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~~July 24, 2025~~

FILED
Clerk of the Superior Court
AUG 22 2025
By: R. Day, Deputy

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**SUPERIOR COURT OF CALIFORNIA**
**COUNTY OF SAN DIEGO**

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|---|---|
| MARIA CORRAL, ROBERTO CORRAL, AND MIGUEL ESPINOZA, on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>NEW LEAF BIOFUEL, LLC AND BAKER COMMODITIES, INC.<br><br>Defendants. | Case No. 37-2022-00041841-CU-NP-CTL<br><br>Judge: Hon. Joel R. Wohlfeil<br>Dept.: C-73<br><br>**~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**<br><br>**IMAGED FILE**<br><br>Date Filed: October 18, 2022<br>Trial Date: None scheduled |

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT CLASS CERTIFICATION AND CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza's (collectively "Plaintiffs") unopposed Motion for Preliminary Approval of the proposed Class Action Settlement between Defendants New Leaf Biofuel, LLC and Baker Commodities Inc. (collectively "Defendants") and the proposed Settlement Class defined below (the "Class" or the "Settlement Class"). The parties to the Settlement respectfully request that the Court enter an order granting:

1) Preliminary Approval of the Settlement Agreement, finding that the Settlement is fair, reasonable, adequate, and the product of investigation, litigation, and arm's length negotiation;

2) Certification, for settlement purposes only, of the proposed Class and Subclass as further described below, and designating the Class Period as October 01, 2021 to December 31, 2023;

3) Appointing Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza as Settlement Class Representatives and appointing David Elliot of Elliot Law Office, PC as Settlement Class Counsel;

4) Appointing Apex Class Action, LLC ("Apex") as the Settlement Administrator;

5) Approving the proposed Notice of Settlement to the Class, including the proposed opt-out and objection procedures, as provided for in the Settlement Agreement attached as Exhibit 1 to the Elliot Declaration in Support of Settlement;

6) Directing the Settlement Administrator to distribute the Notice of Settlement to the Class as provided for in the Settlement Agreement within thirty (30) days of the Court's Order granting Preliminary Approval;

7) Setting a Final Approval Hearing at the Court's convenience, on _____2025 at 9:00 a.m. in Department C-73 of the Superior Court of the State of California, County of San Diego, before the Honorable Joel R. Wohlfeil.

Plaintiffs propose one Class with one Subclass. The Class and Subclass are defined as follows:

The Class is defined as: All persons 18 years of age or older residing at a residential property in the geographic area defined by the following addresses during the Class period, either by right

of ownership or with permission from the property owner, or under the terms of a valid lease or rental agreement in force during that time:

· Newton Avenue, all residential addresses between Sampson & South 26th Street;
(2200 to 2399 Newton Avenue, plus 2602 Newton which fronts on South 26th Street)

· Sicard Avenue, all residential addresses between Newton & South 26th Street;
(1025 to 1038 Sicard Avenue)

· National Avenue, all residential addresses on the south side of National between Sampson & South 26th Street;
(2200 to 2399 National Avenue, south side only, plus 2604 National (fronts on S. 26th))

· South 26th Street, all residential addresses between Boston Avenue and Sicard Street, on both sides of S. 26th;

· Sampson Street, all residential addresses between Newton Avenue and National Avenue, on the east side of Sampson Street only.

In addition, the Administrator will review the geographic area bounded by Sampson Street, Newton Avenue, Main Street, and South 26th Street included in the Class area for the possible presence of any legal residential units. Although this area is not considered residential and is not known to include any residential units, it is theoretically possible that one of the commercial properties in this area includes a legal incidental or accessory residential unit; if so, any lawful resident of that unit during the Class period would be a member of the Class. The Class Administrator will therefore ascertain this. Figure 1, Map of the Class Area, shown on Page 26 of Plaintiffs' Motion and attached as Exhibit 1 to the Elliot Declaration, shows the proposed Class Area.

The Subclass, identified as the Adjacent/Abutters Subclass (A/A Subclass), is comprised of all Class members who resided during the Class period at a residential address in one of the following street segments:

· Newton Avenue, addresses between 2266 Newton and 2336 Newton;

· Sicard Street, addresses between 1028 and 1038 Sicard.

Having reviewed and considered the parties' Settlement Agreement and the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Class Certification, the declarations filed in support, the pleadings and other papers on file in this action, the statements of counsel and the parties, and the terms and conditions of the proposed Settlement

Agreement, the Court makes the findings and grants the relief set forth below, preliminarily approving the settlement outlined in the Settlement Agreement upon the terms and conditions set forth in this Order and hereby orders that the motion is GRANTED, and further orders as follows:

NOW, THEREFORE, IT IS HEREBY ORDERED:

1) The Court preliminarily approves the settlement terms set forth in the Settlement Agreement as fair, reasonable, adequate, and the product of adequate investigation, hard-fought litigation, and arm's length negotiation, falling within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. The Settlement remains subject to final approval at the Final Approval Hearing provided for below.

2) The Court certifies for settlement purposes only the Class and Subclass as described above.

3) The Court appoints for settlement purposes only Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza as Class Representatives.

4) The Court appoints David Elliot of Elliot Law Office, PC as Settlement Class Counsel for settlement purposes only.

5) The Court appoints Apex Class Action ("Apex") as Class Administrator.

6) The Court approves the form of notice attached as Exhibit 2 to the Elliot Declaration, and directs Apex to mail the notice to class members by First Class U.S. Mail within 30 days of this Order. The Court finds that the proposed form and method of notice is the best practicable under the circumstances and, when completed, shall provide due and sufficient notice of the Settlement and of the final approval hearing and complies fully with the requirements of the California Rules of Court, the California Code of Civil Procedure, the United States Constitution, and any other applicable law. The parties may make non-substantive edits to the notice without court approval.

