

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MISTY SNOW, individually and on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

ALIGN TECHNOLOGY, INC.,

Defendant.

Case No. 3:21-CV-03269-VC

**DECLARATION OF CAMERON R.
AZARI, ESQ. REGARDING
IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN**

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

OVERVIEW

5. This declaration describes the successful implementation of the Settlement Notice Plan (“Notice Plan”) and notice (the “Notice” or “Notices”) for *Snow v. Align Technology, Inc.*, Case No.: 3:21-CV-03269-VC, pending in the United States District Court for the Northern District of California. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Notice Plan Declaration”) on August 29, 2024, (Dkt. 614), which described the Notice Plan, detailed Epiq’s class action notice experience, described Epiq’s data privacy, security procedures and protections, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs. I subsequently executed my *Amended Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Amended Notice Plan Declaration”) on April 24, 2025 (Dkt. 668), which detailed the amended Notice Plan to align with the revisions to the Settlement Agreement addressing the Court’s concerns regarding the remedies available to Settlement Class

Members. Epiq designed and implemented the Notice Plan based on our extensive prior experience and research into the notice issues particular to this Settlement. We designed and implemented a Notice Plan that is the best notice practicable under the circumstances to provide notice to the Settlement Class.

CAFA NOTICE

6. Pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715, on September 6, 2024, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 54 officials (the Attorneys General of 48 states, the District of Columbia, and the United States Territories). Per the direction of the Nevada and Connecticut Attorneys General, the CAFA Notice was sent to the Nevada and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated September 6, 2024, which is included as **Attachment 1**.

NOTICE PLAN METHODOLOGY

7. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Plan as implemented satisfied these requirements.

8. The Notice Plan as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Plan reached approximately 80% of the Settlement Class Members with an average frequency of approximately 2.0 times each combined with individual notice via email or mail and a digital and social media notice program. The reach was further enhanced by internet sponsored search listings, a nationwide press release, and a settlement website. “Reach” refers to the estimated percentage of the unduplicated audience

¹ Fed. R. Civ. P. 23(c)(2)(B).

exposed to the notice. “Frequency,” in contrast, refers to how many times, on average, each member of the target audience had the opportunity to view the notice. In my experience, the Notice Plan was consistent with other court-approved notice plans for class action settlements, was the best method practicable under the circumstances of this case and satisfied the requirements of due process, including its “desire to actually inform” requirement.² The Notice Plan also complied with the Court’s Standing Order for Civil Cases.

NOTICE PLAN DETAIL

9. On May 28, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Order Granting Preliminary Approval of the Proposed Settlement* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes only, the following “Settlement Class”:

All persons in the United States that purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022.

Excluded from the Settlement Class are: (i) Defendant, its subsidiaries, affiliate entities, and employees; (ii) any current or former Officers and directors of Align; (iii) any firm or entity in which any Defendant has or had a controlling interest; (iv) Defendant’s liability insurance carriers; (v) all federal or state government entities or agencies; (vi) Counsel for Plaintiffs and Defendants, including all employees; (vii) the judge presiding over the case and his immediate family members and staff; and (viii) the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such. Also excluded from the Settlement Class are any persons or entities that exclude themselves by submitting a request for exclusion that is accepted by the Court.

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”); see also *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must ‘present information about a proposed settlement neutrally, simply, and understandably.’ ‘Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.’”) (citations omitted).

10. After the Court's Preliminary Approval Order was entered, Epiq implemented the Notice Plan. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class Members. This declaration also discusses the administration activity to date.

NOTICE PLAN

Individual Notice

11. Class Counsel provided Epiq with 66 data files containing 21,240,772 potential Settlement Class Member records, including data Class Counsel subpoenaed from Google and Apple. Class Counsel identified one file provided by Smile Direct Club ("SDC") that contained 232,782 Settlement Class Member records for known, actual Settlement Class Members. The data included contact information for some, but not all records, including names, addresses, email addresses, purchase order information, and dates of birth. Also, for those records with contact information, some records included incomplete or irrelevant information. For example, some records did not have a usable first or last name for the potential Settlement Class Member, some records only had an email address, and some records with contact data included strings of random characters.

12. Epiq combined the data received, roll-up records, removed duplicate records, and loaded the unique, identified Settlement Class Members and potential Settlement Class Members into a database created for the Settlement. These efforts resulted in 232,768 unique, identified, known Settlement Class Member and 19,503,703 potential Settlement Class Member records for a combined total of 19,736,471 records. Of these records, 59,692 did not contain a valid email address or associated physical address and were not sent Notice, resulting in 19,676,779 records sent a notice.

Individual Notice – Email

13. On June 20, 2025, Epiq commenced sending 19,676,779 Email Notices to identified Settlement Class Members and potential Settlement Class Members for whom a valid email address was available. A slightly different version of the Email Notice was sent to identified Settlement Class Members versus identified, potential Settlement Class Members. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured

readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that increased the likelihood that the message was blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was transmitted with a unique message identifier. The Email Notices clearly described the Settlement and the legal rights of the Settlement Class Members. The Email Notices included an embedded link to the settlement website. By clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement.

14. If the receiving email server could deliver the message for any reason, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email. As of October 14, 2025, 3,766,476 Email Notices remain undeliverable after multiple attempts. The Email Notice sent to identified Settlement Class Members is included as **Attachment 2**. The Email Notice sent to potential Settlement Class Members is included as **Attachment 3**.

Individual Notice – Direct Mail

15. On June 27, 2025, Epiq commenced sending 286,771 Postcard Notices to 232,011 identified, known Settlement Class Members with an associated mailing address and to 54,760 potential, identified Settlement Class Members with an associated mailing address contained in the Apple data. A slightly different version of the Postcard Notice was sent to identified, known Settlement Class Members versus identified, potential Settlement Class Members. The Postcard Notices were sent via USPS first class mail. The Postcard Notices clearly and concisely summarized

the Settlement and the legal rights of the Settlement Class Members. The Postcard Notices also directed the recipients to the settlement website where they could access additional information. The Postcard Notice sent to identified, known Settlement Class Members is included as **Attachment 4**. The Postcard Notice sent to potential Settlement Class Members is included as **Attachment 5**.

16. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and were verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of October 14, 2025, Epiq has remailed 23,196 Postcard Notices. As of October 14, 2025, Epiq has received 35,835 undeliverable Postcard Notices, including remailed Postcard Notices that were returned as undeliverable.

18. Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

to all persons who requested one via the toll-free telephone number or by other means. As of October 14, 2025, Epiq mailed 141 Claim Packages as a result of such requests. The Long Form Notice in English is included as **Attachment 6**. The Claim Form is included as **Attachment 7**.

Notice Results

19. As of October 14, 2025, an Email Notice or Postcard Notice was delivered to 15,973,275 of the 19,736,471 unique, identified Settlement Class Members and potential Settlement Class Members. This means the individual notice efforts reached approximately 80.9% of the identified Settlement Class Members and potential Settlement Class Members.

Media Plan

Internet Digital Notice Campaign

20. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target Settlement Class Members as part of providing notice of class certification and/or a settlement for a class action case. According to MRI-Simmons data, 97% of all adults are online and 85% of all adults use social media.⁴

21. The Notice Plan included targeted digital advertising (“Digital Notices”) on the selected advertising network *Google Display Network*, which represent thousands of digital properties across all major content categories. Digital Notices were targeted to selected target audiences and were designed to encourage participation by Settlement Class Members—by linking directly to the settlement website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Digital Notices used language from the headline of the Long Form Notice, which allowed users to identify themselves as potential Settlement Class Members.

⁴ MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

22. Digital Notices were also placed on the social media sites *Facebook* and *Reddit*. The *Facebook* and *Reddit* internet Digital Notices were distributed to a variety of target audiences, including those relevant to an individual’s demonstrated interests and/or likes.

23. *Facebook* is the leading social networking site in the United States with 196.9 million users.⁵ *Reddit* is a widely used social forum website that contains more than one million communities known as subreddits. These communities cover specific topics making this an ideal platform to reach individuals with focused interests. *Reddit* has 200 million users in the United States.⁶

24. The Digital Notices were distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Digital Notices appeared on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Facebook*, and *Reddit* were targeted nationwide to reach Settlement Class Members. Digital Notices were also targeted (remarketed) to people who clicked on a Digital Notice.

25. More details regarding the target audiences, distribution, specific ad sizes of the Digital Notices, and the number of delivered impressions are included in the following table:

<i>Property</i>	<i>Target</i>	<i>Ad Sizes</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	Adults 18 - 55 and Intent audience ⁷ for Invisalign	728x90, 300x250, 300x600 & 970x250	55,824,806
<i>Google Display Network</i>	Adults 18 - 55 and Affinity audience ⁸ for Invisalign	728x90, 300x250, 300x600 & 970x250	56,702,519
<i>Facebook</i>	Adults 18 - 55	Newsfeed & Right Hand Column	75,613,205
<i>Reddit</i>	Adults 18 - 55 and subreddits r/Invisalign and/or r/braces	Reddit Feed Ads	3,873,114
TOTAL			192,013,644

⁵ Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁶ Statista 2025: Number of Reddit users in the United States from 2019 to 2028.

⁷ “Intent audience” allowed Epiq to target individuals who searched for information on this specific targeted content on the internet.

⁸ “Affinity audience” allowed Epiq to target specific websites, keywords, and/or relevant content the targeted users may have viewed.

26. Combined, approximately 192 million targeted impressions were generated by the Digital Notices. The Digital Notices ran from June 27, 2025, through August 7, 2025.⁹ Clicking on the Digital Notices linked the readers to the settlement website, where they could easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 8**.

Sponsored Search Listings

27. Sponsored search listings were acquired on the three most highly visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When search engine visitors searched on selected common keyword combinations related to the Settlement, the sponsored search listing was displayed at the top of the page prior to the search results or in the upper right-hand column. Representative search terms included word and phrase variations related to the Settlement. The sponsored search listings were displayed nationwide. All sponsored search listing ads linked directly to the settlement website.

28. The sponsored search listings began on June 27, 2025, and ran through August 7, 2025. The sponsored listings were displayed 55,703 times, which resulted in 2,928 clicks that displayed the settlement website. A complete list of the sponsored search keyword combinations is included as **Attachment 9**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 10**.

Informational Release

29. To build additional reach and extend exposures, on June 27, 2025, a party-neutral Informational Release (in English and Spanish) was issued broadly over *PR Newswire's U.S. Newswire* and *Hispanic Newswires* to approximately 13,000 general media (print and broadcast) outlets, including local newspapers, magazines, national wire services, television and radio

⁹ The third-party ad management platform, ClickCease was used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

broadcast media across the United States, as well as approximately 4,000 websites, online databases, internet networks and social networking media.

30. The *Hispanic Newsline* reached over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also included a guaranteed placement on 40+ Hispanic websites and/or news portals.

31. The Informational Release included the settlement website address and the toll-free telephone number. The Informational Release served a valuable role by providing additional notice exposures beyond notice that was provided by the paid media. The Informational Release is included as **Attachment 11**.

Settlement Website

32. On June 26, 2025, Epiq established a website for the Settlement with an easy-to-remember domain name (www.SDCAlignerSettlement.com). Settlement Class Members are able to obtain detailed information about the Settlement and review key documents, including the Complaint, Long Form Notice (in English or Spanish), Claim Form, Settlement Agreement, and other important court documents. In addition, the settlement website includes answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form or Request for Exclusion on the settlement website. The settlement website address was displayed prominently in all notice documents. As of October 14, 2025, there have been 508,537 unique visitor sessions to the settlement website, and 2,065,162 website pages have been presented. The Long Form Notice in Spanish is included as **Attachment 12**.

Toll-Free Telephone Number & Contact Information

33. On June 26, 2025, Epiq established a toll-free telephone number (1-888-788-8304) for the Settlement. Settlement Class Members are able to hear an introductory message and also have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. The toll-free telephone number was

prominently displayed in all notice documents. The automated telephone system is available 24 hours per day, 7 days per week. As of October 14, 2025, there have been 3,755 calls to the toll-free telephone number representing 11,778 minutes of use.

34. A postal mailing address was established and continues to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

35. The deadline to request exclusion from the Settlement or to object to the Settlement is October 30, 2025. As of October 14, 2025, Epiq has received approximately 2,000 requests for exclusion. As of October 14, 2025, Epiq is aware of four objections to the Settlement which are unrelated to notice or settlement administration. The redacted Objections are included as **Attachment 13**.

Claim Submission & Distribution Options

36. The Notices provided a detailed summary of relevant information about the Settlement, including the settlement website address. Notices for identified Settlement Class Members included information that Settlement Class Members who do not request exclusion from the Settlement will receive a payment automatically and how Settlement Class Members can choose to file a payment election form online or by mail to update their address, and/or elect to receive a digital payment (with various payment options) instead of a traditional paper check. Notices for potential Settlement Class Members included information on how Settlement Class Members can file a Claim Form online or by mail. Potential Settlement Class Members are also given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

37. The deadline for Settlement Class Members to file a Claim Form is October 27, 2025. As of October 14, 2025, Epiq has received 289,966 Claim Forms. Since the October 27, 2025, claim filing deadline has not yet passed, these numbers are preliminary. As standard

practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

38. Of the 289,966 Claim Forms received:

- **Known Settlement Class Members Sent Notices:** 10,877 Claim Forms were filed by those who did *not* need to file a Claim Form in order to receive an automatic check payment, but could update their email or mailing address, or elect a digital payment option on the Claim Form;
- **Potential Settlement Class Members Sent Notices:** 24,645 Claim Forms were filed by potential Settlement Class Members who were sent an individual notice and who *did* need to file a Claim Form to receive a payment; and
- **Potential Settlement Class Members Not Sent Direct Notice:** 254,444 Claims Forms were filed by those who were *not* sent direct Notice.

