

NORTH CAROLINA  
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 97 CrS 23654  
FILE NO. 97 CrS 39580  
FILE NO. 98 CrS 23485

STATE OF NORTH CAROLINA )  
 )  
 v. )  
 )  
RONNIE LEE KIMBLE )

T R A N S C R I P T

Transcript of proceedings taken in the General Court of Justice, Superior Court Division, Guilford County, North Carolina, August 3, 1998 Regular Criminal Session, before the Honorable Preston Cornelius, Judge Presiding.

A P P E A R A N C E S

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FRIDAY, AUGUST 14, 1998

(Court convened at 9:37 a.m. The defendant was present.  
The jury was not present.)

THE COURT: Any matters we need to take care of  
before I bring the jury in?

MR. PANOSH: No, Your Honor.

MR. LLOYD: No, sir, Your Honor.

(The jury entered the courtroom at 9:38 a.m.)

THE COURT: Well, it's nice to have you back.  
Everyone feeling okay? Anyone have any problems today?  
Good.

The State ready to proceed?

MR. PANOSH: Yes.

THE COURT: Next witness, please.

MR. PANOSH: Mr. Sosnoff, please.

HERSHEL SOSNOFF, being first duly sworn, testified as  
follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you state your name, sir.

A My name is Hershel Sosnoff.

Q And you are -- your position is, sir?

A I'm the president of the general partner of the  
partnership that employed Patricia Kimble.

Q And that's a corporation; is that correct?

A I'm sorry, sir?

Q Is that a corporation?

A It is.

Q And for the court reporter, could you spell that, please.

A The name of the corporation?

Q Yes.

A Cinnamon General Corp., C-i-n-n-a-m-o-n.

Q And in the course of your duties, do you supervise the apartments that are referred to as Cinnamon Ridge Apartments?

A Yes, I do.

Q And drawing your attention to 1995, and specifically, in September, October of 1995, did you employ Patricia Blakley Kimble?

A Yes, I did.

Q And what was her position with the company?

A She was the manager of the Cinnamon Ridge complex.

Q And that's an apartment project; is that correct?

A It is.

Q How many units, if you recall?

A 120.

Q And did she have supervisory authority over other employees?

A She did.

Q In the course of your reviewing your employment records, did Cinnamon Ridge Corporation provide Patricia

with life insurance as a benefit of her employment?

A Yes, we did.

Q What was the amount of that?

A It was in the face amount of \$25,000, with an additional -- additional coverage for accidental death in an equal amount.

Q So the total amount of \$50,000, in the event of an accidental death?

A That's correct.

Q In the course of your duties, did there come a time on or about October the 9th when you were notified of Patricia's death?

A Yes.

Q And thereafter, on October the 11th, did you have a conversation with Theodore Kimble?

A I did.

Q Would you relate that conversation to the ladies and gentlemen of the jury, please.

A Yes.

MR. LLOYD: Object, Your Honor.

THE COURT: Overruled.

A Ted Kimble called me at my office and asked whether the partnership had a life insurance policy on Patricia, and told me that he really needed the money, and asked that I file the claim as soon as possible. And I did contact the

insurance company. And I learned that --

MR. HATFIELD: Objection.

THE COURT: Overruled.

A And I learned that Ted was not the beneficiary of the policy, but that Patricia's mother, Sheila, was the beneficiary. And I called Ted to tell him that.

Q Do you recall what date that was, that you returned that call?

A I believe it may have been Friday. I think I -- it was -- was Thursday the 11th? It was probably the next day.

Q Are you indicating that, based upon your recollection, it was the following day?

A Yes, it was.

Q And when you called Ted, what did he say?

A He was very surprised and very unhappy to learn that he wasn't the beneficiary. He --

MR. HATFIELD: Objection. He should tell what Ted said.

THE COURT: Sustained.

MR. HATFIELD: Move to strike.

THE COURT: Members of the jury, disregard the last statement.

Q What do you recall of what he said and the manner in which he said it?

A He was very unhappy to learn that he was not the

beneficiary. And he indicated that it was his plan to call Sheila, Patricia's mother, and ask her to give him the money.

Q As a result of that conversation, did you contact Ms. Blakley?

A I did.

Q And would you relate that conversation, please.

A I told Mrs. Blakley that I had had the conversation I just reported with Ted, and that I thought he was planning to call her, and I encouraged her not to give him the money, because she might need it at some future time.

Q Now, in the course of your duties there, you kept a file in reference to that; is that correct?

A I did.

MR. PANOSH: May I approach the witness?

THE COURT: Yes.

Q I'll show you now what I've marked as State's Exhibits 101, 102 and 103. And starting with 101, what is -- which is a four-page document, what is that, please? And keep your voice up, if you could.

A This is -- these are copies of correspondence which I sent to the Shenandoah Life Insurance Company, reporting Patricia's death, and a letter I sent to Mrs. Blakley, Patricia's mother, giving her a copy of the filing of the claim for her record.

Q Okay. And 102, is this an indication of payment on that, dated on March the 4th of '96?

A Yes. This is a check from the Shenandoah Life Insurance Company, payable to Sheila Blakley, in the amount of \$25,000.

Q And subsequently, Number 103, is that a record of the payment of the second \$25,000?

A Yes. This is a check for \$25,000, plus interest the insurance company paid, because of the almost year's passage of time after the death.

MR. PANOSH: We'd seek to introduce 101 through 103, please.

THE COURT: The Court'll allow --

MR. HATFIELD: Objection.

THE COURT: Overruled.

MR. HATFIELD: Well, Your Honor, these have no bearing on Ronnie Kimble.

THE COURT: Overruled.

MR. HATFIELD: And they -- they may come in for corroboration of Mrs. Blakley's testimony, if that's what the Court's intention is, but I don't see how they could be evidence in this case.

THE COURT: Overruled.

Proceed.

MR. PANOSH: That's all the questions of this

witness. Thank you, sir.

THE COURT: Cross-examination?

MR. LLOYD: No questions, Your Honor.

THE COURT: Step down, sir.

MR. LLOYD: We would ask that the Court give the conspiracy instruction given earlier, with regard to this witness's testimony.

THE COURT: Again, remember, ladies and gentlemen of the jury, that this testimony is being offered for the purpose of State's -- or requirement that they prove to you the conspiracy beyond a reasonable doubt and that this defendant was a part of that conspiracy. If they fail to prove that to you beyond a reasonable doubt, then you should not consider this evidence in any way against this defendant. Do you understand that?

(Jurors nodded their head up and down.)

THE COURT: Okay.

Proceed.

Step down, sir.

(The witness left the witness stand.)

MR. PANOSH: Ms. Karen Hall, please.

KAREN HALL, being first duly sworn, testified as follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you state your name, please.

A Karen Hall.



Q And your occupation, please?

A Insurance agent.

Q And what company do you work for?

A Accordia.

Q What type of company is Accordia?

A Insurance brokerage company, independent agency, property and casualty, mainly.

Q And do you then work through other -- through --  
Excuse me. Is it part of your duties to sell insurance from different companies?

A Yes.

Q And is the Maryland Group one of those companies?

A Yes, it is.

Q In the course of your duties, did you insure the residence on Brandon Station Court --

A Yes, we did.

Q -- that belonged to Patricia Kimble?

A Yes, we did.

Q And in preparation for your testimony, did you bring with you the records of Accordia?

A As many as I could find, yes, I did.

Q And the documents that you're about to refer to, are they kept in the ordinary course of Accordia's business?

A Yes, it is.

Q And do you represent Accordia Insurance Company?

A Yes, I do.

Q Based upon your recollection and upon those records, when was the homeowners policy issued at 2104 Brandon Station Court?

A I don't have any records on when it was actually placed into force --

Q Was it --

A -- but it was prior to '93.

Q Was it in effect on October the 9th of 1995?

A Yes, it was.

Q And do your records indicate whether or not there had been prior -- prior to October the 9th of '95, whether there had been claims at that residence?

A Yes, it does.

Q And when were those claims, if you recall?

A There was a claim April of '93 for a theft loss and a claim on February of '95 for a theft loss.

Q And drawing your attention then to the April of 1993 --

MR. HATFIELD: Objection. That's before they were married.

THE COURT: Overruled.

Q -- did Accordia pay to the residence -- to the -- Excuse me. Did Accordia pay Patricia Kimble as a result of losses to the residence?

A The Maryland Casualty Group paid.

Q And you're the agent for Maryland Casualty?

A Yes.

Q And what was the amount of payment?

A April '93, \$6,340.

Q And in February of 1995, again, did the Maryland Group pay as a result of theft loss at that location?

A Yes, they did.

Q And what was the amount?

A \$4,454.

Q Based upon those losses, on or about October the 1st of 1995, did Maryland Casualty or the Maryland Group take any action in regard to that particular residence?

A They paid the claim.

Q Okay. And then in October of '95, did they take any further action?

A I'm not sure I understand what type of further action.

Q Did there come a time when they issued a cancellation notice?

A They issued a cancellation notice, the best of my records, on October the 4th, due to the losses --

Q And when --

A -- to the --

Q -- would that cancellation be effective?

A It was actually a nonrenewal, to nonrenew the policy, effective October 31st.

Q But prior to the renewal date, a decision was made on the part of the company not to renew?

A I'm sorry?

Q Prior to the renewal date, a decision was made not to renew the policy?

A Yes, that's correct.

Q And was the insured informed of that, based upon the records?

A Yes. They received certified notification from Maryland Casualty. And also, we have letters, as agent, that we mailed to them, as well.

