



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE STRAIGHT PATH
COMMUNICATIONS INC.
CONSOLIDATED STOCKHOLDER
LITIGATION

C.A. No. 2017-0486-SG

**VERIFIED CONSOLIDATED AMENDED
CLASS ACTION AND DERIVATIVE COMPLAINT**

Co-Lead Plaintiffs JDS1, LLC and The Arbitrage Fund (“Plaintiffs”), on behalf of themselves and all other similarly situated stockholders of Straight Path Communications Inc. (“Straight Path” or the “Company”), and, in the alternative, on behalf of nominal defendant Straight Path, by and through their undersigned counsel, allege the following upon knowledge as to themselves and their own actions, and upon information and belief as to all other matters, based upon the investigation conducted by their counsel, which included, among other things, a review of United States Securities and Exchange Commission (“SEC”) filings by Straight Path and IDT Corporation (“IDT”), news reports and press releases regarding Straight Path and IDT, and other publicly available documents. Plaintiff believes substantial additional evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

INTRODUCTION

1. It is a flagrant breach of duty for a person who controls a \$3 billion company’s sale process to condition potential bidders’ ability to participate in the

auction process on first paying him over \$500 million. It is just as flagrant a breach of duty for the person who controls the same company's sale process to condition potential bidders' ability to participate in the auction on their first agreeing to forgive an over \$500 million debt the controller owes to the company.

2. The story of Straight Path's sale to Verizon is even more crooked.

3. Straight Path is effectively a holding company for wireless spectrum licenses (the "Spectrum Assets") and a number of related patents (the "IP Assets"). It was spun off from a company called IDT in July 2013 (the "Spin Off"). Howard Jonas controls both Straight Path and IDT through supervoting stock, is IDT's Chairman, and has installed two sons as CEO of each respective company. Pursuant to their Separation and Distribution Agreement, IDT agreed to indemnify Straight Path for any liabilities related to events predating the Spin Off.

4. In January 2017, Straight Path entered into a consent decree (the "Consent Decree") with the Federal Communications Commission ("FCC") for pre-Spin Off fraudulent conduct. The Consent Decree effectively forced Straight Path to forfeit approximately 20% of its wireless licenses, pay a \$15 million fine, and sell itself to a third party and remit 20% of the sale proceeds as a fine to the FCC. Since 20% of the proceeds from a sale will be paid to the FCC, Straight Path's stockholders will necessarily receive inadequate consideration in return for

their equity in the Company, regardless of the value bidders place on the Company's assets.

5. Upon entry of the Consent Decree, the Straight Path board of directors (the "Board") started an auction process. With the auction triggering an active and incredibly successful bidding war, the scale of IDT's indemnification liability to Straight Path and its stockholders (the "Indemnification Claim") grew exponentially, quickly exceeding hundreds of millions of dollars. Both the Straight Path Board and Howard Jonas recognized this enormous and growing claim against IDT as the bidding escalated.

6. A Special Committee composed of the three independent members of the Straight Path Board (the "Special Committee") recognized that bidders were unlikely to pay for the Indemnification Claim, as they would be uninterested in suing the person they negotiated the deal with (and effectively unable to do so), and thus unwilling to pursue such a claim post-closing.

7. As a result, the Special Committee unanimously agreed that the Indemnification Claim should be preserved for the benefit of Straight Path's stockholders after any sale of the Company. Accordingly, the Special Committee took numerous steps towards creating a litigation trust that would have preserved the Indemnification Claim for the benefit of Straight Path's stockholders after a sale of the Company.

8. Straight Path CEO and Board member Davidi Jonas recognized that the Special Committee's efforts on behalf of Straight Path stockholders posed a serious threat to his family's interests. Straight Path's prosecution of the Indemnification Claim would have threatened to bankrupt IDT, which has a market capitalization of less than \$350 million, and likewise threatened the Jonas family's significant financial interest in IDT.

9. Accordingly, in breach of his fiduciary duties, Davidi Jonas, either directly or via Company deal counsel Weil Gotshal (defined below), tipped off his father as to the Special Committee's plans.

10. Howard Jonas then took matters into his own hands. Howard Jonas hijacked the sale process, personally threatening the members of the Special Committee and declaring that he would block any transaction that allowed the Indemnification Claim against IDT to be pursued post-closing. He demanded that the Company both release those claims and sell him Straight Path's intellectual property assets (the "IP Assets") for pennies on the dollar.

11. As a result of Howard Jonas's blatant extortion, the Board capitulated, signing a release of the Indemnification Claim for practically no value. Moreover, in the release agreement (the "Term Sheet"), the Board agreed to sell to Jonas's other company, IDT, the Company's IP Assets—which the Consent Decree itself

said were worth nearly \$50 million—for all of \$6 million. IDT then re-sold those assets to the Jonas family the very next day, at no mark-up.

12. Bidders were told they could buy all of the Company's stock but only receive its remaining licenses (after the massive forfeiture the government had already imposed) and receive neither the IP Assets nor the Indemnification Claim. In the end, Verizon emerged as the winning bidder, offering to pay about \$3.1 billion to Straight Path's stockholders and the FCC (the "Proposed Transaction"). Based on this sale price, the value of the Indemnification Claim against IDT, which the Board released for a pittance, easily exceeds \$500 million, and may be worth over \$1 billion.

13. Plaintiffs, the owners of over 340,000 Straight Path shares, worth greater than \$60 million and constituting approximately 2.9% of the Company's publicly-traded Class B shares, assert direct claims for breach of fiduciary duty against Howard Jonas and Davidi Jonas for the manner in which they manipulated the Straight Path sale process to effectively forgive IDT's liability, misappropriate the IP Assets, and render the consideration they will receive in the Proposed Transaction unfair. In the alternative, Plaintiffs seek a declaration rescinding the Term Sheet and providing Plaintiffs the ability (through an equitable trust or other proper relief) to recoup for the Company's stockholders: (i) the 20% of the Company's value being paid to the FCC for which IDT owes indemnity; (ii) the

value of the forfeited licenses, also covered by IDT's indemnity; (iii) the \$15 million FCC fine for which IDT owes indemnity; and (iv) the value of the IP Assets transferred to Howard Jonas on unfair terms.

PARTIES

I. PLAINTIFFS

14. Co-Lead Plaintiff JDS1, LLC ("JDS1") is an investment vehicle with a brokerage account holding Straight Path Class B Common stock. JDS1 owns 172,794 shares of Class B common stock worth greater than \$30 million. JDS1 is, and during the relevant time has been, a holder of Straight Path common stock.

15. Co-Lead Plaintiff The Arbitrage Fund is a New York Stock Exchange-listed mutual fund holding Straight Path Class B Common stock. The Arbitrage Fund owns 168,116 shares of Class B common stock worth greater than \$30 million. The Arbitrage Fund is, and during the relevant time, has been, a holder of Straight Path common stock.

II. DEFENDANTS

16. Nominal Defendant Straight Path is a Delaware company, with its principal headquarters located at 5300 Hickory Park Drive, Suite 218, Glen Allen, Virginia. Straight Path was previously a subsidiary of IDT Corporation, but became a standalone company following the Spin Off on July 31, 2013. Since the time of its inception, Straight Path has owned two subsidiaries: (1) Straight Path

Spectrum, Inc., which holds, leases, and markets fixed wireless spectrums in the United States, including holding 828 licenses of 39 gigahertz (“GHz”) band and 133 licenses in the local multipoint distribution service band through its wholly owned subsidiary Straight Path Spectrum, LCC; and (2) Straight Path IP Group, Inc., which owns an 84% interest in certain intellectual property relating to communications over the internet. Straight Path securities trade on the New York Stock Exchange (“NYSE”) under the ticker symbol “STRP.”

