

GKN AEROSPACE TRANSPARENCY SYSTEMS, INC

CLAIMS PROGRAM GUIDELINES

Introduction and Background

On May 21, 2026, a hazardous-material incident (the “Incident”) occurred at the GKN Aerospace Transparency Systems, Inc. (“GKN”) manufacturing facility in Garden Grove, California. The GKN Garden Grove facility manufactures specialized aerospace components, including aircraft windows, canopies, and transparency systems. The Incident triggered a large-scale emergency response with mandatory evacuations across multiple Orange County communities including Anaheim, Buena Park, Cypress, Stanton, and Westminster. The Incident impacted approximately 50,000 Garden Grove individuals and businesses that fell within the mandatory evacuation zone.

By May 26, 2026, evacuation orders were lifted, and authorities transitioned from emergency response activities to investigation, recovery, and evaluation of potential long-term impacts.

To begin the recovery process, GKN has established a claims program (“Claims Program,” or the “Program”) to resolve evacuation-related claims for eligible individuals, households, and businesses through a streamlined approach. The Program will operate for six (6) months or until \$100,000,000 in aggregate claims have been approved for payment, whichever occurs first, to provide direct payments to eligible claimants. Impacted eligible individuals, households, and businesses can submit claims through the Program for cost reimbursements including lodging, transportation, meals, lost wages, loss of use, and business interruption losses and expenses.

The Program is expected to process and disperse funds swiftly to eligible claimants. Additional details on the claims review process are outlined at a high level in this memorandum.

GKN Claims Program Guidelines

Purpose

The Claims Program is designed to support eligible individuals, households, and businesses impacted by the Incident that occurred on May 21, 2026. The Program will resolve claims for eligible claimants for expenses incurred for lodging, transportation, meals, lost wages, loss of use, and business losses as a result of the evacuation put in place as a result of the Incident.

The purpose of these Guidelines is to outline the framework that governs Program operations and the requirements and procedures for claims management. Participation in this Program is completely voluntary. Claimants retain all existing legal rights unless and until such time as any monetary offer is accepted. Acceptance of any offer will be subject to Claimants’ agreement to enter into a legally binding settlement agreement and release of all past, present, and future Incident-related claims against GKN and related persons and entities.

Summary of Claims Process

1. Filing for Compensation

Eligible claimants can apply online at GKNNGGClaimsProgram.com or at an in-person assistance center. Both methods of application are available in English, Korean, Spanish, and Vietnamese (including two dialects), with language interpreters being able to assist in claim submission onsite.

Compensation is intended to reimburse eligible Claimants for losses incurred as a result of the mandatory evacuation during the Evacuation Period.

2. Definitions

These specific definitions are incorporated herein unless otherwise specified.

“Claim” shall mean a request submitted pursuant to the Program for losses.

“Claims Administrator” shall refer to the firm that is retained to administer the Program.

“Claimant” shall mean an individual, Household (as defined below), or Eligible Business (as defined below), that submit Claims in the Program and who actually submits a Claim in the Program.

“Claims Intake Period” shall mean the (a) the period of time from October 19, 2026 to April 19, 2027, or (b) until \$100,000,000 in Claims are payments that are approved, 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 for payment and have been paid; or (b) the Dispute Process set forth in Section V of the Claims Program document approved by the Court has been completed as to all Claimants whose Claims were received during the Claims Intake Period.

“Eligible Business” shall mean a business that maintained a physical business location within the Evacuation Zone which was evacuated during the Evacuation Period. This 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.

“Eligible Property” shall mean a residential property within the Evacuation Zone.

“Evacuation” shall mean the evacuation of individuals and businesses in the Evacuation Zone during the Evacuation Period.

“Evacuation Period” shall mean the shorter of (a) the time period during which a Claimant was ordered by the Orange County Fire Authority to evacuate from their residence or business, or (b) the time period from May 21, 2026 to May 26, 2026.

