

**EMERGENCY PETITION FOR WRIT OF MANDAMUS / INJUNCTIVE RELIEF**

**Petitioner:** Ubong Christopher Ubokudom

**Respondent:** The Honorable Daniel Coble

**Real Party in Interest:** University of South Carolina

**RECEIVED**  
FEB 17 2026  
SC Court of Appeals

**I. EMERGENCY NATURE OF THIS PETITION** Petitioner seeks an emergency writ or an injunction pending appeal. Petitioner faced a terminal deadline of **February 15, 2026**. The trial court has scheduled a hearing on these emergency matters for **May 4, 2026**—nearly 80 days after the harm becomes irreparable. This scheduling constitutes a total failure of the judicial process to provide an adequate remedy at law.

1. **De Facto Denial:**The trial court's decision to schedule a hearing on an 'Emergency' motion for May 4, 2026—80 days after the stated deadline—constitutes a *de facto* denial. Under **S.C. Tax Comm'n v. Belk, 266 S.C. 581 (1976)**, a remedy is not "adequate" if it is not "equally as convenient, beneficial, and effective." To postpone an emergency hearing until after the emergency has passed is a refusal to exercise the Court's jurisdiction, leaving the Petitioner with a right but no forum to enforce it.

**The Notice Contradiction:** Although the trial court cited "lack of notice" under Rule 65, the Court's own **Notice of Electronic Filing (NEF)** confirms that Counsel for the University of South Carolina, Jacob Biltoft, was electronically served at **8:49 AM on February 13, 2026**. Under **City of Rock Hill v. Thompson, 349 S.C. 197 (2002)**, an abuse of discretion occurs when a ruling lacks "evidentiary support." The Trial Court's own record included in the exhibits provides the evidence of service that the Court claimed was missing. Therefore, the procedural requirement for notice was satisfied, yet the Court still refused to provide a timely hearing before the Petitioner's terminal deadline.

The Trial Court's own **Court Roster Details** in the exhibits confirms that the Respondent (Judge Coble) has already scheduled a hearing for May 4, 2026, and officially recognized **Jacob Alan Biltoft** as the counsel of record for the University of South Carolina. This confirms that the appointed counsel is not only known to the court but is already listed on the official roster for this specific case. Therefore, the denial of an immediate hearing based on a supposed 'lack of notice' is a clear error, as the court's own system proves the opposing party is fully identified and notified.

**II. MEMORANDUM OF POINTS AND AUTHORITIES**

- **Standard for Mandamus:** Cite **Wall v. S.C. Dep't of Health & Env't Control, 439 S.C. 396 (2023)** establishes the clear legal right to a timely hearing.

- **The Inadequacy of the May 4th Date: Use *S.C. Tax Comm'n v. Belk*, 266 S.C. 581 (1976)** to argue that the 80-day delay is not an "adequate remedy" because it is not "beneficial and effective" given the February and March deadlines.
- **Abuse of Discretion regarding Notice: Cite *City of Rock Hill v. Thompson*, 349 S.C. 197 (2002)** to show the court's "lack of notice" ruling lacked evidentiary support, as the Notice of Electronic Filing (NEF) proves service was achieved at 8:49 AM.
- **Irreparable Harm: Cite *Helsel v. City of North Myrtle Beach*, 407 S.C. 105 (2014)** supports my claim that losing an academic year and scholarship opportunities cannot be remedied by future money damages.

### III. REASONS WHY THE WRIT SHOULD ISSUE

1. **The Standard for Mandamus is Met:** Under *Wall v. S.C. Dep't of Health & Env't Control*, 439 S.C. 396 (2023), Petitioner has a clear legal right to a timely hearing on a motion for injunctive relief. The Respondent has a ministerial duty to provide a forum for such relief before the underlying claim becomes moot.
  - **Rule 65 Requirements Satisfied:** Notice was achieved via electronic service and a formal Notice of Appearance by the Attorney General on February 12, 2026. The procedural requirements for notice have been fully satisfied, removing any legal barrier to an immediate ruling.
2. **Notice has been given:** The trial court's previous concerns regarding notice under Rule 65, SCRPC, are moot. Counsel for the University filed a formal **Notice of Appearance on February 12, 2026.**
3. **Notice was previously given:** On February 11, 2026 via a supplemental affidavit that was filed with the court, notice was given to the Defendant, USC, and electronic notice via email was given to the Attorney General, since their mail delivery was rerouted to Texas somehow.
4. **Immediate and Irreparable Harm:**
  - **Academic Career:** Petitioner has already missed priority deadlines. Under *Helsel v. City of North Myrtle Beach*, 407 S.C. 105 (2014), irreparable harm is an injury for which there is no adequate remedy at law; monetary damages cannot "buy back" a lost academic year.
  - **Derivative Harm to Minor Child:** Petitioner's ability to represent his minor daughter in the district court Case No. **3:25-cv-12608-SAL-PJG** is tied to his academic standing. The delay in this Court creates a "domino effect" of injustice for a minor child. Petitioner's ability to represent his minor daughter in a pending state court matter is directly tied to his academic progression. Any delay in his education is a delay in justice for his child.
  - **Educational Career:** Petitioner has already missed several priority law school admission deadlines.
  - **Financial Harm:** Scholarship deadlines for the Spring cycle are currently expiring; these are non-recoverable funds.
5. **No Other Remedy:** Because the deadline is current, the trial court's May 4th hearing date offers no relief. The matter will be moot long before the hearing occurs.

6. **Notice to Counsel Prior to Court Order:** Plaintiff provided **actual notice** of this emergency matter to the Office of the Attorney General (counsel for Defendant) via electronic mail on **February 11, 2026, at 10:26 AM.**
7. **Transparency Regarding USPS Error:** In that same February 11 communication—sent well before the Court’s previous order—Plaintiff explicitly informed the AG’s office of a USPS logistical error regarding the initial service attempt and provided confirmation that **Priority Mail Express** (Tracking No. 9581 7103 2373 6042 7409 85) was being delivered to ensure immediate receipt of all legal documents.
8. **Formal Appearance of Counsel:** On **February 12, 2026**, the appointed counsel filed a formal **Notice of Appearance** in this case. This filing constitutes an admission that the Defendant has actual notice and is now represented before this Court.
9. **Order denying Emergency relief:** The order denying emergency relief was filed on **February 13, 2026 due to the defendant not being noticed, despite the fact that they were notified.**
10. **On February 13, 2026 at 12:01pm, a renewed Emergency TRO was filed** after the emergency TRO filed on February 3, 2026 was denied. However, there has still not been an order and no emergency hearing has been scheduled to address the matter.
11. **Rule 65 Requirement Satisfied:** The Court’s previous denial was based on a lack of notice to the adverse party. Because Counsel for the Defendant received notice before the order was issued and has since formally appeared, the procedural requirements of Rule 65 (SCRCP) have been fully satisfied.
12. **Imminent Deadlines:** Some of the harm the Plaintiff sought to prevent has already passed on **February 15, 2026.** However, other deadlines are approaching without an immediate ruling to preserve the status quo, Plaintiff’s educational trajectory and professional standing will suffer irreparable injury that cannot be remedied by future monetary damages.
13. **Irreparable Harm: Missed Admissions and Scholarship Deadlines** The harm to Plaintiff is not confined solely to the February 15, 2026, deadline but is cascading and cumulative. The peak of the law school admissions and scholarship cycle occurs in February and March.
  - Plaintiff has already suffered an irreparable loss by missing multiple priority deadlines for law school programs due to the Defendant’s refusal to provide an accurate record of enrollment.
  - Many scholarship applications—which are essential for Plaintiff’s ability to finance his legal education—have rigid deadlines throughout the remainder of February and March.
  - Absent immediate relief, Plaintiff will be barred from competing for these non-recoverable financial awards and will face the permanent loss of a full academic year. Monetary damages cannot "buy back" a missed academic year or a forfeited scholarship opportunity.
14. **Derivative and Irreparable Harm to Plaintiff’s Daughter** The urgency of this Motion is further heightened by the impact on the legal interests of the Plaintiff’s minor daughter.

- Plaintiff is pursuing his legal education with the specific, time-sensitive intent of obtaining admission to the South Carolina Bar to serve as legal counsel for his daughter in her pending state court matter.
- Any interruption or termination of Plaintiff's enrollment directly undermines his ability to advocate for his daughter's rights in a court of law.
- Because legal matters involving a child's welfare and status are inherently time-sensitive, the delay caused by the University's administrative error creates a permanent deficit in the timing of justice for the Plaintiff's daughter. This is a harm that "cannot be remedied by monetary damages alone," as no amount of money can restore the lost time or the legal protections that timely representation would provide to a child in a pending state matter.
- The trial court's decision to delay a hearing until May 4, 2026, also directly obstructs the progress of a **pending case involving the Petitioner's minor daughter**. Because the daughter's legal interests are closely linked to the Petitioner's status and professional future, the delay in this Court creates a 'domino effect' of injustice. **Every day this matter remains stagnant, the minor daughter's ability to seek justice in her own pending action is compromised, creating an urgent situation where the interests of a minor child are being sacrificed for a procedural delay that the Trial Court has failed to justify.**

**15. Statement of No Other Adequate Remedy:** Petitioner has no other adequate remedy at law. An ordinary appeal is insufficient because the time required to pursue a standard appeal would exceed the duration of the emergency. By the time an appeal could be heard, the academic year will be lost, scholarship funds will be depleted, and the legal window to represent Petitioner's daughter may have closed. Only the extraordinary intervention of this Court can prevent these harms from becoming permanent."

#### **IV. STATEMENT OF FACTS**

1. On February 3, 2026, Petitioner filed an Emergency Motion for a Temporary Restraining Order in the Court of Common Pleas for Richland County (Case No. 2026CP4000645) to address terminal academic deadlines for Law School admission.
2. On February 13, 2026 at **8:49:14 AM**, the Clerk's electronic filing system recorded the submission of the order to deny the motion. Simultaneously, the court's automated system generated a **Notice of Electronic Filing (NEF)** (See **Exhibits**).
3. The NEF explicitly confirms that notification was transmitted to **Jacob Alan Biltoft**, counsel for the University of South Carolina, at **8:49:23 AM**. The record further states that Mr. Biltoft was "**served electronically**" via the court's portal.
4. Despite this instantaneous service on opposing counsel, the Respondent (Judge Coble) issued an order at that same hour denying the motion, citing a "lack of notice" under Rule 65, SCRCP.
5. Furthermore, the court's official **Motions Roster** (See **Exhibits**) now recognizes Mr. Biltoft as the "Defendant Attorney" and schedules the matter for a hearing on **May 4, 2026**.

6. By the Trial Court's own record, notice was achieved immediately upon filing. Consequently, the decision to delay a hearing for eighty (80) days—until May 4, 2026—based on a lack of notice is a clear error of law, as the procedural requirements were satisfied in real-time.
7. **On February 13, 2026, at 12:01 PM**—immediately following the denial of the initial motion—Petitioner filed a **Renewed Emergency Motion for TRO** to cure any perceived procedural defects. Despite the terminal deadlines of February 15, 2026, the Trial Court has failed to issue a ruling or schedule an emergency hearing on this renewed request. This continued inaction leaves the Petitioner in a state of legal limbo, effectively denying the right to be heard during the very window the emergency relief is required.
8. As established in the **Schedule of Academic Deadlines** (See **Exhibits**), the May 4 hearing date occurs long after the Petitioner's enrollment opportunities have expired, rendering any future ruling by the Trial Court moot and ineffective.

**V. PRAYER FOR RELIEF** Petitioner respectfully requests that this Court:

1. Exercise its own authority to grant a Temporary Restraining Order and Preliminary Injunction enjoining the University from misrepresenting Petitioner's enrollment status and withholding records until the merits of the case can be heard.
2. **GRANT** an Emergency Temporary Restraining Order and Preliminary Order directly from this Court, enjoining the University of South Carolina from misrepresenting Petitioner's enrollment status to the LSAC, as the Trial Court's 80-day delay constitutes a total failure of the lower court to provide an adequate remedy at law;
3. **VACATE** the hearing date of May 4, 2026, as it is an abuse of discretion that renders Petitioner's claims moot;
4. **ISSUE** a Writ of Mandamus directing the Respondent (Judge Coble) to schedule an immediate status conference or emergency hearing on the merits within **forty-eight (48) hours** to resolve the remaining discovery and trial schedule;
5. **RETAIN JURISDICTION** over this matter until such time as the Trial Court has complied with this Court's mandate and the Petitioner's enrollment records have been accurately corrected.
6. Grant such other relief as the Court deems just and proper.
7. The balance of equities strongly favors Plaintiff. The relief requested requires Defendant only to preserve accuracy in its records and communications and imposes minimal burden on Defendant.
8. The requested relief serves the public interest, including transparency, fair treatment by public institutions, and accurate academic recordkeeping by a public university.
9. Plaintiff has satisfied the requirements of Rule 65(b), SCRCP, for issuance of a Temporary Restraining Order without notice, or with such notice as has been practicable under the circumstances.
10. Because the relief granted merely preserves the status quo and poses no financial risk to Defendant, the Court finds that no bond, or only a nominal bond, is appropriate, and the bond requirement is hereby waived.
11. **SCHEDULE** an immediate status conference between the parties within the next 48 hours to establish an expedited discovery and trial schedule. This is necessary to

resolve the ongoing legal interference with Petitioner's law school admission process, which has caused collateral and irreparable harm to Petitioner's minor daughter **and her own pending legal matter (Case No. [3:25-cv-12608-SAL-PJG])**. The current state of legal limbo deprives the child of the stability and the resolution of her own claims, as her well-being is inextricably tied to the Petitioner's ability to proceed without the weight of this delayed litigation.

12. Grant such other and further relief as this Court deems just and proper.
13. Petitioner has attached a [Proposed] Order for Emergency Writ and Injunctive Relief, which details the specific affirmative steps necessary to prevent the imminent and irreparable harm described herein.
14. Petitioner further moves this Court for an expedited scheduling of this matter pursuant to the emergency facts detailed herein

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 16<sup>th</sup> day of February, 2026, in Columbia, South Carolina.

**PLAINTIFF'S SIGNATURE:**



**Ubong Christopher Ubokudom**  
Plaintiff, Pro Se

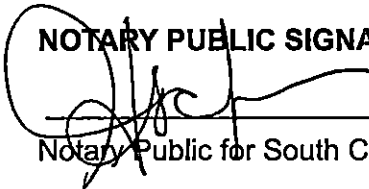
Printed Name: Ubong Ubokudom

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

Sworn to and subscribed before me this 16<sup>th</sup> day of FEBRUARY, 2026, by **Ubong Christopher Ubokudom**, who is personally known to me or who has produced satisfactory identification.

**NOTARY PUBLIC SIGNATURE:**



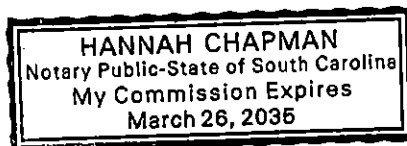
Notary Public for South Carolina

Printed Name: Hannah Chapman

My Commission Expires: 03/26/35

State of South Carolina  
County of Richland

On this 16 day of FEBRUARY, 2026, before me personally appeared Ubong Ubokudom who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

  
Document Holder's Signature

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Ubong Christopher Ubokudom, | *Petitioner*,

v. The Honorable Daniel Coble, | *Respondent*,

and University of South Carolina, | *Real Party in Interest*.

