

**Feb 23 2026**

**SC Court of Appeals**

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

**Ubong Christopher Ubokudom, Petitioner, v. The University of South Carolina, Respondent.**

**CASE NO.: 2026-000348** (*Circuit Court Case No.: 2026-CP-400-0645*)

**NOTICE OF SUPPLEMENTAL FILING**

**TO: THE HONORABLE CLERK OF THE COURT OF APPEALS AND COUNSEL FOR RESPONDENT:**

**PLEASE TAKE NOTICE** that Petitioner, Ubong Christopher Ubokudom, hereby submits this Supplemental Filing in support of his pending Emergency Petition for Writ of Mandamus.

On February 20, 2026, Petitioner officially filed the following documents in the Richland County Court of Common Pleas and the Amended Coversheet on February 23, 2026:

1. **Motion for Leave to File Second Amended Complaint;**
2. **Filed on February 23, 2026 Notice of Filing of the Amended Motion Coversheet and Request for Hearing (including the SCCA 233 Form and supporting Cover Letter)**
3. **Exhibit A: Second Amended Complaint** (seeking \$1,000,000,000.00 in damages for willful and wanton misconduct);
4. **Index of Exhibits (Exhibits A-E);**
5. **Proposed Order for the Second Amended Complaint**

**The Following will be filed on February 23, 2026 with the Court of appeals.**

- ***Amended Proposed Order for the Emergency Writ Mandamus***

Clock-stamped copies of these documents are attached hereto as **Supplemental Exhibit 1**. These filings demonstrate the escalating "domino effect" of harm and the necessity for immediate appellate intervention.

**Respectfully,**



Dated: 2/23/26

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

[AMENDED 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.

Appellate Case No. 2026-000348

RECEIVED

Feb 23 2026

SC Court of Appeals

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. **Restitution of Transcript-Related Payment. Defendant is hereby ORDERED to return to Plaintiff the \$961.00 payment immediately upon service of this Order. This refund shall be issued within twenty-four (24) hours of the entry of this Order. This refund shall be issued in the form of a check or electronic transfer payable directly to the Plaintiff.** 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.**

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**PRESIDING JUDGE South Carolina Court of Appeals Columbia, South Carolina**

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

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

Ubong Christopher Ubokudom, *Plaintiff*,

vs.

University of South Carolina, *Defendant*.

CASE NO.: 2026-CP-400-0645

NOTICE OF FILING AMENDED MOTION COVERSHEET AND REQUEST FOR HEARING

RECEIVED

Feb 23 2026

SC Court of Appeals

RICHLAND COUNTY FILED  
2026 FEB 23 AM 11:04  
JEANETTE W. MCBRIDE  
CLERK, S.C. CO. OF APPEALS

TO: JACOB BILTOFT, ESQ., COUNSEL FOR DEFENDANT:

PLEASE TAKE NOTICE that the Plaintiff, Ubong Christopher Ubokudom, appearing *pro se*, has filed the following documents with the Richland County Clerk of Court on this 23rd day of February, 2026:

1. **Cover Letter to the Clerk of Court** regarding hand-delivery and coordination with the Motion Scheduler;
2. **Amended Motion and Order Information Form and Coversheet (SCCA 233)**, formally requesting a hearing on the record for the *Motion for Leave to File Second Amended Complaint*; and
3. **Certificate of Service (Form 7)** confirming delivery to Counsel for Defendant.

These documents are being submitted to amend and supplement the filing made on February 23, 2026, ensuring that a hearing is scheduled and that the court is notified of the requested time requirements for oral argument.

Respectfully,



Dated: 2/23/26

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

Pro Se Plaintiff

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

**February 23, 2026**

**VIA HAND DELIVERY** Richland County Clerk of Court Common Pleas Division 1701 Main Street Columbia, SC 29201

**RE: Ubokudom v. University of South Carolina; Case No. 2026-CP-400-0645 SUBMISSION OF AMENDED MOTION COVERSHEET**

Dear Clerk of Court:

Enclosed please find an **Amended Motion and Order Information Form and Coversheet (SCCA 233)** regarding the *Motion for Leave to File Second Amended Complaint* which I filed in the above-referenced matter on Friday, February 20, 2026.

This amended coversheet is being submitted to formally request a hearing on the record and to provide estimated time requirements for the motion. I respectfully request that this be updated in the case file and forwarded to the Motion Coordinator for scheduling.

Thank you for your assistance with this matter.

RICHLAND COUNTY  
FILED  
2026 FEB 23 AM 11:04  
JANETTE M. BRIDE  
CLERK OF COURT  
COURT HOUSE  
COLUMBIA, S.C.

