

UNITED STATES INTERNATIONAL TRADE COMMISSION
Washington, D.C.

In the Matter of

**CERTAIN INCREMENTAL DENTAL
POSITIONING ADJUSTMENT
APPLIANCES AND METHODS OF
PRODUCING SAME**

Inv. No. 337-TA-562
(Enforcement Proceeding)

Order No. 76: INITIAL DETERMINATION
Terminating the Investigation

Pursuant to 19 C.F.R. § 210.21, complainant Align Technology, Inc. and respondents ClearCorrect Operating, LLC; ClearCorrect Pakistan (Private), Ltd.; Mudassar Rathore; Waqas Wahab; Asim Waheed; and Nadeem Arif filed a joint motion to terminate this investigation in its entirety based on a termination agreement. Motion Docket No. 562-72. The Commission Investigative Staff filed a response supporting the pending motion.

Commission Rule 210.21(a)(2) provides that “[a]ny party may move at any time to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement” 19 C.F.R. § 210.21(a)(2). Commission Rule 210.21(b)(1) provides in relevant part that “[a]n investigation before the Commission may be terminated as to one or more respondents pursuant to section 337(c) of the Tariff Act of 1930 on the basis of a licensing or other settlement agreement.” 19 C.F.R. § 210.21(b)(1).

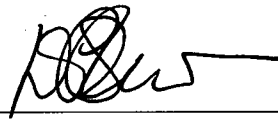
The pending motion complies with the Commission Rules, and is in the interest of public policy. Pursuant to Commission Rule 210.21(b)(1), movants state that “[t]here are no other agreements, written or oral, express or implied, between the Private Parties concerning the subject matter of this Remand Action.” Mot. at 1. Movants further state:

Termination of this Remand Action poses no threat to the public interest. Indeed, it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor resolution of disputes among the Private Parties themselves, which preserve resources for both the Commission and the private parties

Id. at 2.

Accordingly, it is the initial determination of the undersigned that Motion No. 562-72 is granted. This investigation is terminated in its entirety.¹

Pursuant to 19 C.F.R. § 210.42(h), this initial determination shall become the determination of the Commission unless a party files a petition for review of the initial determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders on its own motion a review of the initial determination or certain issues contained herein.



David P. Shaw
Administrative Law Judge

Issued: April 8, 2015

¹ The procedural schedule is hereby stayed pending a final determination by the Commission on the motion to terminate.

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION
WASHINGTON, D.C.

Before the Honorable David P. Shaw
Administrative Law Judge

In the Matter of:

CERTAIN INCREMENTAL DENTAL
POSITIONING ADJUSTMENT
APPLIANCES AND METHODS OF
PRODUCING SAME

Inv. No. 337-TA-562 - Enforcement
Proceeding (Remand)

**JOINT MOTION UNDER RULE 210.21 TO TERMINATE THE INVESTIGATION AND
REQUEST FOR STAY OF PROCEDURAL SCHEDULE PENDING CONSIDERATION
OF MOTION TO TERMINATE**

Pursuant to 19 C.F.R. § 210.21(a) or (b), Complainant Align Technology, Inc. (“Align”) and Respondents ClearCorrect Operating, LLC (“ClearCorrect” or “ClearCorrect Operating”); ClearCorrect Pakistan (Private), Ltd. (“ClearCorrect Pakistan” or “CCPPL”); Mudassar Rathore; Waqas Wahab; Asim Waheed; and Nadeem Arif (collectively, “Respondents” and together with Align the “Private Parties”) hereby jointly move to terminate this Remanded Enforcement Investigation No. 337-TA-562 (“Remand Action”) on the basis of a *Termination Agreement* between the parties. In addition, the parties jointly request the presiding Administrative Law Judge to suspend the hearing and remaining deadlines in this Remand Action until the joint motion to terminate is finally ruled upon by the Commission. The parties have consulted the Office of Unfair Import Investigations (“Staff”), which has indicated that it reserves its position on this Motion.

On March 26, 2015, Align and Respondents entered into a *Termination Agreement*. The *Termination Agreement* resolves the disputes between Align and Respondents as to this Remand Action. There are no other agreements, written or oral, express or implied, between the Private Parties concerning the subject matter of this Remand Action.

