

RECEIVED

May 12 2026

SC Court of Appeals

Exhibit

A

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2026CP4000645

Ubong Christopher Ubokudom et al
PLAINTIFF(S)

University Of South Carolina
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Plaintiff's Motions were heard in-person on May 4, 2026. After hearing arguments presented by the parties, Plaintiff's discovery motions are DENIED because the Court finds the Defendant has complied with discovery.
See page 2

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/08/2026 .

Ubong Ubokudom
Ubong Christopher Ubokudom for Ubong Christopher Ubokudom
Ubong Christopher Ubokudom for Ubong Christopher Ubokudom

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

To obtain an injunction, the plaintiff must allege facts sufficient to constitute a cause of action for injunction and demonstrate the injunction is reasonably necessary to protect the legal rights pending in the litigation. To establish a cause of action for injunction, the plaintiff must show (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *Peek v. Spartanburg Reg'l Healthcare Sys.*, 367 S.C. 450 (Ct. App. 2005).

As such, the Plaintiff's Motion for Temporary Injunction is DENIED as the Plaintiff does not meet these elements.



Richland Common Pleas

Case Caption: Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina
Case Number: 2026CP4000645
Type: Order/Electronic Form 4

So Ordered

s/ Daniel Coble, 2774

Electronically signed on 2026-05-08 10:22:43 page 3 of 3

Certificate of Electronic Notification

Recipients

Jacob Biltoft - Notification transmitted on 05-08-2026 02:19:04 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2026CP4000645

Official File Stamp: 05-08-2026 02:18:56 PM

Court: CIRCUIT COURT

Common Pleas

Richland

Case Caption: Ubong Christopher Ubokudom , plaintiff, et al vs University Of South Carolina

Form 4 Plaintiff's Motions were heard in-person on May 4, 20 Form 4 Plaintiff's Motions were heard in-person on May 4, 2026. After hearing arguments presented by the parties, Plaintiff's discovery motions are DENIED because the Court finds the De...

Document(s) Submitted:

Filed by or on behalf of: Daniel Coble

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Jacob Alan Biltoft for University Of South Carolina

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Ubong Ubokudom

Ubong Christopher Ubokudom for Ubong Christopher Ubokudom

Ubong Christopher Ubokudom for Ubong Christopher Ubokudom

Exhibit

B

For the Appellant (Pro Se): Ubong Christopher Ubokudom P.O. Box 1594 Columbia, SC
29202 Telephone: 248-952-7833

[Current Date: May 11, 2026]

Clerk of Court for Richland County 1701 Main Street Columbia, SC 29201

RE: Notice of Appeal – *Ubong Christopher Ubokudom v. University of South Carolina*
Case No.: 2026-CP-40-00645

Dear Clerk of Court:

Enclosed for filing is the original **Notice of Appeal** in the above-referenced matter, appealing the order of the Honorable Daniel Coble dated May 8, 2026.

Also enclosed is the filing fee of **\$25.00** as required by the South Carolina Appellate Court Rules.

Please clock-stamp the enclosed copies of the Notice of Appeal and return them to me for my records and for filing with the South Carolina Court of Appeals.

Respectfully,




/s/ Ubong Christopher Ubokudom
Ubong Christopher Ubokudom
P.O. Box 1594 Columbia, SC 29202
Appellant Pro Se

Dated: May 11, 2026

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THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY Court of Common Pleas Daniel Coble, Circuit Court
Judge

Ubong Christopher Ubokudom, Appellant,

v.

University of South Carolina, Respondent.

Case No.: 2026-CP-40-00645

NOTICE OF APPEAL

For the Appellant (Pro Se): Ubong Christopher Ubokudom P.O. Box 1594 Columbia, SC 29202 Telephone: 248-952-7833

For the Respondent (University of South Carolina): Jacob A. Biltoft, Esq. The McKay Firm, P.A. 3700 Forest Dr., suite 404, Columbia, SC 29204 Telephone: [\(803\) 256-4645](tel:8032564645)

Appellant Ubong Christopher Ubokudom hereby gives notice of his appeal to the South Carolina Court of Appeals from the Order of the Honorable Daniel Coble, dated May 8, 2026, and entered in the office of the Clerk of Court for Richland County on May 8, 2026. Appellant received notice of entry of this order on May 8, 2026.

The Order (attached as **Exhibit A**) denied Appellant's Motion for a Preliminary Injunction and Motions to Compel Discovery. Furthermore, the Order failed to rule upon or address Appellant's the motion to determine sufficiency, the motion for leave to amend and supplement the second amended complaint as well as the motion for an amended schedule and expedited trial, effectively denying the procedural relief necessary to prevent irreparable harm.

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I. JURISDICTIONAL STATEMENT This appeal is taken pursuant to **S.C. Code Ann. § 14-3-330(2)**, as the Order is an intermediate order affecting a substantial right. The denial of injunctive relief and the failure to enforce conclusive judicial admissions effectively deprives Appellant of a meaningful remedy and causes immediate, irreparable harm to the professional career of the Appellant and the legal rights of his minor child. This Notice is filed in conjunction with a Petition for Supersedeas pursuant to **Rule 241, SCACR**.

II. STATEMENT OF ISSUES ON APPEAL

Pursuant to **S.C. Code Ann. § 14-3-330(2)**, Appellant identifies the following issues which affect a substantial right and warrant immediate appellate review:

1. **Denial of Injunctive Relief as to Unique Educational Interests:** Whether the trial court erred in denying a Preliminary Injunction where Appellant demonstrated that Respondent's "No Record" reporting creates an immediate, irreparable blockade to law school matriculation—a unique educational opportunity that cannot be remedied by monetary damages after the June 15, 2026, ABA deadline.
2. **Failure to Enforce Conclusive Judicial Admissions:** Whether the trial court committed an error of law by failing to acknowledge and enforce conclusive judicial admissions established under **Rule 36, SCRCF**, regarding Appellant's enrollment and his **\$961.00** payment for the release of records.
3. **Abuse of Discretion regarding Discovery Verifications:** Whether the trial court erred in finding Respondent "complied with discovery" when Respondent failed to provide a unified corporate verification under **Rule 33, SCRCF**, as required by **Tupper v. Dorchester County**, 326 S.C. 318 (1997).
4. **Failure to Rule on Essential Procedural Motions:** Whether the trial court's failure to rule on Appellant's **Motion for Leave to Amend and Supplement** and not granting his second amended and supplemented complaint and **Motion for an Expedited Trial** effectively deprives Appellant of a meaningful path to final judgment, thereby affecting a substantial right.
5. **Protection of Minor's Legal Interests:** Whether the trial court erred in failing to exercise its inherent authority as *parens patriae* to grant emergency relief when Respondent's conduct prevents Appellant from fulfilling his professional requirements to serve as legal counsel for his minor child. Absent an immediate stay and mandatory injunction, Appellant will be permanently barred from completing the legal education necessary to serve as counsel for his minor daughter in future litigation regarding defective products. This loss of a unique legal right—**the right to be represented by a specific advocate with a vested interest in the minor's welfare**—cannot be remedied by monetary damages.

III. NATURE OF THE CASE AND ERRORS TO BE REVIEWED The underlying action involves a breach of implied contract, defamation per se, negligence, Breach of implied contract, Promissory estoppel, Breach of duty under the SC APA, Break of contract accompanied by fraudulent act, Declaratory judgement, Gross negligence and reckless disregard, and Intentional infliction of emotional distress claims regarding the Respondent's failure to accurately

report Appellant's enrollment history. Appellant will seek review of the following errors, among others, on appeal:

1. Whether the trial court erred in finding no "likelihood of success on the merits" when the Respondent's own Requests for Admission conclusively admit Appellant registered for and attended classes (RFA #4).
2. Whether the trial court erred in finding no "irreparable harm" despite the documented impact on Appellant's court-ordered duty to provide legal advocacy for his minor child.
3. Whether the trial court erred in determining that unverified, unsworn discovery responses signed only by counsel were sufficient under Rule 36, SCRCP.
4. Whether the trial court erred in finding no "likelihood of success on the merits" when the Respondent's own Requests for Admission conclusively admit In **RFA # 4**, the Respondent admits that "Appellant registered for courses at USC and attended classes."
5. Whether the trial court erred in finding no "likelihood of success on the merits" when the Respondent's own Requests for Admission conclusively admit in **RFA #16,17**, the Respondent admits it communicated to the Appellant that a payment of \$961.00 was required to resolve an "administrative hold" on his account.
6. Whether the trial court erred in finding no "likelihood of success on the merits" when the Respondent's own Requests for Admission conclusively admit and evidence submitted at the May 4th hearing includes an email from University staff directing the Appellant to "re-enroll." As a matter of logic, one cannot "re-enroll" in an institution they never attended.
7. Whether the trial court erred in finding no "irreparable harm" despite the documented LSAC evidence requiring all law school candidate submit official transcript from previous Universities that they have attended even if they have withdrawn grades; the Respondent cannot simultaneously admit that the Appellant 'registered for courses and attended classes' (RFA #4) while reporting to third parties that the Appellant has 'no enrollment history.' This is not a matter of legal interpretation, but a documented factual falsehood that the Court's Order failed to address.
 - A. Despite these admissions, the Respondent continues to report to the LSAC that the Appellant has "no record of academic work" and "no enrollment history." The Respondent 's own discovery responses prove that their reporting to third parties is factually false. These admissions constitute a *prima facie* case for the underlying litigation, satisfying the "likelihood of success" requirement.

IV. ERRORS OF LAW AND MANDATORY RELIEF ARISING FROM JUDICIAL ADMISSIONS

The trial court committed a manifest error of law by failing to recognize the conclusive effect of judicial admissions created by operation of law under Rule 36, SCRCP. This foundational error led to the subsequent erroneous denial of several dependent motions. Appellant seeks review of these denials, as the following relief is a mechanical necessity for a fair resolution:

1. **Failure to Compel Proper Discovery Verification (Rule 33):** The court erred in permitting unverified, attorney-only signatures and fragmented departmental verifications. Appellant seeks an order requiring Respondent to designate a single

Corporate Representative and Custodian of Records with the authority to verify the totality of Respondent's discovery responses, as required by Rule 33, SCRPC.

2. **Not addressing the motion for Leave to Amend and Supplement:** The court erred in not addressing the motion to leave to align the pleadings with the facts now conclusively admitted by the Respondent. Justice requires that Appellant be permitted to amend the Second Amended and supplemented Complaint to reflect the current evidentiary record.
3. **Not addressing the necessity to Expedite Trial and Scheduling to prevent irreparable harm to the Appellant and his minor child:** Given that core issues of registration and attendance are now admitted, the factual scope of the case has narrowed significantly. The court erred in refusing to issue an **Amended Scheduling Order** and an **Expedited Trial Date**, causing ongoing irreparable harm to Appellant's professional matriculation and his duty to advocate for his minor child.

V. ERROR REGARDING CONCLUSIVE ADMISSIONS BY OPERATION OF LAW (RULE 36, SCRPC) The trial court committed a reversible error of law by failing to recognize that the core facts of this dispute—specifically Appellant's registration and attendance—have been **conclusively established** by operation of law. Pursuant to Rule 36(a), SCRPC, Respondent failed to serve timely, verified, and sufficient responses to Appellant's Requests for Admission. Under Rule 36(b), SCRPC, these matters are not merely evidence but are judicial admissions that cannot be contradicted. The trial court's order denying injunctive relief directly contradicts these established facts, constituting an abuse of discretion and an error of law.

VI. TRANSCRIPT RECORD Pursuant to Rule 207, SCACR, Appellant has contemporaneously placed an electronic email written request to order a transcript of the hearing held on May 4, 2026. A copy of the written request is being served upon the Court Reporter/ERO, the Office of Court Administration, and the Respondent.

VII. NOTICE OF INTENT TO FILE PETITION FOR SUPERSEDEAS

Appellant hereby gives notice that, pursuant to **Rule 241, SCACR**, a Petition for Supersedeas and Emergency Temporary Stay is being filed contemporaneously with this Notice of Appeal to prevent the imminent forfeiture of Appellant's law school enrollment and to protect the legal interests of Appellant's minor child.

CERTIFICATE OF SERVICE

I, Ubong Christopher Ubokudom, hereby certify that I have this day, May 11, 2026, served a copy of the foregoing **Notice of Appeal** (including Exhibit A) upon all parties to this matter by the following means:

To Counsel for Respondent: Jacob A. Biltoft, Esq. The McKay Firm, P.A. 3700 Forest Dr. Suite 404, Columbia, SC 29204 *Via Electronic Mail* jbiltoft@mckayfirm.com, on May 10, 2026 and *hand delivery* on May 11, 2026.

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To the Trial Court Clerk: Clerk of Court for Richland County 1701 Main Street Columbia, SC 29201 *Via Hand-Delivery/Filing on May 11, 2026.*

To the Office of Court Administration: transcripts@sccourts.org *Via Electronic Mail (Rule 207 Notice) on May 11, 2026.*

Respectfully,




/s/ Ubong Christopher Ubokudom
Ubong Christopher Ubokudom
P.O. Box 1594 Columbia, SC 29202
Plaintiff Pro Se
Dated: May 11, 2026

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Chris Ubokudom <cubok1@gmail.com>

EMERGENCY/EXPEDITED TRANSCRIPT REQUEST: Ubokudom v. USC (2026-CP-40-00645) - June 15 Deadline

1 message

Chris Ubokudom <cubok1@gmail.com>
To: jbiltoft@mckayfirm.com
Cc: transcripts@sccourts.org

Mon, May 11, 2026 at 10:03 AM

Dear Court Administration and Mr. Biltoft,

Attached please find the formal Transcript Request (SCCA Form 800) regarding the hearing held on May 4, 2026, in the matter of *Ubokudom v. University of South Carolina* (Case No. 2026-CP-40-00645) before the Honorable Daniel Coble.

As noted on the form, this hearing was captured via digital recording (DCRP) without a physical court reporter present.

EMERGENCY NOTICE: This request is being made on an expedited basis. Appellant is facing a firm American Bar Association (ABA) compliance deadline of June 15, 2026, for law school enrollment. **The administrative "point of no return" for processing these records is June 15, 2026.**





Failure to obtain a verified record and subsequent relief by these dates will result in the **permanent barrier for the Appellant to matriculate to law school for the 2026 Juris Doctor academic cycle.**

Please provide an estimate for the cost of this transcript at your earliest convenience so that payment may be remitted immediately to begin production.

Respectfully,

Ubong Christopher Ubokudom Appellant Pro Se

4 attachments

-  **Transcript Request form Completed SC Appeals_0001.pdf**
520K
-  **FORM Order 4- May 4th Order.pdf**
4K
-  **May 4th Hearing Order.pdf**
241K
-  **Notice of Appeal of May 8th order (Ubokudom v. USC) - Google Docs.pdf**
126K

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TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at transcripts@sccourts.org. If WebEx or DCRP were used to capture the record, please indicate below and send the form to transcripts@sccourts.org.

Requestor's Information			
Full Name Ubong Christopher Ubokudom	Law Firm/Agency Pro Se	Phone Number 248-952-7833	
Email Address cubok1@gmail.com		Mailing Address P.O. Box 1594, Columbia, SC 29202	
Is the requestor a party in the case? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, does the requestor represent a party? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of party _____			
Transcript Information			
Docket Number 2026-400-0645	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Ubokudom v. University of South Carolina		Circuit <input checked="" type="checkbox"/> Family <input type="checkbox"/>
Date(s) of Proceeding May 4, 2026	County Richland	Appeal pending <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Death Penalty <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Presiding Judge Judge Daniel Coble		Special Circumstances Is the hearing to be transcribed one of the following: <input type="checkbox"/> Termination of parental rights <input type="checkbox"/> Adoption <input type="checkbox"/> Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Jacob Biltoft, 3700 Forest Columbia, SC 29204		Delivery Timeframe (check Rule 607 for current page rates) <input type="checkbox"/> Quote <input type="checkbox"/> Rough Draft <input type="checkbox"/> Overnight delivery <input type="checkbox"/> Daily delivery <input checked="" type="checkbox"/> Expedited delivery (7 days) Due on/before: _____ <input type="checkbox"/> Regular delivery (60 days)	
Court Reporter(s) ERO (Electronic Record Official)	<input type="checkbox"/> WebEx <input checked="" type="checkbox"/> DCRP	Delivery Method (additional fees may apply) <input checked="" type="checkbox"/> PDF / Email <input type="checkbox"/> Hard Copy/Priority Mail (\$50 + shipping) <input type="checkbox"/> PDF & Hard Copy/Priority Mail (\$50 + shipping)	
Portion of proceeding to be transcribed <input checked="" type="checkbox"/> Entire hearing <input type="checkbox"/> Voir dire by juror <input type="checkbox"/> Jury selection <input type="checkbox"/> Plaintiff's opening statement <input type="checkbox"/> Defendant's opening statement <input type="checkbox"/> Plaintiff's closing arguments <input type="checkbox"/> Defendant's closing arguments <input type="checkbox"/> Entire direct examination <input type="checkbox"/> Entire cross examination <input type="checkbox"/> Entire redirect <input type="checkbox"/> Examination of witness (W) by attorney (A) W: _____ A: _____ <input type="checkbox"/> Ruling of the court		Responsible Payor <input checked="" type="checkbox"/> Private / Self <input type="checkbox"/> Court Appointed Counsel Appeals Attorney _____ Email _____ <input type="checkbox"/> Other _____	
Next Hearing Date May 4, 2026			

Requestor's Signature: _____
(Typed name will serve as signature)

Date: 5/11/26

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. **If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.**

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

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Exhibit

C

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

Ubong Christopher Ubokudom, Plaintiff, || v. |

University of South Carolina, | Defendant.

