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REQUEST FOR RECONSIDERATION

My name is April (Garcia) Peck and I am the self-represented Claimant in this matter. I respectfully ask the Board to reconsider its Final Determination dated February 18, 2026, which dismissed my copyright infringement claim against Respondent Keiry Borruel with prejudice.

The Determination contains factual findings that are directly contradicted by exhibits I submitted during this proceeding. Each section in this Request identifies a specific finding in the Determination and the specific exhibit in the record that directly contradicts it. Had the Board addressed this evidence, the outcome would have been different.

Specifically, the Determination: (1) finds no evidence of continued infringement after October 26, 2023, a conclusion directly contradicted by my course shell analysis and Wayback Machine captures of Respondent's personal websites; (2) accepts Respondent's claim that her websites were always password protected, a claim directly contradicted by third-party archival evidence I submitted; (3) does not address Respondent's distribution of derivative content on personal public websites as a separate act of infringement outside the scope of any license; (4) does not address Respondent's refusal to produce her course shells during the discovery dispute, or her stated reason that production would be prejudicial; (5) accepts Respondent's limited Canvas experience defense, which is directly contradicted by her documented training and teaching history; and (6) accepts Respondent's personal declarations over my contemporaneous documentary evidence without explaining why.

I. THE BOARD'S POST-OCTOBER 2023 INFRINGEMENT FINDING IS CONTRADICTED BY THE RECORD

The Determination states that "there is no evidence in the record that Borruel used any of Peck's materials or any of the Work in Borruel's materials after Peck's October 26, 2023 email."

This is not accurate. I submitted multiple exhibits documenting continued infringement after that date. The Determination does not address any of them.

First, I reviewed Ms. Borruel's Fall 2023 Canvas course and found that 72 of my instructional resources were still present at the end of that semester (Doc. M). Using Canvas's Student View feature, I confirmed that 61% of my registered content was published and accessible to students when the course was preserved in read-only format (Doc. HH; Doc. II; Doc. AA). I documented this with screenshots. The Board accepted Ms. Borruel's explanation that materials remaining in the shell after October 2023 did not reflect continued use. That explanation does not address the fact that 61% of my registered content was still published and visible to students when the Fall 2023 semester ended, weeks after my October 26 email.

Second, I preserved Ms. Borruel's personal website, "Learn about Psychology" (Website A), on the Wayback Machine on April 4, April 5, and April 24, 2024, during the Spring 2024 semester (Doc. P; Doc. S, p. 1; Doc. JJ). On each of those dates the site was freely and publicly accessible without any login requirement. It contained derivative versions of my lab materials without citation. The site became restricted only after I met with college officials on April 30, 2024 (Doc. R; Doc. S, p. 3). This was six months after my October 2023 email.

Third, despite Website A becoming restricted after my April 30 meeting with college officials, I observed shared students continuing to access derivative content from Website A, indicating that the restriction did not apply to them (Doc. R; Doc. S, p. 6; Doc. T, p. 1 & p. 3). The restriction of the site from my own view did not end the distribution of my derivative content to students.

Fourth, I discovered a second website, "Get Psychology" (Website B), on September 10, 2024, and began preserving it on the Wayback Machine (Doc. W). Website B was a replica of

Website A and contained the same derivative content. It remained publicly accessible and unrestricted throughout Fall 2024, Winter 2025, and Spring 2025. These semesters spanned the time period between August 2024 and June 2025. Ms. Borruel had stopped teaching PSYC 217 entirely by mid-June 2024 (Borruel Witness Statement ¶ 44). A license tied to classroom teaching of a specific course does not extend to distributing derivative content on a public website after that teaching has ended entirely.

The Board had all of these exhibits. The Determination does not address them.

II. THE BOARD ACCEPTED RESPONDENT'S WEBSITE ACCESS CLAIM, WHICH IS CONTRADICTED BY THIRD-PARTY ARCHIVAL EVIDENCE

Ms. Borruel claims in her witness statement that both websites were always password protected and not available to public search engines, and that I lost access only because temporary access was revoked (Borruel Witness Statement ¶ 47). The Board accepted this without addressing the evidence I submitted to the contrary.

I accessed Website A freely and without any login on April 4, April 5, and April 24, 2024, and preserved it using the Wayback Machine on each of those dates (Doc. P; Doc. S, p. 1). These are not my assertions about what I observed. They are third-party archival captures created by an independent service on the exact dates I documented. The site became restricted only after my April 30 meeting with college officials (Doc. R; Doc. S, p. 3).

