

# EXHIBIT 1

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

**If you were formerly certified to prescribe Invisalign orthodontic systems you may be eligible for reinstatement or a payment from a class action settlement.**

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

- The settlement will address the claims of a class of dentists and orthodontists who were suspended or decertified as approved Invisalign prescribers by reason of Align Technology Inc.’s “Proficiency Requirement”, in or after January 2010.
- You are receiving this notice because records indicate you may be a member of the class preliminarily certified by the Court.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**
- See [www.leiszlersettlement.com](http://www.leiszlersettlement.com) for more information and to register to receive updates regarding the settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>SUBMIT AN ELECTION FORM</b>	<b>The only way to choose what you get, if eligible.</b> If you are an eligible doctor, you opt for the “Cash Option,” and you submit a valid and timely claim form, you will receive a cash settlement payment.
<b>DO NOTHING</b>	<b>Can be reinstated, unless already done so.</b> By doing nothing, you will still be entitled to participate in the Reinstatement Benefit, unless you were already reinstated, in which case you will automatically receive cash. You will have one year to complete a short Recertification Training Course at no extra cost in order to be reinstated. You will give up any rights to sue Align separately about the same legal claims in this lawsuit.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b> If you ask to be excluded you will receive no money or benefits in this lawsuit, but you will maintain the right to sue Align separately about the same legal claims in this lawsuit.
<b>OBJECT</b>	<b>Write to the Court about why you don’t like the settlement.</b> You must remain a member of the lawsuit (you cannot ask to be excluded) in order to object to the settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

### **Basic Information**

#### **1. Why did I get this notice?**

Records show that you were an approved Invisalign prescriber in 2009 or earlier and were deactivated or suspended as an approved prescriber in or after January 2010 for failure to meet the “Proficiency Requirement” of Align. The Court directed that this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections and any appeals are resolved, Align will recertify Class Members or make the payments to Class Members that the settlement allows. You will be informed of the progress of the settlement if you register your email address on the settlement website, [www.leiszlersettlement.com](http://www.leiszlersettlement.com).

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Honorable Maxine M. Chesney of the United States District Court for the Northern District of California is overseeing this lawsuit. The lawsuit is known as *Christopher J. Leiszler DDS and Joseph Styger DDS v. Align Technology Inc.*, Case No. 3:10-cv:2010-MMC.

#### **2. What is this lawsuit about?**

This lawsuit is about whether Align violated the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* by suspending or decertifying doctors as approved Invisalign prescribers for failure to prescribe a minimum number of new cases and to attend a minimum number of continuing education hours each year.

#### **3. What is a class action and who is involved?**

In a class action lawsuit, one or more persons called “Class Representatives” (in this case, Christopher Leiszler, DDS and Joseph Styger, DDS) sue on behalf of other people who have similar claims. These people together are called a “Class” or “Class Members.” Class Representatives—and all Class Members like them—are called the Plaintiffs. The company they sued (in this case Align) is called the Defendant. One Court resolves the issue for everyone in the Class—except for those people who choose to exclude themselves from the Class.

#### **4. Why is this lawsuit a class action?**

The Court decided preliminarily that this lawsuit can be a class action for settlement purposes because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- There are legal questions and facts that are common to each Class Member;
- Class Representatives' claims are typical of the claims of the rest of the Class;
- Class Representatives and the lawyers representing the Class will fairly and adequately represent the Class' interests;
- The common legal questions and facts are more important than the questions that affect only individuals; and
- This class action will be more effective than having many individual lawsuits.

### **The Claims in the Lawsuit**

#### **5. What was this lawsuit about?**

In this lawsuit, Plaintiffs say that Align's deactivation or suspension of doctors that had paid for CE1 for failure to comply with Align's "Proficiency Requirement" announced in June 2009 and subsequently amended violated California law. You can read Plaintiffs' [Class Action Complaint](#) at [www.StueveSiegel.com/Invisalign](http://www.StueveSiegel.com/Invisalign) or [www.leiszlersettlement.com](http://www.leiszlersettlement.com).

### **Who is in the Class**

#### **6. Am I part of this Class?**

If you were certified to prescribe Invisalign in 2009 or earlier and then lost your active status in or after January 2010 as a result of Align's "Proficiency Requirement", you are a Class Member.

