# EXHIBIT B

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December 1, 2006

**VIA FEDERAL EXPRESS, EMAIL, and FACSIMILE (973-992-9125)**
Grotta, Glassman & Hoffman, PA
75 Eisenhower Parkway
Roseland, NJ 07068

**Re: D. Michael Jewett v. IDT Corp. et als. – CV 04-1454 (JCL)**

**Attn: Nicholas Falcone, Esq.**

Dear Mr. Falcone:

Please find attached my client's answers to your client's NJ CEPA interrogatories.

As I indicated by email I had planned to deliver them to your office in person today and pick up your client's answers in accordance with our earlier agreement to exchange answers simultaneously. You refused this courtesy since you did not know when you would have your client's answers completed. You indicated instead you would prefer to hand deliver your client's answers to my office by the close of business today. In response I indicated that I would then simultaneously provide my client's answers to your courier. You refused this courtesy to me citing your concern about the cost of the courier back to your office. You said that the best you can do is to call me when you have engaged a courier.

Having no idea when I am to receive your clients' answers, and seeking to preserve the integrity of our agreement, I have prepared the enclosed electronic copy of my client's answers which you are receiving today via email and facsimile with follow up federal express so you will have a hard copy for your file. Rest assured there is no corresponding filing on PACER.

The answers are numbered and correspond to your client's numbered questions.

Sincerely yours,

/s/ William Perniciaro

**WILLIAM PERNICIARO**
WPP:km

Enc.: Interrogatory Answers from Michael Jewett

1. On March 15, 2004 I began operating a company called MR The Aliant Group, Inc. (dba The Aliant Group). The Aliant Group Inc. is a franchisee of Management Recruiters International. The Aliant Group Inc. specializes in the recruitment of professionals in the healthcare industry. I have been so employed as the owner/operator since that time. The company is located at 202 E. River Park Drive, Jupiter FL 33477 and currently employs myself and my wife Leanne Jewett.

2. I received unemployment insurance of $4,338.00. This benefit ran for nine weeks. From The Aliant Group Inc., I received a salary of $24,500.00 for 2005 and have not drawn a salary year to date for 2006. I received no other income from employment.

3. The individuals with knowledge of my NJ CEPA allegations are the named individual defendants and all individuals and entities stated in the amended complaint. There are also several sources of knowledge expressed in court papers and publicly available news items published by various editorial writers and investigative news journalists, including Mary O'Grady of the Wall Street Journal, Jacqueline Charles of the Miami Herald, and Lucy Komisar, a free lance journalist. The addresses of these individuals and entities appear in court papers or are otherwise known to the defendants. Jean Bertrande Aristide resides in South Africa under the protection of that government. Fred Beliard known as "Fred" in the amended complaint is believed to reside in Florida. Jean Robert Duperval is believed to reside in Florida. The address for Hearing Examiner Gomez from the New Jersey Department of Labor is unknown.

   The complaint and all prior court papers with exhibits provide the factual participation and basis of knowledge of the individuals listed above.

   The following additional facts are relevant to this interrogatory:

   Peter Shore (sp) worked in Business Development for cash cards at IDT. I spoke with him about my whistleblower objections to the Teleco Haiti Deal shortly before my termination. On other occasions I had lunch with Mr. Shore and defendant John Cate and we both expressed objections to the Teleco Haiti Deal. It is believed Mr. Shore resides in Princeton, New Jersey.

   Ely Tendler provided advice to Alex Schwarz on how to structure the terms and conditions of the Teleco Haiti Deal.

In early October 2003, defendant John Cate and I described the terms and conditions of the Teleco Haiti deal to Miriam Haskell (sp). We both expressed concerns over the legality of the deal to her. Ms. Haskell was equally concerned about the deal as well and stated that defendant Michael Levine in the Finance Department will never approve the deal. Mr. Cate responded by stating that Mr. Jonas is supporting the deal.

In late October 2003, Miriam Haskell (sp) in the IDT Finance Department advised me that the deal profile had been approved.

Meg Collins, discussed possible satellite communications for the interconnect. I expressed my objections to Ms. Collins in early October 2003 in my office with John Cate.

Adam Kitt, an IDT Senior Project Manager, was involved with the Teleco Haiti deal by discussing technical architecture with John Cate.

Rachael Horowitz, an IDT Project Coordinator, was involved with the Teleco Haiti deal by discussing technical architecture with John Cate.

