

EXHIBIT A

EXHIBIT A

CLAIMS PROGRAM TO BE ADMINISTERED BY GKN

ESTABLISHMENT AND PURPOSE

GKN Aerospace Transparency Systems, Inc. ("GKN") shall establish and fund a claims program (the "CLAIMS PROGRAM" or "PROGRAM") to pay losses incurred by eligible individuals and businesses arising from the May 21, 2026 incident at GKN's Garden Grove, California facility (the "INCIDENT") and ensuing evacuation orders issued by the City of Garden Grove and the Orange County Fire Authority effective during the time period May 21, 2026 to May 26, 2026.

The purpose of the PROGRAM is to compensate eligible individuals and businesses for the damages they suffered from the INCIDENT. GKN has engaged an independent third-party CLAIMS ADMINISTRATOR to develop, evaluate and resolve claims for losses submitted under this PROGRAM. The CLAIMS PROGRAM shall be administered in accordance with the terms set forth herein.

GKN has also engaged United States District Judge Andrew Guilford (Retired), to act as the independent SPECIAL MASTER to supervise and resolve any disputes under this PROGRAM.

Both the CLAIMS ADMINISTRATOR and the SPECIAL MASTER are authorized to act independently to ensure the purpose of the PROGRAM is satisfied, while taking reasonable steps to deter any potential fraud on the PROGRAM.

GKN shall pay all losses associated with the CLAIMS PROGRAM, including the reasonable costs and expenses of the CLAIMS ADMINISTRATOR, the SPECIAL MASTER, and any offers of settlement made pursuant to the PROGRAM. For clarity, the maximum GKN will pay pursuant to offers made to CLAIMANTS will be one hundred million dollars (\$100,000,000). All costs of the CLAIMS ADMINISTRATOR and SPECIAL MASTER will be paid by GKN and will not reduce the \$100,000,000 available to eligible individuals and businesses under the program.

DEFINITIONS

Incorporation by Reference

The definitions included in the Final Judgment are incorporated herein unless otherwise specified.

Specific Definitions

"APPROVED PAYMENT" shall mean once an offer to a CLAIMANT has been accepted by the CLAIMANT and the CLAIMANT, if required by GKN, has executed a full release of all past, present, and future claims against GKN and related persons and entities relating to the INCIDENT. GKN guarantees all APPROVED PAYMENTS shall be paid to the CLAIMANT.

EXHIBIT A

“AVAILABLE LANGUAGES” shall mean English, Korean, Spanish, and Vietnamese (including two dialects).

“CLAIM” shall mean a request submitted pursuant to the PROGRAM for losses.

“CLAIMS ADMINISTRATOR” shall refer to any firm that is retained to administer the PROGRAM. The CLAIMS ADMINISTRATOR shall be independent of GKN. Under no circumstances shall payment to the CLAIMS ADMINISTRATOR be contingent upon the administration, acceptance, or denial of any CLAIM.

“CLAIMANT” shall mean an individual, HOUSEHOLD, or ELIGIBLE BUSINESS pursuant to Section III below eligible to submit CLAIMS in the PROGRAM and who actually submits a CLAIM in the PROGRAM.

“CLAIMS INTAKE PERIOD” shall mean (a) the period of time from October 19, 2026 to April 19, 2027, or (b) until \$100,000,000 in CLAIMS are APPROVED PAYMENTS, whichever occurs first. If the Court has not approved the Final Judgment before October 19, 2026, then the period of time in item (a) above shall be modified to begin two weeks after court approval of the Final Judgment and to terminate six months later.

“CLAIMS PROGRAM PERIOD” shall mean the period of time from the beginning of the CLAIMS INTAKE PERIOD until either of the following occurs: (a) \$100,000,000 in CLAIMS are APPROVED PAYMENTS and have been paid; or (b) the Dispute Process set forth in Section V of this document has been completed as to all CLAIMANTS whose CLAIMS were received during the CLAIMS INTAKE PERIOD.

“ELIGIBLE BUSINESSES” shall have the definition in Section III.B. below.

