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2222-CC00336 - RAMONA WEST V LA TERRA FINA USA LLC (E-CASE)

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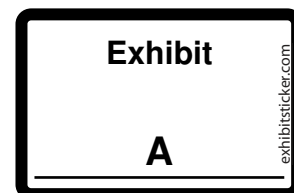
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On Behalf Of: RAMONA WEST
- [Affidavit Filed](#)
Affidavit of Special Process Server.
Filed By: MATTHEW HALL ARMSTRONG
On Behalf Of: RAMONA WEST
- 03/02/2022 [Jury Trial Scheduled](#)
Scheduled For: 08/08/2022; 9:00 AM ; MICHAEL FRANCIS STELZER; City of St. Louis
- 03/01/2022 [Summ Issd- Circ Pers Serv O/S](#)
Document ID: 22-SMOS-600, for LA TERRA FINA USA LLC.
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- [Pet Filed in Circuit Ct](#)
Petition and Jury Demand
Filed By: MATTHEW HALL ARMSTRONG
On Behalf Of: RAMONA WEST
- [Judge Assigned](#)



IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

RAMONA WEST, individually)
and on behalf of all other similarly-)
situated current Missouri citizens,)

Plaintiff,)

v.)

LA TERRA FINA USA, LLC,)

Defendant.)

No. _____

Div. 1

JURY TRIAL DEMAND

Serve: La Terra Fina USA, LLC
c/o Corporation Service Co. RAGT
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833

PETITION AND JURY DEMAND

Plaintiff, Ramona West, individually and on behalf of all similarly situated Missouri citizens, alleges the following facts and claims upon personal knowledge, investigation of counsel, and information and belief.

CASE SUMMARY

1. This case arises out of Defendant La Terra Fina USA, LLC’s (“Defendant”) deceptive, unfair, and false merchandising practices regarding its “la terra fina” brand (1) Artichoke & Jalapeño Dip & Spread; (2) Cheesy Artichoke Dip & Spread; (3) Chili Con Queso Dip; (4) Everything But The Bagel Dip & Spread; (5) Greek Yogurt Spinach & Parmesan Dip & Spread; (6) Greek Yogurt Spinach Artichoke & Parmesan Dip & Spread; (7) Green Chile & Cheese Dip & Spread; (8) Mexicali Dip & Spread; (9) Spinach Artichoke & Parmesan Dip & Spread; and (10) Sriracha Three Cheese Dip & Spread (the “Dips”).

2. On the label of the Dips, Defendant prominently represents that the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” which leads Missouri citizens to believe that the Bowls have no synthetic, artificial preservatives or flavor agents.

3. The Dips, however, contain citric acid (the “Synthetic Preservative”).

4. While citric acid may be found naturally in citrus fruits, food-grade citric acid is a commercially-manufactured, synthetically-produced, highly-processed food additive used in processed foods primarily as a pH adjuster to induce tart flavor and control the growth of microorganisms, i.e. a flavor agent and/or a preservative. FDA regulations identify citric acid as a synthetic substance. *See* 21 C.F.R. 173.280.

5. The Dips contain the Synthetic Preservative in direct contravention to their express representation that they have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES.”

6. Plaintiff and reasonable consumers reasonably believe, define, and assume that a Dips labeled “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” do not contain any artificial, synthetic preservatives.

7. Because the Dips contain the Synthetic Preservative, the representation that the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” is unfair, false, deceptive, and misleading.

8. In addition, by claiming the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES,” the label of the Dips creates the false impression and has the tendency and capacity to mislead consumers (*see* 15 C.S.R. 60-9.020) into believing that the Dips contain no artificial, synthetic preservatives, when in fact the Dips contain the Synthetic Preservative. Moreover, the overall format and appearance of the label of the Dips have the tendency and

capacity to mislead consumers (*see* 15 C.S.R. 60-9.030) because it creates the false impression that the Dips have no synthetic, artificial preservatives, when they does.

9. Plaintiff brings this case to recover damages for Defendant’s false, deceptive, and misleading marketing and advertising in violation of the Missouri Merchandising Practices Act (“MMPA”) and Missouri common law.