Q Now, do your records indicate that -- any activity in reference to the policy on or about July the 20th of 1995?

A On July the 20th of '95, we wrote a letter to Mrs. Kimble, asking that they install protective devices, such as alarm systems and dead bolt locks.

Q And what, if anything, occurred as a result of your request?

A We have notes on file that an alarm system, with monitor detectors, were installed, dead bolts were installed, and the front door was replaced with a new reinforced front door.

Q And how did your agency get that information?

A I do not know. I got this information off the computer, and it does not state who the information came

from.

Q Did there come a time on or about June the 15th of 1995 when there was an increase in the policy limits?

A Yes, it was.

Q Would you tell the jury about that, please.

A Actually, it was on June the 15th of '95, asked to increase the dwelling coverage and the other structure coverage, due to, they had added a two-car garage.

Q Now, does your company have a policy in reference to when policy increases are applied?

A Normally with most insurance companies, once the work is completed, the increase would take effect.

Q And based upon the records, was there an indication to you that the garage was in fact completed on that day?

A As far as the records show, under an assumption, you would assume that the work was completed.

Q In other words, your company would not have increased the policy amount, unless they had some information that the work was completed?

A That's correct.

Q Now, drawing your attention to the 1995 loss, February of 1995, do you have specifics in your records as to what was lost?

A Yes, I do. The only information I have on that loss is, insured came home and discovered house had been broken

into, several items taken, and some damage to the dwelling.

Q Do your records indicate what items were taken?

A No, it does not on our records.

Q Would that information be with the home office --

A Yes.

Q -- Maryland Group?

A Yes, it would.

Q Now, drawing your attention to October of 1995 and thereafter, did there come a time when a claim was placed on the residence at 2104 in reference to fire damage?

A Yes, it was.

Q And when was that?

A The loss notice was issued on October the 31st, filed with the company. But we received information prior to that date.

Q What was the first information you received?

A The first information our agency received was on October the 10th, from a Detective John Appel.

Q And did there come a time when a file -- a claim was filed by the insured?

A Yes. And I need to make a correction to my statement. The actual claim was submitted by the insured on October the 11th of '95.

Q When a claim is submitted, what does that mean?

A We take the information given to us by the insured, and

send what we call a claim loss form to the company insuring the actual residence.

Q Do your records indicate what information was given to your company on October the 11th of '95?

A Yes. "Insured's wife was shot in the home and killed. The home was then set on fire. Some items are missing in the home, such as jewelry, CDs and tapes."

Q And do your records indicate who reported that to your company?

A Mr. Ted Kimble.

Q You indicated that you then sent him a claim of loss form; is that correct?

A Someone in our agency did send a proof of loss for him to sign, requested by the Maryland Casualty Group.

Q Would you explain what a proof of loss is, please.

A Normally, it's a paper stating that the loss did incur. And most of the time, it does need to be notarized, a sworn statement.

Q And does that proof of loss have a monetary breakdown of the items taken and items destroyed?

A Sometime it does, sometimes it doesn't.

Q Do your records reflect whether your agency or the Maryland Insurance Group made payments in reference to the proof of loss that was submitted to him?

A Yes, it does.

Q And what payments do the records reflect?

A There is actually a lot of payments that were made.

Q Would you go through them, if you can, in the order they were made.

A We have a final payment on the contents of the -- inside the dwelling of \$53,417. We have a payment payable to Ronnie L. Kimble, \$16,350, to cover additional living expenses for Ted Kimble, while his house was being repaired.

Q Now, that would have been Ronnie Kimble, Sr., or do you know?

A It only states Ronnie L. Kimble. I have a copy of a check for the fire damage, contents -- removal of the damaged contents, \$2,533. I do not find the records with me, but I do recall a check being issued for in excess of \$50,000 for damage to the dwelling itself. Then I have several miscellaneous checks, ranging from 100 to \$2,000, for -- I'm not sure what these are for, payable to Langham and Associates, T.M. Mayfield and Company. It could have been an adjusting company, for services rendered. Any other checks I do not have in my files that could have been issued.

Q Do you have a date on the final settlement of \$53,417 that you referred to?

A We're showing that date -- that check issued on 12/13/96. I do see the copy of the final payment -- final



payment on contents, correction, is \$52,606, issued on 12/13. Final payment on dwelling repair is the \$53,417, also issued on 12/13/96.

Q And do your records reflect who the payments were made to?

A Estate of Patricia Kimble, and Ted Kimble, and Richard Blakley and Sheila Blakley, and J. Rufus Farrior, their attorney.

Q And in reference to the \$16,350 to Ronnie L. Kimble, what date was that, please?

A That was issued on August the 28th of '96.

MR. LLOYD: Your Honor, I think Mr. Panosh is well aware that this check was made out to Ronnie Kimble, Sr.

MR. PANOSH: We stipulate to that.

MR. LLOYD: If he would stipulate. Thank you.

THE COURT: With that stipulation, members of the jury, you may take this again to be the fact that that check of \$16,350 was made out to Ronnie Kimble, Sr., not this defendant, his dad.

Q Did you have any further contact with Theodore Kimble in settling this particular claim?

A No, I did not have any contact with him in settling the claim.

Q After the fire, was there an additional claim or claims made on the property?

A Yes. There was a claim reported on October the 31st of '95, showing a date of loss of October the 27th of '95. "Unknown party broke glass in Pella window of insured's building."

Q And that claim was for how much?

A \$400 is what I'm showing --

Q Did you have --

A -- as an estimate.

Q Did you have any further dealings with Theodore Kimble in reference to the settling of that claim or on that property?

A Not in settling the claim, no, I didn't.

Q In reference to the initial claim that Theodore Kimble made on October the 11th of 1995, do you recall whether you did that personally?

A The notes state that I did take the loss on that, and to the best that I can remember, I did take that loss notice.

MR. PANOSH: May I approach, please?

THE COURT: Yes.

Q May I see those notes?

A Uh-huh.

Q Just the one in reference to the conversation on the 11th.

A Conversation on the 11th. Here's the actual comments.

(The witness handed documents to Mr. Panosh, and time was allowed for Mr. Panosh.)

Q Okay. Thank you.

(Mr. Panosh handed documents to the witness.)

(The witness handed a document to Mr. Panosh, and further time was allowed for Mr. Panosh.)

(Mr. Panosh handed a document to the witness.)

MR. PANOSH: No further questions. Thank you.

CROSS-EXAMINATION by MR. LLOYD:

Q Ms. Hall, the initial claim that was made on the residence at Brandon Station Court in April of '93 was made by Sheila Blak-- I mean Patricia Blakley, was it not?

A That I do not know.

Q All right. Do you know who the insured was in April of 1993?

A Patricia Blakley.

Q All right. And the amount of that claim was \$6,340; is that correct?

A That's what our records are showing.

Q All right. And the claim in February of 1995 for \$4,454, that claim was also made by Patricia Kimble, was it not?

A We have "Reported by insured."

Q All right.

A And we have Patricia Blakley as insured.

Q As insured. All right. Now, Mr. -- you indicated in your testimony on direct that there was a request by the insured for an increase in the policy limit, because of the addition of the two-car garage; is that right?

A That's correct.

Q And I believe Mr. Panosh asked you a series of questions regarding whether or not an insurance company would make an increase based on whether work was completed. And you indicated to him that it was normal policy to make the increase when the work was completed. Let me ask you this, Ms. Hall. In situations where the work is substantially completed, somebody puts on an addition to their house, completes everything but the baseboard molding, is it your testimony that the insurance company would not allow an increase in policy limits, if that were the case?

A No, it's not. If it's that far completed, the insurance company would normally, yes, go ahead --

Q Okay.

A -- and make the increase on it.

Q So it's a matter of degree of completion, and if the finish work had not been completed, but the standing structure with the siding and that sort of thing completed, the insurance company would allow a limit --

A A lot of time, that's up to the individual insurance company and their policies. And it can vary. And yes, it

would depend on the degree of completion.

Q And of course, if there is a fire and there is some damage to that part, the adjuster will come out and look at the house, and he will note that it's not -- the addition is not entirely finished; is that right?

A Correct.

Q And the -- all the insurance company is going to pay for is to put it back in the position it was before the fire or other disaster; is that right?

A Correct.

Q Now, when you were notified on July of -- July 20, 1995 that -- Well, let me ask you this, Ms. Hall. The insured indicated to you at some point that an alarm system and a dead bolt and a reinforced front door had been done to the house; is that correct?

A Yeah. I'd like to clarify that. It was not made to me personally, but we do have notes in our computer system that a call was made in and the -- this had been installed.

Q Do those notes indicate that Patricia Kimble made that call to your company?

A Our notes do not indicate who made that call.

Q All right. But she was the insured, of course?

A At that time, we then had Patricia G. Kimble and Ted Kimble --

Q All right.

A -- as the insured.

Q Now, as far as the policy was concerned, you indicated that there was a final payout of \$53,417 on the contents; is that right?

A \$53,417, I made a correction to that. That is on the dwelling repairs.

Q Oh, excuse me.

A Yeah.

Q \$52,000 was on the contents; is that right?

A Correct.

Q Was that the policy limit on the contents?

A The policy limit on contents was \$52,570.

Q All right.

A Correction. It had been increased. \$60,270 was the policy -- the contents limit.

Q So that was actually less than the policy limits; is that right?

A From what my records are showing, yes.

Q Ms. Hall, what was the policy limit on replacement of the dwelling? Do you have that in your information?

A \$86,100.