“EVACUATION” shall mean the evacuation of individuals and businesses in the EVACUATION ZONE during the EVACUATION PERIOD.

“EVACUATION PERIOD” shall mean the lesser of (a) the specific time periods during which the Orange County Fire Authority ordered businesses and residences to evacuate from the EVACUATION ZONE during the INCIDENT, or (b) the time period between May 21, 2026 and May 26, 2026.

“EVACUATION ZONE” shall mean the specific geographic areas ordered to be evacuated during the specific EVACUATION PERIODS specified in the Orange County Fire Authority evacuation orders. For avoidance of doubt, the EVACUATION ZONES and EVACUATION PERIODS were modified multiple times by the Orange County Fire Authority between May 21, 2026 and May 26, 2026. The EVACUATION ZONES as they existed during the various points in the EVACUATION PERIOD are attached as Exhibit A-1 and are incorporated herein by reference.

EXHIBIT A

“HOUSEHOLDS” shall mean persons who resided in the same housing unit as their usual place of residence in the EVACUATION ZONE immediately prior to the EVACUATION PERIOD and were displaced by the EVACUATION.

“INCIDENT” means the hazardous-material incident that began on May 21, 2026, at the FACILITY that led to the issuance of evacuation orders in effect between May 21-26, 2026 imposed by the City of Garden Grove and the Orange County Fire Authority.

“LOST PROFITS” shall mean the amount of profits an ELIGIBLE BUSINESS would have earned during the EVACUATION PERIOD from any business operations located in the EVACUATION ZONE as determined under this PROGRAM, up to a maximum of \$5,000 per day per ELIGIBLE BUSINESS.

“PEOPLE” shall refer to Plaintiff, the People of the State of California as represented by the Orange County District Attorney’s Office. The PEOPLE are not a party to the adjudication of this CLAIMS PROGRAM and have no role in this process except as set forth in paragraphs 1, 2 and 3 of Section IV(C).

“SPECIAL MASTER” shall refer to United States District Judge Andrew Guilford (Retired), any replacement to Judge Guilford, or any person working at his or her direction to supervise and resolve disputes under the PROGRAM.

ELIGIBILITY

Eligible Individuals and HOUSEHOLDS

The following individuals and HOUSEHOLDS shall be eligible to submit CLAIMS under the PROGRAM. No individual or HOUSEHOLD may recover more than once for the same loss. Claims submitted on behalf of a HOUSEHOLD shall be the exclusive means of recovering HOUSEHOLD-level benefits.

Individuals whose usual place of residence was within the EVACUATION ZONE during all or part of the EVACUATION PERIOD and were displaced by the EVACUATION. Individuals must specify in their submission the number of individuals they resided with immediately prior to the EVACUATION PERIOD.

HOUSEHOLDS whose usual place of residence was within the EVACUATION ZONE during all or part of the EVACUATION PERIOD and were displaced by the EVACUATION, provided that when submitting a CLAIM as a HOUSEHOLD, all individuals within the HOUSEHOLD must individually agree in writing to all of the terms and conditions in the CLAIM and any offer made pursuant to the CLAIM. In the case of

EXHIBIT A

minors, a custodial parent or legal guardian can execute an agreement on their behalf.

Eligible Businesses

A business that maintained a physical business location within the EVACUATION ZONE which was evacuated during the EVACUATION PERIOD ("ELIGIBLE BUSINESS") shall be eligible to submit CLAIMS under the PROGRAM. For purposes of this PROGRAM, an ELIGIBLE BUSINESS includes an owner of a multifamily property that incurred losses as a result of the INCIDENT pursuant to Civil Code section 1941.9(b) when they (i) provided prorated refunds of prepaid rent to eligible individuals or HOUSEHOLDS whose usual place of residence was within the EVACUATION ZONE during all or part of the EVACUATION PERIOD and were displaced by the EVACUATION and/or (ii) provided deductions for such eligible individuals or HOUSEHOLDS in the following month's rent.