PARTIES

10. Plaintiff, Ramona West, is a Missouri citizen residing in St. Louis, Missouri. On at least one occasion during the Class Period (as defined below), including in January 2022, Plaintiff purchased Defendant’s Everything But The Bagel Dip & Spread after reading the “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” claim on the label, at Schnuck’s in St. Louis, Missouri, for personal, family, or household purposes. The purchase price of the Dips was \$3.99 per package. Plaintiff’s claim is typical of all class members in this regard. Moreover, the label of each of the Dips is substantially similar such that Plaintiff has standing to bring claims on behalf of Dips she has not actually purchased.

11. Defendant, La Terra Fina USA, LLC, is a Delaware limited liability company with its principal place of business in Union City, California.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over this action because the amount in controversy exceeds the minimum jurisdictional limits of the Court.

13. Plaintiff believes and alleges that the total value of Plaintiff’s individual claim is, at most, equal to the refund of the purchase price paid for the Dips.

14. Because the value of Plaintiff’s claims is typical of all class members with respect to the value of the claim, the total damages of Plaintiff and Class Members, inclusive of costs and

attorneys' fees is far less than the five million dollars (\$5,000,000) minimum threshold to create federal court jurisdiction.

15. There is therefore no diversity or CAFA jurisdiction for this case.

16. Defendant cannot plausibly allege that it has sufficient sales of the Dips in Missouri during the Class Period to establish an amount in controversy that exceeds CAFA's jurisdictional threshold.

17. This Court has personal jurisdiction over Defendant as Defendant has more than minimum contacts with the State of Missouri and has purposefully availed itself of the privilege of conducting business in this state. In addition, as explained below, Defendant committed affirmative tortious acts within the State of Missouri that gives rise to civil liability, including distributing the fraudulent Dips for sale throughout the State of Missouri.

18. Venue is proper in this forum pursuant to Missouri Code § 508.010 because Plaintiff is a resident of St. Louis and her injuries occurred in St. Louis.

19. Plaintiff and Class Members do not seek to recover punitive damages or statutory penalties in this case.

ALLEGATIONS OF FACT

20. Defendant manufactures, distributes, and sells the Dips.

21. The label of the Dips state that the Dips have "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES."

22. Knowing that consumers like Plaintiff are increasingly interested in purchasing products that do not contain potentially harmful, synthetic preservatives or artificial flavors, Defendant sought to take advantage of this growing market by labeling the Dips as having "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES."

23. By affixing such a label to the packaging of the Dips, Defendant can entice consumers like Plaintiff to pay a premium for the Dips or pay more for them than they otherwise would have had the truth be known.

24. The label of the Dips is deceptive, false, and misleading in that Defendant prominently represents that the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES,” when they do.

25. The Dips cannot claim they have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” because the Dips contain the Synthetic Preservative.

26. Plaintiff and reasonable consumers reasonably believe and assume that a Dips labeled “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” do not contain any artificial, synthetic preservatives, yet alone the Synthetic Preservative.

27. Neither Plaintiff nor any reasonable consumer would expect to find the Synthetic Preservative in a Dips labeled “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES.”

28. Because of Defendant’s deceitful label, Defendant could charge, and Plaintiff and Class Members paid, a premium for the Dips.

29. The Dips, moreover, were worth less than they were represented to be, and Plaintiff and Class Members paid extra for them due to the “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” label.

30. Defendant’s misrepresentations violate the MMPA’s prohibition of the act, use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact about the sale or advertisement of any merchandise in trade or commerce. RSMo. § 407.020.

CLASS ALLEGATIONS

31. Pursuant to Missouri Rule of Civil Procedure 52.08 and § 407.025.2 of the MMPA, Plaintiff brings this action on her own behalf and on behalf of a proposed class of (“Class Members” of the “Class”):

All current Missouri citizens who purchased “la terra fina” brand (1) Artichoke & Jalapeño Dip & Spread; (2) Cheesy Artichoke Dip & Spread; (3) Chili Con Queso Dip; (4) Everything But The Bagel Dip & Spread; (5) Greek Yogurt Spinach & Parmesan Dip & Spread; (6) Greek Yogurt Spinach Artichoke & Parmesan Dip & Spread; (7) Green Chile & Cheese Dip & Spread; (8) Mexicali Dip & Spread; (9) Spinach Artichoke & Parmesan Dip & Spread; and/or (10) Sriracha Three Cheese Dip & Spread for personal, family or household purposes in the five years preceding the filing of this Petition (the “Class Period”).