Case No.: 2026-CP-40-00645

In answering these requests for admission, the Defendant is requested to provide institutional responses based on all records available to the University of South Carolina, rather than the personal knowledge of any single individual, to ensure the accuracy of the University's official position.

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Defendant's responses are due within **thirty (30) days** of the date of service.

INSTRUCTIONS AND DEFINITIONS

1. **"Defendant" or "University"** refers to the University of South Carolina, including all departments (Registrar, Bursar, Housing, etc.), agents, and officials acting in their official capacities.
2. **"Identify"** with respect to a department or official position means to state the name of the department and the job title of the person responsible for the action.
3. **Continuing Duty:** These requests for admission are deemed continuing in nature. If the Defendant discovers additional information after serving its initial responses, it must promptly file supplemental responses.
4. **Lost or Destroyed Records:** If any record requested or referred to has been destroyed or discarded, state when it was destroyed, why it was destroyed, and the job title of the person who authorized the destruction.
5. Please view the motion to supplement the motion for leave to amend exhibits A-K, filed on 2/25/26, for references for the following requests for admission.

PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION

**Section 1: Requests to Admit Genuineness of Documents (Unlimited)
(Exempt from numerical limitation pursuant to Rule 36(c))**

RFA NO. 1 (Count I: Declaratory Judgment): Admit that University ID Card T07579056 (**Exhibit B**) was issued by the Defendant's ticketing or carding office as a result of the Plaintiff's status as a registered student.

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RFA NO. 2 (Count II: Breach of Implied Contract): Admit that the University's financial ledger for the Spring 2025 semester reflects a payment of **\$961.00 (Exhibit G)** applied toward the Plaintiff's student account.

RFA NO. 3 (Count III: Promissory Estoppel): Admit that the University communicated to the Plaintiff that the payment of a \$961.00 housing balance (**Exhibit H**) was a requirement for the release of his academic records.

RFA NO. 4 (Count IV: Breach of Duty under SC APA): Admit that on January 20, 2026, the University issued a written admission stating that the Plaintiff "**registered and attended**" classes (**Exhibit A**).

RFA NO. 5 (Count V: Specific Performance): Admit that the Defendant has the technical capability to transmit an electronic record to the LSAC or Parchment that accurately reflects the Plaintiff's registration history.

RFA NO. 6 (Count VI: Gross Negligence): Admit that the Defendant's internal "USC Account Statement" for "Term: Spring 2025" (**Exhibit I**) shows a Federal Pell Grant was attached to the Plaintiff's student profile.

RFA NO. 7 (Count VII: Defamation Per Se): Admit that the Defendant communicated to the Law School Admission Council (LSAC) that the Plaintiff has "**no official record of academic work**" or "**no enrollment history**" at the University.

RFA NO. 8 (Count VIII: Breach of Contract w/ Fraudulent Act): Admit that the University's transmission of a "No Record" notice to the LSAC (**Exhibit K**) was sent despite the existence of the internal "Registered and Attended" status documented in **Exhibit A**.

RFA NO. 9 (Count I: Declaratory Judgment / Ref: Exhibit B): Admit that the **University ID Card (T07579056)** shown in Exhibit B is an authentic document generated by the Defendant's official systems and that its issuance requires a student to be "active" in the University's enrollment database at the time of printing.

Section 2: Requests for Admission of Fact (Limit: 20)

RFA NO. 10 (Ref: Answer ¶ 5): Admit that the Defendant's internal "Banner" or Student Information System contains an entry for the Plaintiff for the Spring 2025 term with the status code or notation "Registered and Attended."

RFA NO. 11 (Ref: Answer ¶ 5): Admit that the Defendant certified the Plaintiff's enrollment for the Spring 2025 semester to the U.S. Department of Education for the purpose of receiving Federal Pell Grant funds.

RFA NO. 12 (Ref: Answer ¶ 7): Admit that the Defendant's report to the Law School Admission Council (LSAC) stating "no enrollment history" was sent *after* the Defendant had already generated the internal record in Exhibit A admitting the Plaintiff "registered and attended."

RFA NO. 13 (Ref: Answer ¶ 28): Admit that the Defendant has no evidence of any "external event" that physically prevented the Defendant from transmitting an accurate academic record to the LSAC.

RFA NO. 14 (Ref: Answer ¶ 30): Admit that the Defendant accepted and has not refunded the \$961.00 payment (Exhibit G) made by the Plaintiff for a housing debt.

RFA NO. 15: Admit that it is the official position of the University Registrar's office that it may withhold transcripts if it "fails to see how [releasing the record] would benefit" a student (**Exhibit J**).

RFA NO. 16 (Count II: Breach of Implied Contract / Ref: Exhibit G): Admit that the Defendant's acceptance of **\$961.00** from the Plaintiff (Exhibit G) created an obligation for the Defendant to maintain accurate and accessible administrative records for the Plaintiff for the Spring 2025 term.

RFA NO. 17 (Count III: Promissory Estoppel / Ref: Exhibit H): Admit that the email in **Exhibit H** constitutes a promise by the University that payment of the \$961.00 balance would result in the "updating" or "release" of the Plaintiff's academic records.

RFA NO. 18 (Count IV: Breach of Duty under SC APA / Ref: Exhibit A & C): Admit that the Defendant has no administrative record or policy that justifies issuing an "Admission of Truth" (**Exhibit A**) and a "Non-Enrollment Letter" (**Exhibit C**) on the same day for the same student.

RFA NO. 19 (Count V: Specific Performance / Ref: Exhibit D): Admit that the "cancellation" of the transcript request shown in **Exhibit D** was initiated by a manual action or instruction provided by the Defendant to the Parchment service.

RFA NO. 20 (Count VI: Gross Negligence / Ref: Exhibit I): Admit that the Defendant's financial aid office received and processed **Federal Pell Grant** funds for the Plaintiff's "Term: Spring 2025" as shown in the official USC Account Statement (**Exhibit I**).

RFA NO. 21 (Count VII: Defamation Per Se / Ref: Exhibit K): Admit that the statement "no official record of academic work" transmitted to the **LSAC (Exhibit K)** is factually inconsistent with the Defendant's internal records showing the Plaintiff "registered and attended."

RFA NO. 22 (Count VIII: Breach of Contract w/ Fraudulent Act / Ref: Exhibit F): Admit that at the time the Defendant reported "no record" to third parties, the Defendant's agents were aware that the Plaintiff was using those records to apply to law schools.

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RFA NO. 23 (Count IX: IIED / Ref: Exhibit J & E): Admit that the statement in **Exhibit J** (failing to see how a transcript "would benefit" the Plaintiff) was made by a University official who had the authority to release or withhold the Plaintiff's records.

RFA NO. 24 (Justification of Damages / Ref: Exhibit E): Admit that the Defendant has no evidence to contradict the fact that its administrative obstruction has directly interfered with the Plaintiff's court-ordered duty to represent his daughter in **Federal Case No. 3:25-cv-12608 (Exhibit E)**.

RFA NO. 25 (Destruction of Unique Opportunity): Admit that the Defendant was aware, via the **Harvard Law School notice (Exhibit F)**, that the Plaintiff possessed a unique and high-value professional opportunity that would be permanently forfeited if the Defendant reported "No Record" to the LSAC.

RFA NO. 26 (Intentionality of the Block): Admit that the decision to report "No Record" to the LSAC was an intentional administrative choice made with the knowledge that it would prevent the Plaintiff from meeting the court-ordered requirement for counsel in **Federal Case No. 3:25-cv-12608**.

RFA NO. 27 (Valuation of Federal Claims): Admit that the Defendant has no evidence to dispute the Plaintiff's valuation of damages in the amount of \$1,000,000,000.00, given the life-threatening risks and permanent physical injuries detailed in the **Federal Case Packet (Exhibit E)**.

RFA NO. 28 (Gatekeeping of Rights): Admit that by withholding the Plaintiff's records, the University acted as a "gatekeeper" to the Plaintiff's access to the federal judiciary and his ability to protect the constitutional rights of a minor child.

RFA NO. 29 (Lack of Mitigation): Admit that despite receiving the Plaintiff's formal grievances and evidence of enrollment (Exhibits A, B, and I), the Defendant took no steps to mitigate the Plaintiff's damages by issuing a temporary or corrected transcript to the LSAC.

Respectfully,



Dated: 3/5/26

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

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Pro Se Plaintiff

CERTIFICATE OF SERVICE I hereby certify that a copy of the foregoing was served upon counsel for the Defendant, Jacob Biltoft, Esq., at 3700 Forest Dr., Columbia, SC 29204, via email and hand delivery on this 5th day of March, 2026.



Ubong Christopher Ubokudom

VERIFICATION

STATE OF SOUTH CAROLINA) COUNTY OF _____)

Personally appeared before me, _____, who being duly sworn, says that he/she is an authorized agent of the Defendant, University of South Carolina; that he/she has read the foregoing Answers to Interrogatories and knows the contents thereof; and that the same are true of his/her own knowledge, except as to those matters stated on information and belief.

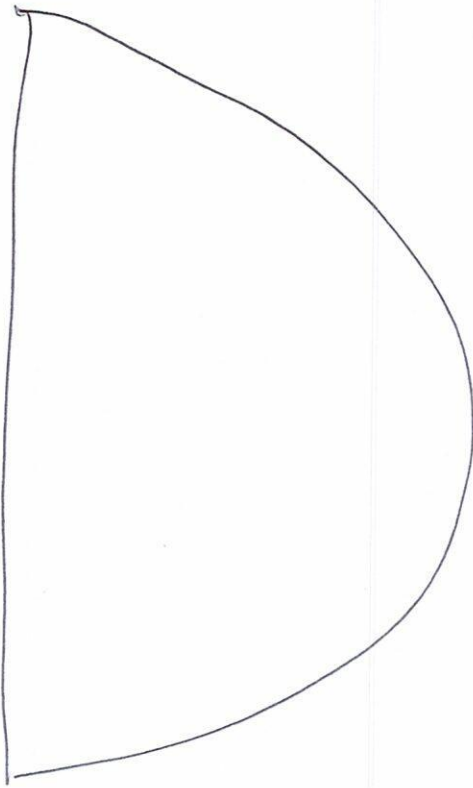
(Agent for Defendant)

SWORN to and subscribed before me this ____ day of _____, 2026.

Notary Public for South Carolina My Commission Expires: _____

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Exhibit





Chris Ubokudom <cubok1@gmail.com>

Service of Discovery: Ubokudom v. USC (Case No.: 2026-CP-40-00645)

Message

Chris Ubokudom <cubok1@gmail.com>

Thu, Mar 5, 2026 at 5:22 PM

To: jbiltoft@mckayfirm.com

Dear Mr. Bilstoft:

Please find the attached **Certificate of Service** regarding the discovery documents I delivered to your office today, **March 5, 2026**. As noted in the certificate, these documents include:

- **Plaintiff's First Set of Interrogatories**
- **Plaintiff's First Set of Requests for Admission**
- **Exhibit Index for Supplemental Second Amended Complaint**
- Certificate of Service filed today.

Please confirm your receipt and acceptance of these materials .

Regarding the response deadline of thirty (30) days , I would appreciate it if you could reach out as soon as possible if you have any questions or if there are specific items you feel cannot be answered. I would prefer to address any concerns or potential objections early on, rather than waiting until the final deadline to receive them.

I look forward to your prompt response.


Respectfully,

Ubong Christopher Ubokudom Plaintiff *pro se*

--
Ubong Christopher Ubokudom

4 attachments

19

 **Stamped-Certificate of Service (interrogatories and RFAs)_0001.pdf**
212K

 **USC-Interrogatories - Google Docs.pdf**
103K

 **USC-PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSION - Google Docs.pdf**
101K

 **Exhibit Index for Supplemental Second Amended Complaint - Google Docs.pdf**
84K

208 



March 9, 2026

Dear Ubong Ubokudom:

The following is in response to your request for proof of delivery on your item with the tracking number:
9589 0710 5270 3731 3214 10.

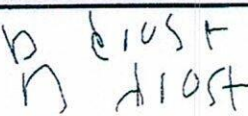
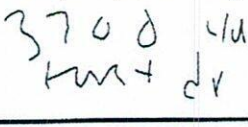
Item Details

Status:	Delivered, Left with Individual
Status Date / Time:	March 9, 2026, 11:29 am
Location:	COLUMBIA, SC 29204
Postal Product:	First-Class Mail [®]
Extra Services:	Certified Mail [™] Return Receipt Electronic

Shipment Details

Weight:	13.0oz
----------------	--------

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service[®] for your mailing needs. If you require additional assistance, please contact your local Post Office[™] or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service[®]
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

219

**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-40-00645

CERTIFICATE OF SERVICE

I, Ubong Christopher Ubokudom, Plaintiff *pro se*, hereby certify that on this **5th day of March, 2026**, I served a true and correct copy of the following documents:

1. **Plaintiff's First Set of Interrogatories to Defendant;**
2. **Plaintiff's First Set of Requests for Admission to Defendant.**
3. **Exhibit Index for Supplemental Second Amended Complaint**

Upon the Defendant's counsel of record via electronic delivery via email and hand delivered addressed as follows:

Jacob Biltoft, Esq. Jake Biltoft <jbiltoft@mckayfirm.com>

3700 Forest Dr.

Columbia, SC 29204

Pursuant to Rules 33 and 36 of the South Carolina Rules of Civil Procedure, Defendant's responses to the interrogatories and Requests for admissions are due within **thirty (30) days** of the date of service.

Respectfully,



Dated: 3/5/26

Ubong Christopher Ubokudom

P.O. Box 1594
Columbia, SC 29202

Pro Se Plaintiff

2026 MAR -5 PM 4:23
JEANETTE W. MCBRIDE
C.P. G.S. & F.C.
RICHLAND COUNTY
FILED

22 10

E

Exhibit

E

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

**DEFENDANT’S RESPONSES TO
PLAINTIFF’S REQUESTS FOR
ADMISSION**

TO: UBONG CHRISTOPHER UBOKUDOM, PRO SE PLAINTIFF:

Defendant University of South Carolina (hereinafter “Defendant”), by and through its undersigned attorneys, pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, hereby responds to Plaintiff’s Requests for Admissions, as follows:

GENERAL OBJECTIONS

Defendant objects to the Plaintiff’s inclusion of the headings or alleged causes of action listed by the Plaintiff preceding the Requests for Admission, as they are mere legal conclusions and do not “relate to statements or opinions of fact or of the application of law to fact” as required by Rule 36, SCRPC. Defendant denies that Plaintiff has sufficiently pled or established any cause of action, denies that any Response set forth by Defendant below establishes any element of any cause of action listed, and denies that any Response serves as a concession that such a cause of action is sufficiently pled or shown. Defendant also states that no separate series of attached Exhibits accompanied these Requests and Defendant is not able to determine in every instance which specific document the Request references by letter/Exhibit heading. Defendant craves reference to the specific language set forth within



the document being referenced.

REQUESTS FOR ADMISSION

1. (Count I: Declaratory Judgment): Admit that University ID Card T07579056 (**Exhibit B**) was issued by the Defendant's ticketing or carding office as a result of the Plaintiff's status as a registered student.

RESPONSE: **Admit.**

2. (Count II: Breach of Implied Contract): Admit that the University's financial ledger for the Spring 2025 semester reflects a payment of \$961.00 (**Exhibit G**) applied toward the Plaintiff's student account.

