
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 1)*

Alto Ingredients, Inc.

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class of Securities)

021513106

(CUSIP Number)

BRADLEY L. RADOFF
2727 Kirby Drive, Unit 29L,
Houston, TX, 77098
713-482-2196

MICHAEL TOROK
68 Mazzeo Drive,
Randolph, MA, 02368
617-680-6709

RYAN NEBEL
OLSHAN FROME WOLOSKY LLP, 1325 Avenue of the Americas
New York, NY, 10019
212-451-2300

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

03/17/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

021513106

1

Name of reporting person

Radoff Family Foundation

2	Check the appropriate box if a member of a Group (See Instructions)	
	<input type="checkbox"/> (a)	<input checked="" type="checkbox"/> (b)
3	SEC use only	
4	Source of funds (See Instructions) WC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization TEXAS	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 325,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 325,000.00
11	Aggregate amount beneficially owned by each reporting person 325,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0.4 %	
14	Type of Reporting Person (See Instructions) CO	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person Radoff Bradley Louis	
2	Check the appropriate box if a member of a Group (See Instructions)	
	<input type="checkbox"/> (a)	<input checked="" type="checkbox"/> (b)
3	SEC use only	
4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	

6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 3,300,000.00
	8	Shared Voting Power 325,000.00
	9	Sole Dispositive Power 3,300,000.00
	10	Shared Dispositive Power 325,000.00
11	Aggregate amount beneficially owned by each reporting person 3,625,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 4.7 %	
14	Type of Reporting Person (See Instructions) IN	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person JEC II Associates, LLC
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions) WC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 800,000.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 800,000.00
11	Aggregate amount beneficially owned by each reporting person 800,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 1.0 %	
14	Type of Reporting Person (See Instructions) OO	

SCHEDULE 13D

CUSIP No.	021513106
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1	Name of reporting person Torok Michael	
2	Check the appropriate box if a member of a Group (See Instructions) <input type="checkbox"/> (a) <input checked="" type="checkbox"/> (b)	
3	SEC use only	
4	Source of funds (See Instructions) AF, PF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization UNITED STATES	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 500,000.00
	8	Shared Voting Power 800,000.00
	9	Sole Dispositive Power 500,000.00
	10	Shared Dispositive Power 800,000.00

11	Aggregate amount beneficially owned by each reporting person 1,300,000.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) <input type="checkbox"/>
13	Percent of class represented by amount in Row (11) 1.7 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, \$0.001 par value

(b) Name of Issuer:

Alto Ingredients, Inc.

(c) Address of Issuer's Principal Executive Offices:

400 CAPITOL MALL, SUITE 2060, SACRAMENTO, CALIFORNIA , 95814.

Item 2. Identity and Background

(a) Item 2(a) is hereby amended to add the following:

Following the entry into the Agreement, as defined and described in Item 4 below, on March 18, 2025, the Reporting Persons mutually agreed in writing to terminate the Group Agreement pursuant to Section 9 thereof (the "Termination Agreement"). In connection with the Termination Agreement, which is attached as Exhibit 99.2 hereto and incorporated herein by reference, the Reporting Persons are no longer members of a Section 13(d) group and shall cease to be Reporting Persons immediately after the filing of this Amendment No. 1 to the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On March 17, 2025, Bradley L. Radoff and Michael Torok (together, the "Radoff/Torok Group") entered into a letter agreement (the "Agreement") with the Issuer. Pursuant to the Agreement, incumbent directors Douglas L. Kieta and Michael D. Kandris will not stand for re-election to the Board at the 2025 Annual Meeting.