PUBLIC VERSION

Termination of this Remand Action poses no threat to the public interest. Indeed, it is in the interest of the public and administrative economy to grant this motion. Commission policy and the public interest generally favor resolution of disputes among the Private Parties themselves, which preserve resources for both the Commission and the private parties, and motions to terminate based on such resolutions are routinely granted. *See, e.g., Certain Equipment for Telecommunications or Data Communications Networks, Including Routers, Switches, and Hubs, and Components Thereof*, Inv. No. 337-TA-574, Order No. 27 at 4 (May 24, 2007) (ALJ Charneski) (“termination of litigation under these circumstances is generally in the public interest as settlement avoids needless litigation and conserves public resources”); *Certain Non-Shellfish Derived Glucosamine and Products Containing Same*, 337-TA-668, Order No. 11 at 4-5 (May 13, 2009) (ALJ Rogers) (same); *Certain Semiconductor Chips and Products Containing Same*, Inv. No. 337-TA-753, Order No. 62 at 2-3 (February 22, 2012) (ALJ Essex) (granting joint motion to partially terminate investigation on grounds that there was no indication that termination of the investigation based on the settlement agreement would have an adverse impact on the public interest); *Certain Video Analytics Software, Systems, Components Thereof, and Product Containing Same*, Inv. No. 337-TA-795, Order No. 19 at 1-2 (February 23, 2012) (ALJ Shaw) (granting joint motion to terminate, and noting that “[t]he Commission has stated that ‘in the absence of extraordinary circumstances, termination of the investigation will be readily granted to a complainant during the prehearing stage of an investigation.’” (citations omitted)).

The *Termination Agreement* contains Confidential Business Information within the meaning of 19 C.F.R. § 201.6 until the Parties file a Joint Press Release announcing the termination subsequent to the filing of this Motion. The Parties therefore request that it be

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treated as Confidential Business Information under the Protective Orders (Order Nos. 33 and 40) in this Investigation. The *Termination Agreement* is attached as Confidential Exhibit A. In compliance with Rule 210.21(a) or (b), the Parties also attach a public version of the *Termination Agreement* (Exhibit B). The confidentiality of this Motion and the Termination Agreement will be removed as of the filing by the Parties of a public version of this Motion.

The Private Parties further request a stay of this Remand Action pending final resolution of the instant motion as to all events and Procedural Schedule deadlines. Good cause exists for such a stay, as it will conserve the resources of the Commission and the parties. Similar requests for stay have been granted when parties have resolved their disputes. *See, e.g., Certain Hybrid Electric Vehicles*, Inv. No. 337-TA-688, Order No. 15 at 1 (July 15, 2010); *Certain Sleep-Disordered Breathing Treatment Systems and Components Thereof*, Inv. No. 337-TA-879, Order No. 11 at 6 (July 17, 2013); *Certain Consumer Electronics with Display and Processing Capabilities*, Inv. No. 337-TA-884, Order No. 32 at 1 (Oct. 18, 2013).

Because the public interest and Commission precedent support the termination of a pending investigation based on resolution of disputes among the Private Parties themselves, the Parties respectfully request that the Administrative Law Judge issue an initial determination terminating the above-captioned investigation in accordance with the provisions of 19 U.S.C. § 1337(c) and 19 C.F.R. § 210.21(a) or (b) based on the accompanying Agreement. The Parties further request that the Administrative Law Judge stay this Remand Action pending final resolution of the Motion to Terminate.

Dated: April 6, 2015

Respectfully submitted,
By: /s/ Scott M. Flicker

Scott M. Flicker
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PUBLIC VERSION

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PUBLIC VERSION

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*Counsel for Respondents ClearCorrect Pakistan
(Private), Ltd.; Mudassar Rathore, Waqas
Wahab, Nadeem Arif, Asim Waheed*

PUBLIC VERSION

WASHINGTON, D.C.

