[SECOND AMENDED PROPOSED] ORDER FOR EMERGENCY WRIT AND INJUNCTIVE RELIEF

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

RECEIVED
Mar 02 2026
SC Court of Appeals

Ubong Christopher Ubokudom, Appellant,
v.
The University of South Carolina, Respondent.
Appellate Case No. 2026-000348

RECEIVED
Apr 20 2026
SC Court of Appeals

ORDER

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

IT IS HEREBY ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

8.Restitution of Transcript-Related Payment. Defendant is hereby ORDERED to return to Plaintiff the $961.00 payment accepted in connection with transcript access within twenty-four (24) hours. This Court finds that the restitution of these funds is a necessary component of emergency relief, as the funds are required for Petitioner to mitigate the harm caused by missed application deadlines. This refund shall be issued regardless of the status of any *In Forma Pauperis* filings, as the funds represent a breached agreement for service. This refund is ordered as restitution for a breached agreement and shall not be applied by the Defendant as a "credit" toward any other disputed balances or administrative holds during the pendency of this litigation.

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

10. Failure of Lower Court to Act. This Court takes judicial notice that the Trial Court has failed to approve or schedule Petitioner's emergency hearing for March 6, 2026. Therefore, the mandates in this Order shall take effect immediately, superseding any pending scheduling matters in the lower court to ensure the Petitioner's constitutional right to a meaningful remedy is not extinguished by administrative delay.

AND IT IS SO ORDERED.

PRESIDING JUDGE South Carolina Court of Appeals

Columbia, South Carolina

Dated: March____, 2026

RECEIVED
Mar 02 2026
SC Court of Appeals

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

RECEIVED
Apr 20 2026
SC Court of Appeals

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

RICHLAND COUNTY FILED 2026 FEB 25 PM 3:52 JEANETTE W. WALKER C.C.P. & G.S. BY

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

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,



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

RICHLAND COUNTY
FILED
2026 FEB 25 PM 3:38
JEANETTE W. McBRIDE
CLERK OF COURT

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

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), SCRCP, 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,
v.
University of South Carolina,
Defendant.

JURY TRIAL DEMANDED

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

Michelle Renee LaPrade

Michelle Renee LaPrade
My Commission Expires
NOTARY PUBLIC
June 28, 2029
STATE OF 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 W. 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	USC Account Statement (Dated 1/12/2026)	Conclusive Proof: Official statement for "Term: Spring 2025" showing a "$0.00 Balance." Proves enrollment existed. Supports Count VIII (Fraud).
	Financial Aid / Pell Grant History	Administrative Trail: Shows federal funding attached to the Spring 2025 term. Supports Count IV (Breach of Duty under the SC Administrative Procedures Act.).
	Financial Aid / Pell Grant History	Administrative Trail: Shows federal funding attached to the Spring 2025 term. Supports Count IV (Breach of Duty under the SC Administrative Procedures Act.)

J	**Email from University Official (Subjective refusal. Jan 16, 2026)**	**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).**

K	**Final Correspondence (Jan 27, 2026)**	**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).**

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

Office of the University Registrar
University of South Carolina

From: Chris Ubokudom
Sent: Wednesday, Jan[redacted], 2026 1:23 PM
To: [redacted]
Cc:
Subject: Re: FW: Transcript Requ[redacted]

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

--

Ubong Christopher Ubokudom

On Tue, Jan 20, 2026 at 5:04 PM [redacted]

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] CRIPTS, REGISTRAR
Cc:
Subject: Re: FW: Transcript [redacted] Canceled

B7

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

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

Ubong Christopher Ubokudom, Plaintiff,

vs.

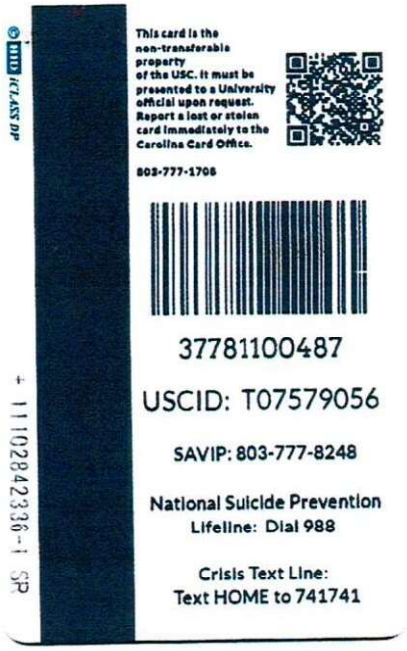
University of South Carolina, Defendant.

CASE NO.: 2026-CP-400-0645

EXHIBIT

B


CAROLINACARD
UNIVERSITY OF SOUTH CAROLINA
01/08/25 00 3
UBOKUDOM
UBONG
C
STUDENT


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.
803-777-1705
37781100487
USCID: T07579056
SAVIP: 803-777-8248
National Suicide Prevention Lifeline: Dial 988
Crisis Text Line: Text HOME to 741741
+ 1102842336-1 SR

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

612

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

[redacted]

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE UNIVERSITY REGISTRAR
COLUMBIA

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

[redacted]

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

Gmail Chris Ubokudom <[redacted]>

Transcript Request Canceled

17 messages

Parchment [redacted]
Reply-To: no[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:

- **S.C. Code § 15-73-10**; and
- **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

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

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

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

Gmail **Chris Ubokudom** [redacted]

Harvard Law School Application Complete

1 message

HLS J.D. Admissions [redacted] Mon, Feb 23, 2026 at 12:18 PM
To: [redacted]

VE RI TAS
LEX ET IUSTITIA

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

[redacted]

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

C13

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE BURSAR
REPAYMENT AGREEMENT

Student's Name: Mr. Ubong C Ubokudom

Student ID #: [redacted]

I, **Mr. Ubong C. Ubokudom**, do hereby agree to repay the **University of South Carolina** the total sum of **$1,922.01**, incurred during the **Spring 2025** term. I agree to pay a **down payment of $961.00 January 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]

1/12/2026

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

Payments may be mailed to:

Bursar's Office

[redacted]

Payments may be made online:

Marketplace

[redacted]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.

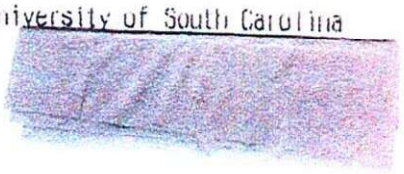
University of South Carolina, Defendant.

CASE NO.: 2026-CP-400-0645

EXHIBIT H

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

University of South Carolina



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

Accounts Paid By This Method

Student Name:	Ubong C. Ukpabi
Student ID:	
Payment Account:	COLA Student Payment
Payment Term:	202501
Amount Paid:	USD$961.00
Account Balance:	USD-$961.00

Payment Details

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

Total Amount Paid:USD$961.00

Thank You For Your Business
University of South Carolina

C8

8C

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

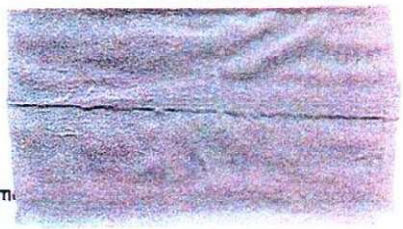


Ubong C. Ubokudom



Statement date:	1/12/26
Student name:	Ubong C. Ubokudom
Student ID:	
Student email:	
Term:	Spring 2025
Term balance:	$0.00
Balance:	**$0.00**
Amount Enclosed	$

Mail payments to:
University of South Carolina



✂Cut along the dotted line and return top portion with your paym

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	--
v	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	--

>	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]

UNIVERSITY OF South Carolina

[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

Gmail

Chris Ubokudom [redacted]

[redacted] Ubong Ubokudom

[redacted] 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

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 O** [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 [redacted]

2. In my position [redacted]

3. I am familiar with the allegations in Plaintiff's Complaint and have reviewed materials related to the Plaintiff's 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. A prospective student remains enrolled only after payment of tuition for that semester. Pursuant to University policy, a student who does not pay tuition will not receive any grade entered for the registered classes that semester. [Attachment 1- FINA 8.00].

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.