With respect to Website B, I accessed it without any login requirement when I discovered it on September 10, 2024 (Doc. W). It remained publicly accessible through Spring 2025. Ms. Borruel states in her witness statement that she did not distribute materials beyond the 58 students in her PSYC 217 courses (Borruel Witness Statement ¶ 58). That claim cannot be reconciled with a publicly accessible website containing derivative content that remained active for multiple semesters after she stopped teaching the course.

III. THE BOARD DID NOT ADDRESS RESPONDENT'S WEBSITE DISTRIBUTION AS A SEPARATE ACT OF INFRINGEMENT

The Determination's implied license analysis focuses on Ms. Borruel's use of my materials within Canvas course shells for classroom teaching of PSYC 217. It does not separately address her distribution of derivative content on personal public websites.

Whatever license could be implied from our January 2022 email exchange was tied to classroom teaching of PSYC 217 at Victor Valley College (Doc. K, pp. 7-8). That exchange is the only written communication between us about my course materials. Nothing in it authorizes Ms. Borruel to create derivative works and publish them on personal websites accessible to anyone with an internet connection. My Opening Party Statement documents specific derivative works on both websites, including content derived from "Study 2 - Planning Handout.pdf" and "Survey Measure PPT Template.pptx," with side-by-side comparisons showing near-total textual overlap (Doc. EE; Doc. P; Doc. DD).

Ms. Borruel stopped teaching PSYC 217 after Spring 2025 (Borruel Witness Statement ¶ 44). Website B remained publicly accessible and contained derivative content through semesters in which she was not teaching the course at all (Doc. W). A license tied to classroom teaching of a specific course cannot extend to publicly distributing derivative content after that teaching has ended. The Board did not address this distinction.

IV. THE BOARD MADE CLEAR ERRORS OF LAW IN ITS IMPLIED LICENSE ANALYSIS

The Board's implied license analysis contains four clear errors of law that are each material to the outcome.

First, the Board did not address the distinction between access and permission to reproduce. As the copyright holder, I hold the exclusive right of reproduction. I gave Ms. Borruel

access to view my Fall 2020 Canvas course shell. The only written record of what passed between us shows me saying she would be able to "see" a syllabus, lab activities, and my videos (Doc. K, p. 8). Viewing a work is not the same as having permission to copy it. The Board's implied license analysis does not acknowledge this distinction.

Second, the Board treated the entire period of use as a single continuous implied license when each time Ms. Borruel copied my materials into a new Canvas shell she was making a separate copy that needed its own authorization. She copied the shell for Spring 2022, then again for Spring 2023, then again for Fall 2023, and admitted to downloading my course "over and over" (Doc. L; Doc. K, p. 6). None of those copying events was authorized in writing, and none was documented in any communication between us. The Board did not analyze them separately.

Third, the Board raised irrevocability as a possibility in footnote 3 without resolving it, then allowed that unresolved question to shape its entire analysis in Ms. Borruel's favor. There was no written license agreement between us and no express statement that any license was irrevocable. In the absence of such a statement, any implied license is revocable. My October 26, 2023 email was that revocation. I told Ms. Borruel clearly that she needed to create her own materials and that I did not give permission for my intellectual property to be used in the development of any course (Doc. K, pp. 6-7). The Board did not resolve whether the license was revocable before relying on irrevocability to support its conclusion.

Fourth, the Board's footnote 3 suggestion that Ms. Borruel's agreement to teach the course constituted consideration for an irrevocable license is contradicted by the documented sequence of events in the record. Ms. Borruel contends that her January 2022 request was prompted by my prior offer to serve as a resource during course preparation (Borruel Witness Statement ¶ 5). Even accepting this as true, there was no arrangement to exchange my course

materials for her agreement to teach. Ms. Borruel agreed to teach PSYC 217 in November 2021 before she ever requested materials (Borruel Witness Statement ¶ 5). When she did reach out in January 2022, she asked only for a sample syllabus (Doc. K, p. 8). Whatever additional materials I shared beyond that request reflected my own generosity as a colleague, not any promise I had made. There was no arrangement, so there was no license to grant in the first place. The Board's irrevocability suggestion in footnote 3 is not supported by the facts documented in the record.

V. THE BOARD DID NOT ADDRESS RESPONDENT'S REFUSAL TO PRODUCE COURSE SHELLS

During discovery, I requested course exports for Ms. Borruel's PSYC 217 Canvas shells for Spring 2022, Spring 2023, Fall 2023, and Spring 2024. I made this request three times and explained that the exports were relevant to calculating the magnitude of infringement. Each export would have taken under one minute to create. I provided screenshots showing how to do it.

