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THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

**D.W. HUNTER**  
**FOR THE ESTATE OF ANNA S. HARRINGTON**

1275 Lincoln Ave.  
Ste #1  
St. Paul, MN 55105  
612-395-9111(F)

**14cv6011**  
**Judge Bucklo**  
**Magistrate Judge Valdez**

*IN PERSONA*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF ILLINOIS**

D.W. HUNTER, an Individual,  
LARNELL EVANS. JR., an Individual  
FOR THE ESTATE OF ANNA  
SHORT HARRINGTON, an Individual  
("AUNT JEMIMA")  
PLAINTIFFS'

vs.

PEPSICO Inc., a Corporations, THE  
QUAKER OATS COMPANY, a  
Corporation, PINNACLE FOODS  
GROUP, LLC, a Corporation, THE  
HILLSHIRE BRANDS COMPANY, a  
Corporation, and JOHN DOES 1  
through 25, inclusive,  
DEFENDANTS.

Case No. \_\_\_\_\_

- 1. RIGHT OF PUBLICITY
- 2. BREACH OF CONTRACT
- 3. FRAUD BY CONCEALMENT
- 4. PROMISSORY FRAUD
- 5. BREACH OF GOOD FAITH AND FAIR DEALINGS
- 6. BREACH OF FIDUCIARY DUTY
- 7. CONSPIRACY
- 8. UNJUST ENRICHMENT
- 9. ICERD
- 10. CONVERSION
- 11. ACCOUNTING

**DEMAND FOR A JURY TRIAL**

Plaintiffs **D.W. Hunter**, and **L. Evans Jr.** on behalf of the Class of 15 Great Grandchild of Anna S. Harrington, Actress, a.k.a. ("**Aunt Jemima**" 1935-1955) hereby brings forth this Class Action lawsuit alleging (collectively Plaintiffs') as follows:

**NATURE OF THE CLASS ACTION**

1. Plaintiff D.W.H, Great Grandson by and on behalf of the Class of Great Grandchildren of Anna S. Harington, Actress world re-known as "**Aunt Jemima**" brings forth this "**Right of Publicity,**" "**Breach of Contract,**" "**Breach of Good Faith And Fair Dealing,**" "**Breach of Fiduciary Duty,**" "**Theft of Royalties,**" "**Fraud,**" "**Corporate Espionage**" and willful "**Racial Discrimination Claim**" after defendants

1 received a **“Certified Death Certificate”** of Anna Short Harrington with Quaker Oat’s  
2 name listed as the **“EMPLOYER,”** as said co-conspirators refused to comply with  
3 instructions to **“Acknowledge”** her existence on their website in violation of ICERD  
4 Article 5(vi) against the Co-Conspirators **PepsiCo Inc., The Quaker Oats Company,**  
5 **Pinnacle Foods Group, and John Does 1 through 25.** From October 28, 2013, up until  
6 present Defendants lied claiming they could not find any employment records or images  
7 of Anna S. Harrington’s when in fact they knew they had her image deposited inside the  
8 USPTO while refusing to pay an **“equitable fair share of royalties”** and/or a percentage  
9 of gross proceeds for more 60 years. Plaintiffs assert and allege Defendants wrongfully  
10 procured in part and/or in whole the **“pancake mix formula”** including 64 original  
11 recipes created by Professional Chef Harrington and 22 menus. Defendants **thereafter**  
12 **advertised the theft after depositing a copy of Harrington’s likeness inside the**  
13 **USPTO** without a consent in violation of 15 U.S.C. §1041(B).

14 2. Plaintiff asserts and alleges Defendants PepsiCo, Quaker Oats and Pinnacle  
15 willfully engaged in Corporate Espionage in violation of Harrington’s **Rights To**  
16 **Publicity** including **The International Convention on the Elimination of All Forms**  
17 **of Racial Discrimination” (ICERD or CERD) Article 5(d)(vi).** Defendants **“captured**  
18 **the likeness”** of Anna S. Harrington in company logos deposited inside USPTO and  
19 **“publicizing her image”** (“emphasis added”) **throughout commerce** all over America,  
20 and internationally for the promotion of Aunt Jemima Product lines distributed via  
21 PepsiCo, Quaker Oats, and Pinnacle Foods under the trademark **“Aunt Jemima”**  
22 trademark in 1937.

23 **AUNT JEMIMA**



28 **Reg. No. 71385940**

**Great Grandma Anna Short Harrington**



**Reg. No. 1697862**

**Grandma Olivia Hunter**

1 “(EXPIRED) IC 030. US 046. G & S: GRITS, WHITE AND YELLOW CORNMEAL,  
2 READY-MIX BUCKWHEAT, [CORN AND] WHEAT FLOUR, AND READY-MIX  
3 PANCAKE FLOUR. FIRST USE: 19170711. USED IN ANOTHER FORM THE WORDS  
4 “AUNT JEMIMA” HAVE BEEN CONTINUOUSLY USED BY THE APPLICANT AND  
5 ITS PREDECESSORS IN BUSINESS SINCE NOVEMBER 27,1889. FIRST USE IN  
6 COMMERCE: 19170711”

7 “Mrs. Short taught all the girls how to cook by the time they were seven or  
8 eight years old. All the girls’ cooking was tasty and delicious, but there was  
9 something special about Anna’s cooking that was “Distinctively” different.”

10 (Emphasis added) *The Story of Aunt Jemima*, by John Troy McQueen

11 3. On April 16, 2014, Plaintiffs asserts and alleges that Senior Legal Counsel  
12 Dean Panos, for PepsiCo, Quaker Oats, and Pinnacle disclosed to Plaintiff’s Attorney  
13 that Quaker Oats could not find “**any of the contracts**” for any of the women that  
14 migrated from “Plantations” where the Defendants exploited their images for the use of  
15 logos, and trademarks for the usage of their likeness to be portrayed as the actress “Aunt  
16 Jemima.” The Plaintiffs asserts and alleges Defendants befriended the Plaintiff’s  
17 Grandmother Harrington, in order that the Perpetrators could wrongfully procure the  
18 **ingredients to the pancake formula**, and thereafter carried out willful acts of omission  
19 of Anna S. Harrington from their website. There are several citations online citing a life-  
20 long contract prior to Nancy Green’s murder, as all actors under SAG are required to  
21 have contracts before appearing on TV.

22 4. “In Aunt Jemima, it still possesses one of the most recognizable and thus  
23 valuable trademarks in history. (pg.151) By the 1960s the Quaker Oats Company was the  
24 market leader in the frozen food business, and Aunt Jemima was an American icon. Aunt  
25 Jemima is a word re-known Brand that is iconic. As will be proven at trial, Defendants  
26 actions epitomize what is the worst in corporate America, exemplifying the worst  
27 business practices anywhere on the planet. “As a trademark, Aunt Jemima has been a  
28 familiar part of American culture and has been woven into the mainstream of the  
American advertising industry.

## Encyclopedia Aunt Jemima

1  
2 **“The woman whose likeness was painted for the logo was Anna Short**  
3 **Harrington.”** <http://www.statemaster.com/encyclopedia/Aunt-Jemima>

4 5. Class Plaintiffs assert and allege Defendant Quaker Oats advertised and  
5 publicized throughout the universe: **“A way had to be found to mix by machinery the**  
6 **ingredients of Aunt Jemima’s pancake batter, to mix them exactly according to**  
7 **“HER” (emphasis added) Recipe!** Equipment had to be built; it couldn’t be bought. No  
8 one had ever made such pancake flour before. At last the way was found. The ad also  
9 mentioned that it was **“Aunt Jemima’s idea,”** to add the **“dried milk”** (emphasis added)  
10 to the flour mix, **NOT R.T. Davis’s.’** (pg. 66)

11 **“Finally, under the mammy’s supervision the northern mill’s pancakes and Aunt**  
12 **Jemima’s originals were taste-tested side-by-side, and “no one could see or taste a**  
13 **difference between them.”** (pg. 66, Slave in a Box)

14 6. Harrington Estate Plaintiffs assert and allege Defendants Quaker Oats  
15 agreed to make payments to Anna S. Harrington as revenue was generated from “Aunt  
16 Jemima” pancake mix, and merchandise. Despite this on-going obligation, Defendants  
17 adopted a callous and reckless indifferent mentality to horde revenue while failing to pay  
18 the Estate of Anna S. Harrington after her death, and advertising on PepsiCo’s website to  
19 deal **“Fairly and Honestly with our associations regarding wages, benefits and other**  
20 **conditions of employment:----**

### Human Rights Workplace Policy

21  
22  
23 PepsiCo respects the dignity of our workers in the workplace and we work to ensure  
our associates’ rights to personal security, a safe, clean and healthful workplace, and  
freedom from harassment or abuse of any kind.

24 We deal fairly and honestly with our associates regarding wages, benefits and other  
25 conditions of employment, and recognize our associates’ right to freedom of association.  
We do not use compulsory or child labor.

26 We do not tolerate discrimination and work to ensure equal opportunity for all  
associates.

27 We comply with all applicable laws, regulations and other employment standards,  
wherever we operate or work.

28 We encourage our partners, suppliers, contractors and vendors to support these  
policies, and we place substantial value on working with others who share our  
commitment to human rights.

1           7.     On October 28, 2013, Plaintiff Great Grandson W. Hunter contacted the  
2 President of Quaker Oats to inform him that the Great Granddaughter of Anna S.  
3 Harrington needed a surgery to save her life, and to relinquish the contracts of Anna. S.  
4 Harrington along with **“royalty payments”**. Said Defendants utilized the employment  
5 services of Anna Harrington for the usage of her likeness to portray the real life role as  
6 the Actress Aunt Jemima. Plaintiff D.W.H sought to acquire past royalties so that he  
7 could pay for his sister’s life-saving surgery.

8           8.     Plaintiff D.W.H. asserts and alleges once Defendant Mr. Luis Prado, President  
9 of Quaker Oats was contacted the Executives within the corporation didn’t care if the  
10 great granddaughter died and failed to appropriately respond to the inquire, or relinquish  
11 any of the contracts and has shown a **“callous”** and **“reckless disregard”** towards  
12 paying royalties in order to save the life of Anna S. Harrington granddaughter due to  
13 unbridled **“greed”** and discrimination based on race while hoarding royalties. Plaintiff  
14 asserts and alleges that PepsiCo made more than \$62 billion in the last 10 years, from 22  
15 product lines not including prior years without paying one dime to the estate of Anna S.  
16 Harrington.

17           9.     Anna Short Harrington was born in 1897 in Marlboro County, South  
18 Carolina in a community known as Wallace where the seat of the county is Bennettsville.  
19 The Short Family lived on the **“Peguese Plantation”** where they picked cotton and  
20 worked in tobacco as sharecroppers. In 1927, **“A White family in Nedrow brought**  
21 **(Anna) from South Carolina as a maid. The lady promised her that they would “take her”**  
22 **(“emphasis added”)** back to South Carolina for her children. In 1928, they drove south  
23 and returned with Anna Harrington’s five children.

24           10.    Anna Short Harrington left the south and found domestic work inside of  
25 Kappa Sigma fraternity house, as well as, working for wealthy people, including the  
26 New York Governor Thomas E. Dewey; in order, to support her 5 children. Ms.  
27 Harrington had three daughters and two sons, as she moved with her family to Syracuse,  
28 New York where she cooked for a living.

1           11. The Plaintiff's assert and allege in 1935, The Quaker Oats Company went  
2 to the state fair and discovered Grandmother Anna S. Harrington cooking pancakes for  
3 large crowds of people. On information and belief, Plaintiff Grandson asserts Quaker  
4 Oats Executives stood outside the restaurant trying to figure out "**How Can "We" Put**  
5 **This Into A Box**" and "Exploit" the **Black Women**. Plaintiff Great Grandson D.W.H.  
6 asserts and alleges, in November 1935, his Great Grandmother became the Actress to  
7 play the role of Aunt Jemima, whose likeness appeared in an ad in "**Women's Home**  
8 **Companion**". The Plaintiff asserts that Quaker Oats exploited "Aunt Jemima" persona  
9 to endorse products with intent to not pay royalties towards her estate after her death in  
10 violations of the Lanham Act, 15 1125(a), and constitutes state and common law, breach  
11 of contract and tortious interference with contractual relations.

12           12. Plaintiff D.W.H. asserts Quaker Oats deliberately failed to make sure his  
13 Grandmother had proper representation of a "Licensed Attorney" to review any and all  
14 verbal or written Contracts. The headline capitalized on her Southern "accent" and  
15 "dialect" which came from the Culture and Language of the Gullah-Geechee Blacks of  
16 South Carolina. The Plaintiffs asserts and allege that Defendant Quaker Oats entered into  
17 "Verbal and/or Written Contract(s) that were designed to exploit the Grandmother Anna  
18 S. Harrington in the future by praying upon her lack of "Education, Age, Race and  
19 access to Legal Counsel". In addition, upon the founding of the United States, White  
20 people were allotted land, of which is the foundation of wealth development. Defendants  
21 were in position to exploit Nancy Green, and Anna Harrington, that came from  
22 plantations because the United States Congress schemed to not pay reparations or honor  
23 promises of 40 acres and a mule.

24           13. In 1935, The Plaintiffs asserts and alleges the ad in "Woman's Home  
25 Companion" in November 1935 said, "**Let ol Auntie sing in yo' kitchen.**" It was her  
26 picture with a "**Red**" ("emphasis added") bandana used on Quaker Oats products. "The  
27 headline capitalized on her Southern accent and dialect. "Make meal-time an adventure  
28 with Aunt Jemima's "magic menu" (emphasis added)" "n" waffles, Southern style."  
Many people mistakenly believe the "Red" bandana to be solely from the Antebellum

1 southern attire from slave roots; however, those colors, style and dress go further back  
2 historically to a proud Gallah Nation all the way to West Coast of Africa that was later  
3 adopted by Whites as the image of Aunt Jemima. Many people from the “**Gallah Nation**”  
4 maintained the culture, as well as, unique “**cooking traditions**”. (**Emphasis added**)  
5 From 1935 through 1955 Grandmother Harrington was the actress in commercials and  
6 public appearances playing the role of Aunt Jemima for 15 years, using her own Pancake  
7 Mix formulas as an employee of Quaker Oats. Anna S. Harrington died in 1955 and is  
8 buried at Oat Wood Cemetery, directly in front of Syracuse University.

9 “Some of her employers were a “**string of Governors of Virginia**” (“emphasis  
10 added”), Governor Thomas E. Dewey of New York, and a Fraternity House at  
11 Syracuse University.” Working for the “**rich and famous**” prepared her for the  
12 events that was about to take place and ensure her niche in history. (*The Story of*  
13 *Aunt Jemima by John Troy McQueen, pg. 31*)

14 14. Plaintiff asserts and alleges Anna S. Harrington, received numerous cooking  
15 awards and trophies at state fair events for her “cooking skills,” as defendants exploited  
16 her likeness for commercial use as well as the Grandma Olivia Hunter by conveying her  
17 essence and likeness of an individual products for commercial use.

18 “Anna Short Harrington’s fame was launched at a Fairground in Syracuse, New  
19 York area in 1935. She was cooking pancakes there when she was discovered by  
20 the Quaker Oats Company – her picture drawn, and her image publicized all over  
21 America as “**Aunt Jemima.**”

22 **INITIATION TO BAN QUAKER OATS PRODUCTS IN EMERGING**  
23 **AFRICAN MARKETS IN ADDITION TO LAND ACQUISITION DEALS**  
24 **DUE TO UNFAIR TRADE PRACTICES**

25 15. According to Port of Charleston records, African slaves brought to the  
26 port came from the following areas: Angola (39%), Senegambia (20%), the  
27 Windward Coast (17%), the Gold Coast (13%), Sierra Leone (6%), and  
28 Madagascar, Mozambique, and the two Bights (5% combined) (Pollitzer, 1999:43)  
Taken from the Western region of Africa in primarily the Krio and Mende

1 **populations** of what is today Sierra Leone as slaves and transported to some areas of  
2 **Brazil** (including Bahia), the Gullah-Gheechee slaves were sold to slave owners in what  
3 was then Charlestown, South Carolina. According to British historia, P.E.H. Hair, Gullah  
4 culture was formed as a creole culture in the colonies and United States from elements of,  
5 many different African cultures that came together there. These included the Wolof,  
6 Mandinka, Fula, Baga, Susu, Limba, Temne, Mende, Vai, Kissi, Kpelle, etc. of the Rice  
7 Coast, and many from the Gold Coast, Calabar, Congo Republic, and Angola.  
8 <http://en.wikipedia.org/wiki/Gullah>

9  
10 “Mufwene says that after the Second World War there were several migrations out  
11 of the region towards cities like **New York** and Washington in search of jobs.”



24 <http://www.cnn.com/2012/12/07/world/africa/gullah-geechee-africa-slavery-america/>

25  
26 16. Grandmother Harrington having left the South was able to take the proceeds  
27 from her employment with Quaker Oats and buy a 22 bedroom mansion in the heart of  
28 Syracuse, but the property was taken over to make way for the freeway, thus Harrington  
lost her home due to development.



1 “A way had to be found to mix by machinery the ingredient’s of Aunt Jemima’s  
2 pancake batter, to mix them exactly according to **“HER” (emphasis added)**  
3 **Recipe!** Equipment had to be built; it couldn’t be bought. No one had ever made  
4 such pancake flour before. At last the way was found. **The "ad" also mentioned**  
5 **that it was “Aunt Jemima’s idea/formula ("emphasis added") to add the**  
6 **“dried milk” (emphasis added) to the flour mix, not R.T. Davis’s.’**

7 17. Class Plaintiffs asserts and alleged throughout the 1930s the bulk of Aunt  
8 Jemima advertising continued to concentrate on the romantic world of “plantation flavor”  
9 – a phrase ubiquitous in newspaper and magazine ads – on Aunt Jemima and reminders  
10 that the recipe was “Aunt Jemima’s own,” (emphasis added) featuring illustrations of  
11 Uncle Mose and Colonel Higbee. (pg. 146, Slave In A Box)

12  
13 18. “She was portrayed by a **"real life cook"** Anna Short Harrington (1900 -  
14 1955) who worked for the Kappa Sigma Fraternity in Syracuse before going to work for  
15 former Governor Thomas E Dewey. "Harrington Appeared on local New York television  
16 programs and commercial during the early 1950s".  
17 [http://books.google.com/books?id=tDYftTBTFyEC&pg=PA28&lpg=PA28&dq=anna+r  
18 obinson,+aunt+jemima,+died+1951&source=bl&ots=eW0BhHcCc3&sig=8C\\_wKXNF  
19 GYc149rifYdLygPqCww&hl=en&sa=X&ei=jBs1U6yoOOGdyQH5h4G4BA&ved=0C  
20 D8Q6AEwBA#v=onepage&q=anna%20robinson%2C%20aunt%20jemima%2C%20die  
21 d%201951&f=false](http://books.google.com/books?id=tDYftTBTFyEC&pg=PA28&lpg=PA28&dq=anna+robinson,+aunt+jemima,+died+1951&source=bl&ots=eW0BhHcCc3&sig=8C_wKXNFGYc149rifYdLygPqCww&hl=en&sa=X&ei=jBs1U6yoOOGdyQH5h4G4BA&ved=0CD8Q6AEwBA#v=onepage&q=anna%20robinson%2C%20aunt%20jemima%2C%20die d%201951&f=false)



22  
23  
24  
25  
26  
27  
28 ANNA SHORT HARRINGTON  
(1897-1955)

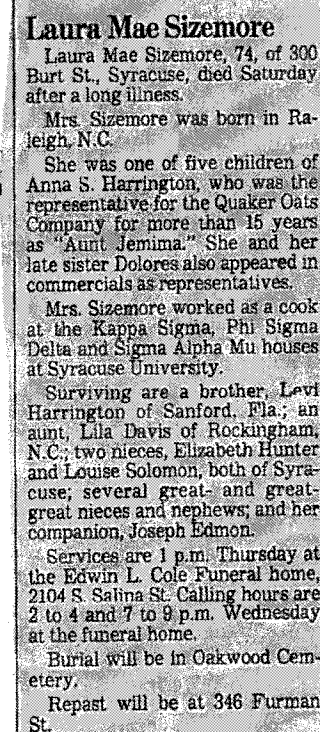
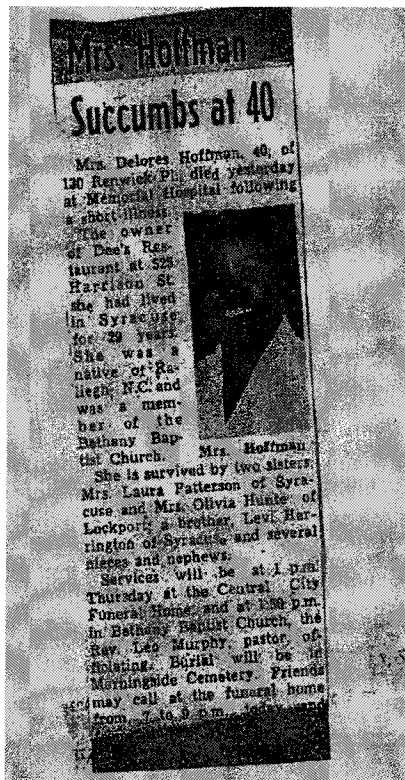
1 “The woman whose likeness was painted for the logo was Anna Short Harrington.”

2 [http://www.netipedia.com/index.php/Aunt\\_Jemima](http://www.netipedia.com/index.php/Aunt_Jemima)

3 19. Plaintiff D.W.H. asserts and alleges Quaker Oats then kept it “All in the  
4 Family” and hired three of Anna S. Harrington’s Daughters out of the five children to  
5 play the role of Aunt Jemima. The second family member to be utilized the play the  
6 Actress of Aunt Jemima was Deloris Hoffman, who died in her restaurant from a heart  
7 attack at the tender age of 40. The third family member to play the role of Aunt Jemima  
8 was Laura Mae Sizemore.

9 20. Around or about 1989, Plaintiffs’ asserts and allege at some stage,  
10 Executives from Quaker Oats contacted Grandmother Olivia Hunter, the youngest  
11 Daughter of Anna Harrington and posed inquire about the “Red” Bandana. The issue  
12 about the red bandana had become a political charged hot button issue, with many people  
13 not understanding the historical roots of the Gallah Nation.

14 21. Plaintiffs’ L. E. Sr., asserts and alleges that PepsiCo, and Quaker Oats  
15 Executives sent a photo opt team to the house to capture a picture of Olivia Hunter  
16 whereby they used her likeness, “hair color,” hair line, style (“emphasis added”) and  
17 then “removed” the “Red” Bandana, and placed her image on the box.



1 "As a child in the 1950s I could not look inside the image and see the African  
2 bones under those high cheeks. It was simply a "bandana" on "her head" not the  
3 American adaptation of the West African "**Gele head wrap**". ("Emphasis added")  
4 (Gomez, 1986, pp. 14-15)  
5 [http://testaae.greenwood.com/doc\\_print.aspx?fileID=GR5184&chapterID=GR5184-561&path=books/greenwood](http://testaae.greenwood.com/doc_print.aspx?fileID=GR5184&chapterID=GR5184-561&path=books/greenwood)

### 6 PARTIES

7 22. Plaintiff D.W.H., is the Great Grandson bringing this lawsuit on behalf the  
8 Great Grandchildren "under the age of three" ("emphasis added") on behalf of Anna S.  
9 Harrington, and at all times relevant hereto, is an individual in the state of Minnesota,  
10 residing at 1275 Lincoln Ave. St. Paul, MN 55105

11 23. Plaintiff L. E. Jr. is the Great Grandson of Anna S. Harrington located at  
12 604 Smokehouse Ln., Albermarle, NC 28001.

13 24. On information and belief, Defendant **PepsiCo, Inc.** is located at 700  
14 Anderson Hill Road Purchase, NY 10577 and with a Chicago offices located at 555 West  
15 Monroe Street, Chicago, IL 60661, (Ph): (914) 253-2000, Fax Number: (914) 253-2070.  
16 PepsiCo Inc. register of Agents is **c/o CT Corporation System, 111 Eighth Ave. N.Y.,**  
17 **N.Y. 10011 to be served with the civil complaint.** Its revenues support this claim. In  
18 just one fiscal year (2013), PepsiCo. and all its brands made \$65 billion dollars. Its  
19 principal place of business is New York.

20 25. On information and belief, Defendants The **Quaker Oats Company** is a  
21 "Corporation" located at 555 W Monroe St Fl.#1 Chicago, Illinois 60661-3716 United  
22 States. Defendant Quaker Oats Register of Agents is **c/o CT Corporation System, 208**  
23 **So. LaSalle St. Suite 814, Chicago, IL 60604** to be served with the civil complaint.

24 26. On information and belief, Defendant **Pinnacle Foods Group, LLC, c/o**  
25 **Agent: C T Corporation System** is located at C T CORPORATION SYSTEM, 208 SO.  
26 LaSalle St, Ste # 814, Chicago, IL 60604, and a Principal place of business 99 Jefferson  
27 Road, Parsippany, NJ 07054.

28 27. On information and belief, Defendant **The Hillshire Brands Company, c/o**  
**Agent: C T Corporation System** is located at 208 SO LASALLE ST, SUITE 814  
Chicago, IL 60604, Secretary: Kent B. Magill 400 S Jefferson St. Chicago, IL 60607.

1 Defendants just merged with Pinnacle's with a closing market cap price for the total  
2 enterprise value of \$6.6 billion.

3 28. John Does 1 through 25 are fictitious names of defendants sued under the  
4 provision of Section 474 of California Code of Civil Procedure because their true names  
5 and capacities, whether individual, association, partnership, corporation or otherwise, are  
6 unknown to Plaintiffs at this time. Plaintiffs will seek leave of court to amend this  
7 Complaint to allege the true names and capacities of said defendants when they are  
8 ascertained.

9 29. Plaintiffs are informed and believe, and on the basis allege, that at all times  
10 relevant hereto, the defendants, and each of them, were acting on behalf of an as the  
11 employee, agent, and/or representative of each other and with the consent, knowledge  
12 and permission of each other and with the consent, knowledge and permission of each of  
13 the remaining defendants, and were acting within the course, scope and purpose of said  
14 employment, agency, authority and/or representation.

