
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) October 24, 2006

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
(I.R.S. Employer
Identification No.)

370 Woodcliff Drive, Suite 300, Fairport, New York
(Address of principal executive offices)

14450
(Zip Code)

Registrant's telephone number, including area code (585) 218-3600

N/A
(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 1.01. Entry into a Material Definitive Agreement.

On October 24, 2006, Constellation Brands, Inc., a Delaware corporation (“Constellation”) entered into a letter agreement with Thomas S. Summer, Executive Vice President and Chief Financial Officer of Constellation, regarding his retirement. Pursuant to the letter agreement, Mr. Summer will continue to perform on a full time basis his duties as Executive Vice President and Chief Financial Officer until May 15, 2007 (the “Transition Date”) or such earlier date on which a new Chief Financial Officer has been appointed. Mr. Summer will also assist in identifying a successor to his position. On the Transition Date, or such earlier date when a new Chief Financial Officer has been appointed, Mr. Summer will resign from his position as Executive Vice President and Chief Financial Officer. From the date of the letter agreement until the Transition Date, Mr. Summer will continue to receive his current compensation and benefits in accordance with Constellation’s benefit plans.

Mr. Summer will continue as an employee of Constellation after the Transition Date, or such earlier date when a new Chief Financial Officer is appointed, through May 14, 2008 (the “Separation Date”) providing transitional assistance in person or by telephone or other electronic means as reasonably requested by the Chief Executive Officer of Constellation. During the period between the Transition Date and the Separation Date (the “Transition Period”), Mr. Summer will receive the base compensation that he was receiving on the Transition Date and will be entitled to such retirement and welfare benefits that are generally provided to employees consistent with the terms of such plans. He will not be entitled to bonuses, stock options or other incentive compensation during the Transition Period or for the fiscal years ending after the Transition Date except that he will have the right to participate in the annual option grants expected to be awarded in April 2007 and he will be paid a lump sum amount of \$88,800 on the Transition Date. The Company will consider increasing Mr. Summer’s compensation during the Transition Period if the demands placed on him become excessive.

After the Separation Date, Mr. Summer will not be entitled to receive compensation, severance or other benefits except as follows. He will be entitled to receive vested benefits under Constellation’s retirement plans and stock incentive plans, reimbursement for business expenses properly incurred before the Separation Date and rights as provided by law. All outstanding options will immediately vest on the Separation Date and he will have thirty (30) days from the Separation Date to exercise vested stock options.

The Separation Date may become a date earlier than May 14, 2008 by mutual consent of the parties.

In consideration of the benefits provided under the letter agreement, Mr. Summer covenanted not to compete with Constellation or solicit customers of Constellation through the Separation Date. Constellation may consider, if requested, modifications to the foregoing covenant where it believes the competitive impact to be minimal or otherwise manageable.

The above description of the letter agreement is qualified in its entirety by the terms and conditions of the letter agreement which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On October 25, 2006, Constellation announced that Thomas S. Summer, Executive Vice President and Chief Financial Officer of Constellation, plans to retire from his position. In order to ensure a smooth transition, Mr. Summer will remain in his position as Chief Financial Officer until the earlier of May 15, 2007 or the date on which a new Chief Financial Officer is appointed. Thereafter, Mr. Summer will continue in an advisory role with Constellation through May 14, 2008 or an earlier date mutually agreed upon by Constellation and Mr. Summer.

Item 7.01. Regulation FD Disclosure.

On October 25, 2006, Constellation issued a press release, a copy of which is furnished herewith as Exhibit 99.2 and is incorporated herein by reference, announcing the retirement of Thomas S. Summer.

The information in the press release attached as Exhibit 99.2 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, or otherwise subject to the liabilities of that section. It may only be incorporated by reference in another filing under the Securities Exchange Act of 1934, or the Securities Act of 1933, if and to the extent such subsequent filing specifically references the information incorporated by reference herein.

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: October 25, 2006

CONSTELLATION BRANDS, INC.

