

**IN THE WISCONSIN CIRCUIT COURT FOR LANGLADE COUNTY
STATE OF WISCONSIN**

MELVIN R. KUBACKI , individually and on behalf of all others similarly situated, Plaintiff, v. ANTIGO CONSTRUCTION, INC. , Defendant.	Case No. 2026CV000035
--	-----------------------

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT
AGAINST YOU OR A SOLICITATION FROM A LAWYER.*

If your Private Information was potentially accessed in the Data Breach that Antigo Construction, Inc., Badger State Highway Equipment, Inc., Antigo International Inc., and Antigo MHB Breakers Ltd (UK company) (collectively, “Antigo” or “Defendants”) experienced between June 1 and June 6, 2025, you may be eligible for benefits.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM BY DECEMBER 24, 2026	Submitting a valid Claim Form is the only way to receive a cash payment — reimbursement of documented out-of-pocket losses and lost time (up to \$3,000 combined), or a \$100 Alternative Cash Payment. You do NOT need to submit a Claim Form to receive credit monitoring.
DO NOTHING	Receive no cash payment and give up your right to sue Antigo over the claims resolved in this Settlement. You will still receive a credit monitoring activation code with your Notice.
SUBMIT A WRITTEN EXCLUSION REQUEST BY NOVEMBER 9, 2026	Submit a written notice of your intent to be excluded. You will receive no benefits, but you will keep your legal claims against Antigo and the other Released Persons.
FILE AN OBJECTION BY NOVEMBER 9, 2026	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object.
GO TO A HEARING ON DECEMBER 14, 2026	Ask to speak in Court about the fairness of the Settlement.

Further Information about this Notice and the Lawsuit

1. Why did I receive a Notice?

You received a Notice to inform you of a proposed Settlement in *Kubacki v. Antigo Construction, Inc.*, Case No. 2026CV000035, pending in the Wisconsin Circuit Court for Langlade County. The Court authorized that Notice be sent to Settlement Class Members to explain the proposed Settlement and the legal rights and options you have in connection with it.

2. What is the Lawsuit about?

The Lawsuit arises from a Data Breach Antigo experienced between June 1 and June 6, 2025, in which an unauthorized party gained access to Antigo's network and may have accessed files containing sensitive personal information (the "Data Breach"). Antigo discovered the Data Breach on June 6, 2025 and began sending notices to potentially affected individuals on October 31, 2025. Antigo denies the claims and any wrongdoing or liability in connection with the allegations in the Lawsuit.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs sue on behalf of all others who are alleged to have similar claims. Together these people are the "Class," and each is a "Class Member." Here, the Plaintiff who represents the Settlement Class is Melvin R. Kubacki ("Representative Plaintiff"). The companies being sued are Antigo Construction, Inc. and its related entities.

4. Why is there a Settlement?

The Representative Plaintiff, through his attorneys (known as "Class Counsel"), investigated the facts and law relating to the issues in the Lawsuit. Plaintiff and Class Counsel believe the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether Plaintiff's claims or Antigo's defenses have merit. By settling, both sides avoid the cost and risk of trial, and people who submit valid, timely claims will receive benefits. The Settlement does not mean Antigo did anything wrong.

5. What is Private Information?

Private Information means the personal information potentially involved in the Data Breach, which may include full names, Social Security numbers, driver's license numbers, financial account numbers, and health insurance information.

Terms of the Proposed Settlement

6. Who is in the Settlement Class?

The Settlement Class includes all Persons whose Private Information was potentially accessed in the Data Breach. The Settlement Class specifically excludes: (i) Antigo and its parents, subsidiaries, affiliates, officers and directors, and any entity in which Antigo has a controlling interest; (ii) all individuals who timely and validly exclude themselves from the Settlement Class; (iii) the attorneys representing the Parties in the Action; (iv) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (v) any person found by a court of competent jurisdiction to be criminally responsible for the Data Breach, or who pleads nolo contendere to any such charge.

