

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) April 20, 2010

CONSTELLATION BRANDS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-

08495

(Commission
File Number)

16-

0716709

(IRS Employer
Identification No.)

207 High Point Drive, Building 100, Victor, NY 14564

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code (585) 678-7100

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

On April 20, 2010, the Board of Directors of Constellation Brands, Inc. took action to fill a vacancy on the Board and elected Jeremy S. G. (Jerry) Fowden to serve, effective May 1, 2010, as a member of the Board of Directors and a member of the Human Resources Committee of the Board of Directors.

Mr. Fowden, age 53, has been Chief Executive Officer of Cott Corporation, a private label non-alcoholic beverage manufacturer, since February 2009 and a member of Cott Corporation's Board of Directors since March 2009. Prior to that, he served as President of Cott's international operating segments and Interim President, North America from May 2008 to February 2009, and as Interim President of Cott's United Kingdom operating segment from September 2007 to May 2008. He served as Chief Executive Officer of Trader Media Group Ltd., a media company, and as a member of its parent Guardian Media Group plc's Board of Directors from 2005 until 2007. From 2001 until 2004, he served in a variety of roles with AB InBev S.A. Belgium, an alcoholic beverage company, including President, European Zone, Western, Central and Eastern Europe from 2003 to 2004, Global Chief Operating Officer from 2002 to 2003 and Chief Executive Officer of Bass Brewers Ltd., a subsidiary of AB InBev S.A. Belgium, from 2001 to 2002.

The Board considers Mr. Fowden to be an independent director under applicable New York Stock Exchange requirements. As a non-management member of the Board, Mr. Fowden will receive the same standard compensation paid to other non-management directors for service on the Board and its committees, which compensation has been disclosed previously in the Company's proxy statement for its Annual Meeting of Stockholders that was held on July 23, 2009 and filed by the Company with the United States Securities and Exchange Commission on June 12, 2009. However, as Mr. Fowden is being elected outside the annual meeting timeframe, the amount of his annual retainer, annual option grant and restricted stock award has been prorated from the effective date of his election to the end of the month of the scheduled date of the Company's next annual meeting of stockholders. Specifically, on May 1, 2010, Mr. Fowden (i) will become entitled to a prorated annual retainer in the amount of \$15,000; (ii) will be granted an option to purchase the number of shares of the Company's Class 1 Common Stock that is equal to \$34,999.99 divided by the closing price of the Company's Class A Common Stock on May 1, 2010, rounded down to the nearest whole share at an exercise price equal to the closing price of the Company's Class A Common Stock on May 1, 2010 and an exercise period of November 1, 2010 through May 1, 2020; and (iii) will receive an award of restricted shares of the Company's Class A Common Stock equal to \$15,000.00 divided by the closing price of the Company's Class A Common Stock on May 1, 2010, rounded down to the nearest whole share. As May 1, 2010 is not a trading day, the closing price on April 30, 2010 is deemed to be the closing price on May 1, 2010. Subject to applicable provisions in the award document, the restricted stock will vest on May 1, 2011. The form of Mr. Fowden's Terms and Conditions Memorandum with respect to his stock option grant and the form of Mr. Fowden's Restricted Stock Award Agreement, both pursuant to the Company's Long-Term Stock Incentive Plan, are attached hereto as Exhibits 99.1 and 99.2, respectively, and incorporated herein by reference.

There are no arrangements or understandings between Mr. Fowden and any other person pursuant to which he was selected either as a director or as a member of the Human Resources Committee, and there have been no transactions since the beginning of the Company's last fiscal year, or are currently proposed, regarding Mr. Fowden that are required to be disclosed by Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On April 21, 2010, Constellation Brands, Inc. (“Constellation”) issued a news release, a copy of which is furnished herewith as Exhibit 99.3 and is incorporated herein by reference, announcing the election of Jerry Fowden as a member of the Company’s Board of Directors effective May 1, 2010.

References to Constellation’s website in the release do not incorporate by reference the information on such website into this Current Report on Form 8-K and Constellation disclaims any such incorporation by reference. The information in the news release attached as Exhibit 99.3 is incorporated by reference into this Item 7.01 in satisfaction of the public disclosure requirements of Regulation FD. This information is “furnished” and not “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, and is not otherwise subject to the liabilities of that section. It may be incorporated by reference in another filing under the Securities Exchange Act of 1934 or the Securities Act of 1933 only if and to the extent such subsequent filing specifically references the information incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

- (a) Financial statements of businesses acquired.

Not applicable.

- (b) Pro forma financial information.