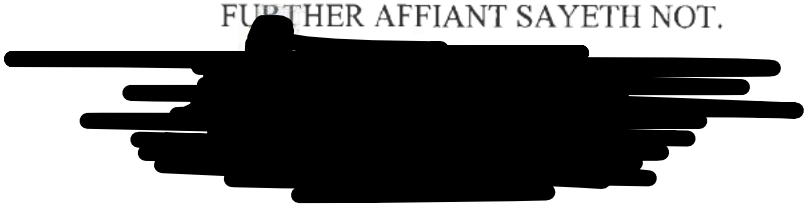
11. Though Plaintiff had transfer credits from another institution, Plaintiff still never fully enrolled and had no graded coursework at USC. The University has properly responded to his requests and has provided LSAC with timely and accurate documentation.

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.



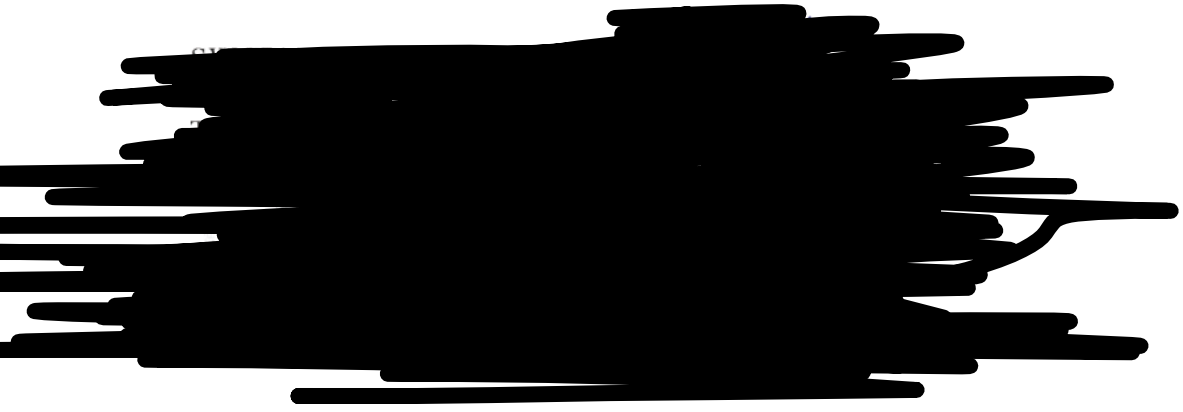


EXHIBIT
B

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]

2. In my position as [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.



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

Ubong Christopher Ubokudom, *Plaintiff*,

v.

The University of South Carolina, *Defendant*.

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Apr 20 2026
SC Court of Appeals

RICHLAND COUNTY FILED
2026 APR 20 AM 9:52
JEANETTE W. WALDRON CLERK OF COURT

Case No.: 2026-CP-40-00645

APPELLANT'S NOTICE OF FILING

PLEASE TAKE NOTICE that the Appellant, Ubong Christopher Ubokudom, hereby files the following documents with the Clerk of Court for the Fifth Judicial Circuit to ensure the completeness of the record in the above-captioned matter and to provide notice to the Trial Court of the ongoing appellate proceedings:

1. **Initial Emergency Petition for Writ of Mandamus**
2. **Respondent's Return to Petition for Writ of Mandamus** (filed by the University).
3. **Petitioner's Reply to Respondent's Return** (including Federal Complaint first page/Relief exhibits).
4. **U.S. District Court Order (Case No. 3:25-12608):** Filed to provide documented evidence of the legal limitations and irreparable harm referenced in Appellant's Brief.

These documents are filed to accurately reflect the procedural history and the current status of the dispute regarding the Defendant's ministerial duties and the handling of the Plaintiff's academic records.

Respectfully submitted,

/s/ Ubong Christopher Ubokudom

Ubong Christopher Ubokudom

P.O. Box 1594 Columbia, SC 29202

Appellant, Pro Se

Dated: April 20, 2026 4/20/26

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

Ubong Christopher Ubokudom, J. (minor), Plaintiffs, v. Walmart Inc., Defendant.	C/A No. 3:25-12608-SAL-PJG

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ORDER

This is a civil action filed by a *pro se* litigant. Under Local Civil Rule 73.02(B)(2) (D.S.C.), pretrial proceedings in this action have been referred to the assigned United States Magistrate Judge.

REPRESENTATION OF MINOR CHILDREN:

This case was filed by Plaintiff on behalf of himself and his minor child, J. While 28 U.S.C. § 1654 allows individuals to "plead and conduct their own cases personally," the statute does not extend the right of self representation to directing the litigation of others. Myers v. Loudoun Cty. Pub. Schs., 418 F.3d 395, 400 (4th Cir. 2005) ("The right to litigate for *oneself*, however, does not create a coordinate right to litigate for *others*."). This principle is extended to litigation by parents on behalf of their minor children. The law is well established that "non-attorney parents generally may not litigate the claims of their minor children in federal court." Myers, 418 F.3d at 401. The prohibition of *pro se* parents litigating on behalf of their minor children "ensures the children's interests are not prejudiced by their well-meaning, but legally untrained parents." Id. Plaintiff Ubong Christopher Ubokudom may not proceed on behalf of his minor child. **Accordingly, the court hereby grants Plaintiff J. thirty (30) days to obtain counsel. Failure to comply may result in the dismissal of J.'s claims.**

TO PLAINTIFF:

The court is not able to authorize the issuance and service of process at this time. **If Plaintiff does not follow the instructions below within the time permitted by this order, this case may be dismissed for failure to prosecute and failure to comply with an order of this court under Rule 41 of the Federal Rules of Civil Procedure.**

Under General Order In Re: Procedures in Civil Actions Filed by Non-Prisoner *Pro Se* Litigants, No. 3:07-mc-5015-JFA (D.S.C. Sept. 18, 2007), the undersigned is giving Plaintiff **twenty-one (21) days** from the date this order is entered (plus three days for mail time) to:

(1) You must pay the $350.00 filing fee and the $55.00 administrative fee set by the Judicial Conference. The $405.00 check for the fees should be made payable to "Clerk, U.S. District Court." If you cannot afford the fees, fully complete, sign, and return the enclosed Application to Proceed Without Prepayment of Fees and Affidavit (Form AO 240).

(2) Complete a summons form for the defendant named in this case. In the space following "TO: (Defendant's name and address)," Plaintiff is required to provide the defendants' names and full addresses where the defendants can be served pursuant to Rule 4 of the Federal Rules of Civil Procedure. Plaintiff's complete name and full address must be provided in the blank section following "plaintiff or plaintiff's attorney, whose name and address are." Handwritten information must be printed and legible. Nothing else should be written by Plaintiff on either the front or back of the summons or in the margins. A blank form is attached for Plaintiff's use.

(3) Complete, sign, and return a Form USM-285 for each defendant in this case. **Only one defendant's name and street address should appear on each form.** The defendant's complete name and street address should be placed in the spaces preceded by the words, "SERVE AT." Plaintiff's name and address should be placed in the space designated, "SEND NOTICE OF SERVICE COPY TO . . .," and Plaintiff should sign where the form requests, "Signature of Attorney or other Originator . . . ." Plaintiff must provide the defendant's complete street address on the form (not a post office box address). A blank form is attached for Plaintiff's use.

The court will not authorize the issuance and service of process until the items specified above have been submitted and reviewed by the assigned Magistrate Judge.

Plaintiff must place the civil action number listed above (C/A No. 3:25-12608-SAL-PJG) on any document provided to the court pursuant to this order. **Any future filings in this case must be sent to the address below (901 Richland Street, Columbia, South Carolina 29201).** All documents requiring Plaintiff's signature shall be signed with Plaintiff's full legal name written in Plaintiff's own handwriting. *Pro se* litigants shall **not** use the "s/typed name" format used in the Electronic Case Filing System. In all future filings with this court, Plaintiff is directed to use letter-sized (8½ inches by 11 inches) paper only, to write or type text on one side of a sheet of paper only and not to write or type on both sides of any sheet of paper. Plaintiff is further instructed not to write to the edge of the paper, but to maintain one-inch margins on the top, bottom, and sides of each paper submitted.

Plaintiff is a *pro se* litigant. Therefore, Plaintiff must comply with the following:

If your mailing address changes, you must notify the Clerk of Court in writing (901 Richland Street, Columbia, South Carolina 29201) and provide the court with your new address. This assures that you will receive orders or other matters that specify deadlines for you to meet. If you miss a deadline because of your

failure to notify the court that your address changed, **your case may be dismissed,** and your failure to notify the court will not be excused.

