

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

ANNA TEASLEY Gervait,

Plaintiff,

v.

THE COCA-COLA COMPANY and
THE COCA-COLA BENEFITS
COMMITTEE,

Defendants.

Civil Action File No.

JURY TRIAL DEMANDED

COMPLAINT

This is an action to recover benefits under an employee retirement plan governed by the Employee Retirement Income Security Act of 1974 as amended (“ERISA”), 29 U.S.C. § 1001, *et seq.* In her complaint, plaintiff alleges the following:

INTRODUCTION

1. Plaintiff Anna Teasley Gervait was married to Harry E. Teasley, Jr., a former executive of Defendant The Coca-Cola Company (“Coca-Cola”), when Mr. Teasley died in 2023. At that time, Mr. Teasley was receiving the retirement benefits he earned under the Coca-Cola Company Key Executive Retirement Plan (the “Executive Plan,” attached hereto as **Exhibit 1**). Under the terms of The Executive Plan, Anna (as Mr. Teasley’s spouse) is entitled to “a surviving spouse benefit under

this Plan” equal to “100 percent” of the benefits Harry was receiving. Ex. 1 (Executive Plan) at 14, § 4.4(a).¹

2. Contrary to the language of the Executive Plan, Coca-Cola has wrongfully withheld these benefits, contending that, despite her marriage to Harry, Anna was not his “spouse” because she was not married to him when he first began to receive benefits years ago.

3. But Coca-Cola, itself, interpreted the Executive Plan differently in 2011. That’s when Harry was engaged to marry Anna and was making financial arrangements for their life together and for Anna’s life should he predecease her. To that end, Harry asked Coca-Cola (through The Coca-Cola Company Benefits Committee (the “Benefits Committee”)) whether Anna would receive the 100% spousal benefits after his death. Coca-Cola responded in writing that, if he were to marry Anna and die thereafter, Anna would be his “spouse at death” and thus “entitled to 100% of the benefit under the [Executive Plan].” A copy of the March, 2011 Correspondence is attached hereto as **Exhibit 2**, at 2. Harry and Anna both relied on this interpretation of the Executive Plan when planning for their financial future, including, among other things, negotiating and executing a prenuptial agreement.

¹ Citations to page numbers in the exhibits refers to the page number generated by the CM/ECF system.

4. After Harry married Anna in 2011, Coca-Cola confirmed in writing that it considered Anna to be Harry's spouse under the Executive Plan. A true and correct copy of this December 20, 2011 correspondence is attached hereto as **Exhibit 3**.

5. Now, fifteen years later, Coca-Cola refuses to honor its obligations under the Executive Plan, insisting that the interpretation of the Executive Plan it shared with Harry and Anna was simply a mistake. Although the Executive Plan does not define "spouse," Coca-Cola now asserts that the term spouse can only mean the spouse at the time Harry commenced his benefits. Nothing in the Executive Plan, however, supports that interpretation.

6. Because Coca-Cola's denial of benefits to Anna is inconsistent with the terms of the Executive Plan and contrary to Coca-Cola's own interpretation of those terms, on which Harry and Anna reasonably relied, Anna brings this action to recover the benefits to which she is entitled.

PARTIES

7. Anna Teasley Gervait is the widow of Harry E. Teasley, Jr. and a beneficiary under the Executive Plan pursuant to ERISA Section 3(8), 29 U.S.C. § 1002(8). Anna Teasley Gervait thus has standing to pursue claims under ERISA pursuant to 29 U.S.C. § 1132(a)(1)(B).

8. The Coca-Cola Company is a Delaware corporation with its principal place of business at One Coca-Cola Plaza, N.W., Atlanta, Georgia, 30313. At all

relevant times to this action, Coca-Cola has been an “employer” within the meaning of ERISA Section 3(5), 29 U.S.C. § 1002(5). Coca-Cola is also a “Plan Administrator” of the Executive Plan within the meaning of ERISA Section 3(16)(A), 29 U.S.C. § 1002(16)(A) and pursuant to terms of the Executive Plan. Ex. 1 (Executive Plan) at 22.

9. The Coca-Cola Company Benefits Committee (the “Benefits Committee”) is also (or in the alternative) a “Plan Administrator” of the Executive Plan within the meaning of ERISA Section 3(16)(A), 29 U.S.C. § 1002(16)(A) and pursuant to the Executive Plan. Ex. 1 (Executive Plan) at 22–23; *id.* at 43 (amending the Executive Plan to appoint the Benefits Committee as the administrator of the Executive Plan).

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant to ERISA, 29 U.S.C. § 1001, *et seq.*; ERISA Section 502(e)(1), 29 U.S.C. § 1132(e)(1); and 28 U.S.C. § 1331.

11. Venue is proper in this district pursuant to ERISA Section 502(e)(2), 29 U.S.C. § 1132(e)(2), because the Executive Plan was issued and administered in Atlanta Georgia and the Defendants reside in Atlanta, Georgia.

BACKGROUND

I. Harry enrolled in the Executive Plan under which his surviving spouse is

entitled to 100% of his retirement benefit.

12. Harry Teasley was a devoted employee of Coca-Cola for over thirty years. He served as an executive with the company from 1973 until his retirement in 1996. During his time with Coca-Cola, Harry distinguished himself through his leadership, holding the title of President and CEO in four separate divisions including President of Coca Cola Foods and the joint venture Coca-Cola Nestlé, and was recognized for excellence in the performance of his duties.

13. To plan for his retirement and the financial security of his spouse, Harry enrolled in two retirement plans: (1) the Executive Plan, offered to certain senior executives, and (2) the Employee Retirement Plan of the Coca-Cola Company (a/k/a “Qualified Pension Plan”), a tax-qualified plan available to all eligible employees. This case involves benefits under only the Executive Plan attached as Exhibit 1.

14. The Executive Plan is a so called “top hat” plan, and therefore, its benefits are paid by the Coca-Cola Company.

15. Section 4.4 of the Executive Plan provides that 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.” Ex. 1 (Executive Plan) at 14 § 4.4(a).

16. As Harry’s retirement neared, he acknowledged his election to receive

benefits under the Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment.

17. Based on Harry's election, in a March 29, 1996 memorandum, the Committee memorialized its understanding that Harry was entitled to \$29,580.19 a month for life under the Executive Plan "with a 100% survivor benefit for his spouse." A true and correct copy of this March 29, 1996 memorandum is attached hereto as **Exhibit 4**.

18. Thus, under the terms of the Executive Plan, upon his death, Harry's "spouse" is entitled to a "surviving spouse benefit" equal to 100% of the benefit Harry would receive under the Executive Plan (*i.e.*, \$29,580.19 per month until the spouse's death).

19. Harry retired from The Coca-Cola Company on March 31, 1996 and then began receiving benefits under both the Qualified Benefit Plan and the Executive Plan in the form of 100 percent joint and surviving spouse payment. At that time, Harry was married to Linda Teasley.

20. On March 4, 2008, Linda Teasley passed away.

II. Coca-Cola confirms that upon Harry's marriage to Anna, his spouse is entitled to 100% of the Executive Plan's benefits if she survives him.

21. In February 2011, Harry was engaged to marry Anna Gervait. As soon as they were engaged, Harry began to plan for their life together and for Anna's life should Harry predecease her.

22. In particular, Harry wanted to ensure that his soon-to-be spouse would be taken care of after his death. To that end, he contacted Coca-Cola to confirm his understanding that, if Anna were to be his spouse upon his death, she would be entitled to 100% spousal benefits under the Executive Plan.

23. On March 17, 2011, Julie Bellem, the “GBS HR Operations Executive Services Manager” for Coca-Cola and Defendants’ authorized agent, responded to Harry’s request. *See* Ex. 2 at 2.

24. In her response, Ms. Bellem unambiguously stated that, if Harry were to be married to Anna at the time of his death, Anna would be his surviving spouse under this Executive Plan. In particular, Ms. Bellem considered the 1996 election of benefits form as well as Harry’s Plan documents and confirmed by email that Harry’s “spouse at death is entitled to 100% of the benefit under the Key [Executive] Plan.” *Id.*

25. Ms. Bellem contrasted Anna’s benefits under the Executive Plan with what Anna could expect under the Qualified Pension Plan, under which, Ms. Bellem explained, the “designated beneficiary on the Benefit Commencement Date is the only beneficiary,” so Harry’s “new spouse [would] not receive a benefit” under *that* Plan. *Id.*

26. Harry and Anna relied on Coca-Cola’s interpretation of the Executive Plan when planning for their financial future. Among other things, they negotiated

and executed a prenuptial agreement based on Coca-Cola's representation that Anna would receive benefits under the Executive Plan if Harry predeceased her. For example, the two soon-to-be spouses agreed that Harry would not purchase an additional life insurance policy because Harry and Anna both understood and, based on Ms. Bellem's communications, were confident in the fact that Anna would receive substantial monthly pension benefits from the Executive Plan should Harry die during their marriage.

27. Harry married Anna on October 22, 2011.

28. Within a week of his marriage, Harry reached out to Ms. Bellem to ask what, if anything, he needed to do to add Anna as a spouse to the Executive Plan.

29. Ms. Bellem collected from Harry additional information about Anna, and then on December 20, 2011, Ms. Bellem confirmed that Anna was indeed added as a beneficiary of the Executive Plan. In particular, in response to Harry's December 20 request to "confirm[] that my wife, Anna, is covered by key retirement plan," Ms. Bellem "confirm[ed] that Merrill Lynch has processed this request" and that "Anna's information is in their system." *See* Ex. 3 at 2.

