

**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) March 27, 2018

**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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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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**

At a meeting held on March 27, 2018, the Human Resources Committee (the “Committee”) of the Board of Directors (the “Board”) of Constellation Brands, Inc. (the “Company”) took the following actions with regard to certain compensatory arrangements for certain of the Company’s senior management personnel, including its Executive Officers.

*Fiscal 2018 Incentive Awards*

The Committee determined the amount to be paid in annual incentive awards under the Company’s Annual Management Incentive Plan (the “AMIP”) in accordance with its 2018 Fiscal Year Award Program for Executive Officers (the “2018 Program”). The following table sets forth the cash payments to those Executive Officers identified below with respect to their annual incentive awards under the 2018 Program:

<b>Name and Position</b>	<b>Award</b>
Richard Sands, Chairman of the Board	\$2,449,452
Robert Sands, Chief Executive Officer	\$2,498,017
David Klein, Executive Vice President and Chief Financial Officer	\$818,249
William F. Hackett, Executive Vice President and Chairman, Beer Division	\$312,070
F. Paul Hetterich, Executive Vice President and President, Beer Division	\$732,118

*Certification of Performance Results regarding Fiscal 2016 - Fiscal 2018 Performance Share Unit Awards*

The Committee certified the achievement of Fiscal 2016 - Fiscal 2018 Relative Stockholder Return (as that term is defined in the award agreement) performance sufficient for recipients of Fiscal 2016 - Fiscal 2018 Performance Share Unit awards (which were granted on April 28, 2015 and June 29, 2015) to earn two times the target award level set forth in their respective Performance Share Unit Agreement. Each recipient’s award will vest if the recipient remains in continuous employment with the Company or any of its subsidiaries until May 1, 2018 <sup>(1)</sup>. On that date, each Executive Officer who was the recipient of a Fiscal 2016 - Fiscal 2018 Performance Share Unit Award would earn the respective number of shares of the Company’s Class A Common Stock as constitutes two times the individual’s target award level pursuant to his respective Performance Share Unit Agreement. The following table sets forth the amounts of shares of the Company’s Class A Common Stock to be earned on May 1, 2018 by those Executive Officers identified below:

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Name	Shares Expected to be Earned
Robert Sands	18,940
David Klein	4,820
William F. Hackett	5,860
F. Paul Hetterich	5,180

- (1) The Fiscal 2016 - Fiscal 2018 Performance Share Unit awards can vest at an earlier date upon death or PSU Disability (as that term is defined in the award agreement) of the recipient or upon a PSU Change in Control (as that term is defined in the award agreement); provided, that, in each such case, the Fiscal 2016 - Fiscal 2018 Performance Share Unit awards would vest at each recipient's respective target level.

Annual Cash Incentive Award Rules

The Committee adopted the Rules for Cash Incentive Awards (the "Rules") under the Company's Long-Term Stock Incentive Plan (the "LTSIP"), the form of which is filed herewith as Exhibit 10.1 and incorporated herein by reference. The Rules are designed to provide a framework under the LTSIP under which the Committee may further carry out the cash incentive award provisions of the LTSIP. For fiscal 2019, the Committee established net sales, EBIT (earnings before interest and taxes), and free cash flow, as the performance goals for our executive officers.

**Item 9.01 Financial Statements and Exhibits.**

- (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	Rules for Cash Incentive Awards under the Constellation Brands, Inc. Long-Term Stock Incentive Plan

**INDEX TO EXHIBITS**

<u>Exhibit No.</u>	<u>Description</u>
(10)	MATERIAL CONTRACTS
(10.1)	<a href="#">Rules for Cash Incentive Awards under the Constellation Brands, Inc. Long-Term Stock Incentive Plan</a>

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## 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: March 29, 2018

CONSTELLATION BRANDS, INC.

