

**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)

July 22, 2009

RESOURCES CONNECTION, INC.

Delaware
(State or other jurisdiction
of incorporation)

0-32113
(Commission
File Number)

33-0832424
(IRS Employer
Identification No.)

17101 Armstrong Avenue, Irvine, CA
(Address of principal executive offices)

92614
(Zip Code)

Registrant's telephone number, including area code

(714) 430-6400

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:

- 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 July 22, 2009, Thomas D. Christopoul resigned from his positions as President and Chief Executive Officer of Resources Connection, Inc. (the “Company” or “Resources”) and as a member of the Company’s Board of Directors. In connection with Mr. Christopoul’s resignation on July 22, 2009 (the “Separation Date”), the Company and Mr. Christopoul entered into a Severance and General Release Agreement (the “Severance Agreement”). The Severance Agreement is attached as Exhibit 10.1 and the terms thereof are incorporated by reference herein.

Under the terms of the Severance Agreement, the Company has agreed to pay Mr. Christopoul within 10 days of the Separation Date (i) a lump sum payment of \$3,500,000 plus an amount equal to his accrued vacation balance and base salary payable through the end of this month (less applicable tax withholdings), and (ii) a bonus in the amount of \$281,250 (less applicable tax withholdings), for the fiscal year 2009 bonus period, which has been earned but not yet paid to Mr. Christopoul as of the Separation Date. No bonus will be payable to Mr. Christopoul for any period after the Separation Date.

All of Mr. Christopoul’s outstanding unvested stock options, which he was awarded during his employment, will automatically vest as of the Separation Date and will remain exercisable for the duration of the term of such awards (generally 10 years following the date of the award), after which time they will expire and be canceled. The Company expects to record a non-cash charge of approximately \$1,500,000 resulting from the vesting of Mr. Christopoul’s outstanding stock options.

Mr. Christopoul and his dependents will also be allowed continued participation in the Company’s group health insurance plans at the Company’s expense for a period of three (3) years following the Separation Date, subject to earlier termination upon his eligibility to participate in substantially comparable group health plans of a subsequent employer or other entity.

Mr. Christopoul will be subject to various restrictive covenants for a period of twenty-four (24) months after the Separation Date, including covenants contained in the Employment Agreement between Mr. Christopoul and the Company, dated June 1, 2008.

In accordance with applicable law, Mr. Christopoul may revoke the Severance Agreement at any time during the seven days following the execution of the Severance Agreement, in which case he will not be entitled to the payments provided in the Severance Agreement.

In connection with Mr. Christopoul’s departure from the Company, the Board has reappointed Donald B. Murray, the Company’s founder and current Executive Chairman, as Chief Executive Officer. Mr. Murray will also continue to serve as the Chairperson of the Board. Mr. Murray, age 62, previously served as the Company’s President and Chief Executive Officer from June 1996 through May 31, 2008.

Item 7.01 Regulation FD Disclosure

The full text of the Company’s press release, issued on July 23, 2009, announcing Mr. Christopoul’s resignation and Mr. Murray’s reappointment as Chief Executive Officer is included as Exhibit 99.1 to this report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Severance and General Release Agreement, dated July 22, 2009, between Thomas D. Christopoul and Resources Connection, Inc.

99.1 Press release, dated July 23, 2009.

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.

RESOURCES CONNECTION, INC.

Date: July 23, 2009

By: /s/ Kate W. Duchene

Kate W. Duchene

Chief Legal Officer & Secretary

SEVERANCE AND GENERAL RELEASE AGREEMENT

In accordance with the terms and provisions of the Employment Agreement (the "Employment Agreement") made as of June 1, 2008, between Thomas D. Christopoul (the "Executive") and Resources Connection, Inc., (the "Company") and in exchange and consideration of the covenants undertaken and releases contained in this Severance and General Release Agreement ("Agreement"), the Executive and the Company enter into this Agreement on this 22nd day of July, 2009 (the "Separation Date"), and agree as follows:

1. **Resignation:** Executive hereby resigns from employment by, and from any and all of his positions with (including without limitation, as a member of the Board of Directors of the Company and as President and Chief Executive Officer of the Company), the Company and each of its affiliates effective immediately. Accordingly, the Company and Executive acknowledge that any contractual (except as expressly provided herein) or employment relationship between them terminates immediately, and that they have no further contractual relationship (except as may arise out of or be expressly provided for in this Agreement) or employment relationship hereafter.

