

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

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

Appellate Case No.: 2026-000348

**DECLARATION OF UBONG CHRISTOPHER UBOKUDOM REGARDING
RESPONDENT'S NON-RESPONSIVENESS AND ADMINISTRATIVE DELAY**

I, Ubong Christopher Ubokudom, declare as follows:

1. I am the Petitioner in the above-entitled action. I have personal knowledge of the facts set forth herein.
2. Since the inception of this emergency litigation on February 13, 2026, I have made **no fewer than fifteen (15) distinct attempts** to engage with Respondent's counsel, Jacob Biltoft, to coordinate service, briefing schedules, and emergency hearings. (See **Attachment 2**, Email Log).
3. Specifically, on **February 23, 2026, and February 24, 2026**, I sent multiple emails titled "Scheduling Coordination" and "EMERGENCY SCHEDULING & RULE 6(d) NOTICE" to Mr. Biltoft and the Court's administrative staff. These communications were direct invitations for Respondent to cooperate on a timeline that would prevent irreparable harm to my Law School application cycle.
4. To date, Mr. Biltoft has provided **zero responses** to my inquiries. This silence has persisted despite my prompt service of the **Second Amended Complaint** on February 20, 2026, and the **Notice of Supplemental Filing** on February 23, 2026.
5. Furthermore, as of February 27, 2026, the trial court has failed to approve or schedule the emergency hearing requested for March 6, 2026, and my Motion for Leave to Proceed *In Forma Pauperis* (IFP) remains without a ruling.
6. Respondent's strategy of "silence and extension" is a tactical attempt to exhaust my financial resources (specifically the \$961.00 withheld by USC) and to run out the clock on the Fall 2026 Law School admission cycle.
7. Because both the trial court and opposing counsel have remained paralyzed, I am left without any adequate remedy at law other than the immediate intervention of this Court.

I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

Executed this 28th day of February, 2026, at Columbia, South Carolina.



Dated: 2/28/26

Ubong Christopher Ubokudom

P.O. Box 1594
Columbia, SC 29202

Pro Se Plaintiff

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

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

Appellate Case No.: 2026-000348

Email Attempts to USC Counsel

from: **Chris Ubokudom** <cubok1@gmail.com>
to: Chris Ubokudom <cubok1@gmail.com>
date: Feb 13, 2026, 10:51 AM
subject: Emergency USC TRO email

from: **Chris Ubokudom** <cubok1@gmail.com>
to: jbiltoft@mckayfirm.com
date: Feb 13, 2026, 1:09 PM
subject: Emergency Filing notice – Plaintiff’s Renewed Emergency Motion for Temporary Restraining Order

from: **Chris Ubokudom** <cubok1@gmail.com>
to: jbiltoft@mckayfirm.com,
"rmaceachern@sccourts.org" <rmaceachern@sccourts.org>,
"rjefferson@sccourts.org" <rjefferson@sccourts.org>,
esmith@scag.gov,
agwilson@scag.gov,
eService@sao20.org
date: Feb 14, 2026, 12:48 PM
subject: EMERGENCY NOTICE: Intent to File Petition for Writ of Mandamus - [Case No. 2026CP4000645]

from: **Chris Ubokudom** <cubok1@gmail.com>
to: ctappfilings@sccourts.org

cc: jbiltoft@mckayfirm.com,
"rmaceachern@sccourts.org" <rmaceachern@sccourts.org>,
"rjefferson@sccourts.org" <rjefferson@sccourts.org>,
esmith@scag.gov,
agwilson@scag.gov,
eService@sao20.org

date: Feb 18, 2026, 9:35 AM

subject: NOTICE OF FILING: Proof of Service - Ubokudom v. Coble, et al. (Case No. [To be assigned])

from: **Chris Ubokudom** <cubok1@gmail.com>

to: ctappfilings@sccourts.org

cc: jbiltoft@mckayfirm.com

date: Feb 19, 2026, 12:32 PM

subject: SECOND CORRECTION OF DEFICIENCY: Proof of Service for IFP Motion - Case No. 2026-000348

from: **Chris Ubokudom** <cubok1@gmail.com>

to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>

date: Feb 19, 2026, 2:02 PM

subject: Notice Delivery

mailed-by: gmail.com

from: **Chris Ubokudom** <cubok1@gmail.com>

to: jbiltoft@mckayfirm.com,
"rmaceachern@sccourts.org" <rmaceachern@sccourts.org>,
"rjefferson@sccourts.org" <rjefferson@sccourts.org>,
esmith@scag.gov,
agwilson@scag.gov,
eService@sao20.org

date: Feb 17, 2026, 3:02 PM

subject: NOTICE OF FILING: Emergency Petition for Writ of Mandamus - Ubokudom v. Coble, et al.

from: **Chris Ubokudom** <cubok1@gmail.com>
to: ctappfilings@sccourts.org
cc: jbiltoft@mckayfirm.com
date: Feb 18, 2026, 1:25 PM
subject: CORRECTION OF DEFICIENCY: Appellate Case No. 2026-000348 - Ubong C. Ubokudom v. USC

from: **Chris Ubokudom** <cubok1@gmail.com>
to: esmith@scag.gov,
agwilson@scag.gov,
rmaceachern@sccourts.org,
rjefferson@sccourts.org,
eService@sao20.org,
jbiltoft@mckayfirm.com
date: Feb 13, 2026, 10:49 AM
subject: EMERGENCY FILING - CASE NO. 2026CP4000645 - RENEWED MOTION FOR TRO - HEARING REQUESTED

from: **Chris Ubokudom** <cubok1@gmail.com>
to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 23, 2026, 12:40 PM
subject: Scheduling Coordination: Motion for Leave to File Second Amended Complaint (Case No. 2026-CP-400-0645)
mailed-by: gmail.com