CASE NO.: [To be assigned]

RECEIVED

FEB 17 2026

SC Court of Appeals

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**NOTICE REGARDING SUBMISSION OF SUPPORTING DOCUMENTS AND  
REQUEST FOR PUBLIC DOCKETING**

Petitioner, proceeding *pro se*, respectfully submits this Notice to inform the Court as follows:

1. **Submission of Evidence:** Petitioner has submitted documentary evidence and an Index of Exhibits in support of his Emergency Petition for Writ of Mandamus and Injunctive Relief.
2. **Compliance with Redaction Rules:** Petitioner has made a good-faith effort to redact all supporting documents in accordance with the South Carolina Appellate Court Rules (SCACR) and applicable privacy policies, ensuring that sensitive personal identifiers are protected.
3. **Request for Public Docketing:** Petitioner respectfully requests that all filings in this original action be docketed publicly to ensure transparency in these proceedings. This request includes, but is not limited to:
  - o The Emergency Petition for Writ of Mandamus;
  - o The Motion to Proceed *In Forma Pauperis*; and
  - o All supporting Exhibits.
4. **Specific Request Regarding Exhibit C:** Petitioner specifically requests the public docketing of **Exhibit C (Affidavit of Petitioner Regarding Derivative Harm)**. Petitioner asserts that the facts contained therein—concerning the medical and legal interests of his minor daughter—are critical to demonstrating the "irreparable harm" required for the issuance of a Writ and Injunction. Petitioner waives any privacy claim to the contents of this specific affidavit in favor of a transparent public record, provided that direct personal identifiers (such as birth dates or social security numbers) remain protected.
5. **Clarification of Intent:** Petitioner submits this Notice to clarify his intent regarding the public nature of these proceedings and to ensure compliance with Court policy, without waiving any rights or arguments asserted in his underlying Petition.

**Respectfully,**

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Dated: 2/17/26

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**Ubong Christopher Ubokudom**

P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

INDEX OF EXHIBITS

Ubong Christopher Ubokudom, | Petitioner, | v. | The Honorable Daniel Coble, |  
Respondent, | and | University of South Carolina, | Real Party in Interest. |

CASE NO.: [To be assigned]

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INDEX OF EXHIBITS

**NOTICE REGARDING EXHIBIT MARKINGS:** Certain exhibits in this petition contain markings from prior proceedings. For the convenience of this Court, all current exhibits are designated by a **GREEN HIGHLIGHTED LABEL** (e.g., "EA1") in the near middle center of each page of each exhibit with the corresponding exhibit page number. Ex: EA1, EB1, EC1.

**Exhibit A:** Total pages (16)--> (EA1-EA16)

1. Email confirming that an agreement was made with the University,
2. Emails documenting USC staff stating the plaintiff was never enrolled as a student
3. Then emails demonstrating the coercion by the University to force the plaintiff to re-enroll in order to receive W's on the plaintiff's transcript
4. Email confirming parchment received a transcript from USC
5. Email regarding cancellation of the transcript sent to parchment from USC
6. Re-enrollment form D, that USC attempted to coerce me to sign

**Exhibit B:** Total pages (7)-->(EB1-EB7)

- Financial aid confirmation for the plaintiff
- Agreed upon Contract for the release of the Transcript
- Transcript sent to LSAC
- Letter stating no enrollment was on record for the plaintiff
- Receipt for payment in exchange for the release of the plaintiff's transcripts
- Plaintiff's University of South Carolina ID

**Exhibit C:** Total pages (6)--> (EC1-EC6)

Petitioner's Sworn Affidavit (Pending in U.S. District Court Case No. 3:25-cv-12608-SAL-PJG). *This affidavit establishes the underlying facts of the litigation involving Petitioner's minor daughter, demonstrating the irreparable harm that would occur if Petitioner's legal education is interrupted, as his status is tied to his ability to represent her interests.*

**Exhibit D:** Total pages (3)-->(ED1-ED3)

- **Plaintiff's LSAT exam confirmation completion**
- **Schedule of Imminent Academic Deadlines and Irreparable Harm** (*Detailed list of expired and approaching law school and scholarship targets*)
- **Harvard Law School Application Deadline Verification** (*Official documentation confirming the terminal February 15, 2026, deadline*).

**Exhibit E:** Total pages (8)-->(EE1-EE8)

**Plaintiff's Verified First Amended Complaint** (*The underlying action filed in Richland County, Case No. 2026CP4000645*).

**Exhibit F:** Total pages (12)-->(EF1-EF12)

- **Plaintiff's Supplemental Affidavit & Amended Proposed Order** (*Evidence regarding the \$961 payment and the derivative harm to Petitioner's minor daughter*).
- **Supplemental Affidavit of Service, USPS Delivery Proof, and Emails to the AG** (*Documenting service on the Attorney General and correcting USPS logistical errors*).

**Exhibit G:** Total pages (4)-->(EG1-EG4)

- **Trial Court Order of Denial (Form 4)** (*The February 13, 2026, order citing "Lack of Notice" as the basis for denial*).
- **Notice of Electronic Filing (NEF)** (*Evidence proving Counsel for USC was electronically served at 8:49:23 AM on February 13, 2026*).
- **Official Court Motions Roster** (*Confirming the Respondent scheduled the emergency hearing for May 4, 2026*).

**Exhibit H:** Total pages (5)-->(EH1-EH5)

**Plaintiff's Renewed Emergency Motion for TRO** (*The 12:06 PM filing on February 13, 2026, which remains unaddressed by the Trial Court*).

Respectfully,



**Ubong Christopher Ubokudom**  
P.O. Box 1594  
Columbia, SC 29202

Dated: 2/17/26

**Pro Se Plaintiff**

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, |** Petitioner,

| v. |

**The Honorable Daniel Coble, |** Respondent, | and

| **University of South Carolina, |** Real Party in Interest. |

**CASE NO.: [To be assigned]**

**EXHIBIT**

**A**

Best regards,

Chris Ubokudom

On Tue, Dec 9, 2025 at 2:58 PM

Thanks, Chris. Same to you.

**From:** Chris Ubokudom

**Sent:** Tuesday, December 9, 2025 2:02 PM

**To:**

**Subject:** Re: Transcript release for Law school (Ubong Christopher Ubokudom)

Good morning

Thank you for providing me with the option to have my transcript released for my law school applications. I appreciate your willingness to work with me, and I will plan to make the required payment and sign the repayment agreement as outlined.

I look forward to paying down the balance on my account in the near future.

Wishing you and your staff a very happy holiday season.

Best regards,

Chris Ubokudom

On Mon, Dec 8, 2025 at 3:09 PM

Chris,

Yes, I will release your transcript after you pay half which is \$961.00. You will be required to sign a repayment agreement for the remaining balance to be paid in full by June 30, 2026. This will make your monthly payment \$160.17. If you fail to make any of your monthly payments, your account will be sent back to the collection agency, and you will be responsible for the unpaid balance plus any and all collection fees added.

You will need to make your payment with a certified check. Please ask to see [redacted] when you come and she can process your payment and set up your repayment agreement.

Please let me know if you have any additional questions.

EAI

A75



**TRANSCRIPTS,  
REGISTRAR**

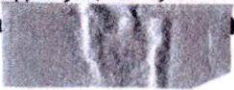
Fri, Jan 16,  
8:38 AM (12  
days ago)

to  
BURS  
, me

EA2



Hi Chris,

We do not have a record of enrollment on file. The drop/add deadlines posted on the Registrar's website are relevant regarding students withdrawing themselves from courses. We can see that you registered for courses Spring 2025, but those courses were dropped for non-payment by the Bursar's Office. Had you withdrawn yourself from these courses in Self-Service Carolina, you would have received Ws in these courses however, the Bursar's Office administratively dropped you, so they are not on your academic record. Please follow up with the Bursar's Office at  for further clarification.

A26

I am following up with you on your conversation with the Registrar's Office. When you initially came to see us to ask for the release of your transcript, I assumed you had completed classes which would be the only reason for your request. After you sent us the email stating that Parchment could not send your transcripts, I looked further into your account and saw that you were only enrolled in one semester which was Spring 2025.

Thank you,

For Spring 2025, you were enrolled in full time classes, staying in university housing and had a university meal plan. Your total charges were \$29,844.71. You had a student loan for \$4,863.00, which brought your amount due to \$24,981.71. You did not pay your balance and therefore your classes were dropped for non-payment on January 28, 2025. When we drop classes for non-payment, they are dropped completely off your record and therefore we do not charge you for the tuition or fees associated with those classes. The withdrawal dates you mentioned below are only for when students drop classes or withdraw from the university on their own. If you had dropped yourself on January 28<sup>th</sup>, you would have owed the following:

Tuition - \$6,730.88  
Fees - \$770.00

Fri, Jan 16,  
10:08 AM  
(12 days  
ago)



Housing - \$1,620.65

Meal Plan - \$226.36

Late Fee - \$75.00

Total - \$9,422.89

Since you were dropped for non-payment, you only owe the housing, meal plan and late fee which totaled \$1,922.00. Since you did not complete any classes at USC and did not earn a grade, there is nothing for us to produce for you. Because you were dropped for non-payment, there is no longer a record of enrollment to be reported. If you had dropped yourself in January, you would have owed a lot more money and your transcript would have shown that you withdrew from all of your classes which I fail to see how that would benefit you in your attempt to enroll in law school.

EA3

You mentioned that you completed a graduate degree. Was that at another university? If so, you would need to contact them for a copy of your transcript.

Thanks,

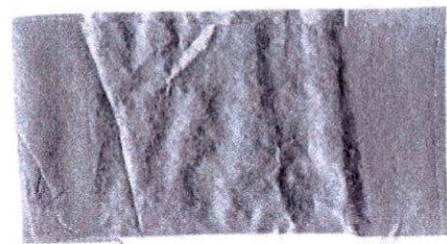
From:

Sent: Friday, January 16, 2026 8:47 AM

To:

Subject: Fw: Transcript Request Canceled

Thank you,



From:

Sent: Friday, January 16, 2026 8:44 AM

To:

Subject: Fw: Transcript Request Canceled

A27

See below.

**Chris Ubokudom**

Fri, Jan 16,  
3:13 PM (12  
days ago)

EAH

A28

Hi

Thank you for your assistance on this matter. I truly appreciate your time and support.

Based on every source I have reviewed, including USC resources, an official transcript is required to be generated and sent on behalf of a former student upon request, even if the student has been withdrawn from their courses.

I referenced my prior bachelor's degree and graduate degree solely to assist in locating my records, particularly under graduate records if applicable. However, I was never enrolled in a graduate program. Additionally, official transcripts are issued by the Registrar's Office, not individual graduate departments.

The Registrar's Office was able to successfully send my official transcript to LSAC on my behalf. I have attached confirmation of this transmission for your reference. Given this, I am respectfully requesting that the Registrar's Office send the additional official transcripts I have requested, as these are needed for law school scholarship applications.

I hope the necessary steps can be completed to allow Parchment to process and send my remaining official transcript requests.

Thank you again for your assistance. I appreciate your help and consideration.

Best regards,

Chris Ubokudom

Ubong Christopher Ubokudom

One attachment • Scanned by Gmail

28

Fri, Jan 16,  
4:22 PM (12  
days ago)

EAS  
A29

In summary:

1. Your Spring 2025 courses were removed for nonpayment. You have no record of academic work at this institution. No courses, no grades of any kind.
2. The transcript that was sent to LSAC was sent in error. The error has now been corrected.
3. The transfer work sent to us on your behalf (during your admissions process) has been removed from your record. We do not store transfer work for individuals who do not have a record with us.

Chris,


As has been explained to you a couple of times below, you did not have grades of W from Spring 2025 semester because your courses were completely removed for nonpayment. What was sent to LSAC was just transfer work you sent to us. Once we realized this error, we removed the transfer work because it should not have gone to LSAC or any other entity. If the work from your other institutions needs to be sent to LSAC or some other entity, complete transcript requests **with those institutions**. The document that we sent to LSAC was in error. Your record has now been corrected.

We will send Enrollment Verification forms to each of your recipients to notify them that while you were admitted, you did not attend and do not have a record with the University of South Carolina.

I understand you think you withdrew and have grades of W. You do not. If you did, you would owe the university \$9,422.89.

Best,


29




**From:**  
**Sent:** Friday, January 16, 2026 3:17 PM  
**To:**  
**Subject:** FW: Transcript Request Canceled

Hey. Sending this to you in case you know something I do not.

Thanks.



**Chris Ubokudom**



Sat, Jan 17,  
4:04 PM (11  
days ago)

to  
USCT  
RANS



To whom it may concern,

Thank you for your response. I respectfully disagree with the conclusion that I "did not attend" the University of South Carolina and therefore have no right to a transcript.

The facts remain that I was formally admitted, enrolled in Spring 2025 courses, and remained enrolled for a period of time before the courses were removed for nonpayment. Whether this removal is characterized as an administrative withdrawal or otherwise, enrollment itself constitutes attendance for transcript and disclosure purposes.

Under LSAC requirements, law school applicants are obligated to disclose **every institution attended**, regardless of whether credit was earned or grades were issued, including cases of withdrawal or administrative removal. USC's position that I "never attended" directly conflicts with LSAC policy and places me at serious risk of misrepresentation if I omit USC from my academic history.

Additionally, both general higher-education practice and USC's own published policies indicate that a transcript may be generated reflecting enrollment history even where no grades or credits were earned. Such transcripts routinely reflect statuses such as "Withdrawn," "No Credit," or "No Record of Coursework," rather than asserting non-attendance.

The transcript previously sent to LSAC was therefore **not an error**; it accurately reflected that USC was an institution at which I was enrolled. Attempting to retract or nullify that record creates substantial harm to my law school applications.

LAG

A30

30

Accordingly, I am formally requesting that USC:

1. Fulfill my transcript request submitted through Parchment, and
2. Provide a transcript accurately reflecting my enrollment history, even if no grades or credits were earned.

I am not requesting that grades be fabricated—only that my enrollment history be accurately documented so that I may comply with LSAC disclosure requirements and avoid disqualification.

I appreciate your attention to this matter and look forward to a resolution that ensures accuracy, compliance, and fairness.

Sincerely,

Chris Ubokudom

Ubong Christopher Ubokudom

Chris Ubokudom

Tue, Jan 20,  
2:01 PM (8  
days ago)



EAD  
A  
31

To Whom It May Concern,

I am writing to follow up on my prior correspondence regarding my University of South Carolina transcript. This is a **time-sensitive matter**, as I am currently applying to law schools and related scholarships, all of which have strict and imminent deadlines.

Last week, I requested an official transcript through Parchment. The transcript I received reflects only my transfer credits from previously attended institutions and does not accurately document my enrollment at the University of South Carolina.

I respectfully request that my transcript be **corrected to reflect my enrollment history at USC**, including the fact that I was enrolled in undergraduate coursework and later withdrawn. I am not requesting that any grades or credits be created—only that my enrollment status be accurately documented for disclosure purposes.

Specifically, I am requesting that the transcript reflect the following information:

- **Course Level:** Undergraduate
- **Program:** Bachelor of Arts – Journalism and Mass Communications
- **College:** College of Information and Communications
- **Campus:** USC Columbia
- **Major:** Mass Communications
- **Courses:** Listing of the undergraduate courses in which I was enrolled for Spring 2025, with an appropriate notation such as "Withdrawn" or "Administrative Withdrawal," indicating that no credit or grades were earned.

31

Accurate documentation of this information is essential for compliance with LSAC disclosure requirements. As a former enrolled student, I have the right to request and receive an official transcript that accurately reflects my academic and enrollment history, and I respectfully ask that the University fulfill this request as soon as possible given the time constraints involved.

Thank you for your prompt attention to this matter. I would greatly appreciate confirmation once the corrected transcript has been issued or an update on the expected timeline for resolution.

Sincerely,

Chris Ubokudom

Ubong Christopher Ubokudom



Tue, Jan 20,  
5:04 PM (8  
days ago)



Dear Chris,

Update: all transcript orders for which you were charged \$12 have been canceled and your money refunded. Please allow several business days to see the credit on your statement.

