

**RECEIVED**

**Feb 27 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas  
The Honorable Daniel Coble, Chief Administrative Judge

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Civil Action No.: 2026-CP-40-00645  
Appeal Number: 2026-000348

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Ubong Christopher Ubokudom.....Petitioner/Appellant,

v.

University of South Carolina .....Defendant/Respondent.

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**RESPONDENT'S RETURN TO PETITION FOR WRIT OF MANDAMUS**

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Ubong Christopher Ubokudom  
[Cubok1@gmail.com](mailto:Cubok1@gmail.com)  
P.O. Box 1594  
Columbia, South Carolina 29202  
*Pro se* APPELLANT

Jacob A. Biltoft  
[jbiltoft@mckayfirm.com](mailto:jbiltoft@mckayfirm.com)  
The McKay Firm, PA  
3700 Forest Drive, Unit 404  
Columbia, South Carolina 29204  
803-256-4645  
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ATTORNEY FOR RESPONDENT

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## STATEMENT OF THE CASE AND FACTS

Petitioner attempted to enroll in courses at the University of South Carolina for the spring semester of 2025. [Exhibit A: Affidavit of Registrar Elaine Belesky]. He was accepted and registered for classes. Ex. A at ¶4. Petitioner had access to the tuition bill for this Spring 2025 semester beginning on December 18, 2024, via the “Self Service Carolina” student portal. [Exhibit B: Affidavit of Bursar Nicole Pressley]. The deadline for payment of tuition for the Spring 2025 semester was January 28, 2025. Ex. B at ¶5. Petitioner submitted partial payment via a federal student loan, with the remainder due in full by January 28, 2025. Ex. 2 at ¶¶7-8.

Petitioner did not pay tuition by the deadline January 28, 2025. In full compliance with the standard procedure for non-payment of tuition, Petitioner was dropped from class rolls. Ex. B at ¶10.

A student removed from class rolls due to non-payment of tuition receives no course grades for that semester. Ex. B at ¶10. The tuition, academic fees, and financial aid were thus removed from his account, and his partial loan payment was returned to the lender. Ex. B at ¶10. Petitioner also incurred a debt to the University for the housing and meal plan utilized by Petitioner prior to removal for non-payment, inclusive of an additional late payment fee. Ex. B at ¶11.

Due to the outstanding debt, the University placed a hold on the dispersal of any records of Petitioner, if any, pursuant to standard procedure. Ex. B at ¶12.

A prospective student remains enrolled only after payment of tuition for that semester, so when a student fails to pay tuition, the student will not receive any grade entered for the registered classes that semester. Ex. A at ¶5. Petitioner was dropped from class rolls since he did not fully pay tuition. Petitioner therefore received no grades for his only semester registered at the University. Ex. A at ¶7.

On or about January 12, 2026, Petitioner agreed to a structured repayment schedule with the University; pursuant to which Petitioner agreed to pay half of the outstanding balance immediately and to pay the remainder in six monthly installments. Ex. B at ¶13. Immediately upon payment of the first half of the debt on or about January 12, 2026, the University lifted the hold on his account. Ex. B at ¶13.

In January of 2026, Petitioner requested an official transcript from the University for his prospective law school applications with the Law School Admissions Council (herein “LSAC”). Ex. A at ¶8. Upon receipt of this request, the Registrar office discovered a hold placed on any release of records due to non-payment of his outstanding room and board bill. Ex. A at ¶8. The University eventually accepted a partial payment of the debt and removed the hold, with the Registrar’s office then discovering that Petitioner had no transcript for any coursework at the University of South Carolina due to non-payment of tuition for his only semester registered. Ex. A at ¶9.

Upon Petitioner’s continued requests to send documentation to LSAC after lifting the hold on his account, the University submitted a timely communication to LSAC correctly informing them that Petitioner was not enrolled and has no record of graded coursework for his sole semester registered at USC. Ex. A at ¶10 and Attachment 3. Though Petitioner had transfer credits from another institution, Petitioner still never fully enrolled and had no graded coursework at USC.