2. **Severance:** The Company shall pay to or provide for the Executive the following:

A. A lump sum cash payment, payable within ten (10) business days after the Separation Date, equal to the sum of (i) any accrued but unpaid Base Salary as of the Separation Date (including any accrued but unpaid personal time off), plus the Base Salary that the Executive would have earned had he remained employed through July 31, 2009, (ii) the Earned/Unpaid Annual Bonus, if any, and (iii) an amount equal to seven times Executive's current Base Salary of \$500,000, less such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. A summary of payments to be made to the Executive (other than any payments other than accrued but unpaid personal time off required by clause (i) of this Section 2(A)) is annexed as Exhibit 1.

B. Continued participation in the Company's group health insurance plans for Executive and Executive's dependents, including the group medical, vision and dental plans, at the Company's expense until the earlier of (i) the expiration of three (3) years from August 1, 2009, or (ii) Executive's eligibility for participation in the substantially comparable group health plan of a subsequent employer or entity. For the avoidance of doubt, in the event that Executive shall become eligible to participate in a subsequent employer's or entity's substantially comparable benefits plan(s) offering one or more, but not all, of the benefits herein described (for example, group medical, but not vision and dental), Executive shall be entitled to continue to receive from the Company the benefits that are not offered, and/or for which he is not eligible, under the subsequent employer's or entity's benefits plan(s) until the earliest of the expiration of three (3) years from August 1, 2009 or he becomes so eligible (if at all).

Except as set forth above in this Section 2 and below in Section 3, and except for Executive's vested benefits under the Company's 401(k) plan: (i) Executive will not be entitled to any other benefits in connection with the termination of his employment, and (ii) Executive represents and agrees that he has received all compensation and other benefits which he is due from the Company and its affiliates and no other compensation or benefits are or will be due to Executive from the Company or any of its affiliates.

3. **Stock Options:** As of the date of Executive's termination of employment, any remaining unvested stock options or restricted stock received during the term of his employment, shall automatically be deemed vested and remain exercisable for the duration of the term of such award, notwithstanding any other provision of this Agreement or applicable plans.

4. **Company Property:** Executive warrants and represents that he has returned any and all property belonging to the Company, provided, however, the Company agrees to allow Executive to keep his Blackberry device and laptop computer. In connection with and conditioned upon the retention of these devices, Executive shall agree in writing to delete permanently or return any and all Company confidential information stored thereon. The Company and Executive further agree that Executive may use the Company's e-mail system through August 31, 2009 for professional and reasonable transition. Effective September 1, 2009 through December 31, 2009, the Company will set up auto-forwarding on his email account to redirect incoming e-mail to an address provided by Executive. Executive may also retain his personal cell phone number following his separation from the Company, and the Company shall provide such reasonable assistance as is necessary in order to cause the transfer of such number to Executive.

5. **No Admission of Liability:** The Company expressly denies any violation of any of its policies, procedures, state or federal laws or regulations. Accordingly, while this Agreement resolves all issues between Executive and the Company relating to alleged violation of the Company's policies or procedures or any state or federal law or regulation, if any, this Agreement does not constitute an adjudication or finding on the merits and it is not, and shall not be construed as, an admission by the Company of any violation of its policies, procedures, state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by the Company of any violation of its policies, procedures, state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality. The Company acknowledges that, as of the Separation Date, the Company is not aware of any violation by Executive during the course of his employment by the Company of any of its policies, procedures, rules of governance, corporate compliance plans or similar corporate governing documents or any state or federal laws or regulations.

6. **Release:**

BY EXECUTIVE: Except for those obligations created by or arising out of this Agreement, Executive, on behalf of himself, his descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby acknowledges the full and complete satisfaction by the Company of its obligations under the Employment Agreement, and hereby releases and discharges and covenants not to sue the Company, its divisions, affiliated corporations, past and present, and each of them, as well as its and their directors, officers, managers, shareholders, representatives, assignees, successors, agents and executives, past and present, and each of them (individually and collectively, the "Releasees"). This release applies to any and all claims, wages, agreements, obligations, demands, rights, causes of action and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected (collectively "Claims"), arising out of or in any way connected with Executive's employment relationship with, or his resignation, separation or termination from, the Company, including, without limitation, any Claims for severance pay, bonus or similar benefit, sick leave, personal time off, retirement, vacation pay, holiday pay, life insurance, health or medical insurance or any other non-ERISA fringe benefit, workers' compensation or disability, or any other Claims resulting from any act or omission by or on the part of Releasees committed or omitted prior to the Separation Date, including, without limitation, any Claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the New Jersey antidiscrimination laws, or any other federal, state or local law, regulation or ordinance.

