

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
C/A No.: 2026-CP-40-00645

ANSWER
RECEIVED
Mar 06 2026
SC Court of Appeals

TO: UBONG CHRISTOPHER UBOKUDOM, *PRO SE*:

Defendant University of South Carolina (hereinafter referred to as “Defendant”), by and through its undersigned attorneys, not waiving, but specifically reserving its right to be heard under all Rule 12 Motions, Answering the Amended Complaint herein, would respectfully show unto the Court that:

FOR A FIRST DEFENSE

1. The Amended Complaint fails to state facts sufficient to constitute a cause of action or claim upon which relief may be granted against Defendant and should be dismissed pursuant to Fed. R. Civ. P., Rule 12(b)(6) and Rule 8.
2. Each and every allegation contained within the Amended Complaint not hereinafter specifically admitted, qualified, or explained is denied.
3. Defendant lacks sufficient information to admit or deny the allegations contained in Section I of the Amended Complaint to the extent they allege that Plaintiff resides in Columbia South Carolina. Defendant admits the allegations contained in Section I of the Amended Complaint to the extent they allege Plaintiff was formerly admitted for an undergraduate program

at the University of South Carolina, and that Defendant is a public institution of higher education organized under the laws of South Carolina, with its principal campus located in Richland County. Defendant denies the remaining allegations contained in Section I of the Amended Complaint and demands strict proof thereof.

4. Section II of the Amended Complaint contains legal conclusions which do not require a response. To the extent a Response is required, or to the extent the allegations of Section II attempt to allege or attribute liability or wrongdoing on part of Defendant, such allegations are denied and Defendant demands strict proof thereof.

5. Defendant admits the allegations contained in the “Admission, Enrollment, and Attendance” portion of Section III of the Amended Complaint to the extent they allege that Plaintiff was formally admitted to USC for an undergraduate program for the Spring 2025 semester in the College of Information and Communications, that Plaintiff registered for courses, that Plaintiff was approved for and charged for on-campus housing and a university meal plan, that Plaintiff provided partial federal financial aid for the Spring 2025 semester, that Plaintiff’s courses were administratively removed for non-payment on or about January 28, 2025, and that the federal aid was returned and housing-related charges remained. Defendant lacks sufficient information to admit or deny the allegations of the “Admission, Enrollment, and Attendance” portion of Section III at this time to the extent they allege that Plaintiff attended classes and received graded assignments from instructors, and therefore denies the same. Defendant denies the remaining allegations contained in the “Admission, Enrollment, and Attendance” portion of Section III of the Amended Complaint and demands strict proof thereof.

6. The first paragraph of the “Discriminatory and Unequal Treatment” portion of Section III of the Amended Complaint contains legal conclusions which do not require a response.

To the extent a Response is required, or to the extent the allegations of Section II attempt to allege or attribute liability or wrongdoing on part of Defendant, such allegations are denied and Defendant demands strict proof thereof. Defendant denies the remaining allegations contained in the “Discriminatory and Unequal Treatment” portion of Section III of the Amended Complaint and demands strict proof thereof.

7. In response to the “Transcript Requests and USC’s Representations” portion of Section III of the Amended Complaint, regarding any allegations of the contents of specific communications or the dates of such communications, Defendant craves reference to the relevant documentation and communications themselves, and denies any and all allegations inconsistent therewith. Defendant admits the allegations contained in the “Transcript Requests and USC’s Representations” portion of Section III of the Amended Complaint only to the extent they allege that a hold was placed on Plaintiff for all record requests due to debt owed to the University, that Defendant sent communications to LSAC following a payment of \$961.00, and that subsequent transcripts requests were cancelled and refunded due to non-enrollment. Defendant denies the remaining allegations contained in the “Transcript Requests and USC’s Representations” portion of Section III of the Amended Complaint as worded and demands strict proof thereof.

8. Defendant admits the allegations contained in the “Impact on LSAT, Applications, and Scholarships” portion of Section III of the Amended Complaint upon information and belief only to the extent they allege that Plaintiff is actively applying to law schools and scholarships. In response to allegations of LSAC policies and requirements for law school applications or institution disclosures, Defendant lacks sufficient information to admit or deny such allegations. Defendant craves reference to the relevant policies and documentation of LSAC and denies any allegations inconsistent therewith. Defendant denies the remaining allegations contained in the

“Impact on LSAT, Applications, and Scholarships” portion of Section III of the Amended Complaint and demands strict proof thereof.

