

FILED
07-14-2026
Clerk of Circuit Court
Langlade County, WI
2026CV000035

EXHIBIT 1

STATE OF WISCONSIN

CIRCUIT COURT

LANGLADE COUNTY

MELVIN R. KUBACKI, individually, and on
behalf of all others similarly situated,

Plaintiff,

Case No. 2026CV000035

v.

ANTIGO CONSTRUCTION, INC.

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement, is made and entered into by and among the following Settling Parties (as defined below): (i) Melvin R. Kubacki (“Plaintiff” or “Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through his counsel of record Cafferty Clobes Meriwether & Sprengel LLP (“Proposed Class Counsel” or “Class Counsel”); and (ii) Antigo Construction, Inc., Badger State Highway Equipment, Inc., Antigo International Inc., and Antigo MHB Breakers Ltd. (collectively “Antigo” or “Defendants”) by and through their counsel of record. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE ACTION

Defendants comprise a globally operating construction company with operations throughout the United States and internationally. Antigo Construction, Inc. is headquartered in Antigo, Wisconsin. Between June 1, 2025 and June 6, 2025, the ransomware group DragonForce gained access to Defendants’ network and computer systems and claims to have stolen approximately 104.36 GB of data (the “Data Breach”). The stolen files potentially contained full

names, Social Security numbers, driver's license numbers, financial account numbers and health insurance information belonging to current, former, and prospective employees of Defendants (collectively "Private Information"). Defendants discovered the Data Breach on June 6, 2025. On October 31, 2025, Defendants began sending notices to potentially affected individuals.

On November 19, 2025, Plaintiff filed a class action in the United States District Court for the Eastern District of Wisconsin, alleging claims of negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, and violation of the Wisconsin Deceptive Trade Practices Act. On March 17, 2026, Plaintiff voluntarily dismissed the case pending before the Eastern District of Wisconsin and filed a class action in the Wisconsin Circuit Court for Langlade County alleging identical claims, which is the instant action captioned *Kubacki v. Antigo Construction, Inc.* Case No. 2026CV000035 (the "Action").

In December 2025, the Parties began discussing the possibility of settlement of the Action. Over the course of the following months, the Parties negotiated and eventually agreed to the material terms of a settlement in principle to resolve all claims on a classwide basis. The terms of that settlement are memorialized in this Settlement Agreement. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendants and the Released Persons (as defined below) relating to the Data Breach, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other persons and putative classes against Defendants and the Released Persons relating to the Data Breach.

II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTling

Plaintiff believes the claims asserted in the Action, as set forth in his complaint, have merit. Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Defendants through

motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Action. They have determined that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Plaintiff and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendants deny each and all of the claims and contentions alleged against them in the Action. Defendants deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Nonetheless, Defendants have concluded that continuing with the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendants have also considered the uncertainty and risks inherent in any litigation. Defendants have, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Defendants that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means Atticus Administration LLC, a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.5 “Claims Deadline” means the postmark deadline for valid claims.

1.6 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.8 “Court” means the Circuit Court of Langlade County, Wisconsin.

1.9 “Data Breach” means the cyberattack experienced by Defendants between June 1 and 6, 2025, wherein cybercriminals potentially accessed and/or stole files containing the Private Information of Defendants’ current, former, and prospective employees.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in § 9.1 herein have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13 “Judgment” means the Court’s final determination of the rights and obligations of the Parties in the Action.

1.14 “Notice” means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.15 The “Notice Commencement Date” means thirty (30) days after the entry of the Preliminary Approval Order.

1.16 “Objection Date” means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for Defendants their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the

date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.17 “Opt-Out Date” means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.18 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit E**.

1.20 “Plaintiff’s Counsel” “Class Counsel” and/or “Proposed Class Counsel” means Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP.

1.21 “Related Entities” means Defendants’ past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendants’ predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the

criminal activity associated with the Data Breach or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relates to the exposure of Private Information in the Data Breach, including conduct that was alleged or could have been alleged in the Action, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information in the Data Breach, which the Representative Plaintiff or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and Judgment in this Action. Released Claims shall not

include the right of the Representative Plaintiff, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action, provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach. Released Claims shall include Unknown Claims as defined herein. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 “Released Persons” means Defendants, their Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.24 “Representative Plaintiff” or “Plaintiff” means Melvin R. Kubacki.

