IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

AMAZON CONTENT SERVICES LLC; COLUMBIA PICTURES INDUSTRIES, INC.; DISNEY ENTERPRISES, INC.; NETFLIX US, LLC; NETFLIX WORLDWIDE ENTERTAINMENT, LLC; PARAMOUNT PICTURES CORPORATION; SONY PICTURES ANIMATION INC.; SONY PICTURES TELEVISION INC.; UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP; UNIVERSAL CITY STUDIOS LLC; AND WARNER BROS. ENTERTAINMENT, INC., Plaintiffs, vs. BRANDON WEIBLEY; AND DOES 1-10 D/B/A BEASTMODEBUILDS.COM AND VONWIK.COM, Defendants.	Civil Action No. 1:25-cv-00388 **DECLARATION OF LARISSA L. KNAPP IN SUPPORT OF PLAINTIFFS' MOTION FOR DEFAULT JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANT**

I, Larissa L. Knapp, declare and state as follows:

1. I am Executive Vice President and Chief Content Protection Officer at the Motion Picture Association, Inc. ("MPA"). In this role, which I have held since June 2024, I lead the MPA's global content protection strategy and oversee the work of the Alliance for Creativity and Entertainment ("ACE"), the world's leading anti-piracy coalition. Prior to joining the MPA, I spent nearly three decades with the Federal Bureau of Investigation, where I held a series of senior law enforcement and executive leadership positions.

2. I submit this declaration in support of the Motion for Default Judgment and Permanent Injunction Against Defendant ("Motion") submitted by Amazon Content Services LLC, Columbia Pictures Industries, Inc., Disney Enterprises, Inc., Netflix US, LLC, Netflix Worldwide Entertainment, LLC, Paramount Pictures Corporation, Sony Pictures Animation Inc., Sony Pictures Television Inc., Universal City Studios Productions LLLP, Universal City Studios LLC, and Warner Bros. Entertainment (collectively, "Plaintiffs").

3. Except as otherwise noted, the content of this declaration is based on my personal knowledge and the results of the investigation conducted by the MPA and ACE. If called as a witness to this action, I could and would testify completely to the content of this declaration.

Introduction

4. The MPA is the not-for-profit trade association that supports the motion picture, television, and streaming industry. The MPA contributes to the work of initiatives such as ACE, which is a global coalition of leading stakeholders in the streaming and online distribution ecosystem. ACE is committed to protecting the growing legal marketplace for the dissemination of creative content and addressing the challenges of online piracy. ACE members include Plaintiffs, as well as other legitimate streaming services, creators, broadcasters, and other companies contributing to the legitimate digital content marketplace.

5. The MPA's Content Protection team is responsible, among other work, for investigating infringement of ACE members' copyrights (including Plaintiffs') and working with counsel and law enforcement to halt and remedy such violations. Based on my work, I have extensive knowledge regarding the technology that enables online infringement, including circumvention tools, website and file hosting and operation, streaming content delivery systems, marketing, communications, payment processing, and other functions that support or are related to online infringement. I also have experience with methods of identifying individuals and entities responsible for online infringement. Through my work, I am also aware of the business model of the entertainment industry and how copyright infringement threatens the lawful motion picture and television production and distribution ecosystem.

6. Below, I describe ACE's and MPA's investigation of Defendant Brandon Weibley and his illegal services Beast Mode Live, BTV, GreenWing Media, and Viking Media (the "Initial Infringing Services"), as well as Shrugs and Zing (the "Current Infringing Services"). In this declaration I refer to the Initial Infringing Services and the Current Infringing Services collectively as the "Infringing Services." I also describe the impact of piracy on ACE members such as Plaintiffs.

The Infringing Services

7. The Infringing Services provide internet protocol television ("IPTV"). IPTV is a method for transmitting content over the internet rather than other content-delivery methods, such as cable, satellite, or "over the air" transmission. The Infringing Services streamed thousands of channels that featured television programs, motion pictures, and sports programs.

8. I understand that the copyrights to many of the works that the Infringing Services transmitted are owned or controlled by Plaintiffs or their affiliates, including the copyrighted works listed in Exhibit A to the Complaint filed in this action (the "Copyrighted Works").

9. As detailed in the Complaint (¶¶ 49, 51), the Infringing Services provided access to the Copyrighted Works by streaming live television channels contemporaneously with the original source of the telecast and providing channels that stream popular television shows and movies in a continuous loop.

10. Weibley operated the Initial Infringing Services through the domain beastmodebuilds.com, and the Current Infringing Services through the domain vonwik.com (together with beastmodebuilds.com, the "Infringing Domains").

11. Members of the MPA Content Protection team subscribed to and tested the Infringing Services. The team also investigated and reviewed information available on the internet, including social media, related websites, and

online discussion channels that provided additional information regarding Defendant's operations.

12. The MPA's Content Protection team used the Infringing Service to search for and locate all of the titles identified in Exhibit A to the Complaint. The Infringing Services have streamed each of the identified Copyrighted Works and many other works owned or controlled by Plaintiffs. I understand that Plaintiffs have not authorized Defendant to exploit their works, including without limitation the Copyrighted Works listed in Exhibit A to the Complaint. In addition to the Copyrighted Works, MPA's investigation revealed that the Infringing Services' subscribers had access to thousands of other copyrighted works.

