
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) July 18, 2013

ALIGN TECHNOLOGY, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-32259

(Commission File Number)

94-3267295

(IRS Employer Identification No.)

2560 Orchard Parkway,

San Jose, California

(Address of Principal Executive Offices)

95131

(Zip Code)

(408) 470-1000

(Registrant's Telephone Number, Including Area Code)

Not applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.07 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(c) On July 18, 2013, Align Technology, Inc. (“**Align**”) announced the appointment of David L. White as Align's Chief Financial Officer, effective immediately following the filing of Align's quarterly report on Form 10-Q for the third quarter ended June 30, 2013, which is expected to be on or about August 2, 2013.

Mr. White, age 58, has served as Chief Financial Officer of Enecsys, Ltd., a privately held supplier of solar micro inverters and monitoring systems, since June 2012. Prior to joining Enecsys, Mr. White was Executive Vice President and CFO at NVIDIA Corporation, a fabless semiconductor company, from February 2009 to June 2011. Mr. White previously served as executive vice president and CFO at SANMINA-SCI Corporation from 2004 to 2009. Prior to that, he also served as CFO at Asyst Technologies, Inc., CEO of Candescant Technologies, Inc. and Senior Vice President of Finance at Connor Peripherals. There are no family relationships between Mr. White and any of Align's directors or executive officers.

In connection with Mr. White's appointment, he received an offer letter (the “**Offer Letter**”) from Align stating the terms and conditions of his compensation and benefits. The following is a description of the material terms of the Offer Letter, which description is qualified by reference to a copy of the Offer Letter attached as Exhibit 10.1 to this Current Report on Form 8-K.

Base salary. Mr. White will receive an annual base salary of \$400,000.

Annual Bonus Opportunity. Mr. White will be entitled to receive an annual bonus in accordance with Align's annual bonus program, with a target bonus of 60% of his base salary.

Long-Term Incentives. Upon the approval of Align's Compensation Committee of the Board of Directors, Mr. White will be granted an award of 73,650 restricted stock units (the “**RSUs**”). The RSUs will vest annually over a four year period, subject to Mr. White's continued service to Align at the time of vesting. If Align terminates Mr. White's employment at any time other than for cause or if Mr. White resigns for good reason, Mr. White would immediately vest in an additional number of shares under all outstanding RSUs as if he had performed an additional 12 months of service.

Other benefits. Mr. White will also be eligible to participate in Align's standard employee benefits plans. It is anticipated that Align and Mr. White will enter into Align's standard form of Executive Employment Agreement which contains additional severance and change of control benefits.

Attached hereto as Exhibit 10.1 is the Offer Letter with employment terms signed by Mr. White, which summarizes the terms of his employment with Align. The press release announcing Mr. White's appointment is attached hereto as Exhibit 99.1. Exhibit 10.1 and Exhibit 99.1 are incorporated herein by reference.

ITEM 8.01 Other Events

On July 18, 2013, Align announced the appointment of John Graham as Vice President, Marketing and Chief Marketing Officer effective July 22, 2013. The press release announcing Mr. Graham's appointment is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter between Align and Mr. White
99.1	Press Release announcing the appointment of Mr. White and Mr. Graham

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

July 18, 2013

ALIGN TECHNOLOGY, INC.

By: /s/ Roger E. George

Roger E. George

*Vice President, Corporate and Legal Affairs, General
Counsel
and Interim Chief Financial Officer*

INDEX TO EXHIBITS

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10.1	Offer Letter between Align and Mr. White
99.1	Press Release announcing the appointment of Mr. White and Mr. Graham

June 12, 2013

Re: Employment Terms

Dear David:

Align Technology, Inc. ("Align" or the "Company") is pleased to offer you the position of Chief Financial Officer, reporting to me. The North America finance organization as well as the Vice President, Information Technology will report directly to you. Your place of work will be at the offices of Align, 2560 Orchard Parkway, San Jose, California 95131.

