



LOU CONTRALTO

- EXHIBIT 5
- EXHIBIT 6

ABBY

LESLIE

MARIA



ARTICLE VIII. HEARSAY

RULE 801. DEFINITIONS THE FOLLOWING DEFINITIONS APPLY UNDER THIS ARTICLE:

(A) STATEMENT -- A STATEMENT IS AN ORAL OR WRITTEN ASSERTION OR NONVERBAL CONDUCT OF A PERSON, IF IT IS INTENDED BY THE PERSON AS AN ASSERTION (B) DECLARANT -- A DECLARANT IS A PERSON WHO MAKES A STATEMENT.

(C) HEARSAY -- HEARSAY IS A STATEMENT, OTHER THAN ONE MADE BY THE DECLARANT WHILE TESTIFYING AT THE TRIAL OR HEARING, OFFERED IN EVIDENCE TO PROVE THE TRUTH OF THE MATTER ASSERTED.

Rule 802. Hearsay Rule Hearsay

is not admissible, except as provided by these rules.

Rule 803. Hearsay Exceptions, Availability of Declarant

Immaterial The following are not excluded by the hearsay rule, even though the declarant is available as a witness: (1) Present sense impression -- A statement describing or explaining an event or condition made while the declarant was perceiving the event or condition, or immediately thereafter.

EXHIBIT 5

Agreement between Frost and Freeman

this agreement was made and sign in 2007

this specifies what would happen with the other

partners half of the business in case of the death

f a partner

Exhibit F

PARTNERSHIP CROSS-PURCHASE WITH BUY-SELL AGREEMENT

This Agreement is made this 15, 2007, by and between Willy A. Freeman and Denis Frost,

WHEREAS, the above named individuals are partners doing business under the firm name of Shelton, LLP at 4000 Kirkwood Highway, Irving, CA, the respective partnership interests of the partners being divided equally; and

WHEREAS, the partners desire to ensure the continuity of harmonious management of the partnership by providing for the purchase of a partnership interest by the other partner in the event a partner dies;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is agreed by and between the parties as follows:

FIRST: Upon the death of a partner, the surviving partner shall purchase and the legal representative of the estate of the deceased partner shall sell to such surviving partner, the partnership interest owned by the deceased partner for the price established in accordance with the provisions of the SECOND and FOURTH article.

SECOND: Unless and until a new value is established as herein provided, the value of the respective partnership interest of the partners for purposes of this agreement is \$100,000 each. At the end of each fiscal year, the partners shall agree upon the value of their respective shares. If the partners have not made such determination within two years of the death of a partner, an independent certified public accountant shall determine the value of the deceased partner's interest.

THIRD: In order to assure the availability of funds for the purchase of the partnership interest of a partner by the other partner, the partnership has purchased insurance on the lives of each partner. The partners may purchase additional insurance as Deemed necessary.

FOURTH: Upon the death of a partner, the other partner may immediately collect the proceeds of the policy on the life of the deceased partner. If the proceeds of all the policies on the life of the deceased partner are not sufficient to purchase the deceased partner's interest, the surviving partner shall be obligated to pay the remaining balance to the deceased partner's estate. If the proceeds of all the policies on the life of the deceased partner are in excess of the purchase price of the deceased partner's interest, the surviving partner shall be entitled to any excess funds.

Upon payment of the purchase price of the partnership interest of the deceased partner the legal representative of the estate of the deceased partner shall execute and deliver to the surviving partner such instruments as shall be necessary to transfer complete title to the surviving partner.

IN WITNESS WHEREOF, the partners have executed this agreement the day and year first hereinafter written.

Denis Frost _____

Willy A. Freeman _____

LOU CONTRALTO STATEMENT

- Lou Contralto Statement

he agreed to make a statement about Frost because he had a deal with the prosecutor would drop charges about Loan Sharking as long as he said the truth