Fraud Prevention & Detection for Claim Submissions

39. Fraudulent claim filing is an unfortunate reality in many class action settlements in recent years. Given the current trends within the Class Action Industry with fraudulent claim filing by bad actors, some level of fraudulent claim filing is anticipated in a case like this. Epiq partners with the top resources in the industry to combat fraud, following best practices to deter and detect fraud. Epiq will conduct an analysis of Claim Forms by looking at numerous known indicators of indicia of fraud. Epiq anticipates that some portion of the total number of Claim Forms submitted will be deemed fraudulent.

CONCLUSION

40. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan provides information to

potential class members regarding their rights, possible benefits available, and how to exercise their rights or claim benefits. All of these requirements were met in this case.

41. The Notice Plan reached approximately 80% of the Settlement Class Members with individual direct notice via email or mail combined with additional digital and social media notice with an average frequency of approximately 2.0 times each. The reach was further enhanced by internet sponsored search listings, a nationwide press release, and a settlement website. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”¹⁰ Here, we have developed a Notice Plan that readily achieved a reach within that standard.

42. The Notice Plan followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

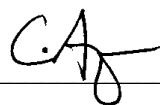
43. The Notice Plan as implemented provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rules of Civil Procedure Rule 23 regarding notice as well as the N.D. Cal. Procedural Guidance for Class Action Settlements, and the Court’s Standing Order for Civil Cases, comported with the guidance for effective notice stated in the

¹⁰ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

44. The Notice Plan schedule afforded adequate time to provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines. Settlement Class Members have at least 35 days from the notice completion date until the opt-out and objection deadlines.¹¹

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed October 16, 2025.

A handwritten signature in black ink, appearing to read 'C. Azari', is written above a horizontal line.

Cameron R. Azari, Esq.

¹¹ See N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval ¶ 9 (discussing the timeline for class members to opt-out).

Attachment 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MISTY SNOW, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

ALIGN TECHNOLOGY, INC.,

Defendant.

Case No. 3:21-cv-03269-VC

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Align Technology, Inc., 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On September 6, 2024, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 54 officials (the Attorneys General of 48 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada and Connecticut Attorneys General, the Notice was sent to the Nevada and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

9. The cover letter was accompanied by a CD, which included the following:
- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Class Action Complaint (filed May 3, 2021);
 - First Amended Class Action Complaint (July 30, 2021);
 - Second Amended Class Action Complaint (filed October 21, 2021);
 - Third Amended Class Action Complaint (filed March 15, 2022);
 - Fourth Amended Class Action Complaint (filed October 3, 2022); and
 - Fifth Amended Class Action Complaint (filed May 22, 2023).
 - b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Long Form Notice (*Exhibit H to Plaintiffs’ Notice of Filing of Revised Documents*);
 - Email Notice (*Exhibit I to Plaintiffs’ Notice of Filing of Revised Documents*);
 - Postcard Notice (*Exhibit J to Plaintiffs’ Notice of Filing of Revised Documents*);
 - Claim Form (*Exhibit K to Plaintiffs’ Notice of Filing of Revised Documents*); and
 - Opt-Out Form (*Exhibit L to Plaintiffs’ Notice of Filing of Revised Documents*).
 - c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
 - Joint Stipulation and Order Granting Extension of Deadline for Plaintiffs to file Unopposed Motion for Preliminary Approval of Settlement;
 - Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Align Technology, Inc.;

- Declaration of Steve W. Berman in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement with Align Technology, Inc.;
 - Settlement Agreement (*Exhibit A to the Declaration of Steve W. Berman*);
- Declaration of Cameron R. Azari, Esq Regarding Notice Plan;
- Declaration of Named Representative Dana Bozian in Support of Plaintiffs' Unopposed Motion for Preliminary Settlement Approval;
- Declaration of Named Representative Mike Casad in Support of Plaintiffs' Unopposed Motion for Preliminary Settlement Approval;
- Declaration of Named Representative James Eaton in Support of Plaintiffs' Unopposed Motion for Preliminary Settlement Approval;
- Plaintiffs' Notice of Filing of Revised Documents Regarding Motion for Preliminary Settlement Approval; and
 - [Proposed] Order Granting Preliminary Approval of the Proposed Settlement (*Exhibit G to Plaintiffs' Notice of Filing of Revised Documents*).

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 6, 2024.



KYLE S. BINGHAM

Attachment 1

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	Utah State Capitol Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	3rd Floor PO Box 7	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

September 6, 2024

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendant Align Technology, Inc. relating to the proposed settlement of a class action lawsuit.

- **Case:** *Snow v. Align*, Case No. 3:21-CV-03269-VC.
- **Court:** United States District Court for Northern District of California.
- **Defendant:** Align Technology, Inc.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:

1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- Class Action Complaint (filed May 3, 2021);
- First Amended Class Action Complaint (July 30, 2021);
- Second Amended Class Action Complaint (filed October 21, 2021);
- Third Amended Class Action Complaint (filed March 15, 2022);
- Fourth Amended Class Action Complaint (filed October 3, 2022); and
- Fifth Amended Class Action Complaint (filed May 22, 2023).

2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a Preliminary Approval Hearing for September 19, 2024.

3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

- Long Form Notice (*Exhibit H to Plaintiffs’ Notice of Filing of Revised Documents*);
- Email Notice (*Exhibit I to Plaintiffs’ Notice of Filing of Revised Documents*);
- Postcard Notice (*Exhibit J to Plaintiffs’ Notice of Filing of Revised Documents*);
- Claim Form (*Exhibit K to Plaintiffs’ Notice of Filing of Revised Documents*); and
- Opt-Out Form (*Exhibit L to Plaintiffs’ Notice of Filing of Revised Documents*).

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
- Joint Stipulation and Order Granting Extension of Deadline for Plaintiffs to file Unopposed Motion for Preliminary Approval of Settlement;
 - Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Align Technology, Inc.;
 - Declaration of Steve W. Berman in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Align Technology, Inc.;
 - Settlement Agreement (*Exhibit A to the Declaration of Steve W. Berman*);
 - Declaration of Cameron R. Azari, Esq Regarding Notice Plan;
 - Declaration of Named Representative Dana Bozian in Support of Plaintiffs’ Unopposed Motion for Preliminary Settlement Approval;
 - Declaration of Named Representative Mike Casad in Support of Plaintiffs’ Unopposed Motion for Preliminary Settlement Approval;
 - Declaration of Named Representative James Eaton in Support of Plaintiffs’ Unopposed Motion for Preliminary Settlement Approval;
 - Plaintiffs’ Notice of Filing of Revised Documents Regarding Motion for Preliminary Settlement Approval; and
 - [Proposed] Order Granting Preliminary Approval of the Proposed Settlement (*Exhibit G to Plaintiffs’ Notice of Filing of Revised Documents*).
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** At this time, the defendant does not know and cannot feasibly determine the names of the class members residing in each state, and therefore cannot feasibly estimate the proportionate share of the claims of such members to the entire settlement pursuant to 28 U.S.C. §1715(b)(7)(A) and (B).
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

From: Settlement Administrator <SDCAAlignerSettlement@e.epiqnotice.com>
To: [REDACTED]
Subject: Court Ordered Notice of Class Action Lawsuit

Unique ID: [REDACTED]

If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners beginning October 22, 2017, until August 18, 2022, you may be entitled to Settlement benefits.

Para una notificación en español, llame gratis al 1-888-788-8304 o visite nuestro www.SDCAAlignerSettlement.com.

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

A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology Inc. ("Align" or "Defendant") in *Snow v. Align Technology Inc.*, Case No. 3:21-CV-03269 (N.D. Cal.) which may affect your rights. Plaintiffs allege that Align caused Settlement Class Members to overpay for certain SmileDirectClub products. Align denies all allegations and the Court has not decided that Align did anything wrong.

The purpose of this notice is to provide information about this Settlement and explain your rights and options. Your legal rights may be affected whether you act or do not act. Please read this notice carefully.

Am I a Settlement Class Member?

SmileDirectClub records indicate you are a Settlement Class Member. You are a Settlement Class Member if you are in the United States and you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017, until August 18, 2022. Excluded from the Settlement Class are: (1) Defendant, its subsidiaries, affiliate entities, officers, directors, insurance providers and employees; (2) all federal or state government entities or agencies; (3) Plaintiffs' and Defendant's counsel and employees; (4) the judge presiding over the case and his immediate family members and staff.

What is this Lawsuit About?

Plaintiffs' legal claims arise out of Align's relationship with SmileDirectClub LLC and the sale of certain SmileDirectClub products to consumers. Plaintiffs allege that Defendant entered into anticompetitive conduct, which resulted in Plaintiffs overpaying for certain SmileDirectClub products. Plaintiffs allege this conduct is a violation of the federal Sherman Antitrust Act, 15 U.S.C. § 1. Align denies any wrongdoing, and the Court has not decided whether Align did anything wrong.

What Does the Settlement Provide?

You have been identified as a purchaser of SmileDirectClub aligners and therefore are a Settlement Class Member. If the Settlement is approved, you will receive an automatic pro rata (a legal term meaning equal share) cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who is already considered to have a valid claim and each Settlement Class Member who files a timely and valid Claim Form for a pro rata cash payment for their equal share of the net Settlement Fund after subtracting fees and expenses. It is currently estimated that Settlement Class Members with valid claims will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims. This payment will be made by check. In the alternative, you can submit a form online to specify your preferred method of electronic payment.

What Are Your Rights and Options?

If you do not want to remain a Settlement Class Member and if you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Defendant, you must exclude yourself by submitting an opt out request online [here](#) by **October 30, 2025**, or by mailing a written request for exclusion postmarked by **October 30, 2025**, to the Settlement Administrator.

If you do not opt out, you may object to the Settlement by submitting your written objection by **October 30, 2025**, to the Settlement Administrator. **You can give reasons why you think the Court should not approve it. The Court will consider your views. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no pro rata cash payments will be sent out, and the lawsuit will continue.**

The Long Form Notice on the Settlement Website has instructions on how to opt out or object and is available [here](#). Opt-outs can be made electronically through the Settlement Website.

If you do nothing, you will still receive an automatic pro rata cash payment, and you will be bound by the Settlement, Court order, and judgment.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **November 20, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 25% of the Settlement Fund plus reimbursement of expenses, incentive awards, and any objections to the Settlement. If you timely object, you or your lawyer may attend the hearing, but you are not required to do so. The court can only approve or deny the Settlement and cannot change the terms of the

Settlement. **You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.**

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website (www.SDCAlignerSettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system to confirm the date of the Final Approval Hearing has not changed. You can access PACER by visiting <https://pacer.login.uscourts.gov/>.

How Do I Get More Information?

This notice is only a summary. You can find more details about the Settlement [here](#) or by calling toll-free 1-888-788-8304.

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the lawsuit at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

You can also access and retrieve documents from the Court's docket by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIMS PROCESS.

If [REDACTED] should not be subscribed or if you need to change your subscription information for Snow v Align Technology, Inc, [please use this preferences page](#).

Attachment 3

From: Settlement Administrator <SDCAAlignerSettlement@e.epiqnotice.com>
To: [REDACTED]
Subject: Court Ordered Notice of Class Action Lawsuit

Potential Settlement Class Members Notice

Unique ID: [REDACTED]

If you purchased or paid for some of the purchase price for SmileDirectClub clear aligners between October 22, 2017, and August 18, 2022, you may be entitled to Settlement benefits.

Para una notificación en español, llame gratis al 1-888-788-8304 o visite nuestro www.SDCAAlignerSettlement.com.

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

A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology Inc. ("Align" or "Defendant") in *Snow v. Align Technology Inc.*, Case No. 3:21-CV-03269 (N.D. Cal.) which may affect your rights. Plaintiffs allege that Align caused Settlement Class Members to overpay for certain SmileDirectClub products. Align denies all allegations and the Court has not decided that Align did anything wrong.

The purpose of this notice is to provide information about this Settlement and explain your rights and options. Your legal rights may be affected whether you act or do not act. Please read this notice carefully.

Am I A Settlement Class Member?

SmileDirectClub records indicate you are a potential Settlement Class Member. You are a Settlement Class Member if you are in the United States and you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017, until August 18, 2022. Excluded from the Settlement Class are: (1) Defendant, its subsidiaries, affiliate entities, officers, directors, insurance providers and employees; (2) all federal or state government entities or agencies; (3) Plaintiffs' and Defendant's counsel and employees; (4) the judge presiding over the case and his immediate family members and staff.

What is this Lawsuit About?

Plaintiffs' legal claims arise out of Align's relationship with SmileDirectClub LLC and the sale of certain SmileDirectClub products to consumers. Plaintiffs allege that Defendant entered into anticompetitive conduct, which resulted in Plaintiffs overpaying for certain SmileDirectClub products. Plaintiffs allege this conduct is a violation of the federal Sherman Antitrust Act, 15 U.S.C. § 1. Align denies any wrongdoing, and the Court has not decided whether Align did anything wrong.

WHAT DOES THE SETTLEMENT PROVIDE?

Settlement Class Members may be entitled to a pro rata (a legal term meaning equal share) cash payment. If you are a Settlement Class Member, then you may file a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who files a timely and valid Claim Form a pro rata cash payment for their equal share of the Settlement Fund after subtracting fees and expenses. It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.

The pro rata cash payment amount may increase if the number of timely and valid Claim Forms do not use the entire net Settlement Fund. Alternatively, if the amount of timely and valid Claim Forms exceeds the amount of the net Settlement Fund, the pro rata cash payment amount may be reduced below the estimated amount, but will not be less than \$10.

To receive Settlement benefits, you must submit a timely and valid Claim Form online or by mail **postmarked by October 27, 2025**.

What are your Rights and Options?

If you do not want to remain a Settlement Class Member and if you do not want to be legally bound by the terms of the Settlement, or if you wish to pursue your own separate lawsuit against Defendant, you must exclude yourself by submitting an opt out request online [here](#) by **October 30, 2025**, or by mailing a written request for exclusion postmarked by **October 30, 2025**, to the Settlement Administrator.