from: **Chris Ubokudom** <cubok1@gmail.com>
to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 21, 2026, 11:04 AM
subject: Electronic Service of Process: Case No. 2026-CP-400-0645 – Second Amended Complaint and Related Motions

from: **Chris Ubokudom** <cubok1@gmail.com>

to: rmaceachern@sccourts.org,
rjefferson@sccourts.org
cc: borer.athena@richlandcountysc.gov,
"jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 24, 2026, 11:29 AM
subject: EMERGENCY SCHEDULING & RULE 6(d) NOTICE: Ubokudom v. USC | Case No.
2026-CP-400-0645

from: **Chris Ubokudom** <cubok1@gmail.com>
to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 23, 2026, 1:36 PM
subject: SERVICE OF FILING: Notice of Supplemental Filing - Case No. 2026-000348

from: **Chris Ubokudom** <cubok1@gmail.com>
to: ctappfilings@sccourts.org
cc: jbiltoft@mckayfirm.com
date: Feb 23, 2026, 12:26 PM
subject: FILING AND SERVICE: Appellate Case No. 2026-000348 - Notice of Supplemental Filing

from: **Chris Ubokudom** <cubok1@gmail.com>
to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 24, 2026, 12:20 PM
subject: SERVICE OF FILING: Notice of Hearing and Proof of Service - Case No.
2026-CP-400-0645

from: **Chris Ubokudom** <cubok1@gmail.com>
to: "jbiltoft@mckayfirm.com" <jbiltoft@mckayfirm.com>
date: Feb 25, 2026, 4:14 PM
subject: Service of Process: Ubokudom v. University of South Carolina (Case No.
2026-CP-400-0645)

Respectfully,



Dated: 2/28/26

Ubong Christopher Ubokudom

P.O. Box 1594

Columbia, SC 29202

Pro Se Petitioner

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

Ubong Christopher Ubokudom, Plaintiff,

v.

The University of South Carolina, Defendant.

Case No.: 2026-CP-400-0645

MOTION TO SUPPLEMENT MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, Ubong Christopher Ubokudom, appearing pro se, respectfully moves this Court for an Order supplementing his pending Motion for Leave to File a Second Amended Complaint. Specifically, Plaintiff seeks to formally include a cause of action for Breach accompanied by Fraud and Intentional Infliction of Emotional Distress and defamation per se and the update to count IV to ensure the pleadings accurately reflect the evolving facts and the legal arguments set forth in the Plaintiff's Memorandum of Law.

I. GROUNDS FOR MOTION

1. Since the filing of the initial and first amended complaints, Plaintiff has confirmed that the Defendant knowingly communicated false information to the Law School Admission Council (LSAC), asserting that the Plaintiff had "no enrollment history."
2. These statements are directly contradicted by the University's own internal records and the Plaintiff's physical University Identification Card, proving the statements were made with malice or reckless disregard for the truth.
3. Under Rule 15, SCRCP, amendments and supplements to pleadings should be "freely given" to ensure the merits of the case are fully adjudicated.
4. Including this specific cause of action provides the necessary legal framework for the damages sought and prevents any procedural inconsistency between the Complaint and the Memorandum of Law.

II. PROPOSED SUPPLEMENTAL COUNTS Plaintiff hereby incorporates by reference all previous allegations and adds the following:

5. COUNT VII: DEFAMATION PER SE The Defendant knowingly published false statements to third-party gatekeeping institutions (LSAC) regarding the Plaintiff's academic and enrollment history. These statements injure the Plaintiff in his profession and reputation. Given the intentional nature of this conduct and the catastrophic collateral harm it has caused to the Plaintiff's career and his minor daughter's legal safety, Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

6. COUNT VIII: BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT

2026 FEB 25 PM 3:55
HEANETTE W. MCDONALD
C.C.P. 5th DISTRICT
RICHLAND COUNTY
FILED

- A. Plaintiff realleges and incorporates by reference all previous paragraphs.
- B. A contract existed between the Plaintiff and the University of South Carolina, whereby the University agreed to provide educational services and maintain accurate academic records in exchange for enrollment and tuition obligations.
- C. The University breached this contract by refusing to issue an accurate transcript and by attempting to "nullify" the Plaintiff's enrollment history.
- D. This breach was accompanied by a **fraudulent act**: specifically, the University's Registrar admitted in writing that the Plaintiff "registered and attended," yet the University subsequently and intentionally published a "letter of non-enrollment" to the LSAC stating the Plaintiff had "no official record of academic work."
- E. This contradictory behavior—admitting attendance internally while denying it to external gatekeeping institutions—constitutes a fraudulent act intended to deprive the Plaintiff of the benefits of his contractual relationship with the school.
- F. Pursuant to South Carolina law, a breach of contract accompanied by a fraudulent act entitles the Plaintiff to **punitive damages**.

7. COUNT IX: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- A. Plaintiff realleges and incorporates by reference all previous paragraphs.
- B. The University's conduct in this matter is so extreme and outrageous as to exceed all possible bounds of decency and is regarded as atrocious and utterly intolerable in a civilized community.
- C. The University, through its agents, acted with the specific intent to inflict emotional distress or acted with reckless disregard for the high probability that severe emotional distress would result.
- D. The University's Registrar explicitly stated in writing that she "failed to see how [releasing a transcript] would benefit" the Plaintiff, demonstrating a subjective, malicious intent to obstruct the Plaintiff's professional life.
- E. The University was aware that the Plaintiff was facing terminal deadlines for law school and was managing life-critical federal litigation for his minor daughter.
- F. By choosing to "professionally murder" the Plaintiff's career and endanger the safety of his daughter over an administrative task that takes less than one hour, the University has caused the Plaintiff to suffer severe emotional distress, anxiety, and mental anguish of a nature that no reasonable person could be expected to endure.