CLAIMANTS

Any individual, HOUSEHOLD, or ELIGIBLE BUSINESS under the definitions above shall be entitled to submit CLAIMS under the PROGRAM.

Any CLAIMANT may submit a CLAIM on their own, or through an attorney. Any attorney submitting a CLAIM on behalf of a CLAIMANT must submit adequate documentation establishing their representation of the CLAIMANT. CLAIMANTS are solely responsible for any fees or expenses owed to their attorney.

CLAIMS SUBMISSION AND ADMINISTRATION

Intake

The CLAIMS ADMINISTRATOR shall establish a mechanism for CLAIMANTS to submit CLAIMS under the PROGRAM. The CLAIMS ADMINISTRATOR shall ensure that the mechanism for submitting CLAIMS contains the following features:

The ability to submit CLAIMS online during the entire CLAIMS INTAKE PERIOD.

The ability to submit CLAIMS in person at a business location within or convenient to the EVACUATION ZONE during the CLAIMS INTAKE PERIOD.

Written instructions for submitting CLAIMS will be made available in the AVAILABLE LANGUAGES.

An operational website that remains available during the entire CLAIMS PROGRAM PERIOD that provides information regarding the PROGRAM.

At least 5 informational events in the EVACUATION ZONE to provide

EXHIBIT A

information about the CLAIMS PROGRAM and to assist potential CLAIMANTS to submit CLAIMS. All community events shall include interpretation services in the AVAILABLE LANGUAGES.

Required Documentation

CLAIMANTS shall submit the following with any CLAIM:

A valid form of identification for adult claimants (e.g. driver's license, state issued I.D. card, passport, military service or military dependent I.D. card, alien registration card, or student I.D.) to be used for the sole purpose of determining whether the CLAIMANT meets the criteria specified in the CLAIMS PROGRAM as set forth in Section III;

Valid proof of residency (e.g. utility or cellular phone bill, rental/lease agreement, mortgage bill, property tax bill, bank statement, pay stubs, school records, employment records) as their usual place of residence or business operations within the EVACUATION ZONE during all or part of the EVACUATION PERIOD;

For individuals and HOUSEHOLDS, evidence of, and a representation identifying, all individuals living in their HOUSEHOLD;

For ELIGIBLE BUSINESSES, adequate documentation establishing that the signatories have authority to sign for and bind the ELIGIBLE BUSINESS;

Documentation listed in Sections D and E below;

Documentation showing that the CLAIMANT evacuated when ordered and the length of time they were evacuated. Only those CLAIMANTS who actually evacuated when ordered shall be eligible for payment under the PROGRAM;

Documentation or an attestation by the CLAIMANTS that they have not already received reimbursement for any losses incurred as a result of the INCIDENT. If a CLAIMANT has received previous partial reimbursement and is seeking additional reimbursement as allowable by the CLAIMS PROGRAM, the CLAIMANT must provide documentation or an attestation of that previous partial reimbursement. This includes a CLAIMANT who is a renter whose usual place of residence was within the EVACUATION ZONE during all or part of the EVACUATION PERIOD and was displaced by the EVACUATION and received either a pro-rated refund of their rent or a rent deduction from their landlord or apartment management company; and

The CLAIMANT's preference for the AVAILABLE LANGUAGE to be used in any offer made pursuant to the CLAIM.

EXHIBIT A

The CLAIMS ADMINISTRATOR may request reasonable additional documents necessary to administer the CLAIM, including information for tax reporting purposes (which, for avoidance of doubt, will not be required for PROGRAM eligibility).

The CLAIMS ADMINISTRATOR may request the following additional documentation from ELIGIBLE BUSINESSES as evidence of LOST PROFITS: proof of ownership of business (including documentation evidencing all of the owners or control persons of the business), business license, filed 2025 income tax returns, credible books and records from periods immediately before or after the EVACUATION PERIOD, and other documentation reasonably requested by the CLAIMS ADMINISTRATOR.

