

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )  
State of South Carolina, )  
Vs. )  
Rosmore Wayne Vilardi )  
Defendant. )

**IN THE COURT OF GENERAL SESSIONS  
FOR THE TENTH JUDICIAL CIRCUIT**

**WARRANT NOS.: 2023A0410101937-940  
INDICTMENT NOS: 2024-GS-04-0221AG,  
-0222AG, -0223AG and -0224AG**

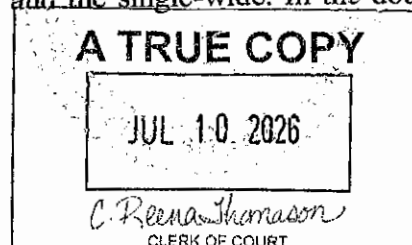
**MOTION TO SUPPRESS FINANCIAL  
STATUS OF DEFENDANT**

COMES NOW the Defendant, by and through his attorney, Shaun C. Kent, and would respectfully request the Court suppress any evidence of financial hardship the State plans to introduce in their case-in-chief.

**STATEMENT OF FACTS**

On November 2, 2015, Terry Michael Scott, Cathy Delores Scott, Barbara Jean Scott, and Violet Juanita Taylor were found dead in their double-wide trailer at 2217 Refuge Road in Pendleton, SC. Amy Vilardi found the bodies, called 911 and deputies from the Anderson County Sheriff's Department responded. The 2217 Refuge Road address has two mobile homes on the property, a double-wide in the front and a single-wide in the back. Cathy and Michael Scott, who owned the property, lived in the double-wide in the front of the property with their mothers, Barbara Jean Scott and Violet Juanita Taylor, while Amy and Rosmore Vilardi and their children lived in the single-wide. Cathy Delores Scott is the Defendant Amy Vilardi's mother and Violet Juanita Taylor is Amy Vilardi's grandmother. Terry Michael Scott is the husband of Cathy Delores Scott and the son of Barbara Jean Scott.

Law Enforcement served search warrants on both trailers shortly after the homicides. They found substantial amounts of cash in both the double-wide and the single-wide. In the double-



wide, there was \$21,462.50 recovered, while \$68,003.00 was seized from the single-wide. The Vilardis claimed ownership of the cash in the single-wide and agreed that the cash in the double-wide was the four individuals who lived there. Because of the way a substantial portion of the money was banded, an alleged link between serial numbers on the bills and the financial situation of the Vilardis, law enforcement believes the money was stolen from the double-wide as a part of the motive for the quadruple homicide.

From the information available to the Defense, it is apparent the Vilardis were considered suspects by the Anderson County Sheriff's Office as early as November 11, 2015 (Exhibit A: Search Warrant). Although the Vilardis were aware they were suspects, they did not attempt to flee the State or Country. In fact, they did the opposite when they sued the Anderson County Sheriff's Office in 2016 to attempt to recover their property seized by the State after the 2015 incident. The lawsuit advanced through several stages of discovery before settling in December 2021 with the Vilardi's receiving nearly all of the money found in the single-wide.

The Vilardis remained suspects until December 2023, when they each were arrested and charged with four counts of Murder for the deaths of Terry Michael Scott, Cathy Delores Scott, Barbara Jean Scott and Violet Juanita Taylor. The arrest warrants were signed on December 14, 2023, and served on Amy and Rosmore Vilardi on December 15, 2023. Shortly thereafter, the Vilardi's secured counsel, which made standard requests for discovery and for a preliminary hearing. On January 23, 2024, Amy and Rosmore Vilardi were indicted on four counts each of Murder.

At the bond hearing held in Circuit Court, the State alleged that Rosmore Vilardi paid off debts with cash on November 2, 2015, prior to the deceased bodies being discovered without having money in the bank account to do so. The State alleged that the dog grooming business, in

which Mr. Vilardi was merely an employee, was not doing well. The State alleges that the money found in the single-wide was money that had belonged to the victim Michael Scott not long prior to the murders for reasons this motion will address.

### **ARGUMENT AGAINST PRIOR BAD ACTS**

“In order to admit evidence of bad acts not resulting in conviction, the trial court must, ‘[a]s a threshold matter, ... determine whether the proffered evidence is relevant.’” See *State v. Scott*, 405 S.C. 489, 497–98, 748 S.E.2d 236, 241 (Ct. App. 2013) (quoting *State v. Clasby*, 365 S.C. 148, 154, 682 S.E.2d 892, 895 (2009)); see also Rule 402, SCRE (“Evidence which is not relevant is not admissible.”). “If the trial judge finds the evidence to be relevant, the judge must then determine whether the bad act evidence [is admissible under the terms] of Rule 404(b).” *Scott*, 405 S.C. at 497–98, 748 S.E.2d at 241 (alteration in original and internal quotation marks omitted). While evidence of prior bad acts generally “is not admissible to prove the character of a person in order to show action in conformity therewith,” a court may admit “such evidence to show motive, identity, the existence of a common scheme or plan, the absence of mistake or accident, or intent.” Rule 404(b), SCRE. Importantly, admissibility of such evidence requires it “logically relate to the crime with which the defendant has been charged,” and that it be clear and convincing. *State v. King*, 424 S.C. 188, 200, 818 S.E.2d 204, 210 (2018) (quoting *State v. Fletcher*, 379 S.C. 17, 23, 664 S.E.2d 480, 483 (2008)).

In the seminal case *State v. Lyle*, the Court explained that the trial court must rigidly scrutinize whether evidence of other distinct crimes falls within one of the exceptions, providing the defendant with the benefit of the doubt, and exclude all such evidence unless its logical relevance is clearly established. 125 S.C. 406, 118 S.E. 803 (1923). The Court explained:

“Whether evidence of other distinct crimes properly falls within any of the recognized exceptions noted is often a difficult matter to determine. The acid test is its logical relevancy to the particular excepted purpose or purposes for which

it is sought to be introduced. If it is logically pertinent in that it reasonably tends to prove a material fact in issue, it is not to be rejected merely because it incidentally proves the defendant guilty of another crime. But the dangerous tendency and misleading probative force of this class of evidence require that its admission should be subjected by the courts to rigid scrutiny. Whether the requisite degree of relevancy exists is a judicial question to be resolved in the light of the consideration that the inevitable tendency of such evidence is to raise a legally spurious presumption of guilt in the minds of the jurors. Hence, if the court does not clearly perceive the connection between the extraneous criminal transaction and the crime charged, that is, its logical relevancy, the accused should be given the benefit of the doubt, and the evidence should be rejected."

Mr. Vilardi contends that this evidence is not relevant to begin with, but specifically it is not logically relevant to the charge of Murder. Logical relevance between the prior criminal conduct and the crime charged must be supported by evidence in the record. The Defense believes that there will be no evidence introduced that suggests Mr. Vilardi stole this money from Mr. Scott. If that were the case, the State would have charged the Defendant with Burglary, Grand Larceny or Receiving Stolen Goods. They did not do that, because the State does not have competent evidence that this money was stolen.

The money found in the single-wide was not stolen from the victims in this case. The money was never claimed to have been stolen by any of the victims in this case. The State's belief at the bond hearing was that money found at the single-wide matched serial numbers of money that the victim Mike Scott posted to his Facebook account shortly before the homicide. This position by the State is tenuous at best and assumes a lot of facts that are not and will not be in evidence. First, it assumes the money in the Facebook picture belonged to any of the victims. Secondly, the state assumes the picture posted from Mr. Scott was contemporaneously taken with his posting to the Facebook account. Metadata from the picture shows that the picture of the money was taken on November 22, 2014, nearly an entire year prior to the homicide.(Exhibit B : Metadata from Picture) The HP Laptop found at the victim's residence was extracted. The extraction

determined that the computer had 197,913 photographs on the computer including two pictures of five separate \$100 bills amongst other pictures of cash. Both photographs were created in 2014. (Exhibit C: Devlin presentation) The money was seized from the single-wide in November 2015.

