

# **EXHIBIT A-2**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re GRUPO TELEVISIA SECURITIES  
LITIGATION

Civil Action No. 18-cv-1979-LLS

**PROOF OF CLAIM AND RELEASE FORM**

**I. GENERAL INSTRUCTIONS**

1. To recover as a Member of the Class based on your claims in the action entitled *In re Grupo Televisa Securities Litigation*, Civil Action No. 18-cv-1979-LLS (S.D.N.Y.) (the “Litigation”), you must complete and, on page \_\_\_\_ hereof, sign this Proof of Claim and Release Form. If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

3. **YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN \_\_\_\_\_ 2023, ADDRESSED AS FOLLOWS:**

Grupo Televisa Securities Litigation  
c/o Kroll Settlement Administration  
PO Box 225391  
New York, NY 10150-5391  
[www.grupotvsecuritieslitigation.com](http://www.grupotvsecuritieslitigation.com)

Online Submissions: [www.grupotvsecuritieslitigation.com](http://www.grupotvsecuritieslitigation.com)

4. If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim and Release, or direct a third party to file one on your behalf.

5. You will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE UNLESS YOU SUBMIT A VALID AND TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

**II. CLAIMANT IDENTIFICATION**

Use Part I of this form entitled “Claimant Identification” to identify the beneficial purchaser or acquirer of Televisa ADRs that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE TELEVISIA ADR UPON WHICH THIS CLAIM IS BASED.

All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees or others acting in a representative capacity on behalf of a Class Member must complete and sign this claim on behalf of persons represented by them and submit evidence of their current authority to act on behalf of that Class Member, including stating their titles or capacities. The last four digits of the Social Security (or taxpayer identification) number and

telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### III. PROOF OF CLAIM AND RELEASE FORM

Use Part II of this form entitled “Schedule of Transactions in Televisa ADRs” to supply all required details of your transaction(s) in Televisa ADRs. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and *all* of your sales of Televisa ADRs which took place during the period April 11, 2013 through February 14, 2018, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to *all* of the Televisa ADRs you held at the opening of trading on April 11, 2013 and the close of trading on February 14, 2018. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

For each transaction, copies of broker confirmations or other documentation of your transactions in Televisa ADRs should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files.

If you wish to submit your claim electronically, you must download the electronic filing template at [www.grupotvsecuritieslitigation.com](http://www.grupotvsecuritieslitigation.com) and follow the instructions contained within. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

MUST BE POSTMARKED  
 (IF MAILED) OR  
 RECEIVED  
 (IF SUBMITTED ONLINE)  
 NO LATER THAN  
 \_\_\_\_\_

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

*In re Grupo Televisa Securities Litigation*

Civil Action No. 18-cv-1979-LLS

**PROOF OF CLAIM AND RELEASE FORM**

Please Type or Print - Use Blue or Black Ink Only

For Office Use Only

**PART I – CLAIMANT INFORMATION**

Beneficial Owner (Enter name exactly as you would like it to appear on a payment.)

Beneficial Owner (continued)

Beneficial Owner (continued)

Street Address:

Street Address:

City:  State:  Zip Code:  -

Foreign Province:  Foreign Postal Code:

Foreign Country:

-  -   -  -

Area Code Telephone No. (day)  Area Code Telephone No. (evening)

Email Address (Email address is not required, but if you provide it, you authorize the Claims Administrator to use it in providing you with information relevant to this claim.):

Last Four Digits of Social Security Number  **OR** Last Four Digits of Taxpayer Identification Number (for estates, corporations, etc.)

**PART II – SCHEDULE OF TRANSACTIONS IN TELEVISA ADRs**

A. State the total number of Televisa ADRs held as of the opening of trading on April 11, 2013. If none, write “zero” or “0.”  
\_\_\_\_\_

B. Purchases or acquisitions of Televisa ADRs (April 11, 2013 – November 17, 2017, inclusive):

| Date of Purchase/Acquisition (List Chronologically) (Month/Day/Year) | Number of ADRs Purchased/Acquired | Purchase/ Acquisition Price Per ADR | Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees) |
|--|-----------------------------------|-------------------------------------|--|
| / /  |                                   | \$                                  | \$   |
| / /  |                                   | \$                                  | \$   |
| / /  |                                   | \$                                  | \$   |
| / /  |                                   | \$                                  | \$   |
| / /  |                                   | \$                                  | \$   |

C. State the total number of Televisa ADRs purchased/acquired between November 18, 2017 and February 14, 2018, inclusive. If none, write “zero” or “0”<sup>1</sup>: \_\_\_\_\_

D. Sales of Televisa ADRs (April 11, 2013 – February 14, 2018, inclusive):

| Date of Sale(List Chronologically) (Month/Day/Year) | Number of ADRs Sold | Sale Price Per ADR | Total Sale Price (excluding taxes, commissions, and fees) |
|---|---------------------|--------------------|---|
| / /   |                     | \$                 | \$  |
| / /   |                     | \$                 | \$  |
| / /   |                     | \$                 | \$  |
| / /   |                     | \$                 | \$  |
| / /   |                     | \$                 | \$  |

E. State the total number of Televisa ADRs held as of the close of trading on February 14, 2018. If none, write “zero” or “0.”  
\_\_\_\_\_

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

**IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**

<sup>1</sup> Please note: Information requested with respect to your purchases/acquisitions of Televisa ADRs from November 18, 2017 to February 14, 2018 is needed in order to perform the necessary calculations for your claim; purchases/acquisitions during this period, however, are not eligible transactions and will not be used for purposes of calculating Recognized Loss Amounts pursuant to the Plan of Allocation.

#### IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement (the “Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Televisa securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Televisa ADRs during the Class Period and know of no other person having done so on my (our) behalf.

#### V. RELEASE

1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the “Released Defendant Parties,” as set forth fully in ¶4.1 of the Stipulation of Settlement.<sup>2</sup>

2. “Related Parties” means any Person’s predecessors, successors, parent corporations, sister corporations, past, present, or future subsidiaries, affiliates, principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, Immediate Family members, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, independent contractors, servants, agents, partners, insurers, reinsurers, representatives, attorneys, legal representatives, auditors, accountants, and successors-in-interest, solely in their capacities as such.

3. “Released Defendant Parties” means each and all of Defendants, Defendants’ Counsel, and any of their Related Parties.

4. “Releasing Plaintiff Parties” mean each and every Class Member, Class Representative, Former Lead Plaintiff, Lead Counsel, Class Representative’s Counsel, and each of their Related Parties. Releasing Plaintiff Parties does not include any Person who would otherwise be a Member of the Class but who properly exclude themselves by filing a valid and timely request for exclusion.

5. “Released Claims” means any and all claims, rights and causes of action of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, (a) that Releasing Plaintiff Parties (1) asserted in the Litigation, (2) could have asserted in the Litigation, or (3) could in the future assert in any other action or forum and that (i) in any way arise out of, are based upon, relate to, or concern the allegations, transactions, facts, events, matters, occurrences, representations, statements or omissions involved, set forth, alleged, or referred to in any of the complaints filed in the Litigation and (ii) in any way are based upon or related to the purchase, acquisition, holding, sale, or disposition of Televisa ADRs purchased or otherwise acquired from April 11, 2013 to November 17, 2017,

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<sup>2</sup> All capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation of Settlement, dated as of February 28, 2023. To the extent there is any conflict between the definitions of capitalized terms in this Proof of Claim and Release Form and the Stipulation, the definition in the Stipulation controls. A copy of the Stipulation is available by contacting the Claims Administrator or visiting its website, as more fully set forth in the Notice.

inclusive (*i.e.*, during the Class Period); and (b) against Class Representative, Former Lead Plaintiff, Class Representative's Counsel, Lead Counsel, or any Class Member that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Litigation. "Released Claims" does not include: (i) any claims of any Person who or which submits a request for exclusion that is accepted by the Court; and (ii) claims to enforce the Settlement.

6. "Unknown Claims" means (a) any and all Released Plaintiffs' Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Class Representative, the Class, Former Lead Plaintiff, Lead Counsel, and Class Representative's Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of Class Representative, the Class, Former Lead Plaintiff, Lead Counsel, and Class Representative's Counsel. With respect to (a) any and all Released Plaintiffs' Claims, and (b) any and all Released Defendants' Claims against Class Representative, the Class, Former Lead Plaintiff, Lead Counsel, and Class Representative's Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Class Representative, the Class, Former Lead Plaintiff, Lead Counsel, and Class Representative's Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing

Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

8. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Televisa ADRs which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such shares held by me (us) on the dates requested in this claim form.

9. I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_,  
(Month/Year) (City)

\_\_\_\_\_  
(State/Country)

(Sign Your Name Here)

\_\_\_\_\_  
(Capacity of Person(s) signing, e.g., Beneficial Purchaser or Acquirer, Executor or Administrator)

(Type or Print Your Name Here)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Please sign the above release and acknowledgment.</li> <li>2. If this claim is being made on behalf of Joint Claimants, then both must sign.</li> <li>3. Remember to attach copies of supporting documentation, if available.</li> <li>4. Do not send originals of certificates.</li> <li>5. Keep a copy of your claim form and all supporting documentation for your records.</li> <li>6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail within 60 days.</li> </ol> | <p>Your claim is not deemed submitted until you receive an acknowledgement notice. If you do not receive an acknowledgement notice within 60 days, please email the Claims Administrator at <a href="mailto:info@grupotvsecuritieslitigation.com">info@grupotvsecuritieslitigation.com</a>, or call toll-free at (833) 630-8083.</p> <ol style="list-style-type: none"> <li>7. If you move, please send your new address to the address below.</li> <li>8. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.</li> </ol> |
|--|--|

**THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN \_\_\_\_\_, 2023, ADDRESSED AS**

**FOLLOWS:**

Grupo Televisa Securities Litigation  
c/o Kroll Settlement Administration  
PO Box 225391  
New York, NY 10150-5391

QUESTIONS? CALL 833-630-8083 OR VISIT [WWW.GRUPOTVSECURITIESLITIGATION.COM](http://WWW.GRUPOTVSECURITIESLITIGATION.COM)