

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 10, 2008

MUELLER INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware ----- (State or other jurisdiction of incorporation)	1-6770 ----- (Commission File Number)	25-0790410 ----- (IRS Employer Identification No.)
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8285 Tournament Drive Suite 150 Memphis, Tennessee ----- (Address of principal executive offices)	38125 ----- (Zip Code)
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Registrant's telephone number, including area code: (901) 753-3200

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 10, 2008, William D. O'Hagan provided notice to the Board of Directors of Mueller Industries, Inc. (the "Company") that he will resign as Chief Executive Officer and President of the Company, and as a director of the Company, effective December 31, 2008.

On September 16, 2008, the Company announced that Gregory L. Christopher has been appointed by the Board of Directors as the new Chief Executive Officer of the Company, effective January 1, 2009. Since October 25, 2007, Mr. Christopher, age 46, has served as Chief Operating Officer of the Company.

Effective as of November 9, 2006, the Company entered into an employment agreement with Mr. Christopher (the "Christopher Employment Agreement"). It is contemplated that Mr. Christopher and the Company will enter into a new employment agreement in connection with his promotion to Chief Executive Officer, but this new agreement has not yet been finalized. A description of the Christopher Employment Agreement, as well as biographical information for Mr. Christopher, is contained in the Company's annual proxy statement, as filed with the Securities and Exchange Commission on March 26, 2008, and is incorporated herein by reference.

In connection with the resignation of Mr. O'Hagan, on September 11, 2008, following approval from the Board of Directors acting upon the recommendation of

the Compensation Committee, the Company entered into an Amended and Restated Consulting Agreement between the Company and Mr. O'Hagan, dated June 21, 2004 (the "Consulting Agreement Amendment"). The Consulting Agreement Amendment amends the original Consulting Agreement to (i) provide that Mr. O'Hagan will serve as a consultant to the Company, effective January 1, 2009, immediately upon his resignation as Chief Executive Officer and President of the Company and (ii) bring the Consulting Agreement into compliance with Section 409A of the Internal Revenue Code of 1986, as amended. The summary of the Consulting Agreement Amendment is qualified in its entirety by reference to the full text of the agreement attached hereto as Exhibit 10.1.

A copy of the press release announcing the resignation of Mr. O'Hagan and the appointment of Mr. Christopher is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

Exhibit No.	Description
- - - - -	- - - - -
10.1	Amended and Restated Consulting Agreement between the Company and William D. O'Hagan, dated September 11, 2008.
99.1	Press Release, dated September 16, 2008.

SIGNATURES

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

MUELLER INDUSTRIES, INC.

By: /s/ Gary C. Wilkerson  
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Name: Gary C. Wilkerson  
Title: Vice President, General Counsel  
and Secretary

AMENDED AND RESTATED CONSULTING AGREEMENT

This AMENDED AND RESTATED CONSULTING AGREEMENT, (the "Agreement"), is made by and between MUELLER INDUSTRIES, INC., a Delaware corporation having its principal address at 8285 Tournament Drive, Suite 150, Memphis, Tennessee 38125 (the "Company"), and WILLIAM D. O'HAGAN, an individual residing at 8648 Southwind Drive, Memphis, TN 38125 (the "Executive").

W I T N E S S E T H:

WHEREAS, the Executive is currently employed with the Company pursuant to an Amended and Restated Employment Agreement, effective as of September 17, 1997, amended as of May 12, 2000 (the "Employment Agreement"), and the Company desires to retain the Executive to provide certain consulting services to the Company following termination of his employment;

WHEREAS, the Company and the Executive are parties to that certain Consulting Agreement, dated June 21, 2004 (the "Prior Consulting Agreement"); and

WHEREAS, the Company and the Executive wish to amend and restate the Prior Consulting Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Executive and the Company hereby agree as follows:

1. Effective Date.  
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This Agreement shall become effective (the "Effective Date") on January 1, 2009.

