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OMB No. 1124-0006; Expires October 31, 2026

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Cotchett, Pitre & McCarthy, LLP

2. Registration Number
7480

3. Primary Address of Registrant
840 Malcolm Road, Suite 200, Burlingame, CA 94010

4. Name of Foreign Principal
Intergenerational Environment Justice Fund Ltd

5. Address of Foreign Principal
171-173 Mounts Bay Road
Perth, Western Australia
AUSTRALIA 6000

6. Country/Region Represented
AUSTRALIA

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official(s) with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official(s) with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Charity

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Minderoo Foundation

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
10/21/2024	Niall P. McCarthy	Sign	/s/Niall P. McCarthy
10/21/2024	Tyson C. Redenbarger	Sign	/s/Tyson C. Redenbarger
10/21/2024	Grace Y. Park	Sign	/s/Grace Y. Park
10/21/2024	Kevin J. Boutin	Sign	/s/Kevin J. Boutin

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/24/24	Nick McCarthy	
10/21/24	Tyson Redenbarger	
10/21/24	Grace Y. Park	
10-21-24	Kevin Boutin	

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Cotchett, Pitre & McCarthy, LLP	7480

3. Name of Foreign Principal

Intergenerational Environment Justice Fund Ltd

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 12/15/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Legal services in California lawsuit

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Legal services in California lawsuit

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			
			$ 249,838.52
			Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

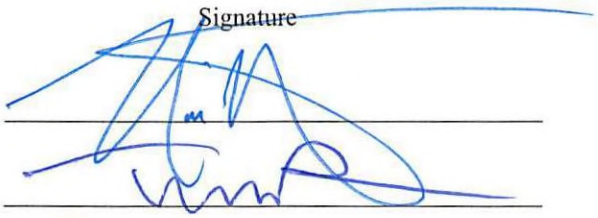
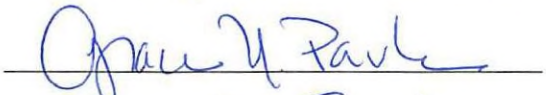
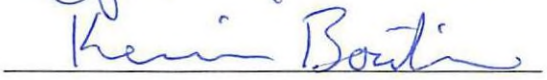
Date	Printed Name		Signature
10/21/2024	Niall P. McCarthy	Sign	/s/Niall P. McCarthy
10/21/2024	Tyson C. Redenbarger	Sign	/s/Tyson C. Redenbarger
10/21/2024	Grace Y. Park	Sign	/s/Grace Y. Park
10/21/2024	Kevin J. Boutin	Sign	/s/Kevin J. Boutin

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EXECUTION

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Date	Printed Name	Signature
10/24/24	Niall McCarthy	
10/21/24	Tyson Redenbarger	
10/21/24	Grace Y. Park	
10-21-24	Kevin Boutin	

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Appendix
Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
03/22/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 29,163.95
06/14/2024-06/28/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 64,103.60
06/28/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 31,064.32
06/28/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 2,640.00
07/25/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 51,748.09
09/06/2024	Intergenerational Environment Justice Fund, Ltd.	Legal services in California lawsuit	$ 71,118.56

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AMENDED HOURLY FEE AGREEMENT

In return for legal services to be rendered by the LAW OFFICES OF **COTCHETT, PITRE & McCARTHY, LLP** ("ATTORNEYS") for the prosecution of claims against parties responsible for injuries and/or damages sustained in connection with plastic pollution and the use of single use plastics ("CLAIMS"), CLIENT **INTERGENERATIONAL JUSTICE FUND, also known as INTERGENERATIONAL ENVIRONMENT JUSTICE FUND LTD** ("IEJF"), hereby employs ATTORNEYS to investigate and prosecute the CLAIMS. IEJF supports non-profit and environmental justice efforts worldwide, and views litigation as a means to achieve environmental objectives.

On June 8, 2023, IEJF entered into an Hourly Fee Agreement ("PRIOR AGREEMENT") with ATTORNEYS. While IEJF no longer anticipates being a plaintiff in the litigation, IEJF remains an entity represented by ATTORNEYS relative to plastic pollutions. IEJF will financially support other non-profits pursuit of this litigation as they share common core beliefs and missions. ATTORNEYS and IEJF acknowledge that other non-profits will enter into separate agreements with ATTORNEYS to prosecute this action. IEJF will fund this litigation as long as it deems appropriate, due to IEJF's belief in the cause of the litigation.

