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8 Attorneys for Defendants and Cross-Complainants
MICHAEL TURTURRO; OCMBC, INC.; and JET
9 ALLIANCE

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12 HOME MORTGAGE ALLIANCE CORPORATION (HMAC), a California
13 Corporation dba Jet Mortgage,
14 Plaintiff,
15 vs.
16 MICHAEL TURTURRO an individual;
OCMBC, Inc., a California corporation, dba Jet
17 Advantage Mortgage; JET ALLIANCE, a
California corporation, and DOES 1 through
18 50, inclusive,
19 Defendants.

20 MICHAEL TURTURRO an individual; JET
21 ALLIANCE, a California corporation, and
DOES 1 through 50, inclusive,
22 Cross-Complainants,
23 vs.

24 HOME MORTGAGE ALLIANCE CORPORATION (HMAC), a California
25 Corporation dba Jet Mortgage; ALFRED
HANNA, an individual; and ROES 1 to 10,
26 inclusive,
27 Cross-Defendants.

) Case No. 30-2024-01402022-CU-BT-WJC
)
) Assigned for All Purposes To:
) Judge: Richard Y. Lee
) Dept: W15

-) **CROSS-COMPLAINT FOR DAMAGES**
) **AND INJUNCTIVE RELIEF FOR:**
1. **DEFAMATION**
 2. **LIBEL**
 3. **BREACH OF CONTRACT**
 4. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
 5. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
 6. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
 7. **FRAUD**
 8. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 17200, ET SEQ.**

) Action Filed: June 4, 2024
)
)

1 TO CROSS-DEFENDANTS HOME MORTGAGE ALLIANCE CORPORATION
2 (HMAC) AND ALFRED HANNA AND THEIR COUNSEL OF RECORD:

3 Defendants and Cross-Complainants MICHAEL TURTURRO (“Turturro”) and JET
4 ALLIANCE (collectively “Cross-Complainants”) bring this Cross-Complaint against Plaintiff and
5 Cross-Defendant HOME MORTGAGE ALLIANCE CORPORATION (HMAC) (“HMAC”) and
6 Cross-Defendant ALFRED HANNA (“Hanna”) and Roes 1 through 10, inclusive, (collectively
7 referred to herein as “Cross-Defendants”) and alleges as follows:

8 **I. PARTIES**

9 1. Defendant and Cross-Complainant Turturro is, and all materials times has been, an
10 individual who is a resident of Orange County, California, and who was formerly employed by
11 HMAC and presently employed by OCMBC.

12 2. Defendant and Cross-Complainant Jet Alliance is, and all materials times has been, a
13 corporation formed in California with its principle place of business located at 56 Via Villena, San
14 Clemente, California.

15 3. Plaintiff and Cross-Defendant HMAC is, and at all material times has been, a
16 California corporation with its principal place of business located at 4 Hutton Centre Drive, Suite
17 500, Santa Ana, California 92707.

18 4. Cross-Defendant Hanna is, and at all material times has been, an individual who is a
19 resident of Orange County, California, and who is a co-founder, board member, and Director of
20 Secondary Marketing for, HMAC.

21 5. The true names and capacities, whether a corporation, agent, individual, or
22 otherwise, of Cross-Defendants Roes 1 through 10, are unknown to Cross-Complainants who
23 therefore sues said Cross-Defendants by such fictitious names. Each Cross-Defendant designated
24 herein as a Roe is negligently or otherwise legally responsible in some manner for the events and
25 happenings referred to in this Cross-Complaint and thereby proximately caused injuries and
26 damages to Cross-Complainants as alleged. Cross-Complainants will seek leave to amend this
27 Cross-Complaint to show their names and capacities when they have been ascertained.
28

1 **II. JURISDICTION AND VENUE**

2 6. This Court has jurisdiction over the allegations pursuant to California *Code of Civil*
3 *Procedure* section 428.10 in that the claims arises out of the same transaction, occurrence, or series
4 of transactions or occurrences as the cause brought against him and asserts a claim, right, or interest
5 in the property or controversy which is the subject of the cause brought against Cross-Complainants.

6 7. Efficiency in the determination of disputes would be served by hearing this Cross-
7 Complaint, and all cause of action therein, together with Plaintiff's causes of action.

