

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **November 17, 2016**

MOLSON COORS BREWING COMPANY

(Exact name of registrant as specified in its charter)

Commission File Number: 1-14829

Delaware
(State or other jurisdiction
of incorporation)

84-0178360
(IRS Employer
Identification No.)

1801 California Street, Suite 4600, Denver, Colorado 80202
1555 Notre Dame Street East, Montréal, Québec, Canada, H2L 2R5
(Address of principal executive offices, including zip code)

(303) 927-2337 / (514) 521-1786
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 17, 2016, Mauricio Restrepo resigned from his position as Chief Financial Officer of Molson Coors Brewing Company (the “Company”), effective immediately. Mr. Restrepo resigned because of matters regarding personal conduct unrelated to the operations or financial statements of the Company. A copy of a Separation and General Release Agreement between the Company and Mr. Restrepo is attached hereto as Exhibit 10.1.

On November 17, 2016, the Company appointed Tracey Joubert, age 49, as its Chief Financial Officer. Ms. Joubert is currently the Executive Vice President and Chief Financial Officer of MillerCoors LLC, the Company’s wholly-owned subsidiary. Prior to entering that role in 2012, Ms. Joubert was vice president of finance, planning & analysis and controller, a position she held since the formation of MillerCoors in 2008. The Company has not yet determined Ms. Joubert’s compensation. The Company’s press release announcing Ms. Joubert’s appointment is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Separation and General Release Agreement dated November 17, 2016
99.1	Press Release of Molson Coors Brewing Company dated November 17, 2016.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MOLSON COORS BREWING COMPANY

Date: November 17, 2016

By: /s/ E. Lee Reichert

E. Lee Reichert

Deputy Chief Legal Officer and Secretary

Exhibit Index

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SEPARATION AND GENERAL RELEASE AGREEMENT

This SEPARATION AND GENERAL RELEASE AGREEMENT (the “Agreement”), effective as of the latest date of the Parties’ signatures below (the “Effective Date”), is by and between Molson Coors Brewing Company (the “Company”) and Mauricio Restrepo (“Executive”) (each a “Party” and collectively the “Parties”).

1. **Resignation**. After the Company learned of certain personal conduct by Executive that violated the Company’s policies, Executive agreed to resign his employment as the Company’s Chief Financial Officer and all other positions with the Company and all of its affiliates, including any position as an officer or director of any such entities. The Company accepts Executive’s resignation effective immediately upon the execution of this Agreement, and Executive acknowledges and agrees that Executive shall have no further role or relationship with the Company. If any other documentation is necessary to properly effectuate Executive’s resignations, Executive agrees to cooperate reasonably and promptly in executing and delivering it at the Company’s request.

2. **Consideration**.

(a) Provided that Executive executes this Agreement, complies with Executive’s obligations as set forth herein, and does not revoke Executive’s ADEA Release (as defined below), the Executive will repay the Company the amounts, up to \$1,200,000, paid by the Company to Executive or his former employer as part of his sign-on bonus and relocation benefit expenses, which is currently estimated at \$776,149.38, pursuant to Executive’s original offer prior to the earlier of: (i) the sale of Executive’s home in Colorado, or (ii) September 1, 2017, in lieu of the payment schedule set forth in the original offer letter.

(b) For his part, Executive agrees to the provisions contained in Sections 3, 4, 5, 6 and 7 and elsewhere in this Agreement.

3. **General Release and Agreement Not to Sue**.

(a) In exchange for the consideration described in Section 2 above, Executive (defined for the purpose of this Section as Executive and Executive’s agents, representatives, attorneys, assigns, heirs, executors, and administrators) fully and unconditionally release the “**Released Parties**” (defined as (i) the Company, and its respective past, present, and future parents, divisions, subsidiaries, partnerships, affiliates, and other related entities (whether or not they are wholly owned); (ii) the past, present, and future owners, trustees, fiduciaries, administrators, shareholders, directors, officers, partners, agents, representatives, members, executives, and attorneys of each entity listed in subpart (i) above; and (iii) the predecessors, successors, and assigns of each entity listed in subparts (i) and (ii) above) from, and agrees not to bring any action, proceeding or suit against any of the Released Parties regarding, any and all known or unknown claims, causes of action, liabilities, damages, fees, or remunerations of any sort, arising or that may have arisen out of or in connection with Executive’s employment with or resignation of employment from the Company at any time up to and including the Effective Date, including but not limited to:

(i) claims for violation of any written or unwritten contract, offer letter, agreement, policy, benefit plan, retirement or pension plan, long-term or short-term equity incentive or option plan, severance plan, or covenant of any kind, or failure to pay wages, bonuses, Executive benefits, other compensation, attorneys’ fees, damages, or any other remuneration (including any equity, ownership interest; and/or

(ii) claims for discrimination, harassment, or retaliation on the basis of any characteristic protected under law, including but not limited to race, color, national origin, sex, sexual orientation, religion, disability, marital or parental status, age, union activity or other protected activity; and/or

(iii) claims for violation of, or denial of protection or benefits under, any statute, ordinance, executive order, or regulation, including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Workers' Adjustment and Retraining Notification, the Executive Retirement Income Security Act of 1974, the Equal Pay Act, the Family and Medical Leave Act, the National Labor Relations Act, the Rehabilitation Act of 1973, the Pregnancy Discrimination Act, Sections 1981 through 1988 of Title 42 of the United States Code, the Genetic Information Nondiscrimination Act, or any other federal, state or local statute, ordinance, or regulation regarding employment, termination of employment, or discrimination in employment; and/or

(iv) claims for violation of any public policy or common law of any state relating to employment or personal injury, including but not limited to claims for wrongful discharge, defamation, invasion of privacy, infliction of emotional distress, negligence, interference with contract.

(b) Without limiting the foregoing, Executive hereby acknowledges that the release of claims in this Section includes all claims Executive has or may have against the Released Parties, whether known or unknown, that can be lawfully released. Executive fully understands that if the facts with respect to this Agreement are found hereafter to be other than or different from the facts now believed by Executive to be true, Executive expressly accepts and assumes the risk of such possible difference in fact and agrees that this Agreement shall be and remain effective, notwithstanding any such difference. This Agreement is executed voluntarily by Executive with full knowledge of its significance and legal effect.

(c) Executive affirms that as of the Effective Date, Executive has not instituted any action or proceeding covered by this Section against any of the Released Parties. Nothing in the foregoing shall: (i) prohibit Executive from filing a charge or making a report with an administrative agency or from filing a claim that Executive cannot waive by law, or (ii) require Executive to inform the Company if he files such a charge or claim or makes such a report.

(d) Notwithstanding anything herein to the contrary, this Agreement shall not apply to the Executive's rights of indemnification and any directors and officers liability insurance coverage to which he was entitled immediately prior to November 17, 2016 with regard to his service as an officer of the Company.

4. Confidentiality. Executive agrees at all times to hold in strictest confidence, and not to use or disclose to any person, firm, or corporation, without approval of the Company, any confidential information of the Company, except as required by law pursuant to a legal subpoena or other similar process, or as part of a governmental inspection or investigation. Executive understands that “ **Confidential Information** ” means any non-public information that relates to the actual or anticipated business or research and development of the Company, or other Released Parties, proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, business plans, sales strategy, or other financial information or projections, suppliers, business and investment partners, client lists, advisory board lists, confidential information about

business partners, confidential, proprietary, and similarly designated information owned or controlled by third parties that becomes known to Executive as a result of his employment with or service for the Company, software, developments, inventions, processes, formulas, prices and costs, technology, designs, drawings, pricing, engineering, hardware configuration information, marketing, finances, forecasts or other non-public business information. If Executive is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Executive shall provide the Company with written notice of such requirement as soon as practicable after learning of it, and before providing any requested information, shall furnish only that portion of the Confidential Information which Executive is advised by counsel is legally required and only in the manner legally required, and shall exercise his best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Any individual who files a lawsuit for retaliation by a company for reporting a suspected violation of law or reports possible violations of federal law or regulation to a governmental agency or entity may disclose the trade secret to the attorney of the individual and use the trade secret information in the administrative or court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to administrative or court order.

5. Cooperation. Executive agrees after Executive's resignation to cooperate at the Company's request with any investigations, threats of litigation, or claims or lawsuits involving the Released Parties on matters regarding which Executive had some knowledge or responsibility. Executive shall make himself reasonably available at the Company's request for any investigation or litigation, including specifically, but not exclusively, preparation for depositions and trial. Executive agrees not to assist or provide information in any private litigation against the Released Parties, except as required under law or formal legal process, and only after first giving notice to the Company to allow the Company to take action with respect to any request for information or assistance by anyone. Notwithstanding anything to the contrary, nothing in this Agreement shall restrict or preclude Executive from, or otherwise influence Executive in, reporting possible violations of federal law or regulation to a governmental agency or entity, or participating in or testifying fully and truthfully in legal or administrative proceedings against the Related Parties.