30. About 12 years later, on October 9, 2023, Harry passed away.

III. After many delays, Coca-Cola refuses to provide Anna the benefits to which she is entitled.

31. On October 18, 2023, Anna sent a letter to Coca-Cola to provide documentation of Harry's death requested by Coca-Cola for her benefits under the

Executive Plan.

32. On November 6, 2023, having not received the monthly payment under the Executive Plan, Anna contacted a Coca-Cola human resources customer care specialist named Maria F. Peña. On November 8, 2023, Ms. Peña called Anna and orally confirmed that Anna would receive her Executive Plan benefits soon (*i.e.* her monthly payment).

33. By early December, however, Anna still had not received any benefits under the Executive Plan or any update from Coca-Cola.

34. Believing the delay to be the result of an administrative delay and seeking to break the log jam, Anna pressed Coca-Cola for information regarding her benefits. But then, on December 15, 2023, she received an email from a different human resources customer care specialist who stated, without further elaboration, that she was not entitled to benefits under the Executive Plan because “[Harry 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.” A true and correct copy of this email is attached hereto as **Exhibit 5**.

35. Anna retained counsel who requested additional information about Coca-Cola’s apparent denial of her benefits and copies of any record Coca-Cola considered in reaching its decision to deny benefits.

36. Coca-Cola responded by again denying Anna the benefits to which she was entitled. Coca-Cola also confirmed that it considered only two documents when denying Anna's request for benefits: the Executive Plan and a January 1, 2020 version of the Qualified Pension Plan.

37. Anna appealed that decision to the Benefits Committee in June 2024. In response, Coca-Cola acknowledged its general obligation to provide a final decision within 60 days of receipt of the appeal, but Coca-Cola said it needed more time to reach a final decision.

38. Finally, on September 25, 2024, nearly a year after Harry died, the Benefits Committee issued its final decision denying Anna the benefits to which she is entitled and claiming that its 2011 representations about the Executive Plan were simply "incorrect."

COUNT 1

Claim for Benefits Under the Terms of the Executive Plan

39. Anna incorporates paragraphs 1–38 as if fully set forth herein.

40. Under the Executive Plan, Anna, as Harry's spouse at the time of his death, is entitled to 100% spousal benefits.

41. Defendants have wrongfully refused to provide the benefits to which Anna is entitled.

42. Anna is entitled to recover those benefits under ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B).

COUNT 2
Claim for Benefits Based Upon Equitable Estoppel
(in the alternative)

43. Anna incorporates paragraphs 1–38 as if fully set forth herein.

44. If this Court does not find for Anna on Count 1, the Court should find for Anna based on estoppel for the reasons set forth in this Count 2.

45. The Executive Plan is at least ambiguous as to eligibility for spousal benefits—the Plan is capable of more than one reasonable interpretation on this issue.

46. The provisions of the Executive Plan relating to spousal benefits must be construed in accordance with Coca-Cola’s 2011 interpretation of ambiguous terms of the Executive Plan.

47. In its March 17, 2011 written communication to Harry, Defendants represented to Harry that his spouse at the time of his death would be entitled to 100% spousal benefits under the Executive Plan.

48. In its December 20, 2011 written communication to Harry, Defendants confirmed that Anna, as Harry’s spouse, was the beneficiary under the Executive Plan and was in Coca-Cola’s and Merrill Lynch’s systems as such.

49. At the time Defendants made these representations, Defendants had access to the Executive Plan and the Qualified Pension Plan and were aware of the terms in those plans. Thus, Defendants’ response to Harry’s inquiries were

interpretations of those Plans.

50. Defendants knew or at least had reason to know that Harry would rely on Defendants' representations about the Executive Plan at the time Defendants made those representations.

51. Defendants also knew or at least had reason to know that Harry's fiancée at the time of its March 2011 communication, Anna, would rely on Defendants' representations about the Executive Plan at the time Defendants made those representations.

52. Defendants also knew or at least had reason to know that Harry's spouse at the time of its December 2011 communication, Anna, would rely on Defendants' representations about the Executive Plan at the time Defendants made those representations.

53. Harry and Anna reasonably and detrimentally relied on Defendants' representations regarding the terms of the Executive Plan when making Harry's decisions regarding the planning for the financial security of Anna, including in their negotiating and executing a prenuptial agreement and in Harry's decisions regarding life insurance.

54. Defendants are therefore estopped from disputing that the Executive Plan grants Anna 100% spousal benefits.

WHEREFORE, Anna Teasley Gervait prays:

- A) That judgment be entered against Defendants and in favor of Plaintiff in an amount equal to benefits she should have received under the Executive Plan from the date of Harry's death through the date of the judgment, plus prejudgment interest;
- B) That this Court order Defendants to comply with their obligations under the Executive Plan to provide the 100% spousal benefits to which Anna is entitled for the duration of her life;
- C) That this Court enter judgment that Defendants are estopped from contradicting their 2011 interpretation of the spousal benefits under the Executive Plan;
- D) That Plaintiff be awarded reasonable attorney fees and costs pursuant to ERISA § 502(g), 29 U.S.C. § 1132(g); and
- E) That this Court grant such additional and further relief as it deems just and proper.

Dated this 16th day of May, 2025.

Respectfully submitted,

/s/ David G.H. Brackett

David G.H. Brackett
Georgia Bar No. 068353
Michael R. Baumrind
Georgia Bar No. 960296
BONDURANT, MIXSON AND
ELMORE, LLP

One Atlanta Center
1201 West Peachtree Street, NW
Suite 3900
Atlanta, Georgia 3039
T: 404-881-4100
F: 404-881-4111
brackett@bmelaw.com
baumrind@bmelaw.com
*Attorneys for Plaintiff Anna Teasley
Gervait*

E
X
H
I
B
I
T

1

*The Coca-Cola Company*COCA-COLA PLAZA
ATLANTA, GEORGIA

RECEIVED

AUG 20 2002

MARY K. WILLIAMS

PATRICIA M. O'NEIL
DIRECTOR
EXECUTIVE COMPENSATIONADDRESS REPLY TO:
P.O. DRAWER 1734
ATLANTA, GA 30301

404-676-7519

August 19, 2002

Secretary of Labor
Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210**Re: Top Hat Plans Sponsored by The Coca-Cola Company**

Dear Secretary of Labor:

This notice is intended to satisfy the requirements of Department of Labor Regulation Section 2520.104-23 with respect to the initial filing of the The Coca-Cola Company Deferred Compensation Plan.

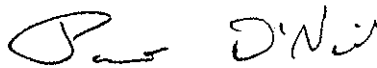
The Coca-Cola Company, EIN 58-0628465 maintains six plans primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The only top hat plans maintained by The Coca-Cola Company are listed below. This list supercedes any lists previously submitted the by The Coca-Cola Company.

Name of Plan	Number of Participants
The Coca-Cola Company Key Executive Retirement Plan	21
The Coca-Cola Company Supplemental Benefit Plan	1,191
Supplemental Retirement Plan for The Coca-Cola Company Pilots	15
The Accelerated Retirement Program for Foreign Service Personnel of The Coca-Cola Export Corporation and its Participating Subsidiaries	31
The Coca-Cola Company Compensation Deferral and Investment Program	608
The Coca-Cola Company Deferred Compensation Plan	253

The address of The Coca-Cola Company is, One Coca-Cola Plaza, Atlanta, GA 30313.

If you have any questions with regard to this matter or require any other information, please let me know.

Very truly yours,


 Patricia O'Neil

 Bcc: Mary Williams
 Gloria Bowden
 Linda Barkley
 Karen Macke
 Coretha Rushing
 Joe Helwig

12/20/90

THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN

KC2950F.41P

THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN
TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Page</u>
I	<u>Establishment of Plan</u>	
	1.1 Establishment	1
	1.2 Purpose	1
	1.3 Application of Plan	1
II	<u>Definitions</u>	
	2.1 Definitions	2
	2.2 Gender and Number	4
III	<u>Participation</u>	
	3.1 Eligibility for Participation	5
	3.2 Date of Participation	5
	3.3 Duration of Participation	5
IV	<u>Benefits</u>	
	4.1 Normal Retirement Benefit	6
	4.2 Early Retirement Benefit	7
	4.3 Pre-Retirement Surviving Spouse Benefit	7
	4.4 Post-Retirement Surviving Spouse Benefit	8
	4.5 Protection of Accrued Benefit	9
	4.6 Change in Control	9
V	<u>Forfeitability</u>	
	5.1 Forfeitability of Benefits	14
VI	<u>Financing</u>	
	6.1 Financing	15
	6.2 No Trust Created	15
	6.3 Unsecured Interest	15

VII

Administration

7.1	Administration	16
7.2	Key Executive Retirement Plan Committee	16
7.3	Expenses	17
7.4	Indemnification	17
7.5	Amendment or Termination of the Plan	17
7.6	Applicable Law	18
7.7	Nonalienation	18
7.8	Limitation on Rights	18
7.9	Tax Withholding	19

THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN

Article I. Establishment of Plan

1.1 Establishment. Effective as of January 1, 1984, THE COCA-COLA COMPANY established as part of The Coca-Cola Company Supplemental Retirement Plan an unfunded supplemental retirement plan for eligible executives and their beneficiaries as described herein, which, effective January 1, 1990, shall be known as "THE COCA-COLA COMPANY KEY EXECUTIVE RETIREMENT PLAN" (hereinafter called the "Plan").

1.2 Purpose. The purpose of this Plan is to provide key executives of the Employer a retirement benefit which reflects their contributions to the Company and to supplement the benefits payable from the Employer's Qualified Pension Plan.

