

**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 July 13, 2005

RESOURCES CONNECTION, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

0-32113
(Commission File Number)

33-0832424
(IRS Employer
Identification No.)

695 Town Center Drive, Suite 600, Costa Mesa, California
(Address of Principal Executive Offices)

92626
(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 (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))

Section 5 – Corporate Governance and Management

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

(c) On July 13, 2005, Resources Connection, Inc. (“Resources”) announced its hiring of Anthony Cherbak in the newly-created position of Executive Vice President of Operations. Mr. Cherbak, age 50, joined Resources’ operating entity, Resources Global Professionals, effective July 11, 2005, and will serve as the company’s principal operating officer reporting to the company’s Chief Executive Officer.

Prior to joining Resources, Mr. Cherbak was a senior audit partner with the firm of Deloitte & Touche LLP (“Deloitte”) for more than 15 years. Mr. Cherbak retired from Deloitte in 2005. In 1996, Mr. Cherbak served as the Chief Financial Officer of Mossimo, a publicly traded apparel company, before rejoining Deloitte in mid-1997. Resources issued a press release on July 13, 2005, announcing Mr. Cherbak’s hire. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated herein by this reference.

The Company hired Mr. Cherbak pursuant to a written offer letter. A copy of the offer letter is attached as Exhibit 99.2 hereto and incorporated herein by this reference. The offer letter provides, among other things, that Mr. Cherbak will receive a base salary of \$277,000 per year. In connection with his engagement, Mr. Cherbak was awarded 25,000 shares of restricted stock and 25,000 stock options pursuant to the company’s 2004 Performance Incentive Plan. The restricted stock and stock options are scheduled to vest in annual installments over five years and four years, respectively. A copy of the sample Restricted Stock Award Agreement to evidence the restricted stock award contemplated by the offer letter is attached as Exhibit 99.3 hereto and incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

99.1 Text of press release, dated July 13, 2005.

99.2 Text of offer letter, dated April 14, 2005 between Anthony Cherbak and Resources Global Professionals.

99.3 Sample Restricted Stock Award Agreement

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 13, 2005

By: /s/ Kate W. Duchene

Kate W. Duchene
Chief Legal Officer & Asst. Secretary

Resources Global Professionals Names Tony Cherbak Executive Vice President of Operations

New Position to Support Domestic and International Growth

COSTA MESA, Calif., July 13, 2005 – Resources Global Professionals, the operating subsidiary of Resources Connection, Inc. (Nasdaq: RECN), an international professional services firm, today announced that Tony Cherbak has been named to the newly-created position of Executive Vice President of Operations, effective July 11, 2005. He will be designated a principal officer of the Company.

Mr. Cherbak brings to Resources Global Professionals over 26 years of professional services, operations and financial management experience. He joins the company from Deloitte & Touche LLP (“Deloitte”), where he spent the majority of his career as an audit partner in the Orange County, California office. Mr. Cherbak led the firm’s consumer business practice for its Pacific Southwest region, and most recently served as the partner in charge of the Orange County audit practice. In 1996, Mr. Cherbak took a position as CFO of the apparel company Mossimo before rejoining Deloitte in mid 1997.

“We searched for and found the right addition to our executive team to help us continue to grow and manage the expanded business,” said Don Murray, Resources Global Professionals Chairman, President and CEO. “Managing growth in a way that maintains our culture, our productivity and well-regarded client service, while realizing cost efficiencies across our firm, takes a special talent and Tony has that.”

Mr. Cherbak will have responsibility for Resources’ overall operations, including deployment of a new information management system, and the real estate needs of the company as it continues to expand its presence in the U.S., Canada, Europe and Asia.

Mr. Cherbak graduated from Loyola Marymount University in 1978 with a BS in Accounting.

ABOUT RESOURCES GLOBAL PROFESSIONALS

Resources Global Professionals, Inc. is an international professional services firm that provides accounting and finance, human capital, information management, supply chain management, internal audit/risk management, and legal services on a project basis. The Company was originated as part of Deloitte & Touche LLP in North America. Its legacy in Europe is from Ernst & Young and in Asia Pacific from Deloitte Touche Tohmatsu Australia and Deloitte Touche Tohmatsu Taiwan. Resources Global Professionals today is completely independent, autonomous and publicly traded on NASDAQ. In addition to its project professional services, Resources Global Professionals has established itself as a leading business services provider for companies seeking independent and cost effective assistance for meeting or complying with many of the complex business and regulatory issues in today's marketplace.