RESPONSE: **Admit.**

3. (Count III: Promissory Estoppel): Admit that the University communicated to the Plaintiff that the payment of a \$961.00 housing balance (**Exhibit H**) was a requirement for the release of his academic records.

RESPONSE: **Denied as worded. In further responding, Defendant states that the release of the administrative hold placed on Plaintiff's account, not the production or release of any specific record or document, was contingent upon the above-mentioned payment. Defendant craves reference to the applicable USC policies and the language of the repayment agreement.**

4. (Count IV: Breach of Duty under SC APA): Admit that on January 20, 2026, the University issued a written admission stating that the Plaintiff "**registered and attended**" classes (**Exhibit A**).

RESPONSE: **Admit.**

5. (Count V: Specific Performance): Admit that the Defendant has the technical capability to transmit an electronic record to the LSAC or Parchment that accurately reflects the Plaintiff's registration history.

RESPONSE: Admit. Defendant has sent a communication to LSAC accurately reflecting the Plaintiff's USC academic record.

6. (Count VI: Gross Negligence): Admit that the Defendant's internal "USC Account Statement" for "Term: Spring 2025" (**Exhibit I**) shows a Federal Pell Grant was attached to the Plaintiff's student profile.

RESPONSE: Denied.

7. **RFA NO. 7 (Count VII: Defamation Per Se):** Admit that the Defendant communicated to the Law School Admission Council (LSAC) that the Plaintiff has "**no official record of academic work**" or "**no enrollment history**" at the University.

RESPONSE: Admit.

8. (Count VIII: Breach of Contract w/ Fraudulent Act): Admit that the University's transmission of a "No Record" notice to the LSAC (**Exhibit K**) was sent despite the existence of the internal "Registered and Attended" status documented in **Exhibit A**.

RESPONSE: Denied as worded. Plaintiff registered for courses at USC and attended classes, and Plaintiff does not have any graded coursework or academic record with USC due to failure to pay tuition.

9. **RFA NO. 9 (Count I: Declaratory Judgment / Ref: Exhibit B):** Admit that the **University ID Card (T07579056)** shown in Exhibit B is an authentic document generated by the Defendant's official systems and that its issuance requires a student to be "active" in the University's enrollment database at the time of printing.

RESPONSE: Denied. Defendant craves reference to the policies and procedures associated with issuance of "Carolina Card" student IDs.

Section 2: Requests for Admission of Fact (Limit: 20)

10. (Ref: Answer ¶ 5): Admit that the Defendant's internal "Banner" or Student Information System contains an entry for the Plaintiff for the Spring 2025 term with the status code

or notation "Registered and Attended."

RESPONSE: **Denied.**

11. (Ref: Answer ¶ 5): Admit that the Defendant certified the Plaintiff's enrollment for the Spring 2025 semester to the U.S. Department of Education for the purpose of receiving Federal Pell Grant funds.

RESPONSE: **Denied. Records show only that Plaintiff received a student loan, not a Pell Grant.**

12. (Ref: Answer ¶ 7): Admit that the Defendant's report to the Law School Admission Council (LSAC) stating "no enrollment history" was sent *after* the Defendant had already generated the internal record in Exhibit A admitting the Plaintiff "registered and attended."

RESPONSE: **Upon information and belief, after thorough and good-faith analysis of all information and materials available to Defendant, Defendant lacks sufficient information to admit or deny this Request. Both communications took place on the same day.**

13. (Ref: Answer ¶ 28): Admit that the Defendant has no evidence of any "external event" that physically prevented the Defendant from transmitting an accurate academic record to the LSAC.

RESPONSE: **Defendant objects to this Request as it is vague and ambiguous regarding the definition of "external event" or "physically prevented" in context of the facts of this case. Subject to and not waiving this Objection, Defendant admits that it was not prevented from transmitting an accurate academic record to LSAC, and Defendant asserts that it did send an accurate record to LSAC.**

14. (Ref: Answer ¶ 30): Admit that the Defendant accepted and has not refunded the \$961.00 payment (Exhibit G) made by the Plaintiff for a housing debt.

RESPONSE: **Admit.**

15. Admit that it is the official position of the University Registrar's office that it may withhold transcripts if it "fails to see how [releasing the record] would benefit" a student (Exhibit J).

RESPONSE: **Denied.**

16. (Count II: Breach of Implied Contract / Ref: Exhibit G): Admit that the Defendant's acceptance of \$961.00 from the Plaintiff (Exhibit G) created an obligation for the Defendant to maintain accurate and accessible administrative records for the Plaintiff for the Spring 2025 term.

RESPONSE: **Denied. In further responding, Defendant states that it did maintain accurate records regarding Plaintiff's Spring 2025 term. The amount paid was for Plaintiff's debt previously owed to Defendant.**

17. (Count III: Promissory Estoppel / Ref: Exhibit H): Admit that the email in **Exhibit H** constitutes a promise by the University that payment of the \$961.00 balance would result in the "updating" or "release" of the Plaintiff's academic records.

RESPONSE: **Denied.**

18. (Count IV: Breach of Duty under SC APA / Ref: Exhibit A & C): Admit that the Defendant has no administrative record or policy that justifies issuing an "Admission of Truth" (**Exhibit A**) and a "Non-Enrollment Letter" (**Exhibit C**) on the same day for the same student.

RESPONSE: **Defendant objects to this Request as it is vague and ambiguous regarding the information sought. Defendant also objects to the characterization via the quoted language regarding the documents referenced above, and Defendant craves reference to the specific language within those documents. Subject to and not waiving this Objection, Denied.**

19. (Count V: Specific Performance / Ref: Exhibit D): Admit that the "cancellation" of the transcript request shown in **Exhibit D** was initiated by a manual action or instruction provided by the Defendant to the Parchment service.

RESPONSE: **Defendant is unable to determine which "Exhibit D" is referenced above, as Plaintiff has submitted various filings with different attachments labeled "Exhibit D" with no specific exhibit attached with these Requests. Thus, Defendant is unable to determine which transcript request cancellation is referenced above, and Defendant therefore denies as worded. In further responding, Defendant states that the first three transcript requests from Plaintiff were affirmatively cancelled before Parchment involvement due to the account hold, and the fourth was cancelled or retracted after delivery to LSAC due to lack of a transcript containing USC coursework and the record containing only transfer coursework. Subsequent request cancellations were automated.**

20. (Count VI: Gross Negligence / Ref: Exhibit I): Admit that the Defendant's financial aid office received and processed **Federal Pell Grant** funds for the Plaintiff's "Term: Spring 2025" as shown in the official USC Account Statement (**Exhibit I**).

RESPONSE: **Denied.**

21. (Count VII: Defamation Per Se / Ref: Exhibit K): Admit that the statement "no official record of academic work" transmitted to the **LSAC (Exhibit K)** is factually inconsistent with the Defendant's internal records showing the Plaintiff "registered and attended."

RESPONSE: **Denied.**

22. (Count VIII: Breach of Contract w/ Fraudulent Act / Ref: Exhibit F): Admit that at the time the Defendant reported "no record" to third parties, the Defendant's agents were aware that the Plaintiff was using those records to apply to law schools.

RESPONSE: **Admit to the extent the Request states that Defendant reported that Plaintiff had no USC academic record and that Defendant was aware Plaintiff was attempting to apply to law school. Defendant denies the remainder of this Request, and asserts that Plaintiff has no USC transcript.**

23. (Count IX: IIED / Ref: Exhibit J & E): Admit that the statement in **Exhibit J** (failing to see how a transcript "would benefit" the Plaintiff) was made by a University official who had the authority to release or withhold the Plaintiff's records.

RESPONSE: **Denied; the bursar office does not have the unilateral "authority to release or withhold the Plaintiff's records."**

24. (Justification of Damages / Ref: Exhibit E): Admit that the Defendant has no evidence to contradict the fact that its administrative obstruction has directly interfered with the Plaintiff's court-ordered duty to represent his daughter in **Federal Case No. 3:25-cv-12608 (Exhibit E)**.

RESPONSE: **Denied, and Defendant denies any "administrative obstruction."**

25. (Destruction of Unique Opportunity): Admit that the Defendant was aware, via the **Harvard Law School notice (Exhibit F)**, that the Plaintiff possessed a unique and high-value professional opportunity that would be permanently forfeited if the Defendant reported "No Record" to the LSAC.

RESPONSE: **Denied.**

26. (Intentionality of the Block): Admit that the decision to report "No Record" to the LSAC was an intentional administrative choice made with the knowledge that it would prevent the Plaintiff from meeting the court-ordered requirement for counsel in **Federal Case No. 3:25-cv-12608**.

RESPONSE: **Denied.**

27. (Valuation of Federal Claims): Admit that the Defendant has no evidence to dispute the Plaintiff's valuation of damages in the amount of \$1,000,000,000.00, given the life-threatening risks and permanent physical injuries detailed in the Federal Case Packet (Exhibit E).

RESPONSE: **Denied.**

28. (Gatekeeping of Rights): Admit that by withholding the Plaintiff's records, the University acted as a "gatekeeper" to the Plaintiff's access to the federal judiciary and his ability to protect the constitutional rights of a minor child.

RESPONSE: **Denied.**

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

29. (Lack of Mitigation): Admit that despite receiving the Plaintiff's formal grievances and evidence of enrollment (Exhibits A, B, and I), the Defendant took no steps to mitigate the Plaintiff's damages by issuing a temporary or corrected transcript to the LSAC.

RESPONSE: Denied as worded; Defendant denies that Plaintiff incurred any damages and denies that there is any transcript or enrollment status of Plaintiff to be "corrected." Defendant denies any liability and denies any breach of any duty.

s/Jacob A. Biltoft

Janet Brooks Holmes, Esq. (SC Bar # 11826)

Jacob A. Biltoft, Esq. (SC Bar # 105349)

The McKay Firm, P.A.

3700 Forest Dr., Ste. 404 (29204)

P. O. Box 7217

Columbia, SC 29202

P: (803) 256-4645

F: (803) 765-1839

Attorneys for Defendant

Columbia, South Carolina

April 2, 2026

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Ubong Christopher Ubokudom,

Plaintiff,

v.

University of South Carolina,

Defendant.

) IN THE COURT OF COMMON PLEAS

) FIFTH JUDICIAL CIRCUIT

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

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on **April 2, 2026**, *Defendant's Responses to Plaintiff's Requests for Admission* was duly served upon the Plaintiff concurrently via email and Certified Mail to:

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

cubokl@gmail.com

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

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E x h i b i t

F



Chris Ubokudom <[REDACTED]>

Transcript Request Canceled

17 messages

Parchment

Reply-To: no

To: Ubong Ubokudom

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.

32
76

Exhibit

G



Chris Ubokudom <cubok1@gmail.com>

T07579056 Ubong Ubokudom

messages

Thu, Jan 22, 2026 at 12:07 PM

To: Chris Ubokudom <cubok1@gmail.com>
Cc: "TRANSCRIPTS, REGISTRAR" <USCTRANS@mailbox.sc.edu>

Chris,

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

1. Complete the Registration Exception form found [here](#). This form is required by all students when they choose to have their classes added back to their record after the last day of the free drop/add period. No exceptions. Once the form is completed, **you will be re-enrolled** in your courses and **withdrawn with grades of W** effective **January 28, 2025**. This withdrawal date will coincide with the date your courses were dropped for nonpayment.
2. **Once you have been re-enrolled, before a transcript will be issued, your bill of \$11,988.13 must be paid in full. At that time, an official transcript request can be made and will be processed.**

Your second option is to wait for the letter we mailed to you and present it to whomever you wish. I feel confident that the letter will provide exactly what LSAC, and similar entities, needs.

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

Best,

[Redacted] | sc.edu/registrar
Office of the University Registrar
University of South Carolina

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Registration Exception Form (REF)

This form, with the appropriate signatures, must be completed by the student and submitted to the University Registrar's office for all course adds, section or credit changes made after the deadline dates as printed in the academic calendar. This form will not remove the course or the fees if the course was dropped/withdrawn with a 'W' or 'WF' from another section of the same course.

Student's Printed Name: _____ USC ID: _____
Your USC ID can be found on the back of your Carolina Card.

Requested Action

_____ Change Sections: from section _____ to section _____ Change Credit Hours: from _____ hours to _____ hours
_____ Add/Register

One course per form (and a lab if required). Please include lecture and lab below when applicable.

Please use a separate form for each course (and required lab) and submit as completed.

Term & Year (YYYY)	Course Subject	Course Number	Section	CRN	Credit Hours	Instructor's Printed Name	Instructor's Signature (Required)	Date**
(lab only)	(lab only)	(lab only)						

*Instructor's signature does not authorize capacity override.
** Instructor authorization will expire three (3) business days after this date.*

Student Financial Agreement/Signature

Student must acknowledge by **initialing** the statements below:

_____ If my classes have been dropped due to nonpayment and I wish to be re-enrolled in classes for the same term after the add date, I may be assessed a \$75.00 Reinstatement Fee. This fee is assessed per occurrence each semester.

_____ I am responsible for payment of all tuition and fees to the University of South Carolina associated with these course(s) within 24 hours of being registered for these courses, and I have read and agree to abide by the terms of the [Student Financial Responsibility Agreement](#). If I fail to abide by the Student Financial Responsibility Agreement, I understand my course(s) may be dropped from my schedule.

_____ I am aware of any financial consequence of this change to my registration.

Student Signature (required): _____ Date: _____

Graduate Students must obtain the Graduate Director's signature IF the changes above are for a past term:

Graduate Director's Printed Name: _____ Signature: _____ Date: _____

Return completed form to the Bursar's Office for review and processing via email at bursar@mailbox.sc.edu or in person at 1244 Blossom St, Suite 128, Columbia, SC 29208.

Bursar's Office Signature (required): _____ Date: _____
This student is authorized for this schedule adjustment.

Bursar's Office: Please route completed form to the University Registrar's office for processing.



Exhibit

H



Home › Applying to Law School › JD Application Process › Requesting Transcripts

Requesting Transcripts

LLM degree applicants should go to the [LLM Credential Assembly Service \(/llm/application-process/llm-cas\)](#) page.

After you register for the [Credential Assembly Service \(CAS\) \(/jd/applying-to-law-school/cas\)](#), you must have a separate transcript sent to LSAC **directly** from each undergraduate and graduate institution you attended in the United States, its territories/associated states, or Canada.

It is your responsibility to request an official copy of all required transcripts to be sent to LSAC directly from each institution you attended, even if you didn't complete your degree.

Required Transcripts

Law schools require transcripts from the following institutions you have attended:

- Community colleges
- Undergraduate and graduate institutions
- Law, medical, or professional institutions
- Institutions attended for summer or evening courses
- Institutions attended even though a degree was never received
- Institutions from which you took college-level courses while in high school even though they were for high school credit

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- Institutions that **clearly sponsored (#sponsorship)** your overseas study (see below for more information)
- **International transcripts (/jd/applying-to-law-school/international-transcripts)**, if applicable
Transcripts must be sent from institutions even if
 - Credit was transferred from an institution and it appears on another institution's transcript.
 - The institution is unaccredited.
 - The institution is closed. (These transcripts are usually maintained by the department of higher education or by another school in the state in which the school was located, so you will need to contact the state's department of higher education. For international transcripts, contact the Ministry of Education in the country where the school was located.)
 - "Withdraw," "incomplete," etc., are the only grades listed.
 - You have just enrolled. (Request that the registrar's office send a transcript of courses "in progress" or a statement of current enrollment. The document must bear the official registrar's seal.)

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Documentation of the upcoming professional/academic deadlines necessitating an expedited trial

Deadline Date	Action / Requirement	Professional & Legal Impact
May – June 2026	Admissions Decision & Waitlist Movement	Active Obstacle: Law schools cannot issue a final offer of admission if the LSAC report contains a "No Record" discrepancy. This effectively "vetoes" my application before it is fully reviewed.
June 15, 2026	ABA Compliance / Transcript Deadline	Irreparable Loss: To comply with ABA standards, schools must have verified transcripts for all incoming students. If this case is not resolved by this date, I am procedurally barred from the 2026 cycle.
July 1, 2026	Character & Fitness / CAS Report	Ongoing Defamation: The "No Record" report was sent to LSAC, creating a false impression of "Academic Dishonesty" and a lack of candor, which is a disqualifying factor for the Character and Fitness portion of Bar Admission, and because of this "Misrepresentation" I must manually explain to every school I have applied to and intend to apply to that the University of South Carolina claiming I have no record with their institution is false.



