

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE WORLDCOM, INC. :
ERISA LITIGATION :

MASTER FILE NO.
02 Civ. 4816 (DLC)

This Document Relates to: :
All Actions :

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
OF REMAINING ERISA CLAIMS AND SETTLEMENT FAIRNESS HEARING

TO: ANY PERSON WHO WAS A PARTICIPANT IN THE WORLDCOM 401(K) SALARY SAVINGS PLAN OR ONE OF ITS PREDECESSOR 401(K) PLANS AT ANY TIME FROM SEPTEMBER 14, 1998 THROUGH THE PRESENT, or
A BENEFICIARY, ALTERNATE PAYEE, REPRESENTATIVE, OR SUCCESSOR-IN-INTEREST OF ANY SUCH PERSON

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The Court has preliminarily approved three separate proposed settlements (“Settlements”) in the above-referenced litigation. The Settlements are with Defendants Scott Sullivan (“Sullivan Settlement”), Merrill Lynch Trust Company FSB (“Merrill Lynch Settlement”), and Bernard Ebbers (“Ebbers Agreement”). Mr. Ebbers has already settled with the ERISA Class and the Ebbers Agreement, as explained below, is an agreement to satisfy his liability under that settlement.

The Sullivan Settlement, the Merrill Lynch Settlement, and the Ebbers Agreement are separate from and independent of each other. The Court will consider each proposed settlement on its own merits.

- Under the Merrill Lynch Settlement, Merrill Lynch will forego payment of up to \$200,000 for certain services it has performed for the Plan that would otherwise be charged to the Plan. The terms of the Merrill Lynch Settlement are described below.
- The Sullivan Settlement will provide for payments to the WorldCom 401(k) Salary Savings Plan (the “Plan”) and for allocation of those payments to the accounts of members of the ERISA Class who had portions of their accounts invested in WorldCom stock. Pursuant to a settlement reached in 2004 (“2004 Settlement”) in this litigation, over \$47.15 million already has been deposited in the WorldCom ERISA settlement fund (the “Settlement Fund”). The terms of the Sullivan Settlement are described below.
- Under the Ebbers Agreement, Mr. Ebbers will satisfy his obligation on the promissory note he executed in connection with the 2004 Settlement for a cash payment of \$450,000. The terms of the Ebbers Agreement are described below.
- The Court has scheduled a hearing on final approval of the Sullivan Settlement, the Merrill Lynch Settlement, and the Ebbers Agreement. That hearing before the Hon. Denise Cote has been scheduled for November 18, 2005, at 11:00 a.m. in Courtroom 11B, of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York.
- Objections may be filed to one or more of the Settlements. Any objections must be served in writing on the attorneys for the Class and filed with the Clerk of Court for the Southern District of New York by October 17, 2005. The procedure for objecting is described below.
- This Notice contains summary information with respect to the Settlements. The text of the documents containing the terms and conditions of the Settlements (the “Sullivan Settlement Agreement,” the “Merrill Lynch Settlement Agreement,” and the “Ebbers Note Satisfaction Agreement”) are available at www.kellersettlements.com or by contacting Keller Rohrback, LLP at 1-800-892-6230. Capitalized and italicized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Sullivan Settlement Agreement, the Merrill Lynch Settlement Agreement, or the Ebbers Note Satisfaction Agreement. Additional information regarding this litigation, including the settlement reached with other defendants in 2004, is available at www.kellersettlements.com.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE ERISA CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENTS WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU NEED NOT APPEAR IN COURT, AND YOU NEED NOT HIRE AN ATTORNEY IN THIS CASE. IF YOU ARE IN FAVOR OF THE SETTLEMENTS, YOU NEED NOT DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO ANY OF THE SETTLEMENTS PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

Your Legal Rights and Options in the Settlements:

<p>You Can Do Nothing. No Action is Necessary to Receive Payment.</p>	<p>If the <i>Sullivan Settlement</i> or the <i>Ebbers Agreement</i> is approved by the <i>Court</i> and you are a member of the <i>ERISA Class</i>, you will not need to do anything to receive a payment. The money received will be paid into the pre-existing <i>Settlement Fund</i>, which will then be allocated to your <i>Plan</i> account as part of the implementation the <i>Sullivan Settlement</i>, the <i>Ebbers Agreement</i>, and the <i>2004 Settlement</i>.</p> <p>If you are a current <i>Plan</i> participant any share of the <i>Settlement Fund</i> to which you are entitled will be deposited into your <i>Plan</i> account. If you no longer are a <i>Plan</i> participant and are entitled to share in the <i>Settlement Fund</i>, a <i>Plan</i> account will be established for you, if necessary, and you will be notified of such account.</p>
<p>Object (by October 17, 2005)</p>	<p>If you wish to object to any part of any of the <i>Settlements</i>, you may (as discussed below) write to the <i>Court</i> and counsel about why you do not like the <i>Settlement(s)</i>.</p>
<p>Go to a Hearing (to be held on November 18, 2005)</p>	<p>If you have submitted a written objection to the <i>Settlement(s)</i> to the <i>Court</i> and counsel, you may (but do not have to) attend the <i>Court</i> hearing about the <i>Settlements</i> and present your objections to the <i>Court</i>.</p>

- The *Court* in charge of this case still has to decide whether to approve each of the *Settlements* on its individual merits. The payments under the *Sullivan Settlement* and the *Ebbers Agreement* will be made only if the *Court* approves those *Settlements* and that approval is upheld in the event of any appeals. Similarly, the *Merrill Lynch Settlement* will take effect only if the *Court* approves the *Merrill Lynch Settlement* and that approval is upheld in the event of any appeals.
- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

Further information regarding the litigation and this Notice may be obtained by contacting *ERISA Lead Counsel*:

Lynn Lincoln Sarko, Esq.
 Gary A. Gotto, Esq.
 KELLER ROHRBACK LLP
 1201 3rd Ave, Ste 3200
 Seattle, WA 98101

Telephone: (800) 508-4865
 Facsimile: (206) 623-3384

Email: ggotto@kellerrohrback.com
 www.kellersettlements.com

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CURRENT STATUS OF THE CASE

This litigation (the "*ERISA Action*") is a consolidation of a series of cases filed in different federal courts. The first of these cases was filed in March 2002, while the remainder were filed shortly after WorldCom, Inc. filed for bankruptcy court protection in July 2002. The *ERISA Action* alleges that defendants breached fiduciary duties they owed to participants in the *Plan*. Copies of the most recent Consolidated Complaint and other documents filed in the *ERISA Action* are available at www.kellersettlements.com.

Previous Partial Settlement

On October 18, 2004, the Court approved a partial settlement (the "*2004 Settlement*") in this case between *Named Plaintiffs* and Defendants WorldCom, Inc.; Bernard J. Ebbers; the Estate of John W. Sidgmore; Dennis W. Sickie; James C. Allen; Judith Areen; Carl J. Aycock ; Bert C. Roberts, Jr.; Max. E. Bobbitt; Francesco Galesi; Stile A. Kellett, Jr.; Gordon S. Macklin; Clifford L. Alexander; John A. Porter; Lawrence W. Tucker; Dona Miller; Pamela Titus; Ray Helms; Stephanie Scott; and Sandra Faircloth. The *2004 Settlement* established a *Settlement Fund* consisting of \$46,750,000 from fiduciary liability insurance policies and WorldCom/MCI. This amount was deposited in an escrow account in September 2004.

In addition, in settlement of the claims against him, Defendant Bernard Ebbers agreed to pay \$400,000 in cash, and he executed a promissory note requiring an additional payment of one percent (1%) of any payments he made to WorldCom/MCI with respect to his indebtedness to the company, provided that in all events, at least \$450,000 was to be paid under the note on or before the fifth anniversary of its execution. Mr. Ebbers' \$400,000 payment was deposited into the WorldCom ERISA *Settlement Fund* on September 20, 2004.

