

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
Rumsey Construction &)
Renovation, LLC,)
)
Plaintiff,)
)
vs.)
)
Debra M. Sansbury,)
)
Defendant.)
)
vs.)
Property Loss Management LLC)
and Jinene Curry,)
)
Third Party)
Defendants.)
)
_____)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No. 2022-CP-32-01483

**ORDER AWARDING DAMAGES
IN THIRD PARTY ACTION**

RECEIVED
AUG 25 2025
SC Court of Appeals

This matter came before the Court for a damages hearing on May 16, 2024. Present at the hearing was Defendant’s counsel, Palmer Freeman, Esq. and Spencer Andrew Syrett, Esq. and Defendant Debra Sansbury (“Defendant”). Palmer Freeman, counsel for Defendant, advised the Court that he notified the Third Party Defendants of the hearing by letter dated April 18, 2024. No one appeared on their behalf.

FACTUAL AND PROCEDURAL BACKGROUND

Debra Sansbury’s home flooded when a water pipe burst. She filed a claim with her homeowner’s insurer, Kemper. During the course of the repair process, Defendant fell ill. Defendant therefore hired a public adjuster Jinene Curry (“Curry”) to assist her with completing repairs and collecting from Kemper. Curry operated her business as Property Loss Management LLC.

Public adjusters are governed by § 38-48-10, SC Code of Laws. Pursuant to § 38-48-10, adjusters must be licensed by the Insurance Commission and act as agents for the insured. In this

case, Curry applied for and held such a license. Adjusters are further required to “be honest and fair in all communications with the insured and with the insurer or its representatives” § 38-48-70(a), SC Code. Adjusters are also required to have a written contract and to maintain records on each claim for three years.

Here, Curry wrote Kemper informing them that the Defendant had employed her. After that, all insurance checks from Kemper were sent to Curry and Property Loss Management as a co-payee. Two checks are important to this case. In September 2021, Kemper issued a check for \$10,000 payable jointly to Debra Sansbury, Property Loss Management and Rumsey Construction. In November 2021, Kemper issued a check for \$41,550.30, payable jointly to Debra Sansbury, Property Loss Management, and Rumsey Construction. Curry endorsed both of these checks for all three payees and deposited them via mobile deposit to her personal Navy Federal Credit Union account, not the First Community business bank account she used for Property Loss Management business checks. She did not ask for, nor receive, permission from Rumsey Construction before she did this, but forged their signatures.

Curry did not contact nor pay Rumsey, though she did send a check from her Property Loss Management account to Sansbury. Shortly after depositing the Rumsey checks, Curry quit acting on Sansbury’s claim. She did not respond to emails, answer calls or provide information about the status of the work on Sansbury’s house or claims still outstanding with Kemper.

Rumsey sued Sansbury for nonpayment. Sansbury then filed a Third Party Complaint against Property Loss Management and Curry after she failed to show up for a deposition.

Property Loss Management and Curry did not respond to the Third Party Complaint and a default judgment was entered. As noted, after due notice to the defaulting defendants, a hearing to determine damages was conducted May 16, 2024.¹

At the hearing Sansbury testified about how she grew ill and was unable to coordinate the needed repairs and insurance claims while she was repairing her house after the water pipe burst. At that point she hired Jinene Curry to manage the process. She testified that she believes she signed a contract with Curry and Property Loss Management via DocuSign.

Sansbury testified she never had paper copies of documents relating to her home repair after Curry got involved. When she attempted to get copies of checks, invoices and her contract with Property Loss Management and Curry, the online document depository Property Loss Management had created online, it had been taken down and she had no idea where they were. Her lawyers also could not get them. Their subpoena and many calls and emails to Curry and Property Loss Management were not answered.

DAMAGES

Sansbury paid Curry and Property Loss Management fees of \$23,405.92.

She also testified that Curry and Property Loss Management's failure to look out for her interests resulted in spoilage of many items of her personal property that were in storage.

Sansbury said her insurance initially paid actual value for furniture and appliances but was to pay her the much higher replacement value her loss claim was finalized. Because Curry and

¹ During the hearing, Plaintiff moved for damages and provided supporting testimony to establish evidence for such damages. Although the 3rd party complaint does not expressly seek punitive damages, the Court finds the testimony from the hearing establishes damages suffered and recovery sought and *sua sponte* amends the pleading pursuant to Rule 15, SCRCP.

Property Loss Management stopped working her case and scrubbed its files, she has been unable to collect the difference.

Sansbury testified to other losses approximating \$250,000. The Court does not doubt she suffered considerable anguish and loss because of the Third Party Defendant's actions, but the Court does not have a way to value these losses as to the Third Party Defendant.

Sansbury also seeks punitive damages from both Third Party Defendants. The South Carolina Supreme Court has held:

[A] punitive damages award is simply measured against (1) the degree of the defendant's reprehensibility or culpability; (2) the relationship between the penalty and the harm to the victim caused by the defendant's actions; and (3) the sanctions imposed in other cases for comparable misconduct." *Gov't Emps. Ins. Co. v. Poole*, 424 S.C. 1, 8, 817 S.E.2d 283, 287 (S.C. 2018).

The Court finds the Third Party Defendant's disappearance in the middle of negotiations to be reprehensible. § 38-48-70, SC Code of Laws, establishes that Public Adjusters are agents of their clients and requires them to be "fair and honest in all communications." The licensing requirements also require the Public Adjuster to have a written contract with her client and to keep records for three (3) years.

Curry deleted all records relating to Sansbury's claim, including the engagement agreement and refused to communicate with Sansbury or her attorney after she was sued. She ignored a subpoena for her deposition and did not show up. She forged Rumsey's signature onto checks made payable to Rumsey. The Court finds that these actions are in direct violation of the requirements set forth in § 38-48-70 to act in a fair and honest manner.

Curry was acting as a fiduciary for Sansbury and all insurance checks relating to Sansbury's claim came to Curry. All of this was at a time Sansbury was under a disability. She

did considerable harm and by denying Sansbury access to records made it virtually impossible for someone else to figure out what had happened and what needed to happen.

In this case, given the outrageous character of the Third Party Defendant's conduct, an award equal five (5) times actual damages or \$117,029.60 is appropriate.

IT IS THEREFORE ORDERED that Defendant Debra Sansbury is awarded judgment of \$163,841.44 against Third Party Defendants Jinene Curry and Property Loss Management LLC, of which \$23,405.92 is actual damage and \$140,435.52 is punitive damages.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: Rumsey Construction & Renovation Llc VS Debra M Sansbury ,
defendant, et al
Case Number: 2022CP3201483
Type: Order/Damages

It Is So Ordered

s/ Walton J. McLeod

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