Confidentiality and Anti-Fraud Provisions

The information obtained by the CLAIMS ADMINISTRATOR and SPECIAL MASTER shall not be provided to any governmental agency, including the PEOPLE, unless there is an allegation of fraud pursuant to this section or as required by law. If the CLAIMS ADMINISTRATOR or SPECIAL MASTER receives a subpoena or other demand for information seeking documents regarding the CLAIMS PROGRAM, unless otherwise prohibited by law or court order, they shall promptly inform GKN and the PEOPLE. GKN and the PEOPLE shall be entitled to seek relief from this Court to protect the confidentiality of the information being sought, and may file requests for such relief under seal if either of them deem it necessary.

The information obtained by the CLAIMS ADMINISTRATOR and SPECIAL MASTER shall be used solely for the purpose of processing CLAIMS in the CLAIMS PROGRAM and not for any other purpose, except that: (a) GKN shall be entitled to information from the CLAIMS ADMINISTRATOR and SPECIAL MASTER to the extent requested or required by GKN's insurers and for GKN's financial planning; (b) GKN, the CLAIMS ADMINISTRATOR and the SPECIAL MASTER are entitled to report any suspected fraud to the PEOPLE; and (c) the CLAIMS ADMINISTRATOR may produce information to tax authorities or other governmental agencies to the extent required by law.

Unless otherwise required by law or further order of the Court, the CLAIMS ADMINISTRATOR and SPECIAL MASTER shall destroy information received in the PROGRAM seven (7) years after the termination of the CLAIMS PROGRAM PERIOD.

The CLAIMS ADMINISTRATOR may inform CLAIMANTS of the following: "any false or misleading statements made in the CLAIMS PROGRAM may violate applicable law and subject the CLAIMANTS to legal liability."

Losses for Individual and HOUSEHOLD CLAIMANTS

Individual and HOUSEHOLD CLAIMANTS shall be entitled to payments for the following losses upon the submission of the following documentation.

Category	Amount	Documentation Required
Lodging	Up to \$300 per night	1. Hotel folio, bill, invoice, or itemized receipt

EXHIBIT A

	per necessary lodging for up to 5 nights (subject to review for expenses exceeding \$300 per night)	2. For CLAIMANTS submitting CLAIMS for more than one unit of lodging, proof that the number of hotels, hotel rooms, or other lodging was necessary. 3. For any CLAIMANT who paid more than \$300 per night for lodging due to the EVACUATION, reimbursement up to \$500 per night upon evidence that the lodging and expense were necessary, caused by the EVACUATION, and reasonable as determined by the CLAIMS ADMINISTRATOR, subject to review and standards set by the SPECIAL MASTER. 4. For any CLAIMANT who paid for lodging for more than 5 nights, additional reimbursement up to \$300 or \$500 per night as applicable upon evidence that the additional lodging was necessary due to extenuating circumstances, caused by the EVACUATION, and reasonable as determined by the CLAIMS ADMINISTRATOR, subject to review and standards set by the SPECIAL MASTER.
Transportation	For each HOUSEHOLD, transportation costs up to \$50 per day for up to 5 days with receipts and subject to review, or \$20 per day for up to 5 days with an attestation	1. Receipts or an attestation 2. Evidence that the transportation was necessary, reasonable, and caused by the EVACUATION 3. For any HOUSEHOLD that paid more than \$20 per day for transportation, reimbursement up to \$50 per day with receipts upon evidence that the expense was necessary, caused by the EVACUATION, and reasonable as determined by the CLAIMS ADMINISTRATOR, subject to review and standards set by the SPECIAL MASTER.
Meals	\$50 per day per individual for up to 5 days	Receipts or an attestation
Lost Wages	Actual losses for up to 8 working hours for up to 3 days at actual hourly rate with maximum of \$500 per day per individual	Employer letter, pay stubs, or equivalent documentation. Salaried employees and independent contractors are not eligible.
Loss of Use	\$500 flat amount per HOUSEHOLD	No additional documentation beyond a completed application. Covers loss of use of real property, including toiletries, clothing, pet care, animal boarding, and childcare costs.

