

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

**KAREN BELLIFEMINE, AMY ZEOLI,
MICHELLE POPA, NANCY BEANEY and
JENNIFER STORM, Individually and on Behalf
of Others Similarly Situated,**

PLAINTIFFS,

v.

SANOFI-AVENTIS U.S. LLC

DEFENDANT.

Case No. 1:07-CV-02207-JGK

CLASS ACTION

**JOINT DECLARATION OF STEVEN L. WITTELS AND DAVID W. SANFORD
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND RELATED RELIEF**

Steven L. Wittels and David W. Sanford, state as follows under the penalty of perjury, pursuant to 28 U.S.C. § 1746:

1. David Sanford is a founding partner in the Washington, D.C. office of Sanford Wittels & Heisler, LLP. Steven L. Wittels is a co-founding partner in the New York City office of Sanford Wittels & Heisler, LLP. Messrs. Sanford and Wittels are joint Lead Counsel for Plaintiffs and the Class. Based on Messrs. Sanford's and Wittels' active participation and supervision in all material aspects of the prosecution and settlement of this action, they have personal knowledge of the matters set forth in this certification, unless stated otherwise.

2. Messrs. Sanford and Wittels make this Declaration in support of Plaintiffs' unopposed motion to (i) preliminarily approve the class-wide settlement of this gender

discrimination action; (ii) certify the class for settlement purposes; (iii) enter an order approving the mailed notice and claim form; and (iv) set a date for a final Fairness Hearing.

I. Lead Counsel's Background

3. David Sanford graduated from Stanford Law School in 1995. He served as law clerk for District of Columbia United States District Court Judge Gladys Kessler from 1995 through 1996. He has been a member in good standing of the Maryland state bar and the District of Columbia bar since 1997. Since 1997, Mr. Sanford has been a member of the William B. Bryant Inn of Court in Washington, D.C. Mr. Sanford is an “AV” rated attorney.

4. Steven Wittels graduated from The University of California at Berkeley (Boalt Hall) in 1984 with highest honors on his class action thesis. After graduation from Boalt Hall, Mr. Wittels joined the New York office of a leading class action law firm. Mr. Wittels has been a member in good standing of the New York State bar since 1984 and the bar of the Southern and Eastern Districts of New York since 1985.

5. From its formation in 2004, the law firm of Sanford Wittels & Heisler, LLP (“SW&H”) has been and is significantly involved in civil rights and employment class action litigation. The firm is “AV” rated. David Sanford and Steven Wittels have together served as lead counsel in approximately 50 class actions around the United States, generating millions of dollars in recoveries to class members.

II. Introduction to the Proposed Settlement and Relief Sought by this Motion

6. Plaintiffs’ motion seeks preliminary approval of the Settlement of this gender discrimination class action – a settlement that has come after more than two years

of litigation, extensive discovery, and mediation before a nationally-renowned mediators Eric Green and Carmin Reiss.

7. After the mediation the parties signed a Settlement Agreement, which is herewith submitted for the Court's preliminary approval. The proposed settlement sum provides an immediate benefit to the class of \$15,360,000 (with continued additional benefits in increased base salaries to class members who currently work at sanofi-aventis; *see* p. 13, below), including attorneys' fees and costs to Plaintiffs' counsel and \$535,000 in service awards to the Named Plaintiffs and other class members. In addition, Defendant sanofi-aventis will pay for up to \$150,000.00 of the costs of administering the settlement.

8. The agreement will also give programmatic relief. This programmatic relief – including likely base pay adjustments for current female employees – will ensure improved access to opportunities for advancement and equitable compensation and may provide an additional monetary benefit to the class. Over the next three years, for example, the value of the \$2 million set aside for base pay adjustments could reach nearly \$10 million in total additional compensation over that period for current class members, which would be a substantial benefit to the Class. Defendant sanofi-aventis' financial obligations under the Settlement Agreement represent a significant percentage of its likely exposure were litigation to proceed.¹

9. In arriving at this favorable resolution, Plaintiffs and Class Counsel recognized the expense and length of a trial and potential appellate process, and further

