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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

HENRY CARDIEL, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

MILLERCOORS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 2:19-cv-01727

[Los Angeles County Superior Court Case No. 19STCV02979]

DEFENDANT'S NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT

Filed Under Separate Cover:

DECLARATION OF JAMES GRAHAM

Complaint Filed: January 29, 2019
Complaint Served: February 7, 2019

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that Defendant MILLERCOORS LLC ("Defendant"), by and through its counsel of record, hereby removes the above-entitled action from the Superior Court of the State of California in and for the County of Los Angeles (the "State Court"), in which the action is currently pending, to the United States District Court for the Central District of California, on the grounds that this Court has original jurisdiction over this civil action pursuant to 28 U.S.C. § 1331 and § 1446 and all other applicable bases for removal. In support of this Notice of Removal, Defendant avers as follows:

PLEADING AND PROCEDURES

1. On January 29, 2019, Plaintiff HENRY CARDIEL ("Plaintiff") filed a Complaint for Representative Action Penalties Under Private Attorneys General Act, Labor Code § 2698 *et seq.* (the "Complaint"), against Defendant in the State Court, styled as *Henry Cardiel, an individual, on behalf of himself and others similarly situated v. MillerCoors LLC, a Delaware limited liability company, and DOES 1 through 50, inclusive*, Case No. 19STCV02979 (the "State Court Action"). A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

2. On February 7, 2019, Defendant's registered agent for service of process was personally served with a copy of the Summons and Complaint. True and correct copies of the Summons, Complaint, and every other process, pleading, and order served on Defendant in this action to date are attached hereto as the Exhibits identified below:

Exhibit	Document
A	Complaint
B	Summons on Complaint
C	Civil Case Cover Sheet

D	Civil Cover Sheet Addendum and Statement of Location
E	Notice of Case Assignment

3. Defendant is informed and believes that the following additional documents are also on file in the State Court Action, true and correct copies of which are attached hereto as the Exhibits identified below:

Exhibit	**Document**
F	Notice of Case Management Conference
G	Order to Show Cause Re: Failure to File Proof of Service
H	Proof of Service of Summons
I	Plaintiff's Notice of Case Management Conference

4. Defendant is informed and believes that the aforementioned documents and exhibits constitute all of the process, pleadings, and orders on file in the State Court Action.

5. Defendant is informed and believes that it is the only defendant which has been properly served with process in the State Court Action. Defendants Does 1 through 50 have yet to be identified and are therefore disregarded for the purposes of this removal. *See* 28 U.S.C. § 1441(b)(1). As such, Defendant is the only defendant needed to consent to this removal.

REMOVAL JURISDICTION – FEDERAL QUESTION

6. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331 and § 1446, and all other applicable bases for removal, and it is one that may be removed to this Court because it involves claims and/or issues arising in whole or in part under the Constitution, laws, or treaties of the United States.

Federal Question Jurisdiction

7. A cause of action under federal law exists for purposes of original jurisdiction and removal if the plaintiff's "well-pleaded complaint" presents a federal issue. *See, e.g.*, *Franchise Tax Bd. v. Constr. Laborers Vacation Trust*, 463 U.S. 1, 9-10 (1983). Although the "well-pleaded complaint rule" generally allows a plaintiff

to avoid federal jurisdiction by relying exclusively on state law, there is a well-recognized corollary to that rule: the complete preemption doctrine. *See Caterpillar, Inc. v. Williams*, 482 U.S. 386, 386-87 (1987). "Under the complete preemption doctrine, the preemptive force of a federal statute converts an ordinary state common-law complaint into one stating a federal claim for purposes of the well-pleaded complaint." *Ayala v. Destination Shuttle Servs. LLC*, 2013 WL 12092284, at *2 (C.D. Cal., Nov. 1, 2013) (Feess, J.).

8. Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 (the "LMRA"), is a federal statute that can have complete preemptive force. *See Avco v. Aero Lodge No. 735*, 390 U.S. 557, 558-62 (1968). It provides that "[s]uits for violation of contracts between an employer and a labor organization representing employees … may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties." 29 U.S.C. § 185(a); *see, e.g.*, *Newberry v. Pacific Racing Ass'n*, 854 F.2d 1142, 1149-50 (9th Cir. 1988); *Scott v. Machinists Automotive Trades Dist.*, 827 F.2d 589, 594 (9th Cir. 1987).

9. Accordingly, even where, as here, a plaintiff alleges only state law claims, a federal question exists—and removal is proper—where the defendant raises a preemption defense based on a federal statute that is so "complete" as to provide the only available remedy. In such cases, "complete preemption" overrides the "well-pleaded complaint rule" and the state law claims are treated as claims "arising under" federal law for jurisdictional purposes. *See Holman v. Laulo–Rowe Agency*, 994 F. 2d 666, 668 (9th Cir. 1993); *see also Valles v. Ivy Hill Corp.*, 410 F.3d 1071, 1075 ("In such circumstances, federal law displaces a plaintiff's state-law claim, no matter how carefully pleaded."); *Burnside v. Kiewit Pac. Corp.*, 491 F.3d 1053, 1059 (9th Cir. 2007) ("As a result of this broad federal mandate, the Supreme Court has explained, the 'preemptive force of section 301 is so powerful as to displace entirely

any state cause of action for violation of contracts between an employer and a labor organization.'").

10. Here, Plaintiff's Complaint involves a federal question because it involves claims and/or issues that arise under, are intertwined with, derive in whole or in part from, and/or require application and/or interpretation of the LMRA. To that end, resolution of Plaintiff's wage and hour claims will require the court to construe several provisions of the collective-bargaining agreement (the "CBA") that governed Plaintiff's employment with Defendant—not to mention the four distinct collective-bargaining agreements that governed the employment of *other* purportedly "aggrieved employees" who held positions with Defendant different from that held by Plaintiff during his employment. *See* Declaration of James Graham ("Graham Decl."), ¶¶ 9-12, Exh. 1, 3, 5 & 7. Accordingly, Section 301 of the LMRA preempts Plaintiff's claims here. *See, e.g.*, *Lingle v. Norg Div. of Magic Chef, Inc.*, 486 U.S. 399, 413 (1988) (application of state law is preempted by Section 301 where such application requires the interpretation of a collective bargaining agreement).

11. For purposes of complete preemption, and thus federal question jurisdiction, it does not matter that Plaintiff's claims purportedly arise out of state law. Even if a right exists independently of a CBA, when resolution of a state law claim is "substantially dependent on analysis of a collective-bargaining agreement," the claim is ***preempted*** by Section 301 of the LMRA. *See Paige v. Henry J. Kaiser, Co.*, 826 F.2d 857, 861 (9th Cir. 2001) ("Section 301 preempts claims founded directly on rights created by collective bargaining agreements, and also claims which are substantially dependent on analysis of a collective bargaining agreement."); *see also Hyles v. Mensing*, 849 F.2d 1213, 1215-16 (9th Cir. 1988) (same). Nor is it relevant that Plaintiff has pled his claims to omit any reference to federal law and/or the CBA applicable to his employment because "[m]ere omission of reference to Section 301 in the complaint **does not preclude federal subject matter jurisdiction**." *Fristoe v. Reynolds Afetals, Co.*, 615 F.2d 1209, 1212 (9th Cir. 1990)

(emph. added).

12. At all times relevant herein, Defendant has been and is now a Delaware limited liability company, with its headquarters and principal place of business in Chicago, Illinois, operating in commerce and in an industry affecting commerce within the meaning of Sections 2(2), (6), (7) and 301(a) of the LMRA. *See* 29 U.S.C. § 152(2), (6), (7) & § 185(a); Graham Decl., ¶ 5. Plaintiff, on the other hand, is a former employee of Defendant who, at all times relevant, has resided in and continues to reside in California. *See* Graham Decl., ¶ 8; Exh. A (Complaint), ¶ 2. Throughout his employment with Defendant, Plaintiff was represented by a labor organization known as the International Association of Machinists and Aerospace Workers, District 947, Local 311 (the "IAM"). Graham Decl., ¶¶ 8-9.

13. From at least September 28, 2015 through September 30, 2018, the IAM and Defendant were parties to a CBA that sets forth the collectively-bargained terms and conditions governing the employment of certain fulltime and regular part-time employees employed by Defendant at its Irwindale, California facility. *See* Graham Decl., ¶ 9, Exh. 1 (hereinafter, the "IAM CBA"). The IAM CBA covers all machinists, helpers, and apprentices employed by Defendant in its Irwindale, California facility for purposes of collective bargaining with respect to wages, rates of pay, hours of employment, or other conditions of employment for employees in the Union. *See* IAM CBA, Article 1, subsection (a).

14. During his employment with Defendant, Plaintiff worked as a machinist at Defendant's Irwindale, California facility, and he was at all times relevant a covered employee under the terms of the IAM CBA. *See* Graham Decl., ¶ 9; *see also id.*, ¶ 9, Exh. 2 (Side Letter 10, Page 2). The IAM CBA contains provisions regarding, *inter alia*, dispute resolution for employee grievances regarding terms and conditions of employment set forth in the IAM CBA, which include terms related to, among other things, workweeks, workdays, daily work schedules, special shifts, days off, meal and rest periods, wages, overtime wages and scheduling, holidays, and

binding grievance procedures, including arbitration. *See* IAM CBA, Articles II, III, VI, XXII, XXIII; *see also* Graham Decl., ¶ 8, Exh. 2 (IAM CBA Side Letters).

15. Plaintiff's First through Seventh Causes of Action "for penalties" under California's Private Attorneys General Act, Cal. Lab. Code § 2698, *et seq.* ("PAGA"), alleges that Defendant violated numerous provisions of the California Labor Code as to him and the allegedly aggrieved employees he seeks to represent by failing to pay overtime wages and minimum wages, to provide meal and rest periods or to pay premium pay when no meal and rest periods were provided, pay minimum wages, to timely pay all wages due at termination, to provide compliant wage statements, and to provide reimbursement for business-related travel expenses. *See* Exh. A (Complaint), ¶¶ 36-176.

16. While Plaintiff purports to assert these claims under California law without reference to the IAM (or any) CBA, his overtime, rest and meal period, minimum wage, and reimbursement claims alleged in the Complaint cannot be adjudicated without interpreting and/or applying the terms of the IAM CBA applicable to his employment with Defendant, the CBAs applicable to *other* employees' employment with Defendant, and related CBA side letters—and, therefore, his claims are completely preempted by the LMRA. For example, with respect to the IAM CBA applicable to Plaintiff's employment with Defendant, overtime compensation is specifically addressed in Article II, subsection (k) and (r)—*not* by Cal. Lab. Code § 510—and wages are specifically addressed in Article XV—*not* by Cal. Lab. Code § 558. *See* Graham Decl., ¶ 9, Exh. 1.[1] Separate Side Letters provided additional requirements with respect to overtime scheduling and pay and

[1] Indeed, Plaintiff's Complaint alleges that he and allegedly aggrieved employees in California were "denied … full, duty-free ten-minute rest periods." *See* Exh. A (Complaint), ¶ 15, at 7:19-21. However, pursuant to the Teamsters CBA, bottlers were entitled to "two twenty (20) minute breaks on Company time." Graham Decl., ¶ 11, Exh. 5, Section 33(a). In other words, with respect to bottlers, rest periods are specifically addressed in the Teamsters CBA—and not by Cal. Lab. Code § 226.7 or the applicable Wage Order. *Cf.* Exh. A (Complaint), ¶ 15.

business expense reimbursement that applied to Plaintiff and other IAM-represented employees working at Defendant's Irwindale, California facility. *See id.*, ¶ 9, Exh. 2 (*e.g.*, Side Letters 1, 2, 7, and 14).

17. Plaintiff's allegations regarding Defendant's failure to pay overtime, provide rest and meal periods, pay minimum wages, and provide business expense reimbursement directly implicate the above-referenced sections of the IAM CBA and/or related Side Letters. Consequently, interpretation of the IAM CBA and its related Side Letters is essential to the resolution of Plaintiff's claims—not to mention the CBAs applicable to *other* union-represented employees working at Defendant's Irwindale, California facility and the numerous Side Letters related to those CBAs. *See* Graham Decl., ¶¶ 10-11, Exhs. 3-6. That is, the Court will necessarily be required to interpret and apply the above-referenced sections of the IAM CBA and related Side Letters and determine whether any party violated the IAM CBA and/or acted in accordance with the IAM CBA in order to adjudicate Plaintiff's claims.

18. Furthermore, the resolution procedure for addressing any grievance raised by Plaintiff during his employment was at all times set forth in and governed by the IAM CBA's Article VI (Grievance Procedure), which Plaintiff failed to utilize at any point prior to bringing the State Court Action. Article VI requires union members like Plaintiff to proceed through a four-step grievance process – with "each negotiation … being a necessary procedure prior to the negotiation next set forth" – and if that process fails to address the grievance, Article VI requires that any grievances not resolved through the procedures set forth in that Article "shall be submitted to final and binding arbitration." *See* Graham Decl., ¶ 9, Exh. 1 (IAM CBA), Article VI, at p. 17; *see also, e.g.*, *id.*, ¶ 10, Exh. 3 (IBEW CBA), Section 4, at pp. 7-10.

19. Importantly, Plaintiff seeks to represent all "aggrieved non-exempt employees … who current work or formerly worked for" Defendant in California (and not just at the Irwindale, California facility at which Plaintiff was employed).

See Exh. A (Complaint), ¶¶ 1, 9. In doing so, Plaintiff is necessarily asking the Court to interpret the applicable provisions of the CBA applicable to each allegedly aggrieved employee's employment to determine whether each employee suffered a Labor Code violation as alleged in his Complaint. For example, this would necessitate interpretation of the Teamsters CBA's meal and rest period provision applicable to bottlers to determine whether each allegedly aggrieved bottler was not paid a meal period premium for allegedly missed meal periods in light of the Teamster CBA's provision that "[b]ottlers may be scheduled to work an eight (8) hour shift, of which one-half hour will [automatically] be paid at a rate of time-and-one-half." Graham Decl., ¶ 11, Exh. 5, Section 33(a). Similar interpretation would be required to determine whether allegedly aggrieved employees covered by the IAM CBA worked overtime as that term is defined in Article II(k). *See id.*, ¶ 10, Exh. 1 ("Time and one half for the first three (3) hours worked over seven and one half (7 ½) straight hours in one (1) day, and double time thereafter until quitting time."); *see also id.*, ¶ 10, Exh. 2 (Side Letter 1).

20. Therefore, because the determination of Defendant's alleged liability in this action will require an interpretation and/or application of the terms and provisions of the CBAs that governed Plaintiff's and other allegedly aggrieved employees' employment with Defendant, Plaintiff's Complaint falls within the preemptive scope of Section 301 of the LMRA. *See* 29 U.S.C. § 185; *see also Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 220-21 (1985) (holding complaint "should have been dismissed for failure to make use of the grievance procedure established in the collective-bargaining agreement … or dismissed as preempted by § 301"); *Cramer v. Consolidated Freightways, Inc.*, 255 F.3d 683, 691 (9th Cir. 2001) (a suit that involves an employer's alleged failure to comport with its contractually established duties pursuant to a CBA is preempted).

21. Accordingly, because the LMRA completely preempts Plaintiff's state law claims based on alleged violations of the California Labor Code, removal is

proper on the basis of federal question jurisdiction. *See* 28 U.S.C. §§ 1331, 1441.

Supplemental Jurisdiction

22. To the extent that there are remaining claims for relief that do not arise under Section 301 or that Section 301 does not completely preempt, these claims are within the supplemental jurisdiction of the Court under 29 U.S.C. § 1367(a) in that they are "derived from a common nucleus of operative fact and of the nature which "a plaintiff would ordinarily be expected to try them in one judicial proceeding." *Kuba v. 1-Aagric. Ass'n*, 387 F.3d 850, 955 (9th Cir. 2004).

23. Plaintiff's Sixth and Seventh Causes of Action are derivative claims for PAGA penalties premised upon Defendant's alleged provision of inaccurate wage statements and Plaintiff's claim for waiting time penalties—which are derived from Plaintiff's underlying claims for violations of the Labor Code. *See* Exh. A (Complaint), ¶¶ 139-176. For this reason, and to the extent these purported claims involve associated and related state law causes of action, this Court has supplemental jurisdiction over the claims pursuant to 28 U.S.C. § 1367(a). Thus, this action is removable in its entirety.

VENUE

24. Defendant is informed and believes that the events allegedly giving rise to this action occurred within this judicial district. Venue lies in this Court because Plaintiff's action was filed in the Superior Court of Los Angeles County, California and is pending in this district and division. Accordingly, Defendant is entitled to remove this action to the United States District Court for the Central District of California. *See* 28 U.S.C. § 1441(a).

TIMELINESS OF REMOVAL

25. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b) as Defendant has filed this Notice of Removal within thirty days of the date Defendant was served with Plaintiff's Complaint, which is the first date upon which any defendant in this action was served with any pleading, amended or otherwise, first

giving it knowledge that the action was indeed removable. *See* 28 U.S.C. § 1446(b). This action has not previously been removed to federal court.

NOTICE TO PLAINTIFF AND STATE COURT

26. Contemporaneously with the filing of this Notice of Removal in this Court, written notice of such filing will be served on Plaintiff's counsel of record as reflected in the attached Certificate of Service. In addition, a copy of this Notice of Removal will be filed with the Clerk of the Superior Court of the State of California in and for the County of Los Angeles.

27. WHEREFORE, Defendant respectfully requests that the above-captioned action now pending in the State Court be removed to this United States District Court.

DATED: March 8, 2019

McGuireWoods LLP

By: /s/Michael D. Mandel
Michael D. Mandel, Esq.
Amy E. Beverlin, Esq.

Attorneys for Defendant
MILLERCOORS LLC

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, CA 90067.

On March 8, 2019, I served the following document described as **DEFENDANT'S NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))

☐ **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered the addressee(s). (C.C.P. § 1011)

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 8, 2019, at Los Angeles, CA.

Vaneta D. Birtha'

Vaneta D. Birtha

SERVICE LIST

DAVID YEREMIAN & ASSOCIATES, INC. David Yeremian, Esq. Alvin B. Lindsay, Esq. 535 N. Brand Blvd., Suite 705 Glendale, California 91203 Email: david@yeremianlaw.com alvin@yeremianlaw.com Telephone: (818) 230-8380 Facsimile: (818) 230-0308	Attorneys for Plaintiff HENRY CARDIEL on behalf of himself and other similarly aggrieved employees
LAW OFFICES OF SAHAG MAJARIAN II Sahag Majarian, II, Esq. 18250 Ventura Blvd. Tarzana, CA 91356 Email: sahagii@aol.com Telephone: (818) 609-0807 Facsimile: (818) 609-0892	Attorneys for Plaintiff HENRY CARDIEL on behalf of himself and other similarly aggrieved employees

Exhibit A

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Attorneys for Plaintiff HENRY CARDIEL,
on behalf of himself and other similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HENRY CARDIEL, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. MILLERCOORS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: Assigned for All Purposes To: Hon. Dept.: **COMPLAINT FOR REPRESENTATIVE ACTION FOR PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698 *et seq*. FOR:** 1. Failure to Pay Minimum Wages; 2. Failure to Pay Wages and Overtime Under Labor Code § 510; 3. Meal Period Liability Under Labor Code § 226.7; 4. Rest-Break Liability Under Labor Code § 226.7; 5. Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802 6. Violation of Labor Code §§ 226(a), 1174; and 7. Violation of Labor Code §§ 203, 204 **DEMAND FOR JURY TRIAL**

Exhibit A

Exhibit A

Plaintiff HENRY CARDIEL (hereinafter "Plaintiff") on behalf of himself and all other similarly Aggrieved Employees complains of Defendants, and each of them, as follows:

INTRODUCTION

1. This is a Representative Action, pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of Plaintiff and similarly situated aggrieved non-exempt employees ("Aggrieved Employees" or "Employees") who currently work or formerly worked for Defendants MILLERCOORS LLC and DOES 1 through 50 (all defendants being collectively referred to herein as "Defendants") during the liability period. From at least one (1) year prior to the filing of this action and at least one (1) year prior to the date Plaintiff began the process of exhausting the administrative requirements pursuant to Labor Code § 2698 *et seq.* on **November 20, 2018**, and continuing to the present (the "liability period"), Defendants have had a consistent policy of failing to pay all wages due to its California Employees during the course of employment and timely upon separation from employment, failing to provide Employees with meal and rest periods, failing to reimburse necessary business expenses, and failing to issue accurately itemized wage statements to its California employees. Plaintiff alleges that Defendants, and each of them, violated various provisions of the California Labor Code and relevant orders of the Industrial Welfare Commission, and seeks redress for these violations.

2. Plaintiff is a resident of California and Los Angeles County, and during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee at Defendants' brewing facility in Irwindale, California and within the County of Los Angeles.

3. Plaintiff and the other similarly situated brewery Employees of Defendants consistently worked at Defendants' behest without being paid all wages due. More specifically, Defendants employed Plaintiff and the other similarly situated brewery Employees to perform assigned job duties utilizing company established processes, policies, and procedures. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

Exhibit A

4. Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, including by rounding hours worked to the nearest quarter-hour or half-hour to their detriment, failed to pay them at the appropriate rates for all hours worked, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks as required by the Labor Code.

5. Defendant MILLERCOORS LLC is a Delaware limited liability company and lists its Principal Offices with the California Secretary of State in Chicago, Illinois, and its mailing address in Denver, Colorado. It lists its type of business as "Manufacturing of malt beverage products." Upon information and belief, Defendants employ Plaintiff and the Aggrieved Employees at the Irwindale brewing facility and at any other similar breweries in California. Defendant MILLERCOORS LLC was listed as the employer on wage statements Defendants issued to Plaintiff, along with the payroll company "Ceridian," and MILLERCOORS LLC is listed as having an address in Chicago, Illinois.

6. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a PAGA representative action on behalf of similarly situated Aggrieved Employees of Defendants pursuant to California Labor Code § 2698 *et seq*. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq*. Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred in the County of Los Angeles and Defendant MILLERCOORS LLC maintains and operates facilities in Irwindale, California, thus employing Plaintiff and other Aggrieved Employees in Los Angeles County and in California.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of

Exhibit A

Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed the Employee Aggrieved Employees.

FACTUAL BACKGROUND

9. The Aggrieved Employees, including Plaintiff, are non-exempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in non-exempt positions at the direction of Defendants in the State of California. Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by unlawful rounding to their detriment, failed to pay wages at their required rates of pay, made unlawful deductions from their pay, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

10. During the course of Plaintiff and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all overtime hours worked, and were forced to work

off-the-clock in part due to difficult to attain production requirements and demands Defendants' managers placed upon them. Plaintiff and the Aggrieved Employees generally worked at least five days per work week and often more, with shifts generally ranging from eight and one-half hours to twelve hours for full time employees. Plaintiff's assigned brewery in Irwindale operated through multiple shifts, and Plaintiff was often assigned to work the second or third shifts, for which he and other similarly situated Employees received a shift differential in addition to their regular hourly rate. Upon information and belief, Defendants also automatically deducted thirty-minute meal periods from Plaintiff and the similarly situated Aggrieved Employees despite the fact meal periods provided were shortened or were otherwise interrupted or provided untimely after five hours of shift work. Defendants also failed to maintain records of meal period times, as Aggrieved Employees were required to swipe their badges to input shift start and end times but were not required to do the same for meal periods.

11. Defendants' timekeeping policies and practices, which upon information and belief applied to all brewery facility employees uniformly, did not record actual time punches in and out for work shifts and meal periods, or if they did, these entries were rounded down to the Employees' detriment. If Plaintiff and the other Aggrieved Employees inputted their actual and real times worked, they were rounded down to their substantial detriment to the nearest 30 minute or 15-minute increments, perhaps to conform the timekeeping records to their work schedules rather than reflecting the hours they actually worked. Plaintiff and the Aggrieved Employees were therefore systematically underpaid for their hours worked by virtue of the above detailed uncompensated time and Defendant's willful failure to comply with the Labor Code's record keeping requirements. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. By implementing policies, programs, practices, procedures and protocols which rounded the hours worked by Aggrieved Employees down to their detriment and systematically failed to pay for all hours worked, Defendants' willful actions resulted in the systematic underpayment of wages to Aggrieved Employees, including underpayment of overtime pay to Aggrieved Employees over the relevant time period. For example, the unlawful rounding addressed above and the off the

Exhibit A

clock work caused Plaintiff to begin receiving overtime pay later than he should have.

12. Defendants also paid shift differentials to Plaintiff and the similarly situated Employees working the second or third shift, but failed to correctly calculate the regular rate of pay Defendants used to calculate and pay overtime to the Employees, including by failing to factor the shift differential into the regular rate used to calculate and pay overtime and double-time. Defendants also required Plaintiff and the Aggrieved Employees to work performing job duties while off the clock and without pay, including by unlawful rounding, or provided shortened or untimely breaks. Defendants have also either failed to maintain timekeeping records for Plaintiff that would permit discovery into the nature and extent of Defendants' unlawful rounding and meal period violations, or have refused to produce them to Plaintiff in response to a timely request to be provided with them.

13. As a result of the above described unlawful rounding and requirements to work off the clock, the failure to calculate and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock. To the extent applicable, Defendants also failed to pay Plaintiff and the Aggrieved Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under the Labor Code and applicable IWC Wage Orders. Defendants also failed to correctly calculate the regular rate used to calculate and pay overtime by failing to correctly factor in the shift differentials Defendants paid to Plaintiff and other similarly situated Employees.

14. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay

Exhibit A

Employees for all hours worked, and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at correctly calculated premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

15. Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff was often unable to take a meal period and was not provided with the opportunity to do so as a result of Defendants' policy and practice of placing job demands and management requirements above scheduled breaks. If and when he was able to take a first meal period, it was also often provided untimely and after the fifth hour of work or was again interrupted by work demands and manager requirements. Defendants did not schedule a second meal period on shifts over ten hours, and Plaintiff and the Aggrieved Employees were not provided with the opportunity to take any second meal periods on shifts worked over ten hours and up to twelve hours and beyond. Plaintiff and the Aggrieved Employees were similarly denied the ability to take net-ten minute rest breaks for every four hours worked, or major fraction thereof. Defendants' policies and practices have thus systematically denied Plaintiff and the Aggrieved Employees full, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." Plaintiff and the Aggrieved Employees were and are under Defendants' control when they remained working during breaks, and an employer cannot impose any restraints on employees not inherent in the rest period requirement itself. Defendants have provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees.

16. Additionally, Defendants enforced a uniform policy that prevented Plaintiff and the Aggrieved Employees from leaving the brewery premises during their rest breaks. As for meal periods, to the extent Employees were permitted leave the premises for meal periods, they were still impermissibly shortened, as addressed above. Upon information and belief, there was no bell system or other alert to let Employees know when a break was supposed to begin. Given the above described off the clock work, these breaks were also frequently untimely, with meal periods being provided after the fifth hour of work on a shift or rest break being authorized and permitted after four hours of work, or major fraction thereof.

17. Defendants also did not have a policy or practice which provided or recorded all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift, but were often required to do so without receiving a compliant meal break. Plaintiff was also required to meet difficult to attain productivity standards throughout the liability period. When combined with instructions from Defendants to conform timekeeping records to shift schedules and the pressure to work through breaks, this productivity pressure further compelled Plaintiff, and upon information and belief the Aggrieved Employees, to incur substantial hours worked "off the clock" for which they were not compensated and to perform work duties or remain under Defendants' control during breaks. This off the clock work combined with Defendants' scheduling practices in turn led to meal periods being provided after the fifth hour of work and rest periods not being authorized and permitted for every four hours or major fraction thereof.

18. On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second meal period. As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants have either failed to maintain required records of when meal periods were actually provided or failed to produce them in response to Plaintiff's timely and lawful requests. Defendants' management also required that Employees'

Exhibit A

timekeeping entries reflect rounded down times, including to conform to shift schedules, rather than to reflect actual times worked. Defendants also failed to pay Employees "premium pay," i.e. one hour of wages at each Employee's effective hourly rate of pay, for each meal period or rest break that Defendants failed to provide or deficiently provided. While Defendant may contend that it paid Plaintiff and the Aggrieved Employees for on-duty meal periods for thirty (30) minutes in a shift, the fact that the opportunity to take meal periods timely or for their full duration was not provided to Plaintiff and the Aggrieved Employees, including by requiring them to walk for generally five (5) to ten (10) minutes during their meal periods, requires Defendant to pay premium wages of one full hour of regular wages for each unprovided or untimely or impermissibly shortened meal period.

19. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one (1) hour's wages in lieu thereof. Meal period violations thus occurred in one or more of the following manners:

(a) Aggrieved Employees were not provided full thirty-minute duty free meal periods for work days in excess of five (5) hours and were not compensated one (1) hour's wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Aggrieved Employees were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;

(c) Aggrieved Employees were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five (5) hours of continuous work during a shift; and

(e) Aggrieved Employees were restricted in their ability to take a full thirty-minute meal period.

20. Plaintiff and the Defendants' Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one (1) hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises during rest breaks under Defendants' policies. Rest period violations therefore arose in one or more of the following manners:

(a) Aggrieved Employees were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;

(b) Aggrieved Employees were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and

(c) Aggrieved Employees were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

21. Additionally, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants required Plaintiff, and upon information and belief other similarly situated Employees, to incur business expenses in the course of performing their required job duties for Defendants, including expenses for tools they used in performing their job duties. These expenses incurred by Plaintiff and the Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Plaintiff and the Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

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Exhibit A

Exhibit A

22. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and rounding. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

23. As a result of these illegal policies and practices, Defendants engaged in and enforced the following additional unlawful practices and policies against Plaintiff and the Aggrieved Employees he seeks to represent:

a. failing to pay all wages owed to Aggrieved Employees who either were discharged, laid off, or resigned in accordance with the requirements of Labor Code §§ 201, 202, 203;

b. failing to pay all wages owed to the Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204;

c. failing to pay Aggrieved Employees all wages owed, including all meal and rest period premium wages;

d. failing to maintain accurate records of Aggrieved Employees' earned wages and meal periods in violation of Labor Code §§ 226 and 1174(d) and Section 7 of the applicable IWC Wage Orders; and

e. failing to produce timekeeping records in response to Plaintiff's timely and lawful request to receive them under these authorities.

24. From at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have also consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, unlawful rounding to the detriment of Employees, and incorrect calculation of the regular rate used to calculate and pay overtime. Defendants also inaccurately listed the hours worked by Plaintiff and the Aggrieved Employees,

Exhibit A

and failed to list accurate and correctly calculated rates of pay. Defendants have also made it difficult to account with precision for the unlawfully withheld meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and Section 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained, or were not accurately maintained, for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, as Defendants' policy of unlawfully rounding time entries to the detriment of Employees and compelling Employees to input time entries corresponding to their shift schedules rather than their actual hours worked, resulted in changed timekeeping records and corresponding payroll records reflecting that Employees worked less hours than they actually worked.

25. In addition, the wage statements are inaccurate and in violation of Labor Code § 226(a) because they do not reflect the proper overtime rate for overtime hours worked which should have been based on the Aggrieved Employees' regular rate of pay. This regular rate of pay should have factored in the shift differentials earned by Aggrieved Employees depending on the shift they worked. It did not. In addition, the rate of pay for each specific shift differential is not reflected on the wage statements (nor are their corresponding hours worked reflected). It only reflects the overtime and double time rates for these differentials. This violates Labor Code § 226(a)(9). Moreover, the total hours worked listed on the wage statement, which is required on the wage statement by Labor Code § 226(a)(2), is incorrect. It seems to factor in the shift differential hours into the total hours which overstates the total hours worked making the wage statement inaccurate and impossible to understand. Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among others requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to

comply with Section 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees.

26. From at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have thus also had a consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

27. In light of the foregoing, Plaintiff and the Aggrieved Employees bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.7, 510, 511, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 2802, and 2698 *et seq*., and pursuant to the applicable IWC Wage Order provisions and California Code of Regulations, Title 8, section 11000 *et seq*.

PAGA NOTICE AND ALLEGATIONS

28. Plaintiff brings this PAGA representative action on behalf of himself an all others similarly situated Aggrieved Employees employed by Defendants during the liability period pursuant to Labor Code § 2698 *et seq*. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by the alleged violators, Defendants. Upon information and belief, at all times during the liability period, Plaintiff and the Aggrieved Employees were employees subject to the protections of the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including IWC Wage Order No. 1-2001 regulating the wages, hours and working conditions in the Manufacturing Industry ("Wage Order No. 1").

29. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to reimburse necessary business expenses, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all addressed herein, Defendants failed to timely pay

Exhibit A

Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC Wage Orders.

30. As such, Plaintiff and the Aggrieved Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, which includes the penalty provisions, without limitation, based *inter alia* on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1199, 2802, and 2698 *et seq*.

31. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiff asserts as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees a PAGA claim for violations of the underlying claims addressed herein and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and Sections 2(K), 3(A) and 4 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A) and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §

Exhibit A

2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(e) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

32. The penalties shall be allocated under Labor Code § 2699(i) as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employees.

33. As also addressed above, Plaintiffs on behalf of the Aggrieved Employees also seeks the penalties and remedies set forth in Labor Code § 558, which states:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an

Exhibit A

Exhibit A

> amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.
>
> (b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

34. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on **November 20, 2018** addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter. As a result, as a matter of law, Plaintiff is entitled to file this Complaint for full compliance and exhaustion of the notice requirements under the PAGA and seeks civil penalty assessments against Defendants as a Representative of the State of California as hereinafter alleged and in accordance with the law, in addition to costs and reasonable attorneys' fees as provided by the PAGA statute. A true and correct copy of the **November 20, 2018** Notice to the LWDA and the Defendants is attached hereto **Exhibit A** and is expressly incorporated into this Complaint as if set forth in full. Plaintiff alleges that the notice period provided by statute has expired and amendment is proper pursuant to Labor Code § 2699.3(a)(2)(C).

35. This action has been brought and may properly be maintained as a representative action under the provisions of Labor Code § 2698 *et seq*. seeking civil and statutory penalties and wages based, *inter alia*, on the following claims addressed in detail herein:

a. Defendants failed to pay Employees minimum wages and wages for all hours worked;

b. Defendants failed to pay Employees overtime as required under Labor Code § 510;

Exhibit A

c. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

d. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;

e. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;

f. Defendants violated Labor Code § 221 by making unauthorized deductions from wages;

g. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

h. Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Aggrieved Employees' earned wages and work periods;

i. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

j. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly; and

k. Defendants failed to reimburse necessary business expenses incurred by Employees in connection with performing their job duties under Labor Code § 2802.

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of requiring Employees to work off the clock and without

compensation, including by Defendants' uniform policy of rounding timekeeping entries down to the detriment of Plaintiff and the Aggrieved Employees. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work and regarding rounding of timekeeping entries and requiring Aggrieved Employees to remain on duty and under Defendants' control during breaks and due to the production and other demands placed upon them by Defendants' management. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the liability period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by unlawful rounding to their detriment any by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to all Aggrieved Employees, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

38. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not paid for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

39. The Private Attorneys General Act of 2004 ("PAGA") provides that:

> ... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

California Labor Code § 2699(g)(1).

40. Plaintiff is an "aggrieved employee" under the PAGA, as he was employed by

Exhibit A

Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved non-exempt employees, as defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

41. Plaintiff, by virtue of the Notice correspondence dated **November 20, 2018**, attached hereto as Exhibit A, has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, including without limitation, the penalty provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time period required to intervene, and because Defendants took no corrective actions to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of California, will seek, and hereby does seek, any and all civil penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE").

42. Any civil penalties recovered herein will be distributed in accordance with the PAGA, with at least 75% of the penalties .recovered being reimbursed to the State of California and the LWDA, where applicable. *See* Labor Code § 2699(i).

43. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….

Exhibit A

Exhibit A

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

44. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and other aggrieved non-exempt employees proper regular pay and minimum wages for regular hours worked and/or overtime premium pay for overtime hours worked during the applicable statutory period.

45. Section 4 of IWC Wage Order No. 1 provides in pertinent part: "(A) Every employer shall pay to each employee wages not less than the following: (1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following: (a) Ten dollars and fifty cents ($10.50) per hour for all hours worked, effective January 1, 2017; (b) Eleven dollars ($11.00) per hour for all hours worked, effective January 1, 2018; (c) Twelve dollars ($12.00) per hour for all hours worked, effective January 1, 2019;.... (B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

46. Section 2(G) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

47. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

48. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

49. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal

Exhibit A

overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

50. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders, entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

51. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or required Plaintiff and the Aggrieved Employees to input times that did not reflect their actual hours worked, or calculated the correct time worked and consequently underpaid the actual time worked by Plaintiff and other Aggrieved Employees. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

52. California Labor Code § 1194.2 also provides for the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

53. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiff and Aggrieved Employees are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

54. Pursuant to California Labor Code § 1194.2, Plaintiff and Aggrieved Employees are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

Exhibit A

55. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

56. Additionally, Labor Code § 1199 provides that: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100)…, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission…."

57. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

58. Additionally, Plaintiff and the Aggrieved Employees were required to endure unlawful deductions from their wages, as set forth above in connection with off the clock work and unlawful rounding. Labor Code § 221 instructs that: "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." These unlawful deductions equate to additional unpaid wage violations giving rise to PAGA penalties, and Labor Code § 221is an enumerated provision under Labor Code § 2699.5.

Exhibit A

59. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

60. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

61. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,… 221, …510, 512,… 1194, 1197, 1197.1 and 1198…1199", and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

62. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

63. As a direct and proximate result of the Defendants' unlawful acts, as alleged in detail herein, Plaintiff and other aggrieved non-exempt employees have been deprived, and continue to be deprived, of minimum wages and all wages owed for all hours they worked.

64. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and the other Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiff entitled to recover, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the

applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

65. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

SECOND CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

67. California Labor Code § 1194 provides that "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

68. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

69. Similar to Labor Code § 510, Section 3(A) of IWC Wage Order No. 1 also provides: "(A) Daily Overtime-General Provisions (1) The following overtime provisions are

applicable to employees 18 years of age or over... Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (11/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek…"

70. Defendants had a consistent policy of violating these provisions by not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by unlawfully rounding down and under-reporting actual hours worked. Defendants also paid certain shift differentials to Plaintiff and other similarly situated Aggrieved Employees working the second or third shifts, but failed to correctly calculate the regular rate of pay to based on these shift differentials that Defendants used to calculate and pay overtime wages to Plaintiff and the Aggrieved Employees.

71. Defendants had a consistent policy of not paying Employees wages for all hours worked. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the Aggrieved Employees all earned and owed straight time and overtime and double time wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or

Exhibit A

to attend and participate in company required activities. Therefore, Employees were not properly compensated, nor were they paid overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully rounded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties, and by failing to incorporate shift differentials or other non-hourly compensation into the regular rate used by Defendants to calculate and pay overtime compensation.

72. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid balance of regular wages owed and overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

73. Pursuant to Labor Code § 2699, Plaintiff seeks all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not paid at the correct overtime rate for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

74. The Private Attorneys General Act of 2004 ("PAGA") provides that:

> ... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

California Labor Code § 2699(g)(1).

75. Plaintiff is an "aggrieved employee" under the PAGA, as he was employed by Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of

Exhibit A

himself and all other current and former aggrieved non-exempt employees, as defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

76. Plaintiff, by virtue of the Notice correspondence dated **November 20, 2018**, attached hereto as Exhibit A, has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, including without limitation, the penalty provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time period required to intervene, and because Defendants took no corrective actions to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of California, will seek, and hereby does seek, any and all civil penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE").

77. Any civil penalties recovered herein will be distributed in accordance with the PAGA, with at least 75% of the penalties .recovered being reimbursed to the State of California and the LWDA, where applicable. *See* Labor Code § 2699(i).

78. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

Exhibit A

79. Section 2(G) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

80. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. During the liability period, Defendants have failed to pay all wages and overtime compensation earned by Aggrieved Employees, and each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

81. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

82. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

83. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

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Exhibit A

84. In committing the above addressed violations of the California Labor Code, Defendants inaccurately recorded, or required Plaintiff and the Aggrieved Employees to input times that did not reflect their actual hours worked, or calculated the incorrect time worked and consequently underpaid the actual time worked by Plaintiff and other Aggrieved Employees. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

85. California Labor Code § 1194.2 also provides for the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

86. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiff and Aggrieved Employees are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

87. Pursuant to California Labor Code § 1194.2, Plaintiff and Aggrieved Employees are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

88. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

89. Additionally, Labor Code § 1199 provides that: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a

Exhibit A

misdemeanor and is punishable by a fine of not less than one hundred dollars ($100)…, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission…."

90. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

91. Defendants have the ability to pay overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

92. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

93. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204, …510, 512,… 1194, 1197, 1197.1 and 1198…1199" among the provisions of the Code that allow for

Exhibit A

recovery of civil penalties pursuant to the PAGA.

94. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiff and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

95. As a direct and proximate result of the Defendants' unlawful acts, as alleged in detail herein, Plaintiff and other aggrieved non-exempt employees have been deprived, and continue to be deprived, of overtime wages owed for all hours they worked.

96. As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide Plaintiff and the other Aggrieved Employees overtime and premium wages for all hours worked. Accordingly, Plaintiff entitled to recover, and hereby seeks through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

97. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

THIRD CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY

UNDER LABOR CODE §§ 512, 226.7

(Against All Defendants)

98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

99. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, an employer may not employ

Exhibit A

someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

100. Similar to Labor Code § 512, Section 11(A)-(E) of Wage Order No. 1 provides that: "(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee…. (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked…. (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided…."

101. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were often required to work or to otherwise remain under Defendants' control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements. Furthermore, upon information and belief, on the occasions when Employees worked more than ten (10) hours in a given shift, they did so without receiving a second uninterrupted thirty (30) minute meal period, as required by law.

102. Defendants thus failed to provide Plaintiff and the Aggrieved Employees with meal periods as required by the Labor Code, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty (30) minutes, or by requiring them to perform work during breaks.

Exhibit A

103. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

104. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and other aggrieved non-exempt employees lawful off-duty unpaid meal periods, as well as corresponding premium pay for denied meal periods, during the applicable statutory period.

105. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

106. Section 2(G) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

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Exhibit A

107. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

108. Premium pay for denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

109. Specifically, Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

110. Upon information and belief, Plaintiff and other aggrieved non-exempt employees did not enter into legally binding written agreements with Defendants agreeing to "on-duty" meal periods, or waiving "off duty" meal periods. Nor does the nature of their work prevent the Aggrieved Employees from being relieved of all duties during meal periods. To the contrary. Any inability to take uninterrupted off-duty meal periods was, and is, attributable solely to Defendants' own insufficient staffing models, rather than the general nature of the work performed by Plaintiff and other Aggrieved Employees.

111. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

112. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section

2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

113. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt employees with lawful uninterrupted off-duty meal periods throughout the applicable statutory period. Defendants also systematically denied Plaintiff and other Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied an unpaid, off-duty 30-minute meal period.

114. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and other aggrieved non-exempt employees lawful meal periods and the corresponding meal period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

115. Aggrieved employees may recover penalties for denied meal periods under the PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

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Exhibit A

FOURTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER LABOR CODE §§ 226.7, 512

(Against All Defendants)

116. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

117. Section 12(A)-(B) of IWC Wage Order No. 1 instructs that: "(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (31/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

118. Labor Code § 226.7 further instructs that: "(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,… (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law,… the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided. (d) A rest or recovery period mandated pursuant to a state law,… shall be counted as hours worked, for which there shall be no deduction from wages…."

119. Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders thus provide that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) work hours.

120. Employees consistently worked consecutive four (4) hour shifts and were generally

Exhibit A

scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift, and Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Employees were often required to work or to otherwise remain under Defendants' control during rest periods, and had breaks provided untimely as a result of the above described off the clock work. Defendants, and each of them, have therefore intentionally and improperly denied rest periods to Plaintiff and the Aggrieved Employees in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of the applicable IWC Wage Orders.

121. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

122. Section 2(G) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

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Exhibit A

123. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

124. Premium pay for denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See Murphy v. Kenneth Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

125. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

126. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

127. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

128. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide Plaintiff and other aggrieved non-exempt

employees with lawful uninterrupted off-duty, net ten-minute rest periods throughout the applicable statutory period. Defendants also systematically denied Plaintiff and other Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied one of their lawfully entitled rest periods.

129. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiff and other aggrieved non-exempt employees lawful rest periods and the corresponding rest period premium pay. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

130. Aggrieved employees may recover penalties for denied rest periods under the PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

FIFTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES UNDER LABOR CODE § 2802

(Against All Defendants)

131. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

132. Plaintiff is informed and believes and based thereon alleges that throughout the period applicable, Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work related expenses they incurred, including expenses for tools as addressed above. Plaintiff and the Aggrieved Employees were not reimbursed for those lawful and necessary work

Exhibit A

related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

133. Labor Code § 2802 provides that: "(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer,… (b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss. (c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section…."

134. Section 9(B) of IWC Wage Order No. 1 instructs that: "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft…."

135. Defendants' knowing and willful failure to reimburse lawful necessary work related expenses and losses to Plaintiff and the Aggrieved Employees resulted in damages and loses because, among other things, Defendants did not inform employees of their right to be reimbursed for those work related expenses. As Defendants failed to inform and misled Plaintiff and the Aggrieved Employees with regard to their rights, Plaintiff and the Aggrieved Employees were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

136. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs

one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

137. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 2802…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

138. As such, Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SIXTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS UNDER LABOR CODE § 226(a) AND KEEP ACCURATE PAYROLL RECORDS UNDER LABOR CODE § 1174

(Against All Defendants)

139. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

140. Plaintiff seeks civil penalties against Defendants for failure to provide Plaintiff and the other Aggrieved Employees accurate itemized wage statements during the applicable statutory period.

141. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings,

Exhibit A

total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

142. Similarly, Sections 7(A)-(B) of IWC Wage Order No. 1 provide: " (A) Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

143. Sections 7(C) of IWC Wage Order No. 1 further requires that: "All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day, and year and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

Exhibit A

144. Labor Code § 226.3 also instructs that: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

145. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and rounded timekeeping entries to the detriment of the Aggrieved Employees, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged above.

146. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Aggrieved Employees, upon each payment of wages, itemized statements accurately showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226, amongst other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Aggrieved Employees with such timely and accurate wage and hour statements.

147. Plaintiff and the Aggrieved Employees suffered injury as a result of Defendants' knowing and intentional failure to provide them with the wage and hour statements as required by law and are presumed to have suffered injury and entitled to penalties under Labor Code §

226(e), as the Defendants have failed to provide a wage statement, failed to provide accurate and complete information as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period, (iii) The name and address of the employer and, (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number. For purposes of Labor Code § 226(e) "promptly and easily determine" means a reasonable person [i.e. an objective standard] would be able to readily ascertain the information without reference to other documents or information.

148. Therefore, as a direct and proximate cause of Defendants' violations of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them and the total numbers of hours they worked in a pay period, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked. Labor Code § 226(e)(1) further instructs that: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees."

149. In addition to these statutory penalties under Section 226(e), Plaintiff also seeks civil penalties under the PAGA against Defendants for providing inaccurate wage statements and also for failure to maintain accurate Employee records during the applicable statutory period.

150. To this end, Labor Code § 1174 provides that: "Every person employing labor in

this state shall:….(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years…"

151. Labor Code § 1174.5 further provides that: "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars ($500)."

152. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

153. As alleged in more detail above, Defendants violated the above statutes by failing to maintain accurate payroll records showing the hours worked daily by, and the wages paid to, Plaintiff and other aggrieved non-exempt employees. Defendants' payroll records pertaining to Plaintiff and other aggrieved non-exempt employees fail to accurately reflect all regular and overtime hours worked, overtime hourly rates, actual gross wages and net wages earned, meal periods, and premium wages owed for denied lawful meal and rest periods.

154. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

Exhibit A

155. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,… subdivisions (c) and (d) of Section 1174,… 1198,…1199,…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

156. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

157. As such, Defendants are liable for PAGA penalties resulting from their failure to provide accurate itemized wage statements to Plaintiff and the Aggrieved Employees and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), and Plaintiff seeks all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

158. Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

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Exhibit A

Exhibit A

SEVENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO TIMELY PAY ALL WAGES OWED IN VIOLATION OF LABOR CODE §§ 203, 204

(Against All Defendants)

159. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

160. Plaintiff and numerous Aggrieved Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom. Plaintiff seeks civil penalties against Defendants for their failure to timely pay Plaintiff and the Aggrieved Employee all wages owed during the applicable statutory period. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation from employment.

161. Under Labor Code § 201, "(a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately…." Under Labor Code § 202, "(a) If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

162. Labor Code § 203 further provides: "(a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days…."

163. Under Labor Code § 2926, "[a]n employee who is not employed for a specified term and who is dismissed by his employer is entitled to compensation for services rendered up to the time of such dismissal." Also, under Labor Code § 2927, "[a]n employee who is not employed for a specified term and who quits the service of his employer is entitled to compensation for

Exhibit A

Exhibit A

services rendered up to the time of such quitting."