The *2004 Settlement* also provided for the entry of a bar order with respect to certain claims for indemnity or contribution by the non-settling defendants, with a provision for judgment reduction in favor of the non-settling defendants on certain terms and conditions. Merrill Lynch objected to certain aspects of the judgment reduction formulation and appealed from the *Court's* overruling of its objection. Under the terms of the *2004 Settlement*, the *Settlement Fund* may not be disbursed until the Merrill Lynch appeal is resolved.

On February 1, 2005, the Court granted summary judgment in Merrill Lynch's favor with respect to all claims asserted against it in the *ERISA Action*. *ERISA Plaintiffs* have appealed that ruling. The Court of Appeals has stayed consideration of Merrill Lynch's appeal with respect to the judgment reduction feature of the 2004 Settlement pending resolution of the *ERISA Plaintiffs'* appeal with respect to the substantive claims against Merrill Lynch.

Current Proposed Settlements

The *2004 Settlement* did not include Defendant Scott Sullivan, the former Chief Financial Officer of WorldCom, as the case against him had been stayed pending resolution of the criminal proceedings against him. If approved by the *Court*, the current proposed settlement will resolve the litigation against Mr. Sullivan.

The *2004 Settlement* also did not include Merrill Lynch, the trustee of the *Plan*. *ERISA Plaintiffs* continued to litigate the case against Merrill Lynch, but on February 1, 2005, the *Court* granted Merrill Lynch's motion for summary judgment, and final judgment in favor of Merrill Lynch was entered on April 27, 2005. Plaintiffs have appealed the decision; however, if approved by the *Court*, the current proposed settlement will resolve the litigation against Merrill Lynch.

SUMMARY OF THE SETTLEMENTS

Sullivan Settlement

1. Sullivan shall pay for the benefit of the ERISA Class 10% of the balance in his 401(k) plan (after deduction of certain expenses) and 10% of the net proceeds on the sale of his house in Boca Raton, Florida. These payments to the ERISA Class are expected to total approximately \$450,000.
2. Sullivan's payment will be paid into the *Settlement Fund*. Sullivan's payment, plus interest, and less any taxes and approved costs and expenses, will then be paid to the *Plan* and allocated to *ERISA Class* members as part of the allocation of the proceeds of the *2004 Settlement*, according to the *ERISA Plan of Allocation* previously approved by the *Court*.
3. All claims asserted against Mr. Sullivan in this litigation, and all other claims that would be barred by the doctrine of *res judicata* if the claims asserted in this litigation had been fully litigated to a final judgment or order, will be released on behalf of the *ERISA Class*.

Merrill Lynch Settlement

Merrill Lynch has agreed to forego payment of up to \$200,000 for services it has provided to the *Plan* that would otherwise be charged to the *Plan* and paid from the *Net Settlement Fund* distributed to the *Plan* to dismiss its pending appeal with respect to the judgment reduction feature of the *2004 Settlement*. *Named Plaintiffs* have agreed to dismiss their pending appeal with respect to the grant of summary judgment in favor of Merrill Lynch on all claims asserted against it in this litigation. The opinion granting summary judgment in favor of Merrill Lynch and the order granting final judgment for Merrill Lynch will remain in effect.

Ebbers Agreement

On July 11, 2005, the Court preliminarily approved a settlement of the claims against Mr. Ebbers in the separate WorldCom securities fraud litigation. Mr. Ebbers was convicted at trial of criminal charges and has been sentenced to a term of imprisonment of 25 years. Based on a review of Mr. Ebbers' financial statements, the Ebbers securities fraud settlement, and supporting documents, *ERISA Lead Counsel* concluded that it is extremely unlikely that the amount payable to the ERISA Class under the Ebbers Note will be more than \$450,000. In light of this, and in light of the

