

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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) November 24, 2016

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.

(e) Compensatory Arrangements of Certain Officers

On November 24, 2016, Constellation Brands Canada, Inc. (“Constellation Canada”), an indirect, wholly-owned subsidiary of Constellation Brands, Inc. (the “Company”), entered into a retention bonus agreement with John A. (Jay) Wright (the “Retention Bonus Agreement”) in order to incentivize his continued efforts related to closing the sale of the Company’s Canadian wine business.

In the event that a sale of the Company’s Canadian wine business closes on or before December 31, 2016 and Mr. Wright is employed by Constellation Canada on the closing date, the Retention Bonus Agreement entitles Mr. Wright to receive a cash bonus of CDN\$700,000, less applicable deductions, paid within 30 days following the closing. Mr. Wright is also entitled to payment of the bonus if he is terminated without cause (as cause is defined under his employment agreement) before closing. Mr. Wright forfeits the cash bonus if he resigns from Constellation Canada or is terminated for cause by Constellation Canada, in either case, at any time on or before closing. Payment of the cash bonus under the Retention Bonus Agreement does not alter or affect any other compensation or benefits Mr. Wright may be entitled to under any other arrangement with Constellation Canada or under applicable law.

The preceding description of Mr. Wright’s Retention Bonus Agreement is a summary and is qualified in its entirety by the Retention Bonus Agreement filed herewith as Exhibit 10.1, all of which is 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 exhibit is filed as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Retention Bonus Agreement dated November 24, 2016 between Constellation Brands Canada, Inc. and John A. (Jay) Wright.

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: November 28, 2016

CONSTELLATION BRANDS, INC.

By: /s/ David Klein
David Klein
Executive Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
(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.
(10)	MATERIAL CONTRACTS
(10.1)	Retention Bonus Agreement dated November 24, 2016 between Constellation Brands Canada, Inc. and John A. (Jay) Wright (filed herewith). *
(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 Not Applicable.
(100)	XBRL-RELATED DOCUMENTS Not Applicable.

(101) INTERACTIVE DATA FILE

Not Applicable.

(106) STATIC POOL PDF

Not Applicable.

* Designates management contract or compensatory plan or arrangement.

RETENTION BONUS AGREEMENT

This RETENTION BONUS AGREEMENT (this “**Agreement**”) between CONSTELLATION BRANDS CANADA, INC. (“**Constellation Canada**”) and **Jay Wright** (the “**Employee**”) is effective as of the later of the dates set forth below.

1. **Grant of Retention Bonus**

Constellation Canada grants the Employee the right to receive a cash payment of CDN\$ **\$700,000** less applicable deductions (the “**Retention Bonus**”), payable within thirty (30) days of the closing (“**Closing**”) of a transaction that results in a Change in Control, all on the terms and conditions outlined in this Agreement.

For the purposes of this Agreement, a “**Change in Control**” means the occurrence of any of the following events: (a) the consummation of an amalgamation, arrangement, consolidation, share exchange, share sale, asset sale, take-over bid, or other form of business combination of Constellation Canada (or such other affiliated or successor entity of Constellation Canada which carries on the Canadian wine business of Constellation Brands, Inc.) (the “**Company**”) with another person that results in the holder(s) of voting securities of that other person holding, directly or indirectly, in the aggregate, more than fifty percent (50%) of all outstanding voting securities of the Company or the entity resulting from the business combination; (b) the acquisition by any person or persons acting jointly or in concert, whether directly or indirectly, of beneficial ownership of voting securities of the Company that constitutes in the aggregate more than fifty percent (50%) of all of the outstanding voting securities of the Company; (c) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Company; or (d) the dissolution or liquidation of the Company except in connection with the distribution of assets of the Company to one or more persons which were affiliates of the Company immediately prior to such event. A transaction will not constitute a Change in Control if its sole purpose is to change the jurisdiction of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the person(s) who held the Company’s securities immediately before such transaction. For avoidance of doubt, an initial public offering of the Company will not constitute a Change in Control. A transaction will also not constitute a Change in Control if such transaction results in the Company or any successor to the Company’s business being controlled, directly or indirectly, by the same person(s) who controlled the Company, directly or indirectly, immediately before such transaction.

2. **Requirements to Receive a Retention Bonus**

To receive the Retention Bonus, the Employee must remain continuously employed by Constellation Canada until Closing and the Closing must have occurred not later than December 31, 2016.

In the event Constellation Canada terminates the Employee without cause before Closing, Constellation Canada will pay the Retention Bonus to the Employee as soon as possible after such termination in accordance with its payroll practices.

3. Forfeiture of Retention Bonus

The Employee is not eligible to receive the Retention Bonus if at any time prior to Closing: (a) the Employee resigns from Constellation Canada; or (b) the Employee's employment is terminated by Constellation Canada for cause.

For the purposes of this Agreement, "cause" means, with respect to the Employee: (a) "cause" as such term is defined in the written employment agreement between Constellation Canada and the Employee; or (b) in the event there is no written employment agreement between Constellation Canada and the Employee or "cause" is not defined in the written employment agreement between Constellation Canada and the Employee, then "cause" means: (1) any intentional, non-incident misappropriation of funds or property of Constellation Canada by Employee; (2) unreasonable (and persistent) neglect or refusal by Employee to perform his employment duties and which Employee does not remedy within thirty days after receipt of written notice from Constellation Canada; (3) the material breach by Employee of any provision of any applicable non-compete, non-solicit or confidentiality covenants applicable to Employee which is not remedied by Employee within thirty days after receipt of written notice from Constellation Canada; or (4) conviction of Employee of an indictable offence.

4. Effect of Retention Bonus on Other Benefits

Payment of the Retention Bonus will not alter or affect any other entitlement, including any applicable severance pay or pay in lieu of notice, that the Employee may receive under any other agreement, plan, policy or arrangement of or with Constellation Canada or under applicable law. For clarity, and without limiting the foregoing, the Retention Bonus will not be considered in the computation of the Employee's base salary, any other bonus amount, or in the determination of any other payments that the Employee may be entitled to receive pursuant to the terms of the Employee's employment with Constellation Canada or under applicable law.

5. No Change in Employment Status

This Agreement and the payment of the Retention Bonus are not a contract or guarantee of employment with Constellation Canada and they are not intended to change the Employee's employment status in any manner.

6. No Right to Assign

The Employee may not sell, transfer or assign the Employee's right to receive the Retention Bonus or pledge it as security for a loan or otherwise, and the Employee's creditors may not garnish, attach, encumber or levy on it prior to its payment.

7. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. Entire Agreement

Except as otherwise specifically referenced herein, this Agreement is the entire agreement between the Employee and Constellation Canada concerning the terms of the Retention Bonus and this Agreement supersedes any other agreement, arrangement, understanding or statement made to the Employee in that regard.

IN WITNESS WHEREOF, the parties agree that they have read and accepted all of the terms and conditions stipulated in this Agreement, effective as of the later of the dates set forth above.

CONSTELLATION BRANDS CANADA, INC.

/s/ Don Dychuck

Don Dychuck
Sr. Vice President, Constellation Brands Canada, Inc.

Date: 24 Nov 2016

I understand and agree that any entitlement I may have to the Retention Bonus will be on the terms and conditions set out in this Agreement.

/s/ Jay Wright

Jay Wright

Date: 24 Nov 2016