Losses for ELIGIBLE BUSINESSES

EXHIBIT A

ELIGIBLE BUSINESSES submitting CLAIMS shall be entitled to LOST PROFITS caused by the EVACUATION of up to \$5,000 per each day the ELIGIBLE BUSINESS would have been open but was evacuated during the EVACUATION PERIOD. LOST PROFITS shall be determined by the CLAIMS ADMINISTRATOR based on evidence submitted, subject to review and standards set by the SPECIAL MASTER. LOST PROFITS shall be substantiated based on historical revenues, seasonal factors, comparable operating periods, and other information deemed reliable by the CLAIMS ADMINISTRATOR, subject to review and standards set by the SPECIAL MASTER. LOST PROFITS claimed by ELIGIBLE BUSINESSES shall be limited to losses falling within the EVACUATION PERIOD.

An exception to the \$5,000 limit for ELIGIBLE BUSINESSES shall apply to actual, documented losses incurred by owners of multifamily properties arising from the issuance of prorated refunds of prepaid rent to tenants who were required to evacuate and/or the provision of rent deductions to such tenants for the subsequent month as required by Civil Code section 1941.9(b). To qualify for this reimbursement exception, the owner of a multifamily property shall submit documentation identifying each recipient of a prorated refund or rent deduction. Such documentation shall include the recipient's name, address including unit number, and the amount provided to each recipient.

CLAIMS INTAKE PERIOD

The CLAIMS PROGRAM shall remain open and accept CLAIMS during the CLAIMS INTAKE PERIOD.

Documentation Requests and Objections

Within thirty (30) days of receiving documentation requests, the CLAIMANT shall comply with the request, submit an objection, or request an extension to the CLAIMS ADMINISTRATOR. This document request shall be made to the CLAIMANT in their preferred language from the AVAILABLE LANGUAGES. If the CLAIMANT fails to comply with the request, to submit an objection, or to request an extension within the 30-day period, the CLAIM shall be deemed withdrawn without prejudice to the CLAIMANT resubmitting the CLAIM during the CLAIMS PROGRAM PERIOD.

The CLAIMS ADMINISTRATOR shall consider any objection or request for extension in good faith, and any disputes regarding such objections shall be adjudicated under the supervision of the SPECIAL MASTER pursuant to Section V below.

Offers

Within seventy-five (75) days of receiving a CLAIM containing true, accurate, and complete support, the CLAIMS ADMINISTRATOR shall issue an offer to the eligible CLAIMANT. The CLAIMS ADMINISTRATOR shall use its independent judgment when making the offer.

The offer shall include the following in writing in English and the AVAILABLE LANGUAGE selected by the CLAIMANT when submitting the CLAIM:

EXHIBIT A

An explanation of the basis for the offer; and

A draft agreement containing all of the terms and conditions of the offer.

GKN shall be entitled to make all offers contingent upon the CLAIMANT executing a release of liability, in a format acceptable to GKN, relating to the INCIDENT in favor of GKN and its affiliates consistent with California Civil Code section 1542 and other applicable law. Where the CLAIMANT includes multiple individuals, each individual must separately execute a release of liability. In the case of minors, a custodial parent or legal guardian can execute a release on their behalf. In addition, GKN is entitled to condition any offer on the CLAIMANT dismissing any pending complaint and signing a release consistent with California law.

All offers shall remain open for a minimum of 30 days. If the CLAIMANT fails to accept or dispute the offer within such period, the offer shall expire without prejudice to the CLAIMANT resubmitting the CLAIM during the CLAIMS PROGRAM PERIOD regardless of whether the CLAIMS INTAKE PERIOD has expired.

Payment

Upon signed acceptance of an offer and the CLAIMANT's full release of all past, present, and future claims against GKN and related persons and entities relating to the INCIDENT, the payment will be an APPROVED PAYMENT. GKN shall then arrange for payment by check to the CLAIMANT within no more than thirty (30) days. This check shall be mailed to the address which the CLAIMANT listed as their current mailing address in their CLAIM.

