

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

ANNA TEASLEY GERVAIT,

Plaintiff,

v.

THE COCA-COLA COMPANY, *et al.*,

Defendants.

CIVIL ACTION NO.  
1:25-cv-02738-TRJ

**ORDER**

On July 29, 2025, Defendants The Coca-Cola Company and The Coca-Cola Benefits Committee filed a motion to dismiss Plaintiff Anna Teasley Gervait's complaint. (Doc. 8). Upon review and consideration, and with the benefit of oral argument, Defendants' motion is **DENIED**.

**BACKGROUND**

Plaintiff Anna Teasley Gervait was married to Harry E. Teasley, Jr., a retired executive of Defendant The Coca-Cola Company ("Coca-Cola"), when Mr. Teasley passed away in 2023. (Doc. 1 at ¶ 1). Mr. Teasley was receiving retirement benefits from The Coca-Cola Company Key Executive Retirement Plan (the "Executive Plan") and the Employee Retirement Plan of the Coca-Cola Company (the "Qualified Pension Plan") at the time of his death. (*Id.* at ¶¶ 1, 13). Because the Executive Plan is a "top hat" plan,<sup>1</sup> the benefits are paid by Coca-Cola. (*Id.* at ¶ 14). Under Section

---

<sup>1</sup> See *Holloman v. Mail-Well Corp.*, 443 F.3d 832, 837 (11th Cir. 2006) ("A top hat plan is 'a plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees[.]").

4.4 of the Executive Plan, “the surviving spouse of a retired Participant who is receiving a benefit from the Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment and who dies while receiving . . . a benefit under Section 4.1 or 4.2 of this article, shall be eligible for a surviving spouse benefit under this Plan.” (*Id.* at ¶¶ 1, 15; Doc. 1-1 at 14, § 4.4(a)<sup>2</sup>).

Mr. Teasley elected to receive benefits under the Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment. (Doc. 1 at ¶ 16). A 1996 memorandum issued by Defendant The Coca-Cola Benefits Committee (the “Committee”) acknowledged that Mr. Teasley was entitled to \$29,580.19 per month for life under the Executive Plan “with a 100% survivor benefit for his spouse.” (*Id.* at ¶ 17; *see also* Doc. 1-4). In 1996, when he retired and began receiving benefits under the Executive Plan and the Qualified Pension Plan, Mr. Teasley was married to Linda Teasley. (Doc. 1 at ¶ 19). Linda Teasley passed away in 2008. (*Id.* at ¶ 20).

In February 2011, Mr. Teasley was engaged to Plaintiff. (*Id.* at ¶ 21). Mr. Teasley asked Julie Bellem, Coca-Cola’s GBS HR Operations Executive Services Manager, whether Plaintiff would be able to receive the 100% spousal benefits in the event of his death. (Doc. 1 at ¶¶ 3, 22). Ms. Bellem responded through email that, if

---

<sup>2</sup> The Court may consider both the Executive Plan and the Qualified Pension Plan (attached to Defendants’ motion to dismiss) because their authenticity is not disputed, and they are central to Plaintiff’s claims. *See Day v. Taylor*, 400 F.3d 1272, 1276 (11th Cir. 2005); *Chiappa v. Cumulus Media, Inc.*, No. 1:20-cv-00847-TWT, 2020 WL 7401745, at \*2 (N.D. Ga. Dec. 17, 2020) (“Courts may consider the terms of Plan documents when ruling on a Motion to Dismiss when they are central to the pleadings and undisputed in the sense that the authenticity of the document is not challenged.”). The other exhibits attached to the complaint may also be considered for the same reasons. *Day*, 400 F.3d at 1276; (Docs. 1-2–1-5).

Mr. Teasley were to pass away, Plaintiff would be his “spouse at death” and “entitled to 100% of the benefit under the Key [Executive] Plan.” (*Id.* at ¶¶ 3, 23–24; Doc. 1-2 at 2). Ms. Bellem also clarified that Plaintiff would not receive a benefit under the Qualified Pension Plan because the “designated beneficiary on the Benefit Commencement Date is the only beneficiary,” and that individual was listed as Mr. Teasley’s late wife, Linda Teasley. (Doc. 1 at ¶ 25). Plaintiff and Mr. Teasley relied on Ms. Bellem’s assurance when planning financially for the future and negotiating a prenuptial agreement. (Doc. 1 at ¶¶ 3, 26).

