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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY Court of Common Pleas

The Honorable Daniel Coble, Chief Administrative Judge

Civil Action No.: 2026-CP-40-00645

Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom.....**Appellant**,

v.

University of South Carolina .....**Respondent**.

APPELLANT'S REPLY BRIEF IN SUPPORT OF PETITION FOR SUPERSEDEAS AND EMERGENCY STAY

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TABLE OF CONTENTS

I. TABLE OF AUTHORITIES ..... [3]

II. STATEMENT OF ISSUES OF APPEAL…… [4]

III. STANDARD APPELLATE REVIEW…… [5]

IV. STATEMENT OF THE CASE: THE NATURE OF THE CASE AND SUBSTANTIVE REBUTTAL OF RECORD FALSEHOODS……. [8]

V. ARGUMENT..... [10]

VI. CONCLUSION ..... [23]

TABLE OF AUTHORITIES

I. CONSTITUTIONAL PROVISIONS

- S.C. Const. Art. I, § 9 11

II. SOUTH CAROLINA STATUTES

- S.C. Code Ann. § 1-23-310 *et seq.* (Administrative Procedures Act) 6
- S.C. Code Ann. § 15-53-10 *et seq.* (Uniform Declaratory Judgments Act) 9
- S.C. Code Ann. § 15-77-300 6
- S.C. Code Ann. § 30-2-10 *et seq.* (Family Privacy Protection Act) 6

III. FEDERAL STATUTES AND REGULATIONS

- 12 U.S.C. § 5514 (Consumer Financial Protection Act) 19
- 34 CFR § 668.14 (U.S. Department of Education Regulations) 19

IV. SOUTH CAROLINA RULES OF CIVIL PROCEDURE (SCRCP)

- Rule 15, SCRCP 6,7
- Rule 33, SCRCP 4, 10,11,12
- Rule 36, SCRCP .....Passim
- Rule 38, SCRCP 24
- Rule 65, SCRCP 17

V. SOUTH CAROLINA APPELLATE COURT RULES (SCACR)

- Rule 211, SCACR 6,25
- Rule 240, SCACR 6,23

VI. SOUTH CAROLINA CASE LAW

- AJG Holdings, LLC v. Dunn, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009) 5
- Compton v. South Carolina Department of Corrections, 392 S.C. 361, 709 S.E.2d 639 (2011) 8, 16
- County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002) 5
- *Ellis v. Smith Grading & Paving, Inc.*, 294 S.C. 470, 366 S.E.2d 12 (Ct. App. 1988)..7
- *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006) …….9,14
- Ex parte Littlefield, 343 S.C. 212, 540 S.E.2d 81 (2000) 6
- Foggie v. CSX Transp., Inc., 315 S.C. 17, 431 S.E.2d 587 (1993) 5,7
- *Ford v. Hutson*, 276 S.C. 157, 276 S.E.2d 776 (1981) …….14
- Hansback v. Westvaco Corp., 315 S.C. 8, 431 S.E.2d 591 (1993) ……7
- HH & K Enters., LLC v. S.C. Dep't of Health & Envtl. Control, 444 S.C. 331, 863 S.E.2d 335 (Ct. App. 2021) 10
- Powell v. Immanuel Baptist Church, 261 S.C. 219, 199 S.E.2d 60 (1973) 16

- Redmond v. Lexington County Sch. Dist. No. Four, 314 S.C. 431, 445 S.E.2d 441 (1994)..5,6
- Satcher v. Satcher, 351 S.C. 477, 570 S.E.2d 541 (Ct. App. 2002) 8
- Scott v. Greenville Housing Authority, 353 S.C. 639, 579 S.E.2d 151 (Ct. App. 2003) ..5,12,13,17
- State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691, 693 (2003).....7,23
- State ex rel. Medlock v. S.C. State Family Farm Dev. Auth., 279 S.C. 316, 306 S.E.2d 605 (1983) 6
- Steinke v. South Carolina Department of Labor, Licensing & Regulation, 336 S.C. 373, 520 S.E.2d 142 (1999) ……1
- Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008) 6,8,11,12,17,18

VII. STATEMENT OF THE ISSUES ON INTERLOCUTORY REVIEW

Pursuant to S.C. Code Ann. § 14-3-330(2), the Appellant identifies the following interconnected issues that directly affect substantial rights and warrant immediate appellate intervention via supersedeas:

1. **Denial of Emergency Relief as to Unique Educational Interests:** Whether the lower court committed a clear error of law and an abuse of discretion in denying a preliminary injunction where the Appellant demonstrated that the Respondent's "No Record" reporting creates an immediate, insurmountable blockade to law school matriculation—a unique professional opportunity that cannot be repaired or purchased retroactively through standard monetary damages after the impending June 15, 2026, ABA deadline (Ex. 5, p. 23-25).
2. **Failure to Enforce Self-Executing, Conclusive Judicial Admissions:** Whether the lower court committed a manifest error of law by failing to recognize and enforce conclusive judicial admissions automatically established under Rule 36(a), SCRCP, which completely settled the underlying factual landscape of the Appellant's enrollment history and his performance under a documented $961.00 transcript-release agreement (Ex. 4, p. 20-21).
3. **Abuse of Discretion Regarding Incomplete Discovery Verification:** Whether the lower court erred as a matter of law by finding that the Respondent "complied with discovery" when the Respondent failed to provide a unified corporate verification under oath by an authorized entity officer or representative as strictly required by Rule 33, SCRCP, and *Tupper v. Dorchester County*, 326 S.C. 318 (1997), (Ex. 6, p. 27-30).
4. **Procedural Deprivation of a Substantial Right via Omission:** Whether the lower court's failure to rule upon or address the Appellant's companion Motion for Leave to Amend and Supplement and Motion for an Expedited Trial operates to effectively deprive the Appellant of a meaningful path to final judgment, creating a permanent procedural bottleneck that impacts a substantial right under law (**Foggie v. CSX Transp),** (Ex. 8, p. 43-55).

5. **Vitiation of Protected Parental and Dependent Legal Interests:** Whether the lower court erred by failing to exercise its inherent equitable authority as *parens patriae* to halt an ongoing institutional wrong where the Respondent's bad-faith record suppression actively prevents a parent from achieving the professional credentials required to fulfill a protected parental mandate and serve as specific legal counsel for his minor dependent child, who has suffered catastrophic physical injuries (including a transient ischemic attack) that are currently the subject of concurrent federal litigation (Ex. 7, p. 32-41).

VIII. STANDARD OF APPELLATE REVIEW

The core issue before this Court is whether the lower court committed a reversible error of law in its summary denial of emergency interlocutory relief. Under established South Carolina jurisprudence, the standard of review governing these issues is precisely defined:

A. Preliminary Injunction

1. The decision to grant or deny a preliminary injunction is within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of discretion. County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002). An abuse of discretion occurs when the trial court's decision is "unsupported by the evidence or controlled by an error of law." Id. > To obtain a preliminary injunction, a party must demonstrate: (1) irreparable harm will occur without the injunction, June 15, 2026, ABA deadline (Ex. 5, p. 23-25) & (Ex. 7, p. 32-41); (2) a likelihood of success on the merits (Ex. 3, p. 15-18); and (3) an inadequacy of a remedy at law (Ex. 5, p. 23-25 & (Ex. 8, p. 57) AJG Holdings, LLC v. Dunn, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009). When a trial court fails to grant relief despite a clear showing of these factors—particularly where a likelihood of success is established by judicial admissions—it constitutes an abuse of discretion.
2. Following the Respondent's failure to provide timely or legally sufficient responses to discovery, Appellant filed a **Motion to Determine Sufficiency of Answers/Responses under Rule 36(a), SCRCP**. This motion explicitly requested that the Trial Court formalize the 'deemed admitted' status of facts regarding Appellant's registration and attendance. Despite the clear mandate of the Rules of Civil Procedure, the Trial Court has failed to rule on this motion, allowing the Respondent to continue reporting a 'No Record' status to the LSAC in direct contradiction to the operation of law ***Scott v. Greenville Housing Authority*****,** 353 S.C. 639, 579 S.E.2d 151 (Ct. App. 2003).

B. Writ of Mandamus To obtain a Writ of Mandamus, the Appellant must show: (1) a specific right to the performance of the duty outlined; (2) that the duty is ministerial rather than discretionary; and (3) that no other adequate remedy at law exists. Redmond v. Lexington County Sch. Dist. No. Four, 314 S.C. 431, 445 S.E.2d 441 (1994), **Rule 240, SCACR**. The grant or denial of a writ of mandamus is reviewed for an abuse of discretion. Under **Rule 240,**

SCACR, this Court maintains the judicial authority to issue Extraordinary Writs, including the Writ of Mandamus, to compel a lower court or public official to perform a ministerial act. The South Carolina Supreme Court explicitly commands that a ministerial duty subject to judicial compulsion is one where "the law has established the duty to be performed with such certainty as to leave nothing to the exercise of reason or discretion." The Respondent's arbitrary withholding of official academic verification fails to rest on any reasonable basis, violating the essential requirements of equal protection which mandate that individuals under similar circumstances be treated alike. **State ex rel. Medlock v. S.C. State Family Farm Dev. Auth.**, 279 S.C. 316, 321, 306 S.E.2d 605, 608 (1983).

To entitle a party to a Writ of Mandamus, there must be (1) a specific legal right, (2) a corresponding neglected duty on the part of the Respondent, and (3) no other adequate legal remedy. *See Redmond v. Lexington Cnty. Sch. Dist. No. Four*, 314 S.C. 431, 445 S.E.2d 441 (1994). See **Ex parte Littlefield**, 343 S.C. 212, 540 S.E.2d 81 (2000). A Writ of Mandamus is the proper and necessary remedy to compel a public official to perform a ministerial act which that official has otherwise refused to perform. **Rule 211, SCACR.** In the present case, the maintenance and certification of accurate enrollment records is a purely ministerial duty of the University Registrar (S.C. Code Ann. § 1-23-310). There is no administrative discretion involved in accurately reporting a student's attendance once the requirements for enrollment have been met (**S.C. Code Ann. § 15-77-300)**. Because the Respondent has refused to perform this non-discretionary duty despite conclusive evidence of payment and registration, Mandamus must issue to prevent further irreparable harm. **S.C. Code Ann. § 30-2-10, et seq**

Here, the requirements of Rule 240 are met. The Respondent’s duty to maintain accurate records is ministerial and non-discretionary. Because the Trial Court has failed to rule on motions intended to correct admissions that are now established by law, Appellant has no other adequate remedy to prevent the imminent destruction of his professional career. Consequently, the issuance of a Writ under Rule 240 is necessary to ensure the administration of justice.

C. Rule 36 Admissions

The application of the South Carolina Rules of Civil Procedure, specifically the conclusive effect of admissions under Rule 36, is a matter of law. Appellate courts review questions of law de novo. Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008). **Under Rule 36(b), SCRCP, any matter admitted is "conclusively established" unless the court, on motion, permits withdrawal or amendment of the admission. Because the effect of a "deemed admission" is self-executing and mandatory, an appellate court owes no deference to a trial court’s failure to recognize its conclusive effect** (Ex. 2, p. 5-13).

D. Leave to Amend Pleadings (Rule 15, SCRCP)

The decision to grant or deny a motion to amend a complaint is within the sound discretion of the trial court and will not be disturbed on appeal absent an abuse of discretion." Foggie v. CSX Transp., Inc., 315 S.C. 17, 431 S.E.2d 587 (1993). An abuse of discretion occurs when the ruling is "controlled by an error of law or is without evidentiary support." Id. **Rule 15(a), SCRCP, mandates that leave to amend "shall be freely given when justice so requires." Where the proposed amendments seek to conform the pleadings to facts conclusively established under Rule 36, SCRCP, a refusal to grant leave—or a failure to rule on such a motion—is an abuse of discretion as it prevents the fair and efficient administration of justice** (Ex. 8, p. 43-55)**.** As the transcript of the May 4, 2026, hearing confirms, all five motions were presented and argued as interconnected matters (Ex. 10, Tr. p. 61, ll. 20-25; p. 62, l. 1). Furthermore, at that same hearing, the Respondent expressly acknowledged that leave to amend is 'freely given' under the Rules of Civil Procedure (Ex. 10, Tr. p. 80, ll. 9-18).

E. Constitutional Questions (Access to Courts)

"The determination of the constitutionality of a statute or the deprivation of a constitutional right is a question of law." Questions of law are reviewed de novo, and the appellate court may make its own findings of fact in accordance with its view of the preponderance of the evidence. S.C. Dep't of Soc. Servs. v. Polite, 391 S.C. 275, 705 S.E.2d 78 (Ct. App. 2011).

F. Intentional Infliction of Emotional Distress (IIED)

"Whether the conduct may reasonably be regarded as so extreme and outrageous as to permit recovery is a question for the court." *Hansback v. Westvaco Corp.*, 315 S.C. 8, 10, 431 S.E.2d 591, 592 (1993). Where a trial court fails to rule on a dispositive, explicitly pled claim during an emergency proceeding, this Court maintains the inherent authority to review the legal sufficiency of the claim *de novo* to prevent a complete failure of equity and the resulting irreparable harm. *See generally State v. Dunbar*, 356 S.C. 138, 142, 587 S.E.2d 691, 693 (2003) (holding that appellate courts possess the authority to address issues when the trial court's failure to rule would result in manifest injustice).

G. Restitution and Unjust Enrichment

Under South Carolina law, a party is unjustly enriched when it has received a benefit at the expense of another and it would be inequitable for that party to retain that benefit without payment. *Ellis v. Smith Grading & Paving, Inc.*, 294 S.C. 470, 366 S.E.2d 12 (Ct. App. 1988). Here, the Respondent has retained $961.00 in payments provided by the Appellant while simultaneously refusing to provide the corresponding academic services for which the funds were paid. Retention of these funds without performance constitutes unjust enrichment, and this Court has the equitable authority to order restitution to prevent this manifest inequity.

