

## EXHIBIT C

Leslie A. Lajewski  
Nicholas J. Falcone  
FOX ROTHSCHILD LLP  
75 Eisenhower Parkway  
Roseland, NJ 07068  
Telephone: (973) 992-4800  
Facsimile: (973) 992-9125  
[llajewski@foxrothschild.com](mailto:llajewski@foxrothschild.com)  
[nfalcone@foxrothschild.com](mailto:nfalcone@foxrothschild.com)

and

Donald A. Robinson  
ROBINSON & LIVELLI  
Two Penn Plaza East  
Newark, NJ 07105  
Telephone: (973) 690-5400  
Facsimile: (973) 466-2760  
[drobinson@robinsonlivelli.com](mailto:d Robinson@robinsonlivelli.com)

Attorneys for Defendants IDT Corporation,  
Howard S. Jonas, Motti Lichtenstein, Jack Lerer,  
David Schropfer, Avi Lazar, Robert Schiff, Michael Levine,  
Jonathan Levy, Alex Schwarz, James A. Courter, Joyce Mason,  
and John Cate

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

---

D. MICHAEL JEWETT,

Plaintiff,

v.

IDT CORPORATION; et al.,

Defendant.

Civil Action No.: 04-CV-1454 (JCL)(MF)

**ANSWERS AND OBJECTIONS TO  
PLAINTIFF D. MICHAEL JEWETT'S  
CEPA AND LAD INTERROGATORIES TO  
JOHN CATE**

---

TO: William Perniciaro, Esq.  
84 New Dorp Plaza  
Staten Island, NY 10306  
Attorney for Plaintiff D. Michael Jewett

COUNSEL:

In accordance with Rule 33 of the Federal Rules of Civil Procedure, and Local Civil Rule 33.1 of the Rules of the United States District Court for the District of New Jersey, defendant John Cate ("Cate"), hereby objects and responds to plaintiff D. Michael Jewett's ("Jewett" or "Plaintiff") CEPA and LAD Interrogatories as follows:

**GENERAL OBJECTIONS**

1. Cate objects to any interrogatory insofar as it attempts to impose upon him any obligations beyond those established by Federal Rules of Civil Procedure. Cate will answer Plaintiff's interrogatories in accordance with those Rules and will not provide answers to the extent such answers would exceed the requirements of those Rules.

2. Cate objects to the Interrogatories to the extent that they call for a legal conclusion or seek documents or information which are protected from disclosure by the attorney/client privilege or any other privilege recognized by statute, at common law, or by the Federal Rules of Civil Procedure, or which constitute or reflect attorney work product.

3. Cate objects to any interrogatory that is not relevant to the subject matter of this action or is not reasonably calculated to lead to the discovery of admissible evidence.

4. Cate objects to any interrogatory that is overly broad, unduly burdensome, vague or ambiguous.

**ANSWERS TO INTERROGATORIES**

Subject to the General Objections set forth above, Cate responds to the Interrogatories as set forth below. In making these responses, Cate does not waive any objections as to relevance, materiality or admissibility of evidence in this action or any other action or proceeding. Cate reserves the right at any time to revise, correct, add to or clarify any of the responses set forth

herein, consistent with Rule 26(e) of the Federal Rules of Civil Procedure.

**ANSWER TO THE CEPA INTERROGATORIES**

**INTERROGATORY NO. 1:**

DESCRIBE all OBJECTIONS as to the propriety, lawful or UNLAWFUL nature of the TELECO HAITI DEAL, COMMUNICATED to you, by any PERSON (including the PLAINTIFF).

**ANSWER:**

Cate objects to Request No. 1 on the grounds that it is overly broad; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; seeks personal and confidential information of non-parties; and may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine. Cate further objects to the extent the question seeks information regarding persons other than Plaintiff as overbroad and not likely to lead to admissible evidence as to Plaintiff's CEPA claim. Subject to and without waiving any objection, Cate responds as follows:

Mr. Jewett and I shared an office throughout his employment at IDT. We held similar positions within IDT. Neither of us supervised the other or had any managerial authority over the other; we were co-workers on the same level within the Company. We ate lunch together daily, collaborated on many projects, and discussed both business and personal matters in the privacy of our office. We were both friends and colleagues. I never heard Mr. Jewett object to the Telco Haiti deal as being unlawful during his time at IDT.