1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.26 “Settlement Class” means all persons whose Private Information was potentially accessed in the Data Breach. The Settlement Class specifically excludes: (i) Defendants and Defendants’ parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (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 guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.27 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.28 “Settling Parties” means, collectively, Defendants and the Representative Plaintiff, individually and on behalf of the Settlement Class.

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly

shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” as used in this Settlement Agreement includes all fifty states, the District of Columbia and all territories.

1.31 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Compensation for Unreimbursed Documented Losses and Lost Time. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement for documented out-of-pocket losses and lost time that are fairly traceable to the Data Breach, not to exceed an individual cap of \$3,000.00 per Settlement Class Member.

- a) Documented Out-of-Pocket Losses. Settlement Class Members may seek reimbursement of documented out-of-pocket losses, including:
- (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a result of the Data Breach; (vii) unreimbursed bank or credit card fees;

(viii) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and (ix) unreimbursed costs associated with credit monitoring or identity theft insurance purchased prior to the Effective Date. Each claim for compensation under this benefit must include supporting documentation and an attestation showing that: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was caused by the Data Breach; (c) the loss occurred between June 1, 2025 and the close of the claims period; and (d) the Settlement Class Member has not been otherwise reimbursed for the loss. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

- b) Lost Time. Settlement Class Members with time spent remedying issues related to the Data Breach may receive reimbursement of \$25.00 per hour up to 5 hours (for a total of \$125.00) with an attestation including a brief description of the action(s) taken in response to the Data Breach.
- c) Total Documented Loss Benefit Cap. The amount that Defendants shall pay to resolve claims for Documented Losses and Lost Time is subject to an aggregate Total Documented Loss Benefit Cap of \$200,000. If the total amount of Approved Claims for Documented Losses and Lost Time exceeds \$200,000, the amount of Approved Claims for Documented Losses and Lost Time will be decreased on a *pro rata* basis such that the

total amount that Defendants shall pay for Approved Claims for Documented Losses and Lost Time does not exceed \$200,000.

2.2 Alternative Cash Payment. In the alternative to seeking compensation for Documented Losses and Lost Time, as provided in § 2.1, Settlement Class Members may elect to make a claim for a cash payment of \$100. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement), but no documentation is required to make a claim.

2.3 Credit Monitoring. All Settlement Class Members are eligible to enroll in two (2) years of three-bureau credit monitoring services. Settlement Class Members shall be entitled to claim the credit monitoring in addition to submitting a claim for benefits provided in § 2.1 or § 2.2. The Settlement Administrator shall include an activation code on the Notices sent to Settlement Class Members that can be used to activate credit monitoring services. Such activation codes shall be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide credit monitoring services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

2.4 The Claim Form must be verified by the claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. If the Settlement Class Member seeks the reimbursement option, the Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Breach. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator (as described below), shall result in denial of a claim.

Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in § 2.6.

2.5 To be valid, claims must be complete and submitted to the Claims Administrator on or before the 90th day after the deadline for the completion of Notice to Settlement Class Members (the “Claims Deadline”). The Notice will specify this deadline and other relevant dates described herein.

2.6 Dispute Resolution for Claims.

- a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant’s class membership and the expenses claimed; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

- b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- c) Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.
- d) Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.
- e) Upon receipt of a Claim Form from a Settlement Class Member which does not contain acceptable documentation to warrant payment of expense

reimbursement, the Claim will be converted to a claim for an Alternative Cash Payment.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by Defendants separately and apart from the costs of approved benefits paid to Settlement Class Members, the Court-approved attorneys' fees, costs, and expenses, and the Service Award to the Class Representative.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit E**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for motion for final hearing and application for a Class Representative Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiff as Class Representative;
- f) approval of a customary form of short notices to be mailed to Settlement Class Members ("Short-Form Notice") substantially similar to the ones attached hereto as **Exhibit B** (email) and **Exhibit C** (postcard by mail only if email is undeliverable or Defendants do not possess the Settlement Class Member's email address), and a customary long form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit D**, which together shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be selected by Defendants, subject to Plaintiff's approval, which shall not be unreasonably withheld; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

3.2 Defendants shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such Notice. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representative, shall be paid by Defendants as set forth herein, subject to Court approval. Notice shall be provided to Class Members in accordance with this Settlement Agreement. The Notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and Defendants' counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Any Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest the Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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.*, copy of 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 an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendants' counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendants, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