2. Appointment as Independent Consultant.  
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On the Effective Date, Executive shall be appointed as an independent consultant and advisor to the Company. As an independent consultant and advisor to the Company, the Executive shall be available upon reasonable notice given by the Company to consult with and advise the Company on matters within his expertise and for which he had responsibility for during his employment with the Company, provided that the Executive shall not be required to devote more than 20 hours per month to such consulting services during the first four (4) years of the Consulting Period (as defined below) and not more than 10 hours per month to such consulting services during the last two years of the Consulting Period. Executive shall not be required to render consulting services from any particular location and shall not be required to travel or be present at the Company's principal offices.

3. Consulting Period.  
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The Executive shall be available to provide the consulting and advisory services set forth in Section 1 above for a period commencing on the Effective Date and ending on the sixth anniversary of the Effective Date (the "Consulting Period").

4. Consulting Fee and Benefits.  
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a. As compensation for the Executive's consulting and advisory services during the Consulting Period, the Company shall pay the Executive as follows:

(i) for each of the first four (4) years of the Consulting Period, an annual consulting fee equal to two-thirds of the Executive's Final Base Compensation, which shall be defined as the lesser of (A) the Executive's highest annual cash compensation (consisting of base salary and annual bonus) during the last three years of his employment with the Company or (B) \$2 million;

(ii) for each of the final two (2) years of the Consulting Period, an annual consulting fee equal to one-third of the Final Base Compensation; and

(iii) such consulting fee shall be paid in equal installments in accordance with the normal payroll practices of the Company, but not less frequently than monthly, except that compensation for the first six months of the Consulting Period shall be paid in a lump sum six months and one day following the Effective Date.

b. The Executive shall be entitled to reimbursement for reasonable

business and travel expenses incurred in the performance of his duties in accordance with the Company's normal reimbursement practices. To the extent that any right to reimbursement of expenses under this Agreement constitutes nonqualified deferred compensation (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")), such expense reimbursement shall be made by the Company no later than the last day of the taxable year following the taxable year in which such expense was incurred by the Executive.

c. For each calendar year during the Consulting Period, the Company shall pay the Executive an amount equal to the Executive's cost of obtaining private health insurance coverage having terms, substantially equivalent to the health coverage provided to executive officers of the Company as in effect from time to time during the Consulting Period. Such amounts shall be made on or after January 1 of each calendar year of the Consulting Period, but in no event later than December 31 of each calendar year of the Consulting Period.

5. Termination of the Consulting Relationship.  
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a. The Executive may terminate his consulting and advisory relationship with the Company hereunder, with or without Good Reason, upon thirty (30) days' advance written notice to the Company. The Company may terminate the Executive's consulting and advisory relationship with the Company hereunder, with or without Cause, upon thirty (30) days' advance written notice to the Executive.

b. The Company shall have Cause to terminate the Executive's consulting and advisory relationship with the Company hereunder upon (i) the Executive's willful and continued failure to substantially perform his obligations hereunder, (ii) the engaging by the Executive in willful misconduct which is demonstrably and materially injurious to the Company, or (iii) the Executive's conviction of a felony for a crime of moral turpitude. For purposes of this

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Section 5.b., no act, or failure to act, on the Executive's part shall be considered "willful" unless done, or omitted to be done, by him not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. The Executive's consulting and advisory relationship may not be terminated for Cause in the case of actions or omissions described in clauses (i) or (ii) of this Section 5(b) unless the Company shall have given the Executive an opportunity to cure any such actions or omissions during the 30-day period after the Executive's receipt of written notice.

c. The Executive shall have Good Reason to terminate his consulting and advisory relationship with the Company hereunder upon any breach of this Agreement by the Company, other than an immaterial, isolated and inadvertent breach which did not occur in bad faith and is cured by the Company within 10 days of notice thereof from the Executive.

d. Upon the Company's termination of Executive's consulting and advisory relationship by the Company hereunder for Cause or by the Executive without Good Reason, neither the Executive nor the Company shall have any further obligations hereunder.

e. If the Company terminates the Executive's consulting and advisory relationship hereunder without Cause, or if the Executive terminates such relationship for Good Reason, the Company shall continue to pay to the Executive the amounts which would have been payable to the Executive pursuant to Sections 4(a) and 4(c) of this Agreement for the remaining term of the Consulting Period had such relationship not been so terminated, which amounts shall be paid at the same time or times as they would have been paid had such relationship not been so terminated.