“Evacuation Zone” shall mean the specific geographic areas ordered to be evacuated during the specific Evacuation Zones specified in the Orange County Fire Authority evacuation orders. See Appendix A for map of the Evacuation Zone.

“Households” shall mean persons who resided in the same housing unit as their usual place of residence in the Evacuation Zone during the Evacuation Period immediately prior to the Evacuation and were displaced by the Evacuation. An individual living alone shall be considered a Household for purposes of calculating reimbursement in Section V.

“Incident” shall mean the events occurring between May 21, 2026 and May 26, 2026 at the GKN facility in Garden Grove that led to the Evacuation.

“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.

“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.

3. Eligibility

Certain individuals, Households, and Eligible Businesses are eligible to submit claims under the Program, including:

- a. Individuals who resided within the Evacuation Zone as his or her usual place of residence during all or part of the Evacuation Period immediately prior to the Evacuation. Individuals must specify and attest in their submission, the number of individuals they resided with immediately prior to the Evacuation Period.
- b. Households who resided within the Evacuation Zone as their usual place of residence 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 minors, a custodial parent or legal guardian can execute an agreement on their behalf.

- c. Eligible Businesses, as defined above.

No individual may recover twice for the same loss. Claims submitted on behalf of a Household shall be the exclusive means of recovering Household-level benefits.

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.

4. **Eligible Costs**

Claimants are eligible for reimbursement of one or more of the categories below. Costs must be a direct result of Evacuation during the Evacuation Period.

Residents may be eligible for:

- a. **Lodging:** Expenses incurred at a hotel, an Airbnb stay, or any other similar type of expenses. Itemized receipts of the expenses incurred related to lodging are required at Claim intake.
- b. **Meals:** Meal expenses incurred by Claimants for meals purchased during the Evacuation. This includes any take-out or groceries purchased. Itemized receipts, other documentation, or an attestation may be required on Claim review.
- c. **Transportation:** Travel expenses related to the Evacuation or alternative commuting routes. Itemized receipts, other documentation, or attestation are required depending on the amount requested.
- d. **Lost Wages:** Lost wages refer to the loss of income sustained by Claimants who are employees paid on an hourly basis, and who could not work during a scheduled day of work of up to 8 working hours for up to 3 days during the Evacuation. Documentation evidencing employment prior to the Incident and evidence of any missed work/shift is required at Claim intake.

Businesses may be eligible for:

- a. **Business Interruption:** Business interruption refers to the Lost Profits by Eligible Businesses. Documentation evidencing historical business income and existence prior to the Incident is required at Claim intake.

5. **Reimbursement Calculation**

Reimbursement will be calculated based on the categories of loss outlined above and grouped into the following: Relocation, Lost Wages, Business Interruption, and Loss of Use.

Relocation compensation covers lodging and transportation expenses incurred. This reimbursement is calculated as set out below. The reimbursement is calculated as follows:

- a. **Lodging:** Households are eligible for reimbursement of up to \$300/night per necessary lodging for up to 5 nights. Per night rates up to \$500 per night or

additional nights will be considered upon evidence the lodging and expense were necessary, caused by the evacuation, and reasonable.

- b. **Meals:** Individuals are eligible for reimbursement of \$50/day per individual for up to 5 days.
- c. **Transportation:** Households are eligible for reimbursement of \$20/day for up to 5 days. Transportation costs up to \$50 per day will be considered upon evidence the expense was necessary and reasonable.

The Lost Wages Compensation covers lost income sustained as a result of the Evacuation. This reimbursement is calculated per individual.

Lost Wages: Individuals may be eligible for reimbursement of lost wages per scheduled workday during the Evacuation Period. This is limited to employees paid on an hourly basis. Individuals will be required to provide verification of lost shifts or hours as a result of the Evacuation. On verification of lost wages, compensation will be calculated at the Claimant's hourly wage rate for an up to 8-hour day for any shifts missed by the Claimant with a maximum of \$500/day per individual for up to 3 days.