CAFFERTY CLOBES MERIWETHER & SPRENGLE LLP

Nickolas J. Hagman
135 S. LaSalle, Suite 3210
Chicago, Illinois 60603
Email: nhagman@caffertyclobes.com

Upon Defendants' counsel via mail and e-mail at:

BAKER & HOSTETLER LLP

Evan M. Mannering
1050 Connecticut Ave. N.W., Suite 1100
Washington, D.C., 20036
Email: emannering@bakerlaw.com

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Defendants shall be deemed to have, and by operation of Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, employer-employee, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses or a service award to the Representative Plaintiff until after the substantive terms of the settlement

had been agreed upon, other than that Defendants would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiff as may be agreed to by Defendants and the Proposed Class Counsel, and as ordered by the Court. Following agreement on the substantive terms of the settlement, including the benefits to Settlement Class Members, Defendants and Proposed Class Counsel then negotiated and agreed to the procedure described herein.

7.2 Proposed Class Counsel has agreed to request, and Defendants have agreed to pay, subject to Court approval, the amount not to exceed One Hundred Forty-Five Thousand Dollars and No Cents (\$145,000) to Proposed Class Counsel for attorneys' fees and costs (the "Attorneys' Fees and Costs"). If the Court approves an amount lower than One Hundred Forty-Five Thousand Dollars and No Cents (\$145,000) to Proposed Class Counsel for Attorneys' Fees and Costs, Defendants shall only be required to pay the amount approved by the Court.

7.3 Subject to Court approval, Defendants have agreed to pay a service award in the amount of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) to the Representative Plaintiff (the "Service Award"). If the Court approves an amount that is lower than Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) as a service award to the Representative Plaintiff, Defendants shall only be required to pay the amount approved by the Court.

7.4 Defendants shall pay the Court-approved amounts for attorneys' fees, costs, expenses, and a service award to the Representative Plaintiff to an account established by Proposed Class Counsel within fourteen (14) days following the Effective Date.

7.5 If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Defendants shall have no obligation to pay attorneys' fees, costs, expenses, or a service award and shall only be required to pay costs and

expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of Attorneys' Fees and Costs and the Service Award to the Representative Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any award of Attorneys' Fees and Costs and/or a Service Award ordered by the Court to Proposed Class Counsel or the Representative Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under § 2. Proposed Class Counsel and Defendants shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the Dispute Resolution process set forth herein. All claims agreed to be paid in full by Defendants shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Defendants shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Defendants, Proposed Class Counsel, Representative Plaintiff, and/or Defendants' counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval;
- b) Defendants have not exercised their option to terminate the Settlement Agreement;
- c) The Court has entered a Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d) the Settlement has become Final.

9.2 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.3 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request

that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that

such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Action, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendants and Representative Plaintiff in connection with the payment of the Action settlement. Except as otherwise provided herein, each party shall bear its own costs. This

Settlement Agreement supersedes all previous agreements made between Defendants and Representative Plaintiff.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions

and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Wisconsin, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Wisconsin.

10.13 As used herein, “he” means “he, she, or it”; “his” means “his, hers, or its”; and “him” means “him, her, or it.” “She” means “she, he, or it”; “hers” means “hers, his, or its”; and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her”; and “its” means “its, his, or hers.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendants shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under § 2.1, Alternative Cash Payments under ¶ 2.2, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

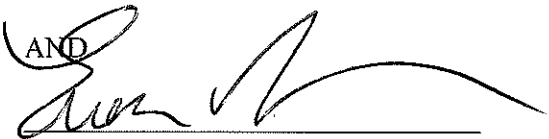
IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

Nickolas J. Hagman
**CAFFERTY CLOBES MERIWETHER &
SPRENGLE LLP**
135 LaSalle, Suite 3210
Chicago, Illinois 60603
Email: nhagman@caffertyclobes.com

*Counsel for Proposed Representative
Plaintiff and Class Counsel*

AND

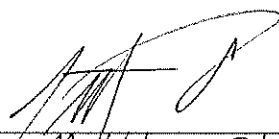


Evan M. Mannering
BAKER & HOSTETLER LLP
1050 Connecticut Ave. N.W., Suite 1100
Washington, D.C. 20036
Email: emannering@bakerlaw.com

Counsel for Defendants

Melvin R. Kubacki

Representative Plaintiff


By: Matthew Shinnars
Its: President

*Defendants Antigo Construction, Inc.
Badger State Highway Equipment, Inc.,
Antigo International Inc., and Antigo
MHB Breakers Ltd.*

