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 18 ALIGN TECHNOLOGY, INC.

**FILED**  
 SEP 15 2014  
 RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION

17 ALIGN TECHNOLOGY, INC., a  
 18 Delaware corporation,  
 19  
 20 Plaintiff,  
 21 v.  
 22 GARY YENIN, an individual, d/b/a  
 23 Aligninline; ALIGNINLINE, a business  
 24 entity of unknown origin, and Does 1-25,  
 25 inclusive,  
 26  
 27 Defendants.

Case No. 5:14-cv-3718-HRL  
**[PROPOSED] CONSENT JUDGMENT  
 AND PERMANENT INJUNCTION,  
 AND STIPULATION OF THE  
 PARTIES THERETO**  
 [Re: Dkt. 11]

1 **RECITALS**

2 1. This Consent Judgment and Permanent Injunction and Stipulation of the  
3 Parties Thereto (“Consent Judgment and Permanent Injunction”) is entered into by  
4 Plaintiff Align Technology, Inc. (“Align”), on the one hand, and Defendants Gary Yenin  
5 and Aliginline (collectively “Defendants”), on the other hand, for the relief provided  
6 herein.

7 2. On August 15, 2014, Align brought the above-captioned Complaint against  
8 Defendants for Unfair Competition and False Endorsement, Trademark Infringement,  
9 Violations of the Anti-Cybersquatting Consumer Protection Act, and Trademark Dilution  
10 in connection with the Defendants’ use of ALIGNINLINE as a trademark and trade name  
11 and registration of the domain names <aligninline.com> and <inlinealign.com>.

12 3. The parties, wishing to resolve their differences and settle all disputes and  
13 potential claims arising in this matter, voluntarily enter into this Consent Judgment and  
14 Permanent Injunction. Defendants hereby acknowledge that they have read the terms of  
15 this Consent Judgment and Permanent Injunction, understand these terms, and agree to be  
16 bound by these terms.

17 **JUDGMENT AND PERMANENT INJUNCTION**

18 Based on the foregoing recitals, and good cause having been shown, it is hereby  
19 STIPULATED AND AGREED that the following Judgment and Permanent Injunction in  
20 favor of Align and against Defendants should be granted, and such Judgment should be  
21 entered as the Final Judgment herein:

22 4. The Court has jurisdiction over the subject matter of this action pursuant to  
23 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.

24 5. For purposes of the Complaint and this Consent Judgment and Permanent  
25 Injunction, the parties stipulate that this Court has personal jurisdiction over Defendants as  
26 to the allegations in the Complaint, that venue is proper in the Northern District of  
27 California, San Jose Division, and that this Court has continuing jurisdiction to enter and  
28 enforce the provisions of this Consent Judgment and Permanent Injunction.

1           6. Defendants shall immediately deactivate the <aligninline.com> domain  
2 name, and shall thereafter take all steps necessary to transfer the domain name registration  
3 for <aligninline.com> to Align.

4           7. Effectively immediately, Defendants, and their officers, agents, servants,  
5 employees, and all persons in active concert or participation with them, are hereby  
6 permanently enjoined from:

7                   (a) using the terms ALIGNINLINE and INLINEALIGN, including, but not  
8 limited to, displaying these terms on any websites, social media pages, business signage,  
9 brochures, advertisements, packaging, products, letterhead, marketing materials, or  
10 business collateral;

11                   (b) using or registering any other trademark, trade name, or domain name  
12 that incorporates the ALIGN mark or any other confusingly similar mark; and

13                   (c) registering, acquiring, or using any Internet domain name that  
14 incorporates the ALIGN mark or any other confusingly similar mark;

15                   (d) failing to transfer the domain name registration for <aligninline.com> to  
16 Align.

17           8. All claims asserted by the parties herein against each other in this action are  
18 henceforth dismissed without prejudice, each party to bear its own costs and expenses  
19 incurred in connection with this action.

20           9. The parties hereto release one another from all claims and causes of action  
21 that have been brought or could have been brought against the other, or against the  
22 officers, directors, employees, shareholders, or attorneys of the other, whether known or  
23 unknown, as of the time of filing of this Consent Judgment and Permanent Injunction,  
24 arising out of or relating to the subject matter of the Complaint. Each party expressly  
25 waives any and all rights under California Civil Code Section 1542 in connection with the  
26 releases provided herein. California Civil Code Section 1542 provides as follows:

27           A general release does not extend to claims which the creditor does not know or  
28           suspect to exist in his or her favor at the time of executing the release, which if

1 known by him or her must have materially affected his or her settlement with the  
2 debtor.

3 The parties, being aware of this Code Section, hereby expressly, knowingly and  
4 intentionally waive any rights they may have thereunder, as well as under any other statute  
5 or common law principles of similar effect.

6 10. This Consent Judgment and Permanent Injunction shall be binding upon, and  
7 inure to the benefit of, the affiliates, associated companies, licensees, successors and  
8 assigns of the parties hereto.

9 11. This Consent Judgment and Permanent Injunction and all actions for the  
10 breach thereof will be governed, construed, and interpreted in accordance with the laws of  
11 the State of California without regard to or application of choice of law rules or principles.

12  
13 The parties hereto stipulate and agree to the accuracy of the representations set forth  
14 in this Consent Judgment and Permanent Injunction, to the imposition and assumption of  
15 the duties and to the conveyance and acceptance of the rights provided herein, and to the  
16 entry of judgment and of a permanent injunction based thereon. The individuals executing  
17 this Consent Judgment and Permanent Injunction confirm that they are duly authorized to  
18 do so, and are authorized to bind the parties to this Consent Judgment and Permanent  
19 Injunction on whose behalf they execute it.

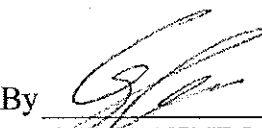
20  
21 Dated: September 9, 2014

22 By Scott Meggs  
23 SCOTT MEGGS, Vice President,  
24 Associate General Counsel, Litigation &  
25 Regulatory Affairs  
26 For Plaintiff ALIGN TECHNOLOGY, INC.


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Dated: 09.05, 2014

By   
GARY YENIN  
In Pro. Per.

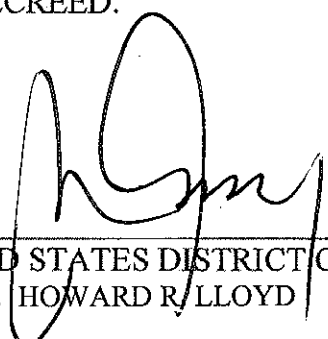
Dated: 09.05, 2014

By   
GARY YENIN  
For Aligninline

Based on the stipulation and agreement of the parties, the Complaint on file in this action, and such other matters as the Court may properly consider, and good cause appearing therefor,

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 9/15, 2014

  
UNITED STATES DISTRICT COURT  
MAGISTRATE JUDGE HOWARD R. LLOYD