The Business Interruption Compensation Amount covers Lost Profits sustained by Eligible Businesses. This reimbursement is calculated on a per Eligible Business basis.

Business Interruption: Eligible Businesses may be eligible for reimbursement of Lost Profits of up to \$5,000 per day as determined by the Claims Administrator based on documentation submitted. Business interruption will be calculated for each day the business was supposed to operate but was closed due to the Evacuation. 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.

Loss of Use: Households are eligible for \$500 per household to account for loss of use of real property, including toiletries, clothing, pet care, animal boarding, and childcare costs. Each Household is eligible for compensation, regardless of the compensation calculated for all other categories.

6. Review Process

a. Timeline of Review Process

Upon Program launch, Claimants can submit a Claim for six months from the date the Claims Program launches or until \$100,000,000 in Claims have been approved for payment, whichever occurs first. Where offers to claimants are to be made, these

will be made within seventy-five (75) days after requisite and complete documentation has been submitted by Claimants. Claimants will be notified via their preferred method of correspondence in their preferred language once all required and complete documentation has been submitted.

b. Review Process

The review process for each Claim is as follows:

- i. **Submit claim** – Claimants submit a Claim through one of the methods outlined above. During the Claim intake process, Claimants will be prompted to provide required documentation to support the Claim.
- ii. **Confirm eligibility** – The Claims Administrator will confirm eligibility by verifying the Claimant's identity and residency and/or physical business location is within the Evacuation Zone.
- iii. **Validate documentation** – Once Claim eligibility is confirmed, documentation validation begins. Each individual Claimant's residency along with itemized expenses or losses is reviewed and validated.
- iv. **Calculate offer** – Using the Program's standardized compensation methodology outlined in Appendix C, within seventy-five (75) days of receiving a Claim containing true, accurate, and complete support, the Claims Administrator will generate an offer for eligible Claimants.
- v. **Settlement** – The Claims Administrator will provide an explanation of the basis for the offer and a draft agreement containing all of the terms and conditions of the offer in writing in English and the Claimant's selected language when submitting a Claim. Claimants may accept the offer and sign the settlement agreement, appeal with added documents, or decline the offer within thirty (30) days. Participation in the Program is entirely voluntary. Claimants are not required to accept a Claims Program offer. If Claimants accept a Claims Program offer, Claimants will be required to sign a release dismissing any current litigation and forfeiting the right to participate or claim in a future litigation or settlement against GKN related to the May 21, 2026 incident.

Claimants are advised that there are multiple putative class actions and individual proceedings related to the May 21, 2026 incident that have been filed in Orange County Superior Court and the U.S. District Court for the Central District of California. Information about the lawsuits, including the case names and numbers, plaintiffs' counsel's names and contact information, the filing court(s) and the presiding judge(s), if available, and information about membership in the putative classes, is available on the Claims Program website at GKNGGClaimsProgram.com. Claimants are advised that if they were to proceed in litigation, such litigation, if successful, could result in a higher recovery to them than participating in this Claims Program.

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 Period regardless of whether the Claims Intake Period has expired. If the Claimant chooses to accept the offer, the Claimant will be prompted to sign a settlement agreement and release of claims, along with all individuals on the Claim.

- vi. **Issue payment** – On signed acceptance of a Program 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, GKN will arrange for payment by check to the primary Claimant who submitted the Claim within no more than thirty (30) days. The check will be mailed to the address which the Claimant listed as their current mailing address in their Claim.
- vii. **Close claim** – After payment is received, the Claim is considered closed by the Program.

7. **Dispute Resolution**

- a. **Claims Administrator Request for Additional Documentation:** Within thirty days (30) of receiving a request for additional documentation Claimants can comply with the request, formally submit an objection or request an extension to the Claims Administrator. A Claimant's objection must be made in writing and explain the basis for his or her objection. 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.

If the Claimant complies with the request, the Claimant should include any additional true, accurate, and complete documentation relevant to the consideration of the dispute.