Q 86,000. Was that based on a tax appraised value of the dwelling?

A No. That is based on a replacement cost formula that insurance companies use, based on square footage, number of

rooms, etc.

Q All right. And Ms. Hall, concerning the break-in in April of '93, do you have a listing in your records as to what Patricia Blakley filed, as exactly what was taken in that break-in?

A No, sir, I could not locate anything on that claim.

Q Now, you had written -- I believe you indicated, in early October, October the 4th, you had written Patricia Kimble and Ted Kimble a cancellation notice that would apply on October 31st, or nonrenewal letter?

A Yes. Our agency sent them a note regarding the nonrenewal notice.

Q All right. And that was basically because of the two prior claims that had been filed, one in April of '93 and the other in February of '95; is that right?

A That's correct.

Q Now, you don't make those decisions, in terms of renewal or nonrenewal, do you?

A No, sir.

Q And I believe you indicated that you were acting as an agent for the parent insurance company in this case?

A That's correct.

Q All right.

MR. LLOYD: That's all I have, Your Honor.

REDIRECT EXAMINATION by MR. PANOSH:

Q Ma'am, you were asked a hypothetical in reference to the degree of completion. I believe the hypothetical was, the molding not being in place. If in fact the situation was that the garage doors weren't in place and the siding wasn't completed, would you consider that to be complete enough to insure the structure?

A I personally, if all the electrical work and things of that nature, other than just finishing up, I personally would go ahead and increase the coverage for an insured.

Q Would you require the doors to be in place?

A I would leave that up to the insurance company insuring the house.

MR. PANOSH: No further questions.

THE COURT: Step down, ma'am.

RE-CROSS-EXAMINATION by MR. LLOYD:

Q Ms. Hall --

THE COURT: Additional questions, Mr. Lloyd?

Q -- you would insure a carport, for example, which has no doors, would you not?

A On a carport, yes, yes, we would.

Q All right. That's --

A But we would state it as a carport.

Q All right.

MR. LLOYD: Your Honor, no further questions.

Would ask for the same instruction on --



THE COURT: Again, remember the instruction, members of the jury, that this evidence is only relevant for this defendant in the event that you should find there was in fact a conspiracy with the co-conspirator Ted Kimble.

Step down, ma'am.

(The witness left the witness stand.)

THE COURT: You may stand and stretch, if you'd like.

Next witness, please.

MR. PANOSH: Mr. Routh, please.

THOMAS S. ROUTH, being first duly sworn, testified as follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you state your name, sir.

A Thomas S. Routh.

Q And Mr. Routh, where are you employed?

A Robins & Weill, Inc.

Q And what is Robins and Weill, Incorporated?

A It is a Greensboro-based insurance agency and real estate brokerage firm.

Q And for the court reporter, that's spelled R-o-b-i-n-s and W-e-i-l-l; is that correct?

A That's correct.

Q In the course of your duties, did you handle the property that was -- on which Lyles Building Supply was situated on West Lee Street?

A I did. I do.

Q Who was the owner of that property?

A Glascock Stove and Manufacturing Company. That is a company owned by the family of Thomas A. Glascock here in Greensboro.

Q And did there come a time when you reached an agreement with Mr. Gary Lyles for a long-term lease on that property?

A Yes, I did. In April of 1981, we arranged a 10-year lease with Lyles Building and Salvage, that Gary Lyles was the principal on. So it was a 10-year lease, beginning April 1, 1981.

Q And was that lease extended from time to time?

A It was. Mr. Lyles always was concerned that he not get too near the end of the term, because of the length of time it would take to relocate the business. So some two and a half years before the end of that 10-year term, he asked to renegotiate and extend the lease, and that was done. And a similar action was taken a couple years later.

Q Drawing your attention then to the early part of 1994, spring of 1994, what was the status of the lease at the time that the business changed hands from Mr. Lyles to Mr. Kimble?

A Mr. Lyles had by that time extended the lease, so that it would run through March 31 of 1997. We were notified in March of 1994 that Ted Kimble, who had been an employee of

Mr. Lyles, was buying the company. It would not change the tenant, it would not change the entity that we were leasing to, but the ownership of Lyles Building and Salvage would be changing from Mr. Lyles to Mr. Kimble. And we received that notification March of 1994.

Q And therefore, the lease remained in effect?

A It did. It was unaffected.

Q On or about November of 1994, did you and Ted Kimble discuss the sale of the property from Glascock to Mr. Ted Kimble?

A At about that time frame, that fall of 1994, Mr. Kimble did talk to me toward assuring that he would be able to continue to operate in that location. He asked that we either make an extension of the lease of some term, or would we consider selling the property. We had those discussions.

Q And in the course of those discussions, was there a price suggested or talked about?

A Not that I recall. We -- the ownership, the Glascock ownership, never has -- never had, never has expressed a desire to sell the property. There was no discussion of a suggestion of what an acceptable price would be. To the extent we -- there was a conversation initiated by Mr. Kimble that, would we sell the property. We very well may have indicated, based on rental values, a value for -- as a sales price maybe in a certain range. But I have searched

my file, I have no records that we ever stated a price. I have no reason to believe we did.

Q And what would that range of sale price have been?

A Based on the rental at that time, it would have suggested a price somewhere in the 180 to 200 thousand dollars.

MR. PANOSH: No further questions. Thank you, sir.

MR. LLOYD: No questions, Your Honor.

THE COURT: Step down, sir.

(The witness left the witness stand.)

THE COURT: Next witness, please.

MR. PANOSH: Ms. Stewart, please.

RITA STEWART, being first duly sworn, testified as follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you please state your name.

A Rita Stewart.

Q And where are you employed?

A I'm employed at ARCA presently. It's called Addiction Recovery Center Association.

Q Could you speak up a little bit.

A Addiction Recovery Center Association.

Q Drawing your attention then to October -- September and October of 1995, where were you employed?

A Porta-Medic.

Q And what is Porta-Medic?

A They do medical exams for insurance companies.

Q And what were your duties with Porta-Medic?

A To perform those exams, whether it be EKGs, blood draws, or just the physical exam.

Q And is one of your customers Life of Georgia, specifically Mr. Jarrell?

A Yes, sir.

Q Did there come a time when you were contacted in reference to an insurance examination for Theodore and Patricia Kimble?

A Yes, sir.

Q When was that?

A October 4, '95.

Q And who was that contact through?

A Mr. Jarrell would have contacted us for that.

Q And based upon Mr. Jarrell's information to you, what action did you take?

A It was a blood draw only.

Q And who were you to draw the blood on?

A Theodore Kimble and Patricia Kimble.

Q And what action did you take to establish or set up that appointment?

A I received the information on the 4th of October. I -- it was preset appointment for October 5th at 11:30. And I

would have called on October 4th to confirm that appointment.

Q And do you know where you called?

A I know the phone number that I called.

Q Okay. What was that phone number?

A (910)294-0789.

Q 2789?

A 0789.

Q And when you called that number on October the 4th to confirm that appointment, who did you speak to?

A Mr. Kimble.

Q And which Mr. Kimble?

A I'm sorry. Theodore Kimble.

Q When was the appointment set for, based upon that conversation?

A October 5th at 11:30 a.m.

Q And on October the 5th, did you schedule Theodore or Patricia or both?

A Both.

Q On that day that the appointment -- did they show up for their appointment?

A No, sir.

Q What action did you take?

A Sir?

Q What did you do as a result of that?

A I called again and made another appointment sometime later that afternoon.

Q You made a telephone call on October the 5th?

A Yes, sir.

Q And who did you call on October the 5th?

A That same number, and received Mr. Kimble, Theodore Kimble.

Q And what, if any, information was conveyed to you at that time?

A I made it -- the next appointment was for October 12th at 2:00 p.m., and I asked if -- that Mrs. Kimble would be coming with him.

Q Do you recall who selected the date?

A Mr. Kimble.

Q And when you inquired whether Patricia would be there, what were you told?

A He basically said, "She has to come, doesn't she?" or something to that effect.

MR. LLOYD: We would object at this point, again, Your Honor, and ask for the instruction given earlier.

THE COURT: Objection's overruled.

Members of the jury, again, this is -- this evidence will only be relevant and can be considered by you against this defendant if the State has established beyond a reasonable doubt that there was a conspiracy and that this

defendant was a co-conspirator with Ted Kimble.

Q And on that particular day, October the 12th, were the appointments carried out?

A No, sir.

Q Subsequent to that, did Mr. Ted Kimble reschedule his appointment?

A Before that day?

Q After October the 12th.

A Yes, sir.

Q And when did he schedule his appointment?

A I don't have that information. The insurance agent set that back up.

Q Okay. Do you recall eventually taking his blood?

A Yes, sir.

Q And the purpose of taking his blood subsequent to October the 12th was for what?

A It was for a life insurance policy.

Q And that would have been his life insurance policy, correct?

A Yes, sir.

MR. PANOSH: No further questions. Thank you, ma'am.

MR. LLOYD: No questions, Your Honor.

THE COURT: You may step down. Watch your step, ma'am.



(The witness left the witness stand.)

THE COURT: Next witness, please.

MR. PANOSH: Mr. Apple, please.

HARVEY APPLE, being first duly sworn, testified as follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you state your name, sir.

A Harvey Apple.

Q And your occupation, sir?

A I'm an insurance agent with Mass Mutual.

Q And in the course of your duties, do you sell life insurance?

A Yes, sir.

Q And in the course of your duties and occupation, did you write various insurance for the -- for Theodore Kimble and Lyles?