After Plaintiff and Mr. Teasley married on October 22, 2011, Mr. Teasley again reached out to Ms. Bellem about whether Plaintiff would be able to receive the benefits under the Executive Plan. (*Id.* at ¶¶ 4, 27–28; Doc. 1-3 at 4–5). Ms. Bellem collected additional information about Plaintiff, and on December 20, 2011, when asked by Mr. Teasley to “confirm[ ] that [his] wife, [Plaintiff], is covered by key retirement plan,” Ms. Bellem “confirm[ed] that Merrill Lynch has processed this request” and that “[Plaintiff’s] information is in the system.” (Doc. 1 at ¶ 29; Doc. 1-3 at 2).

Mr. Teasley passed away on October 9, 2023. (Doc. 1 at ¶ 30). On October 18, 2023, Plaintiff sent a letter to Coca-Cola providing documentation of Mr. Teasley’s death. (*Id.* at ¶ 31). On November 6, 2023, Plaintiff contacted a Coca-Cola human resources customer care specialist named Maria F. Peña, and two days later, Ms. Peña orally confirmed that Plaintiff would soon receive the Executive Plan benefits. (*Id.* at ¶ 32). Soon thereafter, Plaintiff reached back out because she had not yet received the benefits. (*Id.* at ¶ 34). A different human resources customer care specialist reached out and stated, without elaborating, that Plaintiff was not entitled

to benefits under the Executive Plan. (*Id.*) The customer care specialist stated: “[Mr. Teasley] had already commenced benefits (1/1/2008) and elected a beneficiary for benefit. Mr. Teasley’s beneficiary for his [Executive Plan] was a first wife who predeceased him.” (*Id.*; Doc. 1-5 at 2). Plaintiff requested additional information about the denial of benefits and copies of Coca-Cola records considered in reaching its decision. (Doc. 1 at ¶ 35). Coca-Cola responded and again denied Plaintiff the benefits, confirming that it considered both the Executive Plan and the January 1, 2020 version of the Qualified Pension Plan to make its determination. (*Id.* at ¶ 36). Plaintiff appealed the decision to the Committee in June 2024, and in September 2024, the Committee issued its final decision denying Plaintiff benefits under the Executive Plan. (*Id.* at ¶¶ 37–38). The Committee’s decision indicated that prior representations in 2011 about the Executive Plan were “incorrect.” (*Id.* at ¶ 38).

On May 16, 2025, Plaintiff sued Coca-Cola and the Committee, asserting a claim for benefits under the terms of the Executive Plan pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”) § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), or, in the alternative, benefits based upon equitable estoppel. (Doc. 1 at ¶¶ 39–54). On July 29, 2025, Defendants moved to dismiss the complaint for failure to state a claim. (Doc. 8). On January 21, 2026, the Court heard oral arguments from the parties. (Doc. 23).

#### LEGAL STANDARD

Under Federal Rule of Civil Procedure 12(b)(6), a complaint should be dismissed only where it appears that the facts alleged fail to state a “plausible” claim for relief. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); FED. R. CIV. P. 12(b)(6). “A claim has facial

plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. Thus, a claim will survive a motion to dismiss if the factual allegations in the pleading are “enough to raise a right to relief above the speculative level.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). Moreover, at the motion to dismiss stage, “all well pleaded facts are accepted as true, and the reasonable inferences therefrom are construed in the light most favorable to the plaintiff.” *FindWhat Inv’r Grp. v. FindWhat.com*, 658 F.3d 1282, 1296 (11th Cir. 2011) (citation omitted). Courts are not required, however, to accept as true legal conclusions “couched” as factual allegations. *Twombly*, 550 U.S. at 555 (citation omitted).

#### DISCUSSION

“Under § 1132 of ERISA, a plan participant or beneficiary may bring a civil action ‘to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.’” *Alexandra H. v. Oxford Health Ins. Inc. Freedom Access Plan*, 833 F.3d 1299, 1306 (11th Cir. 2016) (citing 29 U.S.C. § 1132(a)(1)(B)). “Breach of contract principles, applied as a matter of federal common law, govern disputes arising out of ‘top hat’ plan documents, and top hat plans should be interpreted in keeping with the principles that govern unilateral contracts.” *Hoak v. Plan Adm’r of Plans of NCR Corp.*, 389 F. Supp. 3d 1234, 1276 (N.D. Ga. 2019) (citation omitted). In interpreting the plan, “[t]he rules of construction require the court to consider the policy as a whole, to give effect to each provision, and to interpret each provision to harmonize with each other.” *Bank of Camilla v. St. Paul Mercury Ins. Co.*, 939 F. Supp. 2d 1299,

1307 (M.D. Ga. 2013) (citing *ALEA London Ltd. v. Woodcock*, 286 Ga. App. 572 (2007)).<sup>3</sup> The Court “first look[s] to the plain and ordinary meaning of the policy terms to interpret the contract.” *Alexandra H.*, 833 F.3d at 1307.