Your start date is expected to be July 29, 2013. Your rate of pay will be a bi-weekly salary of \$15,384.62, which equals an annualized base salary of \$400,000, less payroll deductions and all required withholdings, which will be paid in accordance with the Company's normal payroll procedures. As a Company executive, you will also be eligible for a discretionary annual bonus with a target bonus opportunity equal to 60% of your annual base salary based on meeting all performance objectives established by the Company. For fiscal year 2013, however, any bonus will be pro-rated based on the number of days you are employed by Align during such year.

You will be eligible for standard company benefit plans, subject to plan terms, including 401(k), medical, dental, vision, life and disability insurance, 17 days of paid vacation annually, and sick leave. You will be eligible to participate in most of these benefit plans on the first day of employment. Details about our employee benefit plans are available for your review on your start date. You should note that the Company reserves the right to modify, cancel or change the benefit plans and other programs it offers to its employees at any time.

We will recommend to our Compensation Committee that an award of 73,650 restricted stock units (the "RSU Award") be approved, which shall vest as to 25% of the shares on the first, second, third and fourth year anniversary of your start date, for full vesting after four (4) years, subject to your continued service with the Company through each relevant vesting date. Please note that the grant of the RSU Award does not confer any right to continued vesting or continued service with the Company. The RSU Award will be subject to the terms of the Company's 2005 Incentive Plan, as amended (the "Plan"), and an RSU award agreement by and between you and the Company. If Align terminates your employment at any time other than for cause, death or disability, or if you resign for good reason, you may receive additional RSU Award vesting, subject to the terms and conditions set forth therein in the RSU Award grant agreement.

As an Align employee, you will be expected to abide by company rules and standards, and acknowledge in writing that you have read the Company's Employee Handbook. In addition, as a condition of your employment, you are also required to sign and comply with an Employee Proprietary Information and Inventions Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. Please note that we must receive your signed Agreement before your first day of employment.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated. Enclosed is

an I-9 Form that lists the documents that you can present to fulfill this requirement. Please bring your documents, along with a completed I-9 Form, on your first day of employment.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you may terminate your employment with Align at any time and for any reason whatsoever simply by notifying Align. Likewise, Align may terminate your employment at any time and for any reason whatsoever, with or without cause or notice. Also, Align retains its discretion to make all other decisions concerning your employment (e.g., demotions, transfers, job responsibilities, compensation or any other managerial decisions) with or without cause. This at-will employment relationship cannot be changed except in writing signed by a Company officer. We request that, in the event of resignation, you give the Company at least two weeks' notice.

Finally, it is anticipated that Align and you will enter into Align's standard form of Executive Employment Agreement. Unless and until such aforementioned standard form Executive Employment Agreement is executed by Align and you, this letter, together with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company, and constitute the complete, final and exclusive embodiment of the entire agreement between you and Align with respect to the terms and conditions of your employment, and the terms herein supersede any other agreements, representations, or promises made to you by anyone, whether oral or written. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by a Company officer and you. As required by law and as set forth above, this offer is subject to satisfactory proof of your right to work in the United States. Please sign and date the original offer letter upon your acceptance, and mail back to me.

A copy of the offer letter is enclosed for your files. If you have any questions, please contact me at (408) 470-1112.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

/s/ Thomas M. Prescott
Thomas M. Prescott,
President and Chief Executive Officer

Accepted:

/s/ David White
David White

Date: June 13, 2013

Investor Relations Contact

Shirley Stacy
Align Technology, Inc.
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sstacy@aligntech.com

Press Contact

Shannon Mangum Henderson
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(678) 261-7803
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ALIGN TECHNOLOGY HIRES DAVID L. WHITE AS CHIEF FINANCIAL OFFICER AND JOHN P. GRAHAM AS VICE PRESIDENT MARKETING AND CHIEF MARKETING OFFICER

SAN JOSE, Calif., July 18, 2013 -- Align Technology, Inc. (Nasdaq: ALGN) today announced the addition of two executives to its management team: David L. White joins the Company as chief financial officer effective immediately following the filing of Align's quarterly report on Form 10-Q for the third quarter ended June 30, 2013, which is expected to be on or about August 2, 2013. John P. Graham joins the Company as vice president marketing and chief marketing officer effective July 22, 2013. Both Mr. White and Mr. Graham will report directly to Thomas M. Prescott, Align Technology president and CEO.

