Client. Attorneys also reserve the right, with consent from Client's Counsel (which shall not be unreasonably withheld), to use outside vendors where costs and circumstances warrant. Internal Document Management costs include document management costs, such as processing and hosting, incurred after the effective date of this agreement and exclude hardware and software costs. Attorneys agree to provide quarterly reporting regarding costs, including for document management.

As with all other expenses, these document-related costs will be advanced by Baron & Budd, but reimbursed by Client only in the event of recovery.

- (c) **SHARED EXPENSES:** Client understands that Baron & Budd may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Baron & Budd shall divide such expenses pro rata among all clients, including individual clients, business clients, and public entity clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior Client approval is required for shared expenses, with the exception of those experts retained prior to the execution of this Contract. Below in section "(c) i-iii." is the method by which costs and expert fees will be allocated among the clients for the Action.

- i. Shared expenses will be divided among clients on a pro rata basis. Pro rata means a percentage or ratio based on recovery. In the pro rata calculation, the ratio numerator is the total amount/value of the Client's individual recovery; the ratio denominator is the total amount/value of all clients' recovery in the



litigation. The pro rata ratio is applied to the shared expenses to calculate each Client's portion of the shared expenses.

- ii. Shared expenses can include those necessary to prove liability against Defendants generally, including proving that the various practices and conduct identified in the Action were anticompetitive and defining and proving relevant markets. Such general liability expenses will be divided among all clients pro rata.
- iii. Shared expenses do not include those expenses necessary to prove client-specific damages.

(d) **FEDERAL MDL AND STATE COORDINATION FEE ASSESSMENTS:** In the event there is a Federal Multidistrict Litigation (MDL), or any State Court coordinated proceedings, there may be a court-ordered assessment or agreement for fees and costs required to be paid to the MDL or State Court coordinated proceedings. Any costs required to be paid under such an assessment or agreement will be paid from Client's share of any settlement proceeds as part of the costs and expenses advanced, pursuant to section 7. At this time, Attorneys cannot determine what fees and costs, if any, will be paid to a Federal Multidistrict litigation or to a State Court coordinated proceeding. Additionally, members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or state court coordinated proceedings and perform work that benefits our clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for our time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by the Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Contract.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in the Action, Client hereby grants, and agrees, to the extent permitted by applicable law, that Attorneys hold a first priority and superior lien on any and all proceeds recovered from Defendants in the Action in the amount of the Attorneys' fees and costs that the Attorneys are entitled to, under this Contract. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
- 9. **CLIENT'S DUTY OF GOOD FAITH AND CANDOR.** Client has a duty of honesty and candor to Attorneys. If, at any point, Attorneys incur expenses or costs as a result of Client's failure to provide Attorneys with complete and accurate information related to the subject litigation, Client shall be liable for all such expenses and costs incurred by Attorneys. Moreover, Client hereby agrees that Attorneys may withdraw at any point if Attorneys have good cause to believe that Client has breached his/her duty of honesty and candor to Attorneys.



10. MALPRACTICE INSURANCE. Attorney maintains errors and omissions (malpractice) coverage and has lodged proof of this coverage with the California State Bar. Said information will be provided to Client upon reasonable request.
11. DISCHARGE AND WITHDRAWAL.
  - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
  - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.
12. AUTHORITY OF ATTORNEY. Attorneys may with prior Client approval associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Attorneys claim, and expressly authorize the Attorneys to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Attorneys claim. Attorneys understand that the amount of attorneys' fees that Attorneys pay will not be increased by the work of co-counsel associated to assist with the handling of Attorneys' claim, and that such associated co-counsel will be paid by the Attorneys out of the attorneys' fees Attorneys pay to the Attorneys.
13. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
14. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. As attorneys, Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar defendants, Attorneys are required to advise Attorneys clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement The Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The Client and other multiple claimants and that The Client nevertheless



want Attorneys to represent Client, and that The Client consents to Attorneys' representation of others in connection with the litigation.

15. **AGGREGATE SETTLEMENTS:** Oftentimes in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve the cases in a group or groups by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorney to enter into and engage in group settlement discussions and agreements which may include Client's individual claims. Although Client authorizes Attorney to engage in such group settlement discussions and agreements, Client will still retain the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.
16. **APPEALS.** Should the representation result in an adverse ruling or rulings, Attorneys may elect not to represent Client in an appeal. Should this issue arise, it will be discussed between Client and Attorneys.
17. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys and shall remain in effect through the pendency of the action unless terminated sooner pursuant to the terms of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

#### ARIZONA STATUTORY PROVISIONS

19. **IMMIGRATION LAW COMPLIANCE.** Attorneys understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Attorneys agree to comply with these laws in performing this Contract and to permit Client to verify compliance.
  - (a) Under the provisions of A.R.S. §41-4401, Attorneys warrant to Client that Attorneys and all additional counsel and consultants will comply with all Federal immigration laws and regulations that relate to its employees and that Attorneys and all their additional counsel and consultants now comply with the



E-Verify Program under A.R.S. §23-214(A).