**Before the Honorable David P. Shaw
Administrative Law Judge**

In the Matter of:

**CERTAIN INCREMENTAL DENTAL
POSITIONING ADJUSTMENT
APPLIANCES AND METHODS OF
PRODUCING SAME**

**Inv. No. 337-TA-562 - Enforcement
Proceeding (Remand)**

**[PROPOSED ORDER] Order No. ___ - INITIAL DETERMINATION GRANTING
JOINT MOTION UNDER RULE 201.21 TO TERMINATE THE INVESTIGATION AND
STAYING PROCEDURAL SCHEDULE PENDING CONSIDERATION OF MOTION
TO TERMINATE**

On March 23, 2015, Complainant Align Technology, Inc. (“Align”) and Respondents ClearCorrect Operating, LLC (“ClearCorrect” or “ClearCorrect Operating”); ClearCorrect Pakistan (Private), Ltd. (“ClearCorrect Pakistan” or “CCPPL”); Mudassar Rathore; Waqas Wahab; Asim Waheed; and Nadeem Arif (collectively, “Respondents”) filed a motion seeking to terminate this remanded enforcement investigation (“Remand Action”) pursuant to a *Termination Agreement* under 19 C.F.R. § 201.21(a) or (b). Motion Docket No. 562-___.

The Commission Investigative Staff has indicated that it does not oppose the motion.

The Commission’s Rules provide that “[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of a settlement, a licensing or other agreement” 19 C.F.R. § 210.21(a)(2); *see also Certain Organizer-Racks-and Products Containing-Same*, Inv. No. 337-TA-466, Order No. 7 at 2 (Feb. 19, 2001).

In this Remand Action, the motion to terminate is based on a *Termination Agreement* between Align and Respondents. In accordance with Commission Rule 210.21 (a) or (b), the parties filed a public version of the *Termination Agreement*, attached herein as Appendix A. The

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motion further states, consistent with Commission Rule 210.21(a)(1) or (b)(1), that there are “no other agreements, written or oral, express or implied, between the Private Parties concerning the subject matter of this Investigation.” (Motion at 1.) The *Termination Agreement* appears to resolve the dispute between Align and Respondents.

Commission Rule 210.50(b)(2) provides that in the case of a proposed termination by settlement agreement or consent order, the parties may file statements regarding the impact of the proposed termination on the public interest, and the administrative law judge may hear argument, although no discovery may be compelled, with respect to issues relating solely to the public interest. 19 C.F.R. § 210.50(b)(2). In their motion, the Parties assert that termination of this investigation is in the public interest. (Motion at 2.)

Based on the pleadings filed in connection with the motion to terminate this Remand Action, the ALJ finds there is no indication that termination based on the *Termination Agreement* would have an adverse impact on the public interest.

Accordingly, it is the Initial Determination that the joint motion to terminate this Remand Action be GRANTED. This initial determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein. Pending the Commission’s final determination, the hearing and all remaining deadlines in this Investigation are suspended.

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David P. Shaw
Administrative Law Judge

Issued: April __, 2015

PUBLIC VERSION

CERTIFICATE OF SERVICE

I, C. Wendy Phinny, hereby certify that on April 8, 2015 true and correct copies of the foregoing *Joint Motion Under Rule 210.21 to Terminate the Investigation and Request for Stay of the Procedural Schedule Pending Consideration of Motion to Terminate* were served upon the following parties as indicated below:

| International Trade Commission | |
|---|---|
| The Honorable Lisa R. Barton Acting Secretary of the Commission U.S. International Trade Commission 500 E Street, S.W., Room 112 Washington, D.C. 20436 | <input type="checkbox"/> Via Hand Delivery (2 Copies) <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Filing |
| The Honorable David P. Shaw Administrative Law Judge U.S. International Trade Commission 500 E Street, S.W. Washington, D.C. 20436 | <input checked="" type="checkbox"/> Via Hand Delivery (2 Copies) <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input type="checkbox"/> Via Electronic Mail |
| Patricia Chow Attorney Advisor U.S. International Trade Commission 500 E Street, S.W., Room 317 Washington, D.C. 20436 | <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Mail patriciachow@usitc.gov |
| Monica Bhattacharyya, Esq. Office of Unfair Import Investigations U.S. International Trade Commission 500 E Street, S.W., Suite 401 Washington, D.C. 20436 Tel: (202) 205-2582 | <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Mail Monica.Bhattacharyya@usitc.gov |

| Respondents: ClearCorrect Pakistan (Private), Ltd.; Mudassar Rathore; Waqas Wahab; Asim Waheed; Nadeem Arif | |
|--|--|
| Lei Mei Mei & Mark LLP 818 18th Street, N.W. Suite 410 Washington, DC 20006 | <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Mail ccppl_itc@meimark.com; mei@meimark.com |