If you do not opt out, you may object to the Settlement by submitting your written objection by **October 30, 2025**, to the Settlement Administrator. **You can give reasons why you think the Court should not approve it. The Court will consider your views. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no pro rata cash payments will be sent out, and the lawsuit will continue.**

The Long Form Notice on the Settlement Website has instructions on how to opt out or object and is available [here](#). Opt-outs can be made electronically through the Settlement Website.

If you do nothing you will not receive a pro rata cash payment and you will be bound by the Settlement and any judgments and orders.

When and where will the court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **November 20, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 25% of the Settlement Fund plus reimbursement of expenses, incentive awards, and any objections to the Settlement. If you timely object, you or your lawyer may attend the hearing, but you are not required to do so. The court can only approve or deny the Settlement and cannot change the terms of the Settlement. **You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.**

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website (www.SDCAlignerSettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system to confirm the date of the Final Approval Hearing has not changed. You can access PACER by visiting <https://pacer.login.uscourts.gov/>.

How do I get more information?

This notice is only a summary. You can find more details about the Settlement [here](#) or by calling toll-free 1-888-788-8304.

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the lawsuit at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

You can also access and retrieve documents from the Court's docket by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIMS PROCESS.

If [REDACTED] should not be subscribed or if you need to change your subscription information for Snow v Align Technology, Inc, [please use this preferences page](#).

AL453_v02

Attachment 4

Snow v. Align Class Action
Settlement Administrator
PO Box 2830
Portland, OR 97208-2830

Unique ID: [REDACTED]

**If you purchased, paid,
and/or provided reimbursement
for some or all of the purchase
price for SmileDirectClub aligners
beginning October 22, 2017 until
August 18, 2022, you may be
entitled to Settlement benefits.**

*A Court has authorized this Notice.
This is **not** a solicitation from a lawyer.*

NOTICE OF CLASS ACTION LAWSUIT

www.SDCAlignerSettlement.com

1-888-788-8304

*Para una notificación en español, llame
gratis al 1-888-788-8304 o visite nuestro
www.SDCAlignerSettlement.com.*

[REDACTED]

A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology Inc. ("Align" or "Defendant") in *Snow v. Align Technology Inc.*, Case No. 3:21-CV-03269 (N.D. Cal.) which may affect your rights. Plaintiffs allege that Align caused Settlement Class Members to overpay for certain SmileDirectClub products. Align denies all allegations and the Court has not decided that Align did anything wrong.

Am I a Settlement Class Member? SmileDirectClub records indicate you are a Settlement Class Member. You are a Settlement Class Member if you are in the United States and you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022. Excluded from the Settlement Class are: (1) Defendant, its subsidiaries, affiliate entities, officers, directors, insurance providers and employees; (2) all federal or state government entities or agencies; (3) Plaintiffs' and Defendant's counsel and employees; (4) the judge presiding over the case and his immediate family members and staff.

What does the Settlement Provide? You have been identified as a purchaser of SmileDirectClub aligners and therefore are a Settlement Class Member. If the Settlement is approved, then you will receive an automatic pro rata (a legal term meaning equal share) cash payment. It is estimated that the pro rata cash payment will be between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims. This payment will be made by check.

In the alternative, you can submit a form online to specify your preferred method of electronic payment by **October 27, 2025**.

Other Options. If you do not want to be legally bound by the Settlement, you must opt out of the Settlement online or by mail postmarked by **October 30, 2025**. If you do not opt out, you will give up the right to sue Align and the Released Parties about the legal claims in the lawsuit. If you do not opt out, you may object to the Settlement by **October 30, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will be bound by the Settlement, Court orders and judgment. If you do nothing, you will still receive an automatic pro rata cash payment. The Court will hold a Final Approval Hearing on **November 20, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 25% of the Settlement Fund plus reimbursement of expenses, incentive awards, and any objections to the Settlement. If you submit a written objection, then you or your lawyer may speak at the Final Approval Hearing about your objection. **You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.**

Where can I get more information? Please visit www.SDCAlignerSettlement.com or call, toll-free 1-888-788-8304 to obtain more complete information about the lawsuit and your rights. You may also contact class counsel at: contactus@hbsslaw.com. AL4452 v.02

Attachment 5

Snow v. Align Class Action
Settlement Administrator
PO Box 2830
Portland, OR 97208-2830



Unique ID: [REDACTED]

If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits.

*A Court has authorized this Notice. This is **not** a solicitation from a lawyer.*

NOTICE OF CLASS ACTION LAWSUIT

www.SDCAlignerSettlement.com
1-888-788-8304

Para una notificación en español, llame gratis al 1-888-788-8304 o visite nuestro www.SDCAlignerSettlement.com.



1
1



A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology Inc. ("Align" or "Defendant") in *Snow v. Align Technology Inc.*, Case No. 3:21-CV-03269 (N.D. Cal.) which may affect your rights. Plaintiffs allege that Align caused Settlement Class Members to overpay for certain SmileDirectClub products. Align denies all allegations and the Court has not decided that Align did anything wrong.

Am I a Settlement Class Member? SmileDirectClub records indicate you are a potential Settlement Class Member. You are a Settlement Class Member if you are in the United States and you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022. Excluded from the Settlement Class are: (1) Defendant, its subsidiaries, affiliate entities, officers, directors, insurance providers and employees; (2) all federal or state government entities or agencies; (3) Plaintiffs' and Defendant's counsel and employees; (4) the judge presiding over the case and his immediate family members and staff.

What does the Settlement Provide? Settlement Class Members may be entitled to a pro rata (a legal term meaning equal share) cash payment. If you are a Settlement Class Member, then you may file a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who files a timely and valid Claim Form a pro rata cash payment for their equal share of the net Settlement Fund after subtracting fees and expenses. It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each

receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.

To receive Settlement benefits, you must submit a timely and valid Claim Form online or by mail postmarked by **October 27, 2025**.

Other Options. If you do not want to be legally bound by the Settlement, you must opt out of the Settlement online or by mail postmarked by **October 30, 2025**. If you do not opt out, you will give up the right to sue Align and the Released Parties about the legal claims in the lawsuit. If you do not opt out, you may object to the Settlement by **October 30, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will not receive a pro rata cash payment, and you will be bound by the Settlement, Court orders and judgment. The Court will hold a Final Approval Hearing on **November 20, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 25% of the Settlement Fund plus reimbursement of expenses, incentive awards, and any objections to the Settlement. If you submit a written objection, then you or your lawyer may speak at the Final Approval Hearing about your objection. **You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.**

Where can I get more information? Please visit www.SDCAlignerSettlement.com or call, toll-free 1-888-788-8304 to obtain more complete information about the lawsuit and your rights. You may also contact class counsel at: contactus@hbsslaw.com. AL4422 v.02

Attachment 6

If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits.

Para una notificación en español, llame gratis al 1-888-788-8304 o visite nuestro www.SDCAlignerSettlement.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 \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology, Inc. (“Align” or “Defendant”). Plaintiffs’ legal claims arise out of Align’s relationship with SmileDirectClub LLC and the sale of certain SmileDirectClub products to consumers. Plaintiffs allege that Align engaged in anticompetitive conduct, which resulted in Plaintiffs overpaying for certain SmileDirectClub products. Plaintiffs assert legal claims against Defendant for violation of the federal Sherman Antitrust Act, 15 U.S.C. § 1. Align denies any wrongdoing, and the Court has not decided whether Align did anything wrong.
- You are a “Settlement Class Member” if you are part of this group: All persons in the United States that purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022.
- Settlement Class Members may be entitled to a cash payment. Settlement Class Members identified in SmileDirectClub’s records as a purchaser will be considered to have a valid claim and will receive an automatic pro rata cash payment if the Settlement is approved. If you are not identified in these records, and you are a Settlement Class Member, you may file a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who is already considered to have a valid claim and each Settlement Class Member who files a timely and valid Claim Form for a pro rata cash payment for their equal share of the net Settlement Fund after subtracting fees and expenses. **It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.**
- 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		DEADLINE
SUBMIT A CLAIM	Settlement Class Members who do not automatically receive cash payments may file a timely and valid Claim Form for a pro rata cash payment. You will give up the right to sue the Defendant in a separate lawsuit about the legal claims or factual allegations this Settlement resolves.	October 27, 2025

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

DO NOTHING	<p>Stay in this lawsuit. Maybe receive no compensation. Give up certain rights.</p> <p>By doing nothing, you will be bound by the Court’s judgment and orders regarding the Settlement. You may not receive money. Settlement Class Members with an automatic cash payment do not need to submit a Claim Form to receive their pro rata payment.</p>	
EXCLUDE YOURSELF	<p>Get out of this lawsuit. Get no benefits from it. Keep your legal rights. The Court may exclude you if you request exclusion. If you ask to be excluded, you cannot get money. But you will keep any right to sue Align and the Released Parties separately about the legal claims in this lawsuit. This is the only option that allows you to keep your right to sue Align and the Released Parties for legal claims that would otherwise be released by a settlement in the lawsuit, whether you think the Settlement favorable to the Settlement Class or not.</p>	Postmarked by October 30, 2025.
OBJECT	<p>Tell the Court why you do not like the Settlement. If you do not opt out of the Settlement, you may object to it by writing to the Court about why you do not like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may still file a Claim Form for a pro rata cash payment.</p>	Postmarked by October 30, 2025.

BASIC INFORMATION ABOUT THE LAWSUIT

1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Vince Chhabria of the United States District Court for the Northern District of California is overseeing this class action. The lawsuit is known as *Snow v. Align Technology Inc.*, Case No. 21:cv-03269- VC (the “lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Align, is called the “Defendant.”

2. 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’ legal claims relate to Defendant’s relationship with SmileDirectClub LLC, and the sale of SmileDirectClub aligners.

Plaintiffs allege that Defendant entered into an anticompetitive agreement with SmileDirectClub that suppressed competition in the alleged direct-to-consumer aligner market. Plaintiffs allege this conduct is a violation of the federal Sherman Act 15 U.S.C. § 1.

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

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

3. What is the Defendant's response?

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

4. What does the Settlement provide?

Plaintiffs are asking the Court to approve a \$31.75 million Settlement between the Settlement Class Members and Align.

Settlement Class Members who purchased SmileDirectClub aligners are eligible for a cash payment from the Settlement Fund. Settlement Class Members identified in SmileDirectClub's records as purchasers are considered to have valid claims and will receive an automatic pro rata cash payment. If you are not identified in these records, and you are a Settlement Class Member, you may file a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who is already considered to have a valid claim and each Settlement Class Member who files a timely and valid Claim Form a pro rata cash payment for their equal share of the net Settlement Fund after subtracting fees and expenses. It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.

If you are not sure whether you have been identified as a Settlement Class Member, then you may contact Class Counsel or the Settlement Administrator.

5. How much will my payment be?

If you are a Settlement Class Member identified as a purchaser in SmileDirectClub's records, you will be considered to have a valid claim and will receive an automatic pro rata cash payment. If you have not been identified as a Settlement Class Member but you are a Settlement Class Member, you may submit a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who is already considered to have a valid claim and each Settlement Class Member who files a timely and valid Claim Form a pro rata cash payment for their equal share of the net Settlement Fund, after subtracting fees and expenses. It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.

Ultimately, Settlement Class Members with valid claims or who submit timely and valid Claim Forms will all receive the same pro rata cash payment, regardless of whether they have been identified as a purchaser in SmileDirectClub's records.

The following items will be deducted from the Settlement Fund: attorneys' fees and expense reimbursement awarded by the Court, Service Awards for class representative awarded by the Court, costs and expenses associated with class notice and administration of the settlement. The amount remaining will be the "net" Settlement Fund and will be used to provide pro rata cash payments to Settlement Class Members with valid claims or who submit timely and valid Claim Forms.

6. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for all Settlement Class Members because of the benefits available to the Settlement Class Members compared to the risks and uncertainty associated with continuing the lawsuit.

To read about the history of this lawsuit, please visit the Settlement Website at www.SDCAlignerSettlement.com.

7. 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.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

8. Am I part of the Settlement Class?

The Court has defined the Settlement Class as: All persons in the United States that purchased, paid and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022.

If you fit this definition, you are a Settlement Class Member, unless you exclude yourself.

9. Are there exceptions to being included in the Settlement Class?

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

10. I’m still not sure if I’m a Settlement Class Member. What do I do?

If you are still not sure whether you are a Settlement Class Member, you can get free help by calling or writing to Class Counsel at the phone number or address listed below. You may also visit the Settlement Website at www.SDCAlignerSettlement.com or call the Settlement Administrator’s toll-free phone number at 1-888-788-8304.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class, file a Claim Form, ask to be excluded, object to the Settlement, or do nothing.

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

11. How do I make a claim for Settlement benefits?

You must submit a timely and valid Claim Form to receive the maximum Settlement benefits. Your Claim Form must be submitted online at www.SDCAlignerSettlement.com by **October 27, 2025**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **October 27, 2025**. Claim Forms are also available on the Settlement Website at www.SDCAlignerSettlement.com or by calling 1-888-788-8304 or by writing to:

Snow v. Align Class Action
Settlement Administrator
PO Box 2830
Portland, OR 97208-2830

If you have been identified by records as a Settlement Class Member with a valid claim, then you do not need to file a Claim Form to receive your automatic pro rata cash payment. If you are a Settlement Class Member who has not been identified in SDC's records, then you may file a timely and valid Claim Form for a pro rata cash payment.

12. When will I receive my Settlement benefits?

If you file a timely and valid Claim Form or if you are receiving an automatic cash payment, cash payments will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.SDCAlignerSettlement.com for updates.

13. What happens if I do nothing at all?

If you have been identified by SmileDirectClub as a purchaser, you will be considered to have a valid claim and will automatically receive your pro rata cash payment. However, if you have not been identified in these records and you are a Settlement Class Member and you do nothing, you will not receive a pro rata cash payment. All Settlement Class Members who do nothing will give up their right to sue or continue to sue the Released Parties as part of any other lawsuit about the same legal claims in this lawsuit. By staying in the Settlement Class, you will also be legally bound by all of the orders the Court issues and the judgment the Court makes in this lawsuit. The specific rights you are giving up are called "Released Claims."