As I stated in my previous message, you were never withdrawn. You applied, were accepted, you registered and attended but, and I cannot emphasize this enough: you did not pay your bill. Therefore, the policies you mentioned previously do not apply to you. As a result, we have mailed, via USPS to both you and LSAC, letters of "non-enrollment" at no charge to you. The letter, which is quite common, will detail to LSAC that while you were admitted, you have no official record of academic work to report. Please allow a few business days for the letter to arrive.

I know this may not be the outcome you expected. However, because your classes were dropped for nonpayment, it is the correct outcome.

Best,

F  
EAS

A32

32

1/29/26, 4:21 PM

Ubong Ubokudom

Best,



From: Chris Ubokudom  
Sent: Tuesday, January 20, 2026 2:02 PM  
To: [REDACTED] TRANSCRIPTS, REGISTRAR  
Cc: [REDACTED]  
Subject: [REDACTED] transcript request Canceled

To Whom It May Concern,

I am writing to follow up on my prior correspondence regarding my University of South Carolina transcript. This is a **time-sensitive matter**, as I am currently applying to law schools and related scholarships, all of which have strict and imminent deadlines.

Last week, I requested an official transcript through Parchment. The transcript I received reflects only my transfer credits from previously attended institutions and does not accurately document my enrollment at the University of South Carolina.

I respectfully request that my transcript be **corrected to reflect my enrollment history at USC**, including the fact that I was enrolled in undergraduate coursework and later withdrawn. I am not requesting that any grades or credits be created—only that my enrollment status be accurately documented for disclosure purposes.

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- **Campus:** USC Columbia
- **Major:** Mass Communications
- **Courses:** Listing of the undergraduate courses in which I was enrolled for Spring 2025, with an appropriate notation such as "Withdrawn" or "Administrative Withdrawal," indicating that no credit or grades were earned.

Accurate documentation of this information is essential for compliance with LSAC disclosure requirements. As a former enrolled student, I have the right to request and receive an official transcript that accurately reflects my academic and enrollment history, and I respectfully ask that the University fulfill this request as soon as possible given the time constraints involved.

Thank you for your prompt attention to this matter. I would greatly appreciate confirmation once the corrected transcript has been issued or an update on the expected timeline for resolution.

Sincerely,

Chris Ubokudom

LAG

BS

1/29/26, 4:21 PM

Gmail Ubong Ubokudom

On Sat, Jan 17, 2026 at 4:04 PM Chris Ubokudom <[REDACTED]> wrote:

To whom it may concern,

Thank you for your response. I respectfully disagree with the conclusion that I "did not attend" the University of South Carolina and therefore have no right to a transcript.

The facts remain that I was formally admitted, enrolled in Spring 2025 courses, and remained enrolled for a period of time before the courses were removed for nonpayment. Whether this removal is characterized as an administrative withdrawal or otherwise, enrollment itself constitutes attendance for transcript and disclosure purposes.

Under LSAC requirements, law school applicants are obligated to disclose **every institution attended**, regardless of whether credit was earned or grades were issued, including cases of withdrawal or administrative removal. USC's position that I "never attended" directly conflicts with LSAC policy and places me at serious risk of misrepresentation if I omit USC from my academic history.

Additionally, both general higher-education practice and USC's own published policies indicate that a transcript may be generated reflecting enrollment history even where no grades or credits were earned. Such transcripts routinely reflect statuses such as "Withdrawn," "No Credit," or "No Record of Coursework," rather than asserting non-attendance.

The transcript previously sent to LSAC was therefore **not an error**; it accurately reflected that USC was an institution at which I was enrolled. Attempting to retract or nullify that record creates substantial harm to my law school applications.

Accordingly, I am formally requesting that USC:

1. Fulfill my transcript request submitted through Parchment, and
2. Provide a transcript accurately reflecting my enrollment history, even if no grades or credits were earned.

I am not requesting that grades be fabricated—only that my enrollment history be accurately documented so that I may comply with LSAC disclosure requirements and avoid disqualification.

I appreciate your attention to this matter and look forward to a resolution that ensures accuracy, compliance, and fairness.

Sincerely,

Chris Ubokudom

On Fri, Jan 16, 2026 at 4:22 PM [REDACTED] wrote:

Chris,

As has been explained to you a couple of times below, you did not have grades of W from Spring 2025 semester because your courses were completely removed for nonpayment. What was sent to LSAC was just transfer work you sent to us. Once we realized this error, we removed the transfer work because it should not have gone to LSAC or any other entity. If the work from your other institutions needs to be sent to LSAC or some other entity, complete transcript requests with those institutions. The document that we sent to LSAC was in error. Your record has now been corrected.

We will send Enrollment Verification forms to each of your recipients to notify them that while you were admitted, you did not attend and do not have a record with the University of South Carolina.

I understand you think you withdrew and have grades of W. You do not. If you did, you would owe the university \$9,422.89.

In summary:

NT

2/29/26, 4:21 PM

Chris Ubokudom



Chris Ubokudom

Ubong Ubokudom

5 messages

Thu, Jan 22, 2026 at 12:07 PM

To: Chris Ubokudom  
Cc: "TRANSCRIPTS, REGISTRAR"

Chris,

To provide the record you have insisted upon, the following steps must first be completed:

EXHIBIT EA 16

1. Complete the Registration Exception form found [here](#). This form is required by all students when they choose to have their classes added back to their record after the last day of the free drop/add period. No exceptions. Once the form is completed, you will be re-enrolled in your courses and **withdrawn with grades of W effective January 28, 2025**. This withdrawal date will coincide with the date your courses were dropped for nonpayment.
2. Once you have been re-enrolled, before a transcript will be issued, your bill of \$11,988.13 must be paid in full. At that time, an official transcript request can be made and will be processed.

Your second option is to wait for the letter we mailed to you and present it to whomever you wish. I feel confident that the letter will provide exactly what LSAC, and similar entities, needs.

EA 10

I am sure this isn't the outcome you had in mind. Unfortunately, these are the options available to you.

Best,

B6



From: Chris Ubokudom  
Sent: Wednesday, January 21, 2026 1:29 PM  
To: [Redacted]  
Cc: TRANSCRIPTS, REGISTRAR  
Subject: Re: FW: Transcript re

To Whom It May Concern,

Thank you for your response and for the update regarding the canceled transcript orders and refund.

1/29/26, 4:21 PM

Ubong Ubokudom

I am writing to respectfully clarify the record and request documentation that accurately reflects my academic history with the University of South Carolina. I possess documentation demonstrating that I was enrolled in undergraduate courses, including graded assignments issued by course instructors. Additionally, in order to obtain the initial transcript I previously requested, I was required to enter into a payment agreement related to outstanding university housing charges.

As you know, on-campus university housing is provided only to students who are enrolled in courses. The existence of an assessed housing balance, along with my course participation and graded work, reflects that I was enrolled and attended the University of South Carolina during the relevant term.

This issue has significant implications for my law school applications. Applicants are required to provide a complete and accurate disclosure of all institutions attended through LSAC, and institutions likewise report students' academic histories. Omitting the University of South Carolina from my application would constitute a misrepresentation of my academic record, even if no academic credit was ultimately earned.

Accordingly, I am requesting that the University provide an unofficial transcript reflecting my undergraduate registration for the Spring 2025 term, with appropriate notation indicating that no credit or grades were earned (e.g., "Withdrawn" or "Administrative Withdrawal"). Specifically, I am requesting that both unofficial and official transcripts reflect the following information:

- Course Level: Undergraduate
- Program: Bachelor of Arts – Journalism and Mass Communications
- College: College of Information and Communications
- Campus: USC Columbia
- Major: Mass Communications
- Courses: Listing of undergraduate courses for Spring 2025 with notation indicating withdrawal or administrative withdrawal and no earned credit or grades

Please let me know when this documentation can be prepared and when I may come to the Registrar's Office to pick up an unofficial copy. I would also appreciate confirmation that official transcripts reflecting this information can be sent through Parchment as requested.

Thank you for your time and assistance.

Sincerely,

Chris Ubokudom

Ubong Christopher Ubokudom

On Tue, Jan 20, 2026 at 5:04 PM

wrote:

Dear Chris,

Update: all transcript orders for which you were charged \$12 have been canceled and your money refunded. Please allow several business days to see the credit on your statement.

As I stated in my previous message, you were never withdrawn. You applied, were accepted, you registered and attended but, and I cannot emphasize this enough: you did not pay your bill. Therefore, the policies you mentioned previously do not apply to you. As a result, we have mailed, via USPS to both you and LSAC, letters of "non-enrollment" at no charge to you. The letter, which is quite common, will detail to LSAC that while you were admitted, you have no official record of academic work to report. Please allow a few business days for the letter to arrive.

I know this may not be the outcome you expected. However, because your classes were dropped for nonpayment, it is the correct outcome.

B6



Chris Ubokudom

Your Document Request is on Hold

5 messages

Parchmen  
Re:  
To: Ubong

Mon, Jan 12, 2026 at 10:43 AM

Your Order is on Hold

Hi Ubong,

University of South Carolina has placed your 01/09/2026 order on hold, Document ID [redacted]

In addition, the following comment was provided:

Your transcript request has been received, however it cannot be processed at this time due to a hold record. Contact the University Registrar's Office regarding this hold. If [redacted] s, we will process your transcript request, otherwise your request will be cancelled.

You'll receive another email when your order has been processed.

Thank you,  
The Parchment Team

EA11  
CW

Turn Credentials into Opportunities



Mon, Jan 12, 2026 at 2:38 PM

To:

To whom it may concern,

The hold on my account was removed today. I am writing to kindly request that my transcript order be processed at your earliest convenience.

Please let me know if any additional information is needed from me.

Thank you for your assistance.

Best regards,

Chris Ubokudom

[Quoted text hidden]

Ubong Christopher Ubokudom

Mail Delivery Subsystem  
To:

Tue, Jan 13, 2026 at 6:00 PM



Delivery incomplete

There was a temporary problem delivering your message to [redacted] will retry for 44 more permanently.

LEARN MORE

The response was:

C1A



Chris Ubokudom <[redacted]>

### Notice of Transcript Receipt

1 message

Fri, Jan 16, 2026 at 4:03 AM

[redacted]

LSAC Account [redacted]  
Legal Name: Ubong Ubokudom

Dear Ubong

LSAC has received your transcript from the following institution(s):

- UNIVERSITY OF SOUTH CAROLINA-COLUMBIA (graduate)

Best wishes as you continue on your law school journey!

Law School Admission Council

EA12

Please do not reply directly to this email, as it is coming to you from an unmonitored mailbox.  
Contact us with your comments, questions, or concerns via online chat, email  
or phone [redacted]

C5

E  
A13

A19

Order Canceled

Dear Ubong,

This email is to let you know that your order has been canceled.

We have received the request for your official University of South Carolina transcript. There is no record of enrollment on file. Therefore, this transcript order has been cancelled. If you have any questions, you may call Office of the University Registrar at [REDACTED]

A credit for the amount of this item is being applied to your Parchment account and can be accessed for other credentials ordered from the same institution.

If you have any questions, please contact University of South Carolina directly.

Thank you,  
The Parchment Team

A20  
LAY



Wed,  
Jan 14,  
6:57 PM

We're here if you need us

Explore the [Parchment Help Center](#) for comprehensive articles, FAQs, and support resources.

to  
registr  
ar

Subject-- Urgent: Enrollment Record Correction Needed for Transcript Release

To Whom It May Concern,

I am writing to request that this issue be rectified so that Parchment can send out my official paper transcripts.

While Parchment was able to successfully send one of my official transcripts electronically, they have been unable to send the official paper transcripts I requested because they were informed that there is no record of my enrollment on file at the University of South Carolina. This information is incorrect and has prevented the release of my transcripts.

This matter is time-sensitive, as I am actively applying to law school and require these transcripts to complete my applications. I would greatly appreciate your prompt attention to this issue and ask that it be resolved as soon as possible.

Thank you for your time and assistance.

Best regards,

Chris Ubokudom

Ubong Christopher Ubokudom



Thu, Jan 15,  
8:53 AM (13  
days ago)

FA 25  
A 21

to me

Chris,

Thank you for contacting us. The information that you received is correct. We do not have a record of enrollment on file. We can see that you registered for courses, but those courses were dropped so they are not on your academic record. Can you please share more information with us? Did you complete and earn a final grade in any of these courses?



Exhibit D

# Registration Exception Form (REF)

This form, with the appropriate signatures, must be completed by the student and submitted to the University Registrar's office for all course adds, section or credit changes made after the deadline dates as printed in the academic calendar. This form will not remove the course or the fees if the course was dropped/withdrawn with a 'W' or 'WF' from another section of the same course.

Student's Printed Name: \_\_\_\_\_ USC ID: \_\_\_\_\_  
*Your USC ID can be found on the back of your Carolina Card.*

## Requested Action

Change Sections: from section \_\_\_\_\_ to section \_\_\_\_\_  Change Credit Hours: from \_\_\_\_\_ hours to \_\_\_\_\_ hours  
 Add/Register

One course per form (and a lab if required). Please include lecture and lab below when applicable.

Please use a separate form for each course (and required lab) and submit as completed.

Term & Year (YYYY)	Course Subject	Course Number	Section	CRN	Credit Hours	Instructor's Printed Name	Instructor's Signature (Required)	Date**
(lab only)	(lab only)	(lab only)						

*Instructor's signature does not authorize capacity override.  
\*\* Instructor authorization will expire three (3) business days after this date.*

## Student Financial Agreement/Signature

Student must acknowledge by **initialing** the statements below:

EA16

\_\_\_\_\_ If my classes have been dropped due to nonpayment and I wish to be re-enrolled in classes for the same term after the drop/add date, I may be assessed a \$75.00 Reinstatement Fee. This fee is assessed per occurrence each semester.

\_\_\_\_\_ I am responsible for payment of all tuition and fees to the University of South Carolina associated with these course(s) within 24 hours of being registered for these courses, and I have read and agree to abide by the terms of the Student Financial Responsibility Agreement. If I fail to abide by the Student Financial Responsibility Agreement, I understand my course(s) may be dropped from my schedule.

\_\_\_\_\_ I am aware of any financial consequence of this change to my registration.

Student Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

**Graduate Students must obtain the Graduate Director's signature IF the changes above are for a past term:**

Graduate Director's Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bursar's Office Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_  
*This student is authorized for this schedule adjustment.*

Bursar's Office: Please route completed form to the University Registrar's office for processing.