On November 11, 2003, while I was being terminated, defendant Robert Schiff, Director of IDT Telecom Sales, entered the room and indicated he was very pleased with my recent work on the Bahamas Telephone Company Ltd. (BaTelCo) deal. He indicated that he was going to sign the deal profile and Mr. Schropfer asked him to leave his office.

On November 11, 2003, upon my termination at IDT, defendant David Schropfer demanded both electronic and paper files from the IDT Mount Salem Management/Teleco Haiti deal.

On November 11, 2003, upon receiving the paper Teleco Haiti file from me, defendant David Schropfer expressed surprise at the fact that I had kept copies and was in possession of all the draft agreements and corresponding e-mails with Mount Salem Management and Teleco Haiti.

On November 11, 2003, upon receiving the Teleco Haiti file from me, defendant David Schropfer asked repeatedly if I had any Teleco Haiti documents at home.

On November 11, 2003, defendant David Schropfer searched my briefcase, desk and computer for Haiti documents and immediately escorted me from the premises.

The Republic of Haiti has conducted an investigation of this case and provided comprehensive information concerning it which appear in their civil complaint filed in the Southern District of Florida on November 2, 2005. The defendants have been provided with this document.

There is also a published document from the Republic of Haiti called the Denis Report which report details the fraud in the Teleco Haiti Deal. The document can be obtained by accessing it on the internet.

Colin Povall, President of Skyytel Canada, has knowledge of IDT's agreement with Mount Salem Management for 9 cents per minute and knowledge that Mount Salem was paying 6 cents to Teleco Haiti. Mr. Povall has made statements to the media in articles penned by Lucy Komisar which have previously been filed in this case.

4. David Schropfer performed the termination verbally as outlined above. The only other person present was Robert Schiff as stated above.

The participation of David Schropfer is summarized in prior court papers and in correspondence dated November 13, 2003, from me, and December 2, 2003, from my personal attorney Alexander Cane. The defendants are already in possession of these letters.

On November 11, 2003, defendant David Schropfer informed me that I was being terminated for "non-performance."

On November 11, 2003, I asked David Schropfer for clarification as to what work was unsatisfactory.

On November 11, 2003, defendant David Schropfer became very agitated and attempted to avoid any explanation and only when pressed, provided details.

On November 11, 2003, defendant David Schropfer indicated I had failed to bring two accounts, Puerto Rico Telephone Company (PRTC) and Cable and Wireless Jamaica (CWJ), to a satisfactory close.

On November 11, 2003, after David Schropfer heard my stated rebuttal of reasons for termination, David Schropfer became very agitated and indicated that I "did not fit in" at the company.

On November 11, 2003, defendant David Schropfer was asked to explain what he meant by "not fitting in."

On November 11, 2003, David Schropfer said "Some people just don't belong here."

On November 11, 2003, defendant David Schropfer declined to explain what he meant by "not fitting in" or "Some people just don't belong here."

On November 11, 2003, I stated to defendant David Schropfer, that I had never heard of any problems with my work performance, was unaware of any such problem, and expressed surprise as to why any such problems were never brought to my attention.

On November 11, 2003, defendant David Schropfer did not respond.

On November 13, 2003, I responded in writing to defendant David Schropfer with a carbon copy to defendant James Courter, CEO and Vice Chairman, IDT Corp, by overnight controlled correspondence memorializing defendant David Schropfer's verbal communication to me on November 11, 2003, and, furthermore, requested a written explanation setting forth each and every ground supporting IDT's decision to terminate my employment. The defendants are in possession of this letter.

In this same correspondence, I requested to be provided with a copy of my personnel file and for IDT to preserve all of the data on the hard drive of the computer I used while in the employ of IDT.

In this same correspondence, I requested preservation of all paper files.

David Schropfer did not respond.

5. [redacted]

My family physicians since 1998 are as follows:

1998 through approximately 2000, [redacted]

2000 through approximately 2004, [redacted]

2004- present [redacted]

There was another physician in 2001 [redacted]

OBJECTION:
Other medications taken in this period do not relate to emotional distress.

6. [redacted]

OBJECTION:
Other medications taken in this period do not relate to emotional distress.

7. My attorney has conducted an investigation of the case. He has consulted with witnesses and individuals with knowledge of the operations of the workings of the Federal Communications Commission and the Haiti telecommunications route. He has also consulted with attorneys for the Republic of Haiti. He also interviewed individuals who published an internet posting about the Teleco Haiti Deal and that the payments thereunder are bribes. This is attorney work product.