1.3 Application of Plan. The terms of this Plan are applicable only to eligible executives who are in the employ of the Employer on or after January 1, 1984. Any executive who retires or terminates his employment relationship prior to such date shall not be covered under this plan.

Article II. Definitions

2.1 Definitions. Whenever used in the Plan, the following terms shall have the respective meanings set forth below unless otherwise expressly provided herein, and when the defined meaning is intended, the term is capitalized.

- (a) "Benefit Service" has the same meaning in this Plan as is found in the Qualified Pension Plan.
- (b) "Code" means the Internal Revenue Code of 1986 as amended from time to time.
- (c) "Committee" means the administrative body designated by the Chief Executive Officer of the Company to administer the Plan as described in Article VII.
- (d) "Company" means The Coca-Cola Company.
- (e) "Compensation Committee" means the Compensation Committee of the Board of Directors of the Coca-Cola Company.
- (f) "Early Retirement Age" means the first to occur of (1) a Participant's age when he has both attained his fifty-fifth birthday (but not his sixty-fifth) and completed at least ten years of Vesting Service or (2) age 60 with the approval of the Employer.
- (g) "Effective Date" means January 1, 1984.
- (h) "Employer" means the Company and any other subsidiary corporation of the Company approved by the Committee.
- (i) "Final Average Pay" means the monthly average of a Participant's Pay for the period of the five consecutive calendar years during which he received the largest total amount of Pay treating as a whole calendar year the last calendar year in which he earned any Pay.
- (j) "Normal Retirement Age" means a Participant's sixty-fifth birthday.
- (k) "Participant" means any executive of the Employer who has met the eligibility requirements of the Plan, as set forth in Article III hereof.
- (l) "Pay" means the wage or salary paid to the Participant for the Plan Year.



Pay will include (a) contributions made after 1983 to a qualified salary reduction plan or cafeteria plan, (b) earnings from any subsidiary with whom the Company has executed a reciprocal agreement to recognize earnings for retirement plan purposes, for a period of work during which the Participant earns Vesting Service under the Qualified Pension Plan, and (c) severance payments made after involuntary termination under a formal severance pay policy in a form other than a lump-sum payment incentive plan, and (d) performance incentive plan awards, long-term incentive plan and deferred compensation. Pay will exclude interest accrued on long-term incentives.

- (m) "Plan" means the supplemental retirement plan described in this instrument as the same may from time to time be amended.
- (n) "Plan Year" means the calendar year.
- (o) "Qualified Pension Plan" means the Employee Retirement Plan of The Coca-Cola Company and any other defined benefit pension plan maintained by the Employer.
- (p) "Vesting Service" has the same meaning in this Plan as is found in the Qualified Pension Plan.
- (q) "Change in Control" means a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934 (the "Exchange Act") as in effect on November 15, 1988, provided that such a change in control shall be deemed to have occurred at such time as (i) any "person" (as that term is used in Sections 13(d) and 14(d) (2) of the Exchange Act) is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) directly or indirectly, of securities representing 20% or more of the combined voting power for election of directors of the then outstanding securities of the Company or any successor of the Company; (ii) during any period of two consecutive years or less, individuals who at the beginning of such period constituted the Board of Directors of the Company, cease, for any reason, to constitute at least a

majority of the Board of Directors, unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period: (iii) the shareholders of the Company approve any merger or consolidation as a result of which its stock shall be changed, converted or exchanged (other than a merger with a wholly-owned subsidiary of the Company) or any liquidation of the Company or any sale or other disposition of 50% or more of the assets or earning power of the Company; or (iv) the shareholders of the Company approve any merger or consolidation to which the Company is a party as a result of which the persons who were shareholders of the Company immediately prior to the effective date of the merger or consolidation shall have beneficial ownership of less than 50% of the combined voting power for election of directors of the surviving corporation following the effective date of such merger or consolidation; provided, however, that no Change in Control shall be deemed to have occurred if, prior to such time as a Change in Control would otherwise be deemed to have occurred, the Board of Directors determines otherwise.

2.2 Gender and Number. Except when otherwise indicated by the context, any masculine terminology herein shall also include the feminine and neuter, and the definition of any term herein in the singular may also include the plural.

Article III. Participation

3.1 Eligibility for Participation. Each Key Senior Vice President in charge of a major functional group as defined by the Chief Executive Officer of the Company and higher-level executives of the Company and each other executive of the Employer approved by the Chief Executive Officer from time to time shall be eligible to participate in this Plan. Notwithstanding any other provisions to the contrary, all decisions relating to participation are subject to the review and approval of the Compensation Committee.

3.2 Date of Participation. Each executive who is eligible to become a Participant under Section 3.1 shall become a Participant on the later to occur of (a) January 1, 1984, or (b) the date he meets the eligibility requirements.

3.3 Duration of Participation. An executive who becomes a Participant shall continue to be a Participant until his termination of Employment with the Employer or the date he is no longer entitled to benefits under this Plan.

Article IV. Benefits

4.1 Normal Retirement Benefit.

- (a) Eligibility. A Participant whose employment with the Employer terminates on or after he has attained his Normal Retirement Age shall be eligible for a normal retirement benefit under this Plan subject to Section 5.1.
- (b) Amount. A Participant who is eligible pursuant to (a) above shall be entitled to a monthly normal retirement benefit in an amount equal to the excess of the greater of (1) or (2) below over (3) below:
 - (1) the sum of (A) and (B) below:
 - (A) 20 percent of his Final Average Pay; and
 - (B) One percent of his Final Average Pay multiplied by his years of Benefit Service not in excess of 35 years;
 - (2) the monthly normal retirement benefit payable as a life annuity he would have been entitled to receive at his Normal Retirement Age (or later retirement) under the Qualified Pension Plan, but for the provisions of Section 415 and Section (401)(a)(17) of the Code;
 - (3) the monthly normal retirement benefit he would be entitled to receive at his Normal Retirement Age (or later retirement) under the Qualified Pension Plan, under the payment form actually elected.
- (c) Commencement and Duration. Monthly normal retirement benefit payments in the form of a life annuity shall commence at the same time as the normal retirement benefit payable from the Qualified Pension Plan. When payments begin, they shall be paid monthly thereafter as of the first day of each succeeding month during his lifetime.
- (d) Benefit Adjustment after Payments Begin. Any benefit payable pursuant to Section 4.1(b) of this Article shall be adjusted in accordance with new limitations, if any, established by the Internal Revenue Service on payments that may be made from the Qualified Pension Plan. In addition, benefits from this Plan shall be adjusted if benefits payable from the Qualified Pension Plan are increased because retirees are granted an improvement in retirement income.

4.2 Early Retirement Benefit

- (a) Eligibility. A Participant whose employment with the Employer terminates on or after the date he has attained his Early Retirement Age shall be eligible for an early retirement benefit under this Plan subject to Section 5.1.
- (b) Amount. A Participant who is eligible pursuant to (a) above shall be entitled to a monthly early retirement benefit in an amount equal to the greater of the amount computed under Section 4.1(b) (1) hereof or the amount computed under Section 4.1(b) (2) hereof. Such amount shall be reduced, using the same reduction factors as are in use under the Qualified Pension Plan, for each month by which the Participant's first payment under this Plan precedes age 62. The resulting amount shall be reduced by any monthly benefit amount actually received from the Qualified Pension Plan.
- (c) Commencement and Duration. Monthly early retirement benefit payments in the form of a life annuity shall commence at the same time as the early retirement benefit payable from the Employer's Qualified Pension Plan except for Participants not eligible for early retirement under the Qualified Pension Plan, in which case early retirement benefit payments shall commence on the first of the month following retirement. When payments begin, they shall be paid monthly thereafter as of the first day of each succeeding month during his lifetime. When the benefit from the Qualified Pension Plan commences, the benefit from this Plan shall be reduced by the amount of the benefit paid from the Qualified Pension Plan.

4.3 Pre-Retirement Surviving Spouse Benefit

- (a) Eligibility. The Surviving spouse of a Participant who dies while employed by the Employer shall be eligible for a surviving spouse benefit under this Plan as if the Participant had elected pre-retirement death benefit coverage in the form of a 100 percent joint and survivor annuity under the Qualified Pension Plan.
- (b) Amount. A surviving spouse who is eligible pursuant to (a) above shall be entitled to a monthly surviving spouse benefit computed in the same manner as a normal retirement benefit for the Participant under Section 4.1(b) hereof,

provided that the amount determined under Subsection 4.1(b) (3) shall be the benefit actually received by the surviving spouse from the Qualified Pension Plan, if any, and provided further, that if payment of the benefit commences before a Participant attains his Normal Retirement Age, the amount of the benefit shall be actuarially reduced for each full calendar month to occur between the later of (1) the date the Participant would have attained age 55 or (2) the date of his death and the month in which the Participant would have attained age 62 by the amount of any actuarial reduction applied in the Qualified Pension Plan relating to early commencement of retirement benefits.

- (c) Commencement and Duration. Monthly surviving spouse benefit payments shall commence on the first of the month following the Participant's death. When payments begin, they shall be paid monthly thereafter as of the first day of each succeeding month until the first to occur of the surviving spouse's death or remarriage, and shall be subject to adjustment in accordance with the provision of Section 4.1(d) of this article. In the event of remarriage of the surviving spouse, benefits from this Plan will cease, and benefits will be payable from the Supplemental Retirement Plan beginning at the Participant's earliest retirement age as defined in the Employee Retirement Plan of The Coca-Cola Company.

