

Use these links to rapidly review the document

[INDEX](#)

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended May 12, 2006

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 000-24049

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**CRA International, Inc.**

(Exact name of registrant as specified in its charter)

**Massachusetts**

(State or other jurisdiction of  
incorporation or organization)

**04-2372210**

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

**200 Clarendon Street, T-33, Boston, MA**

(Address of principal executive offices)

**02116-5092**

(Zip Code)

**617-425-3000**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at June 19, 2006
Common Stock, no par value per share	11,436,292 shares

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## INDEX

**PART I. FINANCIAL INFORMATION**

ITEM 1.	<a href="#">Financial Statements</a>	3
	<a href="#">Condensed Consolidated Statements of Income—Twelve and twenty-four weeks ended May 12, 2006, and May 13, 2005</a>	3
	<a href="#">Condensed Consolidated Balance Sheets—May 12, 2006, and November 26, 2005</a>	4
	<a href="#">Condensed Consolidated Statements of Cash Flows—Twenty-four weeks ended May 12, 2006, and May 13, 2005</a>	5
	<a href="#">Notes to Condensed Consolidated Financial Statements</a>	6
ITEM 2.	<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	26
ITEM 3.	<a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>	39
ITEM 4.	<a href="#">Controls and Procedures</a>	39

**PART II. OTHER INFORMATION**

ITEM 1.	<a href="#">Legal Proceedings</a>	40
ITEM 1A.	<a href="#">Risk Factors</a>	40
ITEM 2.	<a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	48
ITEM 3.	<a href="#">Defaults Upon Senior Securities</a>	48
ITEM 4.	<a href="#">Submission of Matters to a Vote of Security Holders</a>	49
ITEM 5.	<a href="#">Other Information</a>	49
ITEM 6.	<a href="#">Exhibits</a>	49
	<a href="#">Signatures</a>	50

## ITEM 1. Financial Statements

## CRA International, Inc.

## Condensed Consolidated Statements of Income (unaudited)

*(In thousands, except per share data)*

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Revenues	\$ 84,046	\$ 67,435	\$ 156,567	\$ 129,159
Costs of services	53,373	40,120	98,365	77,032
Gross profit	30,673	27,315	58,202	52,127
Selling, general and administrative expenses	20,042	16,901	38,121	32,718
Income from operations	10,631	10,414	20,081	19,409
Interest income	1,144	334	2,234	612
Interest expense	(733)	(772)	(1,536)	(1,535)
Other expense	(154)	(158)	(173)	(213)
Income before provision for income taxes and minority interest	10,888	9,818	20,606	18,273
Provision for income taxes	(4,246)	(4,320)	(8,357)	(8,294)
Income before minority interest	6,642	5,498	12,249	9,979
Minority interest	104	(9)	141	129
Net income	\$ 6,746	\$ 5,489	\$ 12,390	\$ 10,108
Net income per share:				
Basic	\$ 0.60	\$ 0.55	\$ 1.10	\$ 1.01
Diluted	\$ 0.55	\$ 0.49	\$ 1.02	\$ 0.92
Weighted average number of shares outstanding:				
Basic	11,328	10,035	11,296	9,990
Diluted	12,237	11,236	12,177	11,017

See accompanying notes.

CRA International, Inc.

**Condensed Consolidated Balance Sheets (unaudited)**

*(In thousands, except share data)*

	May 12, 2006	November 26, 2005
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 112,947	\$ 115,203
Accounts receivable, net of allowances for doubtful accounts of \$5,239 in 2006 and \$5,041 in 2005	69,008	64,368
Unbilled services	35,082	28,474
Prepaid expenses and other assets	4,598	5,597
Deferred income taxes	12,393	13,343
	234,028	226,985
Total current assets		
Property and equipment, net	25,441	25,892
Goodwill	118,112	115,219
Intangible assets, net of accumulated amortization of \$3,930 in 2006 and \$3,048 in 2005	6,928	7,299
Deferred income taxes, net of current portion	5,204	6,320
Other assets	7,697	5,830
	397,410	387,545
Total assets	\$ 397,410	\$ 387,545
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 11,028	\$ 13,670
Accrued expenses	50,097	61,895
Deferred revenue and other liabilities	2,548	2,066
Deferred compensation	2,865	—
Current portion of notes payable to former shareholders	972	972
	67,510	78,603
Total current liabilities		
Notes payable to former shareholders, net of current portion	242	242
Convertible debentures payable	90,000	90,000
Deferred rent	5,235	5,807
Deferred compensation and other non-current liabilities	422	3,056
Deferred income taxes	3,235	2,973
Minority interest	2,103	2,244
Commitments and contingencies	—	—
Shareholders' equity:		
Preferred stock, no par value; 1,000,000 shares authorized; none issued and outstanding	—	—
Common stock, no par value; 25,000,000 shares authorized; 11,379,425 and 11,243,100 shares issued and outstanding in 2006 and 2005, respectively	125,693	118,790
Receivables from employees	(3,210)	(3,398)
Unearned stock compensation	(11)	(15)
Retained earnings	101,980	89,590
Foreign currency translation	4,211	(347)
	228,663	204,620
Total shareholders' equity		
Total liabilities and shareholders' equity	\$ 397,410	\$ 387,545

See accompanying notes.

## Condensed Consolidated Statements of Cash Flows (unaudited)

(In thousands)

	Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005
<b>Operating activities:</b>		
Net income	\$ 12,390	\$ 10,108
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	4,272	3,064
Loss on disposal of property and equipment	82	—
Deferred rent	(572)	(263)
Stock-based compensation expense	2,136	100
Tax benefit from stock option exercises	—	1,148
Deferred income taxes	2,098	(391)
Minority interest	(141)	(129)
Changes in operating assets and liabilities, exclusive of acquisitions:		
Accounts receivable	(3,551)	(5,995)
Unbilled services	(6,062)	(7,444)
Prepaid expenses and other assets	(634)	4,894
Accounts payable, accrued expenses, and other liabilities	(13,095)	(6,821)
Net cash used in operating activities	(3,077)	(1,729)
<b>Investing activities:</b>		
Purchase of property and equipment	(2,978)	(6,009)
Sale of investments	—	1,301
Purchases of investments	—	(401)
Acquisitions of business, net of cash acquired	(1,546)	(11,570)
Net cash used in investing activities	(4,524)	(16,679)
<b>Financing activities:</b>		
Excess tax benefits from stock-based compensation	758	—
Issuance of common stock upon exercise of stock options	3,891	2,691
Collections on receivables from stockholders	257	241
Net cash provided by financing activities	4,906	2,932
Effect of foreign exchange rates on cash and cash equivalents	439	254
Net decrease in cash and cash equivalents	(2,256)	(15,222)
Cash and cash equivalents at beginning of period	115,203	65,611
Cash and cash equivalents at end of period	\$ 112,947	\$ 50,389
<b>Non-cash financing activities:</b>		
Issuance of common stock for acquired business	\$ 63	\$ 3,822
Notes receivable in exchange for shares	60	—
Supplemental cash flow information:		
Cash paid for income taxes	\$ 7,889	\$ 1,240
Cash paid for interest	\$ 1,384	\$ 1,307

See accompanying notes.

Notes to Condensed Consolidated Financial Statements

(Unaudited)

**1. Description of Business**

CRA International, Inc. (the "Company," or "CRA") is an economic, financial, and business consulting firm that applies advanced analytic techniques and in-depth industry knowledge to complex engagements for a broad range of clients. CRA offers two types of services: legal and regulatory consulting and business consulting. CRA operates in only one business segment, which is consulting services.

On June 16, 2005, CRA's U.K. subsidiary completed the acquisition of Economics of Competition and Litigation Limited ("ECL"), formerly known as Lexecon Ltd, a London-based provider of competition economics in Europe.

On April 27, 2005, CRA's U.K. subsidiary completed its acquisition of Lee & Allen Consulting Limited ("Lee & Allen"), a London-based consulting firm offering financial and dispute resolution and forensic accounting services to the corporate, legal, and regulatory markets.

On November 18, 2004, CRA's Australian subsidiary completed its acquisition of Network Economics Consulting Group Pty Ltd. ("NECG"), a premier provider of regulatory and economic consulting services in the Asia Pacific region to clients in the energy, telecom, transportation, and other industries.

On November 12, 2004, CRA completed its acquisition of certain assets and liabilities of Tabors Caramanis & Associates ("TCA"), a Cambridge, Massachusetts-based economics and engineering consulting firm specializing in policy development, business planning, productivity improvement, technical analysis, and project implementation in the energy and utility sectors.

On April 30, 2004, CRA completed its acquisition of InteCap, Inc. ("InteCap"), a leading intellectual property consulting firm in the United States specializing in economic, financial, and strategic issues related to intellectual property and complex commercial disputes.

For acquisition activity since May 12, 2006, see Note 17 of the Notes to Condensed Consolidated Financial Statements.

**2. Unaudited Interim Consolidated Financial Statements and Estimates**

The condensed consolidated statements of income for the twelve and twenty-four weeks ended May 12, 2006, and May 13, 2005, the condensed consolidated balance sheet as of May 12, 2006, and the condensed consolidated statements of cash flows for the twenty four weeks ended May 12, 2006, and May 13, 2005, are unaudited. The November 26, 2005 consolidated balance sheet is derived from CRA's audited consolidated financial statements included in its Annual Report on Form 10-K as of that date. In the opinion of management, these statements include all adjustments necessary for a fair presentation of CRA's consolidated financial position, results of operations, and cash flows. The consolidated statements of income include the operations of CRA's acquired companies since their respective dates of acquisition.

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make significant estimates and judgments that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Estimates in these consolidated financial statements include, but

**CRA International, Inc.**  
**Notes to Condensed Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**2. Unaudited Interim Consolidated Financial Statements and Estimates (Continued)**

are not limited to, allowance for doubtful accounts, depreciation of property and equipment, valuation of stock-based compensation, valuation of acquired intangible assets, accrued and deferred income taxes, valuation allowances on deferred tax assets, and other accrued expenses. These items are monitored and analyzed by the Company for changes in facts and circumstances, and material changes in these estimates could occur in the future. Changes in estimates are recorded in the period in which they become known. CRA bases its estimates on historical experience and various other assumptions that CRA believes to be reasonable under the circumstances. Actual results may differ from those estimates if CRA's assumptions based on past experience or other assumptions do not turn out to be substantially accurate.

**3. Principles of Consolidation**

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and NeuCo, Inc. ("NeuCo"), a company founded by CRA and an affiliate of Commonwealth Energy Systems in June 1997. CRA's interest in NeuCo was 49.6 percent and 50.2 percent as of May 12, 2006 and May 13, 2005, respectively. NeuCo's financial results have been consolidated with that of CRA for all fiscal periods presented, as CRA's ownership interest, combined with CRA officers' holding three Board of Directors seats, and other considerations, represented control. These directors have received NeuCo stock options in connection with their NeuCo Board of Director responsibilities. During fiscal 2005, NeuCo issued additional shares to certain NeuCo employees, and certain NeuCo employees and directors exercised stock options. As a result of these share transactions, CRA's interest in NeuCo decreased to 49.6 percent as of May 12, 2006. These share transactions have been recorded as adjustments to capital. The portion of the results of operations of NeuCo allocable to its other owners is shown as "minority interest" on CRA's consolidated statements of income, and that amount, along with the capital contributions to NeuCo of its other owners, is shown as "minority interest" on CRA's condensed consolidated balance sheets. All intercompany accounts have been eliminated.

On May 26, 2006, NeuCo acquired 100 percent of the stock of Pegasus Technologies, Inc. ("Pegasus"). In exchange Pegasus stockholders received 26.5 percent of NeuCo's stock. As a result of the acquisition, CRA's ownership interest in NeuCo has decreased to approximately 36 percent and CRA will no longer have control of NeuCo. Accordingly, subsequent to May 26, 2006, CRA will not consolidate NeuCo in CRA's financial statements. For further details of this subsequent event, see Note 17 of the Notes to Condensed Consolidated Financial Statements.

**4. Reclassifications**

Certain amounts in prior periods' consolidated financial statements presented have been reclassified to conform to the current year's presentation. These reclassifications include separate disclosures for (i) "tax benefit from stock option exercises" on the consolidated statements of cash flows, which were previously within "accounts payable, accrued expenses, and other liabilities", and (ii) "stock-based compensation expense" on the consolidated statements of cash flows, which was previously within "depreciation and amortization".

**CRA International, Inc.**  
**Notes to Condensed Consolidated Financial Statements (Continued)**  
**(Unaudited)**

**5. Fiscal Year**

CRA's fiscal year ends on the last Saturday in November, and accordingly, its fiscal year will periodically contain 53 weeks rather than 52 weeks. Both fiscal 2006 and 2005 are 52-week years. In a 52-week year, each of CRA's first, second, and fourth quarters includes twelve weeks, and its third quarter includes sixteen weeks. In a 53-week year, the fourth quarter includes thirteen weeks.

**6. Revenue Recognition**

CRA derives substantially all of its revenues from the performance of professional services. The contracts that CRA enters into and operates under specify whether the engagement will be billed on a time-and-materials or a fixed-price basis. These engagements generally last three to six months, although some of CRA's engagements can be much longer in duration. Each contract must be approved by one of CRA's vice presidents.

CRA recognizes substantially all of its revenues under written service contracts with its clients where the fee is fixed or determinable, as the services are provided, and only in those situations where collection from the client is reasonably assured. The majority of CRA's revenue is derived from time-and-materials service contracts. Revenues from time-and-materials service contracts are recognized as services are provided based upon hours worked and contractually agreed-upon hourly rates, as well as a computer services fee based upon hours worked. Revenues from fixed-price engagements are recognized on a proportional performance method based on the ratio of costs incurred, substantially all of which are labor-related, to the total estimated project costs. Project costs are based on the direct salary and associated fringe benefits of the consultants on the engagement plus all direct expenses incurred to complete the engagement that are not reimbursed by the client. The proportional performance method is used since reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made, based on historical experience and terms set forth in the contract, and are indicative of the level of benefit provided to CRA's clients. The fixed-price contracts generally include a termination provision that converts the agreement to a time-and-materials contract in the event of termination of the contract. There are no costs that are deferred and amortized over the contract term. CRA's management maintains contact with project managers to discuss the status of the projects and, for fixed-price engagements, management is updated on the budgeted costs and resources required to complete the project. These budgets are then used to calculate revenue recognition and to estimate the anticipated income or loss on the project. In the past, CRA has occasionally been required to commit unanticipated additional resources to complete projects, which have resulted in lower than anticipated income or losses on those contracts. CRA may experience similar situations in the future. Provisions for estimated losses on contracts are made during the period in which such losses become probable and can be reasonably estimated. To date, such losses have not been significant.