A Yes.

Q Did there come a time on or about March the 1st of 1995 when you scheduled an appointment in reference to a life insurance policy application for Patricia Kimble?

A That's correct.

Q Would you tell the jury about that, please.

A Actually, I saw Ted Kimble on February the 24th at Lyles Building Supply. And I recollect that because I have the information in my day-timer. And at that time, he was considering some coverage on Patricia. And he had gotten a

proposal from State Farm. But because he already had coverage with me, he said he would like to see a proposal from Mass Mutual. At that time, he was looking at \$100,000. So we ran some figures for \$100,000.

And then when I talked to him again, and because she already had 25, and he had 100 that was payable to her, they decided, or he decided that 75 would probably be more appropriate, so that they would have equal amounts payable to each other.

Subsequent to that, he had changed that policy that Lyles owned on him, to his ownership, and had named Patricia as the beneficiary. That was in June of '94, that he named Patricia as the beneficiary of the \$100,000 that he owned.

Q Is that the policy that we've previously heard referred to as key man insurance?

A Right. That's correct.

Q Now, you said that there was a decision made to go with the \$75,000. Were you present for that?

A Yes. We had a conversation. He decided that that was the amount that would be what they would want to consider.

Q And was Patricia present for that conversation?

A Actually, on March the 1st, I went to Lyles Building Supply and met with him for a few minutes before Patricia got there. I think she was to come by and take him to lunch. And we had filled out a little bit of the paperwork,

but we needed her signature in a couple of places. And she came in while he and I were talking, to pick him up for lunch.

Q So when you had the conversation, at which time you came to a conclusion as to the amount of the policy, that was a conversation between you and Theodore Kimble?

A That was between me and Ted, that's correct.

Q And you began the paperwork?

A Right.

Q And then Patricia came in?

A That's correct.

Q What occurred?

A Ted told her that we needed to get her signature on a couple of forms, a Part 1 and a Part 2. And she said she would not sign the paperwork.

MR. LLOYD: Well, objection, Your Honor. Ask for the instruction previously given.

THE COURT: Overruled.

Again, members of the jury, this evidence may only be considered against this defendant in the event the State has proved to you beyond a reasonable doubt there was a conspiracy and that Ronnie Kimble was a co-conspirator with Ted Kimble.

Proceed.

MR. PANOSH: Yes, sir.

Q I take it as a result of that, no further action was taken in reference to that policy?

A No. When she would not sign the application, then they were getting ready to go to lunch, and that was the end of the conversation and I left. And we never talked any further about him doing any business with me on Patricia.

MR. PANOSH: No further questions. Thank you.

MR. LLOYD: We don't have any questions of this witness, Your Honor.

THE COURT: Step down, sir.

(The witness left the witness stand.)

THE COURT: Next witness, please.

MR. PANOSH: Mr. Ganim, please.

KHALIL MICHAEL GANIM, being first duly sworn, testified as follows during DIRECT EXAMINATION by MR. PANOSH:

Q Would you state your name, please.

A Khalil Michael Ganim.

Q And your occupation, please?

A State Farm insurance agent.

Q In the course of your duties, did you service Theodore Kimble at his business or personally?

A At his business and personally. At his business and at my office.

Q And what type of policies did you provide for Theodore Kimble?

A We had their boat insurance, two cars, his business vehicle, and a mortgage disability policy on Ted.

Q Did there come a time when there was a discussion in reference to life insurance, specifically for Patricia?

A Yes, sir.

Q Would you tell the jury about that, please.

A In, I think it was about early March of, I believe, '95, Ted contacted me about life insurance and possibly disability on he and Patricia. So I met with him at Lyles Building Supply and we had a discussion concerning their needs.

Q Do you recall the amount of -- first of all, do you recall who the policy was to be on?

A Yes. It was -- it was to be on Patricia and on Ted.

Q And these were life insurance policies?

A Yes, sir, life insurance and disability.

Q And in reference to Patricia Kimble, do you recall the amount?

A We had discussed between 50 and 100 thousand dollars on each of them.

Q And when you say "we had discussed," who is that?

A Ted and I.

MR. LLOYD: Well, objection, Your Honor, and ask for the instruction previously given.

THE COURT: Overruled.

Again, members of the jury, this evidence may only be considered against this defendant, Ronnie Kimble, in the event that you find beyond a reasonable doubt that there was a conspiracy and that Ronnie and Ted Kimble are co-conspirators.

Q Did there come a time when you had further discussions in reference to the life insurance on Patricia?

A Yes. We -- in our initial meeting, Ted and I had discussed -- I gathered some information, went back to my office, put some information together, then met with him once again, discussed -- he had told me that he was talking to in fact Mass Mutual and gathering some information from them, and then when he and I discussed the amounts, he had told me that he didn't -- that Patricia did not want any additional coverage on her.

Q Thereafter, did you issue additional coverage on him?

A We did not issue any life insurance, just a mortgage disability policy. And that was on Ted, not on Patricia.

Q Did you have any further dealings in reference to life insurance in regard to Theodore or Patricia Kimble?

A No, sir.

MR. PANOSH: No further questions.

MR. LLOYD: Just a couple, Your Honor.

CROSS-EXAMINATION by MR. LLOYD:

Q So in your discussions with Ted Kimble, when you came

back to him, he indicated to you that his wife did not want additional insurance coverage on her?

A Yes, sir.

Q All right. And did he discuss additional insurance on himself at that time?

A We had talked about coverage on each of them. He'd expressed that Patricia did not want any coverage on her, and so, we did not write any additional coverage on him.

Q So the insurance that you wound up selling him at that time was what?

A Mortgage disability policy.

Q All right.

A Disability covering his mortgage.

Q All right. Okay.

MR. LLOYD: That's all I have, Your Honor.

THE COURT: Step down, sir.

(The witness left the witness stand.)

THE COURT: Stand and stretch, if you'd like.

Next witness, please.

MR. PANOSH: Your Honor, this would be an appropriate time for a break.

THE COURT: The break?

All right. Take the morning recess. It'll be a 15-minute recess. Please remember your instructions.

Everyone remain seated while the jury leaves

first.

(The jury left the courtroom at 10:33 a.m.)

THE COURT: You may declare a 15-minute recess.

(A recess was taken at 10:34 a.m.)

(Court reconvened at 10:54 a.m. The defendant was not present. The jury was not present.)

(The defendant entered the courtroom at 10:56 a.m.)

THE COURT: Call your next witness.

MR. PANOSH: Ms. Johnson, please. Ms. Johnson. Come up, please.

JANICE LYNN JOHNSON, being first duly sworn, testified as follows during VOIR DIRE EXAMINATION by MR. PANOSH:

Q Would you state your name, please.

A Janice Lynn Johnson.

Q Ms. Johnson, if you could keep your voice up, we'd appreciate it.

Do you know the defendant, Ronnie Kimble?

A I do.

Q And how do you know him?

A From high school mostly.

Q Again, if you could keep your voice up --

MR. LLOYD: Excuse me. I didn't hear.

Q -- we'd appreciate it.

A From high school mostly.

Q And since high school, have you had occasion to



interact with him on various occasions?

A Yes, sir.

Q Do you know Theodore Kimble?

A Yes, sir.

Q And did you know Patricia?

A Yes.

Q How did you know Patricia?

A I knew her from South Elm Street Baptist Church.

Q And were you and she friends?

A We were acquaintances.

Q After the death of Patricia Kimble in October of 1995, did you begin to see Ted Kimble?

A Yes, sir.

Q About when did you start seeing him?

A I'd say two to three weeks afterwards.

Q And in the course of your seeing him, did there come a time when he took you to the home that had been burned?

A Yes, sir.

Q And when you went to that home, what condition was it in?

A The walls had been removed. It was just mostly bare floors, and no walls.

Q It was in the process of restoration?

A Correct.

Q Would you describe the -- what Ted did while you were

there at the home.

A He went through the home, just kind of like, "Here's where her body was." And he went through -- he went and jumped down through one of the floors and kind of looked around, like he was looking for something, kind of. He was very -- I don't know if the word nonchalant, but he was very -- just unemotional about it.

Q In the course of speaking to him about Patricia, after the death of Patricia, did you and he discuss the insurance money?

A To what --

Q Did you and he talk about the fact that he wasn't receiving the insurance money?

A Yes. He explained to me very -- many times that he was quite upset that he wasn't getting the money in the amounts that he wanted.

Q Did there come a time when you witnessed certain documents being filled out in regard to the claim on the homeowners insurance?

A Yes.

Q Would you tell the Court about that, please.

A It was during the time when he had to write down things that were missing -- things that were burned and damaged in the house, such as the beds, the furniture, the bedroom suits. When it came to how old they were, he seemed to not

remember and want to put down something that was of older age or of younger age, as to the furniture and the amount that they were worth.

Q Did he --

MR. LLOYD: Excuse me. I couldn't hear the witness, Your Honor.

THE COURT: Speak a little bit louder, please, Ms. Johnson. Repeat what you said.

A The amount that things were worth, he seemed to feel that they were worth more. Things that were of age, he seemed that they were -- he would make it they were older of age or younger of age. It appeared to me that he was trying to get more money for things that were damaged or burned.

Q Did he make certain statements to you during the period of time that he was filling out that document or proof of loss?

A No, not --

Q Did there come a time when he said, "How are they going to know prices?"

A Right. He did.

Q Would you tell the Court about that, please, what he said.

A In exact words?

Q The best you can recall.

A He was like, "Well, they're damaged. They're burned.