Not applicable.

- (c) Shell company transactions.

Not applicable.

- (d) Exhibits.

The following exhibits are furnished as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Form of Terms and Conditions Memorandum with respect to a grant of options pursuant to the Company's Long-Term Stock Incentive Plan.
99.2	Form of Restricted Stock Award Agreement with respect to the Company's Long-Term Stock Incentive Plan.
99.3	News Release of Constellation Brands, Inc. dated April 21, 2010.

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.

Date: April 22, 2010

CONSTELLATION BRANDS, INC.

By: /s/ Robert Ryder
Robert Ryder
Executive Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

Exhibit No.	Description
(1)	UNDERWRITING AGREEMENT Not Applicable.
(2)	PLAN OF ACQUISITION, REORGANIZATION, ARRANGEMENT, LIQUIDATION OR SUCCESSION Not Applicable.
(3)	ARTICLES OF INCORPORATION AND BYLAWS Not Applicable.
(4)	INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES Not Applicable.
(7)	CORRESPONDENCE FROM AN INDEPENDENT ACCOUNTANT REGARDING NON-RELIANCE ON A PREVIOUSLY ISSUED AUDIT REPORT OR COMPLETED INTERIM REVIEW Not Applicable.
(14)	CODE OF ETHICS Not Applicable.
(16)	LETTER RE CHANGE IN CERTIFYING ACCOUNTANT Not Applicable.
(17)	CORRESPONDENCE ON DEPARTURE OF DIRECTOR Not Applicable.
(20)	OTHER DOCUMENTS OR STATEMENTS TO SECURITY HOLDERS Not Applicable.
(23)	CONSENTS OF EXPERTS AND COUNSEL Not Applicable.
(24)	POWER OF ATTORNEY Not Applicable.

(99) ADDITIONAL EXHIBITS

(99.1) Form of Terms and Conditions Memorandum with respect to a grant of options pursuant to the Company's Long-Term Stock Incentive Plan.

(99.2) Form of Restricted Stock Award Agreement with respect to the Company's Long-Term Stock Incentive Plan.

(99.3) News Release of Constellation Brands, Inc. dated April 21, 2010.

(100) XBRL-RELATED DOCUMENTS

Not Applicable.

(101) INTERACTIVE DATA FILE

Not Applicable.

[LOGO]
Constellation
MEMORANDUM

TERMS AND CONDITIONS OF STOCK OPTIONS
CLASS 1 COMMON STOCK
[Date]

The CONSTELLATION BRANDS, INC. Long-Term Stock Incentive Plan, as amended from time to time (the “Plan”), enables Constellation Brands, Inc. (the “Company”) to grant stock options to purchase Class 1 Common Stock, par value \$.01 per share, of the Company (a “Share” or the “Shares”) to employees and directors of the Company (each, when granted a stock option, an “Optionee”). The stock options represented by this Memorandum and the accompanying award letter (respectively, the “Options” and the Memorandum and accompanying award letter, together, the “Documents”) are subject to all of the terms and conditions contained in the Documents. By accepting delivery of the Documents, the Optionee agrees to be bound by the terms and conditions of the Documents.

1. Term of Options. The Options, granted on _____ (the “Date of Grant”), will terminate and expire, to the extent not previously exercised, at 5:00 p.m. Eastern Time on _____, or such earlier date upon which the Options, or portion thereof, terminate or expire pursuant to the terms of the Plan or the Documents (the “Expiration Date”).
 2. Exercise of Options.
 - (a) The Options may be exercised in whole or in part at any time on or after _____ but no Options may be exercisable after the Expiration Date.
 - (b) The Optionee can exercise Options by complying with the provisions of the Plan and by following instructions provided in materials distributed by the Company. The exercise price, \$ _____ per share (the “Exercise Price”), for the number of shares subject to the Option (the “Option Shares”) being purchased and any related withholding tax obligations may be paid by the Optionee by (i) delivery of cash, money order or a certified or cashier’s check; (ii) tendering previously acquired Shares or shares of Class A Common Stock, par value \$.01 per share, of the Company (“Class A Shares”), as provided for in the Plan; (iii) delivery of a conversion notice or other conversion instructions acceptable to the Company irrevocably electing to convert a sufficient number of Shares received under the Option into Class A Shares (“Conversion Shares”) together with delivery of irrevocable instructions to a broker or other agent acceptable to the Company to promptly sell the Conversion Shares and to deliver to the Company the appropriate amount of proceeds; and/or (iv) any other payment method that is
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established by the Company (which payment method may be restricted or eliminated from time to time by the Company, in its sole discretion).