**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**B**

\*\*\*\*\*  
THIS IS A DUPLICATE RECEIPT  
\*\*\*\*\*

University of South Carolina



Cashier: 148  
Station: 2 - COL2  
Receipt #: 655761  
Trans Date: 01/12/2026  
Post Date: 01/12/2026  
Time: 1:44:37 PM

FBI

Accounts Paid By This Method

Student Name: Ubong C. Ubokod  
Student ID: [Redacted]  
Payment Account: COLA Student Payment  
Payment Term: 202501  
Amount Paid: USD\$961.00  
Account Balance: USD-\$961.00

Payment Details

Payment Method: Paper Check  
Ref Number: [Redacted]  
Amount Tendered: USD\$961.00  
Change: USD\$0.00  
Net Paid: USD\$961.00

Total Amount Paid: USD\$961.00

Thank You For Your Business  
University of South Carolina

Cg

CG



# UNIVERSITY OF South Carolina

University of South Carolina

Statement date: 1/12/26  
 Student name: Ubong C. Ubokudom  
 Student ID: [REDACTED]  
 Student email: [REDACTED]  
 Term: Spring 2025  
 Term balance: \$0.00  
 Balance: \$0.00

Cg

Amount Enclosed \$

Ubong C. Ubokudom

Mail payments to:  
University of South Carolina

\*Cut along the dotted line and return top portion with your payment

Balance

\$0.00

E B 2

## Account Statement

### Account Activity - Spring 2025

Date	Code	Description	Charges	Credits/Anticipated Credits
> 5/30/25	3UCA	UNCOLLECT WO AR MAY 2025	--	\$75.00
> 5/30/25	3UCC	UNCOLLECT WO CAR CARD MAY 2025	--	\$226.36
> 5/30/25	3UCF	UNCOLLECT WO HOUSING MAY 2025	--	\$1,620.65
> 3/14/25	3OLF	COL Late Fee	\$75.00	--
> 2/17/25	3OCD	All Access w/\$250 MPD	\$226.36	--
✓ 2/11/25	A0P3	Fed Direct Unsubsidized Loan	--	-\$0.00
2/11/25	A0P3	Fed Direct Unsubsidized Loan	--	-\$4,863.00
1/4/25	A0P3	Fed Direct Unsubsidized Loan	--	\$4,863.00
> 2/7/25	3HFZ	COL Housing Park Place	\$1,570.65	--
> 1/28/25	3TUN	COL UG Nonresident-SC Tuition	\$0.00	--
> 1/28/25	3FIU	COL CIC UG Program Fee	\$0.00	--
> 1/28/25	3FHI	COL Mandatory Health Insurance	\$0.00	--
> 1/28/25	3LLA	COL Language Lab Fee	\$0.00	--

Cg

>	1/28/25	3FTF	COL Technology Fee	\$0.00	--
>	1/28/25	3FMA	COL Matriculation Fee UG	\$0.00	--
>	12/18/24	3FUP	COL Health Ctr Fee UG 6-11	\$0.00	--
>	12/17/24	3HAF	COL Housing Activity Fee	\$50.00	--
			<b>TOTALS</b>	<b>\$1,922.01</b>	<b>\$1,922.01</b>

C10

University of South Carolina



EB3

C10

UNIVERSITY OF SOUTH CAROLINA  
OFFICE OF THE UNIVERSITY REGISTRAR

Date Issued: 13-JAN-2026  
AEEE

Page: 1

Record of: Ubong C Ubokudom  
Current Name: Ubong C Ubokudom  
Issued To: Ubong Ubokudom

Course Level: Undergraduate  
Student Type: Transfer

Current Program

Bach Arts Journalism Mass Comm  
College : Information & Communications  
Campus : USC Columbia  
Major : Mass Communications  
Maj/Concentration : No Concentration

SUBJ	NO.	C	COURSE TITLE	CRED	GRD	R
				PTS		

TRANSFER CREDIT ACCEPTED BY THE INSTITUTION:

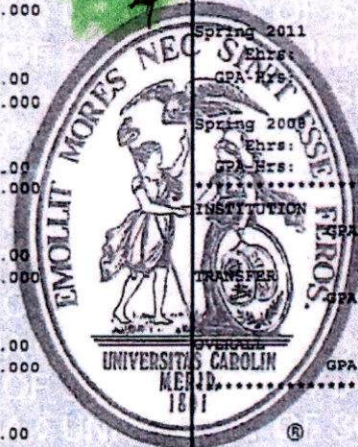
Su I 2006			Univ of Mich-Ann Arbor			
Ehrs:	6.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Fall 2006			Univ of Mich-Ann Arbor			
Ehrs:	13.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2007			Univ of Mich-Ann Arbor			
Ehrs:	14.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Fall 2007			Univ of Mich-Ann Arbor			
Ehrs:	15.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2008			Univ of Mich-Ann Arbor			
Ehrs:	12.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Fall 2008			Univ of Mich-Ann Arbor			
Ehrs:	16.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2009			Univ of Mich-Ann Arbor			
Ehrs:	13.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		

EB4

SUBJ	NO.	C	COURSE TITLE	CRED	GRD	R
				PTS		

Transfer Information continued:

Fall 2009			Univ of Mich-Ann Arbor			
Ehrs:	15.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2010			Univ of Mich-Ann Arbor			
Ehrs:	14.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Fall 2010			Washtenaw CC			
Ehrs:	4.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2011			Washtenaw CC			
Ehrs:	4.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
Spring 2008			Eastern Mich Univ			
Ehrs:	4.000	Qpts:		0.000		
GPA-Hrs:	0.000	GPA:		0.000		
***** TRANSCRIPT TOTALS *****						
INSTITUTION	Ehrs:	0.000	Qpts:	0.000		
GPA-Hrs:	0.000	GPA:	0.000	0.000		
TRANSFER	Ehrs:	130.000	Qpts:	0.000		
GPA-Hrs:	0.000	GPA:	0.000	0.000		
OVERALL	Ehrs:	130.000	Qpts:	0.000		
GPA-Hrs:	0.000	GPA:	0.000	0.000		
***** END OF TRANSCRIPT *****						



ACADEMIC TRANSCRIPT

This transcript is printed on special security paper with a garnet background, the seal of the University of South Carolina, and a security watermark. The watermark is visible when the transcript is held up to the light.



C10

January 20, 2026

To Whom It May Concern:

An academic certification for:

**UBONG C UBOKUDOM**

This student was never enrolled as a student at the University of South Carolina.

FB5

This certification is valid only when it bears the imprinted seal of the University of South Carolina and the signature of the Registrar. If you need to discuss this information, please call the Office of the University Registrar at [REDACTED]

Our certification system is designed to expedite the sharing of academic information with many agencies and companies. We appreciate your accepting this certification since hand-processed special forms slow our response.

END OF CERTIFICATION

UNIVERSITY OF SOUTH CAROLINA  
OFFICE  
OF THE  
UNIVERSITY  
REGISTRAR  
COLUMBIA

A true copy of the record  
on file in the Office of the  
University Registrar,  
University of South Carolina

C12



Student Customer Services  
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA  
OFFICE OF THE BURSAR  
REPAYMENT AGREEMENT

513

Student's Name: Mr. Ubong C Ubokudom

Student ID #: [REDACTED]

I, **Mr. Ubong C. Ubokudom**, do hereby agree to repay the University of South Carolina the total sum of **\$1,922.01**, incurred during the **Spring 2025** term. I agree to pay a **down payment of \$961.00 January 12<sup>th</sup> 2026** and the remaining balance of **\$961.01** through **six (6) monthly installments of \$160.16 on the 15<sup>th</sup> of each month starting in February 15, 2026**. This down payment represents half of the outstanding balance.

Payments may be made online at **my.sc.edu** via the Payment Gateway using a credit or debit card (a **2.5% processing fee** applies per payment) or by electronic check. Payments may also be made by **cashier's check or money order**, mailed to the address provided below, or made **in person**.

Per the University Bursar, the transcript hold will be released upon payment of **\$961.00**, which may be paid either in a lump sum or through at least **three (3) consecutive monthly payments** totaling that amount. Once the hold is removed and the transcript is sent to the Law School Admission Council, the hold will be reinstated **10 days later** until the remaining balance has been paid in full.

I further understand that, in accordance with University policy, a **HOLD has been or will be placed** on my student records. This **HOLD** will prevent me from requesting transcripts, registering for future terms, or receiving my diploma until all outstanding debts to the University are fully satisfied if the repayment terms above are not met.

FBG

I also understand that **until valid payments are received per repayment terms and applied to my account**, collection activity may proceed. I further acknowledge that if I am unable to make a scheduled payment at any time during the repayment period, I must **notify the Bursar's Office within 24 hours**. I understand that the University reserves the right to declare the **entire remaining balance immediately due and payable** in the event of a missed payment per repayment terms. Any waiver of this right for one default shall not constitute a waiver for subsequent defaults.

If legal action becomes necessary to enforce this agreement, I agree to pay any **reasonable attorney's fees and associated costs** as determined by the court.

By signing below, I acknowledge that I have read, understood, and agree to all terms and conditions stated herein.

[REDACTED SIGNATURE AREA]

1/12/2026

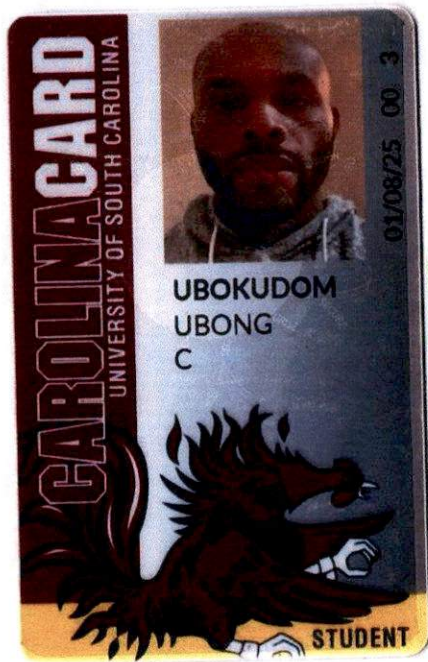
Payments may be made in Bursar's Office  
Payments may be mailed to:  
**Bursar's Office**

m 8:30 a.m. until 5:00 p.m. Monday through Friday.  
Payments may be made online:

Marketplace

[REDACTED]

du if you have questions or comments regarding this repayment agreement.



EB7

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**C**

**STATE OF SOUTH CAROLINA**

**IN THE COURT OF APPEALS**

**Ubong Christopher Ubokudom, | *Petitioner,***

**v. *The Honorable Daniel Coble, | Respondent,***

**and *University of South Carolina, | Real Party in Interest.***

**CASE NO.: [To be assigned]**

**EXHIBIT C: AFFIDAVIT OF PETITIONER REGARDING DERIVATIVE HARM**

*Note: This Affidavit is submitted to establish the existence of the pending federal litigation involving the Petitioner's minor daughter and the plaintiff (Case No. 3:25-cv-12608-SAL-PJG). It is provided as evidence of the irreparable harm that would result if Petitioner's academic progress and ability to eventually serve as legal counsel for his daughter are interrupted by the Respondent's judicial inaction.*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

Ubong Christopher Ubokudom, (Minor 1)  
PLAINTIFF



VS.

Walmart Inc.  
DEFENDANT(S)

AFFIDAVIT OF UBONG CHRISTOPHER UBOKUDOM  
STATING FACTS ON INFORMATION

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, Ubong Christopher Ubokudom, being duly sworn, depose and say:

1. My name is Ubong Christopher Ubokudom, I am over 18 years of age, I currently reside in Richland County, and I am competent to provide this statement.
2. On or about April 26, 2024 and continuing for 1-2 weeks after this date, I was present at my mother's home where I occasionally take care of my daughter, Minor 1, where I personally witnessed the following events.
3. On or about April 26, 2024 at or around 8:45pm, my daughter began to complain of intermittent finger pain as well as paresthesias in her fingers and constant neck pain and neck stiffness after eating dinner on or about April 26, 2024. My daughter denied experiencing dyspnea, chest pain, nausea, abdominal pain, and she did not have emesis or diarrhea. I asked my daughter if she hit her hand or jammed her finger. My daughter said no.
4. I am an emergency medicine physician and I decided to complete a brief physical exam. There was no evidence of any trauma or rashes on my daughter's body.
5. I was with my daughter the entire day and did not witness her personally injury herself.
6. My daughter ate breakfast earlier in the day, on or about April 26, 2024. She ate Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk purchased from Sam's Club. The Quaker instant oatmeal apples and cinnamon and silk unsweetened almond milk were not expired. The packaging was intact when they were purchased.
7. For lunch, on or about April 26, 2024, I gave my daughter a lunchable, a poptart, a peanut butter sandwich, a fruit snack, water, some oreo cookies, and silk unsweetened almond milk. My daughter also drank bottled water. The packaging was intact for all the items when they were purchased, and prior to consuming the items they were intact. None of the items that were consumed were expired.
8. I began to search my daughter's room, the living area, and the bathroom to see if she had come in contact with anything that could have caused her symptoms.
9. I took my daughter's temperature and she was afebrile.
10. I then checked the food and drinks that she consumed to see if the food or drinks were expired or if they had mold on them. They were not expired and there was no evidence of mold. My daughter consumed macaroni and cheese, fruit snacks, wheat bread, unseasoned chicken nuggets, and drank water for dinner at or around 8:00pm on or about April 26, 2024. Earlier in the day my daughter drank cranberry juice at or around 4:30pm. I purchased all of these items from local retail stores. The separate macaroni packages were completely intact and so were the chicken nuggets and fruit snacks prior to my daughter consuming these items. The bread was not expired. These items were prepared per the instructions on the items. The drinks were not expired.
11. On or about April 26, 2024, at or around 9:30pm, I read a book with my daughter prior to her going to bed. She stated that the pain in her neck and neck stiffness had mostly resolved and the intermittent pain in her fingers as well as paresthesias completely resolved. She stated she was feeling better. My daughter then went to bed and slept.

12. On or about April 27, 2024, at or around 7:00am my daughter began to shout for me after she woke up. I went to my daughter's room and found her on her bed completely soaked in urine. This was not normal for my daughter to urinate overnight. I asked my daughter if she was ok. She stated she really needed to urinate. I escorted my daughter to the bathroom and she was able to urinate.
13. I then began to question my daughter. I asked her if she was feeling ill and why she urinated on herself. My daughter stated she did not know why she urinated on herself, but she complained of neck pain and neck stiffness. Of note, this was the first time that my daughter had urinated on herself in more than a year.
14. My daughter complained of neck pain and stiffness but stated the pain in her fingers and paresthesias in her fingers had resolved.
15. On or about April 27, 2024, at or around 8:00am, my daughter began to eat breakfast. She ate Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk purchased from Sam's Club on 22500 Eight Mile Rd., Southfield, MI. The Quaker instant oatmeal apples and cinnamon and silk unsweetened almond milk were not expired. The packaging was intact when they were purchased.
16. On or about April 27, 2024, at or around 12:00pm, I gave my daughter a lunchable, a pop tart, a peanut butter sandwich, a fruit snack, water, some oreo cookies, and silk unsweetened almond milk. My daughter also drank bottled water. The packaging was intact for all the items when they were purchased, and prior to consuming the items they were intact. None of the items that were consumed were expired.
17. On or about April 27, 2024, at or around 12:45pm, my daughter began to complain of finger pain and finger paresthesias again in addition to constant neck pain and neck stiffness.
18. I had been with my daughter the entire day. I asked her several more questions and began to monitor her more closely.
19. On or about April 27, 2024, at or around 2:00pm, my daughter and I went downstairs to play with her toys. Prior to playing with her toys, my daughter began talking and I noticed she had significant bouts of stuttering. This lasted for 20 minutes.
20. I called my ex-wife to see if she noticed any significant changes with the way our daughter was speaking. I asked if she thought our daughter may have developed a stutter. She said she had not noticed any stuttering. I asked if our daughter had complained to her about developing pain in her fingers or paresthesias in her fingers before. My ex-wife stated our daughter had not mentioned anything to her about developing paresthesias or finger pains.
21. I informed my ex-wife that our daughter was soaked in urine when she woke up in the morning. My ex-wife was concerned because our daughter never wets the bed. She asked if I made sure she urinated before going to bed the night before. Our daughter had urinated before going to bed. She asked if she had a fever or other upper respiratory symptoms. I informed her of the neck pain and

- stiffness she had been experiencing, but stated that the neck pain and stiffness was musculoskeletal in nature and she had no upper respiratory symptoms.
22. My ex-wife and I both agreed to monitor our daughter for any new developing symptoms. I told my ex-wife I was searching for any source that could be causing her symptoms.
  23. On or about April 27, 2024, at or around 8:00pm, my daughter and I began to eat dinner.
  24. My daughter consumed macaroni and cheese, fruit snacks, wheat bread, unseasoned nuggets, and drank bottled water with her dinner.
  25. On or about April 27, 2024, at or around 9:30pm, my daughter urinated before we read a book together prior to her going to bed. She stated that the pain in her neck and neck stiffness had mostly resolved and the intermittent pain in her fingers as well as finger paresthesias completely resolved. She stated she was feeling better. My daughter later went to bed.
  26. On or about April 28, 2024, at or around 6:45 am my daughter began to shout for me after she woke up. I went to my daughter's room and found her on her bed completely soaked in urine again.
  27. I escorted my daughter to the bathroom to urinate and asked her questions. She stated she still had neck pain and neck stiffness but her finger pains and paresthesias had resolved.
  28. On or about April 28, 2024, at or around 9:00am, my daughter was picked up by her mother.
  29. I informed my ex-wife of her symptoms and we were both concerned. She stated she would complete a full physical exam and keep me updated on any developments.
  30. On or about May 3rd, at or around 9:30am, my daughter was dropped off at my mother's home. My daughter denied experiencing any neck pain, neck stiffness, finger pain or finger paresthesias while she was at her mother's home.
  31. My ex-wife stated our daughter had not complained to her about neck pain, neck stiffness, finger pain, finger paresthesias and she did not notice any bouts of stuttering.
  32. A few minutes later I provided her with her usual breakfast, Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk and bottled water.
  33. On or about May 3rd, at or around 12:00pm, I provided my daughter with her usual noon meal, a lunchable, a popart, a peanut butter sandwich, a fruit snack, silk unsweetened almond milk, and a bottle of water.
  34. On or about May 3rd, at or around 2:00pm my daughter began to complain of neck pain and neck stiffness. But denied having any finger paresthesias or finger pain.
  35. I did another physical exam on my daughter and did not find any trauma. My daughter denied abdominal pain, nausea, or emesis.
  36. I began to think that some of the food she was eating and potentially the silk unsweetened almond milk was causing her symptoms because I began to experience diffuse involuntary muscle contractions, muscle pain, palpitations, chest pain, facial contractions, and involuntary unilateral eyelid contractions at or around May 1st. My daughter and I would often eat the same meals and

occasionally I would eat my daughter's lunchables. I would eat pop tarts, a peanut butter sandwich but add jam to my sandwich, fruit snacks, water, oreo cookies, Quaker instant oatmeal apples and cinnamon, and silk unsweetened almond milk for lunch with her. For dinner, I would occasionally eat macaroni and cheese and I would often eat the chicken nuggets and wheat bread with her.