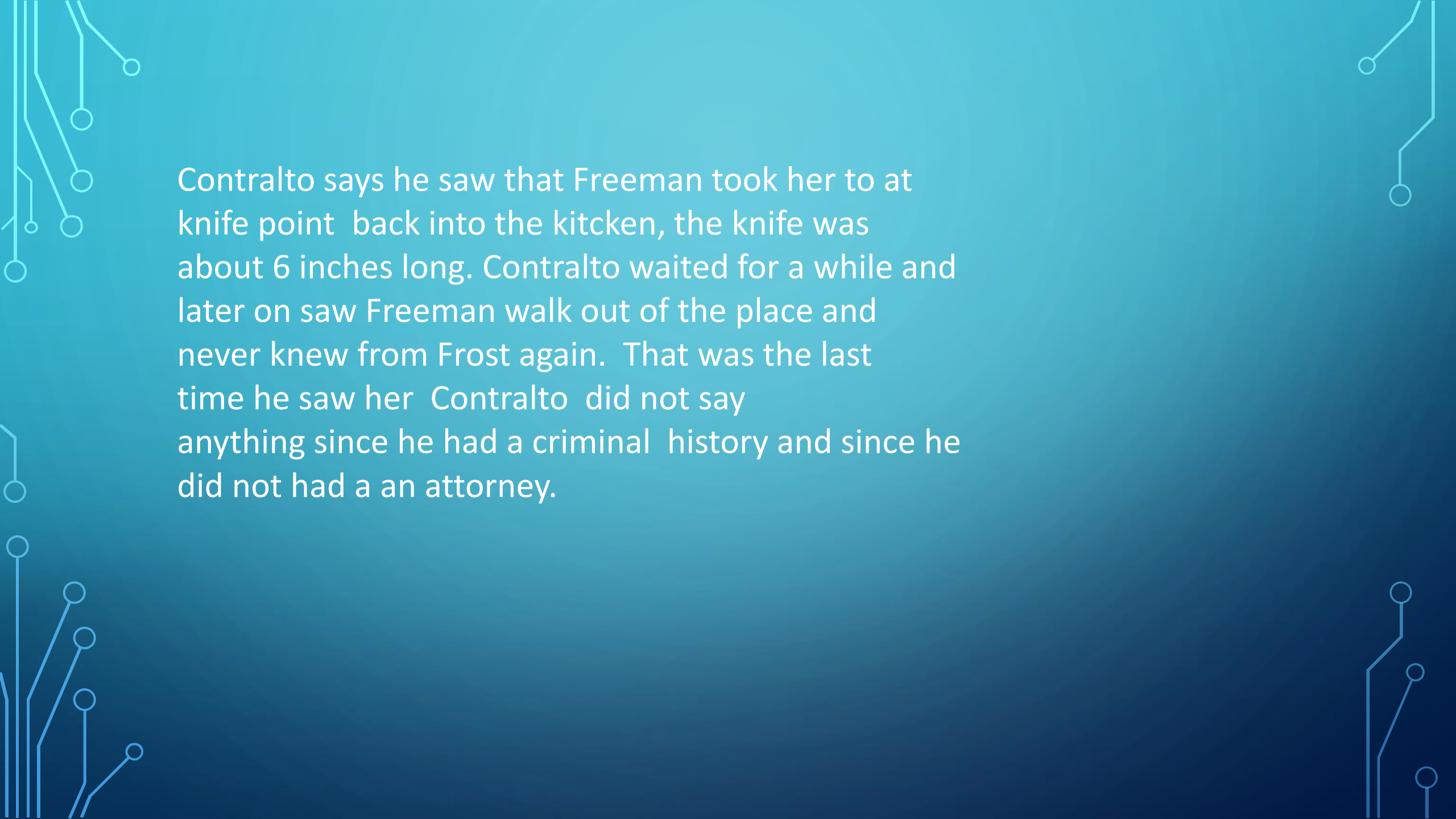
- Lou Contralto Statement
he agreed to make a statement about Frost because he had a deal with the prosecutor would drop charges about Loan Sharking as long as he said the truth

CONTRALTO

- Lou Contralto stated in his statement that on the day of what is known to be the last time that anyone saw Frost alive, she was in the alley that has the kitchen door that lead to it. He saw her smoking and since it was late he believed everyone was gone.

CONTINUATION

- Contralto says that he saw that Freeman, was very angry when he walked out if the kitchen door that led to the alley
Contralto heard a bit of the conversation but since he was from a far distance he just hear that Freeman say that she had ruined the business

The background is a dark teal gradient. In the corners, there are decorative white line-art elements resembling circuit boards or neural networks, with lines connecting to small circles.