H. Management of the Docket and Expedited Trial

While a trial court has broad discretion over its docket, an abuse of discretion occurs when the court's failure to act is controlled by an error of law or results in the effective denial of a legal right." When the underlying facts of a case are conclusively established by operation of law (Rule 36, SCRCP), the refusal to expedite the remaining proceedings is reviewed for an abuse of discretion (Ex. 3, p. 15-18).

I. Abuse of Discretion Controlled by an Error of Law:

While the granting or denial of an injunction generally rests within the sound discretion of the trial court, the South Carolina Supreme Court has explicitly commanded that **"an abuse of discretion occurs when the trial court's decision is unsupported by the evidence or controlled by an error of law."** When a trial judge bases a decision on an incorrect application or total disregard of the mandatory Rules of Civil Procedure, that decision is controlled by an error of law, completely stripping the court of its discretion and requiring immediate reversal.

J. The "Clearly Erroneous" Standard for Injunctive Relief:

An interlocutory order denying an emergency stay or temporary injunction will be immediately disturbed and overturned on appeal where the lower court's ultimate determination is demonstrated to be **"clearly erroneous."** ***Compton v. South Carolina Department of Corrections***, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011).

K. No Discretion to Waive Mandatory, Self-Executing Rules:

Whether a party's discovery defaults result in automatic, binding admissions is a pure question of law reviewed *de novo*. A trial court possesses **zero judicial discretion** to excuse a party's failure to properly serve verified discovery responses under oath, as the self-executing mechanisms of the rules operate strictly by operation of law. Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008). (Ex. 2, p. 5-13) & (Ex. 10, Tr. p. 63-67).

IX. STATEMENT OF THE CASE: THE NATURE OF THE CASE AND SUBSTANTIVE REBUTTAL OF RECORD FALSEHOODS

1. The underlying action involves interconnected claims for Breach of Implied Contract, Defamation *Per Se*, Negligence, Promissory Estoppel *See Satcher v. Satcher*, 351 S.C. 477, 570 S.E.2d 541 (Ct. App. 2002), Breach of Duty under the South Carolina Administrative Procedures Act (APA), Breach of Contract Accompanied by a Fraudulent Act, Declaratory Judgment S.C. Code Ann. § 15-53-10 et seq., Gross Negligence and Reckless Disregard, and Intentional Infliction of Emotional Distress (IIED). Each of

these actions arises directly from the Respondent's bad-faith failure to accurately maintain and report the Appellant's academic footprint.

2. The Respondent cannot escape liability by claiming its record blocks and administrative holds are merely literal reflections of an internal financial dispute. Under long-standing South Carolina law, an institutional defendant is fully liable for the plain implications of its actions, as 'a mere insinuation is as actionable as a positive assertion if it is false and malicious and the meaning is plain.' *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 465, 629 S.E.2d 653, 664 (2006). By completely blanking out the Appellant's academic standing and transmitting a standard of 'No Record' to external verification bodies, the Respondent maliciously insinuated a total lack of academic legitimacy and enrollment, causing catastrophic damage to the Appellant's professional timeline.
3. The Respondent's Return Brief and memorandum seeks to create a false procedural narrative by claiming that these vital evidentiary and liability questions are "not before this Court," although the transcript proves otherwise, (Ex. 10, Tr. p.61 ll. 20-25; p. 62 l. 1) . This argument is a blatant attempt to fragment the record and isolate the lower court's summary denial from the foundational defaults that control it. The Respondent cannot argue its way out of the factual landscape it conceded by operation of law.
4. The lower court's summary finding that the Appellant lacked a "likelihood of success on the merits" stands in direct, irreconcilable conflict with the following self-executing judicial admissions, which the lower court failed to address:

A. **The Admission of Attendance:** In Requests for Admission (Ex. 2, p. 5-13, (RFA) No. 4, the Respondent explicitly admitted that the **"Appellant registered for courses at USC and attended classes."**
B. **The Admission of the Account Hold and Financial Inducement:** In (Ex. 2, p. 5-13 RFA Nos. 16 and 17), the Respondent explicitly admitted it communicated to the Appellant that a payment of $961.00 was required to resolve an "administrative hold" on his account for the release of records.
C. **The Admission of Logistical Reality:** The uncontradicted evidence submitted at the May 4, 2026 hearing includes an official electronic directive from University staff instructing the Appellant to complete documentation to **"re-enroll (Ex. 1, p. 2)."** As a matter of basic administrative logic, an institution cannot instruct an individual to "re-enroll" if they possess "no history of attendance," (Ex. 10, Tr. p. 80 ll. 23-25; p. 81 ll. 1-18). The Respondent's Return Brief and memorandum seeks to create a false procedural narrative by claiming that these vital evidentiary and liability questions are "not before this Court," although the transcript proves otherwise, (Ex. 10, Tr. p.61 ll. 20-25; p. 62 l. 1) . This argument is a blatant attempt to fragment the record and isolate the lower court's summary denial from the foundational defaults that control it. The Respondent cannot argue its way out of the factual landscape it conceded by operation of law.

D. Despite these binding, uncontradicted judicial admissions, the Respondent continues to report to the Law School Admission Council (LSAC) national clearinghouse and Parchment that the Appellant has "no record of academic work" and "no enrollment history."
E. The Respondent's own discovery defaults prove that its ongoing reporting to third parties is a documented factual falsehood. Under the clear standards governing emergency interlocutory relief, an admission that establishes the entire factual basis of a complaint constitutes a *prima facie* case for the underlying litigation, satisfying the "likelihood of success" requirement as a matter of law. The lower court's refusal to reconcile these admissions with the imminent, irreversible destruction of the Appellant's law school application cycle constitutes clear error.

X. ARGUMENT

REBUTTAL ARGUMENT: ERRORS OF LAW AND MANDATORY RELIEF ARISING FROM PROCEDURAL DEFAULTS

A. The Respondent's Return relies entirely on technical deflections and a mischaracterization of the procedural history to escape its own severe discovery defaults. However, South Carolina law explicitly commands that the technical framing of *pro se* pleadings must be viewed in light of their true substantive elements, as courts are required to look to the substance of a motion rather than its strict technical label. Because justice heavily favors ensuring a regular party's claims are fully heard, South Carolina public policy strongly prefers to resolve substantial disputes on their explicit legal and factual merits rather than allowing an institution to escape liability via hyper-technical dismissals. *HH & K Enters., LLC v. S.C. Dep't of Health & Envtl. Control*, 444 S.C. 331, 335, 863 S.E.2d 335, 337 (Ct. App. 2021).
B. Here, the Appellant did not merely meet basic procedural requirements; the Appellant strictly complied with the mandatory mechanisms of Rule 36, SCRCP, while the Respondent openly violated Rule 33 and Rule 36 by serving unsworn, unverified responses, (Ex. 10, Tr. p. 77, ll. 18-25; p.78, ll.1-6 & Ex.10, Tr. p.81 ll. 19-25; p. 82 ll.1-11). To deny emergency relief under these circumstances would elevate form over substance, punishing a diligent *pro se* advocate for technical obstacles while effectively rewarding an institutional state agency for its refusal to adhere to basic discovery obligations.
C. The lower 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 systematically blinded the lower court to the evidentiary record, infecting its evaluation of every dependent companion motion. The Appellant seeks intermediate appellate review and emergency stabilization because a reversal and remand

of these items is a mechanical necessity to protect the integrity of the underlying litigation:

1. **Failure to Compel Mandatory Discovery Verification (Rule 33, SCRCP):** The lower court erred by permitting unverified, attorney-only signatures and fragmented departmental responses to satisfy the Respondent's discovery obligations (Ex. 6, p. 27-30). An institutional party cannot bypass the mandatory corporate oath. The Appellant is entitled to an order remanding this issue with instructions compelling the Respondent to designate a single Corporate Representative and Custodian of Records to verify the totality of its discovery responses under oath (Ex. 10, Tr. p. 71 ll. 2-25;p. 72 l.1).
2. **Failure to Address the Motion for Leave to Amend and Supplement:** The lower court erred by failing to rule upon or grant the Appellant's motion to align the active pleadings with the facts now conclusively admitted by the Respondent. Justice requires that the Appellant be permitted to formally amend the Second Amended and Supplemented Complaint to lock in the established evidentiary record and prevent the ongoing suppression of his academic files.
3. **Failure to Grant an Expedited Trial to Avoid Substantial Irreparable Harm:** Given that the foundational elements of registration, attendance, and financial performance are now conclusively established by operation of law, the triable scope of this litigation has narrowed exclusively to the determination of final remedies and damages (Ex. 3, p. 15-18) & (Ex.10, Tr. p. 75, ll. 12-25;p. 76, p.77 ll. 1-5). The lower court erred in refusing to issue an Amended Scheduling Order and an Expedited Trial Date (**S.C. Const. Art. I, § 9)**, actively permitting the Respondent to exploit administrative delays to run out the clock on the Appellant's professional entry and his parental duty to advocate for his minor child.

XI. REBUTTAL ARGUMENT: THE LOWER COURT COMMITTED CLEAR ERROR BY FAILING TO ENFORCE RULE 36(b), SCRCP

The lower court committed a reversible error of law by failing to recognize that the core facts of this dispute have been permanently locked shut by operation of law. Pursuant to Rule 36(a), SCRCP, the Respondent failed to serve timely, verified, and sufficient responses accompanied by an authorized party oath, rendering its response packet a legal nullity. As argued during the hearing, the Respondent's reliance on counsel's signature is a 'legal nullity' that fails to satisfy Rule 33 and 36, SCRCP, (Ex.10 Tr. p. 81, ll. 19-25; p. 82, ll. 1-11).

Under the long-standing mandate of Rule 36(b), SCRCP, matters deemed admitted under this rule are not merely standard pieces of evidence to be weighed or ignored at a judge's discretion; they constitute **conclusive judicial admissions** that cannot be contradicted or cast aside by a trial court. As established in Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008), the operation of this rule is self-executing and completely strips the trial court of the discretion to excuse an unsworn procedural default. The lower court's summary denial of

injunctive relief directly contradicts these established judicial admissions, constituting a textbook abuse of discretion and an error of law.

Furthermore, the transcript explicitly reveals that the Respondent failed to provide verified responses to the Appellant's Requests for Admission, relying solely on the signature of counsel in direct contravention of Rule 33 and Rule 36, SCRCP. This failure constitutes a procedural default that the lower court ignored, and which this Court must now address to prevent a trial by ambush." (Ex. 10, Tr. p. 77, ll. 18-25; p.78, ll.1-6 & Ex.10, Tr. p.81 ll. 19-25; p. 82 ll.1-11).

XII. THE CIRCUIT COURT'S FAILURE TO ENFORCE THE MANDATORY, SELF-EXECUTING PROVISIONS OF RULE 36 CONSTITUTES A MANIFEST ABUSE OF DISCRETION CONTROLLED BY A CLEAR ERROR OF LAW.

1. The Respondent correctly notes that a trial court's ruling on injunctive relief will not be overturned absent an abuse of discretion, and that an abuse of discretion occurs "where the trial court is controlled by an error of law." Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008).. However, the Respondent completely misapplies this standard to the record.
2. In the present case, the Circuit Court's denial of relief was not an exercise of sound judicial discretion; it was an overt error of law. Rule 36(a), SCRCP, is strictly mandatory and self-executing: if a party fails to provide a response signed under oath by the party or an authorized institutional representative within 30 days, the matters are automatically deemed admitted. The court possesses no structural discretion to overlook a party's failure to verify its answers. Scott v. Greenville Housing Authority, 353 S.C. 639, 579 S.E.2d 151 (Ct. App. 2003).
3. By failing to recognize that the Respondent served entirely unverified responses signed solely by outside counsel, the Circuit Court completely ignored the mandatory operation of law. Because an unsworn response is a procedural nullity, the admissions were conclusively established the moment the statutory deadline expired. For the Circuit Court to disregard these binding judicial admissions and deny summary judgment or injunctive relief when liability had already been legally proven as an absolute matter of law constitutes a textbook definition of an abuse of discretion under Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008).
4. The South Carolina courts have long established that a trial judge has zero structural authority to wave away a party's mandatory discovery defaults. In Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008), the Court of Appeals explicitly reversed a trial judge who attempted to use his discretion to excuse a party's failure to properly respond to Requests for Admission, ruling that the operation of the rule is automatic and binding.
5. In this matter, Chief Administrative Judge Coble committed an identical, fatal error of law. By failing to recognize that the Respondent served entirely unverified responses

signed strictly by outside counsel without an accompanying corporate oath—which constitutes a total legal nullity under Rule 36(a)—the trial court completely disregarded self-executing judicial admissions that settled the entire factual landscape of the Complaint.

6. The Respondent makes the extraordinary and flatly incorrect legal assertion on page 11 of its Initial Brief and in the written transcript, (Ex. 10, Tr. p. 77, ll. 18-25; p.78, ll.1-6). that "a sworn verification is plainly not required for Responses to Requests for Admission." This baseline misstatement of South Carolina civil procedure completely destroys the Respondent's entire brief.
7. Rule 36(a) of the South Carolina Rules of Civil Procedure (SCRCP) explicitly mandates that if a party does not admit a matter, the denial must be "sworn":

> "The matter 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, but, unless the objection is signed by the attorney, the answer shall be specifically denied or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter, and the answer shall be signed under oath by the party or a representative..."