BY THE COMPANY: Except for (i) those obligations created by or arising out of this Agreement or (ii) any and all claims, agreements, obligations, demands, rights, causes of action and liabilities arising out of Executive's intentional misconduct, the Company, on behalf of itself and on behalf of the Company's divisions, affiliated corporations, past and present, and each of them, as well as on behalf of its and their directors, officers, managers, shareholders, representatives, assignees, successors, agents and executives, past and present, and each of them, hereby acknowledges the full and complete satisfaction by Executive of his obligations under the Employment Agreement, and hereby releases and discharges and covenants not to sue Executive, his descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them. This release applies to any and all claims, agreements, obligations, demands, rights, causes of action and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of or in any way connected with any acts or omissions by Executive engaged in during the course of Executive's employment by the Company and/or arising out of or in any way connected with Executive's employment relationship with, or his resignation, separation or termination from, the Company.

7. **Bar to Claims:** It is a further condition of the consideration hereof and is the intention of both parties in executing this instrument that the same shall be effective as a bar as to each and every claim, demand and cause of action hereinabove specified and, in furtherance of this intention, Executive hereby expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. Nothing contained in this Agreement shall be interpreted to prevent any governmental agency from pursuing any matter which it deems appropriate or to prevent Executive from filing a charge or administrative complaint with any governmental administrative agency; provided, however, that any and all remedies available on behalf of Executive are covered by the releases in this Agreement.

8. **Unknown Claims:** It is the intention of Executive in executing this instrument that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, Executive hereby expressly waives any and all rights and benefits conferred upon him by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those related to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action hereinabove specified. SECTION 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Executive acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this Agreement. Nevertheless, Executive hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Executive acknowledges that he understands the significance and consequence of such release and such specific waiver of SECTION 1542.

9. **ADEA Waiver:** Executive expressly acknowledges and agrees that, by entering into this Agreement, he is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967, as amended, which have arisen on or before the Separation Date. Executive further expressly acknowledges and agrees that:

- A. In return for this Agreement he will receive compensation beyond that which he already was entitled to receive before entering into this Agreement;
- B. He is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement;
- C. He was given a copy of this Agreement on July 20, 2009, and informed that he had 21 days within which to consider the Agreement; however, Executive may waive the 21-day period; and
- D. He was informed that he has seven (7) days following the Separation Date in which to revoke the Agreement.

Any revocation pursuant to clause D above should be in writing, expressly reference the Agreement, and be addressed and delivered as provided in Section 23 so that it is received prior to the expiration of such 7-day period.

10. **Non-Disparagement:** Executive and the Company agree that they will not make any defamatory or disparaging oral or written comments or statements (hereinafter, “Disparaging Comments”) concerning the other, his or its business, reputation, executives, or past or present directors or affiliates or subsidiaries. The parties agree that this non-disparagement clause is a material term of the Agreement and, if breached, damages would be difficult to ascertain. Accordingly, either party found in breach of this provision shall pay to the non-breaching party liquidated damages in the amount of \$25,000.00 per occurrence, plus reasonable attorneys’ fees incurred to enforce this provision. For purposes of this provision, “Disparaging Comments” is defined to include any verbal, electronic, or written statement which would affirmatively discredit, belittle, or ridicule Executive or the Company, as the case may be, either personally or professionally.

11. **Severability:** If any provision of this Agreement or its application is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and, therefore, the provisions of this Agreement are declared to be severable.

12. **Restrictive Covenants:** In accordance with the terms of his Employment Agreement, for a period of two years following the Separation Date, the Executive will continue to be bound by the provisions of paragraph 14, *Restrictive Covenants*, in the Employment Agreement.

13. **Confidentiality:** In accordance with paragraph 15, *Confidentiality*, of the Executive's Employment Agreement, Executive will not at any time, unless compelled by lawful process, disclose or use for his own benefit or purposes or the benefit or purposes of any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise other than the Company and any of its subsidiaries or affiliates, any trade secrets, or other confidential data or information relating to customers, development programs, costs, marketing, trading, investment, sales activities, promotion, credit and financial data, manufacturing processes, financing methods, plans, or the business and affairs of the Company generally, or of any subsidiary or affiliate of the Company; provided that the foregoing shall not apply to information which is not unique to the Company or which is generally known to the industry or the public other than as a result of Executive's breach of this covenant. Executive agrees that upon termination of his employment with the Company for any reason, he will return to the Company immediately all memoranda, books, papers, plans, information, letters and other data, and all copies thereof or therefrom, in any way relating to the business of the Company and its affiliates, except that he may retain personal notes, notebooks and diaries that do not contain confidential information of the type described in the preceding sentence. Executive further agrees that he will not retain or use for his account at any time any trade names, trademark or other proprietary business designation used or owned in connection with the business of the Company or its affiliates.