Thirdly, the evidence suggests that the picture was taken with a digital camera that was not originally owned by Mike Scott. (Exhibit D: Deposition Transcript P. 20-22) Therefore, there is no evidence to support Mike actually taking the picture. Finally, this type of speculation fails to address the entirely real possibility that the Defendants were given money from the victims for any various reasons including but not limited to, performing services, reimbursement, gifts for grandchildren, etc. It is entirely reasonable that one of the four individuals in the double-wide would give money to one of the four individuals that lived in the single-wide. In fact, there was a search on the HP laptop asking how to do that. In discovery, multiple witnesses state that it was common for Mike and Cathy to give Amy money.

The money in question was seized by the Anderson County Sheriff's Office. A lawsuit was filed by the Vilardis claiming ownership of the money. The estates of Mike and Barbara Scott and the Estate of Violet Taylor filed corresponding claims. Litigation commenced with the discovery process advancing to the point of a final hearing. Prior to the hearing, a settlement was reached. A South Carolina Circuit Court Judge approved the settlement in the Court of Common Pleas. (Exhibit E: Settlement Agreement) All parties agreed to the terms of the settlement. The money was distributed according to the terms of the settlement agreement. That lawsuit was settled with the \$65,890 in the Single Wide being distributed as follows:

\$34,890 to the Defendants Rosmore and Amy Vilardi

\$3,000 to David and Roger Taylor PR's of the Estate of Violent Taylor

\$28,000 was divided into four trusts valued at \$7,000 each for children of Amy Vilardi including twins that were born after the incident date.

In short, the Anderson County Sheriff's Office was unable to provide competent evidence that the cash was fraudulently obtained by the Vilardis and therefore was forced to enter a settlement returning all of the recovered cash to the Vilardis.

Clearly, the rules require the evidence of other bad acts to be clear and convincing. *State v. King*, 424 S.C. 188, 200, 818 S.E.2d 204, 210 (2018). In this corresponding civil action, all parties agreed and a Circuit Court judge approved an agreement that failed to prove the alleged theft reached a preponderance of the evidence standard. The money found in the single-wide was returned to the Vilardi's because the Anderson County Sheriff's Department or the Estates of Barbara Scott, Michael Scott or Violet Taylor could not produce enough competent evidence to prove the property was stolen from the double-wide. Because of the laws standard of proof, this further strengthens the claim that the evidence of any sort of financial crime does not reach the clear and convincing standard required to be admitted.

The State must provide more than just a prosecutor's best effort at a motive theory. *Cf. Smith*, 309 S.C. at 446, 424 S.E.2d at 498; *Peake*, 302 S.C. at 381, 396 S.E.2d at 364 (1990); *Coleman*, 301 S.C. at 60, 389 S.E.2d at 660. The trial court was required to subject the State's claim of motive to rigid scrutiny and reject evidence of prior criminal conduct unless the court clearly perceived the connection between the extraneous criminal transaction and the crime charged, after giving the defendant the benefit of the doubt. See *Lyle*, 125 S.C. 406, 118 S.E. at 807.

If the Court does not clearly perceive the connection between the extraneous criminal transaction and the crime charged (its logical relevancy), the defendant should be given the benefit

of the doubt, and the evidence should be rejected. *State v. Davenport*, 321 S.C. 134, 467 S.E.2d 258 (Ct. App. 1996) Here, the State's "storytelling" promise is great for a TV show, but not satisfactory to meet the evidentiary safeguards in place to preserve Mr. Vilardi's right to due process of law. Even if the Court sees that there is a clear connection between the theft and murder, the evidence that will be entered into the record will not reach a clear and convincing standard required to be admitted. One Court with a lower burden of proof with the same evidence and parties involved has already approved a settlement without the conclusion that a theft took place. For all of these reasons, the evidence should be excluded.

### **ARGUMENTS AGAINST RES GESTAE**

Because the introduction of the alleged financial crimes should be excluded under *Lyle*, Mr. Vilardi anticipates the State will try to introduce the evidence using a *res gestae* argument. The *res gestae* theory recognizes evidence of other bad acts may be an integral part of the crime with which the defendant is charged, or may be needed to aid the fact finder in understanding the context in which the crime occurred. *State v. Adams*, supra. This evidence of other crimes is admissible:

when such evidence "furnishes part of the context of the crime" or is necessary to a "full presentation" of the case, or is so intimately connected with and explanatory of the crime \*513 charged against the defendant and is so much a part of the setting of the case and its "environment" that its proof is appropriate in order "to complete the story \*\*583 of the crime on trial by proving its immediate context or the 'res gestae' " or the "uncharged offense is 'so linked together in point of time and circumstances with the crime charged that one cannot be fully shown without proving the other ...' [and is thus] part of the res gestae of the crime charged." And where evidence is admissible to provide this "full presentation" of the offense, "[t]here is no reason to fragmentize the event under inquiry" by suppressing parts of the "res gestae."

Under this doctrine, "evidence of other crimes is admissible where it is intimately connected with pending offense or is necessary to provide complete story or explanation of

pending offense" *State v. Williams*, 321 S.C. 455 (1996). The other evidence must be inextricably intertwined with the crime charged. *State v. Broadus* 361 S.C. 534, (2004). Even if the evidence is relevant under this theory, prior to admission the trial judge should determine whether its probative value clearly outweighs any unfair prejudice. Rule 403, SCRE; *State v. Bolden*, 303 S.C. 41, 398 S.E.2d 494 (1990).

Evidence of prior bad acts may be admissible under the *res gestae* theory when such evidence forms an integral part of the charged crime or is necessary to understand the context in which the crime occurred. To qualify, the prior bad act must be so closely connected in time and circumstance to the charged offense that one cannot be fully explained without the other, thus completing the narrative or "the story of the crime" on trial. However, the temporal proximity of the prior bad act to the charged crime is crucial in determining admissibility.

The facts alleged in the indictment are that Rosmore Vilardi unlawfully killed each of the four victims with malice aforethought. Evidence about the financial health of the Rosmore Vilardi is not inextricably intertwined with the crime of Murder. No one has competently suggested that Mr. Vilardi committed any theft of property that would allow the evidence of alleged theft to be completely necessary to present the full set of facts regarding the crime of Murder.

Further, the *res gestae* argument must still include a 403 analysis as the probative value would be substantially outweighed by the dangers of unfair prejudice, confusion of the issues or misleading the jury. By intentionally delaying this indictment in this case, the State has already allowed rumors to run wild regarding this quadruple homicide. Not only has the delay caused this, but the State's media blitz has only added fuel to the fire. By contracting with a television show, granting the producers full access to the case file and allowing them to air a redacted version of the investigation with the sole purpose to solicit viewers, the State has been misleading possible

jurors for nine years. (Exhibit F: Cold Justice Contract) Now, accepting their argument that the fact the Defendant are allegedly financially destitute is necessary to presenting a full presentation of facts to the crime of murder will only serve to further misleads the jurors. The critical issue for the jury to decide is whether or not Rosmore Vilardi killed the victims, not how much money was found in his home or his financial health.

### CONCLUSION

The Defendant would respectfully request the State proffer the evidence that they plan on submitting before the jury regarding the alleged financial status of the Defendant. Based upon the evidence provided in discovery, Mr. Vilardi believes that the allegations should be suppressed for all of the reasons listed above through Rule 404(b) and *Lyle* in addition to failing to be necessary for a complete presentation of the facts under a *res gestae* theory of the case.

