Maria Corral, et al. v. New Leaf Biofuel, LLC, et al.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("*Agreement*") is entered into by, between and among Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza (collectively *"Plaintiffs"*), on behalf of themselves and the Settlement Class (as defined below), on the one hand, and Defendants New Leaf Biofuel, LLC ("*New Leaf*") and Baker Commodities, Inc. ("*Baker*") (collectively "*Defendants*"), on the other (all together, the "*Parties*").

RECITALS

A. WHEREAS, on October 18, 2022, Plaintiffs, by and through their counsel, Elliot Law Office PC, filed a proposed class action in the Superior Court for the State of California, San Diego County, Central Division, captioned *Corral v. New Leaf Biofuel,* and assigned case number 37-2022-00041841-CU-NP-CTL ("the *Action*");

B. WHEREAS, the Action alleges Public Nuisance, Private Nuisance, Trespass, and Negligence as causes of action arising from the processing of used cooking oil and grease which Plaintiffs allege released odorous air emissions from New Leaf's facility located at 2285 and 2317 Newton Avenue, San Diego, California;

C. WHEREAS, the Parties have thoroughly and diligently litigated the Action including through motions to Strike and Demurrer, an Answer to the Complaint, and Motions for Summary Judgement and/or Adjudication;

D. WHEREAS, the Parties have conducted thorough discovery including the exchanges of interrogatories and production and review of documents and numerous depositions of both party and non-party witnesses.

E. WHEREAS, on January 29, 2025, the Parties and their counsel conducted a full-day mediation session before Hon. Ronald Prager (Ret.), of Signature Resolution, and subsequently reached a settlement in principle resolving this matter on a class-wide basis for settlement purposes only;

F. WHEREAS, the Parties each have separately conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action;

G. WHEREAS, Plaintiffs and their counsel believe that the claims asserted in the Action have merit, whereas Defendants deny that they have engaged in any wrongdoing and deny all claims asserted in the Action;

H. WHEREAS, the Parties also have considered the uncertainties of further litigation and the benefits to be obtained by settlement and have considered the costs, risks and delays associated with the continued prosecution of the Action;

I. WHEREAS, the Parties have concluded that continued litigation could 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 Agreement in order to limit further

expense, inconvenience, and uncertainty;

J. WHEREAS, the Parties now desire to resolve all claims of Plaintiffs and the Settlement Class against Defendants that are asserted or that could have been asserted in the Action and wish to enter into a compromise and settlement to avoid the uncertainty and expense of litigation and to achieve a fair and reasonable resolution of the Action;

K. WHEREAS, Defendants deny all allegations of wrongdoing or liability made in the Action. Defendants consider it desirable, however, to enter into this Agreement without in any way acknowledging any fault or liability, and solely for the purpose of terminating this Action to avoid the cost, expense, inconvenience, disruption, uncertainty, distraction, time, and effort required to continue to defend such Action.

L. WHEREAS, this Agreement and all related documents are not and shall not be construed as an admission or concession by Defendants of any fault or liability or wrongdoing, or of any deficiencies, faults, errors or omissions of any nature whatsoever of or by Defendants and shall not be offered as evidence of any such liability or wrongdoing in this or any other or future proceeding. Moreover, this Agreement and all related documents are not and shall not be construed to be an admission or concession by Defendants or any Released Party of acquiescence to class certification in the Action other than for settlement purposes only.

M. WHEREAS, this Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiffs regarding the merits of their claims whatsoever.

N. WHEREAS, it is the intention of the Parties that the proposed settlement described in this Agreement completely resolves, releases, and forever discharges all Released Claims, as defined in Section 1.26 below.

O. WHEREAS, Defendants have agreed to settle the Action as part of a complete settlement and a release of all Released Claims, as defined in Section 1.26 below.

P. WHEREAS, it is now the intention of the Parties and the objective of this Agreement to settle and dispose of, fully and completely and forever, any and all claims and causes of action that were or could have been asserted based on facts, events, issues, and/or circumstances alleged in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives, the proposed Settlement Class, and Defendants, themselves and through their undersigned counsel, agree to settle the Action, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section. All defined terms are italicized and listed in alphabetical order:

1.1. As used herein, the term "*Action*" means the putative class action lawsuit entitled *Corral, et al. v. New Leaf Biofuel, LLC, et al.*, Case No. 37-2022-00041841-CU-NP-CTL, that

Plaintiffs filed on October 18, 2022, against Defendants in the San Diego County Superior Court.

1.2. As used herein, the term "*Agreement*" means this Class Action Settlement Agreement and Release, including all amendments and exhibits hereto.

1.3. As used herein, the term "*Award Schedule*" means and refers to the schedule of payments to be made to Settlement Class Members attached as Exhibit 1 hereto.

1.4. As used herein, the term "*Claim Form*" means the form that Settlement Class Members must submit to obtain the Settlement Class Relief available through this Settlement, in the form of Exhibit __ hereto.

1.5. As used herein, the term "*Claims Submission Deadline*" means the date sixty (60) days after the date of entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator for the claim to be considered valid, as set forth in Section 4.3 of this Agreement.

1.6. As used herein, the term "*Court*" means the Superior Court for the State of California, San Diego County.

1.7. As used herein, the term "*Effective Date*" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment and (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with that Judgment has expired and no appeal has been taken (i.e., within thirty (30) days after entry of Judgment) or (ii) if a timely appeal of the Judgment and all orders entered in connection with that Judgment is taken, the date on which the Judgment and all orders entered in connection with that Judgment are no longer subject to further direct appellate review if the Judgment and all orders entered in connection with that Judgment have not been reversed in any way.

1.8. As used herein, the term "*Exclusion/Objection Deadline*" means the date sixty (60) days after the entry of the Preliminary Approval Order, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Class or object to the Settlement, as set forth in Sections 4.4 and 4.5 hereof.

1.9. As used herein, the term "*Final Approval Hearing*" means the hearing(s) to be held by the Court, at least one hundred (100) days after the date of entry of the Preliminary Approval Order, to consider and to determine whether the proposed Settlement of the Action on the terms of this Agreement should be finally approved as fair, reasonable and adequate, and whether both the Final Approval Order and Judgment should be entered.

1.10. As used herein, the term "*Final Approval Order*" means the order finally approving the Settlement and this Agreement, approving the Release and dismissing the claims asserted in the Action with prejudice.

1.11. As used herein, the term "*New Leaf*" means Defendant New Leaf Biofuel, LLC.

1.12. As used herein, the term "*Baker*" means Defendant Baker Commodities, Inc.

1.13. As used herein, the term "*Defendants' Counsel*" means Lewis Brisbois Bisgaard & Smith LLP.

1.14. As used herein, the term "*Plaintiffs' Counsel*" means Elliot Law Office PC.

1.15. As used herein, the term "*Facility*" means the used cooking oil and grease processing and biofuel manufacturing facility located at 2285 and 2317 Newton Avenue, San Diego, California.

1.16. As used herein, the term "*Judgment*" means the Judgment to be entered by the Court.

1.17. As used herein, the term "*Long Form Notice*" means the Court-approved form of notice of the terms of the proposed Settlement that shall be provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement. The Long Form Notice shall be substantially in the form attached as Exhibit __ hereto.

1.18. As used herein, the term "*Notice*" means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement.

1.19. As used herein, the term "*Notice and Settlement Administration Costs*" means all fees, costs and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

1.20. As used herein, the term "*Objector*" means a Settlement Class Member that objects to the Settlement pursuant to the procedures laid out in Section 4.5.