Headquartered in Costa Mesa, California, the Company operates from more than 60 worldwide offices. The U.S. client portfolio boasts more than 30 of the Fortune 50 companies. The company was recently named to Forbes 200 Best Small Companies list for the third consecutive year. More information about the company is available at <http://www.resourcesglobal.com>.

April 14, 2005

Mr. Tony Cherbak

PRIVATE & CONFIDENTIAL

Dear Tony:

As we have discussed, I am very pleased to extend to you an offer of employment with Resources Global Professionals as Executive Vice President of Operations in our Costa Mesa, California office. Below, enumerated are the terms and conditions of your offer.

- Your starting salary will be \$277,000 per annum, payable in bi-weekly installments. In addition, you will be eligible for bonus consideration annually based on your contribution for that year.
- We will grant you 25,000 shares of restricted stock. Such stock will be granted subject to the company's 2004 Performance Incentive Plan, and applicable award document. The stock will vest over a five-year period.
- We intend to grant you 25,000 stock options at a fair market value price on the next option award date following your hire date. The company grants options on a quarterly basis. These options are granted subject to the company's 2004 Performance Incentive Plan.
- If you are terminated without cause during the first 36 months of employment, the Company agrees to pay you a lump sum separation payment equivalent to one year of base salary. If you are terminated without cause after your 12th month of employment and before your 60th month of employment, the Company agrees to accelerate the vesting schedule of the above-referenced stock options and restricted stock, as applicable, so that you will be fully vested in such grants on the date of termination.
- Your start date will be a mutually agreed upon date. **Your employment with Resources is conditional upon the satisfactory completion of a background and reference check.** Resources will notify you upon release of all contingencies.
- Resources' current benefit program covers group insurance benefits. The comprehensive group insurance benefit program includes medical, vision, dental, long-term disability, basic, optional and dependent life insurance options, and a flexible spending plan. Resources underwrites 70 percent of your medical, vision, dental, long-term disability and basic life insurance election. **Eligibility for health programs will start sixty (60) days from the first day of the calendar month following your date of hire. You may want to explore COBRA coverage from your current employer prior to becoming eligible for Resources benefits.** I know you have certain questions about our medical insurance plan. We have arranged for our health plan broker, Dennis Ullman, to discuss the details of the plan with you at your convenience. Dennis can be reached at 949-756-5730.
- There is also a comprehensive Personal Time Off Program. Under this program you will accrue 28 paid personal days off per year, and under this plan you are not asked to account for the time off; i.e., vacation, sick leave or personal time, etc.
- We have a voluntary 401(k) plan with an annual discretionary matching contribution and an Employee Stock Purchase Plan that allows eligible employees to purchase shares of the company's stock at a 15% discount.

In order to comply with the Immigration Reform and Control Act of 1986, it will be necessary for you to provide documentation verifying your employment eligibility. You will also be required to sign the enclosed Resources'

Confidentiality, Employee Inventions and Non-Solicitation Agreement and Insider Trading Policy upon hire. Your employment will be at-will and this offer does not create a contract of employment or employment for a specified term. This letter and our employment application are intended to be the final, complete, and exclusive statement of the terms of the offer of employment to you.

To confirm your acceptance of our offer and the terms of this letter, please sign below in the space provided and return the original to us within ten (10) business days from the date of this letter. Please retain the copy for your records. You will also need to sign the signature pages as stipulated in the online employment application and forward them to me to begin the background and reference process. If there are any concerns regarding the background check, please notify me as soon as possible.

Tony, I personally want to express to you our enthusiasm about your involvement with Resources Global Professionals. It has been a pleasure talking with you about this opportunity. **If you have any issues or concerns regarding the acceptance of your new position, please contact me.** We look forward to your participation and extend best wishes in this new endeavor.

Best Regards,



Don Murray
President and Chief Executive Officer

I hereby accept Resources Global Professionals' employment offer as described in this letter. I understand that my acceptance of this offer does not constitute an employment contract and that this offer of employment may be terminated, either by Resources Global Professionals or myself at anytime, for any reason, with or without notice.