Pursuant to the Agreement, the Reporting Persons are subject to certain customary standstill restrictions from the date of the Agreement until the earlier to occur of (i) 30 days prior to the deadline for delivery of notice under the Amended and Restated Bylaws of the Issuer for the nomination of director candidates for election to the Board at the Issuer's 2026 Annual Meeting of Stockholders (the "2026 Annual Meeting") or (ii) 120 days prior to the first anniversary of the 2025 Annual Meeting (the "Standstill Period"), it being understood that the Issuer shall be required to give sufficient advance notice to the Radoff/Torok Group in the event the Issuer determines to advance or delay the 2026 Annual Meeting, so that the Radoff/Torok Group will continue to have no less than 30 days to nominate at such meeting. During the Standstill Period, the Reporting Persons also agreed to vote their Shares in favor of all directors nominated by the Board for election and otherwise in accordance with the recommendations of the Board, and against the election of any director nominee not so recommended by the Board; provided, however, that in the event that both Institutional Shareholder Services Inc. ("ISS") and Glass Lewis & Co., LLC ("Glass Lewis") recommend otherwise with respect to any proposals (other than the election of directors), the Reporting Persons shall be permitted to vote in accordance with the ISS and Glass Lewis recommendations; provided, further, that the Reporting Persons shall be permitted to vote in their sole discretion with respect to any publicly announced proposals relating to a merger, acquisition, disposition of all or substantially all of the assets of the Issuer or other business combination involving the Issuer requiring a vote of stockholders of the Issuer. During the Standstill Period, the Reporting Persons also agreed not to acquire beneficial ownership of more than 19.9% of the outstanding Shares.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(a) Item 5(a) is hereby amended and restated to read as follows:

The aggregate percentage of Shares reported owned by each person named herein is based on 76,611,090 Shares outstanding as of March 12, 2025, which is the total number of Shares outstanding as disclosed in the Issuer's Annual Report on Form 10-K file d with the Securities and Exchange Commission on March 13, 2025.

As of the date hereof, the Radoff Foundation directly beneficially owned 325,000 Shares, constituting approximately 0.4% of the Shares outstanding.

As of the date hereof, Mr. Radoff directly beneficially owned 3,300,000 Shares, constituting approximately 4.3% of the Shares outstanding. Mr. Radoff, as a director of the Radoff Foundation, may be deemed to beneficially own the 325,000 Shares beneficially owned by the Radoff Foundation, which, together with the Shares he directly beneficially owns, constitutes an aggregate of 3,625,000 Shares, constituting approximately 4.7% of the Shares outstanding.

As of the date hereof, JEC II directly beneficially owned 800,000 Shares, constituting approximately 1.0% of the Shares outstanding.

As of the date hereof, Mr. Torok directly beneficially owned 500,000 Shares, constituting approximately 0.7% of the Shares outstanding. Mr. Torok, as the Manager of JEC II, may be deemed to beneficially own the 800,000 Shares beneficially owned by JEC II, which, together with the Shares he directly beneficially owns, constitutes an aggregate of 1,300,000 Shares, constituting approximately 1.7% of the Shares outstanding.

Each Reporting Person disclaims beneficial ownership of the Shares that he or it does not directly own.

(c) Item 5(c) is hereby amended and restated to read as follows:

There have been no transactions in securities of the Issuer by the Reporting Persons since the filing of the Schedule 13D.

(e) Item 5(e) is hereby amended and restated to read as follows:

As of March 18, 2025, effective upon the Termination Agreement, the Reporting Persons ceased to collectively beneficially own over 5% of the Shares.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On March 17, 2025, the Radoff/Torok Group and the Issuer entered into the Agreement as defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On March 18, 2025, the Reporting Persons executed the Termination Agreement, thereby terminating the Group Agreement. A copy of the Termination Agreement is attached as Exhibit 99.2 hereto and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

99.1 - Agreement, dated March 17, 2025, by and among the Issuer, Bradley L. Radoff and Michael Torok.

99.2 - Termination Agreement, dated March 18, 2025.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Radoff Family Foundation

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff, Director
Date: 03/18/2025

Radoff Bradley Louis

Signature: /s/ Bradley L. Radoff
Name/Title: Bradley L. Radoff
Date: 03/18/2025

JEC II Associates, LLC

Signature: /s/ Michael Torok
Name/Title: Michael Torok, Manager
Date: 03/18/2025

Torok Michael

Signature: /s/ Michael Torok

Name/Title: Michael Torok

Date: 03/18/2025

TERMINATION AGREEMENT

March 18, 2025

Each of the undersigned is a party to that certain Group Agreement, dated as of February 24, 2025 (the "Group Agreement"), with respect to Alto Ingredients, Inc. In accordance with Section 9 of the Group Agreement, each of the undersigned hereby agrees that the Group Agreement is hereby terminated effective immediately.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed as of the day and year first above written.

The Radoff Family Foundation

By: /s/ Bradley L. Radoff
Name: Bradley L. Radoff
Title: Director

/s/ Bradley L. Radoff
Bradley L. Radoff

JEC II Associates, LLC

By: /s/ Michael Torok
Name: Michael Torok
Title: Manager

/s/ Michael Torok
Michael Torok