8. THE UNIVERSITY'S ACTIONS CONSTITUTE A BREACH OF DUTY AND ARE "ARBITRARY AND CAPRICIOUS" UNDER THE SC APA

9. Under South Carolina law, an administrative action is 'arbitrary and capricious' when it is without a rational basis or is taken without consideration of the facts. *State ex rel. Med. Univ. of S.C. v. Cassot*, 280 S.C. 516 (1984).

STANDARD OF JUDICIAL REVIEW UNDER THE SC APA

10. Pursuant to **S.C. Code Ann. § 1-23-380**, this Court has the statutory authority to reverse or modify an agency's decision if the substantial rights of the appellant have been prejudiced because the administrative findings are "**clearly erroneous in view of the reliable, probative,**

and substantial evidence on the whole record.” In this matter, the "whole record" includes the University's own financial receipts (**Exhibit H**) and internal account statements (**Exhibit I**) which prove the Plaintiff's enrollment. Therefore, the University's certification of "No Record" to third parties is not only factually incorrect but is "clearly erroneous" under the law. The Court must exercise its power of review to prevent the irreparable harm caused by this administrative error.

11. The Plaintiff has updated **Count IV** to clarify that the University's conduct constitutes a **Breach of Duty under the South Carolina Administrative Procedures Act (S.C. Code Ann. § 1-23-310 et seq.)**. As a state institution, the University has a non-discretionary, statutory duty to maintain and provide accurate student records. The University's recent actions are "arbitrary and capricious" for the following reasons:

- A. **Irrational Disregard of Internal Records:** The University issued a "Non-Enrollment" letter (**Exhibit C**) despite maintaining internal records showing the Plaintiff registered and attended classes (**Exhibit A**), and an account statement for **Spring 2025** showing a **\$0.00 balance** (**Exhibit I**). Under the SC APA, it is arbitrary for a state agency to certify a "No Record" status while simultaneously holding financial proof of that very enrollment.
- B. **Abuse of Administrative Discretion:** The administrative trail of federal funding attached to the Spring 2025 term (**Exhibit I**) proves the existence of the record the University now seeks to deny. A state agency cannot "erase" a student's history after receiving payments for a debt for housing, which in the signed contract indicated transcripts would be released (**Exhibit G**).
- C. **Subjective and Malicious Refusal:** The statement from a University official asserting they "**fail to see how [releasing a transcript] would benefit**" the Plaintiff (**Exhibit J**) is the definition of arbitrary decision-making. Administrative duties must be performed based on law and policy, not on an official's subjective opinion of whether the record "benefits" the citizen requesting it.
- D. **Finality of Obstruction:** The University's "last response" (**Exhibit K**) confirming they instructed the LSAC to remove the University from the Plaintiff's record—knowing this would stall law school applications—demonstrates a reckless disregard for mandatory administrative procedures.

Because these actions lack any rational basis and contradict the University's own evidence, they constitute a Breach of Duty under the SC APA and must be addressed in this Second Amended Complaint.

III. CONCLUSION Plaintiff respectfully requests that the Court grant this Motion to Supplement and allow the Second Amended Complaint to be heard with the inclusion of the Defamation Per Se claim, counts for Breach of Contract accompanied by a Fraudulent Act and IIED and the Updated title for Count IV, as the University's own admissions reveal a level of malice that far exceeds mere administrative error.

Respectfully,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Dated: 2/25/26

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

Pro Se Plaintiff

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

Ubong Christopher Ubokudom, *Plaintiff*,

v.

The University of South Carolina, *Defendant*.

Case No.: 2026-CP-400-0645

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT

RICHLAND COUNTY
FILED
2026 FEB 25 PM 3:38
JEANETTE W. MCBRIDE
CLERK, C.D. & F.C.

Plaintiff, Ubong Christopher Ubokudom, appearing *pro se*, respectfully submits this Memorandum of Law in support of his Motion for Leave to File a Second Amended Complaint pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure.

I. INTRODUCTION This litigation is the result of an administrative failure that should have required less than one hour to resolve. The Plaintiff possesses a valid University Student ID—undisputed physical evidence of his status. Despite this, the University has engaged in a months-long campaign of administrative suppression, withholding academic records and obstructing the Plaintiff's professional future. Because the University's inaction has persisted even after the commencement of this suit, the damages have escalated to a point of catastrophic collateral liability, necessitating this amendment.

II. LEGAL STANDARD Rule 15(a), SCRPC, provides that after a responsive pleading is served, a party may amend his pleading by leave of court, and "leave shall be freely given when justice so requires." South Carolina courts have long held that this rule should be liberally construed to allow cases to be decided on their merits. *Reitzer v. S.C. State Highway Dept.*, 145 S.C. 396 (1928).

III. ARGUMENT

1. The Amendment is Necessary to Reflect Escalating Collateral Liability. Since the end of November 2025, the Plaintiff has been forced to divert hundreds of hours away from LSAT preparation and pending litigation involving his minor daughter to combat the University's "gatekeeping" of his records. The University's refusal to perform a simple ministerial act (verifying student status) has created a "domino effect" of harm. This includes missing critical law school scholarship deadlines and jeopardizing the Plaintiff's ability to act as a legal advocate for his daughter in **Federal Case No. 3:25-cv-12608-SAL-PJG**. The \$1,000,000,000.00 demand reflects the total value of the life and legal interests the University is currently holding hostage.

2. The University's Conduct Constitutes Gross Negligence. In South Carolina, gross negligence is the intentional failure to perform a manifest duty in reckless disregard of the consequences. The University knows the Plaintiff's terminal deadlines. They know the pending legal stakes for his daughter. Their choice to prioritize a disputed administrative debt over their educational mission—when a remedy would take less than sixty minutes to implement—is the definition of gross negligence. This lawsuit would be laughable if the damage inflicted were not so severe.