37. I began restricting the food that I gave my daughter. I initially started by not providing her with Quaker instant oatmeal apples and cinnamon and the silk unsweetened almond milk in the morning.
38. On or about May 5th, my daughter's neck pain had completely resolved. Her mother came to pick her up on May 5th and while she was at her mother's she did not develop any more symptoms of neck pain, neck stiffness, finger pain, finger paresthesias or bouts of stuttering.
39. Over the next few days and weeks, I did my best to attempt to narrow down which food items or drinks caused my daughter's symptoms; I did this by consuming the items my daughter routinely ate and drank, when she was with me, and monitoring my symptoms. But I could not pinpoint the source because my symptoms were getting worse.
40. In fact, after consuming these items, they were making me develop even more pronounced physical symptoms: diffuse muscle contractions, diffuse paresthesias, muscle pain, chest pain, palpitations, a few episodes of hypertension, elevated heart rate above my normal baseline, neck pain, neck stiffness, and bouts of stuttering. RC5
41. Eventually, I decided to stop providing my daughter with food and drinks that I purchased from Sam's Club on 22500 Eight Mile Rd., Southfield, MI. This is where most of the food and drinks that she and I had consumed were purchased from.
42. My daughter's neck pain, neck stiffness, finger pain, finger paresthesias, and bouts of stuttering never resurfaced, once I stopped providing her with the food and drinks that I had purchased from Sam's Club; and she has yet to experience another episode of wetting her bed.
43. Sam's Club, owned by the defendant, deviated from its normal standard customer service practices by intentionally limiting me and my daughter's ability to purchase non-defective products. The Silk unsweetened almond milk and Quaker instant oatmeal apples and cinnamon were some of the items that were defective that were purchased and later consumed by me and my daughter.
44. While shopping at Sam's Club, we experienced discrimination based on our race; we were not ensured the full enjoyment of goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation without discrimination.
45. As a result of the above-described discrimination, we, suffered, continue to suffer, and may permanently suffer from feelings of racial stigmatization, embarrassment, humiliation, anger, indignity, and shame.
46. Lastly, these defective products consumed by me and my daughter could have led to our demise, and they may still lead to chronic disease, paralysis, and a cardiovascular and/or neurovascular event in the future for my daughter or for me.

- 47. I have personal knowledge of the facts stated herein and can testify to their truthfulness.
- 48. The information provided is true to the best of my knowledge.

AFFIANT

Signed this the 16<sup>th</sup> of February, 2026.


Signature: 

Printed Name: Ubonk Uokudom

ECG

NOTARY PUBLIC

Sworn to and subscribed before me, this the 16 of February, 2026.

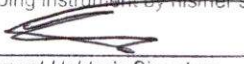
Notary Public Signature: 

My Commission Expires: 6/15/35

LANDON HORTON  
Notary Public-State of South Carolina  
My Commission Expires  
June 15, 2035

State of South Carolina  
County of Richland

On this 16 day of February, 2026, before me personally appeared Ubonk Uokudom who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.



Document Holder's Signature





**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**D**

2/3/26, 1:06 PM

Gmail - LSAT exam confirmation

*E D 1*



*C1*

Chris Ubokudom

**LSAT exam confirmation**

From: [redacted]  
To: [redacted]

Thu, Jan 8, 2026 at 1:39 PM

*Exhibit C (13 total pages)*

Dear Ubong,

*Payment Agreement, enrollment evidence, payment receipts*

Thank you for contacting LSAC.

*Test confirmation, transcript cancellations,*

Our records show that you successfully completed your January 2026 LSAT. Please remember to also complete your LSAT Argumentative Writing.

To launch LSAT Argumentative Writing, please use the link provided on the LSAT Argumentative Writing page of your account. Log into your LSAC online account and navigate to the LSAT Argumentative Writing tile on the home page, or hover over the LSAT tab and click "LSAT Argumentative Writing" from the menu. Be sure to read the helpful information and instructions before you click on the link to begin.

Please contact us if you have any additional questions and we will be happy to assist.

*C1*

You will be receiving a brief survey in the near future that will ask you about the quality of customer service that you received. Your feedback is important and helpful to us in improving our customer service. We hope you will take a few minutes to complete it. We appreciate your time. Thank you and have a great day!

Best Regards

## **EXHIBIT : Schedule of Imminent Academic Deadlines and Irreparable Harm**

**Subject:** Fall 2026 Law School Admission and Scholarship Deadlines **Date of Filing:** February 17, 2026

### **I. TERMINAL APPLICATION DEADLINES (MOOTNESS RISK)**

The following institutions represent the Petitioner's primary academic targets. The trial court's failure to rule on the merits prior to these dates effectively renders the Petitioner's claims moot:

- **Harvard Law School:** February 15, 2026 (**EXPIRED**)
- **New York University (NYU):** February 15, 2026 (**EXPIRED**)
- **Northwestern University:** February 15, 2026 (**EXPIRED**)
- **University of Michigan:** February 28, 2026 (**11 Days Remaining**)
- **University of South Carolina (Rice School of Law):** March 1, 2026 (**12 Days Remaining**)
- **Charleston School of Law:** March 1, 2026 (**12 Days Remaining**)
- **Georgetown University:** March 2, 2026 (**13 Days Remaining**)

### **II. MERIT-BASED SCHOLARSHIP DEADLINES (FINANCIAL HARM)**

The Petitioner's ability to fund his legal education and provide for his minor daughter is dependent on securing merit-based aid. The following opportunities will be lost if legal standing is not restored immediately:

- **Future Defense Lawyer Scholarship:** February 26, 2026 (**9 Days Remaining**)
- **Bay Area Minority Law Student Scholarship:** February 28, 2026 (**11 Days Remaining**)
- **Cappy Scholarship (\$15,000):** February 28, 2026 (**11 Days Remaining**)
- **ABA Legal Opportunity Scholarship (\$15,000):** April 15, 2026 (Requires admission verification).

### **III. IMPACT OF THE MAY 4, 2026 HEARING DATE**

The Respondent's scheduling of a hearing for **May 4, 2026**, occurs sixty-four (64) days **after the primary deadlines for South Carolina law schools have passed**. Consequently, the trial court's current schedule guarantees that the Petitioner will be unable to enroll for the 2026 academic year, resulting in a full year of lost professional wages and educational advancement.

**Application Fee or Fee Waiver**

**Standardized Test Score**

**Transcripts**

**Letters of Recommendation**

**Resume**

**Written Statements**



**Additional Information**

**Character and Fitness**

**Interview**

## J.D. Application Timeline

**Apply for Admission**

**Submission Deadline**



The J.D. application for Fall Term 2026 enrollment closes on February 15, 2026 at 11:59 p.m. ET.

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**E**

**STATE OF SOUTH CAROLINA  
IN THE COURT OF COMMON PLEAS  
FOR RICHLAND COUNTY**

Ubong Christopher Ubokudom,  
**Plaintiff,**

v.

University of South Carolina,  
**Defendant.**

Case No: 2026 CP4000645

2026 FEB -6 PM 4:19  
JENNIFER W. MCGRIFF  
CLERK OF COURT  
RICHLAND COUNTY

**FIRST AMENDED COMPLAINT**

(Declaratory Judgment, Injunctive Relief, Breach of Implied Contract, Promissory Estoppel, Arbitrary and Capricious Agency Action, Damages, Penalties, Legal Fees)

**I. PARTIES**

Plaintiff Ubong Christopher Ubokudom ("Plaintiff") resides in Columbia, South Carolina and is a former admitted and enrolled undergraduate student of the University of South Carolina. Defendant University of South Carolina ("USC") is a public institution of higher education organized under the laws of South Carolina, with its principal campus located in Richland County.

EF 1

**II. JURISDICTION AND VENUE**

This Court has jurisdiction pursuant to S.C. Code Ann. §§ 15-7-20 and 15-53-30. Venue is proper in Richland County because USC resides there and the acts and omissions giving rise to this action occurred there.

Plaintiff asserts no federal causes of action in this Complaint. All claims arise exclusively under South Carolina statutory law, South Carolina common law, and the South Carolina Constitution.

Plaintiff expressly disclaims any claim arising under the Constitution or laws of the United States, including but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 or 1983, or the Fourteenth Amendment.

**III. FACTUAL ALLEGATIONS**

**Admission, Enrollment, and Attendance**

Plaintiff was formally admitted to USC and enrolled as an undergraduate student for the Spring 2025 semester in the College of Information and Communications.

Plaintiff registered for courses, attended classes, completed coursework, and received graded assignments from instructors.

Plaintiff was approved for and charged on-campus housing and a university meal plan, benefits available exclusively to enrolled students.

Federal financial aid was originated and transmitted in connection with Plaintiff's Spring 2025 enrollment.

Plaintiff was informed that his courses were administratively removed for nonpayment on or about January 28, 2025. Federal financial aid was subsequently returned. Housing-related charges remained.

### **Discriminatory and Unequal Treatment**

Plaintiff is a member of a protected racial class.

At all relevant times, USC owed Plaintiff a duty to treat him in a fair, consistent, and non-discriminatory manner in the administration of enrollment records, transcript access, and communications with third parties.

USC treated Plaintiff differently from similarly situated students who were administratively withdrawn or who had outstanding balances, including by:

Retroactively denying the existence of Plaintiff's enrollment while simultaneously acknowledging registration and attendance;

Refusing to produce any enrollment or academic record, even in unofficial form;

Issuing and then retracting an official transcript while labeling it an "error";

Affirmatively informing third parties that Plaintiff "never attended" USC; and

Conditioning transcript access on retroactive re-enrollment and payment of charges.

These actions departed from USC's normal policies and practices and lacked a rational, good-faith basis.

EX 2

Upon information and belief, USC's conduct toward Plaintiff was motivated in whole or in part by impermissible considerations, including Plaintiff's race.

USC's discriminatory and unequal treatment manifested through shifting explanations, heightened scrutiny, refusal to apply standard procedures, and the retroactive erasure of Plaintiff's academic record.

As a result of this discriminatory conduct, Plaintiff suffered educational, professional, emotional, and reputational harm.

### **Willful and Bad-Faith Conduct**

Plaintiff further alleges that Defendant acted willfully and in bad faith in denying access to enrollment records and transcripts, knowingly causing Plaintiff to suffer educational, professional, financial, and reputational harm. Defendant's conduct was intentional, malicious, and without legitimate justification, and constituted a deliberate attempt to impede Plaintiff's academic and professional progression.

### **Transcript Requests and USC's Representations**

Beginning November 28, 2025, Plaintiff made repeated good-faith attempts to obtain his official transcript through Parchment Transcript Services, including requests on:

November 28, 2025  
December 3, 2025  
January 12, 2026  
January 14, 2026  
January 16, 2026

Initially, prior to on or around January 13, 2026, Plaintiff was informed that transcript requests were on hold due to a debt owed to the University. After January 15, 2026, Plaintiff was informed that the University had no record of his enrollment for Spring 2025. Despite this, USC sent a transcript to the Law School Admission Council ("LSAC") on or around January 13, 2026, following Plaintiff's payment of \$961.00. However, all subsequent transcript requests were canceled or rejected.

Each request was canceled after USC reported that Plaintiff had "no record of enrollment." USC represented that Plaintiff's transcript could be released upon partial payment of his outstanding housing balance.

In reliance on that representation, Plaintiff paid \$961.00. USC initially transmitted an official transcript to LSAC, later retracted it, labeled it an "error," canceled transcript orders, stated it would refund transcript fees, and affirmatively notified LSAC that Plaintiff "never attended" USC.

FE3

USC thereafter conditioned transcript access on Plaintiff's retroactive re-enrollment and payment of nearly \$12,000 in disputed charges.

#### **Impact on LSAT, Applications, and Scholarships**

Plaintiff is actively applying to law schools and scholarships, all of which require disclosure of every institution attended, regardless of credit earned.

**Many law schools and merit-based scholarship programs for the Fall 2026 admissions cycle require receipt of complete and accurate transcripts from all institutions attended by fixed deadlines, including deadlines on or about February 15, 2026. Failure to submit a complete application by these deadlines results in automatic disqualification from consideration.**

**Plaintiff took the LSAT on January 8, 2026, and completed the LSAT argumentative writing portion on January 12, 2026, during the height of USC's refusal to provide an accurate academic record.**

USC's conduct materially interfered with Plaintiff's LSAT preparation by forcing him to divert

significant time, energy, and focus toward resolving transcript issues and preparing this litigation.

The LSAT score is a primary determinant of law school admissions and scholarship eligibility. Higher scores substantially increase the likelihood of merit-based scholarships.

As a direct and proximate result of USC's actions:

Plaintiff's LSAT preparation was impaired;

Plaintiff missed scholarship deadlines requiring complete transcripts;

Plaintiff was prevented from applying for certain scholarships altogether; and

Plaintiff's competitiveness for law school financial aid was diminished.

### **Emotional Distress and Ongoing Harm**

USC's shifting explanations, refusal to provide records, and retroactive erasure of Plaintiff's enrollment caused severe and ongoing emotional distress.

The prolonged uncertainty, repeated denials, and reputational risk of being accused of misrepresentation imposed a substantial emotional and physical toll on Plaintiff at a critical stage of his academic and professional development.

These harms are ongoing, time-sensitive, and cannot be remedied retroactively once admissions and scholarship deadlines pass.

EE

**The harm to Plaintiff's daughter is not merely financial; it is the permanent loss of developmental stability and the irreversible delay of her father's career trajectory during her formative years. No amount of delayed monetary judgment can restore the time lost or the educational opportunities missed if Plaintiff is barred from the 2026 admissions cycle.**

### **IV. CAUSES OF ACTION**

(Declaratory Judgment, Breach of Implied Contract, Promissory Estoppel, Arbitrary and Capricious Agency Action)

### **V. DAMAGES**

As a direct and proximate result of USC's actions, Plaintiff has suffered:

Educational and professional harm;

Loss of scholarship opportunities;

Emotional distress; and

Out-of-pocket financial losses.