8. The South Carolina Supreme Court and Court of Appeals have consistently held that unsworn, unverified responses to Requests for Admission are a legal nullity. When a corporate or institutional defendant fails to provide a verification signed under a corporate oath by an authorized agent, the requests are deemed automatically admitted as a matter of law. Scott v. Greenville Housing Authority, 353 S.C. 639, 579 S.E.2d 151 (Ct. App. 2003).
9. Because the Respondent served an unverified, unsworn packet of responses signed solely by outside counsel, the Respondent defaulted. By operation of Rule 36(b), SCRCP, every single request—including the Respondent's admission that a "No Record" profile was inconsistent with the Respondent's internal records and that the Respondent accepted $961.00 under false pretenses—stands as a conclusively established judicial admission. Additional admissions include:

A. **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 and intentionally certifying "No Record" to third parties despite internal knowledge of attendance Ex. 2, p. 5-13, (RFA No. 21), Respondent has demonstrated a 'willful and wanton' disregard for Plaintiff's professional standing and legal rights. See ***Steinke v. S.C. Dep't of Labor, Licensing & Regulation***, 336 S.C. 373, 398, 520 S.E.2d 142, 155 (1999) (holding that gross negligence is the intentional,

conscious failure to do something which it is incumbent upon one to do or the doing of a thing intentionally that one ought not to do).

B. **Defamation Per Se - Admitted:** Defendant provided a "No Record" status to LSAC Ex. 2, p. 5-13, (RFA Nos. 7) while internally possessing evidence of enrollment. This establishes "Actual Malice" by law and is clear defamation. *Erickson v. Jones Street Publishers, LLC*, 368 S.C. 444, 629 S.E.2d 653 (2006).

C. **Intentional Infliction of Emotional Distress (IIED) - Admitted:** The Registrar's written acknowledgment that Plaintiff "registered and attended" (**Ex. 2, p. 6; RFA No. 4**), 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. This constitutes actionable intentional infliction of emotional distress. See ***Ford v. Hutson***, 276 S.C. 157, 162, 276 S.E.2d 776, 778 (1981) (holding that where conduct is continuous and calculated to shatter an individual's professional and psychological stability, a prima facie case for outrage is established).

D. **Intentional Infliction of Emotional Distress (IIED) - 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 Ex. 2, p. 5-13 (RFA No. 24-28).

E. An admission under Rule 36 completely overrides and nullifies any contrary assertions contained in the Respondent's Answer or Initial Brief. Consequently, the Respondent lacks any legal baseline to contest liability or injury on appeal.

XIII. THE RESPONDENT'S CONFLATION OF ATTORNEY SIGNATURES WITH MANDATORY PARTY OATHS DIRECTLY VIOLATES THE PLAIN TEXT OF RULE 36(a), SCRCP.

1. The Respondent attempts to escape its procedural default on page 11 of its Brief by declaring that "a sworn verification is plainly not required for Responses to Requests for Admission." The Respondent appears to argue that because outside counsel signed the document, the requirements of civil discovery were fully satisfied. This argument represents a fatal misunderstanding of South Carolina civil procedure.
2. While Rule 36(a), SCRCP, permits an attorney to sign corporate *objections*, it explicitly draws a hard line when it comes to an *answer* that denies a matter or sets forth why the party cannot truthfully admit or deny it. The rule explicitly mandates:

> "...the answer shall be specifically denied or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter, and the answer shall be signed under oath by the party or a representative..."

3. An attorney is not a corporate representative capable of swearing to factual matters of an institution under oath. If a corporate party intends to deny a request for admission, that party must sign the responses under an official corporate oath or provide a sworn corporate affidavit. Neither occurred in this case. The Respondent's packet was signed strictly by its outside counsel without any accompanying verification from a University representative. Because an unsworn denial is an absolute legal nullity under South Carolina law, the Respondent's unverified packet failed to legally halt the operation of the rule. Consequently, every single matter stands as a conclusively established judicial admission, and the Respondent cannot use its counsel's unsworn brief to retroactively cure its institutional default.

XIV. THE RESPONDENT'S FABRICATED "NO RECORD" PROFILE VIOLATES MANDATORY ABA AND LSAC RULES, CONSTITUTING IMMEDIATE, IRREPARABLE HARM INDEPENDENT OF TYPICAL ACADEMIC TIMELINES.

1. The Respondent attempts to downplay the ongoing, terminal destruction of the Appellant's legal career by arguing that an application delay carries no immediate irreparable harm. This argument highlights a complete willful blindness of the Law School Admission Council (LSAC) and American Bar Association (ABA) regulatory frameworks, June 15, 2026, ABA deadline. (Ex. 5, p. 23-25).
2. The Respondent admits that the Appellant was registered at the institution and was subsequently "administratively withdrawn" but the Appellant did not withdraw himself. Under standardized national academic protocol, a student who is administratively withdrawn is legally assigned an academic status of "Withdrawn" (W) on their permanent file. Furthermore, LSAC explicit data rules mandate that an applicant must submit an official institutional transcript from *every single institution* where they were ever registered or enrolled, regardless of whether graded coursework was completed.
3. By completely erasing the Appellant's history and certifying a false, defamatory "No Record" status to third parties, the Respondent has made it structurally impossible for the Appellant to comply with ABA and LSAC application clearing rules. The Appellant cannot simply submit a general explanation; the parchment transcript service and LSAC requires the formal data upload from the University's Registrar.
4. The Respondent's assertion that the Appellant 'never fully enrolled' and thus has no record to produce is flatly contradicted by its own internal institutional demands. In an official correspondence from the University Registrar dated January 22, 2026 (Ex. 1, p. 2), the Respondent explicitly instructs the Appellant to complete a 'Registration Exception form' (Ex.1, p. 3) to be **'re-enrolled in [his] courses and withdrawn with grades of W.'** If the Appellant had never enrolled or established an active academic footprint at the institution, the Respondent's formal administrative directive mandating a financial and academic 're-enrollment' and a retrospective 'reinstatement fee' is a

structural and logical impossibility. The Respondent cannot simultaneously argue to this Court that a student has zero record of academic enrollment while privately demanding that the exact same student execute a corporate reinstatement contract to manipulate the visibility of that very enrollment (Ex.10, Tr. p. 80 ll. 23-25; p.81 ll. 1-18).

5. The Respondent's ongoing refusal to issue an accurate document reflecting an administrative withdrawal acts as an absolute, permanent gate block to legal education. The loss of a professional career path and the permanent deprivation of the ability to enter law school constitutes the exact legal definition of immediate, irreparable harm that money damages cannot remedy (Ex. 10, Tr. p. 62, ll. 20-25;p. 63, ll.1-16).
6. The Respondent fundamentally misconstrues the doctrine of the "status quo" under Powell v. Immanuel Baptist Church, 261 S.C. 219, 199 S.E.2d 60 (1973). The sole purpose of a temporary injunction is to preserve the status quo to prevent imminent, irreparable harm. However, the legal "status quo" is defined as the last, actual, peaceable, non-contested status which preceded the pending controversy. It does not permit an institutional defendant to freeze its own active, ongoing tortious conduct in place under the guise of stability.
7. Prior to the Respondent's bad-faith erasure of the Appellant's academic footprint and its implementation of an illegal debt-collection block, the true status quo was that the Appellant was a registered and enrolled student. By maintaining a faked "No Record" profile, the Respondent is actively destroying the status quo and dictating a permanent, fatal injury. If the Respondent is permitted to continue suppressing these files, the Appellant will be entirely and permanently barred from entering law school. Because time-sensitive academic admission cycles cannot be retroactively restored by standard monetary damages, an emergency injunction is the exact and exclusive mechanism required under Powell to halt the ongoing harm and preserve the Appellant's professional viability until a trial on the merits (Ex.10, Tr. p. 67, ll. 19-25;p. 68-71, p. 72 l. 1).

XV. APPELLANT HAS CONCLUSIVELY DEMONSTRATED ALL THREE PREREQUISITES FOR AN INJUNCTION, RENDERING THE TRIAL COURT'S DENIAL CLEARLY ERRONEOUS UNDER COMPTON.

1. Under established South Carolina jurisprudence, a party is entitled to an injunction upon demonstrating: (1) irreparable harm, June 15, 2026, ABA deadline (Ex. 5, p. 23-25 & Ex. 7, p. 32-41), (2) a likelihood of success on the merits (Ex. 2, p. 5-13), and (3) an inadequate remedy at law (Ex. 5, p. 23-25 & Ex. 9, p.57). Compton v. SCDC, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011). While the Respondent relies heavily on the deferential standard of review articulated in Compton, it ignores the reality that a trial court's decision will be overturned when it is "clearly erroneous." Id. In this matter, the Circuit Court's wholesale failure to recognize that all three elements were conclusively established constitutes clear error.

2. First, as to the likelihood of success on the merits, the Appellant's victory is not merely likely; it is legally guaranteed. Because the Respondent failed to provide a sworn verification or corporate affidavit accompanying its responses to the Requests for Admission, those matters were automatically deemed admitted by operation of law under Rule 36(a), SCRCP. *Scott v. Greenville Housing Authority*, 353 S.C. 639, 579 S.E.2d 151 (Ct. App. 2003). The Respondent has thus judicially admitted to bad-faith record suppression and established every mandatory, factual element required to satisfy the Appellant's causes of action for: Declaratory Judgment, Breach of Implied Contract, Promissory Estoppel, Breach of Duty under the SC APA, Negligence, Gross Negligence and Reckless Disregard, Defamation Per Se, Breach of Contract Accompanied by a Fraudulent Act, and Intentional Infliction of Emotional Distress (Ex. 3, p. 15-18). These admissions are conclusive, constitute absolute binding reality, and cannot be contradicted by the unsworn arguments of outside counsel. Consequently, because the Respondent has legally conceded the entire operational landscape of the Complaint, the Appellant has established absolute success on the merits as a matter of law.
3. Second, the Appellant has demonstrated profound irreparable harm for which there is an entirely inadequate remedy at law, June 15, 2026, ABA deadline (Ex. 5, p. 23-25 & Ex. 9, p. 57). If this Court does not compel the Respondent to cease its unlawful data-erasure scheme and produce an accurate transcript reflecting his administrative withdrawal, the Appellant has no further legal options. He remains permanently and structurally locked out of the **Law School Admission Council (LSAC) clearinghouse** and is forever barred from entering the legal profession. Because a missed professional career path and time-sensitive academic admission cycles cannot be bought back or repaired retroactively through standard monetary damages, **the requested emergency relief** is the only adequate remedy available.
4. Finally, the equity of this injunction serves a vital public interest, **Rule 65.** The citizens and community members of Columbia and the State of South Carolina deserve to have their flagship public university maintain true, transparent, and accurate records. Permitting a state institution to artificially erase a student's academic footprint as a predatory debt-collection tool sets a dangerous, lawless precedent. Forcing the Respondent to correct its data compliance errors ensures that what happened to the Appellant cannot be weaponized against future members of the public, firmly aligning the requested relief with equity, justice, and the public good.
5. The Respondent's bare assertion that the Appellant "fails to establish any abuse of discretion" completely collapses under the weight of its own cited authority. As established in Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008), an abuse of discretion explicitly occurs where the trial court's ruling is "controlled by an error of law."
6. In this matter, a manifest error of law controlled the lower court's entire judgment. The Circuit Court completely failed to recognize that the Respondent served entirely

unverified responses to Plaintiff's Requests for Admission, signed strictly by outside counsel without a corporate oath or supporting affidavit. Because Rule 36(a), SCRCP, is self-executing and strictly mandates that denials must be sworn under oath by the party, the Respondent's unverified packet was a legal nullity. By operation of law, every single request was automatically deemed admitted. For the trial court to overlook this mandatory statutory default and conclude that the Appellant failed to establish a likelihood of success on the merits—when liability had already been conclusively established as an absolute judicial admission—constitutes a textbook, clear error of law requiring reversal under Town of Summerville v. City of N. Charleston, 378 S.C. 107, 662 S.E.2d 40 (2008).

XVI. THE RESPONDENT'S SHORT-SIGHTED TIMELINE ARGUMENT FAILS TO RECOGNIZE THE PENDENCY OF ACTIVE EXTRA-JURISDICTIONAL LITIGATION AND CRITICAL RISK OF PERMANENT EXCLUSION FROM LEGAL EDUCATION.

1. The Respondent asserts on page 10 of its Brief that the active litigation involving the Appellant's minor child in federal court has "no bearing" on this case, shortsightedly arguing that a typical three-year law school timeline minimizes any immediate connection to those pending files. This argument is fundamentally disingenuous, factually blind, and entirely misconstrues the standard for irreparable harm.
2. First, the active federal case protecting the Appellant's minor child remains completely pending, and the Respondent has no baseline to predict its ultimate duration or resolution. Because of the severe, documented medical injuries sustained by the Appellant's minor daughter—culminating in a profound transient ischemic attack (TIA)—the Appellant is legally bound to initiate subsequent civil litigation in the immediate future to safeguard her constitutional rights. The link between the Appellant's professional advancement and his family's vital defensive legal interests is concrete, direct, and profoundly relevant to the balance of equities (Ex. 7, p. 32-41) & (Ex. 10, Tr. p. 82 ll. 17-25; p. 83, ll. 1-18).
3. Second, the Respondent's focus on a "typical law school timeline" completely evades the immediate crisis caused by its ongoing record suppression. The issue is not how long it takes to graduate; the issue is that the Respondent's actions function as an absolute, immediate gate block to ever being accepted at all. Under mandatory American Bar Association (ABA) compliance guidelines and Law School Admission Council (LSAC) data rules, an applicant cannot be cleared for admissions processing or secure acceptance into any accredited institution without transmitting an official transcript from every single post-secondary institution where they have ever registered or enrolled (Ex. 5, p. 23-25).
4. By maintaining a false "No Record" status and withholding the accurate documentation of an administrative withdrawal to collect a disputed balance, the Respondent is actively ensuring the Appellant is forever barred from entering the legal profession. A permanent barrier to a professional career path represents the absolute definition of immediate,

irreparable harm. Because time-sensitive academic admission cycles cannot be retroactively bought back or repaired through standard monetary damages, an injunction is the only adequate remedy available to preserve the Appellant's professional viability.

