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KABBALAH CENTRE INTERNATIONAL, INC.

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 CV 08-04599 ODW (RZA)

18 KABBALAH CENTRE)
INTERNATIONAL, INC., a California)
19 Nonprofit Corporation)

20 Plaintiff,

21 vs.

22 OSNAT YODKEVITCH, an)
individual, SHAUL YODKEVITCH,)
23 an individual; UNIVERSAL)
KABBALAH COMMUNITIES, INC.,)
24 a California corporation, and DOES 1)
through 100, inclusive,)

25 Defendants.
26
27
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Case No.

**COMPLAINT SEEKING DAMAGES
AND INJUNCTIVE RELIEF FOR
UNFAIR COMPETITION,
VIOLATION OF THE LANHAM
ACT, MISAPPROPRIATION OF
TRADE SECRETS, ET AL; DEMAND
FOR JURY TRIAL**

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
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FILED

1 The plaintiff, Kabbalah Centre International, Inc. (hereinafter "The Kabbalah
2 Centre" or "TKC"), by and through its undersigned attorneys, for its complaint
3 against Defendants, alleges as follows:

4 **NATURE OF ACTION**

5 1. This is an action for unfair competition, trade dress infringement,
6 misappropriation of trade secrets, violation of the right of publicity, initial interest
7 confusion doctrine, false endorsement, breach of contract and the covenant of good
8 faith and fair dealing, conversion, breach of confidence, tortious interference with
9 prospective economic advantage, arising under the unfair competition laws of the
10 United States, specifically 15 U.S.C. § 1125, The Lanham Act, and the laws of the
11 State of California.

12 **THE PARTIES**

13 2. TKC is a 501(3)(c) non-profit religious corporation organized and
14 existing under the laws of California with its principal place of business located at
15 1062 South Robertson Boulevard, Los Angeles, California 90035.

16 3. Defendant Shaul Youdkevitch is an individual who resides, upon
17 information and belief, at 109 South Edinburgh Avenue, Los Angeles, California
18 90048.

19 4. Defendant Osnat Youdkevitch is an individual who resides, upon
20 information and belief, at 109 South Edinburgh Avenue, Los Angeles, California
21 90048. She is married to defendant Shaul Youdkevitch.

22 5. Defendant Universal Kabbalah Communities, Inc. is a California
23 Corporation, with its principal place of business at 8056 Beverly Blvd., Los
24 Angeles, California 90048.

25 6. Defendants Shaul Youdkevitch and Osnat Youdkevitch are collectively
26 referred to herein as the "Individual Defendants."

27 7. Shaul Youdkevitch, Osnat Youdkevitch, and Universal Kabbalah
28 Communities, Inc. are collectively as "Defendants."

1 8. The true names and capacities of Defendants DOES 1 through 100,
2 inclusive, are not known to plaintiff TKC at this time, and they are therefore sued
3 under fictitious names. When their true names and capacities are ascertained, TKC
4 will seek leave of Court to amend this Complaint to insert their true names and
5 capacities. TKC is informed and believes, and on that basis alleges, that each of the
6 fictitiously named Defendants is responsible in some manner for the occurrences
7 herein alleged and that damages as herein alleged were proximately caused by the
8 acts of such Defendants. Wherever the term "Defendants" is used in this
9 Complaint, it includes the fictitiously named Defendants as well.

10 9. The Individual Defendants were formerly associated with TKC as
11 employees but since have established a business, Defendant Universal Kabbalah
12 Communities, Inc., that is unfairly competing with TKC. The location of
13 Defendants' business was originally just three (3) blocks from TKC's headquarters
14 until early May 2008, when it was moved to 109 South Edinburgh Avenue, Los
15 Angeles, California 90048.

16 JURISDICTION AND VENUE

17 10. This Court has subject matter jurisdiction over this action pursuant to
18 28 U.S.C. §§ 1331, 1338, and 15 U.S.C. § 1125. This Court also has supplemental
19 jurisdiction pursuant to 28 U.S.C. §§ 1338(b) and 1367 over TKC's claims that
20 arise under the laws of the State of California.

21 11. This Court has personal jurisdiction over the parties to this action
22 because (i) TKC's claims arise in this judicial district, and (ii) each party does
23 business and/or resides in this judicial district.

24 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391
25 because TKC's claims arise in this judicial district, each party does business and/or
26 resides in this judicial district, witnesses and evidence are located within this
27 judicial district, and the acts complained of herein have taken place in this judicial
28 district.

TKC'S WORLDWIDE REACH

13. More than eighty (80) years ago in Jerusalem, Israel, the Rabbi, or Rav, Yehuda Ashlag ("Rav Ashlag") founded TKC, a spiritual and educational organization dedicated to spreading kabbalistic wisdom throughout the world.

14. After Rav Ashlag died, Rav Yehuda Tzvi Brandwein ("Rav Brandwein") maintained leadership of TKC. On or about 1969, before his own death, Rav Brandwein wrote a letter and presented it to Rav Philip Berg ("Rav Berg"), which designated Rav Berg in writing to continue the lineage as President of TKC. Rav Berg currently co-directs TKC with his wife, Karen Berg, and over the past years, the Bergs have been responsible for TKC becoming a well-known, worldwide, leading education and religious organization.

15. TKC is recognized worldwide for its practical tools, teachings and associated products encompassed by a vast body of intellectual property.

TKC'S VALUABLE TRADE SECRETS,

TRADEMARKS AND TRADE DRESS

16. TKC has amassed a broad reserve of valuable and confidential trade secrets, including but not limited to its vast database of dedicated members, students and donors, past and present, and its various course curricula.

17. TKC's confidential student, member and donor information has an immeasurable value, and TKC has expended considerable time and expense in serving and teaching its members through the training and support of its employees and volunteers. These student, member and donor lists are the result of this great expense and effort made by TKC over the past few decades, and includes the identity of individuals, specific information about those individuals, including the amounts of their donations, years of membership with TKC, TKC items and materials purchased, amounts spent on TKC items and materials, registration for holiday events such as Passover and Rosh Hashanah, contact information and other confidential information.

1 18. TKC has invested a substantial amount of time, money and other
2 resources advertising, promoting and marketing its goods and services, including
3 through the use of its website located at www.kabbalah.com, where visitors can
4 obtain information about TKC and TKC's various services and programs, as well as
5 TKC products for sale.

6 19. The trade dress of TKC's website, www.kabbalah.com, predominantly
7 incorporates the color red throughout, including in TKC's logo, lettering and other
8 design elements. (A copy of a page from www.kabbalah.com is attached hereto as
9 Exhibit A).

10 20. TKC also is the owner of various common law trademarks, including
11 **THE LIVING KABBALAH SYSTEM**, which TKC has been using in connection
12 with its educational services since 2006. (A copy of a page from the TKC website
13 showing the use of the mark is attached hereto as Exhibit B).

14 21. Additionally, TKC has established statutory and common law
15 trademark rights in Rav Berg's name. Statutory rights include the following
16 registered trademark:

REG. NO.	MARK	INTERNATIONAL CLASS
2709764	THE KABBALAH CENTRE ESTABLISHED 1922 JERUSALEM DIRECTOR RAV BERG IMPROVING PEOPLE'S LIVES	16

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23 Common law rights have been established through the substantial notoriety
24 that Rav Berg has received as the longstanding leader of TKC's world-renowned
25 and highly publicized organization.
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TKC'S POPULARITY AND STRENGTH
IN THE MARKETPLACE

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3 22. Over the past approximately twenty (20) years, TKC has expended
4 millions of dollars advertising, promoting and marketing its programs, products and
5 services and has experienced tremendous success.