#### **7. I'm still not sure if I am included.**

If you are still not sure whether you are included, you can get free help at [www.StueveSiegel.com/Invisalign](http://www.StueveSiegel.com/Invisalign) or by calling or writing the lawyers in this case at the phone number and address listed in question 24.

## The Settlement Benefits—What You Get

### 8. What do I get?

Align has agreed to reinstate all Class Members who wish to be reinstated at no additional cost following completion of a free, 3-hour on-line course described below. Align has also agreed to create a Cash Settlement Fund of no less than \$7,976,350.00. Some Class Members are eligible for a cash payment in lieu of reinstatement. Your eligibility for a cash payment in lieu of reinstatement depends on your classification. Each Class Member is classified into one of four Groups:

**Group 1** includes all Class Members who paid to retake Clear Essentials I or Clear Principles (“CE1”) and became recertified after they were suspended or decertified as approved Invisalign prescribers.

**Group 2** includes all Class Members not in Group 1 who (i) took an Invisalign continuing education course, including CE1, in the calendar year 2009; or (ii) started at least one Invisalign case on or after June 1, 2008.

**Group 3** includes all Class Members not in Group 1 or Group 2 who (i) took CE1 between June 1, 2008 and January 1, 2009; or (ii) started at least one Invisalign case prior to June 1, 2008.

**Group 4** includes all Class Members not in Groups 1, 2, or 3 who never started at least one Invisalign case.

The remedy you are entitled to is determined by your classification as follows:

Group No.	Benefit
Group 1	\$2,000 Cash Payment
Group 2	Choice of Reinstatement or \$500
Group 3	Choice of Reinstatement or \$350
Group 4	Reinstatement

The cash payments will be reduced by up to 25% for payment of attorney’s fees and costs in an amount approved by the Court. For example, if you started one Invisalign case in November, 2008 and no others, and were dropped or suspended as an active Invisalign prescriber in January 2010, you would be entitled to choose either Reinstatement at no additional cost, or \$500, less a pro-rata share of court-approved fees and costs.

The Election Form is enclosed with this Notice and also available on the settlement website, [www.leiszlersettlement.com](http://www.leiszlersettlement.com). If you believe you have been misclassified, please write to the settlement administrator and provide proof of your classification no

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later than March 4, 2011.

**9. How can I get reinstated or paid?**

**Reinstatement Benefit:** To begin prescribing Invisalign again as an active Invisalign prescriber, you must complete a free, online Recertification Training Course (“RTC”) that Align will make available once the settlement receives final approval from the Court. The RTC will not take more than 3 hours and must be completed within one year of the Court’s order finally approving the settlement. If you wish to be reinstated, do nothing at this time. When this settlement is approved Align will send you instructions for completing the RTC if you have registered on the settlement website to receive updates automatically by email. If you elect not to register on the settlement website, then you should check that website periodically for updates regarding the status of the settlement.

**Cash Benefit:** If you are in Group 1 this is your only remedy because you have already become recertified. You will receive payment of \$2,000, less a pro-rata share of Court-approved costs and fees once the settlement is approved by the Court. If you are in Group 2 or Group 3, you have the choice of selecting the Cash Benefit instead of the Reinstatement Benefit. To receive the Cash Benefit, you must complete the enclosed Election Form and return it to Epiq Systems, PO Box 6809, Portland, OR 97228-6809 or submit it on the settlement website **NO LATER THAN MARCH 4, 2011**. If you elect to receive the Cash Benefit, you will not be entitled to free reinstatement.

**10. What happens if I do not return the election of remedies form or documentation by the postmarked date?**

If you do not submit a valid Election Form by March 4, 2011, then you will not receive any cash payment. Provided you do not elect to exclude yourself from the settlement, you will still be entitled to the Reinstatement Benefit once you complete the RTC. If the Court approves the settlement, you will be notified by the Settlement Administrator with instructions on how to complete the RTC, if you have registered to receive updates automatically on the settlement website. If you elect not to register on the settlement website, then you should check that website periodically for updates regarding the status of the settlement.

**11. When do I get my payment?**

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Unfortunately, the legal requirements for approving a class action take time. The Court

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will hold a hearing on **April 8, 2011**, to decide whether to approve the settlement. If the Court approves the settlement, there may or may not be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check the progress of the settlement at the settlement website [www.leiszlersettlement.com](http://www.leiszlersettlement.com), by registering on that website to receive automatic updates by email, or by contacting Class Counsel.