1.21. As used herein, the term "*Order*" includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to a Settlement Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award and the Judgment.

1.22. As used herein, the term "*Participating Settlement Class Members*" means all Settlement Class Members who do not timely and validly exclude themselves from the Settlement Class.

1.23. As used herein, the term "*Parties*" means the Plaintiffs, individually and in their capacity as representatives of the Settlement Class, and Defendants.

1.24. As used herein, the term "*Preliminary Approval Order*" means the order preliminarily approving this Agreement as fair, reasonable and adequate substantially in the form attached as Exhibit __ hereto, subject to such modifications as the Court may direct.

1.25. As used herein, the term "*Releases*" means the releases and covenants not to sue granted pursuant to Section 3.6.

1.26. As used herein, the term "*Released Claims*" means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, nominal, punitive, exemplary, statutory, property damages, loss of use damages, diminution of value, bodily injury, personal injuries, medical damages, medical injuries, emotional damages, emotional distress, psychological damages, mental health damages, economic damages, non-economic damages or otherwise),

attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief, any other benefits, or any penalties of any type whatever relating to or arising out of the claims that were or could have been asserted by Plaintiffs or the Settlement Class Members, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, with respect to the facts, events, issues, and/or circumstances asserted in the Action, whether later asserted in a federal court, state court, arbitration, or otherwise, whether asserted in an individual action, a putative class action, a *parens patriae* action, or other representative action (including any action purportedly brought on behalf of the general public of the United States or of a particular state, district, or territory therein), and whether triable before a judge or jury or otherwise, during the Settlement Class Period.

1.27. As used herein, the term "*Released Parties*" *or "Defendants"* means New Leaf, Baker, and Illinois Union Insurance Company and any and all of past, present, and future and direct and indirect predecessors, successors (including, without limitation, acquirers of all or substantially all of its assets, stock or other ownership interests), assigns, parents, subsidiaries, divisions, affiliates, or other related business entities, and their past, present and future, assigns, joint ventures, joint venturers, principals, trustees, partners, officers, directors, management, owners, employees, agents, insurers, attorneys, shareholders, advisors, and any representatives, heirs, executors, and administrators of any of the above.

1.28. As used herein, the term "*Releasing Party*" or "*Releasing Parties*" means the Plaintiffs, Settlement Class Members, any person or entity claiming by, for, on behalf of or through them, and any agents, representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, advisors, successors, and assigns of any of the foregoing.

1.29. As used herein, the term "*Settlement*" means the full and final resolution of the Action and related claims effectuated by this Agreement.

1.30. As used herein, the term "*Settlement Administrator*" means or refers to that certain settlement administrator selected by Plaintiffs, the selection of which and any costs related thereto shall be subject to Court approval and subject to approval by Defendants, which approval will not be unreasonably withheld. The Settlement Administrator shall perform the services contemplated by this Agreement and such other reasonable services to effectuate this Agreement.

1.31. As used herein, the term "*Settlement Class*" means or refers to individuals who resided in the Class Area (as defined below) during the Settlement Class Period. The class excludes individuals who (1) are employees of Defendants and members of their immediate family; (2) who are judicial officers presiding over the action and members of their immediate family and judicial staff; (3) are counsel of record for the Parties, and their respective law firms; or (4) timely and properly exclude themselves from the Settlement Class.

1.32. As used herein, the term "*Settlement Class Counsel*" means Elliot Law Office PC.

1.33. As used herein, the term "*Settlement Class Counsel Attorneys' Fees and Costs Award*" means attorneys' fees in an amount not to exceed twenty-five percent (25%) of the Settlement Fund after expenses are deducted, or ($157,500.00) in fees, and out-of-pocket litigation costs not to exceed $70,000.00, to be awarded at the discretion of the Court to Settlement Class Counsel, which Awarded amount shall be paid only from the Settlement Fund as defined below.

1.34. As used herein, the term "*Settlement Class Member*" means any person who is a

member of the Settlement Class.

1.35. As used herein, the term "*Settlement Fund*" means Defendants' contribution of seven hundred thousand dollars and zero cents ($700,000.00) to a non-reversionary common fund, which shall be used to pay: (i) Settlement Class members' claims; (ii) court-approved Notice and Settlement Administration Costs; (iii) court-approved Settlement Class Representatives' Service Award; and (iv) court- approved Settlement Class Counsel Attorneys' Fees and Costs. All residual funds will be distributed pro rata to Settlement Class members who submitted valid claims.

1.36. As used herein, the term "*Settlement Class Period*" means the period beginning October 1, 2021 and ending December 31, 2023.

1.37. As used herein, the term "*Settlement Class Representatives*" means Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza, individually and in their capacity as representatives of the Settlement Class.

1.38. As used herein, the term "*Settlement Class Representatives Service Award*" means an amount not to exceed five thousand dollars ($5,000) for each of the Settlement Class Representatives, to be Awarded at the discretion of the Court, intended to compensate the Settlement Class Representatives for their work on behalf of the Settlement Class and as consideration for this general release of claims, which Awarded amount shall be paid only from the Settlement Fund.

1.39. As used herein, the term "*Settlement Website*" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2(a).

1.40. As used herein, the term "*Short Form Notice*" means the notice of the terms of the proposed Settlement that will be mailed to all Settlement Class Members in the manner contemplated by Section 4.2(c). The Short Form Notice shall be substantially in the form attached as Exhibit __hereto.

2. SETTLEMENT ADMINISTRATION.

2.1. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the next Sections hereafter and as specified elsewhere in this Agreement.

2.2. Duties of Settlement Administrator. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement or that are agreed to by the Parties, shall include:

(a) Providing Notice to Settlement Class Members as set forth in this Agreement and/or as otherwise directed by the Court;

(b) Establishing and maintaining the Settlement Website, which shall bear a URL as agreed to by the Parties, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

(c) Providing an address for (i) the submission of Claim Forms to the Settlement Administrator and (ii) mailed requests for exclusion from Settlement Class Members;

(d) Responding to any inquiries from Settlement Class Members;

(e) Processing and determining the validity of any requests for exclusion by Settlement Class Members;

(f) Providing interim reports on request and, within ninety (90) days after the date of entry of the Preliminary Approval Order, a final report to Settlement Class Counsel and Defendants' Counsel that provides information as directed by Settlement Class Counsel and Defendants' Counsel;

(g) No later than sixty (60) days before the Final Approval Hearing, preparing an affidavit to submit to the Court affirming its compliance with the notice and settlement administration provisions of this Agreement and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Class;

(h) Reviewing, determining the validity of, and responding to all Claim Forms submitted;

(i) Providing all information to Defendants that Defendants reasonably deem necessary so that Defendants can perform their obligations under this Agreement, including processing and transmitting payments to the Settlement Fund;

(j) Paying any invoices, expenses, taxes, fees and other costs as contemplated by this Agreement or as required by law; and

(k) Performing any other settlement administration-related functions reasonably necessary to effectuate this Agreement.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications or other information to any person or entity except as provided for in this Agreement or by court order.

2.4. Communications with the Press. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact or terms of this Agreement. Unless required by applicable law, neither Plaintiffs nor their counsel shall publicize the terms of this Agreement in any medium, or initiate or issue any press release or have any communications with the press or media concerning this Agreement except as ordered by the Court. Except as mandated by the Court, Plaintiffs' counsel shall not include, and shall affirmatively remove, any reference to any of the foregoing subjects in any advertising, mass mailing, website, or other communication. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may only respond after the motion for preliminary approval has been filed and with the approval of the other Party. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating with members of the Class as necessary to fulfill their obligations as Class Counsel, and nothing in this section shall prohibit Class Counsel from including publicly available information from or about the Settlement Agreement on their websites or in their declarations in other cases describing their qualifications as counsel.