However, when we returned to our office following our initial meeting with our manager, David Schropfer, where we were provided with an over view of the deal and received our assignments, Mr. Jewett did make a wisecrack quip that the Telco Haiti deal "must be Aristide's bank account." We both laughed. The quip was typical of Mr. Jewett's style of humor, an

intentionally absurd and/or cynical comment. During the meeting we were told that we would interconnect to the Teleco Haiti network and that Teleco's settlement agent was in the Turks & Caicos Islands, and that we should meet with Jack Lerer for more information. Nothing learned in the meeting with David would support an allegation that the deal was unlawful.

Mr. Jewett's quip was clearly absurd to me because the use of settlement clearinghouses by telecommunications carriers is an established industry practice, and it is each carrier's prerogative to designate the manner in which its settlements are administered and settled. I had seen these arrangements in my career at AT&T.

Later that day or the following day Mr. Jewett and I met with Jack Lerer as directed. Mr. Lerer provided the names and phone numbers of the commercial and technical contacts at Teleco Haiti and provided a high level description of the deal. In the course of the meeting Mr. Jewett repeated his quip and laughed. Mr. Lerer was taken back. In sum and substance, Mr. Lerer responded that the settlement arrangement was requested by Teleco Haiti, the government owned PTT of Haiti; this is what the Haitian government wants. I commented that I had seen this type of arrangement many times during my career at AT&T. After the meeting, Mr. Jewett and I went on to work on our respective parts of the project.

Throughout the remainder of Mr. Jewett's employment at IDT, he worked diligently on the Teleco Haiti contracts. I do not recall him ever raising the issue of the legality of the deal with me or our superiors, or recommending that we should not go forward with the deal for any reason. Mr. Jewett was full speed ahead to implement the deal. On a few occasions Mr. Jewett repeated his sarcastic quip, sometimes at lunch or in with lower level project management employees. Each time he said this, it was in the context of a joke and he never argued, stated or presented any facts that would suggest that he thought that there was anything illegal with the

Teleco Haiti Deal. I never took his joke as a serious concern about the Teleco Haiti deal or as an objection to the propriety or lawfulness of the Deal.

**INTERROGATORY NO. 2:**

DESCRIBE your knowledge of, and participation in, if any, the decision to TERMINATE plaintiff's EMPLOYMENT at IDT.

**ANSWER:**

Cate responds as follows: I had no participation in the decision to terminate Mr. Jewett. I learned of Mr. Jewett's termination directly from him when he came into the office we shared and told me that he had just been told by David Schropfer that he was terminated.

**INTERROGATORY NO. 3:**

DESCRIBE your knowledge of all COMMUNICATIONS between you and other PERSONS (including the PLAINTIFF) RELATING to such TERMINATION of PLAINTIFF'S EMPLOYMENT at IDT including COMMUNICATIONS RELATING to UNSATISFACTORY WORK PERFORMANCE.

**ANSWER:**

Cate objects to Request No. 3 on the grounds that it is vague and ambiguous; is unduly burdensome and overly broad; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; and may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine. Subject to and without waiving any objection, Cate responds as follows: Prior to Mr. Jewett's termination, none. I learned of Mr. Jewett's termination directly from him when he returned to the office we shared and told me that he had just been told by David Schropfer that he was terminated.

Following Mr. Jewett's termination, David Schropfer gathered the members of his group (Etan Tokayer and Pierre Pratt and myself), in his office and told us that Mr. Jewett had been let go. Such a meeting was representative of Mr. Schropfer's caring management style, where he would let members of his group know directly of significant events rather than allow them to hear things through the rumor mill. Mr. Schropfer may have said that Mr. Jewett was terminated for performance reasons but I am not quite sure. I know he assured the group that our jobs were not in jeopardy, and that we should carry on with our work. I was the last to leave Mr. Schropfer's office. As I rose to leave, Mr. Schropfer asked if I was ok, noting that he knew I was closest to Mr. Jewett. I said that I was ok, that such events were disturbing, however, in retrospect, I could see it coming. I told to Mr. Schropfer that I was aware that Mr. Jewett had failed to follow up on Mr. Lerer's Telemovil, El Salvador deal, and that he had gradually become estranged from the Buying Group for not adequately supporting IDT rate objectives in negotiations with various Caribbean carriers.