If the “plan documents unambiguously address the substantive rights of the parties at issue, the plan language controls.” *Holloman*, 443 F.3d at 839 (quoting *Meadows ex rel. Meadows v. Cagle’s, Inc.*, 954 F.2d 686, 691 (11th Cir. 1992)). But if a term is “susceptible to two or more reasonable interpretations that can be fairly made,” then the term is ambiguous. *Alexandra H.*, 833 F.3d at 1307 (citations omitted). Once a term is determined to be “ambiguous, the rule of *contra proferentem* requires [the Court] to construe any ambiguities against the drafter.”<sup>4</sup> *Id.* (citing *Billings v. UNUM Life Ins. Co. of Am.*, 459 F.3d 1088, 1095 (11th Cir. 2006); *Jones v. Am. Gen. Life & Accident Ins. Co.*, 370 F.3d 1065, 1070 (11th Cir. 2004)). “Strictly construing ambiguous terms presents ERISA providers with a clear alternative: draft plans that reasonable people can understand or pay for ambiguity.” *Johnson v. Am.*

---

<sup>3</sup> The Executive Plan contains a Georgia choice of law provision. (See Doc. 1-1 at 24, § 7.6).

<sup>4</sup> Defendants argue that *contra proferentem* does not apply in the ERISA context, citing to cases like *White v. Coca-Cola Co.*, 542 F.3d 848 (11th Cir. 2008). Though *White* precludes application of *contra proferentem* after the Court determines a plan administrator’s decision was “wrong,” it notes that *contra proferentem* is applied at the first step of the Court’s heightened arbitrary and capricious analysis. *White*, 542 F.2d at 857 (“We have rejected *contra proferentem* in ERISA appeals, except during the first step of the *Williams* analysis”); see also *Crowder v. Delta Air Lines, Inc.*, 963 F.3d 1197 (11th Cir. 2020) (explaining that *contra proferentem* applies when determining whether a plaintiff has stated a claim that a plan administrator’s decision was “wrong”).

*United Life Ins. Co.*, 716 F.3d 813, 822 (4th Cir. 2013) (quoting *Rasenack ex rel. Tribolet v. AIG Life Ins. Co.*, 585 F.3d 1311, 1320 (10th Cir. 2009)).

**A. The meaning of “surviving spouse” is ambiguous under the Executive Plan.**

The Executive Plan does not define “surviving spouse.” Instead, Section 4.4. of the Executive Plan provides:

The surviving spouse of a retired Participant who is receiving a benefit from the Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment and who dies while receiving, or while entitled to in the future receive, a benefit under Section 4.1 or 4.2 of this article, shall be eligible for a surviving spouse benefit under this Plan.

(Doc. 1-1 at 14). It is undisputed at this stage that Mr. Teasley was a “retired Participant” who died while receiving Section 4.1 or 4.2 benefits “from the Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment.” Under Section 4.4, his “surviving spouse” is entitled to the benefits that he received under the Executive Plan while alive.

Reviewing the Executive Plan in its entirety, because the term “surviving spouse” is “susceptible to two or more reasonable interpretations that can be fairly made,” and it is unclear what the intent of the drafters was in using such a phrase, the term is ambiguous. *Alexandra H.*, 833 F.3d at 1307 (citations omitted); *Bank of Camilla*, 939 F. Supp. 2d at 1307 (“‘Ambiguity exists where the words used in the contract leave the intent of the parties in question,’ that is, the parties’ intent ‘is uncertain, unclear or is open to various interpretations.’” (quoting *Gen. Steel, Inc. v. Dela Bldg. Sys., Inc.*, 297 Ga. App. 136 (2009))). Both parties present a reasonable interpretation of the term.