KENT LAW FIRM, LLC

Shaun C. Kent, Bar #68565

19 South Mill Street

Post Office Box 117

Manning, SC 29102

(803) 433-5368

Manning, South Carolina

July 10, 2026

# EXHIBIT A

STATE OF SOUTH CAROLINA

County of Anderson

SEARCH WARRANT

Date: November 11, 2015 @ 2:27 pm. Signed *for*  
*Jan 23, 2016 @ 3:20 pm returned for*  
Officer: Detective Jeremy A. Garrett

Case #: 2015-20728

STATE OF SOUTH CAROLINA )

COUNTY OF ANDERSON )

SEARCH WARRANT

Form Approved by  
SC Attorney General  
Section 19-13-160  
March 15, 1978

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE  
MUNICIPALITY OF ANDERSON:

It is appearing from the attached affidavit that there are reasonable grounds to believe that certain  
property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as  
amended, is located on the following premises:

**DESCRIPTION OF PREMISES (PERSON OR THING TO BE SEARCHED)**

4303 Edgewater Way Anderson, SC 29621 Unit # 221. The storage unit in question is in a crème colored  
building with a metal roof. There is a blue roll up door with the numerals 221 above the door. The  
storage unit is in the name of Rosmore Vilardi and was rented on 10/26/2015. The unit was prepaid for  
two months in cash. The business located at this location is Anderson Mini Warehouse & Boat Storage.  
There is a sign notating this business on the side of Hwy 178 also known as Liberty hwy. The business is  
surrounded by a chain link fence with electronic access gate.

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and  
to seize such property if found:

**DESCRIPTION OF PROPERTY SOUGHT**

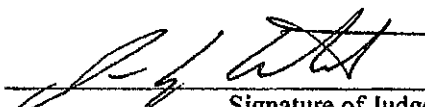
Photographs of the exterior and interior of storage unit. Firearms, ammunition, edged weapons, any  
clothing items or materials containing blood or bodily fluids, footwear, latent prints, paperwork showing  
proof of ownership, paperwork concerning any of the victims, Cathy Scott, Terry Mike Scott, Barbara  
Scott, or Violet Taylor.

This Search Warrant shall not be valid for more than ten days from the date of issuance.

A written inventory of all property seized pursuant to this Search Warrant shall be made to the issuing judicial  
officer within ten days from the date of this warrant, such inventory to be signed by the officer executing this  
warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand  
for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of  
such search if practicable, and, if not, to such person as soon thereafter as is practicable; in the event the identity  
of the person in charge is not known or if such person cannot be found after reasonable diligence in attempting  
to locate the person, a copy shall be attached to a prominent place on such premises.

Anderson, South Carolina

  
Signature of Judge

Dated: 11/11/15

SCCA 513

(3-1978)

STATE OF SOUTH CAROLINA

COUNTY OF ANDERSON

AFFIDAVIT

Personally appeared before me, one **Detective Jeremy Garrett**, who being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of S.C. Code Ann. § 17-13-140, as amended, is located on the following premises in this County:

**DESCRIPTION OF PREMISES (PERSON OR THING TO BE SEARCHED)**

4303 Edgewater Way Anderson, SC 29621 Unit # 221. The storage unit in question is in a crème colored building with a metal roof. There is a blue roll up door with the numerals 221 above the door. The storage unit is in the name of Rosmore Vilardi and was rented on 10/26/2015. The unit was prepaid for two months in cash. The business located at this location is Anderson Mini Warehouse & Boat Storage. There is a sign notating this business on the side of Hwy 178 also known as Liberty hwy. The business is surrounded by a chain link fence with electronic access gate.

**DESCRIPTION OF PROPERTY SOUGHT**

Photographs of the exterior and interior of storage unit. Firearms, ammunition, edged weapons, any clothing items or materials containing blood or bodily fluids, footwear, latent prints, paperwork showing proof of ownership, paperwork concerning any of the victims, Cathy Scott, Terry Mike Scott, Barbara Scott, or Violet Taylor.

**REASON FOR AFFIANT'S BELIEF THAT THE  
PROPERTY SOUGHT IS ON THE SUBJECT PREMISES**

The Anderson County Sheriff's Office has been investigating a quadruple homicide that occurred at 2217 Refuge Rd in Pendleton. The investigation has revealed circumstances indicating that Rosmore Vilardi and Amy Vilardi played a role in the homicide. Due to the fact that this storage unit was rented during the week leading up to the incident, and it is close enough that some of the items used in the homicide could have been potentially been stored there it is the affiant's belief that by searching this unit evidence could potentially be revealed.

Sworn to and Subscribed before me *this*  
*11<sup>th</sup>* Day  
of *November*, 2015

*[Signature]*  
Signature of Judge

)  
)

)

)

)

*[Signature]*

Affiant: Detective Jeremy Garrett

Address

305 Camson Rd

Anderson SC 29621

Phone

(864) 332-5454

## RETURN

I received the attached Search Warrant \_\_\_\_\_, and have executed it as follows:

On 11-11-13, at 3:00 o'clock PM, I searched (the person) described in the warrant and (the premises)

I left a copy of the warrant with Storage Unit 221

Name of person searched or "at the place of search" with.

Together with a receipt for the items seized.

The following is an inventory of property taken pursuant to the warrant:

- Photographs
- 2015 Tax Returns and bills in the names of Rosmore and Amy Vilardi
- Business records for Rosmore Vilardi

This inventory was made in the presence of Garrett

And Culbertson

I swear that the inventory is a true and detailed account of all the property taken by me on the warrant.

Sworn to and Subscribed before me  
this 23rd day of June, 2016

[Signature]  
Signature of Judge

[Signature]  
(Signature of Officer Executing Warrant)

# TENANT INFORMATION

|                                                                         |                                       |                     |
|-------------------------------------------------------------------------|---------------------------------------|---------------------|
| Personal Use <input type="checkbox"/>                                   | Business Use <input type="checkbox"/> | Unit No. <u>221</u> |
| Name: <u>Vilardi, Ross</u> <u>Wayne</u>                                 |                                       |                     |
| Address: <u>2217 Refugio Rd.</u> <u>Beaufort</u> <u>SC</u> <u>29670</u> |                                       |                     |
| Telephone: (home) _____ (business) _____                                |                                       |                     |
| Type of Residence: _____                                                | Type of Business: _____               |                     |
| How did you choose us? _____                                            |                                       |                     |
| How far away is your residence or business? _____                       |                                       |                     |
| OTHER AUTHORIZED USERS:                                                 |                                       |                     |
| #1 _____                                                                |                                       |                     |
| #2 _____                                                                |                                       |                     |
| OTHER NAMES & ADDRESSES: (3rd Party Billing & Emergency Contact)        |                                       |                     |
| Name _____ Telephone No. _____                                          |                                       |                     |
| Address: _____                                                          |                                       |                     |
| Name: _____ Telephone No. _____                                         |                                       |                     |
| Address: _____                                                          |                                       |                     |

## AGREEMENT

This Agreement is made and entered into in accordance with the South Carolina Self-Service Storage Facility Act, SC Code Ann. §39-20-10 et seq., this 26 Day of October, 15, by and between Anderson Mini-Warehouse & Boat Storage, the Owner, and Ross Vilardi, the Occupant, whose last known address is Same as above. For the consideration provided for in this Agreement, the Owner agrees to let the Occupant use and occupy a space in the self-service storage facility known as Anderson Mini-Warehouse & Boat Storage, located in the County of Anderson, State of South Carolina, and more particularly described as follows: Building # \_\_\_\_\_, Space # 221, Size 10x10. The space is to be occupied and used for the purposes specified in this Agreement and subject to the conditions set forth for a period of Month to Month, beginning on the 26 day of October, 15, and ending on the 26 day of November, 15. If occupant holds over or for any reason fails or refuses to remove his property from the rental space after the term of this Agreement expires, then this Agreement shall be automatically renewed on a month-to-month basis and all provisions of this Agreement shall continue in full force and effect as long as the Occupant continues to use the space. ALL UNPAID RENTS AND EXPENSES WHICH ACCRUE AS A RESULT OF ANY HOLDOVER SHALL BE IN ADDITION TO OWNER'S EXISTING LIEN AS PROVIDED HEREINBELOW.