Now comes Petitioner, seeking a Writ of Mandamus and injunctive relief enjoining Respondent from “misrepresenting Petitioner’s enrollment status to the LSAC[,]” and ostensibly seeking to compel Respondent to provide a transcript with graded coursework to LSAC. Petitioner asserts that he faces irreparable harm due to the loss of an academic year and missing past and upcoming alleged application deadlines and scholarship consideration deadlines. He also asserts

that pending litigation involving his minor child also warrants emergency intervention by this Court, since the “interruption or termination of [Petitioner’s] enrollment directly undermines his ability to advocate for his daughter’s rights in a court of law.”

For the foregoing reasons, Petitioner fails to establish any entitlement to emergency injunctive relief or Mandamus, and his Petition and appeal must therefore be dismissed.

### **STANDARD OF REVIEW**

Mandamus is the highest judicial writ and is issued only when there is a specific right to be enforced, a positive duty to be performed, and no other specific remedy. *City of Rock Hill v. Thompson*, 349 S.C. 197, 199, 563 S.E.2d 101, 102 (2002). A writ of mandamus is a coercive writ that orders a public official to perform a ministerial duty. *Id.* at 200. The primary purpose of a writ of mandamus is to enforce an established right and a corresponding imperative duty created or imposed by law; so when the legal right is doubtful, or the performance of duty rests in discretion, or when there is another adequate remedy, the Court cannot rightfully issue a writ of mandamus. *Id.*

A plaintiff’s entitlement to an injunction requires the complaint to allege facts sufficient to constitute a cause of action for injunction while also showing an injunction must be reasonably necessary to protect the legal rights of the plaintiff pending in the litigation. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct. App. 2002). To obtain an injunction, a party must demonstrate (1) irreparable harm, (2) a likelihood of success on the merits, and (3) an inadequate remedy at law. *Id.* Whether to grant a preliminary injunction is left to the sound discretion of the trial court and will not be overturned unless it is clearly erroneous. *Compton v. SCDC*, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011).

## ARGUMENT

### **i. PETITIONER FAILS TO SHOW ENTITLEMENT TO WRIT OF MANDAMUS OR ANY EMERGENCY/PRELIMINARY INJUNCTIVE RELIEF**

Petitioner fails to establish entitlement to a Writ of Mandamus or any injunctive relief. Mandamus is extraordinary and coercive remedy, only issued to enforce an established right and a corresponding imperative duty. *Rock Hill* at 200.

First, Petitioner fails to show that he possesses a specific, established right at issue that must be enforced. As thoroughly discussed in the attached affidavits and summarized above, Petitioner has not shown that he has any established right to an official University of South Carolina transcript with graded coursework when he failed to pay his tuition and fully enroll.

Here, Petitioner did not pay tuition by the set deadline. Ex. B at ¶9. As a result, he never completed or perfected his enrollment and his registration for that semester was terminated. Ex. A at ¶7 and Attachment 1; Ex. B at ¶10. To the extent Petitioner argues that he is entitled to course grades showing withdrawal from his registered courses marked by an entered grade of “W,” Petitioner is not entitled to “W” grades, or any graded coursework due to nonpayment. When a student is enrolled following payment of tuition, the student will receive a grade of “W” if the student affirmatively withdraws themselves from the course via the student portal during the designated time period. Ex. A at ¶6. Petitioner therefore fails to show any established right to the relief sought.

Second, Petitioner fails to establish any affirmative duty for the Court to compel Respondent to perform. When a judgment rendered by the Court will have no practical legal effect upon an existing controversy because an intervening event renders any grant of effectual relief impossible for the Court, the action is rendered moot. *South Carolina Retirement System Inv. Com’n v. Loftis*, 402 S.C. 382, 384, 741 S.E.2d 757, 758 (2013). In mandamus cases, performing

the act the plaintiff or petitioner seeks to compel generally renders the mandamus action moot. *Id.* See also *Miller v. State*, 377 S.C. 99, 101, 659 S.E.2d 492, 493 (2008).

As set forth above, Petitioner has no transcript for University of South Carolina coursework, and is not entitled to one. Further, Respondent has already sent a communication to LSAC accurately informing them that Petitioner has no transcript or graded coursework at USC for the sole semester he registered. Ex. A at ¶10, and Attachment 3. There is no act or affirmative duty on part of Respondent for the Court to compel. Granting the relief Petitioner seeks would result in Petitioner receiving a semester of graded coursework for which he did not pay tuition.