¹ A true copy of the Settlement Agreement (the "Settlement" or the "Agreement") is annexed hereto as Exhibit A, with true copies of the proposed Order Preliminary Approving Class Settlement, the proposed Notice, and Claim Form collectively attached to the Agreement as Exhibits B, C, and D, respectively.

acknowledged that both certification of the class and success on the merits remain uncertain. Class Counsel was mindful of and recognized the potential problems of proof regarding the class claims asserted in this action. Therefore, Plaintiffs and Class Counsel determined that the Settlement is in the best interest of Plaintiffs and the Settlement Classes. Counsel believes that the Settlement is especially advantageous to the class given the ongoing and comprehensive nature of the relief provided; the extensive programmatic measures signed to foster equal employment opportunity for female employees at sanofi-aventis; and the fact that the entire common fund provided for by the settlement will be distributed to the class members without reversion to the company.

10. Pursuant to the terms of the Settlement, Plaintiff now moves for entry of the proposed “Order Preliminarily Approving the Settlement,” which accomplishes the following:

- (i) grants preliminary approval of the Proposed Settlement;
- (ii) schedules a date for the fairness hearing to consider final approval of the Settlement;
- (iii) approves the form and content of the:
 - (a) Notice of Class Action Settlement (referenced in the Settlement Agreement); and
 - (b) Claim Form (referenced in the Settlement Agreement); and
- (iv) directs the mailing of the Notice of Class Action Settlement, and Claim Form to the class.

11. In the paragraphs that follow, Plaintiffs will describe the factual background and procedural history of this lawsuit and summarize the terms of the proposed Settlement. Accompanying this Declaration is a Memorandum of Law in Support of Plaintiffs’ motion that demonstrates why, under governing decisional law, this

Court should preliminarily approve the proposed Settlement and grant the relief requested in the instant motion.

III. Plaintiffs' Suit and Litigation History

A. Ms. Bellifemine Files an Individual and Class EEOC Charge

12. On March 8, 2006, Karen Bellifemine, a Senior Cardiovascular Specialty Sales Representative for sanofi-aventis, filed a class charge of gender discrimination with the United States Equal Employment Opportunity Commission (EEOC) on behalf of herself and all sanofi-aventis female employees.² In that charge, Ms. Karen Bellifemine alleged that sanofi-aventis engaged in “a pattern and practice of discrimination against its female employees” in both pay and promotions. Ms. Bellifemine received her Notice of Right to Sue on or about December 22, 2006, and timely filed suit within ninety (90) days.

B. The Original Complaint

13. On March 14, 2007, Karen Bellifemine filed a class action discrimination complaint in the United States District Court for the Southern District of New York. She brought the case on behalf of herself and “all female citizens of the United States at any time during the applicable liability period.”³ Four other female sanofi-aventis employees later joined Karen Bellifemine as Named Plaintiffs:

- Amy Zeoli, a former Cardiovascular Specialty Sales Representative and Territory Manager in sanofi-aventis' Connecticut territories, who was employed by sanofi-aventis from approximately early 2001 through approximately March 2006;

² See Exhibit E, Karen Bellifemine's EEOC Charge.

³ See Exhibit F, Third Amended Class Action Complaint.

- Michelle Popa, a former Sales Representative in sanofi-aventis' Florida territories, was employed by sanofi-aventis from approximately November 2003 until approximately January 2007;
- Nancy Beaney, a Senior CNS Specialty Sales Professional in sanofi-aventis' Texas territories, who has been employed by sanofi-aventis from approximately April 1991 until the present; and
- Jennifer Storm, a former Primary Care Sales Representative in sanofi-aventis' Pennsylvania territories, employed by sanofi-aventis from approximately September of 2003 until July 2007.

C. The First and Second Amended Complaints

14. On August 28, 2007, Plaintiffs filed a First Amended Complaint to include Amy Zeoli, Michelle Popa, and Sue Sullivan, and on January 31, 2008, Plaintiffs filed a Second Amended Complaint to add Nancy Beaney and Jennifer Storm.

D. Sanofi-aventis' Motion to Partially Dismiss Plaintiffs' Second Amended Complaint

15. On February 29, 2008, sanofi-aventis filed a motion to partially dismiss the Second Amended Complaint, primarily seeking the dismissal of Plaintiffs' pay claims.