164. Labor Code § 204(a) also instructs that: "All wages, …earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Under Labor Code § 204(d), "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

165. Defendants failed to pay Plaintiff and the Aggrieved Employees without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawful rounding of time entries to the detriment of Employees, and by failing to correctly calculate the regular rate used to calculate and pay overtime compensation, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

166. All wages due and owing to Plaintiff and the Aggrieved Employees, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

Exhibit A

167. Under Labor Code § 210, "(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

168. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

169. Plaintiff seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate civil penalty provided by the PAGA statute.

170. Defendants violated the above statutes by failing to promptly pay Plaintiff and other aggrieved non-exempt employees all earned wages due each and every pay period, as well as immediately upon termination and/or within 72 hours upon resignation.

171. During the applicable statutory period, Defendants violated, and continue to violate, California Labor Code § 204 and Section 20 of IWC Wage Order No. 1 by failing to compensate Plaintiff and other aggrieved hourly employee overtime premium wages for overtime hours worked, premium pay for denied off-duty meal and rest periods (wages), and other wages due to Plaintiff and other Aggrieved Employees each pay period, as alleged in more detail herein.

172. Further, Defendants violated, and continue to violate, California Labor Code §§ 201-204, 2926, and 2927 by failing to compensate employees, including Plaintiff and other Aggrieved Employees no longer working for Defendants, for services rendered up to the time of dismissal or quitting.

173. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

174. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 201,… 202, 203, …204,… 558,…1198,…." among the provisions of the Code that allow for recovery of civil or statutory penalties pursuant to the PAGA.

175. Defendants are liable for PAGA penalties resulting from their failure to timely pay all wages owed to Plaintiff and other Aggrieved Employees at the time of their termination of separation from employment, and failure to timely pay all wages owed twice monthly. Accordingly, Plaintiff is entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and 2927, and Plaintiff seeks all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

176. Aggrieved Employees may recover penalties for Defendants' failure to timely pay all wages owed, as the civil penalty under California Labor Code 558 applies to any provision

regulating hours and days of work in any Order, and Plaintiff has fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. On the First Cause of Action: For recovery of all civil penalties for unpaid minimum and regular wages for all hours worked during the applicable statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

2. On the Second Cause of Action: For recovery of all civil penalties for unpaid overtime and premium wages for all hours worked during the applicable statutory period as permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant meal periods during the applicable statutory period and failure to pay one-hour of premium wages to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved

Exhibit A

Employees in an amount according to proof and subject to approval by the Court.

4. On the Fourth Cause of Action: For recovery of all civil penalties for non-compliant rest periods during the applicable statutory period and failure to pay one-hour of premium wages to Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(E) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

5. On the Fifth Cause of Action: For recovery of all civil penalties for Defendants' failure to reimburse all necessary business expenses incurred by Plaintiff and the Aggrieved Employees as permitted by Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

6. On the Sixth Cause of Action: For recovery of all civil penalties for inaccurate wage statements Defendants provided to Plaintiff and the Aggrieved Employees and failure to maintain employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

7. On the Seventh Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for failing to timely pay all wages owed and to timely pay them to Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 204, 1197.5, 1198, 2926, and

Exhibit A

2927, including all civil and statutory penalties, and wages, available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

8. For reasonable attorneys' fees and costs of suit to the extent permitted under the PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount according to proof and subject to Court approval.

9. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of California on readily calculable monies due to the extent provided by California law and authorized under the PAGA, in an amount according to proof;

10. For the Court to otherwise determine the appropriate remedy to compensate Plaintiff and each Aggrieved Employee as required to promote fairness and justice; and

11. For such other and further relief as this Court may deem necessary, proper and/or just.

DATED: January 23, 2019

DAVID YEREMIAN & ASSOCIATES, INC.

By _____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff HENRY CARDIEL
and all similarly aggrieved employees

Exhibit A

Exhibit A

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: January 23, 2019

DAVID YEREMIAN & ASSOCIATES, INC.

By _____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff HENRY CARDIEL
and all similarly aggrieved employees

Exhibit A

EXHIBIT A

DAVID YEREMIAN
& ASSOCIATES INC

535 N BRAND BLVD STE 705
GLENDALE CA 91203

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM; ALVIN@YEREMIANLAW.COM

Exhibit A

November 20, 2018

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128 **(copy by certified mail to MillerCoors LLC)**

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MillerCoors LLC
250 South Wacker Drive, Suite 800
Chicago, Illinois 60606
Certified Mail Tracking Number: 7017 0660 0001 0786 5361

MillerCoors LLC
Incorporating Services, LTD., Agent for Service of Process
7801 Folsom Boulevard, Suite 202
Sacramento, CA 95826
Certified Mail Tracking Number: 7017 0660 0001 0786 5354

Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter
Henry Cardiel, et al. v. MillerCoors LLC

Gentlepersons:

This office represents Plaintiff Henry Cardiel ("Plaintiff") and other aggrieved employees (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff wishes to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendant, MillerCoors LLC and DOES 1 through 50 inclusive (defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act.

We also herein set forth the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of

Exhibit A

Exhibit A

Plaintiff's class-wide claims and the applicable California law governing them. It, along with this Notice Letter, address in detail numerous violations that subject Defendant to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff and the other similarly aggrieved brewery Employees of Defendants consistently worked at Defendants' behest without being paid all wages due. More specifically, Defendants employed Plaintiff and the other similarly aggrieved brewery employees to perform assigned job duties utilizing company established processes, policies, and procedures. Upon information and belief, Plaintiff was employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other aggrieved employees who served in similar and related positions.

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, including by rounding hours worked to the nearest quarter-hour or half-hour to their detriment, failed to pay them at the appropriate rates for all hours worked, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks as required by the Labor Code.

During the course of Plaintiff's employment with Defendants, he and the Aggrieved Employees were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all overtime hours worked, and were forced to work off-the-clock in part due to difficult to attain production requirements and demands Defendants' managers placed upon them. Plaintiff and the Aggrieved Employees generally worked at least five days per work week and often more, with shifts generally ranging from eight and one-half hours to twelve hours for full time employees. Plaintiff's assigned brewery in Irwindale operated through multiple shifts, and Plaintiff was often assigned to work the second or third shifts, for which he and other similarly situated Employees received a shift differential in addition to their regular hourly rate. Upon information and belief, Defendants also automatically deducted thirty-minute meal periods from Plaintiff and the similarly Aggrieved Employees despite the fact meal periods provided were shortened or were otherwise interrupted or provided untimely after five hours of shift work. Defendants also failed to maintain records of meal period times, as Aggrieved Employees were required to swipe their badges to input shift start and end times but were not required to do the same for meal periods.

Defendants' timekeeping policies and practices, which upon information and belief applied to all brewery facility employees uniformly, did not record actual time punches in and out for work shifts and meal periods, or if they did, these entries were rounded down to the Employees' detriment. If Plaintiff and the other Aggrieved Employees inputted their actual and real times worked, they were rounded down to their substantial detriment to the nearest 30 minute or 15-minute increments, perhaps to conform the timekeeping records to their work schedules rather than reflecting the hours they actually worked. Plaintiff and the Aggrieved Employees were therefore systematically underpaid for their hours worked by virtue of the above detailed uncompensated time and Defendants' willful failure to comply with the Labor Code's record keeping requirements. These

Exhibit A

Exhibit A

unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. By implementing policies, programs, practices, procedures and protocols which rounded the hours worked by Plaintiff and the Aggrieved Employees down to their detriment and systematically failed to pay for all hours worked, Defendants' willful actions resulted in the systematic underpayment of wages to Employees, including underpayment of overtime pay over the relevant time period. For example, the unlawful rounding addressed above and the off the clock work caused Plaintiff to begin receiving overtime pay later than he should have. Rather than paying Plaintiff and the Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30- minute time increment), and generally did so to the detriment of the Employees, and Plaintiff contends this policy is not neutral and resulted, over time, to the detriment of the Aggrieved Employees by systematically undercompensating them. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

Defendants paid shift differentials to Plaintiff and the similarly situated Employees working the later shifts, but failed to correctly calculate the regular rate of pay Defendants used to calculate and pay overtime to the Employees, including by failing to factor the shift differential into the regular rate for the regular work week hours. Defendants also required Plaintiff and the Aggrieved Employees to work performing job duties while off the clock and without pay, including by unlawful rounding, or provided shortened or untimely breaks. Defendants have also either failed to maintain timekeeping records for Plaintiff that would permit discovery into the nature and extent of Defendants' unlawful rounding or have refused to produce them to Plaintiff in response to a timely request to be provided with them.

As a result of the above described unlawful rounding and requirements to work off the clock, the failure to calculate and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants thus had a consistent policy or practice of failing to pay Employees for all hours worked, and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at correctly calculated premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code.

Exhibit A

Exhibit A

Plaintiff was often unable to take a meal period and was not provided with the opportunity to do so as a result of Defendants' policy and practice of placing job demands and management requirements above scheduled breaks. If and when he was able to take a first meal period, it was also often provided untimely and after the fifth hour of work or was again interrupted by work demands and manager requirements. Defendants did not schedule a second meal period on shifts over ten hours, and Plaintiff and the Aggrieved Employees were not provided with the opportunity to take any second meal periods on shifts worked over ten hours and up to twelve hours and beyond. Plaintiff and the Aggrieved Employees were similarly denied the ability to take net-ten minute rest breaks for every four hours worked, or major fraction thereof. Defendants' policies and practices have thus systematically denied them, duty-free ten-minute rest periods and thirty-minute, duty-free meal periods. The California Supreme Court has instructed that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." Plaintiff and the Aggrieved Employees were and are under Defendants' control when they remained working during breaks, and an employer cannot impose any restraints on employees not inherent in the rest period requirement itself. Defendants have provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees.

Additionally, Defendants' enforced a uniform policy that prevented Plaintiff and the Aggrieved Employees from leaving the brewery premises during their rest breaks. As for meal periods, to the extent Employees were permitted leave the premises for meal periods, they were still impermissibly shortened, as addressed above. Upon information and belief, there was no bell system or other alert to let Employees know when a break was supposed to begin. Given the above described off the clock work, these breaks were also frequently untimely, with meal periods being provided after the fifth hour of work on a shift or rest break being authorized and permitted after four hours of work, or major fraction thereof.

Defendants thus also had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift, but were often required to do so without receiving a compliant meal break. In fact, as addressed above, Defendants followed a practice of under-reporting or rounding down hours worked in a manner that would impact when Aggrieved Employees were to receive meal periods, and meal periods were therefore either provided late or were interrupted by work demands or shortened by the amount of walk time entailed in taking a break. On occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second meal period, all in violation of the Labor Code and applicable Wage Orders.

Defendants have also consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code and IWC Wage Orders. Specifically, Aggrieved Employees were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises during rest breaks under Defendants' policies.

Exhibit A

Exhibit A

Further, Defendants required Plaintiff and Aggrieved Employees to incur business expenses in connection with performing their required job duties, including expenses for tool purchase and maintenance. However, Defendants failed to reimburse these necessary business expenses incurred by Plaintiff and the Aggrieved Employees, in violation of Labor Code § 2802.

Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. As discussed above, Defendant unlawfully rounded their hours worked to their detriment and required off the clock work, and by not compensating Aggrieved Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to the Aggrieved Employees, in violation of Labor Code § 221. Defendants' common policy and/or practice of understating the hours worked by Aggrieved Employees has given rise to further ongoing violations of Labor Code § 221.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). These inaccuracies are based on the violations noted above such as failure to record all hours worked due to rounding, failure to record proper meal breaks and/or automatic deductions for meal breaks not properly taken. Failure to provide rest breaks and so forth as detailed extensively herein.

In addition, the wage statements are inaccurate and in violation of Labor Code § 226(a) because they do not reflect the proper overtime rate for overtime hours worked which should have been based on the Aggrieved Employees' regular rate of pay. This regular rate of pay should have factored in the shift differentials earned by Aggrieved Employees depending on the shift they worked. It did not. In addition, the rate of pay for each specific shift differential is not reflected on the wage statements (nor are their corresponding hours worked reflected). It only reflects the overtime and double-time rates for these differentials. This violates Labor Code § 226(a)(9). Moreover, the total hours worked listed on the wage statement, which is required on the wage statement by Labor Code § 226(a)(2), is incorrect. It seems to factor in the shift differential hours into the total hours which overstates the total hours worked making the wage statement inaccurate and impossible to understand.

Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis, including for the reasons addressed above, thus giving rise to ongoing violations of Labor Code § 204.

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission

Exhibit A

Exhibit A

for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were required to work off the clock without pay, and were subject to unlawful rounding of hours and failure to compensate Aggrieved Employees for all off the clock work they were required to complete, which compelled Aggrieved Employees to work hours without wages. Moreover, Defendants failed to pay Aggrieved Employees the minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including "pre-shift" and post-shift" hours, as addressed in detail above. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Additionally, Defendants failed to pay Aggrieved Employees for all hours worked and failed to pay overtime compensation at premium overtime rates, and Defendants failed to include all shift differentials in the regular rate used to calculate and pay overtime and double time wages to Plaintiff and the other similarly situated Aggrieved Employees. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Order provisions.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes as required under Labor Code §§ 226.7, 512, and applicable Wage Orders. Specifically, any meal periods Aggrieved Employees did take were consistently less than 30 minutes or were taken after their fifth consecutive hour of work due to off the clock

Exhibit A

work, or were interrupted by job requirements, all in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were required to remain under Defendants' control during rest periods, and breaks were provided untimely due to off the clock work or were interrupted by work requirements. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7, the Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Labor Code § 2802 requires that: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, …" Plaintiff and the Aggrieved Employees were often required to incur expenses, including for tool purchase and maintenance, in performing their daily job duties, and such expenses were necessary for performing those duties. However, Plaintiff and the Aggrieved Employees were not reimbursed by Defendants for those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants. Plaintiffs and the Aggrieved Employees therefore seek to recover wages and penalties pursuant to Labor Code § 2802 and the applicable subsections therein.

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and rounding. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558.

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Exhibit A

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above.

In addition, the wage statements are inaccurate and in violation of Labor Code § 226(a) because they do not reflect the proper overtime rate for overtime hours worked which should have been based on the Aggrieved Employees' regular rate of pay. This regular rate of pay should have factored in the shift differentials earned by Aggrieved Employees depending on the shift they worked. It did not. Moreover, the total hours worked listed on the wage statement, which is required on the wage statement by Labor Code § 226(a)(2), is incorrect. It seems to factor in the shift differential hours into the total hours which overstates the total hours worked making the wage statement inaccurate and impossible to understand.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194.

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., and by failing to maintain records

Exhibit A

Exhibit A

of timekeeping entries for meal periods, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Waiting Time Penalties Pursuant to Labor Code § 203
Some Aggrieved Employees like Plaintiff no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages due and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Unfair Competition Under Business and Professions Code § 17200, *et seq.*
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against MillerCoors LLC. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within thirty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them as a Labor Code § 2698 claim under the Act in an amended Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian

Cc: Defendant MillerCoors LLC by Certified Mail

Exhibit A

Exhibit A

Cadiel v. MillerCoors, LLC

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Sapphire Megarud C. Date of Delivery 11/26/18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

MillerCoors LLC
Incorporating Services, LTD
Agent for Service of Process
7801 Folsom Boulevard, Suite 202
Sacramento CA 95826-2620

9590 9402 2394 6249 1950 86

2. Article Number (Transfer from service label)
7017 0660 0001 0786 5354

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Re

Exhibit A

Electronically FILED by Superior Court of California, County of Los Angeles on 01/29/2019 10:53 AM Sherri R. Carter, Executive Officer/Clerk of Court, by R. Perez,Deputy Clerk
19STCV02979

Exhibit B

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

MILLERCOORS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

HENRY CARDIEL, an individual, on behalf of himself and others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. *¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
David Yeremian, 535 N Brand Blvd., Suite 705, Glendale, CA 91203; P: (818) 230-8380

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 01/29/2019 *(Fecha)* Clerk, by *(Secretario)* Ricardo Perez , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☒ on behalf of *(specify):* **Millercoors LLC, aDelware limited liability company**
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

Exhibit B

 Exhibit C

19STCV02979

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
Alvin B. Lindsay (220236) David Yeremian & Associates Inc. 535 N. Brand Blvd., Suite 705 Glendale, CA 91203 TELEPHONE NO.: (818) 230-8380 FAX NO.: (818) 230-0308 ATTORNEY FOR (Name): Plaintiff, Henry Cardiel	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	
CASE NAME: Cardiel v. Millercoors LLC	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less)	☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- ☐ Auto (22)
- ☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- ☐ Asbestos (04)
- ☐ Product liability (24)
- ☐ Medical malpractice (45)
- ☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- ☐ Business tort/unfair business practice (07)
- ☐ Civil rights (08)
- ☐ Defamation (13)
- ☐ Fraud (16)
- ☐ Intellectual property (19)
- ☐ Professional negligence (25)
- ☐ Other non-PI/PD/WD tort (35)

Employment
- ☐ Wrongful termination (36)
- ☑ Other employment (15)

Contract
- ☐ Breach of contract/warranty (06)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☐ Other real property (26)

Unlawful Detainer
- ☐ Commercial (31)
- ☐ Residential (32)
- ☐ Drugs (38)

Judicial Review
- ☐ Asset forfeiture (05)
- ☐ Petition re: arbitration award (11)
- ☐ Writ of mandate (02)
- ☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- ☐ Antitrust/Trade regulation (03)
- ☐ Construction defect (10)
- ☐ Mass tort (40)
- ☐ Securities litigation (28)
- ☐ Environmental/Toxic tort (30)
- ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint
- ☐ RICO (27)
- ☐ Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- ☐ Partnership and corporate governance (21)
- ☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☑ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action *(specify)*: Seven (7)
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: January 23, 2019
Alvin B. Lindsay
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

Exhibit C

Exhibit D

SHORT TITLE: Cardiel v. Millercoors LLC	CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

Exhibit D

Exhibit D

SHORT TITLE: Cardiel v. Millercoors LLC	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☑ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, (2) 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

Exhibit D

Exhibit D

SHORT TITLE: Cardiel v. Millercoors LLC	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2, 8
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2
		☐ A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2, 5, 11
		☐ A6160 Abstract of Judgment	2, 6
		☐ A6107 Confession of Judgment (non-domestic relations)	2, 9
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		☐ A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1, 2, 8
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2, 3, 9
		☐ A6123 Workplace Harassment	2, 3, 9
		☐ A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		☐ A6190 Election Contest	2
		☐ A6110 Petition for Change of Name/Change of Gender	2, 7
		☐ A6170 Petition for Relief from Late Claim Law	2, 3, 8
		☐ A6100 Other Civil Petition	2, 9

Exhibit D

Exhibit D

SHORT TITLE: Cardiel v. Millercoors LLC	CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: ☐ 1. ☑ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.			ADDRESS: 111 N Hill Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: January 23, 2019

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Exhibit D

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 01/29/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: Ricardo Perez Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 19STCV02979

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM			ASSIGNED JUDGE	DEPT	ROOM
✔	Elizabeth R. Feffer	39						

Given to the Plaintiff/Cross-Complainant/Attorney of Record

on 02/01/2019
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court

By Ricardo Perez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION
The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES
The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE
A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS
Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS
All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS
Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE
A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE
The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS
The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions
Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**
Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

 Exhibit F

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

COURTHOUSE ADDRESS:
Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

PLAINTIFF:
Henry Cardiel, an individual, on behalf of himself and others similar

DEFENDANT:
Millercoors LLC, a Delaware limited liability company

Reserved for Clerk's File Stamp

FILED
Superior Court of California
County of Los Angeles
02/04/2019
Sherri R. Carter, Executive Officer / Clerk of Court
By: Loida Bituin Deputy

NOTICE OF CASE MANAGEMENT CONFERENCE

CASE NUMBER:
19STCV02979

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date:	Time:	Dept.:
04/26/2019	8:45 AM	39

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Elizabeth R. Feffer

Dated: 02/04/2019

Elizabeth R. Feffer / Judge
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☑ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Alvin B. Lindsay
535 N Brand Blvd Ste 705
Glendale, CA 91203

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/04/2019

By Loida Bituin
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 02/04/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: Loida Bituin Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
PLAINTIFF(S): Henry Cardiel, an individual, on behalf of himself and others similarly s	
DEFENDANT(S): Millercoors LLC, a Delaware limited liability company	
ORDER TO SHOW CAUSE HEARING	CASE NUMBER: 19STCV02979

To the party / attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on 04/26/2019 at 8:45 AM in department 39 of this court, Stanley Mosk Courthouse, and show cause why sanctions should not be imposed for:

[✔] Failure to file proof of service.

Failure to comply or appear may result in sanctions pursuant to one or more of the following: California Rules of Court, rule 2.30 and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

[✔] To avoid a mandatory appearance all required documents must be filed at least 5 days prior to the date of the hearing.

Elizabeth R. Feffer

Dated: 02/04/2019

Elizabeth R. Feffer / Judge
Judicial Officer

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 02/04/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: Loida Bituin Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
PLAINTIFF/PETITIONER: Henry Cardiel, an individual, on behalf of himself and others similarly situated	
DEFENDANT/RESPONDENT: Millercoors LLC, a Delaware limited liability company	
CERTIFICATE OF MAILING	CASE NUMBER: 19STCV02979

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order to Show Cause Failure to File Proof of Service upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Alvin B. Lindsay
David Yeremian & Associates, Inc.
535 N Brand Blvd Ste 705
Glendale, CA 91203

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/4/2019

By: Loida Bituin
Deputy Clerk

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
David Yeremian & Associates, Inc. **535 N Brand Blvd Ste 705** **Glendale, CA 91203** TELEPHONE NO.: **(818) 230-8380** FAX NO. *(Optional):* E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*: **Plaintiff**	Exhibit H
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - STANLEY MOSK (EFILING) STREET ADDRESS: 111 N Hill S MAILING ADDRESS: 111 N Hill S CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - STANLEY MOSK (EFILING)	
PLAINTIFF/PETITIONER: Henry Cardiel, an individual, on behalf of himself and others similarly situated DEFENDANT/RESPONDENT: Millercoors LLC, a Delaware limited liability company and DOES 1 through 50, inclusive	CASE NUMBER: 19STCV02979
PROOF OF SERVICE SUMMONS	Ref. No. or File No.: Cardiel v. Millercoors LLC

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action. BY FAX

2. I served copies of: ***Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment;***

3. a. Party served *(specify name of party as shown on documents served)*: ***Millercoors LLC, aDelware limited liability company***

   b. [x] Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
   By Serving Incorporating Services, LTD., Agent for Service

4. Address where the party was served: ***7801 Folsom Blvd Ste 202 Sacramento, CA 95826***

5. I served the party *(check proper box)*

   a. [ ] **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: (2) at:

   b. [x] **by substituted service.** On: **2/7/2019** at: **12:49 PM** I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:
   Tressa White
   Client Representative

   (1) [x] **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.

   (2) [ ] **(home)** a competent member of the household (at least 18 years of age) at the dweling house or usual place of abode of the party. I informed him or her of the general nature of the papers.

   (3) [ ] **(physical address unknown)** a person of at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.

   (4) [ ] I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents:
   on: from: **or** [x] a declaration of mailing is attached.

Invoice # 2422545-02

Exhibit H

PLAINTIFF/PETITIONER:	Henry Cardiel, an individual, on behalf of himself and others similarly situated	CASE NUMBER: 19STCV02979 Exhibit H
DEFENDANT/RESPONDENT:	Millercoors LLC, a Delaware limited liability company and DOES 1 through 50, inclusive	

(5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

(1) on: (2) from:

(3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed* Notice and Acknowledgment of Receipt.) (Code Civ. Proc., § 415.30.)

(4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ **by other means** *(specify means of service and authorizing code section):*

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

a. ☐ as an individual defendant.

b. ☐ as the person sued under the fictitious name of *(specify):*

c. ☐ as occupant.

d. ☒ On behalf of *(specify):* **Millercoors LLC, aDelware limited liability company** under the following Code of Civil Procedure section:

☐ 416.10 (corporation)	☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation)	☐ 416.60 (minor)
☐ 416.30 (joint stock company/association)	☐ 416.70 (ward or conservatee)
☒ 416.40 (association or partnership)	☐ 416.90 (authorized person)
☐ 416.50 (public entity)	☐ 415.46 (occupant)
	☐ other:

7. **Person who served papers**

a. Name: **Jason Marshall**
b. Address: **15345 Fairfield Ranch Rd Suite 200, Chino Hills, CA 91709**
c. Telephone number: **909-664-9577**
d. **The fee** for service was: **$75.00**
e. I am:
(1) not a registered California process server.
(2) ☐ exempt from registration under Business and Professions Code section 22350(b).
(3) ☒ a registered California process server:
(i) ☐ owner ☐ employee ☒ independent contractor.
(ii) Registration No.: **1998-61**
(iii) County: **Sacramento**

PLAINTIFF/PETITIONER:	Henry Cardiel, an individual, on behalf of himself and others similarly situated	CASE NUMBER: 19STCV02979 Exhibit H
DEFENDANT/RESPONDENT:	Millercoors LLC, a Delaware limited liability company and DOES 1 through 50, inclusive	

8. [x] **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jason Marshall Date: **02/11/2019**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address)	TELEPHONE NUMBER	FOR COURT USE ONLY
David Yeremian & Associates, Inc. **535 N Brand Blvd Ste 705** **Glendale, CA 91203** ATTORNEY FOR **Plaintiff**	**(818) 230-8380**	Exhibit H
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, - STANLEY MOSK (EFILING) 111 N Hill S Los Angeles, CA 90012		
SHORT TITLE OF CASE: HENRY CARDIEL, AN INDIVIDUAL, ON BEHALF OF HIMSELF AND OTHERS SIMILARLY SITUATED vs MILLERCOORS LLC, A DELAWARE LIMITED LIABILITY COMPANY AND DOES 1 THROUGH 50, INCLUSIVE		
DATE: TIME: DEP./DIV.		CASE NUMBER: 19STCV02979
Proof of Service by Mail		Ref. No. or File No: Cardiel v. Millercoors LLC

BY FAX

I am over 18 years of age and **not a party to this action**. I am a resident of or employed in the county where the mailing took place.

On **02/08/2019** after substituted service under section C.C.P. 415.20(a), 415.20(b), or 415.95(a) was made, I served the within:

Summons, Complaint, Civil Case Cover Sheet, Notice of Case Assignment;

On the defendant, in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon pre-paid for first class in the United States mail At: **Chino Hills**, California, addressed as follows:

Millercoors LLC, aDelware limited liability company
7801 Folsom Blvd Ste 202 Sacramento, CA 95826

Person attempting service:

a. Name: **Kimberly Lastimosa**
b. Address: **15345 Fairfield Ranch Rd Suite 200, Chino Hills, CA 91709**
c. Telephone number: **909-664-9577**
d. **The fee** for this service was: **75.00**
e. I am:
(3) [X] a registered California process server:
(i) [X] **Employee**
(ii) Registration No.: **1086**
(iii) County: **San Bernardino**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

RAPID LEGAL®

Kimberly Lastimosa Date: **02/08/2019**

Exhibit H

Exhibit H

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
david@yeremianlaw.com
Alvin B. Lindsay (SBN 220236)
alvin@yeremianlaw.com
535 N. Brand Blvd., Suite 705
Glendale, California 91203
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian, II (SBN 146621)
sahagii@aol.com
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff HENRY CARDIEL,
on behalf of himself and other similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HENRY CARDIEL, an individual, on behalf of himself and others similarly situated, Plaintiff, vs. MILLERCOORS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: 19STCV02979 Assigned for All Purposes To: Hon. Elizabeth R. Feffer Dept.: 39 **NOTICE OF CASE MANAGEMENT CONFERENCE** Date : April 26, 2019 Time: 8:45 a.m. Dept.: 39

Exhibit I

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, pursuant to the Court's Order attached as Exhibit A, a Case Management Conference has been set for April 26, 2019, at 8:45 a.m., in Department 39. Plaintiff ordered to give notice.

DATED: February 27, 2019

DAVID YEREMIAN & ASSOCIATES, INC.

By _____
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff HENRY CARDIEL
and all similarly aggrieved employees

Exhibit I

EXHIBIT A

Exhibit I

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

COURTHOUSE ADDRESS:
Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

PLAINTIFF:
Henry Cardiel, an individual, on behalf of himself and others similar

DEFENDANT:
Millercoors LLC, a Delaware limited liability company

Reserved for Clerk's File Stamp

FILED
Superior Court of California
County of Los Angeles
02/04/2019
Sherri R. Carter, Executive Officer / Clerk of Court
By: Loida Bituin Deputy

NOTICE OF CASE MANAGEMENT CONFERENCE

CASE NUMBER:
19STCV02979

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date:	Time:	Dept.:
04/26/2019	8:45 AM	39

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Elizabeth R. Feffer

Dated: 02/04/2019

Elizabeth R. Feffer / Judge
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☑ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Alvin B. Lindsay
535 N Brand Blvd Ste 705
Glendale, CA 91203

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/04/2019

By Loida Bituin
Deputy Clerk

Exhibit I

Exhibit I

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 02/04/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: Loida Bituin Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
PLAINTIFF/PETITIONER: Henry Cardiel, an individual, on behalf of himself and others similarly situated	
DEFENDANT/RESPONDENT: Millercoors LLC, a Delaware limited liability company	
CERTIFICATE OF MAILING	CASE NUMBER: 19STCV02979

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order to Show Cause Failure to File Proof of Service upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Alvin B. Lindsay
David Yeremian & Associates, Inc.
535 N Brand Blvd Ste 705
Glendale, CA 91203

Sherri R. Carter, Executive Officer / Clerk of Court

Dated: 02/4/2019

By: Loida Bituin
Deputy Clerk

Exhibit I

Exhibit I

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 535 N. Brand, Blvd. Suite 705, Glendale CA 91203.

On February 27, 2019, I served the foregoing: **NOTICE OF CASE MANAGEMENT CONFERENCE** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Millercoors LLC
Incorporating Services, LTD, Agent for Service
7801 Folsom Blvd., Ste. 202
Sacramento, CA 95826

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[ ] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[ ] **(BY FACSIMILE)** On _____ before 5:00 p.m., I transmitted such documents from our facsimile machine number (818) 230-0308 to the person(s) at the facsimile numbers listed on the attached service list. Said transmission was reported as complete and without error. A copy of the transmission report which was properly issued by the transmitting facsimile machine is attached hereto.

[ ] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 27, 2019, at Glendale, California.

Natalia Bermudes

Exhibit I

McGuireWoods LLP
Michael D. Mandel, Esq. (SBN 216934)
Email: mmandel@mcguirewoods.com
Amy E. Beverlin, Esq. (SBN 284745)
Email: abeverlin@mcguirewoods.com
1800 Century Park East, 8th Floor
Los Angeles, CA 90067-1501
Tel: (310) 315-8200
Fax: (310) 315-8210

Attorneys for Defendant
MILLERCOORS LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

HENRY CARDIEL, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

MILLERCOORS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 2:19-cv-1727

[Los Angeles County Superior Court Case No. 19STCV02979]

DECLARATION OF JAMES GRAHAM IN SUPPORT OF DEFENDANT MILLERCOORS LLC'S NOTICE OF REMOVAL OF CIVIL ACTION FROM STATE COURT

Complaint Filed: January 29, 2019
Complaint Served: February 7, 2019

DECLARATION OF JAMES GRAHAM

I, JAMES GRAHAM, declare as follows:

1. I have personal knowledge of the facts and matters set forth in this declaration. I am over 18 years of age and, if called as a witness, I could and would competently testify to all facts within my knowledge except where stated upon information and belief.

2. I am employed by MillerCoors LLC ("MillerCoors") as a Senior Human Resources Manager in Irwindale, California and have held this position since September 2017. Consequently, I have knowledge of and am familiar with the corporate structure of MillerCoors.

3. In my capacity as Senior Human Resources Manager, I am responsible for, among other things, managing human resources and employee relations issues related to MillerCoors operations, and ensuring that MillerCoors' employee records and data are appropriately maintained in the regular course of its business. Based upon my job duties and my review of MillerCoors' files and records, I am familiar with MillerCoors' employment policies and practices and the record keeping methods used for compiling and maintaining the business records as they relate to such responsibilities, matters, and activities. In my position at MillerCoors, I have access to and regularly work with Human Resources and payroll data of employees and former employees of MillerCoors. This information is maintained in the regular course of business by persons with a duty to do so, and they are kept in the ordinary course of MillerCoors' business.

4. In addition, consistent with my above-described position, I am generally familiar with MillerCoors' corporate organization, offices, and officers, including where they perform various executive functions to direct, control, and coordinate the operations of MillerCoors, as well as of MillerCoors' corporate operations and operating structure hierarchy, including its operating subsidiary corporations.

5. According to MillerCoors' employee records, Plaintiff Henry Cardiel is a former MillerCoors employee who worked as a Machinist from on or about March 13, 2006 until on or about April 20, 2018. I have reviewed Mr. Cardiel's personnel records and they reflect that, at all times during his employment with MillerCoors, he had a residential address in California.

6. During his employment, Mr. Cardiel was represented by a labor organization known as the International Association of Machinists and Aerospace Workers, District 947, Local 311 (the "IAM"). At all times since at least September 2015, the IAM and MillerCoors have been parties to a collective bargaining agreement ("IAM CBA") that sets forth the collectively-bargained terms and conditions governing the employment of all machinists employed by MillerCoors in its Irwindale, California facility. A true and correct copy of the IAM CBA is attached hereto as **Exhibit 1**. Mr. Cardiel's employment with Defendant was also governed by a series of "side letters" regarding understandings reached between the IAM and Defendant during the parties' contract negotiations in 2015. A true and correct copy of the IAM CBA side letters is attached hereto as **Exhibit 2**.

7. During Mr. Cardiel's employment with MillerCoors, electricians and other electrical workers employed by MillerCoors in its Irwindale, California facility were represented by a labor organization known as the International Brotherhood of

Electrical Workers – Local #2295 (the "IBEW"). At all times relevant, the IBEW and MillerCoors have been parties to a collective bargaining agreement ("IBEW CBA") that sets forth the collectively-bargained terms and conditions governing the employment of all machinists employed by MillerCoors in its Irwindale, California facility. A true and correct copy of the IBEW CBA is attached hereto as **Exhibit 3**. The IBEW and MillerCoors were also parties to a series of "side letters" regarding understandings reached between the IBEW and Defendant during the parties' contract negotiations in 2015. A true and correct copy of the IBEW CBA side letters is attached hereto as **Exhibit 4**.

8. During Mr. Cardiel's employment with MillerCoors, bottlers, brewers, and checkers employed by MillerCoors in its Irwindale, California facility were represented by a labor organization known as the International Brotherhood of Teamsters – Local #896 (the "Teamsters"). At all times relevant, the Teamsters and MillerCoors have been parties to a collective bargaining agreement ("Teamsters CBA") that sets forth the collectively-bargained terms and conditions governing the employment of all machinists employed by MillerCoors in its Irwindale, California facility. A true and correct copy of the Teamsters CBA is attached hereto as **Exhibit 5**. The Teamsters and MillerCoors were also parties to a series of "side letters" regarding understandings reached between the Teamsters and Defendant during the parties' contract negotiations in 2015. A true and correct copy of the Teamsters CBA side letters is attached hereto as **Exhibit 6**.

9. During Mr. Cardiel's employment with MillerCoors, mechanics and gardeners employed by MillerCoors in its Irwindale, California facility were represented by a labor organization known as the United Automobile Workers, Aerospace, Agricultural Implement Workers of America, UAW Region 5, Local

#509 (the "UAW"). At all times relevant, the UAW and MillerCoors have been parties to a collective bargaining agreement ("UAW CBA") that sets forth the collectively-bargained terms and conditions governing the employment of all machinists employed by MillerCoors in its Irwindale, California facility. A true and correct copy of the UAW CBA is attached hereto as **Exhibit 7**. The UAW and MillerCoors were also parties to a series of "side letters" regarding understandings reached between the USW and Defendant during the parties' contract negotiations in 2015. A true and correct copy of the UAW CBA side letters is attached hereto as **Exhibit 8**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 7, 2019, at Irwindale, California.

JAMES GRAHAM

FINAL AGREEMENT

Between

MILLERCOORS, LLC

IRWINDALE BREWERY

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

And AEROSPACE WORKERS, DISTRICT 947, LOCAL 311

Term of Agreement:

September 28, 2015 - September 30, 2018

Exhibit 1

ALPHABETICAL INDEX

MACHINISTS CONTRACT

Exhibit 1

ALPHABETICAL INDEX

MACHINISTS CONTRACT

(CONTINUED)

Exhibit 1

SIDE LETTERS

AGREEMENT

This Agreement, entered into this twenty-eighth day of September 2015, by and between the MillerCoors ("Company") and District Lodge 947, of the International Association of Machinists, acting for and on behalf of Local Lodge 311 and the Grand Lodge of the International Association of Machinists ("Union") constitutes the full and complete understanding of the parties as to the terms of the Collective Bargaining Agreement between the Company and the Union covering the period September 28, 2015 to September 30, 2018.

ARTICLE I UNION SECURITY

(a) The Company recognizes District Lodge No. 947, International Association of Machinists, as the exclusive representative of all of its Machinists, Helpers, and Apprentices for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment or other conditions of employment in the bargaining unit for which it has been certified in Case No. 21 RC 1017, in accordance with the provisions of the Labor Management Act of 1947.

This Agreement covers mechanical maintenance work normally and customarily performed by Machinists employed under this Agreement. The Company agrees that it will not sublet such work to be performed on the premises of the Company, except that, when special circumstances exist, exceptions may be made. When the Company intends to subcontract work covered by this Agreement, the Company will notify the Union in advance, except in emergencies. Examples of some of the special circumstances which will be considered in subcontracting work covered by this Agreement include the following: when the work is of such a nature that it should be subcontracted, when the Company does not have the equipment or facilities necessary to perform the work, when employees do not have the skills necessary to perform the work, when the Company does not have available qualified employees employed under this Agreement to perform the work, when the work cannot be completed within required time limits, when the work is warranty work, when the work is related to insurance coverage, or when the work is of an emergency nature.

Nothing in this Agreement or in the prior practice of the parties shall limit the Company's right to subcontract new construction, major new equipment installations and major modifications and major replacements of equipment, and work related thereto, even when Machinists employed under this Agreement are on layoff. The Company may on occasion elect to perform such work in house, but this shall not restrict the Company's right to revert to subcontracting such work.

The Union reserves the right to utilize the Grievance Procedure (Article VI) if the Company violates the provisions of the preceding two paragraphs.

Exhibit 1

(b) It is understood that members of the Machinists' bargaining unit may operate equipment normally operated by members of the Production employees bargaining unit during start-ups, following maintenance activities, changeovers, if the equipment is not operating properly, to cover for breaks, lunches, quality checks, and for training purposes. The Company may assign to employees covered by this Agreement work that is ordinarily performed by members of other bargaining units, and may assign work that is ordinarily performed by members of the Machinists' bargaining unit to members of other bargaining units. No tools or equipment are within the exclusive jurisdiction of the Machinist bargaining unit and may be utilized by any employee of the Company.

(c) All present Machinists who are not members of the Union shall, as a condition of their continued employment, become members of Lodge No. 311 of the International Association of Machinists at the expiration of thirty (30) days of the effective date hereof. Machinists hereafter hired shall, as a condition of employment, become members upon expiration of thirty (30) days after date of hire. Employees shall, as a condition of employment, remain members in good standing of the Union, subject to the provisions of the Labor Management Act. The names of all employees hired shall be submitted to the shop steward within two (2) days after hiring.

(d) Neither the Company nor the Union shall discriminate against any individual because of his race, age, religion, handicap status, color, ancestry, sex, veteran status, or national origin, with respect to opportunity for or tenure of employment or with respect to any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

(e) Check Off. Upon authorization voluntarily submitted in writing by an employee, the Company will withhold and deduct regular monthly dues from his pay and remit same to the Union in the amount as established by the by laws of the Union.

The Union will keep the Company informed of the proper amount to be deducted in each case. Such authorization shall be signed by the employee on cards to be supplied by the Union, in the following form:

AUTHORIZATION FOR CHECK OFF OF DUES

To:

I hereby assign to District Lodge 947 of the International Association of Machinists and Aerospace Workers from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the Financial Secretary of said Union may certify as due and owing from me as an initiation or reinstatement fee, and monthly dues in the amount of $_____ per month, or such amount as may hereafter be established by the Union and become due it as my monthly membership dues in said Union.

I authorize and direct you to deduct such amounts from my pay and remit same to the Union at such time and in such manner as may be agreed upon between the Company and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be effective and irrevocable for the period of one (1) year, or until the termination of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be effective and irrevocable for successive periods of one (1)year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union within the last fifteen (15)days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner.

Signature _____

Date _____

Address _____

Clock # _____

Dept. _____

The Union hereby indemnifies the Company and holds it harmless against any and all financial liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions of this paragraph (d), or in reliance on any authorization or certification that shall have been furnished to the Company, under any such provisions.

ARTICLE II HOURS AND SHIFTS

(a) Except as provided in Section (i), (j), (k), and (l), this Article is intended to define the normal hours of work and shall not be construed as a guarantee of work per day or per week or of days of work per week.

(b) Eight (8) consecutive elapsed hours, inclusive of a half hour paid meal period, shall constitute a regular shift or day of work. Five (5) such consecutive days, Monday through Friday, shall constitute a regular week of work. The arrangement of work shall be left to the Company.

(c) The regular workweek shall commence with the first shift on Monday, and end at the conclusion of the third shift on Friday.

(d) Where special conditions prevail in the Company, the Union shall negotiate a workweek of work hours covering those special conditions with the Company by addendum.

(e) The first shift shall start no earlier than 4:30am and no later than 7:30am.

(f) The second shift shall start no earlier than 1:00 p.m. and no later than 3:00 p.m.

(g) The third shift shall start no earlier than 9:00 P.M. and no later than 11:00 p.m.

(h) On a voluntary basis, employees may be scheduled up to one and one half (1 1/2) hours in advance of the normal start time.

(i) Employees assigned to a second shift operation shall receive twenty five cents ($.25) an hour above their base hourly rate for time so worked. Employees assigned to a third shift operation shall receive thirty two cents ($.32) an hour above their base hourly rate for time so worked.

(j) Employees transferred during a calendar week workweek from one shift to another shall be given twenty four (24) hours' notice or shall be paid overtime for the shift so worked. Change of shift shall not result in any loss of time to any employee, and when an employee is transferred from one shift to another shift with the requisite twenty four (24) hours' notice and where the transfer is for more than one shift, no overtime pay shall be required. When an employee is transferred from one shift to another for one shift only, he shall be compensated at the rate time and one half (1 1/2) his regular rate, unless a higher rate is required by paragraph of this Article II. In all cases of transfer the employee affected shall have a minimum rest period of seven (7) hours between shifts.

(k) Except as otherwise provided for herein, the provisions pertaining to overtime hours for the various local lodges covered by this Agreement are set forth below:

Time and one half for the first three (3) hours worked over seven and one half (7 1/2) straight time hours in one (1) day, and double time thereafter until quitting time. All work on Saturday and Sunday in excess of forty (40) hours per workweek shall be paid for at double time. In assigning overtime to employees, the following principles shall be observed:

1. The Company agrees to maintain an overtime distribution record which shall be made available to the steward for inspection. This record shall show the difference in accumulated overtime charged to all employees, commencing with the date of signing this Agreement. Overtime charged to an individual shall be the number of pay hours involved, not actual hours.

2. Overtime shall be distributed as equally as possible among qualified employees in the same Business Unit by shift.

3. Employees who decline overtime shall be charged as having worked it for purposes of this provision. Overtime occurring during an employee's absence for any reason and for which the employee would have been qualified will be charged to such employee for the purpose of this provision but not in an amount to cause the overtime hours charged to them to exceed those of the employee with the highest hours.

4. Overtime to be worked shall be assigned as follows provided the employee is capable and qualified by shift.

Daily and Weekend:

1) Volunteers by Business Unit

2) Volunteers by Packaging (including PEST)

3) Force by Business Unit

PEST Team members may be scheduled or called in to perform overtime work assigned within their team regardless of their position on the overtime roster. Employees may be scheduled to work week-end overtime on a shift other than that which they are normally scheduled provided there is a period of seven (7) hours between shifts. When a holiday occurs on a Monday, the overtime hours charged for that holiday shall be calculated into the previous week's overtime hours.

Employees who are on vacation shall be ineligible to work overtime on the Saturday and Sunday following the employee's vacation. An employee will not be required to work overtime on a weekend or holiday preceding a vacation period. This will not preclude the employee's right to volunteer for the weekend or holiday preceding a vacation.

(l) Except where work is not available by reason of acts of God, fire, flood or outside power failure, an employee called and/or reporting for work at the beginning of the shift shall receive either four (4) hours work or four (4) hours pay at the applicable rate, provided he does not leave sooner of his own accord, and except Saturdays, Sundays, and holidays any employee who works more than four (4) hours shall receive either eight (8) hours work or eight (8) hours pay provided he does not leave sooner of his own accord.

(m) Any employee shall be deemed as requested to report on his regular shift unless notified by authorized Company representative to the contrary at the close of the previous day's work. In the event an employee has been absent for any reason, this Section shall not apply unless he has first contacted his supervisor and is notified when to report to work.

(n) Any employee called back to perform emergency repair work on machinery or equipment shall be required to perform only the specific emergency repair work on that machinery or equipment for which he was called back and shall receive a minimum of four (4) hours pay at the applicable overtime rate. Any employee called back to work as provided in this subparagraph on a regularly scheduled workday shall not be prevented because of the fact from completing his regularly scheduled shift if he desires to do so.

(o) An employee shall not be required to stand by for a call-back to work after the termination of his regular shift.

In the event of a line breakdown, production demands, or major repairs, the Machinist working on the job may be required to remain on the job until the job is completed for a period not to exceed four (4) hours, regardless of that employee's position on the overtime distribution record.

(p) Attendance is required at training sessions scheduled for employees. Such training may be held during overtime hours and paid at the applicable rate. The Company can assign employees to attend classes without regard for shift assignments.

(q) PEST team assignments will be discussed with the shop steward or alternate and two of their designees to obtain input on employees being considered for the PEST Team assignment and such input will be a significant component in the selection process, however, the final selection of PEST team members will be assigned by management, taking into consideration the employee's skills and abilities which could involve assignments out of seniority order. Said individuals may be assigned to a shift regardless of seniority standing provided the employee has at least (1) year of seniority. Additionally, PEST team members may be assigned to any shift for the purpose of training.

(r) Any error in the assignment of overtime shall be remedied by awarding the overlooked employee the next overtime assignment.

ARTICLE III HOLIDAYS

The following shall be considered legal holidays:

2015

8. COLUMBUS DAY	MON, OCT. 12, 2015
9. VETERAN'S DAY	MON, NOV. 9, 2015
10. THANKSGIVING DAY	THUR, NOV. 26, 2015
11. DAY AFTER THANKSGIVING	FRI, NOV. 27, 2015

12. CHRISTMAS EVE	THUR, DEC. 24, 2015
13. CHRISTMAS DAY	FRI, DEC. 25, 2015
14. NEW YEARS EVE	THUR, DEC. 31, 2015

2016

1. NEW YEARS DAY	FRI, JAN, 1, 2016
2. MARTIN LUTHER KING	MON, JAN, 18, 2016
3. PRESIDENTS' DAY	MON, FEB. 15, 2016
4. GOOD FRIDAY	FRI, MAR. 25, 2016
5. MEMORIAL DAY	MON, MAY 30, 2016
6. INDEPENDENCE DAY	MON, JULY 4, 2016
7. LABOR DAY	MON, SEPT. 5, 2016
8. COLUMBUS DAY	MON, OCT. 10, 2016
9. VETERAN'S DAY	FRI, NOV. 11, 2016
10. THANKSGIVING DAY	THUR, NOV. 24, 2016
11. DAY AFTER THANKSGIVING	FRI, NOV. 25, 2016
12. CHRISTMAS EVE	FRI, DEC. 23, 2016
13. CHRISTMAS DAY	MON, DEC. 26, 2016
14. NEW YEARS EVE	FRI, DEC. 30, 2016

2017

1. NEW YEARS DAY	MON, JAN, 2, 2017
2. MARTIN LUTHER KING	MON, JAN, 16, 2017
3. PRESIDENTS' DAY	MON, FEB. 20, 2017
4. GOOD FRIDAY	FRI, APR. 14, 2017

5. MEMORIAL DAY	MON, MAY 29, 2017
6. INDEPENDENCE DAY	TUE, JULY 4, 2017
7. LABOR DAY	MON, SEPT. 4, 2017
8. COLUMBUS DAY	MON, OCT. 9, 2017
9. VETERAN'S DAY	FRI, NOV. 10, 2017
10. THANKSGIVING DAY	THUR, NOV. 23, 2017
11. DAY AFTER THANKSGIVING	FRI, NOV. 24, 2017
12. CHRISTMAS EVE	MON, DEC. 25, 2017
13. CHRISTMAS DAY	TUES, DEC. 26, 2017
14. NEW YEARS EVE	MON, JAN. 1, 2017

2018

1. NEW YEARS DAY	TUE, JAN, 2, 2018
2. MARTIN LUTHER KING	MON, JAN, 15, 2018
3. PRESIDENTS' DAY	MON, FEB. 19, 2018
4. GOOD FRIDAY	FRI, MAR. 30, 2018
5. MEMORIAL DAY	MON, MAY 28, 2018
6. INDEPENDENCE DAY	WED, JULY 4, 2018
7. LABOR DAY	MON, SEPT. 3, 2018

Contract ends prior to Columbus Day Monday October 8th, 2018.