Chris Ubokudom <cubok1@gmail.com>

Application Update from Seattle U Law
message

Law Admission [redacted]
To: Law Admission [redacted]

Wed, Apr 22, 2026 at 1:32 PM

Greetings from Seattle,

Thank you submitting your JD application to Seattle University School of Law. As you may know, JD application volumes have increased substantially this year at most U.S. law schools, including Seattle U Law. While we are delighted at the increased demand for legal education, the sheer volume of applications has slowed our review process.

We engage a thorough and holistic review of each application we receive. Evaluating each application does take time and despite the increase in applications, we are not inclined to compromise or take any shortcuts with this rigorous evaluation process. We appreciate your patience as we are making decisions for our applicants as quickly as possible. Rest assured you will be notified via email as soon as a decision is rendered.

Thank you for your understanding and patience. We wish you the best of luck with your application.

Kind regards,

Gerald Heppler

Assistant Dean of Admission

SEATTLE UNIVERSITY SCHOOL OF LAW

Office: [redacted] | law.seattleu.edu

// LEADERS SERVING JUSTICE //

Please consider the environment before printing this message.

30
39

Exhibit

I

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

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:

40 ~~52~~

(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.

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).

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Ubong Christopher Ubokudom, | *Petitioner,*

v. *The Honorable Daniel Coble, | Respondent,*

and *University of South Carolina, | Real Party in Interest.*

CASE NO.: [To be assigned]

EXHIBIT C: AFFIDAVIT OF PETITIONER REGARDING DERIVATIVE HARM

Note: This Affidavit is submitted to establish the existence of the pending federal litigation involving the Petitioner's minor daughter and the plaintiff (Case No. 3:25-cv-12608-SAL-PJG). It is provided as evidence of the irreparable harm that would result if Petitioner's academic progress and ability to eventually serve as legal counsel for his daughter are interrupted by the Respondent's judicial inaction.

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

Ubong Christopher Ubokudom. (Minor 1)

PLAINTIFF



VS.

Walmart Inc.

DEFENDANT(S)

AFFIDAVIT OF UBONG CHRISTOPHER UBOKUDOM
STATING FACTS ON INFORMATION

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, Ubong Christopher Ubokudom, being duly sworn, depose and say:

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1. My name is Ubong Christopher Ubokudom, I am over 18 years of age, I currently reside in Richland County, and I am competent to provide this statement.
2. On or about April 26, 2024 and continuing for 1-2 weeks after this date, I was present at my mother's home where I occasionally take care of my daughter, Minor 1, where I personally witnessed the following events.
3. On or about April 26, 2024 at or around 8:45pm, my daughter began to complain of intermittent finger pain as well as paresthesias in her fingers and constant neck pain and neck stiffness after eating dinner on or about April 26, 2024. My daughter denied experiencing dyspnea, chest pain, nausea, abdominal pain, and she did not have emesis or diarrhea. I asked my daughter if she hit her hand or jammed her finger. My daughter said no.
4. I am an emergency medicine physician and I decided to complete a brief physical exam. There was no evidence of any trauma or rashes on my daughter's body.
5. I was with my daughter the entire day and did not witness her personally injure herself.
6. My daughter ate breakfast earlier in the day, on or about April 26, 2024. She ate Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk purchased from Sam's Club. The Quaker instant oatmeal apples and cinnamon and silk unsweetened almond milk were not expired. The packaging was intact when they were purchased.
7. For lunch, on or about April 26, 2024, I gave my daughter a lunchable, a poptart, a peanut butter sandwich, a fruit snack, water, some oreo cookies, and silk unsweetened almond milk. My daughter also drank bottled water. The packaging was intact for all the items when they were purchased, and prior to consuming the items they were intact. None of the items that were consumed were expired.
8. I began to search my daughter's room, the living area, and the bathroom to see if she had come in contact with anything that could have caused her symptoms.
9. I took my daughter's temperature and she was afebrile.
10. I then checked the food and drinks that she consumed to see if the food or drinks were expired or if they had mold on them. They were not expired and there was no evidence of mold. My daughter consumed macaroni and cheese, fruit snacks, wheat bread, unseasoned chicken nuggets, and drank water for dinner at or around 8:00pm on or about April 26, 2024. Earlier in the day my daughter drank cranberry juice at or around 4:30pm. I purchased all of these items from local retail stores. The separate macaroni packages were completely intact and so were the chicken nuggets and fruit snacks prior to my daughter consuming these items. The bread was not expired. These items were prepared per the instructions on the items. The drinks were not expired.
11. On or about April 26, 2024, at or around 9:30pm, I read a book with my daughter prior to her going to bed. She stated that the pain in her neck and neck stiffness had mostly resolved and the intermittent pain in her fingers as well as paresthesias completely resolved. She stated she was feeling better. My daughter then went to bed and slept.

12. On or about April 27, 2024, at or around 7:00am my daughter began to shout for me after she woke up. I went to my daughter's room and found her on her bed completely soaked in urine. This was not normal for my daughter to urinate overnight. I asked my daughter if she was ok. She stated she really needed to urinate. I escorted my daughter to the bathroom and she was able to urinate.
13. I then began to question my daughter. I asked her if she was feeling ill and why she urinated on herself. My daughter stated she did not know why she urinated on herself, but she complained of neck pain and neck stiffness. Of note, this was the first time that my daughter had urinated on herself in more than a year.
14. My daughter complained of neck pain and stiffness but stated the pain in her fingers and paresthesias in her fingers had resolved.
15. On or about April 27, 2024, at or around 8:00am, my daughter began to eat breakfast. She ate Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk purchased from Sam's Club on 22500 Eight Mile Rd., Southfield, MI. The Quaker instant oatmeal apples and cinnamon and silk unsweetened almond milk were not expired. The packaging was intact when they were purchased.
16. On or about April 27, 2024, at or around 12:00pm, I gave my daughter a lunchable, a pop tart, a peanut butter sandwich, a fruit snack, water, some oreo cookies, and silk unsweetened almond milk. My daughter also drank bottled water. The packaging was intact for all the items when they were purchased, and prior to consuming the items they were intact. None of the items that were consumed were expired.
17. On or about April 27, 2024, at or around 12:45pm, my daughter began to complain of finger pain and finger paresthesias again in addition to constant neck pain and neck stiffness.
18. I had been with my daughter the entire day. I asked her several more questions and began to monitor her more closely.
19. On or about April 27, 2024, at or around 2:00pm, my daughter and I went downstairs to play with her toys. Prior to playing with her toys, my daughter began talking and I noticed she had significant bouts of stuttering. This lasted for 20 minutes.
20. I called my ex-wife to see if she noticed any significant changes with the way our daughter was speaking. I asked if she thought our daughter may have developed a stutter. She said she had not noticed any stuttering. I asked if our daughter had complained to her about developing pain in her fingers or paresthesias in her fingers before. My ex-wife stated our daughter had not mentioned anything to her about developing paresthesias or finger pains.
21. I informed my ex-wife that our daughter was soaked in urine when she woke up in the morning. My ex-wife was concerned because our daughter never wets the bed. She asked if I made sure she urinated before going to bed the night before. Our daughter had urinated before going to bed. She asked if she had a fever or other upper respiratory symptoms. I informed her of the neck pain and

- stiffness she had been experiencing, but stated that the neck pain and stiffness was musculoskeletal in nature and she had no upper respiratory symptoms.
22. My ex-wife and I both agreed to monitor our daughter for any new developing symptoms. I told my ex-wife I was searching for any source that could be causing her symptoms.
 23. On or about April 27, 2024, at or around 8:00pm, my daughter and I began to eat dinner.
 24. My daughter consumed macaroni and cheese, fruit snacks, wheat bread, unseasoned nuggets, and drank bottled water with her dinner.
 25. On or about April 27, 2024, at or around 9:30pm, my daughter urinated before we read a book together prior to her going to bed. She stated that the pain in her neck and neck stiffness had mostly resolved and the intermittent pain in her fingers as well as finger paresthesias completely resolved. She stated she was feeling better. My daughter later went to bed.
 26. On or about April 28, 2024, at or around 6:45 am my daughter began to shout for me after she woke up. I went to my daughter's room and found her on her bed completely soaked in urine again.
 27. I escorted my daughter to the bathroom to urinate and asked her questions. She stated she still had neck pain and neck stiffness but her finger pains and paresthesias had resolved.
 28. On or about April 28, 2024, at or around 9:00am, my daughter was picked up by her mother.
 29. I informed my ex-wife of her symptoms and we were both concerned. She stated she would complete a full physical exam and keep me updated on any developments.
 30. On or about May 3rd, at or around 9:30am, my daughter was dropped off at my mother's home. My daughter denied experiencing any neck pain, neck stiffness, finger pain or finger paresthesias while she was at her mother's home.
 31. My ex-wife stated our daughter had not complained to her about neck pain, neck stiffness, finger pain, finger paresthesias and she did not notice any bouts of stuttering.
 32. A few minutes later I provided her with her usual breakfast, Quaker instant oatmeal apples and cinnamon mixed with silk unsweetened almond milk and bottled water.
 33. On or about May 3rd, at or around 12:00pm, I provided my daughter with her usual noon meal, a lunchable, a poptart, a peanut butter sandwich, a fruit snack, silk unsweetened almond milk, and a bottle of water.
 34. On or about May 3rd, at or around 2:00pm my daughter began to complain of neck pain and neck stiffness. But denied having any finger paresthesias or finger pain.
 35. I did another physical exam on my daughter and did not find any trauma. My daughter denied abdominal pain, nausea, or emesis.
 36. I began to think that some of the food she was eating and potentially the silk unsweetened almond milk was causing her symptoms because I began to experience diffuse involuntary muscle contractions, muscle pain, palpitations, chest pain, facial contractions, and involuntary unilateral eyelid contractions at or around May 1st. My daughter and I would often eat the same meals and

occasionally I would eat my daughter's lunchables. I would eat pop tarts, a peanut butter sandwich but add jam to my sandwich, fruit snacks, water, oreo cookies, Quaker instant oatmeal apples and cinnamon, and silk unsweetened almond milk for lunch with her. For dinner, I would occasionally eat macaroni and cheese and I would often eat the chicken nuggets and wheat bread with her.

37. I began restricting the food that I gave my daughter. I initially started by not providing her with Quaker instant oatmeal apples and cinnamon and the silk unsweetened almond milk in the morning.
38. On or about May 5th, my daughter's neck pain had completely resolved. Her mother came to pick her up on May 5th and while she was at her mother's she did not develop any more symptoms of neck pain, neck stiffness, finger pain, finger paresthesias or bouts of stuttering.
39. Over the next few days and weeks, I did my best to attempt to narrow down which food items or drinks caused my daughter's symptoms; I did this by consuming the items my daughter routinely ate and drank, when she was with me, and monitoring my symptoms. But I could not pinpoint the source because my symptoms were getting worse.
40. In fact, after consuming these items, they were making me develop even more pronounced physical symptoms: diffuse muscle contractions, diffuse paresthesias, muscle pain, chest pain, palpitations, a few episodes of hypertension, elevated heart rate above my normal baseline, neck pain, neck stiffness, and bouts of stuttering.
41. Eventually, I decided to stop providing my daughter with food and drinks that I purchased from Sam's Club on 22500 Eight Mile Rd., Southfield, MI. This is where most of the food and drinks that she and I had consumed were purchased from.
42. My daughter's neck pain, neck stiffness, finger pain, finger paresthesias, and bouts of stuttering never resurfaced, once I stopped providing her with the food and drinks that I had purchased from Sam's Club; and she has yet to experience another episode of wetting her bed.
43. Sam's Club, owned by the defendant, deviated from its normal standard customer service practices by intentionally limiting me and my daughter's ability to purchase non-defective products. The Silk unsweetened almond milk and Quaker instant oatmeal apples and cinnamon were some of the items that were defective that were purchased and later consumed by me and my daughter.
44. While shopping at Sam's Club, we experienced discrimination based on our race: we were not ensured the full enjoyment of goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation without discrimination.
45. As a result of the above-described discrimination, we, suffered, continue to suffer, and may permanently suffer from feelings of racial stigmatization, embarrassment, humiliation, anger, indignity, and shame.
46. Lastly, these defective products consumed by me and my daughter could have led to our demise, and they may still lead to chronic disease, paralysis, and a cardiovascular and/or neurovascular event in the future for my daughter or for me.

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- 47. I have personal knowledge of the facts stated herein and can testify to their truthfulness.
- 48. The information provided is true to the best of my knowledge.

AFFIANT

Signed this the 16th of February, 2026.

Signature: [Handwritten Signature]

Printed Name: Wanya Woodruff

Fee

NOTARY PUBLIC

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

Notary Public Signature: [Handwritten Signature]

My Commission Expires: 6/15/35

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

State of South Carolina
County of Richland

On this 16 day of February, 2026, before me personally appeared Wanya Woodruff, 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 and his/her signature here

[Handwritten Signature]
Document Holder's Signature

[Handwritten Signature]

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Exhibit

J



Student Customer Services
OFFICE OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE BURSAR
REPAYMENT AGREEMENT

Student's Name: Mr. Uhong C Ubokudom

Student ID #: [REDACTED]

I, Mr. Uhong 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 month 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]

[REDACTED]

Student's Signature

[REDACTED]

Date

Date

Current Address:

City:

Telephone:

Email address:

Payments may be made in Bursar's Office

Payments may be mailed to:

Bursar's Office

Student Customer Services

from 8:30 a.m. until 5:00 p.m. Monday through Friday.

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.

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Cashiering Receipt

University of South Carolina
1244 Blossom Street
Suite 128
Columbia, SC 29208

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. Ubokudom
Student ID: [REDACTED]
Payment Account: COLA Student Payment
Payment Term: 202501
Amount Paid: USD\$961.00
Account Balance: USD-\$961.00

Payment Details

Payment Method: Paper Check
Ref Number: 202601245875561
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

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[REDACTED]

Exhibit

K

set forth within the document being referenced.

INTERROGATORIES

1. State the exact date and timestamp, according to the University's internal Student Information System (SIS) or Banner system, that the Plaintiff's status for the Spring 2025 semester was changed from "Enrolled/Registered" to "Never Enrolled," and identify the specific administrative "reason code" or justification entered into the system for this change.

ANSWER: Defendant states that no official listed "status" of Plaintiff was internally changed from "Enrolled/Registered" to "Never Enrolled," and Defendant craves reference to the specific language used in any document or system utilized. Further, Defendant states that documents acknowledging that Plaintiff had registered for courses for the Spring 2025 semester, and documents acknowledging that Plaintiff never satisfied all requirements for enrollment, are not inconsistent with each other. On January 28, 2025, at 1:09pm, Plaintiff was dropped from class rolls for nonpayment.

2. If the Defendant contends that the Plaintiff "never enrolled," explain the University's accounting and administrative basis for accepting and retaining \$961.00 from the Plaintiff for services specifically designated for the Spring 2025 academic term, and identify where in the University's financial ledger these funds are currently held.

ANSWER: Payment of tuition is a strict requirement for completion/perfection of enrollment of a student. Plaintiff did not pay tuition in full, and therefore never fully enrolled. Prior to the expiration of the tuition deadline and termination of Plaintiff's registration, Plaintiff utilized campus housing and meal plan. The \$961.00 paid was for satisfaction of half of this previously-owed debt, pursuant to a structured repayment plan implemented solely for Plaintiff's benefit. This payment was previously owed regardless of any administrative hold upon Plaintiff's account, and is not directly related to the academic fees/costs required for enrollment.

3. Describe the University's standard operating procedure for verifying student attendance before reporting a "Never Enrolled" status to the Law School Admission Council (LSAC), and state whether this procedure was followed in the Plaintiff's case.

ANSWER: Defendant craves reference to the publicly-available registration policies. It is

standard procedure to administratively terminate the registration of student who does not possess a receipt issued by the Office of Financial Services for payment of current academic fees, regardless of any attendance in class sessions prior to the tuition deadline. Defendant properly and lawfully followed these procedures.

4. State whether any University official or department (including the Registrar's Office or Bursar) generated or viewed a record between October 1, 2024, and February 1, 2026, which indicated the Plaintiff was "Registered and Attended" for the Spring 2025 semester. If so, state why that internal record was not reflected in the report sent to the LSAC.

ANSWER: Records indicate that Plaintiff was accepted and registered for courses, however, Plaintiff did not pay tuition and was thus not enrolled per the registration policies.

5. Identify the specific "third-party report" or external data source, if any, the University relied upon to justify telling the LSAC that the Plaintiff had "no official record of academic work," given that the Plaintiff possesses a University-issued Student ID for that same period.