Contralto says he saw that Freeman took her to at knife point back into the kitchen, the knife was about 6 inches long. Contralto waited for a while and later on saw Freeman walk out of the place and never knew from Frost again. That was the last time he saw her. Contralto did not say anything since he had a criminal history and since he did not had a an attorney.

HOMICIDE LOCATED IN SHALLOTS RESTAURANT, IRVING.

*Body located in a locked cooler

Investigating report by Officer J. Riggs

In the investigating report are.....

- * The victim – Frost, Devin (deceased)
- * Freeman, Willy – Partner in Business with the victim Frost, Devin (Deceased).
- * Contralto, Lou – The Loan Shark
- * Gallo, Georgia--- Restaurant cook
- * Moore, Les---- Forensic Accountant



Incident Information			
Case # 071023-14		Officer J. Riggs	
Date of Investigation 03/23/10	Time 08:30 am		
Location of Incident/Street Address 4356 Kirkwood Hwy: Shallots Restaurant	City Irving	County Edgewater	
Type of Incident/Crime/Description of events Homicide – Body located in locked cooler			
Persons Involved (full and complete name known)			
Victim – Devin Frost (deceased) DOB: 05/13/82 Female 4'11" 102 lbs			
Vehicle Information N/A	Make/Model/Year/Color/Style/etc. N/A	License # N/A	State N/A
Investigation Report			
<p>03/23/10 08:00 - Called to the scene by patrol officer of Irving Police Dept. because suspected organized crime hit. Victim's body discovered lying on floor of restaurant's cooler by restaurant cook, Georgia Gallo.</p> <p>03/23/10 08:30 – Arrived on scene. Controlled and assessed scene. Diagram of restaurant attached. Body does not appear to have been moved or compromised. Victim appears to have died from hypothermia; the body is pale and waxy. There appears to be no recent outward signs of physical trauma to victim or evidence of physical disturbance in cooler. Will wait conclusions of autopsy. Body lying on floor of restaurant cooler next to bacon strips spelling "Killer – L." Victim holding an additional bacon strip in hand next to bottom of last letter – appears to intend to spell letter "L." Victim shows some signs of non-recent physical trauma – ¼" round burn mark on inside of right wrist; bruising on neck consistent with someone grabbing her at neck. No evidence of break-in at restaurant. Nature of death, use of cooler, is consistent with mob hit.</p> <p>03/23/10 09:20 - Interviewed Gallo and other kitchen staff. Victim is co-owner of restaurant. Witnesses state victim's body had not been moved prior to my arrival. Gallo arrived at restaurant through kitchen back door at 07:15. No sign of disturbance noted by witness. Approximately 15 minutes later, Gallo unlocked door to cooler and discovered body, then called 911. Only Gallo and restaurant owners, Devin Frost and Willy Freeman have keys to lock for doors to restaurant and cooler. Lock is new to cooler and staff. Some inconsistency in remembering to lock cooler at the end of the day. Gallo and kitchen staff do not know who would want to harm Frost. Witnesses suspected Frost had a gambling problem and owed money to loan sharks. Kitchen staff observed Lou Contralto lurking in the alley across the street frequently, and most recently on Saturday, March 20th. Victim was seen and heard from last on Saturday evening at Shallots up until closing time.</p>			

03/23/10 10:00 – Interviewed Willy Freeman, co-owner of Shallots. Freeman last saw Frost at 20:30 on March 20th at Shallots. Freeman typically handled menu selection, worked with vendors to order food products, and assisted with some food preparation. Frost occasionally made menu suggestions, but was primarily in charge of bookkeeping and business management. However, according to Freeman on Saturday, she had stayed behind to make notes to chef for following week's menu. No such notes located. Frost was going to look at inventory in cooler and then intended to padlock cooler door. Freeman states cooler door was unlocked when he/she left. Freeman had recently purchased a padlock for cooler, due to concerns of employee theft. Keys for restaurant and cooler padlock were distributed only to Gallo, Frost and Freeman. As Freeman was leaving the restaurant, he/she noticed a person standing in the shadows in the alley across the street. After being shown mug shots at the station, Freeman identified person as Lou Contralto. Freeman stated that he/she had recently hired a forensic accountant, Les Moore, to determine cause for company's financial struggles despite steady business. Moore's investigation revealed Frost had been skimming from business. Freeman questioned Frost about thefts on Friday, March 19th. Frost explained to Freeman that she liked to gamble but had been very unlucky lately, and thus had borrowed money from a loan shark, Contralto. Frost owed Contralto over \$200,000. According to Freeman, Frost had been physically accosted with a gun held at her head, cigarette burns, and being choked by Contralto to come up with past due

payments. So, Frost took money from business. According to Freeman, Frost said she had become desperate to payoff the debt because her life had been threatened by Contralto. Freeman offered to give Frost a personal loan to payoff the debt, if Frost sought help for her gambling addiction.