16. In its motion, sanofi-aventis first argued that Ms. Bellifemine's EEOC charge was untimely as to her pay disparity claim. Next, sanofi-aventis contended, since the pay claim was untimely the remaining Plaintiffs could not invoke the single-filing rule, a rule which would sweep Plaintiffs under the umbrella of Ms. Bellifemine's Charge and thus allow them to assert their own pay discrimination claims. Third, sanofi-aventis contended that all of Plaintiffs' claims were untimely because they encompassed discrete acts occurring more than 300 days before Ms. Bellifemine's EEOC Charge. Finally, Defendant asserted that because Plaintiffs Zeoli, Storm, Beaney, and Popa never lived or worked in New York State, the Court should dismiss any claims alleged by these

Plaintiffs under the New York Human Rights Law (“HRL”), including N.Y. Exec. Law § 296.

E. Plaintiffs’ Opposition to Sanofi-aventis’ Motion

17. Plaintiffs filed an opposition to Defendant’s partial motion to dismiss on April 10, 2008 and concurrently filed a motion for leave to file a Third Amended Complaint. Plaintiffs opposed sanofi-aventis’ motion, arguing that Ms. Bellifemine’s Charge was timely but that the facts set forth in the Second Amended Complaint contained errors in the alleged dates. When these errors were corrected, Ms. Bellifemine’s complaint contained timely pay allegations, and consequently, at the pleadings stage, the remaining Plaintiffs could tether their pay claims to her Charge.

18. Plaintiffs further argued that any acts occurring prior to the 300-day filing period were either admissible under the continuing violation doctrine or served as background and/or anecdotal evidence. Finally, Plaintiffs conceded that the New York HRL did not apply to non-New Yorkers, Plaintiffs Zeoli, Beaney, Popa and Storm, but maintained that Ms. Bellifemine could bring a cause-of-action under the HRL for a subclass of New York employees. Plaintiffs sought leave to file a Third Amended Complaint to implement these changes and update the class claims, and Plaintiffs concurrently filed a Motion to Amend/Correct/To File a Third Amended Complaint.

F. The Court’s Decision on Sanofi-aventis’ Motion to Partially Dismiss

19. On April 16, 2008, the Court granted Plaintiffs’ Motion to Amend/Correct and To File a Third Amended Complaint. On May 5, 2008, sanofi-aventis answered Plaintiffs’ Third Amended Complaint. On May 22, 2008, the Court denied as moot

Defendant's Motion to Dismiss the Second Amended Complaint on the grounds that Defendant had filed an answer to Plaintiffs' Third Amended Complaint.

G. Sanofi Serves Subpoenas on Plaintiffs' Current and Prospective Employers, and Plaintiffs Move to Quash

20. On June 23, 2008, Plaintiffs filed a Motion to Quash Third Party Subpoenas, in which they argued that the Court should quash five third-party subpoenas that sanofi-aventis served on the current and prospective employers of Class Representatives. Defendant opposed Plaintiffs' Motion on June 27, 2008 and Plaintiffs replied on July 3, 2008. Judge Koeltl referred the matter to Magistrate Judge Gorenstein for resolution. On July 24, 2008, after lengthy oral argument, Judge Gorenstein granted Plaintiffs' Motion to Quash, enjoining compliance with the subpoenas.

H. The Parties Exchanged Extensive Written Discovery Including Millions of Documents and Complete Historical Employment Data for the Relevant Sales Force Population

21. Throughout 2008, the parties conducted extensive written discovery, during which they exchanged extensive and detailed interrogatory responses and millions of pages of relevant documents. As part of Defendant's production, sanofi-aventis also provided Plaintiffs with millions of rows of employment data over multiple years pertinent to the claims of the female sales class, including pay and promotion information for all employees who worked in the field sales force for at least one day from January 1, 2005 until March 14, 2008. Sanofi-aventis provided complete historical data for the relevant population.

I. The Parties Conducted Additional Discovery until the Mediation

22. The parties continued to engage in on-going document production and produced additional W-2 payroll data and other supplemental employment data. Sanofi-

aventis also began to depose the Named Plaintiffs, beginning with Plaintiff Michelle Popa, on January 24, 2009. The parties subsequently began discussing the possibility of mediation, and in May 2009 agreed to conduct two full-day mediation sessions on June 15 and 16, 2009.