(a) Employees shall receive eight (8) hours pay at straight time (including shift premium, if any, of the employee's regular shift) when no work is performed on the above mentioned holidays. If an employee is required to work on a holiday he shall receive two (2) times his straight time hourly rate of pay for all hours worked in addition to holiday pay provided the employee has worked 32 hours in

weeks with one holiday and 24 hours in weeks with two holidays. Employees called to work on holidays shall receive not less than four (4) hours pay at the holiday rate.

(b) To qualify for holiday pay, an employee must work his full scheduled shift on the day before the holiday and his full scheduled shift on the day after the holiday, unless he is excused by the Company for bona fide reasons. An employee laid off fifteen (15) days prior to or recalled fifteen (15) days after a holiday shall receive holiday pay.

(c) Should a holiday fall in the vacation period of the employee, he shall receive either an extra day's vacation or an extra day's pay in lieu thereof.

ARTICLE IV VACATIONS

(a) The following vacation qualification provision applies to employees hired prior to January 1, 2010:

All employees upon the completion of at least one (1) year of continuous employment within such year with the Company shall be entitled to vacation as follows so long as the employee's seniority remains unbroken:

One Year	One week
Two Years	Two weeks
Three Years	Three weeks
Five Years	Four weeks
Eight Years	Five weeks
Ten Years	Six weeks

For an employee whose vacation eligibility date occurs on and after

July 1, 1977:

Fifteen Years	Seven weeks
Twenty Years	Eight weeks

All employees hired after January 1, 2004 shall receive a maximum of six (6) weeks of vacation in accordance with the schedule set forth above. The following vacation qualification provision applies to employees hired after January 1, 2010:

One Year	One week
Two Years	Two weeks
Three Years	Three weeks
Nine Years	Four weeks
Sixteen Years	Five weeks
Twenty-four Years	Six weeks

(b) For purposes of vacation, there shall be a common anniversary date period, which shall be from January 1 to December 31 of each year.

(c) Each employee eligible to request vacation in accordance with this labor agreement will be required to indicate their vacation on a form provided by the Company. Such vacation selection must be made no later than December 1 of each year. For vacation purposes only, the Company will notify employees of the shift on which they will select their vacation no later than the last full week of October.

(d) Employees shall have the choice of vacation periods in accordance with their seniority and shift assignment, subject, however, to the Company's right to limit the number of employees who may take vacation, in their assigned vacation group, in any given week and on any given shift.

(e) Employees shall request vacation by indicating their preference by seniority on the shift and vacation group on which they are a member at the time vacation selection begins. Employees on special assignments shall select vacation with the group they are assigned for overtime purposes.

(f) Employees not qualifying for a vacation within a period of twelve (12) consecutive months may qualify by completing forty five (45) weeks work with the Company within a period of twenty four (24) consecutive months. No employee shall become entitled to their vacation in a period short of fifty two (52) weeks, and no time of employment worked in excess of forty five (45) weeks in any consecutive fifty two (52) weeks of employment can be carried over as a credit to the next vacation. Absences up to sixty (60) calendar days on account of illness or accident shall be considered as time worked for the purpose only of obtaining forty five (45) weeks of employment required for vacation eligibility.

(g) Compensation for vacation shall be paid at the rate of straight time for the shift regularly worked. Neither vacations nor vacation pay will be cumulative from year to year, and no employee shall accept vacation pay in lieu of time off. There shall be no pre-payment of vacations.

(h) No employee discharged for cause shall receive pro rata vacation. This provision shall not serve to deny vacation pay to an employee discharged after they have qualified for a vacation.

(i) In the event an employee who has received their first vacation from the Company is terminated other than for cause, or if an employee is laid off by the Company, they shall be paid pro rata vacation pay as follows: For every one hundred and forty (140) hours worked toward a vacation for the Company since their last vacation eligibility date, they shall receive an amount equal to one twelfth (1/12) of the vacation pay they would have received if they had not been terminated and had worked the required forty five (45) weeks to qualify for a vacation with the Company.

(j) Time paid for hereunder may never be counted for the purpose of any other vacation credit.

(k) Vacation selection shall be as follows:

- Line Support By Shift – By Business Unit
- Focus Equipment (PEST)

(l) If the employee is not available to make a vacation selection, it will be the employee's responsibility to contact the Company, and the employee will be entitled to select a vacation from the remaining available weeks. The Company will schedule vacations for those employees who fail to select their vacation by December 1. All vacation assignments will be finalized and posted by December 15.

(m) No employee may schedule vacation which would cause the Company's weekly vacation quota to be exceeded.

(n) Time paid for hereunder may never be counted for the purposes of any other vacation credit.

(o) Vacation request for a week in which a holiday occurs must specify if and when the requested extra day(s) off in lieu of pay will be taken. Available vacation weeks will be reduced in any given week by the number of employees who elect to take a day in lieu of, unless determined otherwise by management approval.

(p) Upon termination of employment, employees will be paid all unused and pro rata vacation in a lump sum. Such vacation pay shall not be used to extend employment.

(q) Beginning with the 2016 vacation selection period, employees with three (3) weeks or more of vacation shall be allowed one (1) week of vacation to be taken in single day increments. Such vacation selection must be made no later than December 1 of each year. Changes to single days must be scheduled two (2) weeks in advance and are subject to manager approval. In the event an employee does not use the five (5) days or any portion thereof, the employees will be paid for the days not taken within the month following the end of the vacation year.

ARTICLE V SENIORITY

An employee's seniority shall be defined as a length of continuous service with the Company in the separate classifications provided for in this Agreement. It shall be applied as follows:

(1) On layoffs and rehiring, where the senior employee is qualified to perform the required work, seniority shall prevail; provided, however, that for layoff purposes only, the shop steward shall have top seniority while serving in that capacity.

(2) In the case of a layoff or reduction in force, the employee shall be given twenty four (24) hours' notice, or notified not later than by the end of the employee's preceding shift.

(3) The Company shall determine the number of Machinists to be assigned to each shift. When vacancies occur and qualifications are equal, preference in assignment of shift work shall be given to employees having higher seniority. The elected steward shall be considered to have the highest seniority for purposes of shift assignment.

(4) No later than October 1 of each year, each employee who has completed a probationary period will be required to indicate their shift of preference, on a form provided by the Company. Shift assignments will be made on the basis of seniority and staffing needs provided qualifications are equal. The Company shall post shift assignments by the last week of October. Such shift assignments shall be effective the first full week of January. An employee who has not completed a probationary period may be assigned to any shift. Upon completion of the probationary period, the employee will be assigned to the shift which their seniority allows them to hold until the next shift preference selection period.

(5) For recall purposes only, seniority rights of a laid off employee will continue to accumulate for a period not to exceed twelve (12) months during such layoff.

(6) Seniority shall be lost for the following reasons only:

(a) Voluntary quit.

(b) Discharge for cause

(c) Failure to return to work within five (5) working days after recall from layoff. The Company shall notify the recalled employee by registered letter or certified mail to his last known address.

(d) Absence from work for twelve (12) consecutive months for reasons other than industrial accident. In case of sickness, time may be extended by mutual agreement between the Company and the Union.

(7) The probationary period for newly hired employees shall be one hundred eighty (180) calendar days. Probationary employees shall not acquire seniority until they have completed the probationary period at which time their seniority date shall be from the time of hire with the Company

Exhibit 1

ARTICLE VI GRIEVANCE PROCEDURE

Should any differences arise between the Company or its representative and the Union as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, an earnest effort shall be made to settle such differences immediately by negotiations in the following manner and series of procedures, each negotiation, unless waived in writing, being a necessary procedure prior to the negotiation next set forth:

1st. Between the employee or employees affected and the foreman, or between the employee or employees affected, the shop steward and the foreman.

2nd. If the grievance is not disposed of in Step 1 within five (5) working days between the employee or employees affected, the shop steward and the Company management.

3rd. If the grievance is not disposed of in Step 2 within five (5) working days between a representative or representatives of the Union and Company management.

4th. If the grievance is not disposed of in Step 3 within five (5) working days between representatives designated by the Union and representatives designated by the Company management.

All grievances shall be submitted to the other party to the contract herein in writing and shall clearly set forth the issues and contentions of the aggrieved parties. Any grievance which is not so submitted within five (5) working days following the event giving rise to such alleged grievance shall be forfeited and waived by the aggrieved party, provided that such waiver shall not be construed as a waiver of any subsequent or recurring event of the same kind of character.

Any disputed grievance involving the meaning and application of the provisions of this Agreement which is not disposed of in Steps 1st to 4th above shall be submitted to final and binding arbitration at the option of either the Company or its agent or the Union under the following procedure:

In the event the parties are unable to agree to an Arbitrator within five (5) days, both parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) names. Either party has a right to reject one panel apiece. The parties shall alternately strike the names from said list and the remaining individual shall be designated as the Arbitrator.

The decision of the Arbitrator shall be, subject to lawful appeal, final and binding upon the Company and the Union, and such Arbitrator shall have no power to add to, subtract from, change or modify any provisions of this Agreement and shall be authorized only to interpret the existing provisions of said Agreement and apply them to the specific facts of the disputed grievance submitted to arbitration.

The fees of the Arbitrator and the other expenses incidental to the hearings or meetings involved in the case and jointly incurred by the parties to such arbitration shall be borne equally by the

Exhibit 1

Company and the Union. Expenses severally contracted by either party hereto including those incurred in the preparation or presentation of its case shall be paid by the party incurring the same.

ARTICLE VII WORKING CONDITIONS

(a) Industrial Accidents. Where an employee is injured so seriously that he is unable to work on his next regular shift following the shift on which he was injured, he shall be paid his full day's pay for the day on which the injury occurred.

Follow-up or continuing medical treatment which is necessary following a work-related injury shall be scheduled during non-working hours. When verified circumstances require that such treatment be scheduled during work hours, the employee involved will be released from work and compensated for wages lost.

(b) Safety Rules. In the interest of maintaining high standards of safety, and to minimize industrial accidents and illness, the following is agreed:

(1) The Company will comply with all State and Federal safety and sanitary laws. Suitable washrooms and lockers shall be maintained and kept in clean and sanitary conditions.

(2) Adequate safety devices shall be provided by the Company, and when such devices are furnished, it shall be mandatory for employees to use them.

(3) No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based upon the claim that said job is not safe, or might unduly endanger his health, until it is determined by the Company that the job is or has been made safe, or will not unduly endanger his health. Any dispute concerning such determination is subject to the grievance procedure.

ARTICLE VIII UNION RECOMMENDATION

The Union agrees to exert its power as a labor organization to recommend and make all reasonable efforts to benefit the business of the Company.

ARTICLE IX HEALTH PROTECTION

All shops shall be sanitary, protected from the elements, and properly lighted and heated. The Company agrees to furnish rubber boots, raincoats and hats for employees who are compelled to work under conditions normally requiring their use.

Exhibit 1

ARTICLE X BEVERAGE PRIVILEGE

(a) Employees will be given the right to purchase beer for private consumption in accordance with the regulations established by the Company for the control of such beer sales for private consumption.

(b) The possession (except as required in the performance of job duties) or consumption of alcoholic beverages on the Company's premises is prohibited, except as specifically authorized by the Resident Manager. Employees who violate this provision shall be discharged.

(c) Effective on March 1, 1986, all on premises consumption of beer shall be eliminated, and in exchange, employees shall be entitled to receive three (3) cases of beer per month free to charge to be distributed in accordance with the procedures established by the Company. Prior to the March 1, 1986, effective date, a notice will be posted reminding employees of the change.

(d) Should any statute, regulation, ordinance or other binding directive from a governmental agency hereafter impose or require any charge, deposit, tax, or other payment of money on beer purchased or received by an employee pursuant to this Article, the payment of such money shall be the responsibility of the employee receiving the gratis or purchased beer and shall be a condition to the receipt of such beer by the employee.

ARTICLE XI LABOR LEGISLATION

This contract shall be subject to such conditions as may be included in any existing Federal or State legislation or that may be passed in the future.

ARTICLE XII RIGHT OF MANAGEMENT

(a) The Union concedes the right of the Company to discharge any Machinists for just cause. Should a Machinist be unable to continue his employment due to illness or injury, he shall report to his foreman at the earliest possible moment.

(b) The Company shall have the right to study, develop and implement new work methods and processes to improve the productivity and effectiveness of the maintenance function. Except as specifically limited by the express written provisions of this Agreement, the Company shall have the right to take steps it deems necessary to improve the productivity and effectiveness of the maintenance function, including but not limited to, the right to assign and reassign Machinists to work covered by this Agreement, to combine or eliminate job functions, to lay off or recall Machinists and to require Machinists to complete paperwork as deemed necessary by the Company.

Exhibit 1

(c) This Article shall not be deemed to limit in any way the Company's inherent management rights not elsewhere limited by this Agreement.

ARTICLE XIII APPRENTICE

If and when apprentices are employed, such employment shall be governed by state or federal law governing same.

ARTICLE XIV DISTRIBUTION OF LITERATURE

Any literature distributed by an employee, other than notices of Union meetings or pertaining to Union business must have the consent of the Company.

ARTICLE XV – WAGES

(a) Hourly rates of pay for the period effective:

	9/27/15	9/25/16	9/24/17
Journeyman			
Machinist	$32.86	$33.11	$33.46

PROBATIONARY EMPLOYEES – Four dollars and fifty cents ($4.50) less than regular rate for their position during the first ninety (90) calendar days of employment. For the remainder of their probationary period they will receive three dollars ($3.00) less than the regular rate for their position.

(b) All employees will be paid by direct deposit. Employees may have their pay deposited into any bank which belongs to an A.C.H. (Automated Clearing House).The pay week for all Machinists shall commence on Sunday and end on Saturday.

ARTICLE XVI - HEALTH AND WELFARE

(a)On the fifteenth (15th)day of each and every month, the Employer agrees to pay the Los Angeles Machinists Benefit Trust Fund, the sum of one thousand five hundred twenty eight dollars ($1528.00) per month for each employee covered by this Agreement through December 31, 2015.Said sum shall provide insurance Health and Welfare benefits covering said employees and certain members of the families of such employees as provided for in the summary of Benefits negotiated for each such eligible employee as outlined in the Agreement and

Declaration of Trust governing this Plan.The Employer shall not be obliged to pay the said sum for any employee who is, on the tenth (10th) day of the month in question, a probationary employee or is within a probationary period and provided further, that the Employer is not required to pay the said sum on behalf of any employee unless said employee:

(1) Has worked at least one (1) day in the first ten (10) days of the month in which said contribution is made, or

(2) Is on paid vacation during said period, or

(3) Is temporarily absent from work during said period on account of compensable industrial accident or illness incurred within the scope of his employment, and provided that said absence from work has not extended more than sixty (60) days prior to the tenth (10th) day of the said month.

(4) In addition, nothing contained in the Agreement and Declaration of Trust or in any collective bargaining contract executed in reference thereto, shall require an Employer to make employer contributions to the fund on behalf of any employee who is a probationary employee or is within a probationary period as defined in any collective bargaining agreement with the Unions.

(5) (a) Coverage will include life insurance and accidental death and dismemberment insurance in the amount of $25,000.00 per eligible employee.The Plan provides coverage under Indemnity Plan $25.00 R.V.S.

(b) Following written notice from the Union for the period January 1, 2016 to December 31, 2016, the Company will contribute up to a maximum of $1,681 per month. Following written notice from the Union for the period January 1, 2017 to December 31, 2017, the Company will contribute up to a maximum additional 5% per month ($1,765).Following written notice from the Union for the period January 1, 2018 to September 16, 2018, the Company will contribute up to a maximum additional 5% per month ($1,853). If the additional increase in monthly payments is more than 5% during those periods, the additional costs will be deducted from the employee's paycheck on either a weekly or monthly basis and remitted to the fund. Any unused portion of the maximum increases in monthly Company contributions may be applied to future years during the term of this Agreement.

For the period from September 28, 2015 employees will be responsible for making contributions equal to 10% of the Employer's share of the monthly payment up to the maximum amounts shown above to the Los Angeles Machinists Benefit Trust Fund. Starting with first payroll period beginning in 2018, employees will be responsible for making contributions equal to 13% of the Employer's share of the monthly payment up to the maximum amounts shown above to the Los Angeles Machinists Benefit Trust. All contributions made by an employee toward the cost of Health and Welfare benefits will be deducted from the employee's pay on a pre-tax basis as provided under Section 125 of the Internal Revenue Code, as amended unless the employee elects otherwise.

Employees eligible for coverage who are not receiving a paycheck are responsible for any required employee contributions that cannot be collected through payroll deduction. These contributions will

either be accumulated and deducted from the employee's pay when resumed, or the employee can remit their monthly contribution to the Company.

(c) The Employer shall make the Health and Welfare contributions on behalf of an employee who is receiving State and Disability Insurance and who would otherwise be working for a period not to exceed four (4)weeks in a calendar year. If an employee is receiving worker's compensation benefits for an injury incurred in the employ of the Employer, the Employer shall make Health and Welfare contributions on behalf of the employee during the period of their absence and when the employee would otherwise be working for a period not to exceed twelve (12)months.

(d) The Company shall maintain the health and welfare benefits in effect as of September 24, 2015, in accordance with Article XVI of the Collective Bargaining Agreement. The Agreement and related Health and Welfare Benefits will be modified and/or administered so as to permit the Company without reduction of benefits to: (1)at its discretion, determine the source of coverage, (2)at its discretion, impose cost-containment measures which do not lessen the actual benefits available, and (3)at its discretion, offer alternative forms of health care coverage (e.g., health maintenance organizations, preferred provider organizations). If the Company exercises its right to determine the source of coverage, the alternative health care plans then being offered will continue to be offered, assuming that the HMO will permit continued participation.

ARTICLE XVII - PENSION

(a)The Company shall contribute to the IAM National Pension Fund, Benefit Plan A, an amount for each hour worked or paid for under this Agreement, to a maximum of forty (40)hours per week, as follows:

1. $2.35 per hour effective September 28, 2015
2. $2.40 per hour effective September 26, 2016
3. $2.45 per hour effective September 25, 2017
4. In lieu of the "sixth sick day"' and six-cent supplemental memorandum of agreement, the Company will contribute an additional fifteen cents ($.15) per hour effective September 27, 1994.

(b)The Company shall make the Pension Trust contributions on behalf of an employee who is receiving State Disability Insurance and who would otherwise be working for a period not to exceed four (4) weeks in a calendar year. If an employee is receiving Worker's Compensation Benefits for an injury incurred in the employ of the Company, the Company shall make Pension Trust contributions on behalf of the employee during the period of his absence and when he would otherwise be working for a period not to exceed twelve (12)months).

(c)Contributions to the IAM National Pension Fund for new employees shall begin after completion of the employee's probationary period, but no later than sixty (60)calendar days after the employee's date of hire. Temporary employees will be excluded from receiving contributions for ninety (90)calendar days from the employee's date of hire.

(d) Said contributions shall be made as provided herein subject to continuing approval by the appropriate Federal and State agencies that contributions are tax deductible and the Pension Trust and Plan is qualified.

(e)The IAM Lodge and the Company adopt and agree to be bound by, and hereby assent to the Trust Agreement, dated May 1, 1960, as amended, creating the IAM National Pension Fund and the Plan rules adopted by the Trustees of the IAM National Pension Fund in establishing and administering the foregoing Benefit Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

(f)The parties acknowledge that the trustees of the IAM National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article, other than to increase the Contribution Rate or to add job classifications or categories of hours for which contributions are payable.

(g)This Article contains the entire agreement between the parties regarding pensions under this Benefit Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the IAM National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

ARTICLE XVIII - RETIREMENT AND THRIFT SAVINGS PLAN

(a) Employees covered by this Agreement shall be eligible to participate in the MillerCoors LLC Consolidated Retirement and Thrift Savings Plan - Irwindale Machinists (CRTSP) on the first day of the month coincident with or following completion of sixty (60) days of continuous full-time employment.\

(b) Effective September 21, 2009, the employer will make a company retirement contribution to the CRTSP of $1.25 for each hour worked or paid for employees covered under this Agreement.

(c) Effective January 1, 2015, a new Roth 401(k) option was made available in the CRTSP. A Roth 401(k) provides the option of contributing to the Plan on an after-tax basis. Additionally, employees may convert existing amounts in before-tax Plan accounts to Designated Roth 401(k) accounts. However, employees are responsible for paying taxes on the amount converted for the tax year in which the conversion occurs. Each employee may voluntarily elect to contribute on a traditional before-tax basis, to a Roth 401(k) on an after-tax basis, or a combination of the two. The maximum contribution on a before-tax basis is 75% of pay, the maximum contribution on an after-tax Roth 401(k) basis is 55% of pay, and the maximum combined before-tax and after-tax Roth 401(k) contribution is 55%. The total amount contributed may not exceed any amounts set by law or necessary to meet any mandatory deductions. Effective January 1, 2016, each newly hired employee will be automatically enrolled in the CRTSP at a pre-tax contribution rate of 4% with contributions invested in the CRTSP's default investment option; each newly hired employee will have the ability to change their contribution rate and/or change their investment option(s) before the

automatic enrollment takes effect.

(d) Prior to January 1, 2013, distribution shall become available under the CRTSP only upon termination of employment (distribution upon death would be made to the employee's beneficiary, which in the case of married employees would be the spouse unless someone else is designated with spousal consent) or hardship withdrawal as set forth in the Benefits Program Handbook. Distribution options will include lump sum, partial, and installment (monthly, quarterly, semiannual, annual) payments. Roth 401(k) earnings may be withdrawn tax-free as long as five tax years have passed since the first Roth 401(k) contribution or any conversion of after-tax amounts to a Designated Roth 401(k) account, and the employee is at least age 59½. In the event of death, beneficiaries may be able to receive distributions tax-free if the employee started making Roth 401(k) contributions or completed a conversion more than five tax years prior to the distribution. Effective January 1, 2013, in addition to distributions at termination of employment or as a hardship withdrawal, employees who are at least age 59½ will be eligible to make in-service withdrawals of any dollar amount from their account for any reason while an active employee. Effective for any employee who dies on or after January 1, 2012, an employee's same sex domestic partner shall be treated as the employee's spouse for the sole purpose of determining any pre-retirement survivor benefits under the CRTSP, if he/she is designated as the primary beneficiary under the CRTSP.

(e) Employees shall be fully vested in their account, both Company and voluntary contributions, at all times.

(f) Employees will be able to invest their contribution in the investment options offered under the CRTSP. Employees may change the rate of their contribution or terminate contributions which otherwise would have been made during the remainder of the year at any time during the year. Investment options may be changed at any time by calling the MillerCoors Benefits Service Center at 800-956-2363, Monday through Friday, between 8:30 a.m. and 8:00 p.m. Eastern Time, or by logging on to Fidelity NetBenefits® at www.netbenefits.com/millercoors.

(g) Loans will be made available through the CRTSP. CRTSP participants will be responsible for any loan set up and administrative fees.

(h) Charges rendered by the CRTSP's record keeper resulting from the implementation of a Qualified Domestic Relations Order (QDRO) are the responsibility of the participant and/or the participant's Alternate Payee.

(i) The CRTSP plan document is the controlling document and shall set forth the plan terms relative to eligibility, participation, benefits, financing, and administration as required by the Employee Retirement Income Security Act (ERISA). The CRTSP shall be subject to the requirements of the Internal Revenue Code for tax qualified retirement plans, including particularly Internal Revenue Code Section 401 (k).

ARTICLE XIX LIMITATION AS TO LIABILITY

Exhibit 1

It is understood that the Company shall be liable hereunder only as to its own employees and only for the Company's compliance or non-compliance with its own activities and operations as distinguished from those of other companies.

ARTICLE XX ALTERATION OF AGREEMENT

(a) No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by the Company with any employee or group of employees of the Company, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

(b) The waiver of any breach or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of any or all the terms and conditions contained herein.

ARTICLE XXI ACCESS TO PREMISES

(a) Accredited representatives of the Union will have access to the plant premises of the Company for purposes of conducting business necessary for the administration of this Agreement. It is agreed that such representatives must comply with any access requirements generally applicable to all visitors.

(b) The Company agrees to recognize one (1) shop steward on each shift. The Union shall designate one steward as the Chief Shop Steward. Shop Stewards shall be allowed reasonable paid time off while performing shop steward duties.

(c) The Company may have an automated time accounting method, which need not be a time clock, for recording time worked by employees. Employees will be advised of proper procedures and requirements for clocking in and out.

ARTICLE XXII LEAVE OF ABSENCE

(a) Bereavement

In the event of a death in an immediate family (mother, father, spouse, children, brothers, sisters, mother in law, father in law, stepfather, stepmother, half-brother, half-sister, stepbrother, stepsister, brother in law, sister in law, grandchildren, grandparents and spouse's grandparents) the employee shall be given three (3) days of leave and he shall be paid his regular straight time rate of pay for such leave provided that the employee attends the funeral.

Exhibit 1

This provision shall be applicable only to an employee who is scheduled to work at the time of and immediately following the death. Saturdays, Sundays and holidays shall not be included as part of the leave. Such leave, if taken, must be taken at the time of death. Notice of intended leave must be given to the Employer as much in advance of the commencement of the leave as is possible.

(b) Jury Duty

Whenever an employee is required to serve on a jury for a federal, state, county or city court on a day he would otherwise have been working, he shall be paid the difference between the straight time day shift rate and jury duty pay for each day of such service up to a maximum of fifteen (15) days per calendar year, provided the employee provides the Company with proof of service from the court upon return to work. The Company has a right, for purposes of this provision, to schedule the employee on the first shift.

ARTICLE XXIII SICK LEAVE

An employee who is absent because of bona fide sickness or injury which is not covered by Workers' Compensation shall be entitled to not to exceed five (5) days sick leave in a twelve (12) consecutive month period from January 1 to December 31. To be credited with five (5) days sick leave as of January 1 an employee must have completed forty five (45) weeks of employment within the prior twelve (12) consecutive month period. An employee shall be paid the balance of any sick leave to his credit which is unused as of December 31 of the year following the credit. The Company may require a doctor's certificate. An employee whose employment is terminated prior to December 1 of a year shall not be entitled to pay for any credited but unused sick leave.

On the January 1 following their hire date, new employees will be entitled to sick leave days as follows:

Number of Weeks of Employment:

Completed	Sick Leave Days
10	1
20	2
30	3
40	4
45	5

Current employees who work less than forty five (45) weeks due to an approved leave of absence will be eligible for sick leave according to the above schedule.

ARTICLE XXIV, TERM OF CONTRACT

Except as otherwise specifically set forth herein, this Agreement shall become effective on September 28, 2015, and shall terminate in its entirety on September 30, 2018. The parties agree to meet promptly during the sixty (60) days prior to September 30, 2018 to negotiate for a new agreement.

Signed this day of September 28, 2015.

FOR THE COMPANY:

MillerCoors

By:

Date: 2/4/16

FOR THE UNION:

District Lodge No. 947, IAM

By: Salvador Vasquez
District 947, DBR

Date: 1/21/16

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding overtime scheduling.

When it becomes necessary to schedule weekend overtime, the company will determine the required number of employees to perform the work for each day on each shift. Employees on day shift and swing shift will be notified on the Weekend Overtime Schedule no later than 12:00 noon on Thursday. Employees on third shift will be notified on the Weekend Overtime Schedule no later than 10:00 p.m. Thursday. The Union and the employees covered by the Labor Agreement, recognize their obligation to provide the necessary coverage for each weekend overtime and will ensure that such coverage as deemed necessary by the Company will be met.

It is further agreed that employees will not be charged for the first three (3) hours of daily overtime per week (excluding hour of daily overtime currently worked by all Machinists).

Employees may be required to work daily overtime of one half (1/2) hour or less for communication purposes, as scheduled by the Company, regardless of their position on the overtime roster.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

SIDE LETTER 1

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding overtime equalization.

The Company and the Union will meet on a monthly basis to review the equalization of overtime hours between shifts and any other relevant items.

Further, in an effort to equalize overtime and develop skills the company will, when practicable, schedule second and third shift machinists to assist on first shift PEST project work.

If overtime inequities persist the parties will meet to explore alternatives to alleviate such inequity and implement such alternatives if agreed to by both parties.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the agreement between the parties reached in 2015 labor contract negotiations with regard to diagnostic test equipment.

Diagnostic test equipment, including vibration analysis equipment and infrared scanners, may be used by any individual for the purpose of research, auditing or diagnosis of equipment performance.

This is not intended to replace work normally performed by Machinists.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

SIDE LETTER 3

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understandings of the parties reached in 2015 Irwindale Brewery Machinist contract negotiations regarding Machinist training.

The Union acknowledges the Company's investment in the training and development of Machinists. The members acknowledge their obligation to enhance their job skills. It is the responsibility of the members to fulfill this obligation by making a sincere and concerted effort to retain the information presented in training classes.

Representatives from the Company and Union will meet on a periodic basis to review the quality of training, and the value added, and will partner in taking remedial action when necessary.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/

SIDE LETTER 4

Exhibit 2

Exhibit 2

LETTER OF UNDERSTANDING

Audio Exams

The Company, in order to protect against the possibility of hearing loss, will require employees to take an appropriate audio exam. The results of the exam will not be used to discharge an employee, unless the results show that the employee is endangering himself or others. The results will be kept confidential and will not be shown to anyone unless required to do so by a City, State or Federal agency, or pursuant to a State or Federal court enforceable request.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 9-17-15

FOR THE UNION:

IAM District Lodge No. 947

By: Sal Vasquez

Date: 9/17/15

Exhibit 2

Exhibit 2

LETTER OF UNDERSTANDING

The parties recognize that State and Federal law require that annual physical examinations be conducted for all necessary employees as determined by the Company who may be required to wear respirators. It is agreed by the parties that all such employees will, when requested, submit to all requirements dictated by law of such examination to be conducted on Company time. The results of the exam will not be used to discharge an employee.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 9-17-15

FOR THE UNION:

IAM District Lodge No. 947

By: Sal Vasquez

Date: 9/17/15

SIDE LETTER 6

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This letter will confirm the agreement reached between the parties during the 2015 contract negotiations concerning the wearing of safety shoes.

The company will require all machinists in the production area of the brewery to wear company approved safety shoes.

In order to assist machinists in obtaining these shoes the company will:

1. Make available to all machinists a shoemobile which will be at the brewery on set dates.
2. Provide one pair of shoes to each machinist each calendar year. Employees must choose from a selection of shoes which will be provided by the company. Employees will be allowed to select other shoes from the shoemobile, but will be responsible for any costs above that of the shoes offered by the company ($100 maximum).

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasq

Date: 9/22/15

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This will confirm the understanding of the parties with respect to the Gainsharing Program.

The Company and Union will meet on an annual basis to review the factors used in the gainsharing formula and discuss new factors, if any, which may be appropriate. All final decisions on all aspects of the program continue to be reserved to the Company, the Company may amend or discontinue the program at any time, and the Company shall be solely responsible for the administration of the program.

The Company agrees to comply with reasonable requests by the Union for relevant information necessary for the Union to monitor progress being made under the program, to determine whether any payments made to employees under the program are correct, and in the absence of payments, the reason therefore.

The Company will not be required to provide information to the Union which it deems to be irrelevant or to violate its proprietary interests. It is specifically agreed that the Company will not be required to open its records for inspection by the Union.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasq

Date: 9/22/15

SIDE LETTER 8

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understanding reached during the 2015 negotiations regarding plant shutdowns.

The Company may schedule a shutdown of operations of one or more days in a scheduled workweek, not to exceed a total of eight (8) days in a calendar year. The Union shall be notified at least seven (7) days in advance of the shutdown. Once the Union is notified of the shutdown, the shutdown shall not be canceled unless any unforeseen circumstances occur beyond the Company's control. In the event a shutdown day is scheduled, and subsequently canceled, such shutdown day shall count towards the eight (8) shutdown days per calendar year provided for in this Agreement.

If certain work is to be performed during a shutdown, the Company shall post a notice of the number of employees needed to work on each shift. Volunteers shall be scheduled to work in seniority order provided the employees have a minimum rest period of seven (7) hours between shifts. If the number of volunteers is insufficient to meet the demand for employees on the shift where work is to be performed, the Company may assign employees from such shift in inverse order of seniority.

Employees transferred to a different shift on a shutdown day will not be eligible for the overtime provision of Article II (j).

Employees not scheduled on a shutdown day shall not suffer the loss of holiday pay due solely to the shutdown.

The Union may, if it deems appropriate, utilize the grievance procedure to address any alleged violations of this Agreement.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

SIDE LETTER 9

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and
Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understanding reached by the parties in 2015 labor contract negotiations regarding job security.

During the term of this agreement, the machinists listed on the attached will be employed by the Company on a full-time basis and not subject to layoff except for the following reasons:

1. Permanent shutdown of all or part of the Irwindale brewery.

2. Strike, lockout, act of God, utilities failure, materials shortage, or similar circumstances unanticipated by the Company or beyond its control.

3. Decrease in production requirements resulting from a downturn in the Company's sales, changes in the market area serviced by the Irwindale brewery, or other circumstances.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAM, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

SIDE LETTER 10

Exhibit 2

Irwindale Machinist

1. Adams, John F
2. Amezcua, Abel
3. Bissett, Louis F
4. Bocanegra, Robert D
5. Buffington, Phillip D
6. Burruel, Rene M
7. Canossi, Richard F
8. Cardiel, Henry
9. Ceniceros, Jesus O
10. Ciechoski, Robert W
11. Costa, Giovanni
12. De La Mora, Mario A
13. Delgadillo, Ernest
14. Duran, Jesus
15. Fuller, John R
16. Gabourel, Elbert E
17. Gannon, Thomas W
18. Garcia Jr, Arturo
19. Godoy, John P
20. Gonzalez, Jaime
21. Goodwin, Gerald C
22. Gray, Howard D
23. Hanson, Mark
24. Johnson, Charles
25. Jones, Ronald
26. La, Khuong D
27. Larios, Alfredo G
28. Lopez, Samuel
29. Lovelady, Scott S
30. Madere, Scott E
31. Martin, Samuel F
32. Monaster, Michael S
33. Morales, Alfonso
34. Nolasco, Faustino
35. Peralta, Benjamin
36. Robledo, Carlos
37. Rodriguez, Anthony
38. Rowland, Randy D
39. Salas, Mark
40. Saldivar, Mike
41. Sanchez, Benjamin L
42. Solorio, Antonio G
43. Tan, Ramon L
44. Terry, Andrew C
45. Topete, Eddie P
46. Weaver, Jason M

9-22-15

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This will confirm the understanding reached between the parties during 2015 negotiations regarding the administration of the Drug and Alcohol Policy.

- In cases of reasonable suspicion, the employee's behavior will be confirmed by observation by a second management representative, if possible, and Union representation will be provided when possible.
- When outside medical treatment is required by an employee's personal physician, such treatment will be administered prior to test samples being obtained.
- If an employee tests negative for illegal drugs or alcohol, the employee will be compensated for lost time if the lost time is only a result of taking a drug test.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

Exhibit 2

Exhibit 2

MillerCoors-Irwindale Brewery Drug and Alcohol Policy

1. *Purpose of the Policy*: The Company maintains a drug and alcohol policy to help guarantee employees and customers a safe workplace, to meet the demands of our customers, and to comply with applicable law.
2. *Summary of Policy*: As a condition of employment, employees are prohibited from performing their duties with unlawful drugs present in their systems, or while under the influence of alcohol, and from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs while at work, or while on Company property. Employees are required as a condition of employment to notify the Company within five days of any criminal drug statute conviction for a violation occurring in the workplace, and to undergo a drug and/or alcohol test when requested to do so pursuant to this policy. Under this policy"unlawful drugs" include prescription drugs being used without a current valid prescription in the name of the employee. Violation of this policy will result in the employee's immediate discharge, subject to the provisions of Paragraph 5 of this Policy.

3. *Circumstances Under Which Employees Will Be Subject To Testing For The Presence Of Drugs or Alcohol In Their Systems*: The Company will test employees under the circumstances set forth below. In all cases, the Company will bear all costs associated with the testing, including travel expenses. Employees must submit to testing when scheduled by the Company.

    a) *Post-Accident Testing*: Employees will be tested when they contribute to, or are involved in, an accident in which an employee receives outside medical treatment or involves damage to Company property in excess of one thousand five hundred dollars ($1,500).

    b) *Reasonable Suspicion Testing*: Employees will be tested when there is a reasonable basis for suspecting that the employee may have unlawful drugs or alcohol present in his or her system.

    c) *Testing at Management Discretion following confirmed positive test*: In those cases in which an employee with a confirmed positive test has not been terminated because of the provisions of paragraph 5 of this policy, the Company may require the employee to be tested at any time deemed appropriate by the Company within eighteen (18) months following the employees return to work, provided that the employee may not be required to be tested more than six (6) times under section (3c) in such eighteen (18) month period. Any leave of absence shall be excluded from the eighteen (18) month testing period.

4) *Testing Procedures*:

    a) *Nature of Test:* In all cases the employee will be tested as soon as the Company can schedule the test, and will be tested as outlined in 3 a, 3 b, and 3 c. Testing will be

9-22-15

9/22/15

Exhibit 2

done by urinalysis. The urinalysis drug testing will be conducted by laboratories certified by the United States Department of Health and Human Services (HHS) or comparable certifying authority. At the time the specimens are collected, the specimens must be immediately sealed, labeled and initialed by the employee. In all cases, a split sample shall be collected. Testing for alcohol will be conducted by an individual certified in the use of a breathalyzer device. "Under the influence" will be presumed at the same level as used by the state of California for driving offenses (presently .08).

b) *Confidentiality:* All information received regarding drug and alcohol testing will be maintained on a confidential basis.

c) *Retesting:* Employees shall have the right to require that a confirmed positive sample be retested.

5) *Employee Assistance Program*: Any employee who has a confirmed positive test shall be given an opportunity to enter the Employee Assistance Program (EAP). No employee shall be discharged or disciplined as a result of a first positive drug or alcohol test, so long as he or she agrees to participate in the EAP and any treatment or rehabilitation program recommended by the EAP, and authorizes the EAP and provider of any such treatment or rehabilitation program to inform the Company about the employee's compliance with directives of the program. The cost of any rehabilitation or treatment will be covered by the health insurance plan in effect at the time, to the extent that the plan provides such benefit. A refusal to participate in, and comply with the directives of, the EAP and any EAP recommended treatment or rehabilitation program shall result in immediate discharge. Nothing herein shall preclude discipline or discharge because of conduct that would otherwise warrant discipline, regardless of whether such conduct arises out of, or is related to, drug or alcohol use.

6) An employee who refuses outside medical treatment for any injury will not be required to submit to a drug or alcohol test because of that injury unless they would otherwise be subject to a drug or alcohol test under the policy. It is also understood that a medical evaluation does not constitute medical treatment. Outside medical treatment for illness shall not qualify as outside medical treatment for any injury under the Drug and Alcohol Policy.

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the understanding reached between the parties during the 2015 labor contract negotiations regarding Asset Care Planners.

For the purposes of planning work, Asset Care Planners may remove equipment guards and use necessary tools to perform this task if a machinist is not readily available to perform such work.

This is not intended to replace work normally performed by Machinists.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

SIDE LETTER 13

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This letter will confirm the agreement reached between the parties during the 2015 contract negotiations regarding Article II and Article III.

An employee may be absent for the following qualified reasons and still be eligible for overtime pay:

Jury Duty
Bereavement (paid contractual leave and additional approved leave)
Workers Compensation Leave
Approved Union Business
Vacation
Holidays
Lay-off
Military Leave
Shutdown Day
Early Off and Voluntary Days Off
Five (5) Paid Sick Days

Those employees who are absent for a non-qualified reason will be paid overtime for Saturday, Sunday, and Holidays after they have worked or been paid 40 hours in a workweek.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasq

Date: 9/22/15

SIDE LETTER 14

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This is to confirm the agreement reached between the parties in the 2015 contract negotiations regarding dock doors and dock plates.

The company may during the term of the agreement subcontract any work to be performed on this equipment, however, such work may be performed by machinists as determined by the company.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 22, 2015

Mr. Salvador Vasquez
Assistant Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This will confirm the agreement of the parties in the 2015 negotiations concerning the role of the team members in self-sufficient operational teams.

The parties re-confirm their commitment to make the Irwindale Brewery the best brewery possible. To advance the development of self- sufficient operational teams, in lieu of the Company appointing hourly lead technicians, work team members will share responsibilities for focusing their team on Safety, People, Quality, Service, Cost, Responsibility (SPQSCR), in alignment with brewery goals. The Company and the Union will collaborate to discuss issues associated with this process.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/22/15

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

This letter is to confirm an understanding reached during the 2015 IAM negotiations. The union requested that the Company allow Payroll deductions for the Guide Dogs of America Charity.

The Company is not able to consider this payroll deduction at this time due to payroll concerns regarding technical limitations. If in the future technology changes allow additional deductions, the parties will meet to discuss the possibility of this deduction.

At this time it is not known when, or if, the upgrades will occur.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: _____

Date: 9/25/15

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Dear Mr. Vasquez:

During the life of this Agreement, it is agreed that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefits Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements. The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasq

Date: 9/25/15

Exhibit 2

Exhibit 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

September 24, 2015

Mr. Salvador Vasquez
President/Directing Business Representative
International Association of Machinists and Aerospace Workers
535 W. Willow Street
Long Beach, CA 90806

Mr. Vasquez,

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding Machinist Non-Partisan Political League Checkoff.

The Company agrees to deduct Machinists Non-Partisan Political League contributions once each month from the pay of each employee who signs a written authorization therefor if in compliance with state and federal law. The Union shall deliver such written authorizations to the Company. The deductions for each employee shall continue until the Company is notified in writing by the Union or the employee that the authorization is cancelled. Each month the total amount deducted from the pay of employees shall be remitted to the International Association of Machinists and Aerospace Workers, Local 311, in a check made payable to MNPL, Washington, D.C. The Company shall not be responsible for errors made by the Union. In case any error or improper deduction is made by the Company, a proper adjustment will be made by the Union with the employee affected.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

IAMAW, District 947, Local 311

By: Sal Vasquez

Date: 9/25/15

SIDE LETTER 19

Exhibit 2

Exhibit 3

AGREEMENT

Between

MILLERCOORS BREWING COMPANY
IRWINDALE BREWERY

And

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL #2295

Term of Agreement
November 25, 2012 – November 14, 2015

Exhibit 3

Exhibit 3

Exhibit 3

Exhibit 3

SIDE LETTER INDEX

Exhibit 3

THIS AGREEMENT

is made and entered into this 25th day of November, 2012, by and between MillerCoors, 15801 East First Street, Irwindale, California (hereinafter referred to as "the Company") and International Brotherhood of Electrical Workers, Local 2295 (hereinafter referred to as "the Union").

W I T N E S S E T H:

In consideration of the mutual promises made herein the parties hereto agree as follows:

ARTICLE I - RECOGNITION

For the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, the Company recognizes the Union as the exclusive bargaining representative for all Maintenance Electricians, Journeymen, and Apprentices.

ARTICLE II - COMPANY AND UNION RELATIONS

The Company has and will retain the right to manage the plant and direct the working forces, including the right to hire, suspend, or discharge for just cause; to promote and demote employees subject to the provisions of this Agreement. The Company has and will retain the right to study, develop, and implement new work methods and processes to improve the productivity and effectiveness of the electrical maintenance

Exhibit 3

function. Except as specifically limited by the express written provisions of this Agreement, the Company has and will retain the right to take steps it deems necessary to accomplish such improvements, including but not limited to, the right to assign or reassign work to employees, to combine or eliminate positions or job functions, to lay off and recall employees and to require employees to complete any paperwork as deemed necessary by the Company. This Article shall not be deemed to limit in any way the Company's inherent management rights not elsewhere limited by this Agreement.

It is further agreed that any employee who feels aggrieved as the result of any disciplinary action taken by the Company, or entertains any other grievance or dispute concerning application of this Agreement, shall have recourse to the grievance procedures as set forth in this Agreement.

The Company and the Union pledge themselves to give each other the fullest cooperation to the end that harmonious relations will be maintained in the best interest of both the Company and the Union.

It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them. It is

Exhibit 3

the responsibility of the individuals covered by this Agreement to carry out the spirit and intent of this Article.

ARTICLE III - UNION SECURITY

Section 1. Union Shop. All persons who are presently employed by the Company within the bargaining unit shall be required to submit applications for membership in the Local Union 2295 of the International Brotherhood of Electrical Workers within thirty (30) days after the effective date of this Agreement. They shall, at the expiration of said thirty (30) days period become and remain members in good standing in the Local Union 2295 of the International Brotherhood of Electrical Workers for the duration of this Agreement as a condition of employment.

All persons who are subsequently employed by the Company within the bargaining unit shall also be required to make application for membership in said Union within thirty (30) days after their date of hire and shall, as a condition of employment, at the expiration of said thirty (30) days be required to become and remain members in good standing for the duration of this Agreement.

Section 2. Union Referrals. When the Company requires employees to perform the work included within the scope of this Agreement, the Company agrees to notify the Local Union of the

number of employees and classifications required. When the Local Union is requested to furnish employees, the Union agrees to supply the Company with the most competent employees available within five (5) working days after the date for which employees are requested. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements. The employer retains the right to reject any job applicant referred by the Union. The Union and the Company shall post, in places where notices to employees and applicants for employment are customarily posted, a copy of this Section 2. The Company shall not discriminate against employees in regard to tenure or employment by reason of union membership.

Section 3. Dues Deductions. The Company agrees to deduct monthly dues in amounts certified to it in writing by the Union from the earned wages of each employee who individually authorizes such deduction in writing on the following form provided by the Union. The Company will remit such dues and initiation fees monthly to the Local Union office at 3556 Lexington Ave., 2nd Floor, El Monte, CA 91731.

UNION DUES DEDUCTION AUTHORIZATION

I hereby authorize _____, to
(Company)
deduct regular monthly Union dues and initiation fees as set forth in the Constitution and By-laws of Local Union 2295 from my wages earned by me while in the Bargaining Unit represented by Local Union 2295 of the International Brotherhood of Electrical Workers, AFL-CIO, in accordance with the provisions of Agreement between the Company and the Union. I understand that such deductions are to be made from the _____ pay period of the calendar month following the month after this notice is received by the Company and each month thereafter. This authorization is irrevocable for a period of one year or to termination date of the existing bargaining agreement between I.B.E.W. and the Company, whichever occurs first. Unless revoked in writing as stated above, this authorization shall automatically renew itself for the terms specified.

Date _____ Name _____
(Please Print)
Clock No. _____ Signed _____

Department _____ Witness _____

The Union hereby indemnifies the Company and holds it harmless against any and all financial liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provision of this section, or in reliance on any authorization or certification that shall have been furnished to the Company under any such provisions.

ARTICLE IV - REPRESENTATION

Section 1. Shop Steward. The Union shall be represented by a Shop Steward selected in such manner as the Union may determine who shall be a full-time regular employee and assigned to the day shift except in emergencies of short

Exhibit 3

duration. The Union, at its option may designate one Steward for the second shift and one Steward for the third shift, who also shall be full-time regular employees and members of the unit, to discuss with appropriate second and third shift management incidents and questions arising out of the Collective Bargaining Agreement which occur on their respective shifts. If the matter is not resolved on those shifts or if the issue in question involves contractual interpretation, it shall be handled by the first shift Steward in accordance with Article IV of the Agreement. The Union shall notify the Company of any changes of Shop Stewards and the Company shall notify the Union of its representatives authorized to handle and settle grievances for it. The Shop Stewards are employed to perform full-time work for the Company and shall be responsible for such work on their part, except as otherwise provided herein.

Section 2. Access to Premises. The Shop Steward shall be permitted to enter into or remain on the premises after or before his or her regular work shift to perform his or her duties as defined herein. The Business Manager or duly authorized representatives of the Union may have access during working hours to the plant upon notification to the Company of his intended presence.

Section 3. Company-Union Cooperation. The Company agrees that Shop Stewards shall not be hindered, coerced, restrained, or interfered with in the performance of their duties, or in presenting, investigating, and adjusting disputes as provided in this article. The Union understands and agrees that each Shop Steward has a full-time job to perform and that the steward will not leave his or her work during working hours except to perform his or her duties under this agreement. The Company and the Union agree to cooperate with each other to reduce to a minimum the actual time spent by the Shop Steward in investigating, presenting, and adjusting grievances or disputes.

Section 4. Grievance Procedure. In the event of a grievance or dispute between the parties, resort to the use of the established grievance procedure as herein provided must be made; provided, however, that this shall not be construed as requiring the originator to process a grievance which it considers as having no merit.

