

EXHIBIT M

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Attorneys for Defendants IDT Corporation,
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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,

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

Plaintiff,

v.

IDT CORPORATION; et al.,

Defendant.

**ANSWERS AND OBJECTIONS TO
PLAINTIFF D. MICHAEL JEWETT'S
CEPA AND LAD INTERROGATORIES TO
DAVID SCHROPFER**

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 David Schropfer ("Schropfer"), hereby objects and responds to plaintiff D. Michael Jewett's ("Jewett" or "Plaintiff") CEPA and LAD Interrogatories as follows:

GENERAL OBJECTIONS

1. Schropfer objects to any interrogatory insofar as it attempts to impose upon him any obligations beyond those established by Federal Rules of Civil Procedure. Schropfer 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. Schropfer 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. Schropfer 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. Schropfer objects to any interrogatory that is overly broad, unduly burdensome, vague or ambiguous.

ANSWERS TO INTERROGATORIES

Subject to the General Objections set forth above, Schropfer responds to the Interrogatories as set forth below. In making these responses, Schropfer does not waive any objections as to relevance, materiality or admissibility of evidence in this action or any other action or proceeding. Schropfer 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:

Schropfer objects to Request No. 1 on the grounds that it 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. Schropfer 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, Schropfer responds as follows:

In August 2003, I was asked by Jack Lerer to become involved in the execution stage of a possible interconnection with Teleco Haiti. During this stage, Mr. Lerer informed me that Teleco Haiti requested that a third party administrator be used for possible payments related to the deal. I discussed this structure with others and delegated tasks related to implementing the requested structure. During this early stage in putting together the prospective Teleco Haiti deal, I recall at least one person questioning me as to whether I thought it was appropriate and/or legal to use a third party administrator. In response, I explained that Mr. Lerer told me that the deal's structure had already been preliminarily approved by Legal, and that the deal would also go to

the legal department again for final review before the contracts were ever approved or finalized to make sure it complied with all legal requirements. I also explained that if there was a problem with the deal, the legal department would not “stamp it” approved and we would not do the deal without the legal department approving the structure of the final contract. I have no recollection as to who the person was who questioned me about the deal since a number of people were involved in working on different aspects of the deal. Those primarily involved included Mr. Jewett, Mr. Lerer, John Cate, Alex Schwarz and me. Also, two other support personnel were involved. We all met and discussed the deal at various times. The question may or may not have come from Mr. Jewett.

There were no questions or comments made to me or in my presence regarding the lawfulness or appropriateness of the Teleco Haiti deal other than what I explained above. I do know that our legal department analyzed the deal to confirm its legality and that it was approved by legal before it was executed. I also know that the deal was approved by legal and was executed prior to the time Mr. Jewett’s employment was terminated on November 11, 2003.

INTERROGATORY NO. 2:

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

ANSWER:

Schropfer responds as follows: I am the person who hired Mr. Jewett on or about April 15, 2003 and assigned him his job responsibilities. On at least four occasions, Jonathan Levy brought up with me the subject of terminating Mr. Jewett. I decided not to terminate Mr. Jewett and to give him further opportunities to prove he was able to do his job adequately. Mr. Levy supported my decision. However, the last time Mr. Levy broached the subject of terminating

Mr. Jewett and asked me to justify why I kept him on my staff, I could not find any reasonable argument to keep Mr. Jewett employed based on his poor performance, repeated verbal counseling, and failure to improve. The decision to terminate Mr. Jewett was mine alone. Mr. Levy would have supported my decision either way, as he had done previously.

Mr. Jewett was terminated for three reasons:

- 1) Mr. Jewett was making my job harder because he repeatedly and habitually failed to take control and responsibility for his projects, and it was necessary for me to have to intervene on many or most of his projects. For example, during the conversation I had with Mr. Jewett when I terminated his employment, I specifically cited examples where Mr. Jewett asked me to sign documents which he had not checked and which contained significant errors. His only defense to this charge was that he “assumed everything was already verified,” which I explained was unacceptable because it was Mr. Jewett’s job function to verify any document that required my signature before presenting it to me. Also, Mr. Jewett would frequently present me with problems or obstacles in his day-to-day activities, but he would rarely (if ever) present a suggestion for a solution to a problem; he would simply tell me about a problem and ask me to solve it. I counseled him multiple times that he had to think about a solution, and perhaps even attempt to solve these problems, before asking for my intervention;
- 2) Mr. Jewett frequently did not understand (or remember) the role, responsibility, strategy or procedures of my group. Often he was unable to follow conversations related to strategy or executions, and strategic decisions often

had to be explained and re-explained to Mr. Jewett. Additional proof that he did not understand the role of my group within the Company was that Mr. Jewett would often try to finish my sentences during a conversation, and most of the time, the words he used to finish the sentence were incorrect and off point. Several of those conversations happened in the presence of John Cate;