9. Defendant denies the allegations contained in the “Emotional Distress and Ongoing Harm” portion of Section III of the Amended Complaint and demands strict proof thereof.

10. Section IV of the Amended Complaint contains legal conclusions or assertions which do not require a response. To the extent a Response is required, or to the extent the allegations of Section IV attempt to allege or attribute liability or wrongdoing on part of Defendant, such allegations are denied and Defendant demands strict proof thereof.

11. Defendant denies the allegations contained in Section V of the Complaint and demands strict proof thereof. Defendant denies any and all liability and any request for relief.

12. Defendant denies any and all allegations and requests for relief contained in Sections VI, VII, and VIII of the Amended Complaint, and denies any and all liability.

13. Defendant denies all remaining allegations of the Amended Complaint, including the allegations set forth in any attachments, addenda, or related filings. Defendant denies that the Plaintiff is entitled to any relief, and also denies that the Plaintiff is entitled to the relief requested of actual and consequential damages, costs, attorney’s fees, and other damages as well as any other requested relief. Defendant specifically moves to strike Plaintiff’s request for costs, attorney’s fees, and to the extent sought any punitive damages and moves to dismiss any request by Plaintiff for costs and attorney’s fees as a matter of law and pursuant to the provisions of South Carolina’s Tort Claims Act.

FOR A SECOND DEFENSE

14. Such injuries or loss as the Plaintiff sustained, if any, and the same is hereby expressly denied, were due to and caused by the contributory negligence, carelessness,

recklessness, wantonness, or deliberate conduct of Plaintiff and the Defendant pleads Plaintiff's contributory negligence or conduct as a complete bar to this action.

FOR A THIRD DEFENSE

15. The Defendant would further show, upon information and belief, and in the alternative, that if the Defendant was negligent, which the Defendant denies, then the Plaintiff was likewise negligent and Plaintiff's negligence, carelessness and recklessness directly and proximately caused Plaintiff's damages and injuries and that Plaintiff's negligence, carelessness and recklessness exceed any negligence, carelessness or recklessness on the part of the Defendant and therefore, the Defendant pleads the Plaintiff's greater degree of comparative fault as a complete bar to Plaintiff's recovery against the Defendant.

FOR A FOURTH DEFENSE

16. If the Defendant is negligent in any respect, which is expressly denied, and if the Defendant's conduct operated as any cause of the Plaintiff's injuries or damages, if any, which is also expressly denied, Defendant is entitled to a determination as to the percentage of the Plaintiff's negligent, grossly negligent, reckless, willful and wanton conduct contributed to this incident and to a reduction of any amount awarded to Plaintiff equal to the percentage of Plaintiff's own negligence, gross negligence, recklessness, willful and wanton conduct.

FOR AN FIFTH DEFENSE

17. The Defendant denies any negligence whatsoever and alleges that the sole negligent acts and omissions of Plaintiff were the sole and proximate cause of his own injuries, if any.

18. These acts and omissions by Plaintiff were the sole and proximate cause of injuries, if any, and therefore the action against the Defendant should be dismissed.

FOR A SIXTH DEFENSE

19. As a governmental agency existing under the laws of the State of South Carolina, Defendant is liable only as provided by the South Carolina Tort Claims Act, S.C. CODE ANN. § 15-78-10 et seq., which provides a limited waiver of governmental sovereign immunity and delineates the conditions upon which a Plaintiff may pursue actions against the State and State entities.

20. Pursuant to S.C. CODE ANN. § 15-78-30, Plaintiff cannot recover damages for the intentional infliction of emotional harm

21. Defendant further asserts that damages in this action, if any, are capped by the amounts set forth in S.C. CODE ANN. § 15-78-120.

22. Pursuant to S.C. CODE ANN. § 15-78-120(b), all claims for attorney's fees and costs against Defendant contained in the Amended Complaint should be stricken.

23. Defendant, therefore, moves to dismiss and strike all claims for attorney's fees and costs and all allegations of reckless, willful, wanton, and/or grossly negligent behavior.

24. If the Plaintiff does recover damages, said damages are further limited by the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-100(c) to a proportion of Defendant's liability, which must be apportioned between Defendant and other tortfeasors.

FOR A SEVENTH DEFENSE

25. Defendant was acting, at all relevant times, through its employee(s) who were at all times acting as an employee, officer, or official of Defendant, engaged in the performance of his and/or their official duties, and are, therefore, immune from liability pursuant to the South Carolina Tort Claims Act, S.C. CODE ANN. §§ 15-78-10 to -220. Defendant and its employees are

specifically immune pursuant to S.C. CODE ANN §15-78-60(1), (2), (3), (4), (5), (12), (13), (17), (20), (23), and (25).