6 23. TKC advertises and promotes its programs, products and services
7 through its website, print media, and through its sponsorship of many worldwide
8 educational programs, including Raising Malawi, the Zohar Project and Spirituality
9 For Kids. Additionally, TKC promotes its programs, products and services through
10 what it calls "Beehive Communities," which are proactive study groups.

11 24. TKC's promotional efforts, along with the high quality of the
12 programs, products and services themselves, have made TKC's programs, products
13 and services extremely popular, and its marks and trade dress, including the color
14 red, extremely recognizable as identifiers of source.

15 25. Through TKC's extensive use, advertising and promotion of its marks
16 and trade dress, the consuming public easily recognizes that products bearing the
17 TKC marks and trade dress emanate from TKC and are of the high quality of the
18 TKC brand.

19 26. TKC's marks and trade dress have acquired secondary meaning and
20 fame as further evidenced by numerous knock-off products and services that
21 different entities have manufactured, distributed and sold in order to trade off of the
22 goodwill and fame associated with TKC's marks and trade dress.

23 27. Indeed, TKC's marks and trade dress have become famous and highly
24 recognizable as indicators of source and are entitled to the utmost protection.

25 28. TKC has expended large amounts of resources actively policing
26 infringing activities.

TKC'S COPYRIGHTS

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2 29. TKC is the copyright owner of a massive body of work comprised of
3 books, articles, magazines, newsletters, website content, lectures, course materials,
4 lessons, speeches, audio and video recordings, photography, promotional,
5 advertising and marketing materials (among other things).

6 30. TKC owns the copyrights to all of these works, including, but of
7 course not limited to, those works for which the Individual Defendants were
8 involved in the creation.

THE INDIVIDUAL DEFENDANTS' RELATIONSHIP WITH TKC

9
10 31. For approximately twenty-eight (28) years, the Individual Defendants
11 were Chevre at TKC, who are individuals who have a calling to dedicate their lives
12 to TKC and have asked to, and TKC has agreed to, be accepted to work for TKC
13 and its mission. They traditionally are devoted workers of TKC, spreading the
14 spiritual work of TKC throughout the world. They take a "vow" of service to TKC.
15 In return, TKC takes care of their basic material needs. In exchange for their
16 employment at TKC as Chevre, they are provided room and board at TKC
17 residences and various other employment benefits, including medical expenses, an
18 automobile, private school education for their children from pre-school through
19 grade twelve (12), and other basic necessities.

20 32. As devoted religious service employees for many years, the Individual
21 Defendants were part of TKC's inner circle, and were trusted with access to TKC's
22 various confidential trade secrets for the sole purpose of carrying on TKC's mission
23 through its various spiritual programs and services.

24 33. As Chevre, the Individual Defendants were employees whose work for
25 TKC was work-for-hire. Notwithstanding this fact, as an additional protective
26 measure, TKC asked and received written and signed confidentiality agreements
27 from the Individual Defendants, as it does for all of its Chevre.
28

1 34. Specifically, each of the Individual Defendants signed two such
2 Confidentiality & Non-Disclosure Agreements in December of 2005, one in the
3 United States (the "U.S. Agreement") and one in Israel (the "Israel Agreement;"
4 collectively, the "Agreements"). (A copy of the United States executed agreements
5 is attached hereto as Exhibit C).

6 35. In the Agreements, the Individual Defendants agreed to maintain the
7 confidentiality of materials pertaining to TKC, both during and after their service
8 with TKC ended. For example, in the U.S. Agreement, the Individual Defendants
9 acknowledged that they would have access to "confidential/trade, proprietary or
10 sensitive information pertaining" to TKC and agreed to keep that information
11 "private" and "secret." The Individual Defendants also agreed that "during, and
12 subsequent to" their employment at TKC they would not "make use whatsoever" of
13 TKC's confidential information and would "not remove such information" from
14 TKC or "its affiliates in any form or medium" and would not "use such information
15 in connection with work performed for [their] personal benefit or for any other
16 person, firm, or corporation, or other entity, including the general public, directly or
17 indirectly."

18 36. In the U.S. Agreement, the Individual Defendants also agreed that all
19 works created by the Individual Defendants during their employment at TKC that
20 relate to their work as Chevre at TKC are the property of TKC "and may not be
21 considered [the Individual Defendants'] individual property."

22 37. The Individual Defendants also agreed to return all confidential
23 information to TKC at such time that they terminated their employment.

24 38. Additionally, the Individual Defendants agreed not to disparage TKC
25 or Rav Berg in any way. Specifically, in the Israel agreement they promised that
26 during and following the employment term they would not do "anything that will in
27 any way harm the goals" of TKC and/or "the name of Rav Berg" and "will not
28 publicize and/or convey to the public or to individual/s, by mouth, written or

1 printed, directly or indirectly, anything that is connected to” TKC and/or to the
2 name of TKC and/or the name of Rav Berg and that they would not “speak badly
3 and/or criticize and/or ridicule TKC and/or its name and/or the name of Rav Berg.
4 Additionally, in the U.S. agreement they agree that they would not disseminate or
5 publish “any information regarding” TKC or any past or present member thereof.

6 39. In or about February 2008, the Individual Defendants resigned from
7 TKC.

8 **DEFENDANTS UNFAIRLY COMPETE WITH TKC**

9 40. Either before or immediately after their resignations, and while they
10 were still residing in Chevre housing provided to them by TKC, the Individual
11 Defendants established a competing business to TKC, Defendant Universal
12 Kabbalah Communities, Inc., locating the business within three (3) blocks from
13 TKC’s headquarters at 1119 South La Peer Drive, Los Angeles, California 90035.
14 They moved the competing business in early May of 2008 to 8056 Beverly Blvd.,
15 Los Angeles, California 90048.

16 41. In addition, Defendants have been unfairly competing with TKC by
17 intentionally trading upon TKC’s goodwill for the benefit of Defendants’ new
18 commercial venture, a competing religious organization, Defendant Universal
19 Kabbalah Communities, Inc.

20 42. Upon information and belief, Defendants invited TKC students to a
21 public forum where Defendants falsely held out Defendant Shaul Youdkevitch as
22 the successor to Rav Berg, and falsely suggested that Rav Berg endorses
23 Defendants’ new and competing business. It cannot be stressed enough that the
24 designation of Rav Berg’s successor is a tremendously valuable accolade. For
25 Defendant Shaul Youdkevitch to unilaterally and falsely proclaim himself the
26 successor was an act designed to trade off the goodwill of TKC for his benefit and
27 for the benefit of Defendant Onsat Youdkevitch and Defendant Universal Kabbalah
28 Communities, Inc.

1 43. Defendants also invited TKC students to a celebration honoring the
2 anniversary of the death of Rav Brandwein. TKC has long held the death date of
3 Rav Brandwein with reverence and made it the focus of celebrations in honor of
4 Rav Brandwein. Thus, Defendants announced celebration of that particular date,
5 and an announcement made specifically to TKC members, is an additional example
6 of Defendants unfairly competing and creating confusion.

7 44. Defendants established a website at <http://livekabbalah.org>, which is so
8 similar to TKC's own website, www.kabbalah.com, and TKC's **THE LIVING**
9 **KABBALAH SYSTEM** common law mark, as to create confusion, suggesting a
10 sponsorship or association with or approval by TKC.

11 45. This is underscored by the fact that, like TKC's website,
12 <http://livekabbalah.org> prominently features the color red in the lettering and
13 utilizes a font throughout the website that is similar to the font used by TKC on its
14 website. (See copy of a page from www.livekabbalah.org, attached hereto as
15 Exhibit D, and a copy of a page from TKC's www.kabbalah.com, attached hereto as
16 Exhibit A).