3. There is No Prejudice to the Defendant. This case is in its infancy. No trial date has been set, and discovery has not commenced. The Defendant is not "blind-sided" by these claims; they have been on notice of the Plaintiff's status and the emergency nature of these deadlines since the beginning of February. Allowing this amendment ensures the Court has an accurate record of the current harm.

IV. CAUSE OF ACTION: DEFAMATION PER SE AND COLLATERAL HARM

4. False Statements to Third Parties The University has knowingly communicated false information to the Law School Admission Council (LSAC), asserting that the Plaintiff has "no enrollment history" and was "never a student". This is in direct contradiction to the University's internal admissions that the Plaintiff was formally admitted, registered for full-time classes, stayed in university housing, used a meal plan, and—critically—"**attended**" classes.

5. Defamation Per Se In South Carolina, a statement is defamatory *per se* when it tends to injure a person in their profession or business. By falsely reporting a "non-enrollment" status to the gatekeeping authority for legal education (LSAC), the University is effectively branding the Plaintiff as a fraud or as someone who misrepresented their academic history. This creates an immediate and permanent stain on the Plaintiff's professional reputation before he has even entered the legal field.

6. Comparison to Recent Precedent: *Dominion v. Fox News* The scale of the requested damages in this matter is justified by the intentional nature of the University's conduct. In the landmark case of *Dominion Voting Systems v. Fox News Network*, a judgment of **\$787.5 million** was reached solely on the basis of defamation. While that case focused primarily on reputational and financial harm to a corporation, the present case involves far more severe consequences.

7. Aggravating Factors and Collateral Liability Unlike the aforementioned *Fox News* case, which dealt strictly with defamation, the present matter involves:

- A. **Irreparable Harm to a Minor:** The University's obstruction has paralyzed the Plaintiff's ability to act as a legal advocate for his minor daughter in ongoing, high-stakes litigation.
- B. **Permanent Damages and Life-Threatening Risks:** In the federal litigation, the harm inflicted upon the minor and the Plaintiff includes permanent damages and circumstances that could have led to their death. The University's "gatekeeping" of records serves as a direct catalyst for these life-altering risks.

- C. **Intentional Malice:** The University admitted the Plaintiff "attended" but chose to send a "non-enrollment" letter to LSAC as a tactical maneuver to avoid producing a transcript.

V. THE JUSTIFICATION FOR ESCALATED DAMAGES: DEFAMATION PER SE

8. Intentional Falsehoods to Third Parties The Plaintiff's Second Amended Complaint includes a claim for **Defamation Per Se**. As evidenced by the attached exhibits [Refer to the Email regarding no enrollment history], the University's Registrar admitted that the Plaintiff "**registered and attended**" classes, lived in university housing, and utilized a meal plan. Despite this internal knowledge, the University knowingly sent letters to the Law School Admission Council (LSAC) stating that the Plaintiff has "**no record of academic work**" and "**no enrollment history.**"

9. Comparison to the *Dominion v. Fox News* Standard To address the scale of the damages requested (\$1,000,000,000.00), the Court should look to recent judicial precedents regarding intentional, malicious defamation. In *Dominion Voting Systems v. Fox News*, a judgment of **\$787.5 million** was reached based solely on the communication of known falsehoods.

10. Why This Matter Merits a Higher Valuation While the *Fox News* case involved corporate reputational harm, the present case involves **aggravating factors** that far exceed that threshold:

- A. **Irreparable Harm to a Minor:** The University's defamation served as the "gatekeeper" that prevented the Plaintiff from protecting his minor daughter in separate, life-critical litigation.
- B. **Life-Threatening Consequences:** In the Federal Case (No. 3:25-cv-12608), the inability to move forward caused by the University's obstruction has led to permanent damages and circumstances that posed a direct threat to the lives of the Plaintiff and his daughter.
- C. **Professional Annihilation:** By telling the LSAC that the Plaintiff—a law school applicant—misrepresented his enrollment, the University has committed "professional murder" before the Plaintiff's career even began.

11. Conclusion on Damages If a corporate defamation case is worth nearly \$800 million, then a case involving **Defamation + Gross Negligence + Irreparable Physical Harm to a Minor + Permanent Professional Obstruction** is undeniably worth the **One Billion Dollar** judgment sought in the Second Amended Complaint. The amount is not arbitrary; it is a reflection of the total destruction of the Plaintiff's and his daughter's legal and physical security.

12. Justification for the \$1,000,000,000.00 Judgment The University is not merely making a clerical error; it is engaging in a calculated attempt to nullify the Plaintiff's existence at the institution. When the University's defamation is combined with the breach of contract, gross

negligence, and the catastrophic collateral harm to a minor's life and safety, a judgment of **One Billion Dollars** is not only reasonable but necessary to address the total scope of the damage.

VI. THE UNIVERSITY'S ADMISSIONS PROVE FRAUD AND INTENTIONAL DISTRESS

13. Breach of Contract Accompanied by a Fraudulent Act Under South Carolina law, a breach of contract accompanied by a fraudulent act—such as a dishonest or misleading act in connection with the breach—entitles a plaintiff to punitive damages. Here, the "fraudulent act" is documented in the University's own emails. On January 20, 2026, the Registrar admitted in writing that the Plaintiff "registered and attended". Yet, on that same day, the University mailed a "letter of non-enrollment" to the LSAC stating the Plaintiff had "no enrollment history". This intentional contradiction between internal truth and external falsehood is the definition of a fraudulent act.

14. Intentional Infliction of Emotional Distress (IIED) The University's conduct exceeds all bounds of decency. The Registrar's written statement that she "failed to see how [releasing a transcript] would benefit" the Plaintiff reveals a subjective intent to cause professional harm. When a major state institution knowingly uses its administrative power to "professionally murder" a student's future while being fully aware that his minor daughter's legal safety is also at risk in federal litigation, the conduct is "outrageous" under the law.