By: /s/ David Klein

David Klein

Executive Vice President and  
Chief Financial Officer

**Rules for Cash Incentive Awards under the  
Constellation Brands, Inc. Long-Term Stock Incentive Plan**

1. **Background.** This document describes the rules applicable to “Cash Incentive Awards” granted under Section 10 of the Constellation Brands, Inc. Long-Term Stock Incentive Plan, as Amended and Restated July 18, 2017 (the “Plan”), and shall be referred to as the Annual Management Incentive Program. The Committee adopts these rules pursuant to Section 2 of the Plan. Capitalized terms not specifically defined herein have the meanings specified in the Plan.
2. **Participation.** The Committee shall determine in writing who shall receive Awards. Individuals may be granted Awards at any time during a Performance Period provided that such addition occurs before December of the Performance Period. Payments under an Award shall be prorated based on the period of time worked during a Performance Period. An individual granted an Award has no vested or contractual right to the compensation provided herein. An individual who is designated as a Participant for a given Performance Period is not guaranteed or assured of being selected for participation in any subsequent Performance Period.
3. **Performance Metrics.** The Committee will establish in writing at the time or times that it deems appropriate an Award Schedule for each Award, including any target award level and any applicable range of performance (e.g., threshold, target and maximum levels).
4. **Determination of Awards.** Following the completion of the Performance Period, the Committee shall determine the extent to which the Performance Goals have been achieved. A Participant’s Award may be calculated by multiplying the Participant’s Salary by the Participant’s target award level and performance level (e.g., threshold, target, maximum, etc.) set forth in the Award Schedule with respect to each Performance Goal, and multiplying such amount by the percentage of the Award allocated to that Performance Goal under the Award Schedule. If the actual performance level falls between the designated levels of performance set forth in the Award Schedule, the percentage by which the Participant’s salary is multiplied may be interpolated. A similar calculation is performed for all of the Performance Goals, and the Participant’s total Award may be the sum of these calculations. The Committee may increase or decrease the amount to be paid under an Award in its sole discretion to adjust for events not considered when it determined the Performance Goals or to take into account individual performance.
5. **Payment of Awards.** The Committee shall approval the payment of Awards to Executive Officers. Payments shall in no event be made later than the 15<sup>th</sup> day of the third month following the end of the Performance Period.
6. **Termination of Employment.** Except as set forth below, in the event that a Participant terminates employment for any reason before the last day of the Performance Period, the Participant will forfeit all rights to an Award with respect to that Performance Period.

In the event of a Participant’s Retirement, Disability, death, or involuntary termination without Cause prior to the end of the Performance Period, the Company will pay a ratable portion of the Award that would have been paid to the Participant if the Participant had not terminated employment. Such Award, if any, will be paid at the same time Awards are paid to similarly situated Participants who do not terminate employment. The ratable portion of the Award shall be determined by multiplying the Award that would have been paid to the Participant if the Participant had not terminated employment by a fraction, the numerator of which is the number of full or partial months during the Performance Period during which the Participant was employed, and the denominator of which is the number of calendar months in the Performance Period.

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In the event of a Participant's termination of employment on or after the last day of the Performance Period and before the payment date for any reason, the Committee will pay the Participant the Award that would have been paid to the Participant if the Participant had not terminated employment. Such Award, if any, will be paid at the same time Awards are paid to similarly situated Participants who do not terminate employment.

7. Effect of a Change in Control. In the event of a Change in Control, as defined under the Plan, the Performance Period shall end on the date of the Change in Control and the Performance Goals shall be adjusted to reflect the early termination of the Performance Period. If the Performance Goals, as adjusted, are deemed satisfied by the Committee, a Participant may receive a ratable portion of the Award that would have been paid if the Performance Period had not been terminated early and the Performance Goals had been satisfied. The ratable portion of the Award shall be determined by multiplying the original Award by a fraction with a numerator equal to the number of months from the first day of the Performance Period to the date of the Change in Control (including any fractional month) and a denominator equal to twelve.
8. No Right to Employment. Receiving an Award shall not confer upon any Participant any right to continued employment. The right to dismiss any employee with or without cause or notice is specifically reserved to the Company.
9. Withholding for Taxes. Payments under an Award shall be treated as supplemental wages when determining the amount of any federal or state taxes or other employment related withholdings required by law to be withheld with respect to such payments.
10. Definitions.

"Award" shall mean a Cash Incentive Award as defined under Section 10 of the Plan.

"Award Schedule" shall mean the documentation that sets forth the Performance Goals applicable to an Award(s) for a Performance Period, including any target award level and any applicable range of performance.

"Cause" means gross negligence or willful misconduct or commission of a felony or an act of moral turpitude determined by the Chief Executive Officer of the Company or the Board to be detrimental to the best interests of the Company or, such other definition set forth in a written employment agreement with the Company.

"Company" shall mean Constellation Brands, Inc. and its direct and indirect subsidiaries.

"Disability" means, unless the Committee specifies otherwise in a Participant's Award document, a termination of employment due to the inability of a Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than six months, all as verified by a physician acceptable to, or selected by, the Company.

"Performance Period" shall be the period commencing on March 1 and ending on the last day of February.

"Retirement" means a termination of employment by an employee who is at least 60 years of age and after at least 5 years of service with the Company, other than when grounds exist for the employee's termination for Cause.

"Salary" shall mean the Participant's actual base compensation earned for the applicable Performance Period. Actual base compensation earned shall be determined exclusive of any other compensation such as equity or cash-settled awards or grants of any kind, any income related to equity or cash-settled awards

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(such as from stock option exercises, equity vesting events, dividends, or dividend equivalents), annual or one-time bonus awards, etc.