17. Defendant IDT Corporation (“IDT,” defined to include all subsidiaries thereof) is a telecom company founded and controlled by Howard Jonas. Defendant IDT is the former parent company of Straight Path. On July 31, 2013, IDT effectuated a pro rata tax-free spinoff of its subsidiary Straight Path to IDT stockholders, resulting in Howard Jonas having complete voting control over both IDT and Straight Path. Simultaneously, IDT entered into a Separation and Distribution Agreement with Straight Path whereby IDT agreed to indemnify Straight Path for any liabilities related to conduct predating the Spin Off.

18. Defendant Howard Jonas is the founder and Chairman of IDT Corporation. Howard Jonas is also the controlling stockholder of both IDT Corporation and Straight Path, owning over 70% of the voting power in both companies. Howard Jonas founded IDT in 1990 and has served as its Chairman ever since. He served as IDT’s CEO from December 1991 through July 2001 and

again from October 2009 through December 2013. Thus, Howard Jonas served as the CEO of IDT during the time of the fraudulent conduct that led to the FCC Consent Order.

19. IDT's Chief Executive Officer is now Howard's 35 year-old son, Shmuel Jonas, who signed the Term Sheet at issue herein on behalf of IDT. Shmuel has served as IDT's CEO since January 2014. From June 2010 through December 2013, he was IDT's COO.

20. Defendant Davidi Jonas, age 30, is the son of Howard Jonas. He has served as CEO, President, and Director of Straight Path since April 2013, prior to its spin-off from IDT. He has served as Straight Path's Chairman since August 1, 2013. Prior to being promoted to CEO by his father, Davidi Jonas served as the manager of Straight Path Spectrum since August 2012, and as Executive Vice President and director of Straight Path IP Group since November 2012, when each was a subsidiary of IDT. Davidi Jonas, along with his siblings, is also the beneficial holder of 2,873,035 shares of IDT Class B common stock, comprising greater than 10% of the company's outstanding equity.

21. Defendant The Patrick Henry Trust (the "Trust") is a trust established on July 31, 2013 and created to hold Howard Jonas's Class A Common Stock and Class B Common Stock in Straight Path. Howard Jonas is the beneficiary of the Trust and retains certain consent requirements. According to the Company's

Proxy Statements, Howard Jonas has the right to vote his Straight Path Common Stock when Straight Path seeks the vote of stockholders for the approval of any merger, consolidation or sale of all of Straight Path's assets, which includes the Proposed Transaction.

III. RELEVANT NON-PARTIES

22. Non-Party K. Chris Todd has been a director of Straight Path since July 31, 2013.

23. Non-Party William F. Weld has been a director of Straight Path since July 31, 2013.

24. Non-Party Fred S. Zeidman has been a director of Straight Path since July 31, 2013.

25. Together, Todd, Weld, and Zeidman comprised all of the members of the Special Committee.

26. Boies Schiller Flexner LLP ("Boies Schiller") is a law firm representing Howard Jonas, IDT, and the Patrick Henry Trust in this litigation despite the fact that it is currently representing nominal defendant Straight Path in an ongoing stockholder derivative litigation captioned *Hofer v. Jonas, et al.*, 2:16-cv-00541-JMV-MF (D.N.J.). Moreover, senior lawyers at Boies Schiller threatened the representatives of the Special Committee with legal action if they

even attempted to ensure that the terms of the Term Sheet were structured to appropriately protect Straight Path and its stockholders.

27. Weil, Gotshal & Manges LLP (“Weil Gotshal”) is a law firm representing Davidi Jonas. Moreover, it is purportedly representing nominal defendant Straight Path in this litigation and has made filings with the Court arguing in favor of Straight Path’s purported legal positions despite the fact that the Company’s Board has not authorized the Company to take any position in this litigation. As discussed below, the record suggests that Weil Gotshal served as a conduit of information to Davidi Jonas and Howard Jonas concerning the deliberations and plans of the Special Committee, which was adverse to the Jonases.

SUBSTANTIVE ALLEGATIONS

IV. BACKGROUND OF STRAIGHT PATH COMMUNICATIONS

A. Straight Path’s Business and Assets

28. Straight Path, incorporated in Delaware in July 2013, is a communications company holding two categories of assets with significant value: millimeter bandwidth licenses for 5G networks (the Spectrum Assets) and intellectual property (the IP Assets).

29. Through its subsidiary Straight Path Spectrum, Inc., Straight Path holds an extensive portfolio of 39 GHz and 28 GHz wireless spectrum licenses and

leases and markets fixed wireless spectrum. According to Company presentations, Straight Path is the largest holder of 39 GHz licenses in the United States, owning nearly 70% of all active licenses with coverage of 300 million U.S. residents. Prior to the FCC Consent Decree, Straight Path claimed to hold a total of 961 licenses—828 licenses of 39 GHz band and 133 licenses in the multipoint distribution service band.

30. Straight Path has long recognized that the industry’s increased demand for wireless data usage will drive-up the value of its 39 GHz wireless spectrum licenses. Telecom companies have for years viewed Straight Path’s licenses as necessary to meet the demand of cellphone users and to build out the next generation of wireless networks, known as 5G networks, that will provide users faster data speeds and more reliable service. Given the limited supply of fixed wireless spectrum, and Straight Path’s ownership of a majority of the licenses issued in the United States, industry participants have historically viewed the portfolio as essential to future expansion plans.

31. In addition to wireless spectrum, Straight Path also owns an 84.5% interest in Straight Path IP Group, Inc., which holds the IP Assets – a portfolio of intellectual property primarily related to communications over the internet. Straight Path presentations state that the Company holds an “[e]xtensive IP Portfolio that includes key patents and monetization potential.” For years, Straight

Path has spent enormous time and resources prosecuting its patent rights against communications companies who infringed upon a number of key patents. From July 2013 to February 2015, Straight Path generated \$18.25 million in net proceeds through its prosecution of these patent rights.

32. The value of Straight Path’s patents has only increased in recent years, as Straight Path has won a series of favorable rulings from the Patent Trial and Appeal Board of the U.S. Patent and Trademark Office (the “PTAB”) and the U.S. Court of Appeals for the Federal Circuit (the “Federal Circuit”), following years of administrative proceedings challenging the validity of certain of the Company’s patents. Notably, on March 4, 2016 and May 9, 2016, the PTAB issued final written decisions upholding the validity of three Straight Path patents in the face of challenges by major technology companies like Samsung, Cisco, Avaya, LG, Toshiba, Vizio, and Hulu—significantly increasing the likelihood that Straight Path will be able to force these companies to license its patents or otherwise pay damages for patent infringement.

33. The Federal Circuit affirmed those final PTAB decisions in June 2017, only further increasing the value of Straight Path’s IP Assets.

B. IDT Spins Off Straight Path And Agrees To Indemnify Straight Path For Any Pre-Spin Off Liability

34. Prior to July 31, 2013, Straight Path was a subsidiary of IDT. IDT is a telecom company founded by Howard Jonas in 1990. Howard Jonas exercised

complete control over IDT, acting as IDT's Chairman since its inception and as Chief Executive Officer from October 2009 until at least July 2013. In addition, Howard Jonas controlled (and continues to control) approximately 70% of IDT's voting stock.