Initials

I. INTRODUCTION

ATTORNEYS will represent IEJF and non-profit organizations in the investigation and prosecution of a lawsuit against companies potentially responsible for the production and sale of plastics, polymers and additives commonly used in problematic, unnecessary and single-use plastics that account for pollution and pose a major threat to environmental and human health. This case is designed to bring positive change to the plastics industry. IEJF recognizes this type of litigation has barriers to success, and ATTORNEYS have made no promises on outcomes.

II. ATTORNEYS' FEES AND COSTS

IEJF agrees to pay reasonable fees to ATTORNEYS on the following hourly basis. It is understood that no specific fee is set by law, but is negotiable between ATTORNEYS and IEJF, and that this fee has been specifically agreed to between the parties.

Initials

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1. The reduced sum of $[redacted] per hour for partners; $[redacted] per hour for associates; and $[redacted] per hour for paralegals. There will be no charge for law clerks. This represents a discount from ATTORNEYS' standard rates reflected on Exhibit A.

Initials

2. IEJF agrees to pay such reasonable costs incurred by ATTORNEYS as in ATTORNEYS' judgment are necessary for the prosecution of the litigation. These costs advanced may include, without limitation, travel expenses, expert fees, data storage costs, and photocopying costs. IEJF's prior approval is required before incurring costs exceeding US $1,000. IEJF agrees that cost coordination of the prosecution of the litigation among non-profit plaintiffs will optimize efficiency.

Initials

3. IEJF will not pay fees or costs with respect to matters beyond the prosecution of the litigation, including but not limited to non-profit plaintiffs' public relations in connection with prosecution of the litigation.

Initials

4. Upon thirty (30) days advance written notice to non-profit plaintiffs and ATTORNEYS, IEJF may stop paying fees and costs to ATTORNEYS if it reasonably concludes that the CLAIMS are not viable or aligned with IEJF's purposes. Should IEJF stop paying fees and costs, ATTORNEYS will likely agree to represent non-profit plaintiffs on a *pro bono* basis through the trial court phase. ATTORNEYS reserve the right to seek reimbursement of its unpaid attorneys' fees and costs from defendant(s) in the litigation.

Initials

5. IEJF's funding of this litigation will in no way affect ATTORNEYS' independent professional judgment.

Initials

6. Each non-profit plaintiff will make its own determination of whether a particular case outcome is acceptable.

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7. IEJF and non-profit plaintiffs' agree to keep all their communications confidential.

Initials

8. IEJF is retaining a law firm, not any particular ATTORNEY, and the ATTORNEY services to be provided to IEJF will not necessarily be performed by any particular ATTORNEY.

Initials

9. ATTORNEYS will send IEJF monthly statements indicating the nature and amount of ATTORNEYS' fees and costs incurred, and any current balance owed. Any balance will be paid in full within 30 days after the date the statement is mailed.

Initials

10. IEJF recognizes that ATTORNEYS give no advice on tax matters.

Initials

III. LITIGATION AND PROCEEDS

If prosecution of the claims is successful, ATTORNEYS may seek reimbursement of its attorneys' fees and costs from defendant(s) in the litigation. Any such fees and costs awarded by the court will be refunded to IEJF as to fees and incurred costs. Any recovery in excess of attorneys' fees and costs will be donated to a suitable charity focused on the environment.

Initials

IV. REPRESENTATIONS

IEJF acknowledges that ATTORNEYS have made no representation whatsoever regarding the successful termination of said representation.

Initials

V. WAIVER OF POTENTIAL CONFLICT OF INTEREST

IEJF acknowledges that it has considered the Conflict of Interest Disclosure and signed the Waiver of Conflicts attached as Exhibit B.

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VI. WITHDRAWAL OF ATTORNEYS

IEJF may discharge ATTORNEYS at any time. ATTORNEYS may withdraw only for good cause. Among facts constituting good cause are IEJF's breach of this Agreement, IEJF'S refusal to cooperate with ATTORNEYS or to follow ATTORNEYS' advice on a material matter, or any fact or circumstance that would render ATTORNEYS' continuing representation of IEJF unlawful or unethical. Should said ATTORNEYS withdraw or be discharged, they shall be paid for all costs advanced and for reasonable ATTORNEYS' fees. ATTORNEYS and IEJF each agree to sign any documents reasonably necessary to complete ATTORNEYS' discharge or withdrawal.