TO THE CLERK OF COURT:

The Clerk of Court shall mail a copy of this order and the proper form documents to Plaintiff. The Clerk shall forward the file to the assigned United States Magistrate Judge at the expiration of the deadline set above or once Plaintiff provides the proper form documents. See In Re: Procedures in Civil Actions Filed by Non-Prisoner *Pro Se* Litigants, No. 3:07-mc-5015-JFA.

The Clerk of Court shall not enter any change of address submitted by Plaintiff which directs that mail be sent to a person other than Plaintiff unless that person is an attorney admitted to practice before this court who has entered a formal appearance.

IT IS SO ORDERED.

Paige J. Gossett

October 14, 2025
Columbia, South Carolina

Paige J. Gossett
UNITED STATES MAGISTRATE JUDGE

Plaintiff's attention is directed to the important warning on the next page.

IMPORTANT INFORMATION . . . PLEASE READ CAREFULLY

WARNING TO *PRO SE* PARTY OR NONPARTY FILERS

All documents that you file with the court will be available to the public on the internet through PACER (Public Access to Court Electronic Records) and the court's Electronic Case Filing System. **CERTAIN PERSONAL IDENTIFYING INFORMATION SHOULD NOT BE INCLUDED IN OR SHOULD BE REMOVED FROM ALL DOCUMENTS BEFORE YOU SUBMIT THE DOCUMENTS TO THE COURT FOR FILING.**

Federal Rule of Civil Procedure 5.2 provides for privacy protection of electronic or paper filings made with the court. Rule 5.2 applies to **all** documents submitted for filing, including pleadings, exhibits to pleadings, discovery responses, and any other document submitted by any party or nonparty for filing. Unless otherwise ordered by the court, a party or nonparty filer should not put certain types of an individual's personal identifying information in documents submitted for filing to any United States District Court. If it is necessary to file a document that already contains personal identifying information, the personal identifying information should be "**blacked out**" or **redacted** prior to submitting the document to the Clerk of Court for filing. A person filing any document containing their own personal identifying information **waives** the protection of Rule 5.2(a) by filing the information without redaction and not under seal.

1. Personal information protected by Rule 5.2(a):

> **(a) Social Security and Taxpayer Identification Numbers.** If an individual's Social Security number or a taxpayer identification number must be included in a document, the filer may include only the last four digits of that number.
> **(b) Names of Minor Children.** If the involvement of a minor child must be mentioned, the filer may include only the initials of that child.
> **(c) Dates of Birth.** If an individual's date of birth must be included in a document, the filer may include only the year of birth.
> **(d) Financial Account Numbers.** If financial account numbers are relevant, the filer may include only the last four digits of these numbers.

2. Protection of other sensitive personal information—such as driver's license numbers and alien registration numbers—may be sought under Rule 5.2(d) (Filings Made Under Seal) and (e) (Protective Orders).

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

RECEIVED
Apr 20 2026
SC Court of Appeals

The Honorable Daniel Coble, Chief Administrative Judge

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

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

v.

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

Petitioner's Reply to Respondent's Return to Petition for Writ of Mandamus

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

Jacob Biltoft
3700 Forest Dr.
Columbia, SC 29204

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INTRODUCTION

Petitioner, Ubong Christopher Ubokudom, appearing *pro se*, respectfully submits this Reply to the Respondent's Return regarding **Appellate Case No. 2026-000348**.

> **Denial of Fault: By the University stating they deny any fault on this matter when the evidence is so obvious is insulting and hurtful to my daughter and I.** Because of their inability to identify the mistake and correct the problem, it is clear that they do not see this matter as an emergency for my daughter and I, and this is extremely disheartening. Their paralysis and their lack of initiative to take steps to correct their errors continues to inflict even more irreparable harm on us. Petitioner respectfully requests that the Court consider the merits of the Petition based on the undisputed facts presented in this case. Their blatant denial justifies the means in which I have taken to seek judicial intervention and justifies the judgement I have asked for in the second amended complaint. For a University to act with such recklessness, gross negligence, and willful and wanton neglect is inconceivable when the evidence has been so apparent; their conduct must be reflected in the relief granted by this Court. The Respondent's continual denial has created a state of **collateral liability**, as their conduct continues to inflict **direct and indirect irreparable harm** upon both the Petitioner and his minor daughter. By failing to acknowledge their fault and not acting accordingly, the University has moved beyond mere administrative delay and into a space of active, daily damage to the petitioner's educational interests and the legal interests of both the Petitioner and his daughter. **We need immediate relief, and it is clear we cannot wait for the University to take actions to provide us with the relief we need through direct communication. Judicial intervention is warranted to provide my daughter with the justice she deserves and provide me with an opportunity to advocate for my daughter through a legal education– it is the only remaining path to justice for my daughter.**
>
> The Respondent's refusal to perform a simple administrative correction—despite the undeniable physical evidence of my student status—defies all institutional logic and standard academic procedure. This persistent obstruction suggests that the University is not merely acting with negligence, but is potentially acting under the influence of external pressures or interests aimed at preventing the Petitioner's entry into the legal profession. The targeted nature of this interference, combined with the University's tactical silence, creates a strong inference of bad faith. It appears that the University has abandoned its educational mission in favor of a calculated effort to obstruct the Petitioner's academic progression and, by extension, his ability to seek justice for his minor daughter.

The petitioner was treated differently than other students, as the University required the petitioner to make a payment for a debt before releasing his transcript. The University is utilizing coercive tactics that violate the public policy of the State of South Carolina. By withholding a transcript to collect a housing debt, the University is acting in bad faith and in breach of its contractual obligations to its students. Furthermore, the University did not uphold its end of the contractual agreement and the Petitioner is currently deprived of the $961.00 now, which should be utilized for his active law school applications.

Institutions are supposed to promote the academic progression of their students, not obstruct it—**and in turn, obstruct justice.** Their actions may prevent the petitioner's successful progression into law school and prevent him from having the opportunity to represent his daughter in their current litigation. This situation is more than a legal dispute; it is a direct threat to my family's future.

I. STATEMENT OF ISSUES ON APPEAL

1. Whether the Respondent's own affidavits, which admit that Petitioner was "accepted and registered for classes," create a ministerial duty to report Petitioner's status as "Registered/Withdrawn" rather than "Never Enrolled"?
2. Whether Respondent's continued reporting of "Never Enrolled" to the Law School Admission Council (LSAC)—despite physical evidence of Petitioner's student ID and financial payments—constitutes arbitrary and capricious government action?
3. Whether Petitioner has established irreparable harm justifying an Emergency Writ of Mandamus when the current reporting creates a "credibility trap" that effectively bars Petitioner from law school admission and professional licensure?
4. Whether the University's acceptance of $961.01 specifically for "transcript release" and "housing debt" creates a binding obligation to provide the services associated with student status?
5. Whether Respondent's continued reporting of "Never Enrolled" constitutes a breach of ministerial duty when internal records explicitly admit enrollment?
6. The University's Registrar admitted in correspondence on January 20, 2026, that Petitioner "applied, were accepted, you registered and attended [classes]". This internal admission directly contradicts the "Official Non-Enrollment Letter" issued that same day.
7. Whether the University's refusal to release accurate records is "arbitrary and capricious" in light of Petitioner's full financial performance?
8. Petitioner entered a signed Repayment Agreement on January 12, 2026, wherein the University agreed to restore account status and release records. Official Receipt #655761 confirms Petitioner's performance of this contract via a $961.01 payment.
9. Whether a "Never Enrolled" status is factually sustainable when federal funding and physical identification prove student status?
10. Official University Account Statements for the Spring 2025 term show a "$0.00 Balance" and indicate that federal Pell Grant funding was attached to that term. Furthermore, Petitioner possesses a physical University Identification Card (USCID T07579056), which serves as physical proof of an established student record.
11. Whether Respondent's conduct establishes "Irreparable Harm" and a "Credibility Trap" for law school admissions?
12. The University's "No Record" falsehood was published to third-party services like Parchment. This has resulted in immediate career obstruction, evidenced by the Harvard Law School Notice (Feb 23, 2026), threatening the total destruction of Petitioner's professional future.
13. Whether University officials acted with subjective malice in obstructing Petitioner's legal career?
14. Internal communications from a University official on January 16, 2026, explicitly stated they "fail to see how [releasing a transcript] would benefit" the Petitioner. Such

statements demonstrate an intentional and malicious intent to obstruct Petitioner's professional life and personal safety obligations.