35. Straight Path, as a subsidiary of IDT, originally housed IDT's Spectrum Assets and IP Assets. Through numerous transfers prior to July 2013, IDT transferred ownership rights of the Spectrum Assets and IP Assets to certain subsidiaries. During this time, IDT had complete control over the assets held by the Straight Path subsidiary. Howard Jonas acted as CEO of IDT and he used his power to appoint his son, Davidi Jonas, who had been serving as the manager of the Straight Path subsidiary, as Chief Executive Officer, President and Director of Straight Path in April 2013.

36. On July 31, 2013, IDT completed its tax-free Spin Off of the Company's common stock, through a pro rata distribution of Straight Path common stock to IDT stockholders of record. At the time of the Spin Off, IDT and Straight Path negotiated a Separation and Distribution Agreement that ensured IDT would remain liable for pre-Spin Off liabilities later affecting the new Straight Path entity.¹ In each of Straight Path's public filings since the Spin Off, which were

¹ Upon information and belief, the Separation and Distribution Agreement was negotiated by Howard Jonas, then-CEO of IDT, and Davidi Jonas, CEO of Straight Path. At the time of the Separation and Distribution Agreement, Howard Jonas

signed by Davidi Jonas and/or the Board, the Company explicitly states: “The Separation and Distribution Agreement includes, among other things, that IDT is obligated to reimburse [Straight Path] for the payment of any liabilities arising or related to the period prior to the Spin-Off.”² The Separation and Distribution Agreement made clear that IDT would fully indemnify Straight Path for any liabilities related to conduct predating the Spin Off related to the Spectrum Assets or other assets transferred to Straight Path, which includes liabilities related to IDT’s failure to comply with FCC regulations.

37. Following the pro rata issuance of Straight Path shares to IDT stockholders, Straight Path retained a dual-class structure identical to IDT’s, which consists of two classes of common equity securities: Class A Common Stock and Class B Common Stock. Although the two classes of shares have identical

served as CEO of IDT. The Separation and Distribution Agreement was signed by Davidi Jonas on behalf of Straight Path.

² This statement is found in all of Straight Path’s Annual Reports signed by each director. *See* Straight Path Form 10-K, filed on October 29, 2013 (signed by Davidi Jonas, Jonathan Rand, K. Chris Todd, William F. Weld, and Fred S. Zeidman); Straight Path Form 10-K, filed on October 14, 2014 (signed by Davidi Jonas, Jonathan Rand, K. Chris Todd, William F. Weld, and Fred S. Zeidman); Straight Path Form 10-K, filed on October 14, 2015 (signed by Davidi Jonas, Jonathan Rand, K. Chris Todd, William F. Weld, and Fred S. Zeidman); Straight Path Form 10-K, filed on October 13, 2016 (certified by Davidi Jonas and Jonathan Rand and approved by K. Chris Todd, William F. Weld, and Fred S. Zeidman); *see also* Straight Path Proxy Statement, filed on June 6, 2017 (incorporating by reference the Form 10-K, filed on October 13, 2016).

economic rights, the voting rights differ markedly. Class A Common Stock is entitled to three votes per share, whereas Class B Common Stock has one-tenth of one vote per share. The two classes vote together on all matters as required by law.

38. As of November 22, 2016, there were 787,163 shares of Class A Common Stock outstanding and 11,675,909 shares of Class B Common Stock outstanding. All of the shares of Class A Common Stock are beneficially held by Howard Jonas in trust—The Patrick Henry Trust (the “Trust”)—for his own benefit. Collectively, Howard Jonas’s stock ownership represents 71% of Straight Path’s outstanding voting power, but only 17.6% of the Company’s equity, permitting Howard Jonas to wield control over a company in which he has a relatively modest economic stake.

39. Given Howard Jonas’s voting power, the Company qualifies as a “controlled company” as that term is defined in Section 801(a) of the NYSE MKT Company guide, because more than 50% of the voting power of the Company is controlled by the Trust. Although Howard Jonas transferred his shares to the Trust in July 2013, he remains the beneficiary of the economic interest of the shares and continues to retain consent requirements. Specifically, Howard Jonas’s consent is needed to effectuate certain significant corporate matters requiring approval by the

Company's stockholders, including the approval of any merger, consolidation or sale of all of Straight Path's assets.

40. In sum, the Spin Off resulted in Howard Jonas retaining complete voting control over both IDT and Straight Path. The dual ownership of these companies created inherent conflicts of interest, especially in light of the Separation and Distribution Agreement's obligations imposed on IDT. However, the entire purpose of the indemnity was to give Straight Path a clean slate as it became a publicly traded entity.

V. THE SINCLAIR REPORT EXPOSES FRAUD PREDATING THE SPIN OFF THAT STRAIGHT PATH ULTIMATELY ADMITS

41. The Federal Communications Commission ("FCC") requires holders of licenses in the 39 GHz spectrum bands to file substantial service filings after each term of the spectrum license. While still a subsidiary of IDT, Straight Path was obligated to renew its 39 GHz band licenses following a ten-year license term. Failure to do so could have led to termination of the licenses. According to the Company's Schedule 14C, filed with the SEC on July 31, 2013, "[i]f [the Company were] unable to meet any current or future requirements for renewal of any of [its] licenses, they may be subject to termination."

42. On November 5, 2015, Sinclair Upton Research issued a report entitled, "Straight Path Communications Inc. (STRP): How to commit fraud

against the FCC and get away with it (until now)” (the “Sinclair Upton Report”). The Sinclair Upton Report alleged widespread fraud committed by IDT when it renewed its 39 GHz band licenses with the FCC in 2011 and 2012, prior to the Spin Off. Specifically, in early 2011 and again in 2012, IDT Spectrum, LLC, a subsidiary of IDT, owned 931 licenses in the 39 GHz spectrum that would expire and be terminated by June 1, 2012 unless IDT could show that it met the substantial service requirements of Section 101.17(a). If IDT did not meet those requirements, it would not have been able to keep those licenses until the next expiration date of October 18, 2020, which would have caused IDT to lose its investment in those licenses.

43. Under FCC renewal requirements for each license, IDT had to show that it actually constructed systems to either (1) broadcast 39 GHz signals with 4 point-to-point links per 1 million population within each county-sized Basic Economic Area (“BEA”) service area, or (2) under the point-to-multipoint safe harbor established for local multipoint distribution service (“LMDS”) provide coverage to 20 percent of the population of the license’s BEA service area. For each BEA, there are 14 licenses consisting of 100 MHz Channels between 38.6-40.0 GHz. However, leasing the sites for the systems, building the hardware, and operating the radio and antennas in all 173 BEAs across all 50 states would require a significant capital investment.

44. The Sinclair Upton Report explained how IDT, the transferor of Straight Path's 39 GHz licenses, had committed over 150 counts of fraud against the United States government during the time Howard Jonas was its CEO. Instead of spending the time, money, and resources to actually build out the required 39 GHz wireless sites in the 173 BEAs across the country, IDT filed construction/coverage substantial service Required Notifications that would pass the FCC renewal process with nothing but a word processor.

45. According to the Sinclair Upton Report, almost none of the 39 GHz systems that IDT claimed to be "constructed", as required for their 39 GHz license renewals in 2011 and 2012, were in place at the time of the report. In fact, the Sinclair Upton Report provided detailed photos from Google Maps showing that the locations in IDT's FCC renewal applications contained no sign of any equipment necessary to meet the FCC regulatory requirements.