Plaintiff seeks compensatory damages in the amount of \$200,000.00.

Plaintiff further seeks refund and immediate use of the \$961.00 payment accepted in connection with transcript access.

### **Additional Damages**

Plaintiff further seeks damages for ongoing emotional distress, reputational harm, and lost educational and professional opportunities, all of which are direct and foreseeable consequences of Defendant's actions.

Plaintiff requests pre-judgment and post-judgment interest on all monetary damages at the maximum rate allowed by South Carolina law, from the date of Defendant's wrongful conduct to the date of full payment.

## **VI. ADDITIONAL RELIEF: PENALTIES, CUMULATIVE JUDGMENT, AND LEGAL FEES**

### **Deadline for Compliance**

Plaintiff requests that the Court order USC to provide all requested records necessary for law school applications, including the \$961.00 payment, unofficial and official transcripts, and any supporting documentation, no later than February 15, 2026.

Plaintiff requests that any Court order remain effective for the entirety of the 2026 law school admissions cycle, ensuring Defendant complies with transcript requests and enrollment verification in a timely manner.

**This deadline is necessary to prevent irreparable harm, as multiple law school admissions priority and some regular deadlines and scholarship deadlines for the Fall 2026 cycle occur on or before February 15, 2026, and missed deadlines cannot be remedied retroactively.**

### **Weekly Penalties for Non-Compliance**

If USC fails to comply with the February 15, 2026 deadline, Plaintiff requests that the Court impose a penalty of \$25,000.00 per week for each week USC does not comply.

### **Cumulative Judgment by August 2026**

If by August 2026, the beginning of most law school fall terms, USC has not complied with the Court's order and Plaintiff has not received at least \$200,000.00 in addition to weekly penalties, Plaintiff requests that the Court award a cumulative judgment of \$1,250,000.00 or the total amount of accrued penalties, whichever is greater.

**Recovery of Legal Fees**

Plaintiff further requests that USC be ordered to pay all of Plaintiff's legal fees and costs incurred in pursuing this action, including filing fees, court costs, and other litigation expenses, as well as any fees incurred in enforcing any Court order related to this action.

**Injunction**

Plaintiff requests that the Court enjoin Defendant from taking any action that would misrepresent Plaintiff's enrollment, academic status, or transcript history to third parties, including law schools, scholarship committees, and federal agencies, both now and during the entirety of the 2026 admissions cycle.

**Explanation of Harm**

Plaintiff has been forced to divert substantial time, energy, and resources to pursuing compliance from USC, materially interfering with preparation for the LSAT, timely submission of law school applications, and applications for merit-based scholarships. The missed deadlines and lost opportunities create irreparable harm that cannot be fully remedied by money alone, and delay in USC's compliance further jeopardizes Plaintiff's ability to matriculate at law school in Fall 2026.



**VII. PENALTY STRUCTURE, PAYMENT, AND PROTECTIVE RELIEF**

**Failure to Answer or Insufficient Answer**

If Defendant fails to file a legally sufficient answer as required by law, Plaintiff requests entry of judgment against Defendant in the amount of \$1,250,000.00.

**Payment Deadline**

The judgment amount shall be paid no later than April 15, 2026, or thirty (30) days after entry of the Court's order, whichever occurs sooner.

Plaintiff requests that in the event of his incapacity or death prior to the satisfaction of judgment, the Court appoint a Guardian ad Litem to oversee the creation of a constructive trust for the benefit of Plaintiff's minor daughter, ensuring that the judgment proceeds are insulated from Defendant's potential probate challenges.

To ensure compliance and the availability of funds for the benefit of Plaintiff and his dependent daughter, Plaintiff requests the Court order Defendant to post a supersedeas bond or deposit the disputed compensatory amount into an interest-bearing escrow account maintained by the Clerk of Court pending final adjudication

**Post-Judgment Consequences for Nonpayment**

If the judgment amount is not timely paid, Defendant shall be subject to a weekly monetary

penalty of Twenty-Five Thousand Dollars (\$25,000.00) per week, or interest at the applicable South Carolina statutory rate, whichever is greater, accruing until payment is made in full.

**Irreparable Harm to Plaintiff's Daughter**

Defendant's conduct threatens Plaintiff's ability to obtain legal training and employment necessary to protect and provide for his daughter, creating ongoing and irreparable harm to her stability, security, and future opportunities.

**Protective Distribution for Plaintiff's Daughter**

If Plaintiff becomes neurologically incapable of managing his financial affairs, or if payment is otherwise not made directly to Plaintiff, all sums paid pursuant to judgment or penalty shall be distributed for the sole benefit of Plaintiff's daughter and placed into a trust to be held until she reaches eighteen (18) years of age.

**Law School Deadline at Risk**

Defendant's actions place Plaintiff at risk of missing a critical admissions deadline for one of Plaintiff's top law school choices on February 15, 2026, resulting in irreparable harm that cannot be cured by monetary damages alone.

**VIII. RELIEF REQUESTED**

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. Issue declaratory relief as requested herein;
- B. Enter preliminary and permanent injunctive relief consistent with Plaintiff's TRO motion; Plaintiff seeks a permanent mandatory injunction requiring Defendant to correct its internal database (Banner/Registrar systems) to permanently reflect Plaintiff's enrollment and attendance for the Spring 2025 semester, ensuring that all future automated verifications (such as Parchment) are accurate and consistent with the Court's findings.
- C. Plaintiff requests that the Court require Defendant to issue a formal 'Letter of Correction' to the Law School Admission Council (LSAC) and any other third party to whom Defendant previously provided false or 'erroneous' information regarding Plaintiff's attendance, with a copy filed with this Court as proof of compliance.
- D. Enjoin USC from misrepresenting Plaintiff's enrollment status to third parties;
- E. Order USC to prepare and release accurate academic records and transcripts immediately;
- F. Award Plaintiff \$200,000.00 in compensatory damages;
- G. Order repayment of \$961.00; To ensure compliance and the availability of funds for the benefit of Plaintiff and his dependent daughter, Plaintiff requests the Court order Defendant to post a supersedeas bond or deposit the disputed compensatory amount into an interest-bearing escrow account maintained by the Clerk of Court pending final adjudication.
- H. Impose weekly penalties and cumulative judgment as outlined in Section VI, VII and VIII;
- I. Award all legal fees and costs incurred by Plaintiff in this action; and
- J. Award such other relief as the Court deems just and proper.

**IX. JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

**X. VERIFICATION**

I, Ubong Christopher Ubokudom, being first duly sworn, depose and state as follows:  
I am the Plaintiff in the foregoing action. I have read the foregoing Complaint and know the contents thereof. The facts stated in the Complaint are true and correct to the best of my knowledge, information, and belief.

This Verification is made under penalty of perjury pursuant to the laws of the State of South Carolina.

Executed this 6th day of February, 2026, in Columbia, South Carolina.

**PLAINTIFF'S SIGNATURE:**

[Handwritten Signature]

Ubong Christopher Ubokudom  
Plaintiff, Pro Se



**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

Sworn to and subscribed before me this 6th day of FEBRUARY, 2026, by Ubong Christopher Ubokudom, who is personally known to me or who has produced satisfactory identification.

NOTARY PUBLIC SIGNATURE:  
Notary Public for South Carolina

[Handwritten Signature]  
03/26/35

State of South Carolina  
County of Richland

On this 06 day of FEBRUARY, 2026, before me personally appeared Ubong Christopher Ubokudom who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

[Handwritten Signature]  
Document Holder's Signature



**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**F**

**PLAINTIFF'S SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR THE JUDICIAL CIRCUIT COUNTY OF RICHLAND

Ubong Christopher Ubokudom, *Plaintiff*,

v.

University of South Carolina, *Defendant*.

Case No.: 2026CP4000645

FILED  
RICHLAND COUNTY  
2026 FEB -9 PM 2:44  
JANETTE W. MORRIS  
C.C.P. G.S. & E.O.

**PLAINTIFF'S SUPPLEMENTAL AFFIDAVIT IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

I, Ubong Christopher Ubokudom, being duly sworn, hereby depose and state as follows:

1. I am the Plaintiff in this action. I submit this Supplemental Affidavit to provide the Court with evidence of Defendant University of South Carolina's (USC) contradictory and bad-faith administrative actions.

**Admission of Enrollment via "Re-Enrollment" Demand (Exhibit D)** 2. After accepting my \$961.00 payment and subsequently informing third parties that I "never attended" the University, USC officials informed me that to receive my transcript, I must re-enroll for the Spring 2025 semester to retroactively apply "W" (Withdrawal) grades to my record. 3. Attached as Exhibit D is the documentation/instruction provided by USC regarding this re-enrollment demand. 4. This demand is a clear **Admission by Conduct**. It is legally impossible for a student to "re-enroll" or "withdraw" from classes at an institution they never attended. 5. By demanding I re-enroll, USC acknowledges that an academic and enrollment history for Spring 2025 exists, despite their affirmative reports to the Law School Admission Council (LSAC) that I have "no record of enrollment".

**Bad Faith and Contractual Breach** 6. USC represented that my transcript would be released upon payment of \$961.00. I performed my end of this agreement by paying the requested amount. 7. USC initially fulfilled its obligation by transmitting an official transcript to LSAC on January 13, 2026, but then retracted it, labeling it an "error". 8. The University's current attempt to coerce me into a "re-enrollment" process to obtain records I have already paid for constitutes arbitrary and capricious agency action and bad faith.



**Urgency of Relief** 9. Multiple law school and scholarship deadlines occur on or before February 15, 2026. These deadlines require complete transcripts from all institutions attended, regardless of credit earned. 10. If USC is not compelled to correct its records immediately, I will be automatically disqualified from the 2026 admissions cycle, causing irreparable harm.

**Irreparable Harm and Impact on Dependents** 11. The University's continued refusal to provide an accurate record is causing irreparable harm not only to my career but to my minor daughter. As stated in my Amended Complaint, the delay in my legal education causes a permanent loss of developmental stability for her during her formative years. No future monetary judgment can restore this lost time or the educational opportunities that will be missed if I am barred from the 2026 admissions cycle."

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4<sup>th</sup> day of February, 2026, in Columbia, South Carolina.

**AFFIANT'S SIGNATURE**

Ubong Christopher Ubokudom  
Plaintiff, Pro Se

Printed Name: Ubong Ubokudom

**STATE OF SOUTH CAROLINA**

**COUNTY OF RICHLAND**

Sworn to and subscribed before me this 9<sup>th</sup> day of February, 2026, by **Ubong Christopher Ubokudom**, who is personally known to me or who has produced satisfactory identification.

Notary Public for South Carolina

Printed Name: Hannah Chapman  
My Commission Expires: 03/20/35

(Notarial Seal)



State of South Carolina  
County of Richland

On this 9<sup>th</sup> day of February, 2026, before me personally appeared Ubong Ubokudom who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

Document Preparer's Signature

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY

Ubong Christopher Ubokudom, *Plaintiff*,

v.

University of South Carolina, *Defendant*.

Case No.: 2026CP4000645

**[PROPOSED] AMENDED ORDER GRANTING TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

This matter comes before the Court on Plaintiff Ubong Christopher Ubokudom's Motion for Temporary Restraining Order pursuant to Rule 65, SCRPC. Upon review of the Motion, the verified pleadings, certifications, and supporting materials, and finding good cause shown, the Court makes the following findings and orders:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Plaintiff has demonstrated a likelihood of success on the merits, including claims arising from Defendant's inconsistent representations regarding Plaintiff's enrollment status and refusal to provide an accurate academic or enrollment record.
2. Plaintiff faces immediate and irreparable harm absent emergency relief, including:
  - a. Interference with time-sensitive law school applications and scholarship opportunities;
  - b. Reputational harm in the law school admissions process;
  - c. Loss of educational and professional opportunities that cannot be remedied retroactively; and
  - d. Emotional distress associated with uncertainty and reputational risk.
  - e. **The delay in Plaintiff's legal education directly impairs his ability to provide specialized legal advocacy for his minor child, who is the subject of pending litigation in this State. The Court finds that the time-sensitive nature of protecting a minor's legal interests constitutes a unique and irreparable harm that cannot be compensated by future monetary damages.**
3. These harms cannot be adequately remedied by monetary damages alone, particularly once admissions and scholarship deadlines pass.

4. The balance of equities strongly favors Plaintiff. The relief requested requires Defendant only to preserve accuracy in its records and communications and imposes minimal burden on Defendant.
5. The requested relief serves the public interest, including transparency, fair treatment by public institutions, and accurate academic recordkeeping by a public university.
6. Plaintiff has satisfied the requirements of Rule 65(b), SCRPC, for issuance of a Temporary Restraining Order without notice, or with such notice as has been practicable under the circumstances.
7. Because the relief granted merely preserves the status quo and poses no financial risk to Defendant, the Court finds that no bond, or only a nominal bond, is appropriate, and the bond requirement is hereby waived.

**IT IS THEREFORE ORDERED:**

**1. Temporary Restraining Order and Preliminary Injunction Granted.** Defendant University of South Carolina, including its officers, employees, agents, and all persons acting in concert with it, is hereby TEMPORARILY RESTRAINED AND ENJOINED from:

a. Representing to the Law School Admission Council (LSAC) or to any third party that Plaintiff "never attended" the University of South Carolina; and

b. Conditioning Plaintiff's access to an academic transcript, enrollment verification, or other education record on re-enrollment or payment of disputed charges.

**2. Affirmative Relief and Mandatory Letter of Correction.** Defendant shall, within twenty-four (24) hours of the entry of this Order:

a. **Prepare and release to the LSAC an OFFICIAL academic transcript** or enrollment verification reflecting Plaintiff's Spring 2025 enrollment and subsequent Withdrawal status;

b. **Transmit a Formal Letter of Correction to the LSAC** and any third party previously notified of "No Record." This letter shall affirmatively state that the previous report of "No Record" was an administrative error and that Plaintiff was a formally admitted and enrolled student for the Spring 2025 semester; and

c. Refrain from canceling or rejecting Plaintiff's transcript or enrollment record requests based on Defendant's assertion that Plaintiff has "no record of enrollment."

**3. Preservation of Records.** Defendant is ORDERED to preserve, without alteration or deletion, all electronic and paper records relating to Plaintiff's admission, enrollment, coursework, housing, financial accounts, transcript requests, communications, and any representations made to third parties.

**4. Service of Order.** Service of a copy of this Order upon the University of South Carolina Office of General Counsel or the University Registrar via electronic mail or hand-delivery shall be deemed sufficient and immediate service upon the Defendant.

**5. Duration of TRO.** This Temporary Restraining Order shall remain in effect for fourteen (14) days from the date of entry, unless extended by the Court or dissolved earlier.

**6. Restitution of Transcript-Related Payment.** Defendant is hereby ORDERED to return to Plaintiff the \$961.00 payment accepted in connection with transcript access, as Defendant accepted said funds but subsequently refused to provide the service for which the payment was demanded. **This refund shall be issued in the form of a check or electronic transfer payable directly to the Plaintiff within seven (7) days of the entry of this Order.** This refund is ordered as restitution for a breached agreement and shall not be applied by the Defendant as a "credit" toward any other disputed balances or administrative holds during the pendency of this litigation.

**7. No Adjudication on Damages.** Nothing in this Order adjudicates Plaintiff's claims for monetary damages, which are expressly preserved.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_, 2026 Columbia, South Carolina

\_\_\_\_\_  
**Judge of the Court of Common Pleas**

Handwritten initials 'EFS' in green ink, possibly representing the court clerk or judge.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY

Ubong Christopher Ubokudom, Plaintiff,

v.

University of South Carolina, Defendant.

CASE NO.: 2026CP4000645

RICHLAND COUNTY  
FILED  
2026 FEB 11 PM 1:11  
JEANETTE W. McBRIDE  
C.C.P., G.S., & F.C.