XVII. THE RESPONDENT'S ACCUMULATION OF AN UNLAWFUL DEBT COLLECTION BLOCK DIRECTLY INTERFERES WITH ACTIVE EXTRA-JURISDICTIONAL LITIGATION TO PROTECT A MINOR CHILD.

1. The Respondent asserts on page 10 of its brief that the ongoing litigation involving the Appellant's minor child in federal court has no bearing on this case. This argument is disingenuous.
2. The Respondent actively used an unlawful record erasure scheme to extort financial payments from the Appellant, forcing a $961.00 transaction under the explicit promise of record access, only to subsequently nullify the file. Per federal regulations enacted by the U.S. Department of Education, institutions are strictly barred from utilizing complete transcript withholding or record suppression as a predatory mechanism to collect student debts or institutional balances. See 34 CFR § 668.14(b)(33)-(34).
3. The Respondent's own written communication establishes a textbook violation of these federal consumer protection mandates. In the January 22, 2026 email, (Ex. 1, p. 2), the Respondent overtly conditions the release of the Appellant's records on the collection of an alleged debt, stating: **'Once you have been re-enrolled, before a transcript will be issued, your bill of $11,988.13 must be paid in full.'** This statement is an explicit admission of an unlawful 'gatekeeping' and transcript withholding scheme designed to extort an outstanding balance under the threat of permanent professional destruction. By leveraging a total educational asset block to force a massive financial payment, the Respondent chose to pursue an abusive collection practice directly prohibited by the Code of Federal Regulations and the Consumer Financial Protection Bureau, directly resulting in the terminal disruption of the Appellant's upcoming law school cycles.
4. Furthermore, the Consumer Financial Protection Bureau (CFPB) has explicitly ruled that utilizing blanket record holds to leverage collections on outstanding balances constitutes an "abusive act and practice" under the Consumer Financial Protection Act, because it leaves consumers with zero bargaining power over inaccurately calculated or problematic debts. See 12 U.S.C. § 5514; CFPB Supervisory Highlights (Sept. 2022).
5. The direct result of this unlawful "gatekeeping" is that the Appellant is being denied the necessary academic credentials to secure admission during the 2026 law school cycle. This directly hinders the Appellant's legal capability to enter the legal profession as a licensed advocate to protect the constitutional and civil rights of his minor child in the future, who has suffered severe physical injuries (including a transient ischemic attack) that are currently the subject of high-stakes, concurrent federal litigation. The connection between the Respondent's bad-faith data suppression and the ongoing harm to the

Appellant's dependent family interests is concrete, direct, and legally relevant to the evaluation of the public interest and equity (Ex. 10, Tr. p. 82 ll. 17-25; p. 83, ll. 1-18).

XVIII. THE RESPONDENT CANNOT LAWFULLY DECLARE THAT THE APPELLANT HAS "NO RECORD" TO PROHIBIT CAREER ADVANCEMENT WHILE SIMULTANEOUSLY MAINTAINING AN $11,988.13 DEBT INFLICTED BY THAT VERY FOOTPRINT.

1. The Respondent attempts to shield its record-erasure scheme behind a hyper-technical administrative distinction on page 9 of its Brief, asserting that a student only receives a grade of "W" if they "affirmatively withdraw themselves... via the student portal during the designated time period." The Respondent argues that because the Appellant was dropped administratively for tuition non-payment, he has no right to a transcript reflecting a withdrawal.
2. This post-hoc rationalization completely collapses under basic administrative logic and equity. First, the Respondent completely fails to explain why it did not articulate this narrow internal policy from the inception of this dispute, choosing instead to issue a blanket "No Record" certification to third parties. Second, whether a withdrawal is executed manually by a student or processed administratively by the institution due to financial parameters, the objective legal and academic status of the student remains identical: they have withdrawn from active courses.
3. More profoundly, the Respondent's defense exposes a predatory, dual-faced corporate posture that equity cannot tolerate. The Respondent cannot have it both ways. The Respondent cannot systematically certify a false, defamatory "No Record" status to the Law School Admission Council (LSAC)—effectively telling the world that the Appellant never established an academic footprint at the institution—while simultaneously maintaining a massive, active, punitive consumer debt profile against him totaling $11,988.13.
4. If the Appellant truly possesses "no record" at the University of South Carolina, then the Respondent cannot lawfully generate an active student account number, cannot issue official student identification, and cannot maintain thousands of dollars in outstanding collections. It is unconscionable and legally distasteful for a state institution to exploit an absolute monopoly over educational data to declare a student a non-entity to third-party clearinghouses, while simultaneously asserting an active financial relationship to coerce an $11,988.13 payment. If the Respondent stands by its judicial assertion that the Appellant has zero records of academic footprint at the institution, it must immediately wipe out and void all alleged institutional debts. Equity prohibits the Respondent from treating the Appellant as a ghost for the purpose of professional advancement, but as a debtor for the purpose of institutional enrichment.

XVIX. THE RESPONDENT'S EXTRAORDINARY JURIDICAL ADVICE THAT THE APPELLANT COMMIT ADMISSIONS FRAUD TO CIRCUMVENT RECORD ERRORS VIOLATES MANDATORY ABA AND LSAC RULES.

1. On page 10 of its Brief, the Respondent makes the astonishing and reckless assertion that if the Appellant is dissatisfied with its record withholding, he is "free to remove the Respondent from his LSAC account and apply before the alleged upcoming deadlines." The Respondent essentially commands the Appellant to pretend the University of South Carolina never existed in his academic history. Equity cannot tolerate an institutional defendant advising a pro se litigant to commit flagrant academic fraud to mitigate his own injuries.
2. The Respondent's suggestion directly violates the strict, mandatory clearinghouse rules established by the Law School Admission Council (LSAC) and the American Bar Association (ABA). ABA compliance guidelines strictly require law school applicants to disclose and submit an official transcript from *every single post-secondary institution* where they ever registered, enrolled, or established an academic footprint—regardless of whether graded coursework was completed or whether the student was administratively dropped.
3. If the Appellant were to follow the Respondent's counsel and affirmatively "remove" the University from his LSAC profile, it would trigger an immediate, mandatory LSAC Misconduct and Irregularities Investigation (Ex. 10, Tr. p.79, ll. 5-18) . Under LSAC rules, the intentional omission of an enrollment institution constitutes an absolute ethical violation, resulting in a permanent "Misconduct" flag transmitted to every law school in the country. This would completely destroy the Appellant's mandatory Character and Fitness profile, ensuring he is permanently disqualified from law school admission and future bar licensure. The fact that the Respondent is reduced to suggesting that a student falsify his national law school application clearinghouse data to cover up the institution's illegal transcript withholding proves conclusively that the Appellant has zero alternative remedies at law. The requested emergency injunction remains the exclusive lawful mechanism to protect the Appellant's professional viability from permanent, lawless destruction (Ex. 9, p. 57).

XX. THE RESPONDENT'S ATTEMPT TO REFRAME THIS COURT'S PRIOR ADMINISTRATIVE DENIAL OF EMERGENCY INTERLOCUTORY RELIEF AS A DECISION ON THE MERITS IS FALSE AND PROCEDURALLY INCORRECT.

1. The Respondent makes the highly misleading assertion on page 9 of its Brief that this Court "has even previously agreed with Respondent and ruled that Appellant is not entitled to injunctive relief," citing this Court's administrative Order Denying the Petition

for Writ of Mandamus and Emergency Injunctive Relief. This argument completely mischaracterizes the nature of interlocutory appellate practice.

2. It is a foundational tenet of appellate procedure that the denial of an emergency writ or an extraordinary interlocutory stay is never an adjudication on the substantive merits of an underlying action. This Court did not deny the Appellant's emergency petition because his case lacked merit; rather, this Court denied the extraordinary petition because the Appellant possessed an adequate, alternative procedural remedy immediately available to him in the lower court: specifically, the multi-motion evidentiary hearing scheduled before Judge Coble on May 4, 2026. The "matters decided" in the trial court's order (the denials of the injunction and discovery motions) do not provide the affirmative relief required to stop the University from actively reporting "No Record" to the LSAC. The automatic stay prevents the University from *doing* things ordered by the court, but it does not *compel* them to perform the ministerial act of correcting their records. Therefore, the request is not moot; it is necessary for active, specific relief.
3. Furthermore, the Respondent conveniently omits the fact that this Court actively issued an order supplementing the appellate record to include the Appellant's Second Amended and Supplemented Complaint. Had this Court determined that the Appellant's underlying action was legally frivolous or facially deficient, it would not have expanded the record to preserve these vital pleadings. This Court supplemented the record precisely because it recognized that the evolving claims were profoundly relevant to the ultimate resolution of this case. These evolving claims were discussed in the hearing, (Ex. 10, Tr. p.72 ll. 16-25;p.73,p. 74). Now that the May 4, 2026 hearing has occurred, and the Circuit Court has committed a clear error of law by failing to recognize the self-executing admissions under Rule 36(a), SCRCP, the matter is fully ripe for a definitive ruling on the merits. The Respondent cannot use this Court's prior administrative deference to the trial schedule as a shield to escape its absolute procedural default.

XXI. THE RESPONDENT'S ATTEMPT TO PROCEDURALLY RESTRICT THE SCOPE OF THIS APPEAL IS CONTRADICTED BY THE EXPLICIT LANGUAGE OF THE NOTICE OF APPEAL, WHICH ENCOMPASSES ALL COMPANION MOTIONS HEARD ON MAY 4, 2026.

A. The Respondent argues on page 11 of its Brief that the issues concerning the sufficiency of its Request for Admission responses, breach of duty, debt refunds, defamation per se and other aforementioned causes of action are "not before this Court," claiming this appeal is isolated strictly to the three-sentence Order denying a TRO. This argument is a blatant attempt to procedurally fragment the record and mislead this Court.

B. Contrary to the Respondent's assertion that these matters were not properly before the lower court, the transcript of the hearing on May 4, 2026 confirms that all five motions were presented, argued, and interconnected (Ex. 10, Tr. p. 61, ll. 20-25; p. 62, l. 1). Specifically, the Notice of Appeal provides clear notice that the scope of review encompasses the lower court's simultaneous, interconnected actions, on:

(1) Plaintiff's Motion to Determine the Sufficiency of Answers and Deem Matters Admitted;
(2) Plaintiff's Motion for Preliminary Injunction;
(3) Plaintiff's Motion to Compel Discovery;
(4) Plaintiff's Motion to Amend and Supplement the Second Amended Complaint; and
(5) Plaintiff's Motion for an Amended Scheduling Order and Expedited Trial.

C. Under South Carolina appellate procedure, when a trial court issues a summary ruling that sweeps across multiple pending interlocutory motions at a single unified hearing, an appeal from that disposition brings the entire interconnected operational record before the appellate panel. The issue of the unverified Requests for Admission (Motion 1) is inherently inseparable from the issue of the preliminary injunction (Motion 2), because the automatic deemed admissions are the exact evidentiary vehicle that establishes the Appellant's absolute "likelihood of success on the merits." By trying to separate these motions, the Respondent is asking this Court to evaluate an injunction in a vacuum, completely ignoring the absolute default that occurred on the underlying record. Because every single one of these five companion items was fully briefed, argued on May 4th, and preserved in the Notice of Appeal Rule 240, SCACR, they are completely ripe for review, and this Court possesses full jurisdiction to rule on the merits of each. ***State v. Dunbar***, 356 S.C. 138, 142, 587 S.E.2d 691, 693 (2003).

XXII. CONCLUSION & PRAYER RELIEF:

For the foregoing reasons, as well as those set forth in the Appellant's Initial Brief, Appellant respectfully requests that this Honorable Court reject the Respondent's unverified, procedurally deficient arguments, reverse the summary disposition of the lower court, and enter an Order granting Supersedeas and Emergency Injunctive Relief providing as follows:

1. EMERGENCY STAY AND SUPERSEDEAS. The Order of the Circuit Court dated May 8, 2026, is hereby **STAYED** pending the final resolution of this appeal.

2. JUDICIAL ADMISSIONS. Pursuant to Rule 36(b), SCRCP, all matters contained in Plaintiff's First Set of Requests for Admission are hereby **DEEMED ADMITTED** as conclusively established for the purposes of this litigation, the Respondent having failed to provide timely, verified responses under oath.

3. EMERGENCY INJUNCTIVE RELIEF. Respondent University of South Carolina, including its officers, employees, and agents, is **TEMPORARILY RESTRAINED AND ENJOINED** from:

A. Representing to the Law School Admission Council (LSAC), Parchment, or any third party that Appellant "never attended" the University of South Carolina; and
B. Conditioning Appellant's access to academic transcripts or enrollment verification on re-enrollment or payment of disputed charges.

4. MANDATORY AFFIRMATIVE RELIEF. Respondent shall, within **twenty-four (24) hours** of the entry of this Order:

A. Release to the LSAC an official academic transcript or enrollment verification reflecting Appellant's Spring 2025 enrollment and subsequent withdrawal status;
B. Transmit a **Formal Letter of Correction** to the LSAC and Parchment stating that previous reports of "No Record" were administrative errors and that Appellant was a formally admitted and enrolled student.

5. RESTITUTION. Order the immediate return of the $961.00 to the Appellant, as Respondent's refusal to acknowledge the record renders the retention of these funds an act of unjust enrichment that obstructs Appellant's ability to provide for his daughter's legal needs. Respondent shall issue a refund of **$961.00** to the Appellant via check or electronic transfer within **forty-eight (48) hours** of this Order. These funds shall be treated as direct restitution and shall not be applied as a "credit" toward other disputed balances.

6. WAIVER OF BOND. Pursuant to Rule 241(c)(2), SCACR, the Court finds that a bond is not required for the issuance of this stay or the return of the **$961.00** restitution payment. As this payment was made under a documented Repayment Agreement for the specific purpose of record release—a service the Respondent subsequently withheld—the return of these funds is necessary to restore the *status quo ante* and does not constitute a monetary judgment requiring security.