14. What are the Released Claims?

Unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Align and the Released Parties about any of the legal claims this Settlement resolves. The "Released Claims" section in the Settlement Agreement describes the legal claims that you give up ("release") if you remain in the Settlement Class.

The "Released Claims" include any and all manner of federal and state claims against Align regardless of the cause of action arising from or relating to conduct that was alleged or could have been alleged in the Action based on the identical factual predicate for the claims alleged in the Action. The Released Claims include any claims arising from any agreement between Align and SDC that was a factual predicate in this Action.

Further information about the Released Claims can be found in the Settlement Agreement available at paragraphs 24 through 26.

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you may contact Class Counsel listed for free, or you can talk to your own lawyer at your own expense.

15. How do I exclude myself from the Class?

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

If you do not want to be a member of the Settlement Class, you can exclude yourself from (or “opt out” of) the Settlement Class online at www.SDCAlignerSettlement.com.

You can also opt out by submitting a written request to the Settlement Administrator. The exclusion request must include:

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

The exclusion request must be signed, dated, and **mailed and postmarked by October 30, 2025**. You must mail your exclusion letter to:

Snow v. Align Class Action
ATTN: Exclusion Request
P.O. Box 2830
Portland, OR 97208-2830

You may also submit your exclusion electronically, utilizing an opt-out form (“Request for Exclusion from Class Form”) that is available at www.SDCAlignerSettlement.com.

You cannot opt out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt out hasn’t been signed by each and every individual Settlement Class Member will not be allowed.

16. What happens if I exclude myself from the Settlement Class?

If you exclude yourself from the Settlement Class, you won’t get any money or benefits from this lawsuit. By excluding yourself, however, you will keep any right you may have to sue the Released Parties about the same legal claims alleged in this lawsuit at your own expense.

17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can choose to object to the Settlement or attorneys’ fees and expenses. You can ask the Court to deny approval by filing an objection. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can’t ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no pro rata cash payments will be sent out, and the lawsuit will continue.

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

Any objections from Settlement Class Members regarding the Settlement Agreement must be submitted in writing, **mailed and postmarked** on or before **October 30, 2025** to:

Snow v. Align Class Action
ATTN: Objections
P.O. Box 2830
Portland, OR 97208-2830

Your objection must include:

- (a) the case name and number: *Snow v. Align Technology, Inc.*, Case No. 21-cv-03269-VC (N.D. Cal.);
- (b) your full name, address, telephone number, and email address;
- (c) the full name, address, telephone number, and email address of your lawyer (if you are represented by a lawyer);
- (d) a statement of whether your objection applies only to you, to a specific subset of the class, or to the entire class;
- (e) a statement of the number of times in which you (and, where applicable, your lawyer) have objected to a class action settlement, along with the caption of each case in which you (or your lawyer) made such objection;
- (f) a statement of whether you have sold or otherwise transferred the right to their recovery in this lawsuit to another person or entity, and, if so, the identity of that person or entity;
- (g) a statement of the specific grounds for the objection, including any legal or factual support and any evidence in support of the objection;
- (h) a statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through lawyer; and
- (i) your signature.

These requirements may be excused by the Court upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection.

You or your lawyer may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating whether you or your lawyer intend to appear at the Final Approval Hearing. This requirement may be excused by the Court upon a showing of good cause. You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this lawsuit?

The Court has appointed the following lawyer as Class Counsel to represent you and the Settlement Class for purposes of this Settlement:

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

This lawyer is called “Class Counsel.” You may contact Class Counsel by writing to the address above, emailing contactus@hbsslw.com, or by calling 1-206-623-7292.

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

Class Counsel represents the Settlement Class on a contingency-fee basis, which means that Settlement Class Members do not pay 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, if awarded, would be paid from the Settlement Fund. Class Counsel reserves the right to seek up to 25% of the Settlement Fund plus reimbursement of expenses. They also may ask for reasonable additional incentive awards in the amount of \$7,500 for each of the Class Representatives from any future recovery that may occur in this lawsuit. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees, expenses, and the incentive awards will be made available on the Settlement Website at www.SDCAlignerSettlement.com before the deadline to object to the Settlement.

21. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel represents you. But if you want your own lawyer, you will have to hire one, and potentially pay that lawyer. If you hire your own lawyer, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **November 20, 2025, at 2:00 p.m.** before the Honorable Vince Chhabria at the United States District Court for the Northern District of California San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel’s application for attorneys’ fees, and expenses, and the incentive awards to the Class Representatives. The court can only approve or deny the Settlement and cannot change the terms of the Settlement.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by

Questions? Go to www.SDCAlignerSettlement.com or call 1-888-788-8304

telephone. You should check the Settlement Website (www.SDCAlignerSettlement.com) or the Court's Public Access to Court Electronic Records (PACER) system to confirm the date of the Final Approval Hearing has not changed. You can access PACER by visiting <https://pacer.login.uscourts.gov/>.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you timely mail your written objection, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider your objection if it was filed on time. You may also speak at the Final Approval hearing without submitting a written objection upon a showing of good cause.

GETTING MORE INFORMATION

24. How do I get more information?

If you have any questions, you may contact Class Counsel listed above or the Settlement Administrator at 1-888-788-8304, by visiting the website www.SDCAlignerSettlement.com, or writing to Snow v. Align Class Action, Settlement Administrator, PO Box 2830, Portland, OR 97208-2830.

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at: www.SDCAlignerSettlement.com.

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the lawsuit at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

You can also access and retrieve documents from the Court's docket by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIMS PROCESS.

Attachment 7

CLAIM FORM SDC ALIGNER SETTLEMENT

This Claim Form is for use in submitting a Claim for a Cash Benefit in the Settlement between Plaintiffs and Align Technology, Inc. Further information about the litigation and additional copies of this Claim Form are available at www.SDCAlignerSettlement.com.

The Court has defined the class as: All persons in the United States that purchased, paid and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017, until August 18, 2022, (the "Class Period").

If you fit this definition, you are a Settlement Class Member, unless you exclude yourself.

Settlement Class Members who purchased certain SmileDirectClub clear aligner products may be eligible for a cash payment from the Settlement Fund. This payment will be calculated on a pro rata (a legal term meaning equal share) basis after deducting any attorneys' fees and expense reimbursement awarded by the Court, Service Awards for class representative awarded by the Court, and costs and expenses associated with class notice and administration of the Settlement. It is currently estimated that actual payments will be approximately \$25 to \$50, however this is subject to change depending on the number of claims filed.

HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT

In order to be eligible for a Cash payment, you must: (1) fill out this Claim Form in its entirety; (2) sign the Verification Statement; and (3) return the Claim Form, along with any supporting documentation, by the **CLAIM DEADLINE: October 27, 2025**, using either of the methods below:

Online <i>(must be submitted on or before 11:59 p.m. PST on October 27, 2025)</i>	www.SDCAlignerSettlement.com
By Mail <i>(must be postmarked on or before October 27, 2025)</i>	SDC Aligner Settlement Administrator P.O. Box 2830 Portland, OR 97208-2830

By completing the Claim Form, you are acknowledging that: (1) you purchased, paid and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017, until August 18, 2022; and (2) you do not fall into any of the exclusion criteria listed in the Notice available at www.SDCAlignerSettlement.com.

If this Claim Form is not postmarked or received by the noted date, you will remain a member of the Settlement Class but will not receive a Cash payment from the Settlement. All submitted Claim Forms are subject to review and verification.

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

**QUESTIONS OR NEED HELP? CALL THE SETTLEMENT ADMINISTRATOR AT
1-888-788-8304 OR VISIT WWW.SDCALIGNERSETTLEMENT.COM.**

Attachment 8

Home / Topics / Subject / Dental Health

Dental Health



HEALTH NEWS
2020 to 2022 Saw Nearly 2 Million Annual Emergency Room Visits for Dental Issues
HealthDay June 13, 2025

If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use

THE LATEST

Fluoride Ban Could Create Cavities For 1 Of Every 3 U.S. Kids

HealthDay June 2, 2025



Oral Health Linked To Migraines, Fibromyalgia

HealthDay May 20, 2025



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Dental Health




HEALTH NEWS
2020 to 2022 Saw Nearly 2 Million Annual Emergency Room Visits for Dental Issues
 HealthDay June 13, 2025

beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits.
[Learn More](#)



THE LATEST

Fluoride Ban Could Create Cavities For 1 Of Every 3 U.S. Kids

HealthDay June 2, 2025



Oral Health Linked To Migraines, Fibromyalgia

HealthDay May 20, 2025



GALLERIES

AMERICA 2024
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If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits.

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U.S. News | Health



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NATION 10:47 p.m. ET June 26

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If you purchased and/or provided reimbursement for SmileDirectClub aligners, you may be entitled to Settlement benefits.




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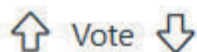


If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits. Learn More.



sdcalignersettlement.com

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Vote



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Share

Attachment 9

Snow v. Align Technology, Inc.

Sponsored Search Keyword List

Align Technology	SmileDirectClub Litigation
Align	SmileDirectClub Class Action
SmileDirectClub	SmileDirectClub Class Action Lawsuit
Aligners	SmileDirectClub Class Action Settlement
Dental Aligners	SmileDirectClub Settlement
Align Technology Lawsuit	SmileDirectClub Antitrust
Align Technology Litigation	SmileDirectClub Aligners Lawsuit
Align Technology Class Action	SmileDirectClub Aligners Litigation
Align Technology Class Action Lawsuit	SmileDirectClub Aligners Class Action
Align Technology Settlement	SmileDirectClub Aligners Class Action Lawsuit
Align Technology Class Action Settlement	SmileDirectClub Aligners Settlement
Align Technology Antitrust	SmileDirectClub Aligners Class Action Settlement
Align Lawsuit	SmileDirectClub Aligners Antitrust
Align Litigation	Align Technology Payment
Align Class Action	Align Payment
Align Class Action Lawsuit	SmileDirectClub Payment
Align Settlement	Aligners Payment
Align Class Action Settlement	Dental Aligners Payment
Align Antitrust	Align Technology Claim
Aligners Lawsuit	Align Claim
Aligners Litigation	SmileDirectClub Claim
Aligners Class Action	Aligners Claim
Aligners Class Action Lawsuit	Dental Aligners Claim
Aligners Settlement	Align Technology Cash Payment
Aligners Class Action Settlement	Align Cash Payment
Aligners Antitrust	SmileDirectClub Cash Payment
Dental Aligners Lawsuit	Aligners Cash Payment
Dental Aligners Litigation	Dental Aligners Cash Payment
Dental Aligners Class Action	Align Technology Compensation
Dental Aligners Class Action Lawsuit	Align Compensation
Dental Aligners Settlement	SmileDirectClub Compensation
Dental Aligners Class Action Settlement	Aligners Cash Compensation
Dental Aligners Antitrust	Dental Aligners Compensation
SmileDirectClub Lawsuit	

Attachment 10



Dental Aligners

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Nearby Under \$350 Reviews On sale Online Dental Night Guards Pink Dentures Buy Teeth

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SmileDirectClub Settlement - Dental Aligners Class Action

If you purchased SmileDirectClub aligners, you may be eligible for a cash payment. To find out more information and to see if you are included, visit the website.

NewSmile™ USA
https://www.newsmilelife.com

Invisible Braces from NewSmile™ - Straighten Teeth At Home

Invisible braces to straighten teeth from home. 75% less cost than regular braces. Orthodontist directed. FREE retainers, teeth whitening, and shipping. Free delivery

CandidPro Clear Aligners
https://www.candidco.com

CandidPro Clear Aligners

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Popular products



Aligner32 Impression Kit

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Aligner32

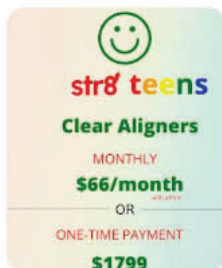
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Three-stage Mouth Guard Teeth...

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Walmart - Seller



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\$1,799.00

Str8



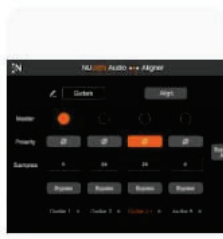
Clear Fusion Aligners

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clearfusionlab.com



Francis Dental



Aligner



Lonryd Veneers



Clear Aligners in



SmileDirectClub Class Action Settlement



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Dental Aligners Settlement - SmileDirectClub Class Action

If you purchased SmileDirectClub aligners, you may be eligible for a cash payment. To find out more information and to see if you are included, visit the website.

USA Today

https://www.usatoday.com/story/money/2024/12/03/

SmileDirectClub aligners involved in settlement. How to get ...

Dec 3, 2024 - The refunds, which total \$4.8 million, will go to about 28,000 customers who were improperly charged by the telehealth company SmileDirectClub ...

New York State Attorney General (.gov)

https://ag.ny.gov/press-release/attorney-general-jam...

Attorney General James Recovers \$4.8 Million for Consumers ...

Dec 2, 2024 - Attorney General James Recovers \$4.8 Million for Consumers Wrongly Charged by SmileDirectClub. SmileDirectClub Continued to Charge Tens of ...

People also ask

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How much do you get from a class action settlement?



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SmileDirectClub Settlement - Dental Aligners Class Action

If you purchased SmileDirectClub aligners, you may be eligible for a cash payment. To find out more information and to see if you are included, visit the website.

Smile Direct Club, a teledentistry company that provides clear plastic dental aligners, has been involved in several lawsuits. These lawsuits range from **antitrust claims to false advertising and breach of contract**. As of the current date, there are multiple pending lawsuits against Smile Direct Club.

lawyerinc.com · smile-direct-club-lawsuits

Smile Direct Club Lawsuits: What You Need to Know

USA Today
www.usatoday.com · story · money

SmileDirectClub aligners involved in settlement. How to get ...

Dec 3, 2024 · Thousands of SmileDirectClub customers, including many who used clear teeth aligners, are eligible for refunds under a new legal settlement, New York Attorney General Letiti...