17 46. There can be no doubt that Defendants intentionally designed
18 www.livekabbalah.org to trade off the goodwill of TKC, as its first page is
19 confusingly similar to TKC's trade dress to attract and divert TKC members,
20 students and donors, and provides a link to Defendants' "real" website at:
21 www.universalkabbalahcommunities.org.

22 47. Defendants have also traded off the goodwill of TKC and created
23 confusion by naming their business (as promoted on their website) "Universal
24 Kabbalah Communities, Inc.," using and referring to it by the abbreviation "UKC,"
25 which is confusingly similar to "TKC," which TKC is frequently called; the letter
26 strings differ by only one letter. In light of the long association between TKC and
27 the Individual Defendants, the use of this similar abbreviation creates the
28 impression that there is an affiliation between TKC and UKC. Defendants also

1 have been promoting on their website the identical "Beehive Group Based
2 Communities" that TKC created and uses for its proactive educational and
3 promotional efforts, further creating confusion. (See copy of page from
4 www.universalkabbalahcommunities.org referring to the business as "UKC" and
5 promoting "Beehive Group Based Communities," attached hereto as Exhibit E).

6 **DEFENDANTS' CONVERSION AND USE OF TKC'S**
7 **VALUABLE TRADE SECRETS AND VIOLATION OF**
8 **RAV BERG'S RIGHT OF PUBLICITY**

9 48. In actions that both unfairly compete with TKC and breach the
10 Individual Defendants' written Agreements, upon information and belief,
11 Defendants converted TKC's valuable trade secrets and used them to solicit TKC's
12 students, members and donors without TKC permission.

13 49. This confidential information taken by Defendants reduces the
14 universe of millions of potential members, donors and students to a small group of
15 specifically identified and culled individuals, and provides confidential information
16 about the amount of money each individual has, or is willing, to spend on TKC-
17 related materials and/or donate to TKC. That Defendants have taken and used this
18 information has enabled them to specifically target TKC's members, students and
19 donors for their own competing organization without have had to spend the
20 enormous amount of time, effort and resources TKC invested in developing its
21 confidential trade secrets and the goodwill associated thereof.

22 50. By having this direct access to TKC's confidential member, student
23 and donor information, Defendants are able to strategically solicit them more
24 selectively and more efficiently, thus giving Defendants an unfair advantage in their
25 competing business.

26 51. Specifically, upon information and belief, Defendants sent numerous e-
27 mails to TKC's students, members and donors, using addresses and information
28 developed and created over decades by TKC and taken from TKC's confidential

1 files. Upon information and belief, Defendants sent these communications to some
2 TKC students, members and donors with whom Defendants had no previous
3 communications or relationships.

4 52. In those e-mails, Defendants announced the formation of UKC and
5 unfairly competed with TKC. (A copy of one such e-mail is attached hereto as
6 Exhibit F).

7 53. Defendants also sent e-mails to TKC students, members and donors
8 that expressly refer to Rav Berg, misappropriating his personality for commercial
9 use without his permission, in violation of Rav Berg's valuable right of publicity
10 and creating the false impression that Rav Berg endorses Defendants and their new
11 commercial entity, UKC. One such e-mail blast states the following:

12 Although the journey has been challenging, our beliefs
13 have not changed and we stand behind the teachings of
14 Rav Berg and his teachers with more certainty and
excitement than ever before.

15 With all of this magical support we have arrived to the
16 vision we would like to share with you. We feel that with
17 everyone's participation this vision can be developed to
18 become the next evolutionary stage in the saga of
19 spreading Kabbalah and the Zohar around the world.

20

21 Our vision is based on the visions of Rav Ashlag, Rav
22 Berg and their teachers. It is based on many years of hard
23 work, observation, experience and the research of many
24 people.

25 We invite you to read the first draft of this vision on a new
26 site: www.universalkabbalahcommunities.org.

27 We hope that you will feel the need to go to the Message
28 Board on that site and share your feelings with us and
with everyone who wants to participate in creating new
exciting horizons of hope and creativity for the future of
The Kabbalah Movement around the world.

(See copy of e-mail, attached hereto as Exhibit F) (emphasis added).

54. Upon information and belief, Defendants intended that their e-mail
blast using Rav Berg's name would divert TKC's members, students and donors to

1 UKC by creating the false impression of Rav Berg's endorsement of UKC.
2 Comparable unauthorized references to Rav Berg by name appear on Defendants'
3 website. (See copy of page from www.universalkabbalahcommunities.org, attached
4 hereto as Exhibit E).

5 55. In addition to e-mail blasts, Defendants also used TKC's trade secrets
6 to solicit key members, students and donors through printed announcements,
7 telephone calls and requesting personal meetings, again in violation of their written
8 and executed Agreements.

9 56. Specifically, Defendants sent a note to TKC's key members, students
10 and donors that was negative, critical and disparaging of TKC, in direct violation of
11 the Agreements. (See copy of note, attached hereto as Exhibit H).

12 57. Upon information and belief, Defendants also have converted TKC's
13 copyrighted materials, including but not limited to approximately one hundred
14 twenty (120) compact discs of photographs, more than three thousand (3,000)
15 digital images from TKC's archived materials, countless written materials,
16 including proprietary lectures and speeches, and they are or are intending to copy,
17 use, reproduce, adapt and/or sell them as if they were their own works, thereby
18 unfairly competing with TKC and potentially infringing upon TKC's copyrights.
19 Upon information and belief, Defendants also took TKC equipment, including but
20 not limited to a scanner.

21 58. TKC materials include some that were created by the Individual
22 Defendants when they were employed by TKC, at such time that they were both
23 employees, working under the direct control of and at the expense of TKC, and the
24 Individual Defendants executed written Agreements, specifying that any and all
25 works created by the Individual Defendants during their time as Chevre were owned
26 by TKC.

TKC'S NOTICE TO DEFENDANTS

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2 59. In or about February of 2008, TKC discussed with Defendants their
3 actions in an attempt to stop Defendants from continuing their unlawful acts.

4 60. Those efforts were followed by letters from counsel for TKC. For
5 example, on or about March 12, 2008, counsel for TKC sent a cease and desist letter
6 to Defendants, demanding that Defendants cease and desist from 1) using the
7 confusingly similar name and mark LIVE KABBALAH and the confusingly similar
8 domain name livekabbalah.org and transfer the domain name to TKC; 2) using a
9 similar color scheme and/or similar font in connection with their website; 3) using
10 the letter string UKC or any other similar letter string or mark to refer to its
11 organization or services; 4) soliciting TKC's students; 5) representing or utilizing
12 TKC's products as their own; and 6) otherwise infringing upon TKC's intellectual
13 property rights or otherwise unfairly competing with TKC in any manner.

14 61. By letter of May 5, 2008, counsel for TKC sent a cease and desist letter
15 to counsel for Defendants, again demanding that they cease and desist from unfairly
16 competing with TKC, and cease and desist from using TKC's proprietary
17 information to solicit or recruit TKC's students, volunteers or employees or induce
18 them to discontinue their involvement with TKC and return any and all confidential
19 TKC records and materials in their possession, including and in no way limited to
20 student lists or information and recordings of Rav Berg's lectures, notes and
21 teachings, as well as the Individual Defendants' own, which were created during
22 their employment as Chevre.

23 62. Notwithstanding these demands, Defendants have continued their
24 unlawful actions, which infringe TKC's trade dress and unfairly compete with
25 TKC, causing, and are likely to cause, confusion, mistake and deception among
26 TKC's students, members and donors and as to the existence of an association,
27 connection and relationship between TKC and UKC, and further causing initial
28 interest confusion, infringing the right to publicity associated with Rav Berg's name

1 and violating TKC's various common law rights, including but not limited to its
2 trade secrets, and breach of their employment Agreements.