8 **III. FACTS COMMON TO ALL CAUSES OF ACTION**

9 **Alfred Hanna and HMAC**

10 8. In 2017, Hanna was investigated by the Federal Housing Finance Agency ("FHFA")
11 regarding Affiliated Funding Corporation, for which Hanna served as the Chief Executive Officer,
12 Secretary, and Chief Financial Officer. On May 19, 2017, the FHFA issued a Final Suspension Order
13 (the "FHFA Final Order") which directed any regulated entity to cease any business relationship with
14 Affiliated Funding Corporation and any of its affiliates, including individuals, such as Hanna.

15 9. The FHFA's Final Order was based on its conclusion "that any business relationship
16 between Affiliated Funding Corporation and a regulated entity would present excessive risk to the
17 safety and soundness of the regulated entity."

18 10. The FHFA's Final Order explained its conclusion as follows, "On or about September
19 19, 2014, the Mortgagee Review Board ("Board") of HUD advised Affiliated Funding Corporation
20 by letter that the Board had voted to permanently withdraw the company's HUD/FHA approval."
21 The Board specifically identified the following findings:

- 22 a. Failed to notify HUD/FHA that its license had been revoked by the State of
23 California Department of Corporations;
24 b. Failed to properly analyze liabilities;
25 c. Failed to ensure FHA-insured mortgage was not used as an investment;
26 d. Failed to resolve concerns related to the appraisal report; and
27 e. Failed to credit the unused Upfront Mortgage Insurance Premium to borrowers.
28

1 11. Despite the FHFA's Final Order, and the FHFA's directive that Hanna not engage in
2 a business relationship with any regulated entity, Hanna co-founded HMAC in 2013, a company
3 which offers mortgage services nationwide.

4 12. On information and belief, HMAC engages in business relationships with regulated
5 entities Fannie Mae (Federal Home Loan Mortgage Corporation), Freddie Mac (Federal National
6 Mortgage Association), and the bank warehouse lines that are financing HMAC's business.

7 13. On information and belief, Hanna currently serves as a board member of and Director
8 of Secondary Marketing for HMAC. Hanna continues to flaunt the FHFA Final Order and any
9 consumers and employees affiliated with HMAC, by his ownership of and affiliation with HMAC.

10 **Michael Turturro**

11 14. Turturro has worked in the mortgage industry for over 20 years. Over the course of
12 his multiple-decade career, Turturro has established business contacts and clients as well as a team
13 of loyal employees that support his business.

14 15. On or around September 19, 2022, Turturro joined HMAC in the position of
15 Divisional President. In this position, Turturro reported directly to Hanna and HMAC's Board of
16 Directors.

17 16. Upon commencing employment with HMAC, Turturro brought with him the vast
18 book of business he established prior to his employment – a book of business that generated
19 significant profit for HMAC. Turturro also brought with him his long-established team of account
20 executives.

21 17. At no time when Turturro was hired, was the FHFA Final Order ever disclosed to
22 Turturro or was it disclosed to him that Hanna was restricted from engaging in a business relationship
23 with any regulated entity. Had Turturro known about this, he would not have accepted employment
24 at HMAC, and would not have engaged in any work with Hanna. Turturro further would not have
25 bought his book of business to HMAC or account executives had he known about Hanna's unlawful
26 activity.

27 18. On September 7, 2022, Turturro entered into a Divisional President Executive
28 Compensation Agreement with HMAC, wherein HMAC agreed to compensate Turturro on a salary

1 basis and with eligible commissions and bonuses. On January 27, 2023, Turturro entered into a
2 Compensation Plan Change and Chief Division Director Executive Compensation Agreement which
3 further set forth the manner by which HMAC agreed to compensate Turturro during his employment.

4 19. On October 20, 2022, Turturro created Jet Alliance Corporation (“Jet Alliance”), an
5 S Corporation where Turturro held the positions of Chief Executive Officer, Chief Financial Officer
6 and Secretary.

7 20. Hanna and HMAC’s unfair business practices were directly witnessed by Turturro.
8 Turturro discovered that HMAC failed to properly and timely compensate many of its employees,
9 many of whom were under Turturro’s supervision at HMAC. For instance, employees were required
10 to deposit their own funds with HMAC as a “reserve” for potential loan losses, monies that were
11 never returned to HMAC’s employees. Specifically, Turturro currently has a pending dispute before
12 the Director of Industrial Relations regarding HMAC’s failure to pay him over \$100,000.00 in unpaid
13 wages and commissions.