Searches related to SmileDirectClub Lawsuit

- smiledirectclub lawsuit settlement
- smiledirectclub lawsuit scam
- smiledirectclub lawsuit update
- smiledirectclub lawsuit lawyers
- smiledirectclub lawsuit claim
- smiledirectclub lawsuit payments
- smiledirectclub lawsuit status
- smiledirectclub lawsuit class action

ClassAction.org
www.classaction.org · smile-direct-club-lawsuit

Smile Direct Club Lawsuits | Complaints and Problems ...

Customers Complain Online About Smile... SmileDirectClub Hit with Lawsuit

SmileDirectClub represents that its at-home teeth straightening treatment is "60% less than braces and Invisalign" yet safe and effective, with each patient's treatment plan being "prescribed, directed, and managed by a state-licensed dentist" and backed by a lifetime guarantee. Some customers, however, are complaining online that they weren't able...

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Align Technology Lawsuit



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Dental Aligners Settlement - SmileDirectClub Class Action

If you purchased SmileDirectClub aligners, you may be eligible for a cash payment. To find out more information and to see if you are included, visit the website.

Reuters
www.reuters.com › legal › invisalign-maker-reaches

Invisalign maker reaches \$27.5 million settlement of consumer ...

Aug 30, 2024 · Aug 30 (Reuters) - **Align Technology** (ALGN.O), opens new tab, the maker of Invisalign clear teeth aligners, agreed to pay \$27.5 million to settle a lawsuit claiming it entered a...

PYMNTS.com
www.pymnts.com › cpi-posts › us-judge-blocks

US Judge Blocks Settlement in Align Technology Antitrust Lawsuit

Mar 2, 2025 · A U.S. federal judge has declined to approve a proposed \$275 million class-action settlement in a lawsuit accusing **Align Technology**, the maker of Invisalign clear aligners, of...

aligndirectpurchaserantitrust.com
www.aligndirectpurchaserantitrust.com

Simon and Simon PC, et al. v. Align Technology Inc. - Home

There is a class action lawsuit entitled Simon and Simon, PC et al. v. **Align Technology, Inc.**, Case No. 3:20-CV-03754-VC, pending in United States District Court for The Northern District of...

Willamette Week
www.week.com › news › county

Dischinger Orthodontics Embroiled in \$28 Million Lawsuit Over ...

May 9, 2024 · May 09, 2024 at 11:46 am PDT. A Lake Oswego orthodontist is in the crosshairs of a \$20 billion medical device company, **Align Technologies**, which alleged in a federal lawsuit filed...

Align Technology
investor.allgntech.com › news-releases › news

U.S. District Court for Northern District ... - Align Technology

Feb 21, 2024 · TEMPE, Ariz.--(BUSINESS WIRE)--Feb. 22, 2024-- **Align Technology, Inc.** (Nasdaq: ALGN), a leading global medical device company that designs, manufactures, and sells the...



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SmileDirectClub Settlement | Dental Aligners Class Action

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Invisible braces

According to 2 sources



Invisible braces, also known as teeth aligners, are clear, mouth appliances that move your teeth without the wires and brackets used in traditional orthodontics, says William Busch, D.M.D., a dentist and director of North Kansas City Dental in Kansas City, Missouri.

[Best Invisible Braces And T... forbes.com](#)

Invisible braces, also known as clear aligners, are a method of dental treatment that slowly shifts the position of your teeth over time, just like traditional metal braces. Aligners are clear plastic, fit snugly around your teeth, and are barely noticeable.

[4 Best Invisible Braces and ... healthline.com](#)

Feedback

Forbes
https://www.forbes.com > health > dental > best-invisible-braces

Best Invisible Braces And Teeth Aligners (2025) - Forbes

Invisible braces, also known as teeth aligners, are clear, mouth appliances that move your teeth without the wires and brackets used in traditional orthodontics, says William Busch, D.M.D., a dentist and director of North Kansas City Dental in Kansas City, Missouri. "Instead of using a bracket in the wire to move a ... [See more](#)

Methodology: How We Picked The ...

In determining the best teeth aligners, the Forbes Health editorial team evaluated data on 18 at-home teeth aligner brands, for both mild-to ... [See more](#)



The Pros and Cons of Invisible Bra

Related searches for Dental Align

- Q dental aligners **near me**
- Q **affordable** dental aligners **cost**
- Q dental **invisible** aligners
- Q dental aligners **vs braces**
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- Q **best** dental aligners
- Q **how much clear** aligners **cost**
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Align Technology Lawsuit



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Dental Aligners Settlement | SmileDirectClub Class Action

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\$27.5 million

Align Technology, the maker of Invisalign clear teeth aligners, agreed to pay **\$27.5 million** to settle a lawsuit claiming it entered an illegal antitrust conspiracy that drove up prices of aligners made by rival SmileDirectClub.

Invisalign Maker Reaches \$27.5M Settlement of Consumer Antitru...

www.insurancejournal.com/news/national/2024/08/30/790947.htm

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Snow v Align Technology Inc. - Home

A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology, Inc. ("Align" or "Defendant"). Plaintiffs' legal claims arise out of Align's relationship with ...



Insurance Journal

https://www.insurancejournal.com/news/national

Invisalign Maker Reaches \$27.5M Settlement of Consumer ...

Aug 30, 2024 · Align Technology, the maker of Invisalign clear teeth aligners, agreed to pay \$27.5 million to settle a lawsuit claiming it entered an illegal antitrust conspiracy that drove up prices ...



Dentistry Today

https://www.dentistrytoday.com/legal-update-invis...

Legal Update: Invisalign Purchasers, Your Rights and ...

Jan 2, 2024 · A class action lawsuit has been filed against Align Technology, Inc. ("Align" or Defendant) by two dental practices, alleging that Align engaged in anticompetitive conduct, causing those who directly purchased Invisalign ...



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Dental Aligners Settlement | SmileDirectClub Class Action

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Related searches for Align Te



invisalign aligners lawsuit



snow v align lawsuit



clear teeth aligners lawsuit



invisalign lawsuit update

Related searches for Alian Technologv Lawsuit

Attachment 11

If you purchased, paid, and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use beginning October 22, 2017 until August 18, 2022, you may be entitled to Settlement benefits

USA - English ▾

NEWS PROVIDED BY

United States District Court for the Northern District of California →

Jun 27, 2025, 09:02 ET

SAN FRANCISCO, June 27, 2025 /PRNewswire/ --

Para una notificación en español, llame gratis al 1-888-788-8304 o visite nuestro

www.SDCAlignerSettlement.com.

A \$31.75 million Settlement has been reached in a class action lawsuit against Align Technology Inc. ("Align" or "Defendant") in *Snow v. Align Technology Inc.*, Case No. 3:21-CV-03269 (N.D. Cal.). Plaintiffs allege that Align caused Settlement Class Members to overpay for certain SmileDirectClub products. Align denies all allegations and the Court has not decided that Align did anything wrong.

Am I a Settlement Class Member? The Court has defined the Settlement Class as: All persons in the United States that purchased, paid and/or provided reimbursement for some or all of the purchase price for SmileDirectClub aligners acquired for personal use during the period beginning October 22, 2017 until August 18, 2022.

If you fit this definition, you are a Settlement Class Member, unless you exclude yourself.

What does the Settlement Provide? Plaintiffs are asking the Court to approve a \$31.75 million Settlement between the Settlement Class Members and Align.

Settlement Class Members who purchased SmileDirectClub aligners are eligible for a cash payment from the Settlement Fund. Settlement Class Members identified in SmileDirectClub's records as purchasers are considered to have valid claims and will receive an automatic pro rata cash payment if the Settlement is approved. If you are not identified in these records, and you are a Settlement Class Member, you may file a timely and valid Claim Form for a pro rata cash payment. The actual pro rata cash payment amount will be determined by providing each Settlement Class Member who is already considered to have a valid claim and each Settlement Class Member who files a timely and valid Claim Form a pro rata cash payment for their equal share of the net Settlement Fund after subtracting fees and expenses. **It is currently estimated that Settlement Class Members with valid claims or who submit a timely and valid Claim Form will each receive a cash payment between \$40 to \$60, but not less than \$10. The actual payment amount may increase or decrease based on the actual number of valid and timely claims.**

To receive Settlement benefits, you must submit a timely and valid Claim Form online or by mail postmarked by **October 27, 2025**.

If you are not sure whether you have been identified as a Settlement Class Member, then you may contact Class Counsel or the Settlement Administrator.

Other Options. If you do not want to be legally bound by the Settlement, you must opt out of the Settlement online or by mail postmarked by **October 30, 2025**. If you do not opt out, you will give up the right to sue Align and the Released Parties about the legal claims in the lawsuit. If you do not opt out, you may object to the Settlement by **October 30, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will be bound by the Settlement, Court

orders and judgment. If you do nothing, you will still receive an automatic pro rata cash payment. The Court will hold a Final Approval Hearing on **November 20, 2025**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees request of up to 25% of the Settlement Fund plus reimbursement of expenses, incentive awards, and any objections to the Settlement. If you submit a written objection, then you or your lawyer may speak at the Final Approval Hearing about your objection. **You may also appear at the Final Approval Hearing without submitting a written objection upon a showing of good cause.**

Where can I get more information? Please visit www.SDCAlignerSettlement.com or call, toll-free 1-888-788-8304 to obtain more complete information about the lawsuit and your rights. You may also contact class counsel at: contactus@hbsslaw.com.

SOURCE United States District Court for the Northern District of California

Si compró, pagó o proporcionó un reembolso por una parte o la totalidad del precio de compra de alineadores dentales de SmileDirectClub adquiridos para uso personal entre el 22 de octubre de 2017 y el 18 de agosto de 2022, es posible que tenga derecho a los beneficios de una Conciliación

USA - español ▼

NEWS PROVIDED BY

United States District Court for the Northern District of California →

Jun 27, 2025, 09:02 ET

SAN FRANCISCO, 27 de junio de 2025 /PRNewswire-HISPANIC PR WIRE/ -- Se ha llegado a una Conciliación por \$31.75 millones en una demanda colectiva contra Align Technology, Inc. ("Align" o "Demandada") en *Snow v. Align Technology Inc.*, caso n.º 3:21-CV-03269 (N.D. Cal.). Los Demandantes alegan que Align hizo que los Miembros del Grupo de la Conciliación pagaran un monto superior al correspondiente por ciertos productos de SmileDirectClub. Align niega todas las reclamaciones y el Tribunal no ha determinado si Align cometió algún acto ilícito.

¿Soy un Miembro del Grupo de la Conciliación? El Tribunal ha definido al Grupo de la Conciliación de la siguiente manera: Todas las personas en los Estados Unidos que compraron, pagaron o proporcionaron un reembolso por una parte o la totalidad del precio de compra de alineadores dentales de SmileDirectClub

adquiridos para uso personal durante el periodo comprendido entre el 22 de octubre de 2017 y el 18 de agosto de 2022.

Si su situación se ajusta a esta definición, usted es un Miembro del Grupo de la Conciliación, a menos que se excluya.

¿Qué estipula la Conciliación? Los Demandantes solicitan al Tribunal que apruebe una Conciliación de \$31.75 millones entre los Miembro del Grupo de la Conciliación y Align.

Los Miembros del Grupo de la Conciliación que compraron alineadores dentales SmileDirectClub son elegibles para recibir un pago en efectivo del Fondo de la Conciliación. Se considera que los Miembros del Grupo de la Conciliación identificados en los registros de SmileDirectClub como compradores tienen reclamaciones válidas y recibirán un pago en efectivo prorrateado automático si se aprueba la Conciliación. Si no está identificado en estos registros y usted es un Miembro del Grupo de la Conciliación, puede presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado. El monto real del pago en efectivo prorrateado se determinará al suministrar a cada Miembro del Grupo de la Conciliación que ya se considere que tiene una reclamación válida y a cada Miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido y dentro del plazo establecido un pago en efectivo prorrateado por su parte equitativa del Fondo neto de la Conciliación después de restar los honorarios y gastos. **Actualmente, se estima que los Miembros del Grupo de la Conciliación con reclamaciones válidas o que presenten un Formulario de reclamación válido y dentro del plazo establecido recibirán cada uno un pago en efectivo de entre \$40 y \$60, pero como mínimo de \$10. El monto real del pago puede aumentar o disminuir en función de la cantidad real de reclamaciones válidas y presentadas en el plazo indicado.**

Para recibir beneficios de la Conciliación, debe enviar un Formulario de reclamación válido y dentro del plazo establecido en línea o por correo con matasellos fechado a más tardar el **27 de octubre de 2025**.

Si no está seguro de si ha sido identificado como Miembro del Grupo de la Conciliación, puede comunicarse con los Abogados del Grupo o con el Administrador de la Conciliación.

Otras opciones. Si no desea quedar vinculado legalmente por la Conciliación debe excluirse de la Conciliación en línea o por correo con matasellos fechado a más tardar el **30 de octubre de 2025**. Si no se excluye, renunciará al derecho de demandar de Align y a las Partes eximidas acerca de las reclamaciones legales planteadas en la demanda. Si no se excluye, puede objetar la Conciliación a más tardar el **30 de octubre de 2025**. El Aviso detallado en el Sitio web de la Conciliación contiene instrucciones sobre cómo excluirse u objetar. Al no hacer nada, estará obligado a acatar la Conciliación, las órdenes del Tribunal y la sentencia. Si no hace nada, igualmente recibirá un pago automático en efectivo prorrateado. El Tribunal celebrará una Audiencia de aprobación definitiva el **20 de noviembre de 2025** para considerar si aprueba la Conciliación, la solicitud de honorarios de servicios jurídicos de los Abogados del Grupo equivalentes como máximo a un 25 % del Fondo de la Conciliación más el reembolso de gastos, compensaciones incentivas y cualquier objeción a la Conciliación. Si envía una objeción escrita, usted o su abogado podrá exponer su objeción en la Audiencia de aprobación definitiva. **También puede comparecer en la Audiencia de aprobación definitiva sin presentar una objeción por escrito si demostrase causa suficiente.**

¿Dónde puedo obtener más información? Visite www.SDCAlignerSettlement.com o llame a la línea gratuita 1-888-788-8304 para obtener información más completa sobre la demanda y sus derechos. También puede comunicarse con los Abogados del Grupo al correo contactus@hbsslaw.com.

