

EXHIBIT 2

BATHAE DUNNE LLP

Yavar Bathae (CA 282388)

yavar@bathaeedunne.com

Andrew C. Wolinsky (CA 345965)

awolinsky@bathaeedunne.com

Priscilla Ghita (*pro hac vice*)

pghita@bathaeedunne.com

445 Park Avenue, 9th Floor

New York, NY 10022

Tel.: (332) 322-8835

Allison Watson (CA 328596)

awatson@bathaeedunne.com

3420 Bristol Street, Suite 600

Costa Mesa, CA 92626

Tel.: (213) 462-2772

Brian J. Dunne (CA 275689)

bdunne@bathaeedunne.com

Edward M. Grauman (*pro hac vice*)

egrauman@bathaeedunne.com

Kaki J. Johnson (*pro hac vice*)

kjohnson@bathaeedunne.com

Bryce Talbot (*pro hac vice*)

btalbot@bathaeedunne.com

901 South MoPac Expressway

Barton Oaks Plaza I, Suite 300

Austin, TX 78746

Tel.: (213) 462-2772

*Interim Lead Counsel for the YouTube TV
and DirecTV Stream Classes*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

HEATHER BIDDLE, et al.,

Plaintiffs,

v.

THE WALT DISNEY COMPANY,

Defendant.

Case No. 5:22-cv-07317-EJD

DISTRIBUTION PLAN

1 1. This proposed Distribution Plan shall govern the distribution of the settlement
 2 funds provided for by the settlement reached between the YouTube TV Plaintiffs and DirecTV
 3 Stream Plaintiffs (collectively, “Settling Plaintiffs”) and Defendant The Walt Disney Company
 4 (“Disney,” and collectively with Settling Plaintiffs, the “Settling Parties”) in the above-captioned
 5 action. This Plan is not a part of the Settlement Agreement (“SA”) entered into by the Settling
 6 Parties and is to be considered by the Court separately from the Court’s consideration of the
 7 fairness, reasonableness and adequacy of the settlement set forth in the Settlement Agreement.
 8 SA ¶ 28, attached as Exhibit 1 to the Declaration of Yavar Bathaee submitted with the Settling
 9 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

10 2. All capitalized terms used in this Plan shall have the same meaning as provided
 11 for in the Settlement Agreement, unless expressly stated otherwise.

12 3. In addition to injunctive relief (which is not addressed in this Plan), the Settlement
 13 Agreement provides for Disney to pay an amount of \$50,000,000.00 (the “Settlement Amount”)
 14 into an escrow account to be administered by the Escrow Agent. SA ¶¶ 1(ee), 15. The “Gross
 15 Settlement Fund” is the Settlement Amount plus any interest that may accrue. *Id.* ¶ 1(q).

16 4. As set forth in paragraph 23 of the Settlement Agreement, portions of the Gross
 17 Settlement Fund shall be used to pay certain costs and fees prior to determining a net amount that
 18 is available for distribution to class members (the “Net Settlement Fund”). *See also* SA ¶ 1(t). The
 19 fees and other costs to be deducted from the Gross Settlement Fund include:

- 20 a. costs to provide notice to the Settlement Classes, SA ¶ 23(a);
- 21 b. claims administration costs, SA ¶ 23(b);
- 22 c. any Fee and Expense Award to Lead Counsel for the Settlement Classes, SA
- 23 ¶ 23(d);
- 24 d. Service Awards to class representatives (as awarded by the Court); SA ¶ 23(e);
- 25 e. escrow fees and costs, SA ¶ 23(a); and
- 26 f. Taxes and Tax Expenses, SA ¶ 23(c).

27 5. Under the Settlement Agreement, the Escrow Agent is directed to establish
 28 adequate reserves from the Gross Settlement Fund for any Taxes and Tax Expenses. SA ¶ 21(b).

Further, at the time Settling Plaintiffs move for final approval of the Settlement, they intend to seek the Court's approval to reserve from the Gross Settlement Fund an amount sufficient to cover a conservative estimate of claims administration costs for the initial distribution of funds. This will allow for a more accurate determination of the amount of the Net Settlement Fund at the time of final approval.

6. Regardless of the specific amount of the Net Settlement Fund, the mechanics of this Plan shall operate in the same manner.

7. YouTube TV Settlement Class and the DirecTV Stream Settlement Class.

The YouTube TV Settlement Class consists of:

All persons who purchased a YouTube TV subscription from the period beginning April 1, 2019, through the date of preliminary approval of the settlement by U.S. District Court for the Northern District of California.

The DirecTV Stream Settlement Class consists of:

All persons who purchased a DirecTV streaming live pay TV subscription (branded at various times as, at least, DirecTV Stream, DirecTV Now, and AT&T TV Now) from the period beginning April 1, 2019, through the date of preliminary approval of the settlement by U.S. District Court for the Northern District of California.

Excluded from the Settlement Classes are Disney, its employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates; counsel for the Parties and their employees; and the judicial officers and immediate family members and associated Court staff assigned to this case. SA ¶ 1(gg).

8. For purposes of this Plan, Settlement Class Members who submit a valid claim are referred to as "Authorized Claimants." See SA ¶ 1(d).