15 30. Plaintiffs also are informed and believe, and on that basis allege, that all  
16 defendants sued herein as Does, and each of them, acted in consort, participated in and  
17 aided and abetted in the acts alleged herein, or are in some manner responsible for the  
18 acts alleged herein. Plaintiffs further are informed and believe, and on that basis allege,  
19 that some or all of the acts and omission alleged herein and some or all of the damages  
20 sustained by Plaintiffs occurred within this judicial district of Minnesota, Chicago, New  
21 York, and Atlanta.

22 31. The Quaker Oats Company, and PepsiCo and Does 1 through 25 are  
23 collectively referred to herein as "Defendants."

#### 24 **JURISDICTION & VENUE**

25 32. This Court has subject matter jurisdiction over the claims pursuant to 28  
26 U.S.C. 1331, 1332(a) and (d) including 28 USC 1338(a) (any act of Congress relating to  
27 copyrights, patents and trademarks) for the Class exceeds \$5,000,000, and the Plaintiff  
28 and other putative Class members are citizens of a different state than Defendant.



1 equitable remedies towards PepsiCo, and Quaker Oats that are found to have engaged in  
2 “Uneven/Unfair Businesses Practices”.

### 3 STATUTES OF LIMITATION

4 40. On March 31, 2013, Plaintiffs assert and allege that Dean Panos Attorney  
5 For PepsiCo, Quaker Oats and Pinnacle disclosed that said parties could not locate  
6 and/or or find any contracts for any of the Aunt Jemimas’ including Anna S.  
7 Harrington’s likeness that is deposited within the USPTO; in order, to be in compliance  
8 with 15 U.S.C. 1041(B), of which invoked the Harrington Estate’s Ownership in the  
9 Aunt Jemima trademark, while called into question a “**THEFT**” of 64 original formulas  
10 and 22 menus. Statute of limitations begins to run upon the discovery of a theft. From  
11 **Nov. 1, 2013** until June 2014, statutes of repose are **tolled** as a proximate result of  
12 Supervisors within Syracuse Vital Statistics deliberately engaging in **fraud** and  
13 “**reversing**” an “**electronic payment**” transaction **No. #219450639874**, in the amount:  
14 \$45.00 dollars while making false statements with calculated intent to “interpose delay”  
15 and obstruct receipt of the Certified Death Certificate for approximately 6, thus invoking  
16 tolling for the third incident of Economic Espionage within a 10 year period by a  
17 government employee against members of the Black community. Statutes of limitations  
18 do not apply to African American’s that were taken from plantations as they were not  
19 compensated by the U.S. Government for Reparations and could only depart with their  
20 only possession which was in this case 64 formulas and 22 menus.

21 41. Plaintiff asserts and alleges, Statutes of Limitations under ICERD have four  
22 years from the date of the discriminatory act to file the lawsuit.  
23 [http://www.employmentlawfirms.com/resources/employment/discrimination/what-is-](http://www.employmentlawfirms.com/resources/employment/discrimination/what-is-statute-limitations-for-filing-race-discrimination)  
24 [statute-limitations-for-filing-race-discrimination](http://www.employmentlawfirms.com/resources/employment/discrimination/what-is-statute-limitations-for-filing-race-discrimination)

25 42. K. A.’s daughter is less than 2 years old and has not reached the “age of  
26 understanding” of the family history nor her 18<sup>th</sup> Birthday. In *American Pipe and*  
27 *Construction Co. v. Utah*, 414 U.S. 538 (1974), the Supreme Court held that the filing  
28 of a class action suspends the statute of limitations as to all “putative class” members so  
long as they remain members of the proposed class. **Plaintiff further asserts statutes of**

1 limitations and statutes of repose toll on Babe Jane Doe as she is unaware of the  
2 breach, and Congress did not intend of such statutes to be a bar for Federal  
3 Trademarks or Copyrights.

4 **FACTS COMMON TO ALL CAUSES OF ACTION**

5 43. Aunt Jemima pancake mix is an iconic brand that became an American  
6 famous household product that is known throughout the world for breakfast. Plaintiffs'  
7 assert and alleges that in 1889 Christ Rutt and Charles Underwood of Pearl Milling  
8 Company produced a self-rising pan cake mix ready mix under the brand of Aunt  
9 Jemima. In 1890, RT Davis purchased the struggling Aunt Jemima Manufacturing  
10 Company. He then brought to life the Aunt Jemima character Nancy Green as his  
11 spokeswomen.

12 44. Plaintiffs' asserts and alleges "the founders immediately began to package  
13 the mix for sale to the public. The first commercial batch was packaged in paper bags  
14 with a generic label, "**Self-Rising Pancake Flour**," since the Aunt Jemima name had not  
15 yet been conceived."

16 45. Plaintiffs assert and allege "Rutt and Underwood could not raise the  
17 necessary capital to promote and market the product effectively. They soon ran out of  
18 money." in 1900, the company suffered one disaster after another. It declared bankruptcy  
19 and was reorganized in 1903 and renamed the Aunt Jemima Mills Company in 1914.

20 46. Plaintiffs assert and allege Davis Company risked an expensive promotion  
21 and took a booth at Chicago's Columbian Exposition and World's Fair in 1893. They  
22 gambled the entire company on acquiring a figure head to portray Aunt Jemima. The  
23 response was nearly overwhelming; a police detail was required, and Davis' gamble paid  
24 handsomely."

25 47. In 1914, the image of Aunt Jemima was so popular that the company  
26 renamed the company the Aunt Jemima Mills Company. In 1926, The Quaker Oats  
27 Company purchased the Aunt Jemima Mills Company.  
28

1           48.    Around or about 1933 John Does Executives at Quaker Oats advertising  
2 division hired Anna Robinson, described as a large, gregarious woman with a face of an  
3 angel. Ms. Robinson died in 1951.

4           49.    Plaintiff asserts and alleges around or about 1935, Advertising Executives  
5 within Quaker Oats discovered Grandmother Anna S. Harrington at the “**Syracuse State**  
6 **Fair**” cooking “**her own pan cake mix**” (“**emphasis added**”) and then approached her  
7 to portray the Actress roll of Aunt Jemima where thereafter she become employed for 15  
8 years.



### CORPORATE ESPIONAGE

18           50.    The Plaintiffs asserts and alleges the “A coupon offered (with one box)  
19 “Aunt Jemima’s “album of Secret Recipes” (emphasis added) **containing 64 of her**  
20 **recipes and 22 complete menus.**” (“Emphasis added”) (*The Story of Aunt Jemima by*  
21 *John Troy McQueen, pg. 36*)

22           51.    The Plaintiffs asserts and alleges “**Professional Chef & Nutritionist**”  
23 “**Mrs. Harrington developed her own recipe for keeping for keeping her waistline**  
24 **down and the pancake consumption up. She used potato grease on the skillet**  
25 **instead of butter. “That was probably the first time in history that potatoes weren’t**  
26 **considered fattening.**” (*The Story of Aunt Jemima by John Troy McQueen, pg. 36 and*  
27 *37*)

28           52.    In 1937, the Plaintiff asserts and alleges The Quaker Oats company  
trademark the character Aunt Jemima.



UNITED STATES PATENT OFFICE

The Quaker Oats Company, Chicago, Ill.  
Act of February 20, 1905  
Application November 24, 1936 Serial No. 58,594

AUNT JEMIMA



STATEMENT

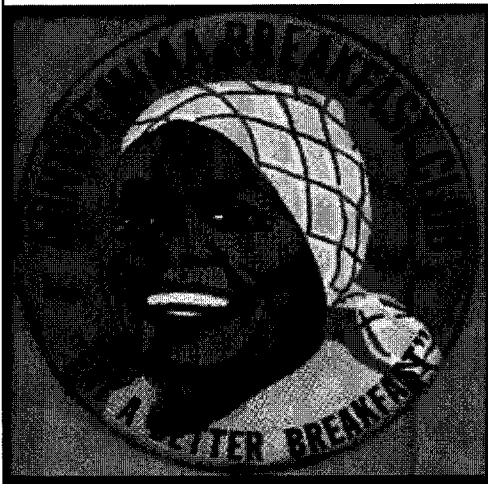
To the Commissioner of Patents:  
I, the undersigned, being the inventor or  
author of the above invention, do hereby  
claim as my invention the method and  
apparatus as and to the extent herein  
set forth.



STATEMENT

To the Commissioner of Patents:  
I, the undersigned, being the inventor or  
author of the above invention, do hereby  
claim as my invention the method and  
apparatus as and to the extent herein  
set forth.

54. In 1957, Defendants Quaker introduced Aunt Jemima "Buttermilk" ("emphasis added") Pancake & Waffle Mix. Also at this time, Quaker began to advertise on television, and also making "Aunt Jemimas".



55. In 1966, Plaintiff asserts and alleges Quaker introduced syrup under the Aunt Jemima trademark.

56. In 1968, Plaintiff asserts and alleges Quaker introduced Aunt Jemima frozen waffles.

57. In 1970, Quaker introduced Aunt Jemima Lite Syrup.

58. In 1981, Quaker introduced a campaign for frozen products.

59. In 1985 Quaker introduced Aunt Jemima Butter Lite syrup.

60. In 1991, Quaker Oats introduced Aunt Jemima Butter Rich syrup.

1           61. In 1996, Aunt Jemima frozen products were licensed out to Pinnacle Foods  
2 Corporation. [http://www.ajcornmeal.com/aj\\_history/](http://www.ajcornmeal.com/aj_history/)

3           62. In addition, revenue was generated from licenses to third parties such as  
4 Pinnacle Food, as Defendants sold "Aunt Jemima" related merchandise through various  
5 wholesalers, stores, shops to help market and sell "Aunt Jemima" drinking mugs, and  
6 other related products.

7           63. The backdrop to the "trademark" image of Aunt Jemima wearing the "Red"  
8 bandana is a romanticized view of antebellum plantation life that was captured in photos  
9 based upon Anna S. Harrington's likeness in 1935. The myth surrounding Aunt Jemima's  
10 secret recipe, family life, and plantation life as a happy slave contributes to the post-civil  
11 war idealism of southern life and America's developing consumer culture.

12           **UNLAWFUL CONDUCT OF COMMON TO THE CLASS DEFENDANTS**  
13           **FAILURE TO PROVIDE REVENUE REPORTS**

14           64. Defendants shaped and ultimately controlled the reasonable expectations of  
15 Anna S. Harrington. In addition to providing the benefits of collective bargaining for its  
16 members, the Screen Actors Guild ("SAG") monitors television residuals. SAG does not  
17 monitor merchandising.

18           65. Defendants had exclusive control of the financial information necessary to  
19 determine whether Plaintiffs were owed money related to merchandise. Plaintiff does not  
20 have access to this information.

21           66. It is the customary practice in the entertainment industry to provide periodic  
22 revenue statements when revenue had been generated relating to merchandise. Anna S.  
23 Harrington was not aware of this custom and practice and relied upon Defendants to  
24 provide revenue statements if funds were due to Harrington.

25           67. Defendants knew that without the revenue statements Anna S. Harrington  
26 and her family would reasonably believe that they were not owed any money relating to  
27 merchandise. Capitalizing on this knowledge, Defendants did not provide Anna S.  
28 Harrington with revenue statements, and as a consequence, Plaintiffs family formed the  
reasonable belief that Defendants did not owe them any money.

1           68. Around or about October 28, 2013, Plaintiff Great Grandson contacted  
2 Quaker Oats and demanded that they pay a fair share of royalties and justifiable  
3 compensation for their Grandmother Anna S. Harrington playing to Actress Aunt  
4 Jemima for 15 years, and the Defendants failed to respond to the billion dollar “request”.

5           69. Plaintiffs D.W.H. did not and could not have reasonably discovered facts  
6 constituting Defendants breach of contract, fraud and conversion of monies until  
7 Plaintiff learned in mid-October 2013 that they trademarked the likeness, and picture of  
8 Anna S. Harrington wearing the Red bandana in 1937. Plaintiff had been diligently  
9 looking for this crucial information for years to no avail, until his a Jane Doe person was  
10 on a phone call that discovered the link online to Wikipedia in October 2013.

11           70. Plaintiffs asserts and alleges that his Great Grandmother Anna Harrington  
12 entered into a written contractual agreement with Quaker Oats to do guest appearances  
13 and commercials for 15 years while using her “**own original pancake mix**” and to share  
14 in the gross proceeds and/or royalties of any and all Aunt Jemima products over the  
15 duration of 15 years.

16           71. **Plaintiff assert Quaker Oats did not teach Anna S. Harrington, Deloris**  
17 **Hoffman or Laura Mae Patterson how to make the secret formula to the pancakes,**  
18 **as The Harrington’s already knew and Anna had her own formula/traditions when**  
19 **they discovered her cooking at the state fair for massive crowds of people.**

20           72. Plaintiff asserts and alleges that his Uncle / Witness William Scott when he  
21 was less than 10 years was the local Paper Boy riding a bicycle around town and  
22 delivering papers in the community. According to Witness William Scott he would go to  
23 the fair grounds and eat Pan Cakes directly made by Anna S. Harrington before he knew  
24 that he would marry the Plaintiff’s Aunt D. Scott.

25           73. **On information and belief Plaintiff asserts that Anna Harrington**  
26 **entered into a written contractual agreement to play the Actress role of Aunt**  
27 **Jemima to acquire percentage of net and/or gross proceeds, including but not**  
28 **limited to a royalty rate after immortalizing her image inside the USPTO**  
**throughout world commerce in advertisement and/or for various products.**

1           74. The Plaintiffs asserts Anna Harrington conferred a benefit on the defendant  
2 Quaker Oats. The defendants Quaker Oats and PepsiCo had knowledge of the benefit.  
3 Said defendants accepted or retained the benefit of Anna Harrington working for 15  
4 years as the Actress of Aunt Jemima, and circumstances make it unjust for the  
5 Defendants to retain the benefit without justifiable compensation to her estate of Anna S.  
6 Harrington and her family heirs.

7           75. Plaintiffs asserts and alleges that Anna S. Harrington travelled from State to  
8 State on the trains, visiting various cities working for Quaker Oats as the Actress Aunt  
9 Jemima while making her own "**formula for pancakes**" under the mutual understanding  
10 that Quaker Oats would share in the proceeds of the business.

11           76. Plaintiffs assert Pinnacle Foods have been selling around \$300,000,000  
12 million dollars in Aunt Jemima product lines without paying any royalties to the Estate  
13 of Anna Short Harrington.

14           77. Plaintiff asserts that defendants Quaker Oats committed a material breach  
15 resulting in damages based on failure to fully compensate her estate annually after her  
16 death while engaging in "**Industrial Espionage**" and wrongfully procuring in part  
17 and/or in whole trade secrets from Anna S. Harrington's "pancake formula". Plaintiff's  
18 asserts and allege Defendants took out an Ad in newspapers boasting about procuring the  
19 trade secrets of the formula while engaging in willful acts of deception. ("Emphasis  
20 added").



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7. "Aunt Jemima Bids Goodbye to the Old Plantation," *Saturday Evening Post*, 13 January 1921, 66

1  
2  
3 78. Plaintiff asserts and alleges Defendants PepsiCo, Pinnacle, and Quaker  
4 Oats Attorney Dean Panos claimed the Defendants cannot find any contracts authorizing  
5 them to use any of the likenesses of Anna Short Harrington, Olivia Hunter, Deloris  
6 Hoffman, and anyone else that portrayed the Professional Chef Aunt Jemima. Plaintiff  
7 D.W.H. asserts and alleges to wit defendants willfully procured by deceptive means in  
8 part and/or in whole elements of Anna S. Harrington's "Pancake formula," and then  
9 developed "selective amnesia" with malice intent to procure 64 formulas and 22 menus.  
10 Plaintiff continued to pose inquire to PepsiCo, Quaker Oats, and Pinnacle Board of  
11 Directors specifically inquiring to know, "What make you think your "ENTITLED" to  
12 utilize our Great Grandmother's likeness "without payment" as your entities do not own  
13 the Trademark Aunt Jemima?"

14 From: DPanos@jenner.com

15 To: [REDACTED] marc.kesselman@pepsico.com

16 Subject: RE: Estate of Anna S Harrington

17 Date: Mon, 31 Mar 2014 23:02:35 +0000

18 Dear Mr. Hunter,

19 We apologize for any delays in responding sooner. PepsiCo and Quaker are actively  
20 searching for contracts that would pertain to Ms. Anna S. Harrington, which if they exist  
21 go back 60 years or even longer. We thus far have not located these documents in the  
22 places that have been searched.

23 Please have Mr. [REDACTED] let me know if this is acceptable to you.

24 Regards,

25 Dean"

26 79. According to the newspaper article from Oakwood Cemetery around 2001,  
27 Plaintiff asserts and alleges that Quaker Oats omitted Anna S. Harrington from their  
28

1 website with premeditated intent to not pay a fair and equitable share of the revenues or  
2 royalties to the estate while exploiting the Harrington's likeness for commercial purposes.

3 80. In the alternative Plaintiffs assert and alleges that defendants Quaker Oats  
4 procured a quasi-contract for services from Anna S. Harrington to play the Actress of  
5 Anna S. Harrington in commercials and public appearances while preparing "HER OWN"  
6 Original Formula at the state fair grounds for pancake mix as the defendants plotted on  
7 the side, with intent to wrongfully procure the Pancake Mix formula without just  
8 compensation. Defendants schemed to get next to the Governor Dewey's Chef and  
9 knowingly accepted Harrington's services, retained the resulting proceeds, and it would  
10 be inequitable for PepsiCo or Quaker Oats to continue to retain all the benefits without  
11 justifiable compensation to her estate.

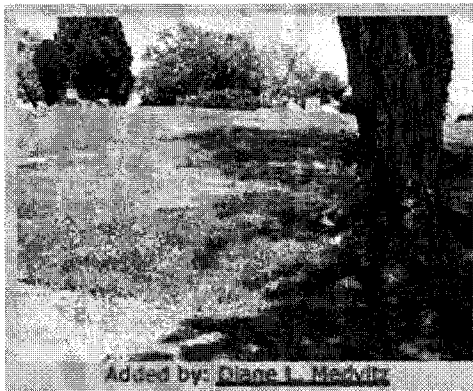


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23 81. On October 28, 2013, Plaintiff asserts and alleges that he contacted Quaker  
24 Oats to relinquish the contracts for employment up to 15 years. Shortly thereafter,  
25 Plaintiff's Aunt Betty Williams passed away. Plaintiff went online to "Ancestry.com"  
26 digging for information on Anna. S. Harrington and found the actual gravesite of Anna.  
27 S. Harrington buried at Oakwood Cemetery located at Plot: Sect H-4, plot #63.

28 82. Plaintiff asserts he went to Syracuse for the funeral and searching for his  
Great Grandmother's gravesite, and to specifically check to see if Quaker Oats left any

1 **flowers on the gravesite**, after not paying any royalties for 60 years. The Plaintiff  
2 asserts due to over racism and utter **“CONTEMPT”** (“emphasis added”) towards the  
3 Black community Defendants PepsiCo and Quaker Oats did not leave one flower on the  
4 gravesite while wrongfully procuring 64 original recipes and 22 complete menus  
5 inclusive of the Pancake formula, thus constituting Corporate Espionage to a pancake  
6 empire that grosses more than \$300,000,000.00 million per year.

7 83.



23  
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28

84. Plaintiff D.W.H. asserts and alleges that in September of 1993 his Grandmother Olivia summoned him to Syracuse in her final stages of cancer and gave him the picture of his Great Grandmother Anna S. Harrington, as the Actress Aunt Jemima on his way to Japan as an International Student. Plaintiff did not want to lose the picture, and made a copy of the image and asked his Grandmother to hold onto the picture until he returned from Japan so that he could perform research on the history. Plaintiff asserts that his Grandmother Olivia passed away while he was in Japan, and that when he returned to Syracuse for the funeral to find the original picture, it was gone.

85. Furthermore, Plaintiff D.W.H. was unaware at the time that his Aunt Elizabeth Hunter contacted Quaker Oats while his Grandmother Olivia was dying of cancer to try to bring closure with Quaker Oats. Plaintiff asserts and alleges that Quaker Oats with “ill-will” towards the “Black Community” never responded to Elizabeth Hunter’s inquire while Olivia Hunter passed away with cancer, in the same fashion that they never responded to the Great Granddaughter needing a lifesaving surgery.

1 Grandmother Olivia Hunter was a Foster Mother for “Black and White children” that  
2 didn’t have homes and raised nearly 30 kids within her lifetime in Syracuse and Florida.  
3



13  
14 86. Plaintiff D.W.H. asserts and alleges that PepsiCo, Quaker Oats, and  
15 Pinnacle are “willfully engaged” in a “Pattern” and “Practice” of racial discrimination  
16 towards Anna S. Harrington’s heirs, including members within her family, reflecting an  
17 innate form of disrespect towards African American people in general as cited by  
18 *Glenda Brooks vs. Quaker Oats, Case No. 10-2135* filed June 28, 2010.

19 87. Plaintiff asserts and alleges that Quaker Oats contributed economic  
20 resources to “Rainbow Coalition” to not Boycott PepsiCo and Quaker Oats and after  
21 trademarking the character in 1937 of Anna S. Harrington to portray Aunt Jemima and to  
22 exploit her likeness, image, and picture over 15 year duration of time, including all her  
23 daughters. After her death, Defendants knew that they were engaging in oppression,  
24 fraud, or malice conduct by failing to pay any royalties, revenue, on the sale of goods,  
25 products, including merchandise for 59 years.

26 88. Plaintiffs assert and allege Defendants Pinnacle Foods merged with  
27 Hillshire Brands around or about May 2014 in the tune of a \$ 5 billion annually cash  
28 with a so-called mission “Reinvigorate Iconic Brands,” such as Aunt Jemima. (Exh. 3)



1 "From: [REDACTED]@gmail.com)

2 Sent: Mon 5/05/14 5:36 PM

3 To: [REDACTED] Hunter ([REDACTED]@hotmail.com)

4 "[REDACTED] the lawyer and I are still  
5 negotiating on **cordial terms.**"

6 89. Plaintiff asserts and alleges due to systemic and institutionalized  
7 discrimination based on "**Race**", **perpetrated by Defendants PepsiCo, Quaker Oats,**  
8 **and Pinnacle Foods Executives** said parties at the behest of their Attorney Dean Panos  
9 willfully engaged in acts of "omission," while refusing to comply with instructions to  
10 "**acknowledge the existence**" of Anna Short Harrington as Aunt Jemima on their  
11 historical website while utilizing her image on product brands. Plaintiff asserts and  
12 alleges Quaker Oats deposited Harrington's likeness inside the USPTO, and in "**bad**  
13 **faith,**" failed to pay royalties to the heirs for the usage of Harrington's likeness as a  
14 Federal Trademark after receipt of the **Certified Death Certificate** listing **Quaker Oats**  
15 as the **EMPLOYER.**

16 90. Plaintiff asserts and alleges according to statements from the internet  
17 Defendants **paid third party non-families (i.e. The Rainbow Coalition) that resulted**  
18 **in a boycott against PepsiCo, and Quaker Oats** being averted, of which, imputes  
19 **GUILT.**

20 91. Plaintiff asserts and alleges Defendant Executives, including Janet L.  
21 Silverberg PepsiCo, Chief Trademark Attorney in "**bad faith**" did not make any counter  
22 offer in eight months, while operating under the erroneous belief of "**White Privilege**"  
23 and "**Entitlement,**" with **callous intent** to steal royalties from Olivia Hunter who was a  
24 foster Grandmother for the City of Syracuse, literally taking care of 5 babies under 4  
25 years old while terminally ill and dying from cancer, as PepsiCo, so - called Harvard  
26 Executives schemed to exploit and wrongfully procure past, present and future royalties  
27 for 64 original formulas and 22 menus. Defendants were aware of Olivia Hunter's  
28 diminished capacity as they schemed to acquire her photograph while encroaching upon  
her right to be compensated for the use of her image, as well as, inherit proceeds from  
her mother that came from a plantation after our blood line completed 250 years of

1 enslavement without Reparations from the United States in violations of **ICERD Article**  
2 **5(vi):**

3 Date: Tue, 24 Jun 2014 15:18:12 -0700

4 Subject: Aunt Jemima

5 From: [REDACTED]@gmail.com

6 To: [REDACTED]@yahoo.com; [REDACTED]@hotmail.com

7 D [REDACTED]:

8 "I received a call this afternoon from Dean Panos..."

9  
10 "Also, Mr. Panos is **unwilling to open the package you sent to him .....**"

11 "**He still has the package but it remains unopened.** Regarding the death  
12 certificate, he assures me that he has no intention of altering it (as I have my own  
13 certified copy), but he cannot assure you that he will be able to do the special  
14 handling which you have requested. If you insist on special handling, he will  
15 return your package unopened."

16 Sincerely,

17 R [REDACTED]

18 **FIRST CAUSE OF ACTION**

19 **(Deprivation of Rights of Publicity, Violation New York Sect. 50 and 51 *et. seq.*)**

20 **(By Plaintiffs against All Defendants, and Does 1-25)**

21 92. Plaintiffs' re-alleges each and every allegation contained in all prior  
22 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle, Hillshire Brands, and  
23 John Does of this Complaint for exploitive commercial purposes. (Exhs. 1, 2, 3, 4, 5, 6,  
24 7, 8, 9, 10)

25 93. Plaintiffs asserts and alleges the Harrington Estate relinquished a copy of  
26 Anna Short Harrington's Certified Death Certificate with Quaker Oats on the Vital  
27 Statistic document listed as the employer, as the Co-conspirator Executive Defendants,  
28 refused to offer any payment for past royalties while simultaneously refusing to comply

1 with instructions to acknowledge Anna Harrington on the Quaker Oats website with  
2 discriminatory animus intent based on race.