IV. The Mediation Agreement

23. On April 30, 2009 – following weeks of negotiations – the parties signed a mediation agreement agreeing to a non-binding mediation of the individual and class-based gender claims alleged in the lawsuit. To facilitate the mediation process, both sides agreed to exchange prior to the mediation, expert analyses – including regression analysis and damage assessments – as well as mediation statements.

V. Preparation For The June 2009 Mediation

24. Counsel for Plaintiffs retained the services of Dr. Janice Fanning Madden, a Professor at the University of Pennsylvania and a specialist in labor economics and statistics. After analyzing the sanofi-aventis employment data, Dr. Madden concluded that the class of female sales force employees had a statistically significant probability of being both under-paid and under-promoted compared to men; according to her analysis, these disparities extended across the entire field sales force at sanofi-aventis.

For its part, sanofi-aventis retained Dr. Bernie Siskin who analyzed the relevant employment data and prepared statistical results that showed that there was no pattern and practice of discrimination against female sales employees in terms of pay or promotion. The parties exchanged their statistical analyses and underlying data assumptions to facilitate the mediation process and both experts participated in a

conference call with the mediators to discuss the statistical results and the relative strengths of their various approaches to the data.

VI. The June 2009 Mediation and the Follow-up November Session

25. Under the guidance of mediators Eric Green and Carmin Reiss, the parties engaged in several two-day mediation session on June 15 and 16, 2009. Following the initial mediation session, the parties engaged in a follow-up mediation session on November 17, 2009. During this time, the parties participated in several conference calls with assistance from the mediators and their respective experts. Through these mediation sessions, sanofi-aventis and the Plaintiffs agreed on the broad parameters of a settlement, subject to further negotiations of a specific agreement and certain terms of the agreement.

VII. Post Mediation Activity

26. Class Counsel and sanofi-aventis spent months following the mediation fleshing out the details of the settlement, and drafting and revising the Settlement Agreement. These efforts paid off in a Settlement Agreement signed on January 4, 2010.

VIII. Terms of the Settlement Agreement

A. The \$15,360,000 “Total Settlement Amount”

27. Sanofi-aventis will pay \$15,360,000 as a “Total Settlement Amount (“TSA”) to settle the lawsuit. The “TSA” is made up of the following components:

- \$8,188,000, less applicable costs, to pay the individual monetary claims of all Class Members. This \$8.188 million fund is divided into two parts. Sixty percent is allocated to a “Base Pay Regression Component” (\$4,912,800.00), and 40% (\$3,275,200.00) to the “Claim Form Discrimination Survey Component.” The first (“Base Pay”) component compensates Class Members for alleged pay disparities, and the second segment represents alleged damages Class Members sustained for alleged emotional distress and sexual harassment. To recover under the second prong, Class Members must fill out a claim form questionnaire and, in certain instances, document their claims. (SA, ¶ 5.1).

- \$2,047,000 as a “Pay Equity Settlement Fund” to be potentially distributed to Class Members in the form of upward base pay adjustments. This fund will be allocated based upon a Pay Equity Analysis to be conducted by an independent expert. (SA, ¶¶ 4.10, 6.14-16)
- \$535,000 as “Service Payments,” \$375,000 of which is allotted for the five named Plaintiffs and \$160,000 to Class Members - Amy Johnson, Lucy Velez, Beth Green, and Patrice Sutherland. (SA, ¶¶ 4.1(ii), 7.1); and
- \$4,590,000 as Class Counsel’s attorneys’ fees, which includes overseeing the claims process and monitoring the settlement agreement. (SA, ¶¶ 4.1(iv), 7.2)

B. Continued Benefits Of The Settlement Agreement

28. Over the next three years of the settlement term, the value of the pay equity analysis in the settlement may provide an additional \$10 million (over and above the \$15,360,000 “Total Settlement Amount”) in benefits to the Class. For example, based upon a 30% average annual benefit rate and 5% average annual salary increase, base pay adjustments of approximately \$2 million to class members’ salaries could result in nearly \$10 million in increased total compensation during the three-year settlement term. Because of the compounding effect of the salary increases over time, the value of the \$2 million set aside for the pay equity adjustments could reach well beyond \$10 million in total additional compensation during the class members’ careers at sanofi-aventis.