A CLAIM shall be processed and funded in the order determined by the CLAIMS ADMINISTRATOR. No CLAIMANT shall have a right to payment unless and until a written offer and executed release has been issued and accepted and the payment has been approved.

DISPUTE RESOLUTION

The CLAIMS ADMINISTRATOR, working at the direction of the SPECIAL MASTER, shall establish a process for resolving disputes under the CLAIMS PROGRAM that contains the following features.

Scope of Review

A CLAIMANT shall be entitled to object to a determination made by the CLAIMS ADMINISTRATOR as reflected in any offer. Any such objections shall be reviewed pursuant to the procedures described below, and any other necessary procedures adopted by the SPECIAL MASTER that are not inconsistent with the terms and conditions in this document. The following items are not subject to review and may not be changed by the CLAIMS ADMINISTRATOR or the SPECIAL MASTER: (a) the limits established in Section IV.D and Section IV.E, and (b) the total amount available under the CLAIMS PROGRAM (i.e., the \$100,000,000 limit).

To have an objection processed, a CLAIMANT must first submit their objection to the

EXHIBIT A

CLAIMS ADMINISTRATOR for internal review. Only after this internal review process has been completed may a CLAIMANT bring their objection to the SPECIAL MASTER for the independent review process. Upon receiving the decision of the SPECIAL MASTER, the CLAIMANT may either accept the offer or reject it.

Internal Review

A CLAIMANT shall be entitled to submit an objection to an offer to the CLAIMS ADMINISTRATOR within thirty (30) days of receiving such offer. The objection shall be made in writing and shall explain the basis for the objection. The objection shall include any additional true, accurate, and complete documentation relevant to the consideration of the dispute.

The CLAIMS ADMINISTRATOR shall carefully and in good faith review such objections independently to determine whether the offer should be amended. The CLAIMS ADMINISTRATOR shall respond with its decision in writing to the CLAIMANT within thirty (30) days of receipt of the objection.

Independent Review

A CLAIMANT who remains dissatisfied with the Internal Review described above may submit an objection to the SPECIAL MASTER or any person designated by the SPECIAL MASTER working at his or her direction within thirty (30) days of receiving the decision from the CLAIMS ADMINISTRATOR's Internal Review described above. The SPECIAL MASTER shall design a process for Independent Review of such objections and may retain independent professionals to serve as adjudicators of such objections who shall work under the supervision of the SPECIAL MASTER. The objections shall be resolved pursuant to the terms and conditions set forth herein as well as any additional standards established by the SPECIAL MASTER that are not inconsistent with the terms and conditions herein. The SPECIAL MASTER may, but shall not be required to, individually adjudicate any objection.

If the SPECIAL MASTER determines it necessary, the SPECIAL MASTER may request input from GKN and/or the CLAIMANT regarding any disputes or issues that arise. The SPECIAL MASTER is the ultimate arbiter of any disagreements, uncertainties, or disputes regarding the terms and conditions of the PROGRAM, except that the SPECIAL MASTER shall not be authorized to exceed the limits in Sections IV.D and IV.E or to order GKN to make more than \$100,000,000 available for CLAIMANTS.

The PROGRAM shall be treated as fully reversionary, meaning that if the aggregate amount of approved CLAIMS after the end of the CLAIMS PROGRAM PERIOD is less than \$100,000,000, GKN shall not be ordered to make any additional payment.

NO PREJUDICE FOR PARTICIPATING IN CLAIMS PROGRAM

All CLAIMANTS shall retain the right to reject any offer and to pursue all legal rights against GKN or any other party at any time unless and until they accept an offer.

All materials submitted by or sent to CLAIMANTS through the PROGRAM, and all

EXHIBIT A

evidence and work product of the CLAIMS ADMINISTRATOR and SPECIAL MASTER in connection with the PROGRAM, shall be considered settlement communications pursuant to California Evidence Code Section 1152.

All CLAIMANTS shall be advised of their rights to pursue legal claims against GKN in pending civil litigation before executing a release.