AGREED TO BY:

Nickolas J. Hagman
**CAFFERTY CLOBES MERIWETHER &
SPRENGLE LLP**
135 LaSalle, Suite 3210
Chicago, Illinois 60603
Email: nhagman@caffertyclobes.com

*Counsel for Proposed Representative
Plaintiff and Class Counsel*

AND

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

Counsel for Defendants



Melvin R. Kubacki

Representative Plaintiff

By: _____
Its: _____

*Defendants Antigo Construction, Inc.
Badger State Highway Equipment, Inc.,
Antigo International Inc., and Antigo
MHB Breakers Ltd.*

EXHIBIT A

CLAIM FORM

Kubacki v. Antigo Construction, Inc.
Case No. 2026CV000035

A proposed Settlement has been reached in a class action lawsuit against Antigo Construction, Inc., Badger State Highway Equipment, Inc., Antigo International Inc., and Antigo MHB Breakers Ltd. (collectively, “Antigo” or “Defendants”). The “Data Breach” means the cyberattack Antigo experienced between June 1 and June 6, 2025, in which cybercriminals potentially accessed files containing the Private Information of current, former, and prospective employees.

You are a Settlement Class Member if your Private Information was potentially accessed in the Data Breach. Antigo began mailing notices to potentially affected individuals on October 31, 2025.

GENERAL INSTRUCTIONS

If you are a Settlement Class Member, you are eligible to complete this Claim Form to request reimbursement for documented out-of-pocket losses and lost time fairly traceable to the Data Breach. Settlement Class Members may request compensation for up to 5 hours of lost time at \$25.00 per hour. Compensation for out-of-pocket losses and lost time is subject to a combined maximum of \$3,000.00 per person and an aggregate maximum of \$200,000.00. If claims for out-of-pocket losses and lost time exceed \$200,000.00, all individual claims will be reduced pro rata so that the aggregate maximum is not exceeded. In the alternative to documented losses and lost time, Settlement Class Members may request an Alternative Cash Payment of \$100.00. Separately, and without submitting this Claim Form, all Settlement Class Members automatically will have received a code on their Notice to activate two (2) years of free three-bureau credit monitoring.

Please read the Claim Form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim. This Claim Form can be completed and submitted with the required documentation on the Settlement Website at **[Settlement Website]** or mailed to the address below. **Claim Forms must be submitted online or postmarked on or before [CLAIMS DEADLINE].** Please legibly print all requested information, in blue or black ink. Documentation provided in support of your claim will not be returned; please retain copies of your documents for your personal records.

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name	Last Name	
Mailing Address		
City	State	Zip Code

Email Address	Telephone Number

II. PROOF OF CLASS MEMBERSHIP

Enter the Notice ID printed above your name and address on your mailed Notice. (If you received an email notice, enter the Claimant ID shown on that notice.)

Notice ID / Claimant ID Number

III. CREDIT MONITORING

All Settlement Class Members will have automatically received a code to activate 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 [\[Settlement Website\]](#). **You do not need to submit this Claim Form to receive credit monitoring.**

IV. ALTERNATIVE CASH PAYMENT

Complete this section of the Claim Form if you are a Settlement Class Member and are seeking the \$100.00 Alternative Cash Payment in the alternative to documented out-of-pocket losses and lost time. No documentation is required.

- ☐ I attest and affirm to the best of my knowledge and belief that I am a Settlement Class Member and would like to claim the \$100.00 Alternative Cash Payment.

V. DOCUMENTED OUT-OF-POCKET LOSSES

Complete this section of the Claim Form to be reimbursed for documented out-of-pocket losses you incurred as a result of the Data Breach between June 1, 2025 and the close of the claims period, up to a combined maximum of \$3,000.00 (including any lost time claimed in Section VI). Eligible 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 to substantiate your claim(s) and to show that out-of-pocket losses are fairly traceable to the Data Breach is required and must accompany your Claim Form. 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.

Out-of-Pocket Loss Description	Date	Dollar Amount	Supporting Documentation Description

Out-of-Pocket Loss Description	Date	Dollar Amount	Supporting Documentation Description

To qualify for reimbursement, documentation must be provided for each claimed loss listed above. Self-prepared documents, by themselves, are insufficient.