7. No Adjudication on Damages. Nothing in this Order adjudicates Plaintiff's claims for monetary damages, which are expressly preserved. **Rule 38, SCRCP.**

8. REMAND OF DISCOVERY AND PLEADINGS: This matter is REMANDED to the Fifth Judicial Circuit with instructions to enter orders managing the record as follows:

A. **Motion to Compel: GRANTED.** Respondent shall, within five (5) days, designate a Corporate Representative or Custodian of Records to provide a unified verification of all discovery responses under oath. **Additionally, Respondent is compelled to produce all Blackboard classroom activity data and log-in records pertaining to the Appellant**

for the Spring 2025 term, appropriately redacted to exclude the protected information of third-party students and professors.

B. **Leave to Amend:** GRANTED. Appellant's Second Amended and Supplemented Complaint is deemed filed as of the date of this Order.

9. EXPEDITED TRIAL. The Clerk of the Circuit Court is directed to place this matter on an expedited track and set this case for an Expedited Trial on all issues of liability and damages during the July 2026 term of court.

10. SERVICE. Service of this Order via electronic mail or hand-delivery upon the University of South Carolina Office of General Counsel shall be deemed sufficient and immediate service.

CERTIFICATE OF COMPLIANCE

Pursuant to the formatting and length limitations set forth in the South Carolina Appellate Court Rules, the undersigned Appellant *Pro Se* hereby certifies that this Appellant's Reply Brief complies with all applicable type-volume limitations.

1. **Word Count / Page Limit: This Reply Brief is proportionally spaced, utilizing Times New Roman 12-point font, and does not exceed the maximum page allocation or word limitations prescribed for replies under Rule 211, SCACR.**
2. **File Integrity: The electronic PDF file has been scanned for viruses and is verified as technically secure and fully text-searchable.**

Respectfully,



/s/ Ubong Christopher Ubokudom
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RECEIVED
May 22 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

INDEX OF EXHIBITS for Reply to Respondent's Return to Petition for Supersedeas and Emergency Stay

EXHIBITS	TITLE	PAGE #
1	**University re-enrollment email and Registration Exception Form** **Description:** University Re-enrollment Email Correspondence explicitly commanding "re-enrollment" and a retrospective transaction structure while conditioning transcript deployment on an $11,988.13 balance hold & Registration Exception Form (REF)	**2-3**
2	**Respondent's Invalid RFA responses** **Description**: Respondent's Entire Responses to Plaintiff's First Set of Requests for Admission, dated April 2, 2026, demonstrating that Respondent actively asserted unsworn factual answers and denials, yet completely failed to include a mandatory corporate verification page or party oath, rendering the entire document a legal nullity under Rule 36(a), SCRCP.	**5-13**

3	**Matrix of Causes of Action and Evidence of Egregious Harm** **Description**: Plaintiff's May 4th Hearing Handout: Matrix of Causes of Action and Evidence of Egregious Harm, mapping the dispositive effect of the Respondent's unverified deemed admissions against the individual counts of the operative Complaint to demonstrate absolute success on the merits.	**15-18**
4	**Contract agreement and receipt for payment** **Description**: $961 Contract agreement between the Appellant and Respondent & receipt for the payment	**20-21**
5	**LSAC instructions and Law school deadlines** **Description**: Law School Admission Council instructions for requesting transcripts & Appellant's administrative Law school deadlines	**23-25**
6	**Department Verifications for Interrogatories** **Description**: Independent Department Verifications for interrogatories, no corporate unified sworn and verified statement served	**27-30**
7	**Federal District Court Order and Derivative Harm affidavit** **Description:** Federal District Court Judge order stating the Appellant can not represent his daughter in their Federal product liability litigation case since he is not an attorney & Appellant Derivative Harm affidavit written to support his daughter	**32-41**
8	**Second Amended and Supplemented Complaint** **Description**: Second Amended and Supplemented Complaint, supplemented to the SC Court of Appeals, that the Appellant would like to be granted to become the operative pleading for the 5th Judicial Civil case 2026CP4000645	**43-55**
9	**Email verification of Act of Defamation & proof of inadequate remedy at law** **Description:** Respondent, "This will be our last response on this topic. We have confirmed that LSAC received notification that you do not have a record from USC."	**57**

10	**Complete Certified Circuit Court Motion Hearing Transcript (May 4, 2026)** **Description:** Full, certified official transcript records from the lower court motion hearing. 1. Default: (Ex. 10, Tr. p. 77, ll. 18-25; p.78, ll.1-6 & Ex.10, Tr. p.81 ll. 19-25; p. 82 ll.1-11) The transcript confirms the Respondent's failure to provide mandatory, verified discovery responses from an authorized corporate representative, relying instead on unsworn attorney-only signatures in violation of Rule 33, SCRCP & Rule 36 SCRCP. 2. Companion Motions: (Ex.10, Tr. p. 61, ll. 20-25; p. 62, l. 1) demonstrating that all operational defaults, Rule 36 admissions, and companion record issues were fully argued, **the lower court was properly apprised of the procedural defects, and these issues were preserved for appellate review.** 3. The transcript confirms that the Respondent has failed to provide a single authorized Corporate Representative, instead offering a fragmented series of departmental denials that lack the mandatory verification required under Rule 33, SCRCP (Ex. 10, Tr. p. 77, ll. 18-25; p. 78, ll. 1-6)	**58-85**

Respectfully,



/s/ Ubong Christopher Ubokudom
Ubong Christopher Ubokudom
cubok1@gmail.com
248-952-7833
P.O. Box 1594 Columbia, SC 29202
Appellant Pro Se
Dated: May 22, 2026

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

1

Gmail

Chris Ubokudom <cubok1@gmail.com>

T07579056 Ubong Ubokudom

messages

[redacted] Thu, Jan 22, 2026 at 12:07 PM

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

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

[redacted]

2

[redacted]

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 drop/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.

Office of the University Registrar
Columbia, SC 29208 | registrar@sc.edu

UNIVERSITY OF South Carolina

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

2

4

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF RICHLAND	)	**FIFTH JUDICIAL CIRCUIT**
	)	
	)	
Ubong Christopher Ubokudom,	)	
	)	Civil Action No. 2026-CP-40-00645
Plaintiff,	)	
	)	**DEFENDANT'S RESPONSES TO**
v.	)	**PLAINTIFF'S REQUESTS FOR**
	)	**ADMISSION**
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 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, SCRCP. 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

5

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.

6

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

7

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.**

9

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]

11

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

12

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,	)	
	)	**CERTIFICATE OF SERVICE**
v.	)	
	)	
University of South Carolina,	)	
	)	
Defendant.	)	
	)	

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

cubok1@gmail.com

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

13

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

3

14

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, SCRCP)

HEARING HANDOUT: DISPOSITIVE EFFECT OF DEEMED ADMISSIONS

Note to the Court: Pursuant to **Rule 36, SCRCP**, 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**

	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**

[redacted]16

VIII. Breach of contract accompanied by a Fraudulent act	**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).	**Exhibits A, E, & F**
IX. Intentional Infliction of Emotional Distress (IIED)	**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. **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.	**Exhibits A, D, H, & J**

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)**.



Respectfully,



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

Dated: April 23, 2026



18

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

4

19

UNIVERSITY OF SOUTH CAROLINA

[redacted] Student Customer Services
[redacted]E OF THE BURSAR

UNIVERSITY OF SOUTH CAROLINA
OFFICE OF THE BURSAR
REPAYMENT AGREEMENT

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

I, **Mr. Ubong C. Ubokudom**, do hereby agree to repay the **University of South Carolina** the total sum of **$1,922.01**, incurred during the **Spring 2025** term. I agree to pay **a down payment of $961.00 January 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 [redacted]nce immediately due and payable** in the event of a missed payment per repayment terms. Any waiver of this right for one [redacted]lt 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] Date

[redacted] Student's Signature

[redacted] Date

Current Address: [redacted]

City: [redacted]

Telephone: [redacted]

Email address: [redacted]

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

Payments may be mailed to:

Bursar's Office
Student Customer Services
[redacted]

Payments may be made online:

Marketplace

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

[redacted]

20
48

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

21

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

5

22

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.

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

23

- 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.)

24

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.

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

6

26

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

KYANA T. JACKSON NOTARY PUBLIC MY COMMISSION EXPIRES 10/23/2028 STATE OF SOUTH CAROLINA

27

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
My Commission Expires
NOTARY PUBLIC
11-01-2034
STATE OF SOUTH CAROLINA

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-1-2034

28

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
)
Ubong Christopher Ubokudom,) C/A No.: 2026-CP-40-00645
)
Plaintiff,)
)
v.) **VERIFICATION OF DEFENDANT'S RESPONSES TO PLAINTIFF'S SECOND SET OF INTERROGATORIES**
)
University of South Carolina,)
)
Defendant.)

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, 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

KYANA T. JACKSON NOTARY PUBLIC MY COMMISSION EXPIRES 10/23/2028 STATE OF SOUTH CAROLINA

29

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.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-1-2034

EDMUND SHORT
My Commission Expires
NOTARY PUBLIC
11-01-2034
STATE OF SOUTH CAROLINA

30

[redacted]

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

7

31

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:

32

(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

33

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

TO THE CLERK OF COURT:

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

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

IT IS SO ORDERED.

Paige J. Gossett

October 14, 2025
Columbia, South Carolina

Paige J. Gossett
UNITED STATES MAGISTRATE JUDGE

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

34

54

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).

35

55

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:

36

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 injury 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. EG3
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

[redacted] 64

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. EC4
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.

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: _____

Printed Name: Bobby Washington

FC

NOTARY PUBLIC

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

Notary Public Signature: _____

My Commission Expires: 6/15/35

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

State of South Carolina
County of Richland

On this 16 day of February, 2026, before me personally appeared Bobby Washington, 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. In his/her signature here

_____
Document Holder's Signature

41

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

8

42

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

Ubong Christopher Ubokudom,
Plaintiff,

JURY TRIAL DEMANDED

v.
University of South Carolina,
Defendant.

CASE NO.: 2026CP4000645

SECOND AMENDED COMPLAINT

Personal Statement. Plaintiff holds the University of South Carolina and the Columbia community in high regard– and the plaintiff truly values and appreciates the people of Columbia, SC. The decision to initiate this action was made only after exhausting all other avenues and was born of the necessity to protect the legal rights of the plaintiff and his minor daughter. While it is regrettable that external administrative failures have necessitated this level of judicial intervention, plaintiff seeks a resolution that restores a functional relationship with the institution.

Plaintiff, Ubong Christopher Ubokudom, appearing *pro se*, respectfully submits this Second Amended Complaint against the Defendant, the University of South Carolina ("USC"), alleging as follows:

I. PARTIES

1. Plaintiff Ubong Christopher Ubokudom ("Plaintiff") resides in Columbia, South Carolina and is a former admitted and enrolled undergraduate student of the University of South Carolina.

2. Defendant University of South Carolina ("USC") is a public institution of higher education organized under the laws of South Carolina, with its principal campus located in Richland County.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to S.C. Code Ann. §§ 15-7-20 and 15-53-30. Venue is proper in Richland County because USC resides there and the acts and omissions giving rise to this action occurred there.This action is brought exclusively under the common law and statutes of the State of South Carolina, and Plaintiff asserts no claims arising under the Constitution or laws of the United States.

4. Plaintiff asserts no federal causes of action in this Complaint. All claims arise exclusively under South Carolina statutory law, South Carolina common law, and the South Carolina Constitution.

5. Plaintiff expressly disclaims any claim arising under the Constitution or laws of the United States, including but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 1981 or 1983, or the Fourteenth Amendment.

III. FACTUAL ALLEGATIONS

Admission, Enrollment, and Attendance

6. Plaintiff was formally admitted to USC and enrolled as an undergraduate student for the Spring 2025 semester in the College of Information and Communications.

7. Plaintiff registered for courses, attended classes, completed coursework, and received graded assignments from instructors.

8. Plaintiff was approved for and charged on-campus housing and a university meal plan, benefits available exclusively to enrolled students.

9. Federal financial aid was originated and transmitted in connection with Plaintiff's Spring 2025 enrollment.

10. Plaintiff was informed that his courses were administratively removed for nonpayment on or about January 28, 2025. Federal financial aid was subsequently returned. Housing-related charges remained.

11. Defendant deviated from normal standard academic and customer service practices by intentionally suppressing or providing inaccurate academic records and enrollment verification.

12. The Defendant violated the duty to protect the Plaintiff from harm, which was intentional. The Defendant's negligence resulted in significant emotional damage to the Plaintiff.

13. Plaintiff faced a critical terminal deadline of February 15, 2026, for law school admissions and scholarships.

14. Despite being electronically served and having counsel of record, the Defendant failed to rectify the Plaintiff's academic status, necessitating the filing of an Emergency Motion for a Temporary Restraining Order (TRO) in this Court.

15. Due to the Defendant's continued inaction and the trial court's subsequent scheduling of an emergency hearing for May 4, 2026—long after the Plaintiff's terminal academic deadlines—Plaintiff was forced to file an Emergency Petition for Writ of Mandamus with the South Carolina Court of Appeals on February 17, 2026 (Case No. 2026-000348).

16. This action arises from USC's ongoing refusal to provide accurate academic records and enrollment verification. This conduct has escalated into a systemic failure to provide a timely remedy, effectively obstructing the Plaintiff's ability to manage concurrent, high-stakes litigation.

17. Specific Interference with Federal Litigation: The Defendant's administrative paralysis and subsequent delay of trial court proceedings have functionally prohibited the Plaintiff from effectively preparing and managing **Case No. 3:25-cv-12608-SAL-PJG** currently pending in the United States District Court for the District of South Carolina. Because the Defendant has forced the Plaintiff to divert numerous hours to extraordinary appellate proceedings (Writ of Mandamus

Case No. 2026-000348) to secure basic rights, the Defendant is directly liable for the resulting "domino effect" of harm to the Plaintiff's and his minor daughter's rights and legal safety.