additional risk that Mr. Ebbers may file bankruptcy in the additional four years while his note is outstanding, *ERISA Lead Counsel* agreed to accept a current cash payment of \$450,000 in satisfaction of the Ebbers promissory note, subject to Court approval. This payment, together with the settlement in the securities fraud litigation, will result in the surrender of substantially all of Mr. Ebbers' assets. On July 12, 2005, Mr. Ebbers deposited the additional \$450,000 to the WorldCom *ERISA Settlement Fund*, to be held in escrow pending the Court's decision on the motion to approve the *Ebbers Agreement*. Based on an evaluation of Mr. Ebbers' financial condition, at the time of his sentencing the Government did not request, and the sentencing court did not impose, any further obligation on Mr. Ebbers to make restitution.

Statement of Potential Outcome of the ERISA Action

As with any litigated case, *Named Plaintiffs* would face an uncertain outcome if the *ERISA Action* were to continue against Scott Sullivan or Merrill Lynch. Continued litigation could result in a judgment or verdict greater or less than the recovery under the *Settlements*, or in no recovery at all.

As to Scott Sullivan, the fundamental consideration for the attorneys for the *ERISA Class* was the serious question as to the extent to which the *ERISA Class* could recover money in the event of a favorable judgment against him. Mr. Sullivan has pleaded guilty to criminal charges against him and has been sentenced to serve a five year term of imprisonment. This was a reduced sentence to reflect his cooperation with the Government in its prosecution of Mr. Ebbers. Based on the financial information provided by Mr. Sullivan, there are no material assets other than the *Le Lac Property* and his 401(k) account to satisfy his liabilities in this litigation and the securities fraud litigation. In light of his prison sentence, *ERISA Lead Counsel* concluded that there is no realistic likelihood that he will obtain additional assets for the foreseeable future. The settlement, together with Mr. Sullivan's settlement in the securities fraud litigation, will result in the surrender of substantially all of his assets, and will include assets that may not have been available in the absence of settlement. Based on an evaluation of Mr. Sullivan's financial condition, at the time of Mr. Sullivan's criminal sentencing, the Government did not request, and the sentencing court did not impose, any further obligation on Mr. Sullivan to make restitution. Considering the magnitude of Mr. Sullivan's liabilities to other claimants, including in the securities fraud litigation, his limited assets, and the possibility that he might file bankruptcy in the future, *ERISA Lead Counsel* believes that accepting the proceeds available under this settlement rather than pursuing further litigation is in the best interests of the *ERISA class*. Additional information concerning Mr. Sullivan's settlement of the *ERISA Action* and the securities fraud litigation, including a transcript of the Court's preliminary approval hearings for each settlement, is available at www.keller settlements.com.

As to Merrill Lynch, the Court granted Merrill Lynch's motion for summary judgment on February 5, 2005, and final judgment in favor of Merrill Lynch was entered on April 27, 2005. In its ruling, the Court relied in part on a bulletin issued in December 2004 by the United States Department of Labor (the federal agency charged with administering ERISA) that discussed the obligations and liabilities of directed trustees under ERISA. The Court's ruling included a lengthy and detailed analysis of the issues presented. (The Court's ruling is available at www.keller settlements.com.) It is the judgment of *ERISA Lead Counsel* that reversal of the Court's summary judgment on appeal is unlikely. Moreover, a reversal of the grant of summary judgment would mean that *Named Plaintiffs* would still face the uncertainty of proceeding to trial on these claims. Even if liability were established at trial, the judgment reduction feature of the *2004 Settlement* would have entitled Merrill Lynch to a judgment reduction that could have eliminated much or all of that liability. If liability in excess of the judgment reduction amount were established, it is possible that Merrill Lynch could have appealed that outcome and obtained relief on appeal. In light of the Court's analysis in its opinion granting summary judgment, the limited authority from the Second Circuit on many of the issues presented, the position taken by the United States Department of Labor in its December 2004 Bulletin, and the judgment reduction available to Merrill Lynch even if Plaintiffs were successful at a trial, *ERISA Lead Counsel* has concluded that the prospects for recovery by the *ERISA Class* under these circumstances are not favorable. To the extent that the outcome of an appeal or trial were adverse to the class, it is possible that Merrill Lynch could have sought to recover substantial fees and expenses from the settlement funds recovered in the *ERISA Action*. Finally, until the Merrill Lynch claims were finally resolved, the proceeds of the *2004 Settlement* could not be disbursed. Considering all these factors, *ERISA Lead Counsel* concluded that the proposed settlement, which provides for the savings by the *Plan* of up to \$200,000 that would otherwise be owed to Merrill Lynch for services, and provides for the resolution of the Merrill Lynch claims and, therefore, the prompt disbursement of the *2004 settlement* proceeds, is in the best interests of the *ERISA Class*.