3 94. Plaintiffs as class members asserts that Defendants Quaker Oats deposited  
4 their Great Grandmother Anna Short Harrington, likeness and complete facial features  
5 inside the USPTO under registration number **Reg. No. 71385940**  
6 without a consent and/or release form. Plaintiff asserts and alleges that PepsiCo, Harvard  
7 Graduate Attorney Janet L. Silverberg, Chief Trademark Executive deposited our  
8 Grandmother Olivia Hunter's likeness, after a photo-opt, inside the USPTO which  
9 reflected her chin, cheeks, lips, hairline, hair texture, forehead, skin tone, eye color, ear  
10 rings, of which was distributed through interstate commerce in order to procurement of  
11 the Trademark 1697862 for the purposes of advertising, selling and soliciting purchases  
12 of pancake products, without disclosing to her while she had cancer that she was owed  
13 royalties. (Exhs. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24)

14 95. Defendants PepsiCo, Quaker Oats, and Pinnacle have willfully and  
15 intentionally used and continued to use entire family blood line likeness throughout  
16 world commerce inclusive of Anna Short Harrington, Deloris Hoffman, and Olivia  
17 Hunter while encroaching upon the Rights of Publicity by the heirs. Plaintiff asserts and  
18 alleges Pinnacle Foods annual revenue is \$5 billion dollars with a so-called Mission to:  
19 "Reinvigorating Iconic Brands".[http://www.glassdoor.com/Overview/Working-at-](http://www.glassdoor.com/Overview/Working-at-Pinnacle-Foods-EI_IE6882.11,25.htm)  
20 [Pinnacle-Foods-EI\\_IE6882.11,25.htm](http://www.glassdoor.com/Overview/Working-at-Pinnacle-Foods-EI_IE6882.11,25.htm)

21 96. Defendants undertook actions in the furtherance of their conspiracy to use  
22 in commerce the entire family likeness within all states of America, including Illinois,  
23 New York, Atlanta, North Carolina, etc. In addition, Defendants use of Great Grandma  
24 Anna Short Harrington, Aunt Deloris Hoffman, Aunt Laura Mae Sizemore, and  
25 Grandma Olivia Hunter images and likeness arose in and emanated from Syracuse New  
26 York.

27 97. Plaintiffs' class as the Estate of Anna Short Harrington and Olivia Hunter  
28 has been injured.

### **SECOND CAUSE OF ACTION**







1 property rights and the goodwill of plaintiff, and has attempted to falsely create in the  
2 perception of the public impression, in the mind of the consumers that Anna S.  
3 Harrington 's recipes were solely a manifestation of their own product development,  
4 when in fact Quaker Oats / Pinnacle recorded every element of Harrington's work  
5 product to induce customers patronize Aunt Jemima products.

6 115. Plaintiffs asserts and allege defendants PepsiCo, Quaker Oats, Pinnacle and  
7 John Does willful acts of omission on their website of Anna S. Harrington historical  
8 contribution, and concealment of the origin of recipes or false representation has caused  
9 the general public to believe Aunt Jemima to be a "**mythical character;**" in order, that  
10 Executives with Quaker Oats/PepsiCo could avoid paying royalties, of which, became  
11 the cause of the likeness of confusion, mistake or deception of the public to capitalize on  
12 the favorable commercial impression created by Anna S. Harrington and the association  
13 with the success of the 64 "Secret Recipes" and 22 menus.

14 116. Defendants have been unjustly enriched by misappropriating and trading on  
15 the goodwill and reputation earned by Harrington winning numerous trophies, and that  
16 was developed by Harrington at great effort and expense.

17 117. Defendants unlawful conduct, including as described above, was deliberate,  
18 knowing and in willful disregard of Anna S. Harrington's property rights.

19 118. On information and belief, Plaintiffs' assert and allege that Quaker Oats  
20 advertised on YouTube that they entered into "written contracts" with Nancy Green,  
21 Anna Robinson which logically follows a contract had to exist for Anna S. Harrington:

22 "Davis contacted Green and confirmed Jackson's appraisal. "She was a  
23 magnificent cook, an attractive woman of outgoing nature and friendly  
24 personality, gregarious in the extreme" (Sacharow, 1982, p. 145). She was the  
25 perfect person to bring the Aunt Jemima trademark to life. Meeting with high  
26 approval from all of the company officials, **Green was signed to an exclusive**  
27 **contract which would give her the right to impersonate Aunt Jemima for**  
28 **the rest of her life.**" ("Did You Know... ?," 1989, p. 142)  
[http://testaae.greenwood.com/doc\\_print.aspx?fileID=GR5184&chapterID=GR5184-561&path=books/greenwood](http://testaae.greenwood.com/doc_print.aspx?fileID=GR5184&chapterID=GR5184-561&path=books/greenwood)

1 "She was proclaimed "Pancake Queen." She was signed to a "**lifetime contract**"  
2 ("emphasis added") and traveled on promotional tours all over the country.  
3 Flour sales were up all year and pancakes were no longer considered  
4 exclusively for breakfast.  
5 [http://www.aaregistry.org/historic\\_events/view/nancy-green-original-aunt-jemima](http://www.aaregistry.org/historic_events/view/nancy-green-original-aunt-jemima)

6 "**Anna Robinson**...The officials at Quaker Oats were so impressed with the  
7 advertisements using Robinson that they commissioned Haddon Sunblom, a  
8 nationally known commercial artist, to paint a portrait of her. The Aunt Jemima  
9 package was redesigned around the new likeness. Robinson stayed on the  
10 Quaker Oats Company payroll until her death in 1951".

11 119. Defendants' conduct against Anna Harrington including as described above,  
12 constitutes a federal offense of unfair competition, unfair business practices, oppression,  
13 fraud and exploitation in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125,  
14 and 15 U.S.C. §1041(B), including ICERD

15 "**It was her picture with a bandana used on Quaker Oats products.**"  
16 **MacCallum, Tom (2009-04-25). "Aunt Jemima has roots in Richmond**  
17 **County". Richmond County Daily Journal**  
18 [http://en.wikipedia.org/wiki/Aunt\\_Jemima](http://en.wikipedia.org/wiki/Aunt_Jemima)

19 120. Plaintiff has been damaged by defendants' acts in an amount to be  
20 determined at trial, and if defendants' conduct is allowed to continue, plaintiffs' Estate  
21 and its goodwill and reputation will continue to suffer immediate, substantial, and  
22 irreparable injury that cannot be adequately calculated and compensated in monetary  
23 damages.

24 121. Defendants conduct has further caused and is causing damage and  
25 irreparable injury to Plaintiffs class members. Plaintiff and class members are  
26 accordingly entitled to disgorgement of PepsiCo, Quaker Oats and Pinnacle Foods,  
27 profits, and injunctive relief, plus interest and attorneys' fees, pursuant to 765 ILCS  
28 1075/55 and request the following injunctive relief, (a) Order that PepsiCo, Quaker Oats  
and Pinnacle cease and desist from continuing to unlawfully utilize Harrington's



1 likenesses (b) that Defendants disgorge all its profits by taking over their deposit  
2 accounts without interfering with the distribution of the brand.

3 122. Defendant PepsiCo, Quaker Oats, and Pinnacle Foods conduct has further  
4 caused and is causing damage and irreparable injury to Plaintiff and class members.

5 **SIXTH CAUSE OF ACTION**

6 **(Breach of Contract)**

7 **(By Plaintiffs against All Defendants and Does 1-25)**

8 123. Plaintiffs' re-alleges each and every allegation contained in all prior  
9 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle, Hillshire Brands, and  
10 John Does of this Complaint for exploitive commercial purposes.

11 124. Defendants owed Anna S. Harrington a "duty of good faith" and "fair  
12 dealings by virtue of the Agreement. This duty included the obligation to act in fair and  
13 good faith when determining whether to deduct and/or pay a percentage or royalties  
14 and/or revenue for 64 original formulas and 22 complete menus to Harrington and/or  
15 Harrington's Estate and using a Olivia Hunter's image without her knowledge, and her  
16 identity in connection with products, if the as the Defendants manufactured or sold those  
17 products under their identities.

18 125. Defendants Business Conduct statement provides that "[o]beying both the  
19 letter and spirit of the law is one of the foundations of PepsiCo, Quaker Oats and  
20 Pinnacle ethical standards" in regards to compensation after registering Trademark No.  
21 1697862. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)

22 126. In the furtherance of the unlawful conspiracy alleged above and with the  
23 knowledge of the Quaker Oats, and PepsiCo, both breached its contracts with Anna S.  
24 Harrington and Harrington Class members Estate by and among other things, (1)  
25 Defendants have failed and refused to pay the amounts of royalties owed to Anna S.  
26 Harrington's Estate / Plaintiffs for revenue received as a result of the use of the "actress"  
27 name, voice or likeness in connection with product merchandising rights (in all its  
28 forms), (2) Defendants licensed the likeness, voice, esthetic look Anna S. Harrington to  
third parties without compensating the Harrington Estate for 60 years; (3) permitting

1 other third parties to use Anna. S. Harrington class member's likeness, such as when it  
2 expressly permitted Quaker Oats to utilize Harrington's image in the portrayal roll as  
3 Aunt Jemima.

4 127. Plaintiffs are informed and believe, and thereon allege, that Defendants  
5 intend to always deduct a percentage of the gross as handling fee and/or royalties from  
6 amounts owed to Anna S. Harrington's Estate / Plaintiffs.

7 128. Plaintiff asserts defendants cited \$13 billion in 2012 for Annual Industry  
8 sales, with an average growth of 4.9%. Plaintiff asserts and alleges defendants  
9 acknowledged "Annual Breakfast Cereal Sales at \$7.7 billion, of which does not include  
10 the "assets" owned by the company. [http://www.slideshare.net/JaneGozenpud/quaker-](http://www.slideshare.net/JaneGozenpud/quaker-oats-market-plan)  
11 [oats-market-plan](http://www.slideshare.net/JaneGozenpud/quaker-oats-market-plan)

12 129. Grandma Anna S. Harrington has performed all conditions, covenants and  
13 promises under the Contractual Agreement required of her during 15 years.

14 130. Defendants' refusal and failure to pay the amounts owed to Plaintiffs' for  
15 revenue received as a result of the use of the actors' name, voice or likeness, and  
16 physical appearance in connection with merchandising rights (in all its forms) used in  
17 commercial through the U.S.A. constitutes a material breach of Agreement.

18 131. Defendants' intention to not pay any proceeds, royalties, or income  
19 regardless of the actual handling costs violates Defendants' Business Conduct Statement  
20 and constitutes a material breach of the implied covenant of good faith and fair dealings  
21 in the Agreement.

22 132. "Defendants breached the parties' implied contract, wrongfully  
23 misappropriated Olivia Hunter's Hair style without adequate compensation from 1989,  
24 while utilizing the facial features of the Harrington's for the designs of the Aunt Jemima  
25 advertisements for products, and formulas for goods, as Defendants entered into  
26 contracts with third parties for the sole commercial purpose of profit and self-dealing  
27 without disclosing to Grandma Olivia Hunter that they would use her likeness to place  
28 her on the Aunt Jemima Box Reg. No. 1697862. As a direct and proximate result of  
Defendants' breaches of the Agreement, Plaintiffs' are informed and believe, and

1 thereon allege, that they have been damaged in the amount exceeding Two Billion  
2 Dollars (\$2,000,000,000.00), together with interest thereon at the full legal rate pursuant  
3 to 765 ILCS 1075/5, and 765 ILCS 1075/40(a), (b), NY Code - Article 5, Title 13,  
4 and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and Statutes  
5 735 ILCS 5 Code of Civil Procedure. Section 2-604.1. As a proximate result of  
6 Defendants' conduct, Plaintiff and Harrington class members have been injured.

7 **SEVENTH CAUSE OF ACTION**

8 **Fraud by Concealment**

9 **(By Plaintiffs against All Defendants, and Does 1-25)**

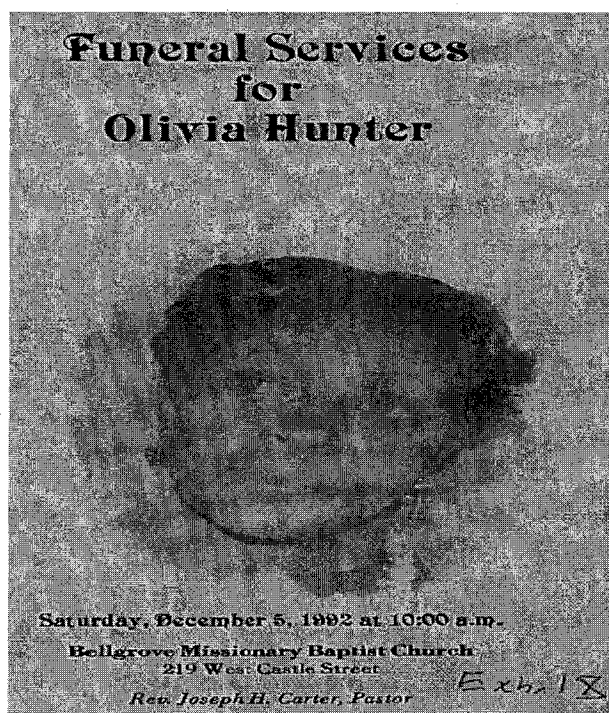
10 133. Plaintiffs' re-alleges each and every allegation contained in all prior  
11 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle Foods and Hillshire  
12 Brands of this Complaint, and John Does for exploitive commercial purposes. (Exh. 11,  
13 12, 13, 14, 15)

14 134. Plaintiff asserts and alleges the Defendants PepsiCo, Quaker Oats, Pinnacle  
15 Foods lied about Anna Harrington's employment records, and omitted Harrington's  
16 name from their website, with Quaker Oats listed on the Certified Death Certificate as  
17 the "EMPLOYER". Plaintiff asserts and alleges defendants actively gave false,  
18 misleading statements while concealing that they owed her estate royalties as a result of  
19 the use of the Plaintiff's name, voice, or likeness for her original 64 formulas and 22  
20 complete menu products sold as Aunt Jemima for merchandising rights (in all forms)  
21 using her image without obtaining a consent that said parties deposited inside the  
22 USPTO to exploit her identity in connection with products, as the Defendants  
23 manufactured and sold those products under both Harrington's identities. (Exhs. 1, 2, 3,  
24 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19)

25 135. Plaintiff's asserts and alleges the Defendants PepsiCo "advised" Quaker  
26 Oats to approach Grandma Olivia Hunter for a photo-opt after the death of Great  
27 Grandma Anna Harrington. Plaintiffs asserts and alleges Janet Silverberg, Chief  
28 Trademark Officer of PepsiCo at the behest of John Doe Executives schemed to  
misappropriate Olivia Hunter's image while she suffered from "cancer" and without her

1 knowledge and consent by depositing her likeness inside the USPTO for the Aunt  
2 Jemima Trademark Registration No. 1697862 on June 28, 1991. Plaintiffs Hunter asserts  
3 and alleges that Janet Silverberg knew that Olivia Hunter was still alive when she  
4 knowingly and willfully filed a "false statement" on the application within 6 months  
5 before her death:

6 "AUNT JEMIMA" is a fanciful name and does not refer to any known living  
7 individual. **The portrait also does not depict a living individual.**



136. The Plaintiffs asserts and allege defendants entered into an "unconscionable agreement" that was the "proximate" cause of injury for not payment to Great Grandma Anna S. Harrington, Aunt Deloris Hoffman and Aunt Laura Mae Sizemore that was designed to reap more than \$300,000,000.00 annually without a fair share of equitable royalties to Anna Short Harrington, and her estate as the Defendants used unfair surprise and oppression in the forthcoming years in violation of Breach of Contract. Plaintiffs' assert Anna S. Harrington was absent meaningful choice on one of the parties to the contract without proper representation of a contract.

1           137. The Plaintiffs assert and allege in contravention to the UCC 2-302  
2 defendants entered into a one-sided agreement that was unconscionable under the  
3 circumstances of gaining more than 60 years of revenue, royalties and payments without  
4 fairly compensating the estate of Anna S. Harrington, a.k.a. (Aunt Jemima) at the time  
5 the contract was made.

6           138. The Plaintiffs' assert and allege PepsiCo, Quaker Oats Executive John Does  
7 had advance knowledge of Anna S. Harrington's vulnerability having left a Southern  
8 Plantation and engaged her solely for the purpose to misappropriate 64 original recipes  
9 and 22 complete menus, with conscious disregard not to pay a full accounting of  
10 royalties into the future or proceeds and through such wrongful conduct committed  
11 damages against her and are personally guilty of oppression, fraud, malice, and lying.  
12 With respect to PepsiCo, Quaker Oats, and Pinnacle Foods said Defendants maintained  
13 advance knowledge and conscious disregard to engage in acts of oppressions, fraud, or  
14 malice on the part of the executive officers, directors, or managing agents, including  
15 Janet Silverberg, Chief Trademark officer of PepsiCo. Said Defendants Quaker Oats  
16 acknowledged entering into contractual agreements with Nancy Green, Anna Robison,  
17 as logical follows they would not have approached the Anna Harrington without having  
18 entered into some form of contract.

19           139. Plaintiffs' asserts and alleges that PepsiCo, and Quaker Oats targeted those  
20 Black Women at the State fair being Anna Robinson in Chicago, and Anna S. Harrington  
21 in Syracuse in a "pattern, practice" and premeditated discriminatory scheme to defraud  
22 and/or exploit Harrington into the future for monies, royalties, or payments that are owed  
23 as a result of using Anna S. Harrington's name, voice, or likeness in portrayal and sale of  
24 Aunt Jemima products, goods including merchandising rights (in all its forms.) in  
25 commerce.

26           140. Plaintiff asserts and alleges that Anna S. Harrington did not have competent  
27 legal counsel, and did not know of the concealed facts that she and/or her Estate would  
28 be owed money into the future for the use of her image. Oppression refers to the unequal  
bargaining power, which essentially indicates that there was no real bargaining power.

1 141. Defendants intended to deceive Anna S. Harrington by concealing the fact,  
2 and learned that she was taken from Bennettsville S. Carolina by a White Family.  
3 Plaintiff asserts and alleges Defendants Quaker Oats with premeditation sought exploit  
4 Anna Harrington by praying upon her age, education, intelligence, business acumen and  
5 experience, and relative bargaining power, as they entered into a verbal and/or written  
6 one sided contract, without explaining the full terms to the weaker party constituting  
7 Breach of Contract including violations of International Convention on the Elimination  
8 of All Forms of Racial Discrimination (ICERD or more commonly, CERD).

9 142. Anna S. Harrington reasonably relied on the Defendants' deception.

10 143. As a direct and proximate result of Defendants' Quaker Oats/PepsiCo  
11 concealment of the important facts, Plaintiffs are informed and believe, and thereon  
12 allege, that they have been damaged in the amount exceeding Two Billion Dollars  
13 (\$2,000,000,000.00), together with interest thereon at the full legal rate.

14 144. Defendants are guilty of oppression, fraud and malice and Plaintiffs are  
15 entitled to recover exemplary and treble damages pursuant to NY Code - Article 5, Title  
16 13, and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and  
17 Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1, 765 ILCS 1075/5, and  
18 765 ILCS 1075/40(a), (b) for sake of example and by way of punishing Defendants, in  
19 an amount to be determined by the trier of fact.

## 20 **EIGHT CAUSE OF ACTION**

### 21 **Promissory Fraud**

#### 22 **(By Plaintiffs against All Defendants, and Does 1-25)**

23 145. Plaintiffs' re-alleges each and every allegation contained in all prior  
24 paragraphs, against Defendants PepsiCo, Pinnacle Foods, Quaker Oats, Hillshire Brands  
25 and John Does of this Complaint for exploitive commercial purposes.

26 146. On information and belief, Plaintiff asserts Defendants made false promises  
27 to Nancy Green, Anna Robinson and Anna S. Harrington that each time Plaintiff's name,  
28 voice, or likeness was used in connection with its products, goods, including  
merchandising rights for products sold through interstate commerce and that they would

1 receive a percentage of the monies / royalties received. On information and belief,  
2 Plaintiff asserts Defendants also promised Anna S. Harrington that they would provide  
3 accurate revenue statements when revenue had been generated relating to products,  
4 goods, and merchandising. These false promises were important to the transaction.

5 147. Defendants did not intend to fully perform the promises compensate  
6 Harrington equitable in exchange for 64 complete formulas and 22 menus when they  
7 entered into agreements with Anna S. Harrington, because she was a Black Women from  
8 a Plantation compared to similar situated White females employees within PepsiCo,  
9 Quaker Oats, and Pinnacle. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10)

10 148. Defendants knew that they could exploit and create the false belief that no  
11 money was owed after death to the Plaintiffs by failing to provide “**revenue statements**”  
12 to Harrington’s Estate, thus constituting Promissory Fraud; in addition, violations of the  
13 International Convention on the Elimination of All Forms of Racial Discrimination  
14 (ICERD or more commonly, CERD). In addition, Defendants did not intend to pay the  
15 money to Anna S. Harrington as they promised. (Exhs. 11, 12, 13, 14, 15, 16, 19)

16 149. The Plaintiffs’ assert and allege Quaker Oats and Pinnacle had advance  
17 knowledge of Anna S. Harrington’s vulnerability having left a Southern Plantation and  
18 employed her with a conscious disregard not to pay a full accounting of royalties and  
19 through such wrongful conduct committed damages against her and is personally guilty  
20 of oppression, fraud, or malice. With respect to a corporate employer, the advance  
21 knowledge and conscious disregard, authorization, ratification or act of oppression, fraud,  
22 or malice must be on the be on the part of an officer, director, or managing agent of the  
23 corporation and/or part of an officer, director, or managing agent of the corporation.

24 150. Anna S. Harrington reasonably relied upon Defendants promises.

25 151. Plaintiff asserts and alleges Defendants Quaker Oats did not honor or keep  
26 their promises or contractual agreements and Plaintiffs reliance upon Defendants’ false  
27 promises was a substantial factor in causing Anna S. Harrington and her Estate’s harm  
28 by depositing her image inside the USPTO without first obtaining a consent to exploit

1 her identity in connection with products, as the Defendants manufactured and sold those  
2 products under both Harrington's identities. (Exhs. 25, 26, 27, 28, 29)

3 152. As a direct and proximate result of Defendants deceit and promise,  
4 Plaintiffs are informed and believe, and thereon allege, that they have been damaged in  
5 the amount exceeding **Two Billion Dollars (2,000,000,000.00)**, together with interest  
6 thereon at the full legal rate.

7 153. Defendants are guilty of oppression, exploitation, fraud, and malice and  
8 Plaintiffs are entitled to recovery of exemplary and treble damages pursuant to NY Code  
9 - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton  
10 Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1, 765 ILCS  
11 1075/5, and 765 ILCS 1075/40(a), (b) for the sake of example and by way of punishing  
12 Defendants, in an amount to be determined by the trier of fact.

### 13 **NINTH CAUSE OF ACTION**

#### 14 **Conversion**

#### 15 **(By Plaintiffs against All Defendants, and Does 1 through 25)**

16 154. Plaintiffs' re-alleges each and every allegation contained in all prior  
17 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle, and John Does of this  
18 Complaint for exploitive commercial purposes. (Exhs. 16, 17, 18, 19, 20, 21, 22, 23)

19 155. Defendants PepsiCo, Quaker Oats, Pinnacle, Hillshire had exclusive control  
20 over the use of Anna. S. Harrington's' name, voice or likeness in connection with  
21 products, goods, and other merchandising rights. Defendants also had the exclusive right  
22 to collect amounts owed to Plaintiffs for revenue received as a result of the use of the  
23 Harrington's name, voice or likeness in connection with products, goods, including  
24 merchandising. As such, Defendants Quaker Oats and Pinnacle acted as Plaintiff's agent  
25 and were required to turn over to Plaintiff's the sum received by Defendants on Plaintiffs  
26 behalf. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17)

27 156. Defendants collected and received money in connection with products,  
28 goods, including merchandising rights by depositing exploiting her image inside the  
USPTO without first obtaining consent in connection with products, as said defendants



1 manufactured and sold those products under both Harrington's identities. Defendants  
2 knew that a specific amount of money it collected and received in connection with  
3 products, goods, including merchandising rights owed a percentage of royalties to Anna  
4 S. Harrington, as well as, the Harrington Estate. Plaintiffs' have an immediate right to  
5 possession of these sums. Despite this knowledge, Defendants fraudulently procured all  
6 the money after Anna S. Harrington's death for predominately White Executive  
7 employees use within Quaker Oats and PepsiCo. (Exh. 25, 26, 27, 28, 29)

8 157. Despite a demand from Plaintiffs on October 28, 2013 to acquire a copy of  
9 the contract, Defendants Quaker Oats have deliberately failed and refused to pay the  
10 amounts owed to Anna S. Harrington's estate for revenue received as a result of the use  
11 of Anna Harrington's name, voice or likeness in connection to goods, products of 64  
12 original formulas by Harrington and 22 complete menus including merchandising for  
13 Aunt Jemima.

14 158. Plaintiffs assert and allege "Likeness" refers to a visual image of Anna  
15 Harrington, Deloris Hoffman, and Grandma Olivia Hunter, whether in a photograph,  
16 drawing, caricature, or other visual presentation. The visual image need not precisely  
17 reproduce the plaintiff's appearance, or even show his or her face, so long as it is enough  
18 to evoke the plaintiff's identity in the eyes of the public.

19 159. As a direct and proximate result, Plaintiff asserts and alleges Defendants  
20 within Quaker Oats, PepsiCo, Pinnacle and Hillshire owed Plaintiffs', and Plaintiffs are  
21 informed and believe, and thereon allege, that they have been damaged in the amount  
22 exceeding **Two Billion Dollars (\$2,000,000,000.00)** together with interest thereon at the  
23 full legal rate.

24 160. Defendants are guilty of oppression, fraud, and malice for "exploitive  
25 commercial purposes" in violation of International Convention on the Elimination of All  
26 Forms of Racial Discrimination (ICERD or more commonly, CERD), and Plaintiffs are  
27 entitled to recovery exemplary and punitive damages pursuant to NY Code - Article 5,  
28 Title 13, and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and  
Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1., 765 ILCS 1075/5, and

1 765 ILCS 1075/40(a), (b). for the sake of example and by way punishing Defendants, in  
2 an amount to be determined by the trier of fact.