By: /s/ Thomas J. Mullin

Name: Thomas J. Mullin

Title: Executive Vice President and General Counsel

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 or filed as part of this Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
99.1	Letter agreement dated October 24, 2006 between Constellation and Thomas S. Summer.
99.2	Press Release dated October 25, 2006.

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)	Letter agreement dated October 24, 2006 between Constellation and Thomas S. Summer.
(99.2)	Press Release dated October 25, 2006.
(100)	XBRL-RELATED DOCUMENTS Not Applicable.

[LOGO] Constellation

October 24, 2006

Mr. Thomas S. Summer
370 Woodcliff Drive Suite 300
Fairport, NY 14450

Dear Tom:

In connection with your desire to retire from the Company, this letter agreement is intended to summarize the terms and conditions of your transition and retirement and your commitment to help identify, train and transition a successor to your position as Chief Financial Officer.

It is understood that you will perform the duties of, and continue your responsibilities as, the Company's Executive Vice President and Chief Financial Officer until May 15, 2007 (the "Transition Date"), or, if earlier, the date on which a new Chief Financial Officer has been appointed, and you will perform such duties on a full-time basis and consistent with the professional standards of that position. In addition to performing such duties, you will assist the Company in identifying an appropriate successor to your position as Chief Financial Officer. In compensation for your services from the date of this Agreement until the Transition Date, you will continue to receive your current base compensation, incentive compensation and benefits in accordance with the Company's plans for such benefits.

On the Transition Date or such earlier date that a new Chief Financial Officer has been appointed, you will resign from your position as the Company's Executive Vice President and Chief Financial Officer. From the Transition Date (or, if earlier, the date on which a new Chief Financial Officer has been appointed) through May 14, 2008 (the "Separation Date"), you will continue as an employee of the Company providing such transitional assistance as the Company's Chief Executive Officer may reasonably request. For example, you agree to provide transitional support to your successor and to consult with your successor and the Chief Executive Officer on matters consistent with your abilities and experience. While you are not required to be physically present in the Company's offices on a daily basis, you agree to be available for consultation either in person or by telephone or other electronic means. In compensation for your services from the Transition Date to the Separation Date (the "Transition Period"), you will receive the base compensation you are earning as of the Transition Date, a lump sum payment on the Transition Date equal to \$88,800, and such retirement and welfare benefits that are generally provided to Company employees in accordance with the Company's plans for such benefits. You will not be eligible for any other bonus, stock options or other incentive compensation during the Transition Period or for fiscal years ending after the Transition Date, except that you will have the right to participate in the annual option grants awarded in April 2007. If the demands placed on you during the Transition Period become excessive, the Company will consider a reasonable request to increase your compensation to reflect those demands.

On the Separation Date it is expected that you will retire from the Company, and you will have no right to receive compensation, severance or other benefits after the Separation Date. Of course, after you retire, you will still have the right to receive your vested benefits under the terms of the Company's retirement plans and the Company's Long-Term Stock Incentive Plan, as well as those rights you have under applicable law (such as COBRA). You will be eligible to vest in stock options under the Company's Long-Term Stock Incentive Plan through the Separation Date, provided that all other conditions to the vesting of such options, as set forth in the Long-Term Stock Incentive Plan and the stock option agreement covering such options, are satisfied. On the Separation Date, all of your outstanding options shall be immediately vested. As a participant in the Company's Long-Term Stock Incentive Plan who is terminating employment before retirement and subject to the terms of such plan, you will have 30 days from the Separation Date to exercise vested stock options. In accordance with the Company's policies, you will be reimbursed for all properly-incurred business expenses incurred on or before the Separation Date. The Company and you may mutually agree to accelerate the Separation Date to a date that is prior to May 14, 2008.