II. STATEMENT OF THE CASE

A. Petitioner initiated this action on February 17, 2026, by filing a Petition for Writ of Mandamus after a Motion for an Emergency Temporary Restraining Order (TRO) was denied due lack of proof of service in the Court of Common Pleas for Richland County. The action seeks to compel the Respondent, the University of South Carolina ("USC"), to correct its administrative records and cease the defamatory reporting of Petitioner as "Never Enrolled" to the Law School Admission Council (LSAC).

B. On February 13, 2026, the trial court issued an order denying the Emergency TRO on procedural grounds, citing a lack of proof of service. However, Respondent had been served , which was evident in the electronic notifications represented in the Judge's orders on February 13, 2026. Plaintiff filed another Renewed Emergency TRO on February 13, 2026, however, following the trial court's failure to schedule an emergency hearing and the subsequent administrative paralysis in the lower court, Petitioner sought relief from this Court via an Emergency Petition for Writ of Mandamus and Motion for TRO on February 17, 2026.

C. Despite Petitioner's repeated attempts—totaling no fewer than fifteen (15) separate communications—to coordinate a briefing schedule and hearing with Respondent's counsel, Respondent remained non-responsive until the filing of its Return on February 27, 2026.

D. On February 20, 2026, Petitioner served a Second Amended Complaint increasing the prayer for relief to $1,000,000,000.00 to reflect the escalating reputational damage and the destruction of Petitioner's professional career path caused by Respondent's continued misrepresentations. This matter now comes before this Court for a determination on the merits of the Emergency Petition.

III. STATEMENT OF FACTS

A. **Acceptance and Registration** In late 2024, Petitioner applied for and was accepted into the University of South Carolina for the Spring 2025 semester. As admitted by the Respondent in the **Attachments 4A and 4B, (Ex. A, ¶ 4) & (Ex. B, ¶ 4)**, Petitioner was not merely an applicant, but was **"accepted and registered for classes."** Consistent with this status, the University issued Petitioner a Student ID card, granted access to the "Self Service Carolina" student portal, and authorized the receipt of Financial Aid.

B. **Academic Participation and Graded Coursework** During the Spring 2025 semester, Petitioner actively participated in his registered curriculum, including **Journalism 398** and **Spanish 109**. Contrary to Respondent's assertions that no records exist, Petitioner completed coursework and received preliminary grades in these subjects. While

Respondent argues that "semester grades" were not finalized due to a mid-term administrative drop, the underlying academic activity and registration are historical facts that the University's record-keeping system currently suppresses.

C. **Financial Transactions and Housing Debt** Respondent's claim that Petitioner was "never enrolled" is contradicted by their financial demands. Respondent maintained a "Housing Debt" against the Petitioner—a debt that can only be incurred by a student authorized to utilize University facilities. On or about December 2025, Petitioner entered into a **Repayment Agreement (Ex. G, Attachment 3)** and paid **$961.01** to the University. This payment was made under the express representation by University staff that the "hold" on Petitioner's account would be lifted and his transcript released.

D. **Administrative Misrepresentation to Third Parties** Despite the aforementioned registration, Student ID issuance, and acceptance of nearly $1,000.00 in fees, Respondent issued a communication to the **Law School Admission Council (LSAC)** stating that Petitioner was **"Never Enrolled."** This statement is factually inconsistent with the University's internal records and the sworn affidavits of its own Registrar and Bursar, both of whom acknowledge Petitioner was "registered."

E. **Selective Enforcement of Policy** While Respondent argues that withholding the record is "standard procedure" under University Policy FINA 8.00, Petitioner was informed by administrative staff within the Office of the Registrar that the University does not, in practice, withhold transcripts solely due to outstanding debt. The University's refusal to provide a "Letter of Standing" or a transcript reflecting a "Withdrawal (W)" status—rather than a total erasure of his existence—constitutes an arbitrary and capricious application of administrative policy.

F. **Irreparable Professional Harm** As a result of Respondent's inaccurate reporting, Petitioner is currently blocked from the Law School admission cycle. Because LSAC requires the disclosure of all institutions attended, Petitioner is trapped in a "credibility gap" created by the University: he must disclose his attendance at USC to remain ethical, but the University's "Never Enrolled" report makes his disclosure appear fraudulent. This administrative paralysis prevents Petitioner from pursuing his legal education and his stated goal of advocating for the civil rights of his minor daughter.

G. Respondent's assertion that Petitioner was 'never enrolled' is not only factually false based on their own registration records but is also an attempt to circumvent the record-keeping standards established by the **Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g**. As a federally-funded institution, USC is required to maintain accurate 'Education Records' for all registered students. Their report of 'Never Enrolled' to a third party (LSAC) is a violation of the administrative accuracy required by both State and Federal standards.

IV. STANDARD OF REVIEW

A. Writ of Mandamus A writ of mandamus is an extraordinary duty that lies to compel a public officer to perform a ministerial duty. *City of Rock Hill v. Thompson*, 306 S.C. 490, 412 S.E.2d 426 (1991). To prevail, the Petitioner must demonstrate: (1) a specific legal right; (2) a corresponding ministerial duty on the part of the Respondent; and (3) the absence of any other appropriate or adequate remedy. *Id.* A duty is "ministerial" when it is "prescribed and defined by law with such precision and certainty as to leave nothing to the exercise of discretion or judgment." *S.C. Dep't of Soc. Servs. v. J.N.T.*, 440 S.C. 191, 890 S.E.2d 589 (Ct. App. 2023).

B. Preliminary Injunctive Relief The standard for granting an emergency injunction or TRO requires the Petitioner to show: (1) a likelihood of success on the merits; (2) a threat of irreparable harm if the injunction is not granted; and (3) that the Petitioner has no adequate remedy at law. *Wall v. S.C. Dep't of Health & Env't Control*, 438 S.C. 302, 882 S.E.2d 163 (Ct. App. 2022). In balancing the equities, the Court must consider whether the harm to the Petitioner outweighs any potential burden on the Respondent.

C. Arbitrary and Capricious Standard Administrative actions by a state institution may be set aside if they are "arbitrary, capricious, or characterized by an abuse of discretion." *Porter v. S.C. Pub. Serv. Comm'n*, 333 S.C. 12, 507 S.E.2d 329 (1998). An action is arbitrary when it is "without a rational basis" or is "founded on prejudice or preference rather than on reason." *Id.*

V. ARGUEMENT

Petitioner, Ubong Christopher Ubokudom, appearing *pro se*, respectfully submits this Reply to Respondent's Return. Respondent's defense rests on a semantic shell game—claiming Petitioner was "never enrolled" while simultaneously admitting in sworn affidavits that he was accepted, registered, and billed.

A. RESPONDENT'S OWN EXHIBITS PROVE THE "ENROLLMENT" WAS REAL

1. Respondent's Return hinges on the claim that Petitioner has no transcript because he was "never enrolled." Yet, Respondent's own evidence contradicts this:
2. **Affidavit of University Registrar (Ex. A, ¶ 4):** "Plaintiff attempted to enroll... He was **accepted and registered for classes.**"
3. **Affidavit of University Bursar (Ex. B, ¶ 4):** "Plaintiff attempted to enroll... He was **accepted and registered for classes.**"
4. In the affidavits the University mentions I attempted to enroll. You can't attempt to enroll. You are either enrolled or not enrolled. Their conversations in emails contradict their affidavit statements. This can be found in email communication between the University and I, Exhibit A of attachment 3.
5. **The Contradiction:** One cannot be "registered for classes" without being a student. Respondent issued a **Student ID Card** (Exhibit B, attachment 3) and accepted **Financial Aid** (Exhibit I, attachment 3). To tell LSAC that Petitioner was "never enrolled" is a documented falsehood that constitutes **Fraud and Defamation.**
6. In Affidavit B, #10., the University states "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 received no course grades for that semester. The tuition, academic fees, and financial aid were thus removed from this account, and his partial loan payment was returned to the lender."This is a contradiction because they sent a letter to LSAC stating I was never enrolled as a student. But in other emails stated I was enrolled. Even if they don't grant W's because of the policy they mention, they are still misrepresenting me to LSAC by stating I was never enrolled and committing defamation and fraud.
7. Even with this statement in # 15., in Affidavit B. "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." The University admits that I was enrolled.
8. The fact that the University is doubling down on the fact that I was never enrolled and not a student although my University ID and financial aid state otherwise is clearly an engagement in negligent, wrongful, unlawful, and indifferent conduct towards me. The

University staff members should not be at fault at all. The University is entirely at fault for having their staff members complete affidavits despite the evidence being so apparent. The University staff members should have never been placed in this situation and the University should have simply owned up to making an error.