2.5. Payment of Notice and Settlement Administration Costs. Notice and Settlement

Administration Costs shall be paid out from the Settlement Fund.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Class. Only for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that a Court may (i) certify the Settlement Class in accordance with the definition contained in Exhibit 1, (ii) appoint Plaintiffs Maria Corral, Roberto Corral, and Miguel Espinoza as Settlement Class Representatives to represent the Settlement Class for Settlement purposes, and (iii) appoint Elliot Law Office PC as counsel for the Settlement Class. Certification of the Settlement Class shall be effective and binding only with respect to the Settlement and this Agreement. It is expressly recognized and agreed that this stipulation as to the certification of a Settlement Class and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of enforcing the terms of this Agreement. By entering into this Agreement, Defendants do not waive their right to challenge or to contest the maintenance of any lawsuit against them individually or collectively as a class action and to oppose certification of any class other than the Settlement Class in connection with the Settlement memorialized in this Agreement.

3.2. Settlement Class Consideration. In consideration for the complete, total, and final settlement of the Action, the Releases, and other promises and covenants set forth in this Agreement and subject to the other terms and conditions thereof, Defendants agree to pay seven hundred thousand dollars and zero cents ($700,000.00) to the Settlement Fund, which shall be used to pay the (i) Settlement Class members' claims; (ii) court-approved Notice and Settlement Administration Costs; (iii) court-approved Settlement Class Representatives Service Award; and (iv) court-approved Settlement Class Counsel Attorneys' Fees and Costs Award. All residual funds will be distributed to Settlement Class members who submitted valid claims per the Settlement Award Schedule shown in Exhibit 1. Defendants shall make this payment to the Settlement Fund within 30 days after the Effective Date.

3.3. Settlement Administration and Claims Process. Settlement Class Representatives will select a third-party settlement Administrator, the selection of which and any costs related thereto shall be subject to approval by Defendants, which approval will not be unreasonably withheld, and subject to Court approval. After deduction of the court-approved Notice and Settlement Administration Costs, court-approved Settlement Class Representatives' Service Awards, and court-approved Settlement Class Counsel Attorneys' Fees and Costs Award from the Settlement Fund, Settlement Class members who submit valid claims will receive a payment in accordance with the Award Schedule. Any residual funds will be distributed pro rata to Settlement Class Members who submitted valid claims.

3.4. Service Awards to the Settlement Class Representatives.

(a) The Settlement Class Representatives may file a motion with the Court requesting a service Award not to exceed five thousand dollars ($5,000.00) for each Settlement Class Representative (the "Settlement Class Representatives Service Award"), to be paid from the Settlement Fund. Any such motion, if it is filed, must be filed no later than thirty-five (35) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Defendants shall not oppose the motion or object to a request for such an Award, provided that the Settlement Class Representatives do not

seek service Awards of more than five thousand dollars ($5,000) to each.

(b) The Settlement Class Representative's entitlement, if any, to a Settlement Class Representatives Service Award will be determined by the Court. The Settlement shall not be conditioned on Court approval of a Settlement Class Representatives Service Award for the Settlement Class Representatives. In the event the Court declines any request or Awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. The Settlement Class Representatives agrees not to appeal an Award in an amount that is less than requested.

3.5. Attorneys' Fees and Costs.

(a) Settlement Class Counsel may file a motion with the Court requesting an Award of attorneys' fees and costs not to exceed a total of ($227,500.00) (the "Settlement Class Counsel Attorneys' Fees and Costs Award"), to be paid from the Settlement Fund. Any such motion, if it is filed, must be filed no later than thirty-five (35) days prior to the Exclusion/Objection Deadline. Any such motion will be posted on the Settlement Website within one (1) business day after its filing. Defendants shall not oppose the motion or object to a request for such an Award, provided that Settlement Class Counsel do not seek an Award of fees and costs of more than ($227,500.00).

(b) Settlement Class Counsel's entitlement, if any, to an Award of attorneys' fees, costs and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees and Costs Award. In the event the Court declines any request or Awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties.

3.6. Releases and Waivers of Rights

(a) Release by Releasing Parties. Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted in the Action pursuant to this Agreement, the Releasing Parties shall be deemed to have released, relinquished and forever discharged each of the Released Parties from any and all Released Claims during the Settlement Class Period. The Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute or enforce any Released Claim, directly or indirectly, against any of the Released Parties. This Agreement is not intended to and does not prohibit a Settlement Class Member from responding to inquiries by federal, state or local agencies and/or law enforcement, even if the inquiries relate to the Released Claims.

(b) Waiver of Rights under Section 1542. As to the Released Claims only, upon entry of the Final Approval Order and accompanying Judgment, and in exchange for the good and valuable consideration set forth herein, the Releasing Parties expressly waive and relinquish any and all rights or benefits that they as individuals or the class may have under section 1542 of the California Civil Code (or a similar, comparable, equivalent rule or regulation or the common law or equity in effect in any other jurisdiction) 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.

The Releasing Parties acknowledge that the facts, events, issues, and/or circumstances could be different than or in addition to those that they know or suspect to be the case, but they nonetheless agree to expressly waive and fully, finally and forever settle, release and discharge all Released Claims, including those Released Claims they do not know or suspect to exist as of the date of the Preliminary Approval Order. The waiver in this section shall extend only to the Released Claims and not to any other claims.

(c) Additional Representations by Settlement Class Representatives and Settlement Class Counsel. The Settlement Class Representatives represent that, as of the date of the execution of this Agreement, they are not aware of any additional claims that they or others have or may have against Defendants. Settlement Class Counsel represents that, as of the date of the execution of this Agreement, they are not aware of any other individuals or entities that have or may have claims against Defendants. To the extent any term herein imposes any restriction on Settlement Class Counsel's ability to practice law in violation of Rule 5.6 of the California Rules of Professional Conduct, such term shall be void, illegal, invalid, and unenforceable, and severed from this Agreement.

(d) Releases Relating to Litigation Conduct. The Settlement Class Representatives, Settlement Class Counsel, Defendants, and Defendants' Counsel agree to release each other from any and all claims relating in any way to any Party's or counsel's conduct in the Action, including but not limited to any claims of abuse of process, malicious prosecution or any other claims arising out of the institution, prosecution, assertion or resolution of the Action. The list of claims released by this Section 3.6(c) includes, but is not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind except as otherwise set forth in this Agreement.

4. CLASS SETTLEMENT PROCEDURES.

4.1. Preliminary Approval. The Parties agree that no later than thirty (30) days after the date this Agreement is signed by all Parties, the Settlement Class Representatives shall file a motion asking the Court to certify conditionally the Settlement Class and enter the Preliminary Approval Order. For purposes of Settlement only, Defendants will not oppose the certification of the Settlement Class.

4.2. Settlement Class Notice. Subject to Court approval, the Parties agree to the following Settlement Class Notice Procedures:

(a) As soon as practicable, and no later than thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator will establish and maintain a Settlement Website hosted at www._____settlement.com (or another URL mutually agreed-upon by the Parties) and dedicated to the Settlement, which shall contain the Long Form Notice, in both downloadable PDF format and HTML format; a Contact Information page that includes the

address for the Settlement Administrator and address and telephone number for Settlement Class Counsel; the signed Preliminary Approval Order; and a downloadable version of the Claim Form.

