

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
)
)
The State,)
)
v.)
)
Rosmore Wayne Vilardi,)
)
DEFENDANT)
_____)

IN THE COURT OF GENERAL SESSIONS

FOR THE TENTH JUDICIAL CIRCUIT

INDICTMENT NUMBERS:2024-GS-04-0221 thru 0224

**MOTION IN LIMINE TO EXCLUDE
ANY MENTION OF THE CIVIL CASE
2016-CP-04-01200**

The State moves for an order to prevent the Defendant and his attorney from making reference to the prior civil case between Rosmore and Amy Vilardi and the Anderson County Sheriff's Office during the trial of this case. The State will ask for the exclusion of any reference to any items involving any part of the civil case including, but not limited to: any inquiry by counsel and/or any reference by counsel during summation, argument, opening statement, closing argument, any objections, witness examination, and any actions in front of the jury which allege any specific action or settlement of such action.

The State would request an in-camera review by the Court before any such evidence may be deemed relevant or admissible in this case under the grounds stated in this Motion.

Statement of Facts

On November 2, 2015, following the discovery of the victim's bodies in the double-wide mobile home located at 2217 Refuge Road in Pendleton, South Carolina, the Anderson County Sheriff's Office executed a search warrant at the same property in order to collect evidence relating to the four homicides. Included in the evidence collected from the scene was cash,

collectibles and vehicles.

Following the collection of this evidence, a dispute arose between the Anderson County Sheriff's Office and Rosmore and Amy Vilardi as to the rightful owner of the money. The Defendant's attorney filed a complaint in the Anderson County Court of Common Pleas on May 25, 2016, and years of litigation followed, with the parties ultimately reaching a settlement agreement on December 23, 2021. The agreement stated that each party would be responsible for their own attorney's fees and other costs, and that neither party was admitting liability to any allegations as a result of the settlement.

Law

South Carolina Rule of Evidence 408 provides in part: "Evidence of . . . (2) accepting or offering or promising to accept, a valuable consideration in compromising or attempting to compromise a claim which was disputed as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount." This language is understood to mean that the rule excludes evidence when the purported purpose of the settlement being introduced is proving the validity or invalidity of a claim or amount. *Hunter v. Hyder*, 236 S.C. 378, 387, 114 S.E.2d 493, 497-98 (1960). The rule continues by stating, "[t]his rule does not require exclusion when the evidence is offered for another purpose, such as proving bias or prejudice of a witness, negating a contention of undue delay, or proving an effort to obstruct a criminal investigation or prosecution." Rule 408, SCRE. The comment to the rule notes that the rule is identical to the federal rule. *Id.* Pre-2006, the language of the federal rule was in fact identical. An amendment in 2006, however, added additional language adding an exception regarding statements and conduct during negotiations between an entity and a public office utilizing its regulatory, investigative, or

enforcement authority. Fed. R. Evid. 408(a)(2). Otherwise, the rule is the same. As noted in the committee notes regarding the 2006 amendments, the amendments resolved an on-going circuit split regarding whether the rule could apply in criminal cases—the answer being, yes. Thus, since Federal Rule of Evidence 408 was amended in 2006, this rule has been applied in both civil and criminal cases alike. *See* Stephen A. Saltzburg, *Federal Rule of Evidence 408 and Criminal Cases*, *Crim. Just.*, Spring 2011, at 41–44.

In addition, South Carolina Rule of Evidence 403 states that, “[a]lthough relevant, evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence.”

Analysis

The State contends that Rule 408 prevents the Defendant from introducing evidence of the accepted settlement in order to prove that the currency in question properly belonged to him, or to disprove that he stole any amount of money from the victims in this case. In addition, the Defendant has failed to show that he intends to use this settlement evidence for any of the exceptions that the rule provides, such as proving a witness’ bias, negating a contention of undue delay, or proving the obstruction of a criminal investigation. Because the Defendant has no allowable purpose for the admission of evidence relating to the settlement agreement, the evidence should be excluded under Rule 408. If the Court is not inclined to grant this motion based solely on Rule 408, Rule 403 also supports the exclusion of the settlement evidence in conjunction with Rule 408 due to the substantial risk of misleading the jury or confusing the issues, which outweighs any probative value the evidence offers.

In *United States v. Hamdan*, 537 F. Supp. 3d 870 (E.D. La. 2021)¹, in a pre-trial ruling, the district court excluded evidence of a prior settlement agreement between the defendant and a federal agency in a subsequent criminal case based on the potentially misleading effect of the agreement on the jury as a possible admission of guilt. The court in that case noted that the authors of Rule 408 clearly contemplated that, “the potential impact of evidence regarding a settlement agreement with regard to a determination of liability is profound. It does not tax the imagination to envision a juror who retires to deliberate with the notion that if the defendants had done nothing wrong, they would not have paid the money back,” *Id.* at 883-84, (quoting *United States v. Hays*, 872 F.2d 582, 589 (5th Cir. 1989)). The court further noted from a review of the advisory committee notes that Rule 408 should not distinguish between settlement negotiations and completed settlements. *Id.* at 884-85.

Although the district court’s reasoning would be applied in the opposite direction in this case, since the State is the party seeking to exclude the evidence, the logic is nonetheless sufficient to exclude the settlement evidence here. As noted by the Fifth Circuit in *Hays*, it is not difficult to imagine that a juror in this case would be misled by the settlement agreement and would question why law enforcement would give currency previously belonging to a murder victim to the Defendant suspected of the crime. Because of this risk of misleading the jury and confusing the issues, the State would ask that evidence of the settlement agreement be excluded under Rule 403.

The State urges the Court to exclude evidence of the settlement agreement between the Defendant, Rosmore Vilardi, and the Anderson County Sheriff’s Office by relying on Rules 408 and 403. Rule 408 prevents the Defendant from introducing the settlement evidence to demonstrate

¹ The State did not find South Carolina cases with similar factual scenarios to the case at bar and is therefore asking the court to look at cases with similar factual scenarios in other jurisdictions also relying on the Federal Rules of Evidence.

validity or invalidity of their claim, and 403 supplements this by preventing the introduction of evidence whose probative value is substantially outweighed by the risk of misleading the jury or confusing the issues, both of which are present here.

RESPECTFULLY SUBMITTED:

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JULY 13, 2026
COLUMBIA, SOUTH CAROLINA