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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):

December 3, 2010

Huron Consulting Group Inc.

(Exact name of registrant as specified in its charter)

Delaware

000-50976

01-0666114

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

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

550 West Van Buren Street, Chicago, Illinois

60607

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(312) 583-8700

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 1.01 Entry into a Material Definitive Agreement.**

On December 3, 2010, Huron Consulting Group Inc. (the "Company") entered into a tenth amendment (the "Tenth Amendment") to its credit agreement, dated June 7, 2006, with a syndicate of financial institutions, including Bank of America, N.A., as Administrative Agent. The Tenth Amendment amends the definition of Consolidated EBITDA (which is used to calculate the fixed charge coverage ratio and the leverage ratio financial covenants) that was in effect prior to the Tenth Amendment to add back any non-cash charges relating to the issuance of Settlement Shares (as defined below) pursuant to the Agreement in Principle (as defined below), minus any non-cash gains related to the Agreement in Principle.

Except for the impact of the issuance of the Settlement Shares, the Company believes that it would have been in compliance with these financial covenants as they were in effect prior to the Tenth Amendment at the expected time of such issuance.

Capitalized terms that are not otherwise defined are used as defined in the Tenth Amendment.

A copy of the Tenth Amendment is attached to this Current Report on Form 8-K as Exhibit 10.1 and is incorporated by reference herein. The foregoing description of the Tenth Amendment is qualified in its entirety by reference to the full text of the Tenth Amendment.

### **Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth in Item 8.01 below is incorporated by reference into this Item 3.02.

The Company anticipates that the Settlement Shares will be issued in a transaction that is exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 3(a)(10) of the Securities Act. The terms and conditions of the issuance of the Settlement Shares are subject to approval by the United States District Court for the Northern District of Illinois, pursuant to a hearing concerning the fairness of such terms and conditions at which all persons to whom the Settlement Shares would be issued, following the receipt of adequate notice, are permitted to attend. The Settlement Shares will be listed on NASDAQ and are expected to be freely tradeable by the class members or, if sold by the lead counsel for the plaintiffs as described below, to be registered under the Securities Act by the Company for resale by the lead counsel as selling shareholders.

### **Item 8.01 Other Events.**

On December 6, 2010, the Company announced that it has reached an agreement in principle (the "Agreement in Principle") with the lead plaintiffs in the pending securities class action lawsuit against the Company in the United States District Court for the Northern District of Illinois (the "Class Action"). As previously disclosed, the Class Action, which was filed on behalf of certain purchasers of the Company's common stock (the "Plaintiffs"), alleges that the Company and the individual defendants issued false and misleading statements regarding the Company's financial results and compliance with GAAP. The Class Action is more fully described in the Company's Quarterly Report on Form 10-Q for the period ending September 30, 2010.

Under the terms of the Agreement in Principle, the Plaintiffs will receive total consideration of approximately \$38.0 million, comprised of \$27.0 million in cash and the issuance by the Company of 474,547 shares of its common stock (the "Settlement Shares") with an aggregate value of approximately \$11.0 million, based on the closing market price of the Company's common stock of \$23.18 per share on November 24, 2010. The lead counsel will have the discretion to sell the Settlement Shares and to place the proceeds from the sale of the Settlement Shares into an escrow account for the benefit of and distribution to the class members.

The cash portion of the consideration will be funded by the Company's insurance carriers. Following such payment, the Company will not receive any further contributions from its insurance carriers for the reimbursement of legal fees expended on the finalization of the Class Action settlement or any amounts (including any damages, settlement costs or legal fees) related to the derivative suits filed in connection with the restatement or the pending SEC investigation with respect to the restatement and the allocation of time within a certain practice group. These derivative suits and SEC investigation are more fully described in the Company's Quarterly Report on Form 10-Q for the period ending September 30, 2010.