Third, Petitioner fails to show that he has no other remedy for these alleged harms. Petitioner could simply remove the University from his LSAC application packages in light of the Respondent's accurate communications to LSAC. Though Petitioner asserts that he must include Respondent in his LSAC account or application packages, Petitioner has not provided evidentiary support.

The LSAC website instructs students to include transcripts from institutions attended, even if (1) credit was transferred from an institution and it appears on another institution's transcript, (2) the institution is unaccredited, (3) the institution is closed, (4) **“withdrawal,” “incomplete,” etc. are the only grades listed**, or (5) the student “just enrolled.” See LSAC “Requesting Transcripts” page<sup>1</sup>. Here, Petitioner has not shown that his history with Respondent meets these criteria; Petitioner did not receive any “withdrawal” or “incomplete” grades. He has not shown that he has even attempted to remove Respondent from his LSAC account, or that any harm has occurred or will occur with Respondent's removal, especially in light of Respondent itself informing LSAC that he was not enrolled.

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<sup>1</sup> <https://www.lsac.org/applying-law-school/jd-application-process/cas/requesting>

Though Petitioner includes a handful of citations to caselaw, he has not identified any authority to support the relief sought<sup>2</sup>. Petitioner therefore fails to establish any of the three requirements for a Writ of Mandamus, and his Petition must therefore be denied.

Petitioner also fails to establish any entitlement to injunctive relief, or that the underlying Circuit Court Order was erroneous. Petitioner must demonstrate that To obtain an injunction, a party must demonstrate (1) irreparable harm, (2) a likelihood of success on the merits, and (3) an inadequate remedy at law. *County of Richland* at 669, 560 S.E.2d at 904.

Petitioner has plainly failed to establish any irreparable harm here. Despite his contentions that the loss of an academic year constitutes irreparable harm, this is just simply not the case and is insufficient to warrant the extraordinary remedies of injunctive relief or mandamus. Plaintiff is free to remove the Respondent from his LSAC account and apply before the alleged upcoming deadlines, or wait one single application cycle and apply for the institutions for which he allegedly missed deadlines. Waves and waves of students submit law school applications every year over the course of many months; any alleged harm, of which Respondent denies, is not irreparable or sufficient to warrant the remedies sought. Regardless of any sufficient or formal notice allegedly provided to the Respondent in the Circuit Court, by virtue of the undersigned's electronic Notice of Appearance (essentially an electronic checkbox to ensure receipt of Court notifications, and not waiving any service issues or rights under Rule 12 SCRCPP) and the receipt of the Order denying the emergency hearing one single day later, Petitioner fails to set forth entitlement to the relief requested.

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<sup>2</sup> Petitioner's caselaw citations, largely condensed across pages 1 through 2 of the Petition, mostly contain incorrect and inconsistent reporter citations. The undersigned was unable to locate the first case cited, *Wall v. S.C. Dep't of Health & Env't Control*, 439 S.C. 396 (2023), despite searching the title, parties, and reporter citation in Westlaw, the SC C-Track Appellate Index, and a standard Google search. These problematic citations, paired with his representations of what the cases ostensibly say and the specific language used in the Petition (i.e. "Use [case] to argue that..." and "Cite [case] to show...") could potentially be suggestive of AI "hallucination" citations.

Petitioner also leans heavily on his minor child's pending action to try and establish the alleged irreparable harm and the emergent nature of his filings. He references a federal civil action filed on behalf of his daughter, appearing to assert that he seeks this relief from Respondent so that he may represent his daughter and protect her rights in the litigation. See Emergency Petition at 2.

The pending federal litigation, filed *pro se* by Petitioner on behalf of himself and his minor daughter, is wholly irrelevant to the present action or this Respondent. The federal action referenced, bearing the number 3:25-cv-12608-SAL-PJG in the South Carolina District Court, was filed on September 17, 2025, among a multitude of other *pro se* actions filed by Plaintiff over the course of 2025 appearing on the federal court PACER dockets. In the case mentioned by Petitioner, he received an Order from the Hon. Magistrate Judge stating that Petitioner could represent himself, but he could not represent his daughter in the action, and he had 30 days to secure counsel for his daughter or face dismissal. 3:25-cv-12608-SAL-PJG, ECF No. 13 (October 15, 2025).