While the Settlement Administrator shall have primary responsibility over the design and operation of the Settlement Website, the final design of the Settlement Website shall be subject to the final approval of Settlement Class Counsel and Defendants' Counsel. The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the Settlement, including, but not limited to, Settlement Class Counsel's application for an Attorneys' Fees and Costs Award and/or Settlement Class Representatives Service Awards, the motion for final approval, and any orders with respect to such applications and motions.

(b) Within thirty (30) days of the Court's entry of the Preliminary Approval Order, Plaintiffs shall provide the Settlement Administrator with a list of the Settlement Class Members known to them in the form of an Excel spreadsheet identifying the following information for each Settlement Class Member to the extent available. This information shall be provided and used for settlement purposes only. This information shall not be disclosed, produced, or otherwise disseminated or utilized outside of the administration of class settlement for this Action.

(i) Name

(ii) Residence Address during the Settlement Class Period

(iii) Current residence address if different from (ii)

(iv) Email Address, if known

(v) "Class ID Number" consisting of a unique identifying number for each class member.

(c) Within forty-five (45) days of the Court's entry of Preliminary Approval, the Settlement Administrator shall cause the Short Form Notice to be mailed by first class mail to all Settlement Class Members identified by the Settlement Administrator. For any Settlement Class Member with a known email address, the Settlement Administrator shall also email a copy of the Short Form Notice to the Settlement Class Member's email address.

4.3. Submission of Claims by Settlement Class Members.

(a) Settlement Class Members will be provided an opportunity to submit, by mail or electronic submission, a Claim Form in accordance with Sections 3.2 and 3.3 hereof. The Settlement Administrator will mail the Claim Form to any Settlement Class Member upon request and make the Claim Form available on the Settlement Website.

(b) To be considered for payment, a Claim Form must be completed and submitted to the Class Administrator. The deadline to submit a Claim Form shall be ninety (90) days after the date of entry of the Preliminary Approval Order. Claim Forms will not be considered for payment if they are postmarked or emailed after the Claims Submission Deadline.

(c) The Settlement Administrator shall be responsible for reviewing,

determining the validity of, and responding to all Claim Forms submitted. The Settlement Administrator, in conjunction with the Parties, shall use reasonable, adequate and customary procedures and standards to identify and to prevent the distribution of payments to any persons submitting fraudulent, untimely or invalid Claim Forms, and otherwise prevent fraud, waste and abuse in the claims process. The Settlement Administrator will approve Claim Forms and issue payments based upon the terms and conditions of the Agreement and may reject Claim Forms that are invalid or evidence waste, fraud or abuse. The determination of the validity of all Claim Forms shall occur within one hundred and twenty (120) days of the date of entry of the Preliminary Approval Order. All Claim Forms that the Settlement Administrator deems invalid or untimely shall be identified and presented to the Parties, who shall meet-and-confer over the validity and timeliness of any Claim Form. If the Parties cannot agree whether a Claim Form is valid and timely, then the Settlement Administrator shall determine whether a Claim Form is valid and timely.

(d) The Settlement Funds will be allocated among Settlement Class Members pursuant to the Award Schedule. Settlement Class Counsel are solely responsible for determining the Award Schedule and seeking and obtaining court approval of the settlement payment amounts stated therein. Defendants shall be released from any responsibility or liability for any individual settlement amount allocation, division, or payment of any individual Settlement Class Member's settlement amount.

(e) No person or entity shall have any claim against the Settlement Class Representatives, Defendants, Settlement Class Counsel, Defendants' Counsel or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or Awards made in accordance with this Agreement and the Exhibits hereto.

(f) Court approval of the claims process set forth in this Section 4.3 (with the exception of the deadline to submit a Claim Form) is a material term of this Agreement.

4.4. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Class by mailing or submitting electronically to the Settlement Administrator a written request for exclusion that is postmarked or emailed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the date of entry of the Preliminary Approval Order. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name, telephone number and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of the Action; and (d) the Settlement Class Member's signature or the like signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and Defendants' Counsel. A list of the Settlement Class Members who have timely and validly excluded themselves from the Settlement Class pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court.

4.5. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Class, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.5.

Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and shall have voluntarily waived their right to pursue any independent remedy for the Released Claims against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must mail their objection in writing to the Court, which shall be postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the date of entry of the Preliminary Approval Order. To be effective, an objection must (a) include the case name and case number; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature, or the like signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either in person or through counsel. If the Objector or his or her attorney intends to present evidence at the Final Approval Hearing, the objection must contain the following information: a detailed description of all evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment. Settlement Class Members who submit timely written objections shall be informed if the Final Approval Hearing is continued for any reason.

4.6. Finality of Settlement. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Approval of this Agreement. Counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement. The Parties intend to use their best efforts to obtain approval of the Settlement and entry of the orders contemplated herein, including, without limitation, seeking certification of a Settlement Class and the entry of Preliminary and Final Approval Orders. Settlement Class Counsel shall prepare and file motions seeking preliminary and final approval, which are subject to Defendants' reasonable review and approval. Defendants may, but are not required to, submit a memorandum or evidence in support of preliminary or final approval. Defendants shall not be responsible for justifying to the Court the amount of any Settlement Class Representatives Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award, and Defendants shall have no obligation to provide or submit any materials to justify any such Awards.

5.2. Final Approval Order and Judgment. The Settlement is contingent upon entry of a Final Approval Order approving the terms and conditions of this Agreement, and judgment thereon. The Settlement Class Representatives and Settlement Class Counsel shall file a motion seeking the Court's entry of the Final Approval Order.

Effect of Agreement if Settlement Is Not Preliminarily Approved. This Agreement is entered into

only for the purpose of Settlement. If preliminary approval of the Settlement does not occur, then the Parties agree to cooperate and work together in good faith to amend the Settlement and submit any additional filings as reasonably necessary to obtain preliminary approval. If preliminary approval of the Settlement still does not occur, the Parties agree to resume settlement discussions in good faith for at least fourteen (14) days or other time period mutually agreed upon by the Parties. If after 14 days or other time period mutually agreed upon by the Parties, the Parties have not agreed to amended or revised settlement terms, then the Parties shall jointly request that the Court reset all pre-trial and trial deadlines and dates.

5.3. Effect of Agreement if Settlement Is Not Preliminarily or Finally Approved. Subject to Section 5.3 above, if approval of the Settlement does not occur, then the Settlement shall be void, shall have no force or effect and shall impose no obligations on the Parties. Under such circumstances, this Agreement may not be introduced into evidence under any circumstances, including but not limited to in connection with any motion for class certification. The intent of this Section 5.4 is that, if approval is denied, the Parties will revert to their positions immediately prior to settlement, and the Action will resume without prejudice to any party (*i.e.*, to their positions *ab initio*). In this event, the Parties agree that no class will be deemed to have been certified.

5.4. Entry of Judgment and Retention of Jurisdiction to Enforce. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Released Claims in the Action shall be dismissed with prejudice pursuant to this Agreement. Dismissal with prejudice is a material term of this Settlement. The Court shall retain jurisdiction over the parties solely to enforce the terms of the judgment.

6. ADDITIONAL PROVISIONS

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Any constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as, used for or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity and shall not be offered or received in evidence or requested in discovery in the Action or any other litigation or proceeding as evidence of an admission or concession. Defendants have denied and continue to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Action. Defendants have asserted and continue to assert defenses thereto, and Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts, events, issues, and/or circumstances alleged in the Action.