14 21. Turturro also discovered that HMAC was not compensating many of its vendors.
15 Turturro had a longstanding business relationship with one such vendor, and Turturro was compelled
16 to advance payment to the vendor in order to maintain the relationship.

17 22. While Turturro was employed with HMAC, HMAC applied for and received
18 Paycheck Protection Program (“PPP”) loans. However, on information and believe, the funds
19 received from these PPP loans were not utilized for the payroll of HMAC’s employees who worked
20 during the pandemic, but instead, were utilized to remodel HMAC’s business offices.

21 23. Turturro further discovered that Hanna was restricted in engaging in a business
22 relationship with any regulated entity. This news was devastating to Turturro. Hanna’s unlawful
23 conduct not only jeopardized the clients Turturro brought, but the account executives that Turturro
24 brought, in addition to Turturro’s own reputation. As soon as Turturro discovered this information,
25 he had to take his clients, account executives, and himself away from HMAC and Hanna
26 immediately.

27 24. Due to Cross-Defendants’ unlawful conduct and the toxic work environment, Turturro
28 resigned his employment with HMAC in April of 2024, and commenced employment with Defendant

1 OCMBC, Inc.

2 25. Following Turturro's resignation, Cross-Defendants engaged in a campaign to
3 publicly defame and slander the reputation of Turturro and Jet Alliance. Cross-Defendants have
4 made comments and posts on HMAC's website and various social media platforms that Turturro has
5 stolen Jet Alliance (his own company) and its employees from HMAC. In particular, Cross-
6 Defendants sent an e-mail to approximately 20,000 recipients highlighting the frivolous lawsuit that
7 HMAC filed against Turturro, which included a link to the lawsuit and was accompanied with a
8 written statement about the purported events leading up to the lawsuit. This defamatory written
9 statement was provided to multiple mortgage news providers and posted on social media outlets.

10 26. On information and belief, Cross-Defendants have reached out to current and former
11 colleagues of Turturro claiming that Turturro engaged in misconduct with respect to borrowers and
12 brokers with which he had business dealings. In particular, Cross-Defendants recently spoke to
13 David Hand of All American Lending Group and advised that Turturro "did you and your borrowers
14 and every broker out there wrong." On information and belief, Cross-Defendants have made similar
15 comments to several other of Turturro's business contacts.

16 27. Cross-Complainants are informed and believe that Hanna and HMAC committed
17 other wrongful acts or omissions of which Cross-Complainants are presently unaware. Cross-
18 Complainant shall conduct discovery to identify said wrongful acts, and will seek leave of Court to
19 amend this Crossclaim to add said acts upon discovery.

20 **FIRST CAUSE OF ACTION**

21 **Defamation**

22 **(Against All Cross-Defendants)**

23 28. Cross-Complainants incorporate by reference the allegations in the above
24 paragraphs as though fully set forth herein.

25 29. Cross-Defendants engaged in a campaign to publicly defame the reputation of
26 Turturro and Jet Alliance. Cross-Defendants have made comments and posts on HMAC's website
27 and various social media platforms that Turturro has stolen Jet Alliance (his own company) and its
28 employees from HMAC, which were broadcast to various recipients and further circulated by various

1 news agencies. In particular, Cross-Defendants have tarnished Turturro's reputation by advising his
2 business contacts that he "did [them] wrong."

3 30. Cross-Complainants are informed and believe that the above-referenced statements
4 were understood by such recipients to be about Cross-Complainants.

5 31. Cross-Complainants are informed and believe that Cross-Defendants made these
6 statements, knowing them to be false, with the intention and purpose of harming Cross-
7 Complainants and their reputation.

8 32. As a direct and proximate result of Cross-Defendants' defamatory conduct, Cross-
9 Complainants has suffered and will continue to suffer great harm and damage, in an amount to be
10 determined at trial.

11 33. In carrying out their defamatory conduct, Cross-Defendants acted willfully and with
12 malice, oppression, and/or fraud. Accordingly, Cross-Complainants are entitled to an award of
13 punitive damages.