3 **FIRST CLAIM FOR RELIEF**

4 **UNFAIR COMPETITION**

5 **UNDER 15 U.S.C. § 1125, THE LANHAM ACT**

6 63. TKC repeats and realleges the allegations contained in the preceding
7 paragraphs of the Complaint as though fully set forth herein.

8 64. Defendants, through their conduct as described above, are
9 manufacturing, distributing, selling and/or have manufactured, distributed, and sold
10 in commerce products and/or services bearing colorable imitations of TKC's
11 protectable marks, which are or have been likely to cause confusion or mistake
12 and/or to deceive in violation of Section 43(a) of the Lanham Act (15 U.S.C.
13 § 1125).

14 65. Defendants have committed such acts of false designation of origin and
15 false description and representation willfully and with full knowledge of TKC's
16 prior use of, and rights in, its marks and trade dress.

17 66. As a result of Defendants' acts of unfair competition, TKC has
18 suffered and will continue to suffer serious harm.

19 **SECOND CLAIM FOR RELIEF**

20 **UNFAIR COMPETITION - TRADE DRESS**

21 **UNDER 15 U.S.C. § 1125, THE LANHAM ACT**

22 67. TKC repeats and realleges the allegations contained in the preceding
23 paragraphs of the Complaint as though fully set forth herein.

24 68. Defendants, through their conduct as described above, are or have been
25 using and selling in commerce products and/or services bearing colorable imitations
26 of TKC's protectable trade dress, which are or have been likely to cause confusion
27 or mistake and/or to deceive in violation of Section 43(a) of the Lanham Act (15
28 U.S.C. § 1125).

1 69. Defendants have committed such false designation of origin and false
2 descriptions or representations willfully and with full knowledge of TKC's prior use
3 of, and rights in, the Trade Dress.

4 70. As a result of Defendants' unfair competition, TKC has suffered and
5 will continue to suffer serious harm.

6 **THIRD CLAIM FOR RELIEF**

7 **UNFAIR COMPETITION UNDER CALIFORNIA STATE LAW**

8 71. TKC repeats and realleges the allegations contained in the preceding
9 paragraphs of the Complaint as though fully set forth herein.

10 72. Defendants, through their conduct as described above, including their
11 unauthorized use of TKC's trade secrets and solicitation of TKC's students,
12 members and donors, have committed unfair or deceptive acts or practices in
13 violation of Cal. Bus. & Prof. Code § 17200 *et seq.*

14 73. Defendants have committed such unfair or deceptive acts or practices
15 willfully and with full knowledge of TKC's prior use of, and rights in, its marks and
16 trade dress, trade secrets and positive, annual financial audits.

17 74. Defendants, through their conduct as described above, have utilized
18 such unfair and deceptive acts or practices for their own financial gain, and TKC
19 has lost the financial benefits of its trade secrets and other confidential information.

20 75. As a result of Defendants' unfair or deceptive acts or practices, TKC
21 has suffered and will continue to suffer serious harm.

22 **FOURTH CLAIM FOR RELIEF**

23 **MISAPPROPRIATION OF TRADE SECRETS**

24 76. TKC repeats and realleges the allegations contained in the preceding
25 paragraphs of the Complaint as though fully set forth herein.

26 77. Defendants, through their conduct as described above, have
27 misappropriated TKC's trade secrets, using TKC's confidential student, member
28 and donor information to solicit TKC's students, members and donors for

1 Defendants' own financial gain, without TKC's express or implied consent, in
2 violation of Cal. Bus. & Prof. Code § 3426, *et seq.* 16. The trade secret information
3 includes student, member and donor lists are the result of this great expense and
4 effort made by TKC over the past few decades, and includes the identity of
5 individuals, specific information about those individuals, including the amounts of
6 their donations, years of membership with TKC, and TKC items and materials
7 purchased.

8 78. The confidential student, member and donor information is subject to
9 protection under California law. The information has independent economic value,
10 actual or potential, from not being generally known to the public or to other persons
11 who can obtain economic value from its disclosure or use.

12 79. TKC used reasonable efforts to maintain the confidentiality of its trade
13 secrets, including but not limited to executing the Agreements.

14 80. By transmitting, taking and using proprietary information regarding
15 TKC's student, members and donors, Defendants have misappropriated TKC's trade
16 secrets willfully and with full knowledge that the trade secrets were confidential to
17 TKC, and doing so while under a contractual obligation to maintain their secrecy.

18 81. As a result of Defendants' misappropriation of trade secrets, TKC has
19 suffered and will continue to suffer serious harm.

20 **FIFTH CLAIM FOR RELIEF**

21 **VIOLATION OF THE RIGHT OF PUBLICITY**

22 **UNDER CALIFORNIA LAW**

23 82. TKC repeats and realleges the allegations contained in the preceding
24 paragraphs of the Complaint as though fully set forth herein.

25 83. Upon information and belief, Defendants, through their conduct as
26 described above, are using Rav Berg's name and likeness in e-mail blasts to draw
27 attention to Defendants' business, violating Rav Berg's right of publicity, without
28

1 his consent, in violation of the common law of the State of California and Cal. Civ.
2 Code § 3344.

3 84. As a result of Defendants' violation of Rav Berg's right of publicity,
4 Rav Berg and TKC have suffered and will continue to suffer serious harm.

5 **SIXTH CLAIM FOR RELIEF**
6 **INITIAL INTEREST CONFUSION**
7 **UNDER 15 U.S.C. § 1125, THE LANHAM ACT**

8 85. TKC repeats and realleges the allegations contained in the preceding
9 paragraphs of the Complaint as though fully set forth herein.

10 86. Defendants, through their conduct as described above, are using Rav
11 Berg's name and reputation to divert persons to Defendants' business, improperly
12 benefiting from TKC's and Rav Berg's goodwill, without TKC's express or implied
13 consent, in violation of the initial interest confusion doctrine under 15 U.S.C. §
14 1125, the Lanham Act.

15 87. As a result of Defendants' violation of the initial interest confusion
16 doctrine, TKC has suffered and will continue to suffer serious harm.

17 **SEVENTH CLAIM FOR RELIEF**
18 **FALSE ENDORSEMENT**
19 **UNDER 15 U.S.C. § 1125, THE LANHAM ACT**

20 88. TKC repeats and realleges the allegations contained in the preceding
21 paragraphs of the Complaint as though fully set forth herein.

22 89. Defendants, through their conduct as described above, are using Rav
23 Berg's name in e-mail blasts in connection with promoting Defendants' business to
24 create the false impression that Rav Berg and TKC endorse Defendants' business,
25 in violation of 15 U.S.C. § 1125, the Lanham Act.

26 90. As a result of Defendants' false endorsement, TKC has suffered and
27 will continue to suffer serious harm.
28

1 **EIGHTH CLAIM FOR RELIEF**

2 **BREACH OF CONTRACT UNDER CALIFORNIA LAW**

3 91. TKC repeats and realleges the allegations contained in the preceding
4 paragraphs of the Complaint as though fully set forth herein.

5 92. The Individual Defendants, through their conduct as described above,
6 have breached the express terms of their Agreements, including by sending a note to
7 TKC students, members and donors that was negative, critical and disparaging,
8 misappropriating TKC's confidential trade secrets, and soliciting TKC's student,
9 members and donors without TKC's consent, in violation of the common law of the
10 State of California. (Copies of the United States executed Agreements are attached
11 hereto as Exhibit C.)