How are they going to know exactly what they were to begin with, and how are they going to know that the damage is or the price was?"

Q And what was that discussion about?

A What specifically objects? Mostly it was about the bedroom furniture, such as like the guest bedroom furniture, their bedroom furniture, the living room, like the entertainment stuff, things of that.

Q And what was said that made you believe or led you to believe that he was overstating the value of those items?

A The tone of his voice, his actions, his -- you know, the way that he had talked about the things.

Q Did he indicate to you whether or not he expected money as a result of that insurance claim that he was filling out proof of loss?

A Yes, he did. He expected to get all the money that he had -- the things that he had wanted to replace, he thought that he would get the money to replace them.

Q In the course of that discussion, was it ever mentioned that some of those things didn't exist?

A He never said that none of the things ever existed, no.

MR. LLOYD: Excuse me. I didn't hear the response of the witness.

A He never said that none of the things had existed.

Q Did there come a time when you witnessed a conversation

between the defendant, Ronnie Kimble, and Theodore Kimble?

A Yes.

Q Would you tell the Court about that, please.

A Ted had received a phone call while we were at his house one evening, and he became very upset and would not speak to me about it, and wouldn't speak to anybody about it, for that fact. He immediately left and went over to Ronnie's in-laws' house and got Ronnie to come outside. And I sat in the vehicle while those two conversed quite -- as far as body language goes, they were very upset and angry.

Q And could you hear what was being said?

A No, sir.

Q After the conversation, did you have a conversation with Theodore Kimble?

A No. He remained silent. He was very --

Q Did you ask him anything?

A I didn't ask him. If he -- if he wasn't talking, I wasn't going to force him to talk. I mean, he was upset.

Q Okay. When he got back in the car, what did you say?

A I had basically just asked "Is everything okay?" And he was like, "No." And that was the end of it.

Q Did there come a time when you asked him if the conversation was about Patricia?

A No, I didn't.

Q Do you remember when this occurred?

A I don't remember a date, no.

Q Do you remember what month it was?

A It was mid-November.

Q How long did your relationship with Theodore Kimble last?

A It ended the last of November.

Q And when you say "last of November," are you talking about 1995?

A Correct.

Q During the period of time that you were with him, or had this relationship from late October to the end of November, do you know if he was carrying a handgun?

A Yes, he was.

Q How do you know that?

A We went to an event, and before we went to the coliseum, he had stopped at the -- his place of employment, had the gun in the glove box, and he showed it to me.

Q To your knowledge, did he carry that gun wherever he went?

A He did carry it, not every time that I saw him or -- but he did carry it on a holster.

MR. PANOSH: That would be the substance of the testimony, Your Honor.

MR. LLOYD: Just a few questions, Your Honor.

THE COURT: All right, sir.

VOIR DIRE EXAMINATION by MR. LLOYD:

Q Now, Ms. Johnson, you indicated that you had known my client, Ronnie Kimble, from high school; is that correct?

A Correct.

Q Would you characterize him as an acquaintance? Did you just know him by sight?

A We had spoken before. In fact, he had wanted me to go out with him, but I didn't want to.

Q Okay. And was this sometime when you were in high school --

A Yes.

Q -- that he asked you out?

A Yeah.

Q All right. Had you had any contact, between your high school years and the time that you testified that you saw him on this occasion talking with his brother, Ted?

A I don't understand the question.

Q Had you had any contact with Ronnie Kimble, from your high school years, when he asked you out, in the intervening time, between this time when you saw Ronnie Kimble talking with Ted Kimble?

A No, huh-uh.

Q So you hadn't seen him over all those years?

A No.

Q How much time would that have been, Ms. Johnson?

A I'd say about two, three years.

Q All right. When did you graduate from high school?

A I didn't graduate. I dropped out in '91.

Q All right. So, from '91 until this time in '95, you did not see Ronnie Kimble --

A Right.

Q -- you didn't have any contact with him --

A No.

Q -- is that correct? All right. Now, you indicated to Mr. Panosh on direct examination that when Ted Kimble was talking about what to put down on the insurance claim, he never indicated to you that he was putting down items that just simply did not exist?

A Never indicated that to me at all.

Q All right. And what he said to you was, that he couldn't really remember or did not know when the furniture items were purchased; is that right?

A Correct.

Q All right. And did he tell you that he didn't know when they were purchased, because some of them were items that Patricia had purchased before they were married?

A Some of them were.

Q All right. And so that basically, he had to make a guess, in terms of their age; is that right?

A Correct. But at the time, whenever he was guessing, I



felt like he could have called a family member, such as his mother or -- her mother or someone that might have known. I mean, she -- from my knowledge, she had roommates in the past, and I feel like one of them would have known the exact age of the furniture.

Q Now, you indicated in -- as to the time frame of this conversation between Ronnie and Ted, that you thought that that was sometime in mid-November of 1995; is that right?

A No. It's more like the end of October.

Q End of October. And when -- so this would have been towards the early period, when Ted started to date you; is that right?

A Yes, uh-huh.

Q Okay. So do you know how long you had been dating at that time, when this conversation took place?

A I would say about a week, if that.

Q All right. And you indicated that you went over to the -- to Ronnie Kimble's in-laws; is that right?

A That's what Ted had told me, yes.

Q All right. Did you know the name of the --

A Huh-uh.

Q -- house where this was? And you did not hear any part of their conversation?

A No.

Q Did you actually see Ronnie Kimble at this time?

A Yes.

Q All right. And this conversation took place where, out in the yard --

A Out in the driveway.

Q -- beside the car?

A In the driveway.

Q All right.

A It was at night, but they were talking in front of the Jeep, where the lights were shining.

Q All right. So you were sitting inside the Jeep, the lights are on on the Jeep, and you could see them right out there in front of the Jeep?

A Correct.

Q All right. So they were standing right there at the Jeep; is that right?

A Right.

Q All right. Now, was this at the in-laws' house, or was this at Ronnie's residence, Ronnie's house trailer?

A No. This was at the in-laws' house.

Q All right. Were you familiar with where Ronnie lived at that time?

A Yes, because we went there for supper one night.

Q Okay. Do you recall when that was in your relationship?

A When?

Q Yes.

A It was around mid-November.

Q Okay. Now, you indicated as far as this handgun is concerned, that Ted showed that handgun to you sometime when you went to an event at the coliseum; is that right?

A Yes.

Q And was that the only time that he showed you the handgun?

A That he actually showed it to me, yes. But there was times when he was actually carrying it on his belt --

Q All right.

A -- that I saw it.

Q Okay. But as you indicated on direct examination, he did not always carry that handgun?

A I'm sorry?

Q As you indicated on direct examination, he did not always carry that handgun, did he --

A No.

Q -- when you were -- went out?

A (The witness shook her head from side to side.)

Q And did you all date on a -- did you date mainly on the weekends; is that right?

A Yes.

Q All right. Now, in terms of your relationship, Ms. Johnson, with Ted Kimble, would you characterize that as a

romantic relationship or just a casual dating situation or what?

A It was romantic.

Q Okay. So this was a serious relationship, as far as you were concerned?

A Correct.

Q Were you the one who broke off the relationship with Ted Kimble?

A Yeah. It was a mutual agreement.

Q All right. And what did you and Ted Kimble agree, in terms of ending your relationship?

A That he would see others, and --

Q And that you would see others, as well?

A Right.

Q All right. Did you date any after that time that you had indicated that your relationship ended towards the last of November?

A Did we date, Ted and I?

Q Yes, after that.

A Oh, no. No.

Q All right.

MR. LLOYD: That's all I have, Your Honor.

MR. PANOSH: If I could.

FURTHER VOIR DIRE EXAMINATION by MR. PANOSH:

Q When you said "we lived at the trailer," who are you

referring to?

A We -- they lived at a trailer, and we, Ted and I, went to their trailer to have supper one night.

Q Perhaps I didn't understand you. When you were describing the trailer, you said something about someone living there. What did you say?

A Ronnie and his wife lived in a trailer.

Q And you went there for dinner on at least one occasion?

A Yes, just one.

MR. PANOSH: No further.

THE COURT: Do you wish to be heard?

MR. LLOYD: Well, Your Honor, I'm going to let Mr. Hatfield argue this one.

MR. HATFIELD: Your Honor, I'll make it extremely lengthy. I don't think there's any relevance at all to this case, because she cannot relate the substance of the conversation between Ted and Ronnie. And the only basis for offering a statement between Ted and Ronnie would be if in some way, it showed a conspiracy between the two of them, because that's the State's theory. And because she doesn't know the substance of the conversation, it simply has no bearing on this situation. It is exactly the kind of non-evidence that is likely to mislead the jury, without shedding any light on any of the real issues in the case. If she knew what they said, and if they said something that

tended to show a conspiracy, that would be different, but she doesn't know anything.

And she would like to try to describe Ted's attitude before and after this conversation, but she has no idea what Ronnie's was, nor does she have any idea what Ronnie's demeanor was. So, you know, this is just ships passing in the night, and she would like to tell about it, for whatever her reasons are, but we submit it has no bearing on this case.

THE COURT: The State wish to be heard?

MR. PANOSH: Your Honor, the fact that they entered into a relationship two weeks after the death of Patricia which lasted into November of 1995 is certainly relevant and admissible to contradict the defense' contention that they -- that Patricia and Ted had a loving and normal relationship. That's just not a normal thing to occur immediately following the death of your wife who you've only been married to for 22 months.

The fact that she witnessed him putting down information on an insurance form which was not accurate is consistent with the State's theory that he was trying to get everything he could out of the insurance as a result of that death and the fire.