46. The Sinclair Upton Report urged the FCC and regulatory authorities "to immediately open an investigation into the license renewal process of Straight Path's 39 GHz licenses and ask Straight Path for proof that the Required Constructions were met for all of the systems claimed to be built in the 173 [BEAs]."

47. Following the release of the Sinclair Upton Report, the Company hired Morgan, Lewis & Bockius LLP to conduct an independent investigation.

The investigation ultimately concluded that the allegations were accurate to the extent they identified that the Company did not meet the substantial service requirements in FCC regulations.

48. This constituted a significant admission of wrongdoing. As a result of the internal investigation, the Company had identified significant misconduct predating the Spin Off that triggered a potential indemnification claim against IDT in the event the FCC determined to take action. That is precisely what happened.

VI. THE FCC IMPOSES SIGNIFICANT PENALTIES ON STRAIGHT PATH FOR PRE-SPIN OFF CONDUCT, FORCING A SALE OF THE COMPANY AND CREATING ENORMOUS POTENTIAL LIABILITY FOR IDT AND HOWARD JONAS

49. Following the issuance of the Sinclair Upton Report, the FCC opened an investigation into whether Straight Path had violated its legal duty to actually provide service through its licenses in 28 GHz and 39 GHz spectrum bands rather than hoard spectrum for the sake of speculation.

50. On September 20, 2016, IDT also received a letter of inquiry from the Enforcement Bureau of the FCC requesting certain information and materials related to the investigation. Almost immediately thereafter, IDT disclosed in its Form 10-K, filed on October 14, 2016, that as a result of the FCC's investigation into Straight Path, IDT *“could be the subject of a claim from Straight Path related to that liability [i.e., any fines or regulatory penalties or civil liability*

related to activities during the period of IDT's ownership of the spectrum licenses.]”

51. This potential liability was in addition to the payments IDT already made to Straight Path under the Separation and Distribution Agreement for purposes of indemnification.

52. On January 11, 2017, Straight Path entered into the Consent Decree with the FCC, which imposed significant regulatory punishments on the Company. To resolve the investigation, Straight Path agreed to surrender a significant number of licenses and pay a substantial fine to the FCC.

53. *First*, Straight Path agreed to forfeit 196 spectrum licenses, representing nearly 20% of its total spectrum license portfolio.

54. *Second*, Straight Path was required to submit an application for the sale of its remaining spectrum licenses within one year of the entry of the Consent Decree and to pay 20% of the proceeds of that sale to the FCC. Since the vast majority of the Company's remaining assets (other than the Indemnification Claim), consisted of these remaining spectrum licenses, this provision effectively required the Company to sell itself in its entirety.³

³ Because the Company also held other assets, consisting primarily of intellectual property assets, for purposes of the FCC Consent Decree, the Company and the FCC agreed to value all other assets, which primarily consist of the IP Assets, at \$50 million. In the event the Company completed a sale of the entire Company, for purposes of calculating the 20% fine imposed by the FCC, the sale price would

55. *Third*, Straight Path agreed to pay a \$100 million civil fine, with the first \$15 million due in installments over a nine-month period.⁴ For the remaining \$85 million of the civil fine, Straight Path was given three options: (1) sell its spectrum portfolio to a third-party within 12 months of the FCC Consent Order and pay 20% of the sale proceeds to the FCC (in which instance Straight Path would not be required to pay the \$85 million); (2) not sell its remaining spectrum licenses within one year, pay the \$85 million to the FCC, and risk having the FCC take further action against the Company including seeking to cancel those remaining

be reduced by \$50 million to account for the intellectual property portfolio because the Consent Decree does not require the Company to remit any portion of the proceeds from the sale of the IP Assets to the FCC. Thus, unless the Jonas family lied yet again to the FCC, this time by overstating the value of the IP Assets, the \$50 million valuation is genuine and relied upon by the regulators for purposes of crafting its Consent Order.

⁴ The Company had difficulty paying even the \$15 million fine by independent means as it had less than \$10 million in total assets on its balance sheet as of January 31, 2017 according to the Form 10-Q it filed on March 10, 2017. Instead, to pay the \$15 million fine, Straight Path was forced to take a loan on exceptionally lender-friendly terms. Those terms included granting the lender 252,000 warrants to purchase Straight Path Class B stock at a per share price of \$34.70, which was \$9.20 lower than the most recent acquisition offer from AT&T. These terms were so lender-friendly, market participants and the lenders themselves acknowledged the lenders were not taking any risk on the loan due to the warrants they received as well as a lien on the Company's Spectrum Assets. A managing director at Ingalls & Snyder, an investment firm and Straight Path stockholder, stated that the loan "was kind of no downside, all upside" for the lenders. Robert Clutterbuck of Clutterbuck Capital Management, which led the financing, noted that "the lack of downside risk was compelling" and Brian Hopkins, co-director of The Ancora Group's hedge fund, which participated in the financing, stated "[t]his was a pretty exceptional opportunity in that when you get something this sage, typically you don't have nearly this kind of upside."

spectrum licenses for no consideration; or (3) not sell its remaining spectrum licenses within one year, forgo paying the \$85 million, and voluntarily forfeit all of its remaining spectrum licenses to the FCC.

56. In an FCC press release, Travis LeBlanc, Chief of the FCC's Enforcement Bureau, stated that “[s]quatting on spectrum licenses without any meaningful effort to put them to good use in a timely manner is fundamentally inconsistent with the public good.” The FCC press release also confirmed the allegations in the Sinclair Upton Report:

In November 2015, a pseudonymous source (“Sinclair Upton”) published a report alleging that Straight Path obtained renewal of its 39 GHz band licenses from the FCC by submitting filings incorrectly claiming that they had constructed systems that in fact were never built. The FCC requires license holders to use this licensed spectrum and verify that use in “substantial service” filings to the Commission. In July 2016, an internal investigation by Straight Path concluded that equipment had been deployed only for a short period of time at the original transmitter locations, and that no equipment was present at the time of this investigation at the majority of the relevant locations.

57. Given the findings in the Consent Decree, and the statements in the FCC press release, it is clear that the Company faced significant regulatory action relating to pre-Spin Off conduct carried out by IDT. Since the renewal happened before the Spin Off, the conduct giving rise to the fines and penalties necessarily preceded the Spin Off, and were thus subject to the indemnification obligation.

58. Any fiduciary acting in good faith would have sought to recover the maximum amount of money from IDT pursuant to the Separation and Distribution Agreement. Indeed, IDT itself had once again recognized the potential, material liability it faced as a result of the Consent Decree. For example, in the company's Form 10-Q for the quarterly period ended January 31, 2017, IDT disclosed that "the Company could be the subject of a claim from Straight Path for indemnification related to its liability related to the consent decree."

59. As discussed below, although the independent members of the Board initially took steps to act in the best interests of the Company by asserting its rights against IDT, Howard Jonas ultimately abused his control over Straight Path, coerced the Board into forgoing the valuable Indemnification Claim, and secured a settlement that avoided IDT having to pay a massive liability to Straight Path.

VII. STRAIGHT PATH STRUCTURES A SALE OF THE COMPANY THAT EXCLUDES THE VALUABLE INDEMNIFICATION CLAIM ASSET

60. Given the significance of the Sinclair Upton Report, a sale of Straight Path became inevitable. Even prior to its entry into the Consent Decree, Straight Path began exploring a potential sale of either the entire Company or just its Spectrum Assets. To that end, Straight Path had discussions with four interested parties, including AT&T, during the summer of 2016.