"Space", as used in this Agreement, means that part of the self-service storage facility as described above. The Occupant agrees to pay the Owner, as payment for the use of the space and improvements on the space, the monthly sum of \$ 58. Monthly installments are payable in advance on or before the 26 of each month, in the amount of \$ 58, and a like amount each month after that, until the termination of this Agreement.

If any monthly installment is not paid by the 26 day of the month due, or if any check given in payment is dishonored, Occupant is considered to be in default. A \$10.00 late fee per space is also due if rent is not received on or before the 6th day of the month due.

Occupant further agrees to pay in advance the sum of \$ 100.00, which must be used as a clean-up and maintenance fund, and is to be used, if required, for the repair of any damage done to the space and to clean up the space at the termination of the Agreement. In the event that the space is left in a good state of repair and in a broomswept condition, then this amount must be refunded to the Occupant. It is agreed to between the parties that the owner may set off any claims it may have against the occupant from this fund. OWNER RESERVES THE RIGHT TO DENY ACCESS TO OCCUPANT UNTIL THE FIRST MONTHLY INSTALLMENT AND CLEAN-UP MAINTENANCE FUND FEE AS SPECIFIED HEREIN IS RECEIVED IN FULL.

The space named in this Agreement is to be used solely by the Occupant and authorized users, and solely for the purpose of storing any personal property belonging to the Occupant. The Occupant agrees not to store any explosives or any highly inflammable goods or any other goods in the space which would cause danger to the spaces, contiguous spaces or facility. The Occupant agrees that the property will not be used for any unlawful purposes and the Occupant agrees not to commit waste, or alter or affix signs on the space and will keep the space in good condition during the term of this Agreement.

UPON DEFAULT BY THE OCCUPANT, THE OWNER HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE FOR RENT, LABOR OR OTHER CHARGES IN RELATION TO THE PERSONAL PROPERTY, AND FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION, PURSUANT TO THIS AGREEMENT. PERSONAL PROPERTY STORED IN OCCUPANT'S SPACE WILL BE SOLD OR OTHERWISE DISPOSED OF IF NO PAYMENT HAS BEEN RECEIVED FOR A CONTINUOUS FIFTY (50) DAY PERIOD AFTER DEFAULT. IF ANY MONTHLY INSTALLMENT IS NOT MADE BY THE 26th OF THE MONTH DUE, OR IF ANY CHECK GIVEN IN PAYMENT IS DISHONORED, THE OCCUPANT IS IN DEFAULT FROM DATE PAYMENT WAS DUE. OWNER RESERVES THE RIGHT TO DENY OCCUPANT'S ACCESS TO THE SPACE AND/OR FACILITY UPON OCCURRENCE OR DEFAULT.

For purposes of Owner's lien, "personal property" means movable property not affixed to land and includes but is not limited to goods, merchandise and household items; "last known address" means that address provided by the Occupant in the latest rental agreement or the address provided by the Occupant in a subsequent written notice of a change of address. The Owner's lien attaches as of the date the Occupant is considered in default.

OWNER DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE OCCUPANT'S PERSONAL PROPERTY FROM LOSS BY FIRE OR ANY OTHER TYPE CASUALTY LOSS. IT IS THE OCCUPANT'S RESPONSIBILITY TO PROVIDE SUCH INSURANCE. Initial R.V.

OCCUPANT AGREES TO PAY ALL COSTS, INCLUDING FIFTEEN (15%) PERCENT OF UNPAID BALANCE AS ATTORNEYS' FEES, INCURRED BY OWNER IN COLLECTING ANY SUMS DUE UNDER THIS AGREEMENT.

# EXHIBIT B

# Money Pictures

| Picture                                          |                                            |
|--------------------------------------------------|--------------------------------------------|
| Source Device                                    | BC1152305a.E01/<Not Named>                 |
| Name                                             | 001.JPG                                    |
| Path                                             | /Users/hp/Desktop/SAVED/2014-07-01/001.JPG |
| Size                                             | 2696574 (2.6 MB)                           |
| Dimensions                                       | 3848 x 2736                                |
| ID                                               | 6923                                       |
| Size On Disk                                     | 2696574                                    |
| Extension                                        | JPG                                        |
| Content Extension                                | JPG                                        |
| Date Created                                     | 2014-10-18 20:35:11 (UTC)                  |
| Date Modified                                    | 2013-05-18 03:19:23 (UTC)                  |
| Date Accessed                                    | 2014-10-18 20:35:11 (UTC)                  |
| FileSystemOffset                                 | UTC                                        |
| fsType                                           | NTFS                                       |
| Directory                                        | False                                      |
| Visible                                          | True                                       |
| Locked                                           | False                                      |
| Fork Count                                       | 1                                          |
| Extents                                          | 1                                          |
| Physical Sector                                  | 44039056                                   |
| Logical Sector                                   | 43620456                                   |
| Logical Cluster                                  | 5453682                                    |
| System                                           | False                                      |
| Archive                                          | True                                       |
| Device                                           | False                                      |
| Normal                                           | False                                      |
| Temporary                                        | False                                      |
| Sparse File                                      | False                                      |
| Reparse Point                                    | False                                      |
| Compressed                                       | False                                      |
| Offline                                          | False                                      |
| Content is not being indexed for faster searches | False                                      |
| Encrypted                                        | False                                      |
| MFT Entry Modified Date                          | 2014-10-18 20:35:11                        |
| Parent Sequence Number                           | 2                                          |
| Initialised File Size                            | 2696574                                    |
| Sequence Number                                  | 2                                          |
| Exposure Time                                    | 0.01667 (1/60)                             |
| F Number                                         | 2.8                                        |
| Exposure Program                                 | Normal Program                             |
| ISO Speed Ratings                                | 80                                         |
| Exif Version                                     | 2.21                                       |
| Original Date                                    | 2013-05-17 23:19:23                        |
| Digitized Date                                   | 2013-05-17 23:19:23                        |
| Components Configuration                         | YCbCr                                      |
| Shutter Speed                                    | 6                                          |
| Aperture                                         | 3                                          |
| Exposure Bias                                    | 0                                          |
| Max Aperture                                     | 3                                          |



| Picture                                          |                                            |
|--------------------------------------------------|--------------------------------------------|
| Source Device                                    | BC1152305a.E01/<Not Named>                 |
| Name                                             | 002.JPG                                    |
| Path                                             | /Users/hp/Desktop/SAVED/2014-07-01/002.JPG |
| Size                                             | 2726137 (2.5 MB)                           |
| Dimensions                                       | 3648 x 2736                                |
| ID                                               | 6924                                       |
| Size On Disk                                     | 2726137                                    |
| Extension                                        | JPG                                        |
| Content Extension                                | JPG                                        |
| Date Created                                     | 2014-10-18 20:35:11 (UTC)                  |
| Date Modified                                    | 2013-05-18 03:20:12 (UTC)                  |
| Date Accessed                                    | 2014-10-18 20:35:11 (UTC)                  |
| FileSystemOffset                                 | UTC                                        |
| fsType                                           | NTFS                                       |
| Directory                                        | False                                      |
| Visible                                          | True                                       |
| Locked                                           | False                                      |
| Fork Count                                       | 1                                          |
| Extents                                          | 1                                          |
| Physical Sector                                  | 44033704                                   |
| Logical Sector                                   | 43624104                                   |
| Logical Cluster                                  | 8453018                                    |
| System                                           | False                                      |
| Archive                                          | True                                       |
| Device                                           | False                                      |
| Normal                                           | False                                      |
| Temporary                                        | False                                      |
| Sparse File                                      | False                                      |
| Reparse Point                                    | False                                      |
| Compressed                                       | False                                      |
| Offline                                          | False                                      |
| Content is not being indexed for faster searches | False                                      |
| Encrypted                                        | False                                      |
| MFT Entry Modified Date                          | 2014-10-18 20:35:11                        |
| Parent Sequence Number                           | 2                                          |
| Initialised File Size                            | 2726137                                    |
| Sequence Number                                  | 2                                          |
| Exposure Time                                    | 0.01667 (1/60)                             |
| F Number                                         | 2.8                                        |
| Exposure Program                                 | Normal Program                             |
| ISO Speed Ratings                                | 80                                         |
| Exif Version                                     | 2.21                                       |
| Original Date                                    | 2013-05-17 23:20:12                        |
| Digitized Date                                   | 2013-05-17 23:20:12                        |
| Components Configuration                         | YCbCr                                      |
| Shutter Speed                                    | 6                                          |
| Aperture                                         | 3                                          |
| Exposure Bias                                    | 0                                          |
| Max Aperture                                     | 3                                          |
| Metering Mode                                    | Pattern                                    |
| Light Source                                     | Unknown                                    |