14 **SECOND CAUSE OF ACTION**

15 **Libel**

16 **(Against All Cross-Defendants)**

17 34. Cross-Complainants incorporate by reference the allegations in the above
18 paragraphs as though fully set forth herein.

19 35. Cross-Defendants engaged in a campaign to publicly defame and libel the reputation
20 of Turturro and Jet Alliance. Cross-Defendants have widely publicized posts on HMAAC's website
21 and various social media platforms that Turturro has stolen Jet Alliance (his own company) and its
22 employees from HMAAC, which were broadcast to various recipients and further circulated by various
23 news agencies. In particular, Cross-Defendants sent an e-mail to approximately 20,000 recipients
24 highlighting the lawsuit that HMAAC filed against Turturro, which included a link to the lawsuit and
25 was accompanied with a written statement about the events leading up to the lawsuit. This written
26 statement was provided to multiple mortgage news providers and posted on social media outlets. .

27 36. Cross-Complainants are informed and believe that the above-referenced statements
28 were publicized and subsequently understood by such recipients to be about Cross-Complainants.

1 37. Cross-Complainants are informed and believe that Cross-Defendants made these
2 statements, knowing them to be false and/or acted with reckless disregard of the truth or falsity of
3 the statement, with the intention and purpose of harming Cross-Complainants and their reputation.

4 38. As a direct and proximate result of Cross-Defendants' defamatory conduct, Cross-
5 Complainants has suffered and will continue to suffer great harm and damage, in an amount to be
6 determined at trial.

7 39. In carrying out their defamatory conduct, Cross-Defendants acted willfully and with
8 malice, oppression, and/or fraud. Accordingly, Cross-Complainants are entitled to an award of
9 punitive damages.

10 **THIRD CAUSE OF ACTION**

11 **Breach of Contract**

12 **(Against HMAc)**

13 35. Cross-Complainants incorporate by reference the allegations in the above
14 paragraphs as though fully set forth herein.

15 40. Turturro entered into a Divisional President Executive Compensation Agreement with
16 HMAc, wherein HMAc agreed to compensate Turturro on a salary basis and with eligible
17 commissions and bonuses. Turturro also entered into a Compensation Plan Change and Chief
18 Division Director Executive Compensation Agreement which further set forth the manner by which
19 HMAc agreed to compensate Turturro during his employment.

20 36. HMAc has breached the above-referenced contracts by failing to pay Turturro owed
21 wages and commissions.

22 37. The actions of HMAc set forth herein constitute a breach of contract agreement to
23 Turturro's Divisional President Executive Compensation Agreement and Compensation Plan
24 Change and Chief Division Director Executive Compensation Agreement.

25 38. Turturro has performed any and all conditions, covenants, promises, and contractual
26 obligations required of it and to the extent that Turturro has not performed any obligation, such
27 non-performance was excused or waived by HMAc.

28 39. As a direct and proximate result of HMAc's breach of contract with Turturro,

1 Turturro has been damages in an amount to be proven at trial.

2 **FOURTH CAUSE OF ACTION**

3 **Intentional Interference with Prospective Economic Advantage**

4 **(Against All Cross-Defendants)**

5 40. Cross-Complainants incorporate by reference the allegations in the above
6 paragraphs as though fully set forth herein.

7 41. At all relevant times, Jet Alliance was in economic relationships, including, but not
8 limited to, relationships with existing and prospective employees and clients, that likely would
9 have resulted in an economic benefit to Jet Alliance. The Defendants were aware of these business
10 relationships.

11 42. Through the acts and conduct described in this Complaint, the Cross-Defendants
12 deliberately and intentionally disrupted and interfered with Jet Alliance's business relationships,
13 including, but not limited to, causing existing and/or prospective employees and/or clients to
14 change their business relationship with Jet Alliance as a result of the Cross-Defendants' wrongful
15 conduct and defamation.

16 43. As a direct and proximate result of the Cross-Defendants' wrongful actions, Jet
17 Alliance's relationships with clients, prospects, and employees were disrupted, and Jet Alliance has
18 suffered damages according to proof, in excess of the jurisdictional minimum of this Court.