**CRA International, Inc.**  
**Notes to Condensed Consolidated Financial Statements (Continued)**  
(Unaudited)

**6. Revenue Recognition (Continued)**

Revenues also include reimbursements, or expenses billed to clients, including travel and other out-of-pocket expenses, outside consultants, and other reimbursable expenses. These reimbursable expenses included in revenues are as follows (in thousands):

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Reimbursable expenses billed to clients	\$ 10,233	\$ 7,993	\$ 17,862	\$ 14,459

CRA maintains allowances for doubtful accounts for estimated losses resulting from clients' failure to make required payments. The Company bases its estimates on historical collection experience, current trends, and credit policy. In determining these estimates, CRA examines historical write-offs of its receivables and reviews client accounts to identify any specific customer collection issues. If the financial condition of CRA's customers were to deteriorate, resulting in an impairment of their ability to make payment, additional allowances may be required.

Unbilled services represent revenue recognized by CRA for services performed but not yet billed to the client. Deferred revenue represents amounts billed or collected in advance of services rendered.

**7. Stock-Based Compensation**

CRA adopted Statement of Financial Accounting Standards ("SFAS") No. 123 (revised 2004), "Share-Based Payments" ("SFAS No. 123R") in the first quarter of fiscal 2006 using the modified prospective application method and began accounting for equity-based compensation using a fair value based recognition method. Under the fair value recognition requirements of SFAS No. 123R, stock-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period of the award. Prior to the adoption of SFAS No. 123R, CRA followed the intrinsic value method in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB No. 25"), to account for its employee stock options. Historically, all stock options have been granted with an exercise price equal to the fair market value of the common stock on the date of grant. Accordingly, no compensation expense was recognized from option grants to employees and directors. However, compensation expense was recognized in connection with the issuance of stock options to non-employee consultants. SFAS No. 123R did not change the accounting for stock-based compensation related to non-employees in connection with equity based incentive arrangements.

SFAS No. 123R requires the benefits of tax deductions in excess of recognized compensation cost to be reported as a financing cash flow, rather than as an operating cash flow as required under APB No. 25. This requirement reduces reported operating cash flows and increases reported financing cash flows in periods after adoption. As a result, net financing cash flows included approximately \$0.8 million for the twenty-four weeks ended May 12, 2006, from the benefits of tax deductions in excess of recognized compensation cost. Under prior accounting rules, this amount would have been included in net operating cash flows. Total cash flow remains unchanged from what would have been reported under prior accounting rules.

**CRA International, Inc.**  
**Notes to Condensed Consolidated Financial Statements (Continued)**  
(Unaudited)

**7. Stock-Based Compensation (Continued)**

CRA utilizes the straight-line attribution method for recognizing stock-based compensation expense under SFAS No. 123R. CRA recorded \$0.9 million and \$1.6 million of compensation expense, net of tax, in the twelve and twenty-four weeks ended May 12, 2006, respectively, for share-based payment awards made to the Company's employees and directors consisting of stock options and restricted stock awards issued based on the estimated fair values.

Results for the twelve and twenty-four weeks ended May 13, 2005 have not been restated. Had compensation expense for employee stock options been determined based on fair value at the grant date consistent with SFAS No. 123R, with stock options expensed using the straight-line attribution method, CRA's net income and earnings per share for the twelve and twenty-four weeks ended May 13, 2005 would have been reduced to the pro forma amounts indicated below (in thousands, except per share data):

	Twelve Weeks Ended May 13, 2005	Twenty-four Weeks Ended May 13, 2005
Net income—as reported (Under APB No. 25)	\$ 5,489	\$ 10,108
Deduct: Total stock-based employee compensation expense determined under fair value based method for all awards, net of related tax effects	(867)	(1,730)
Net income—pro forma	\$ 4,622	\$ 8,378
Basic net income per share—as reported	\$ 0.55	\$ 1.01
Basic net income per share—pro forma	\$ 0.46	\$ 0.84
Diluted net income per share—as reported	\$ 0.49	\$ 0.92
Diluted net income per share—pro forma	\$ 0.41	\$ 0.76

The weighted average fair market value using the Black-Scholes option-pricing model of the options granted was \$15.88 for the twelve weeks ended May 13, 2005, \$14.51 for the twenty-four weeks ended May 12, 2006, and \$15.79 for the twenty-four weeks ended May 13, 2005. No options were granted during the twelve weeks ended May 12, 2006. The fair market value of the stock options at the date of grant was estimated using the Black-Scholes option-pricing model with the following weighted average assumptions:

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Risk-free interest rate	n/a	3.8%	4.1%	3.8%
Expected volatility	n/a	34%	36%	34%
Weighted average expected life (in years)	n/a	3.8	3.1	3.8
Expected dividends	n/a	0.0%	0.0%	0.0%

The risk-free interest rate is based on US Treasury interest rates whose term is consistent with the expected life of the stock options. Expected volatility and expected life are based on the Company's

**7. Stock-Based Compensation (Continued)**

historical experience. Expected dividend yield was not considered in the option pricing formula since CRA does not pay dividends and has no current plans to do so in the future. The forfeiture rate used was based upon historical experience. As required by SFAS No. 123R, CRA will adjust the estimated forfeiture rate based upon actual experience.

CRA maintains share-based compensation plans that use restricted stock, stock options and an employee stock purchase plan to provide incentives to its directors, employees and independent contractors. At CRA's annual meeting of stockholders held on April 21, 2006, its stockholders approved the 2006 Equity Incentive Plan (the "2006 Incentive Plan"). The 2006 Incentive Plan authorizes the grant of a variety of incentive and performance awards to its directors, employees and independent contractors, including incentive stock options, nonqualified stock options, restricted stock awards, restricted stock unit awards, performance awards and other stock-based awards. The maximum number of shares of CRA's common stock issuable under the 2006 Incentive Plan is equal to 1,158,333 shares, which includes 658,333 shares that remained available for future awards under the Company's 1998 Incentive and Nonqualified Stock Option Plan (the "1998 Plan") as of April 21, 2006. This amount may be increased by up to 341,667 shares to the extent that any stock options that have been issued under the 1998 Plan are forfeited or terminated after April 21, 2006.

In addition, CRA has agreed to adopt a policy that the maximum number of stock option and restricted stock awards that it will grant under the 2006 Incentive Plan during fiscal 2006 through fiscal 2008 will not exceed a three-year weighted average of 4.33 percent, based on the total number of shares of common stock outstanding at the end of each of those three fiscal years. For purposes of this calculation, grants made in connection with acquisitions will be excluded, and the grant of restricted stock awards will count as the grant of two shares of common stock for each share of common stock subject to the award.

Under the 1998 Plan, 3,839,216 options to purchase shares have been granted. With the adoption of the 2006 Incentive Plan, no new options will be granted under the 1998 Plan. Under the terms of the 1998 Plan, options have been granted at an exercise price equal to the fair market value of the shares of common stock at the date of grant. Vesting terms were determined at the discretion of the Board of Directors and generally range from immediate vesting to vesting at various rates up to five years. In general, options terminate 10 years after the date of grant.

In addition, under the Company's 2004 Nonqualified Inducement Stock Option Plan, 359,420 options to purchase shares have been granted. With the adoption of the 2006 Incentive Plan, no new options will be granted under the 2004 Nonqualified Inducement Stock Option Plan.

**CRA International, Inc.**  
**Notes to Condensed Consolidated Financial Statements (Continued)**  
(Unaudited)

**7. Stock-Based Compensation (Continued)**

A summary of option activity from all plans is as follows:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
				(in thousands)
Outstanding at November 26, 2005	2,127,514	\$ 30.44		
Fiscal 2006:				
Granted	22,500	48.85		
Exercised	(133,702)	29.10		
Canceled	(12,759)	27.42		
Outstanding at May 12, 2006	2,003,553	30.76	7.43	\$ 31,776
Options exercisable at May 12, 2006	1,133,907	\$ 28.10	6.97	\$ 20,673

The aggregate intrinsic value of stock options exercised during the twenty-four weeks ended May 12, 2006 was approximately \$2.1 million.

Range of Exercise Prices	Options Outstanding		Options Exercisable		
	Number Outstanding at May 12, 2006	Weighted-Average Remaining Contractual Life (years)	Weighted- Average Exercise Price	Number Exercisable at May 12, 2006	Weighted- Average Exercise Price
\$ 8.88 – 13.75	274,655	5.91	\$ 12.90	174,659	\$ 12.51
\$14.03 – 22.50	203,621	4.33	\$ 18.035	192,996	\$ 18.13
\$22.81 – 31.63	204,854	6.86	\$ 24.16	97,337	\$ 25.25
\$32.09 – 32.26	784,657	8.00	\$ 32.19	465,252	\$ 32.24
\$34.05 – 42.06	200,266	8.53	\$ 36.99	100,666	\$ 34.85
\$43.66 – 50.09	222,000	8.94	\$ 49.23	59,872	\$ 49.20
\$50.69 – 53.72	113,500	8.95	\$ 51.73	43,125	\$ 52.69
Total	2,003,553	7.43	\$ 30.76	1,133,907	\$ 28.10

The following table summarizes the status of CRA's non-vested options since November 26, 2005:

	Non-vested Options	
	Number of Shares	Weighted- Average Fair Value
Non-vested at November 26, 2005	1,015,652	12.06
Granted	22,500	14.51
Vested	(164,231)	12.31
Forfeited	(4,275)	13.61
Non-vested at May 12, 2006	869,646	11.99

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**7. Stock-Based Compensation (Continued)**

The total fair value of options vested during the twenty-four weeks ended May 12, 2006 was \$2.0 million. As of May 12, 2006, there was \$6.7 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the Plan. That cost is expected to be recognized over a weighted-average period of 1.2 years.

On April 21, 2006, following the approval of the 2006 Equity Incentive Plan, CRA granted restricted stock awards to its non-employee directors and certain employees totaling 100,121 shares. These shares will vest in four equal annual installments beginning on the first anniversary of the date of grant and were granted subject to the execution of a restricted stock agreement. The compensation cost recognized in connection with these shares was \$97,000 for the twelve and twenty four weeks ended May 12, 2006 and total unrecognized compensation cost related to restricted stock was \$4.9 million, which is expected to be recognized over 3.9 years. The weighted average grant date fair value was \$50.45.

The Company has adopted the 1998 Employee Stock Purchase Plan. The Stock Purchase Plan authorizes the issuance of up to an aggregate of 243,000 shares of common stock to participating employees at a purchase price equal to 85 percent of fair market value on either the first or the last day of the one-year offering period under the Stock Purchase Plan. In the twenty-four weeks ending May 12, 2006 and May 13, 2005, there were no offering periods under the Stock Purchase Plan and no shares were issued.

**8. Business Acquisitions**

On June 16, 2005, CRA's U.K. subsidiary completed the acquisition of all of the equity of ECL, a London-based provider of competition economics in Europe, formerly known as Lexecon Ltd. CRA purchased ECL for approximately \$15.3 million valued using foreign exchange rates as of the date of acquisition (after deducting cash acquired, and adding acquisition costs and transaction fees paid or accrued). The purchase price consisted of \$11.5 million in cash and \$3.8 million in loan notes that were exchanged for 70,533 restricted shares of CRA's common stock. These shares carry restrictions with respect to when they can be sold. CRA may be required to pay additional purchase consideration over the next four years following the transaction, in cash or stock, if specific performance targets are met. Any additional payments related to this contingency will be accounted for as additional goodwill. The acquisition has been accounted for under the purchase method of accounting, and the results of operations have been included in the accompanying statements of income from the date of acquisition. The ECL acquisition added approximately 25 employee consultants.

On April 27, 2005, CRA's U.K. subsidiary completed the acquisition of all of the equity of Lee & Allen, a London-based consulting firm offering financial dispute resolution and forensic accounting services to the corporate, legal, and regulatory markets. CRA purchased Lee & Allen for approximately \$17.1 million valued using foreign exchange rates as of the date of the acquisition (after deducting cash acquired, and adding a working capital adjustment, acquisition costs and transaction fees paid or accrued). The purchase price consisted of \$13.3 million in cash and \$3.8 million in loan notes that were exchanged for 77,343 restricted shares of CRA's common stock. These shares carry restrictions with respect to when they can be sold. CRA may be required to pay additional purchase consideration over the next four years following the transaction, in cash and CRA stock, if specific performance targets are met. Any additional payments related to this contingency will be accounted for as additional goodwill.

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

## 8. Business Acquisitions (Continued)

The acquisition has been accounted for under the purchase method of accounting, and the results of operations have been included in the accompanying statements of income from the date of acquisition. The Lee & Allen acquisition added approximately 40 employee consultants.

The following is an allocation of the purchase price to the estimated fair value of assets acquired and liabilities assumed for the ECL and Lee & Allen acquisitions. The allocation of the purchase price for the ECL acquisition will be finalized as CRA receives other information relevant to the acquisition, including a valuation and appraisal of the intangibles, and completes its analysis of other transaction-related costs, such as restructuring activities related to lease obligations. The final purchase price allocations for this acquisition may be different from the preliminary estimates presented below. The impact of any adjustments to the final purchase price allocation for ECL is not expected to be material to CRA's results of operations for fiscal 2006.

	ECL	Lee & Allen	Total
	(In thousands)		
<b>Assets Acquired:</b>			
Accounts receivable	\$ 1,632	\$ 4,210	\$ 5,842
Unbilled services	2,282	167	2,449
Prepaid expenses and other current assets	446	382	828
Property and equipment	235	426	661
Intangible assets	2,301	2,428	4,729
Goodwill	14,208	14,456	28,664
Total assets acquired	<u>\$ 21,104</u>	<u>\$ 22,069</u>	<u>\$ 43,173</u>
<b>Liabilities Assumed:</b>			
Accounts payable	\$ 508	\$ 245	\$ 753
Accrued expenses	1,165	1,142	2,307
Deferred tax liability	690	728	1,418
Income taxes payable	158	1,685	1,843
Salaries and wages payable	3,244	1,161	4,405
Total liabilities assumed	<u>\$ 5,765</u>	<u>\$ 4,961</u>	<u>\$ 10,726</u>
Net assets acquired	<u>\$ 15,339</u>	<u>\$ 17,108</u>	<u>\$ 32,447</u>

The net assets acquired relating to the ECL and Lee & Allen acquisitions represent the value of the assets acquired and liabilities assumed valued using foreign exchange rates as of the date of acquisition. CRA does not anticipate that any of the acquired goodwill identified above will be deductible for tax purposes.