C. Additional Monetary Disbursements

29. In addition to the Total Settlement Amount, sanofi-aventis will pay up to \$150,000 in administrative expenses necessary to carry out the settlement agreement. (*Id.* ¶ 4.3) This provision ensures that the maximum potential settlement benefit is paid to the Class.

D. Programmatic Relief

30. Sanofi-aventis is obligated to institute a series of procedures, which will ensure equitable pay and promotional treatment for its female sales representatives.

These comprehensive remedial measures, in part, include the following:

- a. “No later than six months after the Final Approval Date, sanofi-aventis will retain a consultant [Industrial Psychologist] at its own expense with the approval of Lead Counsel... to review its complaint and investigation procedures and to make recommendations regarding enhancements of those procedures. Sanofi-aventis will consider any recommendations and will make good faith enhancements to its procedures consistent with the recommendations.” (SA, ¶ 6.9)
- b. A commitment to prohibit gender discrimination at sanofi-aventis, to ensure equal employment opportunity, and to enforce strong non-discrimination, anti-harassment, and anti-retaliation policies. (SA, ¶ 6.1)
- c. Sanofi-aventis will communicate its commitment to equal employment opportunities for women to all employees by distributing policies prohibiting discrimination, harassment, and retaliation and conducting regular mandatory training on these policies. (SA, ¶¶ 6.2-6.4)
- d. Sanofi-aventis will ensure that it has an effective process for investigating and resolving complaints of discrimination and harassment by instituting specific policies and procedures and providing its Human Resources personnel with appropriate training and instruction. (SA, ¶¶ 6.5-6.8)
- e. “All available district manager positions will be posted on sanofi-aventis’ Internal Career Center for a minimum of five days, except in the case of rotational programs, developmental programs, and/or exigent business circumstances. Minimum requirements for qualification for a management position will be available on the Internal Career Center.” (*Id.* at ¶ 6.10).
- f. Sanofi-aventis will provide diversity training to all management-level employees on a no less than annual basis. (*Id.* at ¶ 6.11)
- g. “The Industrial Psychologist retained pursuant to paragraph 29(a) above shall also evaluate the feasibility of permitting applicants for management positions to apply anonymously when a position is posted on sanofi-aventis’ Internal Career Center and shall make recommendations regarding such anonymous application procedures. Sanofi-aventis will consider any recommendations and will make good faith enhancements to its procedures consistent with the recommendations.” (*Id.* at ¶ 6.12).

- h. Sanofi-aventis will undertake an enforceable obligation to “continue to support its Wise organization, which currently offers mentoring and training programs to female employees.” (*Id.* at ¶ 6.13).
- i. “Within thirty (30) days of the Final Approval Date, sanofi-aventis shall establish an Internal Compliance Panel... charged with the responsibility for ensuring that sanofi-aventis complies with the terms of this Agreement.” The Panel is to be comprised of senior representatives from the company’s HR, Legal, and Compliance Departments, to meet at least semi-annually, and to provide an annual progress report to Class Counsel. (*Id.* at ¶ 6.18)

IX. Unique Features of the Settlement

31. The settlement agreement is intended to have an impact on female sales force employees salaries going forward. It also will ensure that women to receive promotional opportunities.

32. Under the “Pay Equity” provisions, \$2,047,000 will be used to conduct a pay equity analysis of sanofi-aventis’ sales force employees and, where a pay disparity exists based on gender, the company will make upward adjustments to class members’ salaries. Any female sales force employee who receives an upward base pay adjustment will then receive future pay raises from a higher base-level salary, thus potentially having a significant future impact on class members’ total compensation. Base pay adjustments made pursuant to this component of the settlement could also be factored into the Class Members’ benefits, bonuses, and other auxiliary compensation. (SA, ¶ 5.7) Accordingly, based upon a 30% average annual benefit rate and 5% average annual salary increase, base pay adjustments of approximately \$2,000,000 from the pay equity analysis would result in nearly \$10 million in increased total compensation during the three-year settlement term.