**RECEIVED**

**Feb 23 2026**

**SC Court of Appeals**

**Respectfully,**



Dated: 2/23/26

**Ubong Christopher Ubokudom**

P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**

STATE OF SOUTH CAROLINA )  
COUNTY OF Richland )

IN THE COURT OF COMMON PLEAS  
5th JUDICIAL CIRCUIT

CASE NO.: 2026-CP-400-0645

Uhong Christopher UboKudom  
Plaintiff, )

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

vs. )

The University of South Carolina  
Defendant. )

# AMENDED

Plaintiff's Attorney: <u>Pro Se</u> , Bar No. <u>N/A</u> Address: <u>P.O. Box 1594, Columbia, SC 29202</u> Phone: <u>248 952 7833</u> Fax E-mail: <u>UboK2@gmail.com</u> Other:	Defendant's Attorney: <u>Jacob Biltoft</u> , Bar No. <u>105349</u> Address: <u>3700 Forest Dr., Columbia, SC 29204</u> Phone: <u>803 705 2149</u> Fax <u>803 765 1829</u> E-mail: <u>jbiltoft@mckayfirm.com</u> Other:
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information Nature of Motion: <u>Motion to leave to file second Amended Complaint</u> Estimated Time Needed: <u>30 minutes</u> Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input checked="" type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  <u>[Signature]</u> _____, 20 <u>26</u> Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant Date submitted	
SECTION III: Motion Fee <input type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other:	
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE CODE _____ Date: _____, 20____
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____, 20____  <input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

**STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE COURT OF COMMON PLEAS CASE NO: 2026-CP-400-0645**

Ubong Christopher Ubokudom, Plaintiff,

v.

The University of South Carolina, Defendant.

**PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT**

RICHLAND COUNTY  
FILED  
JANETTE W. MORRIS  
CLERK, C.S., 470  
FEB 20 PM 4:18

Plaintiff, Ubong Christopher Ubokudom, appearing *pro se*, respectfully moves this Honorable Court pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure for an Order granting leave to file a Second Amended Complaint. In support of this Motion, Plaintiff states as follows:

1. **Procedural History:** Plaintiff initiated this action regarding the suppression and inaccuracy of academic records. Since the filing of the First Amended Complaint, circumstances have escalated significantly, necessitating further amendment to reflect the current state of the controversy and the scope of the harm.
2. **New Factual Developments:** Subsequent to the previous filing, the Defendant's continued inaction forced the Plaintiff to seek extraordinary relief via an Emergency Petition for Writ of Mandamus in the South Carolina Court of Appeals (Case No. 2026-000348) to secure clear legal rights.
3. **Compounding Harm:** The Defendant's delay has caused a "domino effect" of injustice, directly interfering with the Plaintiff's ability to manage high-stakes federal litigation on behalf of his minor daughter, JuJu, in Case No. 3:25-cv-12608-SAL-PJG.
4. **No Prejudice to Defendant:** This Motion is made in good faith and not for the purpose of delay. The Defendant is already actively engaged in this litigation, and the amendment ensures that all relevant issues and the true scale of the damages are before the Court for a single, efficient adjudication.
5. **Standard for Leave:** Rule 15(a), SCRPC, provides that "leave shall be freely given when justice so requires." Justice requires that the Plaintiff be allowed to include the \$1,000,000,000.00 in damages necessitated by the Defendant's willful and wanton misconduct.

**WHEREFORE,** Plaintiff respectfully requests that this Court grant this Motion and allow the filing of the attached Second Amended Complaint.

Respectfully,

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Dated: 2/20/26

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**Ubong Christopher Ubokudom**

P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**

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

**CERTIFICATE OF SERVICE (FORM 7)**

I, Ubong Christopher Ubokudom, <sup>U.C.U.</sup> certify that on this 20th day of February, 2026, I served a true and correct copy of the ~~IFP motion~~, **Motion for Leave to Amend, the Second Amended Complaint (with Exhibits), Index of Exhibits page, Proposed order, and certificate of service** upon the Defendant's counsel of record via:

Hand Delivery  United States First-Class Mail, postage prepaid

**TO:** Jacob Biltoft, Esq. Counsel for University of South Carolina

3700 Forest Dr., suite 404

Columbia, SC 29204

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Ubong Christopher Ubokudom Plaintiff, Pro Se

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE COURT OF COMMON  
PLEAS CASE NO: 2026-CP-400-0645

PLAINTIFF'S INDEX OF EXHIBITS

Plaintiff, Ubong Christopher Ubokudom, hereby submits the following exhibits in support of his Second Amended Complaint:

**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 **PURPLE HIGHLIGHTED LABEL** (e.g., **EA1**) in the Right upper middle of each page of each exhibit with the corresponding exhibit page number. Ex: EA1, EB1, EC1, except for the Second amended complaint, which is exhibit A and follows the index page and the proposed order at the end of exhibit E.