FUENTE United States District Court for the Northern District of California

Attachment 12

Si compró, pagó o proporcionó un reembolso por una parte o la totalidad del precio de compra de alineadores dentales de SmileDirectClub adquiridos para uso personal entre el 22 de octubre de 2017 y el 18 de agosto de 2022, es posible que tenga derecho a los beneficios de la Conciliación.

El Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California ha ordenado la emisión de este aviso.

*Este **no** es un anuncio publicitario ni una oferta de representación de un abogado. Usted no está siendo demandado.*

- Se ha llegado a una Conciliación por \$31.75 millones en una demanda colectiva contra Align Technology, Inc. (“Align” o “Demandada”). Las reclamaciones legales de los Demandantes surgen de la relación de Align con SmileDirectClub LLC y la venta de ciertos productos de SmileDirectClub a los consumidores. Los Demandantes alegan que Align tuvo una conducta anticompetitiva, lo que dio como resultado que los Demandantes pagaran un monto superior al correspondiente por ciertos productos de SmileDirectClub. Los Demandantes afirman reclamaciones legales contra la Demandada por violación de la Ley Antimonopolio Sherman de orden federal, § 1, título 15, del Código de los Estados Unidos (United States Code, USC). Align niega haber cometido cualquier acto ilícito y el Tribunal no ha decidido si Align cometió algún acto ilícito.
- Usted es un “Miembro del Grupo de la Conciliación” si forma parte del siguiente grupo: Todas las personas en los Estados Unidos que compraron, pagaron o proporcionaron un reembolso por una parte o la totalidad del precio de compra de alineadores SmileDirectClub adquiridos para uso personal durante el periodo comprendido entre el 22 de octubre de 2017 y el 18 de agosto de 2022.
- Es posible que los Miembros del Grupo de la Conciliación tengan derecho a un pago en efectivo. Se considerará que los Miembro del Grupo de la Conciliación identificados en los registros de SmileDirectClub como compradores tienen una reclamación válida y recibirán un pago en efectivo prorrateado automático si se aprueba la Conciliación. Si no está identificado en estos registros y usted es un Miembro del Grupo de la Conciliación, puede presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado. El monto real del pago en efectivo prorrateado se determinará proporcionando a cada Miembro del Grupo de la Conciliación que ya se considere que tiene una reclamación válida y a cada Miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado por su parte equitativa del Fondo neto de la Conciliación después de restar los honorarios y gastos. **Actualmente, se estima que los Miembros del Grupo de la Conciliación con reclamaciones válidas o que presenten un Formulario de reclamación válido y dentro del plazo establecido recibirán cada uno un pago en efectivo de entre \$40 y \$60, pero no inferior a \$10. El monto real del pago puede aumentar o disminuir en función de la cantidad real de reclamaciones válidas y presentadas dentro del plazo establecido.**
- Independientemente de que usted actúe o no, el presente caso tendrá impacto sobre sus derechos. Estos derechos y opciones, y **las fechas límite para ejercerlos**, se explican en este aviso. **Lea este aviso detenidamente.**

¿Tiene alguna pregunta? Visite www.SDCAlignerSettlement.com o llame al 1-888-788-8304

SUS DERECHOS LEGALES Y OPCIONES EN ESTA DEMANDA		FECHA LÍMITE
PRESENTAR UNA RECLAMACIÓN	Los Miembros del Grupo de la Conciliación que no reciban automáticamente pagos en efectivo pueden presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado. Usted renunciará al derecho de demandar a la Demandada en una demanda por separado sobre las reclamaciones legales o acusaciones fácticas que resuelve esta Conciliación.	27 de octubre de 2025
NO HACER NADA	Usted permanece en esta demanda. Tal vez no reciba ninguna compensación. Renuncia a ciertos derechos. Al no hacer nada, estará obligado a acatar la sentencia y las órdenes del Tribunal con respecto a la Conciliación. Es posible que no reciba dinero. No es necesario que los Miembros del Grupo de la Conciliación con un pago automático en efectivo presenten un Formulario de reclamación para recibir su pago prorrateado.	
EXCLUIRSE	Usted se retira esta demanda. No obtiene beneficios de esta. Conserva sus derechos legales. El Tribunal puede excluirlo si solicita la exclusión. Si solicita que se le excluya, no puede obtener dinero. Sin embargo, usted conservará cualquier derecho a demandar a Align y a las Partes exoneradas por separado sobre las reclamaciones legales planteadas en esta demanda. Esta es la única opción que le permite conservar su derecho a demandar a Align y a las Partes exoneradas por reclamaciones legales que de otro modo serían exoneradas por una conciliación en la demanda, independientemente de que usted considere que la Conciliación es favorable o no para el Grupo de la Conciliación.	Enviar con matasellos fechado a más tardar el 30 de octubre de 2025.
OBJETAR	Usted le indica al Tribunal por qué no está de acuerdo con la Conciliación. Si no se excluye de la Conciliación, puede objetarla al escribir al Tribunal por qué no está de acuerdo con la Conciliación. Podrá solicitar al Tribunal permiso para hablar sobre su objeción en la Audiencia de aprobación definitiva. Aunque usted presente alguna objeción, igualmente podrá presentar un Formulario de reclamación para recibir un pago en efectivo prorrateado.	Enviar con matasellos fechado a más tardar el 30 de octubre de 2025.

INFORMACIÓN BÁSICA SOBRE LA DEMANDA

1. ¿Por qué se proporciona este Aviso?

Un tribunal federal autorizó este Aviso porque usted tiene el derecho de enterarse de la Conciliación en esta demanda colectiva, y de todos sus derechos y opciones, antes de que el Tribunal decida si le dará la aprobación final a la Conciliación. En este Aviso se explican la demanda, la Conciliación, sus derechos legales, los beneficios disponibles, quiénes son elegibles para recibir los beneficios y

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cómo obtenerlos.

El honorable juez Vince Chhabria del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California se encuentra a cargo de esta demanda colectiva. La demanda se conoce como *Snow v. Align Technology Inc.*, Caso n.º 21:cv-03269- VC (la “demanda”). Las personas que presentaron esta demanda se denominan los “Demandantes” o “Representantes del Grupo” y la compañía demandada Align, se denomina la “Demandada”.

2. ¿De qué trata la demanda?

El nombre de la demanda es *Snow v. Align Technology Inc.*, y está en curso ante el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California (caso n.º 21:cv-03269-VC). Las reclamaciones legales de los Demandantes se refieren a la relación de la Demandada con SmileDirectClub LLC y la venta de alineadores SmileDirectClub.

Los Demandantes alegan que la Demandada celebró un acuerdo anticompetitivo con SmileDirectClub que suprimió la competencia en el presunto mercado de alineadores dentales directos al consumidor. Los Demandantes alegan que esta conducta es una violación de la Ley Sherman 15 U.S.C. § 1.

Puede leer la Demanda operativa en www.SDCAlignerSettlement.com.

3. ¿Cuál es la respuesta de la Demandada?

Align niega haber hecho algo ilícito. Align afirma que la conducta impugnada es legal. El Tribunal no ha llegado a la conclusión de que Align haya cometido algún acto ilícito. La respuesta de Align a la Demanda operativa se encuentra en www.SDCAlignerSettlement.com.

4. ¿Qué establece la Conciliación?

Los Demandantes solicitan al Tribunal que apruebe una Conciliación de \$31.75 millones entre los Miembro del Grupo de la Conciliación y Align.

Los Miembros del Grupo de la Conciliación que compraron alineadores dentales SmileDirectClub son elegibles para recibir un pago en efectivo del Fondo de la Conciliación. Se considera que los Miembros del Grupo de la Conciliación identificados en los registros de SmileDirectClub como compradores tienen reclamaciones válidas y recibirán un pago en efectivo prorrateado automático. Si no está identificado en estos registros y usted es un Miembro del Grupo de la Conciliación, puede presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado. El monto real del pago en efectivo prorrateado se determinará al suministrar a cada Miembro del Grupo de la Conciliación que ya se considere que tiene una reclamación válida y a cada Miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido y dentro del plazo establecido un pago en efectivo prorrateado por su parte equitativa del Fondo neto de la Conciliación después de restar los honorarios y gastos. Actualmente, se estima que los Miembros del Grupo de la Conciliación con reclamaciones válidas o que presenten un Formulario de Reclamación válido y dentro del plazo establecido recibirán cada uno un pago en efectivo de entre \$40 y \$60, pero como mínimo de \$10. El monto real del pago puede aumentar o disminuir en función de la cantidad real de reclamaciones válidas y presentadas en el plazo indicado.

Si no está seguro de si ha sido identificado como Miembro del Grupo de la Conciliación, puede comunicarse con los Abogados del Grupo o con el Administrador de la Conciliación.

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5. ¿A cuánto ascenderá mi pago?

Si usted es un Miembro del Grupo de la Conciliación identificado como comprador en los registros de SmileDirectClub, se considerará que tiene una reclamación válida y recibirá un pago en efectivo prorrateado automático. Si no ha sido identificado como Miembro del Grupo de la Conciliación, pero es Miembro del Grupo de la Conciliación, puede presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado. El monto real del pago en efectivo prorrateado se determinará al suministrar a cada Miembro del Grupo de la Conciliación que ya se considere que tiene una reclamación válida y a cada Miembro del Grupo de la Conciliación que presente un Formulario de reclamación válido y dentro del plazo establecido un pago en efectivo prorrateado por su parte equitativa del Fondo neto de la Conciliación después de restar los honorarios y gastos. Actualmente, se estima que los Miembros del Grupo de la Conciliación con reclamaciones válidas o que presenten un Formulario de Reclamación válido y dentro del plazo establecido recibirán cada uno un pago en efectivo de entre \$40 y \$60, pero como mínimo de \$10. El monto real del pago puede aumentar o disminuir en función de la cantidad real de reclamaciones válidas y presentadas en el plazo indicado.

En última instancia, los Miembros del Grupo de la Conciliación que presenten reclamaciones válidas o que presenten Formularios de reclamación válidos y dentro del plazo establecido recibirán el mismo pago en efectivo prorrateado, independientemente de si han sido identificados como compradores en los registros de SmileDirectClub.

Los siguientes elementos se deducirán del Fondo de la Conciliación: los honorarios de los abogados y el reembolso de los gastos otorgados por el Tribunal, los Incentivos por servicio para el representante del grupo otorgados por el Tribunal, los costos y gastos asociados con el aviso del grupo y la administración de la conciliación, así como cualquier impuesto que sea necesario. El monto restante será el Fondo “neto” de la Conciliación y se utilizará para proporcionar pagos en efectivo prorrateados a los Miembros del Grupo de la Conciliación con reclamaciones válidas o que presenten Formularios de reclamación válidos y dentro del plazo establecido.

6. ¿Por qué existe una Conciliación?

Los Demandantes y la Demandada no están de acuerdo con respecto a las reclamaciones legales planteadas en esta demanda. La demanda no se elevó a juicio, y el Tribunal no ha tomado ninguna decisión a favor de los Demandantes ni de la Demandada. En su lugar, los Demandantes y la Demandada acordaron conciliar la demanda. Los Representantes del Grupo, la Demandada y sus abogados creen que la Conciliación es lo mejor para todos los Miembros del Grupo de la Conciliación debido a los beneficios disponibles para los Miembros del Grupo de la Conciliación en comparación con los riesgos e incertidumbre que trae continuar la demanda.

Para leer sobre la historia de esta demanda, visite el sitio web de la Conciliación en www.SDCAlignerSettlement.com.

7. ¿Qué es una demanda colectiva y quiénes participan?

En una demanda colectiva, una o más personas llamadas los “Demandantes” demandan en nombre de otras personas que tienen reclamaciones similares, llamados los “miembros del grupo”. Al certificar un grupo, el tribunal designa a los demandantes para que actúen como “representantes del grupo”. Para los fines de una demanda colectiva, un tribunal decidirá sobre los asuntos de todos los miembros del grupo, excepto los de aquellas personas que se excluyan adecuadamente de la demanda.

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CÓMO DETERMINAR SI USTED ES MIEMBRO DEL GRUPO

8. ¿Soy parte del Grupo de la Conciliación?

El Tribunal ha definido al Grupo de la Conciliación de la siguiente manera: Todas las personas en los Estados Unidos que compraron, pagaron o proporcionaron un reembolso por una parte o la totalidad del precio de compra de alineadores dentales de SmileDirectClub adquiridos para uso personal durante el periodo comprendido entre el 22 de octubre de 2017 y el 18 de agosto de 2022.

Si su situación se ajusta a esta definición, usted es un Miembro del Grupo de la Conciliación, a menos que se excluya.

9. ¿Existen excepciones para ser incluido en el Grupo de la Conciliación?

Sí. El Grupo de la Conciliación excluye a los Abogados del Grupo, a los empleados de los Abogados del Grupo, a los ejecutivos, directores o empleados de la Demandada o los Abogados de la Demandada y al juez que preside este caso (así como a los miembros de su familia inmediata y empleados). El Grupo de la Conciliación también excluirá a cualquier persona que solicite de manera adecuada ser excluida.

10. Todavía no estoy seguro de si soy Miembro del Grupo de la Conciliación. ¿Qué debo hacer?

Si todavía no está seguro de si es parte de un Miembro del Grupo de la Conciliación, puede conseguir ayuda gratuita llamando o escribiendo a los Abogados del Grupo al número telefónico o dirección que se indican más adelante. También puede visitar el Sitio web de la Conciliación en www.SDCAlignerSettlement.com o llamar al número de teléfono gratuito del Administrador de la Conciliación al 1-888-788-8304.

SUS DERECHOS Y OPCIONES

Debe decidir si desea permanecer en el Grupo de la Conciliación, presentar un Formulario de reclamación, solicitar ser excluido, objetar la Conciliación o no hacer nada.