VI. LOST TIME

If you spent time in connection with efforts to remedy issues fairly traceable to the Data Breach, you may be eligible to receive reimbursement for up to five (5) hours of time (calculated at \$25.00 per hour, a maximum amount of \$125.00). Lost Time is included within the \$3,000.00 combined cap in Section V. Please state the precise number of hours you have expended.

☐ I attest and affirm under penalty of perjury that I spent _____ hours (up to 5) responding to issues related to the Data Breach, at the rate of \$25.00 per hour.

Brief description of the action(s) you took:

VII. PAYMENT SELECTION

Please select **one** payment method for receipt of any Settlement payment to which you are determined eligible:

☐ **PayPal** - Enter your PayPal account email address:

☐ **Venmo** - Enter your Venmo account mobile number: ____ - ____ - ____

☐ **Zelle** - Enter your Zelle mobile number or email address:

Mobile Number: ____ - ____ - ____ or Email Address:

☐ **Virtual Prepaid e-Mastercard** - Enter your email address:

☐ **Physical Check** - Payment will be mailed to the address provided above.

YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT

INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

IX. ATTESTATION & SIGNATURE

I verify and affirm that the information I have supplied in this Claim Form is true and correct, to the best of my knowledge and belief, and that this form was executed on the date set forth below. If I am claiming reimbursement, I attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Breach. Notarization is not required.

Signature	Printed Name	Date

PLEASE MAKE SURE YOUR CLAIM FORM IS COMPLETE, SIGNED, AND INCLUDES DOCUMENTATION TO SUPPORT ANY MONETARY LOSSES BEING CLAIMED.

**THE CLAIM FORM MUST BE POSTMARKED FOR MAIL
OR SUBMITTED ONLINE ON OR BEFORE [CLAIMS DEADLINE].**

EXHIBIT B

From: [Settlement Email Address]

To: <<class_member_email>>

Subject: NOTICE OF PROPOSED CLASS ACTION

Claimant ID: <<secondary_id_number>>

Full Name: <<full_name>>

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

If your personal information (“Private Information”) was potentially accessed in the data breach that Antigo Construction, Inc. and its related companies (“Antigo” or “Defendants”) experienced between June 1 and June 6, 2025, you may be eligible to participate in a proposed class action settlement.

A proposed settlement has been reached in a class action lawsuit against Antigo, *Kubacki v. Antigo Construction, Inc.*, Case No. 2026CV000035, pending in the Wisconsin Circuit Court for Langlade County. The lawsuit asserts claims against Antigo related to a data breach that occurred between June 1 and June 6, 2025, in which an unauthorized party may have accessed files containing Private Information. Antigo denies any wrongdoing or liability, and the Court has not decided who is right. If you are a Settlement Class Member, your legal rights and options are described in this Notice.

WHO IS A CLASS MEMBER?

The Settlement Class includes all persons whose Private Information was potentially accessed in the Data Breach. The Settlement Class specifically excludes: (1) Antigo and its parents, subsidiaries, affiliates, officers and directors, and any entity in which Antigo has a controlling interest; (2) all persons who timely and validly exclude themselves from the Settlement Class; (3) the attorneys representing the parties; (4) the judges assigned to the case and their immediate family members; and (5) any person found by a court to be criminally responsible for the Data Breach.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Class Members may submit a Claim Form for the following compensation:

- **Compensation for Documented Losses and Lost Time** — reimbursement of actual, documented, unreimbursed out-of-pocket losses fairly traceable to the Data Breach, plus compensation for lost time at \$25.00 per hour for up to 5 hours (\$125.00 maximum), up to a combined total of \$3,000.00 per person; **OR**
- **Alternative Cash Payment** — a flat payment of \$100.00, with no documentation required, instead of documented losses and lost time.

The total amount available for Documented Losses and Lost Time is subject to an aggregate cap of \$200,000.00, and payments in those categories may be reduced on a pro rata basis if valid claims exceed that amount.

Credit Monitoring: Without submitting a Claim Form, you are receiving an activation code below for two (2) years of free three-bureau credit monitoring. 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. Your code must be used within 180 days of the date this notice was mailed. More information is available on the Settlement Website at [Settlement Website].

ACTIVATION CODE: <<activation_code>>

Claim Forms must be submitted by **[CLAIMS DEADLINE]**.

Claim filing is available at: **[Settlement Website]**.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for settlement compensation, you must timely complete and submit a Claim Form by **[CLAIMS DEADLINE]**, online at **[Settlement Website]** or returned to the Settlement Administrator at *Antigo Data Breach Settlement, c/o Atticus Administration*, PO Box 64053, St. Paul, MN 55164, or by email at **[Settlement Email Address]**.