IV. Discriminatory and Unequal Treatment

18. Plaintiff is a member of a protected racial class.
At all relevant times, USC owed Plaintiff a duty to treat him in a fair, consistent, and non-discriminatory manner in the administration of enrollment records, transcript access, and communications with third parties.

19. USC treated Plaintiff differently from similarly situated students who were administratively withdrawn or who had outstanding balances, including by:
Retroactively denying the existence of Plaintiff's enrollment while simultaneously acknowledging registration and attendance;

20. Refusing to produce any enrollment or academic record, even in unofficial form;
Issuing and then retracting an official transcript while labeling it an "error";
21. Affirmatively informing third parties that Plaintiff "never attended" USC; and
Conditioning transcript access on retroactive re-enrollment and payment of charges.
22. These actions departed from USC's normal policies and practices and lacked a rational, good-faith basis.

23. Upon information and belief, USC's conduct toward Plaintiff was motivated in whole or in part by impermissible considerations, including Plaintiff's race.
24.USC's discriminatory and unequal treatment manifested through shifting explanations, heightened scrutiny, refusal to apply standard procedures, and the retroactive erasure of Plaintiff's academic record.

25. As a result of this discriminatory conduct, Plaintiff suffered educational, professional, emotional, and reputational harm.

V. Willful and Bad-Faith Conduct

26. Plaintiff further alleges that Defendant acted willfully and in bad faith in denying access to enrollment records and transcripts, knowingly causing Plaintiff to suffer educational, professional, financial, and reputational harm.

27. Defendant's conduct was intentional, malicious, and without legitimate justification, and constituted a deliberate attempt to impede Plaintiff's academic and professional progression.

VI. Transcript Requests and USC's Representations

28. Beginning November 28, 2025, Plaintiff made repeated good-faith attempts to obtain his official transcript through Parchment Transcript Services, including requests on:

November 28, 2025
December 3, 2025
January 12, 2026
January 14, 2026
January 16, 2026

29. Initially, prior to on or around January 13, 2026, Plaintiff was informed that transcript requests were on hold due to a debt owed to the University. After January 15, 2026, Plaintiff was informed that the University had no record of his enrollment for Spring 2025.

30.Despite this, USC sent a transcript to the Law School Admission Council ("LSAC") on or around January 13, 2026, following Plaintiff's payment of $961.00. However, all subsequent transcript requests were canceled or rejected.

31. Each request was canceled after USC reported that Plaintiff had "no record of enrollment." USC represented that Plaintiff's transcript could be released upon partial payment of his outstanding housing balance.

32. In reliance on that representation, Plaintiff paid $961.00.
USC initially transmitted an official transcript to LSAC, later retracted it, labeled it an "error," canceled transcript orders, stated it would refund transcript fees, and affirmatively notified LSAC that Plaintiff "never attended" USC.

33.USC thereafter conditioned transcript access on Plaintiff's retroactive re-enrollment and payment of nearly $12,000 in disputed charges.

VII. Impact on LSAT, Applications, and Scholarships

34.Plaintiff is actively applying to law schools and scholarships, all of which require disclosure of every institution attended, regardless of credit earned.

35. Many law schools and merit-based scholarship programs for the Fall 2026 admissions cycle require receipt of complete and accurate transcripts from all institutions attended by fixed deadlines, including deadlines on or about February 15, 2026. Failure to submit a complete application by these deadlines results in automatic disqualification from consideration.

36. Plaintiff took the LSAT on January 8, 2026, and completed the LSAT argumentative writing portion on January 12, 2026, during the height of USC's refusal to provide an accurate academic record.

37. USC's conduct materially interfered with Plaintiff's LSAT preparation by forcing him to divert significant time, energy, and focus toward resolving transcript issues and preparing this litigation.

38. The LSAT score is a primary determinant of law school admissions and scholarship eligibility. Higher scores substantially increase the likelihood of merit-based scholarships.

39. As a direct and proximate result of USC's actions:
A. Plaintiff's LSAT preparation was impaired;
B. Plaintiff missed scholarship deadlines requiring complete transcripts;
C. Plaintiff was prevented from applying for certain scholarships altogether; and
D. Plaintiff's competitiveness for law school financial aid was diminished.

VIII. DAMAGES AND IMPACT OF DEFENDANT'S CONDUCT

40.

A. **Willful and Wanton Misconduct:** Defendant has acted with reckless and outrageous indifference to the Plaintiff's professional future and the legal safety of his minor daughter. Despite clear evidence of Plaintiff's enrollment and the terminal nature of his academic deadlines, Defendant has intentionally maintained a state of administrative paralysis.
B. **Interference with Concurrent Litigation:** As a direct result of Defendant's conduct, Plaintiff has been forced to divert numerous hours of critical time—originally allocated for the preparation of high-stakes litigation on behalf of his minor daughter (Case No. 3:25-cv-12608-SAL-PJG)—to engage in extraordinary appellate proceedings (Case No. 2026-000348) simply to secure a clear legal right.
C. **The "Domino Effect" of Injustice:** The Defendant's delay may not only cause the loss of a professional academic year but has functionally interfered with Plaintiff's ability to advocate for his daughter's health, safety, and civil rights in other jurisdictions. This intentional delay constitutes a compounding injury that warrants extraordinary damages.
D. **Psychological and Emotional Toll:** Plaintiff and his minor daughter have suffered extreme trauma, indignity, and humiliation. The Defendant's actions have forced the Plaintiff into a position of "racial stigmatization" and "indignity" by denying him the standard benefits and recognitions afforded to other students of the University.
E. **Necessity for Deterrence:** Given the Defendant's status as a major public institution, the requested judgment is necessary to deter the Defendant and other similarly situated institutions from recklessly harming individuals, families, and communities through administrative suppression and systemic delay.

EXTENDED HARM TO PLAINTIFF AND MINOR CHILD

41.The harm to Plaintiff's daughter is not merely financial; it is the permanent loss of developmental stability and the irreversible delay of her father's career trajectory during her formative years. No amount of delayed monetary judgment can restore the time lost or the educational opportunities missed if Plaintiff is barred from the 2026 admissions cycle.

A. The Defendant's actions have caused a "domino effect" of injustice.
B. Plaintiff's academic standing is directly tied to his ability to provide legal advocacy for his minor daughter in pending matters, specifically Case No. 3:25-cv-12608-SAL-PJG.
C. The delay caused by the Defendant has not only stalled Plaintiff's professional trajectory but has directly harmed his minor daughter by delaying his ability to represent her interests.
D. The mental and emotional toll of being forced into extraordinary appellate litigation to secure a clear legal right has resulted in significant pain and suffering for both the Plaintiff and his daughter.

IX. CAUSES OF ACTION

42. **COUNT I: Declaratory Judgment:** Plaintiff seeks a formal declaration from this Court establishing his status as a formerly enrolled student for the Spring 2025 semester and affirming his right to accurate academic records. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

43.COUNT II: Breach of Implied Contract: Defendant breached the implied contract created by Plaintiff's admission, registration, and payment of fees by failing to provide the standard administrative services and record-keeping expected in an academic relationship. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

44.COUNT III: Promissory Estoppel: Plaintiff reasonably and detrimentally relied on Defendant's representations regarding his enrollment and transcript availability, incurring financial costs and missing critical law school deadlines when those promises were retracted. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

45.COUNT IV: Breach of Duty under the SC Administrative Procedures Act: Defendant's conduct in retroactively declaring "no record" of enrollment—despite physical and financial evidence to the contrary—was willful, lacked a rational basis, and constituted an abuse of administrative discretion. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

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

47.COUNT VI: Gross Negligence and Reckless Disregard: Defendant's refusal to correct records despite clear evidence (Student ID) and failure to respond to emergency motions has caused permanent, irreparable damage.

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

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

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

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

E. This contradictory behavior—admitting attendance internally while denying it to external gatekeeping institutions—constitutes a fraudulent act intended to deprive the Plaintiff of the benefits of his contractual relationship with the school.

F. Pursuant to South Carolina law, a breach of contract accompanied by a fraudulent act entitles the Plaintiff to **punitive damages.** Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

50. COUNT IX: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

A. Plaintiff realleges and incorporates by reference all previous paragraphs.

B. The University's conduct in this matter is so extreme and outrageous as to exceed all possible bounds of decency and is regarded as atrocious and utterly intolerable in a civilized community.

C. The University, through its agents, acted with the specific intent to inflict emotional distress or acted with reckless disregard for the high probability that severe emotional distress would result.

D. The University's Registrar explicitly stated in writing that she "failed to see how [releasing a transcript] would benefit" the Plaintiff, demonstrating a subjective, malicious intent to obstruct the Plaintiff's professional life.

E. The University was aware that the Plaintiff was facing terminal deadlines for law school and was managing life-critical federal litigation for his minor daughter.

F. By choosing to "professionally murder" the Plaintiff's career and endanger the safety of his daughter over an administrative task that takes less than one hour, the University has caused the Plaintiff to suffer severe emotional distress, anxiety, and mental anguish of a nature that no reasonable person could be expected to endure. Plaintiff seeks damages consistent with the prayer for relief in the Second Amended Complaint.

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

51. Plaintiff further seeks damages for ongoing emotional distress, reputational harm, and lost educational and professional opportunities, all of which are direct and foreseeable consequences of Defendant's actions.

52. Plaintiff requests pre-judgment and post-judgment interest on all monetary damages at the maximum rate allowed by South Carolina law, from the date of Defendant's wrongful conduct to the date of full payment.

53. Plaintiff further requests that USC be ordered to pay all of Plaintiff's legal fees and costs incurred in pursuing this action, including filing fees, court costs, and other litigation expenses, as well as any fees incurred in enforcing any Court order related to this action.

XI. PENALTY STRUCTURE, PAYMENT, AND PROTECTIVE RELIEF

Failure to Answer or Insufficient Answer

54. If Defendant fails to file a legally sufficient answer as required by law, Plaintiff requests entry of judgment against Defendant in the amount of **$1,000,000,000.00.**

Payment Deadline

55. **Payment of Total Judgment**

The total judgment amount of $1,000,000,000.00 shall be due and payable in full no later than **April 30, 2026 or within thirty (30) days** of the entry of the Court's order, whichever occurs sooner.

56. Plaintiff requests that in the event of his incapacity or death prior to the satisfaction of judgment, the Court appoint a Guardian ad Litem to oversee the creation of a constructive trust for the benefit of Plaintiff's minor daughter, ensuring that the judgment proceeds are insulated from Defendant's potential probate challenges.

57. To ensure compliance and the availability of funds for the benefit of Plaintiff and his dependent daughter, Plaintiff requests the Court order Defendant to post a supersedeas bond or deposit the disputed compensatory amount into an interest-bearing escrow account maintained by the Clerk of Court pending final adjudication

Post-Judgment Consequences for Nonpayment

58. If initiation of the judgment amount is not timely paid or if there are missed payments, Defendant shall be subject to a weekly monetary penalty of **twenty five million dollars ($ 25,000,000.00 per week)** , or interest at the applicable South Carolina statutory rate, whichever is greater, accruing until payment is made in full.This will be added to the **$1,000,000,000.00** requested total judgement amount.

Penalty for delaying justice for the plaintiff and his daughter.

59. If there is no judgement and this civil lawsuit is not resolved by April 30th, 2026, defendant shall be subject to a weekly monetary penalty of **twenty five million dollars ($25,000,000.00 per week)**, or interest at the applicable South Carolina statutory rate, whichever is greater, accruing until the civil lawsuit is resolved. This will be added to the **$1,000,000,000.00** requested total judgement amount.

Payment Schedule

60. Payment will begin on **April 30th, 2026 or 30 days** after a judgment is determined. **Optional Payment Schedule** Notwithstanding Paragraph 52, Defendant may satisfy this judgment through a structured payment schedule of **$100,000,000.00 per month**, provided that

the first payment is received by **April 30, 2026**, or 30 days post-judgment, whichever occurs sooner. Any missed or late installment shall trigger the immediate acceleration of the entire remaining balance and the penalties outlined in Paragraph 55.

Each payment shall be for **$100,000,000.00 per month** or unless an alternative schedule is stipulated by both parties and approved by this Court.

Irreparable Harm to Plaintiff's Daughter
61. Defendant's conduct threatens Plaintiff's ability to obtain legal training and employment necessary to protect and provide for his daughter, creating ongoing and irreparable harm to her stability, security, and future opportunities.

Protective Distribution for Plaintiff's Daughter
62. If Plaintiff becomes neurologically incapable of managing his financial affairs, or if payment is otherwise not made directly to Plaintiff, all sums paid pursuant to judgment or penalty shall be distributed for the sole benefit of Plaintiff's daughter and placed into a trust to be held until she reaches eighteen (18) years of age.

Law School Deadline at Risk
63. Defendant's actions places Plaintiff at risk of missing more critical admissions deadlines resulting in more irreparable harm that cannot be cured by monetary damages alone.

XII. RELIEF REQUESTED

64. Injunction

Plaintiff requests that the Court enjoin Defendant from taking any action that would misrepresent Plaintiff's enrollment, academic status, or transcript history to third parties, including law schools, scholarship committees, and federal agencies, both now and during the entirety of the 2026 admissions cycle.

Explanation of Harm

65. Plaintiff has been forced to divert substantial time, energy, and resources to pursuing compliance from USC, materially interfering with preparation for the LSAT, timely submission of law school applications, and applications for merit-based scholarships. The missed deadlines and lost opportunities create irreparable harm that cannot be fully remedied by money alone, and delay in USC's compliance further jeopardizes Plaintiff's ability to matriculate at law school in Fall 2026.