In connection with the proposed settlement, the Company expects to record a non-cash charge to earnings in the fourth quarter of 2010 in the amount of approximately \$11.0 million, representing the fair value of the Settlement Shares. The Company will adjust the amount of the non-cash charge to reflect changes in the fair value of the Settlement Shares until and including the date of issuance, which may result in either additional non-cash charges or non-cash gains. The Company will issue the Settlement Shares following final court approval of the proposed settlement, which the Company anticipates will occur in the first half of 2011. The Company will also record a receivable from its insurance carriers in the amount of \$27.0 million, as well as a liability in the amount of \$38.0 million, representing the approximate aggregate value of the Settlement Shares and the cash to be paid by the insurers.

The proposed settlement contains no admission of wrongdoing. The Company has always maintained and continues to believe that it did not engage in any wrongdoing or otherwise commit any violation of federal or state securities laws or other laws. However, given the potential cost and burden of continued litigation, the Company believes that the proposed settlement is in its best interests and in the best interests of its stakeholders.

The proposed settlement is subject to the completion of final documentation, preliminary and final court approval, funding of the \$27.0 million in cash by the Company's insurance carriers, and issuance of the Settlement Shares. Further, the Company has the right to terminate the settlement if class members representing more than a specified amount of alleged securities losses elect to opt out of the settlement.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

**10.1 Tenth Amendment to Credit Agreement, dated as of December 3, 2010, by and among Huron Consulting Group Inc., the guarantors and lenders listed on the signature pages thereto, and Bank of America, N.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.

Huron Consulting Group Inc.

December 6, 2010

By: *James K. Rojas*

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*Name: James K. Rojas*

*Title: Vice President, CFO and Treasurer*

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**Exhibit Index**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Tenth Amendment to Credit Agreement, dated as of December 3, 2010, by and among Huron Consulting Group Inc., the guarantors and lenders listed on the signature pages thereto, and Bank of America, N.A.

## TENTH AMENDMENT TO CREDIT AGREEMENT

THIS TENTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") dated as of December 3, 2010 to the Credit Agreement referenced below is by and among HURON CONSULTING GROUP INC., as Company, the Guarantors, the Lenders party hereto, BANK OF AMERICA, N.A., in its capacity as issuing lender (in such capacity, the "Issuing Lender") and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

## WITNESSETH

WHEREAS, a \$240 million revolving credit facility and a \$220 million term loan have been made available to the Company pursuant to that certain Credit Agreement dated as of June 7, 2006 (as amended and modified, including by the First Amendment dated as of December 29, 2006, the Second Amendment dated as of February 23, 2007, the Third Amendment dated as of May 25, 2007, the Fourth Amendment dated as of July 27, 2007, the Fifth Amendment dated as of April 1, 2008, the Sixth Amendment dated as of July 8, 2008, the Seventh Amendment dated September 30, 2008, the Eighth Amendment dated September 30, 2009 and the Ninth Amendment dated June 30, 2010, the "Credit Agreement") among the Company, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent;

WHEREAS, the Company and certain Lenders have requested certain modifications of the Credit Agreement; and

WHEREAS, the Lenders, by act of the Required Lenders and the Issuing Lender, have agreed to the requested modifications of the Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Amendment to Credit Agreement. The defined term "Consolidated EBITDA" in Section 1.1 of the Credit Agreement is amended to read as follows:

Consolidated EBITDA means, for any period for the Company and its Subsidiaries, the sum of (a) Consolidated Net Income, plus (b) to the extent deducted in determining such Consolidated Net Income, (i) Consolidated Interest Expense, plus (ii) taxes, plus (iii) depreciation and amortization, plus (iv) non-cash stock compensation expense (including Statement of Financial Accounting Standards No. 123 (Revised) impact), plus (v) in the case of non-cash goodwill impairment charges and all other acquisition-related intangible asset impairment charges (A) all such charges taken in the Fiscal Quarter ending September 30, 2009 and (B) thereafter, all such charges (excluding charges under the foregoing clause (A) above) taken as of the end of any Fiscal Quarter for the period of four consecutive Fiscal Quarters then ending, in an amount up to the lesser of \$30,000,000 and an amount equal to fifteen percent (15%) of Consolidated Net Worth at the end of the Fiscal Quarter immediately preceding the date of the charge and before giving effect to any such charges, plus (vi) non-cash charges (and subtraction of any non-cash gains) resulting from the quarterly valuation of acquisition-related earn-outs and any other contingent assets and liabilities pursuant to Statement of Financial Accounting Standards No. 141 (Revised) as it relates to acquisitions completed subsequent to January 1, 2009, plus (vii) for the periods ending up to and including September 30, 2009, non-cash compensation charges resulting from acquisition-related payments that are subsequently redistributed by selling shareholders among themselves and to other Company employees based, in part, on continuing employment with the Company or the achievement of personal performance measures, in each case determined on a consolidated basis in accordance with GAAP, plus (c) for the periods ending prior to June 30, 2009, the Stockamp Accounting Adjustments, plus (d) for periods ending up to and including June 30, 2010, charges resulting from the settlement of the St. Vincent litigation in an aggregate amount up to \$5,000,000, plus (e) for periods ending up to and including December 31, 2011, charges resulting from the restatement of the Company's financial statements for Fiscal Years 2006, 2007, 2008 and 2009, net of insurance proceeds and other amounts recouped in connection therewith, up to \$17,100,000 in Fiscal Year 2009, up to \$10,000,000 in Fiscal Year 2010 and up to \$3,000,000 for Fiscal Year 2011, as shown below:

Fiscal Quarter Ending	Amount
September 30, 2009	\$13,000,000
December 31, 2009	\$4,100,000
March 31, 2010	\$800,000
June 30, 2010	Up to \$9,200,000
September 30, 2010	Up to \$9,200,000 less amount taken in Fiscal Quarter ending June 30, 2010
December 31, 2010	Up to \$9,200,000 less amounts taken in Fiscal Quarters ending June 30, 2010 and September 30, 2010
March 31, 2011	Up to \$3,000,000
June 30, 2011	Up to \$3,000,000 less amount taken in Fiscal Quarter ending March 31, 2011
September 30, 2011	Up to \$3,000,000 less amount taken in Fiscal Quarters ending March 31, 2011 and June 30, 2011
December 31, 2011	Up to \$3,000,000 less amount taken in Fiscal Quarters ending March 31, 2011, June

**plus (f) non-cash restructuring charges taken in any period, provided that "Consolidated EBITDA" will be reduced in any subsequent period to the extent that cash payment is made in respect thereof, plus (g) non-cash charges relating to the settlement of *Jason Hughes v. Huron Consulting Group, Inc.*, Civil Action No. 09-cv-04734, pending before the Honorable Elaine E. Bucklo in the United States District Court for the Northern District of Illinois (the "Shareholder Class Action Settlement"), minus (h) non-cash gains from the Shareholder Class Action Settlement. Except as otherwise expressly provided, the applicable period shall be the four (4) consecutive Fiscal Quarters ending as of the date of determination.**

**3. Conditions Precedent. This Amendment shall become effective upon receipt by the Administrative Agent of each item listed below:**

**(a) Executed Amendment. Counterparts to this Amendment from the Required Lenders, the Administrative Agent, the Issuing Lender, the Company and the other Loan Parties.**

**(b) Fees and Expenses. (i) Payment of all reasonable costs and expenses of the Administrative Agent, BAS and the Lenders in connection with this Amendment that are due and payable on the date hereof (including, without limitation, the reasonable fees and expenses of Moore & Van Allen, PLLC, counsel to the Administrative Agent and BAS), (ii) payment for the account of each Lender that executes this Amendment of an amendment fee equal to seven and one-half basis points (0.075%) on the portion of the aggregate outstanding principal amount of the Term Loan A provided by such Lender plus the Revolving Commitment of such Lender, in each case after giving effectiveness of this Amendment and (iii) payment of all other fees and expenses required to be paid to the Administrative Agent and BAS on or before the date hereof.**