9. Per Vocabulary.com the following is the definition of enrollment: Enrollment means the process of matriculating, or formally becoming a student at a university. **Once I was admitted, received a housing assignment, and a meal plan I was officially a student.**
10. **Under the federal Family Educational Rights and Privacy Act (FERPA),** which the University is bound by law to follow, 'Education Records' are defined as records directly related to a student and maintained by an educational institution. Because Petitioner was accepted and registered (as admitted in Respondent's Affidavits), a protected education record was created under federal standards. USC's attempt to 'delete' this status for state-court purposes violates the standard of care expected of a public university.

B. The Fact of Enrollment is Irrefutable

1. **Physical Evidence:** Petitioner was issued an official University Student ID, which serves as a prima facie confirmation of student status and access to University resources.
2. **Standard Practice:** No accredited University in the United States erases the historical records of a former student or claims a student never attended once a record has been created.
3. **The Transcript Contract:** As established in Exhibit G attachment 3, the University entered into a contract to release transcripts, an act they would not perform for a non-student.

C. THE "NON-PAYMENT" ARGUMENT IS A RED HERRING

1. **The $961.00 Fact:** Respondent admits they took $961.00 from Petitioner to release a transcript. If no transcript existed to be released, taking the money was **Theft by Deception.**
2. **The "W" (Withdrawal) Standard:** In Paragraph 15 of the Return, Respondent admits the "lack of a transcript... arises entirely from the standard procedure for handling non-payment." This proves the lack of a record is an **administrative choice**, not a biological or physical impossibility. Respondent has the power to issue a record reflecting the registration; they are simply choosing to suppress it.

D. ACTUAL AND REPUTATIONAL HARM (LSAC AND DEFAMATION)

1. Respondent's suggestion that Petitioner simply "remove USC" from his LSAC profile is an invitation to commit **Academic Fraud.** * LSAC requires applicants to list **all** institutions attended. Because USC issued an ID and registered Petitioner for classes, he *must* list them.

2. By USC sending a "Never Enrolled" letter to LSAC, they have created a "Credibility Gap" that suggests Petitioner is lying on his law school applications. This is **Defamation Per Se** and has stalled Petitioner's ability to secure scholarships and admission, causing **Irreparable Harm.**

E. THE $961.00 "DEBT" VS. "REFUND" CONTRADICTION

1. Respondent's Exhibit G in attachment 3 shows a "Repayment Agreement" signed in **January 2026**. If Petitioner was "never a student" and "never enrolled," there would be no basis for a debt, no basis for a repayment agreement, and no basis for the University to hold $961.00. Respondent cannot have it both ways: either Petitioner was a student who owed money, or he was a stranger they defrauded of $961.00.

F. THE "ACADEMIC INTEGRITY" DEFENSE: DEFAMATION PER SE

1. Respondent's Return callously suggests that Petitioner should simply "remove USC" from his LSAC profile. This is not a solution; it is an invitation to commit **Academic Fraud**.
2. **The Ethics Trap:** LSAC mandates that applicants list **every** institution attended, regardless of whether credit was earned. Because USC admitted Petitioner, registered him for classes, and issued him a permanent Student ID (Exhibit B, attachment 3), Petitioner is legally and ethically bound by LSAC's Rules of Conduct to disclose this attendance.
3. **Defamation Per Se:** By reporting a "Never Enrolled" status to LSAC in the face of Petitioner's mandatory disclosure, Respondent has created a "Credibility Gap." This discrepancy makes Petitioner—a prospective law student—appear dishonest to admission boards. Imputing a lack of integrity in one's profession or trade constitutes **Defamation Per Se** under South Carolina law (citing *Holtzscheiter v. Thomson Newspapers, Inc.*).
4. **The "Credibility Trap" as Irreparable Harm:** Respondent's suggestion that Petitioner should simply "misrepresent" his history by omitting USC further demonstrates their arbitrary and capricious approach. Petitioner has been forced to submit "Addendums of Explanation" to every law school he has applied to , which halts the review of his file. This delay causes immediate and irreparable harm by:

A. Excluding Petitioner from merit-based scholarship considerations as funds are depleted;
B. Preventing the review of his application while class seats are filled by other candidates; and
C. Creating a permanent "character and fitness" red flag that will haunt Petitioner through the Bar Admission process.

G. REFUTING THE "NO GRADED COURSEWORK" NARRATIVE

1. Respondent claims Petitioner has no "grades." This is a lie.
2. The petitioner received grades for **Journalism 398** and **Spanish 109**. While he did not receive "semester grades" because the University dropped him mid-term for non-payment, the coursework and attendance records exist.
3. USC is intentionally suppressing the "W" (Withdrawal) status that other students receive, choosing instead to "erase" Petitioner's existence to avoid accountability.

H**. Unequal Treatment and Discriminatory Standards**

1. Respondent argues that his transcript should not reflect "W" (Withdrawal) grades for the relevant period, Petitioner asserts he is being held to a different standard than other students.
2. **Disparate Treatment:** In standard University procedure, students facing similar administrative or personal exigencies are routinely granted "W" grades to reflect their withdrawal from courses.
3. **Unnecessary Litigation:** Other students in the same situation are not forced to seek extraordinary legal remedies or file Writs of Mandamus simply to have their academic records accurately reflect their history. The Respondent's refusal to apply standard record-keeping practices to the Petitioner constitutes a violation of his legal rights as a student.
4. Every university in the U.S is required to release transcripts for former students even if a degree or diploma is not granted.

I. THE "COLLATERAL LIABILITY" OF ADMINISTRATIVE PARALYSIS

1. **Tactical Delay as Irreparable Harm:** As detailed in the Declaration of Petitioner (Attachment 1), Petitioner has made fifteen (15) documented attempts to resolve this administrative error. Respondent's strategy of "silence and extension" is more than mere bureaucracy; it is a tactical attempt to "run out the clock" on the Fall 2026 Law School cycle. Under South Carolina law, a delay that effectively destroys a person's professional opportunity constitutes irreparable harm for which there is no adequate remedy at law (*Wall v. S.C. Dep't of Health & Env't Control*).
2. **The Lower Court's Overlooked Service:** The Trial Court's initial denial of the Emergency TRO was predicated on a factual error—the mistaken belief that Respondent had not been properly served. As shown in the record, Respondent had been served; the Trial Court's failure to recognize this service resulted in an 80-day delay that has left Petitioner without a forum for relief, necessitating this Court's immediate intervention.

3. **The Family Impact and the "Gatekeeping" Defense:** Respondent callously dismisses the impact of this delay on Petitioner's ability to represent his daughter's interests. While Respondent notes that a licensed lawyer must represent the daughter, they ignore the central issue: Respondent is "blocking the gate" to that very license. By reporting "Never Enrolled," Respondent has created a "character and fitness" barrier that prevents Petitioner from entering the legal profession to provide the advocacy his family requires.
4. **Equity and Public Interest:** The Respondent's conduct—accepting a $961.01 payment for a "transcript release" while simultaneously reporting "No Record" to the LSAC—is the definition of bad faith. This Court should consider the direct impact on Petitioner's daughter and his future career as a primary factor in granting the requested relief, as the public interest is never served by allowing a state institution to maintain a demonstrably false record.

J. Notice of Second Amended Complaint and Increased Damages Petitioner notifies this Court that he has served and filed a **Motion to Amend Complaint** and a **Second Amended Complaint** in the trial court.

1. **Reflecting Cumulative Harm:** The amendment changes the compensation amount to reflect the severe and extended harm caused by the Respondent's actions.
2. **Harm to Petitioner and Minor Child:** The Respondent's continued denial of accurate records has not only stalled the Petitioner's professional life but has caused direct emotional and legal harm to his minor daughter, as the Petitioner's ability to advocate for her depends on his own academic and professional standing.
3. **Fact of Enrollment.** Petitioner's Student ID and the University's own transcript release contract (Exhibit B and Exhibit G, attachment 3) irrefutably confirms his status as a student. No University in America erases the historical records of a former student.
4. **Disparate Treatment.** Other students in similar situations are routinely granted Withdrawal ("W") grades without being forced to seek a Writ of Mandamus. Petitioner is being held to a discriminatory and unnecessary standard.