Request Exclusion. You may exclude yourself from the settlement and retain your ability to sue Antigo on your own by mailing a written, signed request for exclusion to the Settlement Administrator that is postmarked no later than **[OPT-OUT DATE]**. You must submit your request individually; mass or class opt-outs are not permitted. You cannot receive benefits if you opt out. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the settled claims.

Object. If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than **[OBJECTION DATE]**, and provide the reasons for the objection. Please visit the Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive compensation from the settlement and you will lose the right to sue regarding any issues relating to this litigation.

Attend the Final Fairness Hearing. The Court will hold a Final Fairness Hearing on **[HEARING DATE]** at **[TIME]** in **[COURTROOM]**, Wisconsin Circuit Court for Langlade County, 800 Clermont Street, Antigo, Wisconsin 54409. All persons who timely object to the settlement as described in the Settlement Agreement may appear at the Final Fairness Hearing.

More information about all these options is available at **[Settlement Website]**.

Who Represents the Settlement Class? The Class is represented by Nickolas J. Hagman, CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP, whose contact information can be found in the Long Form Notice available online at **[Settlement Website]**.

QUESTIONS? Visit the Settlement Website or contact the Settlement Administrator at *Antigo Data Breach Settlement, c/o Atticus Administration*, PO Box 64053, St. Paul, MN 55164, by email at **[Settlement Email Address]**, or call **[1-XXX-XXX-XXXX]**.

EXHIBIT C

**NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT**

Kubacki v. Antigo Construction, Inc.
In the Wisconsin Circuit Court for Langlade
County
State of Wisconsin
Case No. 2026CV000035

The Court authorized this Notice.
This is not a solicitation from a lawyer.

If your Private Information was potentially
accessed in the Data Breach Antigo
experienced between June 1 and June 6,
2025, you may be eligible for benefits.

[QR CODE]

ANTIGO DATA BREACH SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST. PAUL, MN 55164

<<barcode txt>> - <<SEQ_ID>>

Notice ID: <<SecondaryID>>

<<FULL NAME>>

<<ADDRESS>>

<<ADDRESS 2>>

<<CITY>> <<ST>> <<ZIP>>

What is this about? This Notice is being sent to inform you that a Settlement has been reached in the lawsuit, *Kubacki v. Antigo Construction, Inc.*, Case No. 2026CV000035, pending in the Wisconsin Circuit Court for Langlade County, State of Wisconsin. The lawsuit arises from a data breach Antigo Construction, Inc. and its related companies ("Antigo" or "Defendants") experienced between June 1 and June 6, 2025, in which files containing personal information may have been accessed (the "Data Breach"). Antigo denies the claims and any wrongdoing and liability in connection with the allegations in the Lawsuit.

Who is included? The Settlement Class includes all persons whose Private Information was potentially accessed in the Data Breach.

What are my options? To receive payment, you must submit a Claim Form by **[CLAIMS DEADLINE]**. There is a tear-off Claim Form attached to this postcard, and an electronic Claim Form can be found on the website **[Settlement Website]**. If you do not want to be legally bound by the Settlement, you must Opt-Out by **[OPT-OUT DATE]**. If you want to object to the Settlement, you must file an objection by **[OBJECTION DATE]**. The Long-Form Notice available on the Settlement Website explains how to submit a Claim Form, Opt-Out, or Objection.

What will I receive? Under the proposed Settlement, Class Members may submit claims by **[CLAIMS DEADLINE]** for the benefits below. Compensation will only be provided if the Court approves the Settlement, and the Claim Form is valid and timely.

- (1) Documented Out-of-Pocket Losses and Lost Time: up to a combined total of \$3,000.00 per Class Member for documented losses fairly traceable to the Data Breach, including lost time of up to five (5) hours at \$25.00 per hour, but if the combined total for all claims for documented losses and lost time exceeds \$200,000.00, all claims will be reduced pro rata so combined total does not exceed \$200,000.00;
- (2) Alternative Cash Payment: in lieu of the above, a one-time \$100.00 cash payment; and
- (3) Credit Monitoring: two (2) years of free three-bureau credit monitoring. Without submitting a Claim Form, you are receiving an activation code below; to enroll within 180 days of the date this notice was mailed, visit <https://app.idx.us/account-creation/protect> or call 1-833-788-9712.