VII. THE UNIVERSITY'S ACTIONS CONSTITUTE A BREACH OF DUTY AND ARE "ARBITRARY AND CAPRICIOUS" UNDER THE SC APA

15. Under South Carolina law, an administrative action is 'arbitrary and capricious' when it is without a rational basis or is taken without consideration of the facts. *State ex rel. Med. Univ. of S.C. v. Cassot*, 280 S.C. 516 (1984).

STANDARD OF JUDICIAL REVIEW UNDER THE SC APA

16. Pursuant to **S.C. Code Ann. § 1-23-380**, this Court has the statutory authority to reverse or modify an agency's decision if the substantial rights of the appellant have been prejudiced because the administrative findings are "**clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record.**" In this matter, the "whole record" includes the University's own financial receipts (**Exhibit H**) and internal account statements (**Exhibit I**) which prove the Plaintiff's enrollment. Therefore, the University's certification of "No Record" to third parties is not only factually incorrect but is "clearly erroneous" under the law. The Court must exercise its power of review to prevent the irreparable harm caused by this administrative error.

17. The Plaintiff has updated **Count IV** to clarify that the University's conduct constitutes a **Breach of Duty under the South Carolina Administrative Procedures Act (S.C. Code Ann. § 1-23-310 et seq.)**. As a state institution, the University has a non-discretionary, statutory duty to maintain and provide accurate student records. The University's recent actions are "arbitrary and capricious" for the following reasons:

- A. **Irrational Disregard of Internal Records:** The University issued a "Non-Enrollment" letter (**Exhibit C**) despite maintaining internal records showing the Plaintiff registered and attended classes (**Exhibit A**), and an account statement for **Spring 2025** showing a **\$0.00 balance** (**Exhibit I**). Under the SC APA, it is arbitrary for a state agency to certify a "No Record" status while simultaneously holding financial proof of that very enrollment.
- B. **Abuse of Administrative Discretion:** The administrative trail of federal funding attached to the Spring 2025 term (**Exhibit I**) proves the existence of the record the University now seeks to deny. A state agency cannot "erase" a student's history after receiving payments for a debt for housing, which in the signed contract indicated transcripts would be released (**Exhibit G**).
- C. **Subjective and Malicious Refusal:** The statement from a University official asserting they "**fail to see how [releasing a transcript] would benefit**" the Plaintiff (**Exhibit J**) is the definition of arbitrary decision-making. Administrative duties must be performed based on law and policy, not on an official's subjective opinion of whether the record "benefits" the citizen requesting it.
- D. **Finality of Obstruction:** The University's "last response" (**Exhibit K**) confirming they instructed the LSAC to remove the University from the Plaintiff's record—knowing this would stall law school applications—demonstrates a reckless disregard for mandatory administrative procedures.

Because these actions lack any rational basis and contradict the University's own evidence, they constitute a Breach of Duty under the SC APA and must be addressed in this Second Amended Complaint.

VIII. CONCLUSION

18. The Plaintiff does not seek a windfall; he seeks justice for a harm that is active and daily. The University has abandoned its duty to its students, choosing instead to act as an obstacle to the legal profession and a threat to the safety of the Plaintiff's family. For the foregoing reasons, and based on the newly added counts for Breach accompanied by Fraud and Intentional Infliction of Emotional Distress and defamation per se and the update to count IV, **Plaintiff respectfully requests that the Court grant leave to file the Second Amended Complaint.**

Respectfully,



Dated: 2/25/26

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

Pro Se Plaintiff

**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. This action is brought exclusively under the common law and statutes of the State of South Carolina, and Plaintiff asserts no claims arising under the Constitution or laws of the United States.

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 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:

- A. Plaintiff's LSAT preparation was impaired;
- B. Plaintiff missed scholarship deadlines requiring complete transcripts;
- C. Plaintiff was prevented from applying for certain scholarships altogether; and
- D. 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 may not only cause 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.

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. COUNT I: 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. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

43. COUNT II: 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. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

44. COUNT III: 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. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

45. COUNT IV: Breach of Duty under the SC Administrative Procedures Act: 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. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

46. COUNT V: Negligence: Defendant failed to exercise the standard of care required to maintain and provide accurate student records. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

47. COUNT VI: 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.

- A. Plaintiff realleges and incorporates by reference all preceding paragraphs as if set forth fully herein.
- B. The Defendant University owed the Plaintiff a duty of care to maintain accurate academic records and to communicate truthfully with third-party institutions (LSAC/Parchment).
- C. The Defendant breached this duty by certifying that the Plaintiff was "never enrolled" despite having internal knowledge and physical evidence (ID cards and system identifiers) to the contrary.
- D. This breach was not a mere oversight; it was **willful, wanton, and reckless**, demonstrating a conscious disregard for the Plaintiff's professional future and the safety of his minor child.
- E. The Defendant's "willful and wanton" conduct is evidenced by their simultaneous admission of Plaintiff's attendance and their public denial of the same .
- F. As a direct and proximate result of this gross negligence, the Plaintiff has suffered irreparable reputational harm, emotional distress, and the potential loss of a law school career. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

48. COUNT VII: DEFAMATION PER SE The Defendant knowingly published false statements to third-party gatekeeping institutions (LSAC) regarding the Plaintiff's academic and enrollment history. These statements injure the Plaintiff in his profession and reputation. Given the intentional nature of this conduct and the catastrophic collateral harm it has caused to the Plaintiff's career and his minor daughter's legal safety, Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

49. COUNT VIII: BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT

- A. Plaintiff realleges and incorporates by reference all previous paragraphs.
- B. A contract existed between the Plaintiff and the University of South Carolina, whereby the University agreed to provide educational services and maintain accurate academic records in exchange for enrollment and tuition obligations.
- C. The University breached this contract by refusing to issue an accurate transcript and by attempting to "nullify" the Plaintiff's enrollment history.
- D. This breach was accompanied by a **fraudulent act**: specifically, the University's Registrar admitted in writing that the Plaintiff "registered and attended," yet the University subsequently and intentionally published a "letter of non-enrollment" to the LSAC stating the Plaintiff had "no official record of academic work."