PUBLIC VERSION

| Respondent: ClearCorrect Operating, LLC | |
|--|---|
| Gary M. Hnath MAYER BROWN LLP 1999 K Street, NW Washington, DC 20006 | <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Mail ghnath@mayerbrown.com |
| Michael D. Myers Randy J. McClanahan Robert H. Espey, II MCCLANAHAN MYERS ESPEY, LLP 3355 West Alabama, Suite 210 Houston, TX 77098 | <input type="checkbox"/> Via Hand Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Via Overnight Mail <input checked="" type="checkbox"/> Via Electronic Mail mike@mmellp.com; bob@mmellp.com clearcorrect@mmellp.com |

/s/ C. Wendy Phinny

C. Wendy Phinny
PAUL HASTINGS LLP
875 15th Street, N.W.
Washington, D.C. 20005
Tel: (202) 551-1700
Fax: (202) 551-1705

EXHIBIT A

EXHIBIT B

TERMINATION AGREEMENT BETWEEN THE PRIVATE PARTIES

THIS TERMINATION AGREEMENT BETWEEN THE PARTIES ("Agreement") is made and entered into as of the Effective Date by and between: (i) Align Technology, Inc., a Delaware corporation with its principal place of business in San Jose, California ("Align"); and (ii) ClearCorrect Operating, LLC, a Texas corporation with its principal place of business in Round Rock, Texas; ClearCorrect Pakistan (Private), Ltd., a limited liability corporation organized under the laws of Pakistan; Mudassar Rathore; Waqas Wahab; Asim Waheed; and Nadeem Arif (collectively "Respondents").

RECITALS

WHEREAS, Align and Respondents are engaged in disputes before the International Trade Commission, styled *Certain Incremental Dental Positioning Adjustment Appliances And Methods Of Producing Same*, Inv. No. 337-TA-562 (Remanded Enforcement Proceeding) (the "562 Remand Action") and *Certain Digital Models, Digital Data, And Treatment Plans for Use In Making Incremental Dental Positioning Adjustment Appliances, The Appliances Made Therefrom, And Methods Of Making The Same*, Inv. No. 337-TA-833 (currently pending appeal at the U.S. Court of Appeals for the Federal Circuit as Appeal Nos. 14-1527 and 14-1533) (the "833 Appeals").

WHEREAS, each of Align and Respondents respectively desires to agree to a resolution of the '562 Remand Action pending the outcome of the '833 Appeals;

NOW, THEREFORE, Align and Respondents, in the interest of avoiding additional litigation expense and uncertainty, and in view of the good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

AGREEMENT

Section 1. Definitions

As used in this Agreement:

"562 Remand Action" means *Certain Incremental Dental Positioning Adjustment Appliances And Methods Of Producing Same*, Inv. No. 337-TA-562 (Remanded Enforcement Proceeding).

"562 Remand Action Asserted Claims" means claim 1 of U.S. Patent No. 6,471,511, claim 1 of U.S. Patent No. 6,722,880, and claim 3 of U.S. Patent No. 6,722,880.

"Align" means Align Technology, Inc., and shall include all predecessors, successors, transferees, heirs and assignees thereof.

"ClearCorrect US" means ClearCorrect Operating, LLC., and shall include all predecessors, successors, transferees, heirs and assignees thereof.

“CCPPL” means ClearCorrect Pakistan (Private), Ltd., and shall include all predecessors, successors, transferees, heirs and assignees thereof.

“Effective Date” means the date the last signatory signs this Agreement.

“Final Finding in Favor of Align” means any final, non-appealable decision from the International Trade Commission, Court of Appeals for the Federal Circuit, or U.S. Supreme Court in the ‘833 Appeals, including after remand, that (i) ClearCorrect US directly infringes at least one of the ‘562 Remand Action Asserted Claims; (ii) CCPPL contributorily infringes that claim; (iii) that the infringed claim is valid, enforceable, and not subject to an allowed use (e.g. covenant not to sue) and (iv) there is a corresponding violation of section 337 with regard to such infringement.