Now, the fact that she witnessed a heated discussion between Ted and Ronnie shows a continuing

relationship between Ted and Ronnie right after the death of Patricia.

The fact that Ted can go through the house and describe where his wife's body was and not be upset, but yet, he gets very upset when he talks about not getting the insurance money, fits right in with the State's theory that he didn't care about his wife, he had his wife killed. He cared about the money.

MR. HATFIELD: I'd like to say one more word, since I didn't know what --

THE COURT: Wait a minute, until Mr. Panosh is through.

MR. HATFIELD: All right. I thought he was through.

MR. PANOSH: The fact that he carried a gun on a continuous basis fits in with the State's theory that he carried that gun, State's Exhibit 84, up until the death of Patricia on a continuing basis. And that gun shouldn't have been in that house when she was killed or when that fire occurred. And we feel that's strong circumstantial evidence which supports our theory that he passed that gun to Ronnie just prior to her death.

The fact -- the very fact that she was kept out of the conversation shows that there is a relationship between Ronnie and Ted which they want to keep secret, and that

feeds into our conspiracy theory.

Thank you.

MR. HATFIELD: All right.

THE COURT: Mr. Hatfield?

MR. HATFIELD: First of all, Your Honor, there is no evidence that Ted Kimble passed a gun to Ronnie Kimble at any time, and Mr. Panosh knows that. So he -- I'm sure he'll be telling the jury that sort of thing when everyone else in this courtroom has sat down and has finished saying whatever they can say about this case. But nevertheless, he has no evidence to support that.

Now, with regard to her observations of Ted's demeanor when he was looking at the house and things like that, that -- I didn't object to that. I understand that the Court is going to allow a certain amount of description of Ted's mental state before and after the alleged crime occurred, and I didn't object to it. What I object to is, her talking about a conversation that she was not a party to. And that was not a conversation as was just asserted to the Court that was simply between Ted and Ronnie, if it even happened at all. It happened at the Stumps' house. They are defense witnesses. They obviously were present, also. So it wasn't a secret communication. It -- they would like to say that it's a secret communication, because the contents of the communication are unknown. But if I happen



to see two people having a conversation and I can't hear what they say, that doesn't mean that their communication is necessarily secret. It just means, I don't know what they said.

She went over there with Ted apparently. He went and spoke to Ronnie for a minute, at Ronnie's mother-in-law and father-in-law's house. Presumably they were also present. We don't know what was said. And it is highly prejudicial to let her tell about this sort of thing, because she's got some sort of bad feelings toward Ted. But of course, Your Honor, she has no bad feelings toward Ronnie, because she doesn't even know him.

So what -- I don't know what Your Honor will allow, in terms of the overall testimony that she gives, but I specifically object to her being allowed to describe a conversation that she does not know the contents of. And she also doesn't know the demeanor of Ronnie, and he's the one on trial. And if she's going to tell about a conversation she doesn't know the contents of, describe the demeanor of Ted, who she had a love affair with for a month right after -- you know, Your Honor, she's just as guilty --

MR. PANOSH: We object.

MR. HATFIELD: -- of engaging in --

THE COURT: Well, sustained.

MR. HATFIELD: -- a love affair after Patricia

died. She said she knew Patricia. She just -- it's just as --

THE COURT: Well, the Court's going to --

MR. HATFIELD: -- offensive that she --

THE COURT: -- sustain the objection as to --

MR. HATFIELD: -- would do this as it is that he.

THE COURT: Mr. Hatfield --

MR. HATFIELD: Yes, sir.

THE COURT: -- I don't mind hearing you on the other, but I don't --

MR. HATFIELD: Okay. I take -- I'll stay clear of that. You've heard what we object to, and we would appreciate it if you would consider it.

Thank you, Your Honor.

THE COURT: All right. The Court's going to rule that the evidence given -- that will be given by Janice Johnson is relevant, and that the probative value would outweigh any prejudicial value, with the instruction by the Court about the conspiracy.

Bring them back.

(The jury entered the courtroom at 11:23 a.m.)

THE COURT: Again, members of the jury, as to this witness's testimony, the Court would admonish you that you must again remember that this evidence may be considered against Ronnie Kimble only if you should find there was a

conspiracy, that he was a co-conspirator with Ted Kimble, and the State has satisfied you beyond a reasonable doubt that there was a conspiracy.

Proceed.

JANICE LYNN JOHNSON, having been previously duly sworn, testified as follows during DIRECT EXAMINATION by MR.

PANOSH:

Q Would you state your name for the ladies and gentlemen of the jury, please.

A Janice Lynn Johnson.

Q And Ms. Johnson, did you know Ronnie Kimble, the defendant?

A Yes, I do.

Q How do you know him?

A From high school.

Q And did you also know Theodore Kimble, his brother?

A Yes.

Q Did you know Patricia Kimble?

A Yes.

Q And how did you know Patricia?

A I knew her from South Elm Street Baptist Church.

Q Did there come a time shortly after the death of Patricia Kimble when you started to see Ted Kimble?

A Yes.

Q When did you start to see him?

A About three weeks after.

Q And how long did your relationship last?

A About a month.

Q And during that period of time, did there come a time when Ted took you to the home that -- in which Patricia died?

A Yes.

Q What was the state of the home at that time? What condition was it in?

A There were no walls, and the floors were bare.

Q Okay. These jurors at the very end need to hear you. If you could keep your voice up, please. What was the state of the home?

A There were no walls, and the floor was bare. No carpet or anything.

Q Was it being repaired?

A It didn't appear to be in repair. It just -- it was stripped.

Q Okay. Was the hole still there in the hallway?

A Yes.

Q And what did Theodore Kimble do and say at that time?

A He pointed over to the hole and said, "That's where her body laid." And he continued going through the house, as if he was looking for something.

Q Specifically, where did you see him go?

A I assume it's a bedroom. He went into the bedroom or -- and he went and jumped down into a hole that was in the floor.

Q He jumped into the hole in the floor?

A Not where the -- not -- you know, there was like no floor, and then he jumped into that, kind of looking underneath the house.

Q And when he described to you where Patricia's body was, what emotions did you notice, if any?

A None.

Q At that time, and subsequent to that time, did you and he discuss the insurance that he expected to receive, insurance proceeds?

A We never discussed the amounts of -- or not the amounts, the -- he was very angry that he wasn't getting the amount that he wanted at the time.

Q What did he say?

A He said that he felt that he needed the money and he was going to get the money.

Q Did there come a time when you witnessed him filling out certain forms in regards to the insurance -- the application for insurance proceeds?

A Correct.

Q And what, if anything, did you notice about that?

A I noticed that he was having trouble remembering the

age of the furniture, and the equipment, as far as with the entertainment systems. He was guessing as to the ages. He was guessing them to be older or younger. It seemed that he was trying to get the most out of what he could.

Q What, if anything, did he say?

A He says that "How are they going to know what the age of this stuff is, or what the value of this stuff is?" the objects.

Q Did there come a time when you witnessed a conversation between Theodore Kimble and Ronnie Kimble, the defendant?

A Yes.

Q Would you tell the jury about that, please.

A I was at the house whenever Ted received a phone call, and he seemed very upset about the phone call. He had picked up his things and was going out of the house, to meet with Ronnie. When we got to the house, he got Ronnie outside alone, and him and Ronnie had conversed very -- from the body language, I couldn't tell what the conversation was. He wouldn't speak to me directly about it. He was very upset. When we got there, he conversed with Ronnie, and they were very antsy -- I -- you know, upset, about what had happened with the telephone conversation.

Q You said you were at the house when the telephone call came in. What house was that?

A The Kimbles' household.

Q And when you say "the Kimbles' household," which one are you referring to, which --

A His parents' house.

Q And is that where he was living at the time?

A Yes.

Q And who was living there with him, if you know?

A Him and his mother and his father.

Q And you said you went to another residence. Which residence was that?

A The in-laws of Ronnie Kimble.

Q Do you know their name?

A I don't know -- I don't know the last name.

Q And you described a conversation. Where did that conversation take place?

A Out in front of the vehicle. It was at nighttime, so it was -- they were standing with the headlights as their light.

Q Who was present for that?

A Just Ted and Ronnie.

Q Was this in the driveway area; is that what you're --

A Yes.

Q -- indicating?

A Uh-huh.

Q Beside being able to say that they were very animated, what did you notice about the discussion?

A That Ted was very upset with the -- with, like I said, with the phone call, and wouldn't speak with me about it.

Q Did you try to speak to him about it?

A No, I didn't further -- I didn't further push him, as far as what was going on.

Q During the period of time that you and he dated, what, if anything, you did notice about Ted carrying a gun?

A He kept it with him quite more often than I would expect someone to.

Q And specifically, where did he carry it?

A He carried it in the glove box -- I mean, not the glove box, but the center console, and also on his hip, with a holster.

Q And that relationship lasted from basically early November to the -- I'm sorry, early November to the end of November --

A Yes.

Q -- is that correct?

A Or the last of October to the later part of November.

Q And when you say "last of October to November," is that 1995?

A Yes.

Q And would you describe that relationship as being a romantic relationship?

A Yes.



Q And what was the reason that that relationship stopped?

A It was a mutual agreement to see others.

Q Who was to see others?

A Him and I both were to see others.

MR. PANOSH: No further questions. Thank you, ma'am.

MR. LLOYD: Just a few, Your Honor.