Initials

VII. ARBITRATION OF DISPUTES

In the event that any dispute arises relating to this Agreement or ATTORNEYS' performance of services hereunder, IEJF and ATTORNEYS agree that such dispute shall be submitted to Judicial Arbitration Mediation Services ("JAMS") in San Francisco, or, if that forum is not available, to another equivalent alternative dispute resolution forum. IEJF agrees to submit to the jurisdiction of JAMS or the substitute forum for purposes of enforcing this arbitration agreement. The dispute shall be conclusively decided, without appeal or review, by a mutually agreeable JAMS neutral, or if an agreement cannot be reached as to a JAMS neutral, by a JAMS neutral selected by the Senior Judicial Officer and Chairman of the Executive Committee of JAMS (or the equivalent). Any costs, fees, or expenses of the services of JAMS will initially be shared equally by ATTORNEYS and IEJF. Any award of the Arbitrator may re-allocate Arbitration fees, Arbitrator compensation and costs pursuant to Rule 24 of the JAMS Comprehensive Arbitration Rule and Procedures. This agreement to arbitrate is not intended to abrogate IEJF's right to require a non-binding fee arbitration pursuant to California Business & Professions Code §§ 6200-6206.

Pursuant to the 2021 JAMS Comprehensive Arbitration Rules and Procedures, Rule 11(b), "[j]urisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter."

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VIII. WAIVER OF JURY TRIAL REGARDING DISPUTES BETWEEN IEJF AND ATTORNEYS

By agreeing to arbitration of disputes relating to this Agreement or ATTORNEYS' performance of services hereunder, IEJF acknowledges that (1) IEJF is waiving the right to a jury trial as to such disputes, (2) parties' ability to conduct discovery, or get information, is much more limited in arbitration than in court proceedings, and (3) there is limited appellate review of an arbitration. IEJF knowingly waives the right to a jury trial of any dispute with ATTORNEYS relating to this Agreement, pursuant to *Schatz v. Allen Matkins Leck Gamble & Mallory LLP* (2009) 45 Cal.4th 557, 2009 Cal. LEXIS 125. IEJF also knowingly waives the right to the full extent of discovery and appellate review that would apply if such a dispute were brought and litigated in court.

Initials

IX. REQUEST TO SEEK INDEPENDENT ADVICE

Before entering into this agreement, the LAW OFFICES OF COTCHETT, PITRE & McCARTHY, LLP have specifically advised IEJF of the right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. IEJF has obtained such independent advice as necessary concerning any questions on this matter, and has consulted with an experienced California attorney, regarding this representation and the terms of this Agreement.

Initials

X. INSURANCE COVERAGE

THE LAW OFFICES of **COTCHETT, PITRE & McCARTHY, LLP** maintain errors & omissions insurance applicable to the legal services to be rendered.

Initials

XI. AUTHORITY TO SIGN

IEJF signing below verifies that the signature is authorized by the appropriate entity or board. If IEJF represents an entity, the proper resolution has been obtained after receiving permission from the entity to enter into this agreement. If IEJF is married or in a common law or civil union, IEJF represents that there is authority from the other person to enter into this agreement.

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DATED at Perth, Western Australia (City/State/Country),
on _____, 2023.

(A DUPLICATE COPY OF THIS CONTRACT HAS BEEN PROVIDED TO ME)

Print Name: PETER ERNEST HUSTON
for INTERGENERATIONAL
ENVIRONMENT JUSTICE FUND LTD.

Dated: 15 December 2023

NIALL P. McCARTHY
for COTCHETT, PITRE & McCARTHY, LLP

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EXHIBIT A

STANDARD HOURLY RATES

PARTNERS:	**Hourly Rate**
Joseph W. Cotchett	[redacted]
Frank M. Pitre	
Niall P. McCarthy	
Mark C. Molumphy	
Robert B. Hutchinson *(Of Counsel)*	
Paul N. "Pete" McCloskey *(Of Counsel)*	
Nanci E. Nishimura	
Anne Marie Murphy	
Adam J. Zapala	
Brian Danitz	
Gary A. Praglin	
Karin B. Swope	
Elizabeth T. Castillo	
Julie L. Fieber	
Alexander E. Barnett	
Sarvenaz J. (Nazy) Fahimi	
Donald J. (Duffy) Magilligan	
Tamarah P. Prevost	
John P. Thyken	
Kelly Winter Weil	
Nabilah A. Hossain	
Tyson C. Redenbarger	
Grace Y. Park *(Of Counsel)*	
Andrew F. Kirtley	
SENIOR ASSOCIATE LAWYERS:	
John Stephen Beke	[redacted]
Hannah K. Brown	
James G.B. Dallal	
David G. Hollenberg	
Elle D. Lewis	
Jeffrey G. Mudd	
Carlos Urzua	
Theresa E. Vitale	
ASSOCIATE LAWYERS:	[redacted]
SENIOR PARALEGALS:	
Zyres Agudelo	[redacted]
Valerie Barretto	
Michael Caylao	
Laurie D'Elia	
Nirav Engineer	
Darren Kelley	
Peter Luc	
Amy Prescott	
Jaclyn Verducci	
PARALEGALS/CASE ASSISTANTS/ RESEARCH ASSISTANT:	[redacted]
TECHNICAL SUPPORT:	[redacted]
CLERKS:	[redacted]