1. **EXHIBIT A** Second Amended complaint
2. **EXHIBIT B**:
  - **University of South Carolina CarolinaCard (Student Identification)** Physical proof of student status and enrollment.
  - Receipt confirming the payment of **\$961.00** to the Defendant for academic services
  - (Proof of Contract and Consideration) and contract agreement.
3. **EXHIBIT C**:
  - **Parchment "No Record" Notification** – Official notice from the University Registrar stating there is "no record of enrollment on file".
  - **Email Correspondence with University Officials (January 2026)** – Communication detailing the University's position on re-enrollment and the \$11,988.13 bill requirement.
  - **FORM D-University of South Carolina Registration Exception Form (REF)** – Provided as evidence of the specific form the University demanded the Plaintiff complete to reflect academic history.
  - **University of South Carolina Academic Certification (dated 1/20/26)** – Formal certification from the Registrar stating the student "was never enrolled".
  - **University of South Carolina Account Statement and Activity (Spring 2025)** – Financial records showing a zero balance and various student-related charges/credits, contradicting the "never enrolled" claim.
  - **Transcript** initially sent to LSAC that detailed the plaintiffs transfer credit but did not demonstrate any W's on his record.
4. **EXHIBIT D**: Copy of the front page of Emergency Petition for Writ of Mandamus filed in the South Carolina Court of Appeals, Case No. 2026-000348 (Evidence of Extraordinary Measures required due to Defendant's Inaction).
5. **EXHIBIT E** Irreparable Harm
  - Front page and Sworn and Notarized Prayer for Relief from *Ubokudom v. Walmart Inc.*, Case No. 3:25-cv-12608-SAL-PJG, illustrating the

**\$1,000,000,000.00** in damages and the scale of litigation harm caused by the "Domino Effect" of Defendant's conduct. *(I used a pseudonym to represent my daughter's name to bring a more human aspect to the lawsuit but I have redacted the pseudonym because I do not want there to be any confusion.)*

- **Affidavit** from the plaintiff's appeals court case, Case No. 2026-000348, used as Exhibit C in that case, detailing the plaintiff's and his daughter's symptoms and the details behind the events that transpired after the defective products were consumed.
- **Harvard Law School J.D. Application Timeline** – Evidence of the passed February 15, 2026, submission deadline.
- **LSAT Confirmation email** indicating that the plaintiff sat for the LSAT on January 8th, 2026.
- **Proposed Order- To be signed by the Honorable Judge Daniel Coble**

**Respectfully,**



Dated: 2/20/26

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**Ubong Christopher Ubokudom**

P.O. Box 1594  
Columbia, SC 29202

**Pro Se Plaintiff**

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

**Ubong Christopher Ubokudom, Plaintiff,**

**vs.**

**University of South Carolina, Defendant.**

**CASE NO.: 2026-CP-400-0645**

**EXHIBIT**

**A**

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

Ubong Christopher Ubokudom,  
**Plaintiff,**

**JURY TRIAL DEMANDED**

v.

University of South Carolina,  
**Defendant.**

**CASE NO.: 2026CP4000645**

**SECOND AMENDED COMPLAINT**

**Personal Statement.** Plaintiff holds the University of South Carolina and the Columbia community in high regard— and the plaintiff truly values and appreciates the people of Columbia, SC. The decision to initiate this action was made only after exhausting all other avenues and was born of the necessity to protect the legal rights of the plaintiff and his minor daughter. While it is regrettable that external administrative failures have necessitated this level of judicial intervention, plaintiff seeks a resolution that restores a functional relationship with the institution.

Plaintiff, Ubong Christopher Ubokudom, appearing *pro se*, respectfully submits this Second Amended Complaint against the Defendant, the University of South Carolina ("USC"), alleging as follows:

**I. PARTIES**

1. 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.
2. 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.

**II. JURISDICTION AND VENUE**

3. 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.

**4. 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.**

5. **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**

6. Plaintiff was formally admitted to USC and enrolled as an undergraduate student for the Spring 2025 semester in the College of Information and Communications.
7. Plaintiff registered for courses, attended classes, completed coursework, and received graded assignments from instructors.
8. Plaintiff was approved for and charged on-campus housing and a university meal plan, benefits available exclusively to enrolled students.
9. Federal financial aid was originated and transmitted in connection with Plaintiff's Spring 2025 enrollment.
10. 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.
  
11. Defendant deviated from normal standard academic and customer service practices by intentionally suppressing or providing inaccurate academic records and enrollment verification.
12. The Defendant violated the duty to protect the Plaintiff from harm, which was intentional. The Defendant's negligence resulted in significant emotional damage to the Plaintiff.
13. Plaintiff faced a critical terminal deadline of February 15, 2026, for law school admissions and scholarships.
14. Despite being electronically served and having counsel of record, the Defendant failed to rectify the Plaintiff's academic status, necessitating the filing of an Emergency Motion for a Temporary Restraining Order (TRO) in this Court.
15. Due to the Defendant's continued inaction and the trial court's subsequent scheduling of an emergency hearing for May 4, 2026—long after the Plaintiff's terminal academic deadlines—Plaintiff was forced to file an Emergency Petition for Writ of Mandamus with the South Carolina Court of Appeals on February 17, 2026 (Case No. 2026-000348).
16. This action arises from USC's ongoing refusal to provide accurate academic records and enrollment verification. This conduct has escalated into a systemic failure to provide a timely remedy, effectively obstructing the Plaintiff's ability to manage concurrent, high-stakes litigation.
- 17. Specific Interference with Federal Litigation:** The Defendant's administrative paralysis and subsequent delay of trial court proceedings have functionally prohibited the Plaintiff from effectively preparing and managing **Case No. 3:25-cv-12608-SAL-PJG** currently pending in the United States District Court for the District of South Carolina. Because the Defendant has forced the Plaintiff to divert numerous hours to extraordinary appellate proceedings (Writ of Mandamus Case No. 2026-000348) to secure basic rights, the Defendant is directly liable for the resulting "domino effect" of harm to the Plaintiff's and his minor daughter's civil rights and legal safety.