K. REBUTTAL: THE "NON-ENROLLMENT" FICTION VS. PHYSICAL EVIDENCE

1. Respondent's Return rests on a blatant factual misrepresentation: the claim that Petitioner "never enrolled." This is not an administrative opinion; it is a demonstrable falsehood that constitutes **Defamation Per Se**.
2. **The Enrollment Reality:** Legally and factually, enrollment occurs at the moment a student is accepted, signs an enrollment contract, and is assigned courses. As shown in **Exhibit B (Student ID)** and **Exhibit G (Financial Receipt)**, the University treated Petitioner as a student for all purposes—including housing, ID issuance, and debt collection—until it became convenient to deny his existence to the LSAC.

3. **The "Graded Coursework" Contradiction:** Respondent's assertion that Petitioner had "no graded coursework" is factually incorrect. Petitioner received specific grades for **Journalism 398** and **Spanish 109** during his period of attendance. While these may not have resulted in final "semester grades" due to the mid-term withdrawal, the existence of this coursework further confirms the University's internal records are being selectively reported to this Court.
4. **Policy vs. Duty:** Respondent argues their "policy" prevents issuing "W" grades for non-payment. While Petitioner disputes this as being contrary to standard academic practice, the central issue remains: **The University cannot use a grading policy as a license to lie about the fact of attendance.**
5. If the University chooses not to list "W"s, they are still under a **ministerial duty** to report a status that is factually true—such as "Registered/Withdrawn" or "Withdrawn for Non-Payment." Reporting "Never Enrolled" to the LSAC is an affirmative misrepresentation that creates a permanent, false "black mark" on Petitioner's character and fitness.

L. ESCALATION OF DAMAGES AND COLLATERAL LIABILITY

1. The Petitioner's Second Amended Complaint, submitted herewith as a supplemental filing, formally increases the demand for damages to **$1,000,000,000.00 (One Billion Dollars)**. This escalation is not merely a reflection of the initial administrative errors, but a direct consequence of the Respondent's continued, willful, and wanton refusal to remedy these errors in the face of an active emergency.
2. The Respondent's lack of urgency and persistent inaction has created a state of **collateral liability**, as their conduct continues to inflict direct and indirect irreparable harm upon both the Petitioner and his minor daughter. By failing to act, the University has moved beyond mere administrative delay and into a space of active, daily damage to the Petitioner's educational interests and the legal interests of both the Petitioner and his daughter.

M. *RES IPSA LOQUITUR*: THE EVIDENCE SPEAKS FOR ITSELF

1. Petitioner's status as a student is not a complex factual dispute requiring discovery or weeks of investigation; rather, it is a matter of **Res Ipsa Loquitur**—the evidence speaks for itself.
2. The University's position is defeated by a simple, undeniable syllogism:

- **Major Premise:** The University of South Carolina issues official Student Identification Cards only to individuals who are admitted and enrolled as students.
- **Minor Premise:** Petitioner possesses an official University Identification Card (**USCID T07579056**) featuring his name and photograph (Exhibit B).

- **Conclusion:** Petitioner was an admitted and enrolled student.

3. It is a logical and administrative impossibility for an individual to "never exist" in a university's system while simultaneously possessing a permanent, photo-bearing credential issued by that same system.
4. It should not take a public university more than one hour to correct an administrative record for a student who was clearly admitted, enrolled, issued a housing contract, and assigned a unique USCID. The University's continued refusal to acknowledge this "speaking fact" is the very definition of **arbitrary and capricious conduct** that warrants the immediate issuance of a Writ of Mandamus.

O. REBUTTAL TO RESPONDENT'S ARGUMENT REGARDING ENTITLEMENT TO MANDAMUS AND INJUNCTIVE RELIEF

Respondent argues that Petitioner fails to meet the high bar for a Writ of Mandamus or an Emergency TRO. This argument is based on a fundamental mischaracterization of both the facts and the law.

1. Petitioner Has a Clear Legal Right to an Accurate Academic Record

A. Respondent asserts that because Petitioner was dropped for non-payment, no "duty" exists to provide a transcript. This is legally incorrect.
B. **The "Registration" Right:** Respondent's own Affidavits (Ex. A and B, ¶ 4) admit Petitioner was **"accepted and registered for classes."** Under South Carolina law and University policy, "Registration" is a distinct administrative act that creates a record.
C. **Ministerial vs. Discretionary:** While a University has *discretion* over what grades to award, it has a **ministerial duty** to accurately report a student's status. Reporting "Never Enrolled" to LSAC when the University's own records show "Registered" is a breach of that ministerial duty. Mandamus is appropriate here to compel the University to perform the non-discretionary act of correcting a demonstrably false status.
D. Respondent claims that withholding Petitioner's record is 'standard procedure' for non-payment. However, Petitioner was informed by a staff member within the Office of the Registrar that the University **does not withhold transcripts solely due to outstanding debt.** This suggests that the University's current refusal is not a 'standard' administrative act, but rather an **arbitrary and discriminatory** application of policy specifically targeted at the Petitioner.
E. Respondent's own Exhibits provide the 'smoking gun' regarding Petitioner's status. Exhibit H, attachment 3 and attachment 4 (Bursar Affidavit) confirms that Petitioner paid **$961.00** toward a housing debt. Legally, one cannot owe 'student housing debt' unless one is a student. By accepting nearly $1,000 to resolve a housing balance and promising a transcript release in return, the University **judicially admitted** that Petitioner was an

enrolled student. They cannot now claim Petitioner 'never existed' in their system simply because it is legally convenient for their defense.

2. Irreparable Harm: The "Credibility Trap"

A. Respondent callously suggests that Petitioner suffers no harm because he can simply "remove USC" from his LSAC application. This is a dangerous invitation to commit academic fraud.
B. **Mandatory Reporting:** LSAC and Law School Admission Boards require applicants to disclose *every* institution attended. Because USC issued Petitioner a Student ID and accepted $961.00 in payments, Petitioner is ethically and legally bound to list USC.
C. **The Defamation Harm:** By USC reporting "Never Enrolled," they create a direct conflict with Petitioner's sworn application. This makes Petitioner appear dishonest to every law school in the country. This loss of professional reputation and the potential permanent bar from the legal profession constitutes **irreparable harm** that money damages alone cannot fix.
D. **Personal Statement:** Petitioner holds the Columbia, South Carolina community in high regard. 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 Petitioner and his minor daughter. While it is regrettable that external administrative failures have necessitated this level of judicial intervention, Petitioner seeks a resolution that restores a functional relationship with the institution. When I was accepted and enrolled at the University of South Carolina, I was proud to be a student and was excited to be provided with all the benefits and opportunities of a USC education. However, in order for the University to maintain the esteem and honor I have long held for it, the institution must act in accordance with its mission and do what is best for its students.

3. LIKELIHOOD OF SUCCESS ON THE MERITS

A. Respondent's defense is built on a fatal logical contradiction. They cannot argue, on one hand, that Petitioner was "never a student," while arguing, on the other hand, that he owes over a thousand dollars in **"housing debt"** (as seen in the Bursar's Affidavit, Attachment 4B).
B. **The Financial Estoppel:** If Petitioner was "never enrolled," he could not, as a matter of law or University policy, incur a housing debt or a tuition balance. By asserting these debts exist—and by accepting Petitioner's **$961.01 payment** toward the housing debt (Exhibit G)—the University has made a **judicial admission** that Petitioner was a registered student.
C. **The "Smoking Gun":** If Petitioner owed tuition and was subsequently dropped from courses due to non-payment, he was, by definition, a **registered student** at the time the debt was incurred. One cannot "withdraw" or be "dropped" from a status one never held.