ANSWER: No third party or external source.

6. (Ref: Exhibit A & C): On January 20, 2026, the University issued two contradictory statements: one admitting the Plaintiff "registered and attended" (Exhibit A) and one stating the Plaintiff "never enrolled" (Exhibit C). State which of these two official University records is accurate, and identify the administrative process that allowed two diametrically opposed records to be generated on the same business day.

ANSWER: Both statements are accurate and not contradictory.

7. (Ref: Exhibit B): Identify the University department and the specific date on which University ID Card T07579056 (Exhibit B) was printed and issued to the Plaintiff. If the University maintains that the Plaintiff "never enrolled," explain why a permanent, photo-bearing University Identification Card was authorized and produced for his use.

ANSWER: January 8, 2025. Plaintiff was registered for classes for the Spring 2025 semester and thus received an ID pursuant to standard procedure. Carolina Cards are typically issued prior to enrollment in anticipation of a prospective student's presence on campus.

8. (Ref: Exhibit I): Identify the source of the Federal Pell Grant funding reflected on the Plaintiff's USC Account Statement for "Term: Spring 2025" (Exhibit I). State whether the University certified the Plaintiff's enrollment to the U.S. Department of Education to receive these funds, and if so, state the date of that certification.

ANSWER: Defendant possesses no record of Plaintiff receiving a Pell Grant. However, records indicate Plaintiff receiving some financial aid via federal student loans. USC does provide federal loan servicers with confirmation of a prospective student's acceptance at the university prior to disbursement of funds.

9. (Ref: Exhibit J): With regard to the email in Exhibit J, state the specific University policy, South Carolina statute, or administrative regulation that grants a University official the authority to withhold an academic record based on a personal determination that the record would not "benefit" the student.

ANSWER: Defendant did not withhold any academic record of Plaintiff. Plaintiff has no transcript of USC coursework. No records have been withheld based on any "personal determination" or employee discretion. Further, the hold placed on Plaintiff's account was based on housing and meal plan debt previously owed. No such policy exists for withholding student records on unilateral employee/agent discretion, and no such withholding occurred.

10. (Ref: Exhibit D & K): Identify the exact date the University transmitted a "No Record" notice to the Parchment transcript service (Exhibit D) and the LSAC (Exhibit K). State whether the University verified the Plaintiff's physical attendance or the existence of his University ID card prior to authorizing these third-party transmissions.

ANSWER: The communication to LSAC regarding Plaintiff's lack of transcript was dated January 20, 2026. Upon information and belief, transcript requests of Plaintiff that were subsequently cancelled due to the account hold were dated 11/27/25, 12/3/25, 1/9/26, 1/12/26. On January 13, 2026, a record containing only transfer credit of Plaintiff was sent to LSAC via Parchment, though this record was retracted as it was not an official

transcript containing any USC coursework and was thus not acceptable by LSAC. Subsequent cancelled transcript requests were dated 1/14/26 and 1/16/26.

11. (Count I: Declaratory Judgment): State the official administrative status of the Plaintiff for the Spring 2025 semester as it currently exists in the University's Primary Student Information System (SIS), and explain the University's institutional basis for any discrepancy between that digital status and the physical University ID Card (Exhibit B) issued to the Plaintiff.

ANSWER: "Inactive." This current status is not inconsistent with issuance of a Carolina Card, as they are generally issued prior to student enrollment.

12. (Count II: Breach of Implied Contract): State the specific services, facilities, or academic credits the University provided to the Plaintiff in exchange for the \$961.00 payment reflected in the Bursar Receipt (Exhibit G), and state whether it is the University's position that it may retain these funds while reporting the Plaintiff as "Never Enrolled."

ANSWER: The \$961.00 paid, constituting half of the total debt of \$1,922.00 total owed by Plaintiff, was not related to academic credits or academic fees. \$961.00, paid by Plaintiff pursuant to the repayment structure agreement created for Plaintiff's sole benefit, was half of the total owed for housing at Park Place and meal plan previously owed. The total amount of \$1,922.00 stems from a prorated rate for time spent in university housing and the Plaintiff's meal plan, as well as a \$75 late fee.

13. (Count III: Promissory Estoppel): Identify the University department responsible for authorizing the representation that the Plaintiff's record would be updated upon the payment of a \$961.00 housing balance (Exhibit H), and state the University's justification for not fulfilling said representation.

ANSWER: Defendant craves reference to the terms and language set forth in the written repayment structure agreement. Defendant denies making any representation that the payment pursuant to the repayment agreement, which was for debt already owed by Plaintiff and not additional consideration for any change to the substantive content of Plaintiff's records. The agreement set forth that, after half payment of the total owed, USC would lift the administrative hold on Plaintiff's account (which is normally not lifted until payment is made in full; this agreement was an exception purely as a courtesy to Plaintiff).

Defendant refers to specific language of that agreement, executed between Plaintiff and the Bursar's Office.

14. (Count IV: Breach of Duty under SC APA): State the University's "rational basis" or legal justification for issuing an official "Non-Enrollment" Letter (Exhibit C) on the exact same day the University issued a written admission that the Plaintiff "registered and attended" classes (Exhibit A).

ANSWER: Plaintiff was accepted and registered for classes. Student enrollment is not completed or perfected until payment of academic fees. Plaintiff did not pay his academic fees and failed to enroll, had courses terminated, and thus received no transcript or graded coursework.

15. (Count V: Specific Performance): Describe every technical or administrative obstacle that currently prevents the University from transmitting an accurate transcript to the LSAC or Parchment (Exhibit D), and state the University's official timeline for resolving these internal system errors.

ANSWER: Defendant issued an accurate communication/disclosure to LSAC regarding Plaintiff's lack of transcript and USC coursework. Defendant denies any "internal system error" regarding Plaintiff's records indicating non-enrollment and lack of USC coursework.

16. (Count VI: Gross Negligence): State whether the University, as a matter of institutional policy, reviewed the Plaintiff's Federal Pell Grant History (Exhibit I) to verify whether the University had previously certified his enrollment to the Federal Government prior to issuing the "No Record" notice to the LSAC (Exhibit K).

ANSWER: See Answer to Interrogatory #8.

17. **INTERROGATORY NO. 17 (Count VII: Defamation Per Se):** List every category of third party (including law schools, scholarship committees, and the LSAC) to whom the University has communicated that the Plaintiff was "Never Enrolled," and state whether the University has issued a formal correction to these entities.

ANSWER: Upon information and belief, the specific communication stating that Plaintiff "never enrolled" was sent to LSAC. Defendant is not aware of any other communication bearing this exact language. Defendant asserts that there is correction to issue, as disclosure is true and accurate.

18. (Count VIII: Breach of Contract Accompanied by a Fraudulent Act): State the University's justification for reporting "No Record" to the LSAC while simultaneously retaining the Plaintiff's housing-related payments, and state whether the University was aware that the plaintiff was applying to law school at the time of these communications.

ANSWER: Plaintiff possesses no academic record of USC coursework due to nonpayment of academic fees. Plaintiff was charged prorated room and board, for the time Plaintiff spent on campus utilizing such room and board, prior to the lapse of the tuition deadline. Upon these communications with LSAC, and Plaintiff's transcript requests seeking disclosure to LSAC, it was appeared that Plaintiff was ostensibly attempting to apply to law school(s).

19. (Count IX: Intentional Infliction of Emotional Distress): State the University's official position regarding the written statement that it "fails to see how [releasing a transcript] would benefit" the Plaintiff (Exhibit J), and state whether the University considered the impact of this obstruction on the Plaintiff's minor daughter as detailed in Exhibit E.

ANSWER: Defendant denies that there was any "obstruction" or undue impact upon Plaintiff by any employee or agent of Defendant. Defendant craves reference to the specific language of the communication mentioned. Such communication was not made/sent by any employee or personnel in the registrar's office. Employees/agents of Defendant in the bursar's office explained to Plaintiff why he did not receive a grade of "W" on any transcript since his registration was terminated by nonpayment of tuition.

20. (Direct Link to Federal Litigation): State the University's institutional position regarding the fact that its continued reporting of a "No Enrollment" status (Exhibit C) prevents the Plaintiff from meeting legal qualifications to represent his minor daughter's interests in Federal Case No. 3:25-cv-12608-SAL-PJG, and state whether the University considered this specific legal consequence when authorizing the final refusal in Exhibit K.

ANSWER: Defendant denies impacting, hindering, or in any way affecting any litigation

involving Plaintiff's daughter. Such litigation is wholly unrelated to the present action or to Defendant entirely. Defendant denies any and all liability, denies any damages suffered by Plaintiff or any effect on any rights of any party. Defendant had no knowledge of any other litigation involving Plaintiff or Plaintiff's daughter until Plaintiff's own disclosure of the civil action number.

21. (Justification of Billion-Dollar Demand): State whether the University performed any internal risk assessment or legal review to determine the potential liability of "gatekeeping" the Plaintiff's records (**Exhibit D**) when such action knowingly interferes with the Plaintiff's ability to act as a legal advocate in a federal matter involving life-threatening risks and permanent damages to a minor.

ANSWER: Defendant did not engage in any "gatekeeping," withholding, or any wrongful conduct involving the Plaintiff's records, Defendant denies that any alleged act or omission on part of any employee of Defendant had any impact whatsoever on, or at all "interfere(d) with, any other litigation or on any rights of Plaintiff.

22. (Institutional Choice over Mandatory Duty): Explain the University's "rational basis" for prioritizing the collection of a disputed administrative debt over its ministerial duty to report an accurate student history, specifically in light of the fact the plaintiff was applying for law school and the federal court's directive for the Plaintiff to obtain legal counsel.

ANSWER: Defendant states that Defendant disclosed an accurate history of Plaintiff. Further, the administrative account hold is automatic and based on policy when individuals fail to pay debt owed. The administrative hold took place before Plaintiff's transcript requests. In further responding, See Answer to Interrogatory # 20.

23. (Knowledge of Federal Physical Harm): State the date on which the University's legal or administrative departments first became aware of the nature of the claims in **Federal Case No. 3:25-cv-12608-SAL-PJG (Exhibit E)**, and identify the University's justification for persisting in administrative suppression despite knowledge of the potential for irreparable physical harm to a minor.

ANSWER: Defendant denies any knowledge of this federal action any time prior to Plaintiff's own disclosure of the case number and allegations which were first made, upon

information and belief, in Plaintiff's proposed Second Amended Complaint. Defendant denies any "suppression" or any and all liability.

24. (Calculation of Professional Annihilation): Identify the University department responsible for determining that it was appropriate to tell the LSAC the Plaintiff had "no record of academic work" (**Exhibit K**) despite possessing an internal account statement showing federal funding attached to the **Spring 2025** term (**Exhibit I**), and state the University's institutional justification for the resulting permanent destruction of the Plaintiff's professional reputation.

ANSWER: Registrar office issued the letter to LSAC; Once Plaintiff failed to pay academic fees by the deadline, federal financial aid was returned to payor. Defendant denies any damages or any harm of any kind.

25. (Ref: Answer ¶ 28 & 31): Identify the "external event(s)" and the "third party or parties" the Defendant alleges were the sole and proximate cause of the Plaintiff's injuries, and describe the specific actions taken by these third parties that caused the Plaintiff's damages.

ANSWER: Defendant craves reference to its Answer to the Plaintiff's Amended Complaint. Defendant reserves the right to supplement this Answer as discovery progresses and additional information is obtained.

26. (Ref: Answer ¶ 5): Job title of the individual(s) responsible for "administratively removing" the Plaintiff's courses on or about January 28, 2025, and state whether this removal was performed manually or automatically by the Student Information System and who instructed this person to do so.

ANSWER: The removal/dropping of courses is done by automated system for failure to pay, based upon list of students who haven't paid. This function is carried out by the Bursar's office pursuant to official policy: FINA 8.00 Tuition, Academic and All Other Fees.

[SIGNATURE BLOCK APPEARS ON FOLLOWING PAGE]

27. (Ref: Answer ¶ 30): Identify the "express waiver of sovereign immunity" or the specific legal authority the Defendant contends would be required for the Plaintiff to pursue a Breach of Implied Contract claim for the \$961.00 payment the Defendant admits it received.

ANSWER: Defendant objects to this Interrogatory as it seeks a mere legal conclusion and the mental impressions of Counsel. Subject to and not waiving this Objection, Defendant craves reference to its Answer to the Plaintiff's Amended Complaint; specifically the SC Tort Claims Act and Eleventh Amendment Defenses. Further, Defendant denies any breach of contract or any liability whatsoever, and denies that Plaintiff has sufficiently pled such claims.

Defendant reserves the right to supplement these Answers as discovery progresses and additional information is obtained.

s/Jacob A. Biltoft

Janet Brooks Holmes, Esq. (SC Bar # 11826)

Jacob A. Biltoft, Esq. (SC Bar # 105349)

The McKay Firm, P.A.

3700 Forest Dr., Ste. 404 (29204)

P. O. Box 7217

Columbia, SC 29202

P: (803) 256-4645

F: (803) 765-1839

Attorneys for Defendant

Columbia, South Carolina
April 6, 2026

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT

Ubong Christopher Ubokudom,
Plaintiff,

Civil Action No. 2026-CP-40-00645

**DEFENDANT’S ANSWERS TO
PLAINTIFF’S SECOND SET OF
INTERROGATORIES**

v.

University of South Carolina,
Defendant.

TO: UBONG CHRISTOPHER UBOKUDOM, PRO SE PLAINTIFF:

Defendant University of South Carolina (hereinafter “Defendant”), by and through its undersigned attorneys, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, hereby answers Plaintiff’s Second Set of Interrogatories, as follows:

28. For the Spring 2025 academic term, identify all content, files, or assessments submitted by the Plaintiff via the **Blackboard Learning Management System**, including:

- The name of the assignment or assessment;
- (b) The specific course shell under which it was submitted;
- (c) The **Digital Submission Receipt Number** generated by Blackboard; and
- (d) The precise date and time of the submission.

ANSWER: Defendant objects to this Interrogatory as it seeks information irrelevant to the current litigation and are unduly burdensome in light of the claims at issue and needs of the case. Defendant does not dispute that Plaintiff accessed course materials on Blackboard or participated in course sessions or assignments.

29. (Mandatory Attendance): For every course in which the Plaintiff was registered where attendance was mandatory or recorded via Blackboard/TopHat, please:

(a) List the name of the class; (b) Provide the Plaintiff’s attendance record for each date.

ANSWER: See Answer to Interrogatory #28.



30. Identify all work submitted by the Plaintiff on Blackboard during the Spring 2025 term that received a numerical or letter grade, and state the date that the grade was entered into the system.

ANSWER: See Answer to Interrogatory #28.

31. (Meal Plan/Contract): Identify whether the Plaintiff was enrolled in a University Meal Plan or possessed a "CarolinaCash" balance for use at University dining facilities or campus markets during the Spring 2025 term.

ANSWER: Yes.

32. (Food Safety/Duty): Identify the University department or third-party contractor (e.g., Aramark) responsible for the safety and quality control of food, drinks, and desserts served at the dining halls and University housing shopping markets between January 1, 2025, and February 1, 2025.

ANSWER: Defendant objects to this Interrogatory as it seeks materials or information wholly unrelated and irrelevant to the litigation and claims at issue. This Request falls outside of the scope of Rule 26 SCRPC and plainly does not seek any information related to any claim or defense in this case.

33. (Defective Food/Notice): State whether the Defendant knowingly served the plaintiff defective food, drinks, or desserts at any of the dining halls or shopping markets, from January 1, 2025 to February 1st, 2025.

ANSWER: Defendant did not. Such allegations are denied.

34. (Defective Food/Notice): State whether the Defendant, its agents, or contractors received any notice, complaints, or internal reports regarding defective, contaminated, or expired food, drinks, or desserts at University dining halls or housing markets between January 1, 2025, and February 1, 2025; if so, identify the University's response to such notice as it pertains to its **contractual duty** to provide safe goods to enrolled

students.

ANSWER: See Answer to Interrogatory # 32.

35. (Breach of Warranty): Identify the University's policy regarding the "Warranty of Merchantability" for food products sold on campus, specifically regarding the University's duty to ensure food is fit for consumption by its registered students.

ANSWER: See Answer to Interrogatory # 32.

36. (Video/Strom Thurmond): State whether the Defendant was aware of the diffuse muscle contractions that the plaintiff experienced while at Strom Thurmond Fitness Center, after consuming defective foods and drinks. If so, identify any incident reports created and describe the University's actions taken in fulfillment of its **administrative duty of care** toward a registered student.