Ms. Borruel refused to produce the shells. In her response to the discovery conference request, her counsel argued that production would be too prejudicial and that it had the "strong potential to create a grossly exaggerated impression of the magnitude of the infringement." Both of those arguments are notable. A party who has stopped infringing and whose use was fully licensed has no reason to fear that her course shells would be prejudicial or create an exaggerated impression of infringement. The objection to production on grounds of prejudice is inconsistent with a party who has nothing to hide.

The Determination does not mention this dispute. It does not address Ms. Borruel's refusal to produce the most direct available evidence of her course shell contents, or her stated reason for that refusal. The Board found no evidence of continued infringement after October

2023 while declining to address Ms. Borruel's refusal to produce the evidence most likely to answer that question. These two conclusions cannot comfortably coexist without explanation.

VI. THE BOARD ACCEPTED RESPONDENT'S CANVAS EXPERIENCE DEFENSE, WHICH IS CONTRADICTED BY DOCUMENTED EVIDENCE

The Determination accepts Ms. Borruel's explanation that materials remained in her Fall 2023 Canvas shell after October 2023 because she had limited Canvas experience and did not understand how the different views worked. This is not credible, and I addressed it directly in my Reply Party Statement with documentary evidence the Board did not address.

Ms. Borruel completed Introduction to Teaching with Canvas through Barstow Community College in 2019, an approved external provider under the VVC faculty contract (Doc. WW; Doc. C, p. 24; Doc. D, p. 36). That training covered course design, use of Modules, and creation of Pages. She began teaching online in her very first semester at VVC. Between August 2021 and July 2023, she taught online nine times across multiple courses and taught three hybrid courses in that same period (Doc. L, pp. 2-7). On October 26, 2023, the day I confronted her, Ms. Borruel was teaching four online courses in addition to four in-person assignments.

My Opening Party Statement also documents the specific actions Ms. Borruel took that demonstrate Canvas proficiency: she altered course navigation to make my files visible to students, toggled files to published status, removed my name from documents, and created and maintained two separate websites to distribute course content. The metadata for the Happy Lab handout shows she edited that file on February 17, 2022 at 3:21 PM, six weeks after gaining access to my course and just hours before her second scheduled class meeting, while I was documented to be in class at that time (Doc. Z, p. 2; Doc. J, p. 3). She removed my name from the document and placed the document back into her Canvas course. These are not the actions of someone unfamiliar with Canvas.

VII. THE BOARD ACCEPTED RESPONDENT'S UNDOCUMENTED DECLARATIONS OVER CONTEMPORANEOUS EVIDENCE

The Board accepted two specific factual claims by Ms. Borruel that are directly contradicted by evidence already in the record.

First, the Board accepted Ms. Borruel's claim that the parties had ongoing discussions about her use of my materials between 2022 and 2023 (Borruel Witness Statement ¶¶ 13, 55-56). This claim is directly contradicted by the record. My Reply Party Statement documents that across the entire 18-month period from February 2022 to October 2023, during which Ms. Borruel taught three sections of PSYC 217, there is not a single email or text message in the record referencing any of the 99 instructional files, handouts, videos, or other lab materials from my course (Doc. M). If those discussions had occurred, some written trace would exist. None does. Accepting this claim without addressing the complete absence of any corroborating documentation is a clear factual error that is material to the implied license finding.

Second, the Board recharacterized Ms. Borruel's October 26, 2023 admissions as "an attempt by a new professor not to get on the bad side of a difficult boss" rather than as admissions of wrongdoing. This is directly contradicted by the plain language of Doc. K, p. 6. Ms. Borruel described the situation as "a terrible error on my part," "a big oversight from my part," and expressed concern that I might see her "differently because of an incident where I was careless." These are her own words. Someone who believed they had an ongoing license to use my materials would not describe their conduct in those terms. Recharacterizing these admissions as self-protection rather than engaging with their plain meaning is a clear factual error material to the outcome.

VIII. CONCLUSION

For the foregoing reasons, I respectfully ask the Board to reconsider its Final Determination. The Determination contains factual findings that are directly contradicted by exhibits already in the record, accepts Respondent's personal declarations over my contemporaneous documentary evidence without explanation, and does not address substantial categories of evidence I presented. Had the Board addressed this evidence, the outcome would have been different.

I certify that, to the best of my knowledge, the above statement is accurate and truthful.



April Peck

March 18, 2026

Proof of Delivery

I hereby certify that on Wednesday, March 18, 2026, I provided a true and correct copy of the Claimant Request for Reconsideration to the following:

Keiry A Borruel, represented by Keiry A Borruel, served via MANUALEEMAIL

Signed: /s/ April M. Peck