

Unofficial translation from Hebrew. The Hebrew original is the authoritative version. The sender's identifying details have been redacted.

Sergey Yagudin, [ID number redacted]
[address, telephone and email redacted]

27.10.2026

To

Pearl Cohen Zedek Latzer Baratz, Partnership No. 540279676

PEARL COHEN ZEDEK LATZER BARATZ

121 Begin Road, Tel Aviv-Yafo 6701203

Attn: Israel Bachar, Adv., and Tal Kaplan, Adv.

By email

Without prejudice

Re: Response to your letter of 25.10.2026

Dear Sirs,

I hereby acknowledge receipt of your above-referenced letter, which was served on me on 26.10.2026, and respond to it as follows, further to my initial response of 26.10.2026.

The claims and demands in your letter are rejected in their entirety. I will not transfer the domain name, I will not remove the website, I will not delete material in my possession, and I will not give any undertaking regarding future publication. My reasons are set out below.

A. Factual background

In November 2023, with the outbreak of the "Swords of Iron" war, I left Israel with my family. Before leaving, I approached your client to arrange the car loan. Your client recorded in its systems that the response was delayed "due to the situation": "There are a large number of requests due to the situation and therefore it is delayed" (Annex 2). In the end, I was told that there was no loan in my name. As it later turned out, the loan was not registered under my ID number but only under a loan number.

At the same time, your client, through its counsel, took ex parte proceedings to seize my property. Your client's counsel wrote in his pleadings that I "left (not to say fled) abroad", and that I had stopped repaying the loan "since the war and since he left the country" (Annex 1). Your client therefore knew, in real time, that my absence from Israel resulted from the war, and chose to exploit that fact.

On 13.1.2026, outside the hearing room at the Haifa Execution Office, your client's counsel called me, loudly and publicly, "a thief, a crook and a criminal, so everyone will know" (Annex 3). Your client did not apologise, and even went on to appoint the same lawyer to represent it in a further proceeding against me.

These are the facts documented on the website. They are based on judicial decisions, court pleadings, internal records of your client that were provided to me in response to an access request, and the transcript of a recording. A customer who pledges his assets in favour of a banking corporation is entitled to know how that corporation treats its customers during a national crisis, and this involves a clear public interest.

B. The legal claims in your letter – on the merits

I deny all the claims in your letter, and the fact that I do not address any particular claim does not constitute an admission of it. As will be set out below, none of the causes of action listed in section 11 of your letter is made out.

Infringement and dilution of trade marks (section 11.1). Proceedings entitled "Bank Mizrahi Tefahot Ltd. v. Yagudin Sergey" are pending in the Netanya Magistrates' Court. The domain name mizrahi-tfahot-case.com is nothing but a reference to the name of the proceedings, and nothing more. "Infringement", as defined in section 1 of the Trade Marks Ordinance [New Version], 5732-1972, is use of a mark "in relation to goods in respect of which the mark is registered" or in relation to goods of the same description. The website has no goods, no service, no sale and no competition. Even the extended right in a well-known trade mark, under section 46A(b) of the Ordinance, is conditional on use that is liable to indicate a connection between the user's goods or services and the owner of the mark. An investigative website that expressly presents itself as independent, and whose entire purpose is criticism of the mark's owner, does not indicate any such connection and cannot mislead anyone. Using a corporation's name to identify legal proceedings being conducted against it, and to criticise its conduct, is not "use" of a trade mark within the meaning of the Ordinance, and accordingly is not "dilution" either.

Commercial torts (sections 11.2 and 11.3). Section 1(a) of the Commercial Torts Law, 5759-1999, prohibits a dealer from causing "an asset that he sells or a service that he provides to be mistakenly regarded as an asset or service of another dealer". Section 3 of the Law prohibits a dealer from preventing or obstructing, "unfairly, the access of customers, employees or agents to the business of another dealer". I am not a "dealer" in my relations with your client, I do not sell any asset and do not provide any service, and no one has been prevented from accessing your client's branches, website or services. The claim that I am "preventing our client from using the Trade Marks for its online activity" is not supported by any fact: your client's online activity continues as usual. It should be noted that the provision for compensation without proof of damage to which you refer is found in section 13(a) of the Law, and not in section 1(a) as stated in your letter, and in any event it is irrelevant in the absence of a tort.

Misappropriation of goodwill and unjust enrichment (sections 11.4 and 11.5). Section 1 of the Unjust Enrichment Law, 5739-1979, is conditional on the beneficiary having "received ... an asset, a service or another benefit" that came to him from the benefactor. I have received nothing and have derived no benefit whatsoever. The website is not commercial, carries no advertising and generates no income. There is no enrichment, and no goodwill has been misappropriated.

Bad faith and negligence (sections 11.6 and 11.7). Section 61(b) of the Contracts Law (General Part), 5733-1973, applies the provisions of the Law to "legal acts that are not in the nature of a contract and to obligations that do not arise from a contract". Publishing a website is not a "legal act" and does not create any obligation between the parties. As for section 35 of the Civil Wrongs Ordinance [New Version], your letter does not point to a duty of care, to its breach or to damage, nor can it. The reference to these two sections is a reference for its own sake.