14. **Entire Agreement:** This Agreement embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior agreements of the parties hereto on the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to be merged into this Agreement and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein. Notwithstanding the foregoing, this Agreement is not intended to modify or extinguish any rights or obligations contained in (i) any stock option, restricted stock or other equity or equity-based award agreement between Executive and the Company that was executed prior to the Separation Date or (ii) any indemnification agreement between Executive and the Company prior to Separation Date.

15. **No Assignment:** Executive warrants and represents that he has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and Executive shall defend, indemnify and hold harmless the Company from and against any claim based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

16. **Non-Binding Mediation:** Except as provided otherwise herein, before commencing any legal proceeding in any court of law, any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or any other controversy arising out of Executive's employment, including, but not limited to, any state or federal statutory claims, shall first be submitted to non-binding mediation in Orange County, California, before a sole mediator selected from Judicial Arbitration and Mediation Services, Inc., Orange County, California, or its successor ("JAMS"), or if JAMS is no longer able to supply the mediator, such mediator shall be selected from the American Arbitration Association, provided, however, that provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while mediation proceedings are pending.

17. **Telecopied Signatures:** In order to expedite the execution of this Agreement, telecopied signatures may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. Executive and the Company intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of and reliance upon telecopied signatures. Following any facsimile transmittal, the respective party shall deliver the original instrument by reputable overnight courier in accordance with the notice provisions of this Agreement.

18. **Governing Law:** The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

19. **Drafting of Agreement:** Each party has cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party on the basis that the party was the drafter, and Executive waives the benefits of any statutory or other presumption to the contrary.
20. **Advice of Counsel:** In entering this Agreement, the parties represent that they have relied upon (or been given an opportunity to rely upon) the advice of their attorneys, who are attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys (or they have chosen to forgo such advice and explanation), and that those terms are fully understood and voluntarily accepted by them.
21. **Waiver of Breach:** No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
22. **Supplementary Documents:** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.
23. **Notice:** Any notice required to be given to the Company pursuant to this Agreement, shall be in writing and shall be deemed to have been sufficiently given either when served personally or via facsimile and addressed to the appropriate party. Any notice required to be given to Executive pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given when served personally, by first class mail or via facsimile.

Notices to the Company shall be effective only when addressed to:

Kate W. Duchene, Chief Legal Officer
Resources Connection, Inc.
17101 Armstrong Avenue
Irvine, California 92614

With a copy to:

David A. Krinsky, Esq.
O'Melveny & Myers, LLP
610 Newport Center Drive, Suite 1700
Newport Beach, CA 92660

Notices to Executive shall be effective only when addressed to:

Thomas D. Christopoul
392 Saddle Back Trail
Franklin Lakes, NJ 07417

With a copy to:

Steven A. Holt, Esq.
Mandelbaum Salsburg, PC
155 Prospect Avenue
West Orange, NJ 07052

24. **Headings Not Controlling:** Headings are used only for ease of reference and are not controlling.

The undersigned have read and understand the consequences of this Agreement and voluntarily sign it. The undersigned declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on the Separation Date in Irvine, Orange County, California.

_____/s_____
Kate W. Duchene
Chief Legal Officer
For Resources Connection, Inc.

EXECUTED on the Separation Date in Franklin Lakes, Bergen County, New Jersey.

_____/s_____
Thomas D. Christopoul

ACKNOWLEDGMENT AND WAIVER

I, Thomas D. Christopoul, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and voluntarily chose to sign the Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under applicable law that the foregoing is true and correct.

EXECUTED this 22nd day of July, 2009, at Bergen County, New Jersey.