CROSS-EXAMINATION by MR. LLOYD:

Q Now, Ms. Johnson, you've indicated that you knew Patricia Kimble from the South Elm Street Baptist Church; is that right?

A Correct.

Q Were you a member there?

A Right.

Q Okay. So you had known her during the course of your membership?

A Yes.

Q And how long had you been a membership -- a member there?

A I'd say about a year.

Q And I believe you told Mr. Panosh that this relationship that you engaged in with Ted Kimble you described as a romantic relationship?

A Correct.

Q All right. And at some point, you considered that a

relatively serious relationship; is that right?

A Yeah.

Q But the relationship ended, upon mutual agreement for both of you to see other people; is that right?

A Correct.

Q All right. Now, would you describe your association with Patricia Kimble as being an acquaintance, a friend or what?

A Acquaintance.

Q All right. Were you in the same Bible study classes with Patricia?

A No.

Q All right. Now, directing your attention to this argument that you say you witnessed -- or not argument, but discussion that you say you witnessed between Ted and Ronnie Kimble, you were sitting in Ted Kimble's Jeep at that time; is that right?

A Correct.

Q All right. And this took place at Ronnie Kimble's in-laws' house; is that right?

A Yes.

Q All right. And Ted and Ronnie stood in front of the Jeep, the lights were on the Jeep; is that right?

A Yes.

Q All right. So the engine was still running --

A Yes.

Q -- is that correct? And they stood directly in front of the Jeep, and they had some sort of conversation, in which you indicated that, I believe your description was that Ted Kimble at least was antsy; is that right?

A Correct.

Q All right. This was a relatively short conversation, was it not?

A Correct.

Q All right. And after the conversation, Ted got back in the Jeep?

A Yes.

Q All right. And Ronnie, I assume, went back inside; is that correct?

A Yes.

Q All right. And you all went ahead and went on with your date, were you going to dinner or --

A No. Afterwards, we went on back to the house and I left to go home --

Q All right.

A -- because he was --

Q And you did not hear any part of the conversation?

A No, sir.

Q But you were not specifically excluded from the conversation, Ted said -- never said to you "I don't want

you listening in on this conversation" or anything like that, did he?

A He said, "Stay there."

Q All right. Okay. Stay there in the --

A In the car.

Q -- car. And there was no place for you to go, was it?

A Other than standing there and listening to the conversation would be outside.

Q Okay. There wasn't -- they never went inside the house at any time, did they?

A No.

Q All right. So -- and you don't know what they were discussing at this time?

A No.

Q You don't know whether they were discussing -- Well, let me ask you this, Ms. Johnson. When Ted Kimble made the telephone call, he made no attempt to hide the fact from you that he had spoken on the phone to his brother, Ronnie; is that right?

A I didn't have knowledge of any -- of who he'd spoken to or who the phone call came from.

Q Okay. But he told you that he was going over to see his brother, Ronnie?

A Right.

Q That they were going over to Ronnie's in-laws' house?

A Right.

Q So he didn't make any attempt to hide that from you, did he?

A No.

Q All right. And he was very open about that, and he said, "That's where we're going?"

A Well, he said, "We're going to go get Ronnie."

Q Okay.

A I mean, I didn't know --

Q But you knew who Ronnie was?

A Yeah.

Q All right. Now, you had indicated that you had known Ronnie at sometime in high school; is that right?

A Correct.

Q All right. And the last time that you saw Ronnie was in 1991; is that correct?

A Correct.

Q All right. And this was, of course, in -- what did you say, in terms of the time frame here? This was in October or November? In November of 1995?

A That I saw him again?

Q That this conversation took place.

A Yes, November.

Q All right. And the fact of the matter is, Ms. Johnson, you don't know whether this conversation regarded some sort

of insult that Ronnie had made towards Ted, you don't know what it involved, do you?

A No.

Q All right.

MR. LLOYD: That's all I have, Your Honor.

REDIRECT EXAMINATION by MR. PANOSH:

Q You were asked whether you would characterize this as a discussion or an argument, and I didn't hear your answer.

MR. LLOYD: Well, objection, Your Honor. I never asked her that.

THE COURT: Sustained.

Q Would you have characterized this conversation as a discussion or an argument?

A I would say a discussion, but it was a heated discussion.

Q And you said you left that night. Why did you leave?

A Because Ted was angry and wouldn't speak, and I didn't feel like being around someone who was angry for reasons I didn't know.

MR. PANOSH: No further questions.

THE COURT: Step down, ma'am.

(The witness left the witness stand.)

MR. PANOSH: I believe we can handle the next matter at the bench, Your Honor.

THE COURT: All right, sir.

(The following proceedings were had by the Court and all three counsel at the bench, out of the hearing of the jury.)  
(Mr. Panosh handed an exhibit to the Court, and time was allowed for the Court.)

THE COURT: Well, this is just the estate file.

MR. PANOSH: It just shows where the money went.

THE COURT: Okay. You're entitled to show that. They're entitled to show that.

MR. HATFIELD: Well, there's stuff in there that shouldn't be shown.

THE COURT: Well, what is it, sir?

MR. PANOSH: I didn't hear what they said.

THE COURT: He says there are some things in there that shouldn't be shown. I don't know what they are.

MR. PANOSH: If you want to take it out, you can take it out. This is the file. I didn't take anything out.

MR. LLOYD: Well, are there two or three pages that succinctly show where the money went?

THE COURT: I don't know.

MR. LLOYD: I mean, I --

MR. PANOSH: Tell me what you object to. I'll probably take it out.

MR. LLOYD: Well, if in fact --

THE COURT: It's a court file.

MR. LLOYD: I understand that, Your Honor.

MR. HATFIELD: It's just not relevant.

MR. LLOYD: Yeah, that's --

THE COURT: Well, it is relevant, from the standpoint of the aggravating factor of pecuniary gain. He's entitled to show where the money went.

MR. HATFIELD: He didn't gain any money.

THE COURT: Well, he --

MR. LLOYD: Well, then, let's put in the pages that show where the money went, Your Honor.

THE COURT: Look at it and see.

MR. LLOYD: It's Mr. Panosh's document. I don't understand it. I'll be honest.

THE COURT: Well, go through it. It's what's filed downstairs.

(Time was allowed for the Court to review the exhibit.)

THE COURT: Contents of the box, safe deposit box.

MR. LLOYD: Well, does that show where it went?

THE COURT: It just shows what was in there.

MR. LLOYD: All right.

THE COURT: Bill of cost, appoint public administrator, petition, application he files, she files, letters issued for the public administrator, publication, notice to creditors, extension of the payment of cost, application and petition for additional time, public administrator, 90-day inventory.



(The Court showed the exhibit to Mr. Lloyd.)

THE COURT: There's a vacant lot, timeshare apartment.

MR. LLOYD: Does it tell where it went?

THE COURT: There's the account there that shows what the list -- (Indicated.) It's a trust account.

MR. PANOSH: I can tell Your Honor basically --

THE COURT: There's where the proceeds, disbursements, funeral bills, creditors' court cost appraisal. There's the insurance collected, \$168,000.

MR. LLOYD: But it didn't -- it doesn't show where it went. Says it was received from.

THE COURT: It's just in the estate.

MR. LLOYD: All right.

THE COURT: It just shows where it got it.

MR. LLOYD: All right.

MR. PANOSH: The estate isn't going to be settled until the criminal matters are settled.

MR. LLOYD: Okay.

THE COURT: Says the estate is open until this case is completed.

MR. LLOYD: All right.

THE COURT: Additional time to administer, accounting. Letter. That's already in evidence, about the contents of the house. The checks cashed.

MR. LLOYD: Uh-huh.

THE COURT: Deed to the -- checks in both their names, the townhouse in -- property's in both their names, ID, where she got the property, title to the car, Subaru, boat.

MR. HATFIELD: Patrick Pardee and Ted Kimble's signature.

THE COURT: Both of them are on there. Signatures on the boat. There's a check to pay for the boat. What's that \$1,000 from her for?

(The Court showed a document to Mr. Panosh.)

MR. PANOSH: That's part of the payment on the boat.

THE COURT: Title to the boat, looks like to the Cherokee. That's the -- that's all there is in there. I don't see anything in there that's objectionable.

MR. LLOYD: Well, I just would -- if we're dealing with a document, and let them take it back there, there's no telling what they're going to make of it.

THE COURT: Well, it's already filed. What's the basis of your objection?

MR. LLOYD: Well, first of all, I question the relevance of it, Your Honor.

THE COURT: Well, it's relevant because it shows the assets of the estate --

MR. LLOYD: All right.

THE COURT: -- where they came from.

MR. LLOYD: And -- I mean, that's my basic objection.

THE COURT: Well, I'm going to overrule you. Move on.

MR. LLOYD: All right.

MR. PANOSH: Your Honor, I'd like to mark the affidavit as 104-A. I don't think that needs to go to the jury. I just think it needs to be in the record.

THE COURT: Okay.

MR. PANOSH: And that's all the evidence for today, Your Honor.

THE COURT: All right.

MR. PANOSH: If you wanted to use the time to pass the evidence, or do you want to go into the hearing, I don't -- whatever suits Your Honor.

THE COURT: Let's have the hearing.

MR. PANOSH: Okay.

THE COURT: Move the introduction?

MR. PANOSH: Yes, sir.

(Proceedings continued in open court.)

MR. PANOSH: Your Honor, we would seek to introduce State's Exhibit 104, the estate file of Patricia Blakley Kimble, and 104-A, for the record, the affidavit of

the attorney in charge of the estate.

