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February 24, 2008

J. W. August  
[JW\\_August@10news.com](mailto:JW_August@10news.com)

Dear Mr. August:

In response to your request, be advised that it is our opinion that Mr. Parra has been named in the Ellsworth lawsuit for an ulterior purpose. The basis for his being named is due to the fact that Waylon Blocker's insurance policy has California state minimum limits of liability. Ellsworth's attorney has named Mr. Parra and has alleged liability in the complaint without any reasonable basis for same.

Ellsworth named Mr. Parra on the basis of incorrect information garnered from conversations had with defendants Donna Blocker and Bob Blocker. The incorrect information is an ill-founded belief that Parra rebuilt the subject vehicle and replaced the airbags.

There is no evidence that Mr. Parra rebuilt the vehicle in question. He did not. Only very minor body work was done for Bob Blocker. Polos Auto Sales sold the vehicle to Bob Blocker. The sale was effectuated via Bob Blocker providing Mr. Parra with money to acquire a salvaged vehicle on Blocker's behalf at auction. Blocker had a history of requesting Mr. Parra to acquire vehicles for him in the past.

The resulting crash, fatality and serious injuries were tragic and have had an obvious and serious impact upon the Ellsworth and Blocker families. Unfortunately, the causation of the loss of life to Robert Ellsworth was not due to the non-existence of the supplemental restraint system (SRS) airbags. The cause was the fact that the driver, Waylon Blocker (18 years of age) improperly crossed the double yellow line and drove the vehicle directly into an oncoming

vehicle, almost precisely head on, while both vehicles were traveling at an estimated speed of 45 mph each. Robert Ellsworth (18 years of age and lifelong friend of Waylon Blocker) was a passenger in the Blocker vehicle and expired at the scene as a result of his injuries sustained in the crash. Waylon Blocker was under the influence of THC at the time of the accident. It is undisputed that both Waylon Blocker and Robert Ellsworth were not wearing seat belts at the time of the accident.

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There is data which supports the premise that airbags alone without the use of seatbelts can result in serious injury and/or death in adults as well as children. Ellsworth was contributory negligent. In instances where my client has been required to replace airbags, he has always had such work performed at the appropriate manufacturer's dealership. This was not an issue when Mr. Parra assisted Mr. Blocker with the acquisition of the subject vehicle.

My client has been a responsible small business operator for approximately 25 years and has never been involved in any other litigation whatsoever for any reason. He is saddened, as are all who have heard about the tragedy, by what has occurred and he is extremely distraught that he has been named in a lawsuit, which, in my opinion, will ultimately be determined to be a malicious prosecution.

Plaintiff's attorney has provided no evidence whatsoever that would implicate Mr. Parra for any wrongdoing. The bald-faced allegation that Mr. Parra stuffed the air bag compartments with trash is less likely than the allegation that Waylon Blocker sold the airbags on the black market for quick cash. No one knows how the air bags were stuffed. The vehicle was delivered to Mr. Parra for ultimate delivery to Bob Blocker with the compartments sealed. The vehicle was then delivered to Bob Blocker by Mr. Parra's cousin (Blocker's employee). After delivery to Blocker a mechanic who was a Blocker family friend again inspected the vehicle.

Liability arises out of causation in fact and proximate causation. Both of these elements are missing as pertains to Mr. Parra. Those elements are present as pertaining to Waylon Blocker and possibly Donna and Bob Blocker. Robert Ellsworth was also contributory negligent in failing to have his primary restraint system (seat belt) engaged. Further, even if my client had sold the vehicle, which is vehemently denied and supported by the applicable DMV records, there would be no duty owed to Ellsworth in 2003 for a vehicle that was purchased by Bob Blocker from Polos in 2001.

The vehicle in question, a 1998 Dodge Dakota was inspected and registered to Bob Blocker through VIP registration service in 2001 and all existing and applicable California vehicle code sections were satisfied. Further, Bob Blocker registered the vehicle again in 2002

and 2003. Blocker also testified that he sold the vehicle to his son in 2003 prior to the fatal accident.

Blocker was aware at the time of purchase that all auction vehicles are purchased “as is” with no warranties. What occurred in this matter should be a lesson to all that seat belts and airbags should be properly checked and inspected by the registered owner.

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“Let the buyer beware” is a well-known caveat in the used car business and undoubtedly should have been acknowledged by Bob Blocker in his auction purchase. Unfortunately, his failure to do so, coupled with his focus on saving money resulted in the death of a fine young man.

There has been some inaccurate reporting in the past on this matter. Some of the reporting has implied that Mr. Parra is facing multiple lawsuits. This simply is false. It is the Blocker defendants who are faced with multiple lawsuits by no less than five separate parties. This is due to the fact that Waylon Blocker was criminally negligent and Bob and Donna Blocker are faced with negligent entrustment charges.

It is my sincere hope that if there is any further reporting on this situation that same be fair, accurate and complete. At the time you and your crew appeared at Mr. Parra’s business he was just arriving back from taking care of financial matters at 2 banking institutions and had a significant amount of cash on his person.

Please do not surprise and scare Mr. Parra again. It also would not be wise to place Mr. Parra in a “false light” in this matter. I am available to comment on any aspect of the case on behalf of Mr. Parra as it may relate to him. I am also available to answer any questions you or your staff may have concerning the unfortunate accident or the business of my client.

Should you have any questions please do not hesitate to contact me at 714-325-4475 (cell).

Very truly yours,

Robert A. Bonito

RAB/lt