“Individual Respondents” means, collectively, Mudsassar Rathore, Nadeem Arif, Waqas Wahab, and Asim Waheed.

“Non-Compete” means the provisions of the non-competition agreement detailed below that prohibits ClearCorrect US from employing, engaging, contracting with, or otherwise utilizing any former Align or OrthoClear employees for the design of its aligner products for use in the United States.

“OrthoClear” means, singly or collectively, Orthoclear Pakistan Pvt Ltd., Orthoclear, Inc., and Orthoclear Holdings, Inc.

“Payment” means two payments from ClearCorrect US to Align of \$200,000 (US) each. CCPPL and the Individual Respondents are not obligated to make the Payment.

Section 2. Agreed Actions

2.1 Termination: Within 3 business days of the Effective Date of this Agreement, Align shall initiate the termination of the ‘562 Remand Action by filing in the ‘562 Remand Action a *Joint Motion to Terminate Based on Agreement*, with a copy of this *Agreement*.

2.2 Payment: Upon a Final Finding in Favor of Align, ClearCorrect US shall make a first Payment of \$200,000 (US) to Align within 30 days of such Final Finding in Favor of Align and a second Payment of \$200,000 to Align within 180 days of such a Final Finding in Favor of Align.

2.3 Non-Competition: The Non-Compete will be effective 30 days after any Final Finding in Favor of Align and shall continue until the date the 562 Remand Action Asserted Claims expire. During the term of the Non-Compete, ClearCorrect US will not employ, engage, contract with, or otherwise utilize any former Align or OrthoClear employees for the design of its aligner products for use in the United States, including any treatment planning therefore. For the sake of clarity, the Non-Compete expressly covers, but is not limited to, all Individual Respondents and each of the current and former employees of CCPPL who also worked at Align or OrthoClear. For further clarity, the Non-Compete does not cover Dr. Willis Pumphrey or Dr. James Mah.

2.4 Joint Press Release: Within 1 business day of a Commission Order terminating the '562 Remand Action, Align and the Respondents will issue a joint press release indicating that the parties have resolved the '562 Remand Action. The language of the joint press release must be mutually agreed upon.

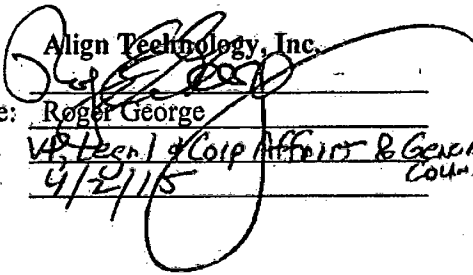
Section 3. General Provisions

3.1 No Granting of Rights: Nothing contained in this Agreement shall be construed as conferring any rights to Respondents as to any of Align's intellectual property.

3.2 Severability If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of such section in every other respect and the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. However, if the intent of the parties cannot be preserved, this Agreement shall be either renegotiated or terminated.

3.3 Entire Agreement This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties. This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

By: 
Name: Roger George
Title: VP, Techn & Corp Affairs & General Counsel
Date: 4/2/15

ClearCorrect Operating, LLC
By: _____
Name: Jarrett Pumphrey
Title: Chief Executive Officer
Date: _____

ClearCorrect Pakistan (Private), Ltd.
By: _____
Name: Mudassar Rathore
Title: Chief Executive Officer
Date: _____

Mudassar Rathore
By: _____
Date: _____

Waqas Wahab
By: _____
Date: _____

2.3 Non-Competition: The Non-Compete will be effective 30 days after any Final Finding in Favor of Align and shall continue until the date the 562 Remand Action Asserted Claims expire. During the term of the Non-Compete, ClearCorrect US will not employ, engage, contract with, or otherwise utilize any former Align or OrthoClear employees for the design of its aligner products for use in the United States, including any treatment planning therefore. For the sake of clarity, the Non-Compete expressly covers, but is not limited to, all Individual Respondents and each of the current and former employees of CCPPL who also worked at Align or OrthoClear. For further clarity, the Non-Compete does not cover Dr. Willis Pumphrey or Dr. James Mah.

