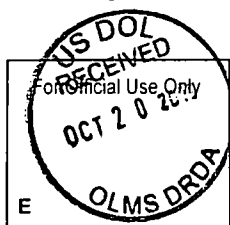


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 10-31-2013



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

600238

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525

Person Filing

2. Name and mailing address (include ZIP Code):

Name

Title

Organization LRI Consulting Services, Inc.

P.O. Box, Bldg., Room No., if any

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma ZIP Code + 4 74011

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization Constellations Brands U.S. Operations Inc

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 801 Main Street

City St Helena

State CA ZIP Code + 4 94574

7. Date entered into:

5 / 29 / 2015

8. Name of person(s) through whom made:

Name Greg Gratteau

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

President
(If other title, see
instructions)

Title CEO

14. Signed

Treasurer
(If other title, see
instructions)

Title President

On 9/29/2015 918-455-9995
Date Telephone Number

On 9/29/2015 918-455-9995
Date Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

See Attached

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 6/22/15

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name Mark Lema

Organization Lema & Associates

P.O. Box, Bldg., Room No., if any Po Box 129

Street

City Burlington

State New Jersey ZIP Code + 4 08016

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition



Proposal

May 29, 2015

Greg Gratteau
Vice President Human Resources - Operations
Constellation Brands U.S. Operations, Inc., dba Woodbridge Winery
801 Main Street
St. Helena, CA 94574

707-967-2139
Greg.Gratteau@CBrands.com

RE: Quarterly Risk Assessments

Situation Assessment

You have asked for a proposal for conducting employee focus groups at designated locations. You want direct feedback from your employees based on both organized focus groups and informal interactions with them on the floor. You seek to understand their problems and concerns and what they experience at work that explains their feedback. You want to understand if the underlying issues are shared across all shifts and departments or relevant to only subsets of the organization. You are committed to making sure employees feel safe and share their candid views and opinions. You want the focus groups to be inclusive and will involve a large sample of employees from across the organization.

Proposed Intervention(s)

Employee Focus Groups: Our consultant will conduct and report findings from direct interactions with employees during focus group sessions and informal consultant/employee interactions at locations you designate. Our consultant will work with you to define the scope of the project and plan the necessary logistics. This work includes developing a meeting schedule, generating a valid and appropriate sample of the employee population, and the communications needed to announce and explain the focus groups and ensure that employees feel safe participating. We will provide a complete report of our findings, analysis and recommendations.

Objectives

- Facilitating a safe, direct interaction with small groups of randomly selected employees to obtain the clearest possible insight into employees' views of their employment opportunity, and their problems and concerns;
- Identifying coaching priorities for front-line leaders, higher risk shifts and or departments, and improvement opportunities;
- A complete report of our findings and analysis, and a prioritized list of recommendations based on your most important opportunities to support first level leaders, improve employee relations and reduce risk.

Value to Organization

- Increased ROI on employee relations investments by identifying and focusing action-planning and mitigation efforts on high-value opportunities;
- Enhanced leadership credibility and greater goodwill with the work force by visibly seeking to better understand employees' concerns;
- An even more positive work place.



Terms and Conditions

The fee for four quarterly risk assessments based on focus groups and informal interactions with employees is \$85,000 (plus travel expenses). Each quarterly assessment will be performed by a senior LRI consultant who will be on site for two separate or contiguous weeks during the quarter. Fifty percent of the fee (\$42,500) for this engagement is due upon acceptance. The balance becomes due upon the conclusion of the second quarterly assessment or six months from the date of acceptance. Travel expenses will be invoiced separately and are due upon receipt. Any additional days of consulting service must be approved in advance and will be billed at the standard fee of \$3000 per day per consultant (plus travel expenses). Fees for consulting services are nonrefundable.

The fee for consulting services described in this proposal have been aggressively discounted. Nondisclosure of this discounted fee arrangement is material to LRIC's decision to provide the services for the proposed terms. Constellation Brands agrees to use commercially reasonable efforts to keep this fee arrangement confidential.

Payment Terms

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you monthly and you agree to pay those invoices within 45 days of receipt. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products.

You further acknowledge that no representation by LRI or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You also acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company to criminal penalties. LRI agrees to accurately fill out and furnish to you a Form LM-10 Employee Report suitable for filing by you with USDOL within no less than 60 days following the end of your fiscal year. Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Acceptance

We accept the proposal above and the intervention selected:

☒ Employee Focus Groups - Direct Employee Feedback

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel


Date: May 29, 2015

For Constellation Brands U.S. Operations, Inc.,
dba Woodbridge Winery

Greg Gratteau, Vice President Human Resources -
Operations

Date:

6/3/15

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Forbes

Inc.
50
TOP 100

Labor Relations Institute, Inc.

7850 S. Elm Place - Suite E
Broken Arrow, OK 74011