Step 1. A grievance shall be filed within five (5) working days from the date of occurrence of the event giving rise to the grievance. The grievance shall be discussed between the grievant and the supervisor. The shop steward shall be present if requested. The supervisor shall give his answer orally

Exhibit 3

within five (5) working days. The parties agree that any settlement of a grievance between them at Step 1 shall not establish precedent or conflict in any manner with the provisions of this Agreement.

Step 2. If the grievance is not resolved at Step 1, then the grievance shall be reduced to writing and submitted to the Company within five (5) working days from the date the supervisor gave his answer in Step 1. The day shift Shop Steward will meet with the person designated by the Company within the department to handle Step 2 matters within five (5) working days after the written grievance is submitted to the Company. The Company shall give an answer to the Union in writing within five (5) working days of the meeting.

Step 3. If the grievance is not resolved at Step 2, then the grievance shall be discussed at a mutually agreed upon meeting by the Business Agent and the Labor Relations Manager or their designated representatives. The Company shall give an answer to the Union, in writing, within five (5) working days of this meeting.

Step 4. If the grievance is not settled at Step 3, then either the Union or the Company may submit the grievance to arbitration within ten (10) working days of the Company answer in Step 3 by written notice. If arbitration is requested, then

Exhibit 3

the party submitting the matter to arbitration shall request that the Federal Mediation and Conciliation Service furnish a panel of seven (7) arbitrators to the parties. Either party shall have the right to reject the first list submitted by the F.M.C.S. before going through the striking procedure. The order in which the names on the list shall be struck shall be determined by lot; that is, the toss of a coin. The winner of the toss shall have the choice with the respect to proceeding with striking a name first or second. Thereafter, the parties shall alternately strike names until only one name remains and that person shall thereupon be accepted as the arbitrator. The arbitrator selected by the parties shall hold a hearing and shall render a final and binding decision. The fee and expense of the arbitrator, shall be divided equally between the Union and the Company. Each party shall be responsible for the cost of their respective representatives and witnesses appearing at the hearing. The jurisdiction of the arbitrator shall be limited to interpreting or determining compliance with the terms of the Agreement. The arbitrator shall not have authority to add to or detract from or alter or disregard the provisions of this Agreement in any way.

Failure by the Company to answer a grievance within the time limits provided at Steps 1 and 2 shall result in the grievance

being automatically appealed to the next higher step. Time limits as set forth in this section may be extended by mutual consent of the parties.

ARTICLE V - SENIORITY

Section 1. Definition. Seniority shall be the relative status of employees in respect to length of service with the Company.

Section 2. The probationary period for newly hired employees shall be one hundred eighty (180) calendar days. Probationary employees shall not acquire seniority until they have completed the probationary period at which time their seniority date shall be from the time of hire with the Company.

Section 3. Seniority Date. An employee's seniority shall be the date on which the employee was hired or rehired after termination into a classification in the bargaining unit. In the event that more than one electrician is hired (i.e., starts work) on the same day, seniority order will continue to be determined alphabetically by the spelling of the last names (and then by that of the first names and middle initials, if necessary) of the employees involved.

Section 4. Transfers to Salaried Positions. An employee heretofore or hereafter transferred from an occupation covered by this Agreement to a salaried occupation shall continue to

Exhibit 3

accumulate seniority for a period of twelve (12) months after transfer, and in case of transfer to an occupation covered by this Agreement or the abolition of the position to which transferred, seniority thus accumulated shall be applied. This twelve (12) month limitation shall not apply to present supervisors.

Section 5. Layoff. When it becomes necessary for the Company to lay off employees for lack of work, employees shall be laid off in the inverse order of their seniority. When adding to forces within the plant, employees theretofore laid off shall be recalled in the order of their seniority. Employees who refuse recall to their former occupation shall lose all rights to further recall.

Section 6. Loss of Seniority. Seniority shall be lost by the occurrence of any of the following:

a. Resignation.

b. Discharge for cause.

c. Layoff for twenty-four (24) consecutive months.

d. Failure to return to work within seven (7) calendar days after recall when such request is made by telegram or registered letter at the last address given by the employee, unless such time is extended by mutual agreement between the Company and the employee.

Section 7. Compensable Injuries. Any employee who has suffered a compensable injury or contracted a compensable disease as a result of his or her employment with the Company shall continue to accumulate seniority in his or her occupation for a period not to exceed twenty-four (24) months (or such longer periods as may be mutually agreed upon, in writing, between the Company and the Union) during any absence required by such illness or injury. Upon recovery, such employee shall be reinstated to his former job classification with full seniority provided he is capable of performing his usual duties and application is made within the above specified period, and further provided he possesses the required seniority for the job.

If an employee is receiving Workers Compensation benefits due to injuries/illness sustained in the performance of Process Safety duties, the Company agrees to provide a Workers' Compensation supplement in the amount of $150 per week, less applicable deductions, for a maximum of 52 weeks.

Section 8. Termination. In case of layoffs, where possible, the Company shall give employees prior notice of such layoffs.

Section 9. General Provisions.

Exhibit 3

a. Shop Stewards shall possess top-ranking seniority for purposes of layoff only.

b. Seniority Records: The Company agrees to maintain an appropriate seniority record covering each employee in the bargaining unit. This seniority record shall be available for inspection upon request of a properly designated representative of the Union upon request to the Company.

c. Retention out of Seniority Order: By mutual agreement, in writing, between the Company and the Union, persons may be retained, recalled or hired without regard to the provisions of this Article whenever circumstances not covered by this Agreement exist which warrant such action.

d. Where skill and ability are substantially equal, shift assignments shall be made on a seniority basis. No shift assignment shall be made for a duration of less than thirty (30) days, except in case of emergencies which shall be determined by mutual agreement between the Company and the Union, or when there is a rescheduling of production, or when regularly assigned shift employees are absent due to illness, leave of absence, or vacation. There shall be no rotation of shift except for a break-in period.

Members of the BEST and PEST teams shall not be subject to this section. Members of the BEST and PEST teams will be

Exhibit 3

assigned by management, taking into consideration the employee's skills and abilities which could involve assignments out of seniority order. Said individuals may be assigned to a shift regardless of seniority standing, provided the employee has two (2) or more years of seniority. This seniority requirement may be waived by mutual agreement of the parties. Additionally, PEST and BEST team members may be assigned to any shift for the purpose of training.

ARTICLE VI - LEAVE OF ABSENCE

Section 1. Requested Leave. An employee requesting leave of absence shall make application in writing to his or her supervisor on a form to be provided for that purpose by the Company. Leaves of absence shall be granted for personal reasons as production requirements permit, upon application of the employee and approval of the Company. Seniority shall accumulate during the leave, but not in excess of more than ninety (90) days during any calendar year. Any leave of absence may be extended upon approval of the Company. Any employee accepting other employment while on formal leave of absence without the consent of the Company shall forfeit all seniority rights.

Section 2. Sick Leave.

a. An employee who shall become ill or is injured and whose claim of illness or injury is reasonably supported by satisfactory evidence shall be granted leave of absence automatically upon request. Seniority shall accumulate during said period, but not for more than twelve (12) months, unless mutually agreed by the Company and the Union.

b. An employee who is absent because of bona fide sickness or injury which is not covered by Workers' Compensation shall be entitled to not to exceed five (5) days' paid sick leave in each calendar year. To be credited with five (5) days of paid sick leave as of January 1 of each year, an employee must have completed forty-five (45) weeks of employment within the prior twelve (12) consecutive month period. An employee shall be paid the balance of any paid sick leave to his or her credit which is unused as of the end of the year. The Company may require a doctor's certificate.

A new employee shall not be entitled to paid sick leave unless the employee has worked at least 450 hours in the prior calendar year effective January 1, 2007.

Section 3. Union Leave. An employee who during the term of this agreement is elected or appointed to a full-time office of the Union shall be granted three (3) years leave of absence or for the employee's term of office, whichever is less, provided

Exhibit 3

the leave is requested in writing by the Union, and provided no more than one (1) employee shall be granted such leave by the Company at the same time. Seniority, for purposes of re-employment only, shall continue to accumulate during such leave of absence. At the expiration of such leave of absence, such employee shall be entitled to return to work, provided that work is available, and provided further that the employee's seniority standing is such that under the seniority provisions of this Agreement the employee is entitled to reinstatement to the job.

Section 4. Armed Services Leave. An employee who has completed his or her probationary period and who is given a leave of absence for reserve duty or training in the armed, land, air, or naval forces of the United States shall be reimbursed an amount equal to the difference between the employee's military pay and his or her straight-time wages, including shift differential, if any, for the period of such absence, not to exceed four (4) calendar weeks in a calendar year. Employees returning from military service shall be reinstated under government rules and regulations.

Section 5. Jury Duty. Whenever an employee is required to serve on a jury for a federal, state, county, or city court on a day the employee would otherwise have been working, he shall

be paid the difference between the straight time day shift rate and jury duty pay for each day of such service up to a maximum of fifteen (15) days per calendar year. During the period of such jury duty, the Company shall make the appropriate contributions to the funds hereunder.

The Company agrees, provided it is promptly notified by an employee after he/she receives notice of the jury service date(s) involved, to arrange for the movement to day shift of off shift employees during the week in which they are scheduled for such service. The Company reserves the right to transfer a qualified day shift employee to the off shift during such a week if it deems necessary.

ARTICLE VII - HOURS AND OVERTIME

Section 1. Hours. The workweek shall consist of seven (7) consecutive calendar days. The workweek shall commence with the first shift on Monday and end at the conclusion of the third shift on Sunday.

a. A regular or normal workday or shift shall consist of eight (8) elapsed hours, which shall include a paid meal period of one-half (1/2) hour. A regular week's work shall consist of five (5) such days, Monday through Friday. Starting time of regular day shift shall not be earlier than 4:30 A.M. nor later than 7:30 A.M. Starting time of swing shift shall not be

Exhibit 3

earlier than 2:00 P.M. nor later than 4:00 P.M. Starting time of graveyard shift shall not be earlier than 10: 00 P.M. nor later than 11: 30 P.M.

There shall be no change in the starting time of the shift of an individual employee during the regular work week unless twenty-four (24) hours' notice is given, except that notice need not be given in the event of breakdown in equipment, illness, or absenteeism.

Section 2. Overtime. Payment for overtime shall be as follows:

a. Daily - Monday through Friday: One and one-half times the employee's regular rate of pay shall be paid for the first four (4) hours of overtime over the regular eight (8) hour shift. Double time shall be paid for all work performed thereafter.

b. Saturday: One and one-half times the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours per workweek during employee's regular shift. Double time shall be paid for all work performed thereafter.

c. Sunday: Two times the employee's regular rate shall be paid for all work performed in excess of forty (40) hours per workweek on Sunday.

d. Holidays: Two times the employee's regular rate of pay for all hours worked in excess of forty (40) hours per workweek during employee's regular shift in addition to the employee's regular holiday pay of eight (8) straight-time hours.

Section 3. Pyramiding. There shall be no pyramiding of wage rates, overtime or premium pay and where more than one wage rate is applicable, only the highest shall be paid.

Section 4. Shift Differentials. Night shift differentials shall be observed and the following schedule of pay shall be paid:

(i) Swing shift - $.25 per hour over the day shift rates.
(ii) Graveyard - $.32 per hour over the day shift rates.
(iii) Overtime shall begin either before or at the completion of regular shift hours.

Section 5. Minimum Shift. Each day an employee is required to report for work and does report, but is not furnished work or less than four (4) hours work, said employee shall be paid four (4) hours pay at his or her regular rate, unless work is not furnished because of an Act of God.

Section 6. In the event of a line breakdown, production demands, or major repairs, the Electrician working on the job may be required to remain on the job until the job is completed for a period not to exceed four (4) hours, regardless of that employee's position on the overtime distribution record.

Exhibit 3

Section 7. Special or Emergency Shift. An employee called in outside his or her regular working hours for special or emergency work and is furnished less than four (4) hours work shall receive four (4) hours pay for such period.

Section 8. Consecutive Hours Rate. When an employee is on an overtime rate of pay, such rate shall be paid him for all consecutive hours worked before or after his regular shift, excluding hours worked on his regular shift. Consecutive hours worked shall include hours worked in a new work day. An employee who is called in after having left work to work outside his regular working hours shall be paid in accordance with Section 6.

Section 9. Overtime Meal Period. An employee who is assigned overtime shall be allowed a paid meal period of thirty (30) minutes if the overtime assigned requires him to work more than five (5) hours after his/her last meal period. If the overtime assignment is to be completed not more than six (6) hours after the last meal period, the meal period may be waived by mutual consent of the employer and the employee.

Section 10. The overtime units established for the purpose of dividing overtime shall be as follows:

DEPARTMENT	UNIT
Packaging	C1/C2

B3/B4/B6

B7/C15

Brewing & Utilities

Daily and weekend overtime to be worked in Packaging shall be assigned as follows provided the employee is capable and qualified by shift:

1) Volunteers by Line
2) Volunteers by Business Unit
3) Volunteers from Packaging Department
4) Force from Packaging Department

Nothing in this section will preclude the Company from assigning overtime to employees from other departments.

BEST and PEST Team members may be scheduled or called in to perform overtime work within their team regardless of their position on the overtime roster.

ARTICLE VIII - HOLIDAYS

Section 1. (a) The following shall be considered legal holidays:

2012	
1. THANKSGIVING DAY	THUR, NOV. 22 2012
2. DAY AFTER THANKSGIVING	FRI, NOV. 23, 2012
3. CHRISTMAS EVE	MON, DEC. 24, 2012
4. CHRISTMAS DAY	TUE, DEC. 25, 2012

5. NEW YEAR'S EVE	MON, DEC. 31, 2012
2013	
1. NEW YEAR'S DAY	TUE, JAN. 1, 2013
2. MARTIN LUTHER KING DAY	MON, JAN. 21, 2013
3. PRESIDENTS' DAY	MON, FEB. 18, 2013
4. GOOD FRIDAY	FRI, MAR. 29, 2013
5. MEMORIAL DAY	MON, MAY 27, 2013
6. INDEPENDENCE DAY	THUR, JULY 4, 2013
7. LABOR DAY	MON, SEPT. 2, 2013
8. COLUMBUS DAY	MON, OCT. 14, 2013
9. VETERANS DAY	MON, NOV. 11, 2013
10. THANKSGIVING DAY	THUR, NOV. 28, 2013
11. DAY AFTER THANKSGIVING	FRI, NOV. 29, 2013
12. CHRISTMAS EVE	TUE, DEC. 24, 2013
13. CHRISTMAS DAY	WED, DEC. 25, 2013
14. NEW YEAR'S EVE	TUE, DEC. 31, 2013
2014	
1. NEW YEAR'S DAY	WED, JAN, 1, 2014
2. MARTIN LUTHER KING DAY	MON, JAN, 20, 2014
3. PRESIDENTS' DAY	MON, FEB. 17, 2014
4. GOOD FRIDAY	FRI, APR. 18, 2014
5. MEMORIAL DAY	MON, MAY 26, 2014
6. INDEPENDENCE DAY	FRI, JULY 4, 2014
7. LABOR DAY	MON, SEPT. 1, 2014
8. COLUMBUS DAY	MON, OCT. 13, 2014
9. VETERANS DAY	MON, NOV. 10, 2014
10. THANKSGIVING DAY	THUR, NOV. 27, 2014
11. DAY AFTER THANKSGIVING	FRI, NOV. 28, 2014
12. CHRISTMAS EVE	WED, DEC. 24, 2014
13. CHRISTMAS DAY	THUR, DEC. 25, 2014
14. NEW YEAR'S EVE	WED, DEC. 31, 2014
2015	
1. NEW YEAR'S DAY	THUR, JAN. 1, 2015
2. MARTIN LUTHER KING DAY	MON, JAN. 19, 2015
3. PRESIDENTS' DAY	MON, FEB.16, 2015
4. GOOD FRIDAY	FRI, APR. 3, 2015
5. MEMORIAL DAY	MON, MAY 25, 2015
6. INDEPENDENCE DAY	FRI, JULY 3, 2015
7. LABOR DAY	MON, SEPT.7, 2015
8. COLUMBUS DAY	MON, OCT.12, 2015
9. VETERANS DAY	MON, NOV.11, 2015

b. Employees not required to work on these holidays shall be paid eight (8) hours at the straight time rate plus shift differential if any.

c. In order to qualify for holiday pay, an employee must work their last scheduled shift on the workday immediately preceding the holiday, or the employee's first scheduled shift on the workday immediately following the holiday, unless excused by the Company. A permanent employee who is laid off fifteen (15) days prior to or recalled fifteen (15) days after a holiday shall receive holiday pay, provided the employee otherwise qualifies for holiday pay under this Article.

d. If any holiday enumerated in the first paragraph of this section should fall within an employee's vacation period, said employee shall receive either an extra day's vacation or an extra day's pay in lieu thereof.

e. If any holiday enumerated in the first paragraph of this Section should fall within an employee's vacation period, and such employee is absent without reason acceptable to the Company on either his last scheduled shift before his vacation period or his first scheduled shift after the vacation period, then all employees thereafter during the term of this Agreement will be required to work their full scheduled shifts both before and after their vacation periods to receive holiday pay for

Exhibit 3

holiday(s) falling within such vacation periods unless excused by reasons acceptable to the Company.

ARTICLE IX - WAGES TO READ COMPLETE AS FOLLOWS:

Section 1. Wage Rates. The following rates shall be in effect during the term of this Agreement:

a. Effective November 18, 2012, the following shall be the hourly rate for all unit employees:

Maintenance Electrician $31.88

b. Effective November 17, 2013, the following shall be the hourly rate for all unit employees:

Maintenance Electrician $32.53

c. Effective November 16, 2014, the following shall be the hourly rate for all unit employees:

Maintenance Electrician $33.23

Section 2.

The annual wage increases defined above were reduced in the first year by ten cents (.10¢), ten cents (.10¢) in the second year and fifteen cents (.15¢) in the third year of the Agreement in order to cover a portion of the cost to the Company to provide insurance and health benefits to employees under this Agreement.

Section 3. Apprenticeships. If and when apprentices are employed, the Company shall recognize the Apprenticeship Training Program as provided by the Joint Apprenticeship Committee and recognized by the California State Apprenticeship Board. Apprentices will be required to abide by the rules and

requirements as set forth by said Committee. Apprentices will be evaluated at the time of their employment with the Company and will be placed within the correct bracket of pay as their experience warrants and as certified by the Joint Committee. The following rates shall prevail:

1st six months - 60% of Journeyman rate
2nd six months - 65% of Journeyman rate
3rd six months - 70% of Journeyman rate
4th six months - 75% of Journeyman rate
5th six months - 80% of Journeyman rate
6th six months - 85% of Journeyman rate
7th six months - 90% of Journeyman rate
8th six months - 95% of Journeyman rate
Journeyman rate thereafter.

The ratio of apprentices to Journeyman shall not be more than one apprentice to three Journeymen.

Section 4. All employees will be paid by direct deposit. Employees may have their pay deposited into any bank which belongs to an A.C.H. (Automated Clearing House). The pay week shall commence on Sunday and end on Saturday.

ARTICLE X - VACATIONS

Section 1. Vacation Eligibility

a. Upon completion of one (1) year of continuous service, employees shall be given one (1) week of vacation with pay.

b. Upon completion of two (2) years of continuous service, employees shall be given two (2) weeks of vacation with pay.

c. Upon completion of three (3) years of continuous service, employees shall be given three (3) weeks of vacation with pay.

d. The following vacation qualification provision applies to employees hired prior to January 1, 2010:

Upon completion of five (5) years of continuous service, employees shall be given four (4) weeks of vacation with pay.

The following vacation qualification provision applies to employees after January 1, 2010:

Upon completion of nine (9) years of continuous service, employees shall be given four (4) weeks of vacation with pay.

e. The following vacation qualification provision applies to employees hired prior to January 1, 2010:

Upon completion of eight (8) years of continuous service, employees shall be given five (5) weeks of vacation with pay.

The following vacation qualification provision applies to employees hired after January 1, 2010:

Upon completion of sixteen (16) years of continuous service, employees shall be given five (5) weeks of vacation with pay.

f. The following vacation qualification provision applies to employees hired prior to January 1, 2010:

Upon completion of ten (10) years of continuous service, employees shall be given six (6) weeks of vacation with pay.

The following vacation qualification provision applies to employees hired after January 1, 2010:

Exhibit 3

Upon completion of twenty-four (24) years of continuous service, employees shall be given six (6) weeks of vacation with pay.

g. The following vacation qualification provision applies to employees hired prior to January 1, 2004:

For an employee whose vacation eligibility date occurs on and after July 1, 1977, upon completion of fifteen (15) years of continuous service, employees shall be given seven (7) weeks of vacation with pay.

h. The following vacation qualification provision applies to employees hired prior to January 1, 2004:

`For an employee whose vacation eligibility date occurs on and after July 1, 1977, upon completion of twenty (20) years of continuous service, employees shall be given eight (8) weeks of vacation with pay. An employee entitled to four (4) or more weeks of vacation will not be entitled to take more than three (3) weeks of such vacation between May 1st and September 30th.

Section 2. Vacation Pay on Termination. Upon termination of employment, employees will be paid all unused and pro rata vacation in a lump sum. Such vacation pay shall not be used to extend employment.

Employees, except for temporary employees as described in Article XI, Section 12, who are terminated for any reason shall be paid pro rata vacation pay for all vacation time due. Payments shall be computed in the following manner:

Exhibit 3

a. Employees on the payroll for one (1) year or less: 1/12th of forty (40) hours pay for each month or major fraction of a month.

b. Employees on the payroll for more than one (1) year but less than two (2) years: 1/12th of eighty (80) hours pay for each month or major fraction of a month.

c. Employees on the payroll for three (3) years or more but less than five (5) years: 1/12th of one hundred twenty (120) hours pay for each month or major fraction of a month.

d. Employees on the payroll for five (5) years or more but less than eight (8) years: 1/12th of one hundred sixty (160) hours pay for each month or major fraction of a month.

e. Employees on the payroll for eight (8) years or more but less than ten (10) years: 1/12th of two hundred (200) hours pay for each month or major fraction of a month.

f. Employees on the payroll for ten (10) years or more but less than fifteen (15) years: 1/12th of two hundred forty (240) hours pay for each month or major fraction of a month.

g. Employees on the payroll for fifteen (15) years or more but less than twenty (20) years: 1/12th of two hundred eighty (280) hours pay for each month or major fraction of a month.

Exhibit 3

h. Employees on the payroll for twenty (20) years or more: 1/12th of three hundred twenty (320) hours pay for each month or major fraction of a month.

Section 3. Vacation Pay Rate. A week's vacation pay shall consist of forty (40) hours pay at the straight time rate plus shift differential, if any, currently in effect at the time vacations are taken. There shall be no pre-payment of vacations.

Section 4. Eligibility

For the purposes of vacation, there shall be a common anniversary date period from January 1 to December 31 of each year.

Forty-five (45) weeks worked or paid for within a calendar year shall constitute a year of continuous service for purposes of this Article. Employees not qualifying for a vacation within a period of twelve (12) consecutive months may qualify by completing forty-five (45) weeks work with the Company within a period of twenty-four (24) consecutive months. No employee shall be entitled to a vacation in a period of fifty-two (52) weeks nor shall time worked or paid

for in excess of forty-five (45) weeks in a consecutive fifty-two (52) weeks be carried over as a credit for the next vacation. Absences up to sixty (60) days on account of illness or accident or approved leave of absence shall be considered as time worked

Exhibit 3

for the purposes only of obtaining forty-five (45) weeks of employment required for vacation eligibility.

Section 5. Scheduling Vacation selection shall be within the following groups on each shift:

- Packaging
- Process
- Focus Equipment (BEST)
- Focus Equipment (PEST)

Each employee eligible to request vacation in accordance with this labor agreement will be required to indicate their vacation on a form provided by the Company. All vacation weeks must be scheduled including additional vacation weeks according to Section 1, Vacation Eligibility. Such vacation selection must be made no later than December 1 of each year. For vacation purposes only, the Company will notify employees of the shift on which they will select their vacation no later than the last full week of October.

Employees shall have the choice of vacation periods in accordance with their seniority and shift assignment, subject, however, to the Company's right to limit the number of employees who may take vacation, in their assigned vacation group, in any given week and on any given shift.

Employees shall request vacation by indicating their preference by seniority on the shift and vacation group on which they are a member at the time vacation selection begins. The Company will schedule vacations for those employees who fail to select their vacation by December 1. All vacation assignments will be finalized and posted by December 15.

No employee may schedule vacation which would cause the Company's weekly vacation quota to be exceeded.

ARTICLE XI - GENERAL PROVISIONS

Section 1. Assignments. The Company agrees that electricians covered by this Agreement are hired to perform work within the occupation of Electrical and related work. This Agreement covers work normally and customarily performed by Electricians employed under this Agreement. Electricians bargaining unit may operate equipment normally operated by members of Production employees bargaining unit during start-ups, following maintenance activities, changeovers, if the equipment is not operating properly, to cover for breaks, lunches, and for training purposes. The Company may assign to employees covered by this Agreement work that is ordinarily performed by members of other bargaining units, and may assign work that is normally performed by members of the IBEW bargaining unit to members of other bargaining units. No tools or equipment are within the exclusive

Exhibit 3

jurisdiction of the Electricians bargaining unit and may be utilized by any employee of the Company, provided they are capable and qualified to use such tools or equipment.

The Company agrees that it will not subcontract such work to be performed on the premises of the Company, except that, when special circumstances exist, exceptions may be made. When the Company intends to subcontract work covered by this Agreement, the Company will notify the Union in advance, except in emergencies. Examples of some of the special circumstances which will be considered in subcontracting work covered by this Agreement include the following: When the work is of such a nature that it should be subcontracted, when the Company does not have the equipment or facilities necessary to perform the work, when employees do not have the skills necessary to perform the work, when the Company does not have available qualified employees employed under this Agreement to perform the work, when the work cannot be completed within required time limits, when the work is warranty work, when the work is related to insurance coverage, or when the work is of an emergency nature.

Nothing in this Agreement or in the prior practice of the parties shall limit the Company's right to subcontract new construction, major new equipment installations and major modifications and major replacements of equipment, and work

Exhibit 3

related thereto, even when Electricians employed under this Agreement are on layoff. The Company may on occasion elect to perform such work in-house, but this shall not restrict the Company's right to revert to subcontracting such work.

The Union reserves the right to utilize the Grievance Procedure (Article IV, Section 4) if the Company violates the provisions of the two preceding paragraphs.

Section 2. Furnished Tools. The Company will furnish and agree to keep in a safe and efficient condition all tools necessary in the performance of the duties of the Electrical classification with the exception of ordinary hand tools as normally furnished by electricians.

Section 3. No employee shall suffer any reduction in pay or classification as result of signing this Agreement.

Section 4. Notices. Notices to the Union shall be considered sufficient if given in writing and sent by regular or registered mail and addressed to I.B.E.W., Local 2295, 3556 Lexington Avenue, Second Floor, El Monte, California 91731. Notices to the Company shall be considered sufficient if given in writing and sent by regular or registered mail to Miller Brewing Company, 15801 East First Street, Irwindale, California 91706.

Section 5. Representatives. All business between the Company and the Union shall be conducted on behalf of the Union by its duly accredited officers and representatives, and on behalf of the Company by the Company's designated representatives.

Section 6. Safety. As a safety measure, where workers are required to work on energized circuits of 440 volts or over (or on energized circuit ballast replacement work on a 277 volt system), the Company shall assign two electricians to perform such work.

Section 7. Transportation: Work off Premises. Transportation will be furnished to all electricians when work is performed away from the brewery premises. Employees will travel to the job and return on Company time.

Section 8. Distribution of Overtime. As far as practicable, overtime shall be equally distributed among qualified employees.

Section 9. Beverage Privilege. The possession (except as required in the performance of job duties) or consumption of alcoholic beverages on the company's premises is prohibited, except as specifically authorized by the Brewery Vice-President and Plant Manager. The disciplinary measure which will be utilized for any infraction of this subsection shall be immediate termination of employment.

In exchange for the elimination, effective March 1, 1986, of all on-premise consumption of beer under the former language of this section and any associated practice, written or oral, or implied by the Irwindale Brewery employees of the MillerCoors, LLC Company in position in the bargaining units

represented by I.B.E.W. Local 2295, the company agrees that each employee will be entitled to receive three (3) free cases of beer per month for home consumption.

In addition, employees will be given the right to purchase beer for private consumption in accordance with regulations established by the company for the control of such beer sales for private consumption.

Should any statue, regulation, ordinance or other binding directive from a governmental agency hereafter impose or require any charge, deposit, tax, or other payment of money on beer purchased or received by an employee pursuant to this Article, the payment of such money shall be the responsibility of the employee receiving the gratis or purchased beer and shall be a condition to the receipt of such beer by the employee.

Section 10. Protective Clothing. The Company will furnish protective clothing to employees when working with caustic, acid, or brine.

Section 11. Temporary Employees. The Company may hire electricians for extra work and on a temporary basis not to exceed ninety (90) days. Such temporary employees shall receive the following rates of pay:

Effective November 22, 1988: $29.85.

None of the provisions of this Agreement shall accrue to their benefit, and they shall accumulate no seniority hereunder. Such employees may be terminated at any time at or before the end of the ninety (90) day period. If they are retained beyond the ninety (90) day period, they shall be reclassified as permanent employees and be covered by this Agreement unless an extension is agreed to between the parties.

Where it is in the interest of the Company to add new employees to the permanent payroll, such employees shall be paid at the current rate for Maintenance Journeyman Electricians covered by this Agreement. Health and Welfare and Pension only shall start after eighty (80) hours. All other terms and conditions of employment shall remain the same. The Union may notify the Company in writing of the increase in the rate for Journeyman Wiremen to be effective June 1, 1977, or thereafter under the NECA Agreement covering Southern California. The Company may elect to pay the increase. If the Company does not elect to pay the increase, the Company shall notify the Union in writing within thirty (30) days of the Company's intention to negotiate. The parties shall immediately negotiate the rate for temporary employees, and in such event, neither party shall be bound by the provisions of Article XVIII after an additional

thirty (30) day period from the date of the notification from the Company.

Article XII - Health and Welfare

a. Health and Welfare Plan. Health and welfare benefits shall be provided under the Los Angeles Machinist Benefit Trust Fund. In the event of termination of such plan before the expiration of this Agreement, the parties agree that they shall meet to negotiate other coverage.

b. Company Contribution . Contributions in the amount of $1,759.00 per month per eligible employee shall be made to the District Lodge 94, I.A.M.A.W. Health and Welfare Trust Fund through December 31, 2012. Effective January 1, 2013 to December 31, 2013 the company will contribute up to $1,847.00 per month per eligible employee. Following written notice from the Union during the period January 1, 2014 to December 31, 2014, the Company will contribute up to a maximum additional 5% up to but not more than $1,939.00 per month per eligible employee. Following written notice from the Union during the period January 1, 2015 to December 31, 2015, the Company will contribute up to a maximum additional 5% up to but not more than $2,036.00 per month per eligible employee. If the additional increase in monthly payments is more than the

maximum additional amounts during those periods, the additional costs will be deducted from the employee's paycheck on either a weekly or monthly basis and remitted to the fund. Any unused portion of the maximum increases in monthly Company contributions may be applied to future years during the term of this agreement.

c. Health Care Reform. Employer shall not be responsible for any penalties that may arise under Section 4980H of the Internal Revenue Code ("4980H Penalties") with respect to employees' health plan coverage provided through the Los Angeles Machinist Benefit Trust Fund (or any other provider) ("Multi-employer Plan Coverage"). In the event that Employer reasonably determines that, under applicable law, it could be held responsible for any 4980H Penalties associated with Employees' Multi-Employer Plan Coverage, Employer reserves the right to immediately cease contributions for such Multi-Employer Plan Coverage and to instead offer eligible employees coverage under a plan of the Employer that is designed to avoid 4980H Penalties. The employee, and not the Company shall be responsible for any portion of any excise tax on high-cost employer-sponsored health coverage under Section 4908I(a) of the Internal Revenue Code that results from an employee's

Exhibit 3

coverage under a plan sponsored by the Los Angeles Machinist Benefit Trust Fund or any other multi-employer plan.

d. Maintenance of Benefits. The Company agrees to maintain the cost level of existing insurance and dental benefits during the term of this Agreement. The Company approves and consents to the appointment of the Trustee designated for the Los Angeles Machinist Benefit Trust and further ratifies, confirms and consents to all acts heretofore taken in the creation and administration of said Trust by the Trustee, agents and representatives, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided by the Participation Agreement and Declaration of Trust as may be constituted in its original form or may be subsequently amended.

e. Additional Contributions. The Company shall make contributions for a period not to exceed ninety (90) calendar days in a calendar year on behalf of an employee who is receiving State Disability Insurance and who would otherwise be working. If an employee is receiving Workers' Compensation benefits for any injury incurred in the employee of the Company, the Company shall make Health and

Exhibit 3

Welfare contributions on behalf of the employee during the period of the employee's absence and when the employee would otherwise be working for a period not to exceed twelve (12) months.

f. The Company shall maintain the health and welfare benefits in effect as of November 22, 1988, in accordance with Article XII, Health and Welfare, of the collective bargaining agreement. That agreement and related Health and Welfare Trust will be modified and/or administered so as to permit the Company without reduction of benefits to: (1) at its discretion determine the source of coverage, (2) at its discretion impose cost containment measures which do not lessen the actual benefits available, and (3) at its discretion offer alternative forms of health care coverage (e.g. health maintenance organizations, preferred provider organizations).

ARTICLE XIII - PENSION

a. The company will make contributions for each hour worked or paid for by employees covered by this Agreement to the International Brotherhood of Electrical Workers District #9 Pension Trust ("District 9 Trust") as follows:

Effective	Amount
11/18/2012	$4.00

Exhibit 3

11/17/2013	$4.10
11/16/2014	$4.20

Note: For employees hired on or after March 1, 2013 the company contribution will be up to a maximum of forty (40) hours per week.

Contributions to the District 9 Trust and plan forming a part thereof continue to be tax exempt and so long as Company contributions thereto continue to be tax deductible.

b. In lieu of the "sixth sick day" and six-cent supplemental memorandum of agreement, the Company will contribute an additional $0.118 per hour effective November 22, 1994 (Revised to $.012 effective November 22, 2009).

c. The Company shall make the pension trust contributions provided in paragraphs (a) and (b) on behalf of an employee who is receiving State Disability Insurance and who would otherwise be working for a period not to exceed four (4) weeks in a calendar year. If an employee is receiving Workers' Compensation benefits for an injury incurred in employ of the Company, the Company shall make pension trust contributions on behalf of the employee during the period of his absence and when he would otherwise be working for a period not to exceed twelve (12) months.

d. The Company shall pay, in addition to the hourly contribution rate per employee, an annual fee directly to the plant administrator, as billed by the plan administrator in accordance with the following schedule:

25 or less participants	$50.00
25 to 50 participants	100.00
51 to 75 participants	150.00
76 to 150 participants	250.00
151 to 300 participants	500.00
Over 300 participants Stipulated by Board of Trustees upon request.	

The Company further agrees to pay any annual increase after the first contract year not to exceed 10% of the schedule set forth herewith.

e. Thrift Savings Plan

Employees covered by this Agreement shall be eligible to participate in the MillerCoors LLC Consolidated Retirement and Thrift Savings Plan - Irwindale Electricians (CRTSP) on the first day of full-time employment.

Each employee may voluntarily elect to contribute no more than seventy-five percent (75%) of pay (on a pre-tax basis) to the CRTSP. The total amount contributed may not exceed any amounts set by law or necessary to meet any

mandatory deductions. Employees who have not enrolled in the CRTSP within 60 days from their date of hire will be automatically enrolled in the CRTSP at a contribution rate of 4% with contributions invested in the CRTSP's default investment option; this automatic enrollment provision will be implemented as soon as administratively possible in 2013.

The Company will provide the employee with the opportunity to make catch-up contributions as allowed by the Economic Growth and Tax Relief Reconciliation Act of 2001. It is understood that should the Company decide to change the CRTSP record-keeper, the Company will continue to provide similar investment options under the CRTSP.

Charges rendered by the CRTSP's record-keeper resulting from the implementation of a Qualified Domestic Relations Order (QDRO) are the responsibility of the participant and/or the participant's Alternate Payee.

The CRTSP document shall be the controlling document and shall set forth the plan terms relative to eligibility, participation, benefits, financing, and administration as required by the Employee Retirement Income Security Act (ERISA).

Prior to January 1, 2013, distribution shall become available under the CRTSP only upon termination of employment (distribution upon death would be made to the employee's beneficiary, which in the case of married employees, would be the spouse unless someone else is designated with spousal consent) or hardship withdrawal as set forth in the Benefits Program Handbook. Effective January 1, 2013, in addition to distributions at termination of employment or as a hardship withdrawal, employees who are at least age 59 ½ will be eligible to make in-service withdrawals of any dollar amount from their account for any reason while an active employee.

Employees shall be fully vested in their voluntary pre-tax accounts at all times.

Employees will be able to invest their contributions in the investment options offered under the CRTSP. Employees may change the rate of their contribution or terminate contributions which otherwise would have been made during the remainder of the year at any time during the year. Investment options may be changed at any time through the use of the CRTSP's 800-telephone number or web site.

Loans will be made available through the CRTSP. CRTSP participants will be responsible for any loan set up and administrative fees.

The employees shall be able to make hardship withdrawals from the CRTSP as set forth in the Benefits Program Handbook.

The CRTSP shall be subject to the requirements of the Internal Revenue Code for tax qualified retirement plans, including particularly Internal Revenue Code Section 401(K).

ARTICLE XIV - SAVINGS CLAUSE

Any provision of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect except as provided hereinafter in this covenant.

Both parties agree that in the event that any covenant deleted or rendered inoperative by processes of the preceding paragraph shall be immediately renegotiated so as to remove objectionable features.

ARTICLE XV - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or

obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merge, sale, transfer, or assignment by either party hereto; or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto; or by any change, geographical or otherwise, in the location of the place of administering the business. All provisions of this article shall be subject to the provisions of the National Labor Relations Act.

ARTICLE XVI - DURATION OF AGREEMENT

Except as provided herein, the effective date of this Agreement shall be November 25, 2012, and it shall terminate on November 14, 2015.

ARTICLE XVII - NO STRIKE-NO LOCKOUT

During the term of this Agreement, the Union and the employees will not cause, engage in, or assist any strike, slowdown or concerted interference against the Company, including sympathetic action or sympathy strike. The Company will not engage in any lockout of employees covered hereby.

ARTICLE XVIII - FAIR EMPLOYMENT

Neither the Company nor the Union shall discriminate against any individual, because of his or her race, color, religion, sex, or national origin, age, handicap or veteran status, with respect

to opportunity for or tenure of employment, or with respect to any term or condition of employment, or any other right, benefit, duty, or obligation created and/or protected by the provisions of this Agreement.

ARTICLE XIX - BEREAVEMENT PAY

In the event of a death in the immediate family (mother, father, spouse, children, brothers, sisters, mother-in-law, father-in-law, stepfather, stepmother, half brother, half sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandchildren, grandparents and spouse's grandparents) the employee shall be given three (3) days of leave, and the employee shall be paid his or her regular straight time rate of pay for such leave provided that the employee attends the funeral.

This provision shall be applicable only to an employee who is scheduled to work at the time of and immediately following the death. Saturdays, Sundays, and holidays shall not be taken at the time of the death. Notice of intended leave must be given to the Company as much in advance of the commencement of the leave as is possible.

FOR THE UNION:

LOCAL UNION #2295 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO-CLC

By _____

FOR THE COMPANY:

MILLERCOORS BREWING COMPANY

By 

Date _____ Date 10/25/13

Exhibit 3

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

Miller Brewing Company-Irwindale Brewery Drug and Alcohol Policy

1. *Purpose of the Policy*: The Company maintains a drug and alcohol policy to help guarantee employees and customers a safe workplace, to meet the demands of our customers, and to comply with applicable law.
2. *Summary of Policy*: As a condition of employment, employees are prohibited from performing their duties with unlawful drugs present in their systems, or while under the influence of alcohol, and from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs while at work, or while on Company property. Employees are required as a condition of employment to notify the Company within five days of any criminal drug statute conviction for a violation occurring in the workplace, and to undergo a drug and/or alcohol test when requested to do so pursuant to this policy. Violation of this policy will result in the employee's immediate discharge, subject to the provisions of Paragraph 5 of this Policy.

3. *Circumstances Under Which Employees Will Be Subject To Testing For The Presence Of Drugs or Alcohol In Their Systems*: The Company will test employees under the circumstances set forth below. In all cases, the Company will bear all costs associated with the testing, including travel expenses. Employees must submit to testing when scheduled by the Company.

    a) *Post-Accident Testing*: Employees will be tested when they contribute to, or are involved in, an accident in which an employee receives outside medical treatment or involves damage to Company property in excess of one thousand five hundred dollars ($1,500).

    b) *Reasonable Suspicion Testing*: Employees will be tested when there is a reasonable basis for suspecting that the employee may have unlawful drugs or alcohol present in his or her system.

    c) *Testing at Management Discretion following confirmed positive test*: In those cases in which an employee with a confirmed positive test has not been terminated because of the provisions of paragraph 5 of this policy, the Company may require the employee to be tested at any time deemed appropriate by the Company within eighteen (18) months following the employees return to work, provided that the employee may not be required to be tested more than six (6) times under section (3c) in such eighteen (18) month period. Any leave of absence shall be excluded from the eighteen (18) month testing period.

4) *Testing Procedures*:

    a) *Nature of Test:* In all cases the employee will be tested as soon as the Company can schedule the test, and will be tested as outlined in 3 a, 3 b, and 3 c. Testing will be done by urinalysis. The urinalysis drug testing will be conducted by laboratories certified by the United States Department of Health and Human Services (HHS) or comparable certifying authority. At the time the specimens are collected, the specimens must be immediately sealed, labeled and initialed by the employee. In all cases, a split sample shall be collected. Testing for alcohol will be conducted by an individual certified in the use of a breathalyzer device. "Under the influence" will be presumed at the same level as used by the state of California for driving offenses (presently .08).

    b) *Confidentiality:* All information received regarding drug and alcohol testing will be maintained on a confidential basis.

    c) *Retesting:* Employees shall have the right to require that a confirmed positive sample be retested.

5) *Employee Assistance Program*: Any employee who has a confirmed positive test shall be given an opportunity to enter the Employee Assistance Program (EAP). No employee shall be discharged or disciplined as a result of a first positive drug or alcohol test, so long as he or she agrees to participate in the EAP and any treatment or rehabilitation program recommended by the EAP, and authorizes the EAP and provider of any such treatment or rehabilitation program to inform the Company about the employee's compliance with directives of the program. The cost of any rehabilitation or treatment will be covered by the health insurance plan in effect at the time, to the extent that the plan provides such benefit. A refusal to participate in, and comply with the directives of, the EAP and any EAP recommended treatment or rehabilitation program shall result in immediate discharge. Nothing herein shall preclude discipline or discharge because of conduct that would otherwise warrant discipline, regardless of whether such conduct arises out of, or is related to, drug or alcohol use.

D/C 10-26-12 T/A RB 10/25/12

Exhibit 4

October 29, 2003

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties reached in 2003 Irwindale Brewery contract negotiations regarding Process Safety (OSHA Regulations).

The Company is required to comply with the current OSHA Regulations along with any future revisions to those regulations concerning Process Safety. This includes providing the training, equipment and resources required to meet those regulations. The Company will work with other plant unions and management to establish an adequate response certified team along with the IBEW members.

The IBEW acknowledges their role in supporting the Company's commitment to comply with OSHA regulations on establishing and maintaining a certified Process Safety Response team. To that end, the IBEW commits to the training and medical examinations in order to become response certified.

The parties will jointly encourage IBEW members to participate in this voluntary process to the extent their training and medical certification permits.

The Union and Management will routinely review the OSHA Regulations, commitments and compliance through the Joint Labor Management Committee.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

October 29, 2003

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties reached during the 2003 Irwindale Brewery negotiations concerning physical examinations for Process Safety Responders.

It is understood that I.B.E.W. members responding to emergencies will be required to take physical examinations, which will include blood tests. The results of these physical examinations will be kept confidential and will only be used for the purpose of determining whether the employee may act as a Process Safety Responder.

Sincerely,

Roy J, Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

October 29, 2003

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties reached in 2003 contract negotiations regarding plant shutdowns.

The Company may schedule a shutdown of operations of one or more days in a scheduled work week, not to exceed a total of eight (8) days in a calendar year. The Union shall be notified at least seven (7) days in advance of the shutdown. Once the Union is notified of the shutdown, the shutdown shall not be canceled unless any unforeseen circumstances occur beyond the Company's control. In the event a shutdown day is scheduled, and subsequently canceled, such shutdown day shall count towards the eight (8) shutdown days per calendar year provided for in the Agreement.

If certain work is to be performed during a shutdown, the Company shall post a notice of the number of employees needed to work on each shift. Volunteers shall be scheduled to work in seniority order provided they have the qualifications necessary to perform the available work, so long as employing the senior employee does not result in the employee working two (2) consecutive shifts. If the number of volunteers is insufficient to meet the demand for employees on the shift where the work is to be performed, the Company may assign employees from such shift who have the qualifications to perform the available work in inverse order of seniority.

Employees not scheduled for a shutdown day who have at least one (1) day of sick leave may, at their discretion, utilize sick pay in order to be paid for the shutdown day. Pay for such sick day shall not count as an absence under the Attendance Control Program.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

November 28, 2006

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties in 2006 labor contract negotiations regarding job security.

During the term of this agreement, the Electricians listed on the attached will be employed by the Company on a full-time basis and not subject to layoff except for the following reasons:

1. Permanent shutdown of all or part of the Irwindale Brewery.

2. Strike, lockout, act of God, utilities failure, materials shortage, or similar circumstances unanticipated by the Company or beyond its control.

3. Decrease in production requirements resulting from a downturn in the Company's sales, changes in the market area serviced by the Irwindale brewery, or other circumstances.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

IRWINDALE ELECTRICIANS

	Employee	Clock No.
1	Anderson, Kenneth A	3058
2	Barnard, Stephen P	3316
3	Boisclair, David R	3329
4	Brunetto, Ross	3342
5	Cafaro, Paul	3335
6	Chung, Fred Y	3322
7	Costel, Prunau	3333
8	Fraze, David W	3352
9	Gallagher, Michael J	3036
10	Gonzalez, Alfredo	3331
11	Hampton, Philip G	3308
12	Hernandez, Frank G	3355
13	Ipina, Joaquin	3343
14	Koszo, Ervin	3358
15	Macswan, Christopher	3362
16	Mares, Benjamin	3340
17	Martinez, Pablo B	3359
18	Migdal, Rhonda L	3319
19	Morgan, Mack Leon	3361
20	Nielson, Leslie E	3038
21	Nolan, William G	3303
22	Perez, Gerardo V	3321
23	Pray, Francis B	3306
24	Pritchett, Anthony	3337
25	Sharp, Louis C	3324
26	Switzer, Roy M	3351
27	Tovar, Miguel A	3349
28	Tripsea, Ion	3332
29	True, Dante O	3354
30	Usher, Marlon	3360
31	Velazquez, Robert	3320
32	Wilson, Richard L	3025
33	Yefimenko, Vladimir	3341

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

When possible to do so, employees on layoff will be recalled to perform work which is normally and customarily performed by bargaining unit employees. When the duration of the work is for more than five (5) workdays, employees will be recalled in accordance with the labor agreement. When the work is for less than five (5) workdays, the recall provisions of the collective bargaining agreement shall not apply and employees will be recalled in accordance with the following procedure:

1. The Company shall contact by telephone employees on layoff in seniority order, beginning with the employees with the greatest length of seniority. The Company shall maintain a record of the names of the employees called and the date and time of such calls for each job.

2. Employees contacted will be advised of the effective date of recall and the expected duration of the work. Employees will be given 24 hours advance notice of this recall.

3. Employees contacted may either accept or decline recall. An employee who declines shall not, as a result, lose seniority under Article V, Section 6(d), and such employee shall not lose his place on the recall roster.

4. Employees who cannot be contacted shall be bypassed.

5. The Company shall continue to contact employees in seniority order until the number of employees necessary for the job is obtained.

6. In the event that the required number of Electricians is not obtained pursuant to this procedure, the job may be sublet by the Company.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/25/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

October 29, 2003

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached by the parties during 2003 negotiations regarding scheduled overtime for communication purposes.

Employees may be required to work overtime of one (1) hour or less for communication purposes, as scheduled by the Company, regardless of their position on the overtime roster.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

The Company and the Union agree that a gainsharing program has been implemented at the Irwindale Brewery as follows:

1. The Company and Union will meet on an annual basis to review the factors used in the gainsharing formula and discuss new factors, if any, which may be appropriate. All final decisions on all aspects of the program are reserved to the Company, the Company may amend the program at any time, and the Company shall be solely responsible for the administration of the program.