|                                                  |                                                     |
|--------------------------------------------------|-----------------------------------------------------|
| Name                                             | 003.JPG                                             |
| Path                                             | /Users/hp/Desktop/SAVED/2014-07-01/003.JPG          |
| Size                                             | 2666126 (2.5 MB)                                    |
| Dimensions                                       | 3648 x 2736                                         |
| ID                                               | 6925                                                |
| Size On Disk                                     | 2666126                                             |
| Extension                                        | JPG                                                 |
| Content Extension                                | JPG                                                 |
| Date Created                                     | 2014-10-18 20:35:11 (UTC)                           |
| Date Modified                                    | 2013-05-18 03:20:30 (UTC)                           |
| Date Accessed                                    | 2014-10-18 20:35:11 (UTC)                           |
| FileSystemOffset                                 | UTC                                                 |
| fsType                                           | NTFS                                                |
| Directory                                        | False                                               |
| Visible                                          | True                                                |
| Locked                                           | False                                               |
| Fork Count                                       | 1                                                   |
| Extents                                          | 1                                                   |
| Physical Sector                                  | 33994688                                            |
| Logical Sector                                   | 33585088                                            |
| Logical Cluster                                  | 4498136                                             |
| System                                           | False                                               |
| Archive                                          | True                                                |
| Device                                           | False                                               |
| Normal                                           | False                                               |
| Temporary                                        | False                                               |
| Sparse File                                      | False                                               |
| Reparse Point                                    | False                                               |
| Compressed                                       | False                                               |
| Offline                                          | False                                               |
| Content is not being indexed for faster searches | False                                               |
| Encrypted                                        | False                                               |
| MFT Entry Modified Date                          | 2014-10-18 20:35:11                                 |
| Parent Sequence Number                           | 2                                                   |
| Initialised File Size                            | 2666126                                             |
| Sequence Number                                  | 2                                                   |
| Exposure Time                                    | 0.01667 (1/60)                                      |
| F Number                                         | 2.8                                                 |
| Exposure Program                                 | Normal Program                                      |
| ISO Speed Ratings                                | 80                                                  |
| Exif Version                                     | 2.21                                                |
| Original Date                                    | 2013-05-17 23:20:30                                 |
| Digitized Date                                   | 2013-05-17 23:20:30                                 |
| Components Configuration                         | YCbCr                                               |
| Shutter Speed                                    | 6                                                   |
| Aperture                                         | 3                                                   |
| Exposure Bias                                    | 0                                                   |
| Max Aperture                                     | 3                                                   |
| Metering Mode                                    | Pattern                                             |
| Light Source                                     | Unknown                                             |
| Flash                                            | Flash Fired, Auto Mode, Red-eye reduction supported |
| Focal Length                                     | 7.5 mm                                              |



|                                                  |                                                     |
|--------------------------------------------------|-----------------------------------------------------|
| Size                                             | 2671683 (2.5 MB)                                    |
| Dimensions                                       | 3648 x 2736                                         |
| ID                                               | 77343                                               |
| Size On Disk                                     | 2671683                                             |
| Extension                                        | JPG                                                 |
| Content Extension                                | JPG                                                 |
| Date Created                                     | 2014-11-22 12:17:07 (UTC)                           |
| Date Modified                                    | 2014-11-22 12:17:07 (UTC)                           |
| Date Accessed                                    | 2014-11-22 12:17:07 (UTC)                           |
| FileSystemOffset                                 | UTC                                                 |
| fsType                                           | NTFS                                                |
| Directory                                        | False                                               |
| Visible                                          | True                                                |
| Locked                                           | False                                               |
| Fork Count                                       | 1                                                   |
| Extents                                          | 1                                                   |
| Physical Sector                                  | 82890656                                            |
| Logical Sector                                   | 82281056                                            |
| Logical Cluster                                  | 10285132                                            |
| System                                           | False                                               |
| Archive                                          | True                                                |
| Device                                           | False                                               |
| Normal                                           | False                                               |
| Temporary                                        | False                                               |
| Sparse File                                      | False                                               |
| Reparse Point                                    | False                                               |
| Compressed                                       | False                                               |
| Offline                                          | False                                               |
| Content is not being indexed for faster searches | False                                               |
| Encrypted                                        | False                                               |
| MFT Entry Modified Date                          | 2015-05-25 01:35:29                                 |
| Parent Sequence Number                           | 122                                                 |
| Initialised File Size                            | 2671683                                             |
| Sequence Number                                  | 74                                                  |
| Exposure Time                                    | 0.01667 (1/60)                                      |
| F Number                                         | 2.8                                                 |
| Exposure Program                                 | Normal Program                                      |
| ISO Speed Ratings                                | 80                                                  |
| Exif Version                                     | 2.21                                                |
| Original Date                                    | 2014-11-22 07:17:07                                 |
| Digitized Date                                   | 2014-11-22 07:17:07                                 |
| Components Configuration                         | YCbCr                                               |
| Shutter Speed                                    | 6                                                   |
| Aperture                                         | 3                                                   |
| Exposure Bias                                    | 0                                                   |
| Max Aperture                                     | 3                                                   |
| Metering Mode                                    | Pattern                                             |
| Light Source                                     | Unknown                                             |
| Flash                                            | Flash Fired, Auto Mode, Red-eye reduction supported |
| Focal Length                                     | 7.5 mm                                              |
| User Comment                                     | D702E102EB02F502                                    |
| Flashpix Version                                 | 1.                                                  |



# EXHIBIT C

## MEDIA

213,051



Audio

856



Carved Audio

2,185



Photoshop Files

72



Pictures

197,913



Potential Facebook Pictures

3,802



Thumbcache Pictures

2,522



Videos

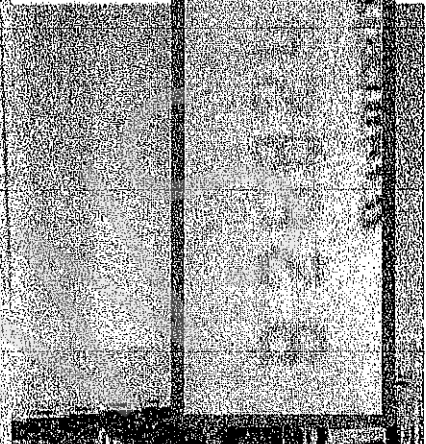
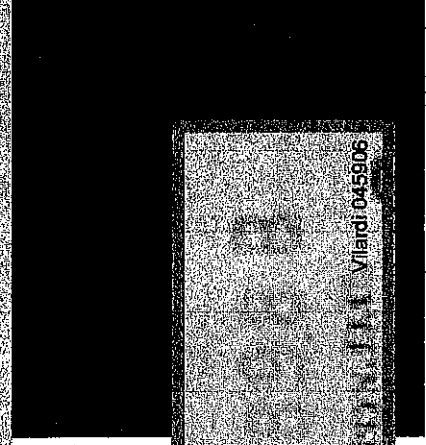
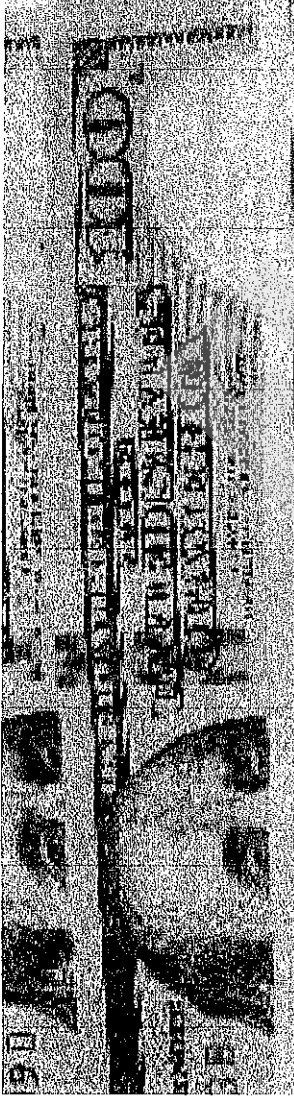
5,701