3 **TENTH CAUSE OF ACTION**

4 **Accounting**

5 **(By Plaintiffs against All Defendants and Does 1-25)**

6 161. Plaintiffs' re-alleges each and every allegation contained in all prior  
7 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle Foods, Hillshire Brands  
8 of this Complaint, and John Does. (Exhs. 25, 26, 27, 28, 29, 30, 31)

9 162. Plaintiffs' are informed and believe, and based thereon alleges, that Quaker  
10 Oats and PepsiCo and/or their other entities or assigns have and are continuing to receive  
11 substantial payments from the sale of 64 original formulas products by Harrington,  
12 including merchandising rights for the use of Anna S. Harrington's likeness.

13 163. Plaintiffs do not precisely know how much money has been earned in 59  
14 years by Quaker Oats, PepsiCo and Pinnacle for any and all Aunt Jemima products,  
15 goods, and merchandise. In November 2001 there was a \$15.75 billion dollars  
16 acquisition offer to purchase Quaker Oats that may have resulted in the sale around \$13  
17 billion dollars. Plaintiffs assert and allege that Quaker Oats and PepsiCo by and through  
18 other entities or assignees have retained any and all monies for the last 59 years for all  
19 royalties and "Net Receipts" / Profits. Plaintiffs' Anna S. Harrington's Estate is owed  
20 pursuant to all prior written and/or oral promises and agreements as the Plaintiffs' have  
21 not seen all the agreements that may affect the amount of royalties and "Net Receipts" /  
22 Profits.(Exhs. 17, 18, 19, 20, 21, 22, 23, 24, 32, 33, 34, 35, 35, 37, 38, 39, 40, 41, 42)

23 164. Additionally, Plaintiffs does not precisely know how much money has been  
24 earned from the 64 original formulas and products by Harrington, goods, and services for  
25 the use of Anna S. Harrington's likeness, or voice as Aunt Jemima. (Exhs. 37, 38, 39, 40)

26 165. Anna S. Harrington's Estate should have been compensated in connection  
27 therewith, since playing the Actress as well as preparing pan cakes as Aunt Jemima at  
28 state fair events that resulted in trademarking her likeness in 1937. Plaintiff asserts and  
alleges defendants were not only recording her likeness as she cooked at State Fair

1 events. An accounting is necessary in order to determine the exact amount of all monies,  
2 revenues, royalties, profits and proceeds thereof received by Defendants and owed to the  
3 Estate of Anna S. Harrington and due to the reason outline regarding the foregoing acts  
4 that are in breach of said Defendants' contractual, equitable and other obligations.

5 166. Quaker Oats and/or PepsiCo has materially breached the Agreements by not  
6 providing any information to the Plaintiffs Estate as to any agreements, and in view of  
7 Quaker Oats wanton and malice actions Plaintiffs' are entitled to a full and complete  
8 accounting from Quaker Oats/PepsiCo and/or Pinnacle.

9 167. Because Plaintiffs are a third party beneficiary to the sale of good, products  
10 including merchandise of Aunt Jemima products. Plaintiffs are entitled to a full and  
11 complete accounting from Quaker Oats, and PepsiCo, including but not limited to an  
12 accounting of all related agreements entitled into that relate to any of this income.

13 168. The Plaintiffs assert and allege defendants engaged in "disparate impact,"  
14 deplorable acts, and the consequences of the practices fell more harshly on the Estate of  
15 Anna S. Harrington, as it is a fact that they have not paid royalties for 59 years. On  
16 information and belief, plaintiff believes Nancy Green, and Anna Robinson's estate is  
17 not being adequately compensated, because they were Black females.

18 169. In addition to breach of contract damages, Plaintiffs' therefore requests that  
19 the Court order Quaker Oats and PepsiCo to provide a complete accounting of all sales  
20 of Aunt Jemima Product from 1955 to present so that Plaintiffs' can ascertain the full  
21 extent of the unpaid royalties, and/or proceeds for the use of Anna S. Harrington's  
22 likeness. Plaintiffs' re-alleges each and every allegation contained in all prior paragraphs  
23 against Quaker Oats and PepsiCo, of this Complaint.

24 **ELEVENTH CAUSE OF ACTION**

25 **(Unjust Enrichment & Disgorgement)**

26 **(By Plaintiffs against All Defendants and Does 1-25)**

27 170. Plaintiffs' re-alleges each and every allegation contained in all prior  
28 paragraphs, against PepsiCo, Pinnacle, Quaker Oats, Hillshire, and John Does of this  
Complaint for Unjust Enrichment. (Exhs. 9, 25, 26, 27, 28, 29, 30, 31)

1 171. To the detriment of Plaintiffs Estate of Anna Short Harrington and Great  
2 Grandchildren Class members, Defendants PepsiCo, Pinnacle Foods, and Quaker Oats  
3 has been and continues to be unjustly enriched as a result of the unlawful and/or  
4 wrongful conduct alleged herein where they have not paid royalties in 60 years. Quaker  
5 Oats/PepsiCo have unjustly benefited through the sale of products, goods, inclusive of  
6 merchandise utilizing the likeness of Anna S. Harrington Class members.

7 172. Between Defendants Quaker Oats / PepsiCo / Pinnacle and Plaintiff Class  
8 members, it would be unjust for Quaker Oats/PepsiCo to retain the benefits attained by  
9 their wrongful actions. Accordingly, Plaintiff and class members seek full restitution of  
10 Quaker Oats / PepsiCo enrichment, benefits and ill-gotten gains acquired from 1955 to  
11 present for the unlawful and wrongful conduct and other legal and equitable relief for the  
12 courts deems just and proper. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)

13 173. Defendants snapped pictures of Olivia Hunter's hair, removed the bandana  
14 on Great Grandmother Anna Harrington's as she portrayed Aunt Jemima, and did not  
15 disclose to Grandmother Hunter that they were using her hair style on all Aunt Jemima  
16 products lines.

17 174. Defendants unilaterally misappropriated Olivia Hunter hair style without  
18 compensation and utilized it on any and all Aunt Jemima product lines.

19 175. As a direct and proximate cause of tortious acts, Defendants have been  
20 unjustly enriched by selling Aunt Jemima products lines without compensation to the  
21 Harrington family, while entering into agreements with third parties to recreate the Aunt  
22 Jemima design for the sole commercial purpose and self-dealing.

23 176. Plaintiffs have not received any compensation for Defendant's tortious and  
24 unlawful use of Olivia Hunter's hair style; in addition, to the likeness of Anna S.  
25 Harrington, and non-payment for 64 original recipes and 22 complete menus yet  
26 Defendants have unfairly profited from same.

27 177. Plaintiff asserts and alleges Defendants within Quaker Oats, PepsiCo,  
28 Pinnacle, and Hillshire owed Plaintiffs', and Plaintiffs are informed and believe, and  
thereon allege, that they have been damaged in the amount exceeding **Two Billion**

1 **Dollars (\$2,000,000,000.00)** together with interest thereon at the full legal rate pursuant  
2 to 765 ILCS 1075/5, and 765 ILCS 1075/40(a), (b), NY Code - Article 5, Title 13,  
3 and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and Statutes  
4 735 ILCS 5 Code of Civil Procedure. Section 2-604.1, NY Code - Article 5, Title 13,  
5 and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and Statutes  
6 735 ILCS 5 Code of Civil Procedure. Section 2-604.1.

7 **TWELVTH CAUSE OF ACTION**

8 **Disparate Impact**

9 **The International Convention on the Elimination of all forms of Racial**

10 **Discrimination Article 5(d) (vi) *ET. seq.***

11 **(By Plaintiffs against All Defendants and Does 1-25)**

12 178. Plaintiffs' repeat and re-alleges the allegations contained in the foregoing  
13 paragraphs of this Complaint against Defendants PepsiCo, Quaker Oats, Pinnacle Foods,  
14 Hillshire Brands of this Complaint, and John Does. (Exh. 9)

15 179. Plaintiff Harrington's' and the other potential class members are members of  
16 a protected class of African Americans believe to be from the Gallah Nation.

17 180. On information and belief Quaker Oats, PepsiCo, and Pinnacle engaged in  
18 discriminatory employment practices which are statistically significant as it pertains to  
19 an equitable fair share of royalties derived from Aunt Jemima product lines worldwide  
20 that control more than 45% of the entire breakfast market. The actions by said  
21 perpetrators have caused and adverse effect to more than 15 members of Anna Short  
22 Harrington's family, including collateral economic injury to African Americans within  
23 Quaker Oats, and Pinnacle of which has caused "adverse impact" within the company  
24 and on the Estate of Anna S. Harrington in comparison to similar situated Caucasian  
25 people that repeated billions that were not legally authorized or owned the Aunt Jemima  
26 trademark in violation to 15 U.S.C. 1041(B). (Exhs. 25, 26, 27, 28, 29, 30, 31)

27 181. Plaintiff asserts and alleges defendants omitted Anna S. Harrington's  
28 contribution from her website after they slid up under her and obtained 64 formulas, and  
22 complete menus, branded her image inside the USPTO and did not have a so-called

1 authorized contract to exploit the likeness of Harrington as billions in royalties were not  
2 paid over 60 years with an inequitable workforce that consisted predominately 95% of  
3 White people to the detriment and at the expense of the African American community,  
4 resulting “uneven trade” and “unfair business practices”.

5 182. On information and belief, Plaintiffs’ assert and allege according to  
6 PepsiCo’s Annual 2012, report their total brands made \$65,492,000,000 billion dollars,  
7 and the year prior PepsiCo / Quaker Oats generated \$65,881,000,000 billion dollars in  
8 sales, while failing to pay one nickel in royalties to the estates of Nancy Green, Anna  
9 Robinson, and/or Anna S. Harrington in over 59 years. (Exhs. 37, 38)

10 183. By not allocating African Americans an equitable percentage of the  
11 royalties to Anna Harrington, Nancy Green and Anna Robinson’s Estates, Defendants  
12 are engaged in unfair business practice while spending \$500 million annually to market  
13 and promote their business model, and not allocating a fair share to the African  
14 American community nor have they employed an equitable or comparable amount of  
15 African Americans within Quaker Oats, of which, ultimately relates directly to the  
16 decisions about wealth creation within the Black community, advancement, opportunity  
17 and compensation as less than 2% of the above amount was spent with the Black  
18 community. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16)

19 184. These policies and practices are not manifestly related to the jobs of class  
20 and they do not further any important business purposes other than to extract resources  
21 out of the Black community. (Exhs. 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35)

22 185. Even if Quaker Oats / PepsiCo could demonstrate that these policies and  
23 practices are manifestly related to the jobs of the class or could show that they  
24 significantly further an important business purpose, comparably effective practices  
25 would cause a significantly lesser adverse impact on the identifiable protected class.

26 186. Quaker Oats / PepsiCo / Pinnacle therefore engaged in a continuous  
27 “**Pattern and Practice**” of disparate impact discrimination in violation of Minn. Stat.  
28 363.03, sub. 11 and continuing throughout the liability period to the present. This  
conduct represents a continuing violation of the rights of the Plaintiffs and the class.

1 187. As a direct and proximate result, Plaintiff asserts and alleges Defendants  
2 within Quaker Oats and PepsiCo owed Plaintiffs', and Plaintiffs are informed and  
3 believe, and thereon allege, that they have been damaged in the amount exceeding **Two**  
4 **Billion Dollars (\$2,000,000,000.00)** together with interest thereon at the full legal rate  
5 pursuant to 765 ILCS 1075/5, and 765 ILCS 1075/40(a), (b), NY Code - Article 5, Title  
6 13, and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and  
7 Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1.

8 **THIRTEENTH CAUSE OF ACTION**

9 **The International Convention on the Elimination of all forms of Racial**  
10 **Discrimination Article 5(d) (vi) *et. seq.***

11 **(By Plaintiffs against All Defendants and Does 1-25)**

12 188. Plaintiffs' re-alleges each and every allegation contained in all prior  
13 paragraphs, against Defendants PepsiCo, Quaker Oats, Pinnacle, Hillshire and John Does  
14 of this Complaint in violation of ICERD or CERD.

15 189. Plaintiffs assert and allege they are members of a racial minority, and that  
16 the Harrington Family was discriminated against within a particular group of activities  
17 set forth in the statute. Those activities include the right to "make and enforce  
18 contracts . . . as is enjoyed by white citizens." Plaintiffs assert and allege race  
19 discrimination based upon contractual rights. (Exhs. 31, 32, 33, 34, 35, 36, 37, 38, 39, 40)

20 190. Defendants PepsiCo, Quaker Oats, Pinnacle, Hillshire Brands, and John  
21 Does conduct and unlawful conspiracy, as alleged above, constituted and constitute  
22 unfair, unlawful and fraudulent business practices in violation of §765 ILCS 1075/5, and  
23 765 ILCS 1075/40(a), (b). The conduct is unfair, unlawful and fraudulent because among  
24 other things it violates NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary  
25 Damages--Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil  
26 Procedure. Section 2-604.1.of the N.Y. Civil Rights Law Sect. 51.

27 191. Defendants Quaker Oats, PepsiCo, Pinnacle and Hillshire conducted have  
28 further caused and is causing damage and irreparable injury to Plaintiffs Class and class  
members. Plaintiff Class members are accordingly entitled to disgorgement of Quaker

1 Oats / PepsiCo's profits and injunctive relief, plus interest and attorneys' fees, pursuant  
2 to California Code of Civil Procedure §1021.5 and request that the following injunctive  
3 relief:

4 a) That PepsiCo, Quaker Oats, Pinnacle, and John Does disgorges a portion of  
5 its profits obtained from the utilization of Plaintiff Harrington Class member's likeness.

6 192. Plaintiff asserts and alleges that Quaker Oats, PepsiCo, Pinnacle, and  
7 Hillshire discriminated against Anna S. Harrington, and Harrington's Estate directly  
8 based on race and willfully failed to pay any royalties, revenue and/or any monies of any  
9 sort to her estate for 59 years after her death while exploiting her likeness without a  
10 consent because she was a Black Female compared to similar situated White people  
11 employed within Quaker Oats, PepsiCo, Pinnacle, and Hillshire.

12 193. Plaintiff asserts and alleges defendants engaged in premeditated illegal acts  
13 that make it an unlawful employment practice for an employer to discriminate against  
14 any individual such as Anna S. Harrington with respect to his compensation in the form  
15 of royalties, terms, conditions, or privileges of employment, because of such individual's  
16 race, color, or national origin.

17 194. Plaintiff Harrington's' are members of a racial minority, (2) Defendants  
18 intended to discriminate against Plaintiffs on the basis of race; and (3) Plaintiff  
19 Harrington won numerous trophies for cooking while working for Quaker Oats at State  
20 fair events as her estate was not equitably compensated after her death; (4) the  
21 discrimination concerned one or more of the activities in the statute; and (5) that  
22 sufficient evidence exists from which the Court can find a causal connection between  
23 Race discrimination and snapping a picture of Olivia Hunter's hair and combining the  
24 family features and failure of Quaker Oats to pay any royalties in 59 years to Anna S.  
25 Harrington Estate because she and her daughter were Black females.

26 195. On information and belief, Plaintiffs' assert and allege that Quaker man  
27 (affectionately known as Larry) underwent a subtle makeover-including "**revealing**  
28 **more radiant skin**" from daily oatmeal masks, and Plaintiffs believe his family and/or  
heirs are still receiving payments for the use of his likeness. Plaintiff asserts and alleges



1 that Executives within PepsiCo, Quaker Oats, Pinnacle, and John Does that were allotted  
2 stock options were bequeathed stocks option and were able to pass them down from  
3 generation to generation for their family members.

4 196. Plaintiff asserts and allege "that others Caucasians especially Executives  
5 within Quaker Oats not in [their] protected class were treated more favorably by  
6 misappropriating the Harrington Estate royalties for their own personal gain. Plaintiffs  
7 asserts and alleges that there is a stark "pattern of discrimination" unexplainable on  
8 grounds other than Race."

9 197. Around or about 1989, the Plaintiff asserts and alleges that PepsiCo, Quaker  
10 Oats, Pinnacle and John Does "had a continuing need to exploit the likeness, hairstyle,  
11 family features and skin tone of the [Harrington Family], and skills, and services in that  
12 [their] various duties were still being performed". Plaintiffs asserts Executives from  
13 Quaker Oats contacted "Olivia Hunter" and sent a team of photographers to the house  
14 for a photo-opt to snap pictures of the youngest daughter "Olivia Hunter's hair" to  
15 capture the family likeness, skin tone, ear rings, and remove the "red bandana" that  
16 became a politically charged hot button. Further to wit, Quaker Oats Executives insisted  
17 on acquiring pictures of **Olivia's hair follicles**". It became imperative that Quaker  
18 acquire Olivia's Hair follicles. ("Emphasis Added")

19 [http://zmlblackhistorymonth2011.blogspot.com/2011/02/feb-13-aunt-jemima-negative-](http://zmlblackhistorymonth2011.blogspot.com/2011/02/feb-13-aunt-jemima-negative-stereotype.html)  
20 [stereotype.html](http://zmlblackhistorymonth2011.blogspot.com/2011/02/feb-13-aunt-jemima-negative-stereotype.html)

21 "AUNT JEMIMA: One of the most recognized symbols of the happy "mammy"  
22 used to market pancakes and other domestic products to whites since the 1880s.  
23 The name "Jemimah" once had esteem as the eldest of Job's (the Bible) daughters  
24 and as a city in ancient **Arabia named after its Queen.**"(p. 38)

25  
26 198. Plaintiff asserts and alleges that the Harrington as well as members within  
27 her estate are Class members and are members of a racial minority group, and that the  
28 Class was discriminated against within a particular group of activities set forth in the

1 statute. Those activities include the right to “make and enforce contracts . . . as is  
2 enjoyed by White citizens.”

3 199. Plaintiffs assert and allege the class the rights of a third party as the basis of  
4 his cause of action when there is a relationship between the third party and the plaintiff  
5 which has been adversely affected by the defendant’s conduct.

6 200. Plaintiffs assert and allege that the Aunt Jemima which includes Nancy  
7 Green, Anna Robinson Class endured discrimination directed against them including  
8 Anna S. Harrington estate because of their/her race or their/her association with a racial  
9 minority.

10 201. Due to Defendants’ unlawful discrimination, Plaintiffs has suffered”  
11 damages. Plaintiff asserts and alleges Anna S. Harrington was a Grandmother. All  
12 persons within the jurisdiction of the United States shall have the same right in every  
13 State and Territory to make and enforce contracts, to sue, be parties, give evidence, and  
14 to the full and equal benefit of all laws and proceedings for the security of persons and  
15 property as is enjoyed by white citizens, and shall be subject to like punishment, pains,  
16 penalties, taxes, licenses, and exactions of every kind, and to no other.

17 202. As a result of the wanton and malice conduct of Defendants and the  
18 conspiracy, Plaintiffs Harrington Class Estate members have been damaged as described  
19 above and the wrongful conduct of defendants require and other legal and equitable  
20 relief that the Courts deems just and proper including violations of CERD.

21 203. As a direct and proximate result, Plaintiff asserts and alleges Defendants  
22 within Quaker Oats, PepsiCo, and Pinnacle owed Plaintiffs’, and Plaintiffs are informed  
23 and believe, and thereon allege, that they have been damaged in the amount exceeding  
24 **Two Billion Dollars (\$2,000,000,000.00)** together with interest thereon at the full legal  
25 rate pursuant to 765 ILCS 1075/5, and 765 ILCS 1075/40(a), (b), NY Code - Article 5,  
26 Title 13, and/or 35.01 Punitive/Exemplary Damages--Willful and Wanton Conduct, and  
27 Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1.

28 **FOURTEETH CAUSE OF ACTION**  
**DECEPTIVE ACTS AND PRACTICES**

1                                   **IN VIOLATION OF N.Y. GEN. BUS. LAW §349 & 15 U.S.C.A. §1117**

2                                   **(By Plaintiffs against All Defendants and Does 1-25)**

3           204. Plaintiffs' re-alleges each and every allegation contained in all prior  
4 paragraphs, against Defendants' PepsiCo, Quaker Oats, Pinnacle, Hillshire, and John  
5 Does of this Complaint. (Exhs. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17)

6           205. Plaintiffs' assert and allege PepsiCo, Quaker Oats, Pinnacle and John Does  
7 willfully omitted from its corporate website hiring Anna S. Harrington to portray the roll  
8 of Aunt Jemima, because it was obvious when they first approached her that she had her  
9 "own recipes" as she prepared "exquisite meals" for "Governors" which included  
10 pancakes prior to Defendants discovering her at the State Fair of Syracuse. Plaintiffs  
11 asserts and alleges defendants misappropriated in part and/or in whole at least 64 original  
12 recipes and 22 complete menus from Anna Harrington and then omitted her name from  
13 the corporate history ledger while carrying on the recipes under the trademark "Aunt  
14 Jemima" while not compensating her estate for the use of the Harrington's likeness.

15           206. Plaintiffs asserts and allege Defendants deposited and exploited both  
16 Harrington's image inside the USPTO without first obtaining a consent in connection  
17 with products, as said defendants manufactured and sold those products under both  
18 Harrington's identities. (Exhs. 25, 26, 27, 28, 29)

19           207. On information and belief, defendants' PepsiCo, Quaker Oats, Pinnacle, and  
20 Hillshire unlawful conduct was deliberate, knowing and in willful disregard of Anna S.  
21 Harrington's proprietary rights including but not limited to Olivia Hunter compared to  
22 similar situated Caucasian people inside of PepsiCo, Quakers Oats, and Pinnacle Foods  
23 for exploiting their likeness just like in the "Happy Days Cast" lawsuit and failure to  
24 compensate for their services as Actors).

25           208. Defendants' conduct was directed at consumers in State of New York, and  
26 throughout the country including those quite likely to be familiar with Aunt Jemima  
27 Brand, including the history of the contribution of Anna S. Harrington, Deloris Hoffman,  
28 Laura Mae Sizemore, and Olivia Hunter.

1           209. Unless defendants' PepsiCo, Quaker Oats, Pinnacle, and John does are  
2 enjoined for damages for willful acts of omission of the historical contribution of Anna S.  
3 Harrington for the recipes of Aunt Jemima, the public is likely to be misled to believe  
4 origins of Aunt Jemima as a **"mythical character;"** in order, to misappropriate royalties,  
5 for goods and services instead of paying Anna S. Harrington' that created her own  
6 recipes as well as compensate Olivia Hunter for acquiring a specimen of her "hair  
7 follicle" to use the family attributes that was exploited on the 1989 Aunt Jemima box.

8           **"Aunt Jemima dominates the pancake batter mix with a greater than 40**  
9 **percent market share. The Aunt Jemima product line represents \$300 million**  
10 **of Quaker Oats' \$5.3 billion in annual sales, and this marketing strategy is**  
11 **indicative of the promotional savvy employed in the present and past. It has**  
12 **been used to keep Aunt Jemima the most popular pancake mix in America."**  
13 **[http://testaae.greenwood.com/doc\\_print.aspx?fileID=GR5184&chapterID=GR](http://testaae.greenwood.com/doc_print.aspx?fileID=GR5184&chapterID=GR5184-561&path=books/greenwood)**

14           210. Plaintiff asserts and alleges, once PepsiCo, Quaker Oats, Pinnacle, and John  
15 Does acquired pictures of Olivia Hunter's hair, they then began "to gear up for the 1990s,  
16 as the defendants PepsiCo, Pinnacle, and Quaker Oats conducted "extensive and  
17 comprehensive" **"market research studies"** after they acquired pictures of "Olivia  
18 Hunter's" hair follicle to do research in **12 American cities.**

19           211. Plaintiff asserts and alleges Naomi Henderson, principal of RIVA  
20 Marketing and Research, conducted a target focus-group study. She said that most of the  
21 women interviewed **"did not like the bandanna". They viewed it as a symbol of**  
22 **slavery"** (Brown, 1990, p. 5). Based on the results of those studies the company  
23 revamped the image "in a more contemporary light, **"while preserving the important**  
24 **attributes"** of **warmth, quality, good taste, heritage and reliability,"** said Barbara R.  
25 Allen, vice president of marketing for the Quaker Oats Company's convenience foods  
26 division ("Aunt Jemima Trademark," 1989, p. 2)."

27           212. Plaintiff D.W.H. asserts that when the Defendants PepsiCo, Pinnacle,  
28 Quaker Oats, approached Harrington's youngest daughter "Olivia Hunter" and procured  
her image for her hair style, cheeks, nose, lips, hair line, as they knew she embodied the

1 **“warmth, quality, good taste, heritage and “reliability”** of her mother in the sense that  
2 she was a foster Grandmother for the City of Syracuse that ran a **“Respite Care”** for  
3 **“Babies”** (“emphasis added”) around the tender age “Age” of 5 years old or younger for  
4 the City of Syracuse and State of Florida.

5 213. On numerous occasions she would take in **African American and White**  
6 **kids** that both cities didn’t have anywhere else to place. It’s estimated that more than 30  
7 kids went into the Harrington Respite Care. Plaintiffs asserts and alleges Quaker  
8 Oats/PepsiCo Executives with wanton malice deliberately failed to pay royalties to the  
9 Harrington Estate for 58 years, which prevented Olivia Harrington from expanding her  
10 Respite Care for babies in Syracuse, as city officials struggled to find housing for babies.  
11 (Exh. Syracuse Newspaper & Obituary )

12 214. Plaintiffs assert and allege, Aunt Jemima dominates the pancake batter mix  
13 with a greater than **45% percent market share globally.** (“emphasis added”) The Aunt  
14 Jemima product line represents more than **\$300 million of Quaker Oats’ \$5.3 billion in**  
15 **annual sales,** and this marketing strategy is indicative of the promotional savvy  
16 employed in the present and past. It has been used to keep Aunt Jemima the most  
17 popular pancake mix in America, and worldwide.

18 215. One year to the date of the release of the latest cosmetic change for Aunt  
19 Jemima, a study was conducted by the author and Susanna Hornig (1992) to see what  
20 impact the change had had on consumers’ perception of Aunt Jemima, while concealing  
21 from the general public that they had acquired a lock from Olivia Hunter’s hair follicle  
22 as they combined the family features. The researchers were interested in doing this study  
23 because the 1989 makeover was the most radical Aunt Jemima had ever undergone. It  
24 would be the first Aunt Jemima logo to “distance itself totally” from domestic work and  
25 the first not to have any kind of headwear.”