11. ¿Cómo hago una reclamación de los beneficios de la Conciliación?

Debe presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir los beneficios máximos de la Conciliación. Su Formulario de reclamación debe enviarse en línea en www.SDCAlignerSettlement.com a más tardar el **27 de octubre de 2025** o por correo al Administrador de la Conciliación a la dirección que figura en el Formulario de reclamación, con **matasellos fechado** a más tardar el **27 de octubre de 2025**. Los Formularios de reclamación también pueden obtenerse en el Sitio web de la Conciliación en www.SDCAlignerSettlement.com o llamando al 1-888-788-8304 o escribiendo a la siguiente dirección:

Snow v. Align Class Action
Settlement Administrator
PO Box 2830
Portland, OR 97208-2830

Si usted ha sido identificado por los registros como un Miembro del Grupo de la Conciliación con una reclamación válida, entonces no necesita presentar un Formulario de reclamación para recibir su

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pago en efectivo prorrateado automático. Si usted es un Miembro del Grupo de la Conciliación que no ha sido identificado en los registros de SDC, entonces puede presentar un Formulario de reclamación válido y dentro del plazo establecido para recibir un pago en efectivo prorrateado.

12. ¿Cuándo recibiré mis beneficios de la Conciliación?

Si usted presenta un Formulario de reclamación válido y dentro del plazo establecido o si va a recibir un pago automático en efectivo, los pagos en efectivo serán proporcionados por el Administrador de la Conciliación después de que la Conciliación sea aprobada por el Tribunal y se considere definitiva.

La aprobación y ratificación de la Conciliación pueden tomar tiempo. Tenga paciencia y consulte www.SDCAlignerSettlement.com para conocer las actualizaciones.

13. ¿Qué sucede si no hago nada?

Si SmileDirectClub lo ha identificado como comprador, se considerará que tiene una reclamación válida y recibirá automáticamente su pago en efectivo prorrateado. Sin embargo, si no ha sido identificado en estos registros y es un Miembro del Grupo de la Conciliación y no hace nada, no recibirá un pago en efectivo prorrateado. Todos los Miembros del Grupo de la Conciliación que no hagan nada renunciarán a su derecho de demandar o continuar demandando a las Partes exoneradas como parte de cualquier otra demanda sobre las mismas reclamaciones legales planteadas en esta demanda. Al permanecer en el Grupo de la Conciliación, usted también quedará obligado legalmente por todas las órdenes del Tribunal y la sentencia dictada por el Tribunal en esta demanda. Los derechos específicos a los que usted renuncia se denominan “Reclamaciones exoneradas.”

14. ¿Cuáles son las Reclamaciones exoneradas?

A menos que se excluya de la Conciliación, no podrá entablar una demanda, continuar con una demanda ni ser parte de cualquier otra demanda contra Align y las Partes exoneradas acerca de las reclamaciones legales que resuelve esta Conciliación. La sección “Reclamaciones exoneradas” del Acuerdo de Conciliación describe las reclamaciones legales a las que renuncia (“exonera”) si permanece en el Grupo de la Conciliación.

Las “Reclamaciones exoneradas” incluyen todas y cada una de las formas de reclamaciones federales y estatales contra Align, independientemente de la causa de la acción judicial que surja de o en relación con una conducta que se alegó o podría haberse alegado en la Acción judicial en función del mismo fundamento fáctico para las reclamaciones alegadas en la Acción judicial. Las Reclamaciones exoneradas incluyen cualquier reclamación que surja de cualquier acuerdo entre Align y SDC que haya sido un fundamento fáctico en esta Acción judicial.

Puede encontrar más información sobre las Reclamaciones exoneradas en el Acuerdo de conciliación disponible en los párrafos 24 a 26.

Si tiene preguntas acerca de la Exoneración o las Reclamaciones exoneradas y el significado del texto del Acuerdo de Conciliación, puede hablar sin costo alguno con los Abogados del Grupo o puede, por su cuenta y gasto, hablar con su propio abogado.

15. ¿Cómo me excluyo del Grupo?

Si usted es Miembro del Grupo de la Conciliación y desea conservar cualquier derecho que pueda tener de iniciar o continuar una demanda contra las Partes exoneradas por su cuenta y cargo sobre la base de las reclamaciones legales planteadas en esta demanda o exoneradas por las Reclamaciones exoneradas, usted debe seguir los pasos para ser excluido de la Conciliación. Esto se conoce cómo

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excluirse o “retirarse” de la Conciliación.

Si no desea ser miembro del Grupo de la Conciliación, puede excluirse (o “retirarse” del) Grupo de la Conciliación en línea en www.SDCAlignerSettlement.com.

También puede retirarse enviando una solicitud por escrito al Administrador de la Conciliación. La solicitud de exclusión debe incluir:

- a) su nombre completo, dirección y correo electrónico;
- b) el nombre de la demanda; *Snow v. Align Technology, Inc.*, caso n.º 21-cv-03269-VC; y
- c) una declaración clara de que desea ser excluido del Grupo de la Conciliación (p. ej., “Por el presente solicito que se me excluya del Grupo de la Conciliación en *Snow v. Align Technology, Inc.*, caso n.º 21-cv-03269-VC”).

La solicitud de exclusión debe ser firmada, fechada y **enviada por correo y con matasellos fechado** a más tardar el **30 de octubre de 2025**. Debe enviar su solicitud de exclusión por correo postal a:

Snow v. Align Class Action
ATTN: Exclusion Request
P.O. Box 2830
Portland, OR 97208-2830

También puede presentar su exclusión electrónicamente, utilizando un formulario de exclusión (“Formulario de solicitud de exclusión del Grupo”) que está disponible en www.SDCAlignerSettlement.com.

No puede retirarse (excluirse) por teléfono ni por correo electrónico.

No se permitirán las solicitudes de exclusión “masivas” o “grupales” presentadas por terceros en nombre de “un conjunto masivo” o “un grupo” de Miembros del Grupo de la Conciliación o múltiples Miembros del Grupo de la Conciliación cuando la exclusión no haya sido firmada por cada Miembro del Grupo de la Conciliación.

16. ¿Qué sucede si me excluyo del Grupo de la Conciliación?

Si se excluye del Grupo de la Conciliación, no recibirá dinero ni beneficios de esta demanda, si se otorga alguno. Sin embargo, al excluirse, usted conservará cualquier derecho que pueda tener de demandar a las Partes exoneradas respecto a las mismas reclamaciones alegadas en esta demanda, a su propio costo.

17. ¿Cómo le informo al Tribunal que no estoy conforme con el Acuerdo de Conciliación?

Si usted es un Miembro del Grupo de la Conciliación, puede optar por objetar la Conciliación o los honorarios y gastos de abogados. Puede solicitarle al Tribunal que no haga lugar a la aprobación al presentar una objeción. Puede exponer las razones por las cuales cree que el Tribunal no debe aprobarlo. El Tribunal considerará sus opiniones. No puede pedirle al Tribunal que ordene una conciliación diferente; el Tribunal solo puede aprobar o rechazar la Conciliación. Si el Tribunal rechaza la aprobación, no se enviarán los pago en efectivo prorrateado y la demanda continuará.

Cualquier objeción de los Miembros del Grupo de la Conciliación con respecto al Acuerdo de Conciliación debe presentarse por escrito, **enviarse por correo y con matasellos** fechado a más tardar el **30 de octubre de 2025** a:

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Snow v. Align Class Action
ATTN: Objections
P.O. Box 2830
Portland, OR 97208-2830

Su objeción debe incluir lo siguiente:

- (a) el nombre y número de caso; *Snow v. Align Technology, Inc.*, Caso n.º 21-cv-03269-VC (N.D. Cal.);
- (b) su nombre completo, dirección, número de teléfono y correo electrónico;
- (c) el nombre completo, dirección, número de teléfono y correo electrónico de su abogado (si lo representa un abogado);
- (d) una declaración en la que indique si la objeción se aplica únicamente a usted, a un subgrupo específico del Grupo, o a todo el Grupo;
- (e) una declaración de la cantidad de veces que usted (y, cuando corresponda, su abogado) ha objetado una conciliación de demanda colectiva, junto con el título de cada caso en el que usted (o su abogado) interpuso dicha objeción;
- (f) una declaración de si ha vendido o transferido de otro modo el derecho a su compensación en esta demanda a otra persona o entidad y, de ser así, la identidad de esa persona o entidad;
- (g) una declaración de los fundamentos específicos de la objeción, incluido cualquier respaldo legal y fáctico, y cualquier prueba que respalde la objeción;
- (h) una declaración de si tiene la intención de comparecer en la Audiencia de aprobación definitiva y, de ser así, si prefiere hacerlo en persona o por medio de un abogado; y
- (i) su firma.

Estos requisitos de aviso por escrito pueden ser excusados por el Tribunal si se demuestra una causa justificada. El Tribunal solo exigirá el cumplimiento sustancial de los requisitos para presentar una objeción.

Usted o su abogado podrá exponer su objeción en la Audiencia de aprobación definitiva. Para hacerlo, debe incluir en su objeción una declaración en la que indique que usted o su abogado tiene la intención de comparecer en la Audiencia de aprobación definitiva. El Tribunal lo puede eximir del cumplimiento de este requisito si demostrase causa suficiente. También puede comparecer en la Audiencia de aprobación definitiva sin presentar una objeción por escrito si demostrase causa suficiente.

18. ¿Cuál es la diferencia entre objetar y solicitar ser excluido?

Objetar es simplemente decirle al Tribunal que no está de acuerdo con algo sobre la Conciliación o sobre los honorarios y gastos solicitados de los abogados. Usted solo puede objetar si permanece en el Grupo de la Conciliación (es decir, si usted no se excluye de la Conciliación). Al excluirse de la Conciliación, usted le comunica al Tribunal que usted no desea ser parte del Grupo de la Conciliación ni de la Conciliación. Si se excluye, no podrá oponerse a la Conciliación.

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LOS ABOGADOS QUE LO REPRESENTAN

19. ¿Tengo un abogado en esta demanda?

El Tribunal designó a los siguientes abogados como Abogados del Grupo para que lo representen a usted y al Grupo de la Conciliación para todos los fines de esta Conciliación.

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

Este abogado se denomina “Abogados del Grupo”. Puede comunicarse con los Abogados del Grupo escribiendo a la dirección indicada anteriormente, enviando un correo electrónico a contactus@hbsslw.com, o llamando al 1-206-623-7292.

20. ¿Cómo se compensará a los abogados? ¿Los Representantes del Grupo recibirán dinero?

Los Abogados del Grupo representan al Grupo de la Conciliación sobre una base de honorarios de contingencia, lo que significa que los Miembros del Grupo de la Conciliación no pagan ningún honorario por servicios jurídicos o gastos de bolsillo. Los Abogados del Grupo solicitarán al Tribunal que apruebe una adjudicación de honorarios de abogados y el reembolso de gastos, los cuales, si se otorgasen, serían pagados a partir del Fondo de la Conciliación. Los Abogados del Grupo se reservan el derecho de solicitar hasta el 25 % del Fondo de la Conciliación más el reembolso de los gastos. También pueden solicitar compensaciones incentivas adicionales razonables por valor de \$7,500 para los Representantes del Grupo de cualquier reparación futura que pueda ocurrir en esta Demanda. El Tribunal puede adjudicar montos menores a los solicitados.

La solicitud de los honorarios, los gastos y las compensaciones incentivas por parte de los Abogados del Grupo se podrán consultar en el Sitio web de la Conciliación en www.SDCAlignerSettlement.com antes de la fecha límite para objetar la Conciliación.

21. ¿Debo contratar a mi propio abogado?

No es necesario que contrate a su propio abogado porque los Abogados del Grupo lo representan a usted. Sin embargo, si desea tener su propio abogado, tendrá que contratar uno, y potencialmente pagar a ese abogado. Si contrata a su propio abogado, puede pedirle que comparezca en el Tribunal por usted, si desea que alguien distinto a los Abogados del Grupo hable por usted.

22. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?

El Tribunal celebrará una Audiencia de aprobación definitiva a las **2:00 p. m. el 20 de noviembre de 2025**, ante el honorable juez Vince Chhabria en el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. En esta audiencia, el Tribunal evaluará si la Conciliación es justa, razonable y adecuada, y decidirá si aprobar la Conciliación, la solicitud de los Abogados del Grupo para los honorarios de abogados, gastos judiciales; y las compensaciones incentivas a los Representantes del Grupo. El Tribunal solo puede aprobar o denegar la Conciliación y no puede modificar las disposiciones de la Conciliación.

Si existen objeciones, el Tribunal las evaluará. El Tribunal también escuchará a las personas que

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hayan solicitado hablar en la audiencia.

Nota: la fecha y la hora de la Audiencia de aprobación definitiva están sujetas a cambios sin previo aviso al Grupo de la Conciliación. El Tribunal también puede tomar la decisión de celebrar la audiencia a través de videoconferencia o por teléfono. Usted debe consultar el Sitio web de la Conciliación (www.SDCAlignerSettlement.com) o el sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) para confirmar que la fecha de la Audiencia de aprobación definitiva no haya cambiado. Puede acceder al sistema PACER visitando <https://pacer.login.uscourts.gov/>.

23. Tengo que asistir a la Audiencia de aprobación definitiva?

No. Los Abogados del Grupo responderán todas las preguntas que el Tribunal pueda tener. Sin embargo, puede asistir por su cuenta si lo desea. Si envía una objeción, no necesitará asistir a la Audiencia de aprobación definitiva para hablar sobre la misma. Siempre y cuando envíe por correo postal su objeción por escrito y dentro del plazo establecido, el Tribunal la considerará. También puede pagar su propio abogado para que asista, pero dicha asistencia no es necesaria para que el Tribunal considere una objeción si se presentó dentro del plazo establecido. También puede comparecer en la Audiencia de aprobación definitiva sin presentar una objeción por escrito si demostrase causa suficiente.

CÓMO OBTENER MÁS INFORMACIÓN

24. ¿Cómo puedo obtener más información?