6. Noncompetition.  
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During the Consulting Period, the Executive shall not, without the Company's consent, directly or indirectly engage in any Competitive Activity (as defined below). "Competitive Activity" shall mean the participation in or becoming an employee, director, officer, consultant, independent contractor or advisor of or to, or otherwise providing services to any business, partnership, firm, association, corporation or other entity which conducts business that is the same as or substantially similar to and is or would be competitive with the business of the Company at the time. Nothing herein, however, shall prohibit Executive from acquiring or holding any issue of stock or securities of any business, individual, partnership, firm, or corporation (collectively "Entity") which has any securities listed on a national securities exchange or quoted in the daily listing of over-the-counter market securities, provided that at any one time he and members of his immediate family do not own more than five percent of the voting securities of any such Entity.

7. Notices.  
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Any notice or other communication hereunder shall be made in writing by hand-delivery or telecopier (and, if by telecopier, followed by a copy either delivered by hand within three days thereafter or sent by registered first-class mail on the next business day) and shall be deemed to have been delivered and received when delivered by hand, if personally delivered, or when transmission is confirmed, if telecopied, as follows: (a) if to the Executive at the address

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shown at the beginning of this Agreement and at the following telecopier number: (561) 748-0797 or to such other person(s) or address(es) or telecopier number(s) as the Executive shall have furnished to the Company in writing, and (b) if to the Company at the address shown at the beginning of this Agreement and at the following telecopier number: (901) 753-3251, attention of the Board of Directors, with copies to the Company at the same address, Attention: General Counsel, and to Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attention: Robert B. Hodes, Esq., telecopier number (212) 728-8111, or to such other person(s) or address(es) or telecopier number(s) as such persons or the Company shall have furnished to the Executive in writing.

8. Certain Additional Payments by the Employer.  
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a. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, distribution, waiver of Company rights, acceleration of vesting of any stock options or restricted stock, or any other payment or benefit in the nature of compensation to or for the benefit of the Executive, alone or in combination (whether such payment, distribution, waiver, acceleration or other benefit is made pursuant to the terms of this Agreement or any other agreement, plan or arrangement providing payments or benefits in the nature of compensation to or for the benefit of the Executive, but determined without regard to any additional payments required under this Section 8) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code (or any successor provision) or any interest or penalties are incurred by the Executive with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") in an amount such that after payment by the Executive of all taxes with respect to the Gross-Up Payment (including any interest or penalties imposed with respect to such taxes), including, without limitation, any income taxes (and any interest and penalties imposed with respect thereto) and Excise Tax imposed upon the Gross-Up Payment, the Executive retains an amount of the Gross-Up Payment equal to the Excise Tax imposed upon the Payments.

b. Subject to the provisions of Section 8(c), all determinations required to be made under this Section 8, including whether and when a Gross-Up Payment is required and the amount of such Gross-Up Payment and the assumptions to be utilized in arriving at such determination, shall be made by the nationally recognized accounting firm then auditing the accounts of the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and the Executive within 15 business days of the receipt of notice from the Executive that there has been a Payment, or such earlier time as is requested by the Company. In the event that the Accounting Firm is unwilling or unable to perform its obligations pursuant to this Section 8, the Executive shall appoint another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to hereunder as the Accounting Firm). All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any Gross-Up Payment, determined pursuant to this Section 8, shall be paid by the Company to the Executive within five days of the receipt of the Accounting Firm's determination, but in no event later than the end of the taxable year next following the taxable year in which the Excise Tax is remitted to the Internal Revenue Service. Any determination by the Accounting Firm shall be binding upon the Company and the Executive. The parties hereto acknowledge that, as a result of the potential uncertainty in the