In connection with the ECL acquisition, CRA plans to eliminate duplicate offices. Any restructuring costs incurred by CRA related to ECL-acquired offices in the twelve-month period following the date of acquisition will be recognized as a liability assumed as of the acquisition date, resulting in additional goodwill.

During fiscal 2004, the Company made three acquisitions as follows: InteCap, Inc., a leading intellectual property consulting firm in the United States, for approximately \$79.4 million (after deducting cash acquired, and adding acquisition costs and transaction fees); TCA, a Cambridge,

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**8. Business Acquisitions (Continued)**

Massachusetts-based economics and engineering consulting firm, for approximately \$7.8 million (after adding a working capital adjustment and an additional earnout payment, acquisition costs, and transaction fees); and NECG, an Australian-based regulatory and economic consulting firm, for approximately \$10.8 million valued using foreign exchange rates as of the date of the acquisition (after deducting cash acquired, and after adding a working capital adjustment and an additional earnout payment, acquisition costs and transaction fees). These acquisitions have been accounted for under the purchase method of accounting, and the results of operations have been included in the accompanying statements of income for all periods presented.

The purchase agreements for TCA and NECG provide for additional purchase consideration for up to three years following the transactions, if specific performance targets are met. These earnouts are payable in cash and/or CRA common stock. During the fourth quarter of fiscal 2005, CRA recorded a \$1.1 million liability related to these earnout obligations, which were paid in cash and stock during the second quarter of fiscal 2006. These payments, and any additional payments related to these contingencies, have been and will be accounted for as additional goodwill.

CRA has not furnished pro forma financial information relating to the ECL and Lee & Allen acquisitions because such information is not material. Financial information relating to the NECG, TCA and InteCap acquisitions are included in the results of operations for all periods presented.

For acquisition activity since May 12, 2006, see Note 17 of the Notes to Condensed Consolidated Financial Statements.

**9. Goodwill and Intangible Assets**

Goodwill represents the purchase price of acquired businesses in excess of the fair market value of net assets acquired. In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets" (SFAS No. 142), goodwill and intangible assets with indefinite lives are not subject to amortization, but are monitored annually for impairment, or more frequently if there are other indications of impairment. Any impairment would be measured based upon the fair value of the related asset based on the provisions of SFAS No. 142. Because the Company has one reporting segment, under SFAS No. 142, the Company utilizes the entity-wide approach for assessing goodwill for impairment and compares its market value to its net book value to determine if an impairment exists. There were no impairment losses related to goodwill in any of the fiscal periods presented. If CRA determines through the impairment review process that goodwill has been impaired, CRA would record the impairment charge in its consolidated statement of income.

The changes in the carrying amount of goodwill during the twenty-four weeks ended May 12, 2006, are as follows (in thousands):

Balance at November 26, 2005	\$ 115,219
Adjustments to beginning balances and additional purchase price	(232)
Effect of foreign currency translation	3,125
	<hr/>
Balance at May 12, 2006	\$ 118,112
	<hr/>

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

## 9. Goodwill and Intangible Assets (Continued)

The net amount of goodwill as of May 12, 2006, includes \$14.6 million from the ECL acquisition and \$14.2 million from the Lee & Allen acquisition, valued using foreign exchange rates as of the end of the reporting period. The remaining net goodwill balance is attributed to acquisitions which occurred prior to fiscal 2005. The goodwill amount for the ECL acquisition reflects CRA's preliminary purchase price allocation and is subject to change. This preliminary purchase price allocation is based upon CRA's estimate of respective fair values, and will be finalized as CRA receives other information relevant to this acquisition, including a valuation and appraisal of the intangibles, and completes its analysis of other transaction-related costs, such as restructuring activities related to lease obligations.

Intangible assets that are separable from goodwill and have determinable useful lives are valued separately and amortized over their expected useful lives. CRA assesses the impairment of amortizable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors CRA considers important that could trigger an impairment review include the following:

- a significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of CRA's use of the acquired asset or the strategy for CRA's overall business;
- a significant negative industry or economic trend; and
- CRA's market capitalization relative to net book value.

If CRA determines that an impairment review is required, CRA would review the expected future undiscounted cash flows to be generated by the assets. If CRA determines that the carrying value of intangible assets may not be recoverable, CRA would measure any impairment based on a projected discounted cash flow method using a discount rate determined by CRA to be commensurate with the risk inherent in CRA's current business model. If impairment is indicated through this review, the carrying amount of the asset would be reduced to its estimated fair value.

The components of acquired identifiable intangible assets are as follows (in thousands):

	May 12, 2006	November 26, 2005
Non-competition agreements, net of accumulated amortization of \$1,992 and \$1,568, respectively	\$ 3,450	\$ 2,554
Customer relationships, net of accumulated amortization of \$597 and \$474, respectively	662	196
Trademarks, net of accumulated amortization of \$538 and \$278, respectively	529	74
Other intangible assets, net of accumulated amortization of \$803 and \$728, respectively	2,287	4,475
	<u>\$ 6,928</u>	<u>\$ 7,299</u>

Non-competition agreements are amortized on a straight-line basis over the related estimated lives of the agreements (seven to ten years). Customer relationships and trade names are amortized on a



## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**9. Goodwill and Intangible Assets (Continued)**

straight-line basis over their remaining useful lives (one to ten years). Other intangible assets, net of accumulated amortization, as of May 12, 2006 includes an estimated \$2.2 million related to the ECL acquisition. The valuations related to these intangible assets will be finalized during fiscal 2006. Other intangible assets for fiscal 2005 included \$2.1 million related to the Lee & Allen acquisition and \$2.1 million related to the ECL acquisition. The valuation for intangible assets related to the Lee & Allen acquisition was finalized during the twelve weeks ended May 12, 2006, which caused increases in the values allocated to non-competition agreements, customer relationships, and trademarks, as well as a decrease in other intangible assets.

**10. Private Placement of Convertible Debt and Other Financing**

*Private Placement of Convertible Debt.* On June 21, 2004, CRA completed a private placement of \$75 million of 2.875% convertible senior subordinated debentures due 2034. On July 1, 2004, CRA sold an additional \$15 million principal amount of the debentures. Holders of the debentures may convert them, as described below, only under the following circumstances:

- during any fiscal quarter (and only during such fiscal quarter) commencing after September 3, 2004, and before February 16, 2029, if the last reported sale price of CRA's common stock is greater than or equal to 125% of the conversion price for at least 20 trading days in the period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter;
- at any time on or after February 17, 2029, if the last reported sale price of CRA's common stock on any date on or after February 17, 2029, is greater than or equal to 125% of the conversion price;
- subject to certain limitations as set forth in the indenture governing the debentures, during the five business day period after any three consecutive trading day period in which the trading price per debenture for each day of that period was less than 98% of the product of the conversion rate and the last reported sale price of CRA's common stock;
- if the debentures have been called for redemption by CRA;
- upon the occurrence of specified corporate transactions as set forth in the indenture governing the debentures; or
- if the debentures are rated by Moody's Investors Service, Inc. or Standard & Poor's Rating Services or both, at any time when (i) the long-term credit rating assigned to the debentures by either rating agency is two or more levels below the credit rating initially assigned to the debentures or (ii) either rating agency has discontinued, withdrawn or suspended their ratings with respect to the debentures.

As a result of its election on December 14, 2004, CRA must settle the conversion of the debentures, as follows: (i) \$1,000 in cash per \$1,000 principal amount of debentures converted; and (ii) in cash or shares of CRA common stock (at CRA's further election, except for cash in lieu of fractional shares), any conversion obligation that exceeds the principal amount of the debentures converted.

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**10. Private Placement of Convertible Debt and Other Financing (Continued)**

Pursuant to the terms of the indenture governing the debentures, since the closing stock price did not equal or exceed the \$50 per share contingent conversion trigger price for 20 out of 30 consecutive trading days ending on May 12, 2006, holders of the debentures are not able to exercise their right to convert the bonds during the third quarter of fiscal 2006. This test is repeated each fiscal quarter. Since holders of the debentures are not able to exercise their right to convert the bonds as of May 12, 2006, the Company has classified the \$90 million convertible debt as long-term debt as of May 12, 2006, in the accompanying consolidated balance sheet. In June 2005, the Company amended its loan agreement with its bank to increase the existing line of credit from \$40 million to \$90 million to mitigate the potential liquidity risk, and to provide funding if required, in the event of conversion by the debenture holders. CRA believes that in the event the contingent conversion trigger price is met, it is unlikely that a significant percentage of bondholders will exercise their right to convert because the debentures have traded at a premium over their conversion value.

The debentures are CRA's direct, unsecured senior subordinated obligations and rank junior in right of payment to CRA's existing bank line of credit and any future secured indebtedness that CRA may designate as senior indebtedness. Interest of approximately \$1.3 million, is payable semi-annually on June 15 and December 15. CRA will also be required to pay contingent interest on the applicable interest payment date to the holders of the debentures for the period commencing June 20, 2011, and ending December 14, 2011, if the average trading price of the debentures for each of the last five trading days immediately preceding June 20, 2011, equals 125% or more of the principal amount of the debentures. Thereafter, CRA will pay contingent interest on the interest payment date for a six-month interest period if the average trading price of the debentures during the five trading day period immediately preceding the first day of the applicable six-month interest period equals or exceeds 125% of the principal amount of the debentures. The contingent interest payable per debenture will equal 0.25% of the average trading price of such debenture during the applicable five trading day reference period.

CRA may elect to redeem for cash all or any portion of the debentures on or after June 20, 2011 at a repurchase price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest. CRA may be required to repurchase all or any portion of the debentures, at the option of each holder, on June 15, 2011, June 15, 2014, June 15, 2019, June 15, 2024, and June 15, 2029 and upon certain specified fundamental changes, at a price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest. Upon a fundamental change involving a change of control of CRA, CRA may also be required to pay a make-whole premium, which in some cases could be substantial and which may be paid in cash, shares of common stock, or a combination thereof, to the holders of debentures who elect to require CRA to repurchase or convert debentures.

CRA capitalized \$3.3 million in debt issuance costs related to this offering, which are being amortized as a component of interest expense on a straight-line basis over seven years, through 2011, which is the first year in which CRA may be required to repurchase all or any portion of the debentures. These debt issuance costs, net of accumulated amortization of \$0.9 million, are included in other assets in the consolidated balance sheet as of May 12, 2006.

The contingent interest feature included in the debenture represents an embedded derivative under SFAS 133, "Accounting for Derivative Instruments and Hedging Activities" that must be recorded at fair value as of May 12, 2006. The Company has determined that the fair value of the

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**10. Private Placement of Convertible Debt and Other Financing (Continued)**

contingent interest feature is *de minimis* as of May 12, 2006, based upon economic, market and other conditions in effect as of this date. There are no other embedded derivatives associated with the Company's convertible debentures.

The Company has agreed with the debenture holders to reserve the maximum number of shares of common stock that may be issued upon conversion of the debentures.

*Borrowings under the Revolving Line of Credit.* CRA is party to a senior loan agreement with its bank for a \$90 million revolving line of credit with a maturity date of April 30, 2009. Subject to the terms of the agreement, CRA may use borrowings under this line of credit for acquisition financing, working capital, general corporate purposes, letters of credit, and foreign exchange contracts. The available line of credit is reduced, as necessary, to account for certain letters of credit outstanding. The \$90 million credit facility allows CRA to mitigate the potential liquidity risk, and to provide funding if required, in the event of conversion by the debenture holders. Funds available under the expanded facility will allow CRA to continue to classify up to \$90 million of its convertible debentures as long-term debt, rather than short-term, and will give CRA additional flexibility to meet its unforeseen financial requirements. Other than for letters of credit outstanding, there were no amounts outstanding under this line of credit as of May 12, 2006, and the line of credit then available was \$89.3 million.

Borrowings under CRA's credit facility bear interest, at its option, either at LIBOR plus an applicable margin or at the prime rate. Applicable margins range from 0.75% to 1.50%, depending on the ratio of CRA's consolidated total debt to consolidated earnings before interest, taxes, depreciation and amortization, or EBITDA, for the preceding four fiscal quarters, subject to various adjustments stated in the senior loan agreement. These margins are adjusted both quarterly and each time CRA borrows under the credit facility. Interest is payable monthly. A commitment fee of 0.165% is payable on the unused portion of the credit facility. Borrowings under the credit facility are secured by 100% of the stock of certain of CRA's U.S. subsidiaries and by 65% of the stock of certain of CRA's foreign subsidiaries, amounting to net assets of approximately \$111.5 million as of May 12, 2006.

**11. Shareholders' Equity**

*Public Offering of Common Stock.* In June 2005, the Company completed a public offering of 1,899,227 shares of its common stock at a price of \$53.75 per share. Of the 1,899,227 shares sold, 710,000 shares were offered by CRA and 1,189,227 came from selling shareholders. CRA received net proceeds of approximately \$35.9 million, after deducting the underwriting discount and offering expenses. As part of the offering, CRA received additional net proceeds of approximately \$2.6 million from the exercise of 138,187 options by the selling shareholders. The net proceeds from the offering are intended to be used for general corporate purposes, including working capital and possible acquisitions of and investments in complementary businesses.

*Issuances of Common Stock in Connection with Business Acquisitions.* In May 2006, the Company issued 1,405 shares of its common stock valued at approximately \$0.1 million as part of additional consideration paid relating to an earnout agreement for the acquisition of TCA. In July 2005, the Company issued 70,533 restricted shares of its common stock valued at \$3.8 million as part of the consideration paid for the acquisition of ECL. In May 2005, the Company issued an aggregate of 77,343 restricted shares of its common stock valued at \$3.8 million as part of the consideration paid for

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**11. Shareholders' Equity (Continued)**

the acquisition of Lee & Allen. In November 2004, the Company issued 75,261 restricted shares of its common stock valued at \$3.0 million as part of the consideration paid for the acquisition of NECG, and 24,495 restricted shares of its common stock valued at \$1.0 million as part of the purchase price for the acquisition of TCA. These shares have restrictions with respect to when they can be sold over a period of time of up to five years. The restricted shares issued in connection with all of these acquisitions are fully vested and held in escrow, until the restrictions have lapsed.