#### **IV. Discriminatory and Unequal Treatment**

18. 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.

19. 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;

20. Refusing to produce any enrollment or academic record, even in unofficial form; Issuing and then retracting an official transcript while labeling it an "error";

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

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

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

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

24. 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.

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

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

26. 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.

27. Defendant's conduct was intentional, malicious, and without legitimate justification, and constituted a deliberate attempt to impede Plaintiff's academic and professional progression.

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

28. 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

29. 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.

30. 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.

31. 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.

32. 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.

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

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

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

**35. 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.**

**36. 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.**

37. 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.

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

39. 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.

## VIII. DAMAGES AND IMPACT OF DEFENDANT'S CONDUCT

40.

- A. **Willful and Wanton Misconduct:** Defendant has acted with reckless and outrageous indifference to the Plaintiff's professional future and the legal safety of his minor daughter. Despite clear evidence of Plaintiff's enrollment and the terminal nature of his academic deadlines, Defendant has intentionally maintained a state of administrative paralysis.
- B. **Interference with Concurrent Litigation:** As a direct result of Defendant's conduct, Plaintiff has been forced to divert numerous hours of critical time—originally allocated for the preparation of high-stakes litigation on behalf of his minor daughter (Case No. 3:25-cv-12608-SAL-PJG)—to engage in extraordinary appellate proceedings (Case No. 2026-000348) simply to secure a clear legal right.
- C. **The "Domino Effect" of Injustice:** The Defendant's delay has not only caused the loss of a professional academic year but has functionally interfered with Plaintiff's ability to advocate for his daughter's health, safety, and civil rights in other jurisdictions. This intentional delay constitutes a compounding injury that warrants extraordinary damages.
- D. **Psychological and Emotional Toll:** Plaintiff and his minor daughter have suffered extreme trauma, indignity, and humiliation. The Defendant's actions have forced the Plaintiff into a position of "racial stigmatization" and "indignity" by denying him the standard benefits and recognitions afforded to other students of the University.
- E. **Necessity for Deterrence:** Given the Defendant's status as a major public institution, the requested judgment is necessary to deter the Defendant and other similarly situated institutions from recklessly harming individuals, families, and communities through administrative suppression and systemic delay.

### Emotional Distress and Ongoing Harm

## **EXTENDED HARM TO PLAINTIFF AND MINOR CHILD**

**41. 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.**

- A. The Defendant's actions have caused a "domino effect" of injustice.**
- B. Plaintiff's academic standing is directly tied to his ability to provide legal advocacy for his minor daughter in pending matters, specifically Case No. 3:25-cv-12608-SAL-PJG.**
- C. The delay caused by the Defendant has not only stalled Plaintiff's professional trajectory but has directly harmed his minor daughter by delaying his ability to represent her interests.**
- D. The mental and emotional toll of being forced into extraordinary appellate litigation to secure a clear legal right has resulted in significant pain and suffering for both the Plaintiff and his daughter.**

## **IX. CAUSES OF ACTION**

**42. Declaratory Judgment:** Plaintiff seeks a formal declaration from this Court establishing his status as a formerly enrolled student for the Spring 2025 semester and affirming his right to accurate academic records.

**43. Breach of Implied Contract:** Defendant breached the implied contract created by Plaintiff's admission, registration, and payment of fees by failing to provide the standard administrative services and record-keeping expected in an academic relationship.

**44. Promissory Estoppel:** Plaintiff reasonably and detrimentally relied on Defendant's representations regarding his enrollment and transcript availability, incurring financial costs and missing critical law school deadlines when those promises were retracted.

**45. Arbitrary and Capricious Agency Action:** Defendant's conduct in retroactively declaring "no record" of enrollment—despite physical and financial evidence to the contrary—was willful, lacked a rational basis, and constituted an abuse of administrative discretion.

**46. Negligence:** Defendant failed to exercise the standard of care required to maintain and provide accurate student records.

**47. Gross Negligence and Reckless Disregard:** Defendant's refusal to correct records despite clear evidence (Student ID) and failure to respond to emergency motions has caused permanent, irreparable damage.

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

48. 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.

49. 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.

50. 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.

## **XI. PENALTY STRUCTURE, PAYMENT, AND PROTECTIVE RELIEF**

### **Failure to Answer or Insufficient Answer**

51. If Defendant fails to file a legally sufficient answer as required by law, Plaintiff requests entry of judgment against Defendant in the amount of **\$1,000,000,000.00**.