Petitioner appears to believe that, by applying to law schools in this current round of applications, he will be able somehow be permitted to appear as counsel for his daughter in that case regardless of its current pendency, regardless of any applicable statute of limitations, and regardless of the typical law school timeline taking three years (not including time for application turnaround, acceptance, and bar exam prep and results). This reference to the daughter's litigation, despite Petitioner's insistence, has no bearing on any duty owed by Respondent or any right that Petitioner has standing to assert.

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

**CONCLUSION**

For the reasons set forth above, this Petition for a Writ of Mandamus must be denied, and this appellate action dismissed.

Respectfully submitted,

/s/Jacob A. Biltoft  
Jacob A. Biltoft (S.C. Bar No. 105349)  
The McKay Firm, PA  
3700 Forest Drive, Suite 404  
P.O. Drawer 7217  
Columbia, SC 29202  
(803) 256-4645  
[jbiltoft@mckayfirm.com](mailto:jbiltoft@mckayfirm.com)  
*Attorney for Respondent*

Columbia, South Carolina  
February 27, 2026

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY  
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Civil Action No.: 2026-CP-40-00645  
Appeal Number: 2026-000348

Ubong Christopher Ubokudom.....Petitioner/Appellant,

v.

University of South Carolina .....Defendant/Respondent.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on **February 27, 2026**, a copy of the foregoing ***Respondent’s Return to Petition for Writ of Mandamus*** was duly served upon the Petitioner concurrently via email and Certified Mail to:

Ubong Christopher Ubokudom  
P.O. Box 1594  
Columbia, South Carolina 29202

s/Jacob A. Biltoft  
Jacob A. Biltoft  
The McKay Firm, PA

# EXHIBIT

## A

Affidavit of USC Registrar



6. When a student is enrolled following payment of tuition and affirmatively withdraws during the designated time period, a grade of “W” is entered for the course withdrawn from.

7. Plaintiff was dropped from class rolls since he did not fully pay tuition. Plaintiff therefore received no grades for the Spring 2025 semester; his only semester registered at the University.

8. In January of 2026, Plaintiff requested an official transcript from the University for his prospective law school applications with the Law School Admissions Council (“LSAC”). Upon receipt of this request, the Registrar office discovered a hold placed on any release of records due to non-payment of his outstanding room and board bill.

9. The University eventually accepted a partial payment of the debt and removed the hold. After the hold was lifted, the Registrar’s office discovered that Plaintiff had no transcript for any coursework at the University of South Carolina due to non-payment of tuition for his only semester registered. Plaintiff’s transcript requests were cancelled and, upon information and belief, the University requested that the transcript vendor service “Parchment” refund Plaintiff’s transcript request fees. [Attachment 2 – Parchment service Cancellation and Email Request].

10. Upon Plaintiff’s continued requests to send documentation to LSAC after lifting the hold on his account, the University submitted a timely communication to LSAC correctly informing them that Plaintiff was not enrolled and has no record of graded coursework for his sole semester registered at USC. [Attachment 3- Academic Certification Letter]. Upon information and belief, the University did not retain a stamped copy of this letter; the Plaintiff’s marked copy is attached herewith.

11. Though Plaintiff had transfer credits from another institution, Plaintiff still never fully enrolled and had no graded coursework at USC. The University has properly responded to his requests and has provided LSAC with timely and accurate documentation.

12. I never engaged in any negligent, wrongful, unlawful, or indifferent conduct towards Plaintiff, and I do not know of anyone who engaged in any negligent, wrongful, unlawful, or indifferent conduct towards Plaintiff.

13. The termination of Plaintiff's attempted enrollment and the resulting lack of a transcript for the Spring 2025 semester arises entirely from the standard procedure for handling non-payment. No University of South Carolina personnel acted with any discriminatory animus, gross negligence, deliberate indifference, or unlawful motivation.

14. I did not violate the rights of Plaintiff, and I do not know of anyone who violated the rights of Plaintiff.

FURTHER AFFIANT SAYETH NOT.

  
Elaine Belesky  
(Affiant)

SWORN TO AND SUBSCRIBED  
BEFORE ME

This 24 day of February, 2026,  
Columbia, South Carolina.



NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 12.5.20



# ATTACHMENT

1

FINA 8.00

<b>ADMINISTRATIVE DIVISION</b> FINA Administration and Finance		<b>POLICY NUMBER</b> FINA 8.00
<b>POLICY TITLE</b> Tuition, Academic, and All Other Fees		
<b>SCOPE OF POLICY</b> USC System		<b>DATE OF REVISION</b> April 14, 2025
<b>RESPONSIBLE OFFICER</b> Executive Vice President for Administration and Chief Financial Officer		<b>ADMINISTRATIVE OFFICE</b> University Finance - Bursar

**PURPOSE**

This policy governs the establishment of tuition, related fees, fee waivers, fines, deposits and any other fees. The University of South Carolina will follow policies and procedures consistent with the requirements of the State of South Carolina Code of Laws, Code of Regulations, governing agencies and University Policy.

**POLICY STATEMENT**

All students are required to review, understand, and adhere to university regulations, procedures, requirements, and deadlines as described in all official university publications pertaining to enrollment and associated financial responsibilities.

The Board of Trustees must approve all tuition and academic fees, fee waivers, and deposits through annual process managed by the University Budget Office. Other fees that are non-academic must be approved by an appropriate official of the university as outlined by related university policies listed in Section III.

Tuition and academic fees of the University are approved annually for all degree programs.

No department is authorized to levy or exempt any fees at the University without the approval of the Executive Vice President for Administration and Chief Financial Officer or to collect any fees without the approval of the Associate Vice President and University Bursar. The Associate Vice President and University Bursar must approve procedures for the collection of fees. See policy [FINA 8.10 Receipt and Handling of University Payments](#).

Any office or department seeking to apply payments to a University issued account must likewise be approved by the Associate Vice President and University Bursar. The Associate Vice President and University Bursar must also approve the procedures for the collection of said payments.

All charges are due on the date that they are incurred, or the due date indicated on the bill, ticket, invoice or statement.

A complete listing of tuition and fees is available electronically on the University Bursar’s website and the University Budget Document. Tuition and Fees information is also contained in the University's Undergraduate Bulletin or can be obtained from the Bursar’s office.

Students are assessed tuition and academic fees according to their residency status and program in which they are enrolled, and the degree(s) being pursued.

Students must officially register and pay for assessed tuition and fees before attending class, laboratory or clinic.

Any student who fails to pay all required registration fees on or before the last date to change a course schedule (as indicated in the university calendar) may be dropped from class rolls.

Any student who fails to relieve any other indebtedness to the university or to any of its auxiliary agencies on the date such obligations become due may not be permitted to remain in university residence halls or be issued a diploma or degree or be allowed to register for subsequent semesters.

### **PROCEDURES**

- A. Budget Process: A request for fees is announced each year during the annual budget process by the University Budget Office. All requests for establishing, collecting or exempting fees, or rewording official description of assessment must be submitted in writing. Requests for changes to the schedule of tuition and fees will be submitted through the Budget office to the Executive Vice President for Administration and Chief Financial Officer to the Board of Trustees for approval.
- B. The Tuition and Fee schedule, once approved by the Board of Trustees, will be posted on the University Bursar's website and included in the official Budget Document.
- C. Each semester, assessments of tuition and fees will be posted to each student's account. It is the responsibility of the student to pay the assessed tuition and fees, and other charges on the account by the due date, or the date incurred, whichever is later.

### **RELATED UNIVERSITY, STATE AND FEDERAL POLICIES**

[ACAF 3.50 Academic Bulletins and Planning Calendar](#)

[FINA 8.03 Free Tuition and Reduction of Fees](#)

[FINA 8.04 Tuition Award Program](#)

[FINA 8.05 Law School Educational Fee Waiver](#)

[FINA 8.10 Receipt and Handling of University Payments](#)

### **HISTORY OF REVISIONS**

<b>DATE OF REVISION</b>	<b>REASON FOR REVISION</b>
November 1, 2006	New Policy Approval
April 14, 2016	To update policy in regard to the OneCarolina Project, departmental name changes, and reorganization.
April 14, 2025	To update policy in regard to new federal transcript law and note that students are not allowed to register for classes if they have an outstanding balance. To update position titles.