2. It is the Company's expectation that gainsharing is a viable concept at the Irwindale Brewery. However, at this time, any gainsharing program is considered by the Company to be experimental in nature. Accordingly, the gainsharing program will be implemented on a trial basis for a minimum of one year. Thereafter, the Company may discontinue the program at any time.

3. The Company agrees to comply with reasonable requests by the Union for relevant information necessary for the Union to monitor progress being made under the program, to determine whether any payments to employees under the program are correct, and in the absence of payments, the reason therefor. The Company will not be required to provide information to the Union which it deems to be irrelevant or to violate its proprietary interests. It is specifically agreed that the Company will not be required to open its records for inspection by the Union.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/25/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

Effective on the date of ratification of the 2003 – 2006 Collective Bargaining Agreement, follow-up or continuing medical treatment which is necessary following a work-related injury shall be scheduled during non-work hours. When verified circumstances require that such treatment be scheduled during work hours, the employee involved will be released from work and compensated for wages lost.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/26/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

LETTER OF UNDERSTANDING

Respiratory Exams

The parties recognize that State and Federal law require that annual physical examinations be conducted for all necessary employees as determined by the Company who may be required to wear respirators. It is agreed by the parties that all such employees will, when requested, submit to all requirements dictated by law of such examination limited to respiratory system only to be conducted on Company time. The results of the exam will not be used to discharge an employee.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/26/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-24-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

LETTER OF UNDERSTANDING

Audio Exams

The Company, in order to protect against the possibility of hearing loss, will require employees to take an appropriate audio exam. The results of the exam will not be used to discharge an employee, unless the results show that correction to acceptable level is impossible and the employee is endangering himself or others. The results will be kept confidential and will not be shown to anyone unless required to do so by a city, state, or federal agency, or pursuant to a state or federal court enforceable request.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/26/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

It is hereby agreed between the parties that, if the average absenteeism percentage on either the day before or the day after any holiday during the new contract term exceeds the Electrical Bargaining Unit absenteeism percentage for the last full month preceding that holiday, members of Local 2295 shall be required, notwithstanding the language of Article VIII, Section (c), of the labor agreement, to work both their last full scheduled shift on the day before the holiday and their full scheduled shift on the day after the holiday to be eligible for holiday pay unless prevented from doing so for reasons satisfactory to the Company. If the experience improves after a given holiday, the Company will authorize a return to the requirements of Article VIII, Section (c), of the labor agreement, subject to a return to the day before and after requirements if the absenteeism percentage on either the day before or on the day after any subsequent holiday exceeds the Electrical Bargaining Unit absenteeism percentage for the last full month preceding that holiday.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/26/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 11, 2009

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the agreement between the parties reached in 2009 labor contract negotiations with regard to diagnostic test equipment.

Diagnostic test equipment such as vibration analysis equipment with infrared scanners, which are not used exclusively to perform electrical work, may be used by any individual for the purpose of research, auditing, or diagnosis of equipment performance provided there are no exposed electrical components.

This is not intended to replace work normally performed by Electricians.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

LETTER OF UNDERSTANDING

RE: Electrical/Electronic Instrumentation Repair, Calibration and Maintenance Work

This Letter of Understanding between MillerCoors and the International Brotherhood of Electrical Workers, Local 2295, sets forth the items of agreement between the parties on this subject.

1. Electrical/electronic instrumentation maintenance, calibration and repair work (3-15# pneumatic air signal and 4-20 milliamp) will be performed by members of the bargaining unit who are part of an instrumentation maintenance and repair team. Any work dealing with the software portions of the system will not be within the jurisdiction of the bargaining unit.

2. The Company will provide members of the bargaining unit, who have the skills and ability, with the necessary training and familiarization to become qualified to perform the work which the Company will assign to them as enumerated in item number one above.

3. Overtime incurred by IBEW members on electrical/electronic instrumentation repair, calibration and maintenance work will be distributed in accordance with Article XI, Section 8 of the labor agreement between the parties, effective November 22, 1994.

4. Nothing in the letter is intended to conflict with the provision of the labor agreement between the parties effective November 21, 2009.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 10/26/12

FOR THE UNION:

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

March 10, 2004

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, California 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties in the 2003 electrician negotiations regarding work jurisdiction of Planners.

Electrician planner work may be assigned to any electrician, machinist or mechanic planner without regard to jurisdiction.

Additionally, it is understood that electrician planner work may be assigned to any salaried employee.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By:

Date: 10-26-12

January 24, 2007

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties reached in the 2006 Irwindale Brewery negotiations regarding holding one week of vacation in abeyance for shutdown days.

Employees shall have the option to hold in abeyance one (1) full week of vacation which the employee is entitled in that year to use during shutdown days. Employees holding such vacation in abeyance and not scheduled to work during a shutdown day will be paid vacation equivalent to the period of shutdown not to exceed the remaining vacation held in abeyance. Any portion of the one week held in abeyance and not used during the year for such purpose will be paid in its entirety in January for the prior year.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

February 7, 2007

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached between the parties during the 2006 contract negotiations regarding overtime equalization.

The Company and the Union will meet on a quarterly basis to review concerns regarding the equalization of overtime hours and discuss possible solutions.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 16, 2009

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This letter will confirm the agreement reached between the parties during the 2009 contract negotiations regarding Article VII and Article VIII.

An employee may be absent for the following qualified reasons and still be eligible for overtime pay:

Jury Duty
Bereavement (paid contractual leave and additional approved leave)
Workers Compensation Leave
Approved Union Business
Vacation
Holidays
Lay-off
Military Leave
Shutdown Day
Five (5) Paid Sick Days

Those employees who are absent for a non-qualified reason will be paid overtime for Saturday, Sunday, and Holidays after they have worked or been paid 40 hours in a work week

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 16, 2009

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, California 91731

Dear Mr. Clay:

This is to confirm the understanding of the parties in the 2009 electrician negotiations regarding interior and exterior lighting maintenance.

Interior and exterior lighting maintenance will continue to be performed by Electricians. Additionally, the Company may continue to subcontract such work, however, such subcontracting will not be done on a permanent basis and no Electrician will be laid off as a result of such subcontracting.

Sincerely,

Roy J. Bixby
Sr. HR Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 10-26-12

MillerCoors
15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

ELECTRICIANS (I.B.E.W.)
Shift Preference Guidelines

1. By October 1, of each year, all Electricians who have completed their probationary period will be offered the opportunity to indicate their shift of preference, as well as their alternative shifts of preference for either the Process or Packaging Department, on a form provided by the Company. Shift assignments will be made on the basis of seniority. Such shift assignments will commence the first full week of January. Employees assigned to the BEST/PEST Team will not be subject to this section.

2. During the year, an Electrician with greater seniority may bump an Electrician with less seniority on a shift within the same department (Process or Packaging) provided the senior employee has not made such a move within the previous six month period. The displaced employee will not be subject to the six month limitation if they move to the open position or they are able to return to the shift from which they were displaced. The Steward shall be considered to have the highest seniority for purpose of shift assignment.

3. Attendance is required at training sessions scheduled for employees who regularly work on a piece of equipment, process, etc. Such training may be held during overtime hours and paid at the applicable rate. If an employee will be unable to attend a particular session due to an outside obligation which cannot be rescheduled and provides advance notice of an acceptable reason, he/she shall be excused.

4. The Company may temporarily change the shift assignment of an Electrician for training purposes regardless of seniority. Such training lasting more than 10 weeks will be reviewed with the union. When the training is completed, the employee will be returned to their normal shift and at such time will not be required to work a double shift.

5. When a new Electrician is hired, he/she is assigned to a shift for training, familiarization, and evaluation during the probationary period. At the end of the probationary period, the recently hired Electrician is assigned to a shift. An opening, therefore, exists on the shift to which the Electrician completing his/her probationary period is assigned. A senior Electrician requesting the shift to which the then probationary Electrician is assigned will have his/her shift preference recognized by assignment to that shift.

FOR THE COMPANY:

MillerCoors

By: _____

Date: 2/20/13

FOR THE UNION:

I.B.E.W., ~~Local~~ #2295

By: _____

Date: 2-28-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

LETTER OF UNDERSTANDING

The parties recognize the need for assuring both adequate and qualified coverage for weekday and weekend overtime. To address these needs, the parties agree as follows:

1. The Company and the Union will cooperate to secure electricians with the skills and qualifications necessary to perform the overtime work on a voluntary basis.

2. Measures will be utilized to secure qualified volunteers for overtime work (all shifts).

3. The Company will not be obligated to schedule employees for more than eight (8) hour shifts.

4. In the event that volunteers with the skills and qualifications are insufficient to cover the over time work to be assigned, the Electricians with the necessary skills lowest in overtime hours not already scheduled to work, will be scheduled to cover the work on the shift where the work is assigned. (It is understood that instrumentation, PEST, and BEST coverage will be secured from among employees qualified in that area.)

FOR THE COMPANY:

MillerCoors

By: _____

Date: 2/20/13

FOR THE UNION:

IBEW, Local #2295

By: _____

Date: 2-20-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 20, 2013

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Workers, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This letter will confirm the agreement between the parties during the 2012 contract negotiations concerning the wearing of safety shoes.

Effective January 1, 2010, the company will require all electricians in the production area of the brewery to wear company approved safety shoes.

In order to assist electricians in obtaining these shoes the company will:

Make available to all electricians a shoemobile which will be at the brewery on set dates.

Provide one pair of shoes to each electrician each calendar year. Employees must choose from a selection of shoes which will be provided by the company. Employees will be allowed to select other shoes from the shoemobile, but will be responsible for any costs above that of the shoes offered by the company ($100 minimum).

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 2/20/13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 19, 2013

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached by the parties during 2012 negotiations regarding eligibility for scheduling one week of vacation in one-day increments.

Employees with no days of unpaid absence in the twelve-month period from October 1 of each year to September 30 of the following year will be permitted, in the succeeding vacation selection period, to select one week of vacation in one-day increments in accordance with the guidelines established in the Vacation Scheduling Procedure.

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 2-19-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 19, 2013

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached between the parties during the 2012 contract negotiations regarding addressing issues that arise in the workplace.

The Union and the Company agree to form a committee to address issues that arise in the workplace.

The committee will be made up of four members selected by the Union plus the Business Manager and four members from the Company.

The Committee will meet monthly to address and problem solve, in a timely manner, all matters brought to the Committee.

The Company will keep records of the meetings and post them on the Union Bulletin board and copy the Brewery Vice-President and Plant Manager within ten (10) days of the meeting.

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 2-19-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 19, 2013

Mr. David Clay, Business Manager
International Brotherhood of Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached between the parties during the 2012 contract negotiations regarding the need for technical training and the effectiveness of training initiatives.

During 2012 negotiations the union raised several concerns related to the effectiveness of training, and the perceived inequities of training made available to its' members.

The Company and the Union agree to collaborate to develop effective electrical, electronic and technical training for all Electricians. To that end, a committee will be established to review the training offerings, training distribution, and needs for additional training, and make recommendations for improvements in the aforementioned areas. The committee will consist of representatives from Human Resources, Learning and Development, Operations, and a like number of union representatives. Final determination of the training offerings will be made by the Irwindale Brewery Academy (IBA) Steering Committee.

Further, in order to develop meaningful training plans for each individual, the parties agree that over the course of 2013 each employee will have a discussion with her/his manager and a Union representative, if requested, and discuss technical training that the parties believe will be necessary for each individual. An overall training plan outlining the technical training that is deemed appropriate will be prepared and advanced for review and approval. Each employee will be informed of the final determination relative to the training plan for that individual. On a trial basis, for calendar year 2014 each employee will be scheduled for a minimum of forty (40) hours of technical training. (Unless there is a permanent shutdown of all or part of the brewery, a strike, lockout, act of God, utilities failure, materials shortage or similar circumstance unanticipated by the Company or beyond its' control occurs, or there is a decrease in production requirements resulting from a downturn in the Company's sales or changes in the market area serviced by the brewery). In the fourth quarter of 2014 a review of the plan will be conducted and a decision whether to extend the process to 2015 will be made.

It is understood that no practice that conflicts with the terms of the current agreement will be implemented by virtue of the foregoing process. It is further understood that in the event that the union has recommendations relative to issues that arise from the process, said issues will be addressed via the committee established in 2012 negotiations.

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W. Local #2295

By: _____

Date: 2-19-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 19, 2013

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This is to confirm the understanding reached between the parties during the 2012 negotiations concerning the role of the team members in self-sufficient operational teams.

The parties re-confirm their commitment to make the Irwindale Brewery the best brewery possible. To advance the development of self-sufficient operational teams, members of the bargaining unit will share responsibilities for focusing their team on Safety, People, Quality, Service, Cost, Sustainability (SPQSCS), in alignment with brewery goals. The Company and the Union will collaborate to discuss issues associated with this process.

It is understood that no practice that conflicts with the terms of the current labor agreement will be implemented by virtue of the new process. It is further understood that if the Union disagrees with issues that arise with the process said issues will be addressed via the committee established in the 2012 negotiations.

Copies of the meeting minutes will be posted.

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 2-19-13

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

February 20, 2013

Mr. David Clay, Business Manager
International Brotherhood of
Electrical Works, Local #2295
3556 Lexington Avenue, Second Floor
El Monte, CA 91731

Dear Mr. Clay:

This will confirm the understanding reached between the parties during the 2012 contract negotiations regarding assignments to the PEST and BEST teams.

Individuals presently assigned to the teams will continue in their roles for a period of not more than twelve (12) months following the date of ratification of this Agreement. During the twelve (12) month period, the following steps will occur:

1) Employees who have two (2) or more years of seniority will be solicited for their interest in the positions;
2) Individuals who express an interest in the positions will be provided an opportunity to demonstrate their skills and abilities via the CAP certification process. In order for an individual to be certified as competent for the position, he/she must demonstrate competency in 80% of the job requirements. A test will be administered to qualify knowledge by the IBA Steering Committee.
3) PEST/BEST openings will be filled by individuals certified as competent per item 2, above will be assigned to the PEST/BEST positions. However, if there are two (2) or more individuals who are deemed to be qualified per the assessment process, then the individual with the most seniority will be assigned.

Sincerely,

Roy J. Bixby
Sr. HR. Manager and Labor Relations

I.B.E.W., Local #2295

By: _____

Date: 2-20-13

Exhibit 5

AGREEMENT

between

MILLERCOORS LLC

IRWINDALE CALIFORNIA

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Local Union 896 - Production

Term of Agreement:

June 11, 2018 – June 12, 2021

Exhibit 5

Exhibit 5

INDEX

Exhibit 5

Exhibit 5

Exhibit 5

Exhibit 5

SIDE LETTER INDEX

Exhibit 5

AGREEMENT

The term of this Agreement shall be from June 11, 2018 to June 12, 2021, and shall continue in effect thereafter from year to year unless either party hereto serves written notice on the other of its intention to change or terminate the Agreement at least sixty (60) days prior to June 12, 2021, or prior to June 12 of any subsequent anniversary date. Notice shall be given in case of employees by the Local Union to MillerCoors llc or in the case of MillerCoors llc to the Local Union.

WHEREAS, the parties hereto desire to continue their collective bargaining relationship, already in existence.

BE IT RESOLVED, that the Company will recognize the Union as the sole collective bargaining representative of all bottlers, brewers, and checkers employed at the 15801 East First Street, Irwindale, California facility.

FURTHER, the Company agrees that the provisions of the current or successor agreements, including but not limited to seniority, shall be applicable at the Irwindale facility, 15801 East First Street, Irwindale, California.

SECTION 2. EMPLOYEE DEFINED AND JOB DESCRIPTION

(a) The word "employee" as used herein means those employees of the Company covered hereby who perform their services principally

Exhibit 5

in the State of California and within the Counties hereinabove listed and who are:

(a)(1) Brewers

Employed as brewers in the brewing department including all cellars, platforms and warehouses used in connection with the operation of the brewing department whose work shall consist of the following:

Unload all freight cars of all ingredients and materials (excluding those used in repair or maintenance by other departments or handled by checkers or bottlers and stored in a central storeroom or warehouse) used in the beer and malt beverage brewing, aging and finishing process and all kegs, store the same and all such ingredients and materials after having been unloaded from a truck or trailer and operate all equipment used for such purposes.

Unload all freight cars of all cleaning materials and equipment, supplies, implements and machines (not received, warehoused or issued by checkers or bottlers) used in cleaning the equipment on or with which brewers work, or the area in which brewers work or which brewers use, and operate all equipment used for such purposes.

Grease, with other than petroleum-based grease, beer docks and the mechanism inside lauter tubs; operate, use and clean all equipment and areas used in the beer and malt beverage brewing, aging and finishing process and in the storage and transferring of

Exhibit 5

the finished product before packaging and in the transferring of the finished product for packaging.

Operate, use and clean all equipment and areas used in the packaging of the product in kegs and use, clean and condition all kegs (excluding all welding, dedenting, replating, resurfacing and repairs requiring return to the manufacturer).

Store all full or empty, conditioned or unconditioned kegs on brewery premises, clean all areas on brewery premises in which kegs are stored (except seasonal storage areas) provided that when taken out of seasonal storage the kegs shall be handled by brewers.

Operate, use and clean all equipment and areas used in disposing of beer and malt beverage waste resulting from the brewing, aging and finishing process and from packaging in kegs (except dry waste storage area away from and not connected with the brewhouse and where such work is performed by other employees covered by the Agreement) and all equipment and areas used in the processing and storage of by-products of the brewing, aging and finishing process.

In breweries handle all full and empty kegs and beer and malt beverage, brewing, aging and finishing process waste to the tail gate (or its equivalent) of all trucks and trailers for loading, and load all freight cars and operate all equipment used for such purposes.

Exhibit 5

Draw all beer and malt beverage brewing, aging and finishing process and by-product samples (excluding bacteriological, and with the assistance of a brewer, such samples taken under specially controlled conditions, and verification and recheck samples) and deliver the same to the laboratory or laboratories or technicians designated by the Company, unless such work is performed by employees of the Company under agreement with the Union.

Remove and replace all cooker, mash tub, lauter tub, mash filter, kettle, hot water, beer cooler, filter and beer flow charts, tapes or other devices on which are recorded automatically information with respect to such parts of the beer and malt beverage, brewing, aging and finishing process listed above; remove and replace defective automatic devices which plug or screw in, the replacement of which requires no special skill or equipment, and deliver the same to the place designated by the Company to obtain a replacement or for repair; remove and replace gaskets on tank doors (manholes) and mash filters.

Prepare tanks for coating and coat tanks when done by the Company; maintenance painting; clean all surfaces in the area in which brewers work for painting.

Perform all minor, routine repairs and adjustments, i.e., those which do not require the knowledge or skill of a journeyman mechanic.

(a)(2) Bottlers

Employed as bottlers in bottling department, including all basements, platforms, storage and yards used in connection with bottling operations where bottlers are now employed or in those branches or distributors' operations where the Company may require the employment of a steady crew to perform bottlers' work, whose work shall consist of the following:

Unload cased bottles and cans, full or empty, from trucks or trailers when done by forklift; unload cased or uncased bottles and cans, full or empty, and bottle house supplies from all freight cars at or within two (2) blocks of the Company's premises; crate loose bottles in carload lots if the freight car is spotted at or within two (2) blocks of the Company premises, and operate all equipment used for such purposes; handle cased bottles or cans, full or empty, and bottle house supplies (excluding those used in repair or maintenance, or by other departments) after having been unloaded from a truck or trailer, and handle and store and warehouse all full and empty bottles, cans or other beer and malt beverage containers cased or not, empty cases or case making material, and bottle house supplies (excluding those used in the repair or maintenance, or by other departments) and operate all equipment used for such purposes; handle and store cleaning material, supplies, implements and machines used in cleaning the equipment on or with which bottlers work or the area in which

bottlers work or use, and operate all equipment used for such purposes.

Store and warehouse all packaged beer and malt beverages on premises under the control of the Company and operate all equipment used for such purposes.

Operate and use all equipment used in the packaging of beer and malt beverages for sale or distribution to consumers directly or indirectly and in the storage and warehousing of beer and malt beverages; grease, oil and clean all such equipment (except forklifts) and the areas in which bottlers work and operate any and all equipment used for such purposes; in the case of forklifts and electric dollies, gas, oil, grease, water, charge and change batteries (except when gassed otherwise on the premises).

Operate, use and clean (except forklifts) all equipment and clean all areas used in disposing of packaging process waste.

Handle all packaged beer and malt beverages and empties and all packaging process waste to the tailgate (or its equivalent) of all trucks and trailers and operate all equipment used for such purposes; load trucks and trailers with cased bottles or cans, full or empty when handled by forklift; load all freight cars with packaged beer and malt beverages or empties and packaging process waste and operate all equipment used for such purposes.

Take all samples of beer and malt beverages and caustic (excluding bacteriological, and with assistance of a bottler, such

samples taken under specially controlled conditions, and verification and recheck samples) taken by the Company in the packaging process and deliver the same to the laboratory or laboratories or technicians designated by the Company, unless such work is performed by employees of the Company under agreement with the Union.

Perform all running repairs, i.e., minor routine repairs and all routine adjustments (those which do not require the knowledge and skill of a journeyman mechanic) on equipment operated by bottlers, unless employees now performing such work are covered by or observe the terms of a current, written, signed collective bargaining agreement with another labor organization; repair pallets if repaired by the Company on the Company's premises; make up and repair cartons when made up or repaired by the Company, remove and replace all pasteurizer charts, tapes or other devices on which temperatures are automatically recorded, with another labor organization; remove and replace defective automatic devices which plug or screw in, the replacement of which requires no special skill or equipment, and deliver the same to the place designated by the Company to obtain a replacement or for repair

(a)(3) Performance of Bargaining Unit Work

No person excluded from this Agreement under Section 2(a)(1-2) hereof shall perform any work coming within the scope of this Agreement. Nothing in this Agreement shall be construed so as to

interfere with the right of the supervisors to look after the machinery or assist at short intervals; whenever an employee is lacking providing in such case an employee is promptly hired pursuant to Section 5 hereof; or to interfere with the right of the supervisors to instruct employees when such employees are observing the instructions being given. If a supervisor performs work in violation of this section, the Company shall pay into a fund $100.00. Monies paid into such fund shall be distributed periodically as agreed by the Company and the Local Union. In instances where a supervisor will instruct an employee for a period greater than two (2) hours, the Union Steward will be given notice in advance.

(a)(4) Scope of Section 2(a) through 2(a) (2)

The provisions of Section 2(a) through 2(a) (2) relate solely to the assignment of work to employees covered by this Agreement and do not relate to the manner in which any specific operation shall be performed or the equipment used in the performance of such operation but solely to classification of employees who shall perform the operation or operate the equipment. Such provisions shall not prevent the use by the Company of new or improved processes, equipment or plant facilities or from time to time changing processes, equipment or plant facilities or terminating such processes or terminating the use of such equipment or plant facilities.

(b) Provision Concerning Work Covered by the Agreement

Exhibit 5

No work covered by this Agreement will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Company to any plant of another employer or any other employer or self-employed person not covered by this Agreement except upon written agreement with the Union, provided however, the foregoing shall not apply with respect to gassing, changing tires, greasing and oiling, washing and polishing of trucks, trailers and tractors when performed on or off the premises of the Company by contract or otherwise by employees of an employer not covered by this Agreement so long as there is not, when performed on the premises of the Company, full time employment (i.e., a straight-time workweek) for one or more employees, nor shall the foregoing apply to between a brewery and a distributor, i.e., wholesale licensee or branch, nor shall the foregoing apply with respect to long line operations except those operations in which the equipment was operated by employees covered by this Agreement in March 1960. Members of Machinists and Electricians bargaining units may operate equipment normally operated by members of the Production employees bargaining unit during start-ups, following maintenance activities, changeovers, line dryouts, if the equipment is not operating properly, to cover for breaks, lunches, quality checks and for training purposes. The Company may assign to employees covered by this Agreement work that is ordinarily performed by members of other bargaining units.

Nothing contained herein shall prevent the use by the Company of new or improved processes, equipment or plant facilities, or prevent changing processes, equipment or plant facilities, or terminating processes or terminating the use of equipment or plant facilities, or affect transportation.

(c) Work Jurisdiction Disputes with Other Unions

The Union shall use its best efforts to resolve any dispute over work jurisdiction with any other labor organization.

SECTION 3. UNION SECURITY

(a) Membership

All employees while they are actively employed by the Company shall be required, as a condition of employment, to apply for and become members of, and to maintain membership in the Local Union with jurisdiction within thirty-one (31) days following the beginning of their employment or the date of this Agreement, whichever is the later. This clause shall be enforceable to the extent permitted by law.

An employee who fails to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership shall be discharged seven (7) days after receipt of notification in writing, registered mail, return receipt requested, to the Company by the secretary or business agent of the Local Union with jurisdiction, provided, however, that if payment of the arrearage is made within such seven (7) day period, then

such employee shall not be discharged. Provided, further, that if the Company shall have cause to believe that the discharge is for reason other than nonpayment of initiation fees or dues the Company shall notify the Local Union involved in writing registered mail, return receipt requested, within four (4) days after receipt of notice from the Local Union and such discharge shall be postponed pending arbitration of the issue.

The Local Union having jurisdiction will indemnify and save harmless the Company against any and all claims, demands, or suits that may arise out of the discharge of any employee under this section.

(b) Dues Deduction

The Company agrees to deduct from the pay of all employees covered by this Agreement the regular dues and initiation fees, and agrees to remit to the appropriate Local Union all such deductions, provided that the Union delivers to the Company a written authorization, signed by the employees, irrevocable for one year or expiration of this Agreement, whichever shall occur sooner. The Union shall certify to the Company in writing a list of its members working for the Company who have furnished to the Company such authorization, together with an itemized statement of regular dues and initiation fees to be deducted from the pay of such members. The Company shall deduct and remit to the appropriate Local Union in one lump sum the amount so certified with respect to each member

from the first pay check for the month, if any, of such member following the receipt of such certification of statement and remit the same to the Union within 14 days following such deduction.

(c) D.R.I.V.E. Check off

The Company agrees to deduct D.R.I.V.E. contributions from the pay of each employee who signs a written authorization therefor if in compliance with the state and federal law. Such deductions shall be made on a weekly basis from the pay of the employee. The Union shall deliver such written authorizations to the Company. The Union shall provide the Company at least thirty (30) days advance notice of the payroll period in which such deductions shall commence, together with a list of employees who have signed authorizations therefor, and the amount to be deducted from the weekly pay of each such employee. Written authorizations shall remain in effect until revoked by the employee in writing. Such notice of revocation shall become effective within thirty (30) days after such written notice was received by the Company. The Company shall deduct and remit to the D.R.I.V.E. National Headquarters in one payment the total amount deducted on a monthly basis. The Company shall not be responsible for errors made by the Union. In case any error or improper deduction is made by the Company, a proper adjustment will be made by the Union with the employee affected.

(d) Bulletin Boards

Exhibit 5

The Company will furnish Union bulletin boards at appropriate locations for the posting of notices of Union meetings and other official Union business. These bulletin boards shall be designated as Union Bulletin Boards. There will be a Union bulletin board in each department.

SECTION 4. SENIORITY

(a) Seniority, Classes of

With respect to brewers, bottlers, and checkers for the purposes of seniority only, there shall be two classes of employees, as follows:

Permanent employees

Temporary employees

(b) Permanent Employees Defined

A permanent employee is any employee other than a temporary employee who has successfully completed a probationary period of 180 calendar days.

(c) Temporary Employee Defined

Temporary employees may be employed under the following conditions:

1. The Company may employ temporary employees at any time during the calendar year; however, temporary employees will not be utilized for more than 26 weeks in any calendar year, with the exception that newly hired temporary employees may be scheduled for 2 weeks of training without counting against the

26 week limit. A week is defined as any Monday through Sunday during which a temporary employee is utilized.

2. Temporary employees will not accrue seniority under the Labor Agreement.
3. Temporary employees as a classification will not be eligible for group insurance, health benefits, vacations, holidays, leaves of absence, or any other fringe benefits, except pension contributions required by this agreement and bereavement leave for death of spouse, child or parent during a week that the person is scheduled to work.
4. Effective June 11, 2018 temporary employees will be paid at a rate of $16.00 per hour. Effective June 10, 2019 temporary employees will be paid at a rate of $17.00 per hour. Effective June 8, 2020 temporary employees will be paid at a rate of 18.00 per hour. Daily overtime over 8 hours and weekend overtime in excess of 40 hours in a work week will be paid in the same manner as for regular employees. Temporary employees are not subject to any guaranteed length of workweek.
5. Temporary employees are subject to retention or dismissal at the sole discretion of the Company.
6. Temporary employees in Brewing will be assigned to second and third shift however temporary employees may be assigned to the first shift for the purpose of training. Temporary employees on the keg line may be assigned on any shift. Packaging and

Customer Service may have a maximum of one third (1/3) of the total temporary employees assigned in each department to the first shift, however, the company will work with the union to schedule permanent employees on day shift where operational conditions permit.

7. Temporary employees may be assigned on a daily basis to any shift on a call in basis.

8. Temporary employees will be permitted to work overtime provided they are capable and qualified to perform available work. Temporary employees shall not work overtime until all employees in the department who are capable and qualified on the shift have been offered the overtime assignment and shall be forced to work overtime prior to regular employees in the department on the shift.

9. Temporary employees will be terminated by the Company before regular employees are laid off. The Company shall not schedule temporary employees for work while regular employees with recall rights are on layoff and are immediately available to perform such work.

10. Temporary employees shall be subject to the provisions of Section 3(a), (b), and (c) of the Labor Agreement. Temporary employees would be required to maintain membership in the local union following the completion of 31 days worked.

Exhibit 5

11. Temporary employee candidates will be sourced in accordance with the provisions of Section 5(a) of this labor agreement.

(d) Employer's Right to Control Number of Employees

The Company has the right to increase or reduce the number of employees at any time subject to the provisions of this Agreement. However, the use of temporary employees is not to be construed as a replacement of permanent employees.

SECTION 5. HIRING

(a) Securing of Employees

In the event the hiring of employees is required, the Company will contact the Union for referrals. The Company may also solicit candidates from any source, and retains the final decision making in hiring. Temporary employees who have worked for the company will be given first consideration, but the Company retains the right to hire from anywhere, and first consideration does not guarantee that any or all open positions will be filled by a temporary employee. Union Stewards or their designee will be made whole as a result of participating in the sourcing process with the Company. Union Stewards or their designee will also be a part of the interview process and will provide input regarding the candidates.

(b) Hiring for Part Time Work

(1) If the Company requests employees (except bottlers for work for less than thirty-seven and one-half [37-1/2] straight-time

hours) the Local Union shall dispatch those employees readily available for dispatch and the Company may hire for such work any unemployed, permanent, temporary employee, new employee or applicant for employment, without regard to seniority and such employee shall establish no seniority rights by reason of such employment for such work.

(2) If the Company requests bottlers for work for less than thirty (30) straight-time hours in a calendar week, the Local Union shall dispatch bottlers who are registered for employment in the order of their experience in the industry and when the list of such persons is exhausted, in the order of their registration.

(c) Notice of Layoff, Referrals and Hiring

This subsection shall apply only to a Company when it has five (5) or more persons performing work covered by this Agreement. The Company will notify the employment office of the Local Union with jurisdiction by 12:00 noon Thursday of each week of the names of brewers and bottlers to be laid off at the end of the workweek, and the number of such employees to be hired at the start of the workweek next following.

SECTION 6. TIME OFF FOR UNION BUSINESS/COURT APPEARANCE

(a) To be Nondiscriminatory: Time Off for Union Matters

No employee shall be discriminated against for activity in or on behalf of the Union, but shall not be exempted from discipline that is not discriminatory.

(b) Compensation for Time Required to Testify in Court Proceeding

An employee who is called to testify in a court proceeding during his regular working hours on behalf of or in the interest of the Company for whom he is working at the time he is called shall suffer no loss in straight-time pay for the time he is required to be absent from work. Employees required to be absent from work to testify shall be compensated at the straight-time day shift rate, not to exceed seven and one-half (7-1/2) hours straight-time pay for the time they are required to be and are present at such court proceeding.

SECTION 7. EXCUSED ABSENCES

(a) Sickness

Sickness shall be no cause for discharge and any employee who shall cease work because of sickness, provided that such sickness does not last longer than twelve (12) months and further provided that said employee is capable of performing his usual duties, shall upon recovery be entitled to and receive his former position.

(b) Job Accident Injuries

Injuries received through accident in performance of duties shall be no cause for discharge and any employee injured through accident shall be entitled to receive his former position upon recovery from said accident, irrespective of the period of time which may elapse between injury and recovery, provided that said employee is capable of performing his usual duties.

Whenever an employee is unable to complete his day's work because of injury or sickness arising out of his employment, he is to receive full scheduled pay for that day. Whenever an employee has to have medical attention during his regular working hours because of an injury arising out of his employment, the employee shall not suffer any loss of pay for the regular day's work.

Should an employee receive an injury arising out of his/her employment and a doctor or a nurse indicates that the employee cannot return to work that day, the Company shall provide transportation for the employee to his/her residence, if the employee so desires.

(c) Military Leave

Any permanent employee, other than a temporary employee, new or extra employee leaving his position as an inductee of the Armed Land and Naval Forces of the United States under the provisions of the Selective Training Service Act of 1940, upon completion of his period of training under Section 3(b) of that Act, or that period of enlistment, be restored to his former position, according to seniority held at the time of induction, provided, that he is capable of performing the duties of such position and has reported for work within 90 days following his discharge from such service. Upon the reinstatement of any such person to his position, the Company shall be permitted to lay off such employee as such returned serviceman shall displace. An employee who has completed

his probationary period and who is given a leave of absence for reserve duty or training shall be reimbursed an amount equal to the difference between his military pay and his straight-time wages including shift differential, if any, for the period of such absence, not to exceed four (4) calendar weeks in a calendar year and provided he would otherwise have been working. The Company shall pay the Health and Welfare and Pension Fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed four (4) calendar weeks in a calendar year if such absence affects his credits or coverage for Health and Welfare and/or Pension and he would otherwise have been working.

In the event other or different legislation on this subject is adopted, the parties will meet and discuss the same.

A permanent employee returning to work after military service in accordance with the above paragraphs for the same Company for whom he worked prior to his entering military service shall have the time in military service counted for the purpose of determining the length of vacation, and the time he earned toward a vacation prior to his entering military service shall be counted for the purpose of determining eligibility for the vacation which the employee will be entitled to receive from the Company and Industry when he otherwise becomes eligible to receive his next vacation,

Exhibit 5

provided, however, that the time to be counted for the purpose of determining the length of vacation shall not exceed two (2) years.

Employees serving in the Armed Forces of the United States of America shall also be afforded such rights as are provided under the Uniform Services Employment and Reemployment Rights (USERRA).

(d) Leaves of Absence

A leave of absence may be granted for personal reasons not to exceed ninety (90) days to employees having one (1) year or more of service with the Company, upon application and approval by the Company and the Local Union. Seniority shall not be broken because of, but shall not accumulate during, such period of leave. Any employee who works for another employer or engages in business for himself, other than personal business during such leave, automatically vacates such leave of absence and will be adjudged to have terminated his employment.

(e) Leave for Union Work

An employee shall be permitted to take such time as may be necessary to engage in work for the Local Union; provided, however, that such employees shall be paid no compensation whatsoever by the Company for the time devoted to the performance of said duties or any of them.

A full-time officer or employee of the Joint Board or any constituent Local Union shall maintain his position on the seniority list of the Company and his status in the Industry and

upon ceasing such full-time employment may exercise such rights provided he acts within ninety (90) days of the termination of such full-time office or employment.

An employee who is absent for Union business and who returns to employment under this Agreement shall have his Health and Welfare eligibility reinstated as of the day he returns to work.

(f) Leaves for Maternity

Maternity leave shall be governed by applicable law.

(g) Worker's Compensation Benefits

An employee who is receiving Worker's Compensation Benefits because of an illness or injury incurred in the employ of the Company, shall receive each week the difference between what he receives as Worker's Compensation Benefits and $200.00, if any. The Company may require an employee to present his Worker's Compensation checks to the Company to verify the amount received.

(h) Funeral Leave

In the event of a death in a regular employee's immediate family (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, half-brother, half-sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandchildren, grandparents and spouse's grandparents) the employee shall be given three (3) days of leave, and he shall be paid his regular straight time rate for such leave provided that the employee attends the funeral.

This provision shall be applicable only to an employee who is scheduled to work at the time of and immediately following the death; provided however, that Saturdays, Sundays and holidays, shall not be included as part of the leave. Such leave if taken, must be taken at the time of death. Notice of intended leave must be given to the Company as much in advance of the commencement of the leave as is possible.

(i) Jury Duty

Whenever an employee is required to serve on a jury for a federal, state, county, or city court on a day the employee would otherwise have been working, the employee shall be paid the difference between the straight-time day shift rate and jury duty pay for each day of such service up to a maximum of fifteen (15) days in a calendar year. This provision shall apply for one jury duty assignment per calendar year.

(j) Sick Leave Pay

Employees other than temporary employees who has completed his probationary period shall be entitled to paid sick leave as follows:

For each calendar year: Five (5) days.

Notwithstanding the above, employees shall not be entitled to paid sick leave unless the employee has worked at least 450 hours in the prior calendar year.

The Employer may require a doctor's certificate or other evidence acceptable to the Employer. In the event an employee does not use the specified days for each year or any portion thereof, the employee will be paid for the days not taken at the end of the year, or upon his retirement or death.

Employees with an approved intermittent FMLA will have days utilized as FMLA charged as sick days, until the 5 sick days have been utilized. Temporary employees will be granted paid sick leave in accordance with company policy and state law.

SECTION 8 - HEALTH AND WELFARE AND PENSIONS

A. HEALTH & WELFARE CONRIBUTIONS

Upon Ratification, the Company shall make contributions on behalf of an eligible employee hereunder to the Teamsters' Health and Welfare Plans (Plan E) and Joint Council of Teamsters #42 (the Fund). The monthly amount contributed will be $1855.70.

1. Effective October 1, 2018 the Company will contribute 85% of the cost of plan E, but no more than $2001.50 per month (85% of $2354.71) and effective October 1, 2019 the Company will contribute 85% of the cost of plan E, but no more than $2081.56 per month (85% of $2448.89) and effective October 1, 2020 the company will contribute 85% of the cost of plan E, but no more than $2164.82 per month (85% of $2546.85). Employees will be responsible

for paying, on a weekly basis, any amount charged above these levels.

2. A contribution shall be made on behalf of an employee who had 75 hours worked or paid for in the industry in the month proceeding the month in which the contribution is made. The Company will maintain the necessary records to determine such eligibility.

3. The Union will make all efforts to encourage use of preferred providers and HMO's to contain health care costs.

B. HEALTH AND WELFARE CONTRIBUTIONS DURING ABSENCE BECAUSE OF ILLNESS

1. In the event an employee who would otherwise be working is unable to do so because of illness, and as a result does not qualify to have a contribution to the above plans made on their behalf, the Company shall make a contribution on the employee's behalf for that month and provided that only one such payment shall be made for this reason during a calendar year. The Company may require a doctor's certificate. If an employee is receiving Worker's Compensation benefits for an injury incurred in the employ of the Company, the Company shall make health and welfare contributions on behalf of the employee during the period of absence for a period not to

exceed twelve (12) months, provided that the employee has completed their probationary period.

2. Employees eligible for coverage who are not receiving a paycheck are responsible for any required employee contributions that cannot be collected through payroll deduction. These contributions will either be accumulated and deducted from the employee's pay when resumed, or the employee can remit their monthly contribution to the Company.

C. HEALTH & WELFARE ADMINISTRATION

The Plant Agreement and related Company Union jointly administered Health and Welfare Trust will be modified and/or administered so as to permit the Company without reduction of benefits to:

1. at its discretion, determine the source of coverage;
2. at its discretion, impose cost containment measures which do not lessen the actual benefits available; and
3. at its discretion, offer alternative forms of health care coverage (e.g., health maintenance organizations, preferred provider organizations).

D. WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

Effective June 11, 2018 the Company shall pay four dollars and sixty cents ($4.60) for each hour worked or paid for into the Western Conference of Teamsters Pension Trust Fund. Effective June 10, 2019 such contribution shall be four dollars and

Exhibit 5

sixty-five cents ($4.65). Effective June 8, 2020 such contribution shall be four dollars and seventy cents ($4.70).

The above pension contributions include PEER contributions in accordance with the Memorandum of Agreement dated February, 1996. Also, PEER contributions are not taken into consideration for benefit accrual purposes under the plan.

The contributions per hour to the WCPTF shall be increased by 16.5% of the basic contribution rate to provide for the Program for Enhanced Early Retirement ('PEER"), rounded to the nearest penny. Thus, effective June 11, 2018, the Company's PEER contribution shall be seventy-six cents ($4.60 x 16.5% = $0.76) per hour, bringing the total contribution to $5.36. Effective June 10, 2019, the Company's PEER contribution shall be seventy-seven cents ($4.65 x 16.5% = $0.77) per hour, bringing the total contribution to $5.42. Effective June 8, 2020 the Company's PEER contribution shall be seventy-eight cents ($4.70 x 16.5% = $0.78) per hour, bringing the total contribution to $5.48.

Contributions for PEER will be incorporated as part of the pension benefits in all future agreements in which the Company is obligated to make basic contributions to the WCPTF.

Exhibit 5

The additional hourly contribution rate for PEER must at all times be 16.5%, rounded to the nearest penny, of the basic contribution rate and cannot be decreased or discontinued at any time. Similarly, absent the Company's express, written consent, the Company shall not be required to increase its PEER hourly contribution above 16.5% of the basic contribution rate; except that the hourly PEER contribution may be increased above 16.5% to provide an improved PEER.

In the event the Trustees determine that the contribution rate to provide PEER (or an improved PEER) must be increased, the hourly rate set forth in Schedule A shall be reduced by the amount of the increase in PEER contributions above those stated above.

The parties hereto and the Company and each employee covered hereby shall be bound by the terms and conditions of the Trust Agreement with any amendments thereto creating the Western Conference of Teamsters Pension Trust Fund, which said Trust Agreement is by this reference incorporated herein. In the case of conflict between any provision of this Agreement and said Trust Agreement incorporated by reference the provisions of said incorporated Agreement shall be controlling; Provided, however, that in the event said incorporated Agreement is amended or interpreted to require contributions at a rate which exceeds the contribution rates set forth herein, the

Exhibit 5

hourly wage rate set forth in Schedule A shall be reduced by the amount of such increased contributions. The provision with respect to physical examinations as contained in the Pension agreements of the California Brewers Brewery Workers I.B.T.C.W. and H. of A. Pension Plan will remain in full force and effect.

E. PENSION TRUST CONTRIBUTIONS DURING ILLNESS OR DISABILITY

The Company shall make the Pension Trust contributions on behalf of an employee who is receiving State Disability Insurance or who is absent three (3) consecutive days for sickness and who would otherwise be working for a period not to exceed four (4) weeks in a calendar year. The Company may require a doctor's certificate. If an employee is receiving Workers' Compensation Benefits for an injury incurred in the employ of the Company, the Company shall make Pension Trust Contributions on behalf of the employee during the period of their absence and when they would otherwise be working for a period not to exceed twelve (12) months.

F. PENSION PLAN – PROBATIONARY EMPLOYEES

For probationary employees hired on or after June 15, 2015 the Company shall pay an hourly contribution rate of ten cents ($0.10) (including PEER/80) during the probationary period as defined in Section 8 F, but in no case for a period longer

than the first ninety (90) calendar days from the initial date of hire. Contributions shall be made on the basis set forth in Section 8 D of this Agreement. After expiration of the probationary period as defined in Section 8 F, but in no event longer than the first 90 calendar days from the initial date of hire, the contribution shall be increased to the full contractual rate.

G. CONSOLIDATED RETIREMENT AND THRIFT SAVINGS PLAN

Employees covered by this Agreement shall be eligible to participate in the MillerCoors llc Consolidated Retirement and Thrift Savings Plan (the "CRTSP" or "Plan") on the first day of the month coincident with or following completion of 90 days of continuous full-time employment.

Each employee may voluntarily contribute a percentage of pay to the CRTSP. Effective January 1, 2015 the CRTSP allowed Roth 401(k) ("Roth") contributions. Each employee may voluntarily elect to contribute on i) a traditional before-tax basis up to 75% of pay; ii) a Roth 401(k) after-tax basis up to 55% of pay; or iii) on a combination of before-tax and Roth 401(k) after-tax basis up to 55% of pay. The total amount elected may not exceed any amounts set by law, or necessary to meet any mandatory deductions. Employees will be able to make catch-up contributions as allowed for by the Economic Growth and Tax Relief Reconciliation Act of 2001.

Exhibit 5

Effective January 1, 2016, each newly hired employee is automatically enrolled in the CRTSP at a pre-tax contribution rate of 4% with contributions invested in the Plan's default investment option; each newly hired employee will have the ability to change their contribution rate to 0% or any other percentage as outlined above and/or change their investment option(s) before the automatic enrollment takes effect. Loans will be made available through the CRTSP. Participants may have one General Purpose and one Home Purchase loan outstanding at any given time. Plan participants will be responsible for any loan set up and administration fees. Charges rendered by the Plan's record keeper resulting from the implementation of a Qualified Domestic Relations Order (QDRO) are the responsibility of the participant and/or the participant's Alternate Payee.

The CRTSP Plan document shall be the controlling document and shall set forth the Plan terms relative to eligibility, participation, benefits, financing, and administration as required by the Employee Retirement Income Security Act (ERISA) and shall be subject to the requirements of the Internal Revenue Code for tax qualified retirement plans, including particularly Internal Revenue Code Section 401(K).

SECTION 9. HEALTH AND SAFETY

(a) Company Pledged to Health and Safety

The Company is pledged to quality and production with safety, and it will take precautions to secure the health and safety of all employees and abide by the state and federal safety and health standards, acts and laws.

(b) Protective Clothing

While employees are engaged in the type of work listed below, protective clothing shall be furnished as stated or its equivalent.

Brewers engaged in coating tanks: suitable clothing and gloves for such work.

Brewers engaged in cleaning walls and hot wort tanks: rubber suits.

Brewers engaged in cellar tank cleaning: rubber suits and protective shoes.

Employees handling caustic, acid, and brine: rubber gloves and boots.

Employees engaged in cleaning, oiling and greasing equipment: protective clothing.

In the case of forklifts: protective clothing against acid available if needed.

Employees engaged in the handling of wooden pallets and kegs: protective footwear.

Such clothing shall be issued to employees daily as their assignments require and otherwise remain in custody of the Company.

(c) Boots for Brewers

Exhibit 5

Brewers shall be provided with boots in accordance with the Company's practice.

(d) Change from Hot to Cold or Vice Versa

When an employee is going from a hot temperature job to a cold temperature job, they shall be allowed fifteen (15) minutes (outside of their rest time or lunch period) in order to adjust to the environmental temperature change. This does not apply to times when the routine performance of a job requires short term entries into a hot or cold temperature.

(e) First Aid Cabinets

The Company shall provide first-aid cabinets at various locations throughout the facility. The Company shall also provide a first aid room in the facility.

(f) Minimization of Fumes

The Company agrees to make every effort to minimize a concentration of gasoline, oil, or any fumes.

(g) Safety Education

The Company agrees to maintain a continuing program of safety education to develop a safety awareness among its employees.

(h) Safety Committee

The Union may appoint three (3) employees to serve as a Safety Committee. Their names shall be certified to the Manager of Industrial Relations or other person in such position in writing. This Committee shall meet with a management representative each

month for the purpose of discussing safety problems in the Company's plant. An employee shall be compensated for time lost from his regular shift to attend the scheduled monthly meetings of the Committee. The Committee shall have the power to make recommendations to the Company, and the Company shall consider and respond to the recommendations. An employee shall have the right and it shall be his responsibility to report to his foreman any unsafe conditions, practices or violations of the Company's safety regulations.

(i) Lunchrooms and Dressing Facilities

The Company shall furnish and maintain lunchrooms, adequate and clean dressing rooms with lockers, washstands, toilets, and showers. Employees recognize their responsibility to assist in maintaining these facilities.

(j) Unsafe Working Conditions/Situations

Should an employee on work assignment, identify, while on that work assignment, a condition or situation which the employee believes to be unsafe, the employee shall have the right to have a steward and a Company representative investigate and, if possible, correct the condition or situation. If the steward and the Company representative are unable to agree that the condition or situation is unsafe, then the employee shall be required to continue the work assignment but the matter will be referred to the joint Company/Union Safety Committee for resolution. Failing resolution

through the Safety Committee, the employee shall have the right to have the matter determined through the grievance/arbitration procedure.

(k) Follow-up Medical Visits

An employee who is injured on the job shall not normally be released during work hours to follow-up or continue medical treatments subsequent to the day of the injury.

SECTION 10. FREE BEER

(a) Possession or Consumption of Alcoholic Beverages

The possession (except as required in the performance of job duties) or consumption of alcoholic beverages on the Company's premises is prohibited, except as specifically authorized by the Resident Manager. The disciplinary measure which will be utilized for any infraction of this subsection shall be immediate termination of employment.