4.4 Post-Retirement Surviving Spouse Benefit.

- (a) Eligibility. 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.
- (b) Amount. A surviving spouse who is eligible pursuant to (a) above shall be entitled to a monthly surviving spouse benefit equal to the amount received or the amount that could have been received by the Participant at his death.
- (c) Commencement and Duration. Monthly surviving spouse benefit payments shall commence on the first of the month following the Participant's death. When payments begin, they shall be paid monthly thereafter as of the first day of each

succeeding month during her lifetime and shall be subject to adjustment in accordance with the provisions of Section 4.1 (d).

4.5 Protection of Accrued Benefit. In no event will the accrued benefit of any participant at his retirement date on or after January 1, 1989 be less than the benefit accrued at the end of any earlier calendar year at which he was a participant in this Plan.

4.6 Change in Control.

- (a) Coverage. If there is a Change in Control, each Participant described in the first sentence of Section 3.1 shall be covered by the special rules set forth in this Section 4.6 and shall be referred to as a "Covered Participant".
- (b) Full Vesting. If there is a Change in Control, each Covered Participant's interest in his Accrued Benefit shall immediately become fully vested and nonforfeitable as of such date and as of any date thereafter.
- (c) Accrued Benefit. Each Covered Participant's Accrued Benefit under this Section 4.6 as of any date such benefit is calculated shall equal (1) the benefit which would be payable to him under Section 4.1 if he retired on such calculation date or, if he had not reached his Normal Retirement Age by such date, (2) the benefit which would be payable to him under Section 4.2 if he retired early on such calculation date or, if he had not reached his Early Retirement Age by such date, (3) the benefit which would be payable to him under Section 4.2 based on his actual Final Average Pay and his actual Benefit Service on such calculation date as if (i) he had continued to work for the Employer until he reached his Early Retirement Age and (ii) he had retired under Section 4.2 immediately after he reached such age.
- (d) Special Change in Control Benefit.
 - (1) Termination of Employment. If a Covered Participant's employment with the Employer terminates for any reason whatsoever before the end of the two-consecutive-year period which begins on the date there is a Change in Control, he shall be paid the Change in Control benefit calculated in accordance with the rules set forth in Section 4.6(d)

(2) immediately after such termination of his employment in cash in a lump sum in lieu of any other benefit under the Plan.

(2) Benefit Computation Rules.

(A) Benefit Service and Final Average Pay. A Covered Participant's benefit under this Section 4.6(d) shall be based on his actual Benefit Service on the date his employment terminated for purposes of Section 4.6(d) (1) and on his actual Final Average Pay on such date unless he had not reached his Early Retirement Age on or before such date. If he had not reached his Early Retirement Age on or before his employment terminated for purposes of Section 4.6(d) (1), his Final Average Pay shall be recalculated [as the first calculation step under this Section 4.6(d)] for the purposes of this Section 4.6(d) on the assumption that (i) he had continued to work for the Employer until he reached his Early Retirement Age and (ii) his Pay for each calendar year after the calendar year which immediately preceded the date his employment terminated for purposes of Section 4.6(d)(1) had continued to increase until he reached his Early Retirement Age at the rate of 8% per year (over his Pay for the calendar year which immediately preceded the date his employment so terminated).

(B) Benefit Under Section 4.1 or Section 4.2. As the second calculation step under this Section 4.6(d), a Covered Participant's Accrued Benefit shall be recalculated as of the date of his termination of employment for purposes of Section 4.6(d)(1) using (1) his Benefit Service and his Final Average Pay as calculated under Section 4.6(d)(2)(A), (2) an assumption that he was unmarried and would remain unmarried and (3) an assumption that he was ineligible for any benefit under any Qualified Pension Plan.

(C) Actuarial Equivalent. As the third calculation step under this Section 4.6(d), a Covered Participant's monthly life-only benefit as calculated under Section 4.6(d)(2)(B) plus the related monthly life-only survivor benefit which would be payable under Section 4.4 to the person, if any, who is his spouse on the date his employment terminated for purposes

of Section 4.6(d) (1) (if such spouse survived him) shall be converted to an actuarial equivalent lump sum benefit (1) using an 8% per annum simple interest rate assumption, (2) using such other factors and assumptions for making actuarial equivalent lump sum cash-out calculations as in effect on the date his employment terminated for purposes of Section 4.6(d) (1) under the Employee Retirement Plan of The Coca-Cola Company or, if no such other factors and assumptions are in effect on such date, such other factors and assumptions for making such calculations under such plan as in effect on the date of the Change in Control and (3) assuming that (A) he remains married to such spouse until his death, (B) such spouse survives him and actually receives a benefit from a Qualified Pension Plan in the form of a 100 percent joint and surviving spouse payment and (C) such spouse never remarries.

(D) Present Value.

(1) Post-Early Retirement Age. If a Covered Participant's employment actually terminated for purposes of Section 4.6(d) (1) on or after his Early Retirement Date, his benefit under this Section 4.6(d)(2)(D) shall be his actuarial equivalent lump sum benefit as calculated under Section 4.6(d)(2)(C) without any further adjustments.

(2) Pre-Early Retirement Age. If a Covered Participant's employment actually terminated for purposes of Section 4.6(d) (1) before he reached his Early Retirement Age, his benefit under this Section 4.6(d)(2)(D) shall equal the present value of his actuarial equivalent lump sum benefit under Section 4.6(d)(2)(C) as calculated (as the fourth calculation step in this Section 4.6(d)) using an 8% per annum interest rate compounded annually.

(E) Qualified Pension Plan Benefit. As the fifth calculation step in this Section 4.6(d), the Covered Participant's aggregate actual vested accrued Qualified Pension Plan benefit, if any, on the date his employment

terminated for purposes of Section 4.6(d)(1) shall be calculated as an actuarial equivalent lump sum benefit payable as of such date using (1) an 8% per annum simple interest rate assumption and (2) such other factors and assumptions for making actuarial equivalent lump sum cash-out calculations as in effect on the date his employment terminated for purposes of Section 4.6(d) (1) under the relevant Qualified Pension Plan or, if no such other factors and assumptions are in effect on such date, such other factors and assumptions for making such calculations under such plan as in effect on the date of the Change in Control.

(F) Section 4.6(d)(1) Benefit. A Covered Participant's benefit under Section 4.6(d) (1) shall (as the final calculation step in this Section 4.6(d)) equal the excess, if any, of his benefit as calculated under Section 4.6(d)(2)(D) over his Qualified Pension Plan benefit as calculated under Section 4.6(d)(2)(E).

- (e) Termination of Employment. If a Covered Participant's employment with the Employer terminates when he no longer is eligible for a benefit under Section 4.6(d) but before he otherwise is eligible for a benefit under Section 4.2, no payment shall be made to him under the Plan until the date he would have reached his Early Retirement Age if he had continued to be employed by the Employer. When such a Covered Participant so reaches his Early Retirement Age, he shall be treated under Section 4.2 as if he had immediately retired, and his benefit under Section 4.2 shall be calculated and paid under Section 4.2 at that time based on his Final Average Pay and his Benefit Service at his termination of employment. A Covered Participant shall be treated as employed by the Employer under Section 4.3, Pre-Retirement Surviving Spouse Benefit, at his death if he dies on or after the date his employment terminates and before the date he is treated under this Section 4.6(e) as retiring early under Section 4.2.
- (f) Excise Tax. Any federal golden parachute payment excise tax paid or payable under Section 4999 of the Internal Revenue Code of 1986, as amended, or any successor to such Section, by a Participant for his taxable

year for which he reports the payment made under Section 4.6(d) (1) on his federal income tax return shall be deemed attributable to such payment under Section 4.6(d) (1), and the Company promptly on written demand from the Participant (or, if he is dead, from his estate) shall pay to him (or, if he is dead, to his estate) an amount equal to such excise tax.

- (g) Non-Competition. Neither the payment made under Section 4.6(d) (1) nor a Covered Participant who receives such payment shall be subject to Article V of the Plan, and no Covered Participant who receives such a payment shall have any obligations whatsoever (exclusively as a result of the receipt of such payment) to refrain from engaging in any activity which competes directly or indirectly with the Employer.

Article V. Forfeitability

5.1 Forfeitability of Benefits. Any benefits under this Plan which a Participant is receiving shall cease, and all rights under the Plan shall be extinguished, if a Participant terminates employment with the Employer and without the Employer's consent is subsequently (a) employed by or in any manner provides services for any business organization that is in direct competition with the Employer or (b) personally engages in direct competition with the Employer. If a court of competent jurisdiction finds that the restrictions provided for in (a) and (b) are unenforceable, then such benefits shall be forfeited if a participant competes either as an employee or directly in the widest geographical area and for the longest period of time that are legally enforceable. Further, all rights under the Plan shall be extinguished and forfeited if a Participant terminates employment with the Employer prior to his Early Retirement Age for any reason other than death, unless otherwise expressly provided in writing by the Compensation Committee of the Board of Directors.

Article VI. Financing

6.1 Financing. The benefits under this Plan shall be paid out of the general assets of the Employer. The benefits shall not be funded in advance of payment in any way.

6.2 No Trust Created. Nothing contained in this Plan, and no action taken pursuant to the provisions of this Plan, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Employer and any Participant, his spouse, or any other person.

6.3 Unsecured Interest. No Participant hereunder shall have any interest whatsoever in any specific asset of the Employer. To the extent that any person acquires a right to receive payments under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Employer.

Article VII. Administration

7.1 Administration. The Company shall be the Plan Administrator and shall have all of the powers and responsibilities of that office as described in ERISA, which powers and duties shall be delegated to the extent provided in this Article VII.

7.2 Key Executive Retirement Plan Committee. The Company's Chief Executive Officer (CEO) shall appoint a Committee of at least five members, who may or may not be officers or employees of the Company or a Subsidiary. Each Committee member shall serve at the pleasure of the CEO. Any member may resign by submitting a written resignation to the CEO. The CEO shall appoint a successor member to fill each vacancy on the Committee.