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

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

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

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

D. Award Plaintiff **$200,000,000.00** for Breach of Contract and Gross Negligence, reflecting the total loss of professional trajectory and the compounding harm caused by the interference with his daughter's legal advocacy.

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

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

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

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

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

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

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

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

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

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

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

O. **Protective Trust:** Order that a portion of the judgment be placed in a court-supervised protective trust for the benefit of the minor child, Minor 1, to ensure her future health and legal protection.

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

Q. Issue declaratory relief as requested herein;

R. Enter preliminary and permanent injunctive relief consistent with Plaintiff's TRO motion; Plaintiff seeks a permanent mandatory injunction requiring Defendant to correct its internal database (Banner/Registrar systems) to permanently reflect Plaintiff's enrollment and attendance for the Spring 2025 semester, ensuring that all future automated verifications (such as Parchment) are accurate and consistent with the Court's findings.

S.Plaintiff requests that the Court require Defendant to issue a formal 'Letter of Correction' to the Law School Admission Council (LSAC) and any other third party to whom Defendant previously provided false or 'erroneous' information regarding Plaintiff's attendance, with a copy filed with this Court as proof of compliance.

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

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

V. Order repayment of $961.00 immediately;

W. To ensure compliance and the availability of funds for the benefit of Plaintiff and his Dependent daughter, Plaintiff requests the Court order Defendant to post a supersedeas bond or deposit the disputed compensatory amount into an interest-bearing escrow account maintained by the Clerk of Court pending final adjudication.

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

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

XIV. VERIFICATION
68. I, Ubong Christopher Ubokudom, being first duly sworn, depose and state as follows:

I am the Plaintiff in the foregoing action. I have read the foregoing Complaint and know the contents thereof. The facts stated in the Complaint are true and correct to the best of my knowledge, information, and belief.
This Verification is made under penalty of perjury pursuant to the laws of the State of South Carolina.
Executed this 25th day of February, 2026, in Columbia, South Carolina.

PLAINTIFF'S SIGNATURE:

Ubong Christopher Ubokudom
Plaintiff, Pro Se

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

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Sworn to and subscribed before me this 25 day of February, 2026, by Ubong Christopher Ubokudom, who is personally known to me or who has produced satisfactory identification.

NOTARY PUBLIC SIGNATURE:
Notary Public for South Carolina

Michelle Renee Laprade

Michelle Renee Laprade
My Commission Expires
NOTARY PUBLIC
June 28, 2029
STATE OF SOUTH CAROLINA

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

9

56

Gmail

Chris Ubokudom [redacted]

[redacted] Ubong Ubokudom

[redacted] Tue, Jan 27, 2026 at 9:35 AM

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

Chris,

This will be our last response on this topic.

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

We wish you all the best in your academic endeavors.

Best,

[redacted]

Office of the University Registrar
University of South Carolina

[redacted]

57

[redacted]

57

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

Civil Action No.: 2026-CP-40-00645
Appellate Case No.: 2026-000348

Ubong Christopher Ubokudom, Plaintiff-Appellant,

v.

University of South Carolina, Defendant-Respondent.

EXHIBIT

10

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

Ubong Ubokudom,)
)
Plaintiff,) Case No. 2026-CP-40-00645
)
vs)
)
University of South Carolina)
)
Defendant.

H E A R I N G

BEFORE THE HONORABLE DANIEL COBLE

DATE: May 4, 2026
LOCATION: Richland County Common Pleas
TRANSCRIBER: Jessica Antonucci

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Greenville, South Carolina 29606

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Attorney for the Defendant

INDEX

Proceedings..... 4

Certificate of Transcriber..... 28

EXHIBITS

(No Exhibits Were Marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTE MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

60

THE COURT: All right, next up is a 14 through 23 Obokudom versus University of South Carolina. Good morning. And am I pronouncing it, is it Obokudom?

MR. OBOKUDOM: Obokudom is fine.

THE COURT: It's Obokudom.

MR. OBOKUDOM: Yeah.

THE COURT: All right, Mr. Obokudom, you have motions, you can go right ahead with them.

MR. OBOKUDOM: Okay. Before I proceed, I'd just like to ask if there's a court reporter available.

THE COURT: It's being recorded right here. You can get the transcript on the Court Administration's website.

MR. OBOKUDOM: Okay, excellent. The next thing I'd like to ask is if I could approach the bench.

THE COURT: You can hand it to the bailiff, and he'll give me a copy.

MR. OBOKUDOM: All right. So, as you mentioned, my name is Chris Ubokudom, I'm appearing as pro se. As you mentioned, there are several motions before you today. If possible, I'd like to essentially address five of them, because I don't believe hopefully the evidentiary hearing will be necessary. And if possible, I'd like to go one by one if that's okay with you.

THE COURT: That's fine. Just, see how far we get through, because I do have the written motions as well,

so I'll let you go one by one.

MR. OBOKUDOM: Okay. So, I just want to start off with the motion to determine sufficiency, and that is -- the contents for that is in tab one. And the first page is the notice of deemed admissions. Since these facts of the case are no longer in dispute, due to the Defendants' default on the request for admission, I will use my opening statements to cover all the motions thoroughly in order to streamline the hearing.

However, first, I would like to tell a story to provide context and highlight the irreparable harm that my daughter and I have experienced and continue to experience. All three of us have one thing in common that is a fact. We have applied to law school. Your Honor, we all know the wait of the law school application process. For most, it is merely stressful, for me because of the Defendants' actions, it has become impossible -- an impossible barrier to obtaining justice for my daughter.

An administrative issue that could have been fixed in less than five minutes by USC is an unnecessary stress that no aspiring lawyer should have to deal with. I notified them about my transcript in November of 2025, and the problem is still not resolved. While preparing for the LSAT and eventually sitting for the LSAT, I had

an immense cloud over my head, an administrative issue regarding my transcripts for USC, a pending federal product liability lawsuit involving my daughter, and a federal district court order saying that I cannot represent my daughter's interest in her product liability case unless I am an attorney.

Therefore, every day the University suppresses my transcript is a day they are actively blocking a minor's access to the justice system. This is the definition of irreparable harm. Your Honor, the Defendant's misrepresentation of the truth by saying that I was not registered, enrolled, and an attending student, when I possess a student ID. They accepted $961 from me from a student housing bill, and they issued tuition invoices, would almost be comical if their lies weren't so damaging.

The student ID is on page one of the Exhibit A. The receipt for the housing bill is on page 49 of Exhibit F. And the tuition invoices are on page 95 of Exhibit K. The Defendant knows their misrepresentations are lies, and this is why they sent me unverified and unsworn requests for admissions, unverified and unsworn first interrogatory response initially, and a second set of unverified unsworn interrogatory responses initial.

Additionally, this is why they waited until 72 hours

before this hearing to attempt to cure their interrogatory response deficiencies at the last minute, despite my notice to them, but they were unverified and unsworn on April 7th, 2026.

The attempt to cure these deficiencies by sending verifications for the first and second interrogatories on April 30th, 2026, are still invalid, since a corporate representative has not signed them. As you can see on page 18 of Exhibit C, the unverified and unsworn request for admissions on page 29 and 33 of Exhibit D are the unverified and unsworn responses for the first and second set of interrogatories. They couldn't sign the request for admissions under oath because these facts, the ID, the bills, the attendance are undeniable.

Consequently, by operation of Rule 36, these matters are now conclusively established as a matter of law. They are hiding behind their lawyer's signature because no university employee is willing to risk perjury.

Furthermore, because counsel signatures unaccompanied by a sworn affidavit or a statement under penalty of perjury it is a legal nullity that fails to satisfy the mandatory requirements of South Carolina Rules of Civil Procedure. On the first page, which I mentioned to you on tab one, you will see the Plaintiff's summary notice of deemed admissions.

64

If you look at Roman numeral one, the mandatory operation of Rule 36(a). Rule 36(a) is self-executing and non-discretionary. It states the matter is admitted unless within 30 days after service of the request, the parties of whom the request is directed serves upon the party requesting the admission of a written answer or objection addressed to the matter, signed by the party or by his attorney.

Furthermore, South Carolina law requires that discovery responses involving factual assertions by verified under oath -- they must be verified under oath by the party, not the counsel. An unverified response is legally insufficient to prevent the operation of Rule 36.

Attorneys are advocates, not witnesses. Under Rule 36(a) when a party denies a request for admission or explains why they can neither admit nor deny it, they are making a factual representation. If an attorney signs a denial, it is essentially a legal nullity, unless the party provides a verification page stating, "I have read these responses and they are true to the best of my knowledge."

Your Honor, South Carolina courts have long held that an attorney cannot verify facts on behalf of a client who has personal knowledge of those facts. By failing to provide a party verification, the Defendant

has essentially remained silent in the face of these requests.

Under Rule 36 silence is an admission. If no legal response is served within 30 day -- within the 30 day window, the rules say the matter is automatically admitted. Rule 36 requires a party to stand behind their denials under oath. By failing to provide a party verification, the Defendant has failed to respond and these matters are admitted as a matter of law.

Your Honor, Rule 36 is not a suggestion, it is a self executing mandate. Because the University chose to provide unverified responsive they did not serve an answer as defined by South Carolina law. By operation of law, these facts are already admitted. We are not here to argue if they happened. We are here to address the consequences of facts that are now conclusively established.

Your Honor, the Defendant's conduct in the last 72 hours is a perfect case study in bad faith. On April 30th, they filed verifications for the interrogatories. They provided access to the Bursar, they have access to the Bursar and the Greater Star and they've proved they know how to have documents sworn and subscribed before a notary. Yet, despite being under notice for months, they specifically chose not to verify the responses to the

request for admission. They are essentially telling the Court they will comply with the rules only when it suits their tactical interests. This is not inadvertent. It is a calculated decision to avoid certifying their no record claim under oath.

Because they have demonstrated their ability to comply and chose not to, they have waived any claim to equitable relief or a do over. The request for admissions are now being admitted as a matter of law.

THE COURT: Are you good through the rest of your motions?

MR. OBOKUDOM: Okay.

THE COURT: Then you got about 10 minutes left.

MR. OBOKUDOM: Okay.

THE COURT: And whatever we don't get to, I'll rely on what you provided to me.

MR. OBOKUDOM: Okay.

THE COURT: So, I'll let you keep going.

MR. OBOKUDOM: All right, so the next matter is the preliminary injunction request. So, I'll highlight the most important sections. If you go to tab two towards the end, there is an email that the university representative sent me. And the date, top right corner, is January 22nd, 2026. If you see the green highlights, it states that once the form is completed, you will be

re-enrolled, as you see there, and your courses and withdrawn with grades of W effective January 28th, 2025.

And the other green highlight, once you have been re-enrolled before a transcript will be issued, you will bill -- your bill of approximately $12,000 must be paid in full. At that time an official transcript request can be made and will be processed. As I'm sure you've already seen via the memorandum that counsel provided you, initially their response to my answer for my complaint was that they could not confirm my attendance. Once this misrepresentation of my profile as a student was exposed because of my ID's, as well as other exhibits that I provided them, now they have shifted their argument to essentially state that I did not complete the process of enrolling. That is their only defense, but once again, they've been exposed. How can I re-enroll if I was never enrolled? And once again, they're stating that I have no record and they're reporting this to third parties, which is defamation. And by doing so it's preventing me from obviously matriculating onto law school.

This proves two things, one, that I was an enrolled student. Two, they can generate an official transcript, but they're trying to force me to essentially pay $12,000 before they will officially generate one. So, based off

the deemed admissions it is essentially 100 percent that I will win on the likelihood I'll have success on preliminary injunction. Even without that this is evidence that I was an enrolled student. I attended and I registered. So, at this point, the disputes regarding the facts of the case are no longer necessary for us to argue about them. The only thing that is necessary is the damages, which I will talk about later. But just to cover the preliminary injunction, which obviously I need so therefore I can matriculate on to the law school, the -- I quickly mentioned that there's essentially three things that are required.

Obviously, I've already mentioned that there is irreparable harm being done to me in my professional career. And as you've seen within these exhibits I have deadlines, which one is approaching June 15th of 2026. The ABA requires that all official transcripts be submitted. And in addition to the irreparable harm that's being done to me, I am wasting time via filing motions, as well as essentially focusing my time on this case in general as opposed to focusing on the federal lawsuit, the product liability lawsuit that I have with my daughter. So, that's another form of irreparable harm that is being done.

And as you can see in the exhibit that I provided

for the derivative harm, in regards to the symptoms that my daughter had for in regards to the incident that I filed, she developed a transient ischemic attack, which is stroke like symptoms within 24 hours. This is a serious matter that I'd like to essentially delve all my focus towards.

So, once again, irreparable harm in there. Likelihood of success on the merits. This is no longer really a Defendants' own admissions, the failure to provide verified response to my request for admissions by operation of law are now deemed as facts. I have demonstrated that the University internally possesses the records they claim do not exist and their own registrar has confirmed the mechanism to generate my official transcript, like I just showed you.

Third, inadequate remedy at law. Money damages are insufficient. A verdict months or years from now cannot undo the damage to my law school applications or restore my status as an active student. Only an immediate injunction compelling the University to correct these records and cease the dissemination of false information prevent further irreparable harm.

So, Your Honor, the facts are status, the procedural default are clear, and the harm is ongoing. I respectfully request that the Court grant the injunction

relief.

So, the next matter is a motion to compel. And I will highlight a few things since we're on time. If you essentially go to tab three towards the back, there are forms of discovery deficiency notices. And essentially on April 2nd, and on April 7th, I sent the opposing counsel notices to let them know that their responses were not verified. I mean, they were unsworn. And today is May 4th, and essentially almost a month has passed, and 72 hours before this hearing they provided me with an attempt to cure the deficiencies for the interrogatories. But it still does not meet -- it still is invalid because they don't have a corporate representative signing for the interrogatories, one it's from the registrar, and the other is from Bursar. But the department that can confirm my attendance, my registration, and my enrollment, the IT department as well as anyone who oversees the blackboard information, they did not sign that document. And essentially what I'd like to do is compel the University to have a corporate representative sign the interrogatories so they can actually be valid and we can get at the truth, because they're hiding behind departments. They can submit more verification via other departments, but that won't get at the truth unless there's one representative

who can sign for the entire university.