**INTERROGATORY NO. 4:**

DESCRIBE your KNOWLEDGE of all COMMUNICATIONS by PERSONS other than yourself RELATING to the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 4 on the grounds that it is unduly burdensome and overly broad; vague and ambiguous in its request for Mr. Cate's knowledge of communications by persons other than Mr. Cate; may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, Cate responds as follows: See Cate's answer to Interrogatory No. 3, which is

incorporated herein by reference.

**INTERROGATORY NO. 5:**

DESCRIBE the PERSON or PERSONS who ordered the TERMINATION of PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 5 on the grounds that it is vague and ambiguous in the use of the term "ordered"; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, to the extent this Interrogatory seeks a description of the person or persons who made the decision to terminate Mr. Jewett, Cate responds as follows: I assume it was David Schropfer.

**INTERROGATORY NO. 6:**

DESCRIBE the PERSON or PERSONS who informed the PLAINTIFF of the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 6 on the grounds that it is vague and ambiguous; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, Cate responds as follows: I learned of Mr. Jewett's termination directly from him when he returned to the office we shared and told me that he had just been told by David Schropfer that he was terminated.

**INTERROGATORY NO. 7:**

IDENTIFY any PERSON or PERSONS who were present during the time that anyone informed PLAINTIFF of the decision to TERMINATE his EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 7 on the grounds that it is overly broad; vague and ambiguous; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, Cate responds as follows: I am unaware who was present at the time Mr. Jewett was informed of his termination. I assume it was David Schropfer and Mr. Jewett but I have no knowledge whether anyone else was also present.

**INTERROGATORY NO. 8:**

DESCRIBE and IDENTIFY all DOCUMENTS RELATING to the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 8 on the grounds that it is vague and ambiguous; overly broad; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, Cate responds as follows: I am unaware of any documents relating to the decision to terminate Mr. Jewett's employment, have not seen any such documents, if they do exist, and do not have any such documents in my custody and control.

**INTERROGATORY NO. 9:**

DESCRIBE and IDENTIFY all DOCUMENTS relied upon RELATING TO the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 9 on the grounds that it is vague and ambiguous; overly broad; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objection, Cate responds as follows: I was not in any way involved in the decision to terminate Mr. Jewett, am unaware of whether any documents were relied upon in the decision to terminate Mr. Jewett, have not seen any such documents, if they do exist, and do not have any such documents in my custody and control.

**INTERROGATORY NO. 10:**

DESCRIBE and IDENTIFY all PERSONS who provided any information relied upon in the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

Cate objects to Request No. 10 on the grounds that it is vague and ambiguous; may, depending on its ultimate interpretation, seek information protected by the attorney-client privilege and/or work product doctrine; and seeks information not within the personal knowledge or information of Cate. Subject to and without waiving any objections, Cate responds as follows: I was not involved in the decision to terminate Mr. Jewett and have no knowledge as to whether anyone provided any information relied upon in the decision to terminate Mr. Jewett.

**ANSWERS TO THE LAD INTERROGATORIES**

**INTERROGATORY NO. 11:**

DESCRIBE all OBJECTIONS as to the propriety, lawful or UNLAWFUL nature of RELIGIOUS MATTERS at IDT, COMMUNICATED to you by any PERSON (including the PLAINTIFF).

**ANSWER:**

Cate objects to Request No. 11 on the grounds that it is overly broad; seeks information that is irrelevant and is not reasonably calculated to lead to the discovery of admissible evidence; and seeks personal and confidential information of non-parties. Cate further objects to the extent the question seeks information regarding persons other than Plaintiff as overbroad and not likely to lead to admissible evidence as to Plaintiff's LAD claim. Subject to and without waiving any objection, Cate responds as follows: Mr. Jewett and I shared an office. For a few weeks, an empty conference room adjacent to our office was being used by a few Orthodox Jewish co-workers to say afternoon prayers. We could hear them through the wall. Mr. Jewett did not understand what the use of the room was, and I explained that the men were saying their afternoon prayers. Mr. Jewett was miffed by the distraction.