26 216. **By the end of the summer of 1989 the new image adorned all forty Aunt**  
27 **Jemima products, and Quaker Oats.**

28 217. Unless defendants Quaker Oats, Pinnacle, PepsiCo and Hillshire are  
enjoined for damages for the use of Anna S. Harrington, Deloris Hoffman, Laura Mae

1 Patterson, from Oct. 21, 1955 including using the likeness of Grandmother Olivia Hunter  
2 for the promotion model, the public is likely to be misled as to the origin of the  
3 defendants' exploiting the likeness of the Harrington Family for goods, and services, and  
4 the Plaintiffs' Estate will continue to suffer irreparable injury which cannot be  
5 adequately calculated or compensated solely by money damages.

6 218. Olivia Hunter was unaware that the Defendants utilized her hair style on her  
7 mother's face for all goods, and products to market throughout the world all Aunt  
8 Jemima products. Defendants' unlawful business practices have the tendency or capacity  
9 to deceive and thus violate the Georgia Fair Business Practices Act (hereinafter  
10 "GFPBA"), set forth at OCGA § 10-1-390, et seq. *Terrence Davidson vs. Onika Maraj*  
11 and Pink Personality Case. No. 1:14-cv-00507-RLV

12 219. Plaintiffs are entitled to a declaration that PepsiCo, Quaker Oats, and  
13 Pinnacle may not continue to use the proprietary and confidential information, including  
14 but not limited to 64 recipes, menus, and marketing materials, in connection with Anna S.  
15 Harrington, and Olivia Hunter without paying royalties in violation of ICERD. 90% of  
16 the time a person that commits the crime returns to the scene of the crime, and in the  
17 case of Quaker Oats, said parties approached the Daughters Aunt Laura Mae Patterson or  
18 Sizemore including Deloris Hoffman by which Harrington passed down Cuisine of  
19 South Afrique descent.

20 220. As a direct and proximate result, Plaintiff asserts and alleges Defendants  
21 within PepsiCo, Quaker Oats, Pinnacle, Hillshire, and John Does owed Plaintiffs', and  
22 Plaintiffs are informed and believe, and thereon allege, that they have been damaged in  
23 the amount exceeding **Two Billion Dollars (\$2,000,000,000.00)** together with interest  
24 thereon at the full legal rate pursuant to 765 ILCS 1075/5, and 765 ILCS 1075/40(a), (b),  
25 and The Lanham Act **15 U.S.C.A. § 1117.**

26 **FIFTEENTH CAUSE OF ACTION**

27 **For Payment of Attorney's Fees and Costs**

28 **(By Plaintiffs against All Defendants and Does 1-25)**

1 221. Plaintiffs' re-alleges each and every allegation contained in all prior  
2 paragraphs, against PepsiCo, Quaker Oats, Pinnacle, Hillshire and John Does of this  
3 Complaint.

4 222. The prevailing party will be entitled to be reimbursed by the non-prevailing  
5 party for all cost and expenses so incurred (including reasonable attorneys' fees, costs of  
6 bonds, and fees and expenses for expert witnesses).

7 223. Plaintiffs assert and allege that Quaker Oats, Pinnacle, PepsiCo breached  
8 the contracts with said Plaintiffs from the Harrington Estate. Plaintiffs assert and allege  
9 that they are entitled to attorneys' fees and costs in prosecuting this action pursuant to  
10 Right of Publicity Act. 765 ILCS 1075/55, and 15 U.S.C.A. §1117.

11  
12 **PRAYER FOR RELIEF**

13 1. **WHEREFORE**, Plaintiffs pray for relief as follows:

14 2. Plaintiffs seek a Preliminary Injunction and Order Seizure of PepsiCo,  
15 Quaker Oats, Pinnacle, and Hillshire bank accounts and to force said Defendants to  
16 relinquish a fair share of royalties of any and all Aunt Jemima product line deposits from  
17 bank accounts without disrupting the "distribution" of Aunt Jemima Products. Said  
18 seizure is necessary to assist the Plaintiffs in recapturing their equitable fair share of  
19 royalties pursuant to The Lanham Act §34(d) (1) (A), 15 U.S.C. A. 2226(d) (1(A), and  
20 765 ILCS 1075/50 as the defendants utilize the likeness of the Harrington's in commerce.

21 3. **On the First Cause of Action:**

22 (a) Issue a Declaratory Order Affirming that the Plaintiffs Owns both Aunt  
23 \*Jemima Trademarks that are the images of Anna Short Harrington, and Olivia Hunter  
24 **Reg. No. 71385940 and Reg. No. 1697862.**

25 (b) Plaintiff seeks Certification of the action as a Class Action pursuant to the  
26 Federal Rules of Civil Procedure, and appointment of Plaintiff as the Class  
27 Representative and his counsel of records as Class Counsel:

28 (c) For actual statutory, compensatory and punitive damages in an amount to be  
determined according to proof, but in no event less than **\$2 Billion Dollars**

1 (\$2,000,000,000.00), plus compounded interest, a future royalty, and \$1,000,000,000  
2 billion in equity stock combined in PepsiCo, Quaker Oats, and Pinnacle thereon at the  
3 maximum rate allowed by law;

4 (d) For attorneys' fees and costs incurred in connection with the enforcement  
5 of the Agreement;

6 (e) A declaration by this court that Defendants' conduct constituted a  
7 conspiracy, and that they are each jointly and severally liable for the conduct of or  
8 +damage inflicted by any other defendant;

9 (f) Actual damages, statutory damages, punitive damages, and such other relief  
10 as provided by the statutes cited herein;

11 (g) Prejudgment and post-judgment interest on such monetary relief

12 (h) Equitable relief in enjoining future use of the likeness, of Anna Harrington  
13 Plaintiffs Class members, and declaring null, void, and/or unenforceable any contractual  
14 provisions or NCAA rules purporting to limit the right of Plaintiff Harrington's Class  
15 members to receive just compensation for proceeds, and/or royalty payments.

16 (i) Issue an order that Quaker Oats / PepsiCo from now until the future must  
17 pay 2 1/5% towards on the net proceeds for any and all Aunt Jemima products, goods,  
18 and merchandise into the future. We believe it just that the estates of Nancy Green, Anna  
19 Robinson, and Anna S. Harrington should be justifiably compensated.

20 (j) Within a 10 year window Quaker Oats has engaged in deplorable  
21 discriminatory practices, thus warranting a Preliminary Injunction prohibiting Quaker  
22 Oats to receive any federal contracts, or funding into the near future.

23 **4. On the Second Cause of Action:**

24 (a) For actual, statutory, compensatory and punitive damages in an amount to be  
25 determined according to proof, but in no event less than **\$2 Billion Dollars**  
26 **(\$2,000,000,000.00)**, plus interest, a future royalty, and equity stock thereon at the  
27 maximum rate allowed by law;

28 (b) For punitive and exemplary damages in an amount to be determined at trial  
pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement



1 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
2 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
3 2-604.1, <http://codes.lp.findlaw.com/nycode/GOB/5>

4 **5. On the Third Cause of Action:**

5 (a) For actual, statutory, compensatory and punitive damages in an amount to be  
6 determined according to proof, but in no event less than **\$2 Billion Dollars**  
7 **(\$2,000,000,000.00)**, plus interest, a future royalty, and equity stock thereon at the  
8 maximum rate allowed by law;

9 (b) For punitive and exemplary damages in an amount to be determined at trial  
10 pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement  
11 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
12 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
13 2-604.1.

14 **6. On the Fourth Cause of Action:**

15 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
16 determined according to proof, but in no event less than **\$2 Billion Dollars**  
17 **(2,000,000,000.00)**, plus interest, a future royalty, and equity stock thereon at the  
18 maximum rate allowed by law;

19 (b) For punitive and exemplary damages in an amount to be determined at trial  
20 pursuant to Minnesota Statutes §325A.09 for Remedies and Enforcement Remedies, NY  
21 Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--Willful and  
22 Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section 2-604.1.

23 **7. On the Fifth Cause of Action:**

24 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
25 determined according to proof, but in no event less than **\$2 Billion Dollars**  
26 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

27 (b) For punitive and exemplary damages in an amount to be determined at trial  
28 pursuant to Sect. 51, Minnesota Statutes 325A.09 for Remedies and Enforcement  
Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--

1 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
2 2-604.1 .

3 **8. On the Sixth Cause of Action:**

4 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
5 determined according to proof, but in no event less than **\$2 Billion Dollars**  
6 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

7 (b) For punitive and exemplary damages in an amount to be determined at trial  
8 pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement  
9 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
10 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
11 2-604.1.

12 **9. On the Seventh Cause of Action:**

13 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
14 determined according to proof, but in no event less than **\$2 Billion Dollars**  
15 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

16 (b) For punitive and exemplary damages in an amount to be determined at trial  
17 pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement  
18 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
19 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
20 2-604.1.

21 **10. On the Eighth Cause of Action:**

22 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
23 determined according to proof, but in no event less than **\$2 Billion Dollars**  
24 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

25 (b) For punitive and exemplary damages in an amount to be determined at trial  
26 pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement  
27 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
28 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
2-604.1 .

1           **11. On the Ninth Cause of Action:**

2           (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
3 determined according to proof, but in no event less than **\$2 Billion Dollars**  
4 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

5           (b) For punitive, compensatory and exemplary damages in an amount to be  
6 determined at trial pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and  
7 Enforcement Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary  
8 Damages--Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil  
9 Procedure. Section 2-604.1

10           **12. On the Tenth Cause of Action:**

11           (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
12 determined according to proof, but in no event less than **\$2 Billion Dollars**  
13 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

14           (b) For punitive, compensatory and exemplary damages in an amount to be  
15 determined at trial pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and  
16 Enforcement Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary  
17 Damages--Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil  
18 Procedure. Section 2-604.1 .

19           **13. On the Eleventh Cause of Action:**

20           (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
21 determined according to proof, but in no event less than **\$2 Billion Dollars**  
22 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

23           (b) For punitive, compensatory and exemplary damages in an amount to be  
24 determined at trial pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and  
25 Enforcement Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary  
26 Damages--Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil  
27 Procedure. Section 2-604.1.

28           **14. On the Twelfth Cause of Action:**

1 (a) (For actual, statutory, compensatory and punitive damages in an amount to be  
2 determined according to proof, but in no event less than **\$2 Billion Dollars**  
3 **(\$2,000,000,000.00)**, plus interest thereon at the maximum rate allowed by law;

4 (b) For punitive and exemplary damages in an amount to be determined at trial  
5 pursuant to Sect. 51, Minnesota Statutes §325A.09 for Remedies and Enforcement  
6 Remedies, NY Code - Article 5, Title 13, and/or 35.01 Punitive/Exemplary Damages--  
7 Willful and Wanton Conduct, and Statutes 735 ILCS 5 Code of Civil Procedure. Section  
8 2-604.1.

9 **15. On all causes of Action:**

- 10 a. For Costs of suit incurred herein;  
11 b. For interest as allowed by law; and  
12 c. For such other and further relief as the Court may be just and proper.

13 **16. This Civil Complaint is hereby filed**

14 **17. JURY TRIAL IS DEMANDED**

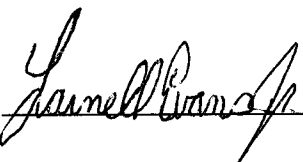
15 (a) Plaintiffs Harrington Class demands a trial by jury on all issues triable of  
16 right by jury

17 **DATED: July 3, 2014**

**D.W.H., GREAT GRANDSON FOR THE ESTATE  
OF ANNA. S. HARRINGTON**

19  
20 By: 

21  
22 **L. E., JR. GREAT GRANDSON FOR THE ESTATE  
OF ANNA. S. HARRINGTON**

23  
24  
25 By: 

1 From: DPanos@jenner.com

2 To: [REDACTED]

3 marc.kesselman@pepsico.com

4 Subject: RE: Estate of Anna S Harrington

5 Date: Mon, 31 Mar 2014 23:02:35 +0000

6 Dear Mr. Hunter,

7 This e mail follows up on my conversation of this afternoon with Mr. Bob Angel. Mr.  
8 Angel has given me his consent to communicate with you this one time, but because  
9 you are represented by an attorney, our professional rules of conduct require that all  
10 future communications from me or Marc Kesselman will have to be directed only to Mr.  
11 Angel as your attorney. Therefore, I hope you will understand that we have to  
12 communicate through proper legal protocols and that we are not ignoring your  
13 communications when we do not respond directly to you.

14 We apologize for any delays in responding sooner. PepsiCo and Quaker are actively  
15 searching for contracts that would pertain to Ms. Anna S. Harrington, which if they exist  
16 go back 60 years or even longer. We thus far have not located these documents in the  
17 places that have been searched. As I discussed with Mr. Angel, the issue for us is  
18 trying to determine all the places that we would need to search to attempt to locate  
19 these documents if they exist. As I am sure you know, the company has evolved and  
20 grown significantly over the decades with many changes in the physical locations of  
21 where very old documents might be stored. We anticipate that it may take us 3 weeks  
22 or more to complete this search and therefore I suggest that I contact Mr. Angel 3  
23 weeks from today to let him know the status of our search efforts. I will report back to  
24 Mr. Angel sooner if I am able to based on our investigation.

25 Please have Mr. Angel let me know if this is acceptable to you.

26 Regards,

27 Dean

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**Exh. 1**

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**ANN SHORT HARRINGTON (1897-1955)**

**Exh. 2**

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# Pinnacle Foods

★ ★ ★ ☆ ☆ 2.8 of 5 – 77 reviews

<b>Website</b>	www.pinnaclefoods.com
<b>Headquarters</b>	Parsippany, NJ
<b>Size</b>	1000 to 5000 Employees
<b>Type</b>	Company - Public (PF)
<b>Industry</b>	Manufacturing
<b>Revenue</b>	\$2 to \$5 billion (USD) per year
<b>Competitors</b>	General Mills, ConAgra Foods, Smucker

In more than 85% of American households, consumers reach for Pinnacle Foods brands. Pinnacle Foods is a Top 1000 Company ranked on Fortune Magazine's 2013 Top 1000 companies list. We are a leading producer, marketer and distributor of high-quality branded food products, which have been trusted household names for decades. Headquartered in Parsippany, NJ, our business employs an average of 4,400 employees. We are a leader in the shelf stable and frozen foods segments and our brands hold the #1 or #2 market position in 10 of the 12 major categories in which they compete. Further information is available at <http://www.pinnaclefoods.com>.

**Mission:** Reinvigorating Iconic Brands

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# Funeral Services for Olivia Hunter



Saturday, December 5, 1992 at 10:00 a.m.

Bellgrove Missionary Baptist Church  
219 West Castle Street

Rev. Joseph H. Carter, Pastor

Exhibit 8



Exh. 4



May 11, 1923

## Obituary

Mrs. Olivia Hunter, 69, died Monday, November 30, 1992 at her home at 346 Furman Street, Syracuse, New York.

Mrs. Hunter was the youngest daughter of Anna S. Harrington who for over 15 years was the representative as a demonstrator and in commercials for the Quaker Oats Company as Aunt Jemima and whose picture appeared on their pancake mix.

Mrs. Hunter was born in Bennettsville, South Carolina May 13, 1923. She came to Syracuse in 1930 with her mother and five brothers and sisters.

Mrs. Hunter worked for many years as a cook for several fraternity houses at Syracuse University, following in her mother's footsteps.

Mrs. Hunter was a licensed foster mother in N.Y.S. and also in the state of Florida. Mrs. Hunter moved to Florida in 1969 and lived in Sanford, Florida for the next 20 years, managing McAllisters Hotel in Sanford, as well as raising foster children. She returned to Syracuse in 1989. Her daughter Elizabeth estimates that her mother raised in excess of 30 foster children in the last 25 years and said that some still consider her their "mother".

Mrs. Hunter was a life member of Queen of Sheba, chapter 268 of the International Order of Eastern Stars.

Surviving are her husband, Emitt Jimmie Hunter; two daughters Elizabeth Hunter and Louise Solomon, both of Syracuse. Her son Daniel died in 1982. Also surviving are her sister Mrs. Laura Mae Sizemore of Syracuse, her brother Levi Harrington of Sanford, Florida; her aunt Lila Davis of Rockingham, North Carolina; nine grandchildren, 15 great grandchildren, and one great-great grandchild.



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Exh.6

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## Mrs. Harrington Dies; 'Aunt Jemima' of Area

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Funeral services will be held at 1:30 p.m. Tuesday for Mrs. Anna Harrington, 58, of 117 Monroe St., who became widely known throughout Central New York as a demonstrator for Aunt Jemima pancake flour. She died Friday at her home following a short illness.

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Services will be from her home at 1:30 p.m. and in Bethany Baptist Church at 2 p.m. Burial will be in Morningstar Cemetery.

A native of Bennettsville, S. C., Mrs. Harrington had lived in Syracuse for 25 years. As a demonstrator for the pancake concern, she appeared for many years at the New York State Fair.

Surviving are three daughters, Mrs. Laura Patterson, Mrs. Dolores Hoffman and Mrs. Olivia Hunter, all of Syracuse; two sons, Levi and Daniel, both of Syracuse; four brothers, John, Samuel, Daniel and Ernest Short, all of South Carolina; three sisters, Mrs. Ethelle Bloomfield and Mrs. Lila Davis, both of Rockingham, N. C., and Mrs. Bessie Savannah of Bennettsville, S. C.; three grandchildren; two great-grandchildren; several nieces and nephews.

Calling hours at the home are today after 7 p.m. and on Monday.

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**B**ehind the happily smiling face beneath the colorful bonnet is an artist's denoting of the late Ann Short Harrington, a real person and a native South Carolinian.

Born to Daniel and Lila Short, who lived on the Claudius Piques farm in what is now the Wallace Community in Marlboro County, Ann was one of eleven children—six girls and five boys. Her only surviving sister, Lila Short Davis, is now a resident of Rockingham and was recently interviewed for an article in the Richmond County Daily Journal.

Mr. Davis, 86, says the family moved into North Carolina when Ann was 12. They spent the next fourteen years on the Will Everett farm below Everett Mill. During that time, the children attended school two miles away, across the state line in South Carolina, at a small school which was church sponsored. They walked the two miles to school, which was in session from November through March or April.

Ann Short quit school before she reached seventh grade, according to her sister. In 1911, she married Weldon Harrington. They had five children. Then Harrington "got into some trouble" and left her.

Faced with the necessity to support her five children, Ann Short Harrington moved North in 1932. She settled in Syracuse, New York. Mrs. Davis has fond memories of Ann. She also is aware of Ann's courage and determination. "She did everything—sewing and cooking," to provide for her family, Lila Davis says.

Ann Short Harrington's fame was launched at a fair-ground in the Syracuse area in 1935. She was cooking pancakes there when she was discovered by the Quaker Oats Company, her picture shown, and her image publicized as "Aunt Jemima."

Mrs. Harrington was paid good money for traveling around the nation making personal appearances as Aunt Jemima.

In November 1935, "Aunt Jemima's" likeness appeared in an ad in Woman's Home Companion. The headline capitalized on her Southern accent: "Let 'er Auntie sing a song in yo' kitchen." It went on: "Make meal-time an adventure with Aunt Jemima's Magic Meals, ham 'n' waffles, Southern style."

A coupon offered free (with one box top) "Aunt Jemima's Album of Secret Recipes," containing 64 of her recipes and 22 complete menus.

In a Syracuse, New York, newspaper article in May 1975, the public was informed that "Aunt Jemima's" former employers were "a string of Governors of Virginia who enjoyed her Southern cooking as much as their northern counterpart Thomas E. Dewey later did. In the summer she spent much of her time filling the stomachs of Senator Taft and his family."

The article continues, apparently referring to her having worked as cook for a university fraternity house: "Aunt Jemima worked at the Sammy House for two years and one of her toughest chores, she says, was feeding basketball player Eddie Miller. One morning he ate no less than three dozen hot buns. After that episode, she stopped cooking and kept cooking."

"Whether Miller tried her out of the Sammies ate too much, no one knows, but at any rate Mrs. Harrington left Sammy for Sig Ep and then moved over to the Kappa Sig house."

Mrs. Harrington developed her own recipe for keeping her waistline down and the pancake consumption up. She used potato grease on the skillet instead of butter. "That was probably the first time in history that potatoes weren't considered fattening."

During the 14 years that Mrs. Short worked as Aunt Jemima, she made enough money not only to provide for her children but also to buy a 22-room house with a bungalow behind it.

Mrs. Davis visited her famous sister by train five times in Syracuse. She was taken on tours into Canada twice while visiting.

The day before Mrs. Harrington's death in 1955, one of her brothers arrived in Syracuse driving a truck. He spent the night at her house. She gave him her own bedroom and slept in the "showcase room."

When she did not appear for breakfast, the brother went to look for her. She was dead at 55, having seemingly passed away peacefully in her sleep. The cause may have been heart disease complicated by diabetes.

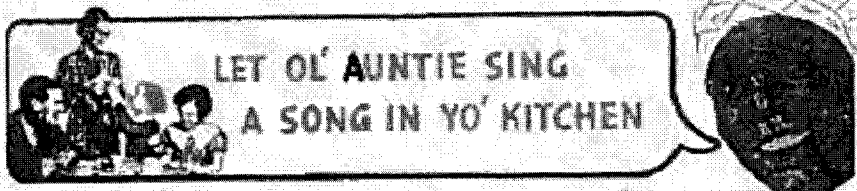
Mrs. Davis was reached by phone through the Piques plantation. She took the long trip to Syracuse by bus to attend the funeral.

Relatives of Mrs. Harrington who still live in Marlboro County include sisters Lee Nora Piques, Lila Bennett, and Mildred Foster, a nephew Adam Harrington, and a cousin "Bo" Leak of the New Hope Section.

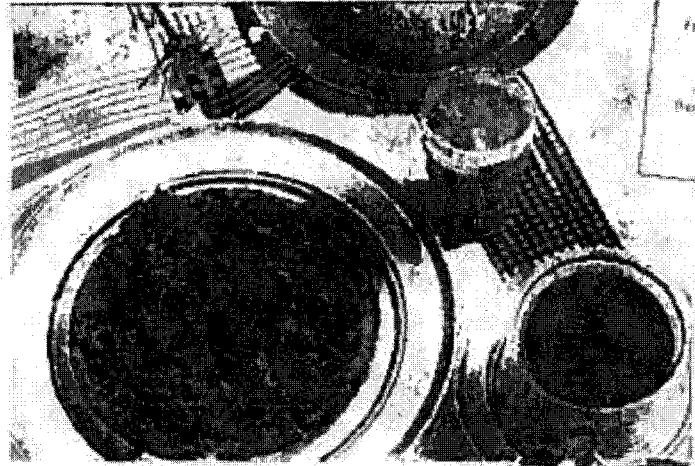
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Anna Short Harrington was buried in Oakwood Cemetery in Syracuse, at grave plot number 63-section H-4. Many of her relatives continue to live in the Wallace Community. Lenora Pegues is still proud of her famous aunt.

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*Make mealtime an adventure with*  
**AUNT JEMIMA'S MAGIC MENU**  
 HAM 'N' WAFFLES, SOUTHERN STYLE



**SUPPER**  
 For Ham 'n' Waffles  
 Breakfast  
 1. Waffle Iron  
 2. Aunt Jemima's  
 Pancake  
 3. Syrup  
 4. Butter

- Directions for using**  
**AUNT JEMIMA'S WAFFLE**  
 1. Turn on the waffle iron and allow it to heat up.  
 2. Place 1/4 cup of Aunt Jemima's Pancake mix in the waffle iron.  
 3. Cook for 4-5 minutes.  
 4. Turn the waffle iron off and allow the waffle to cool.

It's the magic of Aunt Jemima's Pancake mix that makes it so easy to make a delicious waffle. Just mix the mix with water and you're ready to go. The waffle iron does the rest. The result is a golden-brown waffle that's soft and fluffy on the inside and crisp on the outside. It's the perfect breakfast or snack. Aunt Jemima's Pancake mix is available in 1/2 and 1 lb. sizes. For more information, call 1-800-4-AUNTJEMIMA.



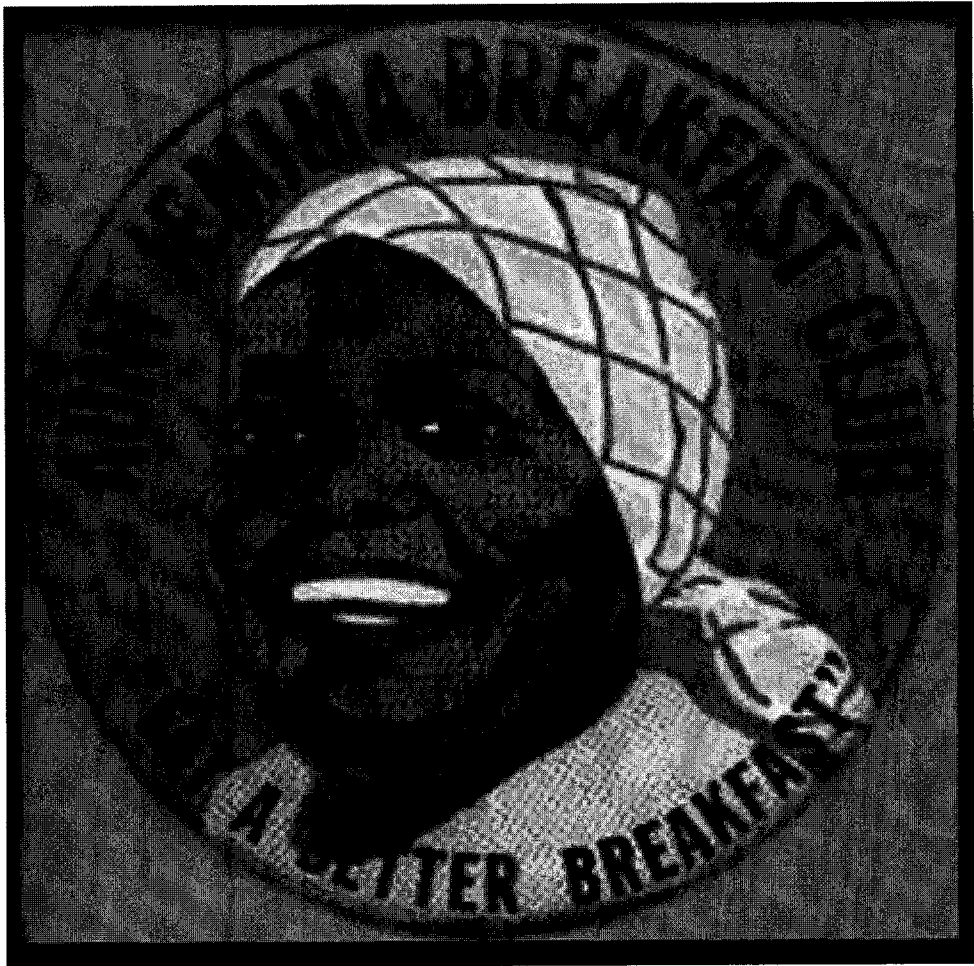
**AUNT JEMIMA**  
 People love Aunt Jemima's Pancake mix because it's so easy to use and makes such delicious waffles.