# ARTIFACT INFORMATION

|                                |                                                                                                |
|--------------------------------|------------------------------------------------------------------------------------------------|
| File Name                      | 001.JPG                                                                                        |
| File Extension                 | JPG                                                                                            |
| Created Date/Time              | 11/22/2014 7:17:07 AM                                                                          |
| Last Accessed Date/Time        | 11/22/2014 7:17:07 AM                                                                          |
| Last Modified Date/Time        | 11/22/2014 7:17:07 AM                                                                          |
| Size (Bytes)                   | 2671683                                                                                        |
| Skin Tone Percentage           | 0.7                                                                                            |
| Original Width                 | 3648                                                                                           |
| Original Height                | 2736                                                                                           |
| Exif Extraction Status         | Complete                                                                                       |
| Created Date/Time - Local Time | 11/22/2014 7:17:07 AM (Local time)                                                             |
| Make                           | EASTMAN KODAK COMPANY                                                                          |
| Model                          | KODAK EASYSHARE V1003 ZOOM DIGITAL CAMERA                                                      |
| Camera Serial Number           | KCTGX74630390                                                                                  |
| Exif Data                      | Extraction Result: Complete                                                                    |
|                                | ImageWidth: 3648                                                                               |
|                                | ImageHeight: 2736                                                                              |
|                                | DateTimeOriginal: 11/22/2014 07:17:07                                                          |
|                                | CreateDate: 11/22/2014 07:17:07                                                                |
|                                | Make: EASTMAN KODAK COMPANY                                                                    |
|                                | Model: KODAK EASYSHARE V1003 ZOOM DIGITAL CAMERA                                               |
|                                | SerialNumber: KCTGX74630390                                                                    |
| MD5 Hash                       | 4ec887f30e6f432977100f070eeb390b                                                               |
| SHA1 Hash                      | 15a90ab5b682a175ab0fed96985675a3291cc073                                                       |
| Artifact type                  |  Pictures |
| Item ID                        | 399221                                                                                         |

and Recovered from  
suspect's home

and Recovered from  
suspect's home



# EXHIBIT D

1 that was part of something he did, was buy and sell  
2 gold at times.

3 A. Yes.

4 Q. Okay. A Hewlett-Packard digital camera that  
5 was gray.

6 A. I gave him my leftover camera.

7 Q. Okay. So that was at one time yours, and  
8 you gave it to Mike?

9 A. I'm assuming based on the description.

10 Q. The description. Sure.

11 A. I don't know that I would recognize it if I  
12 saw it, but I probably do have paperwork.

13 Q. Okay. Let's see here. I'm not going to go  
14 into notes or an SD card.

15 A. That would have gone with the camera.

16 Q. Right. The Kodak digital camera, burgundy?

17 A. That would have been another camera that I  
18 gave him.

19 Q. Okay. I'm not going to worry about a few  
20 bullets and some things.

21 A. Yeah.

22 Q. A Hewlett-Packard digital camera that was  
23 gray.

24 A. Another camera.

25 Q. That you gave to Mike?

# EXHIBIT E

## **EXHIBIT A**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ANDERSON )

### **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Settlement Agreement") is entered into this 31<sup>st</sup> day of May, 2021 ("Effective Date") by and between Rosmore and Amy Vilardi ("Plaintiffs"), on one hand, and Anderson County Sheriff's Office ("ACSO"), David J. Taylor and Roger D. Taylor as co-Personal Representatives of the Estate of Violet J. Taylor ("Taylors"), and Pam S. Isbell, as Personal Representative for the Estate of Terry Michael Scott and as Personal Representative for the Estate of Barbara Scott ("Isbell"), on the other hand. Plaintiffs, ACSO, Taylors, and Isbell may be referred to individually as a "Party" or collectively as the "Parties."

### **PURPOSE**

This Settlement Agreement is a compromise between the Parties for the settlement of the claims, counterclaims, and cross-claims asserted in the lawsuit commenced by Plaintiff in the Anderson County Court of Common Pleas identified as *Rosmore and Amy Vilardi vs. Anderson County Sheriff's Office, David J. Taylor and Roger D. Taylor as co-Personal Representatives of the Estate of Violet J. Taylor, and Pam S. Isbell, as Personal Representative for the Estate of Terry Michael Scott and as Personal Representative for the Estate of Barbara Scott* - Civil Action No.: 2016-CP-04-01200 ("ACSO Litigation"). This Settlement Agreement is further entered into between Amy Vilardi and Pam Isbell for the settlement of the claims and counterclaims asserted in the lawsuit commenced by Amy Vilardi in the Anderson County Court of Common Pleas identified as *Amy Vilardi v. Pamela Isbell* - Civil Action No.: 2016-CP-04-00729 ("Vehicle Litigation").

### **STATEMENT OF DISPUTE**

The claims, counterclaims and cross-claims asserted in the ACSO Litigation are all related to U.S. currency and other personal property seized by ACSO in relation to the criminal investigation of a quadruple homicide that occurred at 2217 Refuge Road, Pendleton, South Carolina, on or about November 2, 2015 ("Criminal Investigation"). At all relevant times, there were two homes located at 2217 Refuge Road, Pendleton, South Carolina. One was a double-wide home ("Double-Wide") occupied by Terry Michael Scott, Cathy Taylor Scott, Barbara Scott, and Violet J. Taylor. The other home was a single-wide ("Single-Wide") that was occupied by Plaintiffs at or around the time of the homicide. The quadruple homicide occurred in the Double-Wide and the victims of the quadruple homicide were Terry Michael Scott, Cathy Taylor Scott, Barbara Scott, and Violet J. Taylor. Several search warrants were issued for various items of evidence related to the homicides. The search warrants attached to the Complaint involved the two (2) mobile homes except for the search warrant for a storage unit located at 4303 Edgewater Way, Anderson, South Carolina. The items of evidence seized are detailed in the return to each search warrant. The Criminal Investigation is active and ongoing, and no charges have been brought.

The ACSO Litigation was commenced when Plaintiffs filed asserting a claim and delivery action against

Initials: \_\_\_\_\_ ECM RSO

ACSO related to the U.S. currency and tangible personal property seized and held by ACSO as part of the Criminal Investigation. Subsequently, Taylors and Isbell were granted leave to intervene in the ACSO Litigation and have asserted claims related to the U.S. currency and other property currently held by ACSO.

After a series of motions and the passage of time, ACSO identified a list of items that it is prepared to release and provided Plaintiffs, Taylors and Isbell with photographs of said items. Consistent with the Order executed and filed on January 28, 2020, Plaintiffs and Defendants have examined the list and photographs to identify those items that are contested. Plaintiffs, Taylors, and Isbell have asserted competing claims related to the U.S. currency and other personal property currently held by ACSO.

A trial was scheduled for March 16, 2020; however, the matter was continued due to certain COVID-related issues and/or concerns. A bench-trial was scheduled for June 1, 2021 before the Honorable J. Cordell Maddox, Jr.

After engaging in extensive discovery, filing of various motions, participating in a mediation, and trial preparation, the Parties engaged in a series of settlement negotiations.