*Stock-Based Compensation.* For the twenty-four weeks ended May 12, 2006, income tax benefits on stock-based compensation of \$0.8 million were recorded as an increase to common stock. In addition, in accordance with newly adopted SFAS No. 123R, approximately \$2.0 million of stock-based compensation expense was recorded as an increase to common stock for share-based payment awards made to the Company's employees and directors, based on the estimated fair values of stock options and restricted stock awards vesting during the period. CRA also recorded \$0.1 million in stock compensation expense during the first twenty-four weeks of fiscal 2006 for options granted to external consultants and shares of common stock granted to certain employees, as further explained below.

*Exercise of Stock Options.* During the twenty-four weeks ended May 12, 2006, 133,702 options were exercised for \$3.9 million in proceeds.

*Shares Granted in Exchange for Notes Receivable.* In April 2004, in connection with the acquisition of InteCap, certain InteCap employees purchased an aggregate of 87,316 shares of restricted common stock in exchange for full recourse, interest-bearing notes, maturing in June, 2007, totaling approximately \$2.9 million. The common stock is fully vested, non-forfeitable, and non-saleable for three years. These notes receivable, net of principal payments received, are recorded as a reduction of shareholders' equity.

*Unearned Stock Compensation.* Unearned stock compensation represents the cost associated with the grant of stock options to external consultants. The options granted to external consultants are accounted for under variable accounting in accordance with SFAS No. 123 and EITF 96-18, "Accounting for Equity Instruments that are Issued to Other than Employees" (EITF 96-18). These costs are being amortized over the related vesting period.

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

## 12. Net Income per Share

Basic net income per share represents net income divided by the weighted average shares of common stock outstanding during the period. Diluted net income per share represents net income divided by the weighted average shares of common stock and common stock equivalents outstanding during the period. Weighted average shares used in diluted earnings per share include common stock equivalents arising from stock options, restricted stock and shares underlying CRA's debentures under the treasury stock method. Common stock equivalents arising from stock awards include the effect of options and unvested restricted stock using the treasury stock method. Under the treasury stock method, the amount the Company will receive for the stock awards, the amount of compensation cost for future service that the Company has not yet recognized, and the amount of tax benefits that would be recorded in additional paid-in capital when the award becomes deductible are assumed to be used to repurchase shares at the average share price for each fiscal period. A reconciliation of basic to diluted weighted average shares of common stock outstanding is as follows (in thousands):

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Basic weighted average shares outstanding	11,328	10,035	11,296	9,990
Common stock equivalents:				
Employee stock options	523	796	525	723
Shares underlying the debentures	386	405	356	304
Diluted weighted average shares outstanding	12,237	11,236	12,177	11,017

Under EITF No. 04-08, "The Effect of Contingently Convertible Debt on Diluted Earnings Per Share", which is effective for periods ending after December 15, 2004, and EITF 90-19, "Convertible Bonds with Issuer Option to Settle for Cash upon Conversion", because of CRA's obligation to settle the par value of the convertible debentures in cash, the Company is not required to include any shares underlying the convertible debentures in its diluted weighted average shares outstanding until the average stock price per share for the quarter exceeds the \$40 conversion price and only to the extent of the additional shares CRA may be required to issue in the event CRA's conversion obligation exceeds the principal amount of the debentures converted. At such time, only the number of shares that would be issuable (under the "treasury" method of accounting for share dilution) are included, which is based upon the amount by which the average stock price exceeds the conversion price. For the first \$1 per share that CRA's average stock price exceeds the \$40 conversion price of the debentures, CRA will include approximately 55,000 additional shares in CRA's diluted share count. For the second \$1 per share that CRA's average stock price exceeds the \$40 conversion price, CRA will include approximately 52,000 additional shares, for a total of approximately 107,000 shares, in CRA's diluted share count, and so on, with the additional shares' dilution falling for each \$1 per share that CRA's average stock price exceeds \$40 if the stock price rises further above \$40 (see table, below). The average stock price for both the twelve and twenty-four weeks ended May 12, 2006, was approximately \$48 per share; therefore, 386,000 and 356,000 shares underlying the debentures were included in the diluted weighted average shares outstanding for the twelve and twenty-four weeks ended May 12, 2006, respectively, under the treasury stock method of accounting, as required by EITF 90-19. The average stock price for the twelve and twenty-four weeks ended May 13, 2005, was approximately \$49 and \$46 per share, respectively; therefore, 405,000 and 304,000 shares underlying the debentures were included in the

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

## 12. Net Income per Share (Continued)

diluted weighted average shares outstanding for the twelve and twenty-four weeks ended May 13, 2005, respectively.

## "TREASURY" METHOD OF ACCOUNTING FOR SHARE DILUTION

<b>Conversion Price:</b>		<b>\$40</b>
<b>Number of Underlying Shares:</b>		<b>2,250,000</b>
<b>Formula:</b>	Number of extra dilutive shares created = ((Stock Price - Conversion Price)* Underlying Shares)/Stock Price	
<b>Condition:</b>	Only applies when share price exceeds \$40	

Stock Price	Conversion Price	Price Difference	Include in Share Count	Per \$1 Share Dilution
\$ 40	\$ 40	\$ 0	0	0
\$ 41	\$ 40	\$ 1	54,878	54,878
\$ 42	\$ 40	\$ 2	107,143	53,571
\$ 45	\$ 40	\$ 5	250,000	50,000
\$ 50	\$ 40	\$ 10	450,000	45,000
\$ 55	\$ 40	\$ 15	613,636	40,909
\$ 60	\$ 40	\$ 20	750,000	37,500
\$ 65	\$ 40	\$ 25	865,385	34,615
\$ 70	\$ 40	\$ 30	964,286	32,143
\$ 75	\$ 40	\$ 35	1,050,000	30,000
\$ 80	\$ 40	\$ 40	1,125,000	28,125

Basic weighted average shares outstanding for the twelve and twenty-four weeks ended May 12, 2006 include 710,000 shares sold by CRA and 138,187 options exercised related to the public offering of CRA's common stock in June 2005, as well as the common stock issued in connection with the ECL and Lee & Allen acquisitions in June and April 2005, respectively. The basic weighted average shares for the twelve and twenty-four weeks ended May 13, 2005 includes common stock issued in connection with the Lee & Allen acquisition.

As part of the earnout provisions included in the ECL, Lee & Allen, and TCA acquisition agreements, the Company may settle a portion of its obligations through the issuance of its common stock. Issuance of these shares is contingent based on certain provisions of the acquisition agreements. As none of the necessary conditions underlying the future earnout provisions for these acquisitions has been met as of May 12, 2006, no shares related to future earnout provisions are included in basic and diluted weighted average shares outstanding for the twelve and twenty-four weeks ended May 12, 2006.

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**13. Comprehensive Income**

Comprehensive income represents net income reported in the accompanying consolidated statements of income adjusted for changes in CRA's foreign currency translation account. A reconciliation of comprehensive income is as follows (in thousands):

	Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005
Net income	\$ 12,390	\$ 10,108
Change in foreign currency translation	4,558	(767)
Comprehensive income	\$ 16,948	\$ 9,341

**14. Accounting Pronouncements**

In November 2005, the Financial Accounting Standards Board ("FASB") issued FASB Staff Position ("FSP") FAS115-1/124-1, "The Meaning of Other-Than-Temporary Impairment and Its Application to Certain Investments", which addresses the determination as to when an investment is considered impaired, whether that impairment is other than temporary, and the measurement of an impairment loss. This FSP also includes accounting considerations subsequent to the recognition of an other-than-temporary impairment and requires certain disclosures about unrealized losses that have not been recognized as other-than-temporary impairments. The guidance in this FSP amends FASB SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities", and SFAS No. 124, "Accounting for Certain Investments Held by Not-for-Profit Organizations", and APB Opinion No. 18, "The Equity Method of Accounting for Investments in Common Stock". We adopted this FSP during the first quarter of fiscal 2006 and it did not have a material impact on our financial statements.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections" (Statement 154), which replaces APB Opinion No. 20, "Accounting Changes", and SFAS No. 3 "Reporting Accounting Changes in Interim Financial Statements". This Statement changes the requirements for the accounting for and reporting of a change in accounting principle, and applies to all voluntary changes in accounting principles, as well as changes required by an accounting pronouncement in the unusual instance it does not include specific transition provisions. Specifically, this Statement requires retrospective application to prior periods' financial statements, unless it is impracticable to determine the period-specific effects or the cumulative effect of the change. When it is impracticable to determine the effects of the change, the new accounting principle must be applied to the balances of assets and liabilities as of the beginning of the earliest period for which retrospective application is practicable and a corresponding adjustment must be made to the opening balance of retained earnings for that period rather than being reported in an income statement. When it is impracticable to determine the cumulative effect of the change, the new principle must be applied as if it were adopted prospectively from the earliest date practicable. This Statement is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. This Statement does not change the transition provisions of any existing pronouncements. CRA does not believe that the adoption of Statement 154 will have a significant impact on its consolidated statement of income or financial condition.

## Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**15. Commitments & Contingencies**

On March 15, 2005, Pegasus Technologies, Inc. filed a complaint against CRA's subsidiary NeuCo, Inc. in the United States District Court for the Northern District of Ohio, Civil Action No. 1:05-CV-736, alleging patent infringement. The complaint was subsequently amended on May 10, 2005 to specify particular patents at issue. The complaint sought, among other remedies, preliminary and permanent injunctions, and damages. On May 26, 2006, CRA's subsidiary NeuCo, of which CRA now has a 36 percent interest as of such date, acquired 100 percent of the stock of Pegasus Technologies. As part of the transaction and subject to court approval, the litigation has been terminated. For more details regarding this transaction, see Note 17 of the Notes to Condensed Consolidated Financial Statements.

In connection with the ECL and Lee & Allen acquisitions completed during fiscal 2005, and with the NECG and TCA acquisitions completed in fiscal 2004, CRA agreed to pay additional consideration, in cash, and CRA stock in certain of these acquisitions, contingent on the achievement of certain performance targets by the respective acquired businesses. CRA believes that it will have sufficient funds to satisfy any obligations related to the contingent consideration. CRA expects to fund these contingent cash payments, if any, from existing cash resources and cash generated from operations.

**16. Supplemental Consolidated Balance Sheet Information***Prepaid Expenses and Other Assets*

Prepaid expenses and other assets consist of the following:

	May 12, 2006	November 26, 2005
	(In thousands)	
Prepaid insurance	\$ 951	\$ 977
Tenant allowance receivables	883	1,165
Income tax receivable	347	194
Employee advances and other receivables	256	1,700
Prepaid rent, subscriptions, maintenance agreements, and other	2,161	1,561
	<u>\$ 4,598</u>	<u>\$ 5,597</u>

*Accrued Expenses*

Accrued expenses consist of the following:

	May 12, 2006	November 26, 2005
	(In thousands)	
Compensation and related expenses	\$ 41,523	\$ 50,510
Income taxes payable	2,819	4,515
Accrued interest	1,108	1,205
Other	4,647	5,665
	<u>\$ 50,097</u>	<u>\$ 61,895</u>



Notes to Condensed Consolidated Financial Statements (Continued)

(Unaudited)

**17. Subsequent Events**

On May 24, 2006, CRA acquired substantially all of the assets of The Ballentine Barbera Group, LLC ("BBG"), an independent consulting firm focusing on transfer pricing services headquartered in Washington, DC, for approximately \$22.7 million, consisting of \$17.7 million in cash and \$5.0 million in CRA restricted stock. Additional purchase consideration may be payable based upon specific performance metrics. BBG has 35 billable staff and maintains other offices in the United States, United Kingdom and Australia.

On May 26, 2006, CRA announced that its NeuCo subsidiary acquired 100 percent of the stock of Pegasus Technologies, Inc., for 26.5 percent of NeuCo's stock and annual cash payments subject to the achievement of certain performance metrics with a minimum aggregate value of \$3.5 million. Pegasus is located in Chardon, Ohio and has been providing optimization software solutions to the power industry for more than 20 years. As a result of the acquisition, CRA's ownership interest in NeuCo has decreased to approximately 36 percent and CRA will no longer have control of NeuCo. Accordingly, subsequent to May 26, 2006, CRA will not consolidate NeuCo in CRA's financial statements. In addition, the transaction will terminate current litigation stemming from a patent infringement lawsuit brought by Pegasus against NeuCo. Primarily as a result of the litigation settlement, CRA anticipates that its net income will decrease by approximately \$0.5 million for CRA's share of NeuCo's net losses for the remainder of fiscal 2006.

## ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Forward-Looking Statements

Except for historical facts, the statements in this quarterly report are forward-looking statements. Forward-looking statements are merely our current predictions of future events. These statements are inherently uncertain, and actual events could differ materially from our predictions. Important factors that could cause actual events to vary from our predictions include those discussed below under the heading "Factors Affecting Future Performance". We assume no obligation to update our forward-looking statements to reflect new information or developments. We urge readers to review carefully the risk factors described in this quarterly report and in the other documents that we file with the Securities and Exchange Commission. You can read these documents at [www.sec.gov](http://www.sec.gov).

Our principal internet address is [www.crai.com](http://www.crai.com). Our website provides a link to a third-party website through which our annual, quarterly, and current reports, and amendments to those reports, are available free of charge. We believe these reports are made available as soon as reasonably practicable after we file them electronically with, or furnish them to, the SEC. We do not maintain or provide any information directly to the third-party website, nor do we check the accuracy of this website.

Our website also includes information about our corporate governance practices. The Investor Relations page of our website provides a link to a web page where you can obtain a copy of our code of ethics applicable to our principal executive officer, principal financial officer, and principal accounting officer.

### Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make significant estimates and judgments that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Estimates in these consolidated financial statements include, but are not limited to, allowance for doubtful accounts, valuation allowances on deferred tax assets, depreciation of property and equipment, valuation of stock-based compensation, valuation of acquired intangible assets, accrued and deferred income taxes, and other accrued expenses. These items are monitored and analyzed by management for changes in facts and circumstances, and material changes in these estimates could occur in the future. Changes in estimates are recorded in the period in which they become known. We base our estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from our estimates if our assumptions based on past experience or our other assumptions do not turn out to be substantially accurate.

A summary of the accounting policies that we believe are most critical to understanding and evaluating our financial results is set forth below. This summary should be read in conjunction with our condensed consolidated financial statements and the related notes included in Item 1 of this quarterly report, as well as in our most recently filed annual report on Form 10-K.

*Revenue Recognition and Allowance for Doubtful Accounts.* We derive substantially all of our revenues from the performance of professional services. The contracts that we enter into and operate under specify whether the engagement will be billed on a time-and-materials or fixed-price basis. These engagements generally last three to six months, although some of our engagements can be much longer in duration. Each contract must be approved by one of our vice presidents.