OBJECTION:
The results of my attorney's investigation constitute attorney work product.

The United States Justice Department and Securities and Exchange Commission have also instituted investigations of the Teleco Haiti Deal but the results are unknown and the Justice Department does not share information with me.

The lead investigator is:
Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

8. The following statements have been taken by me:

On the dates indicated in the attached writing, John Cate contacted me and made the statements contained therein. See attached.

I was also contacted by Peter Shore after my termination but I did not record what was said.

OBJECTION:

My attorney has conducted an investigation of the case. He has consulted with witnesses and individuals with knowledge of the operations of the workings of the Federal Communications Commission and the Haiti telecommunications route. He has also consulted with attorneys for the Republic of Haiti. He also interviewed individuals who published an internet posting about the Teleco Haiti Deal and that the payments thereunder are bribes. This is attorney work product.

9. Other than the contacts set forth in the prior interrogatory, I have conducted no interviews of witnesses. My attorney has conducted an investigation of the case. He has consulted with witnesses and individuals with knowledge of the operations of the workings of the Federal Communications Commission and the Haiti telecommunications route. He has also consulted with attorneys for the Republic of Haiti. He also interviewed individuals who published an internet posting about the Teleco Haiti Deal and that the payments thereunder are bribes. This is attorney work product.

OBJECTION:
The results of my attorney's investigation constitute attorney work product.

The United States Justice Department and Securities and Exchange Commission have also instituted investigations of the Teleco Haiti Deal but the results are unknown and the Justice Department does not share information with me.

The lead investigator is:

Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

10. Prior to my termination I made no charge or complaints to any government agencies.

OBJECTION to information about any filed charges after termination:
The plaintiff makes no claim under NJ CEPA for retaliation for disclosures made to government investigators. Communications with government agencies all occurred after termination and strictly concern alleged criminal liability of IDT employees for involvement in an alleged scheme to conceal bribe payments to foreign officials and the defendants here seek to obtain discovery of a federal investigation. The defendants are free to ask plaintiff any question relevant to the facts leading up to plaintiff's termination at his deposition. Government investigations however have nothing to do with plaintiff's allegations and the government provides no information to this office concerning the facts of the case learned from IDT. The defendants are also well familiar with such investigations and are directed to contact the relevant agencies for information.

The lead investigator is:
Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

11. Prior to my termination I made no charge or complaints to any government agencies.

OBJECTION to information about any filed charges after termination:
The plaintiff makes no claim under NJ CEPA for retaliation for disclosures made to government investigators. Communications with government agencies all occurred after termination and strictly concern alleged criminal liability of IDT employees for involvement in an alleged scheme to conceal bribe payments to foreign officials and the defendants here seek to obtain discovery of a federal investigation. The defendants are free to ask plaintiff any question relevant to the facts leading up to plaintiff's termination at his deposition. Government investigations however have nothing to do with plaintiff's allegations and the government provides no information to this office concerning the facts of the case learned from IDT. The defendants are also well familiar with such

investigations and are directed to contact the relevant agencies for information.

The lead investigator is:
Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

12. Prior to my termination I made no charge or complaints to any government agencies. The defendants are aware of my participation in an administrative proceeding before the New Jersey Department of Labor in which I received unemployment benefits.

OBJECTION to information about any participation in proceedings after termination:

The plaintiff makes no claim under NJ CEPA for retaliation for disclosures made to government investigators. Communications with government agencies all occurred after termination and strictly concern alleged criminal liability of IDT employees for involvement in an alleged scheme to conceal bribe payments to foreign officials and the defendants here seek to obtain discovery of a federal investigation. The defendants are free to ask plaintiff any question relevant to the facts leading up to plaintiff's termination at his deposition. Government investigations however have nothing to do with plaintiff's allegations and the government provides no information to this office concerning the facts of the case learned from IDT. The defendants are also well familiar with such investigations and are directed to contact the relevant agencies for information.