(b) Gratis Beer

The Company agrees that each employee will be entitled to receive three (3) free cases of beer per month for home consumption. In addition, employees will be given the right to purchase beer for private consumption in accordance with the regulations established by the Company for the control of such beer sales for private consumption.

It is understood that employee beer privileges may be suspended for a reasonable period if an employee violates the Irwindale Brewery Drug and Alcohol Policy.

(c) Tax or Deposit on Beer

Should any statute, regulation, ordinance or other binding directive from a governmental agency hereafter impose or require any charge, deposit, tax, or other payment of money on beer purchased or received by an employee pursuant to this Article, the payment of such money shall be the responsibility of the employee receiving the gratis or purchased beer and shall be a condition to the receipt of such beer by the employee.

SECTION 11. OVERTIME PAY

(a) Daily Overtime

All work done in addition to the regular workday of eight hours consecutive elapsed hours, during which employees shall have a meal period of one-half hour on the Employer's time which shall be considered and paid for as overtime. Overtime must be paid for and shall not be taken out or balanced by lay-off. The overtime rate shall be equal to one and one-half (1-1/2) times the regular hourly rate, which shall be the weekly rate divided by thirty-seven and one-half (37-1/2).

The overtime units established for the purpose of dividing overtime shall be as follows:

Department	Business Unit
Packaging	Cans: C1, C2, C15/B5
	Bottles: B4/B6, B7/Keg
Customer Service	Materials, Distribution, Stores, Palletizers

Overtime will be assigned as follows:

Packaging:

1) Volunteers within Business Unit

2) Qualified volunteers within department

3) Qualified volunteers from Customer Service Department

4) Force within business Unit

Customer Service:

1) Volunteers within the Business Unit

2) Qualified Volunteers from Packaging

3) Force within the Business Unit

Volunteers must be qualified to be selected for overtime work.

Employees will not be charged for the first five (5) hours of daily overtime.

The Company shall retain the right to modify, define or restructure the business units based on changing business needs within the terms of the contract.

The Company shall have the right to determine the number of employees to work overtime and overtime shall be divided among the employees as equally as possible within Business Units.

Overtime assignments which are not filled pursuant to #1 above, will be offered to permanent and then probationary and then temporary employees of MillerCoors who are not on the work schedule in the week in which the overtime is solicited, who have indicated their interest in working such overtime by 11:00 a.m. on Wednesday.

Weekend and holiday overtime work will first be offered on a low hours to work, seniority for shift basis to permanent, probationary and then temporary employees who are on the schedule when the overtime is solicited. The cut off hours will determine who works (lowest hours), but (seniority) will determine which shift each employee is assigned to. Having lowest hours does not guarantee overtime work if an employee has limited his availability by selecting a preferred shift.

Nothing in the sections above will preclude the Company from assigning overtime to employees from other Business Units in order to meet staffing requirements.

An employee will not be required to work overtime on a weekend or holiday preceding a vacation period.

Brewers' overtime practices, including the required overtime practices, which are not inconsistent with the above, shall continue to be followed.

Employees may be required to work overtime of one (1) hour or less for communication purposes as scheduled by the Company, regardless of their position on the overtime roster. Attendance at communication meetings may be excused provided the employee submits an excuse acceptable to the Company.

(b) Overtime Definition

The parties hereto intend and declare that the straight time rates (including the shift differential specifically designated as such herein) be the regular rates of pay of the employees working hereunder. All work on Saturdays, Sundays and holidays in excess of forty (40) hours per workweek and all work in excess of seven and one-half (7-1/2) straight time hours in any day is overtime.

(c) Saturday Overtime and Call In

All overtime and Saturday work in excess of forty (40) hours per workweek shall be paid for at a rate of time and one-half, it being understood that a workday or shift starting on a straight pay basis shall be completed as such. No employee covered hereby may be called in for less than seven and one-half (7-1/2) hours on Saturday, except employees called in for attemperation work.

(d) Sunday Overtime and Call In

All work performed on Sundays in excess of forty (40) hours per workweek shall be paid for at the rate of double time. No employee covered hereby may be called in for less than seven and

one-half (7-1/2) hours on such days, except employees called in for attemperation work.

(e) No Pyramiding

There shall be no pyramiding of wage rates or overtime; thus, all overtime compensation required by law and paid shall be credited against overtime compensation provided for hereunder and only the excess, if any, shall be an obligation created by this contract. Holiday overtime pay shall not be pyramided on regular pay; where several wage rates are applicable, the highest rate, and it alone, shall be paid.

(f) Overtime Prior to Regular Starting Time

An employee who works overtime prior to his regular starting time shall not as a result thereof be laid off for part of the following seven and one-half (7-1/2) hour shift. An employee who works overtime prior to his regular starting time will be paid at one and one-half times the regular rate, except pre-shift work on Sunday which will be paid at the double time rate, for the time worked prior to his regular starting time. An employee who is scheduled to work on a holiday will be paid triple time for overtime worked prior to his regular starting time.

(g) Notice of Overtime

Except where overtime work results from breakdown or similar emergency, an employee will not be required to work overtime beyond their shift unless notice is given on or before the meal period of

the shift. After completing their scheduled shift, an employee shall not be required to work more than four and one-half (4.5) hours of overtime (excluding pre-shift meeting), provided that a qualified employee is immediately available to perform the required work. After shift overtime will be first offered to the employees per section 11 (a) of the contract per business unit. If there are an insufficient number of qualified volunteers for after shift overtime, and no qualified employees or laid –off employees are available, a qualified employee with lowest seniority in the business unit shall be required to work. No employee shall be forced to work more than one (1) after shift opportunity per week. Once an employee has been forced to work one (1) after shift in one week, the next lowest senior and qualified employee in the unit will be required to work.

In situations where overtime work results from absenteeism and no qualified volunteers or qualified laid-off employees are available, a qualified employee with lowest seniority in the business unit shall be required to work. Should an employee be called in, it will be necessary for a qualified employee on shift to cover the job until relieved.

(h) Time Off During Overtime

When two hours or more of overtime is scheduled, an employee who has been working during the immediately preceding straight time hours shall be allowed a meal period of twenty minutes on the

Company's time at the overtime rate. The time for taking the meal period shall be scheduled by the Company at or about the end of the first hour of overtime.

(i) No Pay for Days Not Worked

The minimum weekly wages specified hereinafter are for a full week's work as herein provided and it is definitely understood that on days on which no work is performed for any reason, otherwise than on holidays herein specified, an employee shall receive no compensation.

(j) Time Clocks

The Company shall have a mechanical time recording device, which need not be a time clock, for recording time worked by employees.

(k) Commencement of Shift on Call In

Any employee who is called in as a replacement for a sick, injured or absent employee, shall have a seven and one-half (7-1/2) hour shift commencing when the employee clocks in on the shift on which he was requested to report.

(l) Break Between Shifts

The Company at their option may schedule not more than a half-hour break between the end of his first shift and the beginning of the second shift and between the second shift and the beginning of the third shift and a break of not more than one and one-half (1-1/2) hours between the end of the third shift and the

beginning of the first shift. Any change shall be announced to the employees before their meal period on Friday of the week preceding the change.

(m) Overtime Equalization

Overtime work shall be divided equally within each applicable Business Unit.

If an employee refuses overtime work, they shall be charged with such overtime as though they had worked it; provided however, that when overtime beyond the end of the regular shift is required, the employee shall be notified not later than the beginning of their lunch period. If the employee is not so notified they may refuse to work the overtime without being charged. If the overtime work is required because of a breakdown the notice of required overtime need not be given by the beginning of the lunch period as hereinabove provided, but shall be given as soon as the Company has knowledge that the overtime will be required. Employees refusing such overtime will be charged on the overtime list as though they had worked.

The Company shall maintain an up-to-date overtime record for each Business Unit which shall be posted on the respective departmental bulletin boards. By Wednesday, the amount of overtime worked, plus the overtime charged in the prior week but not worked by each employee, shall be entered after their name on that record.

Overtime shall be equalized on a quarterly (three-month) basis within each Business Unit and will be zeroed out accordingly.

(n) Overtime Payments

Overtime shall be paid in increments of six minutes and employees shall work as instructed.

(o) Posting of Overtime Work for Weekend

The Company agrees to post overtime work to be worked over the weekend by no later than 12:00 noon on Thursday, except in case of emergency.

The Company shall be obligated to pay the posted overtime to an employee if the Company does not notify the employee by his lunch period on Friday that the overtime work has been cancelled.

In cases of emergency, the Company may schedule overtime work up to 12:00 noon on Friday. Failure by the Company to post emergency overtime work by 12:00 noon on Friday shall not obligate an employee to perform the posted overtime.

An emergency shall be defined as a breakdown, power failure, or an act of God. Any dispute concerning the application of emergency may be submitted to the grievance procedure.

SECTION 12. HOLIDAYS

(a) Holidays observed - The following shall be considered legal holidays:

2018
6. INDEPENDENCE DAY WED, JULY 4, 2018
7. LABOR DAY MON, SEPT. 3, 2018
8. COLUMBUS DAY MON, OCT. 8, 2018

9. VETERAN'S DAY MON, NOV. 12, 2018
10. THANKSGIVING DAY THUR, NOV. 22, 2018
11. DAY AFTER THANKSGIVING FRI, NOV. 23, 2018
12. CHRISTMAS EVE MON, DEC. 24, 2018
13. CHRISTMAS DAY TUE, DEC. 25, 2018
14. NEW YEAR'S EVE MON, DEC. 31, 2018

2019
1. NEW YEAR'S DAY TUE, JAN, 1, 2019
2. MARTIN LUTHER KING MON, JAN, 21, 2019
3. PRESIDENTS' DAY MON, FEB. 18, 2019
4. GOOD FRIDAY FRI, APR 19, 2019
5. MEMORIAL DAY MON, MAY 27, 2019
6. INDEPENDENCE DAY THU, JULY 4, 2019
7. LABOR DAY MON, SEPT. 2, 2019
8. COLUMBUS DAY MON, OCT. 14, 2019
9. VETERAN'S DAY MON, NOV. 11, 2019
10. THANKSGIVING DAY THUR, NOV. 28, 2019
11. DAY AFTER THANKSGIVING FRI, NOV. 29, 2019
12. CHRISTMAS EVE TUE, DEC. 24, 2019
13. CHRISTMAS DAY WED, DEC. 25, 2019
14. NEW YEAR'S EVE TUE, DEC. 31, 2019

2020
1. NEW YEAR'S DAY WED, JAN, 1, 2020
2. MARTIN LUTHER KING MON, JAN, 20, 2020
3. PRESIDENTS' DAY MON, FEB. 17, 2020
4. GOOD FRIDAY FRI, APR. 10, 2020
5. MEMORIAL DAY MON, MAY 25, 2020
6. INDEPENDENCE DAY FRI, JULY 3, 2020
7. LABOR DAY MON, SEPT. 7, 2020
8. COLUMBUS DAY MON, OCT. 12, 2020
9. VETERAN'S DAY MON, NOV. 9, 2020
10. THANKSGIVING DAY THUR, NOV. 26, 2020
11. DAY AFTER THANKSGIVING FRI, NOV. 27, 2020
12. CHRISTMAS EVE THUR, DEC. 24, 2020
13. CHRISTMAS DAY FRI, DEC. 25, 2020
14. NEW YEAR'S EVE THUR, DEC. 31, 2020

2021
1. NEW YEAR'S DAY FRI, JAN, 1, 2021
2. MARTIN LUTHER KING MON, JAN, 18, 2021
3. PRESIDENTS' DAY MON, FEB. 15, 2021
4. GOOD FRIDAY FRI, APR. 2, 2021
5. MEMORIAL DAY MON, MAY 31, 2021

Contract ends prior to Independence Day 2021

(b) Compensation for Holidays

An employee qualifying for holiday pay shall suffer no deduction of pay as a result of not working on these holidays and if any holiday mentioned above should fall on a Saturday, shall receive holiday pay therefore equal to seven and one-half (7-1/2) straight time hours. If any employee is required to work on any of the above holidays, the employee shall be compensated at the rate of triple time (which includes holiday pay) for the hours worked on such holiday and for consecutive hours worked on the day following the holiday if held over provided the employee has worked 32 hours in weeks with one holiday and 24 hours in weeks with two holidays. No employee covered hereby may be called in for less than seven and one-half (7-1/2) hours on a holiday except employees called in for attemperation.

(c) Work Qualification for Holiday Pay

To be eligible for holiday pay, an employee must work his full scheduled shift on the day before the holiday and his full scheduled shift on the day after the holiday. Approved absence on either of these days shall not disqualify an employee for holiday pay.

Employees who are no more than one (1) hour late on either the day before, the day of, or the day after the holiday shall nonetheless be eligible for holiday pay if the missed work time is due to an unforeseen but verifiable reason and approved by the human resource department and the employee offers to make up any missed work at the end of his scheduled shift.

A permanent employee who is laid off within fifteen (15) days prior to a holiday, or who is on disability no more than fifteen (15) days prior to a holiday, or who is recalled or returns from disability within fifteen (15) days after a holiday shall receive seven and one-half (7-1/2) hours holiday pay for that holiday.

(d) Holidays During Vacation

If any holiday enumerated in the first paragraph of this section should fall within an employee's vacation period, said employee shall receive an extra day's vacation or an extra day's pay in lieu thereof at the discretion of the Company.

SECTION 13. VACATIONS

(a) One Week's Vacation Qualification

All employees, upon the completion of forty-five (45) weeks of employment for the same Company within a twelve (12) month consecutive period, shall be entitled to one (1) weeks' vacation with full pay. Any employee who has not qualified for a vacation period within a period of twelve (12) consecutive months may qualify within a period of twenty-four (24) consecutive months. When earning a first vacation, after the completion of forty-five (45) weeks of work within fifty-two (52) or more weeks within two successive calendar years, an employee will receive on the following January 1: (a) one week's vacation; and (b) pro rata of the number of weeks worked after such fifty-two (52) or more weeks

and before the following January 1st (but not to exceed 45) divided by 45 times one week's vacation.

(b) Two Weeks' Vacation Qualification

When an employee has become entitled to his second vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a two (2) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

(c) Three Weeks' Vacation Qualification

When an employee has become entitled to his third (3rd) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter while such seniority continues unbroken be entitled to a three (3) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

(d) Four Weeks' Vacation Qualification

The following vacation qualification provision applies to employees hired prior to January 1, 2010:

When an employee has become entitled to their fifth (5th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a four (4) weeks' vacation with pay at the end of each

forty-five (45) weeks' work within any consecutive twenty-four (24) months.

The following vacation qualification provision applies to employees hired after January 1, 2010:

When an employee has become entitled to their ninth (9th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a four (4) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

(e) Five Weeks' Vacation Qualification

The following vacation qualification provision applies to employees hired prior to January 1, 2010:

When an employee has become entitled to their eighth (8th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a five (5) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

The following vacation qualification provision applies to employees hired after January 1, 2010:

When an employee has become entitled to their fifteenth (15^{th}) vacation with the Company while continuing to have unbroken

seniority with the Company subject to subsection (k) hereof, the employee shall thereupon and thereafter be entitled while such seniority continues unbroken, to a five (5) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

(f) Six Weeks' Vacation Qualification

The following vacation qualification provision applies to employees hired prior to January 1, 2010:

When an employee has become entitled to their tenth (10th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a six (6) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

All employees hired after January 1, 2004 shall receive a maximum of six (6) weeks of vacation in accordance with the schedule set forth in this agreement.

The following vacation qualification provision applies to employees hired after January 1, 2010:

When an employee has become entitled to their twenty-fourth (24th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a six (6) weeks' vacation with pay at the

end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

(g) Seven Weeks' Vacation Qualification

The following vacation qualification provision applies to employees hired prior to January 1, 2004:

When an employee has become entitled to his fifteenth (15th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to a seven (7) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

All employees hired after January 1, 2004 shall receive a maximum of six (6) weeks of vacation in accordance with the schedule set forth in this agreement.

(h) Eight Weeks' Vacation Qualification

The following vacation qualification provision applies to employees hired prior to January 1, 2004:

When an employee has become entitled to his twentieth (20th) vacation with the Company while continuing to have unbroken seniority with the Company subject to subsection (k) hereof, he shall thereupon and thereafter be entitled while such seniority continues unbroken, to an eight (8) weeks' vacation with pay at the end of each forty-five (45) weeks' work within any consecutive twenty-four (24) months.

All employees hired after January 1, 2004 shall receive a maximum of six (6) weeks of vacation in accordance with the schedule set forth in this agreement.

(i) Maximum Vacations During Summer Period

The summer vacation period for Brewers shall be June 15 to September 15. A Brewer who is eligible for a sixth vacation week may schedule up to three weeks' vacation during the summer period. A Brewer eligible for three or more weeks of vacation may schedule two weeks' vacation during the summer period. A Brewer eligible for one or two weeks of vacation may schedule one week of vacation during the summer period.

The summer vacation period for Bottlers shall be June 1 to September 15. A Bottler may schedule up to three weeks of vacation during the summer period.

No Bottler or Brewer may schedule vacation which would cause the Company's weekly vacation quota to be exceeded.

(j) Fifty-Two Weeks' Requirement

No employee shall become entitled to vacation under this Section 13, subsections (a), (b), (c), (d), (e), or (f) in a period short of fifty-two (52) weeks. No time worked in excess of forty-five (45) weeks in a consecutive fifty-two (52) weeks of employment can be carried over as a credit to the next vacation.

(k) Scheduling of Vacations

Each employee eligible to request vacation in accordance with Section 13(a),(b),(c),(d),(e),(f),(g)and(h)will be required to

Exhibit 5

indicate their vacation on a form provided by the Company. Such vacation selection must be made no later than December 1 of each year. For vacation purposes only, the Company will notify employees of the shift on which they will select their vacation no later than the 46th week of the calendar year.

Employees shall have the choice of vacation periods in accordance with their seniority and shift assignment, subject, however, to the Company's right to limit the number of employees who may take vacations in any given week and on any given shift.

Employees shall request vacation by indicating their preference by seniority on the shift and business unit on which they are a member at the time vacation selection begins. Employees on special assignments shall select vacation with the unit in which they are included for overtime purposes. The Company has the right to limit the number of employees who may take vacations in any given week on any given shift. If the employee does not have sufficient seniority to hold the week(s)requested, the Company will contact the employee for selection of vacation from the remaining available weeks.

The groups for vacation selection shall be as follows:

Department	Business Unit
Packaging	Cans: C1, C2, C15/B5
	Bottles: B4/B6, B7/Keg
Customer Service	Materials, Distribution, Stores, Palletizers

If the employee is not available to make a vacation selection, it will be the employee's responsibility to contact the Company, and the employee will be entitled to select a vacation from the remaining available weeks. The Company will schedule vacations for those employees who fail to select their vacations by December 1. All vacation assignments shall be finalized and posted by December 15.

The current practice of scheduling vacations for the Brewers classification will continue.

(l) Vacation Pay

Compensation for said vacation, when taken, shall be paid at the rate provided for on the shift on which an employee worked. In the event an employee is laid off prior to the commencement of his scheduled vacation and has qualified for a vacation, if such employee requests that he be paid his vacation pay while on lay-off, such vacation pay shall be paid to him. Such vacation pay shall be thirty-seven and one-half (37-1/2) times the first shift hourly rate of his classification and such vacation pay shall be in lieu of a vacation period. Vacation shall not be pre-paid.

(m) Disputes Concerning Vacations

Disputes arising through claims for vacations not otherwise specified herein shall be adjusted by mutual agreement between the Company and the Local Union.

(n) Seniority Rights with an Individual Employer

Employee's seniority rights with the Company remain unbroken so long as he has not lost status in the industry or right to re-employment or seniority rights with the Company under Sections 3, 4(a)(4), 4(a)(5), 4(a)(6), 4(d), 4(i), 5(c)(5), 7(d) or 31(a). A bottler, brewer or checker shall not select vacation weeks in which a total of more than four (4) holidays fall.

(o) Absence for Illness or Accident: Time of Vacation

Employees shall be allowed a maximum of sixty (60) calendar days on account of illness or accident and all time actually taken as a vacation period during said twelve (12) month period and the same shall constitute time worked for the purpose of computing eligibility for vacation under the provisions of this section.

(p) Common Anniversary Date

There shall be a common anniversary date period, which shall be from January 1 to January 1 of each year.

(q) Pro Rata Vacation Pay

Upon termination of employment other than lay-off with the Company a permanent employee who has earned his first vacation will be paid pro rata vacation by such employer on the ratio of weeks worked since the last January 1 to 45 weeks, not to exceed a full vacation. In addition, upon termination of employment, employees will be paid all unused and pro rata vacation in a lump sum. Such vacation pay shall not be used to extend employment. This provision in no way affects the content of Section 13(o).

Payment for pro rata vacation pay shall be the responsibility of the Company for whom the employee was last working. The Company may enter a claim against the Vacation Pay Trust for full recovery of pro rata vacation pay made including all payroll costs. The trust shall reimburse the Company provided that the employee did not earn his last full vacation from the Company, in the calendar year immediately preceding the termination. If, however, the employee did earn his last full vacation from the Company, then there shall be no recovery by the Company from the fund.

(r) Retention of Vacation Eligibility

Subject to the provisions of this Agreement, a permanent employee who is not employed under the Agreement for a period of less than one (1) year shall not lose any vacation eligibility to which he would otherwise be entitled.

(s) Vacation Eligibility for Employee on a Leave for Union Business

The vacation eligibility of an employee absent on a leave of absence for full-time Union business shall, upon his return to work, be based upon the eligibility he had at the time of leaving and he shall be credited with time spent on such Union business.

(t) Vacation Eligibility for Employee Receiving Workers' Compensation Benefits

An employee who is receiving Workers' Compensation Benefits because of an injury or illness incurred as an employee of the

Company shall have time lost counted in determining his vacation eligibility if he would have otherwise been working.

(u): Single Day Vacation

Beginning with 2016 vacation selection period, employees with three (3) weeks or more of vacation shall be allowed one (1) week of vacation to be taken in a single day increments. Such vacation selection must be made no later than December 1 of each year. Changes to single days must be scheduled three (3) days in advance and are subject to management approval. In the event an employee does not use the five (5) days or any portion thereof, the employee will be paid for the days not taken within the month following the end of the vacation year.

(v): FMLA Charging

Effective January 1, 2019 employees with an approved intermittent FMLA will have days utilized as FMLA charged as vacation, in 8-hour blocks, up to a maximum of one week each year, after utilization of sick leave pursuant to Section 7(j). This is not to be applied to employees out on maternity leave.

Employees will continue to have the option to receive vacation pay in conjunction with FMLA absences for leaves that are in weekly increments.

SECTION 14. COMPANY'S RIGHT OF SELECTION AND ASSIGNMENT

The Company shall at all times have the entire right of selection and placing of employees or for rearrangement of

employees for any shifts, employees with oldest seniority with the Company shall whenever practicable be given preference.

Employees whose work requires them to meet the public or whose work is viewed by the public shall report to work clean and presentably groomed and dressed.

SECTION 15. REFUSAL TO PASS DULY SANCTIONED PICKET LINE AND CONTINUING TO DO BUSINESS

It shall not be cause for discharge and no employee shall be discriminated against for refusing to enter upon any property involved in a lawful primary labor dispute or refusing to go through or work behind any lawful primary picket line, including the picket line of the Joint Board or any of its constituent Local Unions and including picket lines at the Company's place or places of business. (This section shall not apply to jurisdictional disputes.)

SECTION 16. DISTRIBUTION OF LITERATURE BY EMPLOYEES

Any literature distributed by an employee without the consent of the Company will give the Company the right to discharge immediately any such employee, providing that such literature is distributed during working hours.

SECTION 17. SEPARABILITY

It is not the intent of either party hereto to violate any applicable federal, state or local law, ruling or regulation or public policy and the parties hereto agree that in the event any provision or part thereof of this Agreement is finally held by any

Exhibit 5

court or any administrative body, as the case may be, to be void or in contravention of any law, ruling or regulation or public policy rendered either prior to or after the execution of this Agreement, such provision shall be unenforceable but the remainder of the Agreement shall remain in full force and effect, unless the void parts are wholly inseparable from the remaining portion of this Agreement. In that event the parties will meet to negotiate a lawful provision if possible.

SECTION 18. CONTRACT CHANGE BY WRITTEN AGREEMENT ONLY

This contract may be altered, changed or deviated from only by the written agreement of the Teamster Brewery & Soft Drink Workers Union and the Company and the Teamster Brewery & Soft Drink Workers Union alone for the Local Union and employees may enforce this Agreement.

SECTION 19. ACT OF GOD, EFFECT ON AGREEMENT

Should any establishment of the Company or unit or operation thereof become inoperative because of utility failure and equipment breakdown beyond the control of the Company, fire, earthquake, or other act of God, all provisions contained herein shall apply only to persons employed in actual capacities governed by this contract.

SECTION 20. NO STRIKES

(a) No Strikes During Period of Agreement

It is mutually agreed and understood that during the period this Agreement is in force, the Union will not authorize or ratify a strike, slowdown or stoppage of work or withdrawal of employees

Exhibit 5

subject to the Agreement except such refusals as are privileged under Section 17, provided, however, that in the event the Company should violate Section 5 of this Agreement the Union is authorized--as to such Company and with respect to such violation, for the period thereof--to withdraw such employees of said Company as are subject to this Agreement, and said employees so withdrawn shall not lose their status as employees.

(b) No Lockouts

The Company agrees that it shall carry on no lockout during the period that the Agreement is in force; provided, however, that in the event the Union should violate Section 20(a) of this Agreement, the Company is authorized to lock out the employees.

SECTION 21. NONLIABILITY FOR UNAUTHORIZED ACTS

It is agreed to by the respective parties hereto that neither the Company nor the Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals acting or conducting themselves in violation of the terms of this Agreement without the authority of the respective parties, and it is further agreed that neither the Company nor the Local Union directly or through its agents shall foster, initiate, foment, encourage, sanction, approve or condone any violation of this Agreement. Individuals or groups of individuals acting or conducting themselves in violation of the terms of this Agreement shall be disciplined.

SECTION 22. UNION AND COMPANY AGENTS

(a) Official Union Agents

The Secretaries of the Teamster Brewery & Soft Drink Workers Union shall be the general agent of the Union for the administration of this Agreement. The Union may appoint other agents to act with respect to this Agreement, but shall first notify the Company in writing, of such appointment and the scope of authority of such agent. No one else shall be deemed the agent of the Union.

(b) Official Company Agents

The Company shall designate one or more management representatives to be the general agent or agents for the administration of this Agreement and shall notify the Union thereof. The Company may appoint other agents to act with respect to this Agreement, but shall first notify the Union in writing of such appointment and the scope of authority of such agent. No one else shall be deemed the agent of the Company.

(c) Chief Steward

The Chief Steward will be paid for all time spent discussing grievances with a management representative in the plant, while not on regular duty, at the applicable hourly rate up to a maximum of five (5) hours per week and provided that the Chief Steward is working on the afternoon or night shifts.

(d) Off-Shift Bottler Stewards

Bottler off-shift stewards may be assigned any work within the bottler classification.

Such assignments will not interfere with traditional stewards' role in representing members of the Local 896 production bargaining unit.

SECTION 23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, transferees and assignees of the Company. The Company shall give notice of the existence of this Agreement to any successor, purchaser, transferee or assignee.

SECTION 24. RESTRICTIONS ON INDIVIDUAL EMPLOYER LIABILITY

No Company whether an individual signatory to this Agreement or otherwise bound by it shall be liable for acts of any other Company or any other signator, under or in violation of this Agreement.

SECTION 25. ADJUSTMENTS OF DISPUTES

(a) Grievance and Arbitration Procedure

Any dispute or grievance arising at or involving an establishment subject to this Agreement shall be disposed of as follows:

(1) Such dispute or grievance shall be presented orally or in writing at the First Step between the employee's steward and the employee's supervisor within four (4) days of its occurrence. The grievance will be answered within four (4) days of its being presented. If the answer is unsatisfactory, the grievance may be reduced to writing and appealed to the Second Step within four (4) days of the answer at Step 1. The grievance will be answered

within four (4) days of its being considered at Step 2. If the answer is unsatisfactory, the grievance may be appealed to Step 3 within four (4) days of the answer at Step 2. The grievance will be answered within ten (10) days of its being considered at Step 3. If a dispute does not arise at the job level, it may be stated in writing and delivered to the Company or to the Local Union by the Company at Step 3 within four (4) days of its occurrence.

(2) Should Company and Union representatives fail to agree on settlement at Step 3, either party may ask that the dispute be submitted to arbitration within 30 days after the Step 3 answer.

(3) Should the Company and the Union be unable to agree upon an impartial arbitrator within ten (10) working days after delivery of the request for arbitration, the arbitrator shall be selected from a list submitted by the FMCS upon written request of either party. The parties shall alternately strike names from the list. Either party shall have the right to reject up to two (2) lists before going through the striking procedure.

The decision of the arbitrator within his powers on a dispute properly before him shall be final and binding on the parties to the proceeding. The arbitrator shall not have the power to add to, modify or change any provisions of this Agreement. All expenses and charges of the arbitrator and the cost of the hearing room and reporter, if any, shall be shared by the Local Union and the Company.

(4) Failure to answer a grievance within the time limits specified above shall result in the grievance being automatically appealed to the next step. A grievance which is not appealed to the next step within the time limits specified above shall be considered resolved based on the last answer given. Any of the above time limits may be extended upon mutual agreement by the parties in writing.

(b) No Stoppage of Work

(1) Pending settlement of any dispute between the parties in accordance with this Section, there shall be no stoppage of work either on the part of the Company, the employees, or the Union, providing that said work shall continue in the manner in which it had previous to the arising of the dispute and prompt submission of it to the procedures of this paragraph, and that such work shall be performed, or such payments made, as had been done or paid previous to the arising of the dispute and the prompt submission of it for decision under this paragraph. It is the considered and deliberate intention of the Union and the Company to avoid insofar as possible the stoppage of work.

(2) Prior to exercising the rights under Section 25(b) (1), it shall be mandatory for the Secretary-Treasurer of the Local Union and the Labor Relations Manager of the Company, or their designees, to meet in person in an effort to resolve the pending dispute. This meeting shall be held within seven (7) working days of the filing under this section.

Exhibit 5

(3) The rights under Section 25(b) (1) shall not be exercised by the Union in any situation in which an improvement in productivity, change in work methods, or technological improvement initiated by the Company is at issue. The Union may, however, if it deems it appropriate, utilize the grievance and arbitration procedure described under this Section to address any violations of the Agreement related to the Company's actions.

(c) Written Reprimand

In the event an employee is given a written reprimand which becomes a part of his employment record, a copy of such reprimand shall be promptly sent to the Union.

(d) Settlement Checks

In settlement of grievances, checks will be made within fourteen (14) days of settlement of the grievance.

(e) Nonprecedence of Cases

Any settlement of a question by the Shop Steward and the immediate supervisor of any employee involved in a dispute shall not establish a precedent or conflict in any manner with the provisions of this Agreement.

(f) Multiplicity of Cases, Hearing

Disputes which arise under Section 2(a)(5) will be handled in accordance with the grievance procedure provided that, at the arbitration step, an odd number of cases may be heard before the same arbitrator but not to exceed five (5) cases and provided further that in the event the Company loses the arbitration it

shall pay the cost of the arbitrator's fee and in the event the Union loses, the arbitrator's fee shall be borne equally by the Company and the Union. The loser shall be determined by which party loses the most cases at each hearing.

SECTION 26. USE OF EMPLOYEES OUT OF CLASSIFICATION

In emergencies or where there is not sufficient work or full time employment in any classification, the Company may use employees in other classifications after first clearing same with the Secretary-Treasurer of the Local Union. Such clearance shall not unreasonably be withheld, it being the intent to achieve full utilization of employees. An affected employee shall be immediately notified by the Union that such clearance has been issued. No employee may be discharged for refusing to perform work out of classification prior to such notification. Wages shall be increased but not decreased under this paragraph.

Section 27. Disciplinary Layoff

(a) Discharge for Just Cause

The Company shall be the sole judge of the qualification of all his employees. This right shall not be exercised arbitrarily. No employee shall be discharged without just cause. In the event of discharge without just cause, the employee may be reinstated with payment for time off. In the event of a dispute the existence of just cause shall be determined under the grievance procedure of Section 25.

(b) Probationary Period

All new, temporary and extra employees shall be on probation for one hundred eighty (180) calendar days for the Company and may be discharged by the Company during such probationary period with or without cause, and shall have no recourse to the grievance procedure.

(c) Discipline – Use of Prior Offenses

No discipline, written notice of which has not been given to the Union and the employee, nor any discipline which has been given more than twelve (12) months prior to the current act or twelve (12) months prior to the current act for absenteeism, shall be considered by the Company in any subsequent discharge, suspension, or other disciplinary action. If an employee is suspended or discharged, he shall be allowed to complete his regular shift or be paid for the balance of such shift.

(d) Transfers - Not to be Used as Discipline

The Company shall not use transfers as a disciplinary measure.

SECTION 28. BREWERS

(a) Regular Workday and Workweek

The basic normal or regular workday shall consist of seven and one-half (7-1/2)consecutive elapsed hours with one-half hour meal period on Company time and five (5) consecutive days (respectively 37-1/2) shall constitute the basic, normal or regular workweek. The regular workweek shall commence at 10:30 p.m. on Sunday. All work performed from Friday 10:30 p.m. to Saturday 10:30 p.m. shall be overtime and paid for as such regardless of shift. An employee

cannot be required to take a meal period at any time other than at or about the middle of the shift.

There shall be two fifteen (15) minute breaks on Company time. The first break shall be taken about the middle of the first half of the shift; and the second break shall be taken about the middle of the second half of the shift.

(b) Shift Hours and Overtime

The majority of straight time hours worked in any shift shall determine the shift worked. The regular first shift working day shall not commence before 6:00 a.m. and shall not continue after 4:30 p.m. All work on this shift in excess of seven and one-half (7-1/2) elapsed hours or done before 6:00 a.m. and after 4:30 p.m. shall be considered overtime. The second shift working day shall not commence before 2:00 p.m. Employees are governed by the contract relating to working time and pay.

Employees may be required to work overtime of one (1) hour or less for communication purposes as scheduled by the Company, regardless of their position on the overtime roster. Attendance at communication meetings may be excused provided the employee submits an excuse acceptable to the Company.

(c) Restriction of Layoff and Return

Subject to Section 4(b), employees may be laid off at the end of any regular workweek. The Company may utilize employees on crews on the Tap-O-Matic line on Wednesday, Thursday or Friday provided these employees work the rest of that week. The Company shall not

be required to schedule employees for the remainder of the workweek or following week if employees who are called in are replacing employees who were scheduled. If the Company adds additional staffing mid-week, the employee shall work the rest of that workweek and the following workweek. Extra employees may be hired or laid off at any time except for a fractional part of a day.

(d) Rotation of Shifts

There shall be no rotation of shifts for brewers with the exception of training. Plant seniority shall prevail in shift selection among permanent brewers subject to all shifts being staffed with employees with sufficient experience and skill and provided that the employees are qualified to perform available work on the shift of their preference. Brewers' shifts may be temporarily changed whenever there are insufficient qualified employees as a result of emergencies, illness, absenteeism, vacations or training requirements. No later than October 1 of each year, all Brewers that have completed their probationary period will be required to indicate their shift of preference, on a form provided by the Company. Shift assignments will be made on the basis of seniority and staffing needs. The Company shall post shift assignments by the last week of October. Such shift assignments shall be effective the first full week of January. An employee who has not completed a probationary period may be assigned to any shift. Upon completion of the probationary period, the employee will be

assigned to the shift which their seniority allows them to hold until the next shift preference selection period.

Emergency shift changes will be granted on a temporary case-by-case basis provided the employee has the seniority to work on the shift requested and provided the reason for the shift change is acceptable to the Company.

(e) Attemperation Work

Employees who are scheduled for attemperation work on a Saturday or holiday may be assigned additional special assignments and will be guaranteed at least five (5) hours work. Employees who are scheduled for attemperation work on a Sunday may be assigned additional special assignments and will be guaranteed at least three and three-quarters (3-3/4) hours work. Employees who are scheduled for attemperation will not be given special assignments which are normally assigned to other Brewers on a Saturday, Sunday or holiday.

SECTION 29. TIME OF SHIFTS

There shall be no change in starting times or shifts for brewers during the regular workweek except in the event of a breakdown of equipment, illness or absenteeism. All work performed before or after an employee's regular starting time or shift shall be paid for at the rate of time and one-half with the above mentioned exclusions, provided, however, that under any circumstances no employee shall be required to change shifts without a twelve (12) hour interval between the last shift worked

and the starting of a new shift except when a plant wide meeting is occurring which requires all to participate on a specific shift. Plant wide meetings shall be limited to twice per calendar year. Starting times and shifts may be advanced on Friday cleanup days or cleanup days prior to a holiday. It shall be permissible to change the starting time and shift at the end of each workweek.

SECTION 30. WORK WITH FLAMMABLE MATERIALS

When employees are varnishing tanks or engaging in work with explosives or flammable materials within closed tanks, the employees doing this work must have an attendant on the outside of the tanks at all times and safety apparatus shall be inspected and placed in perfect condition before the employees go into the tank to perform the above work.

SECTION 31. VAT COATING WORK

Preparing for coating and coating of vats is to be considered brewers work when done by the breweries.

SECTION 32. PILING FULL HALF BARRELS

No employee shall pile full half-barrels two high unassisted.

SECTION 33. BOTTLERS

(a) Regular Workday and Workweek

The basic, normal or regular workday shall consist of seven and one-half (7-1/2) consecutive elapsed hours with a one-half hour meal period on employer's time, and five (5) consecutive days (respectively 37-1/2 hours) shall constitute the basic, normal or regular workweek. The regular working day for the day crew shall

not commence before 7:00 a.m. and shall not continue after 4:30 p.m. There shall be two twenty (20) minute breaks on Company time. The first break shall be taken about the middle of the first half of the shift; and the second break shall be taken about the middle of the second half of the shift.

Bottlers may be scheduled to work an eight (8) hour shift, of which one-half hour will be paid at a rate of time-and-one-half, providing the employer posts this overtime for the entire week on the previous Thursday, noon.

If two crews are employed on one unit of machinery, the regular working day of the night crew shall be seven and one-half (7-1/2) hours, and, subject to provisions of Section 11(k), shall commence at the conclusion of the working day of the day crew providing that no overtime is worked. It shall be optional, however, to arrange the hours of the night crew to the mutual satisfaction of the Company and the Local Union. The regular workweek shall commence on Monday and shall end on Friday at the conclusion of the days' seven and one-half (7-1/2) hours. All plants shall be permitted to work overtime whether operating steady or not. Proprietors or supervisors shall have the right of determining the number of employees required to work such overtime, and all overtime shall be equally divided among employee bottlers. An employee cannot be required to take his meal period at any time other than at or about the middle of his shift.

(b) Pre-Shift Overtime

It shall be permissible to schedule bottlers to work overtime prior to the start of their regular shift. Bottlers who are scheduled for pre-shift overtime will be paid in accordance with Section 11(f). Overtime prior to a shift will not be scheduled so as to establish a two-shift work schedule for bottlers.

(c) Bottlers Shift Selection

No later than October 1 of each year, all Bottlers that have completed their probationary period will be required to indicate their shift of preference, as well as their alternative shifts of preference, on a form provided by the Company. Shift assignments will be by Business Unit and made on the basis of seniority and staffing needs. The Company shall post shift assignments no later than the last week of October. Such shift assignments will commence no later than the first full week of January.

An employee who has not completed a probationary period may be assigned to any shift. Upon completion of the probationary period, the employee will be assigned to the shift which their seniority allows them to hold until the next shift preference selection period.

Reassignments to other shifts based on staffing changes will be made on the basis of shift preference and seniority.

Emergency shift changes will be granted on a temporary case-by-case basis, provided the employee has the seniority to work on the shift requested and provided the reason for the shift change is acceptable to the Company.

Employees may be assigned to any shift for training purposes regardless of seniority. Such training lasting more than 10 weeks will be reviewed with the union. Eight of the ten weeks of training will be on the day shift. An employee will not be displaced from their shift as the result of another employees' training assignment.

(d) Restriction on Layoff

Subject to Section 4(b) employees may be laid off at the end of any regular workweek. The Company may utilize employees on crews on one production line on Wednesday, Thursday or Friday provided the employees on these crews work the rest of that week. All other employees called in on Wednesday, Thursday or Friday shall work the rest of that workweek and the following workweek. Extra employees may be hired or laid off at any time except for a fractional part of a day.

SECTION 34. USE OF BOTTLING MACHINERY DURING THE DAY SHIFT

(a) The firms will operate all available lines of bottling machinery during the day shift before the establishment of night shifts, providing that where certain lines are incapable of filling particular types of bottles or containers or where because of superannuated equipment a material divergence of production would result, this provision shall not apply.

(b) A departure from 34(a) can occur only when the Company schedules releases in excess of 59,000 barrels per week.

SECTION 35. WEEKLY WAGE RATES

1. The following wage rates shall be paid to Production employees hired prior to July 23, 2006:

	Effective 6/11/2018	**Effective 6/10/2019**	**Effective 6/8/2020**
Permanent Brewers	$31.70	$32.00 ($750 lump sum)	$32.55
Permanent Bottlers	$31.58	$31.88 ($750 lump sum)	$32.43
Permanent Checkers	$31.58	$31.88 ($750 lump sum)	$32.43

The following wage rates shall be paid to Production employees hired after July 23, 2006:

Packaging	**Effective 6/11/2018**	**Effective 6/10/2019**	**Effective 6/8/2020**
Operator 1	$26.06	$26.06	$26.31
Operator 2	$31.58	$31.88 ($750 lump sum)	$32.43

Brewing	**Effective 6/11/2018**	**Effective 6/10/2019**	**Effective 6/8/2020**
Operator 1	$26.18	$26.18	$26.43
Operator 2	$31.70	$32 ($750 lump sum)	$32.55

Supply Chain/Stores	**Effective 6/11/2018**	**Effective 6/10/2019**	**Effective 6/8/2020**
Operator 1	$26.06	$26.06	$26.31
Operator 2	$31.58	$31.88 ($750 lump sum)	$32.43

Employees assigned to a second shift operation shall receive twenty-five cents ($.25) an hour above their base hourly rate for time so worked. Employees assigned to a third shift operation shall receive thirty-two cents ($.32) an hour above their base hourly rate for time so worked.

When a Production employee in Brewing and Packaging successfully completes probation, the employee will be considered

Exhibit 5

an Operator 1. When an Operator 1 employee successfully demonstrates the ability to perform levels of maintenance work 1-8, such employee will be considered an Operator 2.

When a Supply Chain employee successfully completes probation, the employee will be considered an Operator 1. When an Operator 1 employee successfully demonstrates the ability perform 3 jobs, such employee will be considered an Operator 2.

All training will be completed within a continuous 12 month period after the completion of the employee's probationary period. If an employee at OP 1 who has completed probation and has sought out training (e.g. emails to L&D, to other responsible non-bargaining unit employee, etc.) and not received the training within 12 months, they will be paid at an OP 2 rate after such 12 month period. If an employee has not completed training due to their own issues (absences, leave of absence, failure to do necessary job assignments, requirements, etc.) this language shall not apply.

2. All Operator 1 employees may request testing, and be tested at least once every six (6) months.

Probationary employees shall be paid four dollars and fifty cents ($4.50) less than regular rate for their position during the first ninety (90) calendar days of employment. For the remainder of their probationary period they will receive three dollars ($3.00) less than the regular rate for their position.

SECTION 36. LAYOFFS AND BREAKDOWNS

Should dullness of trade necessitate a lay-off, the employees shall be laid off according to seniority, not less than one day at a time nor more than one day per week, except in case of breakdown. If a breakdown occurs in the forenoon, the employees shall work the morning out. If a breakdown occurs in the afternoon, the employees shall work the day out. All employees shall receive equal chances at any spare work performed on days that the shop is not bottling. However, it is permissible to rotate the employees irregularly in cases where special work is done for which certain employees are more adaptable.

SECTION 37. BOTTLERS' WORK

The loading and unloading of cars of beer and bottle house supplies on and adjacent to premises, and all work performed on same shall be considered bottlers' work. Loose bottles in carload lots shall be crated and handled by bottlers, provided that such are spotted within two blocks of the bottle house.

SECTION 38. CHANGE OF SHIFTS

No employee shall be required to change shifts during the calendar workweek, unless such employee shall have had a period of at least twelve (12) hours between the conclusion of the last shift worked and the commencing of a new or different shift to which he may be assigned. No employee will be required to accept more than one change of shift in the same workweek so long as qualified employees are available. Provided, that for overtime work, any

employee available who has not worked the preceding twelve (12) hours may be used. It shall be permissible in any event to change the employee or employee shift at the end of each workweek.

SECTION 39. CHECKERS

(a) Regular Workday and Workweek

The basic, normal or regular workday shall consist of seven and one-half (7-1/2) consecutive elapsed hours with a one-half (1/2) hour meal period on the Company's time and five (5) consecutive days shall constitute the basic, normal or regular workweek. Seven and one-half (7-1/2) elapsed consecutive hours, including a meal period on the Company's time of one-half (1/2) hour, shall constitute a regular day's work, and five (5) consecutive days of such seven and one-half (7-1/2) elapsed, consecutive hours shall constitute a week's work. The regular workweek shall commence on Monday and shall end on Friday at the conclusion of the day's seven and one-half (7-1/2) hours. An employee cannot be required to take his meal period at any time other than at or about the middle of his shift.

There shall be two fifteen (15) minute breaks on Company time. The first break shall be taken about the middle of the first half of the shift; and the second break shall be taken about the middle of the second half of the shift.

(b) Shift Starting Times

The regular day shall not commence before 6:00 a.m. and shall not continue after 4:30 p.m. Any work performed before 6:00 a.m.

shall be paid for at the overtime rate. The starting time of the first shift may not be later than 9:00 a.m., except where mutually satisfactory to the Company and Local Union. A second shift may be started at any time between 3:00 p.m. and 6:00 p.m. and work performed during such second shift shall be paid for at the second shift rate. A third shift may be started not later than midnight and work performed on such third shift shall be paid for at the third shift rate. There shall be no rotation of shifts for shipping and receiving clerks or checkers. Plant seniority shall prevail in shift selection among permanent checkers subject to all shifts being staffed with employees of sufficient experience and skill and provided that the employee is qualified to perform available work on the shift of his preference. Checkers' shifts may be temporarily changed whenever there are insufficient qualified employees as a result of emergencies, illness, absenteeism, vacations, or training requirements.

(c) Distribution of Overtime

The Company shall have the right to determine the number of employees to work overtime and overtime shall be divided among the employees as equally as possible. However, it is permissible to rotate the employees irregularly in cases where special work is to be done for which certain employees are more adaptable.

SECTION 40. LAYOFF

(a) Should a reduction in the working force become necessary, the employees shall be laid off impartially according to seniority;

it being understood that no employee shall be laid off for a fractional part of a week.

(b) Subject to Section 4(b), any checker who was not hired as a temporary replacement for another employee may be laid off at the end of any regular workweek; provided that any such employee who was called in on Wednesday, Thursday or Friday shall work the rest of that week and the following workweek.

SECTION 41. NON-DISCRIMINATION

Neither the Company nor the Union shall discriminate against any individual because of his race, color, religion, sex, national origin, age, handicap or veteran status with respect to opportunity for or tenure of employment, or with respect to any term or condition of employment or any other right, benefit, duty, or obligation created and/or protected by the provisions of this Agreement.

SECTION 42. TERM OF AGREEMENT

The term of this Agreement shall be from June 11, 2018 to June 12, 2021, and shall continue in effect thereafter from year to year unless either party hereto serves written notice on the other of its intention to change or terminate the Agreement at least sixty (60) days prior to June 12, 2021, or prior to June 12 of any subsequent anniversary date. Notice shall be given in case of employees by the Local Union to MillerCoors llc or in the case of MillerCoors llc to the Local Union.

Date: 10/1/18

FOR THE UNION:
LOCAL UNION NO. 896

By: _____

FOR THE COMPANY:
MILLERCOORS LLC

By: _____

Exhibit 6

May 17, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the role of the team members in self-sufficient operational teams.

The parties re-confirm their commitment to make the Irwindale Brewery the best brewery possible. To advance the development of self-sufficient operational teams work team members will share responsibilities for focusing their team on Safety, People, Quality, Service, Cost, Sustainability (SPQSCS) in alignment with brewery goals. The Company and the Union will collaborate to discuss issues associated with this process as well as other items of concern. To that end, the previously held routine labor-management meetings will be resumed per mutual agreement of the parties.

The Company is not intending to appoint hourly lead technicians. However, any employee of the Company, whether or not Union represented, may be appointed to perform non-bargaining unit work under the autonomous work team structure of WCSC 2.0 on a non-precedent basis. They will not engage in supervisory functions such as discipline of co-workers.

Such employees appointed to perform non-bargaining unit work shall not be increased in their hourly rate or receive any title as a result of performing the work in question pertinent to this side letter. If employees are appointed to perform significant amounts of work, the Company shall consider creating additional bargaining unit positions.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/17/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-17-18

Exhibit 6

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding palletizers being part of Customer Service.