7. What are the Settlement benefits?

Settlement Class Members are eligible for the following Settlement benefits:

Documented Out-of-Pocket Losses and Lost Time. Reimbursement of actual, documented, unreimbursed out-of-pocket losses fairly traceable to the Data Breach, incurred between June 1, 2025 and the close of the claims period, plus compensation for lost time at \$25.00 per hour for up to 5 hours (\$125.00 maximum), up to a combined aggregate total of \$3,000.00 per Settlement Class Member. The total amount available for Documented Out-of-Pocket Losses and Lost Time is subject to an aggregate cap of \$200,000.00. If Valid Claims for those benefits exceed \$200,000.00, payments in those categories will be reduced pro rata. Eligible out-of-pocket losses include credit report fees; credit freeze fees; card replacement fees; late fees; over-limit fees; interest and fees on payday loans; bank or credit card fees; postage, mileage, and other incidental expenses; and the cost of credit monitoring or identity-theft insurance purchased before the

Effective Date. Documentation is required for each out-of-pocket loss; lost time requires an attestation with a brief description of the action(s) taken.

Alternative Cash Payment. In the alternative to documented losses and lost time, Settlement Class Members may elect to receive a flat \$100.00 cash payment. No documentation is required. A class member who elects the Alternative Cash Payment may also claim credit monitoring.

Credit Monitoring. Without submitting a Claim Form, all Settlement Class Members receive an activation code for two (2) years of free three-bureau credit monitoring. The activation code is located on the Notice sent to you and may be activated within 180 days of the date the Notice was mailed. To enroll, go to <https://app.idx.us/account-creation/protect> or call 1-833-788-9712, and follow the instructions using your activation code. More information is available on the Settlement Website at www.AntigoDataBreachSettlement.com.

This benefit is in addition to any payment under the options above.

8. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not timely exclude themselves (“Opt-Out”) will be bound by the Settlement Agreement and any Final Judgment, and will give up their right to sue Antigo and the other Released Persons for the claims resolved by the Settlement. The claims being released (“Released Claims”) and the persons and entities being released (“Released Persons”) are defined in the Settlement Agreement, which can be viewed at www.AntigoDataBreachSettlement.com.

Your Options as a Settlement Class Member

9. If I am a Settlement Class Member, what options do I have?

If you wish to be eligible for compensation, you must complete and submit a Claim Form online or by mail, postmarked by **December 24, 2026**. If you do not want to give up your right to sue, you must Opt-Out by **November 9, 2026** (see Question 13). If you object to the Settlement, you must remain in the Settlement Class and submit a written objection by **November 9, 2026** (see Question 16). You must still submit a Claim Form to receive benefits.

10. What happens if I do nothing?

If you do nothing, you will receive no compensation from this Settlement. Unless you exclude yourself, once the Settlement is granted final approval and judgment is entered, you will be bound by the judgment and will never be able to start, continue with, or be part of any other lawsuit against Antigo or the other Released Persons relating to the claims released by the Settlement.

11. How do I submit a claim?

You may complete a Claim Form online at www.AntigoDataBreachSettlement.com.

You may also download a paper Claim Form from the website or call the Claims Administrator to have one mailed to you. Completed paper Claim Forms, with any required supporting documentation, may be submitted online, by email to AntigoDataBreachSettlement@AtticusAdmin.com, or by mail to:

Antigo Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

12. Who decides my Settlement claim and how?

The Claims Administrator will determine whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may request additional information. If your Claim Form is incomplete, you will be given 30 days to cure the defect before the claim is rejected. A documented-loss claim without acceptable documentation may be converted to the \$100.00 Alternative Cash Payment.

13. How do I exclude myself from the Settlement?

To Opt-Out, you must individually sign and submit a written Request for Exclusion that clearly states your intent to be excluded from the Settlement Class. Mass or class opt-outs are not permitted. Your request must be postmarked no later than **November 9, 2026** and mailed to the Settlement Administrator at:

Antigo Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

14. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits and you will not be bound by the terms of the Settlement.

15. If I don't opt out, can I sue the Released Persons for the Data Breach later?

No. Unless you exclude yourself, you give up any right to sue the Released Persons for the claims this Settlement resolves. You must timely exclude yourself to initiate any other lawsuit relating to the claims in this case.