The lead investigator is:
Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

13. Prior to my termination I made no charge or complaints to any government agencies. See answers 10 through 12.

OBJECTION to information about any participation in proceedings after termination:

The plaintiff makes no claim under NJ CEPA for retaliation for disclosures made to government investigators. Communications with government agencies all occurred after termination and

strictly concern alleged criminal liability of IDT employees for involvement in an alleged scheme to conceal bribe payments to foreign officials and the defendants here seek to obtain discovery of a federal investigation. The defendants are free to ask plaintiff any question relevant to the facts leading up to plaintiff's termination at his deposition. Government investigations however have nothing to do with plaintiff's allegations and the government provides no information to this office concerning the facts of the case learned from IDT. The defendants are also well familiar with such investigations and are directed to contact the relevant agencies for information.

The lead investigator is:
Amy Winkelman, Chief of the Criminal Division for the United States Attorney in New Jersey, 970 Broad Street, Newark, NJ 07102

14. The factual basis for any damages can be found in the complaint and all papers filed or exchanged in the case, including discovery materials, affidavits, motion papers (with exhibits), oral argument, as well as amended and supplemental pleadings. IDT and James Courter have also made public statements in their government filings (including public SEC filings) and to certain newspapers including the New York Times on October 2, 2005 and the Wall Street Journal on October 8, 2004. The Republic of Haiti filed a lawsuit in the Southern District of Florida on November 2, 2005 which contain many facts the plaintiff will rely upon.

More specifically I have suffered economic damages consisting of lost wages, both past and future, damage to my professional reputation, lost benefits and bonuses, stock options, and lost career opportunities. Although there was nothing wrong with my work performance at IDT, I was terminated for objecting to IDT's employment and business practices. The company has wrongfully claimed my work performance was deficient and thus fired me "for cause." As a result I had to commence this litigation to enforce my rights under New Jersey law in which I am now known in the employment market as a "whistleblower." IDT and James Courter compounded their unjust action by opposing my unemployment benefits and issuing public statements that I am a "disgruntled" employee with "no evidence," that internal and independent investigations have disclosed "no evidence" of payments to foreign officials, and that the company seeks sanctions from my counsel. IDT made these statements while knowing that FCC regulations required public disclosure of the terms and conditions of the Teleco Haiti Deal, that they were thereby unlawfully concealing bribe

payments to a foreign official, that Mount Salem Management was a front organization for Jean Bertrande Aristide, and that Mount Salem was retaining 3 cents per minute as a bribe payment. The consequence of this misconduct is that it will be nearly impossible to find employment in my field or from any employer in a related industry.

As of October 2006, I have invested [redacted] into my company and loaned the company [redacted] This is an item of damage for which I demand compensation. I earned a salary of [redacted]

This information is subject to amendment and further explanation when I provide my expert reports concerning my investment in this company as a result of the conduct of the defendants.

Lost wages and damages (as defined above) will be calculated by multiplying my lost wages, both past and future, by my remaining working years to be determined by an economist and employability expert. Such experts will further elaborate on damages suffered under the CEPA claim and other causes of action to my career and reputation. I am still awaiting information from IDT as to their claim of what my salary, benefits, bonus consisted of under IDT's international bonus structure, and retirement benefits. The amount of these damages thus requires certain information from the defendants and analysis from my experts.

OBJECTION to the portion of the question relating to the amount of back pay, front pay, and consequential damages since the answer to this question awaits information from the defendants concerning salary, bonus and benefits.

I also demand punitive damages under the New Jersey Punitive Damage Act since the harm I suffered was caused by actual malice accompanied by a wanton and willful disregard of my rights, and a desire to conceal unlawful acts which were detrimental to the rights of others. The defendants knew that serious harm to my career would result from a termination for cause or for "poor work performance." This reason was created to cover up the unlawful nature of the termination and the Teleco Haiti Deal. They were also fully aware of the fact that they were in the midst of a criminal conspiracy to defraud the people of the Republic of Haiti out of much needed revenue and to conceal their transaction from government regulators. Upon being confronted with the conduct both orally and in writing, the defendants continued with their unlawful deal until the authorities were formally notified. They

then ceased making payments to Mount Salem Management and forwarded payments directly to Teleco Haiti. They further filed a bad faith motion to seal the record in order to hide their conduct and to hinder my case notwithstanding regulations which require public disclosure. They have further abused the powers of the court by improperly obtaining an order to seal my complaint and engage in several acts to justify this conduct including filing false and misleading affidavits from IDT in-house counsel and a senior executive, Jonathan Levy. They have also issued many false and misleading public statements about my case, and filed false affidavits in court to conceal the record, all with a purpose to detract from my case and convince the public and the court that they did nothing wrong.