- 3) Mr. Jewett failed to close deals, missed all of his projections, and in my business judgment did not have viable prospects to close in the future.

In Mr. Jewett's position as Associate Regional Vice President, he was hired to create, build, and grow the relationships IDT had with PTTs and other Tier-1 Carriers, including closing new deals with such entities. He inherited four accounts and was placed in charge of signing up those accounts and/or closing those deals. In addition, Mr. Jewett represented in his interview and in his first months of employment that he had "strong connections" with at least two additional carriers, bringing his prime target deal list to six. Mr. Jewett failed to close even one of these deals during the approximately seven months he was employed with IDT.

Mr. Jewett's mishandling and failing to close deals is an example of him making my job harder. For example, Mr. Jewett was assigned the Cable & Wireless Jamaica account. During one conference call with the representatives of Cable & Wireless Jamaica, Mr. Jewett did not run the call in the manner in which he and I had discussed and I had to step in and take over the call so as to move the deal forward. I spoke with Mr. Jewett specifically about this performance failure after the call. This deal should have closed and Mr. Jewett was unable to facilitate that event.

Mr. Jewett was also unable to close the deal with Puerto Rico Telecom Company ("PRTC"), another account he inherited when he was hired. He allowed another employee

within another division of IDT, with a competing agenda to our department, to nix the deal. Mr. Jewett should never have let this happen without attempting to resolve on his own or informing me that he was having difficulty until the opportunity to close the deal was gone. Had he been a stronger employee and more aggressive in pursuing our department's interest he would have closed the deal. I also discussed this performance issue with Mr. Jewett after it occurred. I explained to him that his job was to move these deals forward and not to allow others within the company with competing interests to derail his efforts to close deals. I explained to Mr. Jewett that he needed to take the lead in getting people to understand the benefits of the deals we were seeking to close and to get their cooperation and support for the deals. I also explained to him that he was not being effective in these areas.

It is because of this inadequate work performance that I ultimately decided to terminate Mr. Jewett's employment with IDT. In my business judgment, it had become clear that he was an inadequate manager and did not possess the skills needed to fulfill his job requirements.

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:

Schropfer 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, Schropfer responds as follows:

During the conversation in which I terminated Mr. Jewett's employment, I informed Mr. Jewett that I had been frustrated with his performance, and reminded him that I had told him on several occasions that his performance on his two major accounts were not acceptable: PRTC and CWJ. After informing Mr. Jewett that I decided to terminate his employment, and that he would be granted two weeks severance, Mr. Jewett asked for four weeks. I said no. Then he asked for two weeks on the job, then two weeks severance. I said no. Finally, Mr. Jewett asked to "split the difference", meaning three weeks instead of two weeks. Again, I declined his request.

At this point, Mr. Jewett said that he did not accept my reason for termination, so, acting on the advice I had received from Chuck Fredda prior to the meeting, I asked Mr. Jewett to wait in my office, and I left the office to look for someone else to witness the rest of the conversation. I checked with several other executives, but found none available. I returned and continued the conversation. Mike seemed to tone down his discontent. Again, he asked me to explain why he was being terminated and how I would have handled his accounts differently. I explained that (if I was him) I would not have asked my boss to sign a document that I had not checked.