We recognize substantially all of our revenues under written service contracts with our clients where the fee is fixed or determinable, as the services are provided, and only in those situations where collection from the client is reasonably assured. The majority of our revenue is derived from time-and-materials service contracts. Revenues from time-and-materials service contracts are recognized as the services are provided based upon hours worked and contractually agreed-upon hourly rates, as well as a computer services fee based upon hours worked. Revenues from fixed-price engagements are recognized on a proportional performance method based on the ratio of costs incurred, substantially all of which are labor-related, to the total estimated project costs. Project costs are based on the direct salary and associated fringe benefits of the consultants on the engagement plus all direct expenses incurred to complete the engagement that are not reimbursed by the client. The proportional performance method is used since reasonably dependable estimates of the revenues and costs applicable to various stages of a contract can be made, based on historical experience and terms set forth in the contract, and are indicative of the level of benefit provided to our clients. Our fixed-price contracts generally include a termination provision that reduces the agreement to a time-and-materials contract in the event of termination of the contract. There are no costs that are deferred and amortized over the contract term. Our management maintains contact with project managers to discuss the status of the projects and, for fixed-price engagements, management is updated on the budgeted costs and resources required to complete the project. These budgets are then used to calculate revenue recognition and to estimate the anticipated income or loss on the project. In the past, we have occasionally been required to commit unanticipated additional resources to complete projects, which have resulted in lower than anticipated income or losses on those contracts. We may experience similar situations in the future. Provisions for estimated losses on contracts are made during the period in which such losses become probable and can be reasonably estimated. To date, such losses have not been significant.

Revenues also include reimbursements, or expenses billed to clients, including travel and other out-of-pocket expenses, outside consultants, and other reimbursable expenses. These reimbursable expenses included in revenues are as follows (in thousands):

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Reimbursable expenses billed to clients	\$ 10,233	\$ 7,993	\$ 17,862	\$ 14,459

Our normal payment terms are 30 days from the invoice date. For the twelve weeks ended May 12, 2006, and May 13, 2005, our average days sales outstanding (DSOs) were 102 days and 108 days, respectively. We calculate DSOs by dividing the sum of our accounts receivable and unbilled services balance, net of deferred revenue, at the end of the quarter by average daily revenues. Average daily revenues are calculated by dividing quarter revenues by the number of days in a quarter. Our project managers and finance personnel monitor payments from our clients and assess any collection issues. We maintain allowances for doubtful accounts for estimated losses resulting from clients' failure to make required payments. We base our estimates on our historical collection experience, current trends, and credit policy. In determining these estimates, we examine historical write-offs of our receivables and review client accounts to identify any specific customer collection issues. If the financial condition of our customers were to deteriorate, resulting in an impairment of their ability to make payment, additional allowances may be required. Our failure to estimate accurately the losses for doubtful accounts and ensure that payments are received on a timely basis could have a material adverse effect on our business, financial condition, and results of operations. As of May 12, 2006, and November 26, 2005, \$5.2 million and \$5.0 million was provided for doubtful accounts, respectively.

*Stock-based Compensation Expense.* We adopted SFAS No. 123R, *Share-Based Payments* in the first quarter of fiscal 2006 using the modified prospective application method and began accounting for our equity-based compensation using a fair value based recognition method. Under the fair value

recognition requirements of SFAS No. 123R, stock-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period of the award. Prior to the adoption of SFAS No. 123R, we followed the intrinsic value method in accordance with APB No. 25 to account for our employee stock options. Historically, all stock options have been granted with an exercise price equal to the fair market value of the common stock on the date of grant. Accordingly, no compensation expense was recognized for option grants to employee and directors. However, compensation expense was recognized in connection with the issuance of stock options to non-employee consultants. SFAS No. 123R did not change the accounting for equity-based incentive compensation arrangements related to non-employees.

We recognize stock option expense using the straight-line attribution method under SFAS No. 123R. We use the Black-Scholes option-pricing model to estimate the fair value of stock options. Option valuation models require the input of assumptions, including the expected life of stock options, the expected stock price volatility, the risk-free interest rate, and the expected dividend yield. The expected volatility and expected life are based on our historical experience. The risk-free interest rate is based on US Treasury interest rates whose term is consistent with the expected life of the stock options. Expected dividend yield was not considered in the option pricing formula since we do not pay dividends and have no current plans to do so in the future. We will update these assumptions if changes are warranted. The forfeiture rate used was based upon historical experience. As required by SFAS No. 123R, we will adjust the estimated forfeiture rate based upon our actual experience.

As of May 12, 2006, there was \$6.7 million of total unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the Plan. That cost is expected to be recognized over a weighted-average period of 1.2 years. For additional information, see Footnote 7 (Stock-Based Compensation) to our Consolidated Financial Statements above under Item 1, "Financial Statements."

At our annual meeting held in April 2006 our shareholders approved our 2006 Equity Incentive Plan. We expect that restricted stock awards available for grant under our 2006 Equity Incentive Plan will become a significant part of our stock-based compensation structure going forward.

*Goodwill and Other Intangible Assets.* We account for acquisitions of consolidated companies under the purchase method of accounting pursuant to Statement of Financial Accounting Standards (SFAS) No. 141, "Business Combinations" (SFAS No. 141). Goodwill represents the purchase price of acquired businesses in excess of the fair market value of net assets acquired. Intangible assets consist principally of non-competition agreements, which are amortized on a straight-line basis over the related estimated lives of the agreements (seven to ten years), as well as customer relationships, backlog, trade names, and property leases, which are amortized on a straight-line basis over their remaining useful lives (one to ten years).

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets" (SFAS No. 142), goodwill and intangible assets with indefinite lives are not subject to amortization, but are monitored annually for impairment, or more frequently if there are indicators of impairment. Any impairment would be measured based upon the fair value of the related asset based on the provisions of SFAS No. 142. Because we have one reporting segment, under SFAS No. 142, we utilize the entity-wide approach for assessing goodwill for impairment and compare its market value to its net book value to determine if an impairment exists. There were no impairment losses related to goodwill in fiscal 2005, nor were there any indications of impairment in the twenty-four weeks ended May 12, 2006. If we determine through the impairment review process that goodwill has been impaired, we would record the impairment charge in our consolidated statement of income. The goodwill amount for the ECL acquisition reflects management's preliminary purchase price allocation and is subject to change. This preliminary purchase price allocation is based upon management's estimate of respective fair values, and will be finalized as we receive other information relevant to this acquisition, including a valuation

and appraisal of the intangible assets acquired, and complete our analysis of other transaction-related costs, such as restructuring activities related to lease obligations.

We assess the impairment of amortizable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors we consider important that could trigger an impairment review include the following:

- a significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of our use of the acquired asset or the strategy for our overall business;
- a significant negative industry or economic trend; and
- our market capitalization relative to net book value.

If we determine that an impairment review is required, we review the expected future undiscounted cash flows to be generated by the assets. When we determine that the carrying value of intangible assets may not be recoverable, we measure any impairment based on a projected discounted cash flow method using a discount rate determined by our management to be commensurate with the risk inherent in our current business model. The valuations related to the ECL acquisition will be finalized in fiscal 2006.

*Accounting for Income Taxes.* We record income taxes using the liability method. Deferred tax assets and liabilities are recognized based upon anticipated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective income tax bases, and operating loss and tax credit carryforwards. Our financial statements contain certain deferred tax assets and liabilities that result from temporary differences between book and tax accounting, as well as net operating loss carryforwards. SFAS No. 109, "Accounting for Income Taxes" ("SFAS No. 109"), requires the establishment of a valuation allowance to reflect the likelihood of realization of deferred tax assets. Significant management judgment is required in determining our provision for income taxes, our deferred tax assets and liabilities, and any valuation allowance recorded against our net deferred tax assets. We evaluate the weight of all available evidence to determine whether it is more likely than not that some portion or all of the deferred income tax assets will not be realized. The decision to record a valuation allowance requires varying degrees of judgment based upon the nature of the item giving rise to the deferred tax asset. As a result of operating losses incurred in certain of our foreign subsidiaries, and uncertainty as to the extent and timing of profitability in future periods, we recorded valuation allowances during fiscal 2005 in certain of these foreign subsidiaries based on the facts and circumstances affecting each subsidiary. Had we not recorded these allowances, we would have reported a lower effective tax rate than was recognized in our statements of income in fiscal 2005. We did not record any valuation allowances during the first twenty-four weeks of fiscal 2006.

If the realization of deferred tax assets in the future changes to be considered more likely than not, an adjustment to the net deferred tax assets would increase net income in the period such determination was made, unless such adjustment related to purchased assets which would result in an adjustment to goodwill instead of an increase in net income. The amount of the deferred tax asset considered realizable is based on significant estimates, and it is at least reasonably possible that changes in these estimates in the near term could materially affect our financial condition and results of operations. Our effective tax rate may vary from period to period based on changes in estimated taxable income or loss, changes to the valuation allowance, changes to federal, state, or foreign tax laws, future expansion into areas with varying country, state, and local income tax rates, deductibility of certain costs and expenses by jurisdiction, differences in the tax deduction of stock-based compensation as compared to the amounts previously provided for, and as a result of acquisitions.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations in several different tax jurisdictions. We are periodically reviewed by domestic and foreign tax authorities regarding the amount of taxes due. These reviews include questions regarding the timing and amount of deductions and the allocation of income among various tax jurisdictions. In evaluating the exposure associated with various filing positions, we record estimated reserves for probable exposures. Based on our evaluation of current tax positions, we believe that we have appropriately accrued for probable exposures.

### Results of Operations—

The following table provides operating information as a percentage of revenues for the periods indicated:

	Twelve Weeks Ended		Twenty-four Weeks Ended	
	May 12, 2006	May 13, 2005	May 12, 2006	May 13, 2005
Revenues	100.0%	100.0%	100.0%	100.0%
Costs of services	63.5	59.5	62.8	59.6
Gross margin	36.5	40.5	37.2	40.4
Selling, general and administrative	23.8	25.1	24.3	25.3
Income from operations	12.7	15.4	12.9	15.1
Interest income	1.4	0.5	1.4	0.5
Interest expense	(0.9)	(1.1)	(1.0)	(1.2)
Other expense	(0.2)	(0.2)	(0.1)	(0.2)
Income before provision for income taxes and minority interest	13.0	14.6	13.2	14.2
Provision for income taxes	(5.1)	(6.4)	(5.3)	(6.4)
Income before minority interest	7.9	8.2	7.9	7.8
Minority interest	0.1	—	0.1	0.1
Net income	8.0%	8.2%	8.0%	7.9%

### Results of Operations—Twelve Weeks Ended May 12, 2006, Compared to Twelve Weeks Ended May 13, 2005

*Revenues.* Revenues increased \$16.6 million, or 24.6%, to \$84.0 million for the second quarter of fiscal 2006 from \$67.4 million for the second quarter of fiscal 2005. This growth is due primarily to an increased demand for our services, as well as the Lee & Allen acquisition, which occurred during the latter part of the second quarter of fiscal 2005, and the ECL acquisition, which occurred during the third quarter of fiscal 2005. Our litigation revenues grew more than 30% from the second quarter of 2005, which was largely driven by a greater demand for our services primarily in our finance, competition and intellectual property practice areas, and the addition of our forensic accounting and computing practice areas in the second quarter of fiscal 2005. Our finance practice increased nearly 30% from the second quarter of fiscal 2005, due primarily to increased demand for our services in general securities litigation and other financial-based litigation. For instance, we have an active pipeline of work relating to certain states' investigation of business practices within the insurance industry, as well as SEC scrutiny of market trading in the mutual fund industry. Our competition practice grew by approximately 20% from the second quarter of fiscal 2005, due to increased demand for our services in this practice area. Our intellectual property practice grew nearly 15% from the second quarter of fiscal 2005, due primarily to a continued trend of increasing demand for our services in this practice area. Our business consulting revenues grew more than 15% from the second quarter of fiscal 2005, which was due primarily to our pharmaceuticals practice, and to a lesser extent, our chemicals and petroleum

practice, offset slightly by a decrease in our energy and environmental practice. The growth in our pharmaceuticals practice is due primarily to new projects related to the evolving world of specialty pharmaceuticals and biologics and on-going litigation projects related to pharmaceutical pricing. Our chemicals and petroleum practice grew more than 20%, due to an increase in demand for our services, particularly in the Middle East. Our energy and environmental practice decreased more than 10% from the second quarter of fiscal 2005, due primarily to a decrease in demand for our services. Overall, revenues outside of the United States represented approximately 22% of total revenues for the second quarter of fiscal 2006, compared with 14% of total revenues for the second quarter of fiscal 2005. The growth in revenue in our foreign offices is primarily due to the acquisitions of Lee & Allen and ECL and the increase in demand in our chemicals and petroleum practice, largely in the Middle East.

As a result of our acquisitions and the increased demand for our services, there has been an increase in our average employee consultant headcount. The total number of employee consultants increased to 661 at the end of the second quarter of fiscal 2006 from 614 at the end of the second quarter of fiscal 2005, which is primarily due to the ECL acquisition during fiscal 2005, as well as continued hiring and recruiting efforts. Increased billing rates for our employee consultants, which were phased in beginning in early December 2005, also contributed to our revenue growth. Utilization was 80% for the second quarter of fiscal 2006 compared with 81% for the second quarter of fiscal 2005. Revenues derived from fixed-price engagements decreased to 5.5% of total revenues for the second quarter of fiscal 2006 from 6.9% for the second quarter of fiscal 2005.

*Costs of Services.* Costs of services increased \$13.3 million, or 33.0%, to \$53.4 million for the second quarter of fiscal 2006 from \$40.1 million for the second quarter of fiscal 2005. The increase was due mainly to an increase in compensation expense for our employee consultants of \$11.0 million, attributable primarily to an increase in the average number of employee consultants. Our average number of employee consultants increased because of the ECL acquisition, the effect of a full quarter of Lee & Allen headcount during fiscal 2006 versus approximately two weeks in fiscal 2005 as well as continued recruiting and hiring efforts. In addition, included in the increase in compensation expense for our employee consultants is stock-based compensation expense of \$1.0 million due to the adoption of SFAS No. 123R during the first quarter of fiscal 2006. Reimbursable expenses increased \$2.2 million, or 28.0%, to \$10.2 million from \$8.0 million. As a percentage of revenues, costs of services increased to 63.5% for the second quarter of fiscal 2006 from 59.5% for the second quarter of fiscal 2005. Of the 4.0% increase as a percentage of revenues, approximately 2.5% was due to higher compensation expense for our employee consultants resulting primarily from a higher proportion of our revenue being sourced internally, the cost of which is included in cost of services, and is essentially offset by the decrease in commissions to non-employee experts, the cost of which is included in selling, general and administrative expenses. Also, of the increase as a percentage of revenues, approximately 1.2% was due to the effect of the adoption of SFAS No. 123R and other stock-based compensation expense recognized in fiscal 2006.