Si tiene alguna pregunta, puede comunicarse con los Abogados del Grupo mencionados anteriormente o con el Administrador de la Conciliación al 1-888-788-8304, visitando el sitio web www.SDCAlignerSettlement.com, o escribiendo a Snow v. Align Class Action, Settlement Administrator, PO Box 2830, Portland, OR 97208-2830.

Este Aviso resume la Conciliación. El Acuerdo de Conciliación brinda los detalles completos. El Acuerdo de Conciliación y otros documentos relacionados están disponibles en www.SDCAlignerSettlement.com.

También puede acceder al expediente del caso del Tribunal, a cambio del pago de una tarifa, a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://ecf.cand.uscourts.gov>. Para obtener más información sobre el sistema PACER y registrarse para una cuenta PACER, visite <https://www.Pacer.gov/>. Una vez que tenga una cuenta PACER, puede acceder y recuperar documentos del expediente del Tribunal para la demanda en <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

También puede acceder y obtener documentos del expediente del Tribunal visitando la Oficina del Secretario del Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, ubicada en 450 Golden Gate Avenue, San Francisco, CA 94102, entre las 9:00 a. m. y las 4:00 p. m., de lunes a viernes, excepto los días feriados del Tribunal.

**NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL
SECRETARIO DEL TRIBUNAL EN RELACIÓN CON ESTE AVISO,
LA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.**

¿Tiene alguna pregunta? Visite www.SDCAlignerSettlement.com o llame al 1-888-788-8304

Attachment 13

Objection # 1

Scott St. John

June 22, 2025

Scott St. John

Snow v. Align Class Action
ATTN: Exclusion Request
PO Box 2830
Portland, OR 97208-2830

RE: First Objection to Settlement
Snow v. Align Technology Inc., Case No. 21:cv-03269-VC (N.D. Cal.)

Preface:

I, Scott St. John am a class member who has been damaged and injured by the actions of the defendant contained within the complaint.

Statement I:

My objection applies to me, subsets of the class, and the entire class

Statement II:

I and my counsel have never previously objected to those or any other class-action settlement

Statement III:

I have not transferred the right the recovery or damages of this lawsuit, but reserve the right to do so.

Statement IV:

The settlement does not reflect adequate compensation for class members' damages. It equates to roughly a maximum of less than \$100 per class member, and provides little to no benefit from the class action, and is inferior to individual lawsuits [pursuant to Rule 23(b)(3)]. At a minimum, a member should be entitled to recover the full amount of all monies paid to the defendant, which are typically greater than \$1,000. These are concrete damages (per *Laboratory Corp. of America v. Davis*) and no settlement amount less than the full amount of all monies paid to the defendant for each class member should be considered or approved by the court.

The current settlement amount is not fair, reasonable, or adequate [Rule 23(e)] inadequate to fairly compensate those that have been damaged, equating to less than one-tenth of their minimum, concrete damages. In addition, many members suffered injuries or

permanent dental damages resulting from the alleged actions of the defendant contained in the complaint, and additional damages should be awarded, as required or allowed by law, to make all class members whole.

In addition, I object to attorney's fees on similar grounds. The total amount of a contingency legal fees of 25 percent of the settlement amount, is unreasonable and exorbitant – particularly when class members are estimated to receive less than \$100. This clearly demonstrates that “out of control” nature of class-action lawsuits where the lawyers are overly compensated, and class members are not adequately compensated for their actual damages. The legal fees should be reduced and provided to the members of the class, to adequately compensate them for their damages. The attorneys knowingly took this case for the benefit of the class, not their own interest; yet they are the only ones actually and truly benefiting.

Pursuit to the above rules and case law, The Court must reject the current settlement and only entertain as settlement which provides fair, reasonable, and adequate compensation for class-member damages. Evidence of my specific damages and injuries are contained in my client and patient records, which should have been obtained through discovery.

Statement V:

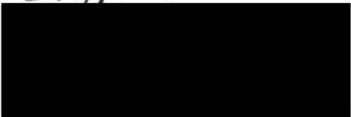
I do not currently plan to attend the final hearing, but reserve the right for me or my attorney to do so. I also reserve all rights and privileges resulting from the class-action lawsuit, and arising from my individual causes of action.

Signed:

A black rectangular redaction box covering the signature of Scott St. John.

Scott St. John

St. John



23 JUN 2025 PM 4 L



Snow v. Align Class Action
ATTN: Exclusion Request
P.O. Box 2830
Portland, OR 97208-2830

97208-283030



Objection # 2

Tiara Lindsey

Objection to Settlement in Snow v. Align Technology, Inc., Case No. 21-cv-03269-VC (N.D. Cal.)

To Whom It May Concern,

I am writing to formally object to the proposed settlement in the case of Snow v. Align Technology, Inc., Case No. 21-cv-03269-VC. I am a member of the Settlement Class, having purchased and used orthodontic treatment through SmileDirectClub.

While I understand that the proposed settlement offers pro rata cash payments to Settlement Class Members, the amount—currently estimated between \$40 to \$60—is grossly inadequate in my case and fails to address the specific and substantial harm I personally endured.

Grounds for Objection

1. **Incomplete Treatment & Daily Dental Regression**
My treatment was halted abruptly due to SmileDirectClub's bankruptcy and closure of

business. As a result, my teeth are actively shifting back every day. This has caused pain, physical discomfort, and visible regression, leaving me in a worse condition than before treatment.

2. Failure to Provide Paid Retainers

I paid in full for retainers, which were never provided. Retainers are medically necessary to maintain orthodontic results, and SmileDirectClub's failure to deliver them has directly worsened my dental condition.

3. Reversal of Prior Orthodontic Corrections

My SmileDirectClub treatment caused reversal of my previous orthodontic corrections, forcing me to seek emergency consultation from a licensed orthodontist. My alignment deteriorated to the point of requiring traditional braces.

4. Financial Loss

My out-of-pocket expenses for consultations and corrective re-treatment already exceed \$7,000. I anticipate additional expenses as I am still undergoing treatment to repair the damage caused by SmileDirectClub.

5. Negligence & Emotional Harm

The company's negligence has caused me lasting pain, emotional distress, and loss of confidence. I

trusted SmileDirectClub to complete a medical treatment that they abandoned without resolution.

6. Unauthorized Third-Party Solicitation

Following SmileDirectClub's bankruptcy, my personal information was improperly shared with a third party who attempted to solicit further treatment. This constitutes a privacy breach and further misconduct.

Demand

Given the financial, medical, and emotional harm suffered, I respectfully demand \$20,000 in compensation. This amount reflects reimbursement for my documented expenses and damages for pain, suffering, and negligence. A flat \$40–\$60 payout is grossly inadequate for patients like myself, whose harm was substantial and ongoing.

I further request that the Court consider either:

- An individualized review process for Settlement Class Members who submit documentation of harm, or
- A tiered compensation model based on severity of impact.

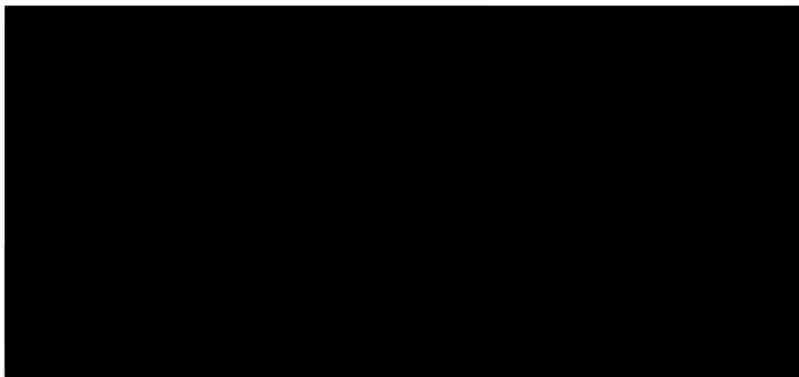
Compliance with Court Requirements

Case Name & Number:

Snow v. Align Technology, Inc., Case No. 21-cv-03269-VC (N.D. Cal.)

My Full Contact Information:

Tiara Lindsey



Legal Representation:

I am not currently represented by a lawyer for this matter but will retain counsel if necessary to pursue a resolution.

Scope of Objection:

This objection applies to myself solely.

Prior Objections:

This is my first objection to a class action settlement.

Transfer of Rights:

I have not sold or transferred my rights in this matter to any other party.

Supporting Documentation:

- Photos of dental regression
- Letter from my orthodontist
- Receipts for related dental expenses

Intent to Appear:

I do not currently intend to appear at the Final Approval Hearing but reserve the right to do so.



Tiara Lindsey

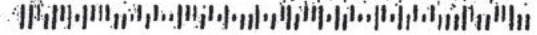


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Snow V. Align Class Action
Settlement Administrator
ATTN: Objections
P.O Box 2830
Portland, OR 97208-2830

97208-283030



Objection # 3

Crisvely Soto Martinez

Crisvely Soto Martinez

Date: June 24, 2025

Re: Objection to Proposed Settlement in *Snow v. Align Technology, Inc.*, Case No. 21-cv-03269-VC (N.D. Cal.)

Dear Judge Chhabria,

I am submitting this letter to formally object to the proposed Settlement in *Snow v. Align Technology, Inc.*, Case No. 21-cv-03269-VC (N.D. Cal.). I am a member of the Settlement Class, as I purchased SmileDirectClub aligners for personal use in the United States during the covered period.

(a) Case Name and Number:

- *Snow v. Align Technology, Inc.*, Case No. 21-cv-03269-VC (N.D. Cal.)

(b) My Contact Information: see above

(c) Class Counsel: I understand that the Court has appointed **Steve W. Berman of Hagens Berman Sobol Shapiro LLP**, 1301 Second Avenue, Suite 2000, Seattle, WA 98101, as **Class Counsel**, and he can be reached at contactus@hbsslaw.com or by phone at 1-206-623-7292.

(d) Scope of Objection: This objection applies to **the entire Settlement Class**.

(e) Previous Class Action Objections: I have **never objected** to any class action settlement prior to this case.


(f) Transfer of Recovery Rights: I have **not sold or transferred** the right to any recovery in this matter to anyone else.

(g) Grounds for Objection: Although I appreciate that a settlement is being offered, I strongly object to the **pro rata (equal share)** distribution method proposed.

I personally spent **over \$1,000** on SmileDirectClub aligners during the covered period. At the time, I was an undergraduate student with limited financial means. To make my payments on time, I had to make **significant personal sacrifices**, including **skipping meals and not buying groceries**. The fact that I, and others who paid substantially more than the minimum, will receive the **same flat payout** as someone who may have paid far less does not feel just or equitable.

If the alleged conduct caused consumers to **overpay**, then refunds should be **proportional to how much each person spent**. The current structure ignores real differences in harm and overpayment. I respectfully request that the Court consider **tiered or purchase-based compensation**, which would more accurately reflect damages suffered by each class member.

(h) Final Hearing Attendance: I **do not intend to appear** at the Final Approval Hearing, either personally or through an attorney.

(i) Signature: 

Printed Name: Crisvely Soto Martinez

Date: 24 June 2025

Crisvelly Soto Martinez



[Redacted]
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Snow v. Align Class Action
ATTN: Objections
P.O. Box 2830
Portland, OR 97208-2830

97208-283030



Objection # 4

Candy Araiza

Any objections from Settlement Class Members regarding the Settlement Agreement must be submitted in writing, mailed and postmarked on or before October 30, 2025 to:

Snow v. Align Class Action

Settlement Administrator

ATTN: Objections

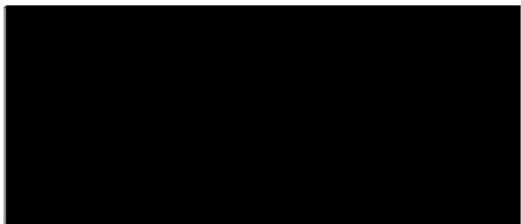
P.O. Box 2830

Portland, OR 97208-2830

Your objection must include:

Case name and number: Snow v. Align Technology, Inc., Case No. 21-cv-03269-VC (N.D. Cal.);

Full name: Candy Araiza



My objection applies only to me, however, it might apply to the entire class. This is the first time that I have objected to a class action settlement.

I have not sold or otherwise transferred the right to recovery in this lawsuit to another person or entity.

I specifically object to these grounds due to the fact that I purchased all of the required aligners and there were many liners missing, causing unnecessary pain. I was also told that I could get a final retainer for a low price. I have been using the last retainer since the Align company went out of business. I paid the full price knowing that I was going to get support for my unaligned teeth.

The Court has appointed the following lawyer as Class Counsel to represent you and the Settlement Class for purposes of this Settlement: Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 This lawyer is called "Class Counsel." You may contact Class Counsel by writing to the address above, emailing contactus@hbsslw.com, or by calling 1-206-623-7292. I intend to appear at the Final Approval Hearing, if the Mr. Berman requires it.

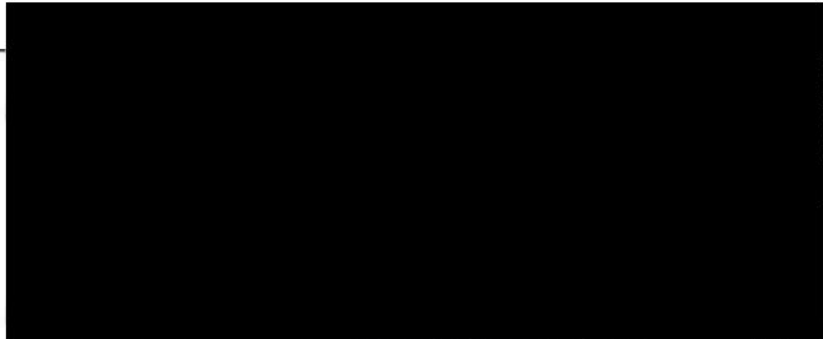
Respectfully,

Candy Araiza



10/6/2025

C. Araiza



1 Snow v. Align Class Action
Settlement Administrator
Attn: Objections
P.O. Box 2830
Portland, OR 97208-2830



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