- (a) Actions. The CEO shall designate a Committee member as the chairman to preside at each meeting. In the event of the chairman's absence at any meeting, the members present shall select one of their members to serve as acting chairman. The Committee shall appoint a secretary, who may or may not be a Committee member, to keep minutes of meetings and to perform other duties assigned by the Committee. The Committee may appoint such other officers as it deems necessary, who may or may not be Committee members. Each action of the Committee shall be taken by a majority vote of all members then in office, provided that the Committee may establish procedures for taking written votes without a meeting. The Committee may, by a properly executed resolution, authorize any member or officer or any other person to sign communication and to execute documents on its behalf, and may delegate other duties and responsibilities as it considers to be in the best interest of the Plan.
- (b) Powers. The Committee shall have primary responsibility for the administration of the Plan, and all powers necessary to enable it to properly perform its duties, including but not limited to the following powers and duties:
- (1) The Company may adopt rules and regulations necessary for the performance of its duties under the Plan.
 - (2) The Committee shall have the power to construe the Plan and to decide all

questions arising under the Plan.

- (3) The Committee shall determine the eligibility of Participants to receive benefits and the amount of benefits to which any Participant may be entitled under the Plan.
- (4) The Committee shall direct the payment of benefits from the Company's general treasury, and shall specify the payee, the amount and the conditions of each payment.
- (5) The Committee shall prepare and distribute to the Participants plan summaries, notices, and other information about the Plan in such manner as it deems proper and in compliance with applicable law.
- (6) The Committee shall provide forms for use by Participants in applying for benefits.
- (7) The Committee shall appoint an enrolled actuary to make periodic actuarial valuations of the Plan's experience and liabilities and to prepare actuarial statements.
- (8) The Committee shall retain legal counsel, accountants and such other agents as it deems necessary to properly administer the Plan.
- (9) The Committee shall cause to be filed all reports under the Code.

7.3 Expenses. The Company shall pay all expenses incurred by the Committee in administering the Plan, including fees and charges of actuaries, attorneys, accountants, and consultants.

7.4 Indemnification. The Company shall indemnify and hold harmless the Committee and each member and each person to whom the Plan Administrator or the Committee has delegated responsibility under this Article VII, from all joint or several liability for their acts and omissions and for the acts and omissions of their duly appointed agents in the administration of the Plan, except for their own breach of fiduciary duty and willful misconduct.

7.5 Amendment or Termination of the Plan. The Committee shall have the right

to amend or to terminate the Plan at any time, provided

- (1) no such amendment or termination shall be effective before the date the Committee properly acts to adopt such amendment or to effect such termination if such amendment or termination adversely affects any Participant's right to a benefit which has vested under the Plan before such date, and
- (2) the Committee shall have no right whatsoever on or after the date there is a Change in Control to amend or to terminate the Plan if
 - (A) such amendment or termination is effective as of any date before the end of the two-consecutive-year period which begins on the date that there is a Change in Control and
 - (B) such amendment or termination affects in any manner whatsoever the rights or benefits of, or the provisions of the Plan which directly or indirectly relate to, a Covered Participant (as described in Section 4.6(a)) unless
 - (C) all such Covered Participants affirmatively consent in writing to such amendment or termination.

Notice of any amendment or termination under this Section 7.5 shall be given in writing to each participant and to each surviving spouse of a deceased Participant who has an interest in the Plan.

7.6 Applicable Law. The Plan shall be construed in accordance with the laws of the State of Georgia, except to the extent such laws are preempted by the Code.

7.7 Nonalienation. No benefits payable under the Plan shall be subject to the claim or legal process of any creditor of any Participant or Spouse, and no Participant or Spouse shall alienate, transfer, anticipate, or assign any benefits under the Plan.

7.8 Limitation on Rights. No person shall have any right or interest in any portion of the Plan except as specifically provided in the Plan.

7.9 Tax Withholding. The Employer may withhold, or require the withholding of, from any payment which it is required to make, any federal, state, or local taxes required by law to be withheld with respect to such payment and such payment and such sum as the Employer may reasonably estimate as necessary to cover any taxes for which the Employer may be liable and which may be assessed with regard to such payment. Upon discharge or settlement of such tax liability, the Employer shall distribute the balance of such sum, if any, to the Participant from whose payment it was withheld, or if such Participant is then deceased, to the beneficiary of such Participant. Prior to making any payment hereunder, the Employer may require such documents from any taxing authority, or may require such indemnities or surety bond as the Employer shall reasonably deem necessary for his protection.

IN WITNESS WHEREOF, THE COCA-COLA COMPANY has caused this instrument to be signed, effective as of January 1, 1990, on this 11th day of March, 19 91.

ATTEST:

C. Ron Chisley
Secretary of the Committee

THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT
PLAN COMMITTEE

By Phil M. Watt
Chairman

AMENDMENT NUMBER 1
TO THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN

Effective as of December 31, 1993, the Key Executive Retirement Plan Committee of The Coca-Cola Company Key Executive Retirement Plan (the "Plan") hereby amends the Plan as follows:

1. The following new Section 4.2A hereby is added immediately following Section 4.2 of the Plan:

"4.2A Special Benefit for Certain Participants Terminating Before Early Retirement Age.

(a) Eligibility. An executive of the Employer who is a Participant on December 31, 1993, and whose employment with the Employer terminates before the date he has attained Early Retirement Age shall be eligible for a retirement benefit under this Section 4.2A, subject to Section 5.1.

(b) Amount. A Participant who is eligible pursuant to Subsection (a) above shall be entitled to a monthly benefit in an amount equal to the greater of the amount computed under Section 4.1(b)(1) or Section 4.1(b)(2) hereof, determined as of December 31, 1993 based on his Final Average Pay and years of Benefit Service as of such date. Such amount shall be reduced, using the same reduction factors as are in use under the Qualified Pension Plan for a vested terminated participant, for each month by which the Participant's first payment under this Plan precedes the first day of the month on or after the Participant attains age 65. The resulting amount shall be reduced by the monthly benefit amount actually received from the Qualified Pension Plan (or the monthly benefit amount that would have been payable commencing at Early Retirement Age if the Participant had been vested in the Qualified Pension Plan on his employment termination date).

(c) Commencement and Duration. Monthly benefit payments under this Section 4.2A in the form of a life annuity shall commence at the same time as the benefit payable from

the Employer's Qualified Pension Plan; provided, if no benefit is payable from the Qualified Pension Plan, then payments shall commence on the first day of the month following the date the Participant attains Early Retirement Age. When payments begin, they shall be paid monthly thereafter as of the first day of each succeeding month during his lifetime."

2. Subsection (a) of Section 4.4 of the Plan is hereby amended by deleting said subsection and substituting the following in lieu thereof:

"(a) Eligibility. 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, 4.2 or 4.2A of this article, shall be eligible for a surviving spouse benefit under this Plan."

3. Section 5.1 of the Plan is hereby amended by deleting said section and substituting the following in lieu thereof:

"5.1 Forfeitability of Benefits.

(a) Non-Competition. Any benefits under this Plan which a Participant is receiving shall cease, and all rights under the Plan shall be extinguished, if a Participant terminates employment with the Employer and without the Employer's consent is subsequently (i) employed by or in any manner provides services for any business organization that is in direct competition with the Employer; or (ii) personally engages in direct competition with the Employer. If a court of competent jurisdiction finds that the restrictions provided for in (i) and (ii) are unenforceable, then such benefits shall be forfeited if a Participant competes either as an employee or directly in the widest geographical area and for the longest period of time that are legally enforceable.

(b) Early Retirement Age.

Except as provided in Section 4.2A, all rights to a benefit under the Plan shall be extinguished and forfeited if a

Participant terminates employment with the Employer prior to his Early Retirement Age for any reason other than death, unless otherwise expressly provided in writing by the Compensation Committee of the Board of Directors.

SECOND AMENDMENT TO
THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN

WHEREAS, pursuant to the power vested in the Key Executive Retirement Plan Committee (the "Committee") under Section 7.5 of The Coca-Cola Company Key Executive Retirement Plan effective January 1, 1990, which was amended by Amendment Number 1 effective December 31, 1993 (the "Plan"), the Committee may amend the Plan; and

WHEREAS, the Committee wishes to amend the Plan to provide that spousal beneficiaries receiving benefits under the Plan will continue to receive benefits if they remarry;

NOW THEREFORE, effective January 1, 1996, the Plan is hereby amended as follows:

1.

Section 4.3(c) of the Plan shall be amended by deleting the words "the first to occur of " and "or remarriage" as they appear in the third line of the second sentence.

2.

Section 4.3(c) of the Plan shall be further amended by deleting the last sentence thereof.

3.

Section 4.6(d)(2)(c) of the Plan shall be amended by deleting the words "and (C) such spouse never remarries" as they appear at the end of item (3) of such section and by inserting the word "and" immediately before item (3)(B) of such section.

Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this Second Amendment.