**FREE** **SECRET** **RECIPE** **FOR** **THE** **BEST** **WAFFLES** **EVER** **MADE**

Get the secret recipe for the best waffles ever made. This recipe is the same as the one used by Aunt Jemima's. It's the secret to the soft, fluffy waffles that everyone loves. To receive this free recipe, simply fill out the form below and mail it to Aunt Jemima's.

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 Address \_\_\_\_\_  
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*Mm-m-m!*  
*Every Bite Is Happifyin' Light*  
**AUNT JEMIMA**  
**PANCAKES**

**Pipin' Hot, on-the-Dot Supper Menu**  
*Aunt Jemima Pancakes\**  
Broiled Sausage and  
Pineapple Rings  
Orange Fruit Mold

**Exh. 12**



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**Aunt Jemima**  
**since 1889**

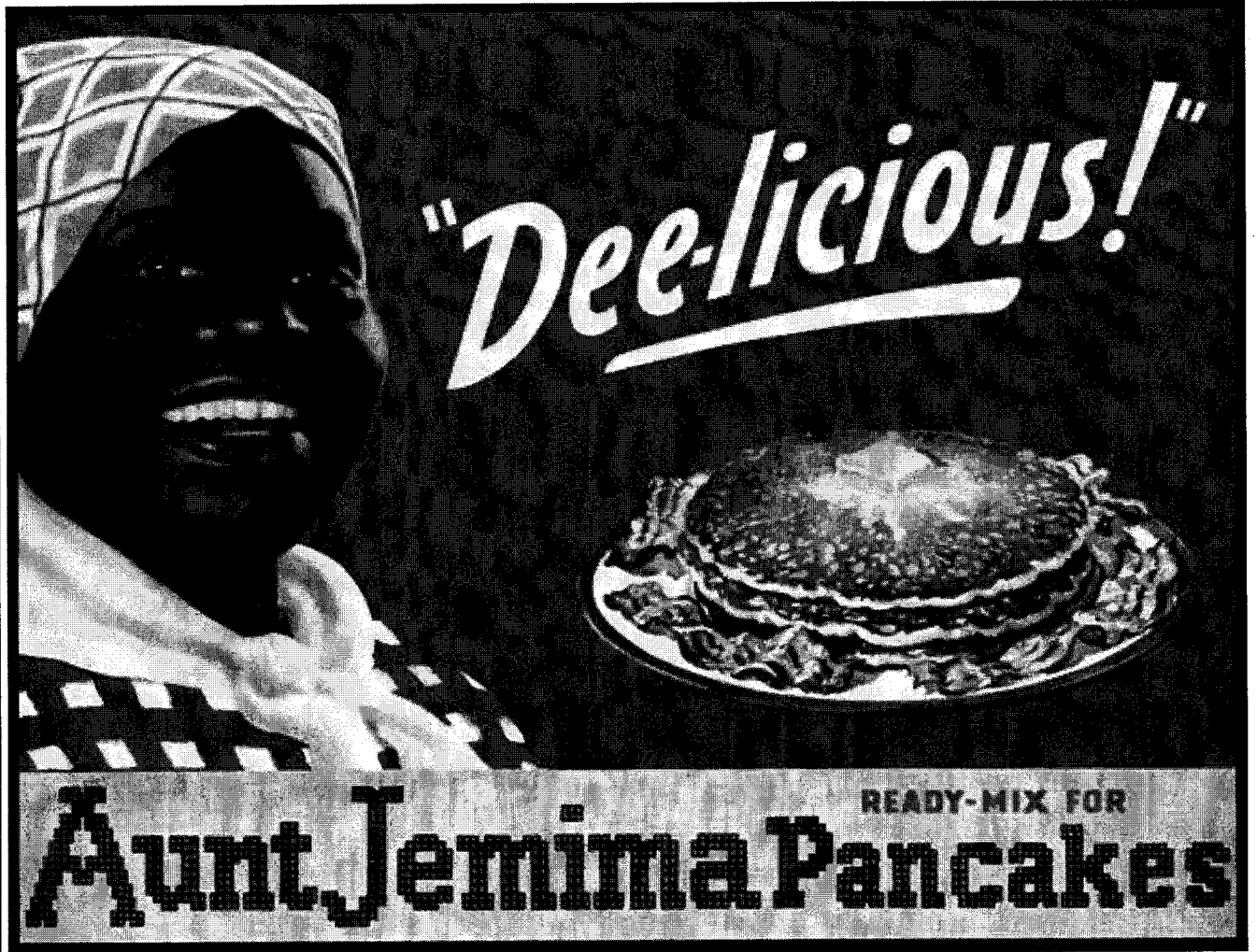
*delicious for supper too!*

**AUNT JEMIMA**  
**READY-MIX**  
**for PANCAKES**  
WHEAT, CORN, RYE AND RICE FLOUR

**Aunt Jemima**

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*"Dee-licious!"*

READY-MIX FOR  
**Aunt Jemima Pancakes**

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*For an Appetitin',  
Taste-Delightin' Treat  
serve **AUNT JEMIMA  
PANCAKES***





**EASY-TO-FIX  
Lenten Luncheon**  
Fresh Fruit Cocktail with Mint  
Aunt Jemima Pancakes  
with Creamed Eggs  
Beverage

For fluffy pancakes and waffles get the red box of Aunt Jemima Ready-Mix... for taste-tin' buckwheats get the yellow box.

**Temptilatin' way  
to start yo' day!**

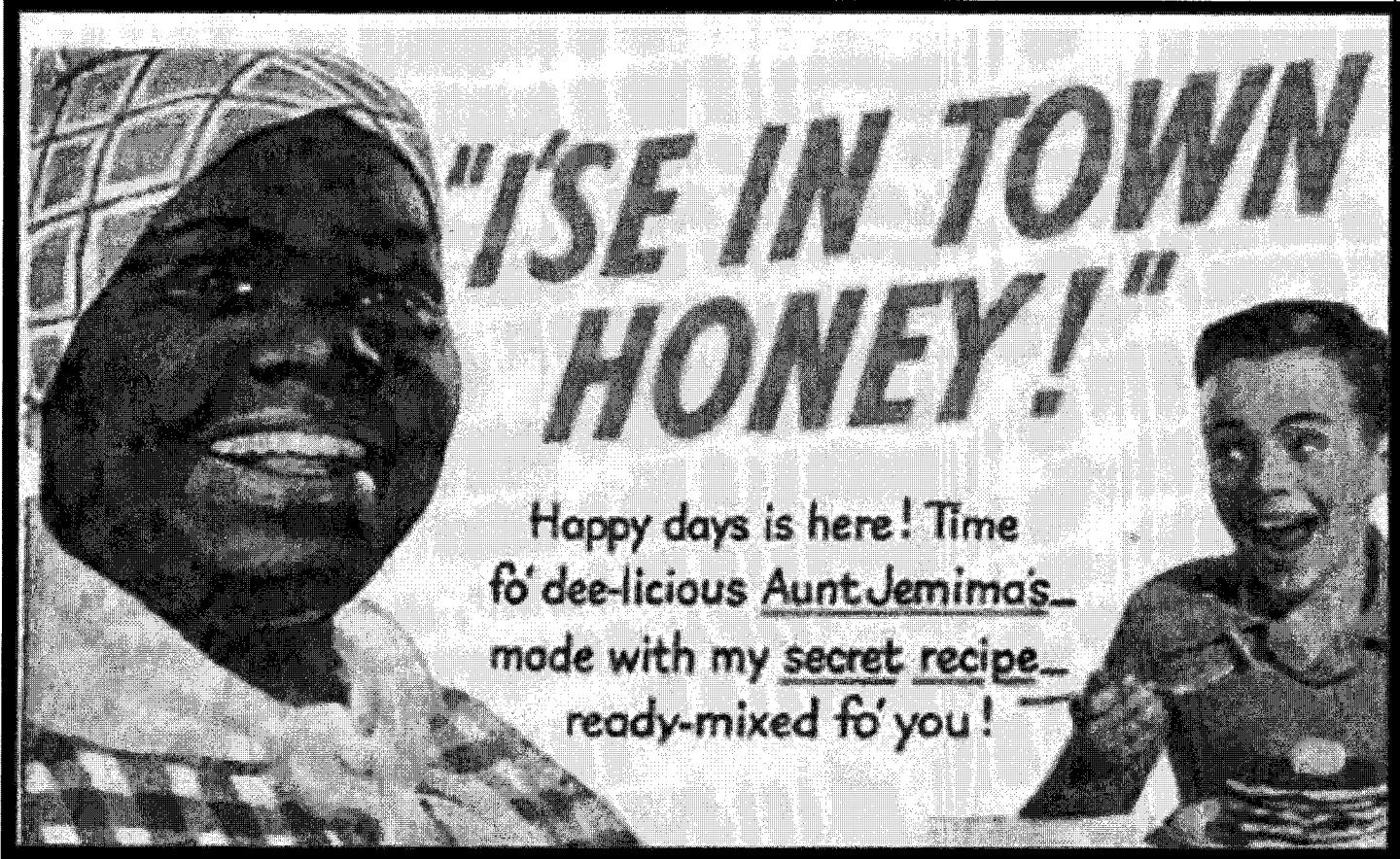



**AUNT JEMIMA  
PANCAKES**




**Exh. 15**

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**Exh. 16**

# Memorial Bronze

JAS. H. MATTHEWS & CO., 1315 WEST LIBERTY AVENUE, PITTSBURGH 26, PENNSYLVANIA

**ORDER FORM**

Date 5-30-68 Order No. \_\_\_\_\_

Ordered by Oliver Hunter Address 132 Beech St

Section Owner \_\_\_\_\_ Address \_\_\_\_\_

Block \_\_\_\_\_ Section H 4 Lot No. \_\_\_\_\_ Grave No. 63

Data Ordered by Purchaser \_\_\_\_\_ Date Desired for \_\_\_\_\_ Price \_\_\_\_\_

DESIGN OF MEMORIAL		Rockledge	Headstone	Monument	Size
<u>OAKLEAF #1</u>		<u>1</u>			<u>10 x 9</u>
MEMORIAL Only	MEMORIAL Vase Combination	Monument Upright Vase	Plain Upright Vase	2 Way	FINISH
<u>1</u>	<u>Old Vase</u> <input type="checkbox"/> <u>New Vase</u> <input type="checkbox"/>				Light <input type="checkbox"/> Dark <input type="checkbox"/>
LETTER STYLE			TO MATCH MEMORIAL		
Oral Face <input checked="" type="checkbox"/>	Flat Face	Name on Memorial		No. YEAR	
		Received by Family		No.	

INSCRIPTION	EMBLEM GRAVE?
<p><u>ANNA HARRINGTON</u> <u>1897 - 1955</u></p>	

SEPARATE VASE UNITS WITH VASE BASE RING						LOT MARKERS	Size	Quantity
Plain Upright Vase	Monument Upright Vase	Substrate Vase	Rockledge Ring	Plain Upright Ring	Monument Upright Ring	Emblem	Headstone	Monument
PERMANENT MEMORY VASE <small>With base ring identical as per above</small>						INSCRIPTION		

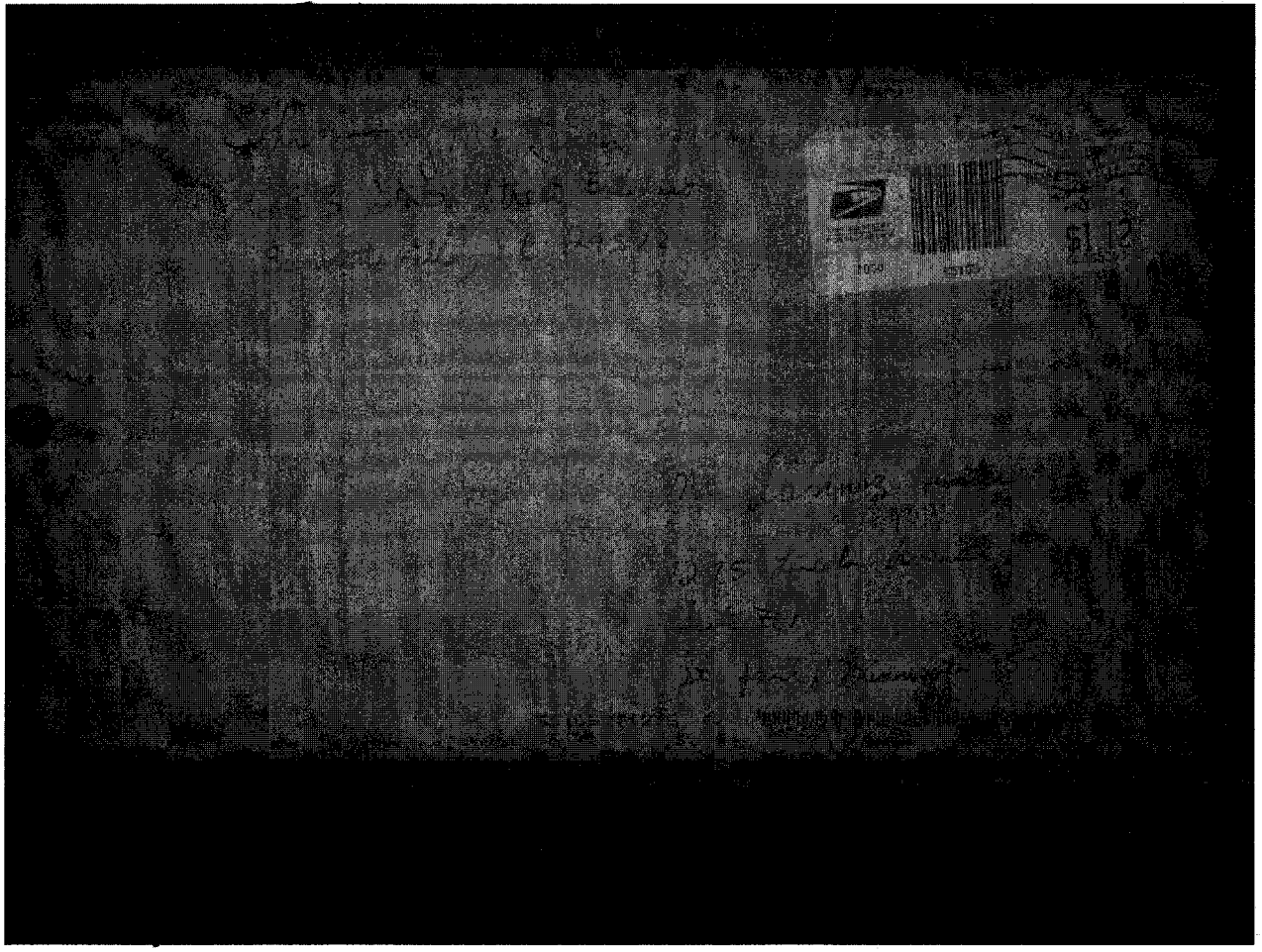
Forming and glass work done checked and approved by \_\_\_\_\_

Oakwood Cemetery  
740 Oakwood Avenue  
SYRACUSE, New York

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PRINTED IN U.S.A. \_\_\_\_\_ By \_\_\_\_\_

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**Exh. 18**

# Aunt Jemima

From Free net encyclopedia

[http://www.netipedia.com/index.php/Aunt\\_Jemima](http://www.netipedia.com/index.php/Aunt_Jemima)

Image:Aunt Jemima Logo.jpgs

**Aunt Jemima** is a trademark for pancake flour, syrup, and other breakfast foods. The trademark dates to 1893, although Aunt Jemima pancake mix debuted in 1889. Quaker Oats bought the brand in 1926. Aunt Jemima frozen products were licensed out to Pinnacle Foods Corporation in 1996.

The impetus for Aunt Jemima comes from a minstrelsy/vaudeville song of the same name. Chris L. Rutt of the Pearl Milling Company saw the song being sung by blackface performers Baker & Farrell wearing an apron and kerchief, and appropriated the character.

Aunt Jemima is depicted as a plump, smiling, bright-eyed black woman, originally wearing a kerchief over her hair. Originally, she was represented as a slave and was the most commonplace representation of the stereotypical "mammy" character.

**The woman whose likeness was painted for the logo was Anna Short Harrington.**

However, to many people, Aunt Jemima was the ebullient Nancy Green, born a slave in Montgomery County, Kentucky, who was hired by R.T. Davis Milling Company to play the Jemima character from 1890 to her death in 1924. Green, as Jemima, operated a pancake-cooking display at the World's Columbian Exposition in Chicago, Illinois during 1893, beside the "world's largest flour barrel". Harriette Widmer also portrayed the character on radio.

**Exh . 19**



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3 Aunt Jemima was not the only depiction of a black person to be used in early advertising. Often distorted images  
4 of blacks were featured prominently as trademarks of several products. Most commonly, such images were used  
5 to sell food, cleaning agents, agricultural produce, and products that were black or brown, such as coffee, ink,  
6 and chocolate. Examples include Cream of Wheat, featuring a cook named "Rastus" (the word itself a racial slur);  
7 Fairbank's Gold Dust, a powdered laundry detergent, featuring the "Gold Dust Twins"; J & P Coat's Threads,  
8 featuring "Topsy" and "Mammy" cookie jars. Objections to the depiction of Aunt Jemima and other black  
9 advertising date back to the 1920s. One important characteristic of the Aunt Jemima trademark is its  
10 stereotypical depiction of black women as servants. Aunt Jemima was characteristic of most advertising with  
11 black women as a reminder that their place was in the kitchen, and the majority of advertising was associated  
12 with food. Many blacks found Aunt Jemima in particular to be an obvious and insensitive reminder of slavery.

13 An early advertisement, for example, contained the following copy: Image:AuntJemima.jpg

14 On the old plantation, Aunt Jemima refused to reveal to a soul the secret of those light fragrant pancakes  
15 which she baked for her master and his guests. Only once, long after her master's death did Aunt  
16 Jemima reveal her recipe. It's still a secret.

17 The phrase "Aunt Jemima" is sometimes used as a female version of Uncle Tom to refer to a black woman  
18 who is obsequiously servile.

19 The 1950s television show Beulah came under fire for depicting a mammy-like black maid and cook who  
20 was somewhat reminiscent of Aunt Jemima. Today, "Beulah" and "Aunt Jemima" are more or less  
21 interchangeable as terms of disparagement.

22 The Aunt Jemima trademark has been modified several times over the years. Aunt Jemima is no longer a  
23 slave, but either a housewife or some other benevolent mother figure. She has been made younger and  
24 more physically attractive, and her kerchief has been eliminated for a more modern hairstyle and pearls.  
25 This new look remains with the products to this day.

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**Exh . 20**

1 **ECONOMIC ESPIONAGE AND FRAUD**

2 Date: Thu, 6 Mar 2014 12:41:47 -0800

3 Subject: Fwd: [REDACTED] Hunter

4 From: [REDACTED]@gmail.com

5 To: [REDACTED]@yahoo.com;

6 [REDACTED]@hotmail.com

7 ----- Forwarded message -----

8 From: <Vital Statistic Orders%ONGOV@ongov.net>

9 Date: Thu, Mar 6, 2014 at 12:39 PM

10 Subject: Re: Dannez Hunter

11 To: Robert Angel <rmangel26@gmail.com>

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13 Per our phone conversation I have a couple of  
14 suggestions for Mr Hunter

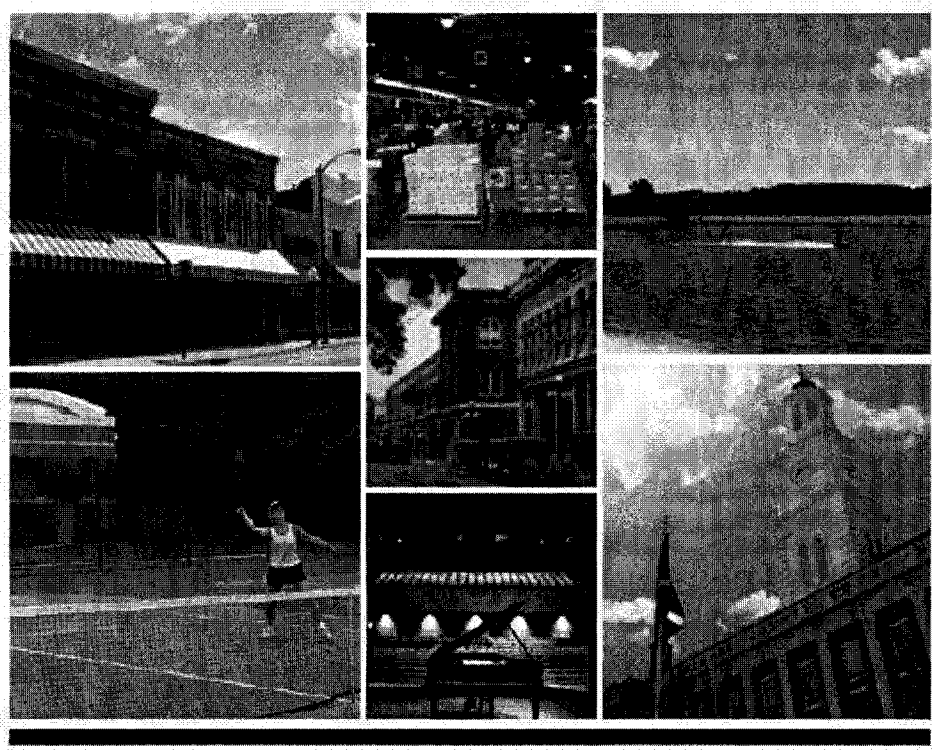
15 1) Purchase a genealogy copy. It has all of  
16 the same information on it as  
17 a certified copy.

18 2) Have his litigation attorney send a request  
19 on his letterhead. In the body of the letter  
20 he/she should give the decedents name and date  
21 of death and state that the document is needed  
22 for a legal procedure and who they are  
23 representing (also if they could include why  
24 the certificate is required for the procedure  
25 it would be helpful because the attorney  
26 is supposed to be representing a  
27 legally entitled party which Mr  
28 Hunter is not).

**Exh. 21**



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**Marlboro County  
RESOURCE GUIDE**

- Bennettsville
- Blenheim
- Clio
- McColl
- Tatum
- Wallace

**Exh. 23**

## Important Sons and Daughters of Marlboro County

Several famous Marlboro County natives include United States Congressman and diplomat Robert Blair Campbell (1791-1862), United States and Confederate Congressman John McQueen (1804-1867), nationally known children's advocate Marian Wright Edelman and former Bank of America chairman Hugh L. McColl Jr.

The last "Aunt Jemima" for Quaker Oats Cereals was Annie Short Harrington from Marlboro County. She was discovered by the Quaker Oats Company in 1935 at a fairground in Syracuse, NY, while cooking pancakes.

Mason Lee was born in 1770 in Marlboro County and struck by lightning at age 30. Thereafter he became obsessed with witches and the devil. He slept in a hollowed out gum log that is on display at the Marlboro County Historical Museum. He left a large estate of \$50,000 (equal to \$935,791 in 2009 dollars) to the states of South Carolina and Tennessee. The trial contesting his will and the subsequent ruling in this landmark case established standards for determining mental capacity studied in leading law schools both here and abroad. The will is on display at the museum and the only historic marker in South Carolina to a will is located on Route 38 near the Bristow community.

## Fast Facts About Marlboro County

Bennettsville was named the first G.R.E.A.T. (Governor's Rural Economic Achievement Trophy) Town in 1979.

Courthouse Square is the largest in the state and has been beautifully restored.

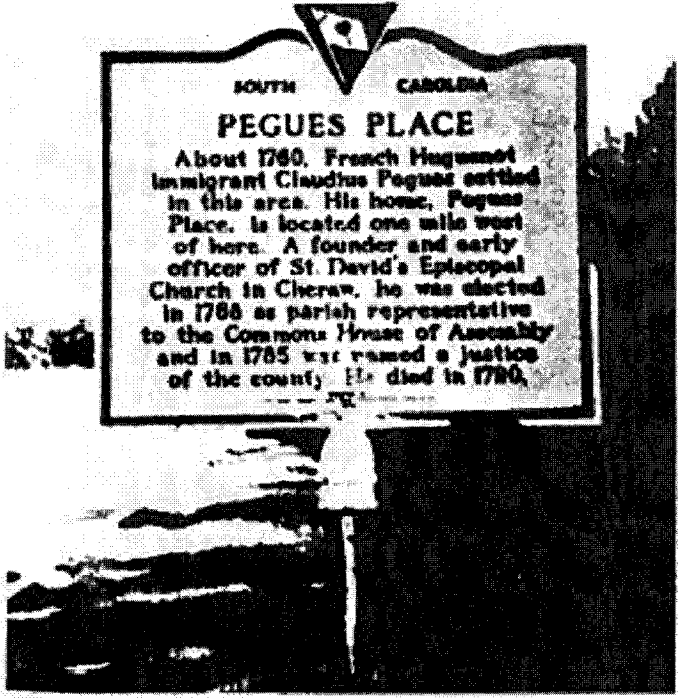
Founded in 1819, Bennettsville was occupied by Union troops in March 1865.