33. There is no reversion of settlement dollars to sanofi-aventis. All monetary sums provided for in the Agreement will be paid out to the class. (SA, ¶¶ 5.2, 6.16)

34. Class Counsel have an ongoing role in assuring that sanofi-aventis complies with all terms of the Settlement Agreement, including the extensive programmatic measures designed to ensure equal opportunity for female employees. This responsibility continues even after the final approval order is entered. (See SA, § 3(B), specifying a three-year duration of the settlement terms; ¶ 6.19, Compliance)

X. The Substantial Benefits Available to Class Members Under the Settlement Support Preliminary Approval and the Issuance of Notice to the Class

35. While the actual value of the Settlement to the class likely exceeds the \$15,360,000 Total Settlement Amount, this amount, by itself, represents a sizeable portion of Defendant sanofi-aventis' maximum potential exposure were the case to proceed to trial. Furthermore, the potential base pay adjustments provided for by the settlement will potentially have an exponential effect on the class members' overall compensation, resulting in up to \$10 million in additional benefits to the class over the next three years of the settlement term. Finally, the programmatic relief which sanofi-aventis is obligated to implement at its own expense will also have a significant impact on employment opportunities for women and should provide substantial further financial benefits to the class by ensuring equal pay and promotions.

36. For the reasons explained in the accompanying Memorandum of Law, the parties' proposed settlement is within the range of possible approval and without apparent defects; it thus supports preliminary approval and an opportunity for the class members to receive notice of the settlement.

XI. The Settlement Class Meets all Requirements for Conditional Certification

37. The proposed Class is defined as follows:

All female sales force employees employed by sanofi-aventis in the United States for at least one day between May 12, 2005 to the preliminary approval date, excluding individuals who held management level positions higher than district sales manager, excluding individuals who previously entered into individual releases as part of individual agreements with sanofi-aventis up to the final approval date, and excluding individuals who opt out of the settlement on a timely basis.

38. The sanofi-aventis female sales force class totals approximately 4,000 members and easily suffices to satisfy numerosity.

39. There exists at least one question of law or fact common to the entire class. Plaintiffs and the class members allege that Defendant sanofi-aventis engages in a pattern or practice of discriminating against female employees in pay and promotion decisions on a class-wide basis. Plaintiffs and the class members further allege that sanofi-aventis' company-wide employment policies contribute to these alleged disparities.

40. Plaintiffs allege that the claims of the Representative Plaintiffs and the claims of all class members derive from the same nucleus of facts – sanofi-aventis' alleged pay and promotion practices – and are premised upon the same legal theories. The claims of the named Plaintiffs and those of all Class members are thus typical of the class.

41. Plaintiffs allege that they and their counsel will adequately represent the class' interests. First, Plaintiffs' counsel, Sanford Wittels & Heisler LLP, has extensive experience in successfully prosecuting gender discrimination actions.⁴ Second, the

⁴ See Exhibit G, Class Counsel Qualifications.

named Plaintiffs have gender discrimination claims identical to those of the Class they seek to represent; and thus, no conflicts of interest are present.

42. Plaintiffs allege that the common issues present in this action predominate over any individual issues. This case centers on Defendants' alleged common employment policies and practices, which the comprehensive settlement seeks to address.

43. Plaintiffs allege that a class action is the superior method of adjudicating this action. Litigating the individual claims of hundreds or thousands of class members would be inefficient and cost-prohibitive. Furthermore, especially given the complexity of proof in this case, many class members would be unable to maintain individual litigation and would be prevented from obtaining relief for their injuries.

44. Accompanying this Joint Declaration is a Memorandum of Law in Support of Plaintiffs' motion that demonstrates why, under governing decisional law, this Court should preliminarily approve the proposed Settlement and grant the relief requested in the instant motion.

WHEREFORE, Plaintiffs request that the Court: (i) enter the Order Preliminary Approving Class Settlement, (ii) certify the class for settlement purposes, (iii) approve the form of the Notice and Claim Form, and (iv) set the case down for a final fairness hearing.

We declare under penalty of perjury that the foregoing is true and correct.

Executed: New York, New York
March 12, 2010

_____/s/
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