SUPPLEMENTAL AFFIDAVIT OF SERVICE

EFH

I, Ubong Christopher Ubokudom, being duly sworn, depose and say:

1. I am the Plaintiff in the above-entitled action, appearing *pro se*.
2. On **February 11, 2026**, I provided supplemental service of the Summons, First Amended Complaint, and all pending motions to the Defendant's legal representative, the Office of the Attorney General of South Carolina, via the following methods:
  - o **ELECTRONIC MAIL:** Sent at **10:26 AM** to **agwilson@scag.gov** and **esmith@scag.gov**.
  - o **USPS PRIORITY MAIL EXPRESS:** Dispatched from the 1601 Assembly St., Columbia, SC location (Tracking No. **9581 7103 2373 6042 7409 85**) for guaranteed delivery on February 12, 2026.
3. This supplemental service was performed to ensure actual notice following a USPS logistical error where the original February 7, 2026 mailing (Tracking No. 9589 0710 5270 3693 5690 66) was misrouted to Amarillo, Texas.
4. Redacted receipts for the Priority Mail Express and a copy of the sent email confirmation are attached to the accompanying **Notice of Supplemental Service** filed herewith.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11<sup>th</sup> day of February, 2026, in Columbia, South Carolina.

PLAINTIFF'S SIGNATURE:

[Handwritten Signature]

**Ubong Christopher Ubokudom**  
Plaintiff, Pro Se

Printed Name: Ubong Ubokudom

STATE OF SOUTH CAROLINA

EF5

COUNTY OF RICHLAND

Sworn to and subscribed before me this 11 day of February, 2026, by **Ubong Christopher Ubokudom**, who is personally known to me or who has produced satisfactory identification.

NOTARY PUBLIC SIGNATURE:

[Handwritten Signature]

Notary Public for South Carolina

Printed Name: Landon Horton

My Commission Expires: 6/15/35

(Notarial Seal)

LANDON HORTON  
Notary Public-State of South Carolina  
My Commission Expires  
June 15, 2035

State of South Carolina  
County of Richland

On this 11 day of February, 2026 before me personally appeared Ubong Ubokudom, who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument and he/she acknowledged that he/she executed the foregoing instrument by his/her signature here.

[Handwritten Signature]  
Document Holder's Signature



STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY

Ubong Christopher Ubokudom, Plaintiff,

v.

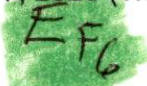
University of South Carolina, Defendant.

CASE NO.: 2026CP4000645

RICHLAND COUNTY  
FILED  
2026 FEB 11 PM 1:11  
JEANETTE W. MCGRIFF  
C.C.P. O.S. & F.C.

**NOTICE OF SUPPLEMENTAL SERVICE VIA ELECTRONIC MAIL AND PRIORITY MAIL EXPRESS**

**TO: THE DEFENDANT AND THE OFFICE OF THE ATTORNEY GENERAL OF SOUTH CAROLINA**

**PLEASE TAKE NOTICE** that Plaintiff has performed supplemental service of the Summons, First Amended Complaint, and all pending motions in this matter. This action is taken following a United States Postal Service (USPS) logistical error, wherein the service dispatched to the Office of the Attorney General on February 7, 2026 (Tracking No. 9589 0710 5270 3693 5690 66), was misrouted to Amarillo, Texas. 

Plaintiff further provides notice that the **President of the University of South Carolina** was successfully served with these documents on **February 9, 2026, at 8:00 AM** at ZIP code 29208, as confirmed by USPS Tracking No. 9589 0710 5270 3693 5690 73.

To ensure the University's legal counsel has immediate and actual possession of all pleadings, Plaintiff has performed the following supplemental actions:

1. **Electronic Service:** On **February 11, 2026, at 10:26 AM**, electronic copies were emailed to the Office of the Attorney General at **agwilson@scag.gov** and **esmith@scag.gov**.
2. **Overnight Delivery:** On **February 11, 2026**, a duplicate set of the Summons and First Amended Complaint was dispatched via **USPS Priority Mail Express** (Tracking No. **9581 7103 2373 6042 7409 85**) for guaranteed delivery on February 12, 2026.

Plaintiff maintains that service was perfected upon the Defendant on February 9, 2026. This supplemental service to the Attorney General is provided as a courtesy to mitigate the USPS error.

I declare under penalty of perjury that the foregoing is true and correct.

**Respectfully,**

---



Dated: 2/11/26

---

**Ubong Christopher Ubokudom**

P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**





COLUMBIA SC S&DC  
1601 ASSEMBLY ST  
COLUMBIA, SC 29201-9958  
www.usps.com

11/2026 11:11 AM

TRACKING NUMBERS

9581 7103 2373 6042 7409 85

TRACK STATUS OF ITEMS WITH THIS CODE  
(UP TO 25 ITEMS)



Exhibit D

EF8

TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)  
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>  
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
Express Flat Rate Env Columbia, SC 29201 Flat Rate Signature Requested Scheduled Delivery Date Thu 02/12/2026 06:00 PM Money Back Guarantee Tracking #: 9581 7103 2373 6042 7409 85 Insurance Up to \$100.00 included	1		<del>12.25</del>
Total			<del>12.25</del>



Chris Ubokudom <cubok1@gmail.com>

**SERVICE OF COURT DOCUMENTS [Ubong Christopher Ubokudom vs. University of South Carolina / 2026CP4000645] [Richland County]**

2 messages

Chris Ubokudom <cubok1@gmail.com>  
To: eService@sao20.org, agwilson@scag.gov, esmith@scag.gov

Wed, Feb 11, 2026 at 10:26 AM

**STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY**

Ubong Christopher Ubokudom, Plaintiff,

v.

University of South Carolina, Defendant.

CASE NO.: 2026CP4000645

*Exhibit C<sub>1</sub>*

**NOTICE OF SUPPLEMENTAL SERVICE VIA ELECTRONIC MAIL**

TO: THE DEFENDANT AND THE OFFICE OF THE ATTORNEY GENERAL OF SOUTH CAROLINA

PLEASE TAKE NOTICE A United States Postal Service (USPS) delivery error—specifically the misrouting of legal process to Amarillo, Texas, as reflected in the attached USPS tracking report (Tracking No. 9589 0710 5270 3693 5690 66)—Plaintiff has provided a full and complete electronic copy of the following documents to the Office of the Attorney General via email on February 11, 2026:

*EF9*

1. Summons (Newly Issued)
2. First Amended Complaint
3. Request for Status Conference
4. Plaintiff's Supplemental Affidavit in Support of TRO/Preliminary Injunction
5. Exhibit D (Registration Exception Form)
6. Amended Proposed Order
7. Exhibits A, B, C
8. USPS error message attached
9. Original Complaint
10. TRO and Preliminary Injunction motion
11. Emergency motion for expedited consideration
12. Rule 65 B notice
13. Request for public docketing notice
14. Affidavit

This electronic service is intended to provide immediate notice and mitigate the "inconvenience" and delay caused by the postal misrouting. Plaintiff maintains that the clock for responsive pleadings should be considered in light of this actual notice. Plaintiff will further supplement the record with the final USPS Physical Return Receipt once the misrouted mail reaches its destination in Columbia, SC.

To ensure your office has immediate access to these pleadings and to prevent any delay in the proceedings, I am sending a duplicate copy of the Summons and First Amended Complaint via overnight delivery today, scheduled to arrive at your office tomorrow, February 12, 2026.

Please note that these are duplicates of the documents originally dispatched on February 7, 2026. I am also sending duplicate copies of supporting information that was sent before February 7th, 2026 with the original complaint served by the Richland County Sheriff department, some of these copies were not time-stamped by the clerk. However, the copies served via the Richland County Sheriff's department were time stamped by the clerk. This supplemental mailing is provided as a courtesy to mitigate the logistical error by the USPS and to ensure your office has the full notice required to respond.

Please acknowledge receipt of this email and the attached documents.

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

Dated: February 11, 2026

Ubong Christopher Ubokudom P.O. Box 1594 Columbia, SC 29202 Pro Se Plaintiff

Ubong Christopher Ubokudom

**5 attachments**

- Verified supplemental Affidavit for TRO USC\_0001.pdf 770K
- Stamped Request for status conference\_0001.pdf 874K
- USC-delivery error USPS.com@ - USPS Tracking@ Results.pdf 184K
- Exhibits USC Final\_0001.pdf 14158K
- Verified original Complaint, TRO, Emergency motion, Affidavit, Rule 65 B notice, without supporting documents.pdf 9111K

Chris Ubokudom <cubok1@gmail.com>  
To: eService@sao20.org, agwilson@scag.gov, esmith@scag.gov

Wed, Feb 11, 2026 at 10:29 AM

On Wed, Feb 11, 2026 at 10:26 AM Chris Ubokudom <cubok1@gmail.com> wrote:  
**STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY**

Ubong Christopher Ubokudom, Plaintiff,

v.

University of South Carolina, Defendant.

CASE NO.: 2026CP4000645

**NOTICE OF SUPPLEMENTAL SERVICE VIA ELECTRONIC MAIL**

**TO: THE DEFENDANT AND THE OFFICE OF THE ATTORNEY GENERAL OF SOUTH CAROLINA**

**PLEASE TAKE NOTICE** A United States Postal Service (USPS) delivery error—specifically the misrouting of legal process to Amarillo, Texas, as reflected in the attached USPS tracking report (Tracking No. 9589 0710 5270 3693 5690 66)—Plaintiff has provided a full and complete electronic copy of the following documents to the Office of the Attorney General via email on **February 11, 2026**:

1. **Summons (Newly Issued)**
2. **First Amended Complaint**
3. **Request for Status Conference**
4. **Plaintiff's Supplemental Affidavit in Support of TRO/Preliminary Injunction**
5. **Exhibit D (Registration Exception Form)**
6. **Amended Proposed Order**
7. **Exhibits A, B, C**
8. **USPS error message attached**
9. **Original Complaint**
10. **TRO and Preliminary Injunction motion**
11. **Emergency motion for expedited consideration**
12. **Rule 65 B notice**
13. **Request for public docketing notice**
14. **Affidavit**

*Exhibit C2*

*EF 10*

This electronic service is intended to provide immediate notice and mitigate the "inconvenience" and delay caused by the postal misrouting. Plaintiff maintains that the clock for responsive pleadings should be considered in light of this actual notice. Plaintiff will further supplement the record with the final USPS Physical Return Receipt once the misrouted mail reaches its destination in Columbia, SC.

To ensure your office has immediate access to these pleadings and to prevent any delay in the proceedings, I am sending a duplicate copy of the **Summons and First Amended Complaint via overnight delivery today, scheduled to arrive at your office tomorrow, February 12, 2026.**

Please note that these are duplicates of the documents originally dispatched on February 7, 2026. I am also sending duplicate copies of supporting information that was sent before February 7th, 2026 with the original complaint served by the Richland County Sheriff department, some of these copies were not time-stamped by the clerk. However, the copies served via the Richland County Sheriff's department were time stamped by the clerk. This supplemental mailing is provided as a courtesy to mitigate the logistical error by the USPS and to ensure your office has the full notice required to respond.

Please acknowledge receipt of this email and the attached documents.

I declare under penalty of perjury that the foregoing is true and correct.

**Respectfully submitted,**




**Dated:** February 11, 2026

**Ubong Christopher Ubokudom** P.O. Box 1594 Columbia, SC 29202 *Pro Se Plaintiff*

Ubong Christopher Ubokudom

Ubong Christopher Ubokudom

**3 attachments**

-  **Exhibit D for TRO-USC\_0001.pdf**  
544K
-  **Filed and stamped Amended Complaint -USC\_0001.pdf**  
3269K
-  **Filed Amended Proposed Order-USC - Google Docs.pdf**  
81K

ALERT: SEVERE WEATHER CONDITIONS ACROSS THE U.S. MAY DELAY PROCESSING, TRANS...

# USPS Tracking®

FAQs >

*Exhibit B*

Tracking Number:

## 9589071052703693569066

Remove X

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item arrived at our USPS facility in AMARILLO TX DISTRIBUTION CENTER on February 11, 2026 at 2:24 am. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

### Moving Through Network

Arrived at USPS Regional Facility

AMARILLO TX DISTRIBUTION CENTER  
February 11, 2026, 2:24 am

In Transit to Next Facility

February 10, 2026

Arrived at USPS Regional Facility

COLUMBIA SC PROCESSING CENTER  
February 8, 2026, 9:38 am

Arrived at USPS Regional Facility

COLUMBIA SC PROCESSING CENTER  
February 8, 2026, 9:38 am

Departed Post Office

WEST COLUMBIA, SC 29169  
February 7, 2026, 3:53 pm

Feedback  
*EF 11*

USPS in possession of item

WEST COLUMBIA, SC 29169  
February 7, 2026, 10:37 am

Hide Tracking History

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

### Text & Email Updates

Select what types of updates you'd like to receive and how. Send me a notification for:

- | Text                     | Email   |
|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> All Below Updates            |
| <input type="checkbox"/> | <input type="checkbox"/> Expected Delivery Updates ⓘ  |
| <input type="checkbox"/> | <input type="checkbox"/> Day of Delivery Updates ⓘ    |
| <input type="checkbox"/> | <input type="checkbox"/> Package Delivered ⓘ          |
| <input type="checkbox"/> | <input type="checkbox"/> Available for Pickup ⓘ       |
| <input type="checkbox"/> | <input type="checkbox"/> Delivery Exception Updates ⓘ |
| <input type="checkbox"/> | <input type="checkbox"/> Package In-Transit Updates ⓘ |

### Return Receipt Electronic

To request a Return Receipt Electronic with full details including a delivery address, **sign in to your USPS.com® account.** >

For a Return Receipt Electronic without a delivery address, provide your name and email address below.



February 10, 2026

Dear Ubong Ubokudom:

*Exhibit A*

The following is in response to your request for proof of delivery on your item with the tracking number:  
**9589 0710 5270 3693 5690 73.**

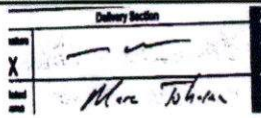

**Item Details**

**Status:** Delivered to Agent, Picked up at USPS  
**Status Date / Time:** February 9, 2026, 8:00 am  
**Location:** COLUMBIA, SC 29208  
**Postal Product:** Priority Mail®  
**Extra Services:** Certified Mail Restricted Delivery  
Return Receipt Electronic  
Up to \$100 insurance included  
**Recipient Name:** *FF* PRESIDENT OF U. SOUTH CAROLINA

**Shipment Details**

**Weight:** 6.0oz

**Recipient Signature**

Signature of Recipient: (Authorized Agent)	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,  
United States Postal Service®  
475 L'Enfant Plaza SW  
Washington, D.C. 20260-0004

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**G**

STATE OF SOUTH CAROLINA  
COUNTY OF Richland  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4000645

Ubong Christopher Ubokudom et al  
PLAINTIFF(S)

University Of South Carolina  
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX)**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court.

The emergency Motion for Temporary Restraining Order is DENIED per Rule 65 (No temporary restraining order shall be granted without notice of motion for the order to the adverse party unless it clearly appears from specific facts shown by affidavit or by a verified complaint that immediate and irreparable injury, loss or damage will result to the applicant before notice can be served and a hearing had thereon.). The Motion for Temporary Injunction will remain as scheduled. If a more formal order is necessary for the Plaintiff to appeal, then the Defendant shall provide one in accordance with Rule 5(b)(3).

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/13/2026.