The following matters will be presented to the jury to support my claim of punitive damages, evidence of the intentional harm to my career, IDT's reasons for covering up their conduct, the profitability of the Teleco Haiti Deal to the defendants; the harm to the Republic of Haiti, the length of time the misconduct continued after being notified of it in writing including the Teleco Haiti Deal itself, the attempts to conceal it by misleading public statements and motion practice; and the financial condition of the defendants to pay such damages, including evidence of net worth and yearly income.

The amount of such punitive damages will be calculated by providing the jury with the factors set forth in the New Jersey Punitive Damage Act and set at an amount to punish the defendants for their bad faith actions.

OBJECTION as to providing the amount of punitive damages as this calculation is not readily quantifiable without reference to the proper legal baseline for such damages under the law, if any under the Punitive Damages Act. It is also a matter left to the discretion of a jury based upon criteria set forth in law. Furthermore, this question cannot be answered without full discovery and disclosure as to the extent of the misconduct in this case given the wide range of issues which a jury must assess to evaluate and make such an award.

I also claim damages for emotional distress. The defendants have fabricated charges of "poor work performance" against me which have severely impacted my career in order to cover up and conceal their true motivation of retaliation against me. They have also engaged in a pattern of bad faith representations both publicly and in court to destroy my reputation and hinder my case. I have lost

a good paying job wherein I was performing past expectations and have been unfairly vilified for bringing the truth forward. I have suffered from severe anxiety and depression as a result of this conduct requiring medical treatment and prescription drug therapy. My symptoms and problems include insomnia, irritability, inability to concentrate, anxiety, and severe depression.

This information is subject to amendment and further explanation when I provide my expert reports concerning my medical condition as a result of the conduct of the defendants.

OBJECTION as to providing the amount of damages recoverable as a result of my medical and emotional injuries. This question cannot be fully answered until I receive my final medical expert reports. The defendants also have continued to publish statements about this matter which defame and damage my reputation. They further continue to engage in bad faith tactics in this litigation as documented in the court file. Therefore this question cannot be answered at this time without full discovery and disclosure as to the extent of the misconduct in this case.

I also claim the right to reimbursement of legal fees and disbursements under the New Jersey Conscientious Employee Protection Act and under principles of common law. The fees will be calculated on an hourly rate under mandatory Lodestar guidelines for all work performed in my case and filed within 14 days of entry of final judgment as set forth in the Federal Rules of Civil Procedure.

OBJECTION as to amount as this cannot be quantified until final judgment.

15. See answer in prior interrogatory. OBJECTION to the portion of the question relating to back pay, front pay, and consequential damages since the answer to this question awaits information from the defendants concerning salary, bonus and benefits. A summary of the formula for calculating economic damages is contained in the prior interrogatory.

As to punitive damages this issue is dealt with in the prior interrogatory.

16. I took the following steps to mitigate my damages.

I immediately applied for unemployment benefits which IDT opposed on grounds that I was fired for cause.

I hired counsel to represent me before the New Jersey Department of Labor to ensure that I received my benefits and was successful in that endeavor.

On November 11, 2003, I posted my resume on CareerBuilder.com and Monster.Com in the following sections:

Telecommunications;
Business Development;
Information Technology;
Sales; and
Executives.

These are worldwide websites and I indicated an unqualified willingness to relocate.

I have been contacted for possible interviews by companies or recruiters that found my resume and reached out to me approximately 9 times. I responded to all 9 and heard nothing in return except for one.

I was contacted by a recruiter on January 25, 2005 named Ms. Frederico. This job opportunity was an excellent match. She asked me to explain the circumstances of my termination. I advised her about the circumstances of my firing and the existence of my civil suit and there was no further contact from her.

I also filed with CareerBuilder.com and Monster.com in such a way that I would receive notifications of job opportunities in my field.

Given the constraints placed on my job search, I also took action to secure self-employment.

I opened a business MR The Aliant Group Inc. in March of 2004. The company focuses on the recruitment and placement of executives. As a business owner/operator I am responsible for all aspects of the business start up and operations. I am responsible for all business development. Building a client base of corporations who engage my company to perform search assignments for employment opportunities on their behalf. Once engaged to perform a search, the next step is the recruitment of qualified candidates to fill the position. Upon identifying the qualified candidates I perform in depth interviews and background and reference checks. The candidates are then presented to the client. When a candidate is selected I work with the client to negotiate a compensation agreement acceptable to both parties. In addition, to this I am responsible for facility management of my

business including technology, training, advertising, and other functions.