6.2. Termination. If the Court for any reason does not enter any material part of the Preliminary Approval Order or the Final Approval Order or Judgment, or if any of those Orders (with the exception of any provision of these Orders relating to any Settlement Class Representatives Service Award or any Settlement Class Counsel Attorneys' Fees and Costs Award) is materially modified, reversed or set aside on further judicial review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Sections 3 and 5 or to impose greater financial or other burdens on Defendants than those contemplated in this Agreement, then either Party shall have the option of terminating this Agreement. If a Party exercises this option, this Agreement shall become null and void *ab initio* without prejudice to the *status quo ante* rights, positions and privileges of the Parties, except as otherwise expressly

provided herein. In the event of a termination, this Agreement shall have no force or effect and the Parties will return to the *status quo ante* in the Action as it existed prior to settlement. The Parties will also be prohibited from using this Settlement and any settlement or mediation communications as evidence in the Action. The Parties further agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Action. If any Party chooses to terminate this agreement, it shall be solely responsible for paying the costs of the Settlement Administrator incurred prior to and as a result of the termination.

6.3. Publicity. The Parties will cooperate and agree not to make any public statements regarding this Settlement other than the fact that the Action was settled by agreement of the Parties. In no event shall the Parties or their counsel make any public statements that disparage the business or reputation of the other Parties based on the facts, events, issues, and/or circumstances alleged in the Action.

6.4. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a mediation session and extensive follow-up negotiations.

6.5. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, and subject to approval by the Court, the Parties agree not to pursue any claims or defenses otherwise available to them in the Action.

6.6. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval Hearing, twenty (20) members or more of the Settlement Class timely and properly exclude themselves from the Settlement Class. Defendants must exercise this right to rescind in writing to Settlement Class Counsel within fourteen (14) calendar days after receiving the list of persons who have requested exclusion from the Settlement Class as described above. If Defendants exercise this right to rescind, Defendants will be solely responsible for all Notice and Settlement Administration Costs incurred as of the date of rescission.

6.7. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

6.8. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties or of any other person, firm or entity.

6.9. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective past, present and future, parents, subsidiaries, affiliates, predecessors, directors, officers, employees, attorneys, agents, successors, assigns, legatees, heirs and personal representatives of each of the Parties.

6.10. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained

to them by such counsel and that they are fully aware of the contents of this Agreement and of its binding nature and legal effect.

6.11. Reliance. This Agreement is executed without reliance upon any representations by Plaintiffs and the Class or their agents, on the one hand, and Defendants and their agents, on the other hand.

6.12. Authorization and Liens. Each Party warrants and represents that there are no liens, or claims of lien, or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein by that Party and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge. Plaintiffs and the Settlement Class agree that any pending or existing Medicare lien, medical lien, healthcare lien, attorneys' lien, or other liens or claims, known or unknown, arising out or in connection with the Action are the sole and separate obligations of Plaintiffs and the Settlement Class, which they agree to pay or otherwise resolve. Plaintiffs and the Settlement Class agree to hold harmless, fully indemnify, and/or defend any of the Released Parties from and against any and all claims arising out of or in connection with any liens that have been or may be asserted against any of the Released Parties or the Settlement Amount with respect to the facts, events, issues, or circumstances alleged in the Action.

6.13. Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. The Parties waive the application of any applicable law, regulation, holding or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.14. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.15. Exhibits. The exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.16. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday or federal holiday, the next business day following the date or deadline shall be the operative date.

6.17. Merger and Integration. This Agreement—including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement—contains the entire, complete and integrated statement of each and every term and condition agreed to by and among the Parties, is not subject to any term or condition not provided for herein and supersedes, extinguishes and replaces all previous agreements, discussions and negotiations. This Agreement shall not be modified in any respect except by a writing executed by duly authorized representatives of all Parties hereto. In entering into this Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. There shall be no waiver of any term or condition absent an express writing to that effect by the Party to be charged with that waiver. No waiver of any term or condition in this Agreement by any Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

6.18. Modifications and Amendments. No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties.

6.19. Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to any conflicts of laws principles.

6.20. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto. In addition, Plaintiffs agree to draft and file on or before July 18, 2025 a stipulated First Amended Complaint reflecting the Parties' agreed revisions to the Complaint.

6.21. Continuing Jurisdiction. The Parties shall ask the Court to retain jurisdiction over the interpretation, effectuation and implementation of this Agreement.

6.22. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement, and electronic (e.g., DocuSign) copies, may be treated as originals.

6.23. Notice. Any notice required or permitted to be given in connection with this Agreement shall be served by email to the Parties identified below and a copy shall be sent by email to all counsel of record at their respective email addresses of record:

If to Plaintiffs:

ELLIOT LAW OFFICE PC
DAVID ELLIOT, SB# 270381
Email: davidelliot@elliotlawoffice.com
212 Laverne Avenue
Mill Valley, CA 94941
Telephone: (858) 228-7997

If to Defendants:

LEWIS BRISBOIS BISGAARD & SMITH LLP
ZAHED AMIN, SB# 253469
E-Mail: Zahed.Amin@lewisbrisbois.com
JOSEPH DEIGNAN, SB# 321196
E-Mail: Joseph.Deignan@lewisbrisbois.com
LAURA LAKEOTES, SB#332045
E-Mail: Laura.Lakeotes@lewisbrisbois.com
SOPHIE McEVOY, SB# 346758
E-Mail: Sophie.McEvoy@lewisbrisbois.com
550 West C Street, Suite 1700
San Diego, California 92101

Telephone: 619.233.1006
Facsimile: 619.233.8627

IN WITNESS WHEREOF, each of the signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of themself or the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

Agreed to by:

FOR New Leaf Biofuel LLC:

By: _____ 6/24/25
Date

FOR Baker Commodities, Inc.:

By: _____ 6/24/25
Date

FOR Defendants' Counsel (approved as to form):

By: Zahed Amin _____ 6/24/25
Zahed Amin, Esq. Date

For the Settlement Class Representatives, Settlement Class Counsel, and the Settlement Class:

By: _____ 6/20/25
Maria Corral Date

By: _____ 6/20/25
Roberto Corral Date

By: _____ 6/20/25
Miguel Espinoza Date

By: _____ 6/21/25
David Elliot Date

David Elliot
Counsel for Plaintiffs and the Settlement Class

Corral v. New Leaf Biofuel et al

Addendum: Class Settlement Award Schedule

Revised EXHIBIT 1 to Settlement Agreement

Class Settlement Award Schedule

Class definition - *for settlement class purposes only*:

Class Period: October 01, 2021 to December 31, 2023

Age: Persons aged 18 or over during the Class Period

Residence during the Class Period:

Only persons residing at a residential address in the Class Area during the Class Period.

Pro-rating for duration of residence

Settlement awards are pro-rated for duration of residence in the Class Area.

Class Area:

- Newton Avenue, residential addresses between Sampson & 26th
  (2200 to 2399 Newton Avenue, plus 2602 Newton (fronts on S. 26th))
- Sicard Avenue, residential addresses between Newton & S. 26th
  (1025 – 1038 Sicard Avenue)
- National Avenue, residential addresses between Sampson & 26th
  (2200 to 2399 National Avenue) (south side of National only) (plus
  2604 National, fronts on S. 26th)
- South 26th Street, residential addresses between Boston Avenue
  and Sicard Street (both sides)
- Sampson Street, residential addresses between Newton and
  National (east side of street only)

Adjacent/Abutters Subclass (A/A)

All Class members who resided during the Class period at a residential address in one of the following street segments:

· Newton Avenue, addresses between 2256 Newton and 2336 Newton;
· Sicard Street, addresses between 1028 and 1038 Sicard.