In the event palletizer performance declines from its performance levels prior to this change, the parties will meet to discuss root causes and solutions. Solutions may include changing palletizer operations back to Packaging.

Nothing within this agreement limits the company's right to manage the palletizer operations.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

June 8, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding Brewer Vacation Scheduling.

Vacation scheduling for the Brewing department will continue to be conducted in seniority order by shift. The Company will continue the practice followed for the past year and ensure that employees remain on the shift on which they scheduled their vacation, unless legitimate business needs require otherwise which will not include employee qualifications.

Brewers will be given first opportunity to resolve operational issues directly related to vacation scheduling procedures. In the event the issue persists, the Secretary-Treasurer and the Sr. Manager HR Business Partner will meet to discuss solutions. Priority will be given to solutions that protect seniority for vacation selections.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/8/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-8-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding distributor returns and keg inspection.

Distributor returns and keg inspection will be performed by bargaining unit employees. Additionally, the Company may subcontract such work, however, such subcontracting will not be done on a permanent basis and no Bottler or Brewer will be laid off as a result of such subcontracting. The Union will be notified prior to such work being subcontracted.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

June 7, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding Brewing department business unit composition and staffing.

1. The keg line will remain a part of the Packaging Department.

2. The keg dock will be a part of the Customer Service Department.

3. The Company and Union will meet and discuss in GOOD FAITH the optimum staffing for the remaining Brewing operations with the understanding that the final staffing levels will be determined by the company.

4. Robert Rodriguez and Alfredo Gomez will be immediately reinstated as Brewers and will work exclusively in the brewing department. David Engeron, James Engeron and Adam Dzama will be grandfathered as brewers whether they work as a Bottler or in Brewing. For weekly assignment purposes these three grandfathered brewers will be considered Bottlers but will be paid at the Brewing rate of pay. These employees will continue to qualify for daily and weekend overtime ahead of a temporary employee. Staffing for Brewing and the keg line will continue per the labor agreement however any remaining openings on the keg line will be filled by bottlers.

5. In the event these five employees involuntarily lose their jobs after they are reinstated as Brewers, they shall be allowed to move back to the packaging/customer service department with their packaging/customer service seniority.

6. Overtime in Brewing will be offered in the following order:
    1. Qualified volunteers from the Brewing department
    2. Qualified grandfathered Brewer volunteers
    3. Qualified temporary volunteer employees
    4. Force qualified temporary employees
    5. Force qualified Brewers including grandfathered brewers

Exhibit 6

Exhibit 6

7. Keg Line Overtime will be offered in the following order:
    1. Qualified volunteers from Packaging (Bottlers)
    2. Qualified volunteers from other business units
    3. Qualified volunteers from Brewing
    4. Volunteer Temporary employees
    5. Force Temporary employees
    6. Force qualified Packaging (Bottlers)

8. No temporary employees will be employed in Brewing until David Engeron, James Engeron and Adam Dzama are reinstated to the Brewing Department. No brewer will be laid off because of the movement of the keg line to Packaging or the assignment of bottlers to the keg line.

9. Temporary employees in Brewing department may be employed on 2nd or 3rd shifts except for 2 weeks of training.

10. It is not the intent of the Company to employ temporary employees to displace regular employees or avoid filling a regular position due to retirements, etc., should the company determine that such a position will be filled.

11. With the exception of numbers 8 thru 10 above, temporary employees may be utilized in the Brewing department according to the provisions of Section 4 of the labor agreement.

12. Any references to the Keg Line in the Collective Bargaining Agreement which conflicts with this agreement are superseded by the agreement.

13. Brewers (with the exception of the grandfathered brewers working in the packaging department) will select vacations in accordance with Section 13, Vacations.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/7/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-7-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the scheduling of qualified employees for overtime on weekdays and weekends.

Only qualified Bottlers will be scheduled to work overtime on weekdays and weekends. Qualifications may include levels 1-4 and 5-8 of maintenance when necessary to perform the work.

The Company will commit to provide training to employees during the week as necessary that will reduce the need for bypassing for qualifications for overtime work on weekdays and weekends. The Company and Union will meet regularly to identify and discuss training needs, determine who will be trained, review training which has occurred, and the effectiveness of such training. Volunteers will be given preference by seniority when practical.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding Section 11 and Section 12.

An employee may be absent for the following qualified reasons and still be eligible for overtime pay:

1. Jury Duty
2. Bereavement (paid contractual leave and additional approved leave)
3. Workers Compensation Leave
4. Approved Union Business
5. Vacation
6. Holidays
7. Lay-off
8. Military Leave
9. Shutdown Day
10. Early Off and Approved Voluntary Days Off
11. Five (5) Paid Sick Days

Those employees who are absent for a non-qualified reason will be paid overtime for Saturday, Sunday, and Holidays after they have worked or been paid 40 hours in a workweek.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the agreement of the parties in the 2018 negotiations regarding safety shoes.

Employees will be required to purchase Company approved hard toed (i.e. plastic toed, steel toed, etc.) safety shoes and will receive a $130.00 reimbursement each calendar year provided the employee furnishes the company with a receipt indicating a purchase of hard toed safety shoes.

It is understood that the Company may rescind the hard toed safety shoe policy and the $130.00 reimbursement at any time.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the agreement of the parties in the 2018 negotiations regarding Storeroom Operations.

In the event of a Company-wide initiative to subcontract storeroom operations the parties agree to meet and negotiate the implementation of initiatives at the Irwindale Brewery.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

MillerCoors – Irwindale Brewery Drug and Alcohol Policy

1. *Purpose of the Policy*: The Company maintains a drug and alcohol policy to help guarantee employees and customers a safety workplace, to meet the demands of our customers, and to comply with applicable law.

2. *Summary of Policy*: As a condition of employment, employees are prohibited from performing their duties with unlawful drugs present in their systems, or while under the influence of alcohol, and from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs while at work, or while on Company property. Employees are required as a condition of employment to notify the Company within five days of any criminal drug statute conviction for a violation occurring in the workplace, and to undergo a drug and/or alcohol test when requested to do so pursuant to this policy. Under this policy "unlawful drugs" include prescription drugs being used without a current valid prescription in the name of the employee. Violation of this policy will result in the employee's immediate discharge, subject to the provisions of Paragraph 5 of this Policy.

3. *Circumstances Under Which Employees Will Be Subject To Testing For The Presence Of Drugs or Alcohol In Their Systems*: The Company will test employees under the circumstances set forth below. In all cases, the Company will bear all costs associated with the testing, including travel expenses. Employees must submit to testing when scheduled by the Company.

    a) *Post-Accident Testing*: Employees will be tested when they contribute to, or are involved in, an accident in which an employee receives outside medical treatment or involves damage to Company property in excess of one thousand five hundred dollars ($1,500).
    b) *Reasonable Suspicion Testing*: Employees will be tested when there is a reasonable basis for suspecting that the employee may have unlawful drugs or alcohol present in his or her system.
    c) *Testing at Management Discretion Following Confirmed Positive Test*: In those cases in which an employee with a confirmed positive test has not been terminated because of the provisions of Paragraph 5 of this policy, the Company may require the employee to be tested at any time deemed appropriate by the Company within eighteen (18) months following the employee's return to work, provided that the employee may not be required to be tested more than six (6) times under Section (3c) in such eighteen (18) month period. Any leave of absence shall be excluded from the eighteen (18) month testing period.

4. *Testing Procedures*:

    a) *Nature of Test*: In all cases the employee will be tested as soon as the Company can schedule the test, and will be tested as outlined in 3a, 3b and 3c. Testing will be done by urinalysis. The urinalysis drug testing will be conducted by laboratories certified by the United States Department of Health and Human Services (HHS) or comparable certifying authority. At the time the specimens are collected, the specimens must be immediately sealed, labeled and initialed by the employee. In all cases, a split sample shall be collected. Testing for alcohol will be conducted by an individual certified in the use of a breathalyzer device. "Under the influence" will be presumed at the same level as used by the state of California for driving offenses (presently .08).
    b) *Confidentiality*: All information received regarding drug and alcohol testing will be maintained on a confidential basis.
    c) *Retesting*: Employees shall have the right to require that a confirmed positive sample be retested.

Exhibit 6

5. *Employee Assistance Program*: Any employee who has a confirmed positive test shall be given an opportunity to enter the Employee Assistance Program (EAP). No employee shall be discharged or disciplined as a result of a first positive drug or alcohol test, so long as he or she agrees to participate in the EAP and any treatment or rehabilitation program recommended by the EAP, and authorizes the EAP and provider of any such treatment or rehabilitation program to inform the Company about the employee's compliance with directives of the program. The cost of any rehabilitation or treatment will be covered by the health insurance plan in effect at the time, to the extent that the plan provides such benefit. A refusal to participate in, and comply with the directives of the EAP and any EAP recommended treatment or rehabilitation program shall result in immediate discharge. Nothing herein shall preclude discipline or discharge because of conduct that would otherwise warrant discipline, regardless of whether such conduct arises out of, or is related to, drug and alcohol use.

6. An employee who refuses outside medical treatment for any injury will not be required to submit to a drug or alcohol test because of that injury unless they would otherwise be subject to a drug or alcohol test under the policy. It is also understood that a medical evaluation does not constitute medical treatment. Outside medical treatment for illness shall not qualify as outside medical treatment for any injury under the Drug and Alcohol policy.

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/8/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-8-18

Exhibit 6

May 1, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding job security.

The Company affirms that no Teamster Bottler on the payroll prior to June 8, 2009 will be involuntarily laid off as a direct result of the provisions pertaining to World Class Manufacturing.

During other periods of involuntary layoffs (of employees on the payroll prior to June 8, 2009), the Company agrees not to assign employees from the machinist or electrician bargaining units to relieve Teamster Bottlers for relief periods which involve lunches or breaks. All other WCM initiatives will continue during such periods.

This understanding is not to be construed to limit the Company's right to lay off employees for other reasons.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/1/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-1-18

Exhibit 6

Memorandum of Agreement

This is to confirm the understandings of the parties reached during the 2018 negotiations concerning the Checker classification.

Checkers will continue to perform work in Central Stores. Checkers assigned to Central Stores may perform all work incidental to their normal work duties, e.g. cleaning their work area, using a forklift to move supplies, etc.

Once the current Permanent Checker classification has been exhausted, vacancies will be filled by Bottlers.

This is a continuation of the Checker classification agreement between the parties dated June 6, 1997.

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/1/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-1-18

Exhibit 6

Memorandum of Agreement

The Union recognizes that the Company has the right to increase productivity and efficiency of the Irwindale Brewery. It is agreed that the Company has the right to exercise its management prerogatives to determine appropriate staffing of the operations performed by the employees covered by the Labor Agreement, including the combining of jobs, reduction or elimination of jobs or operations, implementation of changes in production methods and production rates which may result from work measurement and other studies. These changes shall be given effect regardless of any provisions contained in the Labor Agreement or in any other documents to the contrary and regardless of any past practices of any nature.

It is further agreed that such changes in staffing and operation, improvements in productivity, or changes in work methods are not subject to the status quo provision of Section 25(b) of the Labor Agreement, but the Union reserves its rights to utilize the grievance procedure Section 25(a) if the Company violates the terms of this Memorandum.

It is understood that in making changes to increase productivity, supervisory personnel will comply with Section 2(a)(5) of the Labor Agreement. It is also understood that the Company will not be precluded from implementing additional methods to further the efficiency and productivity of the Irwindale operations.

This Memorandum between the Company and Local #896 shall continue in full force and effect until the termination of the 2018-2021 Labor Agreement between the parties.

This is a continuation of the productivity and efficiency agreement between the parties dated May 23, 2000.

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

June 6, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the Early Off and Voluntary Day(s) Off Procedure.

When production conditions necessitate, Bottlers and/or Brewers may be given the opportunity to voluntarily leave early and/or volunteer for day(s) off. Employees will be offered the opportunity in seniority order by Unit in Brewing, Packaging and Customer Service. Employees who accept the opportunity to leave early will be paid only for actual hours worked on the shift and will not be charged with a leave early under the Attendance Control Program. Employees who volunteer for day(s) off will not be charged with an absence under the Attendance Control Program. Employees who do not volunteer shall work the balance of the shift and subsequent dates as originally scheduled.

It is understood that some employees may be required to work under these conditions. In the event an insufficient number of employees elect to remain, employees with the least seniority who are offered an opportunity to leave early or elect days off may be required to work provided they are capable and qualified.

Employees who elect to leave early or volunteer for days off shall not be eligible for overtime or charged for overtime opportunities on such day(s). Additionally, employees who do not volunteer to leave early and subsequently work overtime will be charged for working such overtime in accordance with current overtime guidelines.

Brewers highest in seniority will be given the first opportunity to leave early and/or volunteer for day(s) off, provided that the Brewer whose job is affected is capable and qualified to perform the job of the Brewer volunteering to leave early or for day(s) off. Should there be a significant disparity in the number of opportunities for Bottlers to volunteer to leave early or take day(s) off, the Company and the Union will meet to discuss the issue.

Nothing contained herein shall limit the Company's right to lay off employees in accordance with Section 36, Layoff and Breakdowns. Additionally, this agreement shall not affect the provisions set forth in Section 40, Layoff.

This is a modification of the agreement between the parties dated May 27, 1997.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/6/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-6-18

Exhibit 6

Exhibit 6

May 1, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the use of bottles with pre-applied labels.

In the event the Company elects not to staff the labeler position when any product is being packaged into a bottle with a pre-applied label, the Company will discuss staffing needs with the Secretary-Treasurer.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/1/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-1-18

Exhibit 6

Exhibit 6

May 1, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding oiler work.

The oiler positions will no longer be staffed and work previously performed by oilers may be assigned to Teamsters or members of other bargaining units. However, during the term of the agreement if lubrication work is scheduled for a full shift on Saturday and/or Sunday, such work will be assigned to a Teamster Bottler.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/1/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-1-18

Exhibit 6

Exhibit 6

May 1, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the filling of Teamster vacancies.

If a Teamster vacancy occurs during the term of the agreement and the Company determines that the position will be filled, the vacancy will be filled by a Teamster.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/1/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-1-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding vacation scheduling.

On an annual basis, the Company will meet with the Chief Steward to discuss the vacation scheduling allotments.

Nothing in the above shall be construed to limit the Company's right to determine the number of employees who may take vacations in any given week and on any given shift.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding staffing permanent openings within business units.

If a permanent vacancy exists and the Company determines it will be filled, the Company will honor a single move to the open position. The resulting subsequent opening will not be filled utilizing the preferences on file. Such preferences will be honored on the basis of seniority and operational needs. If the union feels that the operational needs exception is being abused the issue will be discussed between the parties.

By January 1 of each year within the term of the agreement Bottlers may submit a preference to move to another business unit on a form provided by the Company. Such form will be used to determine who will be considered for the permanent opening. An employee who declines to accept the move when the opportunity is offered shall be ineligible for another move for a period of twelve (12) months and no more than one such move is permitted in a twelve (12) month period.

Nothing contained in this agreement will limit the Company's right to assign and direct the workforce.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

Exhibit 6

May 16, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding daily overtime.

If in order to meet daily overtime requirements there is an excessive amount of forced overtime being worked in any Business Unit, the parties agree to meet and discuss the issues and identify solutions.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/17/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-17-18

Exhibit 6

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the assignment of storeroom delivery duties.

It is understood that storeroom delivery duties may be assigned to any bottler or checker.

Further, consistent with past practice, any employee may pick up their own packages if no bottler or checker is readily available to make the delivery.

This is a modification of the agreement between the parties dated June 4, 2003.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding Storeroom Entry Procedure.

When no storeroom attendant is scheduled to work on a weekend or holiday due to limited production or maintenance work being scheduled, and it becomes necessary to withdraw items from the storeroom due to an unforeseen situation, such withdrawal will be limited to two such entries per 8-hour shift, and will be made in compliance with the following procedure:

1. The employee requiring an item will notify security of the need to gain access to the storeroom.
2. Security will open the storeroom and accompany the employee who will obtain the necessary item, complete the Parts Removal Form, and remove the item from the storeroom.
3. Security will secure the storeroom.

This is a modification of the agreement between the parties dated May 25, 2000.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

June 8, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding training of salaried employees.

Salaried employees may operate, clean, inspect and lube (CIL) production equipment to become more familiar with its operation, a key focus of World Class Supply Chain 2.0 (WCSC 2.0).

Such training will be limited to a total of four (4) hours per person, per piece of equipment, provided the equipment is not identical, during the term of the Agreement. The salaried employee will be accompanied by an operator during this period. This training is designed for the sole purpose of familiarizing management employees with production equipment and will not affect the employment of any Teamster employee. This training may include operation and CIL of equipment. Beyond the 4 hour period, salaried employees will be involved in observing, problem solving and troubleshooting but will not be "hands on".

The Company will notify the Union prior to any salaried employee participating in operating and CIL on any production equipment. The work described above will be recorded monthly and provided to the union upon request.

Except as stated above, salaried employees will not perform bargaining unit work unless otherwise provided in the labor agreement.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/8/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-8-18

Exhibit 6

Exhibit 6

May 17, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the performance of bargaining unit work.

Salaried employees will not regularly perform bargaining unit work, nor will they relieve employees on breaks or during lunch periods. However, the parties recognize that salaried employees may at times engage in de minimis activities which consist of bargaining unit work in order to facilitate efficient low cost production, and maintain the highest quality products. Examples of such activities which may be performed include, but are not limited to, clearing jams, picking up fallen bottles or cans, and delivering or receiving samples.

The performance of such work by management shall not replace a bargaining unit employee or impact the size of the workforce.

Neither party condones abuse of the aforementioned exception. In the event that the union believes that any salaried employee is abusing the exception, the issue shall be subject to Section 2 (a)(3) of the Contract and may also be addressed in the regularly scheduled union-management meeting.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/17/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-17-18

Exhibit 6

Exhibit 6

May 2, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding plant shutdowns.

The Company may schedule a shutdown of operations of one or more day(s) in a scheduled workweek, not to exceed a total of eight (8) days in a calendar year. The Company shall notify the Union at least seven (7) days in advance of the shutdown. Once the Union is notified of the shutdown, the shutdown shall not be cancelled unless any unforeseen circumstances occur beyond the Company's control. In the event a shutdown day is scheduled, and subsequently canceled, such shutdown day shall count towards the eight (8) shutdown days per calendar year provided in this Agreement.

In the event work is deemed necessary during such a shutdown, the Company shall post a notice of the number of employees needed to work on each shift. Volunteers shall be scheduled to work in seniority order provided they have the ability to perform the available work without training, as long as in so employing the senior employee it does not result in the employee working two (2) consecutive shifts. If a dispute arises as to whether a senior employee has the ability to perform the available work without training, the Company and the union shall meet at least three (3) days before the shutdown to discuss the Company's determination in each individual case. If the Company and Union are unable to agree on whether the employee has the ability to perform the available work without training, the dispute shall be submitted to the contractual grievance procedure. If the number of volunteers is insufficient to meet the demand for employees on the shift where this work is to be performed, the Company may assign employees from such shift that have the ability to perform the available work without training to work in inverse order of seniority.

Employees not scheduled for a shutdown day who have at least one (1) day of sick leave or (1) day of vacation leave may, at their discretion, utilize sick or vacation pay in order to be paid for the shutdown day. Pay for such a sick or vacation day shall not count as an absence under the Attendance Control Program.

Employees not scheduled on a shutdown day shall not suffer the loss of holiday pay due solely to the shutdown.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/2/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-2-18

Exhibit 6

Exhibit 6

June 6, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the Gainsharing Program.

It has been noted that the current Gainsharing Program has not paid out for an extended time and the current program is possibly no longer relevant considering the principles of WCSC 2.0 and the related changes in focus areas and the manner in which work gets done.

To that end, the Company and Union will meet subsequent to negotiations and on an annual basis, as previously agreed, to review the factors used in the gainsharing formula and discuss new factors, if any, which may be appropriate. All final decisions on all aspects of the program continue to be reserved to the Company. The Company may amend or discontinue the program at any time and the Company shall be solely responsible for the administration of the program.

The Company agrees to comply with reasonable requests by the Union for relevant information necessary for the Union to monitor progress being made under the program to determine whether an payments made to employees under the program are correct, and in the absence of payments, the reason therefore. The Company will not be required to provide information to the Union which it deems to be irrelevant or to violate its proprietary interests. It is specifically agreed that the Company will not be required to open its records for inspection by the Union.

This is a continuation of the agreement between the parties dated May 19, 1994.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/6/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-6-18

Exhibit 6

Exhibit 6

June 7, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the Finished Goods System and the satellite truck docks.

Notwithstanding any provisions of the current labor agreement, bottlers will be assigned all duties related to warehousing, staging, inspecting, storing, and loading/unloading of all products and related materials anywhere in the brewery, including, but not limited to the Finished Goods System. Bottlers will be assigned to the keg unloader position and all work on the north satellite truck dock. Loading/unloading of materials on the grain unloading rail dock and the powder dock will continue to be performed by brewers.

Only qualified Finished Goods forklift operators will be assigned to the Finished Goods System for overtime purposes.

This is a modification of the agreement between the parties dated June 3, 2003.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/7/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-7-18

Exhibit 6

Exhibit 6

May 3, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding flexible work options.

If during the term of this Agreement either the Secretary-Treasurer of International Brotherhood of Teamsters, Local #896 or the Sr. Director Labor and Employee Relations wishes to discuss staffing concerns and the possibility of flexible work options (including continuous schedule options) the parties will agree to discuss those concerns and possible solutions.

Flexible work options or the implementation of a continuous schedule will only be implemented by mutual agreement.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 5/3/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 5-3-18

Exhibit 6

Exhibit 6

June 4, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding new brewing programs and/or processes.

When the Company introduces new brewing programs and/or processes, the Company and the Union will meet to discuss the appropriate staffing and to identify and discuss training needs. Training of individuals will be selected from the brewers that are presently qualified to perform that task or operate that similar equipment by seniority by shift. The Company and Union will meet as needed, and review training which has occurred and the effectiveness of such training.

The Company will commit to provide training to brewers if necessary to help address bypassing for qualifications for overtime work on weekdays and weekends.

It is incumbent upon the union to advance concerns that it believes are not getting addressed to the Sr. Manager HR Business Partner for discussion.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/5/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-5-18

Exhibit 6

Exhibit 6

June 6, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding vacation quotas.

As discussed, each vacation selection group will have a minimum of one vacation slot during each week of the calendar year.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/6/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-6-18

Exhibit 6

Exhibit 6

June 7, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm the understanding reached between the parties during the 2018 negotiations regarding the Company's proposal for a 2 Tier wage scale in the Customer Service Department.

The Company's position across our brewery system is that a 2 Tier wage scale is appropriate for the Customer Service department and has pursued that practice across the system. However, in recognition of the unique operational aspects of and the manner in which work assignments are made in the Irwindale Customer Service Unit it is agreed that the natural progression of Customer Service employees will be as follows:

- An employee hired into Customer Service will be required to complete the established Probationary Period as set forth in the parties' agreement.
- For a period of twelve months following the completion of the probationary period the employee would be paid at the Operator 1 rate. During that period of time training will be provided on various roles within the Customer Services department and the employee can be assigned to said roles.
- At the conclusion of the 12 month period noted above, an employee will be promoted to the Operator 2 rate provided that the employee is qualified on a minimum of three positions in Customer Service.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/7/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-7-18

Exhibit 6

Exhibit 6

June 8, 2018

Mr. Phil Cooper, Secretary-Treasurer
International Brotherhood of Teamsters, Local #896
3003 Wilshire Blvd. - Suite 300
Los Angeles, California 90010

Dear Mr. Cooper:

This will confirm our understanding discussed during the tentative agreement review regarding OP 1 and Op 2 in the Customer Service Department.

As discussed, the manner in which an employee will progress from Op 1 to Op 2 is laid out in the new letter of agreement from these negotiations. Rather than rewrite the entire Wages section of the current agreement, the section will be revised at the time of printing to reflect that the reference to Production employees in the Section refers to employees in Brewing and Packaging.

Sincerely,

MILLERCOORS

By: _____

Roy J. Bixby
Sr. Director Labor and Employee Relations

Date: 6/12/18

TEAMSTERS, LOCAL 896

By: _____

Phil Cooper
Secretary-Treasurer

Date: 6-12-18

Exhibit 6

FINAL AGREEMENT

Between

MILLERCOORS LLC
IRWINDALE BREWERY

And

UNITED AUTOMOBILE WORKERS, AEROSPACE, AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW REGION 5, LOCAL #509

Term of Agreement
November 22, 2015 – November 17, 2018

SIDE LETTER INDEX

Exhibit 7

THIS AGREEMENT is made and entered into this 22nd day of November, 2015, by and between MillerCoors, LLC, 15801 East First Street, Irwindale, California (hereinafter referred to as "the Company") and International United Automobile, Aerospace and Agricultural Implement Workers of America and it's Amalgamated, Local 509 (hereinafter referred to as "the Union").

INTENT AND PURPOSE

It is the intent and purpose of the parties to this Agreement to promote a cooperative and progressive industrial and economic relationship between the Company and its employees and to set forth herein the terms of collective agreement with respect to wages, hours and conditions of employment.

ARTICLE I - RECOGNITION

The Company hereby recognizes the Union, which was certified on November 17, 1986, by the National Labor Relations Board, as the sole collective bargaining agent with respect to wages, hours and other terms and conditions of employment for all employees in the following classifications at its plant located at 15801 East First Street, Irwindale, California:

All plant Mechanics and Gardeners; excluding all other employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.

The word "employee" as used herein means those employees of the Company covered by this Agreement and who are:

Mechanics - The term Mechanic includes the job duties of Operators and Maintenance Mechanics. Nothing contained in this Agreement shall prevent the Company at its discretion from assigning Operators to perform Maintenance Mechanics' work and vice versa, provided the employee is capable and qualified to perform the work in a reasonable time. The Company agrees that Operators/Maintenance Mechanics covered by this Agreement are hired to perform work within the occupation of mechanical and related work. The Company may assign to employees covered by this Agreement work that is

ordinarily performed by members of other bargaining units, and may assign work that is ordinarily performed by members of the UAW bargaining unit to members of other bargaining units. No tools or equipment are within the exclusive jurisdiction of the Mechanics bargaining unit and may be utilized by any employee of the Company.

Gardeners - Perform landscaping maintenance work and other work as assigned. Gardeners may be assigned to Mechanical and related work at the discretion of the Company.

ARTICLE II - UNION SECURITY

Section 1. It shall be a condition of employment that all employees covered by this Agreement shall become members of the Union within thirty (30) days of the effective date of this Agreement and shall remain members of the Union in good standing for the term of this Agreement. Employees who become employed after the effective date of this Agreement shall become members of the Union on the thirtieth (30th) day following the date of such employment and shall remain members of the Union in good standing for the term of this Agreement. For purposes of this provision, it is expressly understood that to be a member in good standing of the Union, an employee shall be required only to tender the periodic dues and the initiation fees uniformly required of all members as a condition of acquiring or retaining membership.

Section 2. The Company agrees to deduct monthly Union Dues and Initiation Fees in amounts certified to it in writing from the earned wages of each employee who individually authorizes such deduction in writing on the following form. The Company will remit such dues and initiation fees monthly to the authorized representative of the Union.

AUTHORIZATION FOR CHECK-OFF OF DUES

TO:

I hereby assign to the United Automobile, Aerospace, Agricultural Implement Workers of America (U.A.W.) from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the Financial Security of said Association may certify as due and owing from me as an initiation or reinstatement fee, and monthly dues in the amount of $_____ per month, or such amount as may hereafter be established by the Union and become due it as my monthly membership dues in said Union. I authorize and direct you to deduct such amounts from my pay and remit same to the Union at such time and in such manner as may be agreed upon between the Company and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be effective and irrevocable for the period of one (1) year, or until the termination of the current collective bargaining agreement between the Company and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be effective and irrevocable for successive periods of one (1) year each, or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union within the last fifteen (15) days prior to the expiration of each period of one (1) year of or each applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of the Labor/Management Relations Act of 1947, and otherwise.

Signature_____ Date:_____

Address_____ Clock #_____

_____ Dept._____

Section 3. The Union agrees that membership solicitation and the conduct of internal union business shall not interfere with production.

Section 4. The Union hereby indemnifies the Company and holds it harmless against any and all financial liabilities that shall arise out of or by reason of any action taken by the Company for the purpose of complying with the foregoing provisions of this Article, or in reliance on any authorization or certification that shall have been furnished to the Company under any of such provisions.

Exhibit 7

Section 5. The Company will notify all new employees that upon completion of thirty (30) days of employment, they must join the Union, and that they shall remain members in good standing as a condition of employment.

ARTICLE III – MANAGEMENT

Except as otherwise expressly limited by this Agreement, all functions of management not otherwise relinquished or limited shall remain vested exclusively in the Company, including, but not limited to the following: manage the Company's plant and business and direct the working force, including the right to plan, direct, and control operations and use all equipment and other property of the Company; hire, discipline, or discharge employees for just cause; transfer or relieve employees from duty for lack of work or other legitimate reasons; determine production schedules, work assignments, work schedules and supervision of each employee; initiate new methods and processes; introduce production methods or facilities; and establish and maintain reasonable rules and regulations covering the operation of the plant, provided that these rights shall not be exercised in any manner which would constitute a breach of any other Article of this Agreement.

The Company shall have the right to study, develop, and implement new work methods and processes to improve the productivity and effectiveness of the maintenance and other unit functions. The Company shall have the right to take steps it deems necessary to improve the productivity and effectiveness of those functions, including but not limited to, the right to assign and reassign work to employees within job classifications covered herein, to combine or eliminate job functions within job classifications, to lay off or recall employees, and to require employees to complete paperwork as deemed necessary by the Company. This shall not be deemed to limit in any way the Company's inherent management rights.

No work normally and customarily performed at the Irwindale Brewery by employees covered here will be transferred, assigned or conveyed in whole or in part by

the Company to any plant of another employer or to any other employer or self-employed person, provided that the foregoing shall not apply with respect to new installation or new construction work (not including routine replacement), major jobs, and other work including but not limited to warranty work, work related to insurance coverage, work for which employees do not have the skills to perform, work which involves timing requirements, work for which the Company does not have the necessary equipment or facilities, work for which the Company does not have available qualified employees employed under this Agreement to perform, or work of an emergency nature.

Nothing herein or in the practices of the Company shall limit the Company's right to subcontract new installations, new construction work, major jobs, and work related thereto, even when employees are on layoff. The Company may on occasion elect to perform such work in-house, but this shall not restrict the Company's right to revert to subcontracting such work.

Any alleged breach of the Agreement by virtue of the exercise by the Company of any of the above specified rights may be subject to challenge by the Union by resort to the grievance procedure contained herein.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. In the event of a grievance or dispute between the parties, resort to the use of the established grievance procedure as herein provided must be made; provided, however, that this shall not be construed as requiring the originator to process a grievance which it considers as having no merit.

Step 1. A grievance shall be filed within five (5) working days from the date of occurrence of the event giving rise to the grievance. The grievance shall be discussed between the grievant and the supervisor. The Shop Steward shall be present if requested. The supervisor shall give their answer orally within five (5) working days. The parties agree that any settlement of a grievance between them

at Step 1 shall not establish precedent or conflict in any manner with the provisions of this Agreement.

Step 2. If the grievance is not resolved at Step 1, then the grievance shall be reduced to writing and submitted to the Company within five (5) working days from the date the supervisor gave their answer in Step 1. The day shift Shop Steward will meet with the person designated by the Company within the department to handle Step 2 matters within five (5) working days after the written grievance is submitted to the Company. The Company shall give an answer to the Union in writing within five (5) working days of the meeting.

Step 3. If the grievance is not resolved at Step 2, then the grievance shall be discussed at a mutually agreed upon meeting by the Chairman and the Labor Relations Manager or their designated representatives. The Company shall give an answer to the Union, in writing, within five (5) working days of this meeting.

Step 4. If the grievance is not settled at Step 3, then either the Union or the Company may submit the grievance to arbitration within ten (10) working days of the Company answer in Step 3 by written notice. If arbitration is requested, then the party submitting the matter to arbitration shall request that the Federal Mediation and Conciliation Service furnish a panel of seven (7) arbitrators to the parties. Either party shall have the right to reject the first list submitted by the F.M.C.S. before going through the striking procedure. The order in which the names on the list shall be stuck shall be determined by lot; that is, the toss of a coin. The winner of the toss shall have the choice with the respect to proceeding with striking a name first or second. Thereafter, the parties shall alternately strike names until only one name remains and that person shall thereupon be accepted as the arbitrator. The arbitrator selected by the parties shall hold a hearing and shall render a final and binding decision. The fee and expense of the arbitrator shall be divided equally between the Union and the Company. Each party shall be

Exhibit 7

responsible for the cost of their respective representatives and witnesses appearing at the hearing. The jurisdiction of the arbitrator shall be limited to interpreting or determining compliance with the terms of the Agreement. The arbitrator shall not have authority to add to or detract from or alter or disregard the provisions of this Agreement in any way. Failure by the Company to answer a grievance within the time limits provided at Steps 1 and 2 shall result in the grievance being automatically appealed to the next higher step. Time limits as set forth in this Section may be extended by mutual consent of the parties.

Section 2. An official representative of the Union may have access to the plant but only upon notification to the management.

Section 3. For time actually spent in third step grievance meetings only, the Company will pay up to two (2) local union officials the time necessarily lost by them from their regular schedule (excluding time in excess of regular schedule). These officials shall be the Chairman and the Steward from the shift from which the grievance has arisen.

ARTICLE V - NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement, there shall be no strikes, slowdowns, sympathy strikes, withdrawal of employees, intentional interruptions or impeding of work or any other form of work stoppage and the Union shall not authorize, ratify or condone any such action. In the event of any violations of this Section, the Union will take all reasonable steps, as promptly as possible, to cause the cessation of the work stoppage and shall not encourage, aid or sanction the actions of employees in violation of this Section. Individuals or groups of individuals acting or conducting themselves in violation of the terms of this Article shall automatically forfeit any benefits under this Agreement and may be summarily dealt with by the Company, at its discretion, by reprimand, a layoff without pay, suspension, or discharge, and any appeal to the grievance procedure relative to such action by the Company shall be limited as to

whether or not the employee did violate the provisions of this Article. It is also recognized that discipline for violations of this Article need not be equal between all violators.

It is specifically agreed that, in the event of a strike or other work stoppage in violation of this Article, the Employer may petition an appropriate court for injunctive relief to restrain the work stoppage and the court shall have the power to issue an order for such relief.

The parties agree that discharge or such other discipline referred to above which the Company may see fit to issue is the appropriate penalty for violation of provisions of this Article in any case but this shall not preclude reinstatement and restoration of seniority with back pay in a case where it is established that the discharged, suspended or laid off employee did not in fact engage in or participate in a violation of the provisions of this Article.

Section 2. The Union agrees through its elected and appointed officers to immediately order employees whom they represent to terminate promptly any threatened or actual violation of Section 1 of this Article by such employees. Such officials shall also return to work themselves, refuse to aid or assist in any way such unauthorized action, and make every other reasonable effort to terminate such unauthorized action. It is expressly understood that the failure of any elected or appointed official to act in accordance with the above shall be grounds for discipline, up to and including discharge, in addition to and separate from any discipline which might be imposed as a result of such individual's participation in any unauthorized action.

Section 3. The Company shall not lock out employees during the term of this Agreement.

Section 4. In the event of an unauthorized work stoppage of any nature as described in Section 1 above, the Union shall, in good faith, take affirmative action to

persuade the individuals or group of individuals to return to work in compliance with the term of this Agreement.

Section 5. The Union shall not be liable to the Company in damages for any such unauthorized work stoppage provided that the Union complies with Section 4 above.

ARTICLE VI - SENIORITY

Section 1. Seniority is defined as the employee's length of continuous service with the Company commencing with this most recent date of hire in the bargaining unit.

Section 2. New employees will, without exception, be required to serve a probationary period of one hundred eighty (180) calendar days subject to retention or dismissal at the sole discretion of the Company during that period. When an employee has completed such one hundred eighty (180) calendar day period, this seniority will revert to this most recent date of hire and he will be subject to all of the terms and conditions of this Agreement. The one hundred eighty (180) calendar day period may be extended by mutual agreement between Company and Union.

Section 3. Seniority is terminated under any of the following conditions:

A. Resignation or retirement.

B. Discharge or dismissal.

C. Layoff which extends beyond twelve (12) months.

D. Failure to return from layoff within five (5) working days after notification is sent to the employee's address as shown on the records of the Company provided that such time may be extended for reasons satisfactory to the Company.

E. Sick leave which extends beyond twelve (12) months (except for leaves for industrial injury) or failure to return to work at the end of a period of disability.

F. Continuous absence from work for more than four (4) consecutive working days without explanation satisfactory to the Company.

G. Failure to report to work at the end of an authorized leave of absence.

H. Obtaining a leave of absence by giving false reasons or engaging in other employment during such leave without prior Company approval.

Section 4. Any employee who, during the term of this Agreement, shall be transferred to a position with the Company outside the bargaining unit and who, during the term of this Agreement, is returned by the Company to a position within the bargaining unit, within one (1) year of the date of transfer out of the bargaining unit, will be credited with all of the bargaining unit seniority he/she had accumulated as of this date of transfer out of the bargaining unit. Such an employee, however, is entitled to no seniority credit for service with the Company outside of the bargaining unit.

Such an employee when he/she is returned to the bargaining unit will be placed on whatever job this seniority and qualifications then entitle him.

Section 5. For purposes of layoff and shift assignment, the elected Chairperson shall have highest seniority while serving in that capacity.

By November 1 of each year, all Mechanics who have completed their probationary period will be required to indicate their shift of preference, as well as their alternative shifts of preference, on a form provided by the Company. Shift assignments for other than Planner/Scheduler will be made on the basis of seniority and staffing needs. Such shift assignments will commence the first full week of January. Should an employee fail to submit a shift preference form, the Company will designate the shift assignment.

Mechanics will be afforded the opportunity to perform the Planner/Scheduler duties for a period not to exceed thirty (30) months. This period may only be extended beyond thirty (30) months by mutual agreement between the Company and Union.

Mechanics assigned to Predictive Maintenance may be temporarily assigned to any shift for up to 30 days. Notification of such assignment will be made at least two weeks prior to the assignment.

Exhibit 7

When a vacancy occurs, skill and qualifications being relatively equal, shift preference shall be given to the employee having the highest seniority.

Employees assigned to the BEST Team shall not be subject to this section. Members of the BEST team will be assigned by management, taking into consideration the employee's skills and abilities which could involve assignments out of seniority order. Said individuals may be assigned to a shift regardless of seniority standing, provided the employee has one (1) or more years of seniority. Additionally, BEST team members may be assigned to any shift for the purpose of training.

ARTICLE VII - LAYOFF AND RECALL

Section 1. When it becomes necessary to lay off employees or to recall employees from layoff, it will be the objective of the Company to make such layoff and recall in accordance with seniority, always provided, however, that the employees to be retained or called back have the necessary qualifications to perform the available work. To accomplish the objective, layoff and recall will proceed as follows:

A. When it becomes necessary for the Company to lay off employees for lack of work, employees shall be laid off in the inverse order of their seniority by job classification. When work becomes available, employees will be recalled in order of seniority provided they have the qualifications to perform the job. Employees who refuse recall to their former classification shall lose all rights to further recall.

Section 2. These layoff procedures will not apply when it becomes necessary, due to temporary emergency conditions, to shut down a job for a brief period, not to exceed seven (7) days. In such cases, the regular employee on the job may be laid off for such period, but before they are laid off for such period, the Company will endeavor to place them in an open job, if any, for which he has the necessary qualifications.

Section 3. When a laid off employee is to be called back to work, they will be notified by certified letter, return receipt requested, sent to their address as shown on the

records of the Company. An employee shall have five (5) working days to return to work from layoff, unless such period is extended for reasons satisfactory to the Company.

Section 4. An employee who becomes subject to layoff expected to last more than seven (7) days will be notified at least twenty-four (24) hours in advance of the layoff. Such notice is not required for disciplinary layoff or when layoff is due to conditions beyond the control of the Company.

Section 5. The Company agrees that, during the term of this Agreement, it will not produce or perpetuate layoffs through the use of temporary help agencies (i.e., Manpower, Inc., Instant Help, etc.)

ARTICLE VIII - HOURS AND OVERTIME

Section 1. This Article is intended only to provide the basis of the workday, workweek, and the calculation of overtime, and shall not be construed as a guarantee of hours of work per day or per week.

Section 2. The scheduled work week for Mechanics shall commence with the third shift Sunday night, and end at the conclusion of the second shift on Friday.

Section 3. Seven and one-half (7-1/2) consecutive hours shall constitute a day of work, and five (5) such days with two (2) consecutive days off shall constitute the Mechanic's work week except where a change of shift requires a Mechanic to come in one shift less than two (2) consecutive days or one shift more than two (2) consecutive days. The Company reserves the right to schedule employees for eight (8) consecutive hours.

Section 4. The first or day shift shall start no earlier than 6:30 a.m. and no later than 8:30 a.m. However, when weather conditions warrant it or between the months of May to September, the parties may mutually agree to assign Gardeners to start no earlier than 5:00 a.m., and such employees shall not be entitled to receive any shift differential. The second shift shall start no earlier than 2:30 p.m. and no later than 4:30 p.m., and the

third shift shall start no earlier than 10:30 p.m. and no later than 12:30 a.m. Start time windows may be extended by mutual agreement between the parties.

Section 5. The regularly scheduled work week shall not be changed, except in an emergency or as provided elsewhere herein. No employee covered by this policy may be laid off for a fractional part of a day of the employee's work week.

Section 6. It is recognized that it may be necessary from time to time to require overtime. When such necessity arises, employees on the shift with the lowest number of overtime hours will be required to work overtime, provided the overtime has been offered previously to the other employees on the shift. No claim for overtime shall be put in unless authorized by supervision. In no event will overtime go unattended.

Section 7. Two alternative work schedules will be utilized for the employees in this group.

The first is the 7-2-2-3 schedule and will consist of seven (7) days of work followed by two (2) days off without pay. These days off will be followed by a second period of seven (7) consecutive days of work followed by two (2) consecutive days off without pay. These two (2) days off will be followed by a third period of seven (7) consecutive days of work followed by three (3) consecutive days off without pay.

The second work schedule is five (5) days of work with two (2) days off without pay.

The Company reserves the right to utilize either of these schedules and to change from one work schedule to the other upon advance notice to the employees involved. The Company will give employees at least fourteen (14) days advance notice of discontinuation of the 7-2-2-3 schedule.

Section 8. Employees who report to work on one of their regularly scheduled workdays shall be guaranteed a minimum of four (4) hours pay at their regular base rate of pay, provided, however, that the above provision shall not apply in the event of work suspension due to causes beyond the Company's control including strike and material

Exhibit 7

shortage. If, four (4) hours in advance of the start of the shift, the Company has knowledge of a suspension of work, it will make an effort to contact the employees.

A. The first five (5) days worked in the employee's scheduled workweek are straight time days. All time worked in excess of seven and one-half (7-1/2) hours on straight time days are daily overtime.

B. Time and one-half (1-1/2) the employee's straight time hourly rate shall be paid to a Mechanic on a 7-2-2-3 schedule:

1. For the first four and one-half (4-1/2) hours of daily overtime;

2. For the first seven and one-half (7-1/2) hours on Saturday provided the employee has worked their regular work week schedule.

3. For the first seven and one-half (7-1/2) hours of work performed on the employee's scheduled day(s) off provided the employee has worked their regular work week schedule.

C. Two (2) times the employee's straight time hourly rate shall be paid to a Mechanic on a 7-2-2-3 schedule:

1. For all daily overtime in excess of four and one-half (4-1/2) hours;

2. For all overtime worked on Saturday in excess of seven and one-half (7-1/2) hours;

3. For all hours worked on Sunday provided the employee has worked their regular work week schedule.

D. Time and one-half (1-1/2) the employee's straight time hourly rate shall be paid to a Mechanic on a 5-2 schedule:

1. For the first four (4) hours of daily overtime.

2. For the first seven and one-half (7-1/2) hours worked on Saturday provided the employee has worked forty (40) hours in the work week and after gardeners have worked their regular work week schedule.

Exhibit 7

E. Two (2) times the employee's straight time hourly rate shall be paid to a Mechanic on a 5-2 schedule provided the employee has worked forty (40) hours in the work week and after gardeners have worked their regular work week schedule.

1. For all daily overtime worked in excess of four (4) hours overtime;

2. For all overtime worked on Saturday in excess of seven and one-half (7-1/2) hours;

3. For all hours worked on Sunday provided the employee has worked forty (40) hours in the work week and after gardeners have worked their regular work week schedule.

F. When overtime, in excess of four (4) hours, is required of a Mechanic before or after a regularly completed shift, a one-half (1/2) hour meal period on Company time shall be granted during such overtime and every consecutive four (4) hour period of overtime thereafter.

Section 9. When a Mechanic is called to the job in an emergency or outside of this assigned shift, he/she shall be guaranteed four (4) hours pay at the applicable overtime rate. This provision shall not apply to overtime schedule prior to the employee leaving this next preceding shift.

Section 10. BEST Team members may be scheduled or called in to perform overtime work within their team regardless of their position on the overtime roster.

ARTICLE IX - ASSIGNMENTS

Section 1. When compressor, boiler or refrigeration equipment is in operation, there shall be an Operator in the machine or boiler room in accordance with Article I of this Agreement.

Section 2. If work is being performed on a piece of equipment for which no operational backup exists or for which the time required to activate a backup would be

Exhibit 7

longer than the projected repair time of the down equipment and such outage is likely to have an immediate effect on safety, product quality, or production, the employee(s) assigned to the job may be required at the Company's option to remain on the job for a reasonable period.

Section 3. In case of an emergency, employees may double over for such period as may be necessary in order to enable the Company to secure a replacement; provided, however, that no employee when doubling over shall work more than sixteen (16) consecutive hours.

Section 4. When an employee is called to the job in an emergency or outside of this assigned shift, he/she shall be guaranteed four (4) hours pay at the applicable overtime rate. This provision shall not apply to overtime scheduled prior to the employee leaving this next preceding shift.

ARTICLE X - DISCIPLINARY ACTION AND DISCHARGE

Section 2. The Company will advise the Union of all disciplinary actions or discharges immediately.

Section 3. Grievances alleging wrongful discharge or improper disciplinary suspension may be entered immediately at the third step of the grievance procedure.

Section 4. Any employee who may be disciplined or discharged shall, upon request, be offered an interview with this Steward.

ARTICLE XI - LEAVES OF ABSENCE

Section 1. Leaves of absence for illness or injury shall be granted by the Company, to employees who have completed their probationary period, upon application therefore and upon presentation of medical evidence of illness or injury which includes an estimate of the length of disability. Such leaves of absence shall not exceed one (1) year; however, leaves for illness or injury for which the Company is held responsible under State Worker's Compensation Law shall continue for the duration of the disability.

Upon return to work from a leave of absence for illness or injury, employees must present satisfactory evidence that they are thus able to perform their work.

Section 2. An employee who has completed their probationary period and is called to serve on a municipal, county, state, federal or grand jury shall be granted time off from regularly scheduled workdays to perform such jury service and shall be paid for the time necessarily lost based on the difference between jury pay and straight time day shift rate for each day of such service up to a maximum of fifteen (15) days per calendar year. The employee must furnish the Company with satisfactory evidence of such jury service, the duration thereof, and the pay received as a juror. The Company has the right, for purposes of this provision, to schedule another employee on a different shift.

Section 3. In the event of a death in an immediate family (mother, father, spouse, children, brothers, sisters, mother-in-law, father-in-law, stepfather, stepmother, half-brother, half-sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandchildren, grandparents and spouse's grandparents), the employee shall be given three (3) days of leave, and he/she shall be paid their regular straight time rate of pay for such leave provided that the employee attends the funeral. This provision shall be applicable only to an employee who is scheduled to work at the time of and immediately following the death. Saturdays, Sundays and holidays shall not be included as part of the leave unless such days are regularly scheduled workdays for the employee. Such leave, if taken, must be taken at the time of death. Notice of intended leave must be given to the Company as much in advance of the commencement of the leave as is possible.

Section 4. The Company may grant a leave of absence for personal reasons for employees of one (1) or more years of service, not to exceed ninety (90) days in any twelve (12) month period. Employees of less than one (1) year's service will be granted leave of absence only for compelling reasons, such as serious illness or death in the family. Seniority shall remain unbroken but shall not accumulate during such authorized

leaves of absence longer than thirty (30) days. Employees shall not accrue any rights or compensation while on leave of absence.

Section 5. The Company shall have the right to call in temporary help to discharge the duties of an employee who is on the sick or injured list. Upon the return of such regular employee, the Company shall be entitled to discharge such temporary employee as may have been fulfilling the duties of said sick or injured employee regardless of the duration of sickness or injury.