Signature

Date

Resources Global Professionals is an Equal Opportunity Employer.

**RESOURCES CONNECTION, INC.
2004 PERFORMANCE INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT**

THIS RESTRICTED STOCK AWARD AGREEMENT (this “**Award Agreement**”) is dated as of [_____, 2005] (the “**Award Date**”) by and between Resources Connection, Inc., a Delaware corporation (the “**Corporation**”), and [_____] (the “**Participant**”).

WITNESSETH

WHEREAS, pursuant to the Resources Connection, Inc. 2004 Performance Incentive Plan (the “**Plan**”), the Corporation hereby grants to the Participant, effective as of the date hereof, a restricted stock award (the “**Award**”), upon the terms and conditions set forth herein and in the Plan.

NOW THEREFORE, in consideration of services rendered and to be rendered by the Participant, and the mutual promises made herein and the mutual benefits to be derived therefrom, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Plan.

2. Grant. Subject to the terms of this Award Agreement, the Corporation hereby grants to the Participant an Award with respect to an aggregate of [_____] restricted shares of Common Stock of the Corporation (the “**Restricted Stock**”).

3. Vesting. Subject to Section 8 below, the Award shall vest, and restrictions (other than those set forth in Section 8.1 of the Plan) shall lapse, with respect to one-fifth of the total number of shares of Restricted Stock (subject to adjustment under Section 7.1 of the Plan) on each of the first, second, third, fourth and fifth anniversaries of the Award Date. The Board reserves the right to accelerate the vesting of the Restricted Stock in such circumstances as it, in its sole discretion, deems appropriate and any such acceleration shall be effective only when set forth in a written instrument executed by an officer of the Corporation.

4. Continuance of Employment. The vesting schedule requires continued employment or service through each applicable vesting date as a condition to the vesting of the applicable installment of the Award and the rights and benefits under this Award Agreement. Partial employment or service, even if substantial, during any vesting period will not entitle the Participant to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or services as provided in Section 8 below or under the Plan.

Nothing contained in this Award Agreement or the Plan constitutes an employment or service commitment by the Corporation, affects the Participant’s status as an employee at will who is subject to termination without cause, confers upon the Participant any right to remain employed by or in service to the Corporation or any of its Subsidiaries, interferes in any way with the right of the Corporation or any of its Subsidiaries at any time to terminate such

employment or services, or affects the right of the Corporation or any of its Subsidiaries to increase or decrease the Participant's other compensation or benefits. Nothing in this paragraph, however, is intended to adversely affect any independent contractual right of the Participant without his or her consent thereto.

5. Dividend and Voting Rights. After the Award Date, the Participant shall be entitled to cash dividends and voting rights with respect to the shares of Restricted Stock subject to the Award even though such shares are not vested, provided that such rights shall terminate immediately as to any shares of Restricted Stock that are forfeited pursuant to Section 8 below.

6. Restrictions on Transfer. Prior to the time that they have become vested pursuant to Section 3 hereof or Section 7 of the Plan, neither the Restricted Stock, nor any interest therein, amount payable in respect thereof, or Restricted Property (as defined in Section 9 hereof) may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily. The transfer restrictions in the preceding sentence shall not apply to transfers to the Corporation.

7. Stock Certificates.

(a) **Book Entry Form.** The Corporation shall issue the shares of Restricted Stock subject to the Award either: (a) in certificate form as provided in Section 7(b) below; or (b) in book entry form, registered in the name of the Participant with notations regarding the applicable restrictions on transfer imposed under this Award Agreement.

(b) **Certificates to be Held by Corporation; Legend.** Any certificates representing shares of Restricted Stock that may be delivered to the Participant by the Corporation prior to vesting shall be redelivered to the Corporation to be held by the Corporation until the restrictions on such shares shall have lapsed and the shares shall thereby have become vested or the shares represented thereby have been forfeited hereunder. Such certificates shall bear the following legend:

"The ownership of this certificate and the shares of stock evidenced hereby and any interest therein are subject to substantial restrictions on transfer under an Agreement entered into between the registered owner and Resources Connection, Inc. A copy of such Agreement is on file in the office of the Secretary of Resources Connection, Inc."