61. By the end of September 2016, AT&T submitted a term sheet to acquire the entire Company for \$400 million, or \$32.32 per share, and indicated a willingness to close a deal quickly at an enterprise value of up to \$499 million. Davidi Jonas retained Evercore as the Company's financial advisor. The Proxy Statement issued in connection with the Proposed Transaction gives no indication that the Board approved the retention of any financial advisor, let alone specifically Evercore, or that Davidi Jonas informed the Board of his conversations with AT&T at that time.

62. After AT&T raised its offer to \$550 million, or \$43.90 per share, in November 2016, the Board held a meeting to discuss AT&T's interest and decided to wait to enter sale negotiations until it was able to resolve and get certainty on the outcome of the FCC's inquiry.

63. Once the Company entered into the Consent Decree on January 11, 2017, it had no choice but to sell itself. Moreover, the terms of the Consent Decree, which require 20% of the sale proceeds to be paid to the FCC, necessarily renders the price stockholders will receive in any sale unfair unless they are also appropriately compensated for the value of the Indemnification Claim.

64. Following the entry into the Consent Decree, the Board told Evercore the Company only had three potential options: (i) agree to sell the Company's remaining spectrum licenses within one year; (ii) not sell the spectrum licenses

within one year and pay \$85 million (and risk having the FCC take further action including terminating the licenses for no consideration); and (iii) not sell the spectrum licenses and agree to wholly forfeit them. Since option (i) was the only option that guaranteed the Company's stockholders would receive any consideration in return for its remaining spectrum licenses, the Board told Evercore that it determined options (ii) and (iii) were "not viable alternatives for maximizing value," and thus the Company should launch a competitive sale process.

65. Since the Company's only viable option to maximize value was a sale, the Board had Evercore contact twenty potential bidders, including AT&T and Verizon. Based on the contentious bidding war that followed, it is clear that numerous parties recognized the enormous value of the Company's Spectrum Assets and were willing to pay a hefty premium to acquire them.

66. Critically, at the beginning of the sale process, Straight Path instructed all interested bidders that in calculating their bids, they should factor in the penalty the successful bidder would have to pay to the FCC—equal to 20% of the purchase price paid to stockholders. Therefore, each bidder necessarily offered to pay Straight Path's stockholders less than they would have if the Company's spectrum licenses were unencumbered.

VIII. HOWARD JONAS EXERTS CONTROL OVER THE SALE PROCESS, EXTORTING THE BOARD IN ORDER TO BENEFIT THE JONAS FAMILY

67. Howard Jonas realized that, unless he intervened, the growing Indemnification Claim against him and IDT related to the pre-Spin Off regulatory fraud could still be asserted post-closing. Moreover, he realized that most potential bidders would be interested in acquiring only the Company's Spectrum Assets, thus providing him an opportunity to acquire the Company's IP Assets at a fire sale price. Following the Board's decision to launch a sale process, Howard Jonas moved quickly to undermine the Indemnification Claim (and the opportunity for stockholders to receive appropriate value for it) and secure the Company's IP Assets for himself.

A. Howard Jonas Acts to Secure an Enormous Side Payment for Himself and IDT in the Eventual Sale of Straight Path

68. At the time the Company decided to sell itself, Howard Jonas, as well as the Board, knew potential bidders were primarily, if not exclusively, interested in the Company's Spectrum Assets, and not the Company's IP Assets. As such, the Proxy Statement indicates that Howard Jonas moved quickly to attempt to acquire those assets for himself.

69. On February 6, 2017, one week after the Board authorized Straight Path to contact potential bidders, the Board formed a special committee (the "Special Committee"), consisting of all of the directors other than Davidi Jonas, to

explore options to divest the IP Assets. The mere creation of the Special Committee indicates that the Jonas family or IDT must have expressed a desire to acquire the IP Assets because there would have been no need to form a Special Committee that only excluded Davidi Jonas if the intent was to sell these IP Assets to a third-party.

70. More importantly, since 20% of the value of the Company's Spectrum Assets would go to the FCC rather than the stockholders, the Board realized that Straight Path's Indemnification Claim could be very valuable. As bidders offered higher prices to acquire the Company, the value of the Indemnification Claim would grow proportionally.

71. Given the enormous (and growing) value of the Indemnification Claim, the Special Committee wanted to ensure Straight Path's stockholders would be appropriately compensated for it. After meeting to discuss the claim on February 14, the Special Committee unanimously agreed that they wanted to preserve the Indemnification Claim for the benefit of Straight Path's stockholders and to pursue the claim against IDT so that Straight Path's stockholders would receive fair value for *all* of Straight Path's assets.

72. On February 28, 2017, the Special Committee's attorneys from Shearman & Sterling LLP ("Shearman") informed the Company's attorneys from Weil Gotshal that the Special Committee intended to preserve the Indemnification

Claim for the benefit of Straight Path's stockholders and, accordingly, was considering only selling Straight Path's Spectrum Assets to a third party or, alternatively, assigning the Indemnification Claim to a litigation trust. Either option would have preserved the value of the Indemnification Claim for Straight Path's stockholders and would have allowed the claim to be asserted against IDT, which Howard Jonas would continue to control, post-closing. The Special Committee's desire to take such unusual and drastic steps to preserve the claim illustrates the large value the Special Committee's members ascribed to the claim.

73. On March 8, 2017, the Special Committee held a meeting, also attended by the Company's general counsel and attorneys from Weil Gotshal, at which the members of the committee expressed their concerns that the potential bidders for Straight Path would not be interested in vigorously pursuing the Indemnification Claim, and as such would not ascribe appropriate value to the claim when making bids to acquire the Company. Therefore, the Special Committee again discussed the feasibility of separating the claim from the sale of the Company, which would allow Straight Path's stockholders to receive appropriate value for it.

74. Around this time, the Special Committee instructed its lawyers to begin planning for the establishment of a litigation trust that could pursue the

Indemnification Claim for the benefit of Straight Path's stockholders after a sale of the Company.

75. At a March 13, 2017 meeting of the Special Committee, also attended by Evercore, the Company's general counsel, and the Company's attorneys from Weil, the Special Committee unanimously determined that it was in the best interests of Straight Path and its stockholders to exclude the Indemnification Claim from any sale of Straight Path and that potential bidders be so informed in the Company's second-round bid instruction letter. The next day, March 14, 2017, the full Board—including Davidi Jonas—directed Evercore to send out the letter.

76. Davidi Jonas likely first learned of the Special Committee's interest in preserving the Indemnification Claim no later than February 28, 2017, when Shearman conveyed that interest to Weil Gotshal, which represents Davidi Jonas in this litigation.

77. He likely learned that the Special Committee had definitively determined to exclude the Indemnification Claim from any sale of Straight Path shortly after the Special Committee's March 13, 2017 meeting, which was attended by the Company's general counsel and Weil Gotshal. In all events, Davidi Jonas knew of this fact no later than March 14, 2017, when the Board authorized Evercore's transmission of the second-round bid letter.

78. Davidi Jonas recognized that the Special Committee's efforts to preserve the Indemnification Claim for the benefit of Straight Path stockholders posed a serious threat to his own personal interests, as well as those of his family. Straight Path's prosecution of the Indemnification Claim would have threatened to bankrupt IDT, of which his brother Shmuel is CEO and his father Howard is Chairman and Controlling Stockholder. Davidi Jonas and his siblings also beneficially own 2,964,787 shares of IDT Class B common stock, comprising greater than 10% of the company's outstanding equity.