Proposed Settlement Distribution

Total settlement fund: $700,000.00

Gross settlement	$700,000	
Litigation Costs	$70,000	Not to exceed. Any surplus is returned to the Settlement Fund.
Settlement Fund, net of Litigation Costs	$630,000	Estimated
Attorney's fees	$157,500	25% of settlement after costs
Administrator's fee	$8,000	Estimated based on bid; not-to-exceed
Net Settlement to Class	$464,500	Estimated
To Adjacent/Abutters (A/A) Subclass, $10,000 to each Subclass member	$270,000	At $10,000 per claimant, assumes 27 claimants.
Class Representatives' compensation	$15,000	$5,000 to each Class Representative
Net Class Fund for distribution to remainder of Class, ex A/A Subclass	$179,500 ("Net Class Fund")[1]	Estimated (excludes A/A subclass)
All other Class Claimants, one Class share		1 Class share = Net Class Fund divided by number of Class claims (excludes A/A Subclass members) (for example, 36 Claimants will each receive approximately $5000.00)

[1] The Net Class Fund is adjusted by the Administrator for surplus from above categories, if any, returned to the Settlement Fund.

Net Class Fund Distribution Formula and Procedure:

The Net Class Fund shall be distributed in its entirety as follows:

"Class Claimants" excludes the A/A Subclass who will receive the previously-determined share. Class Claimants receive one Class share.

Pro rata distribution of remainder, if any

The Pro-rata Class share is initially capped at $7000.00. If the Pro-rata share as calculated by the Administrator will exceed this amount, the Pro-rata share will be set at $7000.00 and the remainder if any will be returned to the Settlement Fund and distributed as follows:

Any funds remaining after the above distribution will be divided equally and distributed to all Claimants including Class Claimants and A/A Subclass pro rata (the Surplus Pro Rata Distribution.)

Residential period in the Class Area: For any Claimant who resided in the Class Area for less than the full Class Period, that Claimant's Share and Surplus Pro Rata Distribution if any shall be adjusted proportionally for the period of residency, and the surplus returned to the Settlement Fund for distribution pro-rata to all other Claimants.

EXHIBIT __

Long Form Notice

[Pending]

Maria Corral, et al. v. New Leaf Biofuel, LLC., et al., Case No. 37-2022-41841-CU-NP-CTR.

SAN DIEGO SUPERIOR COURT

If you lived in a residential unit, either a house or apartment, within approximately one block of 2285 Newton Avenue in Barrio Logan (see map of area at the end of this Notice), during the period between October 01, 2021 and December 31, 2023, you may be entitled to a cash benefit from a proposed class action settlement.

A Court authorized this Notice. It is not a *solicitation. Read this Notice carefully. Your rights are affected whether you act or don't act.*

- A proposed settlement ("Settlement") has been reached in a class action lawsuit against New Leaf Biofuel, LLC and Baker Commodities, Inc. (the "Defendants") that is currently pending in the San Diego County Superior Court. The lawsuit contends that the Defendants allowed the release of alleged nuisance odors from a biofuel manufacturing facility at 2285 Newton Avenue in Barrio Logan, San Diego (the "Facility"). The Defendants deny any wrongdoing. The Settlement is not an admission of wrongdoing.

- If the Court approves the Settlement, the Defendants will contribute $700,000.00 to a Settlement Fund which will be used to pay cash benefits to Settlement Class Members who submit valid claims, Notice and Settlement Administration Costs, class representative service awards, and class counsel's attorneys' fees and costs.

- You may be included in the Settlement as a "Settlement Class Member"[1] and entitled to a cash benefit if you lived in a residential dwelling within approximately one block of the Facility. This area and the criteria to be a Settlement Class Member are defined more exactly and shown in Section __, below.

- The Settlement Awards will depend in part on the number of claims submitted. An explanation of how the Settlement Fund will be allocated is explained more fully in the answers to Question 8 below.

- The exact cash benefit available for each Settlement Class Member will therefore not be known until all of the settlement claims are submitted and verified and the Court approves the Settlement. These benefits depend in part on the distance from the Facility and the amount of time during the time period of October 1, 2021 to December 31, 2023 ("Class Period") that you lived in the Class Area, as well as on the total number of claims that are submitted.

- Your legal rights are affected whether you act or not. Please read this Notice carefully because it explains decisions you must make and actions you must take *now*.

[1]All capitalized terms that are not otherwise defined here are defined as set forth in the Settlement Agreement, which can be found on the Settlement Website identified in response to Question No. 11 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	This is the only way to receive a cash benefit. By submitting a claim, you will give up any rights to sue the Defendants separately for the same claims that are part of the Settlement. The deadline to submit your claim is **_____, 2025.**
DO NOTHING	If you do nothing, you will receive no cash benefits. You also give up your right to sue the Defendants separately for the same claims that are part of the Settlement.
ASK TO BE EXCLUDED (OPT OUT)	If you decide to opt out of the Settlement, you will not be eligible to receive a cash benefit, but you will reserve your rights to sue the Defendants separately for the same claims that are part of the Settlement. The deadline to opt out of the Settlement is **_____, 2025.**
OBJECT OR COMMENT	If you do not opt out of the Settlement, you may write to the Court to explain why you do, or do not, like the Settlement or to object to the Settlement. The Exclusion/Objection Deadline to comment on or object to the Settlement is **_____, 2025.**
ATTEND A HEARING	You may also ask to speak in Court about the fairness of the Settlement at the Final Approval Hearing on **_____ 2025,** at **10:00 a.m. (Pacific time),** where the parties will request that the Court enter a Final Approval Order approving of the Settlement.

- These rights and options-and **the deadlines to exercise** them-are explained in this Notice.
- The Court overseeing this case still has to decide whether to approve the Settlement. Any cash benefits will be distributed only after the Settlement is approved and any appeals are resolved.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THE SETTLEMENT, OR THE CLAIM PROCESS.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why was this Notice sent to me?

You have received this Notice because the Class Administrator's records indicate that you may have lived in the Class Area, within approximately one block of the Facility, during the Class Period and may therefore be included as a Settlement Class Member in a proposed Settlement of a class action lawsuit against the Defendants and eligible to receive a cash benefit.

A California State Court authorized this Notice to let you know about the proposed Settlement. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable J. Wohlfeil of the San Diego Superior Court is overseeing the proposed class action lawsuit and proposed Settlement. The case is entitled *Maria Corral, et al. v. New Leaf Biofuel, LLC.,* Case No. 37-2022-41841-CU-NP-CTR. The people who sued (in this case, Maria Corral, Roberto Corral, and Miguel Espinosa) are called the Plaintiffs. The companies they sued, New Leaf Biofuel, LLC and Baker Commodities, Inc., are called the Defendants.

2. What is a class action?

In a class action, one or more people called "Settlement Class Representatives" (in this case, Maria Corral, Roberto Corral, and Miguel Espinosa) sue on behalf of people who they believe have similar claims against the same defendant or defendants. All of the people who the Settlement Class Representatives believe have similar claims are called the "Settlement Class" or "Settlement Class Members." The attorneys representing the Settlement Class are called "Settlement Class Counsel." In a class action, the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves or "opt out" of the Settlement Class.

3. What is the lawsuit about?

The Settlement Class Representatives in this lawsuit allege, among other things, that the Defendants emitted odors or allowed odors to be emitted from manufacturing operations at the Facility and that as a result, people who lived close by the Facility experienced extended periods of nuisance-level odors during the Class Period.

The Defendants maintain that they did nothing wrong and assert numerous defenses to the allegations and claims in this lawsuit. The proposed Settlement is not an admission of guilt or any wrongdoing of any kind by Defendants, nor is it an admission by the Defendants of the truth of any of the allegations in the lawsuit.