(c) **Delivery of Certificates Upon Vesting.** Promptly after the vesting of any shares of Restricted Stock pursuant to Section 3 hereof or Section 7 of the Plan, the Corporation shall, as applicable, either remove the notations on any shares of Restricted Stock issued in book entry form which have vested or deliver to the Participant a certificate or certificates evidencing the number of shares of Restricted Stock which have vested (or, in either case, such lesser number of shares as may be permitted pursuant to Section 8.5 of the Plan). The Participant (or the beneficiary or personal representative of the Participant in the event of the Participant's death or disability, as the case may be) shall deliver to the Corporation any representations or other documents or assurances as the Corporation may determine to be necessary or reasonably advisable in order to ensure compliance with all Applicable Laws with respect to the grant of the Award and deliver of shares of Common Stock in respect thereof. The shares so delivered shall no longer be restricted shares hereunder.

(d) **Stock Power; Power of Attorney.** Concurrently with the execution and delivery of this Award Agreement, the Participant shall deliver to the Corporation an executed stock power in the form attached hereto as Exhibit A, in blank, with respect to such shares. The Corporation shall not deliver any share certificates in accordance with this Agreement unless and until the Corporation shall have received such stock power executed by the Participant. The Participant, by acceptance of the Award, shall be deemed to appoint, and does so appoint by execution of this Award Agreement, the Corporation and each of its authorized representatives as the Participant's attorney(s)-in-fact to effect any transfer of unvested forfeited shares (or shares otherwise reacquired by the Corporation hereunder) to the Corporation as may be required pursuant to the Plan or this Award Agreement and to execute such documents as the Corporation or such representatives deem necessary or advisable in connection with any such transfer.

8. Effect of Termination of Employment or Services. Subject to earlier vesting as provided in Section 7 of the Plan, if the Participant ceases to be employed by or ceases to provide services to the Corporation or a Subsidiary, the Participant's shares of Restricted Stock (and related Restricted Property as defined in Section 9 hereof) shall be forfeited to the Corporation to the extent such shares have not become vested upon the date the Participant's employment or services terminate (regardless of the reason for such termination, whether with or without cause, voluntarily or involuntarily, or due to death or disability). Upon the occurrence of any forfeiture of shares of Restricted Stock hereunder, such unvested, forfeited shares and related Restricted Property shall be automatically transferred to the Corporation, without any other action by the Participant (or the Participant's beneficiary or personal representative in the event of the Participant's death or disability, as applicable). No consideration shall be paid by the Corporation with respect to such transfer. The Corporation may exercise its powers under Section 7(d) hereof and take any other action necessary or advisable to evidence such transfer. The Participant (or the Participant's beneficiary or personal representative in the event of the Participant's death or disability, as applicable) shall deliver any additional documents of transfer that the Corporation may request to confirm the transfer of such unvested, forfeited shares and related Restricted Property to the Corporation.

9. Adjustments Upon Specified Events. Upon the occurrence of certain events relating to the Corporation's stock contemplated by Section 7.1 of the Plan, the Administrator shall make adjustments if appropriate in the number and kind of securities that may become vested under the Award. If any adjustment shall be made under Section 7.1 of the Plan or an event described in Section 7.3 of the Plan shall occur and the shares of Restricted Stock are not fully vested upon such event or prior thereto, the restrictions applicable to such shares of Restricted Stock shall continue in effect with respect to any consideration, property or other securities (the "**Restricted Property**") and, for the purposes of this Award Agreement, "Restricted Stock" shall include "Restricted Property", unless the context otherwise requires) received in respect of such Restricted Stock. Such Restricted Property shall vest at such times and in such proportion as the shares of Restricted Stock to which the Restricted Property is attributable vest, or would have vested pursuant to the terms hereof if such shares of Restricted Stock had remained outstanding. To the extent that the Restricted Property includes any cash (other than regular cash dividends), such cash shall be invested, pursuant to policies established

by the Administrator, in interest bearing, FDIC-insured (subject to applicable insurance limits) deposits of a depository institution selected by the Administrator, the earnings on which shall be added to and become a part of the Restricted Property.