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application of Section 4999 of the Code (or any successor provision) at the time of the initial determination by the Accounting Firm hereunder, it is possible that the Company will not have made Gross-Up Payments which should have been made consistent with the calculations required to be made hereunder (an "Underpayment"). In the event that the Employer exhausts its remedies pursuant to Section 8(c) and the Executive thereafter is required to make a payment of any Excise Tax, the Accounting Firm shall determine the amount of the Underpayment that has occurred and any such Underpayment shall be promptly paid by the Company to or for the benefit of the Executive.

c. The Executive shall notify the Company in writing of any claim by the Internal Revenue Service that, if successful, would require the payment by the Company of the Gross-Up Payment. Such notification shall be given as soon as practicable but no later than 20 business days after the Executive is informed

in writing of such claim and shall apprise the Company of the nature of such claim and the date on which such claim is requested to be paid. The Executive shall not pay such claim prior to the expiration of the 30-day period following the date on which he gives such notice to the Company (or such shorter period ending on the date that any payment of taxes with respect to such claim is due). If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) give the Company any information reasonably requested by the Company relating to such claim,

(ii) take such action in connection with contesting such claim as the Company shall reasonably request in writing from time to time, including, without limitation, accepting legal representation with respect to such claim by an attorney reasonably selected by the Company,

(iii) cooperate with the Company in good faith in order effectively to contest such claim, and

(iv) permit the Company to participate in any proceedings relating to such claim;

provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest and shall indemnify and hold the Executive harmless, on an after-tax basis, for any Excise Tax or income tax (including interest and penalties with respect thereto) imposed as a result of such representation and payment of costs and expenses. Without limiting the foregoing provisions of this Section 8(c), the Company shall control all proceedings taken in connection with such contest and, at its sole option, may pursue or forgo any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim and may, at its sole option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay such claim and sue for a refund, the Company shall

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advance the amount of such payment to the Executive, on an interest-free basis, and shall indemnify and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax (including interest or penalties with respect thereto) imposed with respect to such advance or with respect to any imputed income with respect to such advance; and further provided that any extension of the statute of limitations relating to payment of taxes for the taxable year of the Executive with respect to which such contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of the contest shall be limited to issues with respect to which a Gross-Up Payment would be payable hereunder and the Executive shall be entitled to settle or contest, as the case may be, any other issue raised by the Internal Revenue Service or any other taxing authority.

d. If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), the Executive becomes entitled to receive any refund with respect to such claim, the Executive shall (subject to the Company's complying with the requirements of Section 8(c)) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after taxes applicable thereto). If, after the receipt by the Executive of an amount advanced by the Company pursuant to Section 8(c), a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to the expiration of 30 days after such determination, then such advance shall be forgiven and shall not be required to be repaid and the amount of such advance shall offset, to the extent thereof, the amount of Gross-Up Payment required to be paid.

9. Assignability.  
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This Agreement shall not be assignable by the Company but shall be binding upon and inure to the benefit of any successors to all or substantially all of the business or assets of the Company. The Company shall require any such successor to expressly assume in writing all obligations of the Company hereunder. This Agreement shall not be assignable by the Executive, but it shall inure to the benefit of, the Executive's heirs, executors, administrators and legal representatives.

10. Entire Agreement.  
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This Agreement represents the entire agreement with respect to the subject matter described herein, provided that nothing in this Agreement shall adversely affect the rights of the parties under the Employment Agreement.