12 93. As a result of the Individual Defendants' breach of the Agreements,
13 TKC has suffered and will continue to suffer serious harm.

14 **NINTH CLAIM FOR RELIEF**

15 **BREACH OF THE COVENANT OF GOOD FAITH AND**

16 **FAIR DEALING UNDER CALIFORNIA LAW**

17 94. TKC repeats and realleges the allegations contained in the preceding
18 paragraphs of the Complaint as though fully set forth herein.

19 95. Every contract contains an implied covenant of good faith and fair
20 dealing which requires that no party shall do anything to deprive the other party of
21 the fruits of the contract.

22 96. By misappropriating TKC's confidential trade secrets, soliciting
23 TKC's students, members and donors, without TKC's consent, and communicating
24 disparaging remarks about TKC to TKC's students, members and donors, the
25 Individual Defendants have breached the implied covenant of good faith and fair
26 dealing under California law.

1 97. As a result of the Individual Defendants' breach of the covenant of
2 good faith and fair dealing, TKC has suffered and will continue to suffer serious
3 harm.

4 **TENTH CLAIM FOR RELIEF**

5 **CONVERSION UNDER CALIFORNIA LAW**

6 98. TKC repeats and realleges the allegations contained in the preceding
7 paragraphs of the Complaint as though fully set forth herein.

8 99. Defendants, through their conduct as described above, have converted
9 TKC's confidential trade secrets, copyrighted materials and equipment for their
10 own gain, in violation of the common law of the State of California.

11 100. TKC owns, and has a right to possess, the trade secrets, photographs,
12 written materials and equipment misappropriated by Defendants and is entitled to
13 immediate possession of said trade secrets, photographs, written materials and
14 equipment.

15 101. By refusing to return the trade secrets, photographs, written materials
16 and equipment to TKC, Defendants actually, knowingly and intentionally interfered
17 with TKC's right to possession thereof.

18 102. As a result of Defendants' conversion, TKC has suffered and will
19 continue to suffer serious harm.

20 **ELEVENTH CLAIM FOR RELIEF**

21 **BREACH OF CONFIDENCE UNDER CALIFORNIA LAW**

22 103. TKC repeats and realleges the allegations contained in the preceding
23 paragraphs of the Complaint as though fully set forth herein.

24 104. In connection with their employment with TKC, the Individual
25 Defendants were given access to TKC's trade secrets in confidence.

26 105. Defendants voluntarily received the trade secrets from TKC with the
27 understanding that they were not to be disclosed to others and are not to be used by
28

1 Defendants for purposes beyond the limits of the confidence without TKC's
2 permission.

3 106. Defendants subsequently misappropriated TKC's trade secrets in
4 violation of said confidence and without TKC's permission.

5 107. As a result of the Individual Defendants' breach of confidence, TKC
6 has suffered and will continue to suffer serious harm.

7 **TWELFTH CLAIM FOR RELIEF**

8 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE**
9 **ECONOMIC ADVANTAGE UNDER CALIFORNIA LAW**

10 108. TKC repeats and realleges the allegations contained in the preceding
11 paragraphs of the Complaint as though fully set forth herein.

12 109. Defendants, through their conduct as described above, have
13 intentionally interfered with TKC's prospective economic advantage in violation of
14 the common law of the State of California.

15 110. Upon information and belief, Defendants misappropriated TKC's trade
16 secrets to promote their new business to TKC's students, members and donors,
17 created the false impression that TKC endorsed Defendants' new business, and
18 falsely asserted Defendant Shaul Youdkevitch as the successor to Rav Berg.

19 111. Upon information and belief, among other acts, Defendants have
20 intentionally and falsely held out UKC in a manner that suggests that Rav Berg and
21 TKC endorse or are affiliated with UKC, by inviting TKC students and donors to
22 confusingly similar events, by establishing a confusingly similar web site, and by
23 using confusingly similar trade dress in order to trade off the goodwill of TKC.

24 112. Defendants intended their unlawful actions to interfere with or disrupt
25 TKC's relationships with its students, members and donors, and such relationships
26 were interfered with or disrupted as a result of Defendants' wrongful acts.

27 113. As a result of Defendants' unlawful actions, TKC has suffered and will
28 continue to suffer serious harm.

1 **WHEREFORE**, TKC prays for relief as follows:

2 1. That Defendants, and their officers, agents, servants, distributors,
3 affiliates, employees, attorneys and representatives and all those in privity or acting
4 in concert with Defendants, and each of them, be permanently enjoined and
5 restrained from, directly or indirectly:

6 (a) Using TKC's marks, trade dress, or any other marks or trade
7 dress confusingly similar thereto, alone or in combination with other words, names,
8 styles, titles, designs or marks in connection with the manufacture, distribution,
9 sale, advertising, marketing and promotion of any kabbalistic education or study
10 program;

11 (b) Using in any other way any other marks, designations or trade
12 dress designation so similar to TKC's aforesaid trademarks and trade dress as to be
13 likely to cause confusion, mistake or deception, including the domain name
14 www.livekabbalah.org, "UKC" and the term "Beehive" for its study groups;

15 (c) Falsely designating the origin, sponsorship, or affiliation of TKC
16 in any manner;

17 (d) Using any words, names, styles, designs, titles, designations,
18 trade dress or marks which create a likelihood of injury to the business reputation of
19 TKC or TKC's marks or trade dress and the goodwill associated therewith;

20 (e) Using any trade practices whatsoever including those
21 complained of herein, which tend to unfairly compete with or injure TKC's
22 business and goodwill pertaining thereto;

23 (f) Using Rav Berg's name or likeness in violation of his right of
24 publicity and in violation of the initial interest confusion doctrine;

25 (g) Using TKC's valuable and confidential trade secrets and
26 soliciting TKC's members, students and donors; and,

27 (h) From otherwise breaching or violating the terms and conditions
28 of the Agreements.

1 2. For actual damages and defendant's profits in an amount in excess of
2 \$100,000 to be determined at trial, plus interest, including such damages as Plaintiff
3 shall establish in consequence of Defendants' aforesaid acts, together with
4 appropriate interest thereon, including three times the amount found as actual
5 damages by the trier of fact to properly compensate Plaintiff for its damages,
6 pursuant to 15 U.S.C. § 1117(a).

7 3. Declaring that this is an exceptional case, pursuant to 15 U.S.C.
8 § 1117, because of the willful and deliberate nature of Defendant's acts and
9 awarding Plaintiff reasonable attorneys' fees and costs.

10 4. That Defendants be required to account for and pay over to TKC all
11 gains, profits and advantages derived by them from the unlawful activities alleged
12 herein.

13 5. That Defendants be required to deliver up for destruction all products,
14 including, but not limited to, all packaging, signs, advertisements, brochures,
15 promotional materials, labels, stickers and any other written materials that bear the
16 infringing trademarks or trade dress, together with all plates, molds, matrices and
17 other means and materials for making or reproducing the same;

18 6. That Defendants be required to return all converted materials,
19 including but not limited to, any and all lists and/or information regarding TKC's
20 members, students or donors, TKC equipment, and TKC's photographs, and/or
21 compact discs and written materials containing TKC property.

22 7. For punitive damages pursuant to Cal. Civ. Code § 3294 and Cal. Civ.
23 Code § 3426, the Uniform Trade Secrets Act and the laws of the State of California.

24 8. For disgorgement of profits and other amounts gained as a result of
25 Defendants' unlawful activities and for injunctive relief pursuant to Cal. Bus. Prof.
26 Code § 17200 *et seq.*

27 9. For attorneys' fees pursuant to Cal. Civ. Code § 3426, the Uniform
28 Trade Secrets Act.

