

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.

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

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.

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