Sherman spared the courthouse, making it one of South Carolina's few county seats with records accessible for genealogical research dating back to 1785.

Bennettsville's master plan in South Carolina, done by the internationally known firm of Duany, Plater-Zyberk, was completed in 1997.

The Bennettsville Visitor Center was recognized with a Municipal Achievement Award by the Main Street South Carolina program of the Municipal Association of South Carolina.

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**PEGUES PLACE HISTORICAL MARKER  
ON HIGHWAY US 1.**

**Exh.24**

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Who We Are

What We Believe

Brands You Love

Investors

6/19/2014 | SHARE

PURCHASE, N.Y., June 19, 2014 /PRNewswire/ -- PepsiCo, Inc. (NYSE: PEP) today announced that its second quarter 2014 earnings conference call for investors and financial analysts will be webcast on Wednesday, July 23, 2014 at 8 a.m. Eastern Daylight Time (EDT) at [www.pepsico.com](http://www.pepsico.com) in the "Investors" section under "Events and Presentations."



**PEPSICO**



The Company will issue its financial results at approximately 7 a.m. EDT that morning.

**About PepsiCo**

PepsiCo products are enjoyed by consumers one billion times a day in more than 200 countries and territories around the world. PepsiCo generated more than \$66 billion in net revenue in 2013, driven by a complementary food and beverage portfolio that includes Frito-Lay, Gatorade, Pepsi-Cola, Quaker and Tropicana. PepsiCo's product portfolio includes a wide range of enjoyable foods and beverages, including 22 brands that generate more than \$1 billion each in estimated annual retail sales.

At the heart of PepsiCo's Performance with Purpose – our goal to deliver top-tier financial performance while creating sustainable growth in shareholder value. In practice, Performance with Purpose means providing a wide range of foods and beverages from treats to healthy eats; finding innovative ways to minimize our impact on the environment and reduce our operating costs; providing a safe and inclusive workplace for our employees globally; and respecting, supporting and investing in the local communities where we operate. For more information, visit [www.pepsico.com](http://www.pepsico.com).

Photo - <http://photos.prnewswire.com/prnh/20140615/73233>

SOURCE PepsiCo

[Previous](#)

[Next](#)

**Exh.25**

1  
2 **Pinnacle Foods Finance LLC Reports Fourth Quarter**  
3 **Fiscal 2012 Results....**  
4

5 **Parsippany, N.J. (March 6, 2013)** -- Pinnacle Foods Finance LLC today announced its  
6 financial results for the fourth quarter and fiscal year ended December 30, 2012. Net sales for the quarter  
7 increased 3% versus year-ago to \$705 million, and net earnings in the quarter were \$44 million, after  
8 giving effect to approximately \$10 million of after-tax charges, primarily related to restructuring. For 2012,  
9 net sales of \$2.48 billion were essentially even with year-ago, and net earnings were \$53 million, after  
10 giving effect to approximately \$51 million of after-tax charges, principally related to restructuring and  
11 refinancing.

12 [http://pinnaclefoods.com/investors/news/pinnacle-foods-finance-llc-reports-fourth-quarter-fiscal-2012-  
14 results](http://pinnaclefoods.com/investors/news/pinnacle-foods-finance-llc-reports-fourth-quarter-fiscal-2012-<br/>13 results)

15 Commenting on the results, Pinnacle Foods Chief Executive Officer Bob Gamgort stated, "We posted solid  
16 performance in the fourth quarter by delivering a 3% increase in adjusted EBITDA. In a food industry  
17 environment that is showing some signs of improving, we generated share growth on more than half of our  
18 portfolio, driving 4% net sales growth on our North America retail business. Further, we expanded gross  
19 margin, excluding restructuring, as inflation moderated and our productivity initiatives accelerated."  
20

21 **Fourth Quarter 2012**  
22

23 Net sales of \$705 million in the fourth quarter of 2012 increased 3%, compared to net sales of \$686 million  
24 in the year-ago period. This performance reflected the benefit of a 53rd week in 2012 which added  
25 approximately 4% for the quarter, as well as favorable mix, partially offset by the impact of the Company's  
26 exit from lower-margin businesses in its Specialty Division.  
27

28 Net sales in the Company's North America retail businesses increased 4% in the quarter, largely reflecting  
the 53rd week in 2012. By brand, the Company registered sales growth for Birds Eye® Voila!™, Van de  
Kamp's® and Mrs. Paul's® frozen seafood, Vlasic® pickles and Log Cabin® syrups, while net sales of Birds  
Eye® vegetables, Duncan Hines® baking products and Aunt Jemima® frozen breakfasts declined.

Adjusted EBITDA, as defined in the Company's borrowing agreements, advanced 3% to \$153 million in the  
fourth quarter of 2012, compared to Adjusted EBITDA of \$149 million in the year-ago quarter. Adjusted  
EBITDA is defined below under "Non-GAAP Financial Measures" and is reconciled to Net Earnings (Loss) in  
the tables that accompany this release.

**Exh.26**



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3 Earnings before interest and taxes (EBIT) were \$117 million in the fourth quarter of 2012, after giving  
4 effect to \$16 million of pre-tax charges primarily related to restructuring, compared to a loss at the EBIT  
5 line in the fourth quarter of 2011 of \$(26) million, which included \$155 million of pre-tax charges primarily  
6 related to goodwill and tradename impairments. Excluding these charges in both periods, EBIT for the  
7 quarter improved 3% versus year-ago to \$133 million. This improved performance resulted from strong  
8 productivity results and moderating inflation. Also, the 53rd week increased the comparison by  
9 approximately 4%. Partially offsetting these improvements was lower performance-based compensation  
10 expense in 2011. Excluding the two items from both years, adjusted EBIT increased 5%.

11 The Company reported net earnings of \$44 million in the fourth quarter of 2012, after giving effect to  
12 approximately \$10 million of after-tax charges primarily related to restructuring, compared to a net loss of  
13 \$(88) million in the fourth quarter of 2011, which included \$133 million of after-tax charges primarily  
14 related to goodwill and tradename impairments. Excluding these charges in both periods, net earnings  
15 advanced 17% to \$54 million in the fourth quarter of 2012, compared to approximately \$46 million in the  
16 year-ago quarter. This improvement reflected the increase in EBIT, as well as lower interest expense,  
17 stemming from the Company's refinancing activities and lower overall debt levels.

## 18 **Fiscal Year 2012**

19 Net sales of \$2.48 billion in 2012 were essentially even with net sales of \$2.47 billion in 2011. Net sales in  
20 the Company's North America retail businesses increased 1% to \$2.08 billion in 2012, compared to net  
21 sales of \$2.07 billion in the year-ago period. The 53rd week in 2012 benefited both the consolidated and  
22 the North America retail net sales comparisons by approximately 1%.

23 Adjusted EBITDA was \$426 million in the fiscal year 2012, compared to Adjusted EBITDA of \$450 million in  
24 2011.

25 EBIT in 2012 was \$284 million, after giving effect to \$66 million in pre-tax charges principally related to  
26 restructuring and refinancing, compared to EBIT in the year-ago period of \$183 million, which included  
27 \$192 million in pre-tax charges primarily related to impairments, restructuring and a legal settlement.

28 Net earnings in 2012 were \$53 million, after giving effect to \$51 million in after-tax charges, primarily  
related to restructuring and refinancing compared to a net loss in 2011 of \$(47) million, which included  
\$156 million of after-tax charges, primarily related to impairments, restructuring and a legal settlement.

**Exh.27**

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3 Net cash provided by operating activities in 2012 was \$203 million, compared to net cash provided by  
4 operating activities of \$204 million in the year-ago period. Total capital expenditures, including footprint  
5 consolidation, were \$78 million in 2012 compared to \$117 million in 2011. Ongoing capital expenditures,  
6 excluding footprint consolidation, were \$70 million in 2012 and \$88 million in 2011.

### 7 **Conference Call Information**

8 The Company will host a conference call on Wednesday, March 6, 2013 at 10:00AM (ET) to discuss its  
9 results, although the call this quarter will not include the usual question and answer session due to the  
10 Pinnacle Foods Inc. Registration Statement filing on December 19, 2012.

11 To access the call, interested parties can dial (866) 835-8903 and reference conference name: Pinnacle  
12 Foods Q4 Earnings Call. A replay of the call will be available, beginning March 6, 2013 at 1:00 PM (ET) until  
13 March 20, 2013, by dialing 1-888-266-2081 and referencing Access Code 1606400.

### 14 **About Pinnacle Foods Finance LLC**

15 Millions of times a day in more than 85% of American households, consumers reach for Pinnacle Foods  
16 brands. Pinnacle Foods is a Top 1000 Company ranked on Fortune Magazine's 2011 Top 1000 companies  
17 list. We are a leading producer, marketer and distributor of high-quality branded food products, which have  
18 been trusted household names for decades. Headquartered in Parsippany, NJ, our business employs an  
19 average of 4,400 employees. We are a leader in the shelf stable and frozen foods segments and our brands  
20 hold the #1 or #2 market position in 10 out of 12 major category segments in which they compete. Our  
21 Duncan Hines Grocery Division manages Leadership brands such as Duncan Hines® baking mixes and  
22 frostings, Vlastic® shelf-stable pickles and Mrs. Butterworth's® and Log Cabin® table syrups and  
23 Foundation brands such as Armour® canned meats, Brooks® and Nalley® chili and chili ingredients,  
24 Comstock® and Wilderness® pie and pastry fruit fillings and Open Pit® barbecue sauces. Our Birds Eye  
25 Frozen Division manages Leadership brands such as Birds Eye®, Birds Eye Steamfresh®, C&W®,  
26 McKenzie's®, and Fresh like® vegetables, Birds Eye Voila!® complete bagged meals and Van de Kamp's®  
27 and Mrs. Paul's® seafood and Foundation brands such as Hungry-Man® dinners and entrées, Aunt  
28 Jemima® frozen breakfasts, Lender's® bagels, and Celeste® pizza. Our Specialty Foods Division manages  
Tim's Cascade Snacks®, Hawaiian® Kettle Style Potato Chips, Erin's® Popcorn, Snyder of Berlin® and  
Husman's® in addition to our food service and private label businesses. Further information is available  
at <http://www.pinnaclefoods.com>.

**Exh.28**

1 Contact:

2 Maria Sceppaguercio

3 SVP, Investor Relations

4 Pinnacle Foods Finance LLC

5 973-541-8629

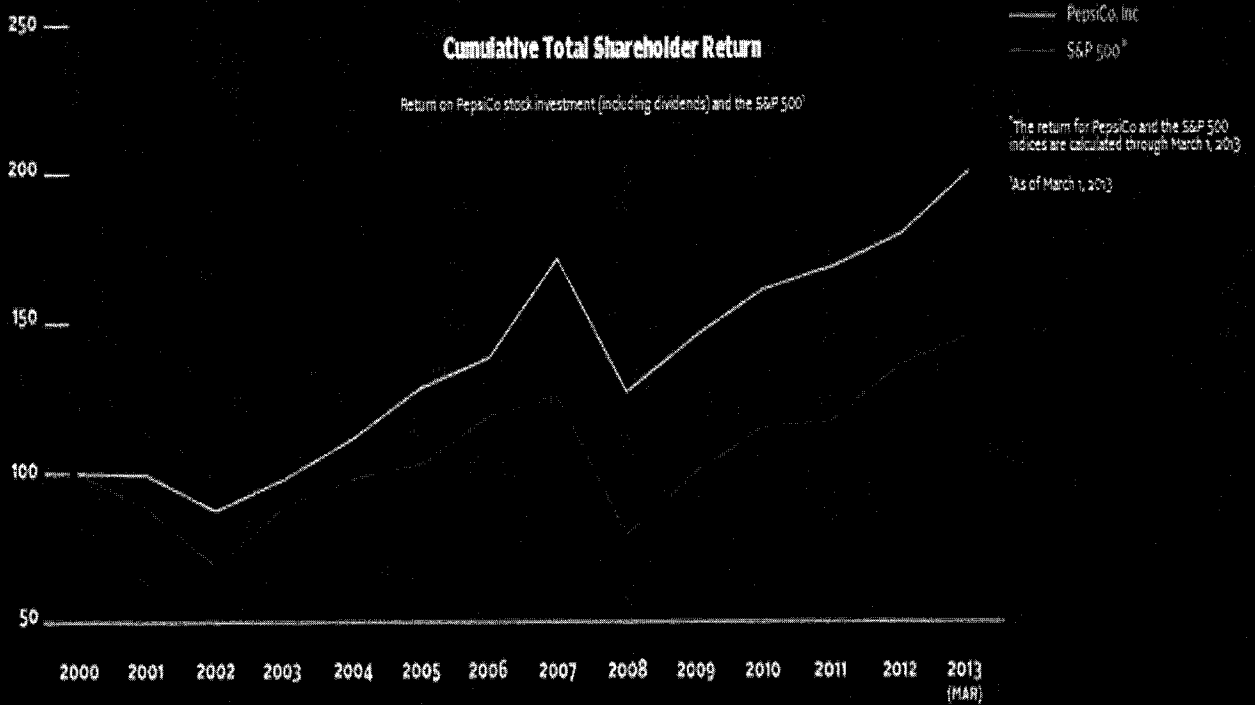
6  
7 **Forward Looking Statements**

8 This release may contain statements that predict or forecast future events or results, depend on future  
9 events for their accuracy or otherwise contain "forward-looking information." The words "estimates,"  
10 "expects," "contemplates," "anticipates," "projects," "plans," "intends," "believes," "forecasts," "may,"  
11 "should," and variations of such words or similar expressions are intended to identify forward-looking  
12 statements. These statements are made based on management's current expectations and beliefs  
13 concerning future events and various assumptions and are not guarantees of future performance. Actual  
14 results may differ materially as a result of various factors, some of which are beyond our control, including  
15 but not limited to: general economic and business conditions, deterioration of the credit and capital markets,  
16 industry trends, our substantial leverage and changes in our leverage, interest rate changes, changes in our  
17 ownership structure, competition, the loss of any of our major customers or suppliers, changes in demand  
18 for our products, changes in distribution channels or competitive conditions in the markets where we  
19 operate, costs of integrating acquisitions, the successful integration and achievement of estimated future  
20 cost savings related to the Birds Eye Foods acquisition, loss of our intellectual property rights, fluctuations  
21 in price and supply of raw materials, seasonality, our reliance on co-packers to meet our manufacturing  
22 needs, availability of qualified personnel, changes in the cost of compliance with laws and regulations,  
23 including environmental laws and regulations, and the other risks and uncertainties detailed in our Annual  
24 Report on Form 10-K for the year ended December 30, 2012 and subsequent reports filed with the  
25 Securities and Exchange Commission. There may be other factors that may cause our actual results to differ  
26 materially from the forward-looking statements. We assume no obligation to update the information  
27 contained in the presentation.  
28

**Exh.29**



# Financial Highlights



	12/00	12/01	12/02	12/03	12/04	12/05	12/06	12/07	12/08	12/09	12/10	12/11	12/12	3/13 <sup>1</sup>
PepsiCo, Inc.	\$100	\$99	\$87	\$98	\$111	\$128	\$139	\$172	\$127	\$146	\$161	\$169	\$180	\$201
S&P 500 <sup>®</sup>	\$100	\$88	\$69	\$88	\$98	\$103	\$113	\$126	\$79	\$100	\$115	\$118	\$136	\$146

**Exh.30**

# Financial Highlights

## PepsiCo, Inc and Subsidiaries

(in millions except per share data; all per share amounts assume dilution)

### Summary of Operations

	2012	2011	Chg <sup>(a)</sup>
Core net revenue <sup>(b)</sup>	\$65,492	\$65,856	-1%
Core division operating profit <sup>(c)</sup>	\$10,844	\$11,369	-4%
Core total operating profit <sup>(d)</sup>	\$9,082	\$10,368	-12%
Core net income attributable to PepsiCo <sup>(e)</sup>	\$6,454	\$7,035	-8%
Core net revenue <sup>(f)</sup>	\$4,100	\$4,400	-7%

### Other Data

Management operating cash flow, excluding certain items <sup>(g)</sup>	\$7,387	\$9,145	-20%
Net cash provided by operating activities	\$8,479	\$8,644	-1%
Capital spending	\$2,714	\$3,339	-19%
Common share repurchases	\$3,219	\$2,489	29%
Dividends paid	\$3,305	\$3,157	5%
Long-term debt	\$23,544	\$20,568	14%

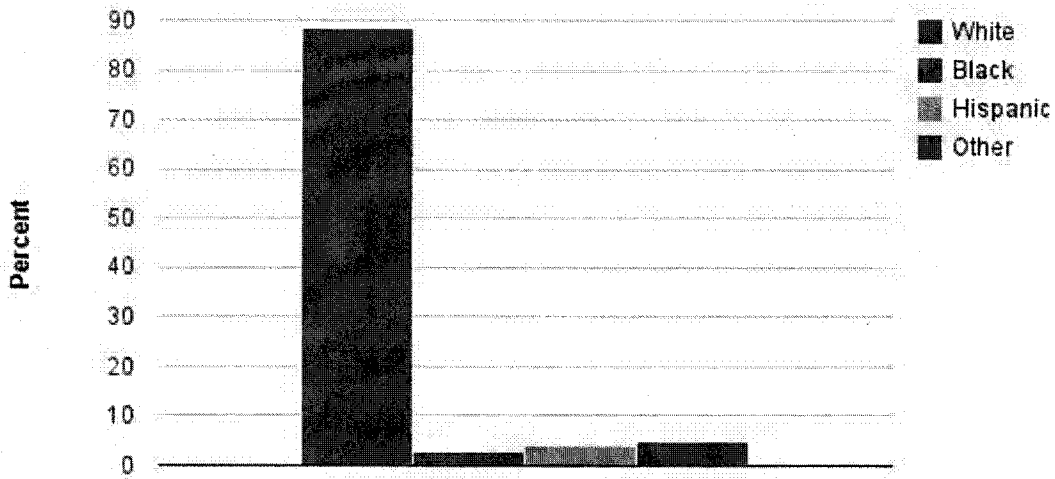
- a. Percentage changes are based on unrounded amounts.
- b. In 2011, excludes the impact of an extra reporting week. See page 106 "Reconciliation of GAAP and Non-GAAP Information" for a reconciliation to the most directly comparable financial measure in accordance with GAAP.
- c. Excludes corporate unallocated expenses, merger and integration charges and restructuring and impairment charges in both years. In 2012, also excludes restructuring and other charges related to the transaction with Tingyi. In 2011, also excludes certain inventory fair value adjustments in connection with our Wimm-Bill-Dann (WBD) and bottling acquisitions and the impact of an extra reporting week. See page 106 "Reconciliation of GAAP and Non-GAAP Information" for a reconciliation to the most directly comparable financial measure in accordance with GAAP.
- d. Excludes merger and integration charges, restructuring and impairment charges and the net mark-to-market impact of our commodity hedges in both years. In 2012, also excludes restructuring and other charges related to the transaction with Tingyi and a pension lump sum settlement charge. In 2011, also excludes certain inventory fair value adjustments in connection with our WBD and bottling acquisitions and the impact of an extra reporting week. See page 106 "Reconciliation of GAAP and Non-GAAP Information" for a reconciliation to the most directly comparable financial measure in accordance with GAAP.
- e. Excludes merger and integration charges, restructuring and impairment charges and the net mark-to-market impact of our commodity hedges in both years. In 2012, also excludes restructuring and other charges related to the transaction with Tingyi, a pension lump sum settlement charge and tax benefit related to tax court decision. In 2011, also excludes certain inventory fair value adjustments in connection with our WBD and bottling acquisitions and the impact of an extra reporting week. See pages 58 and 106 "Results of Operations - Consolidated Review" in Management's Discussion and Analysis and "Reconciliation of GAAP and Non-GAAP Information" for reconciliations to the most directly comparable financial measures in accordance with GAAP.
- f. Includes the impact of net capital spending, and excludes discretionary pension and retiree medical payments, merger and integration payments, restructuring payments and capital expenditures related to the integration of our bottlers in both years. In 2012, also includes capital expenditures related to the Productivity Plan and payments for restructuring and other charges related to the transaction with Tingyi. See also "Our Liquidity and Capital Resources" in Management's Discussion and Analysis. See page 107 "Reconciliation of GAAP and Non-GAAP Information" for a reconciliation to the most directly comparable financial measure in accordance with GAAP.

<http://www.pepsico.com/annual12/#financial-highlights>

# Exh.31

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2 [http://atlantablackstar.com/2014/06/22/10-shocking-graphs-prove-](http://atlantablackstar.com/2014/06/22/10-shocking-graphs-prove-black-people-made-little-progress-america/5/)  
3 [black-people-made-little-progress-america/5/](http://atlantablackstar.com/2014/06/22/10-shocking-graphs-prove-black-people-made-little-progress-america/5/)  
4

5 **Share of All Net Worth Held By Each Race (2010)**



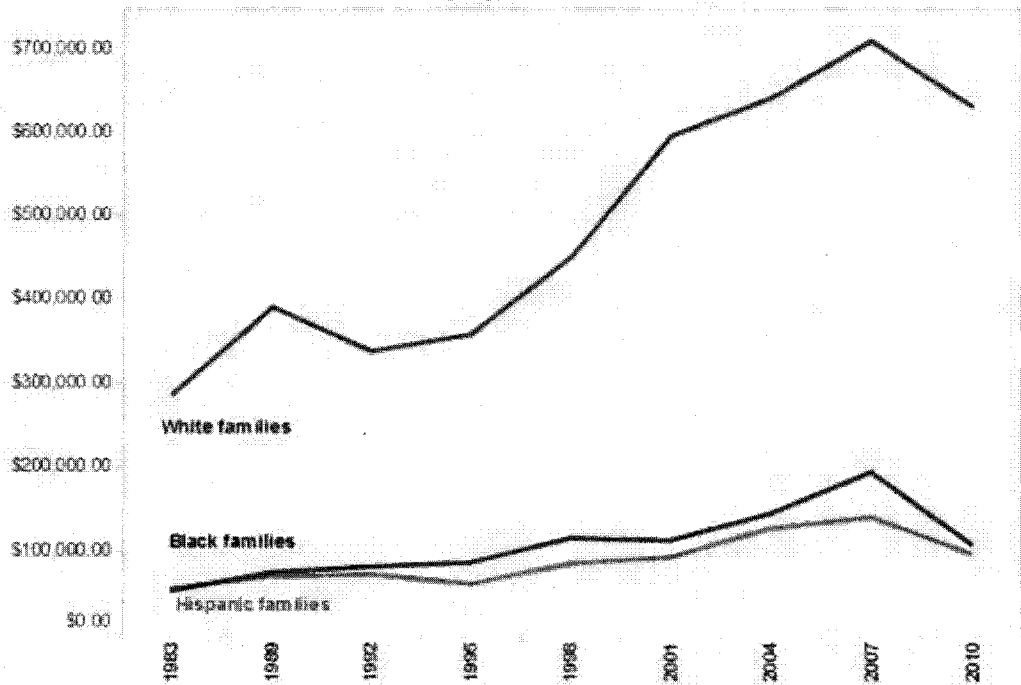
15 **Net Wealth by Race**

16 The above chart, which was created by Matt Bruenig of Demos using 2010 data, breaks down wealth in the U.S.  
17 by race. The chart indicates that while white Americans make up only 64 percent of the country's population, they  
18 possess more than 88 percent of its wealth.  
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**Exh.32**

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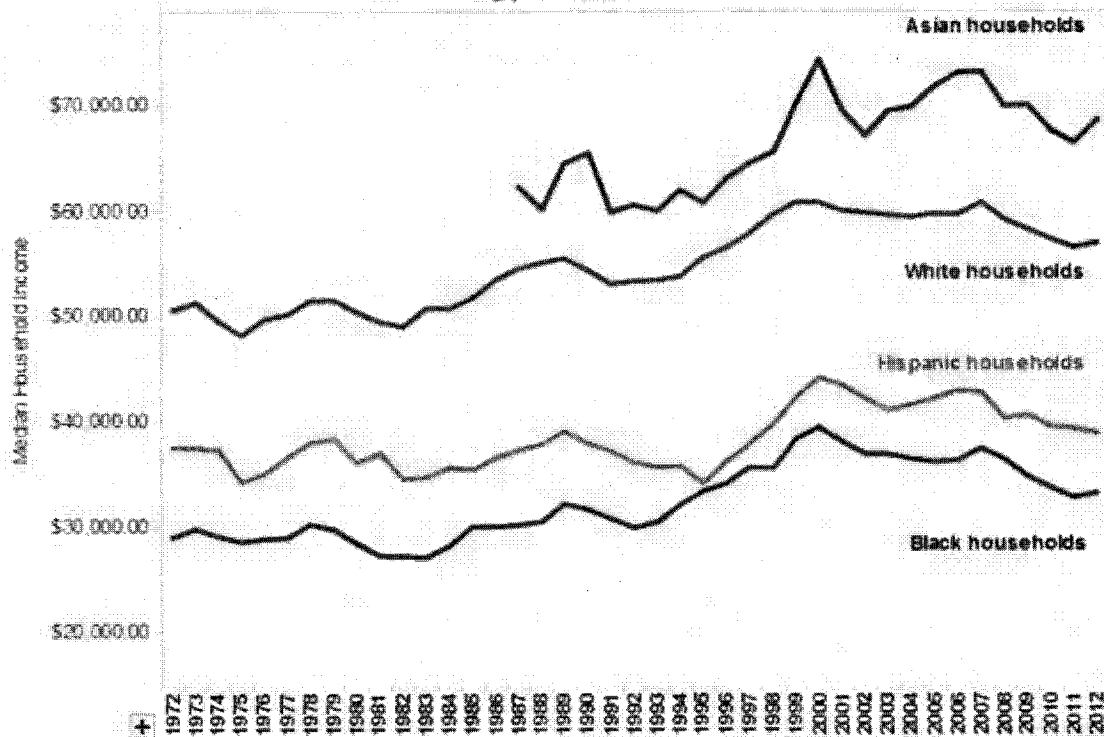
### AVERAGE FAMILY WEALTH, BY RACE 1983-2010



Figures from the Urban Institute. (Chart: John Light/Moyers & Company)

**Exh.33**

MEDIAN HOUSEHOLD INCOME, BY RACE  
1972-2012

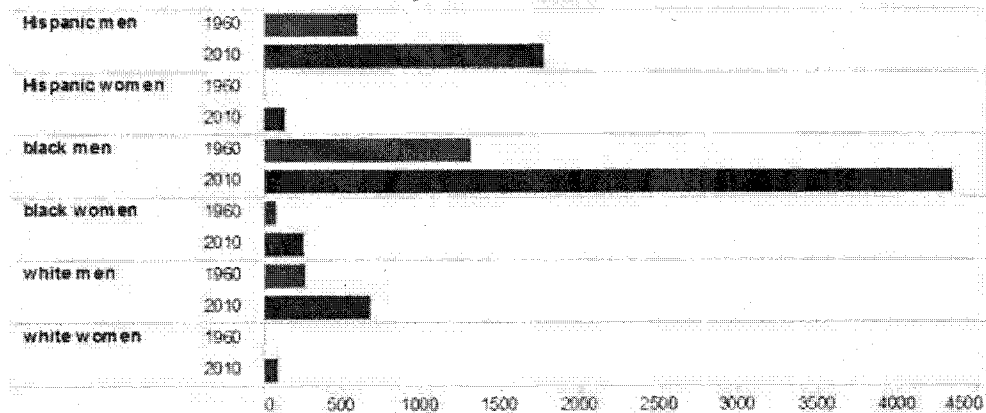


Figures from the US Census Bureau. (Chart: John Light/Moyers & Company)

Exh.34



**INCARCERATION RATES PER 100,000 US RESIDENTS, BY RACE**  
*1960 and 2010*



Figures from the Pew Research Center. (Chart: John Light/Moyers & Company)

**Median Household Income Gap**

For the last few decades, the large disparity between African-Americans' median household income and that of whites has mostly stayed the same. The comparatively low incomes of Black households are made worse by the fact that across all races, most Americans are making less today than they were in 2000.