### **Payment Deadline**

#### **52. Payment of Total Judgment**

The total judgment amount of \$1,000,000,000.00 shall be due and payable in full no later than **April 30, 2026 or within thirty (30) days** of the entry of the Court's order, whichever occurs sooner.

53. 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.

54. 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**

55. If initiation of the judgment amount is not timely paid or if there are missed payments, Defendant shall be subject to a weekly monetary penalty of **twenty five million dollars (\$25,000,000.00 per week)**, or interest at the applicable South Carolina statutory rate, whichever is greater, accruing until payment is made in full. This will be added to the **\$1,000,000,000.00** requested total judgement amount.

### **Penalty for delaying justice for the plaintiff and his daughter.**

56. If there is no judgement and this civil lawsuit is not resolved by April 30th, 2026, defendant shall be subject to a weekly monetary penalty of **twenty five million dollars (\$25,000,000.00 per week)**, or interest at the applicable South Carolina statutory rate, whichever is greater, accruing until the civil lawsuit is resolved. This will be added to the **\$1,000,000,000.00** requested total judgement amount.

### **Payment Schedule**

57. Payment will begin on **April 30th, 2026 or 30 days** after a judgment is determined. **Optional Payment Schedule** Notwithstanding Paragraph 52, Defendant may satisfy this judgment through a structured payment schedule of **\$100,000,000.00 per month**, provided that the first payment is received by **April 30, 2026**, or 30 days post-judgment, whichever occurs sooner. Any missed or late installment shall trigger the immediate acceleration of the entire remaining balance and the penalties outlined in Paragraph 55.

Each payment shall be for **\$100,000,000.00 per month** or unless an alternative schedule is stipulated by both parties and approved by this Court.

### **Irreparable Harm to Plaintiff's Daughter**

58. 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**

59. 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**

60. Defendant's actions places Plaintiff at risk of missing more critical admissions deadlines resulting in more irreparable harm that cannot be cured by monetary damages alone.

## **XII. RELIEF REQUESTED**

### **61. 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**

62. 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.

**63. WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment against the Defendant as follows:

**A. Actual and Compensatory Damages:** Award Plaintiff **\$200,000,000.00** for Breach of Contract and Gross Negligence, reflecting the total loss of professional trajectory and the compounding harm caused by the interference with his daughter's legal advocacy.

**B. Punitive and Treble Damages:** Award **\$800,000,000.00** in punitive damages to punish the Defendant for its willful, wanton, and outrageous indifference to the health, safety, and rights of the Plaintiff and his family.

**C. Total Judgment:** Enter a total judgment in the amount of **\$1,000,000,000.00 (One Billion Dollars)**.

**D. Injunctive Relief:** Immediately enjoin the Defendant from further misrepresenting Plaintiff's status and compel the immediate release of all accurate academic records.

**E. Reimbursement:** Order the immediate return of the **\$961.00** in fees paid for suppressed records.

**F. Protective Trust:** Order that a portion of the judgment be placed in a court-supervised protective trust for the benefit of the minor child, Minor 1, to ensure her future health and legal protection.

**G. Interest and Costs:** Award pre-judgment and post-judgment interest, along with all costs of court.

H. Issue declaratory relief as requested herein;

I. 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.

J. 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.

K. Enjoin USC from misrepresenting Plaintiff's enrollment status to third parties;

L. Order USC to prepare and release accurate academic records and transcripts immediately;

M. Order repayment of \$961.00;

**N. 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.**

O. Impose weekly penalties and cumulative judgment as outlined above

P. Award all legal fees and costs incurred by Plaintiff in this action; and

Q. Award such other relief as the Court deems just and proper.

### XIII. JURY DEMAND

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

### XIV. VERIFICATION

65. 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 20<sup>th</sup> day of February, 2026, in Columbia, South Carolina.

~~PLAINTIFF'S SIGNATURE:~~



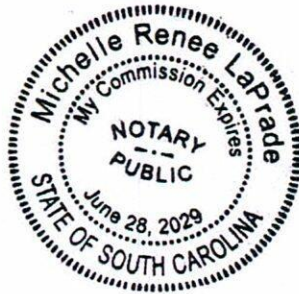
Ubong Christopher Ubokudom  
Plaintiff, Pro Se

**"My truth is all I have to protect my daughter; this truth, in addition to the honesty and empathy of others, I hope will eventually lead to an injunctive relief that she so desperately needs and deserves."-Ubong Christopher Ubokudom**

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

Sworn to and subscribed before me this 20 day of February, 2026, by Ubong Christopher Ubokudom, who is personally known to me or who has produced satisfactory identification.