- (c) The Company will, without transfer or issue tax to the Optionee, issue and cause to be delivered to the Optionee the number of Option Shares purchased as soon as reasonably practicable after the Optionee has appropriately exercised any Options. The Company is not required to issue Shares to the Optionee until all obligations to withhold taxes and similar charges have been resolved to the satisfaction of the Company.
3. Termination of Relationship. As long as the Optionee continues to be a director of the Company, the Options may be exercised once they have vested and prior to their expiration. If the Optionee ceases to be a director of the Company as a result of the Optionee's death or disability, the Options shall all immediately vest. For this purpose, "disability" means a long-lasting physical or mental impairment that prevents the Optionee from performing his/her duties as a director, as solely determined by the Board of Directors. In addition, subject to Section 4 below, Options which have vested prior to the termination of the Optionee's relationship with the Company (or which have vested pursuant as a result of the Optionee's death or disability as set forth above) may be exercised by the Optionee, his designated beneficiary or legal representative or permitted transferee within one (1) year after the last day on which the Optionee was a member of the Board of Directors of the Company (the last day on which the Optionee is a member of the Board of Directors of the Company is referred to as the "Termination Date").
4. Limitations on Exercise Following Termination of Relationship.
- (a) The time period set forth in Section 3 above is subject to the restriction that Options may not be exercised after their Expiration Date.
 - (b) The time period set forth in Section 3 above is also subject to the restriction that no Option may be exercised by any person if the Optionee's relationship with the Company has been terminated for Cause, as defined in the Plan.
 - (c) Except as otherwise provided by the Committee administering the Plan, (i) the only Options that may be exercised after the Termination Date are those Options that were exercisable by the Optionee on the Termination Date; and (ii) any Options which are not exercisable on the Termination Date will automatically terminate on the Termination Date.
 - (d) Any Options which are exercisable on the Termination Date, but which are not exercised within the one (1) year period specified in Section 3 above, will automatically terminate at the end of that period.
5. Adjustments for Certain Events. The number and kind of unexercised Options and the Exercise Price of such Options are subject to adjustment in the event that certain transactions are taken by the Company which affect the Company's capital stock.
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6. Type of Options. The Options are nonqualified stock options granted pursuant to Section 5 of the Plan.
 7. No Transfer of Options. Unless transferability is authorized by the Option grant or otherwise permitted by the Committee, Options are not transferable by the Optionee other than (i) by will or the laws of descent and distribution, or (ii) pursuant to a domestic relations order. Because of laws affecting the transferability of the Option Shares, the Optionee should understand the securities laws and other implications of any transfer of Options.
 8. General Restriction on Issuance of Stock. The Company may require information or documents which enable it to insure compliance with any law or Rules (as defined in the Plan) of the Securities and Exchange Commission or any other governmental authority having jurisdiction under the Plan before it issues any Shares upon the exercise of any Options. If at any time the Committee administering the Plan shall determine that the listing, registration or qualification of the Option Shares under any state or federal law or other applicable Rule, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of the granting of the Options or the issue or purchase of Shares thereunder, such Options may not be exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
 9. Limitation on Sale or Disposition of Option Shares. If the Committee determines that the ability of the Optionee to sell or transfer Option Shares is restricted, then the Company may place a restrictive legend or stop transfer notation on its books with respect to such Option Shares. If a legend or stop transfer notation is placed on the Company's books with respect to an Optionee's Option Shares, the Optionee may only sell such Option Shares in compliance with such legend or notation.
 10. No Listing of Option Shares; Conversion. The Company has not listed the Option Shares for trading on the New York Stock Exchange and does not intend to effect such a listing. Pursuant to the Certificate of Incorporation of the Company, Option Shares may be converted into Class A Shares, but only if the Class A Shares received upon the conversion are sold or transferred immediately following the conversion in a market transaction or qualifying private transaction as such terms are defined in the Company's Certificate of Incorporation. The Class A Shares into which Option Shares may be converted have been or will, prior to issuance, be listed for trading on the New York Stock Exchange.
 11. Incorporation of Plan. The Options are subject to the terms and conditions of the Plan, which are incorporated herein by reference. The Company, upon request, will provide a copy of the Plan to the Optionee. To the extent that the terms and conditions of the Documents are inconsistent with the Plan, the provisions of the Plan shall control.
 12. Applicable Times and Dates. All references to times and dates in the Plan and in documents relating to the Plan refer, respectively, to Eastern Standard Time (or Eastern
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Daylight Savings Time, as appropriate) in the United States of America and to dates in New York State based on such Eastern Standard Time (or Eastern Daylight Savings Time, as appropriate).