D. Petitioner is highly likely to succeed on the merits because Respondent's own exhibits and affidavits provide the "smoking gun" evidence that proves Petitioner's status. The University is attempting to enjoy the financial benefits of Petitioner's enrollment (by collecting fees) while denying the administrative obligations of that same enrollment. This is the definition of **arbitrary and capricious conduct.**

4. THE BALANCE OF EQUITIES FAVORS THE PETITIONER

A. The "harm" to the University in accurately reporting a student as "Registered/Withdrawn" is **de minimis**. It requires nothing more than a simple clerical data entry correction to reflect the reality already admitted in the University's own internal records and affidavits.
B. In stark contrast, the "harm" to the Petitioner is **total and irreparable**. The University's refusal to correct the record has resulted in:
    - The potential destruction of Petitioner's Fall 2026 Law School aspirations;
    - A permanent "character and fitness" cloud over his professional reputation; and
    - The obstruction of his ability to gain the legal licensure necessary to advocate for his minor daughter's civil rights and safety.
C. There is no public interest served by allowing a state institution to maintain and publish a demonstrably false administrative record. Because the University faces no prejudice by being forced to tell the truth, while the Petitioner faces the ruin of his professional future, the balance of hardships tips **decidedly** in favor of the Petitioner.

VI. CONCLUSION

R. PRAYER FOR RELIEF Petitioner respectfully requests that this Court reject the Respondent's denials, grant the Writ of Mandamus, and order the immediate correction of Petitioner's records as requested in the Proposed Order.

Petitioner respectfully requests that this Court:

1. **Issue a Writ of Mandamus** directing the lower court to vacate the May 4, 2026, hearing date and schedule an immediate hearing on the merits of the underlying emergency motions, as the current delay constitutes a denial of a clear legal right;
2. **Order the Lower Court to schedule an immediate Rule 16(b) Initial Scheduling Conference** to establish a strict, expedited timeline for discovery, the mandatory production of Petitioner's academic records, and the filing of further motions;

3. **Grant an Emergency Temporary Restraining Order and Preliminary Injunction** to immediately prevent the Respondent from further misrepresenting the Petitioner's academic status and to compel the immediate release of accurate records during the pendency of this litigation;
4. **Order the Respondent to pay the sum of $961.00** to the Petitioner immediately, representing the reimbursement of fees paid for transcripts and records that the Respondent has failed to provide or has accurately suppressed, causing direct financial loss;
5. **Grant the Proposed Second Amended Order** in its entirety; and
6. **Take notice of the Second Amended Complaint** and the $1,000,000,000.00 in sought damages as part of the evolving record of harm, which reflects the additional damages and extended harm caused to the Petitioner and his minor daughter due to these ongoing delays.

Respectfully,



Dated: 3/1/26

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

Pro Se Plaintiff

FORM 7
PROOF OF SERVICE OF Petitioner's Reply to Respondent's Return to Petition for Writ of Mandamus and supporting documents

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Daniel Coble, Circuit Court Judge
Civil Action No.: 2026-CP-40-00645
Appeal Number: 2026-000348

RECEIVED
Mar 02 2026
SC Court of Appeals

Ubong Christopher Ubokudom , Appellant

v.

University of South Carolina, Respondent.

PROOF OF SERVICE

The undersigned hereby certifies that on March 1, 2026, a copy of the foregoing Motion to immediately grant petition, Petitioner's Reply to Respondent's Return to Petition for Writ of Mandamus, Attachment 1 (Declaration Petitioner), Attachment 2 (Email log) Attachment 3 (Supplemental motion to file leave to amend Second Amended Complaint supporting documents: Memorandum in support of the motion and exhibits A-K, Attachment 4A Exhibit A – Affidavit of University Registrar, Attachment 4B Exhibit B – Affidavit of University Bursar, and Second Amended Proposed Order was duly served upon the Respondent concurrently via email and will be hand delivered on March 2, 2026 to:
Jacob Biltoft
3700 Forest Dr.
Columbia, SC 29204

Respectfully,

Dated: 3/1/26

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

ATTACHMENT INDEX

- **Attachment 1:** Declaration of Petitioner.
- **Attachment 2:** Email Log documenting attempts at communication with Respondent's counsel.
- **Attachment 3:** Supplemental Motion for Leave to Amend Second Amended Complaint and supporting documents, including Exhibits A-L.
- **Attachment 4A:** Exhibit A – Affidavit of University Registrar.
- **Attachment 4B:** Exhibit B – Affidavit of University Bursar.

Respectfully,



Dated: 3/1/26

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

Pro Se Plaintiff

RECEIVED
Feb 27 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

RECEIVED
Apr 20 2026
SC Court of Appeals

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

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

v.

University of South Carolina ……Defendant/Respondent.

RESPONDENT'S RETURN TO PETITION FOR WRIT OF MANDAMUS

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STATEMENT OF THE CASE AND FACTS

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

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

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

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

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

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

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

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

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

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

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

STANDARD OF REVIEW

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

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

ARGUMENT

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

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

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

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

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

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

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

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

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

[1] https://www.lsac.org/applying-law-school/jd-application-process/cas/requesting

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

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

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

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

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

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

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

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

CONCLUSION

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

Respectfully submitted,

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

Columbia, South Carolina
February 27, 2026

RECEIVED
Feb 27 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

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

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

v.

University of South Carolina ……Defendant/Respondent.

CERTIFICATE OF SERVICE

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

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

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

EXHIBIT
A

Affidavit of USC Registrar

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 ELAINE BELESKY**

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

1. I am currently employed by the University of South Carolina as the Interim University Registrar

2. In my position as Registrar, I oversee student registration, class scheduling, and the generation and transmittal of student transcripts.

3. I am familiar with the allegations in Plaintiff's Complaint and have reviewed materials related to the Plaintiff's 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. A prospective student remains enrolled only after payment of tuition for that semester. Pursuant to University policy, a student who does not pay tuition will not receive any grade entered for the registered classes that semester. [Attachment 1- FINA 8.00].

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

Elaine Belesky
(*Affiant*)

SWORN TO AND SUBSCRIBED
BEFORE ME
This 24 day of February, 2026,
Columbia, South Carolina.

MELISSA GILBERT
My Commission Expires
NOTARY PUBLIC
12-05-2028
STATE OF SOUTH CAROLINA

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 12·5·28

ATTACHMENT

1

FINA 8.00

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

PURPOSE

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

POLICY STATEMENT

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

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

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

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

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

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

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

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

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

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

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

PROCEDURES

A. Budget Process: A request for fees is announced each year during the annual budget process by the University Budget Office. All requests for establishing, collecting or exempting fees, or rewording official description of assessment must be submitted in writing. Requests for changes to the schedule of tuition and fees will be submitted through the Budget office to the Executive Vice President for Administration and Chief Financial Officer to the Board of Trustees for approval.

B. The Tuition and Fee schedule, once approved by the Board of Trustees, will be posted on the University Bursar's website and included in the official Budget Document.

C. Each semester, assessments of tuition and fees will be posted to each student's account. It is the responsibility of the student to pay the assessed tuition and fees, and other charges on the account by the due date, or the date incurred, whichever is later.

RELATED UNIVERSITY, STATE AND FEDERAL POLICIES

ACAF 3.50 Academic Bulletins and Planning Calendar
FINA 8.03 Free Tuition and Reduction of Fees
FINA 8.04 Tuition Award Program
FINA 8.05 Law School Educational Fee Waiver
FINA 8.10 Receipt and Handling of University Payments

HISTORY OF REVISIONS

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

ATTACHMENT

2

Parchment Refund

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

Order Canceled

Dear Ubong,

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

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

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

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

Thank you,

The Parchment Team

We're here if you need us

Outlook

Ubong Christopher Ubokudom

From Jones, Kristen <[redacted]
Date Thu 2/26/2026 9:01 AM
To Belesky, Elaine [redacted]
Cc Bomar, Teresa [redacted]

