

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

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IN RE MOLSON COORS BREWING	:	Master File No. 1:05-cv-00294-GMS
COMPANY SECURITIES LITIGATION	:	CLASS ACTION
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~~FILED~~ **ORDER AND FINAL JUDGMENT**

WHEREAS, this matter came before the Court for hearing, pursuant to the Order of this Court, on May 18, 2009, on the application of the parties for approval of the Settlement set forth in the Stipulation and Settlement Agreement dated as of November 6, 2008 (the “Stipulation”); and

WHEREAS, certain related actions pending in Canada have been settled or dismissed as contemplated in the Settlement, and the Settlement has been approved by the Superior Court of Quebec;

NOW, THEREFORE, the Court having considered all matters submitted to it at the hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor, IT IS HEREBY ORDERED that:

1. The Stipulation is incorporated by reference in this Order and Final Judgment. All capitalized terms used herein shall have the meanings set forth in the Stipulation.
2. The Court has jurisdiction over the subject matter of this U.S. Action and over all parties to the U.S. Action, all U.S. Class Members, the Escrow Agent, and the Claims Administrator.
3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, this U.S. Action is hereby finally certified as a class action on behalf of all persons and entities: (i) that, as former shareholders of Molson, received shares of Molson Coors as a result of the February 9, 2005 merger of Molson and Coors; (ii) that were open

market purchasers of the common stock of Coors from July 22, 2004 through February 9, 2005, inclusive; or (iii) that were open market purchasers of the common stock of Molson Coors, from the completion of the merger of Molson and Coors through April 27, 2005, inclusive, and who were allegedly damaged thereby, other than members of the Canadian Class and Excluded Persons. "Excluded Persons" means: (i) the Defendants; (ii) members of the immediate family of each of the Individual Defendants; (iii) each person who at any time served as an officer or director of Molson Coors Brewing Company, Molson Inc., or Molson Coors Canada, and members of their respective immediate families; (iv) any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has or had, during the Class Period, a controlling interest or which is related to or affiliated with any of the Defendants; and (v) those putative members of the U.S. Class who timely and validly requested exclusion from the U.S. Class in accordance with the requirements set forth in the Notices to putative Class Members approved by the Court, as listed on Exhibit I annexed hereto.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of U.S. Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the U.S. Class; (c) the claims of the named representatives are typical of the claims of the U.S. Class they seek to represent; (d) the U.S. Lead Plaintiffs will fairly and adequately represent the interests of the U.S. Class; (e) the questions of law and fact common to the members of the U.S. Class predominate over any questions affecting only individual members of the U.S. Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, U.S. Lead Plaintiffs Metzler Investment GmbH and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund are finally certified as Class Representatives. The law firms of Labaton Sucharow LLP and Motley Rice LLC are finally appointed Class

Counsel and the law firm of Rigrodsky & Long, P.A. is appointed as Liaison Counsel to the Class.

5. Notice of the pendency of this U.S. Action as a class action and of the proposed Settlement was given to all U.S. Class Members who could be identified with reasonable effort. The form and method of notifying the U.S. Class of the pendency of this U.S. Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Rule 23.1 of the Local Rules of the District of Delaware, due process, and other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

6. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby finally approves the Stipulation and Settlement and finds that the Settlement is fair, reasonable and adequate. Subject to the terms and provisions of the Stipulation and the conditions therein being satisfied, the parties are directed to consummate the Settlement.

7. The U.S. Action and all claims contained therein are dismissed with prejudice and without costs.

8. Upon the Effective Date, each Releasor, including each U.S. Class Member who has not validly and timely requested exclusion from the U.S. Class, whether or not such U.S. Class Member executes and delivers a Proof of Claim, shall be deemed to have, and by operation of this Order and Final Judgment (the "U.S. Action Judgment") shall have, released and forever discharged each and every Settled Claim, and is forever barred and enjoined from prosecuting any Settled Claim against any of the Released Parties.

9. Upon the Effective Date, each Defendant Releasor shall be deemed to have, and by operation of this U.S. Action Judgment shall have, released and forever discharged each and

every Settled Defendants' Claim, and is forever barred and enjoined from prosecuting any Settled Defendants' Claim against any of the Released Plaintiff Parties.

10. Pursuant to the PSLRA, the Released Parties are hereby discharged from all claims for contribution by any person or entity, whether arising under state, provincial, federal or common law, based upon, arising out of, relating to, or in connection with the Settled Claims or the Actions. The Released Parties are also hereby discharged to the full extent provided by the PSLRA from all other claims by any person or entity, however styled, where the injury to the party asserting the claim is that party's liability to the U.S. Lead Plaintiffs or the Class based upon, arising out of, relating to, or in connection with the Settled Claims or the Actions. Accordingly, to the full extent provided by the PSLRA, the Court hereby bars all the claims referred to in this paragraph (a) against the Released Parties; and (b) by the Released Parties against any person or entity other than any person or entity whose liability to the Class has been extinguished pursuant to the Stipulation and this U.S. Action Judgment.

11. The Court finds that all parties and their counsel have complied with the requirements of the Federal Rule of Civil Procedure 11 as to all proceedings herein.

12. Neither the Stipulation, nor any negotiations or proceedings in connection herewith, nor any orders of the Court relating to it shall constitute or be construed as, or be deemed to be, evidence or an admission or concession on the part of the Defendants of any liability or wrongdoing whatsoever or of the appropriateness of certifying a class other than for settlement purposes, or on the part of U.S. Lead Plaintiffs, the Canadian Representative Plaintiffs, or any of the Class Members of any lack of merit to the Actions or the Additional Canadian Actions. The Stipulation (and all related negotiations, proceedings, and orders of the Court) also shall not be construed as evidence or an admission or concession that the consideration to be given in the Settlement represents the amount that could or would have been recovered after trial. Nor shall the Stipulation or any orders of any Court relating to it be offered or received in evidence for any purpose, except to enforce their terms.

13. Any appeal or any challenge affecting the approval of (a) the Plan of Allocation or (b) the application for an award of attorneys' fees and expenses by U.S. Lead Plaintiffs' Counsel shall in no way disturb or affect the finality of the other provisions of this U.S. Action Judgment or the Effective Date of the Settlement.

14. Without affecting the finality of this U.S. Action Judgment in any way, jurisdiction is hereby retained over the U.S. Defendants, the U.S. Lead Plaintiffs, and the U.S. Class Members for all matters relating to the administration, interpretation, implementation or enforcement of the Stipulation and this U.S. Action Judgment, including any application for fees and expenses incurred in connection with administering and distributing the settlement proceeds to the members of the U.S. Class.

15. In the event that the Settlement does not become Final in accordance with the terms of the Stipulation, or is terminated pursuant to the Stipulation, this U.S. Action Judgment shall be rendered null and void as provided by and in accordance with the Stipulation and shall be vacated, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void as provided by and in accordance with the Stipulation.

16. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

17. There is no just reason for delay in the entry of this U.S. Action Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: May 18, 2008

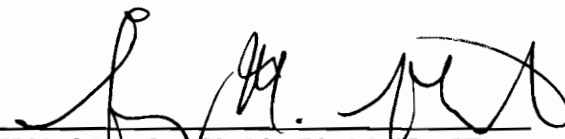

HONORABLE GREGORY M. SLEET
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

None