NOTARY PUBLIC SIGNATURE: *Michelle Renee Laprade*  
Notary Public for South Carolina



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

**Ubong Christopher Ubokudom, Plaintiff,**

**vs.**

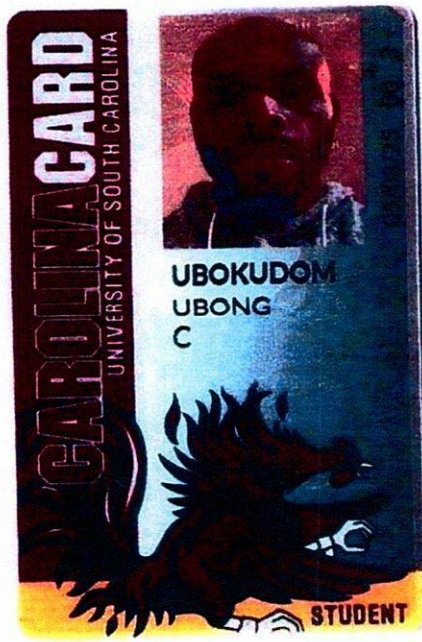
**University of South Carolina, Defendant.**

**CASE NO.: 2026-CP-400-0645**

**EXHIBIT**

**B**

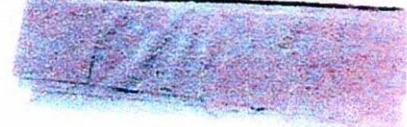
F  
B  
1



E  
B2

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

University of South Carolina



Cashier: 148  
Station: 2 - C012  
Receipt #: 655761  
Trans Date: 01/12/2026  
Post Date: 01/12/2026  
Time: 1:44:37 PM

Accounts Paid By This Method

Student Name: Ubong C. [Redacted]  
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

C8

88



Student Customer Services  
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA  
OFFICE OF THE BURSAR  
REPAYMENT AGREEMENT

FB3

C13

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](http://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.

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

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

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

**Ubong Christopher Ubokudom, Plaintiff,**

**vs.**

**University of South Carolina, Defendant.**

**CASE NO.: 2026-CP-400-0645**

**EXHIBIT**

**C**



Chris Ubokudom <[REDACTED]>

**Transcript Request Canceled**

17 messages

**Parchment**

Reply-To: [REDACTED]

To: Ubong Ubokudom [REDACTED]

Wed, Jan 14, 2026 at 11:28 AM

**Order Canceled**

Dear Ubong,

This email is to let you know that your order [REDACTED] 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.

5:26, 4:21 PM

Gmail

Ubong Ubokudom

To: Chris Ubokudom  
Cc: TRANSCRIPTS, REGISTRAR

Thu, Jan 22, 2026 at 12:07 PM

CHRIS,

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

1. Complete the Registration Excursion form **and** have their classes added back to their record after the last day of the free unpaid 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.

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

Has,

B/b

1/22/26, 4:21 PM

FCZ

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 my final transcript I previously requested, I was required to enter into a payment agreement related to outstanding university housing charges.

As you know, our 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, records 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 official 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
- Programs: 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 credits 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 Printment as requested.

Thank you for your time and assistance.  
Sincerely,

Chris Ubokudom

Ubong Christopher Ubokudom

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

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 you USF's in both your 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.

To Whom It May Concern,  
Thank you for your response and for the update regarding the canceled transcript order's amount.

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

1/14

1/14

B/b

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.

FC3

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**

*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:

\_\_\_\_\_ 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.



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.

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



# UNIVERSITY OF South Carolina

University of South Carolina

Statement date:

1/12/26

Student name:

Ubong C. Ubokudom

Student ID:

Student email:

Term:

Spring 2025

Term balance:

\$0.00

Balance:

\$0.00

Amount Enclosed

\$

Cg

FC 5

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

FC 3

## 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

UNIVERSITY OF SOUTH CAROLINA  
OFFICE OF THE UNIVERSITY REGISTRAR



Date Issued: 13-JAN-2026  
AEEE

11

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

Page: 1

EC6

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

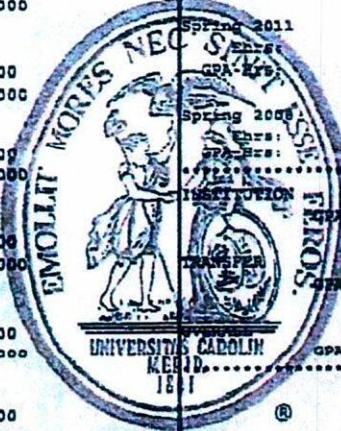
Transfer Information continued:

Fall 2009	Univ of Mich-Ann Arbor	Ehrs: 15.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2010	Univ of Mich-Ann Arbor	Ehrs: 14.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Fall 2010	Washtenaw CC	Ehrs: 4.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2011	Washtenaw CC	Ehrs: 4.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2008	Eastern Mich Univ	Ehrs: 4.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
***** TRANSCRIPT TOTALS *****			
INSTITUTION	Ehrs: 0.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000	
TRANSFER	Ehrs: 130.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000	
	Ehrs: 130.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000	
***** END OF TRANSCRIPT *****			

TRANSFER CREDIT ACCEPTED BY THE INSTITUTION:

Su I 2006	Univ of Mich-Ann Arbor	Ehrs: 6.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Fall 2006	Univ of Mich-Ann Arbor	Ehrs: 13.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2007	Univ of Mich-Ann Arbor	Ehrs: 14.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Fall 2007	Univ of Mich-Ann Arbor	Ehrs: 15.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2008	Univ of Mich-Ann Arbor	Ehrs: 12.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Fall 2008	Univ of Mich-Ann Arbor	Ehrs: 16.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000
Spring 2009	Univ of Mich-Ann Arbor	Ehrs: 13.000 QPts: 0.00	GPA-Hrs: 0.000 GPA: 0.000

\*\*\*\*\* CONTINUED ON NEXT COLUMN \*\*\*\*\*



**ACADEMIC TRANSCRIPT**  
This transcript is printed on special security paper with a garret background, the seal of the University of South Carolina, and the name of the Registrar.