Then I gave him an example of a recent occurrence of this error: A few weeks earlier, Mr. Jewett had asked me to sign a document which approved the financial aspects of a new interconnection (a.k.a. Profile). I made several corrections on the form, and then I noticed several more errors which I chose not to correct, opting instead to give the form back to Mr. Jewett to correct. When he came back later to ask me to sign the form again, he not only failed to correct the mistakes on the form, he also failed to correct those mistakes which I had noted in writing. In his explanation of this event, Mr. Jewett described the control to be in other people's hands with phrases like, "Miriam could have checked the latest version of the Profile," and,

“Carmen told me...” and “Vince said...” and (worst of all) “I assumed that everything was already verified.” I emphasized that it was his job to organize the group, control the communication, and double check everything related to his accounts. Further, I reminded Mr. Jewett of several previous conversations where I counseled him that he was not in a position to blame others for their work if he did not double check the work, or assumptions that he did not validate. At this point in the conversation, Mr. Jewett said to me, “I see your point. I understand.”

In addition to the information provided by me in response to Question No. 2 above, after terminating Mr. Jewett, as a matter of course I would have filed out an employee data form noting his termination and sent it to Human Resources. I do have a clear recollection that this was done after Mr. Jewett’s termination. In addition, I wrote an e-mail to HR detailing the exact events of the termination proceedings immediately after I terminated Mr. Jewett.

Prior to Mr. Jewett’s termination, I believe I informed Jon Levy (my supervisor), Avi Lazar and Robby Schiff (two other SVP’s whom I worked with often) and Chuck Fredda (HR). Subsequent to terminating Mr. Jewett’s employment, I advised Alex Schwarz of the termination. Mr. Schwarz had been working with Mr. Jewett on the Teleco Haiti deal, among other matters, and had a need to know that Mr. Jewett was no longer employed with IDT. I do not recall discussing with Mr. Schwarz the reasons for the termination. I do not remember Mr. Schwarz making any comment to me about Mr. Jewett’s termination.

Additionally, I would have notified all those who were working in my division and probably other senior executives who were involved with my division on a regular basis that Mr. Jewett was no longer with IDT subsequent to his termination for the sole purpose of letting them know to whom they should direct their inquires. This was my standard procedure when someone

in my department was let go.

INTERROGATORY NO. 4:

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

ANSWER:

Schropfer objects to Request No. 4 on the grounds that it is unduly burdensome and overly broad; vague and ambiguous in its request for Mr. Schropfer's knowledge of communications by persons other than Mr. Schropfer; 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: Other than what I described in Interrogatory Nos. 2 and 3, I am unaware of any communications by other persons relating to the decision to terminate Mr. Jewett.

INTERROGATORY NO. 5:

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

ANSWER:

Schropfer 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: I alone made the decision to terminate the Mr. Jewett's employment. Also see answers to Interrogatory Nos. 2 and 3.

INTERROGATORY NO. 6:

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

ANSWER:

Schropfer 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: I met with Mr. Jewett alone when I terminated his employment. No one else was present during the meeting.

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:

Schropfer 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: I met with Mr. Jewett alone when I terminated his employment. No one else was present during the meeting.

INTERROGATORY NO. 8:

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

ANSWER:

Schropfer 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: Just prior to bringing Mr. Jewett in to terminate him, I e-mailed Chuck Fredda in Human Resources regarding drafting a severance agreement and asked if there was anything else I needed to take care of. After I terminated Mr. Jewett, I memorialized Mr. Jewett's and my conversation in an e-mail to Mr. Fredda, cc'ing Mr. Levy and Mr. Rothwax.

INTERROGATORY NO. 9:

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

ANSWER:

Schropfer 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 Schropfer. Subject to and

without waiving any objection, Schropfer responds as follows: None. Also, See Interrogatory Nos. 2 and 3.

INTERROGATORY NO. 10:

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

ANSWER:

Schropfer 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 Schropfer. Subject to and without waiving any objection, Schropfer responds as follows: See answers to Interrogatory Nos. 2 and 3.

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:

Schropfer 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. Schropfer 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, Schropfer responds as follows: None. No one has

communicated any objections to me about religious matters at IDT.

INTERROGATORY NO. 12:

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

ANSWER:

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

AS TO OBJECTIONS:

FOX ROTHSCHILD LLP

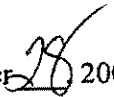
and

ROBINSON & LIVELLI

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

Dated: November  2006

CERTIFICATION

I, David Schropfer, have reviewed the answers to 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 28, 2006


David Schropfer

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 DAVID SCHROFFER

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
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and, via e-mail, to:

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

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