KEY EXECUTIVE
RETIREMENT PLAN
COMMITTEE

By: C. Ron Clark
Chairman

Date: 1/17/96

**THIRD AMENDMENT TO
THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN
AS AMENDED AND RESTATED MARCH 11, 1991,
EFFECTIVE JANUARY 1, 1990**

WHEREAS, pursuant to Section 7.5 of The Coca-Cola Company Key Executive Retirement Plan, as amended and restated effective January 1, 1990 by indenture dated March 11, 1991, which was last amended by the Second Amendment (the "Plan"), the Key Executive Retirement Plan Committee (the "Committee") has the authority to amend the Plan; and

WHEREAS, the Chief Executive Officer ("CEO") of The Coca-Cola Company (the "Company") has appointed the same members to the Plan's Committee and to each committee serving as plan administrator for eight other Company retirement plans, thereby effectively consolidating administration of the plans under a single committee; and

WHEREAS, the Company wishes to incorporate the concept of a single administrative committee, henceforth to be known as the Corporate Retirement Plan Administrative Committee, within the terms of the relevant plans; and

WHEREAS, the Company wishes to transfer authority to appoint and remove members of said committee from the CEO to the Vice President of Human Resources; and

WHEREAS, by resolutions duly adopted, the Committee has approved amendments to the Plan and eight other retirement plans in order to reflect the renaming of the Committee and the change in the person authorized to designate membership in the Committee, subject to ratification of the amendments by the CEO;

NOW THEREFORE, the Plan is hereby amended, effective July 1, 1998, in the following respects:

1. Sections 2.1(c) and 7.2 of the Plan shall be amended by deleting the term "Chief Executive Officer" from all places where the same appears and by substituting therefor "Vice President of Human Resources."
2. Section 7.2 of the Plan shall be amended further by deleting "Key Executive Retirement Plan Committee" from the section heading and by replacing it with "Corporate Retirement Plan Administrative Committee." In addition, the term "CEO" shall be deleted wherever the same appears therein and "VPHR" shall be inserted in lieu thereof.

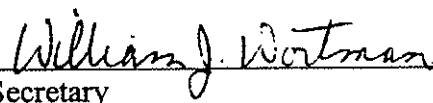
Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this Third Amendment.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Committee have executed this Third Amendment to the Plan, and the CEO has ratified the same, as of the 9th day of July, 1998.

**CORPORATE RETIREMENT PLAN
ADMINISTRATIVE COMMITTEE
(FORMERLY THE KEY EXECUTIVE
RETIREMENT PLAN COMMITTEE)**

By: 
Chairman

ATTEST:


Secretary

RATIFIED BY:


M. Douglas Ivester
Chief Executive Officer
The Coca-Cola Company

**FOURTH AMENDMENT TO
THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN
AS AMENDED AND RESTATED MARCH 11, 1991,
EFFECTIVE JANUARY 1, 1990**

WHEREAS, pursuant to Section 7.5 of The Coca-Cola Company Key Executive Retirement Plan, as amended and restated effective January 1, 1990 by indenture dated March 11, 1991, which was last amended by the Third Amendment (the "Plan"), the Corporate Retirement Plan Administrative Committee (formerly the Key Executive Retirement Plan Committee) (the "Committee") has the authority to amend the Plan; and

WHEREAS, by resolutions duly adopted, the Committee has approved an amendment to the Plan to clarify the meaning of "Pay" by correcting a scrivener's error contained in the definition thereof;

NOW THEREFORE, Section 2.1(l) of the Plan is hereby amended, effective January 1, 1990, by deleting the words "incentive plan" from the end of part (c) in the second sentence thereof, so that the same shall read as follows:

"(c) severance payments made after involuntary termination under a formal severance pay policy in a form other than a lump-sum payment, and"

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Committee have executed this Fourth Amendment to the Plan as of the 16 day of February, 1999. Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this Fourth Amendment.

**CORPORATE RETIREMENT PLAN
ADMINISTRATIVE COMMITTEE**

By: Beynon How
Chairman

ATTEST:

Paula J. F. 1872
Secretary

**FIFTH AMENDMENT TO
THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN
AS AMENDED AND RESTATED MARCH 11, 1991
EFFECTIVE JANUARY 1, 1990**

WHEREAS, pursuant to Section 7.5 of The Coca-Cola Company Key Executive Retirement Plan, as amended and restated effective January 1, 1990 by indenture dated March 11, 1991, which was last amended by the Fourth Amendment (the "Plan"), the Corporate Retirement Plan Administrative Committee (the "Committee") has the authority to amend the Plan; and

WHEREAS, the Committee has approved an amendment to the Plan to incorporate certain changes the Committee deems appropriate in connection with the Special Retirement Program to be announced by The Coca-Cola Company (the "Company") on January 26, 2000 as part of the Company's Strategic Organizational Alignment; and

WHEREAS, the Committee intends that the total benefit payable under this Plan and the Employee Retirement Plan not be increased as a result of the Special Retirement Program;

NOW, THEREFORE, the Plan is amended, effective January 25, 2000, in the following respects:

1. Section 2.1(a) of the Plan shall be amended to read as follows:

(a) "Benefit Service" has the same meaning in this Plan as is found in the Qualified Pension Plan except that any additional service credit granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan shall be disregarded under this Plan.

2. The third sentence of Section 2.1(l) of the Plan shall be amended to read as follows:

Pay will exclude interest accrued on long-term incentives and any cash payment made by the Company under the Special Retirement Program announced by the Company on January 26, 2000 as part of the Company's Strategic Organizational Alignment.

3. Section 2.1(p) of the Plan shall be amended to read as follows:

(p) "Vesting Service" has the same meaning in this Plan as is found in the Qualified Pension Plan except that any additional service

credit granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan shall be disregarded under this Plan.

4. Section 4.1(b)(2) of the Plan shall be amended to read as follows:

(2) the monthly normal retirement benefit payable as a life annuity he would have been entitled to receive at his Normal Retirement Age (or later retirement) under the Qualified Pension Plan (as determined without regard to any additional age or service granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan), but for the provisions of Section 415 and Section 401(a)(17) of the Code;

5. The first sentence of Section 4.1(c) of the Plan shall be amended to read as follows:

Monthly normal retirement benefit payments in the form of a life annuity shall commence at the same time as the normal retirement benefit payable from the Qualified Pension Plan, as determined without regard to any additional age or service credit granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan.

6. The second sentence of Section 4.2(b) of the Plan shall be amended to read as follows:

Such amount shall be reduced, using the same reduction factors as are in use under the Qualified Pension Plan (but determined without regard to any additional age granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan), for each month by which the Participant's first payment under this Plan precedes age 62.

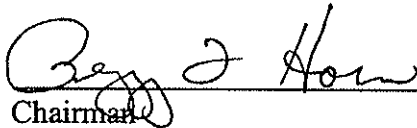
7. The first sentence of Section 4.2(c) of the Plan shall be amended to read as follows:

Monthly early retirement benefit payments in the form of a life annuity shall commence at the same time as the early retirement benefit payable from the Employer's Qualified Pension Plan (as determined without regard to any additional age or service credit granted for purposes of the "Special Retirement Benefit" as defined in Section 5.8(d) of the Qualified Pension Plan), except for Participants not eligible for early retirement under the

Qualified Pension Plan, in which case early retirement benefit payments shall commence on the first of the month following retirement.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the Committee has executed this Fifth Amendment to the Plan as of the 25th day of January, 2000. Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this Fifth Amendment.

CORPORATE RETIREMENT PLAN
ADMINISTRATIVE COMMITTEE

By: 
Chairman

ATTEST:

Date: 1/25/2000


Secretary

**AMENDMENT NUMBER SIX TO
THE COCA-COLA COMPANY
KEY EXECUTIVE RETIREMENT PLAN**

THIS AMENDMENT to The Coca-Cola Company Key Executive Retirement Plan (the "Plan") is adopted by the Corporate Retirement Plan Administrative Committee (the "Committee").

WITNESSETH:

WHEREAS, Section 7.5 of the Plan provides that the Committee may amend the Plan at any time; and

WHEREAS, The Coca-Cola Company (the "Company") wishes to appoint a single administrative committee, known as The Coca-Cola Company Benefits Committee (the "Benefits Committee"), as plan administrator for the majority of its welfare and retirement plans; and

WHEREAS, the Senior Vice President, Human Resources of The Coca-Cola Company has appointed members to the Benefits Committee; and

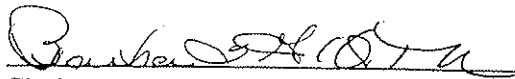
WHEREAS, the Committee wishes to amend the Plan to transfer administration authority of the Plan to the Benefits Committee.

NOW, THEREFORE, the Committee hereby amends the Plan as follows:

Effective the date following the adoption of this Amendment Six, the term "Corporate Retirement Plan Administrative Committee" shall be deleted wherever the same appears and "The Coca-Cola Company Benefits Committee" shall be inserted in lieu thereof.

IN WITNESS WHEREOF, the Committee has adopted this Amendment on the date shown below, but effective as of the dates indicated above.

Corporate Retirement Plan Administrative
Committee

By 
Chairman

Date 2/27/03

**RESOLUTIONS ADOPTED BY
THE CORPORATE RETIREMENT PLAN ADMINISTRATIVE COMMITTEE**

WHEREAS, The Corporate Retirement Plan Administrative Committee (the "Committee") wishes to adopt amendments to the Employee Retirement Plan of The Coca-Cola Company, The Coca-Cola Company Thrift & Investment Plan, The Coca-Cola Company Paw Paw Plant Represented Employees Retirement Plan, The Coca-Cola Company Key Executive Retirement Plan, and The Supplemental Retirement Plan for The Coca-Cola Company Pilots (collectively, the "Plans"); and

WHEREAS, the Committee has the authority to amend such Plans.