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

Thank you,

Kristen T. Jones
Assistant Registrar for Academic Records

[redacted] | sc.edu/registrar

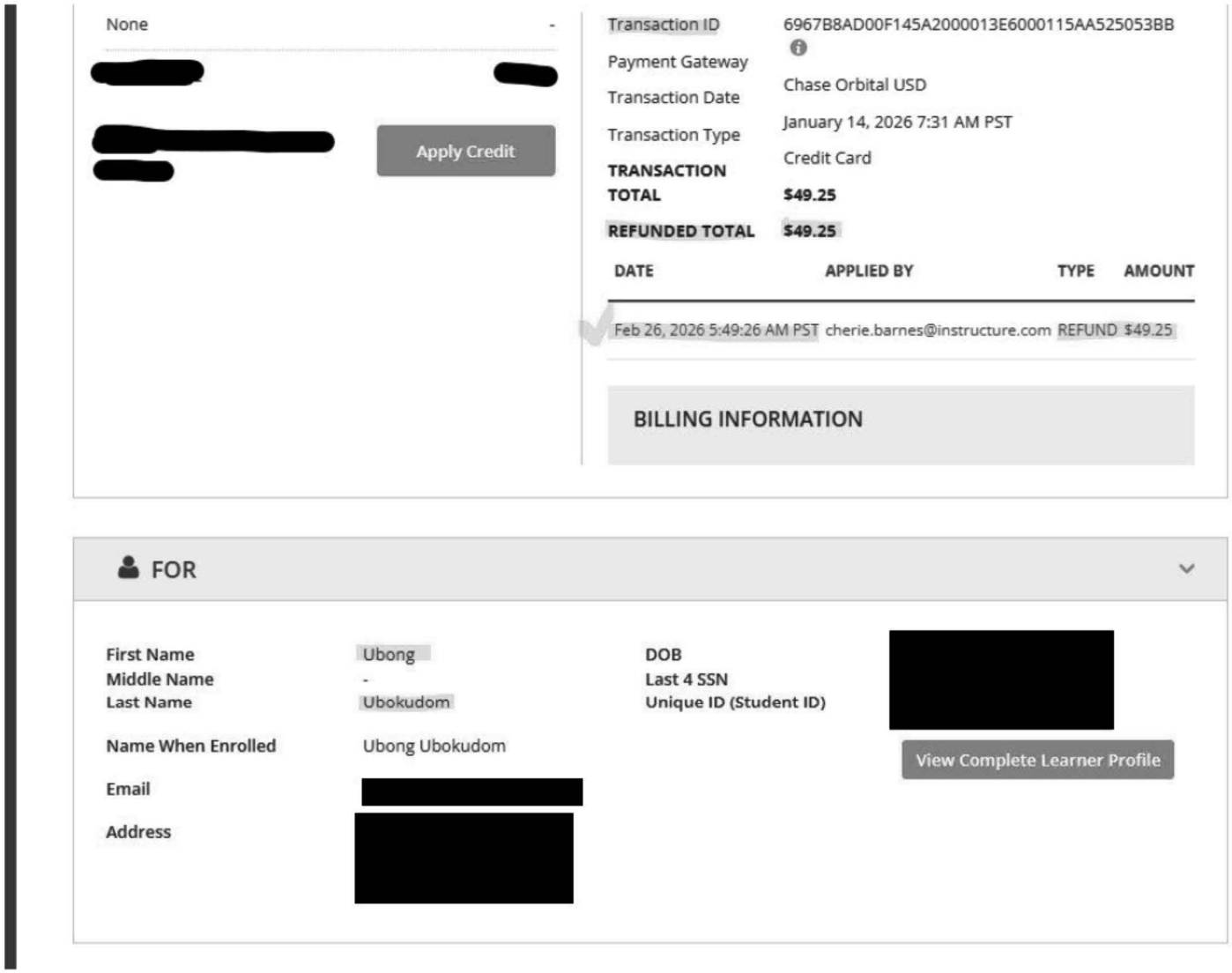
Office of the University Registrar
University of South Carolina
1244 Blossom Street, Suite 106
Columbia, SC 29208

UNIVERSITY OF
South Carolina

From: membersupport@parchment.com <membersupport@parchment.com>
Sent: Thursday, February 26, 2026 8:56 AM
To: Jones, Kristen [redacted]
Cc: molly.mclean@instructure.com <molly.mclean@instructure.com>; Bomar, Teresa [redacted]
Subject: Parchment Support Suggested Solution: Case # 13651080 [ref:!00DA00Ibsk.!500TU0shpsz:ref]

Good Morning,

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



Please let me know if there is anything else I can do to assist you.

I hope you have a great weekend coming up!

Warm Regards,

Cherie

ref:!00DA00Ibsk.!500TU0shpsz:ref

ATTACHMENT

3

Letter to LSAC

C12

January 20, 2026

To Whom It May Concern:

An academic certification for:

UBONG C UBOKUDOM

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

[redacted]

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

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

END OF CERTIFICATION

[redacted]

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE UNIVERSITY REGISTRAR
COLUMBIA

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

[redacted]

EXHIBIT
B

Affidavit of Bursar

STATE OF SOUTH CAROLINA 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 NICOLE PRESSLEY**

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

1. I am currently employed by the University of South Carolina as the University Bursar and the Associate Vice President for Administration and Finance.

2. In my position as University Bursar, I oversee the collecting and analyzing of student fees and payments, billing, and accounts payable.

3. I am familiar with the allegations in Plaintiff's Complaint and have reviewed materials related to the Plaintiff's billing and payment history with the University of South Carolina.

4. Plaintiff attempted to enroll in the spring semester of 2025. He was accepted and registered for classes.

5. Plaintiff had access to the tuition bill for this Spring 2025 semester beginning on December 18, 2024, via the "Self Service Carolina" student portal. The deadline for payment of tuition for the Spring 2025 semester was January 28, 2025.

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

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

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

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

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

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

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

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

Nicole Pressley
(*Affiant*)

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



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

ATTACHMENT

1

Repayment Agreement

Student Customer Services
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE BURSAR
REPAYMENT AGREEMENT

Student's Name: Mr. Ubong C Ubokudom **Student ID #:** [redacted]

I, Mr. Ubong C. Ubokudom, do hereby agree to repay the **University of South Carolina** the total sum of **$1,922.01**, incurred during the **Spring 2025** term. I agree to pay a **down payment of $961.00 January 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]
Authorized Bursar Signature

1/12/2026
Date

[redacted]
Student's Signature

1/12/26
Date

Current Address: [redacted]

City: [redacted]

Telephone: [redacted]

Email address: [redacted]

1/12/2026

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

Payments may be mailed to:
Bursar's Office
Student Customer Services
[redacted]

Payments may be made online:
Marketplace

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

RECEIVED
Mar 02 2026
SC Court of Appeals
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Apr 20 2026
SC Court of Appeals

STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

Ubong Christopher Ubokudom, Appellant,

v.

The University of South Carolina, Respondent.

Case No.: **2026-000348**

MOTION TO IMMEDIATELY GRANT PETITION FOR WRIT OF MANDAMUS AND INJUNCTIVE RELIEF

TO THE HONORABLE COURT OF APPEALS:

Petitioner, Ubong Christopher Ubokudom, appearing *pro se*, respectfully moves this Court to **IMMEDIATELY GRANT** the Petition for Writ of Mandamus and Injunctive Relief. In support of this Motion, Petitioner shows the Court as follows:

1. **MERITS OF THE RETURN** The Respondent's Return acknowledges the core facts of this case: that Petitioner was accepted and registered for classes. Despite this admission, Respondent continues to report a status of "Never Enrolled" to the LSAC, a demonstrably false statement that constitutes a breach of their ministerial duty.
2. **URGENCY OF RELIEF** Respondent's filing does not alleviate the ongoing irreparable harm. Petitioner has already missed critical law school deadlines, and every day the false reporting remains active, Petitioner's professional reputation and future opportunities are further degraded.
3. **ABSENCE OF FACTUAL DISPUTE** Because the Respondent's own affidavits admit to Petitioner's registration, there is no genuine issue of material fact regarding the act of enrollment. The University's refusal to update the record to reflect "Registered/Withdrawn" is arbitrary and capricious, and no further deliberation is required for this Court to act. Respondent's Return has converted this matter into a question of law only. Since they admit the act of registration, they no longer have the discretion to report 'Never Enrolled.' The case is ripe for an immediate ruling.
4. **Ministerial Duty:** The correction of a student's enrollment record and the release of a transcript are ministerial, non-discretionary duties. As Petitioner has provided undisputed physical evidence (University ID, Housing Contract, and $0.00 Balance Receipts), there is no "investigation" required by USC that justifies further delay.
5. **Irreparable Harm is Actual:** Petitioner has already missed multiple Law school deadlines. Every hour of additional delay by USC results in the permanent loss of further Law School Admission Council (LSAC) opportunities for the Fall 2026 cycle.
6. **Public Interest:** It is in the public interest for state institutions to be held to a standard of accuracy and accountability, especially when their administrative errors threaten the professional future of a citizen and the legal interests of a minor child.

WHEREFORE, Petitioner prays this Court **GRANT** the Writ of Mandamus and the attached [**Second Amended Proposed] Order** immediately to prevent further irreparable harm

Respectfully,



Dated: 3/1/26

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

Pro Se Plaintiff