11. Waivers, Amendments and Further Agreements.  
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Neither this Agreement nor any term or condition hereof, including without limitation the terms and conditions of this Section 11, may be waived, modified or amended in whole or in part as against the Company or the Executive except by written instrument executed by each of the parties expressly stating that it is intended to operate as a waiver, modification or amendment of this Agreement or the applicable term or condition hereof. Each of the parties hereto agrees to execute all such further instruments and documents and to take all such further

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action as the other party may reasonably require in order to effectuate the terms and purposes of this Agreement.

12. Severability.  
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In case one or more of the provisions contained in this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13. Governing Law.  
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This Agreement shall be governed by and construed and enforced in accordance with the law of the State of Tennessee, without regard to the principles of conflicts of law thereof.

14. Arbitration; Legal Fees.  
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Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration by a single arbitrator in accordance with the rules then in effect of the American Arbitration Association in an arbitration in Memphis, Tennessee. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. To the extent that the Executive prosecutes or defends, whether by arbitration or through a judicial proceeding, a dispute, controversy or claim relating to this Agreement which results in a judgment, award or settlement in the Executive's favor in any material respect, the Company shall reimburse the Executive for all reasonable fees and costs (including legal fees) incurred by the Executive in such successful prosecution or defense.

15. Headings.  
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The headings in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. Counterparts.  
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This Agreement may be executed in counterparts each of which shall be deemed an original but which together shall constitute one and the same instrument

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IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the date indicated below.

MUELLER INDUSTRIES, INC.

By: /s/ Harvey L. Karp  
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Name: Harvey L. Karp  
Title: Chairman of the Board  
Date: September 11, 2008

EXECUTIVE

/s/ William D. O'Hagan  
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William D. O'Hagan

Date: September 11, 2008



FOR IMMEDIATE RELEASE  
Memphis, TN--September 16, 2008

Contact: Kent A. McKee  
(901) 753-3208

MUELLER INDUSTRIES, INC. ANNOUNCES RESIGNATION  
OF CHIEF EXECUTIVE OFFICER FOR HEALTH REASONS

Harvey L. Karp, Chairman of Mueller Industries, Inc. (NYSE: MLI), announced today that William D. O'Hagan will resign his posts as Chief Executive Officer, President and Director effective December 31, 2008. Mr. O'Hagan was diagnosed with lung cancer in October 2007 and is currently undergoing treatment. He will continue to advise the Company as a consultant and will also be designated as a Director Emeritus.

Mr. Greg L. Christopher, age 46, will be appointed Chief Executive Officer effective January 1, 2009. Mr. Christopher has worked closely with Mr. O'Hagan for almost 20 years and has served in various capacities at Mueller including President of Standard Products Division and most recently Chief Operating Officer.

Mr. Karp said, "The Board of Directors and I are grateful for Bill O'Hagan's sixteen years of service to our Company. During his tenure net income increased at a compounded annual rate of 13.7 percent and the Company was regularly included in Forbes Platinum List of Best Big Companies in America."

Mueller Industries, Inc. is a leading manufacturer of copper tube and fittings; brass and copper alloy rod, bar and shapes; aluminum and brass forgings; aluminum and copper impact extrusions; plastic fittings and valves; refrigeration valves and fittings; and fabricated tubular products. Mueller's operations are located throughout the United States and in Canada, Mexico, Great Britain, and China. Mueller's business is importantly linked to: (1) the construction of new homes; (2) the improvement and reconditioning of existing homes and structures; and (3) the commercial construction market which includes office buildings, factories, hotels, hospitals, etc.

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Statements in this release that are not strictly historical may be "forward-looking" statements, which involve risks and uncertainties. These include economic and currency conditions, continued availability of raw materials and energy, market demand, pricing, competitive and technological factors, and the availability of financing, among others, as set forth in the Company's SEC filings. The words "outlook," "estimate," "project," "intend," "expect," "believe," "target," and similar expressions are intended to identify forward-looking statements. The reader should not place undue reliance on forward-looking statements, which speak only as of the date of this report. The Company has no obligation to publicly update or revise any forward-looking statements to reflect events after the date of this report.