ANSWER: Defendant objects to this Interrogatory as it seeks materials or information wholly unrelated and irrelevant to the litigation and claims at issue. Subject to and not waiving this Objection, Defendant denies any knowledge or awareness of any muscle contractions of Plaintiff, upon information and belief. Defendant denies providing any "defective" food or drink.

s/Jacob A. Biloft

Janet Brooks Holmes, Esq. (SC Bar # 11826)

Jacob A. Biloft, Esq. (SC Bar # 105349)

The McKay Firm, P.A.

3700 Forest Dr., Ste. 404 (29204)

P. O. Box 7217

Columbia, SC 29202

T: (803) 256-4645

F: (803) 765-1839

Attorneys for Defendant

Columbia, South Carolina
April 8, 2026

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)
)
)

Exhibit 5

Ubong Christopher Ubokudom,
Plaintiff,

Civil Action No. 2026-CP-40-00645

v.

) **DEFENDANT'S RESPONSES TO**
) **PLAINTIFF'S FIRST REQUESTS FOR**
) **PRODUCTION OF DOCUMENTS**
)
)
)

University of South Carolina.
Defendant.

TO: UBONG CHRISTOPHER UBOKUDOM, PRO SE PLAINTIFF:

Defendant University of South Carolina (hereinafter "Defendant"), by and through its undersigned attorneys, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, hereby responds Plaintiff's First Requests for Production of Documents, as follows:

1. All raw server logs and audit trails from the **Blackboard Learning Management System** related to the account of Ubong Christopher Ubokudom for the Spring 2025 academic term. This request specifically includes:

- Login and logout time stamps;
- Evidence of access to specific course shells;
- Submission receipts for graded assignments and participation in course-related activities.

RESPONSE: Defendant objects to this Request as it seeks materials that are wholly irrelevant to the current litigation and are unduly burdensome in light of the claims at issue and needs of the case. Defendant does not dispute that Plaintiff accessed course materials on Blackboard or participated in course sessions or assignments.

2. All digital access logs for the **Strom Thurmond Fitness and Wellness Center** associated with the Plaintiff's USCID (T07579056) or proxy credentials for the period of January

1, 2025, through May 31, 2025. This request includes all "swipe" data and entry/exit time

67 ~~35~~

stamps.

RESPONSE: Defendant objects to this Request that are wholly irrelevant to the current litigation and are unduly burdensome in light of the claims at issue and needs of the case. Defendant does not dispute that Plaintiff had a Carolina Card that permitted access to the campus gyms.

3. All **Financial Aid and Pell Grant** records for the Spring 2025 term as referenced in **Exhibit I**, including any audit trails showing when federal funding was attached to or removed from the Plaintiff's account.

RESPONSE: See Spreadsheet of Charges produced herewith, showing disbursement and returning of federal unsubsidized loan. Defendant possesses no record of Plaintiff receiving a Pell Grant.

4. A copy of the **USC Repayment Agreement** signed on or about January 12, 2026, as referenced in **Exhibit G**, and all internal logs showing the University's performance or non-performance regarding the release of records following the receipt of Plaintiff's \$961.00 payment (**Exhibit H**).

RESPONSE: See Repayment Agreement. Defendant states that the Repayment Agreement did not require or call for the release of specific student records, nor the creation or development of an official transcript that did not already exist. Defendant asserts that the account hold was lifted following the receipt of the Plaintiff's payment of \$961.00.

5. All **metadata and audit logs** from the University Registrar's system that document the specific date and time the Plaintiff's status was changed to or reported as "Never Enrolled" or "No Record" to the Law School Admission Council (LSAC) or Parchment.

RESPONSE: Defendant states that Plaintiff never completed the enrollment process due to failure to pay academic fees, and thus Plaintiff's status was not "changed to... 'Never Enrolled.'" Regarding dropping/deletion of courses due to this non-payment and reporting to LSAC, see Letter to LSAC, Registration Activity, and Spreadsheet of Charges produced herewith.

6. (Ref: Interrogatory No. 13 & 14): All documents, internal emails, or system logs

that support the Defendant's change of Plaintiff's status from "Admitted and Registered" to "Never Enrolled" or "No Record." This includes any "Change of Status" forms or electronic triggers in the Student Information System (SIS) / Banner.

RESPONSE: Defendant states that Plaintiff was admitted to the University and registered for courses, but did not complete all requirements for enrollment, and was thus never enrolled. In further responding, See Response to Request # 5.

7. (Ref: RFA No. 3 & 4): Copies of all "Official Transcripts" or "Enrollment Verifications" generated by the Defendant for the Plaintiff between January 1, 2025, and the present, including those that were cancelled or "held" as referenced in **Exhibit D**.

RESPONSE: There is no Official Transcript of USC coursework of Plaintiff or "Enrollment Verification." See Transfer Credit sheet produced herewith.

8. (Ref: Interrogatory No. 22): All documents, including departmental attendance sheets, "sign-in" logs, or electronic records, that the Defendant relied upon to determine that the Plaintiff allegedly did not attend courses for the Spring 2025 term.

RESPONSE: Defendant does not contend that Plaintiff did not attend class sessions.

9. (Ref: Strom Thurmond Gym Access): Entry-log metadata from the **Strom Thurmond Fitness and Wellness Center** for the dates where the Plaintiff's USCID (T07579056) was used for entry. *Note: As gym access is a benefit restricted to enrolled students, these records serve as proxy evidence of active student status.*

RESPONSE: See Response to Request #2.

10. THERE IS NO REQUEST NUMBERED 10.

11. (Ref: Repayment Agreement - Exhibit G): All internal accounting records showing the "allocation" of the **\$961.00 payment** made by Plaintiff on January 12, 2026. If the

University contends this payment was for a "prior balance," provide the itemized ledger for that alleged prior balance.

RESPONSE: See Room and Board Charges and Spreadsheet of Charges.

12. (Ref: RFA No. 29): All communications between the University of South Carolina and the **Law School Admission Council (LSAC)** or parchment regarding the Plaintiff from January 2025 to the present.

RESPONSE: See Registrar Letter to LSAC.

13. (Blackboard Submissions): Provide a copy of the "Submission Receipt" and the full digital file for every assignment, assessment, or post submitted by the Plaintiff via Blackboard during the Spring 2025 term.

RESPONSE: See Response to Request #1.

14. (Instructor Gradebooks): Provide a copy of the "Gradebook View" or "Full Grade Center" export for every course in which the Plaintiff was registered during Spring 2025, showing all marks, comments, and entry dates associated with the Plaintiff's USCID.

RESPONSE: See Response to Request #1.

15. (CarolinaCash/Meal Plan Ledger): Provide a complete, itemized transaction history for the Plaintiff's "CarolinaCash" account and University Meal Plan for the period of January 1, 2025, through February 15, 2025, including the location (e.g., "Russell House," "Housing Market") and the specific time of each transaction.

RESPONSE: Defendant objects to this Request as it seeks information irrelevant to the litigation and claims at issue and is reasonably calculated to lead to the discovery of admissible evidence. Subject to and not waiving these objections, see the Room and Board Charges and Spreadsheet of Charges regarding housing and meal plan charges. Defendant will supplement this Response as additional information is obtained.

16. (Food Inventory & Health Records): Provide all "Food Waste Logs," "Expired Inventory Reports," or "Health Inspection Internal Corrective Action Plans" for all University dining halls and campus markets (including the Strom Thurmond juice bar) for the month of January 2025, utilized by the Plaintiff.

RESPONSE: Defendant objects to this Request as it seeks materials or information wholly unrelated and irrelevant to the litigation and claims at issue. Further, it would be significantly and unduly burdensome to gather and compile the requested materials, if they exist, and it would likely be impossible to determine each and every on-campus market, store, dining hall location, or other such food provider that Plaintiff visited or utilized.

17. (Food Safety Contracts): Provide a copy of the "Scope of Work" or "Service Agreement" between the Defendant and any third-party food service provider (e.g., Aramark) that outlines the provider's duty to ensure food safety and quality for students during the Spring 2025 term.

RESPONSE: Defendant objects to this Request as it seeks materials or information wholly unrelated and irrelevant to the litigation and claims at issue. This Request falls outside of the scope of Rule 26 SCRPC and plainly does not seek any information related to any claim or defense in this case.

s/Jacob A. Biltoft
Janet Brooks Holmes, Esq. (SC Bar # 11826)
Jacob A. Biltoft, Esq. (SC Bar # 105349)
The McKay Firm, P.A.
3700 Forest Dr., Ste. 404 (29204)
P. O. Box 7217
Columbia, SC 29202
T: (803) 256-4645
F: (803) 765-1839
Attorneys for Defendant

Columbia, South Carolina
April 8, 2026

Exhibit

L

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Ubong Christopher Ubokudom,)

Plaintiff,)

v.)

University of South Carolina,)

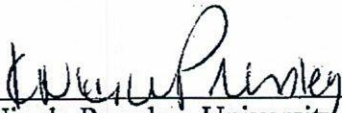
Defendant.)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

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

**VERIFICATION OF DEFENDANT'S
RESPONSES TO PLAINTIFF'S FIRST SET
OF INTERROGATORIES**

I, Nicole Pressley, verify under oath that Defendant University of South Carolina's Answers to Plaintiff's First Set of Interrogatories, regarding and including information within the purview of the Office of the University Bursar, provided on April 6, 2026, are true and accurate upon information and belief, to the best of my knowledge and reserves the right to further supplement the answers/responses if new information is discovered or becomes available.



Nicole Pressley, University Bursar

Date: 4/30/26

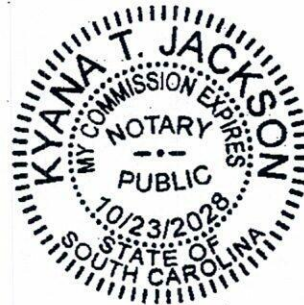
SWORN TO AND SUBSCRIBED BEFORE ME

this 30th day of April, 2026.



NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/23/2028



73

I, Elaine Belesky, verify under oath that Defendant University of South Carolina's Answers to Plaintiff's First Set of Interrogatories, regarding and including information within the purview of the Office of the University Registrar, provided on April 6, 2026, are true and accurate upon information and belief, to the best of my knowledge and reserves the right to further supplement the answers/responses if new information is discovered or becomes available.

Elaine Belesky
Elaine Belesky, University Registrar

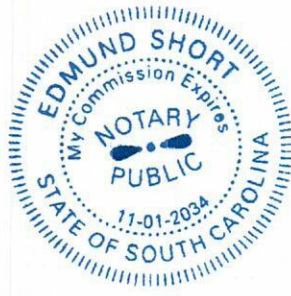
Date: 4/30/2026

SWORN TO AND SUBSCRIBED BEFORE ME

this 30th day of April, 2026.

Edmund Short
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-1-2034



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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Ubong Christopher Ubokudom,

Plaintiff,

v.

University of South Carolina,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

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

**VERIFICATION OF DEFENDANT'S
RESPONSES TO PLAINTIFF'S SECOND
SET OF INTERROGATORIES**

I, Nicole Pressley, verify under oath that Defendant University of South Carolina's Answers to Plaintiff's Second Set of Interrogatories, regarding and including information within the purview of the Office of the University Bursar, provided on April 8, 2026, are true and accurate upon information and belief, to the best of my knowledge and reserves the right to further supplement the answers/responses if new information is discovered or becomes available.

Nicole Pressley
Nicole Pressley, University Bursar

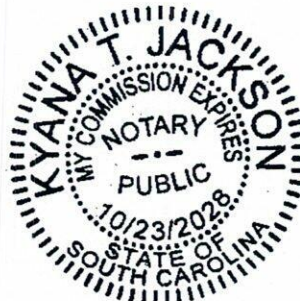
Date: 4/30/26

SWORN TO AND SUBSCRIBED BEFORE ME

this 30th day of April, 2026.

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 10/23/2028



75

I, Elaine Belesky, verify under oath that Defendant University of South Carolina's Answers to Plaintiff's Second Set of Interrogatories, regarding and including information within the purview of the Office of the University Registrar, provided on April 8, 2026, are true and accurate upon information and belief, to the best of my knowledge and reserves the right to further supplement the answers/responses if new information is discovered or becomes available.

Elaine Belesky
Elaine Belesky, University Registrar

Date: 4/30/2026

SWORN TO AND SUBSCRIBED BEFORE ME

this 30th day of April, 2026.

Edmund Short
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-1-2034



76

Exhibit

M



Chris Ubokudom <cubok1@gmail.com>

Service of Supplemental Discovery – Case No. 2026-CP-40-00645

Message

Chris Ubokudom <cubok1@gmail.com>

Mon, Mar 9, 2026 at 2:02 PM

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

Good afternoon Mr. Bilstoft,

Attached please find Plaintiff's **First Request for Production of Documents** and **Second Set of Interrogatories**.

Regarding the inquiries and requests concerning University dining facilities, food safety, and the Strom Thurmond Fitness Center, please take notice that these items are directly relevant under Rule 26(b)(1), SCRCP, to the following issues in the proposed operative complaint (**submitted on 2/25/26**):

- **Enrollment Status:** Evidence of transactions via CarolinaCash, meal plans, and gym access logs provides proxy proof of Plaintiff's status as an "active and registered student," directly rebutting the Defendant's claims of "non-enrollment" in Paragraph 5 of the Answer.
- **Breach of Duty and Gross Negligence (Counts IV & VI):** These requests seek evidence regarding the Defendant's fulfillment of its administrative and contractual duties of care toward the Plaintiff while he was a registered student on campus.
- **Breach of Duty:** Inquiries regarding food quality and merchantability relate to the Defendant's contractual obligations under the University's housing and dining agreements.

I am serving these today to ensure the discovery period aligns with the proposed deadlines currently before the Court of Appeals. We look forward to your timely responses.

Sincerely,

Chris

--
Ubong Christopher Ubokudom**3 attachments**

- PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - Google Docs.pdf**
94K
- PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANT - Google Docs.pdf**
90K
- Certificate of Service-Second set of Interrogatories and first set of request for production - Google Docs.pdf**
69K

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

Ubong Christopher Ubokudom, Plaintiff, v. University of South Carolina, Defendant.

Case No.: 2026-CP-40-00645

CERTIFICATE OF SERVICE

I, Ubong Christopher Ubokudom, Plaintiff *pro se*, hereby certify that on this 9th day of March, 2026, I served a true and correct copy of the following documents:

1. **Plaintiff's Second Set of Interrogatories to Defendant;**
2. **Plaintiff's First Set of Requests for production to Defendant.**
3. **Certificate of service**

Upon the Defendant's counsel of record via **Electronic Mail and Certified Mail, Electronic Return Receipt Requested** addressed as follows:

Jacob Biltoft, Esq. The McKay Firm, P.A. 3700 Forest Drive, Suite 404 Columbia, SC 29204
Email: jbiltoft@mckayfirm.com

Respectfully,



Dated: 3/9/26

Ubong Christopher Ubokudom
P.O. Box 1594
Columbia, SC 29202
Se. Plaintiff
JENNIFER WOODBRIDGE
C.P.R.G.S. & F.C.
RICHLAND COUNTY
IL-11-25
MAR 9 2026
PH 2: 29

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March 15, 2026

Dear Ubong Ubokudom:

The following is in response to your request for proof of delivery on your item with the tracking number:
9589 0710 5270 3731 3230 25.



Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	March 11, 2026, 12:21 pm
Location:	COLUMBIA, SC 29204
Postal Product:	First-Class Mail [®]
Extra Services:	Certified Mail [™] Return Receipt Electronic

Shipment Details

Weight:	9.0oz
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Recipient Signature

Signature of Recipient:	
Address of Recipient:	 3700 FOREST DR, COLUMBIA, SC 29204

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service[®] for your mailing needs. If you require additional assistance, please contact your local Post Office[™] or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service[®]
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004

179
47



Chris Ubokudom <cubok1@gmail.com>

Ubokudom v. USC (Our File No. 9-793) Def's RFA Responses

messages

Jake Bilotft <jbilotft@mckayfirm.com>
To: Chris Ubokudom <cubok1@gmail.com>
Cc: D'Anna Drost <ddrost@mckayfirm.com>

Thu, Apr 2, 2026 at 5:43 PM

Good afternoon,

Attached are USC's Responses to Plaintiff's First Set of Requests for Admission. Hard copies were served by mail today as well. Thank you and have a great weekend.