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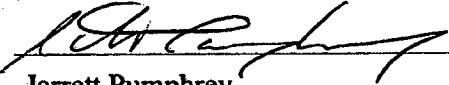
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Align Technology, Inc.

By: _____
Name: Roger George
Title: _____
Date: _____

ClearCorrect Operating, LLC

By: 
Name: Jarrett Pumphrey
Title: Chief Executive Officer
Date: 3/27/15

2.4 Joint Press Release: Within 1 business day of a Commission Order terminating the '562 Remand Action, Align and the Respondents will issue a joint press release indicating that the parties have resolved the '562 Remand Action. The language of the joint press release must be mutually agreed upon.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Align Technology, Inc.
By: _____
Name: Roger George
Title: _____
Date: _____

ClearCorrect Operating, LLC
By: _____
Name: Jarrett Pumphrey
Title: Chief Executive Officer
Date: _____

ClearCorrect Pakistan (Private), Ltd.
By: _____
Name: Mudassar Rathore
Title: Chief Executive Officer
Date: 26-MARCH-2015

Mudassar Rathore
By: _____
Date: 26-MARCH-2015

Waqas Wahab
By: _____
Date: _____

2.4 Joint Press Release: Within 1 business day of a Commission Order terminating the '562 Remand Action, Align and the Respondents will issue a joint press release indicating that the parties have resolved the '562 Remand Action. The language of the joint press release must be mutually agreed upon.

Section 3. General Provisions

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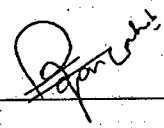
IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Align Technology, Inc.
By: _____
Name: Roger George
Title: _____
Date: _____

ClearCorrect Operating, LLC
By: _____
Name: Jarrett Pumphrey
Title: Chief Executive Officer
Date: _____

ClearCorrect Pakistan (Private), Ltd.
By: _____
Name: Mudassar Rathore
Title: Chief Executive Officer
Date: _____

Mudassar Rathore
By: _____
Date: _____

Waqas Wahab
By: 
Date: 28-03-15

Asim Waheed

By:

Date:

Asim Waheed
17 Nov 2011

Nadeem Arif

By:

Date:

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Asim Waheed

By: _____
Date: _____

Nadeem Arif



By: _____
Date: 20-3-15

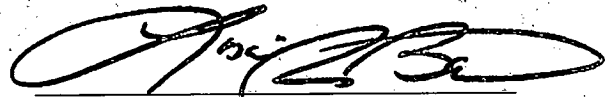
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**CERTAIN INCREMENTAL DENTAL POSITIONING ADJUSTMENT APPLIANCES
AND METHODS OF PRODUCING SAME**

**INV. NO. 337-TA-562
(Enforcement Proceeding)**

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **ORDER NO. 76** has been served by hand upon the Commission Investigative Attorney, **Monica Bhattacharyya, Esq.**, and the following parties as indicated, on **APR 09 2015**



Lisa R. Barton, Secretary
U.S. International Trade Commission
500 E Street SW, Room 112A
Washington, DC 20436

| FOR COMPLAINANT ALIGN TECHNOLOGY INC.: | |
|--|--|
| Scott M. Flicker, Esq. PAUL HASTINGS LLP 875 15th Street, NW Washington, DC 20005 | <input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____ |
| FOR RESPONDENTS CLEARCORRECT PAKISTAN (PRIVATE), LTD., MUDASSAR RATHORE, WAQAS WAHAB, NADEEM ARIF, AND ASIM WAHEED: | |
| Lei Mei, Esq. MEI & MARK LLP 818 18 th Street NW, Suite 410 Washington, DC 20006 | <input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____ |
| FOR RESPONDENT CLEARCORRECT OPERATING, LLC: | |
| Gary M. Hnath, Esq. MAYER BROWN LLP 1999 K Street, NW Washington, DC 20006 | <input type="checkbox"/> Via Hand Delivery <input checked="" type="checkbox"/> Express Delivery <input type="checkbox"/> Via First Class Mail <input type="checkbox"/> Other: _____ |