13. ACE sent Weibley a cease-and-desist notice letter on Plaintiffs' behalf in December 2023 demanding that he cease operating the Initial Infringing Services. Counsel for Plaintiffs followed up with Weibley several times in January and February 2024, via phone calls and correspondence. In March 2024, Weibley's attorney initially engaged with Plaintiffs' counsel. Since June 2024, however, Weibley has ignored Plaintiffs' further attempts to engage with him in which Plaintiffs' counsel repeatedly conveyed to Weibley that he was engaged in mass infringement of Plaintiffs' works and demanded that he cease his infringement.

14. In February 2024, Plaintiffs' investigation revealed that the Initial Infringing Services were no longer operational and customers were being

redirected to a new domain, vonwik.com, where they could purchase subscriptions to Weibley's rebranded services.

15. The MPA's Content Protection team has continued to monitor the Infringing Domains and the Current Infringing Services and has confirmed that Defendant continues operating the Current Infringing Services. As of the date of this Declaration, the domain at which the Current Infringing Services are available, vonwik.com, is still accessible. We believe that Weibley continues to control the Infringing Domains.

Plaintiffs' Business Models

16. Plaintiffs and their affiliates are well-known entertainment companies engaged in, among other things, the production and distribution of audiovisual content, including motion pictures and television shows. Plaintiffs and their affiliates produce and distribute a significant portion of the world's most popular movies and television shows.

17. Plaintiffs invest substantial resources to bring their copyrighted works to consumers. Each motion picture and television series project entails substantial risk. The upfront costs of producing, marketing, and distributing a major motion picture frequently are in the tens and even hundreds of millions of dollars. Similarly, for Plaintiffs' television programs, producing, marketing, and distributing a television series requires a multi-million-dollar investment.

Plaintiffs' ability and willingness to incur this type of risk depends on whether they earn a return on their investments by receiving remuneration for the exercise of Plaintiffs' exclusive rights, including the rights to distribute, reproduce, and publicly perform their copyrighted works.

18. Plaintiffs' ability to exercise and/or license to third parties their exclusive rights as copyright owners is the linchpin of their businesses. Plaintiffs authorize the legitimate distribution, reproduction, and public performance of their works in various formats and through multiple distribution channels, by way of example:

a. through over the air broadcast television, cable, and direct-to-home satellite services that transmit live and pre-programmed television channels on a fixed schedule ("Linear TV");

b. through legitimate internet or over-the-top streaming services such as Hulu Live TV, YouTube TV, Sling TV, and others that offer Linear TV over the internet in a format similar to that traditionally offered by cable and direct-to-home satellite services;

c. through licensed internet video-on-demand ("VOD") services, including those operated by Amazon, Apple TV, Netflix, Disney+, Hulu, and HBO Max;

d. for private home viewing on DVD, Blu-ray, and on digital copies; and

e. through exhibition in theaters.

19. Plaintiffs' relationships with authorized distributors in these channels are the subject of heavily negotiated and complex agreements that provide benefits to both Plaintiffs and the licensed distributors. Plaintiffs' contractual relationships with their distributors require the investment of significant time and resources.

20. The agreements governing the right to use Plaintiffs' copyrighted works contain multiple provisions that specify the particular circumstances under which the copyrighted works may be publicly performed or otherwise used, including *how* (under what conditions), *when* (on what date and for what duration), *where* (in which geographic locations), for *what* (which titles), and for *how much* (at what price) those licensed distributors have rights to the copyrighted works.

21. Plaintiffs' business models depend on their ability to tailor their agreements and licenses to ensure they can maximize the value they receive from the authorized dissemination of their works. The value of Plaintiffs' copyrighted works to their distribution licensees is critically contingent upon Plaintiffs' ability to offer exclusivity during certain periods and in certain territories.

The Impact of Defendant's Infringement on Plaintiffs

22. Weibley does not have a license from any of the Plaintiffs to stream the Copyrighted Works. He pays nothing for the rights he exploits. The subscription fees he has collected from end users serve only to enrich him and not to compensate the legitimate participants in content creation and distribution—including copyright owners, like Plaintiffs, whose investments created the entertainment that Weibley's customers consumed. Weibley's unauthorized streaming of content has caused, and will continue to cause, Plaintiffs this very direct and fundamental harm.

23. Lost compensation, however, is only part of the harm that Defendant has caused Plaintiffs. Defendant's unauthorized streaming poses an even more serious threat to the cornerstone of Plaintiffs' business: the ability to control who performs their Copyrighted Works and therefore maintain the exclusive control over the dissemination of those Works and on what terms. Depriving copyright owners of their basic right to control the exercise of their exclusive rights undermines the economic structure of the entertainment industry.

24. Defendant threatens a variety of serious and irreparable harms to Plaintiffs including: (a) threatening streaming businesses, which in turn, harms Plaintiffs and their relationship with authorized distributors; (b) increasing the demand for infringing content by accustoming consumers to low-cost, infringing

services; and (c) hampering Plaintiffs' anti-piracy efforts and exposing them to the risk of further piracy.

25. Plaintiffs' losses from Defendant's infringing conduct cannot be calculated with precision because, among other things, the Copyrighted Works represent only a fraction of the total number of Plaintiffs' works that were accessible on the Infringing Services.

26. As of the date of this Declaration, the Current Infringing Services continue to be operational. There is no indication that the registrars for the Infringing Domains have removed the registration for the Infringing Domains or otherwise transferred ownership of them; nor is there any indication that the hosting service providers have ceased hosting the Infringing Domains.

27. Based on my experience in and understanding of the industry, I believe the harms to Plaintiffs from Defendant's infringing activities are irreparable.

EXECUTED this 7 day of October, 2025, at Washington, DC.

Larissa Knapp
LARISSA L. KNAPP