Effective 10/16/2023

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EXHIBIT B

CONFLICT OF INTEREST DISCLOSURE

INTERGENERATIONAL ENVIRONMENT JUSTICE FUND LTD. ("IEJF") has engaged with the Law Offices of Cotchett, Pitre & McCarthy LLP ("ATTORNEYS") to represent it in connection with the investigation and prosecution of a lawsuit against companies potentially responsible for the production and sale of plastics, polymers and additives commonly used in problematic, unnecessary and single-use plastics that account for pollution and pose a major threat to environmental and human health. ATTORNEYS intend to concurrently represent other non-profits focused on environmental justice _____ ("CONCURRENT CLIENT") with respect to the claims.

As ATTORNEYS have discussed with IEJF, a lawyer's concurrent representation of multiple clients in the same or similar matter raise the possibility for conflicts of interest as defined in Rule 3-310 of the California Rules of Professional Conduct. ATTORNEYS are therefore providing you with this written disclosure of the potential and actual conflicts that might occur in this matter, and obtain your written consent to waive the conflicts of interest in order to undertake representation of everyone in this matter pursuant to California Rule of Professional Conduct 1.7.

At the present time, ATTORNEYS are not aware of any facts or circumstances which make it reasonably likely that an actual conflict of interest currently exists or might later arise between IEJF and CONCURRENT CLIENT in this matter. Neither IEJF nor CONCURRENT CLIENT have brought to ATTORNEYS' attention any factual disagreements between them or other circumstances they believe might suggest they actually have divergent interests, disagreements, or conflicts among them. Nevertheless, the risk is always present that circumstances may change, or that disagreements could arise between them in the future. In addition, presently unforeseen conflicts of interest could potentially arise in the future based on further factual investigation or unanticipated developments in this case.

Duty of Loyalty

IEJF should consider the potential issues that can arise from ATTORNEYS' duties of loyalty and confidentiality in a concurrent representation. The duty of loyalty requires ATTORNEYS to act in each of our clients' best interests. We cannot give legal advice to one client that might be detrimental or harmful to another, as that would result in divided loyalty. Nor can we represent one client against the other in any disagreement while we jointly represent you. A potential conflict of interest could arise if we were called upon to give legal advice to one client that could have an adverse impact on the other client(s). If any such actual conflicts were to arise in the future, we will be ethically required to bring them to your attention and to obtain your further informed written consent and waiver of

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such potential conflicts in order to continue to represent you, or if that is not possible, we may be required to withdraw from further representation of one or both of you.

Confidentiality

The duty of confidentiality requires us to protect your confidential information and secrets. Where one or more clients are jointly represented in the same matter, however, all confidential information is normally shared between the joint clients. *See* California Evidence Code § 962. This means that if one client has confidential information that the client does not want to be shared with the other client, then separate legal counsel should be retained by that client in order to protect the confidentiality of any information that might become the subject of subsequent action between any of you and the other jointly represented client. By agreeing to waive the conflict of interest inherent in the representation by one law firm of multiple clients in a matter, you expressly agree that ATTORNEYS is authorized to share with both clients the communications we have with each client. By signing this agreement, IEJF agrees that ATTORNEYS are authorized to share with CONCURRENT CLIENT all the information that IEJF communicates to us and otherwise shares with us during the pendency of this case.

Potential Future Disagreements, Divergence of Interests and Actual Conflicts

Additionally, conflicts can arise when one law firm represents multiple clients even though there is no direct adversity or conflict existing between them. For example, a disagreement could arise in the future as to the respective amount of damages suffered by individual clients and/or the estate or there may be an inadequacy of collectible funds for damages requiring proration of the ultimate monetary recovery. However, at this time, it appears reasonably clear that your respective interests are aligned. On this basis, we see no actual conflict of interests between you.

An actual conflict of interest would arise if we are given conflicting instructions from you regarding strategy, how to handle the case, or whether to settle, and on what terms. If you raise claims adverse to one another at a later date, that would also constitute an actual conflict of interest. Again, we could not act as your attorneys in resolving any disagreements or conflicting instructions from you. You would need to resolve such disagreements among yourselves, with or without independent legal counsel, and provide us with a common set of instructions. In the event you could not agree and we continued to receive conflicting instructions, we might be required to withdraw from the representation of one or both of you, and one or more of you would be required to hire separate legal counsel. As discussed above, in that circumstance, confidential information that we gained during our concurrent representation of your interests might be used by our remaining client in a manner adverse to your interests.