- b. **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.
- c. 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.
- d. **Independent Review.** Within thirty (30) days of receiving the decision from the Claims Administrator's Internal 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. The Special Master shall design a process for Independent Review of such objections. A Claimant must submit an objection to Internal Review prior to requesting an Independent Review before the Special Master.

- e. For fairness and consistency, offers are non-negotiable and there shall be no additional appeal of a settlement offer outside of the Internal Review and Independent Review described above.

8. Legal Information and Disclosures

- a. Outstanding Litigation: Multiple putative class action and individual proceedings making claims related to the May 21, 2026 evacuation have been filed in Orange County Superior Court and the U.S. District Court for the Central District of California. All complaints filed to date can be found at the GKN Garden Grove Facility Community Updates website on the “Complaints” page (<https://www.gknngg.com/complaints>). The complaints include the case names and numbers, plaintiffs’ counsel’s names and contact information, the filing court(s) and the presiding judge(s), if available, and information about membership in the putative class.
- b. Settlement Agreement and Release of Claims: By submitting a Claim to the Program, a Claimant is seeking to resolve all claims arising out of or related to the Incident against GKN and all related persons and entities. Submission of a Claim alone does not release any legal rights (including the right to initiate or continue litigation while a Claim is being processed)—those rights remain intact until the Claimant accepts their Claims offer by executing a binding settlement agreement and a full release of all past, present, and future claims against GKN and related persons and entities related to the Incident, submitting those executed agreements to the Claims Administrator, and accepting payment from the 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 a Claims offer. Acceptance of an offer under the Program requires the Claimant to sign a full release, set forth in the settlement agreement and release, of all past, present, and future claims against GKN and related persons and entities arising out of or relating to the Incident at any point in the future. The release will also bind a claimant’s heirs, descendants, legatees, and beneficiaries, or, if a commercial entity, any predecessor, successor, or assign. The release of claims will bar any effort to assert further claims, file individual legal actions, or participate in any litigation or other legal proceeding against GKN and related persons and entities arising out of or relating to the Incident at any point in the future.

Until a final settlement agreement and release of claims form is executed, each Claimant retains all legal rights, including the right to initiate or continue litigation while their Claim is being processed. If a Claimant elects to accept the Claims offer, satisfies the conditions for payment set forth in the settlement agreement and

release of claims, and payment is made, the Claimant must dismiss with prejudice any litigation involving, and relinquish any claims against, GKN and related persons and entities arising out of or relating to the Incident pursuant to the terms in the settlement agreement and release of claims.

The decision as to whether to accept a Claims offer from the Claims Program is entirely the Claimant's decision. By submitting the executed settlement agreement and release of claims forms to GKN and cashing or depositing the claims offer check, a Claimant is accepting the Claims offer. If a Claimant seeks to reject the offer, they need do nothing.

The Claims Administrator calculates the Claims offer based on set criteria, as set forth in Appendix C. Claimants are advised that there are multiple putative class actions and individual proceedings related to the May 21, 2026 incident that have been filed in Orange County Superior Court and the U.S. District Court for the Central District of California. Information about the lawsuits, including the case names and numbers, plaintiffs' counsel's names and contact information, the filing court(s) and the presiding judge(s), if available, and information about membership in the putative classes, is available on the Claims Program website. Claimants are advised that if they were to proceed in litigation, such litigation, if successful, could result in a higher recovery to them than participating in this Claims Program.

The specific terms and scope of any settlement agreement and release of claims will be provided to Claimants in advance of their acceptance decision and will be reviewed by legal counsel prior to GKN Claims Program launch on October 19, 2026.

All materials submitted by or sent to Claimants through the Program, and all 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.