# ATTACHMENT

2

Parchment Refund

----- Forwarded message -----

From: **Parchment** [REDACTED]  
Date: Wed, Jan 14, 2026 at 11:28 AM  
Subject: Transcript Request Canceled  
To: Ubong Ubokudom [REDACTED]



Order Canceled

Dear Ubong,

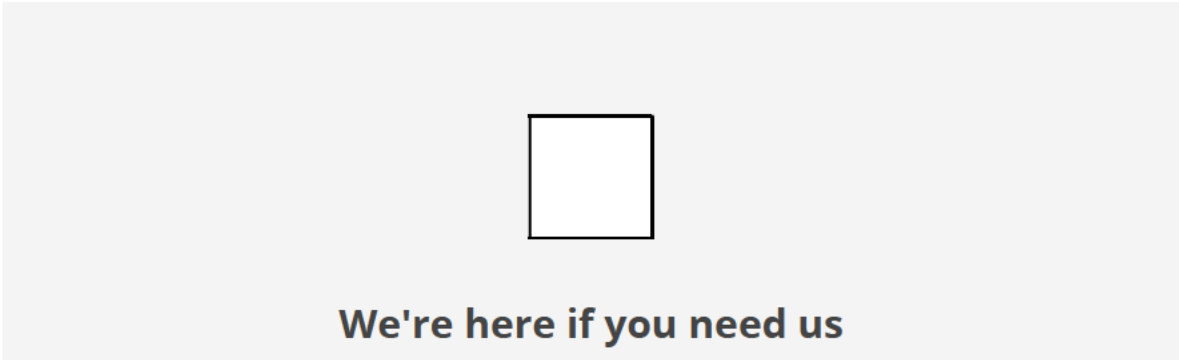
This email is to let you know that your order TR9IA8HH has been canceled.

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



---

**Ubong Christopher Ubokudom**

---

**From** Jones, Kristen <[REDACTED]>

**Date** Thu 2/26/2026 9:01 AM

**To** Belesky, Elaine <[REDACTED]>

**Cc** Bomar, Teresa <[REDACTED]>

Elaine,

Please see the refund documentation below that I received from Parchment.

Thank you,

**Kristen T. Jones**  
**Assistant Registrar for Academic Records**

[REDACTED] | [sc.edu/registrar](https://sc.edu/registrar)

Office of the University Registrar  
University of South Carolina  
1244 Blossom Street, Suite 106  
Columbia, SC 29208



---

**From:** membersupport@parchment.com <membersupport@parchment.com>

**Sent:** Thursday, February 26, 2026 8:56 AM

**To:** Jones, Kristen <[REDACTED]>

**Cc:** molly.mclean@instructure.com <molly.mclean@instructure.com>; Bomar, Teresa <[REDACTED]>

**Subject:** Parchment Support Suggested Solution: Case # 13651080 [ ref:!00DA00lbsk.!500TU0shpsz:ref ]

Good Morning,

I have issued a refund in the amount of \$49.25 for order TR9IA8LI back to the card used to purchase this document. Please allow 3-10 business days for it to show back up at the financial institution. Below is a screenshot of the refund transaction as requested.



# ATTACHMENT

3

Letter to LSAC

C12

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.

5-3-5

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

[REDACTED]

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

[REDACTED]

# EXHIBIT

## B

Affidavit of Bursar

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
	)	Civil Action No. 2026-CP-40-00645
	)	
Ubong Christopher Ubokudom,	)	
	)	
Plaintiff,	)	<b>AFFIDAVIT OF NICOLE PRESSLEY</b>
	)	
v.	)	
	)	
University of South Carolina,	)	
	)	
Defendant.	)	
_____	)	

I, Nicole Pressley, do declare under penalty of perjury under the laws of the United States of America that the following statements are true and correct:

1. I am currently employed by the University of South Carolina as the University Bursar and the Associate Vice President for Administration and Finance.
2. In my position as University Bursar, I oversee the collecting and analyzing of student fees and payments, billing, and accounts payable.
3. I am familiar with the allegations in Plaintiff’s Complaint and have reviewed materials related to the Plaintiff’s billing and payment history with the University of South Carolina.
4. Plaintiff attempted to enroll in the spring semester of 2025. He was accepted and registered for classes.
5. Plaintiff had access to the tuition bill for this Spring 2025 semester beginning on December 18, 2024, via the “Self Service Carolina” student portal. The deadline for payment of tuition for the Spring 2025 semester was January 28, 2025.