10. Tax Withholding. The Corporation (or any of its Subsidiaries last employing the Participant) shall be entitled to require a cash payment by or on behalf of the Participant and/or to deduct from other compensation payable to the Participant any sums required by federal, state or local tax law to be withheld with respect to the vesting of any Restricted Stock. Alternatively, the Participant or other person in whom the Restricted Stock vests may irrevocably elect, in such manner and at such time or times prior to any applicable tax date as may be permitted or required under Section 8.5 of the Plan and rules established by the Administrator, to have the Corporation withhold and reacquire shares of Restricted Stock at their fair market value at the time of vesting to satisfy any withholding obligations of the Corporation or its Subsidiaries with respect to such vesting. Any election to have shares so held back and reacquired shall be subject to such rules and procedures, which may include prior approval of the Administrator, as the Administrator may impose, and shall not be available if the Participant makes or has made an election pursuant to Section 83(b) of the Code with respect to such Award.

11. Notices. Any notice to be given under the terms of this Award Agreement shall be in writing and addressed to the Corporation at its principal office to the attention of the Secretary, and to the Participant at the Participant's last address reflected on the Corporation's payroll records. Any notice shall be delivered in person or shall be enclosed in a properly sealed envelope, addressed as aforesaid, registered or certified, and deposited (postage and registry or certification fee prepaid) in a post office or branch post office regularly maintained by the United States Government. Any such notice shall be given only when received, but if the Participant is no longer an Eligible Person, shall be deemed to have been duly given five business days after the date mailed in accordance with the foregoing provisions of this Section 11.

12. Plan. The Award and all rights of the Participant under this Award Agreement are subject to the terms and conditions of the provisions of the Plan, incorporated herein by reference. The Participant agrees to be bound by the terms of the Plan and this Award Agreement. The Participant acknowledges having read and understanding the Plan, the Prospectus for the Plan, and this Award Agreement. Unless otherwise expressly provided in other sections of this Award Agreement, provisions of the Plan that confer discretionary authority on the Board or the Administrator do not (and shall not be deemed to) create any rights in the Participant unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Board or the Administrator so conferred by appropriate action of the Board or the Administrator under the Plan after the date hereof.

13. Entire Agreement. This Award Agreement and the Plan together constitute the entire agreement and supersede all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. The Plan may be amended pursuant to Section 8.6 of the Plan. This Agreement may be amended by the Board from time to time. Any such amendment must be in writing and signed by the Corporation. Any such amendment that materially and adversely affects the Participant's rights under this Agreement requires the consent of the Participant in order to be effective with respect to the Award. The Corporation may, however, unilaterally waive any provision hereof in writing to the extent such waiver does

not adversely affect the interests of the Participant hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

14. Counterparts. This Award Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Section Headings. The section headings of this Award Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

16. Governing Law. This Award Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to conflict of law principles thereunder.

IN WITNESS WHEREOF, the Corporation has caused this Award Agreement to be executed on its behalf by a duly authorized officer and the Participant has hereunto set his or her hand as of the date and year first above written.

**RESOURCES CONNECTION, INC.,
a Delaware corporation**

By: _____

Print Name: _____

Its: _____

PARTICIPANT

Signature

Print Name

CONSENT OF SPOUSE

In consideration of the execution of the foregoing Restricted Stock Award Agreement by Resources Connection, Inc., I, _____, the spouse of the Participant therein named, do hereby join with my spouse in executing the foregoing Restricted Stock Award Agreement and do hereby agree to be bound by all of the terms and provisions thereof and of the Plan.

Dated: _____, 2005

Signature of Spouse

Print Name

STOCK POWER

FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Award Agreement between Resources Connection, Inc., a Delaware corporation (the "Corporation"), and the individual named below (the "Individual") dated as of _____, 2005, the Individual, hereby sells, assigns and transfers to the Corporation, an aggregate _____ shares of Common Stock of the Corporation, standing in the Individual's name on the books of the Corporation and represented by stock certificate number(s) _____ to which this instrument is attached, and hereby irrevocably constitutes and appoints _____ as his or her attorney in fact and agent to transfer such shares on the books of the Corporation, with full power of substitution in the premises.

Dated _____, _____

Signature

Print Name

(Instruction: Please do not fill in any blanks other than the signature line. The purpose of the assignment is to enable the Corporation to exercise its sale/purchase option set forth in the Restricted Stock Award Agreement without requiring additional signatures on the part of the Individual.)