

If you purchased, or paid for some of the purchase price for, Invisalign clear aligners between July 1, 2018 and December 31, 2023, a class action lawsuit may affect your rights.

*Para una notificación en español, llame gratis al 1-877-749-7739
o visite nuestro www.AlignerLitigation.com.*

The United States District Court for the Northern District of California ordered this notice.

This is not an advertisement or solicitation from a lawyer.

You are not being sued.

- A lawsuit is pending in the United States District Court for the Northern District of California (the “Court”) against Align Technology, Inc. (“Align” or “Defendant”). Plaintiffs’ claims arise out of Align’s sale of certain of its Invisalign products to doctors.
- Plaintiffs allege that Align engaged in anticompetitive conduct, which resulted in Plaintiffs overpaying for certain Invisalign products. Plaintiffs assert claims against Defendant for violation of the federal Sherman Antitrust Act, 15 U.S.C. § 2, and various state antitrust and consumer protection statutes.
- On November 29, 2023, the Court certified a Class for purposes of litigating the merits of the case.
- Align denies any wrongdoing, and the Court has not decided whether Align did anything wrong. Plaintiffs must prove their claims against Align at a trial. There is no money available now, and no guarantee there will be.
- Your legal rights are affected whether you act or don’t act. These rights and options — **and the deadlines to exercise them** — are explained in this notice. **Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

DO NOTHING	Stay in this lawsuit. Await the outcome. Give up certain rights. By doing nothing, you will be bound by the Court’s judgment, whether favorable or not. You will keep open the possibility of getting money or benefits, if any are awarded, from this lawsuit. But you will give up any right to sue Align separately about the claims in this lawsuit.
ASK TO BE EXCLUDED POSTMARKED BY MARCH 18, 2024	Get out of this lawsuit. Get no benefits from it. Keep your legal rights. The Court will exclude from the Class any member who requests exclusion. If you ask to be excluded, you cannot get money or benefits, if any are awarded, from this lawsuit. But you will keep any right to sue Align separately about the claims in this lawsuit. This is the only option that allows you to retain your right to sue Align for claims that would otherwise be released by a judgment in the lawsuit, whether that judgment is favorable to the Class or not.
INTERVENE	Hire a lawyer to represent you in this lawsuit. You may hire your own lawyer to appear in court for you, but if you do, you may have to pay for that lawyer.

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BASIC INFORMATION ABOUT THE LAWSUIT

1. What is the lawsuit about?

The name of the lawsuit is *Snow v. Align Technology Inc.*, and it is pending in the United States District Court for the Northern District of California (Case No. 21:cv-03269-VC). Plaintiffs’ claims relate to Defendant’s sale of its Invisalign clear aligner products.

Plaintiffs allege that Defendant engaged in conduct that had the anticompetitive effect of allowing Align to unlawfully maintain and enhance a monopoly in an alleged aligner market. Plaintiffs allege this conduct is a violation of the federal Sherman Antitrust Act, 15 U.S.C. § 2, regarding a monopoly, and various state antitrust and consumer protection statutes.

You can read the operative Complaint at www.AlignerLitigation.com.

2. What is Defendant’s response?

Align denies that it did anything wrong. Align asserts that the challenged conduct is lawful. The Court has not concluded at this point that Align engaged in any wrongdoing. Align’s answer to the operative Complaint is at www.AlignerLitigation.com.

3. What are Plaintiffs asking for?

Plaintiffs are asking the Court to award Class members monetary damages equal to the difference in value, if any, between the price they paid for Invisalign and the price they should have paid, if not for Align's allegedly unlawful conduct. Plaintiffs are also asking for injunctive relief to stop Align's anticompetitive conduct.

Align disputes that Plaintiffs are entitled to any relief in the case, and also disputes that Plaintiffs are entitled to an award of monetary damages.

4. What has happened in the lawsuit?

Plaintiffs filed this action on May 3, 2021. Plaintiffs amended their complaint on July 30, 2021, which Defendant moved to dismiss. On September 30, 2021, the Court granted Defendant's motion with leave to amend. On October 21, 2021, Plaintiffs filed their Second Amended Class Action Complaint, which Defendant moved to dismiss. On February 16, 2022, the Court granted in part and denied in part Defendant's motion. On March 2, 2022, Plaintiffs filed their Third Amended Class Action complaint, which Defendant moved to dismiss. On March 16, 2022 the Court denied Defendant's motion.