Plaintiff's interpretation of "surviving spouse" is a reasonable, plain reading of the term "surviving spouse." A "surviving spouse," according to Black's Law Dictionary, is "one's husband or wife by lawful marriage . . . who outlives the other spouse." (*See* Doc. 17 at 12 (citing Black's Law Dictionary, Spouse (11th ed. 2019))). The Executive Plan does not define "surviving spouse," and where the Executive Plan intended to include definitions from the Qualified Pension Plan, it expressly did so. (*See* Doc. 1-1 at 8–10; Doc. 17 at 16). The Executive Plan also capitalized terms which it defined, and no such capitalization was provided for the term "surviving spouse." (*See* Doc. 1-1 at 8–10). Thus, under her own definition, Plaintiff would qualify as the "surviving spouse." Although Plaintiff argues that the Court should stop its analysis here at what she describes as the "plain and ordinary meaning" of the term, the Court must examine the Executive Plan as a whole in determining whether the term is ambiguous. *Rosen v. Protective Life Ins. Co.*, 817 F. Supp. 2d 1357, 1370 (N.D. Ga. 2011)); (Doc. 17 at 13).

In light of the entire plan, Defendants also present a reasonable interpretation of "surviving spouse." Specifically, Defendants point the Court to Section 4.6 of the Executive Plan and the terms of the Qualified Pension Plan. Defendants argue that "surviving spouse" is given the same definition that it is given in the Qualified Pension Plan—a person who was married to the plan participant in a legally recognized marriage ceremony and who was married to the plan participant on the participant's benefit commencement date. (Doc. 8-2 at 34–35). Under Defendants' interpretation, "surviving spouse" only applies to Linda Teasley, Mr. Teasley's first wife who passed away prior to his death and who was listed as the beneficiary of Mr.

Teasley's benefits under the Qualified Pension Plan.

Section 4.6 of the Executive Plan deals solely with a "change in control" of company management and lists guidelines for the new management to determine the lump sum benefit it would need to pay to an employee under the Executive Plan if the employee was terminated. (Doc. 1-1 at 16–18). The related benefit paid to the "surviving spouse" of the terminated employee may be calculated by using certain "factors and assumptions," and assuming that the terminated employee is still married to the "surviving spouse" at the time of his death, the "surviving spouse" outlives him and receives a benefit from the Qualified Pension Plan, and the "surviving spouse" never remarries. (*Id.*)

Section 4.6 is not conclusive of the definition of "surviving spouse" for several reasons. First, this section applies specifically to a change in control of company leadership and termination of a plan participant, which is inapplicable here. Second, Section 4.6 does not define "surviving spouse"; it provides only parameters to assist new management in deciding the appropriate lump sum to pay the terminated employee or his "surviving spouse." And, Section 4.6 setting out parameters in the event of a change in control only further adds to the ambiguity of who qualifies as a "surviving spouse" under Section 4.4—if it were clear what "surviving spouse" meant in Section 4.4, then the details outlined in Section 4.6 are mere surplusage. *See Ace Am. Ins. Co. v. Wattles Co.*, 930 F.3d 1240, 1253–54 (11th Cir. 2019) (contract interpretation requires the court to seek a construction that "will give effect to each provision, attempt to harmonize the provisions with each other, and not render any of the policy provisions meaningless or mere surplusage."). At this stage of the

proceedings, a fair reading of Section 4.6 only confirms that the meaning of “surviving spouse” is ambiguous.

The Qualified Pension Plan is helpful but not dispositive. The Qualified Pension Plan defines “surviving spouse” as “a person who . . . was married to a participant in a religious or civil ceremony recognized under the laws of the state where the marriage was contracted; and . . . was married to the Participant on the Participant’s Benefit Commencement Date[.]” (Doc. 8-2 at 34–35).<sup>5</sup> Under the Qualified Pension Plan, the death of the surviving spouse is immaterial, and Plaintiff would not qualify as a surviving spouse. (*Id.*) Defendants argue that because the Executive Plan is a “top hat” plan, supplementing the benefits of the Qualified Pension Plan, it is plausible that this was the intended definition of “surviving spouse.” (Doc. 1-1 at 9; Doc. 1-4 at 2; Doc. 8-1 at 17). Defendants also argue that Plaintiff’s definition would conflict with how the benefits that Mr. Teasley received were calculated in the first instance. (*See* Doc. 18 at 14). Specifically, Linda Teasley’s age and life expectancy were part of the equation used to calculate Mr. Teasley’s benefits, and allowing a different spouse to partake in such benefits, would “disregard the practical realities” that led to the calculation of the specific amount and that govern these types of calculations in the first place. (*Id.* at 14–16). Although this argument is not conclusive as to how the term should be interpreted, it is a reasonable interpretation that, again, points to ambiguity.