19 44. Jet Alliance is informed and believes that the Cross-Defendants' above-described
20 wrongful conduct is ongoing, and that Jet Alliance will suffer irreparable harm if the Cross-
21 Defendants are not prevented from continuing to engage in such conduct. As a result, injunctive
22 relief is required in order to prevent any further harm to Jet Alliance.

23 45. The acts and conduct of Cross-Defendants described in this Complaint are
24 despicable, oppressive, fraudulent, malicious, and committed in bad faith and in reckless and
25 conscious disregard of Jet Alliance's rights, such that Jet Alliance is consequently entitled to an
26 award of punitive damages.

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1 **FIFTH CAUSE OF ACTION**

2 **Negligent Interference with Prospective Economic Advantage**

3 **(Against All Cross-Defendants)**

4 46. Cross-Complainants incorporate by reference the allegations in the above
5 paragraphs as though fully set forth herein.

6 47. At all relevant times, Jet Alliance was in economic relationships, including, but not
7 limited to, relationships with existing and prospective employees and clients, that likely would
8 have resulted in an economic benefit to Jet Alliance. The Defendants were aware of these business
9 relationships.

10 48. Through the acts and conduct described in this Complaint, the Cross-Defendants
11 disrupted and interfered with Jet Alliance's business relationships, including, but not limited to,
12 causing existing and/or prospective employees and/or clients to change their business relationship
13 with Jet Alliance as a result of the Cross-Defendants' wrongful conduct and defamation.

14 49. Jet Alliance is informed and believes that Cross-Defendants knew or should have
15 known of these relationships.

16 50. Jet Alliance is informed and believes that Cross-Defendants failed to act with
17 reasonable care and engaged in wrongful conduct as described above.

18 51. As a direct and proximate result of the Cross-Defendants' wrongful actions, Jet
19 Alliance's relationships with clients, prospects, and employees were disrupted, and Jet Alliance has
20 suffered damages according to proof, in excess of the jurisdictional minimum of this Court.

21 52. Jet Alliance is informed and believes that the Cross-Defendants' above-described
22 wrongful conduct is ongoing, and that Jet Alliance will suffer irreparable harm if the Cross-
23 Defendants are not prevented from continuing to engage in such conduct. As a result, injunctive
24 relief is required in order to prevent any further harm to Jet Alliance.

25 53. The acts and conduct of Cross-Defendants described in this Complaint are
26 despicable, oppressive, fraudulent, malicious, and committed in bad faith and in reckless and
27 conscious disregard of Jet Alliance's rights, such that Jet Alliance is consequently entitled to an
28 award of punitive damages.

1 **SIXTH CAUSE OF ACTION**

2 **Intentional Interference with Contractual Relations**

3 **(Against Hanna)**

4 54. Cross-Complainants incorporate by reference each of the allegations in the above
5 paragraphs as fully set forth herein.

6 55. At all relevant times, Turturro was in valid and existing contractual relationships
7 with HMAC.

8 56. Cross-Complainants are informed and believe Hanna was aware of the contractual
9 relationship between Turturro and Hanna.

10 57. Cross-Complainants are informed and believe that Hanna's wrongful conduct
11 described above-referenced paragraphs was intended to disrupt this contractual relationship.

12 58. As a direct and proximate result of Hanna's intentional actions, Turturro has
13 suffered damages in an amount according to proof, in excess of the jurisdictional minimum of this
14 Court.

15 **SEVENTH CAUSE OF ACTION**

16 **Fraud**

17 **(Against All Cross-Defendants)**

18 59. Cross-Complainants incorporate by reference the allegations in the above
19 paragraphs as though fully set forth herein.

20 60. Cross-Complainants are informed and believe, that Cross-Defendants made an
21 intentional representation of a material fact to Cross-Complainants when they employed Turturro
22 and intended to engage in fraudulent conduct in violation of the FHFA's Final Order for their
23 financial benefit and to the detriment of Cross-Complainants, as well as intending to violate
24 applicable laws regulating the mortgage industry.

25 61. Cross-Complainants are informed and believe, that Cross-Defendants never
26 intended to abide by the terms of the FHFA's Final Order and adhere to applicable laws regulating
27 the mortgage industry.