32. Excluded from the Class are: (a) federal, state, and/or local governments, including, but not limited to, their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (b) any entity in which Defendant has a controlling interest, to include, but not limited to, their legal representative, heirs, and successors; (c) all persons who are presently in bankruptcy proceedings or who obtained a bankruptcy discharge in the last three years; and (d) any judicial officer in the lawsuit and/or persons within the third degree of consanguinity to such judge.

33. Upon information and belief, the Class consists of hundreds of purchasers. Accordingly, it would be impracticable to join all Class Members before the Court.

34. There are numerous and substantial questions of law or fact common to all the members of the Class and which predominate over any individual issues. Included within the common question of law or fact are:

- a. Whether the “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” claim on the Dips’ label is false, misleading, and deceptive;
- b. Whether Defendant violated the MMPA by selling the Dips with false, misleading, and deceptive representations;
- c. Whether Defendant’s acts constitute deceptive and fraudulent business acts and practices or deceptive, untrue, and misleading advertising;
- d. Whether the label of the Dips creates false impressions and has the tendency and capacity to mislead consumers;
- e. Whether Defendant breached an express warranty;
- f. Whether Defendant was unjustly enriched; and
- g. The proper measure of damages sustained by Plaintiff and Class Members.

35. The claims of the Plaintiff are typical of the claims of Class Members, in that they share the above-referenced facts and legal claims or questions with Class Members, there is a sufficient relationship between the damage to Plaintiff and Defendant’s conduct affecting Class Members, and Plaintiff has no interests adverse to the interests of other Class Members.

36. Plaintiff will fairly and adequately protect the interests of Class Members and has retained counsel experienced and competent in the prosecution of complex class actions including complex questions that arise in consumer protection litigation.

37. A class action is superior to other methods for the fair and efficient adjudication of this controversy, since individual joinder of all Class Members is impracticable and no other group method of adjudication of all claims asserted herein is more efficient and manageable for at least the following reasons:

- a. The claim presented in this case predominates over any questions of law or fact, if any exists at all, affecting any individual member of the Class;
- b. Absent a Class, the Class Members will continue to suffer damage and Defendants' unlawful conduct will continue without remedy while Defendant profits from and enjoy its ill-gotten gains;
- c. Given the size of individual Class Members' claims, few, if any, Class Members could afford to or would seek legal redress individually for the wrongs Defendant committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;
- d. When the liability of Defendant has been adjudicated, claims of all Class Members can be administered efficiently and/or determined uniformly by the Court; and
- e. This action presents no difficulty that would impede its management by the court as a class action, which is the best available means by which Plaintiff and Class Members can seek redress for the harm caused to them by Defendant.

38. Because Plaintiff seeks relief for the entire Class, the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual member of the Class, which would establish incompatible standards of conduct for Defendant.

39. Further, bringing individual claims would overburden the Courts and be an inefficient method of resolving the dispute, which is the center of this litigation. Adjudications with respect to individual members of the Class would, as a practical matter, be dispositive of the

interest of other members of the Class who are not parties to the adjudication and may impair or impede their ability to protect their interests. Therefore, class treatment is a superior method for adjudication of the issues in this case.

CLAIMS FOR RELIEF

COUNT I

Violation of Missouri's Merchandising Practices Act

40. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs 1-39 as if fully set forth herein.

41. Missouri's Merchandising Practices Act (the "MMPA") prohibits the act, use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact about the sale or advertisement of any merchandise in trade or commerce, RSMo. § 407.020.

42. Defendant's conduct constitutes the act, use or employment of deception, fraud, false pretenses, false promises, misrepresentation, unfair practices and/or the concealment, suppression, or omission of any material facts about the sale or advertisement of any merchandise in trade or commerce because Defendant misrepresents that the Dips have "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES," when in fact the Dips contain the Synthetic Preservative.

43. In addition, by claiming the Dips have "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES," the label of the Dips creates the false impression and has the tendency and capacity to mislead consumers (*see* 15 C.S.R. 60-9.020) into believing that the Dips have no artificial, synthetic preservatives, when in fact the Dips contain the Synthetic Preservative. Moreover, the overall format and appearance of the label of the Dips have the tendency and

capacity to mislead consumers (*see* 15 C.S.R. 60-9.030) because it creates the false impression that the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES,” when they do.

44. The Dips were therefore worth less than the Dips as represented, and Plaintiff and Class Members paid extra or a premium for them.

45. Neither Plaintiff nor any reasonable consumer would expect the Synthetic Preservative to be in Dips labeled as having “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES.”