Section 6. Any employee, other than a temporary employee, leaving this position as an inductee of the Armed Land and Naval Forces of the United States under the provisions of the Selective Training Service Act of 1940 shall, upon completion of this period of training under Section 3(b) of that Act, or that period of enlistment, be restored to this former position, according to the seniority held at the time of induction, provided he/she is capable of performing the duties of such position and has reported for work within ninety (90) days following this discharge from such service. Upon the reinstatement of any such person to their position, the Company shall be permitted to discharge such employee as such returned serviceman shall displace. In the event other or different legislation on this subject is adopted, the parties will meet and discuss the same. Employees returning from military service shall be reinstated under government rules and regulations.

Section 7. An employee who is absent because of bona fide sickness or injury which is not covered by worker's compensation shall be entitled to not exceed five (5) days' sick leave in a twelve (12) consecutive month. To be credited with five (5) days' sick leave as of January 1 each year, an employee must have completed forty-five (45) weeks of employment within the prior twelve (12) consecutive month period. An employee shall be paid the balance of any sick leave to this credit which is unused at the end of the year. The Company may require a doctor's certificate.

ARTICLE XII - SAFETY AND HEALTH

Section 1. It is the policy of the Company to take reasonable precautions to protect the safety and health of its employees, and to require its employees to work safely. The Company, in furtherance of this policy, will regularly establish safety rules governing the employees and the operations of the plant as circumstances require.

Section 2. The Union and the employees agree to abide by the rules established in accordance with Section 1 of this Article.

Section 3. Employees injured in industrial accidents arising out of their employment will, on the day of initial treatment only, be compensated at their regular hourly rate plus shift differential, if applicable, for time necessarily lost from their regular schedule due to treatment. In the event that the injury is such that the employee is advised by the Company physician not to return to work, they will be compensated for the balance of their scheduled shift. Compensation for treatment under this Section shall not be paid more than once for any single injury incident. Any follow-up medical treatment will be on the employee's own time.

Follow-up or continuing medical treatment which is necessary following a work-related injury shall be scheduled during non-work hours.

Section 4. If an employee is receiving Workers Compensation benefits due to injuries/illness sustained in the performance of Process Safety duties, the Company agrees to provide a Workers' Compensation supplement in the amount of $150 per week, less applicable deductions, for a maximum of 52 weeks.

Section 5. If it becomes necessary for the Company and the Union to have a meeting concerning safety, the Union may be represented by the Local Union Chairman or this designated representative, and the designated steward from the shift desiring to discuss the safety concern. A meeting can be requested by either party.

ARTICLE XIII - SUPERVISORY EMPLOYEES

Supervisory employees will not perform work normally done by employees in the bargaining unit except in emergencies (including emergencies caused by absenteeism or tardiness) or where the work is of an experimental or instructional nature.

ARTICLE XIV - PENSION, GROUP INSURANCE, AND HEALTH BENEFITS

Section 1. The Company agrees to provide Group Insurance and Health Benefits Programs as agreed upon between the parties for full-time employees covered by this bargaining agreement and their eligible dependents (including children to age 26) during the life of this Agreement.

A. Life Insurance in accordance with the Benefit Program Handbook will be paid to the beneficiary on file per the following schedule:

Effective 1/1/2016	Effective 1/1/2017	Effective 1/1/2018
$53,000	$54,000	$55,000

When the life insurance amount is greater than $50,000, the cost of the life insurance over $50,000 will be imputed as taxable income each pay period, as required by IRS rules, and federal taxes will be withheld.

B. Accidental Death and Dismemberment in accordance with the Benefit Program Handbook will be paid to the beneficiary on file per the following schedule:

Effective	Effective	Effective
1/1/2016	1/1/2017	1/1/2018
$53,000	$54,000	$55,000

It is understood that the Group Insurance and Health Benefits Program will be provided by such carriers as the Company may select or by self-insurance by the

Company. The benefits provided herein shall be offset by the amount of any benefit for which a covered employee or dependent is eligible as a result of coverage under another group plan.

C. Employer shall not be responsible for any penalties that may arise under Section 4980H of the Internal revenue Code ("4980H Penalties") with respect to employees' health plan coverage provided through Western Alliance Trust (or any other provider) ("Multi-employer Plan Coverage"). In the event that Employer reasonably determines that, under applicable law, it could be held responsible for any 4980H Penalties associated with Employees' Multi-Employer Plan Coverage, Employer reserves the right to immediately cease contributions for such Multi-Employer Plan Coverage and to instead offer eligible employees coverage under a plan of the Employer that is designed to avoid 4980H Penalties.

The employee, and not the Company shall be responsible for any portion of any excise tax on high-cost employer-sponsored health coverage under Section 4908I(a) of the Internal Revenue Code that results from an employee's covered under a plan sponsored by the Western Alliance Trust..

Section 2. The Benefits Program Handbook shall be the controlling document for the Health Benefits Program. The Group Policy will be the controlling document for life insurance provided under the Group Insurance Plan. For both plans, the Benefits Program Handbook shall set forth the provisions including eligibility, commencement, claims administration and rights and protections as required by the Employee Retirement Income Security Act (ERISA).

Section 3. The above Group Insurance and Health Benefits Programs shall also be subject to the following:

A. An Employee and Eligible Dependents shall be covered the first day of the second month following the month of hire or rehire.

B. Employee and dependent coverage will end on the date employment ends, or the employee stops working full time.

C. Dependent coverage will end when a dependent no longer meets the eligibility requirements for plan participation. However, coverage for a dependent, unmarried child who is mentally or physically handicapped and incapable of self-support will continue, provided proof of the handicap is submitted to the Company within thirty-one (31) days of the time coverage would normally end.

D. If an Employee is laid off Life Insurance, Accidental Death and Dismemberment Insurance, and Health Benefits coverage will cease at the end of the calendar month following the month of layoff. If an Employee takes an approved leave of absence under FMLA, Life Insurance, Accidental Death and Dismemberment Insurance, and Health Benefits coverage will cease at the end of the third calendar month following the month of leave.

E. Employees with more than three (3) months of continuous service with the Company who are absent due to non-occupational extended illness shall have their Life Insurance and Health Benefits Programs coverage continued for up to twelve (12) months from the inception of the disability, or retire under the MillerCoors LLC Consolidated Retirement and Thrift Savings Plan, or until covered by other group insurance.

F. Life Insurance and Health Benefits Programs coverage for any Employee who sustains an industrial injury shall be continued for such period that worker's compensation benefits are payable on a weekly basis, or until retirement under the MillerCoors LLC Consolidated Retirement and Thrift Plan, whichever occurs first, but not to exceed one year (365 days) from the last day of actual work.

G. If an Employee returns from layoff within one (1) year from the effective date of the layoff, coverage will be reinstated immediately.

H. Health benefits coverage shall continue for the covered dependents of a deceased active Employee to the end of the month following the month in which death occurred.

I. When an Employee or dependent of an Employee becomes eligible for Medicare, the MillerCoors medical program will continue to be the primary coverage.

J. In all instances, and notwithstanding the provisions in this section, the Group Life Insurance and Health Benefits coverage will terminate immediately upon qualification for and coverage under any Group Health and Welfare Plan provided by another employer that the employee becomes entitled to by reason of employment with another employer.

Section 4. Retiree Health Care

Effective January 1, 2014 spouses are eligible for coverage under the retiree only if they were a dependent prior to the date of retirement. The spouse is not required to be enrolled in the employee's coverage as of the date of retirement. Any newly acquired spouses after an employee's retirement are not eligible for coverage under the plan.

Persons retiring hired, rehired or transferred into the bargaining unit prior to November 1, 2014 and retire after November 1, 2014 but before January 1, 2017 will be responsible for paying an amount equal to 7 % of the cost of retiree health care. For persons who are not yet Medicare eligible, the contribution will be based on the cost of the Retiree Comprehensive Plan. For persons who are eligible for Medicare, the contribution will be based on the cost of the Medicare Supplemental Plan. These Plans are described in the Summary Plan Description which is included in the Employee Handbook. Retirees will receive a monthly invoice for coverage. Failure to pay this invoice on a timely basis will result in termination of coverage.

Retirements effective after January 1, 2017 – Pre-Medicare Retirees

Through December 31, 2017, retirees will be provided with the Retiree Comprehensive plan by MillerCoors and retirees will pay for coverage as described above.

Effective January 1, 2018, or at the same time that non-union retirees of the company move to a similar arrangement, if later, MillerCoors will provide each pre-Medicare retiree and each eligible pre-Medicare spouse of a retiree with a Retiree Healthcare Account to be used by the individual to purchase individual coverage. This account can also be used for out-of-pocket expenses incurred under an individual medical policy and are not considered taxable income. For 2018, the company will provide funding of $11,850 for each retired person (retiree and spouse). This amount will increase by the lessor of CPI-U or 5% on January 1, 2019 and every January 1st thereafter. Employees who retire mid-year will receive a pro-rated contribution equal to the number of months remaining in the year they retire. For example a June 1st retiree will receive 7 months (7/12) of the annual funding. In no event will the amount provided exceed the actual eligible expenses incurred by the retiree and unused funds do not roll over from year to year.

The retiree and spouse will continue to be eligible for reimbursements from the account until they turn age 65 and become eligible for Medicare.

Upon the death of a retiree the spouse will continue to be eligible for the reimbursement account for up to 24 months or until Medicare eligible, whichever occurs first.

MillerCoors will provide support for retirees to purchase individual coverage in the form of a vendor who specializes in individual plan enrollment and reimbursement processing.

Retirements effective after January 1, 2017 – Medicare eligible Retirees

Exhibit 7

Effective January 1, 2017, the Company will no longer provide group medical plan coverage to Medicare eligible retirees or spouses who retire after January 1, 2016. Instead, the company will provide each eligible retired person (retiree and/or spouse) with a Retiree Healthcare Account. The funds allocated by MillerCoors to the account can be used by the retiree to purchase an individual Medicare Supplemental policy and/or reimbursement for out-of-pocket medical expenses, and are not considered taxable income.

The initial amount allocated to each retired person (retiree and spouse) in 2017 upon turning age 65 will be $1,525 annually for a retiree, plus $1,525 for the retiree's eligible spouse. This amount will increase by the lessor of CPI-U or 5% on January 1, 2018 and every January 1st thereafter. In no event will the amount provided exceed the actual eligible expenses incurred by the retiree and unused funds do not roll over from year to year.

Employees who retire mid-year will receive a pro-rated contribution equal to the number of months remaining in the year they retire. For example a June 1st retiree will receive 7 months (7/12) of the annual funding.

Upon the death of the retiree, if the surviving spouse is Medicare eligible, the account will be closed and no further reimbursement provided. If the spouse is not yet Medicare eligible, they will be provided the applicable pre-Medicare retiree benefits for the earlier of 24 months or until the spouse becomes Medicare eligible.

Retirees or spouses who become eligible for Medicare Parts A and B prior to age 65 will be provided a retiree health coverage as described above for persons who are not yet eligible for Medicare Parts A and B.

MillerCoors will provide support for retirees and spouses to purchase individual Medicare supplemental coverage in the form of a vendor who specializes in individual supplemental plan enrollment and reimbursement processing.

Persons hired, rehired or transferred into the bargaining unit on or after November 1, 2014 are not eligible for any company-provided medical coverage.

Section 5. Retirement and Thrift Savings Plan – Company Contributions

The Company agrees to provide a defined contribution retirement plan for eligible employees covered by this bargaining agreement. Employees covered by this Agreement shall be eligible to participate in the MillerCoors LLC Consolidated Retirement and Thrift Savings Plan Applicable to the Irwindale UAW (the DC Plan) on the first day of full-time employment.

The Plan Document for the MillerCoors LLC Consolidated Retirement and Thrift Savings Plan Applicable to the Irwindale UAW shall be the controlling document and shall set forth the Plan terms relative to eligibility, participation, benefits, financing, and administration as required by the Employee Retirement Income Security Act (ERISA).

The Company shall pay the following amounts on a per-hour basis into the DC Plan, for each hour worked or paid for under the agreement effective with the employee's eligibility under the DC Plan.

Effective: November 22, 2015	$4.39
Effective: November 20, 2016	$4.44
Effective: November 19, 2017	$4.49

Effective January 1, 2007, employees will become fully vested in any Company contributions after completion of three years of vesting service. A year of vesting service is credited for each anniversary year of service the employee completes with the Company or a related employer. (Prior to January 1, 2007, vesting was five year cliff vesting based on hours worked).

Section 6. Retirement and Thrift Savings Plan – Voluntary Pre-Tax Contributions

Each employee may voluntarily contribute a percentage of pay to the DC Plan. Effective January 1, 2015, a new Roth 401(k) option was made available in the DC

Plan. A Roth 401(k) provides the option of contributing to the Plan on an after-tax basis. Additionally, employees may convert existing amounts in before-tax Plan accounts to Designated Roth 401(k) accounts. However, employees are responsible for paying taxes on the amount converted for the tax year in which the conversion occurs.

Employees may voluntarily contribute to a traditional before-tax 401(k), Roth 401(k), or a combination of the two, however the combined contributions cannot exceed the annual IRS limit ($18,000 for 2015 or $24,000 if age 50 or older) by the end of the year. The maximum before-tax contributions is 75% of pay, the maximum of after-tax Roth 401(k) contributions is 55% of pay, and the maximum combined before-tax and after-tax Roth 401(k) contribution is 55%. The total amount contributed may not exceed any amounts set by law or necessary to meet any mandatory deductions.

Effective January 1, 2016, each newly hired employee will be automatically enrolled in the DC Plan at a before-tax contribution rate of 4% unless they change their contribution rate to 0% or another percentage amount before the automatic enrollment takes effect on their eligibility date. If the employee is automatically enrolled, their contributions will be invested in a lifecycle fund based on their date of birth and assuming a retirement age of 65. Lifecycle funds provide an automatic investment mix that becomes continually more conservative with the passage of time.

The Company will provide the employee with the opportunity to make catch-up contributions as allowed by the Economic Growth and Tax Relief Reconciliation Act of 2001. It is understood that should the Company decide to change the DC Plan record-keeper, the Company will continue to provide similar investment options under the DC Plan.

Section 7. Retirement and Thrift Savings Plan – Other Provisions

Charges rendered by the DC Plan's record-keeper resulting from the implementation of a Qualified Domestic Relations Order (QDRO) are the responsibility of the participant and/or the participant's Alternate Payee.

Distribution shall become available under the DC Plan only upon termination of employment (distribution upon death would be made to the employee's beneficiary, which in the case of married employees, would be the spouse unless someone else is designated with spousal consent). Effective for any employee who dies on or after January 1, 2012, an employee's same sex domestic partner shall be treated as the employee's spouse for the sole purpose of determining any pre-retirement survivor benefits under the DC Plan, if he/she is designated as the primary beneficiary under the DC Plan. In the event of either retirement or termination, Roth 401(k) earnings may be withdrawn tax-free as long as five tax years have passed since the first Roth 401(k) contribution or any conversion of before-tax amounts to a Designated Roth 401(k) account, and the employee is at least age 59½. In the event of death, beneficiaries may be able to receive distributions tax-free if the employee started making Roth 401(k) contributions or completed a conversion more than five tax years prior to the distribution. In the event of employee disability earnings can be withdrawn tax-free if it has been five tax years from the first Roth 401(k) contribution or conversion

Employees shall be fully vested in their voluntary pre-tax accounts at all times. Employees will be able to invest their contributions in the investment options offered under the DC Plan. Employees may change their investment election or contribution rate, including termination of contributions which otherwise would have been made during the remainder of the year at any time by contacting the MillerCoors Benefits Service Center at (800) 956-2363, Monday thru Friday between 8:30 a.m. and 8 p.m. Eastern time, or online via Fidelity NetBenefits® at www.netbenefits.com/millercoors.

Exhibit 7

Loans will be made available through the DC Plan. DC Plan participants will be responsible for any loan set up and administrative fees.

The employees shall be able to make hardship withdrawals from the DC Plan as set forth in the Benefits Program Handbook. In addition, effective January 1, 2013, the DC Plan will provide in-service withdrawals of an employee's deferrals at age 59 ½ and of company contributions at age 62, in accordance with the terms of the DC Plan.

The DC Plan shall be subject to the requirements of the Internal Revenue Code for tax qualified retirement plans, including particularly Internal Revenue Code Section 401(K).

ARTICLE XV - VACATIONS

Section 1. Employees upon the completion of forty-five (45) weeks of employment with the Company within not less than a period of twelve (12) consecutive months or more than twenty-four (24) consecutive months shall be entitled to the following vacation:

A. Upon completion of one (1) year of continuous service, employees shall be given one (1) week of vacation with pay.

B. Upon completion of two (2) years of continuous service, employees shall be given two (2) weeks of vacation with pay.

C. Upon completion of three (3) years of continuous service, employees shall be given three (3) weeks of vacation with pay.

D. Upon completion of five (5) years of continuous service, employees shall be given four (4) weeks of vacation with pay.

E. Upon completion of eight (8) years of continuous service, employees shall be given five (5) weeks of vacation with pay.

F. Upon completion of ten (10) years of continuous service, employees shall be given six (6) weeks of vacation with pay.

G. Upon completion of fifteen (15) years of continuous service, employees shall be given seven (7) weeks of vacation with pay.

H. Upon completion of twenty (20) years of continuous service, employees shall be given eight (8) weeks of vacation with pay.

Section 2. All employees hired after January 1, 2004 shall receive a maximum of six- (6) week of vacation in accordance with the schedule set forth above.

Section 3. The following vacation qualification provision applies to employees hired after January 1, 2010:

A. Upon completion of one (1) year of continuous service, employees shall be given one (1) week of vacation with pay.

B. Upon completion of two (2) years of continuous service, employees shall be given two (2) weeks of vacation with pay.

C. Upon completion of three (3) years of continuous service, employees shall be given three (3) weeks of vacation with pay.

D. Upon completion of nine (9) years of continuous service, employees shall be given four (4) weeks of vacation with pay.

E. Upon completion of sixteen (16) years of continuous service, employees shall be given five (5) weeks of vacation with pay.

F. Upon completion of twenty-four (24) years of continuous service, employees shall be given six (6) weeks of vacation with pay.

Section 4. All Mechanics and Gardeners will have a common anniversary date for purposes of vacation entitlement as follows:

a) Common anniversary date of January 1 for purposes of vacation entitlement.

b) New hires will be allowed to take pro-rata portion of vacations from date of hire to end of calendar year to be scheduled January 1 of the following year.

c) Any vacation entitlement pro-rated less than one (1) week must be taken consecutively.

Exhibit 7

Section 5. An employee must take the vacation for which he/she becomes eligible during the calendar year following attainment of eligibility.

Section 6.

A. A vacation week shall consist of seven (7) consecutive calendar days beginning on Sunday and ending on Saturday.

B. Vacations shall, to the extent possible, be scheduled at times requested by the employees, with longer service employees receiving preference as to the selection of weeks provided, however, that the final decision with respect to scheduling of vacations is reserved to the Company to insure the orderly operation of the plant.

C. Vacation selection shall be within the following groups on each shift:

- Mechanics
- BEST Team
- Gardeners

Section 7. Vacation pay shall be forty (40) times the employee's straight time hourly rate. There shall be no pre-payment of vacations.

Section 8. Each employee eligible for vacation shall submit vacation preferences on a form provided by the Company. Management will grant approvals based upon staffing needs and by length of service. Vacation selections shall be submitted by November 15 and scheduled by January 1. Vacation selections may be changed subject to management approval provided fifteen (15) days advance notice is given prior to the requested change.

Section 9. In the event of death or voluntary termination of employment of an employee entitled to vacation under this Article, such vacation pay and earnings as may be due such employee will be paid to him or to their heirs in accordance with the law.

Section 10. An employee continuously employed by the Company for ninety (90) days or more shall receive pro rata vacation pay on termination (other than layoff) as

Exhibit 7

follows: One-twelfth (1/12th) of the vacation pay he/she would have received if he/she had not been terminated for every one hundred forty (140) hours worked for the Employer toward this vacation since this last vacation eligibility date and within the period of two (2) years immediately preceding such termination. Pro rata vacation pay shall be paid to an employee upon termination if not recalled before June 30th following a layoff then on such June 30th. Any time paid for hereunder may not be counted toward any other vacation credit. No employee shall receive pro rata vacation pay if terminated for cause. Such provision shall not deprive an employee of any fully earned vacation pay.

Section 11. Upon termination of employment, employees will be paid all unused and pro rata vacation in a lump sum. Such vacation pay shall not be used to extend employment.

ARTICLE XVI - HOLIDAYS

Section 1. The following shall be considered legal holidays:

ARTICLE XVI - Holidays

2015

1.	THANKSGIVING DAY	THUR, NOV. 26, 2015
2.	DAY AFTER THANKSGIVING	FRI, NOV. 27, 2015
3.	CHRISTMAS EVE	THUR, DEC. 24, 2015
4.	CHRISTMAS DAY	FRI, DEC. 25, 2015
5.	NEW YEARS EVE	THUR, DEC. 31, 2015

2016

1.	NEW YEARS DAY	FRI, JAN, 1, 2016
2.	MARTIN LUTHER KING	MON, JAN, 18, 2016
3.	PRESIDENTS' DAY	MON, FEB. 15, 2016
4.	GOOD FRIDAY	FRI, MAR. 25, 2016
5.	MEMORIAL DAY	MON, MAY 30, 2016
6.	INDEPENDENCE DAY	MON, JULY 4, 2016
7.	LABOR DAY	MON, SEPT. 5, 2016
8.	COLUMBUS DAY	MON, OCT. 10, 2016
9.	VETERAN'S DAY	FRI, NOV. 11, 2016
10.	THANKSGIVING DAY	THUR, NOV. 24, 2016
11.	DAY AFTER THANKSGIVING	FRI, NOV. 25, 2016

Exhibit 7

12.CHRISTMAS EVE	FRI, DEC. 23, 2016
13.CHRISTMAS DAY	MON, DEC. 26, 2016
14.NEW YEARS EVE	FRI, DEC. 30, 2016

2017

1. NEW YEARS DAY	MON, JAN, 2, 2017
2. MARTIN LUTHER KING	MON, JAN, 16, 2017
3. PRESIDENTS' DAY	MON, FEB. 20, 2017
4. GOOD FRIDAY	FRI, APR. 14, 2017
5. MEMORIAL DAY	MON, MAY 29, 2017
6. INDEPENDENCE DAY	TUE, JULY 4, 2017
7. LABOR DAY	MON, SEPT. 4, 2017
8. COLUMBUS DAY	MON, OCT. 9, 2017
9. VETERAN'S DAY	FRI, NOV. 10, 2017
10.THANKSGIVING DAY	THUR,NOV. 23, 2017
11.DAY AFTER THANKSGIVING	FRI, NOV. 24, 2017
12.CHRISTMAS EVE	MON, DEC. 25, 2017
13.CHRISTMAS DAY	TUES,DEC. 26, 2017
14.NEW YEARS EVE	MON, JAN. 1, 2017

2018

1. NEW YEARS DAY	TUE, JAN, 2, 2018
2. MARTIN LUTHER KING	MON, JAN, 15, 2018
3. PRESIDENTS' DAY	MON, FEB. 19, 2018
4. GOOD FRIDAY	FRI, MAR. 30, 2018
5. MEMORIAL DAY	MON, MAY 28, 2018
6. INDEPENDENCE DAY	WED, JULY 4, 2018
7. LABOR DAY	MON, SEPT. 3, 2018
8. COLUMBUS DAY	MON, OCT. 8, 2018
9. VETERAN'S DAY	MON, NOV. 11, 2018

Contract ends prior to THANKSGIVING DAY 2018 Thursday November 22nd, 2018.

Section 2. To be eligible for holiday pay an employee must:

A. Have completed his/her probationary period.

B. Work his/her last regularly scheduled workday before the holiday or his/her first regularly scheduled workday after the holiday unless prevented from so doing for reasons satisfactory to the Company.

C. Work, if he/she is scheduled, on the holiday unless prevented from so doing for reasons satisfactory to the Company.

Section 3. When a holiday falls within the vacation period of an eligible employee, he/she shall be paid for such holiday in addition to this vacation pay or he/she may take an extra day of vacation with pay, which, if granted, will be solely at management's approval.

Section 4. When a holiday falls within the vacation period of an eligible employee, in order to receive the holiday pay, he/she must work his/her last regularly scheduled workday prior to the vacation period, and his/her first regularly scheduled workday after the vacation period, unless prevented from so doing for reasons satisfactory to the Company.

Section 5. Pay for holidays shall be eight (8) hours at the employee's straight time hourly rate. An employee who works on a holiday which is an off-day shall receive holiday pay in addition to the pay the employee earns in accordance with Article VIII. Employees who work on a holiday which falls during their regular work week will receive, in addition to holiday pay, double (2) time for all hours worked on that day provided the employee has worked 32 hours in weeks with one holiday and 24 hours in weeks with two holidays. Employees on a continuous work schedule and gardeners must have worked their regular work week schedule.

Section 6. An employee laid off fifteen (15) days prior to or fifteen (15) days after a holiday shall receive holiday pay, provided he/she otherwise qualifies for holiday pay under this Article.

ARTICLE XVII – WAGES

Section 1. The following shall be the hourly rates of pay for the following classifications:

Classifications	11/22/15	11/20/16	11/19/17
Operator/Maintenance Mechanic	$32.70	$33.00	$33.40

Exhibit 7

Grounds Maintenance	$31.78	$32.08	$32.48

In addition, a lump sum payout of $500 will be paid to all UAW represented employees as soon as practicable after ratification.

PROBATIONARY EMPLOYEES - Four dollars and fifty cents ($4.50) less than regular rate for their position during the first ninety (90) calendar days of employment. For the remainder of their probationary period they will receive three dollars ($3.00) less than the regular rate for their position.

Section 2. An employee hereunder who, for one (1) hour or longer per day, is assigned by the Company to perform the duties and accept the responsibilities of a higher labor grade of work shall be paid the rate for such labor grade for all hours so assigned.

Employees temporarily assigned to positions of lower labor grade shall not have their rate of pay reduced. No more than one (1) employee shall be temporarily assigned to any single position on any shift.

Section 3. For shifts beginning between 2:30 P.M. and 4:30 P.M., employees shall receive a shift differential of twenty-five cents ($0.25) per hour for such shift.

For shifts beginning between 10:30 P.M. and 12:30 A.M., employees shall receive a shift differential of thirty-two cents ($0.32) per hour for such shift.

Section 4. All employees will be paid by direct deposit. Employees may have their pay deposited into any bank which belongs to an A.C.H. (Automated Clearing House).

The pay week shall commence on Sunday and end on Saturday.

ARTICLE XVIII - GRATIS BEER

All employees will be given the right to purchase beer for private consumption in accordance with the regulations established by the Company for the control of such beer sales for private consumption. It is expressly agreed that in establishing such regulations, the Company has the sole right to establish beer prices and purchase quotas and to

determine the nature, brands, and packages of products to be sold and to establish other regulations as the Company deems appropriate.

Employees shall (a) be prohibited from drinking beer on Company premises and (b) be entitled to receive three (3) cases of beer per month free of charge from the regular stock of beer made available for employee purchase, to be distributed in accordance with the procedure established by the Company.

Should any statute, regulation, ordinance, or other binding directive from a governmental agency hereafter impose or require any change, deposit, tax, or other payment of money on beer purchased or received by an employee pursuant to this Article, the payment of such money shall be the responsibility of the employee receiving the gratis or purchased beer and shall be a condition to the receipt of such beer by the employee.

ARTICLE XIX - TOOLS

The Company will furnish any special tools required by the Mechanics in the performance of their duties.

The Company will furnish any tools and equipment required in the performance of the Mechanic's work, provided, however, all Mechanics shall be required to furnish those hand tools customarily required of the Mechanic in this area.

ARTICLE XX - MISCELLANEOUS

Bulletin boards shall be made available by the Company in convenient places exclusively for the posting of Union notices. Notices shall be approved by the management prior to posting.

ARTICLE XXI - NON-DISCRIMINATION

The Company and the Union separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity and non-discrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees on account of race, color, religious affiliation,

sex, age, national origin, marital status, handicap or veteran status. Wherever in this Agreement the masculine pronoun appears, it was used for convenience in drafting and is tended to include both males and females.

ARTICLE XXII - SAVINGS CLAUSE

Section 1. If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be determined to be contrary to law, such provision shall not be applicable, enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

Section 2. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3. In the event of any provision of this Agreement becomes invalid due to the foregoing, the parties agree to meet immediately solely to negotiate replacement provisions for such invalid provisions within the limits of the law. If the parties are unable to agree upon such replacement provision, the dispute shall be submitted to final and binding arbitration, and Article VI shall apply to such dispute.

ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement of the parties and neither the Company nor the Union intends to be bound except as provided herein.

ARTICLE XXIV - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto.

Exhibit 7

ARTICLE XXV – TERMINATION

Except as otherwise specifically set forth herein, this Agreement shall become effective on November 22, 2015, and shall terminate in its entirety on November 17, 2018. The parties agree to meet promptly during the sixty (60) days prior to November 17, 2018, to negotiate for a new Agreement.

Dated at Irwindale, California, this 19 day of January 2016

For the Employer:
MILLERCOORS, LLC

By

For the Union:
UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(UAW REGION 5, Local 509)

By

Exhibit 7

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoorsCoors.com

January 19, 2016

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding health coverage.

Employees will be responsible for contributions for medical, dental and vision coverage equal to 15% of the combined cost of the Western Alliance Trust medical plan they are enrolled in, the MillerCoors Dental Plan and the MillerCoors Vision Plan for active employees. Contributions will be deducted from an employee's pay on a pre-tax basis (unless the employee elects to have deductions on an after-tax basis). Monthly contributions will be capped as follows:

Employee Only	$140
Employee Plus One	$225
Employee Plus 2 or More	$300

Effective January 1, 2017 monthly contribution will be capped as follows:

Employee Only	$160
Employee Plus One	$250
Employee Plus 2 or More	$300

Effective January 1, 2018 monthly contribution will be capped as follows:

Employee Only	$180
Employee Plus One	$275
Employee Plus 2 or More	$300

Employees enrolled in coverage but who are not receiving a paycheck are responsible for any required employee contributions that cannot be collected through payroll deduction. These contributions will be accumulated and deducted from the employee's pay when resumed, or amounts due may be billed directly by the Company to the employee.

Exhibit 8

MillerCoors

Employees will pay 15% of the WAT Plan single tier premium in addition to 15% of the cost of the MillerCoors Dental Plan and the MillerCoors Vision Plan for active employees. The dental and vision premiums are calculated using the tier ratios shown here:

Employee Only	1.0
Employee Plus One	1.9
Employee Plus 2 or More	2.7

The Company also agrees to seriously consider any alternative medical, dental and/or vision plan that the union may propose.

Sincerely,

Ross A. Robinson
Corporate Labor Relations Manager

UAW, Region 5, Local 509

By: Dean Jurnak

Date: 1/19/2016

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

January 19, 2016

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the agreement reached between the parties in the 2015 contract negotiations regarding subcontracting.

The Company may subcontract facilities work normally performed by Mechanics. Examples of minor facilities work that may be subcontracted includes but is not limited to routine repair and tasks relating to plumbing and office fixtures.

Sincerely,

Ross Robinson
Corporate Labor Relations Manager

UAW, Region 5

By: Dean Zvorak

Date: 1/19/2016

SIDE LETTER 2

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 12, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

RE: Health Care Coverage

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding health coverage.

The Company and the Union agree that during the life of the agreement the Union may present alternative health benefit options to the Company for consideration. The Company agrees that it will give any alternative presented serious consideration.

The Union and the Company understand that this agreement does not extend to any other portion of the contract other than Article XIV, Sections 1 and 2.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/12/15

SIDE LETTER 3

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This letter will confirm the agreement reached between the parties during the 2015 contract negotiations concerning the wearing of safety shoes.

The company will require all mechanics and gardeners to wear company approved safety shoes.

In order to assist employees in obtaining these shoes the company will:

Make available to all employees a shoemobile which will be at the brewery on set dates.

Provide one pair of shoes to each mechanic and gardener each calendar year. Employees must choose from a selection of shoes which will be provided by the company. Employees will be allowed to select other shoes from the shoemobile, but will be responsible for any costs above that of the shoes offered by the company ($100 maximum).

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW Region 5, Local 509

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

The Company and the Union agree that a gainsharing program has been implemented at the Irwindale Brewery as follows:

1. The Company and Union will meet on an annual basis to review the factors used in the gainsharing formula and discuss new factors, if any, which may be appropriate. All final decisions on all aspects of the program are reserved to the Company, the Company may amend the program at any time, and the Company shall be solely responsible for the administration of the program.

2. It is the Company's expectation that gainsharing is a viable concept at the Irwindale Brewery. However, at this time, any gainsharing program is considered by the Company to be experimental in nature. Accordingly, the gainsharing program will be implemented on a trial basis for a minimum of one year. Thereafter, the Company may discontinue the program at any time.

3. The Company agrees to comply with reasonable requests by the Union for relevant information necessary for the Union to monitor progress being made under the program, to determine whether any payments to employees under the program are correct, and in the absence of payments, the reason therefor. The Company will not be required to provide information to the Union which it deems to be irrelevant or to violate its proprietary interests. It is specifically agreed that the Company will not be required to open its records for inspection by the Union.

FOR THE UNION:

United Auto Workers, Region 5

By: Dean Zwonk

Date: 11/4/2015

FOR THE COMPANY:

MillerCoors

By: Julia DeVito

Date: 11/9/15

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding of the parties reached in 2015 Irwindale Brewery contract negotiations regarding Process Safety (OSHA Regulations).

The Company is required to comply with the current OSHA Regulations along with any future revisions to those regulations concerning Process Safety. This includes providing the training, equipment, and resources required to meet those regulations. The Company will work with other plant unions and management to establish an adequate response certified team along with the UAW members.

The UAW acknowledges their role in supporting the Company's commitment. To that end, the UAW commits to the training and medical examinations in order to become response certified.

The Union and Management will routinely review the OSHA Regulations, commitments, and compliance through the Joint Labor Management Committee.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

SIDE LETTER 6

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding of the parties during 2015 labor contract negotiations regarding Job Security.

During the term of this agreement, the Mechanics and Gardeners listed on the attached and who successfully complete their probationary period as outlined in Article VI, Seniority will be employed by the Company on a full-time basis and not subject to layoff except for the following reasons:

1. Permanent shutdown of all or part of the Irwindale Brewery.

2. Strike, lockout, act of God, utilities failure, materials shortage, or similar circumstances unanticipated by the Company or beyond its control.

3. Decrease in production requirements resulting from a downturn in the Company's sales, changes in the market area serviced by the Irwindale brewery, or other circumstances.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5, Local 509

By: Dean Zvorak

Date: 11/4/2015

SIDE LETTER 7

Exhibit 8

SAP #	Employee	Clock Number
62248	Acker, Christopher	4771
56186	Albayati, Lance	4756
59666	Barrett, Brian Edwin	4765
56579	Blaauw, Maarten J	4727
61746	Boon, Steven	4769
55005	Britt, Dennis C	4726
56214	Colyn, Jason	4754
56766	Domme, Michael E	4757
56105	Durante, Raymond L	4736
58868	Estrella, Marvin Eraldo	4760
56028	Farar, Michael L.	4747
56468	Garcia, Joel	4743
59746	Gutierrez, Alfredo	4762
56484	Hernandez, Ruben P	4738
56285	Ivie, David W	4734
61119	Kitchens, Charles	4768
62851	Kutsch, James R.	4773
61938	Lewis, David	4770
56132	Maehr, Eric C	4759
56377	Nevarez, Armando	4744
52187	Nippert, Stephen	4755
56146	Padilla, Armando	4761
56693	Padilla, Elisa E	4732
56226	Rico, Rudy M	4720
56576	Ruiz, Vicente D	4711
59927	Sato, Joseph Michael	4764
56104	Segura, Michael	4750
60099	Shimahara, Stephen	4766
60950	Stadelbacher, Mark William	4767
56092	Stadelbacher, William D	4701
56227	Uradomo, David F	4707
59896	Vazquez, Ruben James	4763
63064	Zuniga, Francisco Alfredo	4774

LDN 11/9/15 DB 11/4/15

MillerCoors

15801 E. FIRST STREET
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached by the parties during 2015 negotiations concerning maintenance effectiveness.

During the term of the Agreement, the Company and Union agree to meet in good faith to discuss benchmarking best maintenance practices for the purpose of increasing efficiency and productivity.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

SIDE LETTER 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding of the parties reached in 2015 contract negotiations regarding plant shutdowns.

The Company may schedule a shutdown of operations of one or more days in a scheduled work week, not to exceed a total of eight (8) days in a calendar year. The Union shall be notified at least seven (7) days in advance of the shutdown. Once the Union is notified of the shutdown, the shutdown shall not be canceled unless any unforeseen circumstances occur beyond the Company's control. In the event a shutdown day is scheduled, and subsequently canceled, such shutdown day shall count towards the eight (8) shutdown days per calendar year provided for in the Agreement.

If certain work is to be performed during a shutdown, the Company shall post a notice of the number of employees needed to work on each shift. Volunteers shall be scheduled to work in seniority order provided they have the qualifications necessary to perform the available work, so long as employing the senior employee does not result in the employee working two (2) consecutive shifts. If the number of volunteers is insufficient to meet the demand for employees on the shift where the work is to be performed, the Company may assign employees from such shift who have the qualifications to perform the available work.

Employees not scheduled for a shutdown day who have at least one (1) day of sick leave may, at their discretion, utilize sick pay in order to be paid for the shutdown day. Pay for such sick day shall not count as an absence under the Attendance Control Program.

Sincerely,

Leia DeVita

Leia DeVita
Labor Relations Specialist

UAW, Region 5, Local 509

By: Dean Zvorak

Date: 11/4/2015

SIDE LETTER 9

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

MEMORANDUM OF AGREEMENT

Joint Labor Management Committee

With the Labor Agreement as its foundation, the Company and Union agree to the following understandings concerning the formation of a Joint Labor Management Committee.

The parties agree that a joint participative labor management relationship and a climate of cooperation and teamwork are in the mutual interests of MillerCoors and United Auto Workers, Region 5.

In order for our work place to survive, we must change dramatically, and Mechanic/Gardener members must effect the change. The first step to improving our future is developing the ability to envision it. Leadership and teamwork are both required as we form and negotiate the High Performance Work Organizations of the 21st Century. Leadership, teamwork, and the vision of an equal partnership - employ them, and nothing is impossible.

The Company recognizes that its employees are among its most valuable assets. It is through teamwork, participation, continuous improvement, and maximum utilization of the employees' experience, insight, and knowledge that we will meet the challenges of the brewing industry.

In this regard, the parties agree to form a partnership and establish a Joint Labor Management Committee to address issues of mutual concern under the following guidelines:

A. The Committee shall operate as a Labor Management Committee within the meaning of Section 302(c)(9) of the Labor Management Relations Act, as amended.

B. The Committee shall consist of an equal number of representatives from Plant Management and local union(s). Union members on the Committee shall be selected by the International Representative or his designee and salaried members shall be selected by the Plant Manager or his designee.

C. A charter will be developed by the Committee that defines the parameters for discussion that will be reviewed and agreed to by the parties. A primary objective of the Committee will be the address such issues as product quality, process improvement, safety and health, customer satisfaction and to work toward the "transformation" of the Brewery in which every employee strives to make Irwindale the best and most efficient brewery in the world.

D. Committee participation will be voluntary, although each participant will be paid his/her classification rate, including premium rate when applicable.

E. The Committee shall meet on an as-needed basis and shall not re-negotiate terms and conditions of employment, which are subject to bargaining between the parties to the agreement such as, but not limited to, contract issues, individual grievances, personnel problems, and job loss.

Exhibit 8

MEMORANDUM OF AGREEMENT

Joint Labor Management Committee (continued)

F. Meetings will not replace or substitute for the collective bargaining process, those bargaining agents who represent employees, or current or future committees created by any current bargaining agreement.

G. Any disagreement pertaining to the staffing or to whether matters being addressed or considered by the Committee could serve to change, delete, or modify the existing collective bargaining agreement or improperly interfere with the legally defined relationship between the parties shall first be directed to the Employee Relations Manager and local International Representative.

H. The Committee, and any subcommittees, will establish an agenda; and copies, including all minutes, shall be forwarded to the Union and the Company.

I. Committee meetings will not affect the right of any employee to voice a grievance or to discuss labor issues, wages, hours of work, rates of pay, or exercise any other right under the National Labor Relations Act or other terms and conditions of employment directly or through a designated bargaining representative.

FOR THE UNION:

United Auto Workers, Region 5

By: Dean Zurnak

Date: 11/4/2015

FOR THE COMPANY:

MillerCoors

By:

Date: 11/9/15

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the agreement between the parties reached in 2015 labor contract negotiations with regard to diagnostic test equipment.

Diagnostic test equipment, including vibration analysis equipment and infrared scanners, may be used by any individual for the purpose of research, auditing or diagnosis of equipment performance.

This is not intended to replace work normally performed by Mechanics.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understandings of the parties reached in 2015 Irwindale Brewery contract negotiations regarding Mechanic and Gardener training.

The Union acknowledges the Company's investment in the training and development of Mechanics and Gardeners. The members acknowledge their obligation to enhance their job skills. It is the responsibility of the members to fulfill this obligation by making a sincere and concerted effort to retain the information presented in training classes.

The Union and Management will review the quality of training, and the value added, and will partner in taking remedial action when necessary.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached by the parties during 2015 contract negotiations regarding scheduled overtime for communication purposes.

Employees may be required to work overtime of one-half (1/2) hour or less for communication purposes, as scheduled by the Company, regardless of their position on the overtime roster. Attendance at communication meetings may be excused provided the employee submits an excuse acceptable to the Company.

Mechanics will not be charged for the first five (5) hours of daily overtime during any work week.

Gardeners will not be charged for the first two and one-half (2-1/2) hours of daily overtime during any work week.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding work jurisdiction of Planners.

Mechanic planner work may be assigned to any mechanic or electrician planner without regard to jurisdiction.

Additionally, it is understood that mechanic planner work may be assigned to any salaried employee.

Sincerely,

Leia DeVita
Labor Relations

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

Exhibit 8

1/19/2016

MillerCoors-Irwindale Brewery Drug and Alcohol Policy

1. *Purpose of the Policy*: The Company maintains a drug and alcohol policy to help guarantee employees and customers a safe workplace, to meet the demands of our customers, and to comply with applicable law.
2. *Summary of Policy*: As a condition of employment, employees are prohibited from performing their duties with unlawful drugs present in their systems, or while under the influence of alcohol, and from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs while at work, or while on Company property. Employees are required as a condition of employment to notify the Company within five days of any criminal drug statute conviction for a violation occurring in the workplace, and to undergo a drug and/or alcohol test when requested to do so pursuant to this policy. Under this policy"unlawful drugs" include prescription drugs being used without a current valid prescription in the name of the employee. Violation of this policy will result in the employee's immediate discharge, subject to the provisions of Paragraph 5 of this Policy.

3. *Circumstances Under Which Employees Will Be Subject To Testing For The Presence Of Drugs or Alcohol In Their Systems*: The Company will test employees under the circumstances set forth below. In all cases, the Company will bear all costs associated with the testing, including travel expenses. Employees must submit to testing when scheduled by the Company.

    a) *Post-Accident Testing*: Employees will be tested when they contribute to, or are involved in, an accident in which an employee receives outside medical treatment or involves damage to Company property in excess of one thousand five hundred dollars ($1,500).

    b) *Reasonable Suspicion Testing*: Employees will be tested when there is a reasonable basis for suspecting that the employee may have unlawful drugs or alcohol present in his or her system.

    c) *Testing at Management Discretion following confirmed positive test*: In those cases in which an employee with a confirmed positive test has not been terminated because of the provisions of paragraph 5 of this policy, the Company may require the employee to be tested at any time deemed appropriate by the Company within eighteen (18) months following the employees return to work, provided that the employee may not be required to be tested more than six (6) times under section (3c) in such eighteen (18) month period. Any leave of absence shall be excluded from the eighteen (18) month testing period.

4) *Testing Procedures*:

    a) *Nature of Test:* In all cases the employee will be tested as soon as the Company can schedule the test, and will be tested as outlined in 3 a, 3 b, and 3 c. Testing will be

Exhibit 8

done by urinalysis. The urinalysis drug testing will be conducted by laboratories certified by the United States Department of Health and Human Services (HHS) or comparable certifying authority. At the time the specimens are collected, the specimens must be immediately sealed, labeled and initialed by the employee. In all cases, a split sample shall be collected. Testing for alcohol will be conducted by an individual certified in the use of a breathalyzer device. "Under the influence" will be presumed at the same level as used by the state of California for driving offenses (presently .08).

b) *Confidentiality:* All information received regarding drug and alcohol testing will be maintained on a confidential basis.

c) *Retesting:* Employees shall have the right to require that a confirmed positive sample be retested.

5) *Employee Assistance Program*: Any employee who has a confirmed positive test shall be given an opportunity to enter the Employee Assistance Program (EAP). No employee shall be discharged or disciplined as a result of a first positive drug or alcohol test, so long as he or she agrees to participate in the EAP and any treatment or rehabilitation program recommended by the EAP, and authorizes the EAP and provider of any such treatment or rehabilitation program to inform the Company about the employee's compliance with directives of the program. The cost of any rehabilitation or treatment will be covered by the health insurance plan in effect at the time, to the extent that the plan provides such benefit. A refusal to participate in, and comply with the directives of, the EAP and any EAP recommended treatment or rehabilitation program shall result in immediate discharge. Nothing herein shall preclude discipline or discharge because of conduct that would otherwise warrant discipline, regardless of whether such conduct arises out of, or is related to, drug or alcohol use.

6) An employee who refuses outside medical treatment for any injury will not be required to submit to a drug or alcohol test because of that injury unless they would otherwise be subject to a drug or alcohol test under the policy. It is also understood that a medical evaluation does not constitute medical treatment. Outside medical treatment for illness shall not qualify as outside medical treatment for any injury under the Drug and Alcohol Policy.

Exhibit 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
626.969.6811
www.MillerCoors.com

November 11, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached by the parties during 2015 negotiations regarding eligibility for scheduling one week of vacation in one-day increments.

Employees with no days of unpaid absence in the twelve-month period from October 1 of each year to September 30 of the following year will be permitted, in the succeeding vacation selection period, to select one week of vacation in one-day increments in accordance with the guidelines established in the Vacation Scheduling Procedure.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5, Local 509

By: Dean Zvorak

Date: 11/11/15

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding BEST Team assignments.

The Company will meet with the union representative to obtain input on employees being considered for BEST Team assignments and such input will be a significant component in the selection process, however, the final selection of BEST team members will be assigned by management.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This is to confirm the understanding reached between the parties during the 2015 contract negotiations regarding Process Safety Management work.

It is understood that Process Safety Management work may be assigned to any mechanic and/or salaried employee.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

MillerCoors

15801 E. FIRST STREET
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This letter will confirm the agreement reached between the parties during the 2015 contract negotiations regarding Article VIII and Article XVI.

An employee may be absent for the following qualified reasons and still be eligible for overtime pay:

Jury Duty
Bereavement (paid contractual leave and additional approved leave)
Workers Compensation Leave
Approved Union Business
Vacation
Holidays
Lay-off
Military Leave
Shutdown Day
Five (5) Paid Sick Days

Those employees who are absent for a non-qualified reason will be paid overtime for Saturday, Sunday, and Holidays after they have worked or been paid 40 hours in a work week on a 5-2 schedule, been paid for their regular work week on a continuous schedule, or worked the regular gardener scheduled work week.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5, Local 509

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

MillerCoors

15801 E. FIRST STREET
IRWINDALE, CA 91706-2069
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November 4, 2015

Mr. Dean Zvorak, International Representative
United Automobile, Aerospace, Agricultural
Implement Workers of America (UAW)
UAW Region 5, Local 509
6500 South Rosemead Boulevard
Pico Rivera, CA 90660-3532

Dear Mr. Zvorak:

This will confirm the agreement of the parties in the 2015 negotiations concerning the role of the team members in self-sufficient operational teams.

The parties confirm their commitment to make the Irwindale Brewery the best brewery possible. To advance the development of self-sufficient operational teams, in lieu of the Company appointing hourly lead technicians, work team members will share responsibilities for focusing their team on Safety, People, Quality, Service, Cost, Responsibility (SPQSCR), in alignment with brewery goals. The Company and the Union will collaborate to discuss issues associated with this process.

Sincerely,

Leia DeVita
Labor Relations Specialist

UAW, Region 5, Local 509

By: Dean Zvorak

Date: 11/4/2015

Exhibit 8

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1800 Century Park East, 8th Floor, Los Angeles, CA 90067.

On March 8, 2019, I served the following document described as **DECLARATION OF JAMES GRAHAM IN SUPPORT OF DEFENDANT'S NOTICE OF REMOVAL** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, CA, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3))

☐ **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))

☐ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered the addressee(s). (C.C.P. § 1011)

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on March 8, 2019, at Los Angeles, CA.

Vaneta D. Birtha'

Vaneta D. Birtha

SERVICE LIST

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