Ubong Ubokudom  
Ubong Christopher Ubokudom for Ubong Christopher Ubokudom  
Ubong Christopher Ubokudom for Ubong Christopher Ubokudom

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ELECTRONICALLY FILED - 2026 Feb 13 8:49 AM - RICHLAND - COMMON PLEAS - CASE#2026CP4000645

FILED

ELECTRONICALLY FILED - 2026 Feb 13 8:49 AM - RICHLAND - COMMON PLEAS - CASE#2026CP4000645



Richland Common Pleas

**Case Caption:** Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina  
**Case Number:** 2026CP4000645  
**Type:** Order/Electronic Form 4

So Ordered

s/ Daniel Coble, 2774

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FG 2

**Certificate of Electronic Notification**

Recipients
Jacob Billoft - Notification transmitted on 02-13-2026 08:49:23 AM.

FG3

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**\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]**

A filing has been submitted to the court RE: 2026CP4000645

Official File Stamp: 02-13-2026 08:49:14 AM

Court: CIRCUIT COURT  
Common Pleas  
Richland

Case Caption: Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina

Document(s) Submitted: Order/Electronic Form 4/The emergency Motion for Temporary R Order/Electronic Form 4/The emergency Motion for Temporary Restraining Order is DENIED per Rule 65 (No temporary restraining order shall be granted without notice of motion for the orde...

Filed by or on behalf of: Daniel Coble

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Jacob Alan Billoft for University Of South Carolina

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

- Ubong Ubokudom
- Ubong Christopher Ubokudom for Ubong Christopher Ubokudom
- Ubong Christopher Ubokudom for Ubong Christopher Ubokudom

ELECTRONICALLY FILED - 2026 Feb 13 8:49 AM - RICHLAND - COMMON PLEAS - CASE#2026CP4000645



# Richland County Fifth Judicial Circuit Court Rosters



Summary Court Dockets South Carolina Judicial Department Home Page Return To Roster Selection

Court Agency	40002	Judge	Coble	Roster Description	MOTIONS ROSTER MAY 4, 2026 COURTROOM 2-C
Roster Type	Motions Non Jury Roster	Roster Begin Date	05/04/2026	Roster End Date	05/04/2026
Roster Id	2564	Roster Begin Time	9:30 AM		

Attorney Bar Number Case # Filed From Filed Thru

#	Scheduled Date	Start Time	Duration Hrs:Mins	Description	Filing Party	Filed Date	Case / Case Caption	Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
2	05/04/2026	9:30 AM		Motion To Expedite Consideration	Ubong Christopher Ubokudom-PLT	02/03/2026	2026CP4000645 Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina	Breach of Cont 140	Ubong Christopher Ubokudom	Jacob Alan Biltoft	
3	05/04/2026	9:30 AM		Motion/Temporary Injunction	Ubong Christopher Ubokudom-PLT	02/03/2026	2026CP4000645 Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina	Breach of Cont 140	Ubong Christopher Ubokudom	Jacob Alan Biltoft	
4											
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EG 4

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**INDEX OF EXHIBITS**

**Ubong Christopher Ubokudom, | Petitioner,**

**| v. |**

**The Honorable Daniel Coble, | Respondent, | and**

**| University of South Carolina, | Real Party in Interest. |**

**CASE NO.: [To be assigned]**

**EXHIBIT**

**H**

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS FOR RICHLAND COUNTY

Ubong Christopher Ubokudom, *Plaintiff*,

v.

University of South Carolina, *Defendant*.

Case No.: 2026CP4000645

RICHLAND COUNTY  
FILED  
2026 FEB 13 PM 12:06  
CLERK OF COURT  
JENNIFER M. McBRIDE  
COURT REPORTER

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# PLAINTIFF'S RENEWED EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER

Plaintiff, Ubong Christopher Ubokudom, respectfully renews his Emergency Motion for Temporary Restraining Order pursuant to Rule 65 of the Federal Rules of Civil Procedure, and states as follows:



---

## 1. Background

1. Plaintiff filed an Emergency Motion for Temporary Restraining Order.
  2. The Court denied the motion on the ground that notice had not been sufficiently demonstrated to the adverse party.
  3. Plaintiff now respectfully renews his request, as notice has since been effected and documented in the record.
-

## 2. Notice Has Now Been Effectuated

4. On February 9, 2026, Defendant's President was successfully served via USPS Priority Mail Express at 8:00 a.m., as reflected in the Proof of Delivery.
5. On February 11, 2026 at 10:26 a.m., Plaintiff provided electronic notice of the TRO motion to the Office of the Attorney General, counsel for Defendant.
6. On February 11, 2026 at 1:11 p.m., Plaintiff filed a Supplemental Affidavit of Service documenting the above service and correcting a prior mailing error by USPS.

To the extent the Court denied the prior motion based on lack of notice, Plaintiff respectfully submits that notice has now been effectuated as reflected in the Supplemental Affidavit of Service filed February 11, 2026 and affidavit of service on 2/13/26.

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## 3. Immediate and Irreparable Harm

7. Plaintiff faces immediate and irreparable harm absent Court intervention, as the matter becomes effectively moot after February 15, 2026.
8. Without a Temporary Restraining Order, Plaintiff will suffer harm that cannot be remedied by monetary damages alone.
9. Plaintiff is pursuing legal education with the intent of obtaining admission to the South Carolina Bar and representing his daughter in her pending state court matter.

The University's impending action, scheduled to take effect on or before February 15, 2026, threatens Plaintiff's ability to continue his legal education and pursue admission to the bar.

Interruption or termination of Plaintiff's enrollment will:

- Disrupt his educational trajectory;
- Cause delay in completion of legal training;
- Impair his professional pathway toward licensure;
- Undermine his ability to advocate for his daughter in her pending legal matter.

The harm is immediate and cannot be fully remedied by monetary damages. Loss of academic standing, interruption of professional progression, and reputational injury within a professional degree program carry long-term consequences.

10. Temporary injunctive relief is necessary to preserve the status quo pending a full hearing on the merits.

---

## 4. Legal Standard

Under Rule 65 of the Federal Rules of Civil Procedure, a Temporary Restraining Order may issue where:

- The movant is likely to succeed on the merits;
- The movant is likely to suffer irreparable harm absent relief;
- The balance of equities tips in the movant's favor; and
- An injunction is in the public interest.

EH3

Plaintiff incorporates by reference the arguments set forth in his original Emergency Motion.

---

## 5. Request for Immediate Hearing

Given the February 15, 2026 deadline, Plaintiff respectfully requests that the Court set an immediate hearing on this renewed motion or grant temporary relief to preserve the status quo pending hearing.

---


## WHEREFORE

Plaintiff respectfully requests that this Court:

1. Grant a Temporary Restraining Order and Preliminary injunction;

2. Set an expedited hearing prior to February 15, 2026; and
3. Grant such other relief as the Court deems just and proper.
4. The balance of equities strongly favors Plaintiff. The relief requested requires Defendant only to preserve accuracy in its records and communications and imposes minimal burden on Defendant.
5. The requested relief serves the public interest, including transparency, fair treatment by public institutions, and accurate academic recordkeeping by a public university.
6. Plaintiff has satisfied the requirements of Rule 65(b), SCRPC, for issuance of a Temporary Restraining Order without notice, or with such notice as has been practicable under the circumstances.
7. Because the relief granted merely preserves the status quo and poses no financial risk to Defendant, the Court finds that no bond, or only a nominal bond, is appropriate, and the bond requirement is hereby waived.

**Plaintiff respectfully requests that this Court, Grant the following order:**

1. **Temporary Restraining Order and Preliminary Injunction ordered.** Defendant University of South Carolina, including its officers, employees, agents, and all persons acting in concert with it, is hereby TEMPORARILY RESTRAINED AND ENJOINED from:
  - a. Representing to the Law School Admission Council (LSAC) or to any third party that Plaintiff "never attended" the University of South Carolina; and
  - b. Conditioning Plaintiff's access to an academic transcript, enrollment verification, or other education record on re-enrollment or payment of disputed charges.
2. **Affirmative Relief and Mandatory Letter of Correction.** Defendant shall, within twenty-four (24) hours of the entry of this Order: 
  - a. **Prepare and release to the LSAC an OFFICIAL academic transcript** or enrollment verification reflecting Plaintiff's Spring 2025 enrollment and subsequent Withdrawal status;
  - b. **Transmit a Formal Letter of Correction to the LSAC** and any third party previously notified of "No Record." This letter shall affirmatively state that the previous report of "No Record" was an administrative error and that Plaintiff was a formally admitted and enrolled student for the Spring 2025 semester; and
  - c. Refrain from canceling or rejecting Plaintiff's transcript or enrollment record requests based on Defendant's assertion that Plaintiff has "no record of enrollment."
3. **Preservation of Records.** Defendant is ORDERED to preserve, without alteration or deletion, all electronic and paper records relating to Plaintiff's admission, enrollment, coursework, housing, financial accounts, transcript requests, communications, and any representations made to third parties.

**4. Service of Order.** Service of a copy of this Order upon the University of South Carolina Office of General Counsel or the University Registrar via electronic mail or hand-delivery shall be deemed sufficient and immediate service upon the Defendant.

**5. Duration of TRO.** This Temporary Restraining Order shall remain in effect for fourteen (14) days from the date of entry, unless extended by the Court or dissolved earlier.

**6. Restitution of Transcript-Related Payment.** Defendant is hereby ORDERED to return to Plaintiff the \$961.00 payment accepted in connection with transcript access, as Defendant accepted said funds but subsequently refused to provide the service for which the payment was demanded. **This refund shall be issued in the form of a check or electronic transfer payable directly to the Plaintiff within seven (7) days of the entry of this Order.** This refund is ordered as restitution for a breached agreement and shall not be applied by the Defendant as a "credit" toward any other disputed balances or administrative holds during the pendency of this litigation.

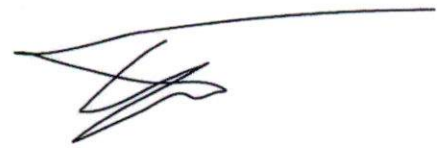
**7. No Adjudication on Damages.** Nothing in this Order adjudicates Plaintiff's claims for monetary damages, which are expressly preserved.

EHS

**VERIFICATION**

I, **Ubong Christopher Ubokudom**, declare under penalty of perjury under the laws of the State of **South Carolina** (and the United States of America) that I am the **[Plaintiff]** in the above-captioned matter, that I have read the foregoing Motion and know the contents thereof, and that the facts stated therein are true and correct to the best of my knowledge, information, and belief.

**Respectfully,**



Dated: 2/13/26

**Ubong Christopher Ubokudom**  
P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**

**[PROPOSED] ORDER FOR EMERGENCY WRIT AND INJUNCTIVE RELIEF**

**STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS**

**Ubong Christopher Ubokudom, Petitioner,**

**v. The Honorable Daniel Coble, Respondent,**

**University of South Carolina, Real Party in Interest.**

**CASE NO.:** \_\_\_\_\_

**ORDER**

**UPON consideration of the Petitioner's Emergency Petition for Writ of Mandamus and Injunctive Relief, and it appearing that immediate and irreparable harm will result due to the University of South Carolina's reporting deadlines and the Trial Court's scheduling of an emergency matter nearly 80 days after the stated injury:**

**IT IS HEREBY ORDERED:**

**1. This court GRANTS an Emergency Temporary Restraining Order and Preliminary Injunction** directly from this Court, enjoining the University of South Carolina from misrepresenting Petitioner's enrollment status to the LSAC, as the Trial Court's 80-day delay constitutes a total failure of the lower court to provide an adequate remedy at law;

**Temporary Restraining Order and Preliminary Injunction ordered.** Defendant University of South Carolina, including its officers, employees, agents, and all persons acting in concert with it, is hereby RESTRAINED AND ENJOINED from:

- a. Representing to the Law School Admission Council (LSAC) or to any third party that Plaintiff "never attended" the University of South Carolina; and
- b. Conditioning Plaintiff's access to an academic transcript, enrollment verification, or other education record on re-enrollment or payment of disputed charges.

**2. Affirmative Relief and Mandatory Letter of Correction.** Defendant shall, within twenty-four (24) hours of the entry of this Order:

a. **Prepare and release to the LSAC an OFFICIAL academic transcript** or enrollment verification reflecting Plaintiff's Spring 2025 enrollment and subsequent Withdrawal status;

b. **Transmit a Formal Letter of Correction to the LSAC** and any third party previously notified of "No Record." This letter shall affirmatively state that the previous report of "No Record" was an administrative error and that Plaintiff was a formally admitted and enrolled student for the Spring 2025 semester; and

c. Refrain from canceling or rejecting Plaintiff's transcript or enrollment record requests based on Defendant's assertion that Plaintiff has "no record of enrollment."

**3. Preservation of Records.** Defendant is ORDERED to preserve, without alteration or deletion, all electronic and paper records relating to Plaintiff's admission, enrollment, coursework, housing, financial accounts, transcript requests, communications, and any representations made to third parties.

**4. Service of Order.** Service of a copy of this Order upon the University of South Carolina Office of General Counsel or the University Registrar via electronic mail or hand-delivery shall be deemed sufficient and immediate service upon the Defendant.

**5. VACATE** the hearing date of May 4, 2026, as it is an abuse of discretion that renders Petitioner's claims moot;

**6. This court orders** the Respondent (Judge Coble) to schedule an immediate status conference or emergency hearing on the merits within **forty-eight (48) hours** to resolve the remaining discovery and trial schedule;

**7. This court will RETAIN JURISDICTION** over this matter until such time as the Trial Court has complied with this Court's mandate and the Petitioner's enrollment records have been accurately corrected.

**8. Restitution of Transcript-Related Payment.** Defendant is hereby ORDERED to return to Plaintiff the \$961.00 payment accepted in connection with transcript access, as Defendant accepted said funds but subsequently refused to provide the service for which the payment was demanded. **This refund shall be issued in the form of a check or electronic transfer payable directly to the Plaintiff within seven (7) days of the entry of this Order.** This refund is ordered as restitution for a breached agreement and shall not be applied by the Defendant as a "credit" toward any other disputed balances or administrative holds during the pendency of this litigation.

**9. No Adjudication on Damages.** Nothing in this Order adjudicates Plaintiff's claims for monetary damages, which are expressly preserved.

**AND IT IS SO ORDERED.**

---

**PRESIDING JUDGE South Carolina Court of Appeals**

**Columbia, South Carolina**

**Dated: February \_\_\_\_, 2026**

RECEIVED

FEB 17 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

CERTIFICATE OF SERVICE

**Ubong Christopher Ubokudom**, | Petitioner, | v. | **The Honorable Daniel Coble**, |  
Respondent, | and | **University of South Carolina**, | Real Party in Interest. |

CASE NO.: [To be assigned]

---

I, **Ubong Christopher Ubokudom**, Petitioner appearing *pro se*, hereby certify that on this **February 17, 2026**, I am serving a true and correct copy of the **Emergency Petition for Writ of Mandamus / Injunctive Relief** (including all supporting Exhibits and a proposed order) upon the following parties via the methods indicated below:

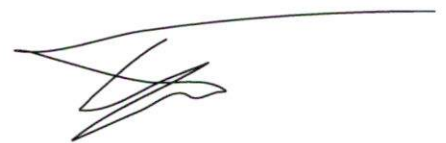
**TO THE RESPONDENT (JUDGE):** The Honorable Daniel Coble Richland County Judicial Center 1701 Main Street Columbia, SC 29201 Via: **Hand Delivery to Chambers/Clerk of the court and Electronic Mail to Administrative Assistant**

**TO THE REAL PARTY IN INTEREST (DEFENDANT'S COUNSEL):** **Jacob A. Biltoft, Esq.**  
The McKay Firm, P.A. 3700 Forest Drive, Suite 404 Columbia, SC 29204 Via: **Hand Delivery and Electronic Mail**

**TO THE OFFICE OF THE ATTORNEY GENERAL:** Office of the Attorney General State of South Carolina 1000 Assembly Street Columbia, SC 29201 Via: **Electronic Mail and Hand Delivery.**

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully,



Dated: 2/17/26

**Ubong Christopher Ubokudom**  
P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**