C11

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

**Ubong Christopher Ubokudom, Plaintiff,**

**vs.**

**University of South Carolina, Defendant.**

**CASE NO.: 2026-CP-400-0645**

**EXHIBIT**

**D**

## 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

FD2

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.

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

**Ubong Christopher Ubokudom, Plaintiff,**

**vs.**

**University of South Carolina, Defendant.**

**CASE NO.: 2026-CP-400-0645**

**EXHIBIT**

**E**

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

Amended Civil Complaint  
JURY DEMAND

Ubong Christopher Ubokudom.

 (minor)


PLAINTIFF (S)

VS.


Walmart Inc.

DEFENDANT(S)

AMENDED CIVIL COMPLAINT

Now comes Ubong Christopher Ubokudom and  (minor) "Plaintiffs", complaining as to Walmart Inc. "Defendant", as follows:

NATURE OF ACTION

1. Plaintiffs bring this action pursuant under the 28 U.S.C. § 1332, Elliott-Larsen Civil Rights Act, Michigan Compiled Laws 750.436, Michigan Compiled Laws 750.91, Michigan Compiled Laws 600.2949a, Michigan Compiled Laws 289.111, the South Carolina Code 15-73-10, the South Carolina Equal enjoyment and privileges to Public Accommodations Act, and the Federal Civil Rights act of 1964 (Title II). Plaintiffs comes now and sues Walmart Inc. for discrimination, gross negligence and strict liability, for willful and wanton disregard of the rights, safety, and welfare of Ubong Christopher Ubokudom and his daughter , due to the defective state in which, the Lunchables, Chicken Dunks Kids Lunch Meal Kit, the silk unsweetened almond milk and Quaker instant oatmeal apples and cinnamon, were sold by Walmart and/or Sam's Club, owned by the defendant, for the marketing defect of no warning, or in the alternative, insufficient warning, because Sam's Club, owned by Walmart Inc. and Walmart, fully knew and was aware of the potential physical, emotional, and mental harm that could arise from the plaintiffs consuming the Lunchables, Chicken Dunks Kids Lunch Meal Kit, the silk unsweetened almond milk and quaker instant oatmeal apples and cinnamon, caused by the fault, or in the alternative, negligence of Sam's Club, owned by the defendant, and Walmart operations in selling and marketing of the defective the Lunchables, Chicken Dunks Kids Lunch Meal Kit, Silk unsweetened almond milk and Quaker instant oatmeal apples and cinnamon that the plaintiffs consumed.

## PRAYER FOR RELIEF

1. WHEREFORE, Plaintiffs respectfully request judgment as follows:

- a. Awarding Plaintiffs treble and/ or punitive damages.
- b. Awarding plaintiffs nominal damages.
- c. Awarding plaintiffs with an injunctive relief.
- d. Awarding any other relief as this Honorable Court deems just and appropriate, and relief as the interest of justice may require.

We believe, because of the above information, that we, the plaintiffs, are entitled to and do request a judgment for \$ 1,000,000,000.00 plus all general and equitable relief as allowed by law, and all costs of court, plus both pre-judgement and post-judgement interest allowed by law and an injunction to immediately stop the conduct that is causing harm. These defective products could have led to the demise of [redacted] and Ubong Christopher Ubokudom, and they may still lead to chronic disease, paralysis, and a cardiovascular and/or neurovascular event in the future for the plaintiffs. We believe this judgment will help to deter corporations in the future from recklessly harming and destroying the lives of individuals, families, and communities.

Plaintiff prays that the court enter an order:

2. Declaring that the Defendants, together with their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, are **ENJOINED AND RESTRAINED** from discriminating against Plaintiffs on the basis of race, including but not limited to **limiting, restricting, or otherwise interfering with Plaintiffs' ability to purchase non-defective and reasonably safe products on the same terms and conditions as other customers.**

3. Defendants, their employees, agents, successors, and all other persons in active concert or participation with them, are **further ENJOINED** from engaging in any act or practice that, on the basis of race, denies or abridges any rights secured by:

- o **Title II of the Civil Rights Act of 1964, 42 U.S.C. § 2000a et seq.;**
- o **The Elliott–Larsen Civil Rights Act, Mich. Comp. Laws § 37.2101 et seq.;** and
- o **The South Carolina Equal Enjoyment and Privileges to Public Accommodations Act.**

4. Defendants, their employees, agents, successors, and all other persons in active concert or participation with them, are **further ENJOINED** from engaging in any act or practice that violates:

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- o S.C. Code § 15-73-10; and
- o Mich. Comp. Laws §§ 750.436, 750.91, 600.2949a, and 289.111.