_____/s_____
Thomas D. Christopoul

EXHIBIT 1

CASH PAYOUT

Base Salary Payout: \$3,500,000, less applicable withholding taxes
(Computed on a Base Salary of \$500,000)

FY 2009 Bonus Award: \$281,250

Accrued & Unpaid Time Off: \$ 53,845.12

TOTAL CASH PAYOUT: \$3,835,095.12, less applicable withholding

ACCELERATION OF EQUITY AWARDS

Grant No.	Award Amount	Price	Term
G0006090	150,000	\$20.46	June 2, 2018
G0006372	90,000	\$14.48	February 19, 2019

Immediate Release**Media Contact:**

Jeff Bellows, Managing Director, public relations
(US+) 1-617-897-0350 or jeff.bellows@resources-us.com

Analyst Contact:

Nate Franke, Chief Financial Officer
(US+) 1-714-430-6500 or nate.franke@resources-us.com

Resources Connection, Inc. Announces Management Change

IRVINE, Calif., July 23, 2009 – The Board of Directors (the “Board”) of Resources Connection, Inc. (NASDAQ: RECN), a multinational professional services firm that provides to clients – through its operating subsidiary, Resources Global Professionals (“Resources”) – accomplished professionals in accounting and finance, risk management and internal audit, information management, human capital, supply chain management and legal services, today announced that, at the request of the Board, Thomas D. Christopoul has resigned from his positions as the Company’s President & Chief Executive Officer and as a member of the Board of Directors, effective immediately. Mr. Christopoul will pursue other interests outside of Resources. Concurrently, the Board has reappointed Donald B. Murray, the Company’s founder and current Executive Chairman, as Chief Executive Officer. Mr. Murray will also continue to serve as the Chairperson of the Board. Mr. Murray previously served as the Company’s President and Chief Executive Officer from June 1996 through May 31, 2008.

Lead Independent Director, A. Robert Pisano, stated: “We are fortunate to be able to transition executive responsibility smoothly back to Don. He is the visionary for our business model. As we focus all of our efforts on a return to profitability, we will be well served by his leadership.”

Mr. Murray added: “I return to the position of Chief Executive Officer with more passion for our business model than ever. I intend to work with the management team to sharpen our focus on clients, responding to their needs, and getting our consultants busy. Despite the difficulties stemming from the global economic environment, I remain convinced by the relevancy of our business model and our ability to assist our clients in a meaningful way as we round the corners of stabilization and recovery.”

Mr. Pisano noted: “Don and the Board would like to thank Tom for his contributions and service to the Company as an Independent Board Member and for his service as Chief Executive. We wish him well in his future endeavors.”

Mr. Christopoul added: “I am truly grateful to Don, the Board and all of my distinguished colleagues at Resources for the opportunity to serve such a fine Company. I wish the organization nothing but great success now and in the future.”

Resources will hold an investor conference call on Friday, July 24, 2009, at 8:00 am EDT. The dial-in number for the conference call will be: 877-419-6592. No password is required; simply ask for the Resources Global Professionals conference call.

The conference call will be broadcast in simultaneous listen-only mode on the Resources Global Professionals website at <http://ir.resourcesglobal.com/events.cfm>. A digital replay of the conference call will also be available through July 31, 2009 at: 888-203-1112. The password for the replay is: 6354654. The call will also be archived on the Resources Global Professionals website for 30 days.

ABOUT RESOURCES GLOBAL PROFESSIONALS

Resources Global Professionals, the operating subsidiary of Resources Connection, Inc. (NASDAQ: RECN), is a multinational professional services firm that helps business leaders execute internal initiatives. Partnering with business leaders, we drive internal change across all parts of a global enterprise – finance and accounting, information management, internal audit, human capital, legal services and supply chain management.

Resources Global was founded in 1996 within a Big Four accounting firm. Today, we are a publicly traded company with over 2,800 professionals, from more than 80 practice offices, annually serving 2,100 clients around the world.

Headquartered in Irvine, California, Resources Global has served 84 of the Fortune 100 companies.

The Company is listed on the NASDAQ Global Select Market, the exchange's highest tier by listing standards. More information about Resources Global is available at <http://www.resourcesglobal.com>.

Certain statements in this press release are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such forward-looking statements may be identified by words such as “anticipates,” “believes,” “can,” “continue,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “should,” or “will” or the negative of these terms or other comparable terminology. In this press release, such statements include return to profitability and the relevancy of our business model and ability to assist clients in a meaningful way. Such statements and all phases of Resources Connection's operations are subject to known and unknown risks, uncertainties and other factors, including seasonality, overall economic conditions and other factors and uncertainties as are identified in our most recent Annual Report on Form 10-K and our other public filings made with the Securities and Exchange Commission (File No. 0-32113). Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. Resources Connection's, and its industry's, actual results, levels of activity, performance or achievements may be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. The Company undertakes no obligation to update the forward-looking statements in this press release.

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