- E. This contradictory behavior—admitting attendance internally while denying it to external gatekeeping institutions—constitutes a fraudulent act intended to deprive the Plaintiff of the benefits of his contractual relationship with the school.
- F. Pursuant to South Carolina law, a breach of contract accompanied by a fraudulent act entitles the Plaintiff to **punitive damages**. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

50. COUNT IX: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- A. Plaintiff realleges and incorporates by reference all previous paragraphs.
- B. The University's conduct in this matter is so extreme and outrageous as to exceed all possible bounds of decency and is regarded as atrocious and utterly intolerable in a civilized community.
- C. The University, through its agents, acted with the specific intent to inflict emotional distress or acted with reckless disregard for the high probability that severe emotional distress would result.
- D. The University's Registrar explicitly stated in writing that she "failed to see how [releasing a transcript] would benefit" the Plaintiff, demonstrating a subjective, malicious intent to obstruct the Plaintiff's professional life.
- E. The University was aware that the Plaintiff was facing terminal deadlines for law school and was managing life-critical federal litigation for his minor daughter.
- F. By choosing to "professionally murder" the Plaintiff's career and endanger the safety of his daughter over an administrative task that takes less than one hour, the University has caused the Plaintiff to suffer severe emotional distress, anxiety, and mental anguish of a nature that no reasonable person could be expected to endure. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

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

51. 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.

52. 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.

53. 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

54. 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

55. 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.

56. 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.

57. 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

58. 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.

59. 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

60. 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

61. 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

62. 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

63. 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

64. 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

65. 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.

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

A. Declaratory Judgment: An Order declaring that Plaintiff was a duly admitted and enrolled student at the University of South Carolina, and that the University's "non-enrollment" letters were false and defamatory.

B. Mandatory Permanent Injunction: An Order compelling the Defendant to immediately produce and release an accurate, complete academic transcript and all educational records to the Plaintiff and the LSAC;

C. Actual and Compensatory Damages: Award Plaintiff actual damages for professional obstruction, loss of scholarship opportunities, and the costs associated with the LSAT and law school applications;

D. 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.

E. Defamation Damages: Award Plaintiff damages for the malicious and intentional publication of false information to the LSAC, which has caused permanent reputational harm and "professional murder" of Plaintiff's legal career;

F. Collateral Liability Damages: Award damages for the irreparable harm caused to Plaintiff's minor daughter, as the University's obstruction directly sabotaged Plaintiff's ability to protect her legal, physical, and life-safety interests in Case No. 3:25-cv-12608-SAL-PJG;

G. Plaintiff seeks Actual, Consequential, and **Punitive Damages** for the Defendant's **willful, wanton, and reckless disregard**. **Punitive Damages:** In light of the University's gross negligence and malicious conduct—comparable to the intentional falsehoods in *Dominion v. Fox News*—award punitive damages to deter such conduct in the future; award punitive damages in an amount sufficient to deter such conduct in the future, given the Defendant's status as a state-funded institution with a significant financial reach;

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

I. Damages for Breach Accompanied by a Fraudulent Act: Award Plaintiff significant punitive damages for the Defendant's fraudulent conduct in acknowledging Plaintiff's attendance internally while intentionally misrepresenting a "non-enrollment" status to third-party institutions (LSAC);

J. Damages for Intentional Infliction of Emotional Distress: Award compensatory damages for the severe mental anguish and emotional distress caused by the Defendant's outrageous

and malicious obstruction, which the Defendant knew would jeopardize the safety and legal rights of the Plaintiff's minor daughter;

K. Total Judgment Justification: Enter a total cumulative judgment against the Defendant in the amount of **\$1,000,000,000.00 (One Billion Dollars)**. This amount is justified by the scale of the intentional defamation, the fraudulent nature of the breach, the outrageous infliction of emotional distress, **willful, wanton, and reckless disregard** and the catastrophic, life-threatening collateral risks created by the Defendant's ongoing obstruction;

L. Weekly Contempt Sanctions: Impose a weekly penalty of **\$25,000,000.00** for every week the University fails to comply with the Court's order to release the records, beginning April 30, 2026;

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

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

O. 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.

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

Q. Issue declaratory relief as requested herein;

R. 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.

S. 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.

T. Enjoin USC from misrepresenting Plaintiff's enrollment status to third parties;

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

V. Order repayment of \$961.00 immediately;

W. 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.

- X. Impose weekly penalties and cumulative judgment as outlined above
- Y Award all legal fees and costs incurred by Plaintiff in this action; and
- Z. Award such other relief as the Court deems just and proper.

XIII. JURY DEMAND

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

XIV. VERIFICATION

68. 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 25th day of February, 2026, in Columbia, South Carolina.

PLAINTIFF'S SIGNATURE:



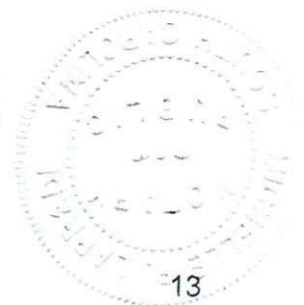
Ubong Christopher Ubokudom
Plaintiff, Pro Se

"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 25 day of February, 2026, by Ubong Christopher Ubokudom, who is personally known to me or who has produced satisfactory identification.

NOTARY PUBLIC SIGNATURE:
Notary Public for South Carolina



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

Ubong Christopher Ubokudom, *Plaintiff*,

v.

The University of South Carolina, *Defendant*.