ACTIVATION CODE: <<activation_code>>

More information on these benefits can be found in the Settlement Agreement online at **[Settlement Website]**.

How do I file a claim? If you are a Class Member you may complete the Claim Form attached to this Notice and return it by mail, or submit an online Claim Form at **[Settlement Website]**. You will need the Notice ID printed on the reverse side of this postcard to file online.

What happens next? The Court will hold a Final Fairness Hearing on **[HEARING DATE]** to decide whether the Settlement is fair, reasonable, and adequate. You are not required to attend but may ask to speak at the hearing (at your own expense) if you wish.

More Information? Please do not contact the Court. Go to **[Settlement Website]** or call **[1-XXX-XXX-XXXX]**.

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M

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

Kubacki v. Antigo Construction, Inc.Claims must be filed by **[CLAIMS DEADLINE]**

NAME: FULL NAME ADDRESS CITY STATE ZIP

File Online at **[Settlement Website]**

☐ **Reimbursement of Documented Losses:** You may submit a claim for actual, out-of-pocket monetary losses arising from the Data Breach, up to a combined total of \$3,000.00 (including any Lost Time), if (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss is fairly traceable to the Data Breach; (3) the loss was incurred on or after June 1, 2025; (4) the loss is not also claimed as Lost Time; and (5) you made reasonable efforts to avoid or seek reimbursement for the loss. Documentation is required and must be submitted with this Claim Form, whether submitted online, mailed in, or emailed to **[Settlement Email Address]**.

☐ **Lost Time:** You may submit a claim for attested lost time, up to five (5) hours at \$25.00/hour.

☐ I attest that I spent _____ hours related to mitigating the effects of the Data Breach.

Brief description of the actions you took _____

Credit Monitoring: You do not need to submit a Claim Form for credit monitoring. Your activation code for two (2) years of free three-bureau credit monitoring is printed on the notice portion of this postcard.

☐ **Alternative Cash Payment:** \$100.00 cash payment in lieu of reimbursement for Documented Losses and Lost Time. YOU CANNOT CHECK THIS BOX IF YOU HAVE REQUESTED REIMBURSEMENT OF DOCUMENTED LOSSES OR LOST TIME.

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my knowledge and belief, and that this form was executed on the date set forth below.

r d r

EXHIBIT D

**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

*IS IS A C A I D IC . I IS A IC A A S I
A AI S AS ICI A I MA A .*

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 (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 [CLAIMS DEADLINE]	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 still received a credit monitoring activation code with your Notice.
SUBMIT A WRITTEN EXCLUSION REQUEST BY [OPT-OUT DATE]	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 [OBJECTION DATE]	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 [HEARING DATE]	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.

. 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 Subacki ("Representative Plaintiff"). The companies being sued are Antigo Construction, Inc. and its related entities.

. 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.

. 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

. 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.

. 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 [\[Settlement Website\]](#). This benefit is in addition to any payment under the options above.

. 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 [\[Settlement Website\]](#).

Your Options as a Settlement Class Member

. 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 [\[CLAIMS DEADLINE\]](#). If you do not want to give up your right to sue, you must Opt-Out by [\[OPT-OUT DATE\]](#) (see question 13). If you object to the Settlement, you must remain in the Settlement Class and submit a written objection by [\[OBJECTION DATE\]](#) (see question 16). You must still submit a Claim Form to receive benefits.

1 . 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 [\[Settlement Website\]](#). 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 [\[Settlement Email Address\]](#), or by mail to:

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

1 . 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.

1 . 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 **[OPT-OUT DATE]** and mailed to the Settlement Administrator at:

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

1 . 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.

1 . 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 start or be part of any other lawsuit relating to the claims in this case.

1 . 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 **[OBJECTION DATE]**, 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 **[OBJECTION DATE]**, 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

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

The Court will hold a Final Fairness Hearing on **[HEARING DATE]** at **[TIME]** at the Wisconsin Circuit Court for Langlade County, **[COURTROOM]**, 800 Clermont Street, Antigo, Wisconsin 54409, 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 **[Settlement Website]** for updates.

1 . 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.

1 . 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.

. 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.

1. 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.

. 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.

. 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.

. 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

. What if I want further information or have questions?

For additional information, please visit **[Settlement Website]**. 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

[Settlement Email Address]

Toll-free: **[1-XXX-XXX-XXXX]**

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

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