Statement of Attorneys' Fees and Costs Sought in the ERISA Action

In connection with its approval of the *2004 Settlement*, the Court reserved 20% of the cash component of the *Settlement Fund* (as defined in the *2004 Settlement*) for potential distribution to counsel. Of that amount, the Court awarded \$5,000,000 to *ERISA Lead Counsel* and other *Appointed Counsel* (as defined in the *2004 Settlement*) for attorney fees. The Court also awarded all of *ERISA Lead Counsel's* and other *Appointed Counsel's* expenses for post-appointment work. *ERISA Lead Counsel* will request that the Court award the previously reserved amount as attorney fees and reimburse additional actual expenses incurred since the Court's earlier approval of reimbursement of expenses, but will not seek any additional fee award out of the proposed *Sullivan Settlement* or *Merrill Lynch Settlement*. *ERISA Lead Counsel* will also request that the Court approve reimbursement of notice expenses incurred in connection with the *Settlements* from the proceeds of the *Settlements*.

Further Information

Further information regarding the *ERISA Action* and this *Notice* may be obtained by contacting either:

ERISA Lead Counsel:
Lynn Lincoln Sarko, Esq.
Gary A. Gotto, Esq.
KELLER ROHRBACK LLP

1201 3rd Ave, Ste 3200, Seattle, WA 98101
Telephone: (800) 892-6230
Facsimile: (206) 623-3384
e-mail address: ggotto@kellerrohrback.com

or Plaintiffs' Steering Committee Counsel:
Jeffrey Lewis, Esq.
LEWIS, FEINBERG, RENAHER & JACKSON, P.C.
436 14th St, Ste 1505, Oakland, CA 94612

Telephone: (510) 839-6824
Facsimile: (510) 839-7839
e-mail address: jlewis@lewisfeinberg.com

BASIC INFORMATION

1. Why is this notice package being provided?

You or someone in your family are or may have been a participant or beneficiary of the *Plan* and/or one of its predecessor plans such as the MCI Communications Corporate ESOP and 401(k), the MCI Communications Corporate ESOP and 401(k) for Non-Exempt Employees, the IDB Communications Group, Inc. Savings and Retirement Plan, the Western Union International, Inc. 401(k) Savings and Retirement Plan for Collectively Bargained Employees, or the SkyTel Communications, Inc. Section 401(k) Employee Retirement Plan.

The *Court* ordered that you be notified because, if you fall within that group, you have a right to know about the *Sullivan Settlement*, the *Merrill Lynch Settlement*, the *Ebbers Agreement*, and about all of your options before the *Court* decides whether to approve the *Settlements*. If the *Court* approves the *Sullivan Settlement*, and after any objections and appeals are resolved, the net amount of Sullivan's payment will be paid into the *Settlement Fund* and then into the *Plan*, where the entire *Settlement Fund*, including Sullivan's payment, will be allocated among ERISA Class members according to the ERISA *Plan of Allocation*, which the *Court* approved as part of the 2004 *Settlement*.