I participate in on-going training and mentoring from MRI. As part of the company's business development I travel to meet clients in person to discuss their human resource requirements.

17. My objections to the Teleco Haiti Deal appear numbers times in the complaint and court papers I have filed in this case.

More specifically, on September 16, 2003, defendant Jack Lerer, Executive Vice President for International Business Development for IDT, told me that he negotiated a deal with the President of Haiti, Jean Bertrande Aristide, to forward telephone traffic to Haiti for 9.5 cents per minute. IDT Telecom would deposit the settlement dollars from terminating traffic in Haiti through TeleCo Haiti to an offshore account set up on behalf of President Aristide called Mount Salem Management, headquartered in the Turks and Caicos Islands. I asked defendant Jack Lerer what Mount Salem was and he replied it was the private bank account of the President of Haiti, Jean Bertrand Aristide, that had been created by legal counsel for President Aristide, Adrian Corr, member of the law firm Miller, Simons and O'Sullivan.

I questioned if it was legal for IDT to make settlement deposits into the private offshore bank account of the President of Haiti rather than depositing the settlement proceeds into the bank account of TeleCo Haiti. Defendant Jack Lerer told me it did not matter who got the money as long as IDT was protected from TeleCo Haiti alleging that they had not been paid for terminating IDT's telecommunication traffic in Haiti.

That same day Mr. Lerer met with me and defendant John Cate, Vice President of International Network Development, to explain the particulars of the deal for purposes of having us perform work to facilitate the deal. Mr. Cate was assigned as technical correspondent and I was to serve as the "go-between" for all commercial correspondence between TeleCo Haiti and Mount Salem. Mr. Lerer instructed us not reveal the details of the TeleCo Haiti deal with anyone within IDT and I was further directed to work with defendant Alex Schwartz, as legal counsel.

At the conclusion of this meeting with defendant Jack Lerer, plaintiff and defendant John Cate discussed whether or not it was

lawful and/or legal for IDT Telecom to proceed with the TeleCo Haiti deal, as described above.

Defendant John Cate indicated that at his former employer, ATT, he participated in the preparation of submissions for the Federal Communications Commission (hereinafter "FCC"). He stated that during his 27 years at ATT, he had never once been involved with let alone heard of a telecommunication proposal and/or contract being structured in a manner similar to the TeleCo Haiti agreement. We further discussed FCC regulations and Mr. Cate stated that Teleco Haiti was an "ISP" country referring to a regulatory policy of the Federal Communications Commission called the International Settlements Policy. I was generally aware of the International Settlements Policy and its requirement that all U.S. carriers conform to a uniform settlement rate with certain countries.

Mr. Cate opined that the contract with Teleco was set for a price which was below the official settlement rate set by the FCC and for that reason the contract needed to be submitted to the FCC for approval. We then both expressed serious misgivings to one another as to the legality of the proposed Teleco Haiti contract and what the FCC might do to IDT if the FCC were to learn of the details involving the payment of Teleco Haiti's settlement proceeds into the private off-shore bank account of President Aristide.

I expressed objections to defendant John Cate as to the legality of the TeleCo Haiti contract both in terms of its payments to off shore accounts and the fact that IDT needed to seek FCC approval of the deal.

On September 16, 2003, defendant David Schropfer, Executive Vice President Strategic Management, met with me and John Cate to express his support for the TeleCo Haiti deal. On that day I expressed objections to David Schropfer on grounds of its payments to off shore accounts and not Teleco Haiti, it's discounted per minute rate being below FCC sanctioned guidelines, and the fact that it needed to be filed with and approved by the FCC.

Mr. Schropfer responded to my objections by stating the deal would proceed because it was a "Jack deal" and that defendant Jack Lerer had the support of the Chairman of IDT, defendant Howard Jonas. He then instructed me to work with defendant Alex Schwarz, Esq., Legal Counsel for IDT Telecom, in structuring the contracts with TeleCo Haiti and Mount Salem Management.

In or about late September 2003, defendant Jack Lerer provided me via email the contact names of Mr. Adrian Corr, signing authority of Mount Salem and Mr. Jean Robert Duperval, a Senior Manager of TeleCo Haiti. Additionally, defendant Jack Lerer instructed me to only copy "Fred", who purportedly was to act as President Aristide's agent.