Case No.: 2026-CP-400-0645

RICHLAND COUNTY
 FILED
 2026 FEB 25 PM 3:42
 JEANETTE M. McBRIDE
 C.C.P., G.S., & F.C.

Exhibit Index for Supplemental Second Amended Complaint

Exhibit	Document Description	Core Evidentiary Purpose / Legal Link
A	Registrar Correspondence (Jan 20, 2026)	Internal Admission of Truth: States: "You applied, were accepted, you registered and attended [classes]." Supports Count VIII (Fraud).
B	University Identification Card (Front & Back)	Physical Proof: Displays Plaintiff's photo and unique USCID (T07579056). Supports Count I (Declaratory Judgment).
C	Official "Non-Enrollment" Letter (Jan 20, 2026)	The Contradiction: Certification stating Plaintiff "never enrolled," issued the same day as Exhibit A. Supports Count VII (Defamation) and Count VIII (Fraud).
D	Parchment Cancellation Notice	Proof of Publication: Confirms the University communicated the "No Record" falsehood to third-party services. Supports Count VII (Defamation).

E	Federal Case Packet (Case No. 3:25-cv-12608)	Collateral Harm: Documents the high stakes involving Plaintiff's daughter's safety. Supports Count VI (Gross Negligence) and Count IX (IIED).
F	Harvard Law School Notice (Feb 23, 2026)	Irreparable Harm: Proves the University's obstruction threatens immediate career destruction. Supports Injunctive Relief.
G	USC Repayment Agreement (Signed 1/12/2026)	The Contract: Signed legal agreement where USC agreed to restore account status and release records. Supports Count II (Breach of Contract).
H	Official USC Receipt #655761 (\$961.00)	Performance: Dated 01/12/2026. Physical proof that Plaintiff fulfilled the financial terms of the contract. Supports Count III (Promissory Estoppel).
I	<p>USC Account Statement (Dated 1/12/2026)</p> <p>Financial Aid / Pell Grant History</p> <p>Financial Aid / Pell Grant History</p>	<p>Conclusive Proof: Official statement for "Term: Spring 2025" showing a "\$0.00 Balance." Proves enrollment existed. Supports Count VIII (Fraud).</p> <p>Administrative Trail: Shows federal funding attached to the Spring 2025 term. Supports Count IV (Breach of Duty under the SC Administrative Procedures Act.).</p> <p>Administrative Trail: Shows federal funding attached to the Spring 2025 term. Supports Count IV (Breach of Duty under the SC Administrative Procedures Act.)</p>

J	Email from University Official (Subjective refusal. Jan 16, 2026)	<p>Outrageous Conduct: Contains the statement from a University official stating they "fail to see how [releasing a transcript] would benefit" the Plaintiff. This demonstrates a subjective, malicious intent to obstruct the Plaintiff's professional life. Supports Count IX (IIED).</p>
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K	Final Correspondence (Jan 27, 2026)	<p>Intentional Obstruction: Demonstrates a deliberate and final refusal to correct records, issued with knowledge of the Plaintiff's critical deadlines and personal circumstances. Supports Count IX (IIED).</p>
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Respectfully,



Dated: 2/25/26

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**

Ubong Christopher Ubokudom, Plaintiff,

vs.

University of South Carolina, Defendant.

CASE NO.: 2026-CP-400-0645

EXHIBIT

A

1/29/26, 4:21 PM

Office of the University Registrar
University of South Carolina

Uhwang Ubokudom

From: Chris Ubokudom
Sent: Wednesday, January 28, 2025 1:23 PM

To: [Redacted]
Cc: [Redacted]
Subject: RE: FW: Transcript Requ.

To Whom It May Concern,

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

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

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

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

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

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

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

Thank you for your time and assistance.

Sincerely,

Chris Ubokudom

Uhwang Ubokudom

1/29/26, 4:21 PM

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

Dear Chris,

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

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

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

Best,

From: Chris Ubokudom
Sent: Tuesday, January 20, 2026 2:02 PM
To: [Redacted]
Cc: [Redacted]
Subject: Re: FW: Transcript Requ.

To Whom It May Concern,

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

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

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

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

- **Course Level:** Undergraduate
- **Program:** Bachelor of Arts – Journalism and Mass Communications

1/29/26

17

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

Ubong Christopher Ubokudom, Plaintiff,

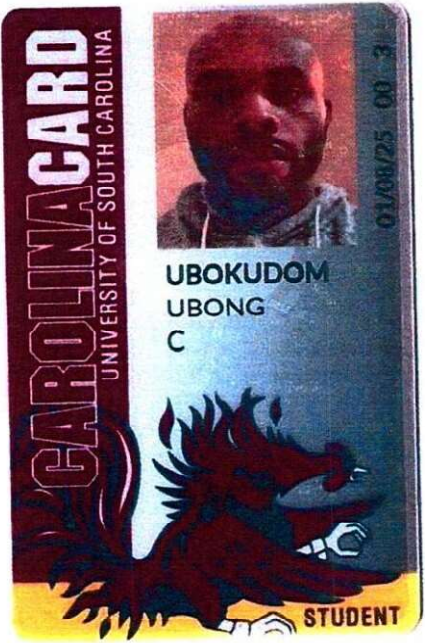
vs.

University of South Carolina, Defendant.

CASE NO.: 2026-CP-400-0645

EXHIBIT

B



CAROLINA CARD
UNIVERSITY OF SOUTH CAROLINA



01/08/25 00 3

UBOKUDOM
UBONG
C



STUDENT

© 2011 HHS / CLASS DP

This card is the non-transferable property of the USC. It must be presented to a University official upon request. Report a lost or stolen card immediately to the Carolina Card Office.