**Family Wealth Gap**

Median household income is one way to measure a given demographic's economic well-being. However, the Urban Institute reports, the racial wealth gap is three times greater than the racial income gap. Wealth is a measure of all the money a family has, including assets — such as a house.

In 1983, for every dollar held by the average Black or Hispanic family, the average white family had five. Instead of shrinking, the gap has increased from the 1980s through today. Now white families lay claim to nearly six times as much as Black families.

**Exh.35**

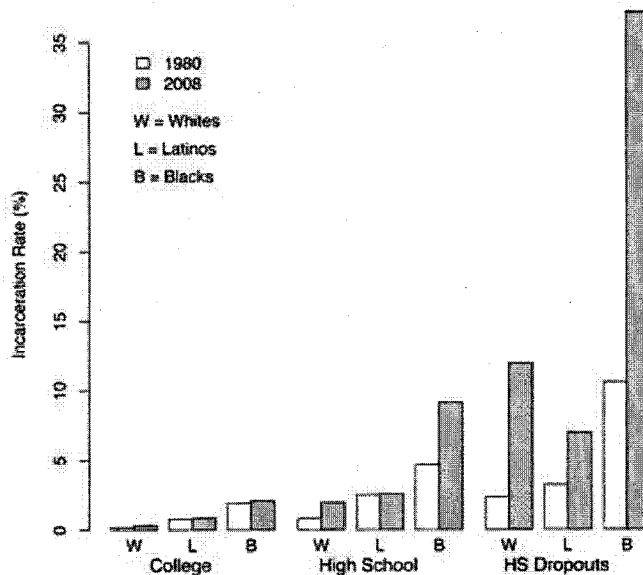
1 **Mass Incarceration of Black Males**

2 Although more Americans of all races are imprisoned today than 50 years ago, the increase has been more  
3 dramatic among African-American males.

4 For every one white man of 100,000 imprisoned in 1960, 2.6 are imprisoned today. For every one Black man out  
5 of 100,000 imprisoned in 1960, 3.3 are imprisoned today.

6 Although in 1960, there were still states maintaining “separate but equal” schools, disenfranchising African-  
7 Americans and barring interracial marriage, a larger share of the Black population is behind bars today.

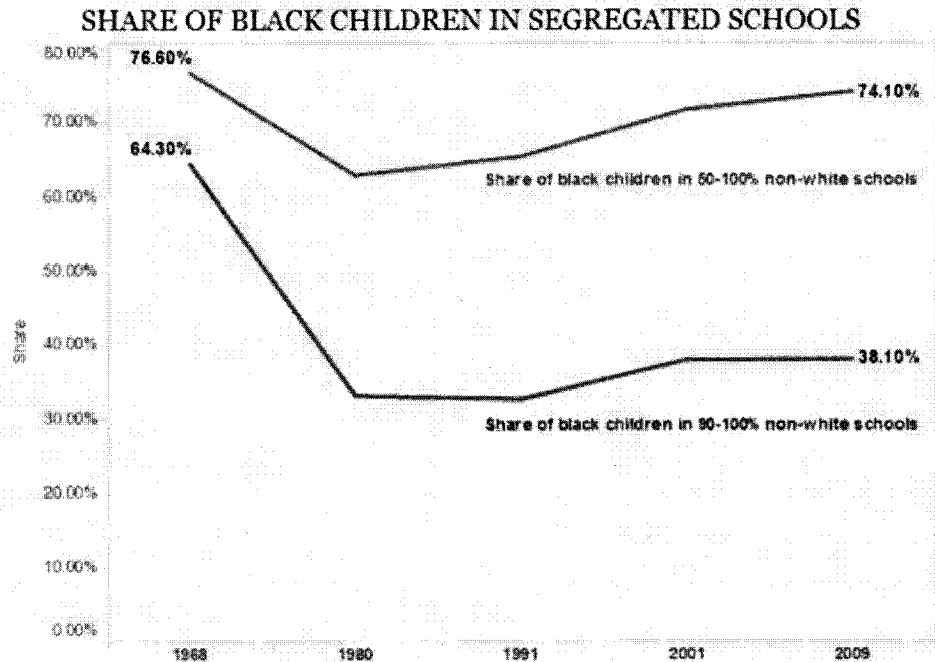
8 According to the Pew Research Center, for every white man imprisoned in 2010, 6.4 Black men were incarcerated.



20 Figure 1. Percentage of men aged 20 to 34 in prison or jail, by race/ethnicity and  
21 education, 1980 and 2008. Source: Becky Pettit, Bryan Sykes, and Bruce Western,  
22 “Technical Report on revised Population Estimates and NLSY79 Analysis Tables  
23 for the Pew Public Safety and Mobility Project,” (Harvard University, 2009).

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28 **Exh.36**

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3 The rise in incarceration has been especially prominent among young Black males who are also high school  
4 dropouts. As shown in the graph above, a staggering 37 percent of those who are both young Black males and  
5 high school dropouts are now in prison or jail — a rate that’s more than three times higher than what prevailed in  
6 1980.



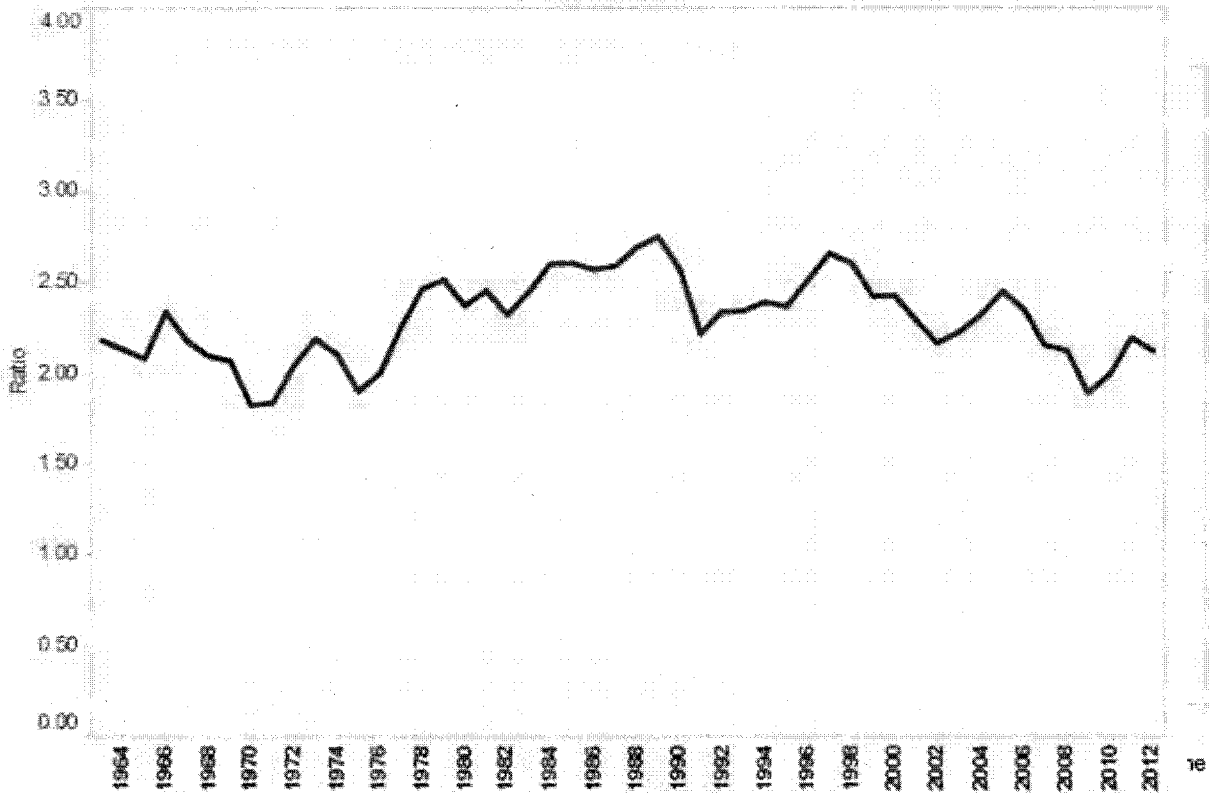
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18 Figures from Orfield Kucsera and Siegel-Hawley (2012), via the Economic Policy Institute. (Chart: John Light/Moyers & Company)

19  
20 It’s been 60 years since the Supreme Court ruled against the concept of “separate but equal” schools in *Brown v.*  
21 *Board of Education*, however, today, the majority of Black students still attend schools that are majority non-  
22 white.

23 Today, 74.1 percent of Black students attend majority non-white schools. This is little changed from the numbers  
24 in the 1960s (76.6 percent). Almost 40 percent of Black children attend schools that are more than 90 percent  
25 non-white.

26 **Exh.37**

## WHITE-TO-BLACK UNEMPLOYMENT RATIO 1964-2012



Figures from the Economic Policy Institute. (Chart: John Light/Moyers & Company)

Housing is another way segregation is implemented in America. Presently, it is not as overt as in the past, but its more subtle and modern forms still have a devastating impact on the wellbeing of the Black community. One way this occurs – depicted in the chart above – is that Latinos and African-Americans with good credit scores still receive high interest rate mortgages far more often than whites. These mortgages, which are purposed for risky borrowers, are harder to pay off, and are more likely to be foreclosed on. This phenomenon also helps explain why minorities were hit harder by the Great Recession, and illuminates the modern-day racism that maintains a gaping wealth disparity.

Another inequality that leads to disparity is the unemployment rate differences between Blacks and whites. Research by the Economic Policy Institute, a labor-focused think-tank, found that the unemployment rate among Black Americans has remained at least twice as high as that of white Americans for 50 years. Back in 1963, the unemployment rate was 5 percent for whites and 10.9 percent for Blacks – or 2.2 times as high for Blacks as for whites. That difference has changed very little up through today. As of 2012, the unemployment rate of Black job seekers was 2.1 times as high as for whites – 14 percent for African-Americans, 6.6 percent for whites.

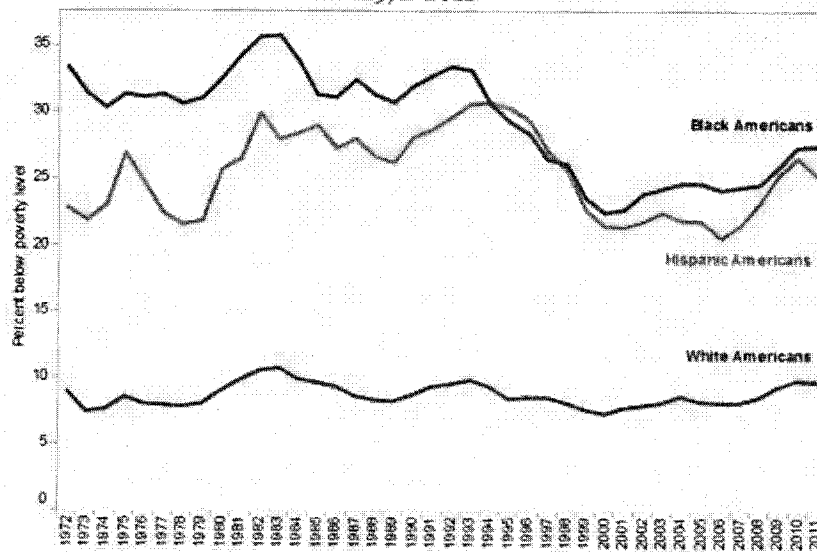
# Exh.38

# 10 Shocking Graphs That Prove Black People Have Made Little Progress in America

June 22, 2014 | Posted by [A Moore](#)

Tagged With: [Black unemployment](#), [income disparity in america](#), [income gap in america](#), [racial inequality in america](#)

PERCENTAGE OF AMERICANS IN POVERTY, BY RACE  
1972-2011



Figures from the US Census Bureau. (Chart credit: John Light/Moyers & Company.)

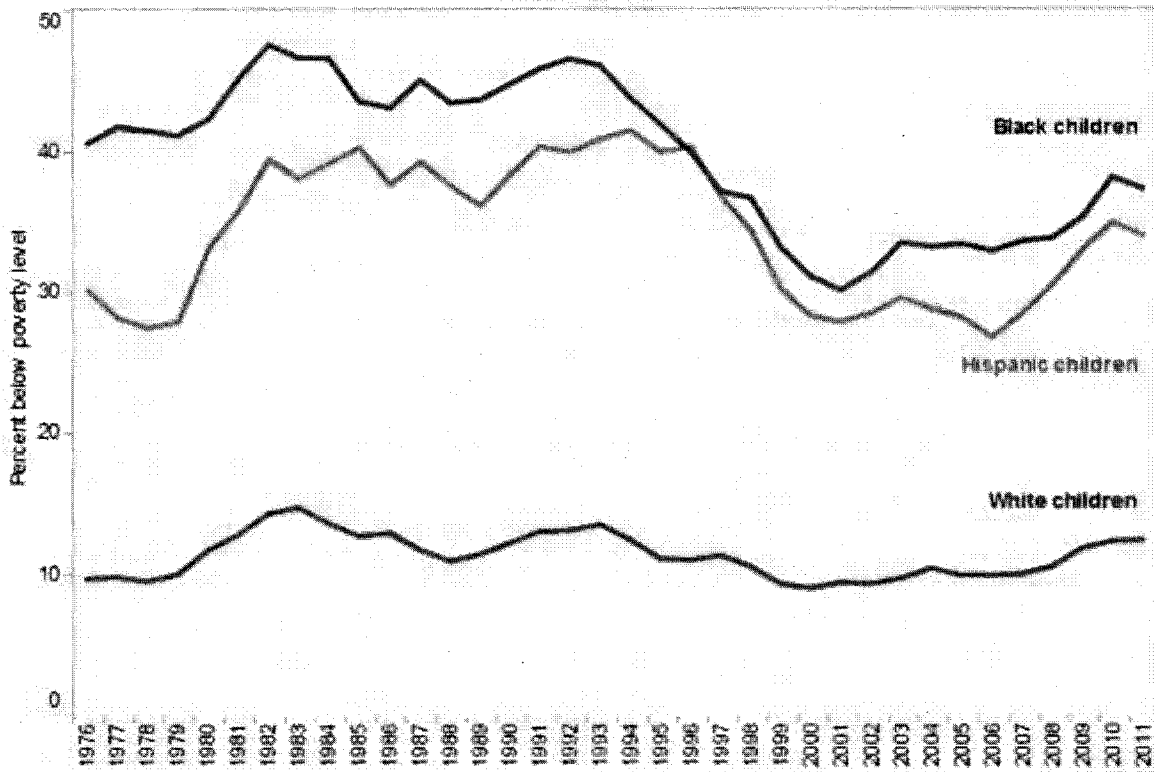
The race-based economic inequities that exist in America place a far greater proportion of Black and Hispanic people below the poverty line than whites. Today, about one in 10 white Americans lives in poverty compared to roughly one in four Hispanic-Americans and African-Americans.

The Great Recession hit Black people particularly hard, with poverty rising from 24.2 percent to 27.5 percent among African-Americans between 2006 and 2011.

**Exh.39**

# PERCENTAGE OF CHILDREN IN POVERTY, BY RACE

1976-2011



Figures from the US Census Bureau. (Chart: John Light/Moyers & Company)

Racial poverty figures are even more stark in an examination of child poverty. Children of all races are more likely to live in poverty than adults. But for America's racial minorities, the statistics are disturbing.

In 2011, a family of three was living in "poverty" if their income was less than \$18,530 a year. About 37.4 percent of Black children and 34.1 percent of Latino children lived in families with incomes below that amount.

That same year, 12.5 percent of white children were considered living in poverty.

**Exh.40**

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature <i>James Johnson</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee
1. Article Addressed to:  <i>Dean Pando Jenner &amp; Block 353 N. Clark St Chicago IL 60654</i>	B. Received by (Printed Name)  C. Date of Delivery <i>10-24-11</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below. <input type="checkbox"/> No
	3. Service Type <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

**Exh.41**

## CERTIFICATE OF SERVICE

FOR THE COUNTY OF ]  
 RAMSEY IN THE ]ss.  
 STATE OF MINNESOTA ]

Case No.: \_\_\_\_\_

I, D.W.Hunter, HEREBY certify that I am over the age of 18 years old, and located at 1275 Lincoln Ave Unit 1, St. Paul, Minnesota 55105. I certify that I have placed a prepaid postage, true and complete original to the court and copies to the party(is) of record at the U.S. Postal Office located at Post Office on the date of Jul 3, 2014, for this action of the following:

**CIVIL COMPLAINT + AFFIDAVIT OF LARNELL EVANS SR. + MOTION FOR RULE 11  
 SANCTIONS EXHIBITS  
 + Exhs. 1 through 4**

<p style="text-align: center;"><b>c/o PepsiCo, Inc.</b>          700 Anderson Hill Road Purchase,          N.Y. NY 10577 ;          555 West Monroe Street,          Chicago, IL 60661,          (Ph): (914) 253-2000,          Fax Number: (914) 253-2070.  <b>c/o CT Corporation System,</b>          111 Eighth Ave.          N.Y., N.Y. 10011</p>	<p style="text-align: center;">c/o Agent: C T Corporation System          Pinnacle Foods Group, LLC,          208 SO. LaSalle St,          Ste # 814          Chicago, IL 60604,          and a Principal place of business 99          Jefferson Road, Parsippany, NJ 07054.</p>
<p style="text-align: center;">The Quaker Oats Company          555 W Monroe St. Fl. #1          Chicago, Illinois 60661-3716  <b>c/o CT Corporation System</b>          208 So. LaSalle St.          Suite 814          Chicago, IL 60604</p>	<p style="text-align: center;"><b>c/o Clerk</b>          United States District Court          Northern District of Illinois          Everett McKinley Dirksen          United States Courthouse          219 South Dearborn Street          Chicago, IL 60604</p>
<p style="text-align: center;"><b>c/o Agent: C T Corporation System</b>          The Hillshire Brands Company,          208 So. LaSalle St, Ste# 814          Chicago, IL 60604,  <b>c/o Secretary: Kent B. Magill</b>          400 S Jefferson St.          Chicago, IL 60607.</p>	

I declare under the penalty of perjury under the laws of the State of Minnesota and/or N. Carolina that the above is true and correct.

Date: 08/01/14

Respectfully Submitted,

*D. W. Hunter*



1 Larnell Evans Sr.  
2 2614 N. Market Street  
3 Apt #1  
4 Jacksonville FL 32206

5 *In Propria Persona*

6 UNITED STATES DISTRICT COURT  
7 NORTH DISTRICT OF ILLINOIS

7 D.W.HUNTER., an  
8 Individual, LARNELL EVANS  
9 JR., an Individual FOR  
10 THE ESTATE OF ANNA SHORT  
11 HARRINGTON, an Individual  
12 ("AUNT JEMIMA")  
13 PLAINTIFFS'

Case  
No. \_\_\_\_\_

**AFFIDAVIT OF  
LARNELL EVANS SR.**

12 vs.

13 PEPSICO Inc., a  
14 Corporations, THE QUAKER  
15 OATS COMPANY, a  
16 Corporation, PINNACLE  
17 FOODS GROUP, LLC, THE  
18 HILLSHIRE BRANDS COMPANY,  
19 a Corporation, and DOES 1  
20 through 25, inclusive,  
21 DEFENDANTS.

22 **IN AND FOR THE COUNTY )**  
23 **OF DUAL IN THE DUVAL ) ss.**  
24 **STATE OF FLORIDA )**

25 I, Larnell Evans. Sr., hereby depose and say's:

26 1. I am the Great Grandson born in the house of Anna  
Short Harrington, a.k.a. (Aunt Jemima 1935-1955) that is  
listed on the death certificate. (Exhs. 1,2,3,4,5,6,7, 8, 9)

Exh. 42

1           2. When I was a little boy, the first time I learned  
2 about horses was when the Buffalo Soldiers Calvary road on  
3 horseback from down South into Syracuse; in order, to savor  
4 the taste of the best pancakes in the world prepared by my  
5 Great Grandmother Anna S. Harrington, a.k.a. Aunt Jemima.

6           3. After my Great Grandmother passed away, then the  
7 torch was passed to Aunt Deloris Hoffman who also was  
8 portrayed as Aunt Jemima in the Syracuse region. My Aunt  
9 Deloris passed away at the early age of 40. (Exhs. 10, 11,  
10 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31  
42)

11           4. Prior to PepsiCo and Quaker Oats Executives  
12 changing the image on the latest box, Executives contacted  
13 my Grandmother Olivia Hunter, and entered into discussions  
14 with Aunt Liz, and my mother Wizzie; where thereafter, the  
15 Defendants sent a photo opt team to my Grandmother Olivia's  
16 house to snap a picture of her likeness.

17           5. I informed my cousin D. W. Hunter in March that  
18 Quaker Oats and/or PepsiCo Executives acquired a picture of  
19 our Grandmother Olivia Hunter. Thereafter, my cousin D.W.  
20 Hunter began to investigate Quaker Oats and PepsiCo at the  
USPTO.



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25           Reg. No. 1697862

26           Grandma Olivia Hunter

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I declare under the "penalty of perjury" in the State of Minnesota that all of the above herein are true and correct to the best of my knowledge and belief and if called to testify to the same, I could and would testify accordingly.

DATED this 8th day of July 2014

Submitted,



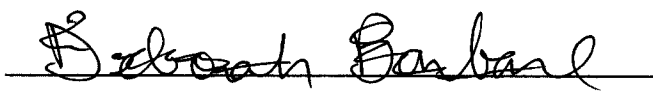
Larnell Evans Sr.

STATE OF Florida )

) : ss

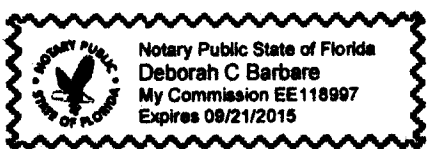
COUNTY OF Duval )

On the 8th day of Affidavit, July 2014, personally appeared before me Larnell Evans Sr., the signer of the foregoing Affidavit, who duly acknowledged that he executed the same.



Notary Public

My Commission Expires: 9-21-15



CERTIFICATE OF SERVICE

FOR THE COUNTY OF ]  
RAMSEY IN THE ]ss.  
STATE OF MINNESOTA ]

Case No.: \_\_\_\_\_

I, D.W. Hunter, HEREBY certify that I am over the age of 18 years old, and located at 1275 Lincoln Ave. Ste#1, St. Paul, MN 55105. I certify that I have placed a prepaid postage, true and complete original to the court and copies to the party(is) of record at the U.S. Postal Office located at Post Office St. Paul MN. on the date of July 3, 2014, for this action of the following:

AFFIDAVIT OF LARNELL EVANS SR + Exhs. 1 thru 42)

<p><b>c/o PepsiCo, Inc.</b> 700 Anderson Hill Road Purchase, N.Y. NY 10577 ; 555 West Monroe Street, Chicago, IL 60661, (Ph): (914) 253-2000, Fax Number: (914) 253-2070. <b>c/o CT Corporation System,</b> 111 Eighth Ave. N.Y., N.Y. 10011</p>	<p>c/o Agent: C T Corporation System Pinnacle Foods Group, LLC, 208 SO. LaSalle St, Ste # 814 Chicago, IL 60604, and a Principal place of business 99 Jefferson Road, Parsippany, NJ 07054.</p>
<p>The Quaker Oats Company 555 W Monroe St. Fl. #1 Chicago, Illinois 60661-3716 <b>c/o CT Corporation System</b> 208 So. LaSalle St. Suite 814 Chicago, IL 60604</p>	<p>c/o Clerk United States District Court Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604</p>
<p><b>c/o Agent: C T Corporation System</b> The Hillshire Brands Company, 208 So. LaSalle St, Ste# 814 Chicago, IL 60604, <b>c/o Secretary: Kent B. Magill</b> 400 S Jefferson St. Chicago, IL 60607.</p>	

I declare under the penalty of perjury under the laws of the State of Minnesota that the above is true and correct.

Date: 08/ / /14

Respectfully Submitted,

D. W. Hunter