## **12. What am I giving up to stay in the Class?**

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Align about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

### **Excluding Yourself from this Lawsuit**

If you don't want reinstatement or a cash payment from this settlement, but you want to keep the right to sue or continue to sue Align, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as “opting out” of the settlement Class.

## **13. How do I get out of this settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Christopher J. Leiszler DDS and Joseph Styger DDS v. Align Technology Inc.*, Case No. 3:10-cv:2010-MMC. You must include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than March 4, 2011 to:

Epiq Systems  
PO Box 6809  
Portland, OR 97228-6809

You can't exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not be entitled any of the benefits of this settlement, including the right to be reinstated or a cash payment. You also cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

## **14. Why would I ask to be excluded?**

If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting out” of the Class—you won't get any money or

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benefits from this lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be approved) between Align and the Plaintiffs. However, you may then be able to sue or continue to sue Align for the same claims. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against Align after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you choose to exclude yourself so you can start your own lawsuit against Align, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

**15. If I exclude myself can I get money from this Settlement?**

No. If you exclude yourself, you may not send in an Election Form to ask for any money. You also will not receive the reinstatement benefit.

**The Lawyers Representing You**

**16. Do I have a lawyer in this case?**

The Court has decided that the law firm Stueve Siegel Hanson LLP ("SSH") is qualified to represent you and all Class Members. SSH is referred to as "Class Counsel" here. SSH is experienced in handling similar consumer cases under both state and federal law. More information about this law firm, its practices, and its lawyers' experience is available at [www.StueveSiegel.com](http://www.StueveSiegel.com).

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

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may have to pay that lawyer. For example, you can ask your own lawyer to appear on your behalf in Court if you want someone other than Class Counsel to speak for you.

**18. How will the lawyers be paid?**

Class Counsel has prosecuted this case on a contingency basis. They have not received any fees or reimbursement for any of the expenses associated with this case. Class Counsel will request fees and expenses from the Court. Class Counsel have agreed to

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seek fees and costs of no more than 25% of the Settlement Fund.

### Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

#### 19. How do I tell the Court I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file an objection with the Court in the case *Christopher J. Leiszler DDS and Joseph Styger DDS v. Align Technology Inc.*, Case No. 3:10-cv:2010-MMC. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to these three different places postmarked no later than **March 4, 2011**. *If you do not file a timely objection, you will be foreclosed from seeking any adjudication or review of the settlement by appeal or otherwise.*

Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court for the Northern District of California 450 Golden Gate Avenue, 16 <sup>th</sup> Floor San Francisco, CA 94102	<b>STUEVE SIEGEL</b> <b>HANSON LLP</b> c/o Invisalign Objection 460 Nichols Rd. Suite 200, Kansas City, MO 64112	<b>WILSON SONSINI</b> <b>GOODRICH ROSATI</b> c/o Rod Strickland 650 Page Mill Rd. Palo Alto, CA 94304

#### 20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you are not required to.

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**21. When and where will the Court decide to approve the settlement?**

The Court will hold a Fairness Hearing at 9:00 a.m. on April 8, 2011, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 in Courtroom 7 on the 19<sup>th</sup> Floor. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The Court may adjourn or reschedule the hearing without further notice.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**23. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in *Christopher J. Leiszler DDS and Joseph Styger DDS v. Align Technology Inc.*, Case No. 3:10-cv:2010-MMC. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than March 4, 2011, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses on the previous page. You cannot speak at the hearing if you excluded yourself.

**Getting More Information**

**24. Are there more details available?**

Visit the settlement website, [www.leiszlersettlement.com](http://www.leiszlersettlement.com) or [www.StueveSiegel.com](http://www.StueveSiegel.com)

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where you will find the Complaint that the Plaintiffs submitted, the Defendant's Motion to Dismiss, as well as Class Counsel's motion for final approval and request for attorneys fees (which will be posted after it is filed on or before February 4, 2011), and the Settlement Agreement. Updates regarding the case will also be available [www.StueveSiegel.com](http://www.StueveSiegel.com) and the settlement website. You can register on the settlement website to receive updates automatically by electronic mail.

You may also speak to Class Counsel by calling toll-free (888) 816-1761 or by writing to: Invisalign Class Action, Stueve Siegel Hanson LLP, 460 Nichols Rd., Suite 200, Kansas City, MO 64112.