79. The only reasonable inference is that Davidi Jonas tipped off his father as to the Special Committee's plans. This inference is further strengthened by the fact that despite not being on the Board and not having any other specific access to confidential Straight Path sale process information and Board deliberations, Howard Jonas immediately moved to intervene in the Company's sale process beginning on March 14, 2017—either the day of, or day after, Davidi Jonas learned that the Special Committee had conclusively determined to exclude the Indemnification Claim from any sale of the company.

80. As Straight Path's controlling stockholder, Howard Jonas knew he had maximum leverage, which he could use to further his own personal interests at the expense of Straight Path's public stockholders. Although the Consent Decree required a sale of the Spectrum Assets, as controlling stockholder, Howard Jonas

knew no deal could proceed without his consent. As a result, he improperly used this leverage to secure the equivalent of an enormous side payment from Straight Path's eventual acquirer that would not be shared with public stockholders.

81. Allowing the Indemnification Claim to survive and be prosecuted post-closing was unacceptable to Howard Jonas. By the time the Special Committee told bidders that the claim would not travel with the Company, the highest bidder, Verizon, had said it was prepared to offer up to \$750 million to acquire Straight Path, which would make the portion of Indemnification Claim attributable to the 20% penalty alone worth up to \$125 million.⁵

82. Howard Jonas feared that IDT, and in turn he himself, would be held accountable for this amount. IDT's total market capitalization is less than \$350 million. As a result, Straight Path's prosecution of the Indemnification Claim could force IDT into bankruptcy.

83. To prevent such an outcome, Howard Jonas immediately took steps to take control of the Company's sale process. On March 14 and 15, the two days following the Special Committee's decision, Howard Jonas personally contacted

⁵ This was calculated by assuming the Company's stockholders would receive \$625 million under this offer and then Verizon would pay \$125 million to the FCC as \$125 million is 20% of the consideration paid for the Spectrum Assets. The calculation is done in this manner because, as noted in ¶53 above, the bidders had been told to factor in the requirement that the winning bidder pay the 20% FCC fine into their total offers.

each member of the Special Committee, aggressively threatening to blow up the Company's sale process if the Special Committee stayed the course in preserving the Indemnification Claim. During or around the time of these calls, Howard Jonas personally threatened the Special Committee members in order to coerce them into agreeing to eliminate the Indemnification Claim for nominal consideration.

84. Furthermore, on March 15, through his representative, Howard Jonas told the Special Committee that he wanted to discuss a potential acquisition of the IP Assets as part of a settlement of the Indemnification Claim. On March 20, Howard Jonas's attorneys informed the Special Committee's attorneys that he would not support any sale of Straight Path that would allow the Indemnification Claim to be pursued against IDT post-closing. In other words, Jonas stated that he would withhold his consent to any deal unless he was effectively bribed by an amount equivalent to over 20% of the value of Straight Path.

85. This left the Special Committee with a Hobson's Choice. If it resisted Howard Jonas and allowed the Company to remain a standalone entity, Straight Path's stockholders would be denied a massive premium over the recent trading price of their shares and would likely see the value of their investment driven to zero after the FCC took further action. If it pursued the deal and acceded to Jonas's thuggish threats, the only way for Straight Path investors to be compensated for

their lost rights would be through pursuing stockholder litigation. The Committee took the latter path, and this litigation followed.

B. The Special Committee Caves to the Demands of Howard Jonas to Extract Valuable Assets from Straight Path to the Detriment of Its Stockholders

86. Howard Jonas, the Special Committee, and their advisors met on March 29 to discuss the Indemnification Claim and the sale of the IP Assets. At that meeting, recognizing it had no leverage, the Special Committee agreed in principle to enter into the Term Sheet whereby Straight Path agreed to settle its Indemnification Claim against IDT and sell IDT the Company's IP Assets. On April 2, 2017, bidders for Straight Path were told that Straight Path had reached an agreement in principle regarding the Indemnification Claim and sale of the IP Assets.

87. The initial Term Sheet was signed on April 6, 2017. By its plain language, the April 6 Term Sheet was not binding. However, the next day, with the bidding reaching higher proportions and the payment set forth in the April 6 Term Sheet being self-evidently absurdly low, Howard Jonas's attorneys insisted that the Term Sheet be amended to make it binding. An amended term sheet was signed on April 9, 2017, the same day as the initial merger agreement between Straight Path and AT&T.

88. In the Term Sheet, Straight Path agreed to: (i) sell the IP Assets to IDT for \$6 million; and (ii) settle and release its Indemnification Claim against IDT for \$10 million plus a portion of the proceeds from certain specified uses of the IP Assets. Immediately thereafter, on April 10, 2017, IDT turned around and sold the IP Assets directly to Jonas for the same \$6 million price.

89. Each prong of the Term Sheet provided Straight Path stockholders with shockingly low consideration compared to the value of the assets IDT was acquiring.

90. *First*, the Consent Decree specifically ascribes a value of \$50 million to Straight Path's "Non-License Portfolio Assets," the vast majority of which being the IP Assets, and the Company has reported \$18.25 million in total licensing revenue between the time of the Spin Off and November 2015. Moreover, there is no indication in the public record that the \$6 million purchase price for the IP Assets was formulated through a competitive and fair bidding process. Thus, Straight Path's controlling stockholder abused his control position to acquire these assets for no more than 12% of their value.

91. *Second*, the value of the Indemnification Claim, which is directly tied to the value of the merger consideration in a sale of the Company, is exponentially higher than \$10 million. At the time of the agreement in principle between the Special Committee and Howard Jonas, the highest offer on the table was \$800

million and expected to grow.⁶ Based on that enterprise value, the portion of the Indemnification Claim relating to the 20% penalty would alone be worth nearly \$135 million. This does not even include any value for the nearly 200 licenses Straight Path forfeited, the \$15 million fine it paid under the Consent Decree, or the favorable terms offered to lenders to cover the fine.

92. Unsurprisingly, since the agreement in principle came in the middle of a heated bidding war, the value of the deal quickly increased as the bidding continued. By the time Howard Jonas insisted that the Term Sheet be made binding, the highest offer on the table valued Straight Path at \$1.4 billion, thus valuing the 20% penalty portion of the Indemnification Claim at nearly \$235 million.

93. The Special Committee recognized that the April 6 Term Sheet would give away the Indemnification Claim for a song and that \$10 million did not ascribe adequate value to the claim given the increased value of the offers to acquire Straight Path. Thus, before agreeing to amend the term sheet to make it binding, it attempted to extract more consideration for Howard Jonas. In response to an overture from the Special Committee's counsel at Shearman, Jonas's

⁶ Although the highest bid at the time was \$800 million, the Company was in the middle of a heated bidding war. Specifically, the Company had requested third round bid letters from potential acquirors. Thus, Howard Jonas knew that forcing a settlement of the indemnification claim as soon as possible would artificially limit the perceived liability, but that any delay could ultimately make a settlement on terms favorable to Jonas nearly impossible.

attorneys from Boies Schiller emphatically rejected the possibility of any additional consideration and threatened litigation against both Shearman and the Special Committee members personally if the Special Committee tried to renegotiate the Term Sheet.

94. Ultimately, the Special Committee had no choice but to cave to Jonas's demands and his abuse of his control if it wanted stockholders to receive at least some consideration, albeit an unfair amount, for their shares. The Special Committee only agreed to the Term Sheet because Howard Jonas threatened to withhold his required consent to the Proposed Transaction if he was not allowed to steal over 20% of the value of the Company for himself.