---

<sup>5</sup> The Court may consider extrinsic evidence when interpreting an ambiguous term. *Rosen*, 817 F. Supp. 2d at 1370 (“Extrinsic parol evidence as to the surrounding circumstances may only be used to aid in the construction of ambiguous language[.]”).

Thus, because the term “surviving spouse” in the Executive Plan is ambiguous, Plaintiff has plausibly stated a claim for benefits under the Executive Plan, and dismissal at this stage is not warranted.

**B. Plaintiff has stated an equitable estoppel claim.**

“In addition to the remedies explicitly authorized in Section 502(a)(1)(B), which are akin to common law breach of contract causes of action, [the Eleventh Circuit] has recognized a very narrow common law doctrine under Section 502(a)(1)(B) for equitable estoppel[.]” *Jones*, 370 F.3d at 1069 (citation omitted). A claim for equitable estoppel “is available where the plaintiff can show that (1) the relevant provisions of the plan at issue are ambiguous, and (2) the plan provider or administrator has made representations to the plaintiff that constitute an informal interpretation of the ambiguity.” *Id.* A plaintiff must also show detrimental reliance upon the provider or administrator’s representations. *Goist v. Coca-Cola Co.*, No. 1:10-cv-01576-MHS, 2010 WL 11597138, at \*6 (N.D. Ga. Oct. 5, 2010) (citing *Glass v. United of Omaha Life Ins. Co.*, 33 F.3d 1341, 1347 (11th Cir. 1994)). “Relying to one’s detriment on a representation means that one would have made a different decision had the representation not been made.” *Id.* at \*6 (quoting *Flanagan v. Gen. Motors Corp.*, No. 1:04-cv-03498-JEC, 2006 WL 2792678, at \*17 (N.D. Ga. Sep. 27, 2006)).

As discussed above, the relevant provision of the plan—the definition of “surviving spouse”—is ambiguous. Plaintiff alleges that Ms. Bellem, Coca-Cola’s “GBS HR Operations Executive Services Manager,” emailed Mr. Teasley and stated that if Mr. Teasley were to pass away, Plaintiff would be his “spouse at death” and “entitled to 100% of the benefit under the Key [Executive] Plan.” (*Id.* at ¶¶ 3, 23–24;

Doc. 1-2 at 2). Although Ms. Bellem did explain that Plaintiff would not receive a benefit under the Qualified Pension Plan—and it is not clear at this stage whether Ms. Bellem worked with the Committee in stating her interpretation of the plan—Plaintiff has plausibly alleged reliance on her assurance when planning financially for the future and negotiating her prenuptial agreement. (Doc. 1 at ¶¶ 3, 23–24, 26). The subsequent confirmation by Ms. Bellem that Mr. Teasley’s request was processed for the Executive Plan and that “[Plaintiff’s] information is in the system,” and similar confirmation by Ms. Peña that Plaintiff would receive the benefits, support Plaintiff’s allegation that her reliance was reasonable. (Doc. 1 at ¶ 29; Doc. 1-3 at 2). Because Plaintiff has sufficiently alleged that absent such assurances, she and her late husband would have made different financial decisions, she has alleged detrimental reliance. (Doc. 1 at ¶¶ 52–53; Doc. 17 at 27). Thus, Plaintiff has sufficiently stated a claim for equitable estoppel.

#### CONCLUSION

For these reasons, Defendants’ Motion to Dismiss (Doc. 8) is **DENIED**. The deadline for Defendants to file an answer to the complaint is **March 19, 2026**.

SO ORDERED, this 5<sup>th</sup> day of March, 2026.



---

TIFFANY R. JOHNSON  
United States District Judge

## General Information

<b>Case Name</b>	Gervait v. The Coca-Cola Company et al
<b>Court</b>	U.S. District Court for the Northern District of Georgia
<b>Date Filed</b>	Fri May 16 00:00:00 EDT 2025
<b>Judge(s)</b>	Tiffany R Johnson
<b>Federal Nature of Suit</b>	Labor: Employee Retirement Income Security Act (E.R.I.S.A.) [791]
<b>Docket Number</b>	1:25-cv-02738
<b>Parties</b>	The Coca-Cola Company; The Coca-Cola Benefits Committee; Anna Teasley Gervait