16. How do I object to the Settlement?

If you are a Settlement Class Member and do not exclude yourself, you may object to the Settlement. You must submit a timely written objection, postmarked no later than **November 9, 2026**, that states: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of the original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of the objection must be mailed, with a postmark date no later than **November 9, 2026**, to both Proposed Class Counsel and Defendants' Counsel at the addresses below. Proposed Class Counsel will file the objections it receives with the Court with the Motion for Final Approval of the Settlement.

Nickolas J. Hagman
**CAFFERTY CLOBES MERIWETHER &
SPRENGEL LLP**
135 S. LaSalle Street, Suite 3210
Chicago, Illinois 60603
nhagman@caffertyclobes.com

Evan M. Mannering
BAKER & HOSTETLER LLP
1050 Connecticut Ave. N.W., Suite 1100
Washington, D.C. 20036
emannering@bakerlaw.com

If you file a proper objection, the Court will consider your views and decide whether to approve or reject the Settlement. Failure to file a timely and adequate objection in accordance with these requirements waives the right to object or to be heard at the Final Fairness Hearing, and the objector shall be forever barred from making any objection to the Settlement.

Court Approval of the Settlement

17. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **December 14, 2026 at 8:30 a.m.** at the Circuit Court of Langlade County, Wisconsin, 800 Clermont Street, Antigo, Wisconsin 54409, or remotely if so set by the Court, to decide whether to approve the Settlement. The Court will consider whether the Settlement is fair, reasonable, and adequate, will consider any timely objections, and may consider Proposed Class Counsel's request for attorneys' fees and costs and a Service Award. The Court may reschedule the hearing without further notice, so please check www.AntigoDataBreachSettlement.com for updates.

18. Do I have to attend the Final Fairness Hearing?

No. You do not need to attend. Proposed Class Counsel will represent the interests of the Settlement Class. If you object and wish to appear, you may do so if your written objection was properly submitted. You or your own lawyer may attend at your own expense but are not required to do so.

19. Can I attend the Final Fairness Hearing?

Yes. You may attend the Final Fairness Hearing if you wish, but you are not required to. If you wish to speak at the hearing without having filed an objection, you may ask to do so, subject to the Court's discretion.

20. What happens if the Court approves the Settlement, and when will I be paid?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, the Settlement could be delayed or disapproved on appeal, and we do not know how long this process may take. If the Settlement becomes final, payment of Valid Claims—whether by mailed check or electronic distribution—will be made within forty-five (45) days of the Effective Date, or within thirty (30) days after the claim is approved, whichever is later. Settlement checks will be void ninety (90) days after issuance. If your check becomes void, you may request reissuance until one hundred eighty (180) days after the Effective Date; if you do not, your right to receive monetary relief will be extinguished.

21. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits, and the Litigation will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Antigo Construction, Inc.

22. Who represents the Settlement Class?

The Settlement Class is represented by:

Nickolas J. Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP
135 S. LaSalle Street, Suite 3210
Chicago, Illinois 60603

Settlement Class Members will not be charged for Proposed Class Counsel's services. You may hire your own attorney at your own expense to advise you, represent you in making an objection, or appear at the Final Fairness Hearing, if you choose.

23. How will the lawyers for the Settlement Class be paid?

Proposed Class Counsel will ask the Court to approve attorneys' fees and costs in an amount not to exceed \$145,000.00, and a Service Award of \$2,500.00 to the Representative Plaintiff. Antigo will pay these amounts, as well as all notice and administration costs, separately from and in addition to the benefits available to the Settlement Class, subject to Court approval.

24. Who represents Antigo?

Antigo is represented by:

Evan M. Mannering
BAKER & HOSTETLER LLP
1050 Connecticut Ave. N.W., Suite 1100
Washington, D.C. 20036

For Further Information

25. What if I want further information or have questions?

For additional information, please visit www.AntigoDataBreachSettlement.com. You may also contact the Claims Administrator by mail, email, or phone:

Antigo Data Breach Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
AntigoDataBreachSettlement@AtticusAdmin.com

Toll-free: 1-800-379-0170

PLEASE DO NOT CONTACT THE COURT OR ANTIGO'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.