Jake A. Bilotft
Associate

The McKay Firm, P.A.
Office: (803) 256-4645
Address: PO Box 7217, Columbia, SC 29202
www.mckayfirm.com

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2 attachments

R2 R4A.pdf
207K

Plt (02) R2 R4A.pdf
208K



Chris Ubokudom <cubok1@gmail.com>
To: Jake Bilotft <jbilotft@mckayfirm.com>
Cc: D'Anna Drost <ddrost@mckayfirm.com>

Fri, Apr 3, 2026 at 11:59 AM

RE: Ubokudom v. University of South Carolina (2026-CP-40-00645) – Notice of Discovery Deficiency and Intent to Determine Sufficiency of Responses

Mr. Biltoft,

I am in receipt of the Defendant's Responses to Plaintiff's First Set of Requests for Admission (RFAs) dated April 2, 2026. Please be advised that the Plaintiff finds these responses legally and procedurally deficient under **Rule 36, SCRPC**. This letter serves as a good-faith attempt to resolve these deficiencies prior to the Plaintiff filing a Motion to Determine Sufficiency and seeking associated costs.

The responses are deficient for the following reasons:

1. Improper Execution and Lack of Verification Under Oath Under SCRPC 36(a), while an attorney may sign objections, a denial of a matter of fact must be a statement of the *party*. These responses are signed only by you, as counsel. You have no personal knowledge of my physical presence in classrooms or the internal data-entry protocols of the Registrar's Office in 2025.

Furthermore, because these admissions and denials carry the weight of judicial testimony, they must be **signed under oath** by a University representative with the authority to bind the institution. A lawyer's unverified signature on a denial of attendance—especially when that denial contradicts the University's own prior correspondence—is a "sham" response. I demand that the University provide verified responses signed under oath by a University official.

2. Bad-Faith "General Objection" Regarding Exhibits The Defendant's claim that it cannot determine which exhibits the Requests reference is a transparent attempt to obstruct discovery.

- The **Exhibit Index for the Supplemental Second Amended Complaint** was served upon you on February 25, 2026.
- Your own "Response #29" references Exhibits A, B, and I by name, proving that the University is fully capable of identifying these documents.
- The documents are the University's own records (e.g., Exhibit A: Registrar Correspondence; Exhibit I: USC Account Statement).

To object to "Exhibit A" for "confusion" while that very document contains a University official's statement that I "registered and attended" is an act of **institutional fraud upon the court**.

3. Specific Deficiencies in Responses #3 and #29

- **Response #3:** You deny that I "registered or attended classes." This denial directly contradicts **Exhibit A**, in which the University Registrar stated: "*You applied, were accepted, you registered and attended [classes].*"
- **Response #29:** You deny the existence of a "transcript or enrollment status" to be corrected. This contradicts **Exhibit I**, which is an official USC Account Statement for "**Term: Spring 2025**" showing a \$0.00 balance.

Demand: I will provide the University until **11:59 PM on Monday, April 6, 2026**, to withdraw these evasive objections and provide **substantive, verified responses signed under oath** by an authorized USC official.

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If compliant, verified responses are not received by this deadline, I will file a **Motion to Determine Sufficiency of Responses** and a **Notice of Deemed Admissions** on the morning of April 7, 2026. I will specifically ask the Court to deem these matters **ADMITTED** pursuant to Rule 36(a) due to the Defendant's bad-faith and contradictory conduct, and I will seek all associated costs.

Respectfully,



Dr. Ubong Christopher Ubokudom

Plaintiff Pro Se

[Quoted text hidden]

--
Ubong Christopher Ubokudom

2 attachments

-  **Exhibit Index for Supplemental Second Amended Complaint - Google Docs.pdf**
84K
-  **(USC RFA reference) Supplemental filing for Second Amended Complaint USC.pdf**
11644K

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Chris Ubokudom <cubok1@gmail.com>

Service of Process: Notice of Deemed Admissions and Discovery Motions – Case No. 2026-CP-40-00645

1 message

Chris Ubokudom <cubok1@gmail.com>
To: Jake Biltoft <jbiltoft@mckayfirm.com>

Tue, Apr 7, 2026 at 4:05 PM

Dear Mr. Biltoft,

Please find attached the clock-in stamped copies of the following documents filed today, April 7, 2026, in the Richland County Court of Common Pleas regarding the matter of *Ubokudom v. University of South Carolina*:

- 1. Plaintiff's Notice of Deemed Admissions:** As your office failed to provide sworn, non-evasive responses by the April 6th deadline, all matters in the First Set of Requests for Admission are now conclusively established pursuant to Rule 36(a), SCRCP.
- 2. Plaintiff's Motion to Determine Sufficiency of Answers and Objections:** This motion challenges the legal and factual sufficiency of the unsworn responses provided on April 2nd, particularly regarding the bad-faith objections concerning the Exhibit Index and the University's contradictory internal records.
- 3. Plaintiff's Motion to Compel Discovery Responses:** This motion seeks an Order compelling the University to provide verified, sworn answers to Interrogatories and to address the evasive "Pay-to-Play" tactics currently obstructing the discovery process.
- 4. Certificate of Service.**

As previously noted, the University's continued refusal to provide accurate academic records and its "No Record" certification to the LSAC have caused, and continue to cause, irreparable harm to my professional standing and the legal protections of my minor daughter.

I intend to rely upon these deemed admissions and the evidence cited in these motions during the hearing scheduled for **May 4, 2026**, to establish my likelihood of success on the merits and the necessity of the requested injunctive relief.

A hard copy of these filings has also been dispatched to your office via U.S. First Class Mail.

Sincerely,

Chris Ubokudom

Plaintiff Pro Se P.O. Box 1594 Columbia, SC 29202

--
Ubong Christopher Ubokudom

Stamped Deemed Admitted, Motion to compel, Motion to determine sufficiency of RFA 4-7-26_0001.pdf
12851K

83

Exhibit

N

**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.**

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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

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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.

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May 12 2026

SC Court of Appeals

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."

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- 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

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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

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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.

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- 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:

[Handwritten Signature]

Ubong Christopher Ubokudom
Plaintiff, Pro Se

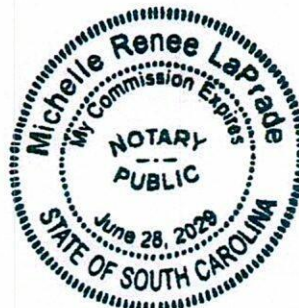
"My truth is all I have to protect my daughter; this truth, in addition to the honesty and empathy of others, I hope will eventually lead to an injunctive relief that she so desperately needs and deserves."-Ubong Christopher Ubokudom

**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.

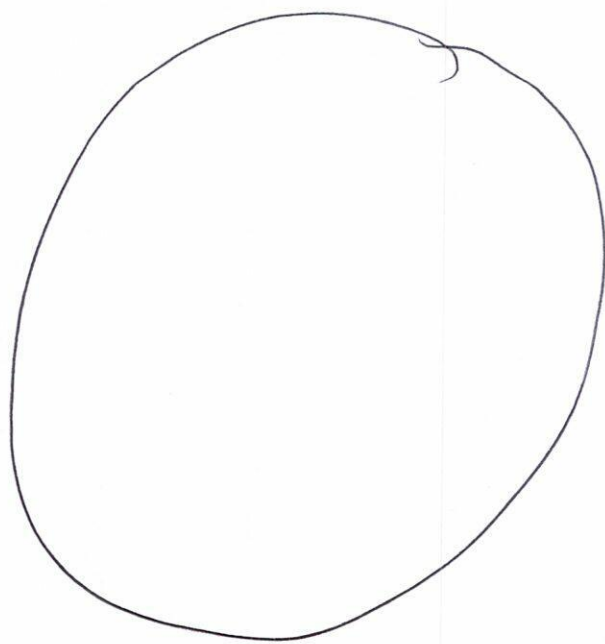
NOTARY PUBLIC SIGNATURE:
Notary Public for South Carolina

Michelle Renee LaPrade



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Exhibit



STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND)

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

Ubong Christopher Ubokudom,)

Plaintiff,)

**DEFENDANT’S MEMORANDUM IN
OPPOSITION TO MULTIPLE MOTIONS
SET FOR HEARING ON MAY 4, 2026**

v.)

University of South Carolina,)

Defendant.)

Defendant University of South Carolina (hereinafter referred to as “Defendant”), by and through its undersigned attorneys, submits this Response to multiple Motions pending before the Court set for a hearing on May 4, 2026. In the interest of judicial economy and ease of navigating Defendant’s positions on the series of Motions currently before this Court, Defendant submits this single condensed Memorandum in Opposition. For the reasons set forth below, Plaintiff’s Motions must be denied.

BACKGROUND

Plaintiff attempted to enroll in courses at the University of South Carolina for the spring semester of 2025. He was accepted and registered for classes. The deadline for payment of tuition for the Spring 2025 semester was January 28, 2025. Plaintiff submitted partial payment via a federal student loan, with the remainder due in full by January 28, 2025. Plaintiff did not pay tuition by the deadline January 28, 2025. In full compliance with the standard procedure for non-payment of tuition, was dropped from class rolls because Plaintiff never completed the enrollment process.

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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. Plaintiff also incurred a debt to the University for the housing and meal plan utilized by Plaintiff prior to removal for non-payment, inclusive of an additional late payment fee. Due to the outstanding debt, the University placed a hold on the dispersal of any records of Plaintiff, if any, pursuant to standard procedure.

A prospective student is 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. Plaintiff was dropped from class rolls since he did not fully pay tuition. Plaintiff therefore received no grades for his only semester registered at the University and has no transcript of any USC coursework.

In January of 2026, Plaintiff requested an official transcript from the University for his prospective law school applications with the Law School Admissions Council (herein "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. The University eventually accepted a partial payment of the debt and removed the hold. This acceptance of partial payment of previously-owed debt is not typical and was done solely for Plaintiff's benefit. After the hold was lifted, the Registrar's office then discovered and confirmed that Plaintiff had no transcript for any USC coursework due to non-payment of tuition for his only semester registered.

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

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registered at USC. Though Plaintiff had transfer credits from another institution, Plaintiff still never fully enrolled and had no graded coursework at USC.

In the pending South Carolina Court of Appeals case, Defendant submitted affidavits of the Registrar and Bursar in support of Defendant's contentions. See Exhibit A: Affidavit of Registrar; Exhibit B: Affidavit of Bursar.

DISCOVERY MOTIONS

Plaintiff has filed multiple discovery motions alleging defects in Defendant's responses to his recent discovery requests. Most importantly, Plaintiff alleges that Defendant's Responses to Plaintiff's First Set of Requests for Admission are improper and that all matters asserted in those Requests are now deemed admitted for failure to verify the Responses under oath. These alleged admissions serve as the main crux of Plaintiff's recent surge in other motions and his main asserted grounds for injunctive relief, so Defendant will address these matters first.

i. Requests for Admission, "Notice of Deemed Admissions," and "Motion to Determine Sufficiency"

Plaintiff served Requests for Admission upon defense counsel on March 5, 2026. Defendants served formal written Responses, as Plaintiff himself admits, on April 2, 2026, within the 30-day timeframe to serve responses. A matter asserted in a particular Request is admitted unless, within 30 days after service of the request, the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, **signed by the party or by his attorney**. Rule 36(a) SCRCP.

Defendant's Responses to Plaintiff's Requests for Admission were timely, valid, fully responsive to the Requests, and were signed by Counsel for Defendant. Defendant fully complied with the applicable rules in preparing and serving its Responses, and therefore no matter therein is deemed admitted except for those expressly admitted in writing. Exhibit C: RFA Responses.

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Plaintiff alleges that, since the Responses were not sworn under oath or concurrent with a verification of the party, that the written Responses are invalid and all matters therein are admitted. However, this is not what Rule 36 prescribes. Responses to Requests for Admission need only be signed by the party or the party's attorney, which was done here. Plaintiff appears to be applying Rule 33 language applicable to Answers to Interrogatories and conflating it with the rule governing Requests for Admission. Since no sworn verification is required by rule for Responses to Requests for Admission, any relief sought or any request for Court acknowledgment of an admission not expressly set forth in Defendant's Responses must be denied.

ii. Other Discovery Requests and Motions to Compel

Plaintiff also served his First Set of Interrogatories upon Defendant on March 5, 2026, as well as a Second Set of Interrogatories and a First Set of Requests for Production on March 9, 2026. Defendant served Answers to Plaintiff's First Set of Interrogatories on April 6, 2026 (a Monday after the 30th day fell on Sunday) and Responses to the other discovery requests on April 8, 2026.

Following service of these timely responses, Plaintiff has filed Motions to Compel asserting that Defendant's Interrogatory Answers were insufficient or evasive¹. Defendant asserts that all Answers to Interrogatories and all Responses to Requests for Production are proper and responsive within the bounds of Rules 26, 33, and 34 SCRCP. Also, all objections therein are valid and comply with the SCRCP.

In his first Motion to Compel, Plaintiff's primary issues with the Interrogatory Answers are that he appears to simply disagree with Defendant's Answers and explanations of why Plaintiff

¹ Plaintiff also asserts that Defendant did not provide sworn or verified Answers to Interrogatories. Defendant did not initially include a sworn verification with the sets of Interrogatory Answers when first served on Plaintiff, as it is common practice to not do so. Defendant has since executed these verifications and provided them to Plaintiff prior to the hearings and concurrent with submitting this Memorandum.

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failed to complete the student enrollment process. Plaintiff alleges that certain Interrogatory Answers contain “wordplay” or “semantic pivots.” This appears to be alleged due to Plaintiff’s conflation of the terms "registered," "attended," and "enrolled." Here, Plaintiff does not dispute that he failed to pay tuition and was administratively removed from class rolls, just as Defendant does not dispute that Plaintiff registered for classes and even attended class prior to the passing of the tuition deadline. Disputes over these Answers, which are responsive and not evasive, are not worthy of the Court’s time or attention in light of the Court’s usual hands-off approach to discovery.

Defendant provided Interrogatory Answers and produced a multitude of documents in response to Requests for Production. Defendant submitted objections to these requests sparingly and did so within the bounds of Rule 26 SCRC, with Defendant only objecting to matters that are plainly and unduly burdensome and not calculated to lead to the discovery of admissible evidence. Plaintiff’s main issues with Defendant’s objections are that Defendant did not dig into his attendance for each session of each class, his assignment or discussion submissions in class or via the Blackboard online service, or his student ID (“Carolina Card”) swipes every time he went to a campus gym, utilized his meal plan, or otherwise pinged any card usage somewhere.

Defendant’s objections to these Requests and Interrogatories are valid, as this information is not calculated to lead to the discovery of evidence, is unduly burdensome in relation to the issues of the case, and not relevant to the issues in the case. As mentioned above, Defendant does not dispute that Plaintiff was present on campus at some point and went to some class sessions before failing to pay tuition by the deadline. These objectionable discovery requests are unreasonably cumulative and are unreasonably burdensome, exactly as anticipated by the limitations of Rule 26

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SCRCP.

The second set of discovery requests are even more burdensome and unreasonable in light of the issues in the case. Plaintiff again sought the Blackboard submissions and assignment information, which is addressed above. Additionally, Plaintiff sought a multitude of documents and records of food waste or documentation of supposed expired food from each place Plaintiff purchased food on campus. These requests are plainly and wholly unrelated to any claim in the operative Amended Complaint and are in no way calculated to discover any evidence related to his claims about his transcript and law school applications. These requests over food waste and expiration records mirror his lengthy series of *pro se* lawsuits in state and federal court, including the federal case he cites as the primary alleged emergency and alleged irreparable harm for injunctive relief purposes². The Requests related to purchasing food plainly have no bearing on the present case, and compelling Defendant to try and produce documents of food and beverage management from every place he may have been on campus more than a year ago is completely unreasonable.

Ultimately, Defendant's discovery requests are responsive and valid, and the objections therein are proper and comply with Rule 26 SCRCP. Plaintiff has not established grounds for any relief and is not entitled to sanctions of any kind. Thus, Plaintiff's discovery motions must be denied.

INJUNCTIVE RELIEF

The other main batch of motions submitted by Plaintiff seek preliminary emergency

² The federal litigation, filed *pro se* by Plaintiff on behalf of himself and his minor daughter, is wholly irrelevant to the present action or this Defendant. 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. These state and federal cases, filed against various defendants including Walmart, Target, Dollar General, CVS, and others, also assert claims over alleged tampered, manipulated, or tainted foods targeting him and intentionally sold to him.

injunctive relief or a temporary restraining order. to establish any entitlement to injunctive relief, or that the underlying Circuit Court Order was erroneous. Plaintiff must demonstrate (1) irreparable harm, (2) a likelihood of success on the merits, and (3) an inadequate remedy at law. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct. App. 2002).