IX. VERIZON BEATS AT&T IN A BIDDING WAR TO ACQUIRE STRAIGHT PATH

95. While Howard Jonas was abusing his control over Straight Path to secure lucrative side benefits for himself and IDT, third parties were engaged in a heated bidding war that illustrates the enormous value of the Spectrum Assets. At the time Straight Path and IDT agreed to the amended Term Sheet, Verizon and AT&T remained in the process and continued to trade ever-increasing bids.

96. On April 9, 2017, AT&T agreed to increase its offer to \$1.6 billion, or \$95.63 in AT&T stock. However, AT&T stipulated that its offer would expire that very evening if the Board did not accept it. The Board decided to take AT&T's offer, and the two parties signed a Merger Agreement. Moreover, since he was

able to secure his lucrative side deal through the Term Sheet, Howard Jonas signed a voting agreement committing to vote his controlling block of shares in favor of the deal with certain limited exceptions.

97. The Proxy Statement indicates that one key reason the Board decided to accept the AT&T offer at this time was the fact that the merger agreement allowed it to accept a superior offer should Verizon decide to make one. Four days after the AT&T deal was signed, Verizon sent a letter to Straight Path stating it was evaluating a more favorable topping bid. That launched a further bidding war between AT&T and Verizon that culminated in a Verizon victory. The Board, therefore, knew that the Indemnification Claim was certain to balloon in value.

98. On May 11, 2017, Verizon and Straight Path entered into the current operative merger agreement,⁷ whereby Verizon can acquire Straight Path for a total enterprise value of \$3.1 billion, or \$184 in Verizon stock.⁸ The Verizon deal also included a voting agreement where Howard Jonas committed to vote his shares in favor of the transaction, thus making the stockholder vote a *fait accompli*.⁹

⁷ The merger agreement itself acknowledges the existence of, and attaches as an exhibit, the Term Sheet.

⁸ Howard Jonas's control over the Company's sale process is also exhibited by the fact that the Company and interested bidders were contemplating cash-based acquisitions until Jonas insisted on receiving stock as consideration.

⁹ Straight Path's stockholders voted to approve the Proposed Transaction on August 2, 2017.

99. At this valuation, the value of solely the portion of the Indemnification Claim relating to the 20% penalty is alone worth over \$515 million—clearly a material amount. This does not include the \$15 million fine the Company paid the FCC or the favorable terms offered to lenders to pay that fine, nor does it include the value of the nearly 200 licenses the Company was forced to forfeit without consideration, or any of the associated costs with the foregoing.

100. Due to Howard Jonas's insistence that the Indemnification Claim not travel with Straight Path's other assets to Verizon, Verizon necessarily ascribed no value to this claim beyond the meager and grossly unfair \$10 million IDT paid to secure its release and Straight Path's stockholders will receive an unfair amount in the Proposed Transaction in return for their shares.

101. Thus, Howard Jonas used and abused his control over Straight Path, and the exigency of the Company's sale process, to force the Company to trade away its enormously valuable Indemnification Claim for well less than 2% of its face value, unfairly depressing the consideration Straight Path stockholders received in the Proposed Transaction, and foreclosing Straight Path's public stockholders' ability to realize value for the Indemnification Claim post-closing, through a litigation trust or otherwise.

CLASS ACTION ALLEGATIONS

102. Plaintiffs bring this action as a class action pursuant to Court of the Chancery Rule 23, on behalf of itself and all stockholders of Straight Path Class B Common Stock who have been or will be harmed as a result of the conduct described herein and their successors in interest (the “Class”). Excluded from the Class are the named Defendants and any person, firm, trust, corporation or other entity related to or affiliated with any of the Defendants and their successors in interest.

103. This action is properly maintainable as a class action.

104. A class action is superior to other available methods of fair and efficient adjudication of this controversy.

105. The Class is so numerous that joinder of all members is impracticable. As of November 22, 2016, 11,675,909 shares of Class B Common Stock were outstanding. Consequently, the number of Class members is believed to be in the hundreds or thousands and, likely, spread across the world.

106. There are questions of law and fact that are common to the Class members and that predominate over any questions affecting only individuals, including by not limited to:

- (a) Whether Howard Jonas breached his fiduciary duties of loyalty and care by, *inter alia*, abusing his control over

Straight Path to cause the Company to enter the Term Sheet, squander the Indemnification Claim and fail to secure fair value for the IP Assets;

- (b) Whether Davidi Jonas breached his fiduciary duties of loyalty and care by, *inter alia*, abusing his position as an officer and director of Straight Path to advance his and his families' interests over the interests of the Company and its stockholders by facilitating his father's intervention in the Company's sale process;
- (c) Whether IDT aided and abetted the breaches of fiduciary duty outlined above;
- (d) Whether the Verizon Transaction is self-dealing such that the entire fairness standard applies; and
- (e) Whether the Class is entitled to injunctive relief and/or damages.

107. Plaintiffs' claims and defenses are typical claims and defenses of other Class members and Plaintiffs have no motives that are against the interests of all Class members. Plaintiffs will fairly and adequately protect the interests of the Class.

108. Plaintiffs are committed to prosecuting this action, and have retained competent counsel experienced in litigation of this nature.

109. Defendants have acted in a manner that adversely affects Plaintiffs and all Class members alike, making appropriate injunctive relief and/or corresponding declaratory relief with respect to the Class as a whole.

110. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for the Defendants; or adjudications with respect to individual members of the Class, as a practical matter, be dispositive of the interests of the other members or severely impair or impede their ability to protect their interests.

PROPHYLACTIC DEMAND EXCUSAL ALLEGATIONS

111. Plaintiffs repeat and reallege each and every allegation above as if set forth fully herein.

112. As an initial matter, Plaintiffs are entitled to pursue all of their claims as direct claims, including after the closing of the Verizon Transaction.

113. However, solely in the event the Court disagrees and rules that Plaintiffs that Plaintiffs' claims are derivative, Plaintiffs alternatively bring this action derivatively in the right and for the benefit of Straight Path to redress the

breaches of fiduciary duty and other violations of law by the Defendants, as alleged herein.

114. Plaintiffs have owned shares of Straight Path common stock continuously during a time when Davidi Jonas and Howard Jonas have breached their fiduciary duties to the Company and continues to hold shares of Straight Path Class B Common Stock.

115. Plaintiffs will adequately and fairly represent the interests of Straight Path and its stockholders in enforcing and prosecuting the Company's rights, and Plaintiffs have retained counsel experienced in prosecuting this type of derivative action.

116. Plaintiffs have not made a pre-suit demand on the Board to assert the claims set forth herein against the Defendants. Demand is excused because a majority of Straight Path's directors have indicated that they believe this litigation should go forward. At a July 24, 2017 hearing before the Court, counsel for William F. Weld, K. Chris Todd, and Fred S. Zeidman—who were the members of the Special Committee, and comprise a majority of the Board—represented to the Court that:

[T]he three independents on [the] four member board – do not intend to authorize the company to bring a motion to dismiss the current pleading based on [Court of Chancery Rule] 23.1. Our clients view it as their duty to the company and the public stockholders, in the context of this controller transaction, not to stand in the way of the Court's consideration of any claim that could ultimately benefit the company and all stockholders[.]

7/24/17 Hearing on Plaintiff JDS1's Motion to Expedite, Tr. at 15:17–16:10.

117. Counsel added that “our position is that it’s proper that . . . the Court should have the opportunity to decide the ultimate merits of any such claim.” *Id.*

118. The fourth member of the Board is Defendant Davidi Jonas. Davidi Jonas is incapable of disinterestedly and independently considering a demand because he faces a substantial likelihood of liability in connection with this Action and is the son of Howard Jonas, the brother of IDT CEO Shmuel Jonas, and, along with his siblings, is the beneficial holder of millions of shares of IDT common stock.