"We are excited to have added two such talented and seasoned executives to our management team," said Thomas M. Prescott, Align president and CEO. "David's extensive experience in innovative, technology-centric companies complements our business and will bring new insight to our global finance organization. John brings a tremendous amount of marketing strategy and management experience within the healthcare sector to Align. His insight into both consumer and professional audiences will greatly benefit Align as we work to elevate our marketing strategy to the next level on a global basis."

Mr. White will oversee Align's global financial strategy and IT operations. Over his 30 year career, he has held CFO positions in multiple technology companies in Silicon Valley with revenues ranging from \$600 million to \$11 billion and employees of up to 50,000. Prior to joining Align, Mr. White was chief financial officer of Enecsys, Ltd., a privately-held supplier of solar micro inverters and monitoring systems. Prior to Enecsys, he was executive vice president and CFO at NVIDIA Corporation, a fabless semiconductor company known for its development of advanced graphics and high performance computing processors. Prior to NVIDIA, he was executive vice president of finance and CFO at SANMINA-SCI Corporation, which provides contract design, supply chain, and manufacturing services. He also served as CFO at Asyst Technologies Corporation, CEO at Candescant Technologies Corporation, and senior vice president of finance at Connor Peripherals. His cumulative experience in the technology sector gives him significant insight into information technology and related operations as well as global finance. Mr. White earned an MBA degree from the University of Washington and a Bachelor of Science degree in physics from Brigham Young University.

Mr. Graham will be responsible for Align's global marketing strategy and product management of the Invisalign business, and will lead the continued evolution of the iTero hardware/software scanning platform technology for restorative dentistry. He has more than 18 years of marketing experience within the healthcare sector. Prior to joining Align, Mr. Graham was vice president and chief marketing officer at GlaxoSmithKline Consumer Healthcare and responsible for all aspects of the consumer, professional, and shopper marketing activities of the US business for ten core brands across three broad categories. Prior to GlaxoSmithKline, he was with Johnson & Johnson for 15 years in multiple marketing leadership roles, including vice president, US marketing for Johnson & Johnson Vision Care where he led all consumer and professional marketing activities and research for this \$900 million business. Mr. Graham earned an MBA from Cornell University and a Bachelor of Arts degree in economics from the University of California San Diego.

About Align Technology, Inc.

Align Technology designs, manufactures and markets Invisalign, a proprietary method for treating malocclusion, or the misalignment of teeth. Invisalign corrects malocclusion using a series of clear, nearly invisible, removable appliances that gently move teeth to a desired final position. Because it does not rely on the use of metal or ceramic brackets and wires, Invisalign significantly reduces the aesthetic and other limitations associated with braces. Invisalign is appropriate for treating adults and teens. Align Technology was founded in March 1997 and received FDA clearance to market Invisalign in 1998. The Invisalign product family includes Invisalign, Invisalign Teen, Invisalign Assist, Invisalign Express 10, Invisalign Express 5, Invisalign Lite, and Vivera Retainers. To learn more about Invisalign or to find an Invisalign trained doctor in your area, please visit www.invisalign.com.

Cadent Holdings, Inc. is a subsidiary of Align Technology and is a leading provider of 3D digital scanning solutions for orthodontics and dentistry. The Cadent family of products includes the iTero scanning systems, OrthoCAD iCast and OrthoCAD iRecord. For additional information, please visit www.cadentinc.com.