The Parties desire to avoid further costs and expense associated with the ACSO Litigation, and/or Vehicle Litigation, and without any admission of liability, further agree to compromise, settle, and resolve their respective claims, counterclaims, and cross-claims as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, representations, covenants, and warranties recited herein below, the Parties agree as follows:

#### TERMS OF SETTLEMENT

1. Distribution of Currency and other personal property to currently available for release by ACSO.
  - a. Currency and other Personal Property removed from Single-Wide:
    - i. The Parties have asserted competing claims related to Sixty-Five Thousand, Eight Hundred Ninety and no/100 Dollars (\$65,890.00) of the currency removed from the Single-Wide. The Parties agreed that ACSO shall release the \$65,890.00 in cash to Plaintiffs' attorney, J. Christopher Pracht, Esquire, who shall deposit said funds into his firm's trust account to be disbursed as follows:
      - (1) \$34,890.00 to Rosmore Vilardi and Amy Vilardi;
      - (2) \$3,000.00 to David J. Taylor and Roger D. Taylor;
      - (3) \$7,000.00 to Thomas W. Cox, CPA, as custodian for Savannah Thomas, under the South Carolina Uniform Gifts to Minors Act to age 21;
      - (4) \$7,000.00 to Thomas W. Cox, CPA, as custodian for Brady Hill, under the South Carolina Uniform Gifts to Minors Act to age 21;
      - (5) \$7,000.00 to Thomas W. Cox, CPA, as custodian for Raiden Vilardi, under the South Carolina Uniform Gifts to Minors Act to age 21; and

Initials: \_\_\_\_\_ CCM PCO

(6) \$7,000.00 to Thomas W. Cox, CPA, as custodian for Ambrose Vilardi, under the South Carolina Uniform Gifts to Minors Act to age 21.

(7) *The Parties acknowledge and agree that none of them shall serve as successor custodian for the funds disbursed under the South Carolina Uniform Gifts to Minors Act in paragraphs (3) - (6) of this subsection.*

ii. Pam Isbell shall receive the North American .22 Magnum Silver in color, SN 249115.

iii. Rosmore Vilardi and Amy Vilardi shall receive all remaining personal property items removed from the Single-Wide.

b. Currency and other Personal Property removed from Double-Wide:

i. David J. Taylor and Roger D. Taylor shall receive the \$400.00 in cash from bedroom of the Double-Wide.

ii. Pam Isbell shall receive all items removed from the Double-Wide including the \$21,412.00 in cash found in the master bath.

c. Vehicles:

i. Pam Isbell shall receive the following vehicles: (a) 2010 Toyota Tundra (VIN: xxxxxxxxxxxx3183), (b) 2005 Toyota Corolla (VIN: xxxxxxxxxxxx9620), (c) 1996 Nissan (VIN: xxxxxxxxxxxx6743), and the 2003 Toyota Camry (VIN: xxxxxxxxxxxx2684). To the extent any Party, other than Isbell, is listed as the owner of one of the above-described vehicles, said Party will execute any document(s) required to transfer title to Isbell in a timely manner. Likewise, any Party having keys to the vehicles shall deliver the keys to Pam Isbell or her attorney.

2. Future Distribution of Currency and/or other Personal Property by ACSO. Given that the Criminal Investigation is active and ongoing, ACSO is still in possession of certain currency and/or other personal property items ("Remaining Items"). If and when ACSO is prepared to release the Remaining Items, those items removed from the Single-Wide shall be disbursed to Rosmore and Amy Vilardi and those items removed from the Double-Wide shall be disbursed to Pam Isbell.

3. Representations. The Parties each acknowledge and affirmatively state that they have not assigned, transferred, or conveyed in any manner all or any part of their legal claims or legal rights in connection with the matters set forth in the ACOS Litigation, Vehicle Litigation, or this Settlement Agreement.

4. Dismissal of Vehicle Litigation. By execution of this Settlement Agreement, Amy Vilardi and Pam Isbell hereby authorize and direct their respective attorneys to execute and file a Stipulation of Dismissal with prejudice as to claims and counterclaims asserted in the Vehicle Litigation provided that the Vehicles have been transferred in accordance with this Agreement.

Initials: \_\_\_\_\_ AM RS

5. **No Admission of Liability.** The Parties each acknowledge and agree that the matters set forth in this Settlement Agreement constitute the settlement and compromise of disputed claims, and that this Settlement Agreement does not constitute an admission or evidence of liability by any of them regarding any claim alleged or damages sought by any Party.
6. **Binding on Successors and Assigns.** This Settlement Agreement shall be binding upon, inure to the benefit of and be enforceable by and against, the Parties hereto and their respective heirs, devisees, members, managers, officers, successors, assigns, affiliates, and agents, provided, however, that nothing contained in this Settlement Agreement shall confer upon any other person or entity not a party to this Settlement Agreement any rights or remedies hereunder.
7. **Enforceability.** Nothing contained herein shall be interpreted as releasing or compromising any claim regarding the enforcement of the terms of this Settlement Agreement or right to enforce the dismissal of the Vehicle Litigation.
8. **Acknowledgment.** The Parties hereto, as evidenced by their signatures below, acknowledge that this Settlement Agreement has been fully explained to them by their respective attorneys, that they understand the terms and conditions of the Settlement Agreement, and that they voluntarily agree to be bound by the terms and conditions of this Settlement Agreement.
9. **Construction of Settlement Agreement.** If this Settlement Agreement requires construction or interpretation by any court, the Parties agree that interpretation and construction of this Settlement Agreement shall not be subject to the rule that any agreement shall be construed more strictly against the party which itself, or through its agents, prepared the same; the Parties agreeing that each participated equally in the preparation hereof.
10. **Counterparts.** This Settlement Agreement may be executed in a number of counterparts and each counterpart signature shall, when taken with all other signatures, be treated as if executed upon one original of this Settlement Agreement. A photocopy, scan, or facsimile of this Settlement Agreement or of the signatures hereto will serve in place of an original.
11. **Expenses.** Unless specifically referred to herein to the contrary, each Party shall be responsible for any debt, liability or obligation, cost, expense, or fee of any nature whatsoever including, without limitation, any and all legal, accounting, and other professional fees and expenses incurred by it in connection with the dispute, negotiation, execution, or performance of this Settlement Agreement.
12. **Headings and Definitions.** The headings in the sections of this Settlement Agreement are inserted for convenience only and in no way alter, amend, modify, limit, or restrict the contractual obligations of the Parties.
13. **Entire Agreement; Law Governing.** All prior negotiations and agreements between the Parties hereto are superseded by this Settlement Agreement, and there are no representations, warranties, understandings, or

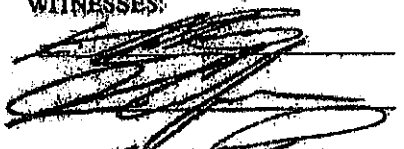
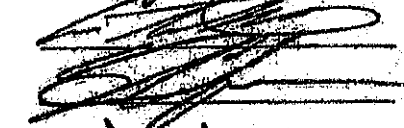
Initials: \_\_\_\_\_

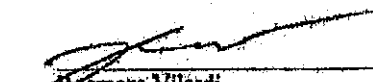
CCM RSO

agreements other than those expressly set forth herein or in a document delivered pursuant hereto. This Settlement Agreement shall be governed and construed and interpreted according to the laws of the State of South Carolina. The terms of this Settlement Agreement may not be changed, modified, waived, discharged, or terminated in any manner, except by written instrument signed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of this day and year first above written.