46. Plaintiff and Class Members purchased the Dips for personal, family, or household purposes and thereby suffered an ascertainable loss because of Defendant’s unlawful conduct as alleged herein, including the difference between the actual value of the Dips and the value of the Dips if they had been as represented.

47. Defendant’s unlawful practices have caused similar injury to Plaintiff and numerous other persons. RSMo. § 407.025.2.

COUNT II

In the Alternative, Breach of Express Warranty

48. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs 1-39 as if fully set forth herein.

49. Defendant made the affirmation of fact and the promise to Plaintiff and the Class Members that the Dips have “NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES” guaranteeing to Plaintiff and the Class Members that the Dips were in conformance with the representation.

50. This affirmation of fact and promise became part of the basis of the bargain in

which Plaintiff and Class Members purchased Defendant's Dips, and Plaintiff and Class Members relied on the affirmations when making their purchasing decisions.

51. Defendant breached its express warranty that the Dips have "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES" by providing Plaintiff and Class Members with a product that contained the Synthetic Preservative.

52. As a result of Defendant's breach of warranty, Plaintiff and the Class Members have been deprived of the benefit of their bargain in that they bought Dips that were not what they were represented to be, and they have spent money on Dips that had less value than was reflected in the premium purchase price they paid for the Dips.

53. Because Defendant made the affirmation of fact and promise directly on its own label and packaging, privity is not required to bring this claim.

54. Because Defendant has actual knowledge that its Dips contained the Synthetic Preservative in contravention of its "NO ARTIFICIAL FLAVORS, COLORS OR PRESERVATIVES" representation, pre-suit notice of this claim is not required.

55. Plaintiff and Class Members suffered economic damages as a proximate result of Defendant's unlawful conduct as alleged herein, including the difference between the actual value of the Dips and the value of the Dips if they had been as represented.

COUNT III

In the Alternative, Unjust Enrichment

56. Plaintiff repeats and re-alleges the allegations of the preceding paragraphs 1-39 as if fully set forth herein.

57. By purchasing the Dips, Plaintiff and the Class Members conferred a benefit on Defendant in the form of the purchase price of the Dips.

58. Defendant appreciated the benefit because, were consumers not to purchase the Dips, Defendant would have no sales and make no money.

59. Defendant's acceptance and retention of the benefit is inequitable and unjust and violates the fundamental principles of justice, equity, and good conscience because the benefit was obtained by Defendant's fraudulent and misleading representations about the Dips.

60. Equity cannot in good conscience permit Defendant to be economically enriched for such actions at Plaintiff and Class Members' expense and in violation of Missouri law, and therefore restitution and/or disgorgement of such economic enrichment is required.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all similarly situated persons, prays the Court:

- a. Grant certification of this case as a class action;
- b. Appoint Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;
- c. Award compensatory damages to Plaintiff and the proposed Class, or, alternatively, require Defendant to disgorge or pay restitution of its ill-gotten gains;
- d. Award pre- and post-judgment interest;
- e. Award reasonable and necessary attorneys' fees and costs; and
- g. For all such other and further relief as may be just and proper.

Dated: February 28, 2022

Respectfully submitted,

By: /s/ Matthew H. Armstrong
Matthew H. Armstrong (MoBar 42803)
ARMSTRONG LAW FIRM LLC
8816 Manchester Rd., No. 109
St. Louis MO 63144
Tel: 314-258-0212
Email: matt@mattarmstronglaw.com

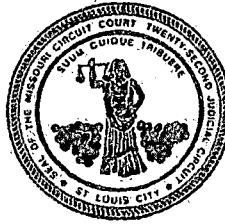
Stuart L. Cochran (MoBar 68659)
COCHRAN LAW PLLC
8140 Walnut Hill Ln., Ste. 250
Dallas TX 75231
Tel: 972-387-4040
Email: stuart@scochranlaw.com

Attorneys for Plaintiff and the Putative Class

2222-CC00336

Electronically Filed - City of St. Louis - February 28, 2022 - 04:04 PM

In the
CIRCUIT COURT
City of St. Louis, Missouri



For File Stamp Only

Ramona West

Plaintiff/Petitioner

Date

vs.