- c. No Admission of Liability: The GKN Claims Program is a settlement initiative offered to Claimants to provide a prompt and certain process for resolving disputed claims. The establishment of the GKN Claims Program and any payments made thereunder do not constitute, and shall not be construed as, an admission of liability, fault, or wrongdoing by GKN or any of its affiliates, officers, directors, employees, or agents. All rights, defenses and legal positions in pending and future litigation are fully reserved. This program is offered solely as a compromise and is intended to be protected under applicable laws.
- d. Governing Law: This Program and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

9. Appendix

- a. Appendix A – Evacuation Zone Map
- b. Appendix B – Documentation Requirements
- c. Appendix C – FAQ
- d. Appendix D – Illustrative Examples

Appendix A – Evacuation Zone Map

Placeholder – INTENTIONAL BLANK PAGE

Appendix B – Documentation Requirements

All Claimants, including Eligible Businesses, are required to provide the below documentation as part of the review process. All expenses must have been incurred during the Evacuation Period and as a result of the Evacuation.

1. Proof of Identity

All individuals are required to provide at least one (1) of the following forms of identification. Identification must be valid at the time of the submission:

- a. Driver's license
- b. State-issued identification card
- c. Passport or passport card
- d. Military service identification card
- e. Alien registration card
- f. Student identification card
- g. Original or Certified copy of birth certificate
- h. Permanent resident card
- i. Other state-issued identification

If a minor (under age 18 as of May 21, 2026) is included in the claim, at least 1 of the following forms of identification. Identification must be valid at the time of the submission:

- a. Driver's license
- b. State-issued identification card
- c. Passport or passport card
- d. Military dependent identification card
- e. Original or certified copy of birth certificate
- f. Permanent resident card
- g. Other state-issued identification
- h. Order or letters of guardianship

2. Proof of Residency

All individuals are required to provide at least two (2) of the following forms of residency showing the eligible property address as valid proof of residency:

- a. Driver's license issued before May 21, 2026
- b. State-issued identification issued before May 21, 2026
- c. Government correspondence issued in May 2026 (e.g., DMV, FTB, and IRS)
- d. For tenants, an executed lease agreement with a term greater than 30 days identifying all Claimant(s) as a Tenant of the Eligible Property during the month of May 2026
- e. Utility bill for May 2026 (electricity, gas, water, cellular phone, internet)
- f. Bank statement for May 2026 (may be redacted for personal identifying information, must show an eligible address)

- g. Insurance document for the month of May 2026 (medical, automobile, homeowners, renters)
- h. Mortgage or property tax bill for May 2026

3. Lodging Expense

Lodging documentation must state the Claimant(s) name and dates of the reservation. Below are additional guidelines based on the lodging type.

- a. Hotel – Hotel folio, bill, invoice, or itemized receipt; and proof of payment
- b. Airbnb / VRBO – Reservation confirmation or host invoice; and proof of payment

4. Meals

Receipts or attestation required at Claim intake.

5. Transportation

Attestation for \$20/day loss reimbursements required at Claim intake. If Claimant is seeking more than \$20/day, itemized receipts and documentation that the expense was necessary, caused by the evacuation, and reasonable also required.

6. Lost Wages

Employment documentation must include the place of employment, Claimant name and dates of employment. Claimants must be employed during the time of the Incident to be eligible. Below are additional guidelines.

- a. Employment established with at least one of the documents below.
 - i. Employment contract including the Claimant's name and date of employment
 - ii. Three consecutive pay stubs dated prior to May 21, 2026
 - iii. Other relevant proof of employment such as bank statements, employer verification letter on employer letterhead, or tax returns

7. Business Interruption

Business interruption documentation must establish business operations within the evacuation zone. Below are additional guidelines to establish business eligibility.

- a. Calculation of business losses, provide at least 2 of the following
 - i. Proof of net income for 2024 and 2025, such as audited income statements and/or financials prepared by an independent CPA
 - ii. Filed tax returns for 2024 and 2025
 - iii. Monthly profit and loss statements for 2026
 - iv. Other documentation evidencing business losses during the Evacuation Period
- b. The Claims Administrator may request the following additional documentation from Eligible Businesses as evidence of Los 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.