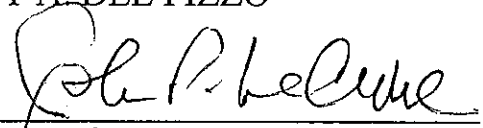
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10. That TKC be awarded such other and further relief as the Court may deem just and proper.

DATED: July 14, 2008

DAVIS WRIGHT TREMAINE LLP
JOHN P. LeCRONE
JANET L. GRUMER

WOLFF & SAMSON, PC
PETER E. NUSSBAUM
RONALD L. ISRAEL
NANCY A. DEL PIZZO

By: 
JOHN P. LeCRONE

Attorneys for Plaintiff
KABBALAH CENTRE
INTERNATIONAL, INC.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

DATED: July 14, 2008

DAVIS WRIGHT TREMAINE LLP
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NANCY A. DEL PIZZO

By: 

JOHN P. LeCRONE

Attorneys for Plaintiff
KABBALAH CENTRE
INTERNATIONAL, INC.

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- WHAT IS KABBALAH
- WHO WE ARE
- CHARITABLE FOUNDATION
- F.A.Q.
- HOW TO STUDY KABBALAH
- STUDENT SUPPORT
- TV.KABBALAH.COM
- SUPPORT US
- KABBALAH STORE

- WEEKLY TUNE-UP
- MONTHLY CONNECTION
- YEHUDA'S BLOG
- MICHAEL'S BLOG

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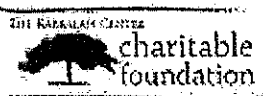
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PORTLAND
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www.raisingmalawi.org

Kabbalah is not a philosophy or theosophy. Kabbalah is work to be done. The kabbalists of the past were people of action, not people of theory or philosophy. They were constantly traveling from town to town, giving charity, and assisting people in creating better lives for themselves.

READ MORE ▶

WEEKLY TUNE-UP
LIMITS OF HUMAN PERCEPTION
July 6 - 12

According to kabbalistic teachings, just as we are limited in our ability to see energy on a physical level, we are also limited in our ability to see the energy of fulfillment.

Everything we want could be inches away from our lives, *yet we pass right over it.*

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MONTHLY CONNECTION
AWAKENING COMPASSION

In ancient times, two great spiritual masters, who were best friends, made a deal with each other. They agreed that whoever passed away first would return to the other in a dream or a vision. He would let his friend know where he was and reveal the mysteries of the afterlife.

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IF YOU HAVE A QUESTION PLEASE FEEL FREE TO CALL ONE OF OUR KABBALAH INSTRUCTORS AT 1-800-KABBALAH,

EXHIBIT A

TECHNOLOGY FOR THE SOUL

CHECK OUT | VIEW CART | MY ACCOUNT

LOGIN

Go forgot password

email address password

HOME

STORE

ABOUT KABBALAH

FREE TOOLS

SEARCH

HOME

YOUR ACCOUNT

SHOPPING CART

CHECK OUT

STORE HOME

SHOP BY CONTENT

- Creating Miracles
- Dreams
- Happiness
- Healing
- Love
- Prosperity
- Protection

SHOP BY PRODUCT

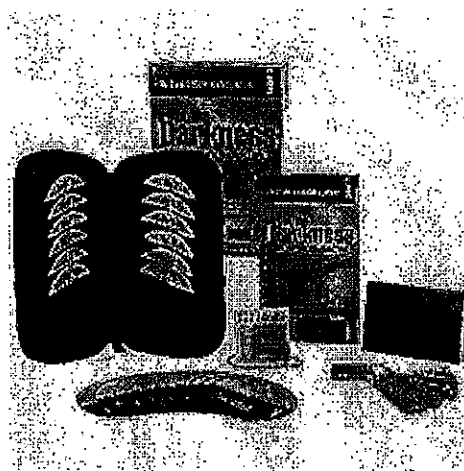
- Accessories
 - Calendars
 - Journals
 - Key Chains
 - Meditation Cards
 - Posters
 - Red String
 - Stones
- Books
 - Children
 - Essential Basics
 - Connection Books
- Multimedia
 - CD
 - DVD
 - Tape
 - Video
- Scents
 - Ketoret Candles
 - Ketoret Incense
 - Glass Candles
 - Illume Candles
 - Slatkin Candles
 - Incense
- The Zohar
- Packages

The Living Kabbalah System™ Level 1

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EXHIBIT B

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

During the course of your service as a member of the Religious Order of Kabbalah Centre International, Inc. (hereinafter referred to as "Member") with The Kabbalah Centre or its affiliates (hereinafter, "KCI"), you may be given or have access to confidential/trade, proprietary or sensitive information pertaining to KCI, its operation and its affiliates, including Spirituality For Kids Foundation ("SFK") or its members, including past and present. That information includes any technical, economical, financial, marketing, religious, personal or other information that is not generally known or is not common knowledge outside the organization or other individuals or organizations that may want to possess it or find it useful. This includes, but is not limited to, confidential procedures, affairs, processes and plans; secret processes and diagrams; reports, records, and files; business, statistical and technical data; unpublished costs, prices, discounts, budgets and loss information; product and program plan; personnel and compensation, information and records; estimates and financial projections; computer data, files, tapes, disks, programs and the information that is contained in or on them or any other information storage or transmittal medium; and confidential business and legal communications, mails, notes, correspondence, meetings, conversations, discussions and memoranda between you and any affiliated person of KCI or its affiliated companies.

All confidential information is disclosed or revealed to you with the understanding and agreement by you that such information is considered to be private, secret and proprietary to KCI or its affiliates or members or a valuable commercial asset of KCI or its affiliates. As such, you agree that during, and subsequent to, the time of your service you will not make use whatsoever, directly or indirectly, of KCI's or its affiliates' or its members' confidential information, except for the purposes specified by KCI or as required to perform your task or service to KCI. You further agree that you will not remove such information from KCI or its affiliates, in any form or medium; that you will not use such information in connection with work performed for your personal benefit or for any other person, firm, or corporation, or other entity, including the general public, directly or indirectly.

In addition, you hereby agree that you will not, at any time during or after your provision of services, write or participate or cooperate or contribute in any manner, directly or indirectly, in any of the following activities in connection or reference to KCI, its affiliates, or members thereof, past or present, or SFK or its participants, past or present (i) the writing or publication of any book, magazine or newspaper article (ii) any audio and/or video recording of any type or (iii) any production or publication in any other media, or (iv) the dissemination or publication of any information regarding KCI or any past or present member thereof or SFK or a past or present participant thereof, or any other KCI affiliate or member thereof. You acknowledge that money damages would not be an adequate remedy for a breach of this Agreement and agree that, in the event of an actual or threatened breach by You that KCI or its affiliate, or present or former member or SFK participant, past or present, shall be entitled to (1) an injunction restraining you from such actions, without proof of damages, and (2) to damages consisting of all profits, royalties, or other compensation or payments of any kind resulting from such a breach of this Agreement that are payable to you or any business entity owned or controlled by you.

You also understand and agree that any information that you work upon, develop, draft, write, or otherwise create or augment while providing services to KCI or its affiliates (e.g., on KCI time, using KCI or its affiliates facilities, or while being paid by KCI), that relates to your provision of services to or experience with KCI or its affiliates, or members thereof or that is based on or derived from services provided or confidential information becomes, and is, the property of KCI and may not be considered your individual property.

This obligation shall remain in effect at all times during the course of your service with KCI and following termination of your service with KCI. Upon termination of your services, all such confidential information must be returned to KCI at The Kabbalah Centre in Los Angeles, California.