28 62. Cross-Complainants were harmed as a result of the foregoing fraudulent acts by

1 Cross-Defendants, which caused or was a substantial factor in Cross-Complainants' harm, in an
2 amount to be determined at trial, specifically including, but not limited to attorneys' fees, costs, and
3 other damages incurred by Cross-Complainants as a result of Cross-Defendants' fraudulent
4 conduct.

5 63. Cross-Defendants engaged in a deliberate, cold, callous, fraudulent, and intentional
6 manner in order to injure and damage Cross-Complainants and with a conscious disregard of
7 Cross-Complainants' rights. Such acts were despicable and constitute malice, fraud, and
8 oppression. Cross-Complainants seeks punitive damages against Hanna and HMAC's, in order to
9 deter them from similar conduct in the future.

10 **EIGHTH CAUSE OF ACTION**

11 **Unfair Business Practices in Violation of**

12 ***California Business & Professions Code section 17200, et seq.***

13 64. Cross-Complainants incorporate by reference the allegations in the above paragraphs
14 as though fully set forth herein.

15 65. Cross-Defendants by and through their agents have engaged in business acts or
16 practices that are unlawful, unfair, or fraudulent. Cross-Defendants have also intentionally interfered
17 with and are seeking to impede the ability of its former employees, including Turturro, to participate
18 in their profession.

19 66. Cross-Complainants are likely to be unfairly disadvantaged by Cross-Defendants'
20 utilization of Turturro's employment with HMACs as an improper means to prevent him from
21 competing in the mortgage industry and practicing his chosen profession, acting as a defacto non-
22 compete and non-solicitation in violation of California law. Further, Cross-Defendants' failure to
23 pay their vendors forced Turturro to personally compensate such vendors in order to maintain their
24 relationship.

25 67. California *Business & Professions Code* section 16600 *et al* makes it illegal for an
26 employer to prevent its former employees from competing with their former employer and doing so
27 is considered an act of unfair competition within the meaning of *Business & Professions Code* section
28 17200. Cross-Defendants' effort to restrict its former employees from participating in their chosen

1 profession is a violation of California law, and runs afoul of principles of fair competition.

2 68. Cross-Defendants' efforts to intimidate its former employees for the purpose of
3 restraining and restricting employee mobility and stifling its competitors' ability to compete in the
4 open market is the exact type of conduct contemplated by the California law, which was enacted to
5 ensure open and fair competition regardless of jurisdiction.

6 69. Further, Cross-Defendants failures to compensate its vendors and forcing its
7 employees to pay for them in order to maintain those relationships, and misuse of its PPP loans is in
8 violation of *Business & Professions Code* section 17200 *et seq.*

9 70. Cross-Complainants are informed and believe that Cross-Defendants' above-
10 described wrongful conduct is ongoing, and that Cross-Complainants will suffer irreparable harm if
11 Cross-Defendants are not prevented from continuing to engage in such conduct. As a result,
12 injunctive relief and restitution are required in order to prevent any further harm to Cross-
13 Complainants.

14 **IV. PRAYER FOR RELIEF**

15 WHEREFORE, Cross-Complainants respectfully request:

- 16 1. For injunctive and declaratory relief;
- 17 2. For restitution;
- 18 3. For special, compensatory, incidental, consequential and nominal damages;
- 19 4. For reasonable attorneys' fees and costs of suit; and
- 20 5. For such other and further relief as the Court may deem proper.

21
22 Dated: July 29, 2024

CDF LABOR LAW LLP
Ashley A. Halberda
Osaama Saifi
Christian Amos

23
24
25 By: _____

Todd R. Wulffson
Attorneys for Defendants and Cross-Complainants
MICHAEL TURTURRO; OCMBC, INC.; and JET
ALLIANCE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE.

I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My business address is 18300 Von Karman Avenue, Suite 800, Irvine, CA 92612. On July 28, 2024, I served upon the interested party(ies) in this action the following document described as: **CROSS-COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF FOR:**

By the following method:

Alan Wayne Lindeke, Esq.
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For processing by the following method:

(Electronic service) Pursuant to CCP 1010.6, I caused the documents to be sent to the persons at the electronic service addresses listed above. For represented parties, I confirmed the appropriate electronic service address for the counsel being served. For unrepresented parties, if any, the unrepresented party(ies) have expressly consented to electronic service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 28, 2024, at Irvine, California.

Ana Cantoran
(Type or print name)

(Signature)