*Selling, General, and Administrative.* Selling, general, and administrative expenses increased by \$3.1 million, or 18.6%, to \$20.0 million for the second quarter of fiscal 2006 from \$16.9 million for the second quarter of fiscal 2005. Largely because of the ECL and Lee & Allen acquisitions, and the integration of these companies during the latter part of fiscal 2005 and through fiscal 2006, we experienced an increase in overall compensation to our administrative staff of \$2.0 million, an increase in legal, accounting, and other professional fees of \$1.1 million, an increase in depreciation and amortization expense of \$0.5 million, an increase in rent expense of \$0.2 million, and an increase in other selling, general, and administrative expenses of \$0.4 million. These increases were partially offset by a decrease in commissions to non-employee experts of \$1.1 million. Selling, general, and administrative expenses also includes approximately \$0.6 million in office closure costs for our Mexico City office in the second quarter of fiscal 2006, because it had recently become unprofitable. The increase in selling, general, and administrative expenses was also due to our need to support a larger

and more complex global company. As a percentage of revenues, selling, general, and administrative expenses decreased to 23.8% for the second quarter of fiscal 2006 from 25.1% for the second quarter of fiscal 2005. This decrease is due primarily to lower commissions to non-employee experts.

*Interest Income.* Interest income increased by \$810,000 to \$1.1 million for the second quarter of fiscal 2006 from \$334,000 for the second quarter of fiscal 2005. This increase was due to higher average interest rates, combined with higher cash balances primarily from our June 2005 public stock offering and cash generated from operations. Our weighted average imputed interest rate for the second quarter of fiscal 2006 on our average cash and cash equivalent balances was approximately 4.2% annualized compared with approximately 2.3% annualized for the second quarter of fiscal 2005.

*Interest Expense.* Interest expense decreased slightly by \$39,000 to \$733,000 for the second quarter of fiscal 2006 from \$772,000 for the second quarter of fiscal 2005. Interest expense represents primarily interest incurred on the 2.875%, \$90 million convertible debt, and the amortization of debt issuance costs.

*Other Expense.* Other expense was \$154,000 for the second quarter of fiscal 2006 versus \$158,000 for the second quarter of fiscal 2005. Other expense consists primarily of foreign currency exchange transaction gains and losses. We continue to manage our foreign currency exchange exposure through frequent settling of intercompany account balances and by self-hedging movements in exchange rates between the value of the dollar and foreign currencies.

*Provision for Income Taxes.* The provision for income taxes was \$4.2 million for the second quarter of fiscal 2006, a decrease of \$74,000 from the second quarter of fiscal 2005. Our effective income tax rate decreased to 39.0% for the second quarter of fiscal 2006 from 44.0% for the second quarter of fiscal 2005. The lower effective tax rate during the second quarter of fiscal 2006 was due primarily to the tax benefit of losses from closing our Mexico City office. We expect our effective income tax rate for fiscal 2006 to be in the range of 42% to 43%.

*Minority Interest.* Allocations of the minority share of NeuCo's net income result in deductions to our net income, while allocations of the minority share of NeuCo's net loss results in additions to our net income. Minority interest in the results of operations of NeuCo allocable to its other owners was a net loss of \$104,000 for the second quarter of fiscal 2006, compared with a net income of \$9,000 for the second quarter of fiscal 2005.

On May 26, 2006, we announced that our NeuCo subsidiary acquired 100% of the stock of Pegasus Technologies, Inc., as more fully described in Note 17 to the Condensed Consolidated Financial Statements. As a result of the acquisition, our ownership interest in NeuCo has decreased to approximately 36% and we will no longer have control of NeuCo. Accordingly, subsequent to May 26, 2006, we will not consolidate NeuCo in our financial statements. In addition, the transaction will terminate current litigation stemming from a patent infringement lawsuit brought by Pegasus against NeuCo. Primarily as a result of the litigation settlement, we anticipate that our net income will decrease by approximately \$0.5 million for our share of NeuCo's net losses for the remainder of fiscal 2006.

*Net Income.* Net income increased by \$1.3 million, or 22.9%, to \$6.7 million for the second quarter of fiscal 2006 from \$5.5 million for the second quarter of fiscal 2005. Diluted net income per share increased 12.2% to \$0.55 per share for the second quarter of fiscal 2006 from \$0.49 per share for the second quarter of fiscal 2005. Net income increased at a greater rate than diluted net income per share because diluted weighted average shares outstanding increased 1.0 million shares to approximately 12,237,000 shares for the quarter ended May 12, 2006 from approximately 11,236,000 shares for the quarter ended May 13, 2005. The increase in diluted weighted average shares outstanding for fiscal 2006 is primarily a result of the public offering of our common stock completed in June 2005 and stock option exercises occurring after May 13, 2005.



## Results of Operations—Twenty-four Weeks Ended May 12, 2006 Compared to Twenty-four Weeks Ended May 13, 2005

*Revenues.* Revenues increased \$27.4 million, or 21.2%, to \$156.6 million for the twenty-four weeks ended May 12, 2006 from \$129.2 million for the twenty-four weeks ended May 13, 2005. This growth is due primarily to an increased demand for our services, as well as the Lee & Allen acquisition, which occurred during the latter part of the second quarter of fiscal 2005, and the ECL acquisition, which occurred during the third quarter of fiscal 2005. Our litigation revenues grew more than 25% from the twenty-four weeks ended May 13, 2005, which was largely driven by a greater demand for our services primarily in our finance, intellectual property, and competition practice areas, and the addition of our forensic accounting and computing practice areas in the second quarter of fiscal 2005. Our finance practice increased more than 20% from the twenty-four weeks ended May 13, 2005, due primarily to increased demand for our services in general securities litigation and other financial-based litigation. For instance, we have an active pipeline of work relating to certain states' investigation of business practices within the insurance industry, as well as SEC scrutiny of market trading in the mutual fund industry. Our intellectual property practice grew more than 25% from the twenty-four weeks ended May 13, 2005, due primarily to a continued trend of increasing demand for our services in this practice area. Our competition practice grew more than 10% from the twenty-four weeks ended May 13, 2005, due to increased demand for our services in this practice area. Our business consulting revenues grew more than 10% from the twenty-four weeks ended May 13, 2005, which was due primarily to our pharmaceuticals practice, our chemicals and petroleum practice, and our aerospace and defense practice, offset slightly by a decrease in our energy and environmental practice. The growth in our pharmaceuticals practice is due primarily to new projects related to recent Medicare changes for both existing and new clients, new projects related to the evolving world of specialty pharmaceuticals and biologics and on-going litigation projects related to pharmaceutical pricing. Our chemicals and petroleum practice grew more than 15%, due to an increase in demand for our services, particularly in the Middle East. Our aerospace and defense practice more than doubled from the twenty-four weeks ended May 13, 2005 due to an increase in demand for our services. Our energy and environmental practice decreased nearly 10% from the twenty-four weeks ended May 13, 2005, due primarily to a decrease in demand for our services, but continues to be our largest business consulting practice in terms of revenue. Overall, revenues outside of the United States represented approximately 21% of total revenues for the twenty-four weeks ended May 12, 2006, compared with 14% of total revenues for the twenty-four weeks ended May 13, 2005. The growth in revenue in our foreign offices is primarily due to the acquisitions of Lee & Allen and ECL and the increase in demand in our chemicals and petroleum practice, largely in the Middle East.

As a result of our acquisitions and the increased demand for our services, there has been an increase in our average employee consultant headcount. The total number of employee consultants increased to 661 at the end of the second quarter of fiscal 2006 from 614 at the end of the second quarter of fiscal 2005, which is primarily due to the ECL acquisition during fiscal 2005, as well as continued hiring and recruiting efforts. Increased billing rates for our employee consultants, which were phased in beginning in early December 2005, also contributed to our revenue growth. Utilization was 79% for the twenty-four weeks ended May 12, 2006 compared with 81% for the twenty-four weeks ended May 13, 2005. Revenues derived from fixed-price engagements decreased to 4.5% of total revenues for the twenty-four weeks ended May 12, 2006 compared with 6.3% for the twenty-four weeks ended May 13, 2005.

*Costs of Services.* Costs of services increased \$21.3 million, or 27.7%, to \$98.4 million for the twenty-four weeks ended May 12, 2006 from \$77.0 million for the twenty-four weeks ended May 13, 2005. The increase was due mainly to an increase in compensation expense for our employee consultants of \$17.9 million, attributable primarily to an increase in the average number of employee consultants. Our average number of employee consultants increased because of the ECL acquisition, along with the effect of a full quarter of Lee & Allen headcount during fiscal 2006 versus

approximately two weeks in fiscal 2005 as well as continued recruiting and hiring efforts. In addition, included in the increase in compensation expense for our employee consultants is stock-based compensation expense of \$1.7 million due to the adoption of SFAS No. 123R during the first quarter of fiscal 2006. Reimbursable expenses increased \$3.4 million, or 23.5%, to \$17.9 million from \$14.5 million. As a percentage of revenues, cost of services increased to 62.8% for the twenty-four weeks ended May 12, 2006 from 59.6% for the twenty-four weeks ended May 13, 2005. Of the 3.2% increase as a percentage of revenues, approximately 1.9% was due primarily to higher compensation expense for our employee consultants resulting from a higher proportion of our revenue being sourced internally, the cost of which is included in cost of services, and is essentially offset by the decrease in commissions to non-employee experts, the cost of which is included in selling, general and administrative expenses. Also, of the increase as a percentage of revenues, approximately 1.1% was due to the effect of the adoption of SFAS No. 123R and other stock-based compensation expense recognized in fiscal 2006.

*Selling, General, and Administrative.* Selling, general, and administrative expenses increased by \$5.4 million, or 16.5%, to \$38.1 million for the twenty-four weeks ended May 12, 2006 from \$32.7 million for the twenty-four weeks ended May 13, 2005. Largely because of the ECL and Lee & Allen acquisitions, and the integration of these companies during the latter part of fiscal 2005 and through fiscal 2006, we experienced an increase in overall compensation to our administrative staff of \$3.0 million, an increase in legal, accounting, and other professional fees of \$1.8 million, an increase in rent expense of \$0.9 million, an increase in depreciation and amortization expense of \$0.9 million, and an increase in other selling, general, and administrative expenses of \$0.7 million. These increases were partially offset by a decrease in commissions to non-employee experts of \$1.9 million. Selling, general, and administrative expenses also includes approximately \$0.6 million in office closure costs for our Mexico City office in the second quarter of fiscal 2006, because it had recently become unprofitable. The increase in selling, general, and administrative expenses was also due to our need to support a larger and more complex global company. As a percentage of revenues, selling, general, and administrative expenses decreased to 24.3% for the twenty-four weeks ended May 12, 2006 from 25.3% for the twenty-four weeks ended May 13, 2005. This decrease is due primarily to lower commissions to non-employee experts.

*Interest Income.* Interest income increased by \$1.6 million to \$2.2 million for the twenty-four weeks ended May 12, 2006 from \$612,000 for the twenty-four weeks ended May 13, 2005. This increase was due to higher average interest rates, combined with higher cash balances from our June 2005 public stock offering and cash generated from operations. Our weighted average imputed interest rate for the twenty-four weeks ended May 12, 2006 on our average cash and cash equivalent balances was approximately 4.2% annualized compared with approximately 2.3% annualized for the twenty-four weeks ended May 13, 2005.

*Interest Expense.* Interest expense remained flat at \$1.5 million for the twenty-four weeks ended May 12, 2006 and May 13, 2005. Interest expense represents primarily interest incurred on the 2.875%, \$90 million convertible debt, and the amortization of debt issuance costs.

*Other Expense.* Other expense was \$173,000 for the twenty-four weeks ended May 12, 2006 versus \$213,000 for the twenty-four weeks ended May 13, 2005. Other expense consists primarily of foreign currency exchange transaction gains and losses. We continue to manage our foreign currency exchange exposure through frequent settling of intercompany account balances and by self-hedging movements in exchange rates between the value of the dollar and foreign currencies.

*Provision for Income Taxes.* The provision for income taxes was \$8.4 million for the twenty-four weeks ended May 12, 2006, an increase of \$63,000 from the twenty-four weeks ended May 13, 2005. Our effective income tax rate decreased to 40.6% for the first twenty-four weeks of fiscal 2006 from 45.4% for the first twenty-four weeks of fiscal 2005. The lower effective tax rate during the first

twenty-four weeks of fiscal 2006 was due primarily to the tax benefit of losses from closing our Mexico City office in the second quarter of fiscal 2006. In fiscal 2005, we recorded a valuation allowance against deferred tax assets of our New Zealand subsidiary because of a change in the estimated losses in that tax jurisdiction in fiscal 2005, resulting in a higher effective tax rate in the twenty-four weeks ended May 13, 2005. We expect our effective income tax rate for fiscal 2006 to be in the range of 42% to 43%.

*Minority Interest.* Allocations of the minority share of NeuCo's net income result in deductions to our net income, while allocations of the minority share of NeuCo's net loss results in additions to our net income. Minority interest in the results of operations of NeuCo allocable to its other owners was a net loss of \$141,000 for the first twenty-four weeks of fiscal 2006, compared with a net loss of \$129,000 for the first twenty-four weeks of fiscal 2005.

On May 26, 2006, we announced that our NeuCo subsidiary acquired 100% of the stock of Pegasus Technologies, Inc., as more fully described in Note 17 to the Condensed Consolidated Financial Statements. As a result of the acquisition, our ownership interest in NeuCo has decreased to approximately 36% and we will no longer have control of NeuCo. Accordingly, subsequent to May 26, 2006, we will not consolidate NeuCo in our financial statements. In addition, the transaction will terminate current litigation stemming from a patent infringement lawsuit brought by Pegasus against NeuCo. Primarily as a result of the litigation settlement, we anticipate that our net income will decrease by approximately \$0.5 million for our share of NeuCo's net losses for the remainder of fiscal 2006.