By signing below, the undersigned Member agrees to each of the foregoing terms of this Agreement.

BY: Osnat Youdkevitch

Date: 12-19-05

PRINTED NAME: OSNAT YODKEVITCH

EXHIBIT C

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

During the course of your service as a member of the Religious Order of Kabbalah Centre International, Inc. (hereinafter referred to as "Member") with The Kabbalah Centre or its affiliates (hereinafter, "KCI"), you may be given or have access to confidential/trade, proprietary or sensitive information pertaining to KCI, its operation and its affiliates, including Spirituality For Kids Foundation ("SFK") or its members, including past and present. That information includes any technical, economical, financial, marketing, religious, personal or other information that is not generally known or is not common knowledge outside the organization or other individuals or organizations that may want to possess it or find it useful. This includes, but is not limited to, confidential procedures, affairs, processes and plans; secret processes and diagrams; reports, records, and files; business, statistical and technical data; unpublished costs, prices, discounts, budgets and loss information; product and program plan; personnel and compensation, information and records; estimates and financial projections; computer data, files, tapes, disks, programs and the information that is contained in or on them or any other information storage or transmittal medium; and confidential business and legal communications, mails, notes, correspondence, meetings, conversations, discussions and memoranda between you and any affiliated person of KCI or its affiliated companies.

All confidential information is disclosed or revealed to you with the understanding and agreement by you that such information is considered to be private, secret and proprietary to KCI or its affiliates or members or a valuable commercial asset of KCI or its affiliates. As such, you agree that during, and subsequent to, the time of your service you will not make use whatsoever, directly or indirectly, of KCI's or its affiliates' or its members' confidential information, except for the purposes specified by KCI or as required to perform your task or service to KCI. You further agree that you will not remove such information from KCI or its affiliates, in any form or medium; that you will not use such information in connection with work performed for your personal benefit or for any other person, firm, or corporation, or other entity, including the general public, directly or indirectly.

In addition, you hereby agree that you will not, at any time during or after your provision of services, write or participate or cooperate or contribute in any manner, directly or indirectly, in any of the following activities in connection or reference to KCI, its affiliates, or members thereof, past or present, or SFK or its participants, past or present (i) the writing or publication of any book, magazine or newspaper article (ii) any audio and/or video recording of any type or (iii) any production or publication in any other media, or (iv) the dissemination or publication of any information regarding KCI or any past or present member thereof or SFK or a past or present participant thereof, or any other KCI affiliate or member thereof. You acknowledge that money damages would not be an adequate remedy for a breach of this Agreement and agree that, in the event of an actual or threatened breach by You that KCI or its affiliate, or present or former member of SFK participant, past or present, shall be entitled to (1) an injunction restraining you from such actions, without proof of damages, and (2) to damages consisting of all profits, royalties, or other compensation or payments of any kind resulting from such a breach of this Agreement that are payable to you or any business entity owned or controlled by you.

You also understand and agree that any information that you work upon, develop, draft, write, or otherwise create or augment while providing services to KCI or its affiliates (e.g., on KCI time, using KCI or its affiliates facilities, or while being paid by KCI), that relates to your provision of services to or experience with KCI or its affiliates, or members thereof or that is based on or derived from services provided or confidential information becomes, and is, the property of KCI and may not be considered your individual property.

This obligation shall remain in effect at all times during the course of your service with KCI and following termination of your service with KCI. Upon termination of your services, all such confidential information must be returned to KCI at The Kabbalah Centre in Los Angeles, California.

By signing below, the undersigned Member agrees to each of the foregoing terms of this Agreement.

BY:

Youdkevitch

Date:

Dec 20, 2005

PRINTED NAME:

Shaal Youdkevitch

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EXHIBIT D

Universal Kabbalah Communities

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Universal Kabbalah Communities About Us

The Universal Kabbalah Communities (or UKC) is committed to helping create and/or support communities throughout the world that will provide a safe, loving environment for every human being who seeks to participate in the creation of a better world.

These communities are based upon the teachings of the great prophets of the Bible as well as upon the teachings of the Kabbalistic Sages that followed their vision.

OUR MISSION

Our mission is based on the Universal Truth that Love of the Creator is revealed when mankind displays that Love and respect to other human beings above and beyond ideology, race, religion, language or appearance. The mission of the Universal Kabbalah Communities is to empower individuals and communities to create a world of peace, love, joy, and harmony for humanity.

OUR VISION

Love your fellow man

- Rav Ashlag, the founder of the modern renaissance of Kabbalah had a vision of a "One World Spiritual Movement". This is the movement of "Love your fellow man as yourself".
- According to Rav Ashlag's vision this is the way to bring the world to peace through social and economic justice on a personal level and among nations.

Beehive Group Based Communities

- Rav Yehuda Ashlag teaches that the only way a person can transform, function at his best, and achieve cleaving to The Creator is when the person is in a group of people that love him, care for him and support him to become a better, more free, loving human being.
- UKC is committed to help creating and/or supporting communities throughout the world that will provide a safe, loving environment for every human being who seeks to participate in the creation of a better world. These communities will be based upon the teachings of the great prophets of the Bible as well as upon the teachings of the Kabbalistic Sages that followed their vision.
- The transformation achieved will bring "immortality," which can be experienced every moment as joy, happiness, success and good fortune through the bliss of The Light of the Creator.
- This is based on the main principle of the Abrahamic faiths that every human being is created in the image of God and his soul is a divine spark of God. Therefore, every human being has been created for

and is entitled to living a life of happiness, fulfillment and bliss.

THE WISDOM

- Traditional Teachings

The study of this global movement is based on the traditional tools of Kabbalah: The Bible, The Book of Formation (Sefer Yetsira), The Zohar (Book of Splendor), The Ari's writings, Ray Ashlag's writings, Rav Berg's teachings and many traditional Kabbalists whose teachings are also based on these main bodies of work.

- Modern Teachings

UKC is open to researching and adopting some of the many modern methods and techniques that can support spiritual growth as long as those techniques align with traditional Kabbalistic teachings

MAIN PRINCIPLES

- Every human being is a spark of The Creator, therefore, a human soul is good by nature
- Love your fellowman as you love yourself
- No coercion in spirituality
- Every human being should be empowered and supported to be a creator in his personal life and in the movement
- Rituals and beliefs are subject only to the individual's free choice and inner faith

FORM OF WORSHIP

- Our form of worship is based on the prayers, meditations and rituals as described in the writings of The Ari (Rabbi Isaac Luria, a 16th Century Kabbalist from the city of Safed, Israel) and the subsequent teachers of Lurianic Kabbalah. However, every individual community may decide on the specific style and melodies on their own.
- These rituals are similar in scope and content to that of most Orthodox Sephardic congregations around the world in that:
 1. Prayers are conducted thrice daily (morning, afternoon, and evening)
 1. Shabbat (Friday sundown until Saturday sundown) is every week, and special prayers are added for that day.
 1. All normally recognized Jewish holidays (i.e., Rosh Hashanah, Yom Kippur, Passover, etc.) are celebrated using the commonly recognized rituals, in addition to certain lesser known Kabbalistic traditions and methodology which differentiate our organization from other synagogues and Jewish associations.
- Rituals will include a weekly meeting of the members of every Beehive Group, the meeting will be held according to a special code and directions that will support a non judgmental, loving and supporting environment for personal and spiritual growth.

OUR HISTORY

Kabbalah (in Hebrew) means "Wisdom that has been received".

Adam

Kabbalah is the wisdom that explains the laws of the Universe, Life and God. Adam received this wisdom directly from God. Some traditions say that The Book of Raziel the Angel (Sefer Raziel HaMalakh) and others like it contain some of Adam's wisdom.