In consideration for the benefits to be provided to you in this Agreement, you agree that from the date of this Agreement until the Separation Date, you will not, directly or indirectly compete with any business in which the Company or any of its affiliates is currently engaged or actively developing, or solicit any person who is a customer of a business conducted by the Company or any of its affiliates. For purposes of this Agreement, the phrase "compete" shall include serving as an employee, an officer, a director, an owner, or a partner of any such business or otherwise engaging in or assisting another to engage in any such business. Without limiting the foregoing, the Company may consider, on an "as requested" basis, modifications to your restrictions on competition where management of the Company believes the competitive impact on the Company to be minimal or otherwise manageable.

The terms of this Agreement supersede any other agreement between you and the Company (including without limitation that certain employment letter dated March 10, 1997), and are in lieu of any rights or claims that you may have with respect to severance or other benefits, or any other form of remuneration from the Company and its affiliates. Payments made to you under this Agreement will be subject to applicable income, employment and other taxes required to be withheld on such payments. This Agreement may not be amended or terminated except by a written instrument signed by you and the Company, and this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

If the terms and conditions are agreeable to you, please indicate your acceptance of the above in the space provided below and return the enclosed copy to me.

We value very highly your past and continuing contributions to the Company, and we appreciate your willingness to make every effort to effect a smooth transition.

Sincerely,
Constellation Brands, Inc.

/s/ Richard Sands
Richard Sands, Chief Executive Officer

Agreed to this 24th day
of October, 2006.

/s/ Thomas S. Summer
Thomas S. Summer

**NEWS RELEASE****Media Relations**

Mike Martin 585-218-3669

Kevin Harwood 585-218-3666

Investor Relations

Bob Czudak 585-218-3668

CHIEF FINANCIAL OFFICER ANNOUNCES PLAN TO RETIRE FROM CONSTELLATION BRANDS

FAIRPORT, N.Y., October 25, 2006 – Constellation Brands, Inc. (NYSE: STZ, ASX: CBR), a leading international producer and marketer of beverage alcohol brands, announced today that Executive Vice President and Chief Financial Officer (CFO) Tom Summer plans to retire from his position on, or about, May 15, 2007. Summer has held the position since 1997 and agreed to remain as CFO until May 2007, which will take Constellation through its 10-K filing for fiscal 2007 and provide an orderly transition to his successor.

“Tom has been an integral part of Constellation’s dynamic growth over the past decade, in addition to playing a vital role as a member of our executive management team,” said Richard Sands, Constellation Brands chairman and chief executive officer. “We thank Tom for everything he has contributed to Constellation’s growth, image and stature as a company, and we are pleased that he will provide his invaluable experience, knowledge and expertise to facilitate a seamless transition.”

“It’s been a privilege and honor to participate in this very exciting chapter of Constellation’s history,” stated Summer. “It’s been hard work, as well as fun, yet it’s always been gratifying as we built a formidable international leadership position in the beverage alcohol business. On a personal note, I am looking forward to exploring a variety of new challenges and spending more time with my family.”

- more -

Constellation Brands will conduct an internal and external search to find Summer's successor and has retained a leading executive search firm to assist the company with that effort.

Constellation Brands, Inc. is a leading international producer and marketer of beverage alcohol brands with a broad portfolio across the wine, spirits and imported beer categories. Well-known brands in Constellation's portfolio include: Almaden, Arbor Mist, Vendange, Woodbridge by Robert Mondavi, Hardys, Nobilo, Kim Crawford, Alice White, Ruffino, Kumala, Robert Mondavi Private Selection, Rex Goliath, Toasted Head, Blackstone, Ravenswood, Estancia, Franciscan Oakville Estate, Inniskillin, Jackson-Triggs, Simi, Robert Mondavi Winery, Stowells, Blackthorn, Black Velvet, Mr. Boston, Fleischmann's, Paul Masson Grande Amber Brandy, Chi-Chi's, 99 Schnapps, Ridgmont Reserve 1792, Effen Vodka, Corona Extra, Corona Light, Pacifico, Modelo Especial, Negra Modelo, St. Pauli Girl, Tsingtao. For additional information about Constellation Brands, as well as its product portfolio, visit the company's Web site at www.cbrands.com.

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