Defamation (section 11.8). The website publishes judicial decisions, court pleadings, documents and transcripts, together with my position on them. A "correct and fair report" of what was said and what took place at a public court hearing is a permitted publication under section 13(7) of the Prohibition of Defamation Law, 5725-1965, and gives rise to no civil or criminal cause of action. A truthful publication that is in the public interest is protected under section 14 of the Law; the expression of an opinion on your client's conduct in connection with a public matter, and on the conduct of its counsel as litigants in a public hearing, is protected under sections 15(4) and 15(5) of the Law. A banking corporation's good name does not grant it immunity from truthful publication about its conduct in the courts. Your letter does not point to a single publication, not even one, that is untrue.

The demands in section 13 of your letter. The demand to transfer the domain name, to remove the website, to delete it "from every storage medium" and to undertake in writing not to publish "a website similar to it, in the future" is a demand for prior censorship of publication about public judicial proceedings. It is contrary to the principle of open justice enshrined in section 3 of Basic Law: The Judiciary, and to freedom of expression. More serious still is the demand to delete the material from every storage medium: this is material that documents the dispute between the parties and is relevant to the proceedings pending between them. A demand to destroy evidentiary material in the midst of legal proceedings cannot be voiced by lawyers.

The declared link to the proceedings. In section 9 of your letter you expressly link the website to "various debt and enforcement proceedings taking place between the parties", and state that the conduct attributed to me is intended "to weaken the Bank's resolve in its attempt to collect your debt", while warning of "further proceedings". You have thereby confirmed, in writing, that the purpose of your letter is to influence a litigant in pending proceedings and to deter him from lawful publication.

Harassment of a litigant and witness. Your letter was sent to me while I am a party to CC 25207-08-26 (Netanya Magistrates' Court), proceedings in which I have filed an affidavit and in which I am due to testify, and one day after the hosting company rejected a report filed against the website. Regulation 4 of the Civil Procedure Regulations, 5779-2018, prohibits a litigant from abusing legal process, including by an act whose purpose or effect is to harass a litigant. Section 249 of the Penal Law, 5737-1977, prohibits harassing a person "in relation to testimony the person gave, or is about to give, in a judicial proceeding", and the Supreme Court has interpreted harassment as including "any approach to a person, by word or deed, that is liable to disturb his

peace" (CrimA 526/90 Blazer v. State of Israel, PD 45(4) 133). Your letter will be brought before the court hearing CC 25207-08-26 in an application under Regulation 4 of the Regulations, and I reserve my right to file a complaint about it with the Israel Police and with the Ethics Committee of the Israel Bar Association.

C. Collection of personal information about me

Your statement that "the Bank holds detailed documentation regarding the Website and its contents" indicates the systematic collection of personal information about me, without my knowledge and without my consent, and its use for a purpose other than the purpose for which any information of mine was provided to your client as a customer. No notice under section 11 of the Protection of Privacy Law, 5741-1981, has ever been given to me; my demand of 6.2.2026 that such notice be provided was not lawfully answered. "Spying on or tracking a person, in a manner liable to harass him, or any other harassment" is an infringement of privacy under section 2(1) of the Law; use of information about a person's private affairs "other than for the purpose for which it was provided" is an infringement of privacy under section 2(9) of the Law; and section 8(b) of the Law prohibits the use of information in a database other than for the purpose for which the database was established. Presenting the fact of this collection in a warning letter, as a means of pressure on a litigant, is in itself "other harassment" within the meaning of section 2(1).

Accordingly, you are required, within 14 days of the date of this letter:

- (a) to provide me with a proper notice under section 11 of the Protection of Privacy Law regarding the personal information about me that has been collected and is processed by your client and by you, the purpose of the collection, and the parties to whom the information has been provided;
- (b) to allow me to inspect the personal information about me held in the databases under your client's control and under your control, in accordance with section 13 of the Law;
- (c) to provide me with a copy of every approach, report or complaint sent on your behalf or on behalf of your client to Hostinger, or to any other party, concerning the website or the domain name;
- (d) to state the date on which a file concerning me was opened at your office, and the sources of information on the basis of which the "detailed documentation" mentioned in your letter was compiled.

You are required to preserve all documents, correspondence and records, physical and electronic, relating to the website, the domain name, the approach to Hostinger and the collection of information about me, and to refrain from any deletion, alteration or destruction of them, in view of the pending and anticipated proceedings.

D. Conclusion

Your letter attributes to me, among other things, "blackening our client's name", "an extensive and offensive smear campaign", "blatant and manifest bad faith" and "a distasteful attempt to exert improper pressure". These attributions are without any factual basis, and I reserve my right to sue your client, and anyone acting on its behalf, over them under any law.

I reserve my right to bring the documents in my possession, the facts that can be substantiated and my position to the attention of the public, your client's customers, its shareholders, the regulators and any other relevant party, in accordance with the law. This right is not conditional on your client's consent and is not open to negotiation.

Nothing stated in this letter, or omitted from it, constitutes an admission of any of your claims, and nothing in it derogates from any right, claim or remedy available to me under any law, including the right to file a monetary claim, a complaint or an application in any competent forum.

Respectfully,

Sergey Yagudin

cc: Management of Bank Mizrahi Tefahot Ltd.

List of annexes

Annex 1: Response of Mizrahi Tefahot Leasing Ltd. dated 19.10.2025, Execution File 506468-12-24.

Annex 2: Details of internal correspondence of Bank Mizrahi Tefahot Ltd., as provided to me in response to an access request on 4.2.2026.

Annex 3: Transcript of a recording dated 13.1.2026, outside the hearing room at the Haifa Execution Office.

Annex 4: Letter from Mizrahi Tefahot Leasing Ltd. dated 4.2.2026.

<https://mizrahi-efahot-case.com/en/mizrahi-tefahot-demand-letter-delete-website/>