On or about mid to late September 2003, at the direction of defendant David Schropfer and defendant Jack Lerer, I forwarded a draft copy of IDT's standard Interconnect Agreement to both Mount Salem Management and Teleco Haiti, via email on behalf of Mr. Lerer as ordered by defendant Mr. Lerer.

On or about mid to late September 2003 and early October 2003, I expressed objections to the legality of the Teleco Haiti Deal to defendants Jack Lerer, Alex Schwarz, David Schropfer, and John Cate. All objections occurred at IDT offices located at 520 Broad Street, Newark, New Jersey.

At one point when speaking directly to Alex Schwarz in the hallway outside Jonathan Levy's office on or about late September 2003, I said to him I did not believe the Teleco Haiti Deal complied with law in that it involved payments to an off shore account and that the discounted price and administration of payments needed to be disclosed to the FCC. In response defendant Alex Schwarz, Esq., stated his doubts about the legality of the deal but said he was just doing what he was told to do.

On or about early October 2003, I forwarded, on behalf of defendant Jack Lerer, to both TeleCo Haiti and Mount Salem via e-mail, Non-Disclosure agreements which were prepared, on information and belief, by defendant Alex Schwarz.

On or about early October 2003, signed Non-Disclosure documents were faxed and delivered by courier between the parties.

On or about early October 2003, I and John Cate had lunch with Peter Shore on more than one occasion and defendant John Cate and I both expressed objections to the Teleco Haiti Deal. It is believed Mr. Shore resides in Princeton, New Jersey.

In early October 2003, defendant John Cate and I described the terms and conditions of the Teleco Haiti deal to Miriam Haskell (sp) in IDT's finance department. We both expressed concerns over the legality of the deal to her. Ms. Haskell was equally concerned

about the deal as well and that defendant Michael Levine in the Finance Department will never approve the deal. Mr. Cate responded by stating that Mr. Jonas is supporting the deal.

In October 2003, I provided administrative support to Alex Schwarz, Jack Lerer and David Schropfer concerning the contracts for TeleCo Haiti and Mount Salem Management.

In early to mid October 2003, I sent numerous emails on behalf of Jack Lerer and Alex Schwarz, between IDT Telecom and TeleCo Haiti and IDT Telecom and Mount Salem Management for purposes of negotiating and finalizing the terms and conditions of the proposed agreement.

During this time (early October 2003) defendants I repeatedly expressed objection to defendants Schwarz, Schropfer, and Lerer as to the legality of the Teleco Haiti Deal in terms of its payments to Mount Salem Management (Aristide) and not Teleco Haiti, and the fact that the discounted deal had to be filed and approved by the FCC. In response they stated, on various occasions, that the most important thing was to ensure that the agreements tied TeleCo Haiti and Mount Salem together so that if something happened to President Aristide, TeleCo Haiti could not sue IDT Telecom for non-payment of settlements.

On or about mid October 2003, I heard defendant Jack Lerer and defendant Alex Schwarz, engage in a conference call with "Fred" for the purpose of negotiating the per minute settlement rate with Teleco Haiti and Mount Salem Management downward.

In or about mid October 2003, at the direction of defendant David Schropfer, I prepared the deal profile for defendant Jack Lerer which summarized all the salient terms and conditions of the proposed agreement between IDT Telecom, Teleco Haiti and Mount Salem Management. I requested permission from defendant Schropfer to include my objections to the legality of the deal directly in the deal profile which request was denied.

At about this time, the IDT defendants who were directly involved in the transaction began to exclude me from meetings and discussions concerning the Mount Salem Management/Teleco Haiti deal.

On or about the end of October 2003, defendant David Schropfer stopped me from personally circulating the deal profile to and among IDT executives in contravention of normal practice at IDT.

He personally circulated the deal profile to explain the deal and obtain signatures from Defendant Robert Schiff, Director of IDT Telecom Sales, Defendant, Avi Lazar, Senior Vice President of Global Buying, Defendant, Michael Levine, Senior Vice President Finance IDT Telecom and Defendant, Jonathan Levy, President IDT Telecom.

On or about the mid to end of October 2003, I was excluded from a global meeting of the Strategic Management Team that all ARVPs and more senior executives were required to attend for the purpose of discussing global and regional strategies. I was initially instructed to attend the meeting but a few days prior to the meeting I was informed I was no longer permitted to attend. I was not provided any explanation why he was the only ARVP excluded.