6. Plaintiff's full bill for the Spring 2025 semester, inclusive of tuition and housing-related charges, totaled \$29,844.71.

7. Plaintiff submitted partial payment via a federal student loan totaling \$4,863.00.

8. Following dispersal of Plaintiff's federal loan, the remaining balance the time was \$24,981.71. This remainder was due in full by January 28, 2025.

9. Plaintiff did not pay tuition by the deadline January 28, 2025.

10. In full compliance with the standard procedure for non-payment of tuition, Plaintiff was dropped from class rolls. A student removed from class rolls due to non-payment of tuition receives no course grades for that semester. The tuition, academic fees, and financial aid were thus removed from his account, and his partial loan payment was returned to the lender.

11. Plaintiff incurred a debt to the University totaling \$1,922.01 for the housing and meal plan utilized by Plaintiff prior to removal for non-payment and late payment fee.

12. Due to the outstanding debt, the University placed a hold on the dispersal of any records of Plaintiff, if any, pursuant to standard procedure.

13. On or about January 12, 2026, Plaintiff agreed to a structured repayment schedule with the University [Attachment 1], pursuant to which Plaintiff agreed to pay half of the outstanding balance (\$961.00) immediately and to pay the remainder in six monthly installments. Immediately upon payment of the first half of the debt on or about January 12, 2026, the University lifted the hold on his account.

14. I never engaged in any negligent, wrongful, unlawful, or indifferent conduct towards Plaintiff, and I do not know of anyone who engaged in any negligent, wrongful, unlawful, or indifferent conduct towards Plaintiff.

15. The termination of Plaintiff's enrollment and the resulting lack of a transcript for the Spring 2025 semester arises entirely from the standard procedure for handling non-payment. No University of South Carolina personnel acted with any discriminatory animus, gross negligence, deliberate indifference, or unlawful motivation.

16. I did not violate the rights of Plaintiff, and I do not know of anyone who violated the rights of Plaintiff.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Nicole Pressley  
(Affiant)

SWORN TO AND SUBSCRIBED  
BEFORE ME  
This 26 day of February, 2026, in  
Columbia, South Carolina.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 10/23/2028



# ATTACHMENT

1

Repayment Agreement



Student Customer Services  
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA  
OFFICE OF THE BURSAR  
REPAYMENT AGREEMENT

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**.

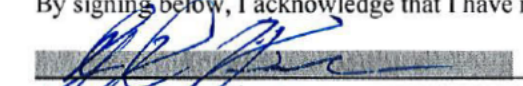

Per the University Bursar, the transcript hold will be released upon payment of **\$961.00**, which may be paid either in a lump sum or through at least **three (3) consecutive monthly payments** totaling that amount. Once the hold is removed and the transcript is sent to the Law School Admission Council,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

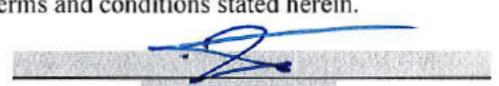
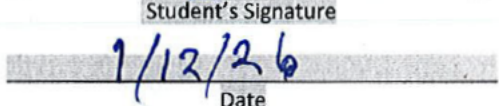
I further understand that, in accordance with University policy, a **HOLD has been or will be placed** on my student records. This HOLD will prevent me from requesting transcripts, registering for future terms, or receiving my diploma until all outstanding debts to the University are fully satisfied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

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.

  
Authorized Bursar Signature  
  
Date

  
Student's Signature  
  
Date

Current Address: [REDACTED]  
City: [REDACTED]  
Telephone: [REDACTED]  
Email address: [REDACTED]

1/12/2026

Payments may be made in Bursar's Office [REDACTED] from 8:30 a.m. until 5:00 p.m. Monday through Friday.  
Payments may be mailed to: [REDACTED] Payments may be made online:

Bursar's Office  
Student Customer Services

Marketplace

[REDACTED]

Contact Bursar's Office at [REDACTED] or email [REDACTED] if you have questions or comments regarding this repayment agreement.