If the *Court* approves the *Merrill Lynch Settlement*, Merrill Lynch will forego payment of up to \$200,000 for services it has provided to the *Plan* that would otherwise be charged to the *Plan*. It will also dismiss its pending appeal with respect to the judgment reduction feature of the 2004 *Settlement*, which will permit the *Settlement Fund* from the 2004 *Settlement* to be distributed. *Named Plaintiffs* will dismiss their pending appeal with respect to the grant of summary judgment in favor of Merrill Lynch on all claims asserted against it in this litigation. The opinion granting summary judgment in favor of Merrill Lynch and the order granting final judgment for Merrill Lynch will remain in effect. The *Merrill Lynch Settlement*, if approved, would reduce the amount the *Plan* would otherwise be charged, but would not result in any payments being made into the *Settlement Fund*.

If the *Court* approves the *Ebbers Agreement*, and after any objections and appeals are resolved, the net amount of Ebbers' \$450,000 deposit in the *Settlement Fund* will be paid into the *Plan*, where the entire *Settlement Fund*, including Ebbers' payment, will be allocated among ERISA Class members according to the ERISA *Plan of Allocation*, which the *Court* approved as part of the 2004 *Settlement*.

This Notice package describes the litigation, the *Settlements*, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The *Court* in charge of these cases is the United States District Court for the Southern District of New York. The people who sued are called "Named Plaintiffs," and the people they sued are called "Defendants." The legal action that is the subject of this Notice and the *Settlement* is known as *In re WorldCom, Inc. ERISA Litigation*, Case Number 02 Civ. 4816 (DLC). This action represents a consolidation of a number of different cases alleging class action claims under ERISA. We are referring to these consolidated cases as the "ERISA Action."

2. What is the lawsuit about?

The ERISA Action claims that the ERISA Defendants were fiduciaries of the *Plan* and violated fiduciary duties under ERISA that they owed to the WorldCom employees and retirees who were participants in the *Plan*. In the Third Amended and Consolidated Master Class Action Complaint, the *Named Plaintiffs* have asserted causes of action for the losses suffered by the *Plan* as the result of the alleged breaches of fiduciary duty by the ERISA Defendants.

Participants in the *Plan* were able to allocate their account balances among various investment funds maintained by the *Plan*. The investment funds included a fund consisting of WorldCom stock. Many *Plan* participants chose to have contributions to the *Plan* invested in the WorldCom stock fund.

The ERISA Action alleged that certain of the ERISA Defendants had the discretion to freeze further investments in WorldCom stock and to sell the *Plan's* holdings of WorldCom stock. The *Named Plaintiffs* further alleged that the ERISA Defendants knew or should have known that WorldCom stock was not a prudent investment because they knew or should have known of WorldCom's true financial situation, as opposed to the financial situation set forth in WorldCom's public filings. As a result, the *Named Plaintiffs* alleged that the Defendants acted imprudently when they failed to prevent further investment in WorldCom stock and failed to liquidate the *Plan's* WorldCom stock holdings. The *Named Plaintiffs* also asserted that certain of the ERISA Defendants violated their fiduciary duties by failing to provide *Plan* participants with complete and accurate information about WorldCom.

In the 2004 *Settlement*, these claims were resolved with respect to all ERISA Defendants but *Sullivan* and *Merrill Lynch*. The litigation has been stayed with respect to *Sullivan* since 2003 because of his pending criminal proceedings. The litigation was actively pursued against *Merrill Lynch* through 2003-2004, with extensive discovery conducted by the *Named Plaintiffs* and *Merrill Lynch*. On February 1, 2005, the *Court* granted summary judgment in *Merrill Lynch's* favor on all claims.

3. Why is this case a class action?

In a class action, one or more plaintiffs, called "Named Plaintiffs" sue on behalf of people who have similar claims. All of the individuals on whose behalf the *Named Plaintiffs* are suing are "Class Members." One court resolves the issues for all Class Members. U.S. District Judge Denise Cote is presiding over this case. On October 12, 2004, the *Court* certified a class in the ERISA Action. See Answer to Question 5 for a definition of the class.