MR. LLOYD: We'd object, Your Honor, on the relevancy ground --

THE COURT: The Court'll allow --

MR. LLOYD: -- and hearsay.

THE COURT: -- the introduction. The Court has ruled at the bench conference on these matters. The Court'll allow their introduction into evidence.

I believe that completes your evidence for this morning, Mr. Panosh?

MR. PANOSH: Yes, Your Honor, that's what we had planned for this morning.

THE COURT: Members of the jury, this will complete the evidence for this session, and you'll be due back Monday morning. And court usually begins on Monday morning at 10:00 o'clock, and the reason for it is, because there are lot of courts organizing and functioning here. So you'll need to be back Monday morning at 10:00 o'clock, rather than 9:30. Please report to the jury room.

Again, please very carefully remember the jury responsibility sheet. Do not discuss this case among yourselves, your family or friends. I know they're going to ask you about this case this weekend. You can simply tell them you're a juror. That's the extent of what you can tell them. If they start discussing the case in your presence or

talk about the case, you'll need to move away immediately and not listen to those conversations. Do not read, watch or listen to any news or media accounts. Have your family lay it aside, if you wish to look at that after the trial's completed.

Does everyone understand these instructions?

(Jurors nodded their head up and down.)

THE COURT: Well, have a nice weekend. I'll see you Monday at 10:00.

(The jury left the courtroom at 11:48 a.m.)

MR. LLOYD: Your Honor, while Mr. Hatfield's looking over some additional items that Mr. Panosh has -- with the last exhibit, I'd just like to bring up a housekeeping matter.

THE COURT: All right, sir.

MR. LLOYD: If we could get some sort of guidance on when Mr. Panosh projects that he would be finished. We've got at least one out-of-state witness that we have to have some lead time, so he can make arrangements to travel here.

THE COURT: Mr. Panosh, do you have any projection as to when the State might finish its evidence in the sentencing phase -- I mean the guilt or innocence phase?

MR. PANOSH: Your Honor, we also have out-of-state witnesses, and it depends to some extent on their schedule.

I anticipate Wednesday or Thursday.

THE COURT: Mid-week?

MR. PANOSH: Yes, sir.

MR. LLOYD: Thank you, Mr. Panosh.

THE COURT: Okay. I believe we have another matter we need to take care of at this point?

MR. PANOSH: Yes. This relates back to our conversation at the bench, Your Honor. When I picked up the packet, I didn't pick up the second packet, which reveals the sale of the house, which is also part of the estate. Counsel is reviewing that now. There's a large part of it that has to do with the appraisal and things like that, that need not be included, unless counsel wants them in.

MR. HATFIELD: If so, would you just include this?

(Mr. Hatfield handed documents to Mr. Panosh.)

MR. PANOSH: Let me see what you want excluded.

MR. HATFIELD: Well, just the summonses, this petition.

(Mr. Hatfield and Mr. Panosh conferred.)

MR. PANOSH: Your Honor, I can mark those things that he doesn't want in the record as 106, and I'll agree that they go in the record and not be passed to the jury.

THE COURT: All right, sir.

MR. PANOSH: And we're marking as 105 those portions which they've agreed are relevant, is that correct

--

MR. LLOYD: Well, Your Honor --

MR. PANOSH: -- that you don't specifically object to?

MR. LLOYD: Yeah, we don't ask to be heard. We don't waive our official objection, but we don't ask to be heard on this. Obviously the Court's ruling is going to be the same as it was.

THE COURT: All right, sir.

MR. PANOSH: Your Honor, the next matter is, that the State intends to introduce in its case in chief next week statements of the defendant -- the codefendant, Theodore Kimble. And those would include declarations against penal interest through at least two witnesses.

Your Honor's aware that for them to be admissible under the hearsay exception, the declarations against penal interest, the Court has to make a determination as to whether the defendant -- the codefendant, Ted Kimble, is available or unavailable, that is, whether he is exercising his privilege or not. At this time, we'd ask you to conduct a hearing, to determine whether or not Theodore Kimble is exercising his privilege. And I believe his counsel are present.

THE COURT: Counsel for the defendant present?

(Mr. Robert McClellan of Greensboro and Mr. John Bryson of

High Point came forward.)

MR. McCLELLAN: Yes, Your Honor. May we approach the bench?

THE COURT: Yes, sir.

MR. PANOSH: Your Honor, it has to be on the record, so --

MR. McCLELLAN: That's fine.

MR. PANOSH: Is there a reason that we need to approach?

MR. McCLELLAN: I would prefer to start that, since we've not been part of this case.

THE COURT: Well, we're going to do it in open court, for the record.

Bring him in.

The defendant's got to be here.

Okay. This defendant, Mr. Panosh, and --

Excuse me. Mr. Hatfield and Mr. Lloyd, if you'll kindly move back with your client --

MR. LLOYD: Yes, sir.

THE COURT: -- back. Let the other counsels have the table for the time being, please.

MR. HATFIELD: Yes.

(Mr. Hatfield, Mr. Lloyd and the defendant complied.)

THE COURT: You'll need another chair over here for the defendant.



Are they bringing some other officers down from the bailiffs' station?

THE BAILIFF: They're coming.

THE COURT: All right.

(The codefendant, Ted Kimble, entered the courtroom at 11:59 a.m.)

THE COURT: Ready to proceed?

MR. PANOSH: Yes, Your Honor.

THE COURT: Call your witness.

MR. PANOSH: Theodore Kimble, please.

MR. McCLELLAN: May I stand with the witness, Your Honor?

THE COURT: Sir?

MR. McCLELLAN: May I stand beside the witness chair at this time?

THE COURT: You may stay where you're at.

THEODORE MEAD KIMBLE, being first duly sworn, testified as follows during VOIR DIRE EXAMINATION by MR. PANOSH:

Q Would you state your name, please, sir.

A Theodore Mead Kimble.

Q And you are also charged in this matter?

A Yes, sir.

Q Do you intend to testify?

A No, sir.

Q Do you intend to invoke your Fifth Amendment privilege?

(The witness took a piece of paper out of his pocket.)

A Yes, sir. Upon the advice of my counsel, I must respectfully decline to answer any questions, based upon the rights guaranteed to me by the United States and North Carolina Constitutions relating to the privilege against self-incrimination.

MR. PANOSH: No further.

THE COURT: Questions, counsel?

MR. McCLELLAN: No questions, Your Honor.

THE COURT: Okay. You may step down, sir.

(The witness left the witness stand.)

THE COURT: Anything else for the State at this point?

MR. PANOSH: Your Honor, we would ask that you find that this witness is unavailable, in that he has exercised his privilege as defined under 804(a)(1).

THE COURT: Counsel, you wish to be heard?

MR. McCLELLAN: If Your Honor please, I don't know that -- if that's the case, I believe counsel would be arguing perhaps on behalf of Ronnie Kimble, or should I argue? We're not raising any issues with that.

THE COURT: Do you wish to be heard on his invoking the Fifth?

MR. McCLELLAN: No, Your Honor.

THE COURT: All right. The Court would find that

the witness Ted Kimble was brought to the witness stand, placed under oath, and in response to questions by the district attorney, invoked his right against self-incrimination, by invoking the Fifth Amendment. And the Court, based upon this, would find that the -- conclude that the witness Ted Kimble is unavailable as a witness, and is exempted on the ground of privilege from testifying in this matter, based upon his invocation of the Fifth Amendment right. And the Court would find this exception to the hearsay rule.

You may take him back.

MR. McCLELLAN: Thank you, Your Honor.

(The codefendant, Ted Kimble, left the courtroom at 12:02 p.m.)

THE COURT: Is that it, sir? Do you have another witness?

MR. PANOSH: Excuse me?

THE COURT: Is that it?

MR. PANOSH: That's all for this week, Your Honor.

THE COURT: All right.

Court will stand in recess until 10:00 a.m. on Monday, sheriff.

(A recess was taken at 12:03 p.m., until 10:00 o'clock a.m. Monday, August 17, 1998.)

\* \* \* \* \*

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## THOMAS S. ROUTH

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THEODORE MEAD KIMBLE

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E X H I B I T S

<u>STATE'S EXHIBITS</u>	<u>IDENT.</u>	<u>INTRO.</u>
101. Letters **	776	777
102. Check	777	777
103. Check	777	777
104. Copy of Estate File	845	846
104-A. Affidavit	845	846
105. Estate Documents	848	849
106. Estate Documents	848	848

\*\* Duplicate Exhibit Number

NORTH CAROLINA  
GUILFORD COUNTY

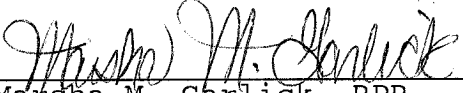
IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 97 CrS 23654  
FILE NO. 97 CrS 39580  
FILE NO. 98 CrS 23485

STATE OF NORTH CAROLINA )  
 )  
 v. )  
 )  
RONNIE LEE KIMBLE )

C E R T I F I C A T E

I, Marsha M. Garlick, Official Superior Court Reporter, Eighteenth Judicial District, do hereby certify that the foregoing 85 pages constitutes the complete and accurate transcript of my stenograph notes of the proceedings in this matter on August 14, 1998, at the August 3, 1998 Regular Criminal Session of Superior Court, Guilford County, North Carolina, and were transcribed by me personally.

This the 21st day of November, 1998.

  
\_\_\_\_\_  
Marsha M. Garlick, RPR  
Official Superior Court Reporter

Transcript Ordered: September 8, 1998  
Transcript Delivered: November 30, 1998