6. Non-Disparagement. Executive agrees that Executive will not directly or indirectly, orally or in writing, make or release any disparaging or false communication or information, or cause or encourage others to make or release any disparaging or false communication or information regarding the Released Parties, and/or the Company's policies or practices. Executive also agrees not to engage in any contact with any media, industry organization, groups or professionals or other third parties regarding the Released Parties, and/or the Company's policies or practices, without the prior written consent of the Company's Board of Directors.

7. Return of Property. Executive represents and agrees that, as of the date of this Agreement, Executive has delivered or will deliver to the Company (and will not keep in Executive's possession, recreate, or deliver to anyone else) any and all of the Company's property, including, but not limited to, any and all Confidential Information (electronic or otherwise), computers, cell phones, access cards, keys, equipment, devices, records, data, notes, reports, proposals, lists, correspondence, other documents or property, or reproductions of any aforementioned items, whether in written, electronic or other form, obtained or developed by Executive pursuant to Executive's employment with the Company or otherwise belonging to the Company.

8. Governing Law; Venue; Jurisdiction . This Agreement is made and entered into in the State of Colorado and in all respects will be interpreted, enforced, and governed by the laws of the State of Colorado, and construed in accordance therewith, without giving effect to principles of conflicts of laws. Executive hereby irrevocably waive Executive's rights, if any, to have the laws of any other state other than the State of Colorado apply to this Agreement or Executive's employment with the Company or his resignation from the Company. Executive expressly agrees to submit to the exclusive jurisdiction and exclusive venue of courts located in the State of Colorado in connection with any litigation which may be brought with respect to a dispute between the Parties, regardless of where Executive resides or where Executive performed services for the Company. Executive further irrevocably covenants not to sue the Company in any jurisdiction or venue other than a court in the State of Colorado. If Executive fails to repay the sign-on bonus and relocation benefit expenses in accordance with the timeframe set forth in Section 2, then, in addition to other rights or remedies that the Company may have under this Agreement or applicable law, Executive authorizes and empowers the Company and any attorney or clerk of any competent court of record to appear for Executive and confess judgment against the Executive without prior notice or opportunity for prior hearing, in favor of the Company for an amount equal to the unpaid balance due to the Company.

9. Revocation Period . Executive has the right to revoke this Agreement, solely with regard to Executive's release of claims under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act (the "**ADEA Release**"), for up to seven (7) days after Executive signs it. In order to revoke Executive's ADEA Release, Executive must sign and send a written notice of the decision to do so, addressed to Sam Walker , Chief Legal and Corporate Affairs Officer, and that written notice must be received by the Company no later than the eighth day after Executive executes this Agreement. If Executive revokes the ADEA Release, Executive will not be entitled to any of the consideration provided in Section 2 of this Agreement.

10. Knowing and Voluntary Waiver . Executive acknowledges that (i) Executive has carefully read this Agreement and fully understands its meaning; (ii) Executive had the opportunity to take up to twenty-one (21) days after receiving this Agreement to decide whether to sign it; (iii) the Company is herein advising Executive, in writing, to consult with an attorney before signing it; (iv) Executive is signing this Agreement, knowingly, voluntarily, and without any coercion or duress; (v) Executive has been given seven (7) days to revoke the ADEA Release following execution of this Agreement; and (vi) everything Executive is receiving for signing this Agreement is described in the Agreement itself, and no other promises or representations have been made to cause Executive to sign it.

11. Severability . In the event that any one or more of the provisions contained in this Agreement, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

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EXECUTIVE ACKNOWLEDGES THAT EXECUTIVE HAS READ THIS ENTIRE AGREEMENT CAREFULLY, AS THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS (AS ALLOWED BY LAW) WHICH EXECUTIVE MAY HAVE AGAINST THE RELEASED PARTIES, INCLUDING CLAIMS PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

ACCEPTED AND AGREED:

MAURICIO RESTREPO

MOLSON COORS BREWING COMPANY

/s/ Mauricio Restrepo
Date: November 17, 2016

By: /s/ Samuel D. Walker
Name: Samuel D. Walker
Its: Chief Legal and Corporate Affairs Officer
Date: November 17, 2016



Tracey Joubert Appointed Molson Coors New Chief Financial Officer

DENVER, Colo., and MONTREAL, Quebec – November 17, 2016 – Molson Coors Brewing Company (NYSE: TAP; TSX: TPX), today announced that Tracey Joubert, current Chief Financial Officer of the Company’s US business, has been appointed as Molson Coors’ new Chief Financial Officer, effective immediately.