FOR AN EIGHTH DEFENSE

26. Defendant affirmatively pleads and asserts all conditions of recovery, exceptions to waiver of immunity, limitations of liability, statutes of limitations, limitations as to damages, and caps as to damages as set forth in the South Carolina Tort Claims Act, S.C. CODE ANN. § 15-78-10 et seq.

FOR A NINTH DEFENSE

27. This Defendant is immune from suit and liability under the Doctrine of Sovereign Immunity.

FOR A TENTH DEFENSE

28. Any injury or damage sustained by the Plaintiff as alleged in in the Amended Complaint was or is due to, caused by, or is the direct and proximate result of external event(s) or incident(s) over which this Defendant had or has no control, and Defendant pleads such external(s) or incident(s) as a complete bar to this action.

FOR AN ELEVENTH DEFENSE

29. Defendant did not breach any duties owed to Plaintiff nor did the Defendant commit any acts or omissions which proximately caused any injuries to the Plaintiff, if any.

FOR A TWELFTH DEFENSE

30. That at all times relevant hereto, Defendant was acting through employees, officers, and officials of Defendant, engaged in the performance of their official duties, and is therefore immune from liability and cannot be sued without an express waiver of sovereign immunity.

FOR A THIRTEENTH DEFENSE

31. Defendant denies any negligence whatsoever and alleges that the sole negligent acts of a third party or parties were the sole and proximate cause of injuries and damages to the Plaintiff, if any, and any one or more of those parties caused the injuries and damages to the Plaintiff. The identity of that party or parties is unknown at this time but will be supplemented as discovery progresses.

32. These acts and omissions by the third party or parties were the sole and proximate cause of any injuries or damages to the Plaintiff, and, therefore, the action against the Defendant should be dismissed.

FOR A FOURTEENTH DEFENSE

33. The Defendant alleges that if it was negligent or reckless in any respect, which is expressly denied, it is not liable to the Plaintiff for the resulting damages, if any, because of the intervening negligent, grossly negligent, reckless, willful, and wanton acts of third parties, including those parties whose identities are unknown at the present time, which negligent and reckless acts on their part were not reasonably foreseeable, and intervened and acted as the direct and proximate cause of the damages, if any, sustained by the Plaintiff.

34. Defendant asserts that the intervening acts of a third party or parties were the sole and proximate cause of injuries to the Plaintiff, if any, and, therefore, the action should be dismissed.

FOR A FIFTEENTH DEFENSE

35. The conduct of this Defendant, or its employees, is not the proximate cause of the Plaintiff's injuries, if any, which this Defendant denies.

FOR A SIXTEENTH DEFENSE

36. Defendant, at all relevant times hereto, through its employees or agents or officials at all times herein, during the performance or nonperformance of the acts alleged in the Amended Complaint, did not perform any acts or fail to perform any acts in bad faith, in a malicious manner, or with corrupt or malicious motives, and Defendant is therefore immune from suit. Moreover, at all times referenced in Plaintiff's Amended Complaint, Defendant's employee(s) were exercising his or their discretionary authority as public employees or agents of Defendant and were acting in good faith and, therefore, Defendant is immune from suit.

FOR A SEVENTEENTH DEFENSE

37. Plaintiff cannot establish the prerequisites for an award of monetary relief, injunctive relief, or declaratory relief and all claims for such judgment or relief should be denied.

FOR AN EIGHTEENTH DEFENSE

38. Plaintiff's claims are barred by the Public Duty Rule and therefore this case should be dismissed.

FOR A NINETEENTH DEFENSE

39. The Defendant was acting to and in compliance with specific statutes, laws, rules, and regulations of the State of South Carolina, and therefore, is immune from suit and pleads such statutory, regulatory, or common law authorization as a complete defense and bar to this lawsuit.

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WHEREFORE, having fully answered the Plaintiff's Amended Complaint, Defendant prays that Plaintiff's action be dismissed with prejudice and further prays that any requests for monetary relief be denied, and further prays for such other and further relief as this Court deems just and proper. In the alternative, Defendant demands a jury trial.

Respectfully submitted,

s/ Jacob A. Biltoft

Janet Brooks Holmes (S.C. Bar No.: 11826)

Jacob A. Biltoft, (S.C. Bar No.: 105349)

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Attorneys for Defendant USC

March 5, 2026

Columbia, South Carolina