7) A hearing (the "Final Approval Hearing") shall be scheduled to be held before this Court on 12-19, 2025 at 9:00 a.m. in Department C-73 of the above-captioned Court to determine:

a. Whether the terms set forth in the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class;

b. Whether the Final Approval Order, as provided for in the Settlement Agreement, should be entered granting final approval of the Settlement; and

c. The amount of attorneys' fees, costs, Administrator's expenses, and Plaintiffs' incentive awards should be distributed from the Common Fund to Class Counsel, the Settlement Administrator, and the Class Representatives.

The Court may adjourn, vacate, or continue the Final Approval Hearing without further notice to the Settlement Class Members;

8) Any member of the Settlement Class who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement Agreement, may request exclusion from the settlement in this Action by first class mail, personally signed, and stating unequivocally that he/she wishes to be excluded from this class action settlement. Any request for exclusion must be mailed to Class Counsel, Defendant's Counsel, or the Settlement Administrator and postmarked on or before seventy-five (75) days after the Order granting Preliminary Approval. Any member of the Settlement Class who chooses to be excluded and who provides the required information will not be bound by any judgment entered in connection with this Settlement. A list of persons who requested exclusion shall be filed with the Court before the date of the Final Approval Hearing.

9) Any member of the Settlement Class who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Final Approval Hearing. The names of all persons timely submitting valid Requests for Exclusion shall be provided to the Court.

10) Any member of the Settlement Class who desires to object to the Settlement must file any objections and all papers in support of such objections with the Court in the time set forth in the Notice, which shall be no later than seventy-five (75) days after the Court's Order granting Preliminary Approval. All such written objections shall be

served on Class Counsel. The filing of any objection will not extend the time within which a member of the Settlement Class may file a request or exclusion from the Settlement. To state a valid objection to the Settlement, an objecting Class Member must provide to the Settlement Administrator the following information in his or her written objection: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) provide copies of any other documents that the objector wishes to submit in support of his/her/its position; (v) the name and contact information for all counsel representing the objector; and (vi) the objector's signature under the penalty of perjury.

11) Any objection not submitted as described above, or any objection otherwise not properly or timely filed, will be invalid and the objector will be deemed to have waived any objections, will be foreclosed from making subsequent objections, and the objector shall be bound be bound by the final determination of the Court.

12) Service of all papers on counsel for the parties shall be made as follows:

**To Class Counsel:**
David Elliot, Esq.
ELLIOT LAW OFFICE, PC
212 Laverne Avenue
Mill Valley, California 94941

**To Defendants' Counsel:**
Zahed Amin, Esq.
LEWIS BRISBOIS BISGAARD & SMITH LLP
550 West C Street, Suite 1700
San Diego, CA 92101

13) Only Settlement Class Members who have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

14) Any Settlement Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed form making any objection, and the objector shall be bound be bound by the final determination of the Court regarding the fairness or adequacy of the proposed Settlement as incorporated in the Settlement Agreement, adequacy of notice, the payment of attorneys' fees and costs, the payment of incentive award, and/or the Final Approval Order and Judgment.

15) In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for ay purposes whatsoever in this civil action or in any other case or controversy; in such even the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice as of the date and time immediately preceding the execution of the Settlement Agreement.

16) Prior to the Final Approval Hearing, Plaintiffs shall file a motion for final approval of the settlement and for an award of attorneys' fees and costs, Administrator's costs, and the enhancement awards.

17) The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

18) The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

19) Nothing in the Settlement Agreement, nor any of the negotiations or proceedings relating to it, shall be construed in this or any lawsuit as an admission or concession by Defendants of any liability, fault, or wrongdoing of any kind, or by the named Plaintiffs or any other Class Members of the merit of any defense or lack of merit of any claim.

20) The case shall proceed pursuant to the following schedule:

(see Table 1, below)

Table 1, Case Schedule

| Event | Date | Timing |
|---|---|---|
| Court Order approving Preliminary Settlement | | |
| Administrator publishes Class Settlement website | | 21 days after Order |
| Administrator mails Notice to Class | | 30 days after Order |
| Defendants deposit $700,000.00 with Settlement Administrator | | 30 days after Order |
| Claims period closes | | 45 days after initial mailing/ 75 days after Order |
| Time to object or request exclusion from the Settlement closes | | 45 days after initial mailing/ 75 days after Approval Order |
| Administrator verifies all submitted Claims, reports on Claims, objections, opt-outs | | 30 days after Claims period closes/ 105 days after Approval Order |
| Settlement Class moves for Final Approval at a Fairness Hearing | | 30 days after Claims period closes/ 105 days after Approval Order |
| Hearing on Motion for Final Approval of settlement, attorney's fees and costs, Class Representatives' awards, & Claims Administrator expenses | | As set by the Court, no less than 120 days after Preliminary Approval Order |
| Administrator mails award checks | | Within 30 days after Final Approval Order |
| Period for Class members to cash award checks closes | | 60 days after checks mailed |
| Administrator "trues up" Net Settlement Amount for unclaimed or unused funds if any and distributes such funds to Class members pro rata | | No later than 90 days after award checks mailed |
| Administrator files final post-distribution accounting report | | No later than 90 days after award checks mailed |

**IT IS SO ORDERED.**

Dated: 8-22-25

By: /s/ Joel R. Wohlfeil

Hon. Joel R. Wohlfeil

Superior Court Judge

JOEL R. WOHLFEIL