La Terra Fina USA, LLC

Defendant/Respondent

Case number

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff, Ramona West, pursuant

Requesting Party

to Local Rule 14, requests the appointment by the Circuit Clerk of
Clayton Willis 1031 Lami St. St. Louis MO 63104 314-621-9300

Name of Process Server Address Telephone
Sage Boehner 1031 Lami St. St. Louis MO 63104 314-621-9300

Name of Process Server Address Telephone

Name of Process Server Address Telephone

to serve the summons and petition in this cause on the below named parties.

SERVE:

La Terra Fina USA, LLC c/o Corporation Service Co. RAGT

Name
2710 Gateway Oaks Drive, Suite 150N

Address
Sacramento CA 95833

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

SERVE:

Name

Address

City/State/Zip

Appointed as requested:

TOM KLOEPPINGER, Circuit Clerk

By *[Signature]*
Deputy Clerk
Date *5/1/2022*

Matthew H. Armstrong

Attorney/Plaintiff/Petitioner
42803

Bar No.
8816 Manchester Rd No 109 St Louis MO 63144

Address
314-258-0212 matt@mattarmstronglaw.com

Phone No.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

RAMONA WEST, individually)	
and on behalf of all other similarly-)	
situated current Missouri citizens,)	
)	
Plaintiff,)	No. _____
)	
v.)	Div. 1
)	
LA TERRA FINA USA, LLC,)	
)	
Defendant.)	

ENTRY OF APPEARANCE

NOW COMES Matthew H. Armstrong of Armstrong Law Firm LLC and hereby enters his appearance as attorney of record for the Plaintiff Ramona in the above entitled proceedings.

Dated: February 28, 2022

Respectfully submitted,

By: /s/ Matthew H. Armstrong
 Matthew H. Armstrong (MoBar 42803)
 Armstrong Law Firm LLC
 8816 Manchester Rd. No. 109
 St. Louis MO 63144
 Tel: 314-258-0212
 Email: matt@mattarmstronglaw.com

Attorneys for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served upon all parties of record in this cause enrolled in the Missouri E-filing System by electronic service on February 28, 2022.

/s/ Matthew H. Armstrong



IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2222-CC00336	
Plaintiff/Petitioner: RAMONA WEST	Plaintiff's/Petitioner's Attorney/Address: MATTHEW HALL ARMSTRONG 8816 MANCHESTER RD SUITE 109 SAINT LOUIS, MO 63144	
Defendant/Respondent: LA TERRA FINA USA LLC	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Other Tort		

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: LA TERRA FINA USA LLC
 Alias:
 C/O CORPORATION SERVICE CO, RAGT
 2710 GATEWAY OAKS DRIVE
 SUITE 150N
 SACRAMENTO, CA 95833

SPECIAL PROCESS SERVER

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

March 1, 2022

Date

Thomas Hoeyinger
Clerk

Further Information: _____

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - delivering a copy of the summons and a copy of the petition to the defendant/respondent.
 - leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with _____, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
 - (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - other: _____

Served at _____ (address)
 in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this _____ (day) _____ (month) _____ (year).

I am: (check one) the clerk of the court of which affiant is an officer.
 the judge of the court of which affiant is an officer.
 authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
 authorized to administer oaths. (use for court-appointed server)

(Seal) _____
Signature and Title

Service Fees	
Summons	\$ _____
Non Est	\$ _____
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

See the following page for directions to officer making return on service of summons.

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

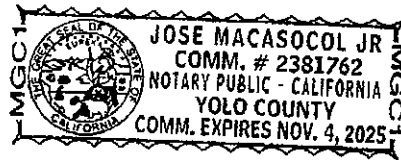
County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 9th day of March, 2022 by John Michael Adams

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jose Macasocol, Jr.
Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Service

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional Information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2016 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI**

RAMONA WEST, individually)	
and on behalf of all other similarly-)	
situated current Missouri citizens,)	
)	
Plaintiff,)	No. 2222-CC00336
)	
v.)	Div. 1
)	
LA TERRA FINA USA, LLC,)	
)	
Defendant.)	

ENTRY OF APPEARANCE

COMES NOW Stuart L. Cochran of COCHRAN LAW PLLC and hereby enters his appearance on behalf of Plaintiff Ramona West and the putative class in this matter.

March 11, 2022.

Respectfully submitted,

/s/ Stuart L. Cochran
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Attorney for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served upon all parties of record in this cause enrolled in the Missouri E-filing System by electronic service on March 11, 2022.

/s/ Stuart L. Cochran
Stuart L. Cochran