9. To account for the differing strength of their respective claims, 90% of the Net Settlement Fund (the "Repealer-State Distribution Pool") will be allocated to Authorized Claimants who, at any time during the class period (April 1, 2019, through the date of preliminary approval of the Settlement), were residents of an *Illinois Brick* repealer state ("Repealer-State Authorized Claimants"), whereas 10% of the Net Settlement Fund (the "Non-Repealer-State Distribution Pool") will be allocated to the remaining Authorized Claimants ("Non-Repealer-

State Authorized Claimants”).¹ See SA ¶ 24. The Repealer-State Distribution Pool and the Non-Repealer-State Distribution Pool shall be considered to be and treated as separate funds for Repealer-State Authorized Claimants and Non-Repealer-State Authorized Claimants, respectively.

10. On the claim form, Settlement Class Members will indicate whether they resided in an *Illinois Brick* repealer state during the class period. They will also report (1) how long they subscribed to YouTube TV during the class period; and (2) how long they subscribed to DirecTV Stream during the class period. The claim form will allow Settlement Class Members to report these time periods by selecting one of the following ranges: less than one year; one to less than two years; two to less than three years; three to less than four years; four to less than five years; five to less than six years; and six years or more.

11. The Settlement Administrator will review all submitted claim forms for completeness and facial validity. The Settlement Administrator may rely on information contained in third-party subscription records to verify (a) whether the claimant subscribed to YouTube TV and/or DirecTV Stream during the class period; (b) the duration of such

¹ See *Ill. Brick Co. v. Illinois*, 431 U.S. 720, 735 (1977); *In re Lithium Ion Batteries Antitrust Litig.*, 2022 WL 16959377, at *1 n.1 (9th Cir. Nov. 16, 2022) (repealer states are those that “have authorized indirect purchasers of goods to bring state antitrust claims,” whereas non-repealer states “restrict such claims”). For purposes of this Plan, the repealer states comprise: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Guam, Hawaii, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. Illinois is excluded in accordance with the Court’s holding that the Illinois Antitrust Act bars indirect purchaser class actions, including in federal court. See *Biddle v. Walt Disney Co.*, 2024 WL 3171860, at *15-16 (N.D. Cal. June 25, 2024).

subscription(s); or (c) any other information that might be relevant for purposes of distributing Settlement proceeds. The Settlement Administrator may rely on a claimant's sworn certification regarding subscription duration and residency. The Settlement Administrator may request additional information or documentation from a claimant where necessary to resolve discrepancies or cure deficiencies. If a claim is incomplete or contains a deficiency that can be cured, the Settlement Administrator shall provide the claimant with notice of the deficiency and a reasonable opportunity to cure. All determinations by the Settlement Administrator are subject to the supervision of the Court. The Settlement Administrator may implement reasonable anti-fraud measures, including sampling, auditing, or other verification procedures, to ensure the integrity of the claims process.

12. Funds in the Repealer-State Distribution Pool will be allocated *pro rata* to Repealer-State Authorized Claimants based on the combined duration of each claimant's subscription(s) to YouTube TV and DirecTV Stream. Likewise, funds in the Non-Repealer-State Distribution Pool will be allocated *pro rata* to Non-Repealer-State Authorized Claimants based on the combined duration of each claimant's subscription(s) to YouTube TV and DirecTV Stream. Thus, Authorized Claimants who are members of both Settlement Classes will receive compensation with respect to each service to which they subscribed.

13. The amounts to be paid to Authorized Claimants shall be calculated once the number submitting valid claims has been determined, with the goal of complete exhaustion of funds. To minimize administrative expense, fixed amounts will be calculated in one-year tiers corresponding to the combined time as a subscriber to YouTube TV and DirecTV Stream. In making this calculation, the Settlement Administrator shall use the high end of each range on the claim form, as follows:

- less than one year = 1
- one to less than two years = 2
- two to less than three years = 3
- three to less than four years = 4
- four to less than five years = 5
- five to less than six years = 6
- six years or more = 7

Thus, for each Distribution Pool, there will be 14 tiers ranging from Tier 1 (an Authorized Claimant who subscribed for less than one year to either YouTube TV or DirecTV Stream) to Tier 14 (an Authorized Claimant who subscribed for more than six years to each of YouTube TV and DirecTV Stream). The fixed amounts will be calculated proportionally in relation to the tiers—i.e., the amount for Tier 2 will be twice the amount for Tier 1, the amount for Tier 3 will be three times the amount for Tier 1, etc.

14. Should a balance remain in either Distribution Pool after the initial distribution, Settling Plaintiffs' counsel will seek to redistribute such funds *pro rata* to the Authorized Claimants corresponding to that Distribution Pool (i.e., Repealer-State or Non-Repealer-State), if economically feasible. *See* SA ¶ 27. If not economically feasible, Settling Plaintiffs' counsel will propose, subject to Court approval, that those funds be donated to an appropriate *cy pres* recipient or escheated to relevant government authorities. *See id.* There will be no reversion of unused funds to Disney. *Id.*

Dated: March 5, 2026

Respectfully submitted,

/s/ Yavar Bathaee

Yavar Bathaee

BATHAEE DUNNE LLP

Yavar Bathaee (CA 282388)

yavar@bathaeedunne.com

Andrew C. Wolinsky (CA 345965)

awolinsky@bathaeedunne.com

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