5. Defendants, their employees, agents, successors, and all other persons in active concert or participation with them, are **ORDERED to take such affirmative steps as may be necessary to remedy the effects of past unlawful conduct and to prevent the recurrence of discriminatory conduct in the future.**

A TRIAL BY JURY DEMANDED.

The information provided in this document is true to the best of my knowledge. I have personal knowledge of the facts stated herein and can testify to their truthfulness. My truth is all I have to protect my daughter; this truth, in addition to the honesty and empathy of others, I hope will eventually lead to an injunctive relief that she so desperately needs and deserves.

Signed this the 14 of October, 2025.

Dated: 10/14/25



Signature of Plaintiff (or his attorney)  
 Ubong Ubokudom  
 P.O. Box 1594  
 Columbia, SC 29202

NOTARY PUBLIC

Sworn to and subscribed before me, this the 14 of October, 2025.

Notary Public Signature: [Signature]

My Commission Expires: 6/15/35

On this 14 day of October, 2025, 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 for his/her signature here.

Document Holder's Signature

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

**STATE OF SOUTH CAROLINA**

**IN THE COURT OF APPEALS**

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**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.
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: [Handwritten Signature]

Printed Name: Urbany Theodor

NOTARY PUBLIC

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

Notary Public Signature: [Handwritten Signature]

My Commission Expires: 6/15/35

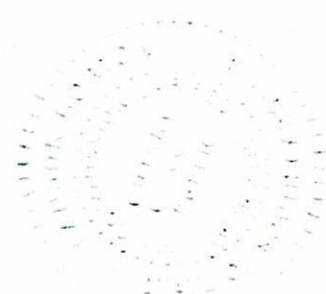


State of South Carolina  
County of Richland

On this 16 day of February, 2026, before me personally appeared Urbany Theodor 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

[Handwritten Signature]



**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.

2/3/26, 1:06 PM

Gmail - LSAT exam confirmation



C1

Chris Ubokudom

### LSAT exam confirmation

LSACinfo

Thu, Jan 8, 2026 at 1:39 PM

Exhibit C (13 total pages)

Dear Ubong,

Payment Agreement, enrollment evidence, payment receipt  
Test confirmation, transcript cancellations,

Thank you for contacting LSAC.

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 file 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!

Handwritten initials in blue ink, possibly "C1" or "EY".

**STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE COURT OF COMMON  
PLEAS CASE NO: 2026-CP-400-0645**

Ubong Christopher Ubokudom, Plaintiff,

v.

The University of South Carolina, Defendant.

**[PROPOSED] ORDER GRANTING LEAVE TO FILE SECOND AMENDED COMPLAINT**

This matter comes before the Court upon the Plaintiff's Motion for Leave to File a Second Amended Complaint pursuant to **Rule 15(a) of the South Carolina Rules of Civil Procedure**.

Having reviewed the Motion and the pleadings herein, and noting that the South Carolina Rules of Civil Procedure mandate that leave to amend be "freely given when justice so requires," this Court finds as follows:

1. The Plaintiff seeks to amend the complaint to include new facts regarding the ongoing nature of the harm alleged, including the necessity of filing an Emergency Petition for Writ of Mandamus in the South Carolina Court of Appeals to address time-sensitive academic deadlines.
2. The Court finds that the amendment is sought in good faith, will not cause undue delay, and is necessary to ensure that all relevant facts and damages are properly before the Court.
3. The Defendant will not be unfairly prejudiced by this amendment, as the litigation is in its early stages and the amendment relates to the same core dispute over academic records.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion for Leave to File a Second Amended Complaint is **GRANTED**.

**IT IS FURTHER ORDERED** that the Second Amended Complaint, attached to Plaintiff's Motion as Exhibit A, is deemed filed and served as of the date of this Order. The Defendant shall have thirty (30) days from the date of this Order to file a responsive pleading to the Second Amended Complaint.

**IT IS SO ORDERED.**

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The Honorable Daniel Coble Circuit Court Judge

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

**FORM 7**  
**PROOF OF SERVICE OF A NOTICE OF SUPPLEMENTAL FILING**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Daniel Coble, Circuit Court Judge

Case No. 2026-CP-400-0645 \_\_\_\_\_

Ubong Christopher  
Ubokudom , Appellant

v.

The University of South Carolina, Respondent.

**PROOF OF SERVICE**

I certify that I have served the **Notice of supplemental filing, Notice of Filing of the Amended Motion Coversheet and Request for Hearing (including the SCCA 233 Form and supporting Cover Letter), Motion for Leave to File Second Amended complaint , the Second Amended Complaint (with Exhibits), Index of Exhibits page, and Proposed order for the Second Amended complaint, Amended Proposed Order for the Emergency Writ Mandamus**, on Jacob Biltoft, the University of South Carolina's appointed counsel, by electronic delivery on February 23rd, 2026, and I will hand deliver a copy on February 23, 2026.

Respectfully,



Dated: 2/23/26

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