**4. Representations and Warranties. The Loan Parties hereby affirm the following:**

**(a) all action necessary to authorize the execution, delivery and performance of this Amendment has been taken;**

**(b) after giving effect to this Amendment, the representations and warranties set forth in the Credit Agreement and the other Loan Documents are true and correct in all material respects as of the date hereof (except those which expressly relate to an earlier period); and**

**(c) before and after giving effect to this Amendment, no Default or Event of Default shall exist.**

**5. Guarantors' Acknowledgment and Affirmation. Each Guarantor hereby (a) acknowledges and consents to all of the terms and conditions of this Amendment and (b) affirms that, jointly and severally together with the other Guarantors, it guarantees the prompt payment and performance of the Obligations as provided in the applicable Guaranty Agreement.**

**6. Affirmation of Security Interests. Each Loan Party (a) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting and (b) agrees that this Amendment shall in no manner impair or otherwise adversely effect any of the Liens granted in or pursuant to the Loan Documents.**

**7. Full Force and Effect. Except as modified hereby, all of the terms and provisions of the Credit Agreement and the other Loan Documents (including schedules and exhibits thereto) shall remain in full force and effect.**

**8. Fees and Expenses. The Company agrees to pay all reasonable costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including the reasonable fees and expenses of Moore & Van Allen, PLLC.**

**9. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.**

**10. Governing Law. This Amendment shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.**

COMPANY:

**HURON CONSULTING GROUP INC., a Delaware corporation**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

GUARANTORS:

**HURON CONSULTING GROUP HOLDINGS LLC, a Delaware limited liability company**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

**HURON CONSULTING SERVICES LLC, a Delaware limited liability company**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

**WELLSPRING MANAGEMENT SERVICES LLC, formerly known as SPELTZ & WEIS LLC, a**

**Delaware limited liability company**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

**HURON DEMAND LLC, a Delaware limited liability company**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

**HURON TECHNOLOGIES INC., a Delaware corporation**

**By: /s/ David M. Shade**

**Name: David M. Shade**

**Title: President and COO**

**ADMINISTRATIVE AGENT:**

**BANK OF AMERICA, N.A., as Administrative Agent**

**By: /s/ Bozena Janociak**

**Name: Bozena Janociak**

**Title: Assistant Vice President**

**LENDERS:**

**BANK OF AMERICA, N.A., as Issuing Lender, Swingline Lender and Lender**

**By: /s/ David Bacon**

**Name: David Bacon**

**Title: SVP**

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**

**By: /s/ John Runger**

**Name: John Runger**

**Title: Senior Vice President**

**FIFTH THIRD BANK**

**By: /s/ Susan M. Kaminski**

**Name: Susan M. Kaminski**

**Title: Senior Vice President**

**HSBC BANK USA, NATIONAL ASSOCIATION**

**By: /s/ John S. Sneed**

**Name: John S. Sneed**

**Title: Relationship Manager**

**PNC BANK, NATIONAL ASSOCIATION, successor to National City Bank**

**By: /s/ Jon R. Hinard**

**Name: Jon R. Hinard**

**Title: Senior Vice President**

**THE PRIVATE BANK AND TRUST COMPANY**

**By: /s/ James M. Feldman**

**Name: James M. Feldman**

**Title: MD**

**RBS CITIZENS, N.A.**

**By: /s/ Mark Wegener**  
**Name: Mark Wegener**  
**Title: Senior Vice President**

**SUNTRUST BANK**

**By: /s/ Jon C. Long**  
**Name: Jon C. Long**  
**Title: First Vice President**

**TD BANK, N.A.**

**By: \_\_\_\_**  
**Name:**  
**Title:**

**THE NORTHERN TRUST COMPANY**

**By: /s/ Morgan A. Lyons**  
**Name: Morgan A. Lyons**  
**Title: Sr. Vice President**