- (b) A breach of this warranty by Attorneys or any of their additional counsel and consultants will be considered a material breach of this Contract and may subject Attorneys or additional counsel and consultants to penalties up to and including termination of this Contract or any subcontract. Attorneys will take appropriate steps to assure that all additional counsel and consultants comply with the requirements of the E-Verify Program. Attorneys' failure to assure compliance by all their additional counsel and consultants with the E-Verify Program may be considered a material breach of this Contract by Client.
- (c) Client retains the legal right to inspect the papers of any employee of Attorneys or any subcontractor who works on this Contract to ensure that Attorneys or any subcontractor is complying with the warranty given above.
- (d) Client may conduct random verification of the employment records of Attorneys and any of their additional counsel and consultants to ensure compliance with this warranty. Attorneys agree to indemnify, defend, and hold Client harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.
- (e) Client will not consider Attorneys or any of their additional counsel and consultants in material breach of this Contract if Attorneys and their additional counsel and consultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.
- (f) The provisions of this Article must be included in any contract Attorneys enter into with any and all of their additional counsel and consultants who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Attorneys will take appropriate steps to assure that all additional counsel and consultants comply with the requirements of the E-Verify Program. Attorneys' failure to assure compliance by all their additional counsel and consultants with the E-Verify Program may be considered a material breach of this Contract by Client.

20. **LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS.** Arizona Revised Statute § 1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.



(a) PERSONS is defined as NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. (This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)

- 21. NO PREFERENTIAL TREATMENT OR DISCRIMINATION. In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.
- 22. BOYCOTT OF ISRAEL. COUNSEL certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, boycott activities as proscribed by A.R.S. § 35-393.
- 23. FORCED LABOR OF ETHNIC UYGHURS PROHIBITION. COUNSEL certifies that they do not currently and agrees for the duration of the contract that it will not use forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by said forced labor, or any contractors, subcontractors or suppliers that use said forced labor as defined and required in A.R.S. § 35-394. Pursuant to that statute, Attorneys agree that if it becomes aware that it is not in compliance with this certification during the term of this contract, that it shall comply with the notice and remedy provisions of A.R.S. § 35-394.

The above is approved and agreed upon by all parties.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Baron & Budd, P.C.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Simonsen Sussman LLP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Law Office of Joseph C. Tann, PLLC



Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Scottsdale City Attorney's Office



June 8, 2026

Re: Fire Apparatus Antitrust Litigation Conflict Waiver / Consent Letter

Dear Mr. Bowman:

This letter is to confirm our mutual understanding regarding Baron & Budd, P.C., Simonsen Sussman, LLP, and the Law Office of Joseph C. Tann, PLLC's (collectively "Attorneys") representation of The City of Scottsdale ("City") in connection with the City bringing an action arising from injuries and damages related to and caused by fire truck manufacturer and other defendants' unfair and anti-competitive business practices in violation of antitrust laws (the "Litigation"). The defendants in the Litigation include REV Group, Inc., Oshkosh Corporation, Pierce Manufacturing, Inc., Boise Mobile Equipment, their companies and any other potentially liable entities (collectively "Defendants"). Attorneys also represent other clients and anticipate adding additional clients in the Litigation ("Other Clients"). Specifically, Attorneys anticipate representing additional public entities and fire equipment owners against Defendants in the Litigation. In sum, we discussed various issues that might arise in the future in the Litigation, including possible conflicts of interest and methods to address and potentially resolve those issues if they arise.

It is possible that inconsistencies or even conflicts of interest might arise in the future in the Litigation. In general, based on information currently available, those issues might include possible inconsistencies in legal or factual strategy and/or positions or discovery issues; possibilities of settlement in one or both cases, separately or jointly, that might affect the recovery for the other client (*e.g.*, scope of release); and selection of expert witnesses.

Attorneys are committed to Client to exercise vigilance in monitoring the possible development of any of those types of issues or inconsistencies that may pose a conflict. We ask that you do the same and inform us immediately if you develop any concern about any of these issues. In theory, if an unresolvable conflict of interest were to arise, that situation could result in Attorneys being compelled to withdraw or step aside from representation, either on one particular issue (*e.g.*, how to divide joint settlement monies) or even from one or more representations.

Because all clients in the Litigation anticipate pursuing the same or similar defendants, Attorneys may learn information in one matter that might benefit another client in its matter. Therefore, we ask that the City agree that Attorneys may share information, including confidential information, between the parties and the Attorneys and its staff assigned in the Litigation; however, if the City identifies any information that it prefers to keep confidential from the Other Clients and notifies Attorneys of that preference, then Attorneys will maintain that confidentiality from the Other Clients, including by screening the lawyers and staff on the other matter and by physically and electronically segregating that specific information. By signing this letter, you agree to this information-sharing arrangement.

As you also may know, Baron & Budd, P.C. has successfully represented hundreds of thousands of tort clients, including simultaneous representation of individual clients and government entity clients. We believe that our experience equips Attorneys to properly address any of these issues that might arise while we are representing the City and the Other Clients.



Further, in our experience, having multiple clients and varying claims against a common group of defendants may be advantageous for all the client plaintiffs. Obtaining an initial litigation success against the same defendants frequently increases settlement momentum and leverage that benefits all plaintiff clients.

Accordingly, we believe Attorneys are well positioned to represent the City effectively and to pursue its interests while simultaneously representing the Other Clients. We ask that you sign this letter to indicate the City's informed consent for Attorneys to proceed with the representation under the above summarized circumstances that we have discussed.

Please call if you have any questions or if I can provide any additional information. Thank you for your cooperation.

Sincerely,

BARON & BUDD, P.C.

John P. Fiske

SIMONSEN SUSSMAN, LLP

Catherine S. Simonsen

LAW OFFICE OF JOSEPH C. TANN, PLLC

Joseph C. Tann

AGREED:

City of Scottsdale

By: \_\_\_\_\_ Date: \_\_\_\_\_