RESTRICTED STOCK AGREEMENT

Pursuant to

**CONSTELLATION BRANDS, INC.
LONG-TERM STOCK INCENTIVE PLAN**

Name of Participant: _____

Date of Grant: _____

Number of Shares:

Value of Each Share on Date of Grant: \$ _____

This **RESTRICTED STOCK AGREEMENT** (the "Agreement"), dated as of _____, is made between Constellation Brands, Inc. (the "Company") and _____ (the "Participant") to record the granting of Restricted Stock on _____ (the "Date of Grant") to the Participant pursuant to the Company's Long-Term Stock Incentive Plan, as amended from time to time (the "Plan").

The Company and the Participant hereby agree as follows:

1. **Grant of Shares.** The Company hereby grants to the Participant, as of the Date of Grant, subject to and in accordance with the terms and conditions of the Plan and this Agreement, _____ shares of the Company's Class A Common Stock, par value \$.01 per share (the "Class A Stock"). (The grant of shares of Class A Stock to the Participant, evidenced by this Agreement, is an award of Restricted Stock (as defined in the Plan) and such shares of Restricted Stock are referred to herein as the "Shares".)

2. **Vesting of Shares.**

(a) **Service.** Ownership of 100% of the Shares shall vest on _____, provided that the Participant continues as a member of the Company's Board of Directors until such date.

(b) **Death or Disability.** If the Participant ceases being a member of the Company's Board of Directors as a result of the Participant's death or disability, the Shares shall immediately vest. For this purpose, "disability" means a long-lasting physical or mental impairment that prevents the Participant from performing his/her duties as a member of the Company's Board of Directors, as solely determined by the Board of Directors.

- (c) **Change in Control.** The Shares are subject to the provisions of the Plan pertaining to a Change in Control of the Company.
3. **Forfeiture.** Shares that do not become vested in accordance with the vesting criteria set forth in Section 2 above (and any dividends or other distributions related to such Shares) shall be forfeited to the Company.
4. **Legend.** Each share certificate representing the Shares shall bear a legend indicating that such Shares are "Restricted Stock" and are subject to the provisions of this Agreement and the Plan.
5. **Transferability; Restricted Share Certificates to be Held by the Company.** The Shares shall become transferable only when they become vested in accordance with Section 2 of this Agreement. Share certificates representing all unvested Shares shall be held by the Company until such Shares have become vested. As the Shares vest, and as all other restrictions and conditions set forth in this Agreement and under the Plan (as they apply to Restricted Stock) are satisfied, certificates representing the Shares (along with any dividends and other distributions relating to those Shares) shall be released to the Participant. At that time, the Company shall take such steps as may be appropriate to delete the legend on the certificate which identifies the Shares as Restricted Stock.
6. **Section 83(b) Election.** The Participant may elect, within 30 days of the Date of Grant pursuant to Section 83(b) of the Internal Revenue Code, to include in his or her gross income the fair market value of the Shares covered by this Agreement in the taxable year of grant. If the Participant makes this election, he shall promptly notify the Company by submitting to the Company a copy of the statement filed with the Internal Revenue Service in which the Participant makes such election.
7. **General Restrictions on Issuance of Stock Certificates.** The Company shall not be required to deliver any certificate representing the Shares until it has been furnished with such opinions, representations or other documents as it may deem necessary or desirable, in its discretion, to insure compliance with any law or Rules of the Securities and Exchange Commission or any other governmental authority having jurisdiction under the Plan or over the Company, the Participant, or the Shares or any interests granted thereunder. This award of Restricted Stock is also subject to the condition that, if at any time the Committee administering the Plan shall determine, in its discretion, that the listing, registration or qualification of the Shares (or any capital stock distributed thereon) upon the New York Stock Exchange, any other securities exchange, the NASDAQ Stock Market or under any state or Federal law or other applicable Rule, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of this award of Restricted Stock or the issue of the Shares (or the issue of any dividends or other distributions related to the Shares), the Shares (and any dividends or other distributions related thereto) may not be transferred unless such listing, registration, qualification, consent or approval shall have been effected or obtained to the complete satisfaction of the Committee and free of any conditions not acceptable to the Committee.
8. **Rights as Shareholder.** Except for the dividend and distribution restrictions described below, and the transfer and other restrictions set forth elsewhere in this Agreement and in the Plan, the Participant, as record holder of the Shares, shall possess all the rights of a holder of the Company's Class A Stock, including voting, dividend and other distribution rights, provided, however, that prior to vesting, the certificates representing the Shares, as well as any dividends or other distributions with respect to such Shares, shall be held by the Company for the benefit of the Participant. Any distributions with respect to the Shares in the form of capital stock shall be treated as Restricted Stock in the same manner as the Shares. If the underlying Shares do not vest, then any capital stock distributed with respect to the Shares, as well as any other dividends or other distributions with respect to such Shares, shall be forfeited to the Company. The Participant agrees to deliver to the Company a stock power executed in blank covering the Shares (and covering any capital stock distributed with respect to such Shares) which shall be returned to Participant with the appropriate stock certificate when the Shares represented thereby vest. The stock power with respect to any certificate representing Shares which do not vest shall be completed in the name of the Company by an officer of the Company and returned to the treasury.
9. **Adjustment of Shares.** As provided by the Plan, in the event of any change in the Class A Stock of the Company by reason of any stock dividend, stock split, recapitalization, reorganization, merger, consolidation, split-up, combination, or exchange of shares, or rights offering to purchase Class A Stock at a price substantially below fair market value, or of any similar change affecting the Class A Stock, the Shares shall be adjusted automatically consistent with such change to prevent substantial dilution or enlargement of the rights granted to, or available for, the Participant hereunder.
10. **Coordination With Plan.** The Participant acknowledges that he has previously received a copy of the Plan and agrees to be bound by all of the terms and provisions thereof, including any which may conflict with those contained in this Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meaning given to such terms under the Plan.
11. **Notices.** All notices to the Company shall be in writing and sent to the Company's General Counsel at the Company's offices located at 207 High Point Drive, Building 100, Victor, New York 14564. Notices to the Participant shall be addressed to the Participant at _____.
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IN WITNESS WHEREOF, the Company and the Participant have caused this Restricted Stock Agreement to be executed on the date set forth opposite their respective signatures, it being further understood that the Date of Grant may differ from the date of signature.