03/23/10 11:30 – Interviewed remaining restaurant staff. Consistent statements as that offered by kitchen staff. No one had seen Frost since Saturday evening, but restaurant is closed on Sunday and Monday. Employees were unaware of skimming by Frost and noticed no suspicious behavior. Several witnesses had observed Contralto in alley across from back of kitchen door.

03/23/10 12:45 – Went to victim's residence. No disturbances to residence. Unopened mail from Saturday, March 20th. Newspapers from Sunday and Monday were lying on front steps undisturbed. Voicemail messages unretrieved on cell phone and home phone from Saturday thru present. No unusual calls or mail. Computer spreadsheet of debt owed to Contralto showed balance of \$208,500.

03/23/10 4:30 – Interviewed Les Moore. Confirmed had undertaken forensic accounting investigation at the request of Freeman due to financial struggles in the restaurant business. Moore started engagement on March 8, 2010 and completed the engagement on March 19th. Moore discovered that Frost had been skimming from company. Total sum stolen by Frost was \$273,958. Moore stated that Freeman appeared enraged when he/she learned of theft and Freeman said "Frost would pay for this." Moore overheard Freeman confronting Frost later on the 19th and that Frost would get her "just desserts." Moore also overheard parts of a phone conversation between Frost and unknown person making promises for payment and threats being made.

03/26/10 – Autopsy results show death caused by hypothermia. No other physical trauma causing death noted. Time of death cannot be determined through physical examination of the body since it was frozen. Autopsy dates cigarette burns to have occurred 2 weeks prior to death and strangulation of neck, non-life-threatening, to have occurred less than one week prior to death.

03/26/10 – Contralto's fingerprints are not detected on padlock to cooler, cooler door, or doors to restaurant, per fingerprint analysis.

03/26/10 – 13:30 – Contralto read Miranda rights. Refuses to make statement, and requests to have lawyer present. Contralto arrested.

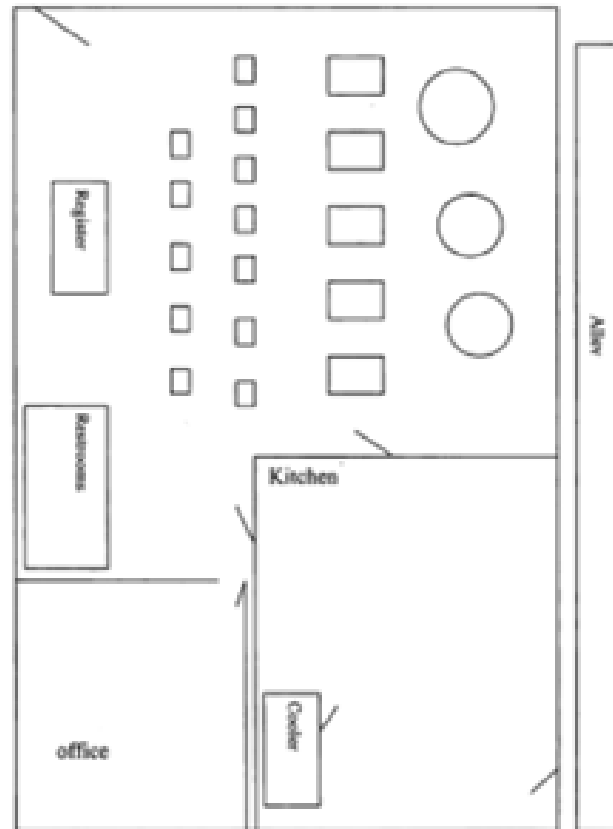
Signature (required) Detective J. Riggs

Date 03/26/10

Diagram of Shalots

Exhibit 6 3/3

4356 Kirkwood Highway



Key:

— denotes door

Not to Scale