*Net Income.* Net income increased by \$2.3 million, or 22.6%, to \$12.4 million for the twenty-four weeks ended May 12, 2006 from \$10.1 million for the twenty-four weeks ended May 13, 2005. Diluted net income per share increased 10.9% to \$1.02 per share for the twenty-four weeks ended May 12, 2006 from \$0.92 per share for the twenty-four weeks ended May 13, 2005. Net income increased at a greater rate than diluted net income per share because diluted weighted average shares outstanding increased 1.2 million shares to approximately 12,177,000 shares for the twenty-four weeks ended May 12, 2006 from approximately 11,017,000 shares for the twenty-four weeks ended May 13, 2005. The increase in diluted weighted average shares outstanding for fiscal 2006 is primarily a result of the public offering of our common stock completed in June 2005 and stock option exercises occurring after May 13, 2005.

### **Liquidity and Capital Resources**

*General.* In the twenty-four weeks ended May 12, 2006, we had a net decrease in cash and cash equivalents of \$2.3 million. We completed the quarter with cash and cash equivalents of \$112.9 million, and working capital (defined as current assets less current liabilities) of \$166.5 million.

On June 29, 2005, we completed a public offering of 1,899,227 shares of our common stock at a price of \$53.75 per share. Of the 1,899,227 shares sold, 710,000 shares were offered by us and 1,189,227 came from selling shareholders. We received net proceeds of approximately \$35.9 million, after deducting the underwriting discount and estimated offering expenses. As part of the offering, we received additional net proceeds of approximately \$2.6 million from the exercise of options by the selling shareholders. The net proceeds from the offering are intended to be used for general corporate purposes, including working capital and possible acquisitions of and investments in complementary businesses.

On June 16, 2005, we completed the acquisition of ECL for approximately \$15.3 million valued using foreign exchange rates as of the date of acquisition (after deducting cash acquired, and adding acquisition costs and transaction fees paid or accrued). The \$15.3 million purchase price consisted of \$11.5 million in cash and \$3.8 million in loan notes that were exchanged for 70,533 restricted shares of our common stock, which carry restrictions with respect to when they can be sold. On April 27, 2005,

we completed the acquisition of Lee & Allen for approximately \$17.1 million valued using foreign exchange rates as of the date of acquisition (after deducting cash acquired, and adding a working capital adjustment, acquisition costs and transaction fees paid or accrued). The \$17.1 million purchase price consisted of \$13.3 million in cash and \$3.8 million in loan notes that were exchanged for 77,343 restricted shares of our common stock, which carry restrictions with respect to when they can be sold. We funded the cash portion of the purchase price of the ECL and Lee & Allen acquisitions from existing cash resources.

We believe that current cash balances, cash generated from operations, and amounts available under our bank line of credit will be sufficient to meet our anticipated working capital and capital expenditure requirements for at least the next 12 months.

*Sources and Uses of Cash in the twenty-four weeks ended May 12, 2006.* During the first twenty-four weeks of fiscal 2006, net cash used to fund operations was \$3.1 million, primarily to pay approximately \$31 million of fiscal 2005 accrued bonuses. These bonus payments are reflected in the decrease in accounts payable and accrued expenses for the twenty-four weeks ended May 12, 2006. In addition, we experienced an increase in accounts receivable and unbilled services of \$3.6 million and \$6.1 million, respectively. Increased revenue generation led to the increase in unbilled services and accounts receivable. Cash receipts relative to revenues increased, which led to lower DSO's. These uses of cash in operations were offset by sources of cash including net income of \$12.4 million, which included depreciation and amortization expense of \$4.3 million, deferred income taxes of \$2.1 million, and stock-based compensation expense of \$2.1 million.

We used \$4.5 million of net cash from investing activities for the first twenty-four weeks of fiscal 2006 primarily for capital expenditures, totaling \$3.0 million. We also used \$1.5 million primarily for the payment of additional consideration relating to the NECG and TCA acquisitions, which was contingent upon these acquired companies reaching certain post transaction revenue targets.

We generated \$4.9 million of cash from financing activities for the first twenty-four weeks of fiscal 2006 primarily through proceeds from the exercise of stock options of \$3.9 million and \$0.8 million from excess tax benefits on stock-based compensation pursuant to SFAS No. 123R.

*Private Placement of Convertible Debt.* On June 21, 2004, we completed a private placement of \$75 million of 2.875% convertible senior subordinated debentures due 2034. On July 1, 2004, we sold an additional \$15 million in principal amount of the debentures. Holders of the debentures may convert them, only under certain circumstances, including certain stock price-related conversion contingencies.

As a result of our election on December 14, 2004, we must settle the conversion of the debentures, as follows: (i) \$1,000 in cash per \$1,000 principal amount of debentures converted; and (ii) in cash or shares of our common stock (at our further election, except for cash in lieu of fractional shares), any conversion obligation that exceeds the principal amount of the debentures converted.

Pursuant to the terms of the indenture governing the debentures, since the closing stock price did not equal or exceed the \$50 per share contingent conversion trigger price for 20 out of 30 consecutive trading days ending on May 12, 2006, the market price conversion trigger was satisfied and holders of the debentures were not able to exercise their right to convert the bonds as of the first trading day of the third quarter of fiscal 2006. This test is repeated each fiscal quarter. Since the holders of the debentures are not able to exercise their right to convert the bonds as of May 12, 2006, we have classified the \$90 million convertible debt as long-term debt as of May 12, 2006, in the accompanying consolidated balance sheet. In June 2005, we amended our loan agreement with our bank to increase the existing line of credit from \$40 million to \$90 million to mitigate the potential liquidity risk, and to provide funding if required, in the event of conversion by the debenture holders. We believe that in the event the contingent conversion trigger price is met, it is unlikely that a significant percentage of bondholders will exercise their right to convert because the debentures have traded at a premium over

their conversion value. The available line of credit is reduced, as necessary, to account for certain letters of credit outstanding. We had approximately \$0.7 million of outstanding letters of credit as of May 12, 2006.

The debentures are our direct, unsecured senior subordinated obligations and rank junior in right of payment to our existing bank line of credit and any future secured indebtedness that we may designate as senior indebtedness. Interest of approximately \$1.3 million, is payable semi-annually on June 15 and December 15. We will also be required to pay contingent interest on the applicable interest payment date to the holders of the debentures for the period commencing June 20, 2011, and ending December 14, 2011, if the average trading price of the debentures for each of the last five trading days immediately preceding June 20, 2011, equals 125% or more of the principal amount of the debentures. Thereafter, we will pay contingent interest on the interest payment date for a six-month interest period if the average trading price of the debentures during the five trading day period immediately preceding the first day of the applicable six-month interest period equals or exceeds 125% of the principal amount of the debentures. The contingent interest payable per debenture will equal 0.25% of the average trading price of such debenture during the applicable five trading day reference period.

We may elect to redeem all or any portion of the debentures on or after June 20, 2011, at a repurchase price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest. We may be required to repurchase all or any portion of the debentures, at the option of each holder, on June 15, 2011, June 15, 2014, June 15, 2019, June 15, 2024 and June 15, 2029, and upon certain specified fundamental changes, at a price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest. Upon a fundamental change involving a change of control of our firm, we may also be required to pay a make-whole premium which in some cases could be substantial and which may be paid in cash, shares of common stock, or a combination thereof, to the holders of debentures who elect to require us to repurchase or convert debentures.

*Borrowings under the Revolving Line of Credit.* We are party to a senior loan agreement with our bank for a \$90 million revolving line of credit with a maturity date of April 30, 2009. Subject to the terms of the agreement, we may use borrowings under this line of credit for acquisition financing, working capital, general corporate purposes, letters of credit, and foreign exchanges contracts. The available line of credit is reduced, as necessary, to account for certain letters of credit outstanding. In April 2006, we extended the maturity date on the line of credit from April 30, 2007 to April 30, 2009. The \$90 million credit facility allows us to mitigate the potential liquidity risk, and to provide funding if required, in the event of conversion by the debenture holders. Funds available under the expanded facility will allow us to continue to classify up to \$90 million of our convertible debentures as long-term debt, rather than short-term, and will give us additional flexibility to meet our unforeseen financial requirements. Other than for letters of credit outstanding, there were no amounts outstanding under this line of credit as of May 12, 2006, and the line of credit then available was \$89.3 million.

Borrowings under our credit facility bear interest, at our option, either at LIBOR plus an applicable margin or at the prime rate. Applicable margins range from 0.75% to 1.50%, depending on the ratio of our consolidated total debt to consolidated earnings before interest, taxes, depreciation and amortization, or EBITDA, for the preceding four fiscal quarters, subject to various adjustments stated in the senior loan agreement. These margins are adjusted both quarterly and each time we borrow under the credit facility. Interest is payable monthly. A commitment fee of 0.165% is payable on the unused portion of the credit facility. Borrowings under the credit facility are secured by 100% of the stock of certain of our U.S. subsidiaries and by 65% of the stock of certain of our foreign subsidiaries, amounting to net assets of approximately \$111.5 million as of May 12, 2006.

*Debt Restrictions.* Under our senior credit agreement, we must comply with various financial and non-financial covenants. The financial covenants require us to maintain a minimum consolidated working capital of \$25.0 million and require us to comply with a consolidated total debt to EBITDA

ratio of not more than 3.5 to 1.0 and a consolidated senior debt to EBITDA ratio of not more than 2.0 to 1.0. Compliance with these financial covenants is tested on a fiscal quarterly basis. In March 2005, we amended the definition of "current liabilities" included in the working capital covenant of the senior credit agreement to exclude any convertible subordinated debt for which we have not been notified of the intention to convert. The non-financial covenants of the senior credit agreement prohibit us from paying dividends and place certain restrictions on our ability to incur additional indebtedness, repurchase our securities, engage in acquisitions or dispositions, and enter into business combinations. Any indebtedness outstanding under the senior credit facility may become immediately due and payable upon the occurrence of stated events of default, including our failure to pay principal, interest or fees or a violation of any financial covenant.

As of May 12, 2006, we were in compliance with our covenants under the senior credit agreement.

*Other Matters.* As part of our business, we regularly evaluate opportunities to acquire other consulting firms, practices or groups or other businesses. In recent years, we have typically paid for acquisitions with cash, or a combination of cash and our common stock, and we may continue to do so in the future. To pay for an acquisition, we may use cash on hand, cash generated from our operations or borrowings under our revolving credit facility, or we may pursue other forms of financing. Our ability to secure short-term and long-term debt or equity financing in the future will depend on several factors, including our future profitability, the levels of our debt and equity, restrictions under our existing line of credit with our bank, and the overall credit and equity market environments.

In connection with our acquisition of InteCap, certain InteCap employees purchased an aggregate of 87,316 shares of common stock in exchange for full recourse, interest-bearing notes, maturing in June 2007, totaling approximately \$2.9 million. These notes, net of principal payments received, are recorded as a reduction of shareholders' equity as of May 12, 2006.

Also in connection with our acquisition of InteCap, we owe amounts to certain former InteCap employees in connection with the InteCap deferred compensation plan that was established prior to the acquisition. These amounts, including accrued interest, will be paid in April 2007, and are included in current liabilities as of May 12, 2006.

In connection with the ECL acquisition, we plan to eliminate duplicate offices. Any restructuring costs incurred related to ECL-acquired offices in the twelve-month period following the date of acquisition will be recognized as a liability assumed as of the acquisition date, resulting in additional goodwill.

On May 24, 2006, we acquired substantially all of the assets of The Ballentine Barbera Group, LLC, as more fully described in Note 17 to the Condensed Consolidated Financial Statements, for approximately \$22.7 million, consisting of \$17.7 million in cash and \$5.0 million in restricted stock. Additional purchase consideration may be payable based upon specific performance metrics.

*Contingencies.* In connection with our BBG acquisition completed in May 2006, the ECL and Lee & Allen acquisitions completed during fiscal 2005, and the NECG and TCA acquisitions completed in fiscal 2004, we agreed to pay additional consideration, in cash, and our stock with certain of these acquisitions, contingent on the achievement of certain performance targets by the respective acquired businesses. We believe that we will have sufficient funds to satisfy any obligations related to the contingent consideration. We expect to fund these contingent cash payments, if any, from existing cash resources and cash generated from operations.

*Impact of Inflation.* To date, inflation has not had a material impact on our financial results. There can be no assurance, however, that inflation will not adversely affect our financial results in the future.

## Factors Affecting Future Performance

Part II, Item 1A of this quarterly report sets forth risks and uncertainties that could cause actual results to differ materially from the results contemplated by the forward-looking statements contained in this quarterly report. If any of these risks, or any risks not presently known to us or that we currently believe are not significant, develops into an actual event, then our business, financial condition, and results of operations could be adversely affected.

### ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

As of May 12, 2006, we were exposed to market risks, which include primarily changes in U.S. interest rates and foreign currency exchange rates.

From time to time, we may maintain a portion of our investments in financial instruments with purchased maturities of one year or less and a portion of our investments in financial instruments with purchased maturities of two years or less. These financial instruments are subject to interest rate risk and will decline in value if interest rates increase. Because these financial instruments are readily marketable, an immediate increase in interest rates would not have a material effect on our financial position.

We are subject to risk from changes in foreign exchange rates for our subsidiaries that use a foreign currency as their functional currency. We currently manage our foreign exchange exposure through frequent settling of intercompany account balances and by self-hedging our foreign dollar position. We do not currently enter into foreign exchange agreements to hedge our exposure, but we may do so in the future.

### ITEM 4. Controls and Procedures

#### *Evaluation of Disclosure Controls and Procedures*

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based upon that evaluation, our President and Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that we record, process, summarize and report the information we must disclose in reports that we file or submit under the Securities Exchange Act of 1934, as amended, within the time periods specified in the SEC's rules and forms.

#### *Evaluation of Changes in Internal Control over Financial Reporting*

Under the supervision and with the participation of our management, including our President and Chief Executive Officer and our Chief Financial Officer, we have determined that, during the second quarter of fiscal 2006, there were no changes in our internal control over financial reporting that have affected, or are reasonably likely to affect, materially our internal control over financial reporting.

#### *Important Considerations*

The effectiveness of our disclosure controls and procedures and our internal control over financial reporting is subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness of future periods are subject to the risk that controls may become inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time. Because of these limitations, there can be no assurance that any system of disclosure controls and procedures or internal control over financial reporting will be successful in preventing all errors or fraud or in making all material information known in a timely manner to the appropriate levels of management.