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Additionally, while we will seek individual recoveries for each of you and will endeavor to obtain separate settlement offers or recoveries from the defendants that each of you will separately approve, it is not uncommon for defendants to make one lump sum settlement offer (also called an "aggregate settlement offer") to the group of plaintiffs, which the plaintiffs then have to divide among themselves. If an aggregate settlement offer is made and accepted by all of you, then we will be ethically prohibited from representing any one of you against others in the plaintiff group to determine how the settlement fund will be divided. You will be responsible for deciding among yourselves how the settlement funds will be divided between you. You can cooperatively decide among yourselves, or you can mediate or arbitrate your individual claims, such as agreeing to use the services of a retired judge to decide how the aggregate recovery should be divided among you, or you can each hire your own individual lawyers to negotiate or litigate the proportionate amount you shall seek from the settlement funds between yourselves. By agreeing to hire our firm, you agree that you will not seek, and we will not provide, any advice to you regarding the division of any aggregate settlement or recovery obtained from the defendant(s).

To the extent permitted by the applicable rules of professional conduct, we request that you consent to ATTORNEYS' withdrawal from representation of you and/or CONCURRENT CLIENT in the event an unwaivable conflict arises that requires ATTORNEYS to withdraw. We further require each of you to agree that, if an actual disagreement, dispute or other conflict of interest ever develops between you that prevents us from continuing to represent all of you concurrently, or if ATTORNEYS is ethically required or permitted to withdraw from representation of either of you for another reason, or if you and/or CONCURRENT CLIENT elect to retain separate counsel, ATTORNEYS may continue to represent the remaining client(s) in all present or future matters. This means that ATTORNEYS could represent the remaining clients in matters that are directly adverse to the withdrawing client(s). In these circumstances, ATTORNEYS could use on behalf of the remaining client, and against the withdrawing client, confidential information learned in the course of ATTORNEYS' joint representation, even where the representation may be adverse to the client who is no longer represented by our firm and even if confidential information was obtained by ATTORNEYS during this joint representation. By executing this agreement, IEJF agrees that, under such circumstances, IEJF will not seek to disqualify ATTORNEYS from representing the remaining client.

We believe that despite any potential conflicts of interest described above, ATTORNEYS can continue to provide you with competent and diligent representation, notwithstanding the representation of CONCURRENT CLIENT. We do not anticipate pursuing your case any differently due to our representation of CONCURRENT CLIENT.

You should consider these risks in deciding whether to consent to our joint representation. You should also consider the potential benefits of concurrent representation, which include a degree of economic efficiency, coordinated legal assistance

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and strategy, and efficient use of knowledge gained regarding Schoner's and First Republic's operations.

If you are not comfortable at this time with any of the risks, consequences, agreements and procedures discussed above, then you should not agree to have the same law firm jointly represent your interests. Rather, you should retain separate and independent counsel. After you have considered the risks and consequences of ATTORNEYS's concurrent representation of your interests, and if you are comfortable with the arrangement described above, then please sign the Waiver of Conflicts, signifying your receipt of this conflicts of interest disclosure and your agreement and consent to ATTORNEYS's representation of potentially or actually conflicting interests.

IEJF is *encouraged to consult with independent legal counsel regarding these disclosures and the consequences of waiving potential or actual conflicts of interest as outlined above.*

WAIVER OF CONFLICTS

I hereby acknowledge that I have carefully read the **CONFLICT OF INTEREST DISCLOSURE**, informing me that my interests may potentially conflict with CONCURRENT CLIENT in our claims. I expressly acknowledge that the concurrent representation by ATTORNEYS of my interests and those of CONCURRENT CLIENT constitutes the representation of potentially conflicting interests, and that it is possible that actual conflicts of interest could occur. I nevertheless knowingly and voluntarily consent to such concurrent representation by ATTORNEYS.

In the event a conflict of interest arises in the future which prevents ATTORNEYS from continuing to represent me, or in the event I elect to retain separate legal counsel for any reason, I waive any objection to ATTORNEYS's continuing to represent the remaining plaintiff(s), despite the fact I may have communicated confidential information to ATTORNEYS during the period of the concurrent representation.

I acknowledge that I have been advised that I have the right to seek independent legal counsel in connection with the advisability of waiving conflicts of interest and entering into this consent and waiver, and I have had a reasonable opportunity to do so.

CLIENT — 15 December 2023
Date Signed

CLIENT — Date Signed

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For Cotchett, Pitre & McCarthy, LLP

December 15, 2023

Date Signed

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