4. Why is there a Settlement?

The Court has not decided the case in favor of the Class or Defendants. Instead, the Settlement Class Representatives and the Defendants have agreed to a settlement. The Settlement is a compromise, whereby both the parties avoid the cost, burden, and uncertainty of a trial. The Settlement Class Representatives and their attorneys think the proposed Settlement is the best result for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals who lived in the Class Area, which is within approximately one block from the Facility and is called the “Class Area,” between October 1, 2021 and December 31, 2023, which is called the "Class Period." A map and list of addresses defining the Class Area is provided in Exhibit 1. If you lived in the Class Area at any time during the Class Period you are a member of the Settlement Class and are included in the Settlement.

You are excluded from the Settlement Class if any of the following apply to you:

- You are an employee of the Defendants;
- You are a judicial officer presiding over the Action or a member of the immediate family or judicial staff of a judicial officer presiding over the action; or
- You are an attorney representing any party to the lawsuit, or an employee who works for one of the attorney's law firms.

If you received a Notice via email or mail about the Settlement, you may be a Settlement Class Member.

6. I'm still not sure if I am included in the Settlement Class.

If you are still not sure whether you are included in the Settlement Class, you can visit the website www._____.com or write to the Settlement Administrator at _____ Apex Class Action LLC for more information. You may also write or call Settlement Class Counsel. The contact information for Settlement Class Counsel is provided in the answer to Question 16 below.

SETTLEMENT BENEFITS

7. What does the Settlement provide?

As part of the Settlement, the Defendants have agreed to contribute $700,000.00 to a Settlement Fund. The Settlement Fund will be used to pay cash benefits to Settlement Class Members (described below), the costs of administering the Settlement, service awards to the Settlement Class Representatives, and attorneys' fees and costs to Settlement Class Counsel. The costs of administering the Settlement, the service awards to the Settlement Class Representatives, and the attorneys' fees and costs to Settlement Class Counsel, as authorized by the Court, will be paid from the Settlement Fund along with the Settlement Awards distributed to the Settlement Class Members.

8. How much will my cash benefit be?

The exact amount of Settlement Awards will not be known until all claims have been submitted and verified. The amount of each individual settlement award depends in part on the number of valid claims submitted, as well as on the distance from the Facility and amount of time you lived in the Class Area. Individual awards are therefore unknown at this time and are not guaranteed but are estimated to average in the range of $2,000. Settlement Awards will vary based on proximity to the source of the alleged odors as well as time lived in the Class Area. If you are an eligible Settlement Class Member and submit a valid claim, you may receive an award in this range, but no specific amount is guaranteed. Because of their proximity to the alleged source, some residents may have been exposed to more concentrated and more frequent odors. Settlement Class Members who lived in residential dwelling units directly adjacent to the Facility will accordingly receive larger awards.

If, after all Notice and Administration Costs, Settlement Class Representative Service Awards, and attorneys' fees and costs are paid, and valid claims are calculated, the total claimed cash benefits are less than the remaining Settlement Funds, any remaining funds will be distributed to Class members *pro rata* and individual payment amounts will increase.

9. When will the Cash benefit amounts be known?

The cash benefit amounts must be adjusted if the total valid claims submitted by eligible Settlement Class Members are less than or exceed the Settlement Fund minus any Notice and Administration Costs, Settlement Class Representative Service Awards, and Settlement Class Counsel Attorneys' Fees and Costs Award.

The exact amount of individual cash settlement benefits will therefore not be known until all valid claims have been submitted and verified. The Court will determine the final benefit awards at the Final Approval Hearing.

How TO GET A CLASS PAYMENT

10. How do I get a cash benefit?

To receive a cash benefit, you must submit a Claim Form online at www. .com, or by requesting that a physical claim form be mailed to you by contacting the Settlement Administrator:

Corral, et al. v. New Leaf Biofuel, LLC, et al.
Apex Class Action, LLC
P.O. Box _____
Irvine, CA 92619

All Claim Forms must be submitted online or postmarked no later than **_____ 2025.** To be valid, a Claim Form must properly identify the following:

- Your name, current mailing address, email address, and telephone number;
- You home address during the Class Period and the dates when you lived at that address;
- The unique Class Member ID found in the email Notice or Short Form Notice that was sent to you; and
- If you wish to be paid by ACH (bank) transfer, your bank account information.

If you did not receive a mailed Notice with a unique Class Member ID, you must provide the address or addresses that you lived in during the Class Period and the exact dates that you lived at each address. The Settlement Administrator will verify that information and use it to determine if you are a Settlement Class Member and eligible to receive a cash benefit.

11. When will I receive my cash benefit?

The Court will hold a Final Approval Hearing on **_____, 2025, at 10:00 a.m.** (Pacific), to decide whether to grant final approval of the Settlement. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If the Court grants final approval of the Settlement, cash benefits will begin to be distributed soon thereafter. If there are objections, the Court will consider them. If there are objections, it may take some time to resolve them. If there is an appeal, the cash benefits will not be distributed to the Settlement Class until any appeal is resolved.

Please note the date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Please regularly check the Settlement Website, www. .com, or the Court's website to confirm that the date has not been changed.

OPTING OUT OF THE SETTLEMENT

12. Why would I ask to opt out of the Settlement?

If you exclude yourself or "opt out" of the Settlement, you will not be entitled to receive any cash benefit from the Settlement. However, you will not be bound by any orders and judgments of the Court with respect to the lawsuit or the Settlement. You may be able to separately sue or be part of another lawsuit against the Defendants and related entities for the same claims that are being resolved by the Settlement.

13. How do I request to opt out of the Settlement?

To opt out of the Settlement, you must send a letter with all of the following information:

(1) Your full name and address;

(2) The case name, *Maria Corral, et al. v. New Leaf Biofuel, LLC., et al.,* and Case Number: Case No. 37-2022-41841

(3) A clear statement that you wish to opt out of the Settlement Class (such as "I wish to be excluded from the Class"); and

(4) Your signature.

You must mail your opt-out request no later than **_____, 2025** to:

Apex Class Action, LLC
P.O. Box _____
Irvine, CA 92619

You cannot opt out via phone, fax, or email.

14. If I opt out, can I still get a cash benefit from this Settlement?

No. If you opt out, you are telling the Court that you do not want to be part of the Settlement Class in this Settlement and you give up any right to receive a cash benefit from the Settlement. You can only get a cash benefit if you remain in the Settlement Class. See the answer to Question 10 above.

15. If I do not opt out, can I sue the Defendants for the same claims asserted in this lawsuit later?

No. Unless you opt out, you are giving up the right to sue the Defendants and related entities for the alleged claims being resolved by this Settlement.

THE LAWYERS REPRESENTING THE CLASS

16. Do I have a lawyer in this case?

Yes. The Court appointed attorney David Elliot and Elliot Law Office PC to represent you and other members of the Class. These attorneys are called "Settlement Class Counsel." In addition, the Court appointed Maria Corral, Roberto Coral, and Miguel Espinosa, to serve as the Settlement Class Representatives. They are Settlement Class Members like you. You may contact Settlement Class Counsel at Elliot Law Office PC, or by email at davidelliot@elliotlawoffice.com.

17. How will the lawyers be paid?

Class Counsel may ask the Court for Settlement Class Counsel Attorneys' Fees not to exceed $157,000 and reimbursement of Costs that have already been expended in this Action, such as expert fees, sampling and laboratory analysis costs, and mediation fees, not to exceed $70,000, and Settlement Class Representative Service Awards not to exceed $5,000 per Settlement Class Representative. Settlement Class Counsel will request both the attorneys' fees and costs and service awards at the Final Approval Hearing, and the Court will determine the amounts to be awarded. The Court may award less than the amounts requested, and any money not awarded from these requests will stay in the Settlement Fund and be distributed to the Settlement Class.