On May 18, 2022, Defendant filed its answer to Plaintiffs' Third Amended Class Action complaint. On October 3, 2022, Plaintiffs filed a Fourth Amended Class Action complaint. On May 22, 2023 Plaintiffs filed a Fifth Amended Class Action complaint.

On November 20, 2023, Align filed a motion for summary judgment against all claims asserted by Plaintiffs. That motion is currently scheduled to be heard on January 25, 2024.

On November 29, 2023, the Court granted Plaintiffs' motion for class certification and certified the following Class: "All persons that purchased, paid and/or provided reimbursement for some or all of the purchase price for Invisalign Treatments that used any of the following types of Invisalign products—'Comprehensive', 'Moderate', 'GO', 'Teen', 'Assist Product Tracking', 'Lite', 'Express Ten', 'Multi-stage Comprehensive', or 'Assist' treatment—while residing in a relevant state, acquired for personal use during the period beginning July 1, 2018 until such time as the anticompetitive conduct alleged herein has ceased (the 'Class Period'). The relevant states are: Arizona, California, Maryland, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, North Carolina, and Oregon. Excluded from the Class are: (1) insurance providers; (2) Defendant, its subsidiaries, affiliate entities, and employees; and (3) all federal or state government entities or agencies."

You can read a public version of these documents at www.AlignerLitigation.com.

The Court has not made any determinations as to the merits of Plaintiffs' claims or Align's defenses to those claims. No money or benefits are available now, and there is no guarantee that money or benefits will be obtained. Plaintiffs must prove their claims against Align at a trial. The trial is currently scheduled for May 13, 2024. (See "The Trial" below in Section 15.)

5. What is a class action and who is involved?

In a class action lawsuit, one or more people called the "plaintiffs" sue on behalf of other people who have similar claims, called the "class members." In certifying a class, the court appoints the plaintiffs to serve as "class representatives." For the purposes of a class action lawsuit, one court will resolve the issues for all class members, except for those people who properly exclude themselves from the lawsuit, as described in Section 10 below.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

6. Am I part of the Class?

The Court has defined the class as: “All persons that purchased, paid and/or provided reimbursement for some or all of the purchase price for Invisalign Treatments that used any of the following types of Invisalign products—‘Comprehensive’, ‘Moderate’, ‘GO’, ‘Teen’, ‘Assist Product Tracking’, ‘Lite’, ‘Express Ten’, ‘Multi-stage Comprehensive’, or ‘Assist’ treatment—while residing in a relevant state, acquired for personal use during the period beginning July 1, 2018 until December 31, 2023 (the ‘Class Period’). The relevant states are: Arizona, California, Maryland, Massachusetts, Michigan, Minnesota, Nebraska, Nevada, North Carolina, and Oregon. Excluded from the Class are: (1) insurance providers; (2) Defendant, its subsidiaries, affiliate entities, and employees; and (3) all federal or state government entities or agencies.”

If you come within this definition, you are a member of the Class, unless you exclude yourself.

7. Are there exceptions to being included in the Class?

Yes. The Class excludes Class Counsel, any employees of Class Counsel, any officers, directors, or employees of Defendant’s and Defendant’s counsel, and the judge presiding over this case (as well as members of his immediate family and staff). The Class will also exclude anyone who properly requests to be excluded (see Section 10 below); insurance providers; Defendant, its subsidiaries, affiliate entities, and employees; and all federal or state government entities or agencies.

8. I’m still not sure if I’m a Class member. What do I do?

If you are still not sure whether you are included in the Class, you can get free help by calling or writing to the lawyers in this case at the phone number or address listed in Section 12 below.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this on or before March 18, 2024.

9. How do I stay in the Class?

You do not have to do anything to stay in the Class and participate in this class action. By doing nothing, you will keep the possibility of getting money or benefits, if any are awarded, from this lawsuit. If you stay in the Class and Plaintiffs obtain money or benefits, you will be notified about how to apply for a share. If you stay in the Class and Plaintiffs do not prevail, you will be bound by that judgment. Therefore, if you do nothing now, regardless of whether Plaintiffs win or lose, you will give up your right to sue or continue to sue Defendant as part of any other lawsuit about the same legal claims in this lawsuit. By staying in the Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit.