THEREFORE BE IT RESOLVED that Amendment Two to the Employee Retirement Plan of The Coca-Cola Company is hereby authorized and approved, substantially in the form attached hereto;

FURTHER BE IT RESOLVED, that Amendment Two to The Coca-Cola Company Thrift & Investment Plan is hereby authorized and approved, substantially in the form attached hereto;

FUTHER BE IT RESOLVED, that Amendment One to The Coca-Cola Company Paw Paw Plant Represented Employees Retirement Plan is hereby authorized and approved, substantially in the form attached hereto;

FURTHER BE IT RESOLVED, that Amendment Six to The Coca-Cola Company Key Executive Retirement Plan is hereby authorized and approved, substantially in the form attached hereto;

FURTHER BE IT RESOLVED, that Amendment Four to The Supplemental Retirement Plan for The Coca-Cola Company Pilots is hereby authorized and approved, substantially in the form attached hereto; and

FURTHER BE IT RESOLVED, that the Chairman hereby is authorized and directed to execute amendments to implement these resolutions, for and in the name of the Committee, and to execute, deliver and file such other documents and take all such other actions as may be deemed necessary, proper or advisable in connection therewith.

THE CORPORATE RETIREMENT PLAN
ADMINISTRATIVE COMMITTEE

By: David M. Teggart

By: Barbara C. H. H. H.

By: _____

By: _____

By: _____

By: _____

Dated: 2/27, 2003

THE CORPORATE RETIREMENT PLAN
ADMINISTRATIVE COMMITTEE

By: Clyde A. Davis

By: _____

By: _____

By: _____

By: _____

By: _____

Dated: 2/27/, 2003

**AMENDMENT SEVEN TO THE COCA-COLA COMPANY KEY EXECUTIVE
RETIREMENT PLAN AS AMENDED AND RESTATED MARCH 11, 1991
EFFECTIVE JANUARY 1, 1990**

THIS AMENDMENT to The Coca-Cola Key Executive Retirement Plan, as amended and restated effective January 1, 1990 by indenture dated March 11, 1991 (the "Plan") Company Supplemental Benefit Plan (the "Plan") is adopted by The Coca-Cola Company Benefits Committee (the "Committee").

W I T N E S S E T H:

WHEREAS, Section 7.5 of the Plan provides that the Committee may amend the Plan at any time;

WHEREAS, the Committee wishes to amend the Plan to suspend Plan benefits upon reemployment of a participant;

NOW, THEREFORE, the Committee hereby amends the Plan as follows:

1.

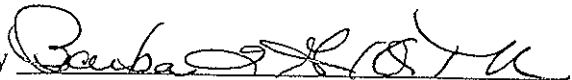
Effective June 1, 2004, a new section 4.7 shall be added as follows:

4.7 Reemployment of a Participant After Commencing Benefits.

If a Participant is reemployed by the Company or any subsidiary of the Company in which the Company owns, directly or indirectly, an ownership interest of 80% or more, benefit payments will be suspended. Notwithstanding any other provision of the Plan, the Participant shall not participate in, be credited with any Benefit Service, or accrue any additional benefits under this Plan during the period of reemployment. Any Pay received during reemployment shall not be considered Pay and shall not be taken into account in determining Final Average Pay.

IN WITNESS WHEREOF, the Committee has adopted this Amendment Seven on the date shown below, but effective as of the dates indicated above.

The Coca-Cola Company Benefits
Committee

By 

Date 7/28/2004

E
X
H
I
B
I
T

2

From: Julie Bellem jbellem@na.ko.com
Subject: Re: Follow Up
Date: March 17, 2011 at 11:17 AM
To: het@teasley.org

JB

Hi Mr. Teasley,

I am following up with you today as I have received information regarding your retirement plan benefits.

For the Key Retirement Plan, you have a Joint & Survivor 100% benefit effective 4/1/1996. Your spouse at death is entitled to 100% of the benefit under the Key Plan. Note that this is the payment paid by the Company.

For the Pension Plan, you elected a Joint & Survivor 100% benefit effective 4/1/1996. Your designated beneficiary on the Benefit Commencement Date is the only beneficiary. Thus, your new spouse will not receive a benefit. Upon your death, there will be no further benefits payable under the Pension Plan. Note that this is the payment paid by Northern Trust.

Please let me know if you have any questions.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@na.ko.com

From: Julie Bellem/US/NA/TCCC
To: het@teasley.org
Date: 03/15/2011 04:29 PM
Subject: Follow Up

Hello Mr. Teasley,

I hope this message finds you well. I am following up with you today as I have researched your request regarding your future wife's benefits and would like to share my findings.

You are able to add your spouse to your medical plan. You must notify me within 60 days of your wedding date. I will process your request through the Benefits Center.

I am currently researching the Retirement Plan benefits and will follow up with you when I have more information.

Please feel free to contact me if you have any questions.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632

Fax: 404-598-3632
Email: jbellem@na.ko.com



In 2011, Coca-Cola marks 125 years of sharing happiness and refreshment with friends, families and communities around the world. Thank you for making Coca-Cola a special part of your everyday life. [Explore the heritage of Coca-Cola.](#)

CONFIDENTIALITY NOTICE

This message (including any attachments) contains information that may be confidential. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and destroy all copies of the original message (including any attachments).

CONFIDENTIALITY NOTICE

This message (including any attachments) contains information that may be confidential. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and destroy all copies of the original message (including any attachments).

E
X
H
I
B
I
T

3

From: Julie Bellem jbellem@coca-cola.com
Subject: RE: Follow Up
Date: 20 December 2011 at 22:51
To: Harry Teasley het@teasley.org



Hi Harry,

I am emailing you to confirm that Merrill Lynch has processed this request for you. Anna's information is in their system.

I hope you have wonderful holidays.

Please let me know if you need any further assistance.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@coca-cola.com

From: Harry Teasley [mailto:het@teasley.org]
Sent: Tuesday, December 20, 2011 4:32 PM
To: Julie Bellem
Subject: Re: Follow Up

Dear Julie,

What is the status of confirming that my wife, Anna, is covered by key retirement plan?

Many thanks,

Harry Teasley
On Nov 8, 2011, at 4:46 PM, Julie Bellem wrote:

Hi Harry,

I am emailing you to provide a status on your request. The Benefits Center has confirmed that Anna has been added to your medical and dental coverage. I am still waiting for confirmation regarding the key retirement plan. I will follow up with you when I receive more information.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager

The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@coca-cola.com

From: Harry Teasley [mailto:het@teasley.org]
Sent: Tuesday, November 01, 2011 2:15 PM
To: Julie Bellem
Subject: Re: Follow Up

Dear Julie,

Yes I wish to add Anna to both the medical and dental plans.

Harry Teasley
On Nov 1, 2011, at 1:51 PM, Julie Bellem wrote:

Hi Harry,

Please confirm that you would like to add Anna to both the medical and dental health plans.

By adding Anna to your medical plan, you will see a \$75 increase to your current premium. By adding Anna to your dental plan, you will see an additional \$10 increase to your premium.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@coca-cola.com

From: Harry Teasley [mailto:het@teasley.org]
Sent: Tuesday, November 01, 2011 8:09 AM
To: Julie Bellem
Cc: Gervait Anna
Subject: Re: Follow Up

Dear Julie,

By copy of t his e-mail I am providIng the information which you requested. I have scanned her two page civil status document from Switzerland.

Harry E. Teasley, Jr

On Oct 31, 2011, at 3:33 PM, Julie Bellem wrote:

Hi Harry,

I am working with our vendors to process your request and need the following information from you:

- Your spouse's date of birth
REDACTED
- Confirm whether your spouse is medicare eligible
She is not medicare eligible
- Your spouse's social security number
REDACTED
- Confirm your spouse's married name
Anna Veronika (Gervait) Teasley
- A copy of your spouse's birth certificate
Page 1 follows:
<image001.jpg>

PAGE 2 FOLLOWS:

<image002.jpg>

I appreciate your assistance in providing this information.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@coca-cola.com

From: Harry Teasley [mailto:het@teasley.org]
Sent: Saturday, October 29, 2011 2:21 PM
To: Julie Bellem
Cc: Gervait Anna
Subject: Re: Follow Up

Dear Ms. Bellem,

As you requested in the accompanying e-mail, this is to advise that, on

October 22, 2011, I married Anna V. Gervait. Our marriage took place in Tampa, Hillsborough County, Florida.

Please advise on the information you will require to enroll Anna as a spouse on my medical plan and be made my spouse under the Key Retirement plan. Will, for instance, you require a certified copy of the marriage certificate? Do you need her social security number? Anna is currently a Swiss citizen. Do you need a copy of her passport?

Many thanks,

Harry Teasley

On Mar 15, 2011, at 4:29 PM, Julie Bellem wrote:

Hello Mr. Teasley,

I hope this message finds you well. I am following up with you today as I have researched your request regarding your future wife's benefits and would like to share my findings.

You are able to add your spouse to your medical plan. You must notify me within 60 days of your wedding date. I will process your request through the Benefits Center.

I am currently researching the Retirement Plan benefits and will follow up with you when I have more information.

Please feel free to contact me if you have any questions.

Kind regards,
Julie

Julie L. Bellem
GBS HR Operations, Executive Services Manager
The Coca-Cola Company
P.O. Box 1734, TCP 1135
Atlanta, Georgia 30301
Phone: 404-676-3632
Fax: 404-598-3632
Email: jbellem@na.ko.com

<Mail Attachment.gif>

In 2011, Coca-Cola marks 125 years of sharing happiness and refreshment with friends, families and communities around the world. Thank you for making Coca-Cola a special part of your everyday life. [Explore the heritage of Coca-Cola.](#)

This message (including any attachments) contains information that may be confidential. Unless you are the intended recipient (or authorized to receive for the intended recipient), you may not read, print, retain, use, copy, distribute or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and destroy all copies of the original message (including any attachments).