Dated: _____

CONSTELLATION BRANDS, INC.

By: _____

Its: _____

Dated: _____

**[LOGO] Constellation
NEWS RELEASE**

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Media Relations

Angie Blackwell--585-678-7141
Cheryl Gossin--585-678-7191

Investor Relations

Patty Yahn-Urlaub--585-678-7483
Bob Czudak--585-678-7170

**CONSTELLATION BRANDS NAMES JERRY
FOWDEN TO ITS BOARD OF DIRECTORS**

VICTOR, N.Y., April 21, 2010 – Constellation Brands, Inc. (NYSE: STZ, ASX: CBR), the world’s leading wine company, announced today that its board of directors has elected Jerry Fowden, 53, to fill a board vacancy effective May 1, 2010. Fowden is chief executive officer (CEO) of Cott Corporation, a private label non-alcoholic beverage manufacturer. Fowden has years of leadership experience serving in a variety of roles with Trader Media Group, ABInBev, Bass Brewers and Pepsi Cola International, among others.

“We are very pleased to welcome Jerry to the board of directors and believe his experience across a number of industries, including beverage alcohol, will provide excellent guidance and we look forward to the contributions he will make to the organization,” said Constellation’s Chairman of the Board Richard Sands.

Fowden joined Cott Corporation in 2007 and served in the company’s international operating segments. He was named CEO in 2009. Prior to joining Cott, he managed European geographies for InBev, now ABInBev. Fowden resides in Tampa, Fla.

About Constellation Brands

Constellation Brands is the world’s leading wine company that achieves success through an unmatched knowledge of wine consumers, storied brands that suit varied lives and tastes and talented employees world-wide. With a broad portfolio of widely admired premium products across the wine, beer and spirits categories, Constellation’s brand portfolio includes Robert Mondavi, Hardys, Clos du Bois, Blackstone, Arbor Mist, Estancia, Ravenswood, Jackson-Triggs, Kim Crawford, Corona Extra, Black Velvet Canadian Whisky and SVEDKA Vodka.

Constellation Brands (NYSE: STZ and STZ.B; ASX: CBR) is an S&P 500 Index and Fortune 1000® company with more than 100 total brands in our portfolio, sales in about 150 countries and operations in approximately 45 facilities. The company believes that industry leadership involves a commitment to our brands, to the trade, to the land, to investors and to different people around the world

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who turn to our products when celebrating big moments or enjoying quiet ones. We express this commitment through our vision: to elevate life with every glass raised. To learn more about Constellation visit the company's web site at www.cbrands.com.

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