119. For at least these reasons, pre-suit demand is excused.

CAUSES OF ACTION

COUNT I

Breach of Fiduciary Duty

(Against Defendant Howard Jonas and the Trust in Their Capacity as Controlling Stockholder)

120. Plaintiffs repeat and reallege each and every allegation above as if set forth fully herein.

121. Defendant Howard Jonas, through the Trust, is the controlling stockholder of Straight Path and, as such, owes the Company and its stockholders the highest duties of care, loyalty, good faith, and candor.

122. Howard Jonas consciously breached his fiduciary duties by using his influence on the Company as controlling stockholder to extract from the Company's sale process unique benefits for himself, to the detriment of the Company and its minority stockholders.

123. As a proximate result of Howard Jonas's conscious breaches of his fiduciary duties, Straight Path stockholders, including Plaintiff and the Class, have sustained significant monetary damages and will receive unfair consideration in the Proposed Transaction.

124. As a result of the misconduct alleged herein, Howard Jonas is liable to the Company, Plaintiff, and the Class.

COUNT II
Breach of Fiduciary Duty
(Against Davidi Jonas in his Capacity as a Director and Executive Officer)

125. Plaintiffs repeat and reallege each and every allegation above as if set forth fully herein.

126. As CEO and a director of Straight Path, Davidi Jonas owed the Company and its stockholders the highest duties of care, loyalty, good faith, and candor.

127. Davidi Jonas consciously breached his fiduciary duties by acting to advance his and his family's interests above those of the Company and its stockholders in connection with the Company's sale process.

128. As a direct and proximate result of Davidi Jonas' conscious failure to act in accord with his fiduciary duties, Straight Path stockholders, including Plaintiffs and the Class, have sustained significant monetary damages and will receive unfair consideration in the Proposed Transaction.

129. As a result of the misconduct alleged herein, the Davidi Jonas is liable to the Company, Plaintiffs, and the Class.

COUNT III

Aiding and Abetting the Breaches of Fiduciary Duty (Against IDT)

130. Plaintiffs repeat and reallege each and every allegation above as if set forth fully herein.

131. IDT aided and abetted Davidi Jonas's fiduciary breaches and Howard Jonas's fiduciary breaches by knowingly participating in those breaches.

132. IDT is a party to the Term Sheet and participated in the negotiations that resulted in that invalid agreement that causes Straight Path's stockholders to receive unfair consideration in the Proposed Transaction. IDT was aware of Howard Jonas's duties to Straight Path and nonetheless knowingly assisted his fiduciary breaches by allowing him to favor his own interests and those of IDT over the interests of the Straight Path and its minority stockholders, including Plaintiff and the Class.

133. As a result of the misconduct alleged herein, Defendant IDT is liable to the Company, Plaintiffs, and the Class.

COUNT IV

Claim for Declaratory Judgment and Imposition of a Constructive Trust (Against Davidi Jonas, Howard Jonas, and IDT)

134. Plaintiffs repeat and reallege each and every allegation above as if set forth fully herein.

135. In the alternative, if the Court finds that the claims alleged herein are properly maintained as derivative claims, Plaintiffs, derivatively and on behalf of Straight Path, seek an expedited declaratory judgment prior to the closing of the Verizon Transaction that Davidi Jonas and Howard Jonas breached their fiduciary duties by entering into an invalid Term Sheet as alleged above.

136. Under the Delaware Declaratory Judgment Act, Delaware courts “have power to declare rights, status and other legal relations, whether or not further relief is or could be claimed.” 10 *Del. C.* § 6501. According to the Act, “[a] person ... whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations

thereunder.” *Id.* § 6502. The power of Delaware courts to grant declaratory relief is to “be liberally construed and administered.” *Id.* § 6512.

137. The Term Sheet is invalid due to Davidi Jonas’s and Howard Jonas’s breaches of fiduciary duty described above, and it lacks the protections of Section 144 of the Delaware General Corporation Law.

138. The Term Sheet has the present effect of diminishing the value of the consideration received in the sale transaction, rendering that transaction unfair to Straight Path stockholders. Howard Jonas and Davidi Jonas breached their fiduciary duties by entering into the Term Sheet. If the Term Sheet is permitted to remain valid, and the Court determines that all claims asserted herein are derivative, the Company and its stockholders will have no ability to recover the claims and assets transferred or settled, because the Indemnification Claim against IDT will already have been released and the stockholders will lose standing to pursue any claims relating to the transfer of the Company’s IP Assets. Moreover, Verizon does not accede to any of these claims because it did not pay value for them, and therefore has no right to assert them under the equitable principles embodied in *Bangor Punta Operations, Inc. v. Bangor & Aroostook Railroad Co.*, 417 U.S. 703 (1974).

139. As such, should the Court find the claims asserted herein are derivative and determine that the Term Sheet is invalid, it should impose a

constructive trust, covering the Indemnification Claim and the IP Assets, for the benefit of Straight Path's stockholders. Moreover, Plaintiffs request that the Court allow Plaintiffs to pursue the Indemnification Claim on behalf of the stockholders and that the Court appoint a trustee to hold a free and fair auction for the IP Assets with the proceeds going to the stockholders. This will allow those harmed by the misconduct alleged herein to prosecute their claims against IDT and Howard Jonas and to receive fair value for their IP Assets.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment as follows:

- a. A declaration that this action may be maintained as a class action and certifying Plaintiffs as Class Representatives or, in the alternative, declaring that demand on the Board would be futile and is excused;
- b. Declaring that the Term Sheet is invalid;
- c. Declaring that Howard Jonas breached his fiduciary duties by abusing his control over Straight Path to secure lucrative side benefits for himself and IDT;
- d. Declaring that Davidi Jonas breached his fiduciary duties by facilitating his father's intervention in Straight Path's sale process;
- e. Declaring that IDT aided and abetted the breaches of fiduciary duty complained of herein;
- f. If this case is properly brought as a direct action, awarding damages to

the Class for the unfair price that it received for Straight Path stock;

g. If this case is properly brought as a derivative action, setting aside any claim relating to the indemnification against IDT and the transfer of Straight Path's IP Assets in a constructive trust for the benefit of Straight Path stockholders and permitting Plaintiff to prosecute those claims;

h. Ordering Howard Jonas, Davidi Jonas, and IDT to disgorge any profits for the benefit of the Class;

i. Granting extraordinary equitable and injunctive relief against all Defendants and in favor of the Company to the fullest extent permitted by law and/or equity;

j. Awarding to Plaintiffs the costs and disbursements of the action, including reasonable attorneys' fees, accountants', consultants' and experts' fees, costs, and expenses; and

k. Granting such further relief as the Court deems just and proper.

OF COUNSEL:

BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP

Mark Lebovitch

Edward Timlin

John Vielandi

David MacIsaac

1251 Avenue of the Americas

New York, NY 10020

ENTWISTLE & CAPPUCCI LLP

Vincent R. Cappucci

Joshua K. Porter

299 Park Avenue, 20th Floor

New York, NY 10171

Counsel for Co-Lead Plaintiffs

August 29, 2017

LABATON SUCHAROW LLP

/s/ Ned Weinberger

Ned Weinberger (#5256)

Thomas Curry (#5877)

300 Delaware Avenue

Suite 1340

Wilmington, DE 19801

(302) 573-2530

Counsel for Co-Lead Plaintiffs