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

E
X
H
I
B
I
T

4

March 29, 1996

TO: Anne Allen *[Signature]*
FROM: Peggy Horn *[Signature]*
SUBJECT: Harry Teasley - **REDACTED**

I have calculated the pension benefits for Harry Teasley as of April 1, 1996. He is entitled to receive \$34,648.19 a month for life with a 100% survivor benefit for his spouse. I have estimated the breakdown between ERP and Key Executive as follows:

ERP	\$ 5,068.00
Key Executive	<u>29,580.19</u>
Total	\$34,648.19

c: Lynne Steindel

Mr. Harry Teasley ✓

E
X
H
I
B
I
T

5

RE: Harry E. Teasley, Jr. HLP-20230915908 CRM:0666000001634

Coca-Cola Help <x39129@coca-cola.com>

Mon 15/12/2023 23:58

À :Harry E Teasley <avteasley@hotmail.com>

Hello,

I hope you are doing well.

Based on the information that I received, our retirement team has advised that:

Please inform that the participant had already commenced his benefits (1/1/2008) and elected a beneficiary for the benefit. Mr. Teasley's beneficiary for his NQ pension was a first wife who predeceased him. Due to that beneficiary predeceasing the participant, there are no further benefits due. No further action needed by Pension.

Unfortunately in this case modifications cannot be made and you cannot be added as a beneficiary.

Kind regards,

Francinny Marin | HR Help Customer Care Specialist

Coca-Cola People Services

hrhelp@coca-cola.com

----- Original Message -----

From: Harry E Teasley <avteasley@hotmail.com>;

Received: Wed Dec 13 2023 06:21:03 GMT-0600 (Central Standard Time)

To: Coca-Cola Help <x39129@coca-cola.com>; Coca-Cola Help <x39129@coca-cola.com>;

Subject: Harry E. Teasley, Jr. HLP-20230915908 CRM:0666000001634

ATTENTION: This email was sent from outside the company. Do not click links or open files unless you know it is safe. Forward malicious emails to phish@coca-cola.com.

Dear Francinny,

Email 9 contains my personal data as requested by Ms. Julie Bellem.

Email 10 my late husband's confirming that I be added to the healthcare plan (dental included) which has all been cancelled when Via Benefits took over.

Email 11 (the last email) Ms. Julie Bellem, in response to my late husband's inquiry of December 20th 2011, confirms that I am indeed listed as recipient of his Key Executive Pension upon his passing.

In advance I thank you for your help in this matter and I look forward to it being resolved according to my late husband's wishes, honoring all the effort he put into it.

With best regards,

Anna Teasley
+ 41 79 137 7022

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.

JS44 (Rev. 9/2024 NDGA)

CIVIL COVER SHEET

1:25-cv-2738 AT 791 29:1132

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Anna Teasley Gervait

DEFENDANT(S)THE COCA-COLA COMPANY and THE COCA-COLA
BENEFITS COMMITTEE

**(b) COUNTY OF RESIDENCE OF FIRST LISTED
PLAINTIFF** Switzerland
(EXCEPT IN U.S. PLAINTIFF CASES)

**COUNTY OF RESIDENCE OF FIRST LISTED
DEFENDANT** Fulton
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

David G.H. Brackett and Michael R. Baumrind
BONDURANT, MIXSON AND ELMORE, LLP One
Atlanta Center; 1201 West Peachtree Street, NW
Suite 3900; brackett@bmelaw.com
baumrind@bmelaw.com

ATTORNEYS (IF KNOWN)**II. BASIS OF JURISDICTION**

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. GOVERNMENT PLAINTIFF
☐ 2 U.S. GOVERNMENT DEFENDANT
☒ 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
☐ 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(FOR DIVERSITY CASES ONLY)

- | PLF | DEF | PLF | DEF |
|----------------------------|----------------------------|----------------------------|---|
| ☐ 1 | ☐ 1 | ☐ 4 | ☐ 4 |
| | | | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| ☐ 2 | ☐ 2 | ☐ 5 | ☐ 5 |
| | | | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| ☐ 3 | ☐ 3 | ☐ 6 | ☐ 6 |
| | | | FOREIGN NATION |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 ORIGINAL PROCEEDING
☐ 2 REMOVED FROM STATE COURT
☐ 3 REMANDED FROM APPELLATE COURT
☐ 4 REINSTATED OR REOPENED
☐ 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
☐ 6 MULTIDISTRICT LITIGATION - TRANSFER
☐ 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
☐ 8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

- ☐ YES ☒ NO Does the relief requested in the complaint or petition seek to bar or mandate statewide and/or nationwide enforcement of a state and/or federal law, including a rule, regulation, policy, or order of the executive branch or a state and/or federal agency, whether by declaratory judgment and/or any form of injunctive relief?

(IF COMPLEX, CHECK REASON BELOW)

- | | |
|---|---|
| ☐ 1. Unusually large number of parties. | ☐ 6. Problems locating or preserving evidence |
| ☐ 2. Unusually large number of claims or defenses. | ☐ 7. Pending parallel investigations or actions by government. |
| ☐ 3. Factual issues are exceptionally complex | ☐ 8. Multiple use of experts. |
| ☐ 4. Greater than normal volume of evidence. | ☐ 9. Need for discovery outside United States boundaries. |
| ☐ 5. Extended discovery period is needed. | ☐ 10. Existence of highly technical issues and proof. |

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ (Referral)	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)**CONTRACT - "0" MONTHS DISCOVERY TRACK**

- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- ☐ 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 151 MEDICARE ACT
- ☐ 160 STOCKHOLDERS' SUITS
- ☐ 190 OTHER CONTRACT
- ☐ 195 CONTRACT PRODUCT LIABILITY
- ☐ 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- ☐ 210 LAND CONDEMNATION
- ☐ 220 FORECLOSURE
- ☐ 230 RENT LEASE & EJECTMENT
- ☐ 240 TORTS TO LAND
- ☐ 245 TORT PRODUCT LIABILITY
- ☐ 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- ☐ 310 AIRPLANE
- ☐ 315 AIRPLANE PRODUCT LIABILITY
- ☐ 320 ASSAULT, LIBEL & SLANDER
- ☐ 330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 340 MARINE
- ☐ 345 MARINE PRODUCT LIABILITY
- ☐ 350 MOTOR VEHICLE
- ☐ 355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 360 OTHER PERSONAL INJURY
- ☐ 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- ☐ 365 PERSONAL INJURY - PRODUCT LIABILITY
- ☐ 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- ☐ 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- ☐ 370 OTHER FRAUD
- ☐ 371 TRUTH IN LENDING
- ☐ 380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- ☐ 422 APPEAL 28 USC 158
- ☐ 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- ☐ 440 OTHER CIVIL RIGHTS
- ☐ 441 VOTING
- ☐ 442 EMPLOYMENT
- ☐ 443 HOUSING/ ACCOMMODATIONS
- ☐ 445 AMERICANS with DISABILITIES - Employment
- ☐ 446 AMERICANS with DISABILITIES - Other
- ☐ 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- ☐ 462 NATURALIZATION APPLICATION
- ☐ 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- ☐ 463 HABEAS CORPUS- Alien Detainee
- ☐ 510 MOTIONS TO VACATE SENTENCE
- ☐ 530 HABEAS CORPUS
- ☐ 535 HABEAS CORPUS DEATH PENALTY
- ☐ 540 MANDAMUS & OTHER
- ☐ 550 CIVIL RIGHTS - Filed Pro se
- ☐ 555 PRISON CONDITION(S) - Filed Pro se
- ☐ 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- ☐ 550 CIVIL RIGHTS - Filed by Counsel
- ☐ 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- ☐ 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- ☐ 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- ☐ 710 FAIR LABOR STANDARDS ACT
- ☐ 720 LABOR/MGMT. RELATIONS
- ☐ 740 RAILWAY LABOR ACT
- ☐ 751 FAMILY and MEDICAL LEAVE ACT
- ☐ 790 OTHER LABOR LITIGATION
- ☒ 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- ☐ 820 COPYRIGHTS
- ☐ 840 TRADEMARK
- ☐ 880 DEFEND TRADE SECRETS ACT OF 2016 (DTSA)

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- ☐ 830 PATENT
- ☐ 835 PATENT-ABBREVIATED NEW DRUG APPLICATIONS (ANDA) - a/k/a Hatch-Waxman cases

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- ☐ 861 HIA (1395ff)
- ☐ 862 BLACK LUNG (923)
- ☐ 863 DIWC (405(g))
- ☐ 863 DIWW (405(g))
- ☐ 864 SSDI TITLE XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- ☐ 870 TAXES (U.S. Plaintiff or Defendant)
- ☐ 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- ☐ 375 FALSE CLAIMS ACT
- ☐ 376 Qui Tam 31 USC 3729(a)
- ☐ 400 STATE REAPPORTIONMENT
- ☐ 430 BANKS AND BANKING
- ☐ 450 COMMERCE/ICC RATES/ETC.
- ☐ 460 DEPORTATION
- ☐ 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- ☐ 480 CONSUMER CREDIT
- ☐ 485 TELEPHONE CONSUMER PROTECTION ACT
- ☐ 490 CABLE/SATELLITE TV
- ☐ 890 OTHER STATUTORY ACTIONS
- ☐ 891 AGRICULTURAL ACTS
- ☐ 893 ENVIRONMENTAL MATTERS
- ☐ 895 FREEDOM OF INFORMATION ACT 899
- ☐ 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- ☐ 410 ANTITRUST
- ☐ 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- ☐ 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND ☒ YES ☐ NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- ☐ 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- ☐ 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- ☐ 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- ☐ 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

- ☐ 7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case ☐ IS ☐ IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

SIGNATURE OF ATTORNEY OF RECORD

DATE

May 16, 2025