Abraham the Patriarch

The wisdom was handed down through the generations from teacher to student until it reached Abraham the Patriarch. Abraham the Patriarch received revelations from The Creator that enhanced Adam's wisdom. The Book of Formation (Sefer Yetsira) is the first great work of Kabbalistic writings in the history of Kabbalah. Abraham handed this Kabbalistic Wisdom to his son Isaac and to his grandson Jacob.

Moses

The line from Abraham continued until Moses, together with the whole nation of Israel, received (Kibel) the Torah from God on Mount Sinai. Moses handed down the wisdom to Joshua who handed it over to the Elders. The Judges received the wisdom from the Elders and the Prophets of the Bible received it from the Judges. The people of the Great Assembly (Anshei Knesset Gedola) received the wisdom from the Prophets and the Tannaim received it from the prophets. This lineage is described in the Mishnah in The Ethics of the Fathers.

Rabbi Shimon Bar Yohai

One of the Tannaim is considered by Kabbalists to be the author of the Zohar, the main work of Kabbalah. The Zohar contains the foundations of Kabbalistic faith, traditions and rituals. After writing the Zohar, the wisdom of Kabbalah and the Kabbalists went into hiding because of persecutions. From that point on the wisdom of Kabbalah was hidden and the bestowing of the Kabbalistic Ordination (Semikha) occurred "underground" until the 13th Century.

The Ari (Rav Isaac Luria)

The Ari was the greatest Kabbalist of the awakening of Kabbalah in the post middle ages (16th Century). The Ari left us his writings through his main student Rabbi Haim Vital. The Ari created and organized The Wisdom of Kabbalah for the modern era. He based it on all the previous ancient Kabbalistic texts, specifically The Zohar and showed how all previous teachings are parts of one inclusive highly organized cosmology. The system introduced by The Ari is called after him The Lurianic Kabbalah and is the foundation of modern theology of Sephardic Judaism and of The Hasidic Movement founded by The Baal Shem Tov (18th Century).

Rav Yehuda HaLevi Ashlag

Rav Ashlag was the greatest Kabbalist of the 20th Century. Rav Ashlag is responsible for the renaissance of Kabbalah in our modern time. A student and teacher of The Hasidic Movement, Rav Ashlag managed to create a new way of teaching that is a synthesis of the intellect of Lurianic Kabbalah with the heart of the Hasidic way. Rav Ashlag's works connected the teachings of The Zohar and the writings of The Ari into one system and laid the foundation for the synthesis between Kabbalah, Modern Science and Modern Philosophy. Rav Ashlag was a great believer of Spiritual Socialism based on the humanistic principles of Kabbalah as a way to heal the miseries of humanity.

Rav Yehuda Tsvi Brandwein

Rav Brandwein was the main student of Rav Ashlag and the person who's life's work most continued the Rav Ashlag's mission and vision. He continued the commentary of The Tikunei Zohar, brought Rav Ashlag's Talmud Eser HaSefirot to print, and brought the Writings of The Ari to print in a modern organized way. Rav Brandwein also continued Rav Ashlag's ideas of a spiritual socialism by becoming the first Chief Rabbi of The Histadrut, Israel's Worker's Union.

Ray Berg

Rav Berg is the Kabbalist who brought Kabbalah to the forefront of our present day world. Rav Berg has done this by manifesting the vision of many earlier Kabbalists such as Rabbi Avraham Azulai of the 16th Century and many others including Rav Ashlag and Rav Brandwein. Rav Berg received his Kabbalistic ordination from his teacher Rav Brandwein. Rav Berg has invested most of his life to the mission of making Kabbalah available to every person. His efforts have focused on publishing Kabbalistic books for the lay person as well as texts dealing with modern every day issues. Rav Berg has also published The Zohar and the writings of The Ari and distributed them throughout the entire world. Rav Berg has also dedicated his life to opening Kabbalah Centres for the purpose of creating communities based on Kabbalistic doctrines and traditions.

Universal Kabbalah Communities

The Universal Kabbalah Communities has been established by students of Rav Berg who feel the need to preserve his original teachings and to especially focus on the original vision of Rav Ashlag to combine the focus of the study of Kabbalah with the creation of spiritual communities.. These communities will be centered on building a safe, loving, supporting environment that will promote, enhance and support the journey of the individual towards cleaving to God, which is the only purpose of The Creation.

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From: Shaul Youdkevitch [mailto:shaul@livekabbalah.org]
Sent: Saturday, May 24, 2008 4:32 AM
To: Shaul Youdkevitch
Subject: Blessings

Dear Friends

We would like to wish you love, happiness, success and on-going excitement on your spiritual journey on this special occasion of Lag BaOmer, the day of Rabbi Shimon Bar Yohai and The Holy Zohar.

It has already been over three months since Osnat, myself and our children have been no longer associated with The Kabbalah Centre the place we called home, family, vocation and "Our field of dreams" for almost three decades.

Although the journey has been challenging, our beliefs have not changed and we stand behind the teachings of Rav Berg and his teachers with more certainty and excitement than ever before.

We wish to thank all the people who have been supporting us spiritually, materially, and emotionally. Without your support we would not have a roof above our heads nor would we be able to keep devoting ourselves to manifesting all of our dreams to become reality through the teachings of Kabbalah. Times like these are great opportunities to experience miracles of friendship, goodness, bliss, unconditional love, generosity and the greatness of God's powers.

With all of this magical support we have arrived to the vision we would like to share with you. We feel that with everyone's participation this vision can be developed to become the next evolutionary stage in the saga of spreading Kabbalah and the Zohar around the world.

We feel that The Kabbalah Centre has gone through changes that are no longer consistent with our vision.

Our vision is based on the visions of Rav Ashlag, Rav Berg and their teachers. It is based on many years of hard work, observation, experience and the research of many people.

We invite you to read the first draft of this vision on a new site:

www.universalkabbalahcommunities.org

EXHIBIT F

We hope that you will feel the need to go to the Message Board on that site and share your feelings with us and with everyone who wants to participate in creating new exciting horizons of hope and creativity for the future of The Kabbalah Movement around the world.

We would like to emphasize that this message is not against anyone who does not think like us, but rather, it is FOR us, our future and the future of our dreams and hopes.

We wish you all

Happy Lag BaOmer and Shabbat Shalom

Love and happiness

Shaul and Osnat Youdkevitch

Universal Kabbalah Communities

M: 310-405-5025

O: 323-93-993-88

shaul@livekabbalah.org

www.livekabbalah.org

Dear Friends

We've been told this morning that there's a rumor in the Kabbalah Centre that Shaul and Osnat are suing the Centre.

Attached, below is the opening of the letter our lawyers have sent to Karen Berg. As you can see this is NOT a lawsuit by any means, we chose professionals to represent us in order to reach an agreement peacefully, with not less than human dignity to both sides.

The words state very clearly "Strictly for negotiation purposes towards a compromise":

Mrs. Karen Berg
The Kabbalah Centre
1062 South Robertson Blvd.,
Los-Angeles, CA 90035
United States

Without prejudice
Strictly for negotiations purposes
towards a compromise

Dear Mrs. Berg,

Re: Shaul and Osnat Youdkevitch

Our clients, Shaul and Osnat Youdkevitch (hereinafter: "Youdkevitch") forwarded for our

We've heard that terrible things are being told about us lately. This is really unfortunate and we hope someone will stop it before it damages the Centre's reputation irreversibly.

We still have hope that sanity and spiritual behavior will come back to this community soon.

With love and concern

Shaul and Osnat

EXHIBIT G