10. How do I exclude myself from the Class?

If you do not want to be a member of the Class, you can exclude yourself from (or “opt out” of) the Class by clicking www.AlignerLitigation.com and following the prompts.

You can also opt out by sending a letter by mail to the Class Notice Administrator. The exclusion letter must include:

- a) Your full name, address, and email;
- b) The name of this case: *Snow v. Align Technology, Inc.*, Case No. 21-cv-93269-VC; and
- c) A clear statement that you want to be excluded from the Class (e.g., “I/we hereby request I/we be excluded from the Class in *Snow v. Align Technology, Inc.*, Case No. 21-cv-03269-VC”).

The exclusion letter must be signed and dated, and postmarked no later than **March 18, 2024**. You must mail your exclusion letter to:

Snow v. Align Class Action
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

11. What happens if I exclude myself from the Class?

If you exclude yourself from the Class, you won’t get any money or benefits from this lawsuit, if any are awarded. By excluding yourself, however, you will retain any right you may have to sue Defendant about the same claims alleged in this lawsuit at your own expense.

THE LAWYERS REPRESENTING YOU

12. As a Class member, who represents me in this case?

The Court has appointed Plaintiffs Celeste Hamilton, Jaime Gooch, Tracy Mound, Katie Campbell, Jennifer Ezzio, Angela Carnaghi, Elisabeth Skibba, Justin Hansen, Cecelia Garay, Stephanie Rickenbaker, Misty Snow, and Emily Vo as Class Representatives and the following lawyers to represent you and other Class members:

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101

These lawyers are called “Class Counsel.” You may contact Class Counsel by writing to the address above, sending an email to info@AlignerLitigation.com, or calling 1-877-749-7739.

13. How will the lawyers be compensated? Will the Class Representatives receive any money?

Class Counsel represents the Class on a contingency-fee basis, which means that Class members do not incur any legal fees or out-of-pocket expenses. Class Counsel will request the Court to approve an award of attorneys’ fees and reimbursement of expenses. Class Counsel reserve the right to seek up to 30% of any future recovery that may occur in this Action. They also may ask for reasonable additional incentive awards for the Class Representatives from any future recovery that may occur in this Action. If approved, these fees, expenses, and incentive awards will be paid from any judgment if Plaintiffs win at trial.

14. **Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But if you want your own lawyer, you will have to hire, and potentially pay that lawyer. If you hire your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

THE TRIAL

15. **How and when will the Court decide who is right?**

The Court has scheduled a trial to decide who is right in this lawsuit. It is not certain that the trial will occur, as Align has filed a motion for summary judgment requesting that the Court enter judgment in its favor as a matter of law before any trial takes place.

If this matter proceeds to trial, Plaintiffs will have to prove their claims against Align, and Align will also have an opportunity to prove their defenses. The trial is currently scheduled to begin May 13, 2024. To check on the status of the trial date, please click www.AlignerLitigation.com.

During any trial, the jury will hear evidence to help the Court reach a decision about whether Plaintiffs or Align are right about the claims in the lawsuit. There is no guarantee that Plaintiffs will win or that they will get any money for the Class.

16. **Do I have to come to the trial?**

You do not need to attend the trial. Class Counsel will present Plaintiffs' claims, and Defendant will present the defenses to those claims. You or your own lawyer(s) are welcome to come at your own expense.

GETTING MORE INFORMATION

17. **How do I get more information?**

If you have any questions, you may contact Class Counsel listed above or the Class Notice Administrator at Snow v. Align Class Action, c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Certain case documents are available at: www.AlignerLitigation.com.

Complete copies of public pleadings, Court rulings, and other filings are available for review by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the Clerk's office. The address is Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue San Francisco, CA 94102. The Honorable Vince Chhabria is overseeing the Action.

You may also sign up to receive updates at www.AlignerLitigation.com.

Please do not contact the Judge, Defendant, or Defendant's attorneys regarding this matter.