THE COURT: All right. And you want to amend your summons and complaint? Your next motion?

MR. OBOKUDOM: Yes, if you don't mind. I wanted to also ask if I could have the University also submit Blackboard information that possesses my attendance, essentially that I can confirm that I attended. And that would allow me to prove to the court that there was gross negligence and reckless disregard for my situation, because they have been sitting on my official transcript and falsely telling other third parties that I was never a student and I was never enrolled there. And I need that information via the motion to compel being granted, so therefore, I can prove why the damages that I seek are appropriate.

So the next matter, I believe (inaudible) to amend and supplement. And it kind of follows exactly the last statement that I mentioned. The simple fact is that things have escalated since November 2025. I didn't want to file a lawsuit and I waited until February to file a lawsuit after my LSAT was completed. And I can't force obviously the University to essentially give an accurate representation of my academic history to third parties, and that is defamation per se.

And so I amended my complaint because things have

been escalating. And in addition to that, I have various emails that prove that the University was aware of the fact that their actions were harming, not only me, but harming my daughter.

I've just mentioned three of the nine counts. One I mentioned earlier was gross negligence and reckless disregard. Since the admissions are admitted, one of the questions referred to the Defendant only to duty to care to maintain an accurate academic and financial record by failing to reconcile the record after accepting payment and intentionally certifying the record to the third parties, despite internal knowledge of the attendance for requests for admissions number six, the Defendant has demonstrated willful and wanton disregard the Plaintiff's professional standing and legal rights, for defamation seven per se, and the Defendant provided no record status to law school admissions counsel, number seven, while internally possessing evidence of enrollment. This establishes actual malice by law and is clear defamation.

The last one, intentional infliction of emotional distress and (inaudible) written acknowledgement that the Plaintiff "registered and attended" contrast it with the University's subsequent no record certifies to third parties establishes the intentional and outrageous nature of the conduct. This is intentional infliction of

emotional distress. And as I alluded to earlier, the email essentially with the registrar stating that I must re-enroll is -- it's clear that the no record claim is false. It proves administrative control. They have the records. They just don't want to reverse what they have been doing. It highlights the discrepancy in regards to my enrollment status.

This proves that the data is not lost or nonexistent it's being held hostage by condition -- creation of my record on my agreement to take on additional financial debt the university admits that the record of my attendance exists in their system. Their no record defense is not a factual statement and it's a strategic choice to withhold my history until I submit to their financial demands.

So, that is why I believe that the motion to amend my complaint and supplement my second amended complaint should be granted because it's clear that, unfortunately, their actions are harming me, and I want to make sure I address everything that is heard. Initially when I filed things have changed, and because they're literally sitting on my files it would -- I should have the ability to leave and amend my complaint in order to reflect everything that has transpired.

All right, so the next thing is motion for an order

for an amended schedule and expedited trial.

THE COURT: Well, I'll just handle that. I decide all trial scheduling, and so when this case comes up for the first roster, I'll note that you want it expedited. And then I can look and see what the schedule is.

MR. OBOKUDOM: Okay.

THE COURT: But assuming you want to expedite, then I'll make a note of that.

MR. OBOKUDOM: Gotcha. Cannot just highlight a few things --

THE COURT: Briefly, yes.

MR. OBOKUDOM: -- that are extremely important. Like I mentioned to you earlier, the deadlines. I have deadlines in order for me to be able to matriculate onto -- if you go to page 72, that's a law school. As you can see, and which I'm sure you're probably aware of, May and June is around the time admissions, decisions, and wait lists, decisions are being made in June 15, 2026, the ABA compliance transcript deadline on what we're discussing today is official and it's approaching.

July 1st, 2026, the character and fitness and (inaudible) report, that is the deadline for that (inaudible) and its ongoing defamation. The no record report sent to a law school admissions council is creating a false impression of academic dishonesty and a

lack of (inaudible), which is a disqualifying factor for the character and fitness portion of the bar admission. And because it's misrepresentation -- because of this (inaudible) every school I have applied to and intend to apply to at the University of South Carolina claiming I have no record with the institution is false. In some of the material that I provided you I had received an email from one of the law schools Satan was -- I'm sorry Seattle University School of Law, and they are reviewing -- actively reviewing my application as well as others.

And just to give you an analogy, I guess, if you have two applicants that are almost identical, but one has an issue with having a university send over an official transcript, which candidate are you going to choose? You're going to choose the one that doesn't have any administrative issues, but you may think that where there's smoke, there's fire, right? So, this is -- that's another example of the irreparable harm, and this is why I really need the preliminary injunction to be granted as soon as possible before I miss these deadlines, and before I miss the 2026 law school cycle. So, that's why I wanted to highlight that.

The other thing is, as of right now, the mediation is scheduled for September 1st, 2026. I also would like that to be adjusted because hopefully I'll be in law

school at that time. And most importantly, I need to really focus on the federal lawsuit, the product liability lawsuit that I have along with my daughter, so therefore I can fight for her rights and she can obtain the justice that she deserves.

THE COURT: Okay.

MR. OBOKUDOM: Thank you, sir.

THE COURT: All right. Thank you. Any brief response from the University?

MR. BILTOFT: Very brief. I'll primarily lean on my brief, which was kind of combined for all of it, but I'll go in the order he just did. Basically what this case boils down to is not paying tuition and then being completely distraught that no transcript resulted. The coercion he mentioned with the $12,000, that's tuition. He didn't pay (inaudible) transcript. There's no perfection or completion of the enrollment process.

For the request for admission, he read the language of Rule 36 out loud himself they need to be signed by the party or the attorney. They have my signature on them. I'm the attorney for the party. They don't need to be verified. He talked about verification for the interrogatories, that's by rule, yeah, we're supposed to most people don't and we supplemented with them later and that's what he got. So, those are verified.

The requests for admission don't have to be verified, they just need my signature. They have my signature. They were timely. He doesn't allege they weren't timely. There's no admission aside from any admission that was not expressly written -- like, written such in those responses.

As for the injunctive relief, I believe this court had a motion very early on to expedite consideration based on emergency. That was denied. He took a mandamus and injunctive relief case to the court of appeals. His motion for -- I mean, his petition for emergency mandamus and injunctive relief was denied. They agreed with me that there was, based on the factors of no irreparable harm, no likelihood of success. For the irreparable harm -- excuse me, this is just not the case and you can apply all the time; there's cycles and cycles of law school applications. To likelihood of success -- oh, yeah, the irreparable harm to with the daughter litigation, there's just a swath of pro se federal cases coming from him on behalf of his daughter against all sorts of different companies that he just doesn't have standing to assert the daughter's litigation. He hasn't shown any reason why he couldn't get her independent counsel, and now attempting to exercise some right he has to jump into law school, which takes three years, not counting application

lag, not counting Bar, none of that to -- regardless of any statute of limitations, suddenly go into law school. So he's (inaudible) these things that are pending. I just think that's a stretch given what we have here.

And I haven't seen anything based on what I've read from LSAC I don't see any reason, I haven't shown any reason why he can't just go to LSAC and say, hey, I don't have a transcript from here you can (inaudible). We don't dispute that he maybe went to class. I mean, I think he did go to class, that he was registered for courses. It's just once that deadline hit a couple of weeks into school, didn't pay his tuition, no transcript. I don't know if he wants us to generate a transcript or send some other clarification. I don't know what relief he actually wants from us, but him calling the tuition coercion as a barrier to his transcript, it's just he didn't pay tuition. There is no transcript. We told LSAC he didn't have a transcript. That's all it says.

As for, I guess, the interrogatories and I'll primarily rely on my brief but anything about him seeking anything he's ever turned in on Blackboard, anywhere his CarolinaCard has ever been punched in at, or anything like that, and his second one was about like food waste that everywhere he's bought food like from Strom or from anywhere else, that is just like we don't dispute that he

had a CarolinaCard, that he had access to these amenities, that he lived on campus, it's just he didn't pay tuition by the deadline, there was no transcript. We told LSAC there's no transcript. I don't see why he can't just tell them hey, here's what happened, I don't have a transcript from here, I only have to give you transcripts from places I have from transcripts from, tick them off and then get rolling, that's it.

As for the motion to amend the complaint, I know that's freely given. I'm going to argue it's -- this stuff in it is prejudicial, and based on where we're at with this and what's been exchanged so far, and futile as the language for these are, I know they're freely given, but we just want to say that the things asserted that are based on these requests for admission, these just aren't admitted automatically, and just request that that be denied as well. Otherwise, everything else, I'll rely on my combined brief.

THE COURT: All right, thank you. Let me take this matter under advisement.

MR. OBOKUDOM: I have a rebuttal.

THE COURT: Very briefly.

MR. OBOKUDOM: Okay. If you turn to page 74, you will see that the Law School Admission Council it states transcripts must be sent from institutions even if

withdrawal, incomplete, etcetera are the only grades listed. And I'm going to just read the definition to you in regards to the federal definition of enrollment. The University is conflating a billing issue with enrollment status, and the federal standards enrollment is defined by academic participation, submitting work, interacting with professors, and engaging with course materials. The University's internal billing policies cannot retroactively erase the fact that I was an active student. A student does not need to be debt-free to be accurately classified as one who registered for, enrolled in, and attended classes. The U.S. Department of Education's Federal Student Dean Hamlett makes this distinction clear. My academic participation is a matter of record, regardless of my account balance. And the emails I mentioned earlier elude to that, that the fact that they have my official transcripts. Them reporting to third parties that I have no record is a complete lie.

And then in regards to the Rule 36, 33 verification requirements, attorneys cannot verify facts based on personal knowledge they do not possess. If lawyers could verify everything, parties would never have to provide sworn testimony, rendering discovery useless. Your Honor, opposing counsel's signature is (inaudible) and it substitutes for the Rules of Civil Procedure. Rule 36

and Rule 33 are clear, discovery responses must be signed and verified by the party, not the attorney.

Furthermore, counsel's signature is not even accompanied by a sworn affidavit or statement under penalty of perjury. A lawyer's signature unsworn and lacking the personal knowledge of a corporate representative is a legal nullity. It does not certify the truth of the responses. It does not hold the University accountable for their no records claims, and it is a blatant attempt to bypass perjury requirements that rules are designed to enforce.

The mandamus ruling, the Court of Appeals denied my mandamus because it believed there was a still available remedy in this court, which is exactly what I am pursuing today.

The other things that you mentioned I won't mention because it's like we're here in the hearing. The Defendant argues that my daughter's legal situation has no bearing on my duty alleging owed by the Defendant or any right that the Plaintiff has standing to assert. The following reasons demonstrate why the Defendant's statement is not only false, but demonstrates more evidence of malice, defamation, gross negligence, and reckless disregard and intentional infliction of emotional distress.

By the Defendant misrepresenting my academic history per the Law School Admissions Counsel rules and the ABA compliant rules, I will not be able to matriculate onto law school. The Defendant's misrepresentation has caused me to lose months of time that I have been forced to spend on this litigation; time that I should have had dedicating to my daughter's federal case, my law school applications, and my professional development.

The Defendants are intending to predict the future by claiming I would not be able to represent her in the current federal litigation because of the time it would take for me to become an attorney. The Defendant also incorrectly assumed that I will not be filing future lawsuits to protect my daughter of rights. The Defendant's misrepresentation may cause me to lose one full application cycle for law school, which could be one less year I have to protect my daughter's rights in a product liability lawsuit as a physician attorney.

Yeah, this is -- that is essentially (inaudible).

THE COURT: All right, well let me take this all under advisement, review everything, get something to you all shortly. When I've made my decision it'll be placed on the public index, and also sent in the mail to your last known address.

MR. OBOKUDOM: Okay.

83

THE COURT: Thank you.

MR. OBOKUDOM: May I have an idea, just because of all of the --

THE COURT: Since it's expedited and you're needing it sooner rather than later, I'll get it by the end of the week.

MR. OBOKUDOM: Okay.

THE COURT: Yes, sir.

MR. OBOKUDOM: Thank you.

THE COURT: All right, thank you.

(THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Richland

I, JESSICA ANTONUCCI, a certified transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the hearing of the captioned case, relative to appeal, in South Carolina Common Pleas Court, Richland County, South Carolina, on the 4th day of May, 2026.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

Jessica Antonucci

Jessica N. Antonucci

Transcriber

May 20, 2026

85

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May 22 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

Ubong Christopher Ubokudom, *Appellant,*

v.

University of South Carolina, *Respondent.*

Appeal From Richland County Court of Common Pleas Case No.: 2026-CP-40-00645

Appellate Case No.: 2026-000348

PROOF OF SERVICE

I, **Ubong Christopher Ubokudom**, acting *Pro Se*, do hereby certify that on this day, **May 22, 2026**, I have served the following documents upon Respondent's counsel of record, **Jacob Biltoft**, via electronic mail and/or hand-delivery:

1. **Appellant's Reply to Respondent's Return to Petition for Supersedeas and Emergency Stay**
2. **Supporting Exhibits 1-10**
3. **Exhibit 10: Written transcript from the May 4, 2026 Hearing**
4. **Index for Appellant's Reply to Respondent's Return to Petition for Supersedeas and Emergency Stay**

Note on Limited Service: Pursuant to the interests of judicial economy and as the Respondent is already in possession of supporting exhibits this service specifically excludes redundant copies of such existing records, unless specifically incorporated as new evidence within the context of the Emergency Petition. **Service was directed to:** Jacob Biltoft, Esq. 3700 Forest Dr. Columbia, SC 29204 Email: jbiltoft@mckayfirm.com

Respectfully,



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Dated: May 22, 2026