



OFFICE OF THE
ARIZONA STATE TREASURER
KIMBERLY YEE
TREASURER



December 9, 2021

Mr. Alan Jope
Chief Executive Officer, Unilever PLC
Unilever House
100 Victoria Embankment
London, EC4Y 0DY
United Kingdom

Re: Misrepresentation by Unilever Board, Active Participation in Boycott of Israel

Dear Mr. Jope:

As State Treasurers, it is our duty to manage state assets in accordance with state law. We are writing to request further clarification on Unilever's ability to override the boycott undertaken by your subsidiary, Ben & Jerry's.

In Unilever's responses to state inquiries, your company has sought to deflect responsibility for Ben & Jerry's boycott by suggesting that you have no authority over your subsidiary's decision in this case. You have been quoted as saying "As part of the acquisition agreement, we have always recognized the right of the brand and its independent Board to take decisions about its social mission. We also welcome . . . that Ben & Jerry's will stay in Israel."

We have gathered from the attached letter sent to you by StandWithUs and the Israeli-American Coalition for Action that the representations Unilever has made to certain state officials may not have been truthful. Key legal experts have recently attested to Unilever's authority and discretion after reviewing the Ben & Jerry's acquisition agreement. In their joint Newsweek article, Jesse Fried and David Webber, law professors at Harvard and Boston University respectively, clarified Unilever and Ben & Jerry's joint liabilities pursuant to that agreement. They noted that Unilever's acquisition of Ben & Jerry's "specifically requires" the latter to "help Unilever sell the premium ice cream in Israel."

Therefore, Unilever's failure to exercise its apparent basis for overriding Ben & Jerry's boycott may directly implicate your company as an active participant in the boycott at issue.

We, the undersigned, respectfully request a response that provides full clarification and transparency regarding Unilever's ability to override the discriminatory boycott of Israel initiated by Ben & Jerry's in light of the aforementioned letter and an explanation of why Unilever has yet to do so.

cc: Unilever Board of Directors

Sincerely,



Kimberly Yee
Arizona State Treasurer



Julie Ellsworth
Idaho State Treasurer



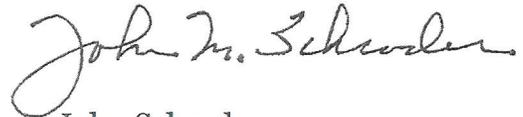
John Murante
Nebraska State Treasurer



Randy McDaniel
Oklahoma State Treasurer



Riley Moore
West Virginia State Treasurer



John Schroder
Louisiana State Treasurer



David McRae
Mississippi State Treasurer

October 15, 2021

VIA E-MAIL

Alan Jope
CEO, Unilever
alan.jope@unilever.com

Re: Unilever's Authority & Obligation to Overturn Ben & Jerry's Decision to Engage in Discriminatory Boycott of Israel

Dear Mr. Jope:

We write on behalf of StandWithUs and the Israeli-American Coalition for Action to follow up on your letter of July 27, 2021, regarding Ben & Jerry's decision to effectively boycott the State of Israel by cutting ties with its licensee there. To be clear, and as explained below, Ben & Jerry's decision is, in practice, a decision to boycott the entire State of Israel, as companies are not legally permitted to sell to some Israelis while boycotting others. We are disappointed by the disingenuous attempts by Unilever and Ben & Jerry's to claim otherwise. We are even more disappointed by Unilever's attempt to feign powerlessness over this boycott decision. You [write](#): "As part of the acquisition agreement, we have always recognised the right of [Ben and Jerry's] and its independent Board to take decisions in accordance with its social mission." But a review by legal experts of the acquisition agreement indicates that the Ben and Jerry's Board has exceeded its contractual powers and that Unilever thus has the right to reverse the Board's decision.

Unilever has two independent contractual bases for forcing the Board to rescind the boycott. First, the contract gives Unilever the power to make "financial and operational" decisions for Ben & Jerry's; the Board can make "social" decisions only insofar as they are "*commercially reasonable*." (Emphasis added). This limitation on the Board's social decisions appears again and again, referring to everything from the use of fair-trade products, to the use of unbleached paper in packaging, to purchasing from nonprofit suppliers or suppliers from economically disadvantaged groups. And it makes perfect sense. Unilever would never have agreed to buy Ben & Jerry's if the Board could make any commercially unreasonable decision it wished under the guise of its social mission. However, neither Unilever nor Ben and Jerry's has explained how it is commercially reasonable to effectively boycott Israel—because it is not. Boycotting an entire country is, in fact, commercially *unreasonable*, especially when it triggers counter-boycotts by states and consumer groups and divestment of state pension funds. In fact, since the boycott announcement, Unilever has underperformed competitors, suggesting that the boycott decision has harmed your investors.

Second, the merger agreement states that “[Ben and Jerry’s] shall use commercially reasonable efforts to obtain (at [Ben and Jerry’s] expense) for [Unilever] the right to conduct all facets of the Business in Israel.” This language directly conflicts with effectively boycotting Israel. Ben and Jerry’s must explain—to you and to the investing public—how its social mission requires such a boycott when it signed a contract showing that doing business in Israel was consistent with its social mission. Clearly, it is Ben and Jerry’s that is in breach, and it is within Unilever’s rights to reverse the Board. If it fails to do so, Unilever itself—not only Ben & Jerry’s—will be effectively choosing to participate in this boycott.

We are also troubled by what appear to be false statements made by Unilever and/or Ben and Jerry’s regarding the scope of the boycott, which are repeated in your letter. On July 19, 2021, Ben and Jerry’s [announced](#), “Although Ben & Jerry’s will no longer be sold in the O[ccupied] P[alestinian] T[erritories], we will stay in Israel through a different arrangement.” As we understand it, this statement was actually written by Unilever and adopted by Unilever as its own via a [press release](#) linking to the statement. Anuradha Mittal, the Board Chair who apparently pushed for Ben & Jerry’s to cut ties with its Israeli licensee, has [described](#) this statement—your statement—as a form of “deceit.” She has explicitly promoted boycotts targeting all of Israel and implied Israel’s existence is a “catastrophe.” Furthermore, as you must know, Israeli law bars boycotts of Israeli citizens based on their location. This means that Ben and Jerry’s can stay and sell to all Israelis, or it can leave Israel, but it cannot boycott only some Israeli citizens or communities without violating Israeli domestic law. While your [letter](#) states that “Ben & Jerry’s has also made it clear that although the brand will not be present in the West Bank from 2023, it will remain in Israel through a different business arrangement,” Israeli law makes it clear that there is no scenario under which this could happen.

In light of the foregoing, we expect Unilever to correct its error and use its clear authority under the merger agreement to reverse the Ben and Jerry’s Israel boycott. We look forward to your response and would appreciate hearing from you by close of business on Wednesday, October 20, 2021.

Thank you,



Roz Rothstein
CEO & co-Founder, StandWithUs

cc: Unilever Board of Directors