**INTERROGATORY NO. 12:**

DESCRIBE your knowledge of, and participation in, if any, the decision to TERMINATE plaintiff's EMPLOYMENT at IDT.

**ANSWER:**

See Cate's answer to Interrogatory No. 2, which is incorporated herein by reference.

**INTERROGATORY NO. 13:**

DESCRIBE your knowledge of all COMMUNICATIONS between you and other PERSONS (including the PLAINTIFF) RELATING to such TERMINATION of PLAINTIFF'S EMPLOYMENT at IDT including COMMUNICATIONS RELATING to UNSATISFACTORY WORK PERFORMANCE.

**ANSWER:**

See Cate's answer to Interrogatory No. 3, which is incorporated herein by reference.

**INTERROGATORY NO. 14:**

DESCRIBE your KNOWLEDGE of all COMMUNICATIONS by PERSONS other than yourself RELATING to the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 4, which is incorporated herein by reference.

**INTERROGATORY NO. 15:**

DESCRIBE the PERSON or PERSONS who ordered the TERMINATION of PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 5, which is incorporated herein by reference.

**INTERROGATORY NO. 16:**

DESCRIBE the PERSON or PERSONS who informed the PLAINTIFF of the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 6, which is incorporated herein by reference.

**INTERROGATORY NO. 17:**

IDENTIFY any PERSON or PERSONS who were present during the time that anyone informed PLAINTIFF of the decision to TERMINATE is EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 7, which is incorporated herein by reference.

**INTERROGATORY NO. 18:**

DESCRIBE and IDENTIFY all DOCUMENTS RELATING to the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 8, which is incorporated herein by reference.

**INTERROGATORY NO. 19:**

DESCRIBE and IDENTIFY all DOCUMENTS relied upon RELATING TO the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 9, which is incorporated herein by reference.

**INTERROGATORY NO. 20:**

DESCRIBE and IDENTIFY all PERSONS who provided any information relied upon in the decision to TERMINATE PLAINTIFF'S EMPLOYMENT.

**ANSWER:**

See Cate's answer to Interrogatory No. 10, which is incorporated herein by reference.

AS TO OBJECTIONS:

FOX ROTHSCHILD LLP

and

ROBINSON & LIVELLI

Dated: November 20 2006

By:



Leslie A. Lajewski  
Attorneys for Defendants IDT Corporation,  
Howard S. Jonas, Motti Lichtenstein, Jack  
Lerer, David Schropfer, Avi Lazar, Robert  
Schiff, Michael Levine, Jonathan Levy, Alex  
Schwarz, James A. Courter, Joyce Mason and  
John Cate

**CERTIFICATION**

I, John Cate have reviewed the Answers contained in the foregoing Answers and Objections to Plaintiff's CEPA and LAD Interrogatories. I am informed and believe that the same are true and correct to the best of my knowledge and information.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 20, 2006

  
\_\_\_\_\_  
John Cate

**PROOF OF SERVICE**  
(via hand delivery)

I am over the age of 18 and not a party to this action. On this date, I served a true copy of the attached:

**ANSWERS TO PLAINTIFF D. MICHAEL JEWETT'S CEPA AND LAD  
INTERROGATORIES TO JOHN CATE**

on the party listed below, via hand delivery, sent to their last known address as follows:

William P. Perniciaro, Esq. The Law Offices of William P. Perniciaro 84 New Dorp Plaza Staten Island, New Jersey 10306	Attorneys for Plaintiff, D. Michael Jewett
---	---

and, via e-mail, to:

Donald A. Robinson Robinson & Livelli Two Penn Plaza East Newark, New Jersey 07105	Co-Counsel for Defendants
---	---------------------------

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 1, 2006

  
\_\_\_\_\_  
Nicholas J. Falcone

558637