18. May I get my own lawyer?

If you are in the Settlement Class and do not opt out of the Settlement, you are not required to hire your own lawyer because Settlement Class Counsel is working on your behalf. However, if you want your own lawyer, you may hire one at your own expense. For example, you can hire a lawyer to appear in Court for you if you want someone other than Settlement Class Counsel to speak on your behalf.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can ask the Court to deny approval of the proposed Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash benefits will be sent out to the Settlement Class Members, and the lawsuit will continue. If that is what you want to happen, you should object. You can also object to Settlement Class Counsel's requests for attorneys' fees and costs and/or to the service awards requested by the Settlement Class Representatives.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Maria Corral, et al. v. New Leaf Biofuel, LLC., et al., Case No. 37-2022-41841-CU-NP-CTR), (b) be submitted to the Court either by filing them electronically or in person at San Diego Superior Court or by mailing them to the Court Clerk, San Diego Superior Court, ADDRESS; and (c) be filed or postmarked on or before **_____, 2025.**

20. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you object to something in the Settlement. You can object only if you stay in the Settlement Class (i.e., you don't opt out of the Settlement). Opting out is telling the Court that you don't want to be part of the Settlement Class. If you opt out, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **_____, 2025, at 10:00 a.m. (Pacific),** at the San Diego Superior Court, Department 73 .

At the hearing, the Court will decide whether to approve the Settlement, the service awards to the Settlement Class Representatives, and Settlement Class Counsel's request for attorneys' fees and costs. If there are objections, the Court will consider them. The Court may elect to move the Final Approval Hearing to a different date or time in its sole discretion, without providing further notice to the Class. You should check www._____ .com or the Court's docket (url) to confirm the date and time has not been changed.

22. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file your written objection on time and meet the other criteria described above *(see* answer to Question 19), the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

23. May I speak at the Final Approval Hearing?

Yes, if you object to the Settlement and have not opted out and excluded yourself from the Class, you

may ask the Court for permission to speak at the Final Approval Hearing. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

Unless you exclude yourself or "opt out" of the Settlement Class, you will remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will give up any rights to sue the Defendants separately for the same claims that are part of the Settlement, and you will not be able to be part of any other lawsuit against the Defendants that is related to the subject matter of the claims being released in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit www. .com.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice is only intended to provide a summary of the proposed Settlement. For the precise terms of the Settlement or to change your address, please visit www. .com, where you will find a copy of the Settlement Agreement and other documents related to the Settlement. You may also contact the Settlement Administrator by calling ( ) , by emailing info@ .com, or writing to:

Corral, et al. v. New Leaf Biofuel, LLC, et al.
Apex Class Action, LLC
P.O. Box _____
Irvine, CA 92619

You may also contact Settlement Class Counsel, whose contact information is listed under Question 16 above.

You may also access the Court records in this case through Court's docket at url, or by visiting the Office of the Clerk [ADDRESS], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. For reference, the case is *Maria Corral, et al. v. New Leaf Biofuel, LLC., et al.,* Case No. 37-2022-41841-CU-NP-CTR.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS NOTICE, THE SETTLEMENT, OR THE CLAIM PROCESS.

Figure 1: Settlement Class Area

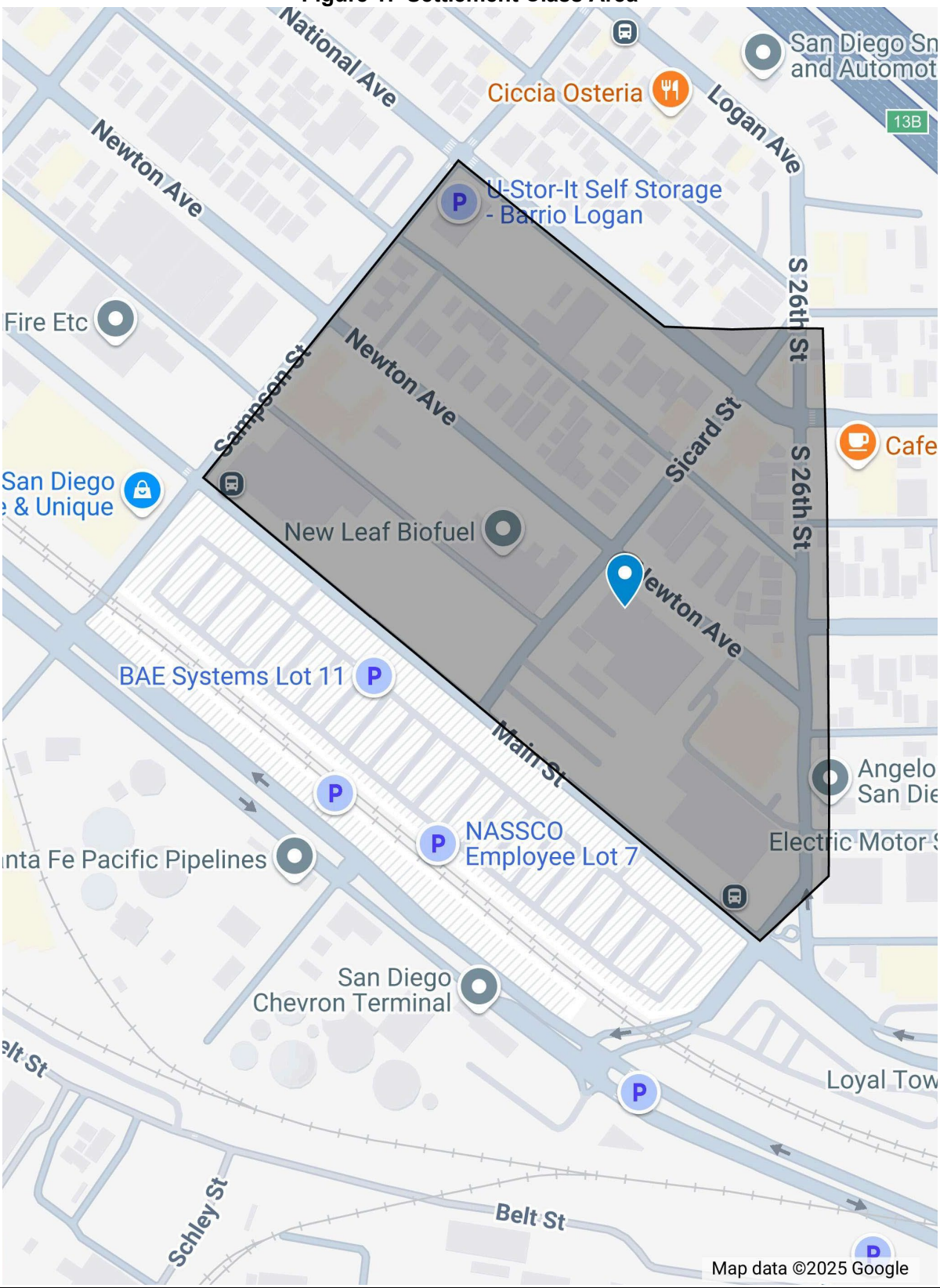

EXHIBIT 1: CLASS AREA BY ADDRESS

The Class is defined as:

All persons over the age of 18 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:

The Class Area

· 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 as shown on Figure 1, 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 determine this.

Figure 1 shows a map of the Class Area.