President and Chief Executive Officer of Molson Coors, Mark Hunter, stated, “We are very excited to have Tracey join our executive leadership team as our new CFO. I have had the privilege of working closely with Tracey for several years and am confident she is very knowledgeable about the Molson Coors organization, our commercial strategy and where we are heading as a bigger, better business. We are also fortunate that she is well known to our investor community as a highly qualified and respected financial leader who has overseen the successful growth of our US business. We fully expect this to be a seamless transition as we continue to accelerate our First Choice agenda and deliver long term shareholder value.”

New Chief Financial Officer of Molson Coors, Tracey Joubert, said, “I am excited to lead the finance function at Molson Coors. I am very familiar with the company and very supportive of its plans. With the full acquisition of MillerCoors, it’s a critical point in the bigger and stronger Molson Coors and I am ready to bring the financial discipline and leadership necessary to deliver the growth our employees and shareholders expect.”

Joubert has served as Executive Vice President and Chief Financial Officer for MillerCoors since 2012. Previously, she was Vice President of finance, planning & analysis and controller for MillerCoors and before that as Director of finance and group services at Miller Brewing Company. She came to Miller from SAB Limited in Johannesburg, South Africa, where she served as financial manager, technical accounting, and was later promoted to financial manager, finance services. Prior to joining SAB Limited, she was financial manager at Barloworld, Ltd. and articulated at KPMG South Africa. Joubert holds bachelor’s degrees in commerce and accounting from the University of Witwatersrand in South Africa. She also serves on the Board of Directors of the Terrapin Beer Company and Coors Distributing Company.

Mauricio Restrepo has resigned from his position as Chief Financial Officer of Molson Coors Brewing Company, effective immediately. Mr. Restrepo resigned because of matters regarding personal conduct unrelated to the operations or financial statements of the Company.

CONTACTS:

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Overview of Molson Coors

With a story that starts in 1774, Molson Coors has spent centuries defining brewing greatness. As the third largest global brewer, Molson Coors works to deliver extraordinary brands that delight the world’s beer drinkers. From Coors Light, Miller Lite, Carling, Staropramen and Sharp’s Doom Bar to Leinenkugel’s Summer Shandy, Blue Moon Belgian White, Pilsner Urquell, Creemore Springs Premium Lager and Smith & Forge Hard Cider, Molson Coors offers a beer for every beer lover.

Molson Coors operates through Molson Coors Canada, MillerCoors, Molson Coors Europe and Molson Coors International. The company is not only committed to brewing extraordinary beers, but also running a business focused on respect for its employees, communities and drinkers, which means corporate responsibility and accountability right from the start. It has been listed on the Dow Jones Sustainability World Index for the past five years. To learn more about Molson Coors Brewing Company, visit molsoncoors.com, ourbeerprint.com or on Twitter through [@MolsonCoors](https://twitter.com/MolsonCoors).

Forward-Looking Statements

This press release includes statements that constitute "forward-looking statements" within the meaning of the U.S. federal securities laws. Generally, the words "believe," "expect," "intend," "anticipate," "project," "will," and similar expressions identify forward-looking statements, which generally are not historic in nature. Although the Company believes that the assumptions upon which its forward-looking statements are based are reasonable, it can give no assurance that these assumptions will prove to be correct. Important factors that could cause actual results to differ materially from the Company's historical experience, and present projections and expectations are disclosed in the Company's filings with the Securities and Exchange Commission ("SEC"). These factors include, among others, our ability to successfully integrate the acquisition of MillerCoors; our ability to achieve expected tax benefits, accretion and cost savings and synergies; impact of increased competition resulting from further consolidation of brewers, competitive pricing and product pressures; health of the beer industry and our brands in our markets; economic conditions in our markets; additional impairment charges; our ability to maintain manufacturer/distribution agreements; changes in our supply chain system; availability or increase in the cost of packaging materials; success of our joint ventures; risks relating to operations in developing and emerging markets; changes in legal and regulatory requirements, including the regulation of distribution systems; fluctuations in foreign currency exchange rates; increase in the cost of commodities used in the business; the impact of climate change and the availability and quality of water; loss or closure of a major brewery or other key facility; our ability to implement our strategic initiatives, including executing and realizing cost savings; our ability to successfully integrate newly acquired businesses; pension plan costs; failure to comply with debt covenants or deterioration in our credit rating; our ability to maintain good labor relations; our ability to maintain brand image, reputation and product quality; lack of full-control over the operations of MillerCoors and other risks discussed in our filings with the SEC, including our most recent Annual Report on Form 10-K. All forward-looking statements in this press release are expressly qualified by such cautionary statements and by reference to the underlying assumptions. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. We do not undertake to update forward-looking statements, whether as a result of new information, future events or otherwise.