On or about late October 2003, Miriam Haskell (sp) in the IDT Finance Department advised the me that the deal profile had been approved. Shortly thereafter the completed deal profile was available on line as part of IDT's internal documentation management system. I was however not informed of the final negotiation of the contracts with Teleco Haiti and Mount Salem Management, in contravention of normal practice at IDT.

On or about the end of October 2003, I was not permitted to send out the final version of the contracts in contravention of normal practice at IDT. On or about November 5, 2003, I learned of the return of the signed contracts from Mount Salem Management and TeleCo Haiti through a paralegal in the IDT Legal Department, Mark Latourich (sp).

Shortly thereafter I personally confronted Mr. Schropfer with this knowledge and repeated my objection that IDT was proceeding with the deal.

Mr. Schropfer gave no response except to ask how I found out about the signed contracts. On November 11, 2003, I was terminated without notice.

18. See particular interrogatories for objections.

19. My attorney William Perniciaro assisted me with these interrogatories.

I declare under penalty of perjury under the laws of the United States of America that the answers to the interrogatories stated herein are true and correct.

Dated 12/11/06

D. Michael Jewett

As to Objections under Rule 33(b)(2):

William P. Perniciaro

Dec/17/03 John Cate VP of International Network Planning Called

- Mr. John Cate prepared the required equipment list for the interconnect between Teleco Haiti and Mount Salem Management. The Equipment Addendum to the original Agreement with Teleco Haiti and Mount Salem Management Ltd was completed and signed off by Mr. Jonathan Levy, President of IDT Telecom, on Dec16th/03. Mr. Levy wanted to ensure that because the equipment was being sent to Teleco Haiti that the Equipment Addendum was tied from a contractual perspective to both Teleco Haiti and Mount Salem Management Ltd and that IDT would receive repayments for the cost of the equipment though the monthly settlements with Mount Salem Management Ltd. It was faxed to each party and sent by Courier to Teleco Haiti and Mount Salem Management Ltd. Mr. Alfonse Inevil, the Director General of Teleco Haiti would sign the Equipment Addendum on behalf of Teleco Haiti and Mr. Adrian Corr, would sign for Mount Salem Management Ltd. The total equipment cost was $195,000.00USD to be shipped for installation in Haiti for the completion of the interconnect between IDT and Teleco Haiti. The equipment cost to Teleco Haiti was at IDT's cost. Normally IDT would mark the equipment cost up on the resale to a third party. The repayment for the equipment was to come form the settlements for terminating traffic in Haiti. The repayment is to be 6 equal monthly repayments to be taken out of the payments sent to Mount Salem Management.
- The equipment being sent is an ECI DTX 600 Network Compression and software gear. Teleco Haiti is to supply there own Earth Station Equipment. Teleco Haiti and Mount Salem Management Ltd had to both sign the Veraze Software agreement for the ECI DTX 600.
- Mr. Cate indicated that all of his correspondence with Teleco Haiti and Mount Salem Management Ltd required a CC to Mr. Alfonse Inevil, Director General of Teleco Haiti. Mr. Cate was told by Mr. Jack Lerer, SVP International Business Development, that Mr. Inevil was the brother-in-law of President Aristide and that he would also be receiving personally some of the settlement money IDT was depositing with Mount Salem Management Ltd on behalf of President Aristide.
- I asked Mr. Cate if in his 27 year employment with ATT, had he ever been part of a deal like IDT put together with Teleco Haiti and Mount Salem Management Ltd to which he replied "ATT would never get involved in a deal like this. The FCC would be all over them. Mr. Cate indicated that the deal in his mind was not only illegal but immoral considering how poor Haiti was.
- He asked me whether I thought that Jack Lerer may have had something to do with my firing

John Cate Called Jan 9/04

Network equipment was shipped to Haiti on Jan 7/04 ECI DTX 600…equipment to be installed in early February.

Aristide impatient to have everything up and running

Michael Bloomberg to be in Haiti

John Cate Called on Feb14/04:

Haiti - The interconnect is up and running. IDT was passing traffic through the interconnect for testing purposes. By the end of Feb/04 all of the traffic would be going through the interconnect. I asked if they were worried about Aristide being removed or killed...John said that IDT felt that the US government would support him and the deal that IDT had with him would remain intact.