This Court has previously denied a Motion for TRO in this case on February 13, 2026. Plaintiff has brought these same issues before the South Carolina Court of Appeals via an Emergency Petition for Writ of Mandamus or for Injunctive Relief filed in the appellate case through which he is appealing that Circuit Court Order denying the TRO. The Court of Appeals denied his Petition, also finding that he has not satisfied the requirements for mandamus or injunctive relief. *Ubokudom v. The University of South Carolina*, Case No. 2026-000348 (Petition Denied March 9, 2026).

Plaintiff has plainly failed to establish any risk of 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. Plaintiff is free to remove the Defendant from his LSAC account, as shown by the LSAC transcript requirements Plaintiff himself submitted, or he can try again in 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 Defendant denies, is not irreparable or sufficient to warrant the remedies sought. Plaintiff also fails to show how Defendant's accurate communication to LSAC confirming that he has no USC transcript allegedly impacted his professional reputation in any way.

Plaintiff also leans heavily on his minor child's federal court lawsuit to try and establish the alleged irreparable harm and the urgent nature of his filings. He references a federal civil action

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he filed on behalf of his daughter, appearing to assert that he seeks this relief from Defendant so that he may personally serve as legal counsel for his daughter and “protect her rights” in the litigation. The federal litigation, filed *pro se* by Plaintiff on behalf of himself and his minor daughter bearing the number 3:25-cv-12608-SAL-PJG in the South Carolina District Court, is the specific case disclosed by Plaintiff and serves as the basis for Plaintiff’s allegation that actions of the Defendant are harming his daughter.

In the case mentioned by Plaintiff, he received an Order from the Hon. Magistrate Judge stating that Plaintiff 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 (D.S.C. October 15, 2025). It appears that the daughter’s claims have since been dismissed without prejudice. *Id* at ECF No. 41.

Plaintiff appears to believe that, by applying to law schools this calendar year, he will 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 Plaintiff’s insistence, has no bearing on any duty allegedly owed by Defendant or any right that Plaintiff has standing to assert.

Plaintiff also failed to establish any likelihood of success in this case based on merits. He has not and cannot set forth any evidence to support his claims that the alleged acts or omissions of Defendant are arbitrary and capricious, negligent or grossly negligent, or constitute race discrimination. Plaintiff has also not shown or sufficiently pled any cause of action for breach of contract or any other cause of action whatsoever. On a fundamental level, this case boils down to

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Plaintiff not paying tuition at USC and then suing because he has no transcript.

Finally, Plaintiff has not shown that he is unable to simply inform LSAC that USC can be removed from his application package because he has no transcript or grades from here. It seems that this would be an easy and immediate solution to this whole dispute.

For these reasons, all requests for injunctive relief must be denied.

OTHER REMAINING MOTIONS

The other Motions before the Court on May 4, 2026, should also be denied. Any Motion to expedite consideration of the TRO or injunction Motions are moot, as the hearing is taking place as originally scheduled. Any Motion to "Amend the Scheduling Order" based upon a truncated timeline should also be denied. Plaintiff has shown no grounds or justification for setting this case for trial as soon as requested or otherwise discarding the Court's rules about the timeline of a case's placement on a trial roster. Defendant does not consent to any Scheduling Order or request to expedite submitted by Plaintiff, as such requests violate Defendant's rights to set forth a full defense. Defendant also intends to submit a dispositive motion in the near future.

CONCLUSION

For the reasons set forth herein, Defendant respectfully requests that the Plaintiff's Motions before this Court be denied.

Respectfully submitted,

s/ Jacob A. Biltoft

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

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

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3700 Forest Drive, Suite 404 (29204)

P.O. Box 7217

Columbia, SC 29202

(803) 256-4645

Attorneys for Defendant USC

April 30, 2026
Columbia, South Carolina

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Exhibit

P

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

Ubong Christopher Ubokudom, Plaintiff, v. University of South Carolina, Defendant.
Case No.: 2026-CP-40-00645

EXHIBIT E:

**HEARING HANDOUT: MATRIX OF CAUSES OF ACTION AND EVIDENCE OF EGREGIOUS
HARM**

DISPOSITIVE EFFECT OF DEEMED ADMISSIONS (RULE 36, SCRPC)

HEARING HANDOUT: DISPOSITIVE EFFECT OF DEEMED ADMISSIONS

Note to the Court: Pursuant to **Rule 36, SCRPC**, matters not responded to with a sworn statement of the party within 30 days are **conclusively established**. The following Matrix summarizes how these judicial admissions resolve the core legal issues in the pending motions for a **TRO, Expedited Trial, and Supplemental Pleading**.

Cause of Action	Admitted Facts & Evidence of Harm	Supporting Master Exhibit(s)
I. Declaratory Judgment	Admitted: Plaintiff fulfilled the \$961.00 financial demand for transcript access. (RFA No. 1). Defendant possesses internal knowledge of Plaintiff's registration (RFA No. 9).	Exhibits A, E, & F
II. Breach of Implied Contract	Admitted: Defendant accepted \$961.00 under a promise of service and failed to perform. There are no remaining triable issues of fact regarding liability. (RFA No. 2).	Exhibits A & F
III. Promissory Estoppel	Admitted: Defendant induced a \$961.00 payment via a "bait and switch." Irreparable harm exists because money damages cannot	Exhibits A, E, F, & J

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	restore the missed professional deadlines caused by this reliance. (RFA No. 3).	
IV. Breach of Duty under the SC APA	Admitted: Defendant admitted internal knowledge of registration (RFA No. 4). Retroactively "clearing" this data is arbitrary, capricious, and a violation of data accuracy mandates.	Exhibits A & E
V. Negligence	Admitted: Defendant represented that payment of \$961.00 would grant transcript access. Plaintiff's reliance on this representation to meet academic deadlines (Exhibit J) resulted in pecuniary loss and professional injury when the University failed to provide the promised records. (RFA No. 5).	Exhibits A, F, & J
VI. Gross Negligence and reckless disregard	Admitted: Defendant owes a duty of care to maintain accurate academic and financial records. By failing to reconcile the record after accepting payment (Exhibit F) and intentionally certifying "No Record" to third parties despite internal knowledge of attendance (RFA No. 6), Defendant has demonstrated a "willful and wanton" disregard for Plaintiff's professional standing and legal rights.	Exhibits A, E, F, & H
VII. Defamation Per Se	Admitted: Defendant provided a "No Record" status to LSAC (RFA Nos. 7) while internally possessing evidence of enrollment. This establishes "Actual Malice" by law and is clear defamation.	Exhibits A & G

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<p>VIII. Breach of contract accompanied by a Fraudulent act</p>	<p>Admitted: The scheme of inducing payment and then intentionally nullifying the record is established by Defendant's failure to respond to the RFA regarding record "nullification." (RFA No. 8).</p>	<p>Exhibits A, E, & F</p>
<p>IX. Intentional Infliction of Emotional Distress (IIED)</p>	<p>Admitted: The Registrar's written acknowledgment that Plaintiff "registered and attended" , contrasted with the University's subsequent "No Record" certification to third parties, establishes the intentional and outrageous nature of the conduct. This is intentional infliction of emotional distress.</p> <p>Admitted: By failing to provide a verified response to RFAs regarding the "nullification" of records , the Defendant admits to a bad-faith scheme of withholding transcripts despite knowing such actions would trigger "terminal" professional deadlines and interfere with Plaintiff's protected parental rights. Evidence of this is in the (RFA No. 24-28), I read earlier.</p>	<p>Exhibits A, D, H, & J</p>

SUMMARY OF PROCEDURAL DEFAULT

- **RFAs Served:** March 5, 2026 (**Exhibit B**)
- **Legal Deadline:** April 5, 2026
- **Purported Response:** April 2, 2026 (**Exhibit C**)
- **The Default:** Exhibit C is **unsworn and unverified** by any University official. Under **Rule 36(a)**, it is a legal nullity.
- **Current Status:** All matters in **Exhibit A** are **Conclusively Established** under **Rule 36(b)**.

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Respectfully,

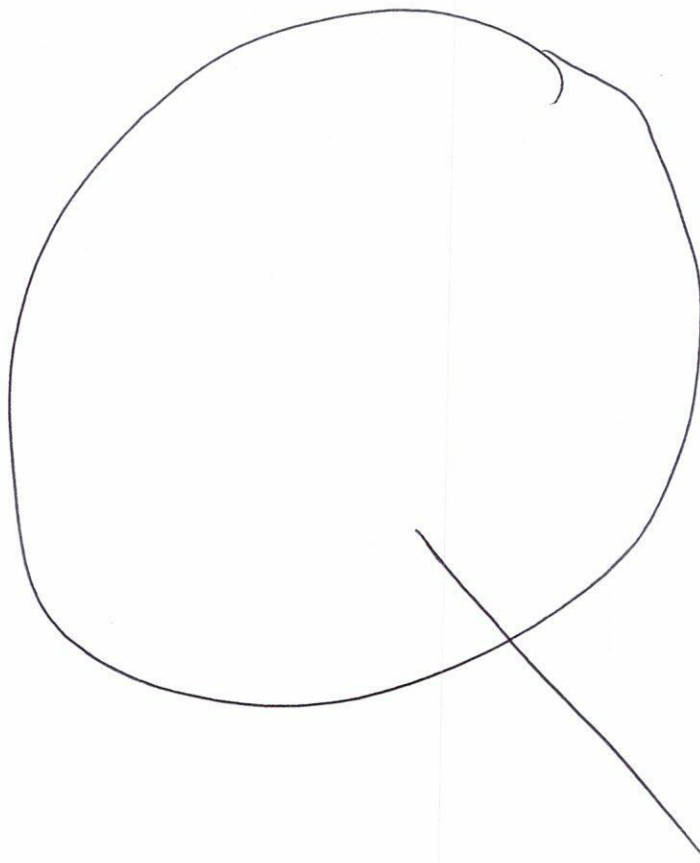


/s/ Ubong Christopher Ubokudom
Ubong Christopher Ubokudom
P.O. Box 1594 Columbia, SC 29202
Plaintiff Pro Se

Dated: April 23, 2026

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Exhibit





UNIVERSITY OF
SOUTH CAROLINA

University Bursar
Bursar's Office

		'ID'	'Name'			
		T07579056	Mr. Ubong C Ubokudom			
'Detail Code'	'Description'	'Term'	'Charge'	'Payment'	'Balance'	'Transaction Date'
3UCF	COL Housing Uncollectible WO	202501		(961.00)	-	1/15/2026, 12:00:00 AM
3CHK	COL Check Payment	202501		961.00	-	1/12/2026, 1:44:35 PM
3UCF	UNCOLLECT WO HOUSING MAY 2025	202501		1,620.65	-	5/30/2025, 11:44:54 AM
3UCC	UNCOLLECT WO CAR CARD MAY 2025	202501		226.36	-	5/30/2025, 11:44:54 AM
3UCA	UNCOLLECT WO AR MAY 2025	202501		75.00	-	5/30/2025, 11:44:54 AM
3OLF	COL Late Fee	202501	75.00		-	3/14/2025, 10:12:56 AM
3OCD	All Access w/\$400 MPD	202501	(2,659.64)		-	2/17/2025, 3:20:55 PM
AOP3	Fed Direct Unsubsidized Loan	202501		(4,863.00)	-	2/11/2025, 2:46:17 PM
3HFZ	COL Housing Park Place	202501	167.90		-	2/7/2025, 9:10:39 AM
3HFZ	COL Housing Park Place	202501	(4,937.25)		-	2/4/2025, 10:40:28 AM
3TUN	COL UG Nonresident-SC Tuition	202501	(17,949.00)		-	1/28/2025, 1:09:01 PM
3LLA	COL Language Lab Fee	202501	(130.00)		-	1/28/2025, 1:09:01 PM
3FTF	COL Technology Fee	202501	(200.00)		-	1/28/2025, 1:09:01 PM
3FMA	COL Matriculation Fee UG	202501	(80.00)		-	1/28/2025, 1:09:01 PM
3FIU	COL CIC UG Program Fee	202501	(360.00)		-	1/28/2025, 1:09:01 PM
3FHI	COL Mandatory Health Insurance	202501	(1,849.71)		-	1/28/2025, 1:09:01 PM
3OCD	All Access w/\$400 MPD PLUS	202501	2,886.00		-	1/10/2025, 12:00:00 AM
3OCD	All Access w/\$250 MPD	202501	(2,532.00)		-	1/10/2025, 12:00:00 AM
AOP3	Fed Direct Unsubsidized Loan	202501		4,863.00	-	1/4/2025, 11:52:02 AM
3FHI	COL Mandatory Health Insurance	202501	1,849.71		-	12/24/2024, 3:03:56 AM
3LLA	COL Language Lab Fee	202501	130.00		-	12/23/2024, 12:00:00 AM
3OCD	All Access w/\$250 MPD	202501	2,532.00		-	12/20/2024, 12:00:00 AM
3TUN	COL UG Nonresident-SC Tuition	202501	4,487.25		-	12/18/2024, 12:00:00 AM
3FUP	COL Health Ctr Fee UG 6-11	202501	(127.00)		-	12/18/2024, 12:00:00 AM
3FTF	COL Technology Fee	202501	47.00		-	12/18/2024, 12:00:00 AM
3FIU	COL CIC UG Program Fee	202501	90.00		-	12/18/2024, 12:00:00 AM
3TUN	COL UG Nonresident-SC Tuition	202501	13,461.75		-	12/18/2024, 12:00:00 AM
3FUP	COL Health Ctr Fee UG 6-11	202501	127.00		-	12/18/2024, 12:00:00 AM
3FTF	COL Technology Fee	202501	153.00		-	12/18/2024, 12:00:00 AM
3FMA	COL Matriculation Fee UG	202501	80.00		-	12/18/2024, 12:00:00 AM
3FIU	COL CIC UG Program Fee	202501	270.00		-	12/18/2024, 12:00:00 AM
3HFZ	COL Housing Park Place	202501	6,340.00		-	12/17/2024, 8:22:51 AM
3HAF	COL Housing Activity Fee	202501	50.00		-	12/17/2024, 8:22:51 AM

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Registration Activity for Ubong Ubokudom

Registered Courses Spring 2025

10757956 Ubong Ubokudom Term Code: 202501 Registration From Date: Registration To Date: Start Over

Registration Audit Registration Error Message

STUDENT COURSE REGISTRATION AUDIT

Active Filters: Source: BASE Course Status: RW Course List

Sequence Number	Term	CRN	Subject	Course	Section	Campus	Level	Grading Mode	Attempted Hours	Credit Hours	Bill Hours	Source	Course Status	Status Date	Add Date	Block	Message
11	202501	48023	JOUR	101	002	COE	UG	S	3.000	3.000	3.000	BASE	RU	12/18/2024	12/18/2024		
12	202501	47614	JOUR	201	014	COE	UG	S	3.000	3.000	3.000	BASE	RU	12/18/2024	12/18/2024		
13	202501	48044	JOUR	100	001	COE	UG	S	3.000	3.000	3.000	BASE	RU	12/18/2024	12/18/2024		
17	202501	48460	JOUR	212	010	COE	UG	S	3.000	3.000	3.000	BASE	RU	12/18/2024	12/18/2024		
17	202501	44404	SPAN	104	004	COE	UG	R	3.000	3.000	3.000	BASE	RU	12/18/2024	12/18/2024		

Records: 1 of 4

Deleted Courses Spring 2025

10757956 Ubong Ubokudom Term Code: 202501 Registration From Date: Registration To Date: Start Over

Registration Audit Registration Error Message

STUDENT COURSE REGISTRATION AUDIT

Active Filters: Source: BASE Course Status: DD Course List

Sequence Number	Term	CRN	Subject	Course	Section	Campus	Level	Grading Mode	Attempted Hours	Credit Hours	Bill Hours	Source	Course Status	Status Date	Add Date	Block	Message
14	202501	44404	SPAN	104	004	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/23/2024		
16	202501	44404	SPAN	100	004	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/23/2024		Registration on 23 July 2025
18	202501	46020	JOUR	101	002	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		
19	202501	46020	JOUR	101	002	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
20	202501	47614	JOUR	201	014	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		
21	202501	47614	JOUR	201	014	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
22	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		
23	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
24	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
25	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
26	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
27	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025
28	202501	48460	JOUR	212	010	COE	UG	S	0.000	0.000	0.000	BASE	DD	12/18/2024	12/18/2024		Registration on 23 July 2025

Records: 1 of 4

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