803-777-1708



37781100487

USCID: T07579056

SAVIP: 803-777-8248

National Suicide Prevention
Lifeline: Dial 988

Crisis Text Line:
Text HOME to 741741

+ 1 102842336-1 SP

**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

UNIVERSITY OF SOUTH CAROLINA

C12

January 20, 2026

To Whom It May Concern:

An academic certification for:

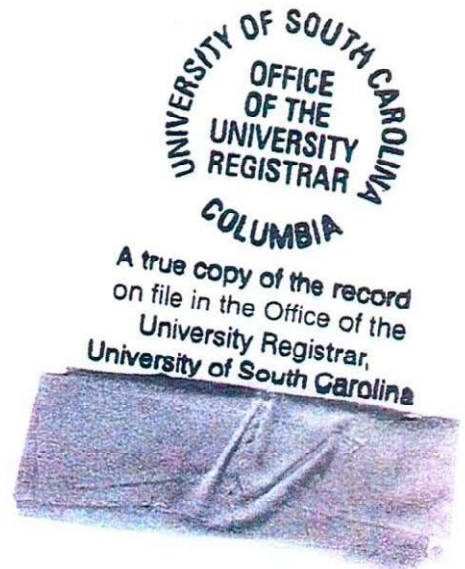
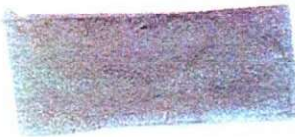
UBONG C UBOKUDOM

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

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



**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



Chris Ubokudom <[REDACTED]>

Transcript Request Canceled

17 messages

Parchment

Reply-To: nd [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.

**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.

JuJu (minor)

PLAINTIFF (S)

VS.

Walmart Inc.

DEFENDANT(S)

AMENDED CIVIL COMPLAINT

Now comes Ubong Christopher Ubokudom and JuJu (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, JuJu, 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 JuJu 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:

- **Title II of the Civil Rights Act of 1964**, 42 U.S.C. § 2000a et seq.;
- The **Elliott–Larsen Civil Rights Act**, Mich. Comp. Laws § 37.2101 et seq.; and
- 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:

- 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: 

My Commission Expires: 6/15/35

State of South Carolina
 County of Richland
 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 by his/her signature here:

 Document Holder's Signature

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

**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

F



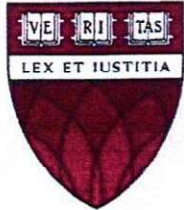
Chris Ubokudom [redacted]

Harvard Law School Application Complete

1 message

HLS J.D. Admissions [redacted]
To: [redacted]

Mon, Feb 23, 2026 at 12:18 PM



HARVARD LAW SCHOOL J.D. ADMISSIONS

Dear Ubong,

As of today, your application to Harvard Law School is complete. This means that we have confirmed receipt of all required materials. Your application is now under review.

If you have new information to share, such as fall semester grades or a promotion at work, you may wish to update your application through your [status checker](#). Official transcripts should be submitted through LSAC.

Thank you again for applying to Harvard Law School. For information on our expected decision timeline, please visit our [Admissions Announcements](#) page.

Sincerely,
J.D. Admissions



HARVARD
LAW SCHOOL



HLS J.D. Admissions Office | Cambridge, MA

[Contact Us](#)

**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

G



Student Customer Services
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE BURSAR
REPAYMENT AGREEMENT

513

Student's Name: Mr. Ubong C Ubokudom

Student ID #: [REDACTED]

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

[REDACTED SIGNATURE]

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.

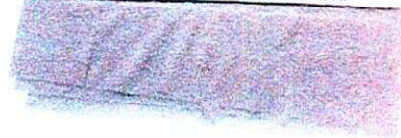
CASE NO.: 2026-CP-400-0645

EXHIBIT

H

THIS IS A DUPLICATE RECEIPT

University of South Carolina



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

Accounts Paid By This Method

Student Name: Uhong 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

Cg

88

**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

I



UNIVERSITY OF South Carolina

University of South Carolina

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

Cg

Amount Enclosed \$

Ubong C. Ubokudom

Mail payments to:
University of South Carolina

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

Balance

\$0.00

Account Statement

Account Activity - Spring 2025

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

Cg

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

C10

University of South Carolina



C10

**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

J

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

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

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

Best regards,

Chris Ubokudom

On Fri, Jan 16, 2026 at 10:08 AM [REDACTED] wrote:

Hi Chris,

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

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

Tuition - \$6,730.88

Fees - \$770.00

Housing - \$1,620.65

Meal Plan - \$226.36

Late Fee - \$75.00

Total - \$9,422.89

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

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

Thanks,

[REDACTED]

From: [REDACTED]
Sent: Friday, January 16, 2026 8:47 AM
To: [REDACTED]
Subject: FW: Transcript Request Canceled

See below.

Thank you,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

From: [REDACTED]
Sent: Friday, January 16, 2026 8:44 AM
To: [REDACTED]
Subject: Fw: Transcript Request Canceled

**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

K



Chris Ubokudom [REDACTED]

[REDACTED] Ubong Ubokudom

Tue, Jan 27, 2026 at 9:35 AM

To: Chris Ubokudom [REDACTED]
Cc: "TRANSCRIPTS, REGISTRAR" [REDACTED]

Chris,

This will be our last response on this topic.

We have confirmed that LSAC received notification that you do not have a record from USC. As a result, they – LSAC – has removed the University of South Carolina from your required transcript list based on the information we provided to them.

We wish you all the best in your academic endeavors.

Best,

[REDACTED]

Office of the University Registrar
University of South Carolina

[REDACTED]

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.

EXHIBIT

B

Affidavit of Bursar

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Ubong Christopher Ubokudom,)
)
Plaintiff,)
)
v.)
)
University of South Carolina,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Civil Action No. 2026-CP-40-00645

AFFIDAVIT OF [REDACTED]

I, [REDACTED] 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 [REDACTED]
[REDACTED]

2. In my position as [REDACTED]
[REDACTED]

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.

[REDACTED]

[REDACTED]