WITNESSES:

  
  
James L. Ellis  
Jorge M. Granbrell

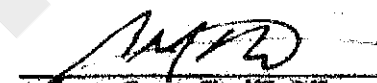
  
Rosmore Villardi

  
Amy Villardi

Roger O. Taylor  
David J. Taylor (SEAL)  
David J. Taylor and Roger O. Taylor as co-Personal  
Representatives of the Estate of Violet J. Taylor

Pam S. Isbell (SEAL)  
Pam S. Isbell, as Personal Representative for the Estate  
of Terry Michael Scott and as Personal Representative for  
the Estate of Barbara Scott

  
C. Ross Dean

  
Anderson County Sheriff's Office (SEAL)  
By: CHAD A. BRIDE  
As: SHERIFF

Initials: RW all RIMZ DIT

agreements other than those expressly set forth herein or in a document delivered pursuant hereto. This Settlement Agreement shall be governed and construed and interpreted according to the laws of the State of South Carolina. The terms of this Settlement Agreement may not be changed, modified, waived, discharged, or terminated in any manner, except by written instrument signed by all of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Rosmore Vilardi (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Amy Vilardi (SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
David J. Taylor and Roger D. Taylor as co-Personal  
Representatives of the Estate of Violet J. Taylor (SEAL)

Kay Easler  
KW  
\_\_\_\_\_  
\_\_\_\_\_  
Pam S. Isbell (SEAL)  
Pam S. Isbell, as Personal Representative for the Estate  
of Terry Michael Scott and as Personal Representative for  
the Estate of Barbara Scott

Anderson County Sheriff's Office  
Charles Brown  
\_\_\_\_\_  
\_\_\_\_\_  
Anderson County Sheriff's Office (SEAL)  
By: Charles Brown  
Its: Sheriff

Initials: \_\_\_\_\_ CM AS

# EXHIBIT F

## **ACCESS AGREEMENT**

**D AND J PRODUCTIONS, LP**  
6255 Sunset Blvd., Ste. 1600  
Los Angeles, CA 90028

Effective Date: \_\_\_\_\_

Anderson County Sheriff's Office ("Entity") is the owner of and/or controls all rights with respect to the property that is the subject of this agreement (the "Property"). Entity hereby gives permission to D AND J PRODUCTIONS, LP and its employees, agents, contractors and suppliers ("Producer") to enter upon and use the Property located at: 305 Camson Rd, Anderson, SC 29625, commencing on \_\_\_\_\_ and continuing through \_\_\_\_\_ (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including sound recording) certain scenes for use in and in connection with the program tentatively entitled "Cold Justice" (the "Program") and for any additional uses as described below. The Property shall include the grounds at such address and all buildings and rooms and other structures located thereon (including balconies and patios), together with access to and egress from the Property. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below. Entity has been advised of the nature of the Program and has no objections to participating or appearing in the Program.

Entity acknowledges and agrees that Entity will not be paid compensation for Producer's use of the Property under this agreement nor for Producer's exercise of the rights granted by Entity under this agreement. Entity further acknowledges and agrees that the consideration Entity will receive for Producer's use of the Property and/or Producer's exercise of its rights under this agreement is the opportunity for publicity that the Property and/or Entity will receive if Producer decides to include photographs, film, or recordings made on the Property or of the Entity Marks (defined below) in any of its productions.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights, logos, seals and symbols of Entity or visible on the Property (collectively, the "Entity Marks"), which may appear on uniforms and equipment of Entity's employees, agents, representatives or subcontractors, in the photographs, film and recordings. Entity represents and warrants that the Property is maintained and operated in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Entity is or should be aware except those of which Entity has notified Producer.

Producer's liability of any kind or nature with respect to its use of the Property shall be limited to the following: Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Entity harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property, except to the extent that Entity contributes to such injury or damage.

If Entity claims that Producer is responsible for any such damage or injury, or both, Entity must notify Producer in writing within 5 business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Entity claims Producer is responsible. Entity shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.

Entity acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Entity Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property (including all copyrights) shall be and remain vested in Producer, including the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Entity nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any

other party arising out of any use of the photographs, film and/or recordings. Entity's sole remedy for breach of this agreement by Producer shall be an action for money damages. In no event will Entity be entitled to injunctive or other equitable relief, and in no event will Entity be entitled to terminate this agreement. Producer has no obligation to include the Property in the Program or in any other production.

From the date of this Agreement through 6 months after the initial exhibition of the final episode of the Program in which Entity appears, Entity shall not participate in any programming or content (in all forms of media) that concerns the subject matter of the Program without Network's prior written approval.

Entity represents and warrants that (a) Entity has the right to enter into this agreement and to grant Producer all rights provided by this contract; (b) in the event that Entity is not the legal owner of the Property or the Entity Marks, Entity has secured from the legal owner(s) the right and authority to enter into this agreement and to grant Producer all rights provided hereunder; (c) the consent or permission of no other person or entity is necessary; (d) Entity shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property or the Entity Marks; and (e) Entity's participation in the Program will comply with all applicable municipal, state, and local laws, rules, and regulations, and ordinances.

Entity shall keep in strictest confidence and shall not disclose to any participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of the Program) any information or materials concerning or relating to Producer or to any programming service or other platform of NBCUniversal Media, LLC ("Network"), the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, including any information concerning or relating to the Program, the Program participants, the location(s) of the Program, the events contained in the Program or outcome of any such event, and any information that Entity reads, hears or otherwise acquires or learns in connection with or as a result of Entity's participation on the Program (collectively, "Confidential Information") unless and until such Confidential Information is specifically disclosed in the exhibition of the Program, if ever. Entity acknowledges and agrees that the Confidential Information is confidential and the exclusive property of Producer and/or the Network. At no time will Entity ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. Entity's obligations with respect to confidentiality as set forth in this paragraph shall continue in perpetuity or until terminated by the Network in writing. In no event shall Entity have the right to terminate its confidentiality obligations under this agreement.

Without Producer's and/or Network's prior written approval, neither Entity nor Entity's representatives shall at any time: (a) issue any press releases or public statements about Producer, Network, the Program or Entity's participation hereunder; or (b) make any commercial or other use of Entity's participation, the Program or any of Producer's and/or Network's names, logos or trademarks.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by mediation conducted in Anderson County, South Carolina and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in Anderson County, South Carolina and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at [www.jamsadr.com](http://www.jamsadr.com), including the rules providing for limited discovery and other exchange of information and, to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable) licensed to practice law in South Carolina or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files an arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein.

This Agreement shall be interpreted under the internal, substantive laws of the State of South Carolina without regard to the conflicts of law provisions thereof. The parties submit to the in personam jurisdiction of the South Carolina courts and the United States District Court for the District of South Carolina, and waive any objections thereto.

Entity agrees that Producer may license, assign and otherwise transfer this agreement and all rights granted by Entity to Producer under this agreement to any person or entity. Network is an express intended third-party beneficiary of this Agreement, with full standing to enforce each, every, any and all of its provisions as if it was an express party thereto.

The parties acknowledge that each party is acting independently from the other. Nothing in this Agreement shall be deemed to make either party the agent of the other, or create a partnership or joint venture between the parties. Neither party shall have any right or authority to assume or create any obligation or responsibility, either expressed or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.

Producer shall have the right to cancel this agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this agreement, neither Producer nor Entity shall have any obligations whatsoever under this agreement, and Entity shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this agreement (if any). If any provisions of this agreement are held to be void or unenforceable, all other provisions of this agreement shall continue in full force and effect.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer and/or Network under law or agreement.

NBCUniversal's privacy notice at [www.nbcuniversal.com/privacy](http://www.nbcuniversal.com/privacy) describes NBCUniversal's information practices in relation to Entity and Entity's personnel (if any) whose personal information is provided by Producer to NBCUniversal in connection with this Agreement. Entity will bring this privacy notice to the attention of such personnel, if any. This notice may be updated from time to time.

ACCEPTED AND AGREED:

PRODUCER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Show: \_\_\_\_\_

ENTITY

By: Andrew G. Terrell

Print Name/Title: ANDREW G. TERRELL/MGR

Address: 205 CAMDEN RD.  
ANDERSON, SC, 29625

Telephone: 864-260-4432

Date: 8/1/2023