## PART II. OTHER INFORMATION

### ITEM 1. Legal Proceedings

On May 26, 2006, our subsidiary NeuCo, of which we now have a 36 percent interest as of such date, acquired all of the outstanding stock of Pegasus Technologies, Inc. As part of the transaction and subject to court approval, the litigation between NeuCo and Pegasus pending in the United States District Court for the Northern District of Ohio, Civil Action No. 1:05-CV-736, has been terminated. As a result of the transaction, Pegasus equity holders received an equity interest equal to 26.5 percent of the outstanding common stock and equivalents in NeuCo post-transaction, and will receive annual cash payments subject to the achievement of certain performance metrics with a minimum aggregate value of \$3.5 million.

### ITEM 1A. Risk Factors

Our operations are subject to a number of risks. You should carefully read and consider the following risk factors, together with all other information in this report, in evaluating our business. If any of these risks, or any risks not presently known to us or that we currently believe are not significant, develops into an actual event, then our business, financial condition, and results of operations could be adversely affected. If that happens, the market price of our common stock could decline, and you may lose all or part of your investment.

#### *We depend upon key employees to generate revenue*

Our business consists primarily of the delivery of professional services, and accordingly, our success depends heavily on the efforts, abilities, business generation capabilities, and project execution capabilities of our employee consultants. In particular, our employee consultants' personal relationships with our clients are a critical element in obtaining and maintaining client engagements. If we lose the services of any employee consultant or if our employee consultants fail to generate business or otherwise fail to perform effectively, that loss or failure could adversely affect our revenues and results of operations. We do not have non-compete agreements with the majority of our employee consultants, and they can terminate their relationships with us at will and without notice. The non-competition and non-solicitation agreements that we have with some of our employee consultants offer us only limited protection and may not be enforceable in every jurisdiction.

#### *We depend on our non-employee experts*

We depend on our relationships with our exclusive non-employee experts. In fiscal 2005 and fiscal 2004, six of our exclusive non-employee experts generated engagements that accounted for approximately 13% and 18% of our revenues in those years, excluding fees charged to the engagement by the non-employee expert and reimbursable expenses, respectively. We believe that these experts are highly regarded in their fields and that each offers a combination of knowledge, experience, and expertise that would be very difficult to replace. We also believe that we have been able to secure some engagements and attract consultants in part because we could offer the services of these experts. Most of these experts can limit their relationships with us at any time for any reason. These reasons could include affiliations with universities with policies that prohibit accepting specified engagements, the pursuit of other interests, and retirement.

As of May 12, 2006, we had non-competition agreements with 43 of our non-employee experts. The limitation or termination of any of their relationships with us, or competition from any of them after these agreements expire, could harm our reputation, reduce our business opportunities and adversely affect our revenues and results of operations.



To meet our long-term growth targets, we need to establish ongoing relationships with additional non-employee experts who have reputations as leading experts in their fields. We may be unable to establish relationships with any additional non-employee experts. In addition, any relationships that we do establish may not help us meet our objectives or generate the revenues or earnings that we anticipate.

***Our failure to manage growth successfully could adversely affect our revenues and results of operations***

Any failure on our part to manage growth successfully could adversely affect our revenues and results of operations. Over the last several years, we have continued to open offices in new geographic areas, including foreign locations, and to expand our employee base as a result of internal growth and acquisitions, including our recent acquisitions of BBG, ECL, Lee & Allen, NECG, TCA, and InteCap. We expect that this trend will continue over the long term. Opening and managing new offices often requires extensive management supervision and increases our overall selling, general, and administrative expenses. Expansion creates new and increased management, consulting, and training responsibilities for our employee consultants. Expansion also increases the demands on our internal systems, procedures, and controls, and on our managerial, administrative, financial, marketing, and other resources. We depend heavily upon the managerial, operational, and administrative skills of our officers, particularly James C. Burrows, our President and Chief Executive Officer, to manage our expansion. New responsibilities and demands may adversely affect the overall quality of our work.

***Our entry into new lines of business could adversely affect our results of operations***

If we attempt to develop new practice areas or lines of business outside our core economic and business consulting services, those efforts could harm our results of operations. Our efforts in new practice areas or new lines of business involve inherent risks, including risks associated with inexperience and competition from mature participants in the markets we enter. Our inexperience may result in costly decisions that could harm our business.

***Clients can terminate engagements with us at any time***

Many of our engagements depend upon disputes, proceedings, or transactions that involve our clients. Our clients may decide at any time to seek to resolve the dispute or proceeding, abandon the transaction, or file for bankruptcy. Our engagements can therefore terminate suddenly and without advance notice to us. If an engagement is terminated unexpectedly, our employee consultants working on the engagement could be underutilized until we assign them to other projects. In addition, because much of our work is project-based rather than recurring in nature, our consultants' utilization depends on our ability to secure additional engagements on a continual basis. Accordingly, the termination or significant reduction in the scope of a single large engagement could reduce our utilization and have an immediate adverse impact on our revenues and results of operations.

***We depend on our antitrust and mergers and acquisitions consulting business***

We derive a substantial portion of our revenues from engagements in our antitrust and mergers and acquisitions practice areas. Any substantial reduction in the number or size of our engagements in these practice areas could adversely affect our revenues and results of operations. We derived significant revenues from engagements relating to enforcement of United States antitrust laws. Changes in federal antitrust laws, changes in judicial interpretations of these laws, or less vigorous enforcement of these laws as a result of changes in political appointments or priorities or for other reasons could substantially reduce our revenues from engagements in this area. In addition, adverse changes in general economic conditions, particularly conditions influencing the merger and acquisition activity of larger companies, could adversely affect engagements in which we assist clients in proceedings before the U.S. Department of Justice and the U.S. Federal Trade Commission. An economic slowdown may

have an adverse effect on mergers and acquisitions activity, which would reduce the number and scope of our engagements in this practice area. Any such downturn would adversely affect our revenues and results of operations.

***We derive our revenues from a limited number of large engagements***

We derive a portion of our revenues from a limited number of large engagements. If we do not obtain a significant number of new large engagements each year, our business, financial condition, and results of operations could suffer. In general, the volume of work we perform for any particular client varies from year to year, and due to the specific engagement nature of our practice, a major client in one year may not hire us in the following year.

***We enter into fixed-price engagements***

We derive a portion of our revenues from fixed-price contracts. These contracts are more common in our business consulting practice, and would likely grow in number with any expansion of that practice. If we fail to estimate accurately the resources required for a fixed-price project or fail to satisfy our contractual obligations in a manner consistent with the project budget, we might generate a smaller profit or incur a loss on the project. On occasion, we have had to commit unanticipated additional resources to complete projects, and we may have to take similar action in the future, which could adversely affect our revenues and results of operations.

***Our business could suffer if we are unable to hire additional qualified consultants as employees***

Our business continually requires us to hire highly qualified, highly educated consultants as employees. Our failure to recruit and retain a significant number of qualified employee consultants could limit our ability to accept or complete engagements and adversely affect our revenues and results of operations. Relatively few potential employees meet our hiring criteria, and we face significant competition for these employees from our direct competitors, academic institutions, government agencies, research firms, investment banking firms, and other enterprises. Many of these competing employers are able to offer potential employees significantly greater compensation and benefits or more attractive lifestyle choices, career paths, or geographic locations than we can. Competition for these employee consultants has increased our labor costs, and a continuation of this trend could adversely affect our margins and results of operations.

***Acquisitions may disrupt our operations or adversely affect our results***

We regularly evaluate opportunities to acquire other businesses. The expenses we incur evaluating and pursuing acquisitions could adversely affect our results of operations. If we acquire a business, such as our recent acquisitions of BBG, ECL, Lee & Allen, NECG, TCA, and InteCap, we may be unable to manage it profitably or successfully integrate its operations with our own. Moreover, we may be unable to realize the financial, operational, and other benefits we anticipate from these acquisitions or any other acquisition. Many potential acquisition targets do not meet our criteria, and for those that do, we face significant competition for these acquisitions from our direct competitors, private equity funds, and other enterprises. Competition for future acquisition opportunities in our markets could increase the price we pay for businesses we acquire and could reduce the number of potential acquisition targets. Further, acquisitions may involve a number of special financial and business risks, such as:

- charges related to any potential acquisition from which we may withdraw;
- diversion of our management's time, attention, and resources;
- decreased utilization during the integration process;

- loss of key acquired personnel;
- increased costs to improve or coordinate managerial, operational, financial, and administrative systems including compliance with the Sarbanes-Oxley Act of 2002;
- dilutive issuances of equity securities, including convertible debt securities;
- the assumption of legal liabilities;
- amortization of acquired intangible assets;
- potential write-offs related to the impairment of goodwill;
- difficulties in integrating diverse corporate cultures; and
- additional conflicts of interests.

***Our international operations create special risks***

We may continue our international expansion, and our international revenues may account for an increasing portion of our revenues in the future. Our international operations carry special financial and business risks, including:

- greater difficulties in managing and staffing foreign operations;
- cultural differences that result in lower utilization;
- currency fluctuations that adversely affect our financial position and operating results;
- unexpected changes in trading policies, regulatory requirements, tariffs, and other barriers;
- greater difficulties in collecting accounts receivable;
- longer sales cycles;
- restrictions on the repatriation of earnings;
- potentially adverse tax consequences, such as trapped foreign losses;
- less stable political and economic environments; and
- civil disturbances or other catastrophic events that reduce business activity.

Particularly as a result of our acquisition in May 2002 of certain assets of the U.K. operations of the Chemicals and Energy Vertical consulting practice of the then Arthur D. Little corporation (Arthur D. Little is now known as Dehon, Inc.), we conduct a portion of our business in the Middle East. At times, the ongoing terrorist activity and military conflicts in the region have significantly interrupted our business operations in that region and have slowed the flow of new opportunities and proposals, which ultimately have adversely affected our revenues and results of operations.

If our international revenues increase relative to our total revenues, these factors could have a more pronounced effect on our operating results.

***Our debt obligations may adversely impact our financial performance***

In June and July of 2004, we issued a total of \$90.0 million of 2.875% convertible senior subordinated debentures due 2034. We had previously operated with little or no debt, and our previous payments of interest had not been material. The interest we are required to pay on these debentures reduces our net income each year and will continue to do so until the debentures are no longer outstanding. The terms of the debentures also include provisions that could accelerate our obligation to repay all amounts outstanding under the debentures if certain events happen, such as our failure to pay

interest in a timely manner, failure to pay principal upon redemption or repurchase, failure to deliver cash, shares of common stock, or other property upon conversion and other specified events of default. In addition, on June 15, 2011, June 15, 2014, June 15, 2019, June 15, 2024 and June 15, 2029, or following specified fundamental changes, holders of the debentures may require us to repurchase their debentures for cash. On December 14, 2004, we irrevocably elected to settle with cash 100% of the principal amount of the debentures upon conversion thereof, and holders of the debentures may convert them if our stock price exceeds \$50 per share for at least 20 out of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter. Because the closing price of our common stock did not equal or exceed the \$50 per share contingent conversion trigger price for 20 out of 30 consecutive trading days ending on May 12, 2006, holders of the debentures are not able to exercise their right to convert the bonds during our third fiscal quarter ended September 1, 2006. However, this test is repeated each fiscal quarter and has been met previously. On June 20, 2005, we amended our loan agreement with our bank to increase the existing line of credit from \$40 million to \$90 million to mitigate the potential liquidity risk, and to provide funding if required, in the event of conversion by the debenture holders. We intend to use the amounts available under our bank line of credit, in the event debenture holders exercise their rights to convert. The degree to which we are leveraged could adversely affect our ability to obtain further financing for working capital, acquisitions or other purposes and could make us more vulnerable to industry downturns and competitive pressures.

***Our clients may be unable to pay us for our services***

Our clients include some companies that may from time to time encounter financial difficulties. If a client's financial difficulties become severe, the client may be unwilling or unable to pay our invoices in the ordinary course of business, which could adversely affect collections of both our accounts receivable and unbilled services. On occasion, some of our clients have entered bankruptcy, which has prevented us from collecting amounts owed to us. The bankruptcy of a client with a substantial account receivable could adversely affect our financial condition and results of operations. A small number of clients who have paid sizable invoices later declared bankruptcy, and a court determination that we were not properly entitled to that payment may require repayment of some or all of the amount we received, which could adversely affect our financial condition and results of operations.

***Fluctuations in our quarterly revenues and results of operations could depress the market price of our common stock***

We may experience significant fluctuations in our revenues and results of operations from one quarter to the next. If our revenues or net income in a quarter or our guidance for future periods fall below the expectations of securities analysts or investors, the market price of our common stock could fall significantly. Our results of operations in any quarter can fluctuate for many reasons, including:

- the number of weeks in our fiscal quarter;
- the number, scope, and timing of ongoing client engagements;
- the extent to which we can reassign our employee consultants efficiently from one engagement to the next;
- the extent to which our employee consultants take holiday, vacation, and sick time;
- employee hiring;
- the extent of fees discounting or cost overruns;
- fluctuations related to our investment in NeuCo, Inc.;
- severe weather conditions and other factors affecting employee productivity; and
- collectibility of receivables and unbilled work in process.

Because we generate the majority of our revenues from consulting services that we provide on an hourly fee basis, our revenues in any period are directly related to the number of our employee consultants, their billing rates, and the number of billable hours they work in that period. We have a limited ability to increase any of these factors in the short term. Accordingly, if we underutilize our consultants during one part of a fiscal period, we may be unable to compensate by augmenting revenues during another part of that period. In addition, we are occasionally unable to utilize fully any additional consultants that we hire, particularly in the quarter in which we hire them. Moreover, a significant majority of our operating expenses, primarily office rent and salaries, are fixed in the short term. As a result, if our revenues fail to meet our projections in any quarter, that could have a disproportionate adverse effect on our net income. For these reasons, we believe our historical results of operations are not necessarily indicative of our future performance.

***Potential conflicts of interests may preclude us from accepting some engagements***

We provide our services primarily in connection with significant or complex transactions, disputes, or other matters that are usually adversarial or that involve sensitive client information. Our engagement by a client may preclude us from accepting engagements with the client's competitors or adversaries because of conflicts between their business interests or positions on disputed issues or other reasons. Accordingly, the nature of our business limits the number of both potential clients and potential engagements. Our recent acquisitions of BBG, ECL, Lee & Allen, NECG, TCA, and InteCap have significantly expanded our client base, which may increase the frequency with which we encounter conflicts of interest. Moreover, in many industries in which we provide consulting services, such as in the telecommunications industry, there has been a continuing trend toward business consolidations and strategic alliances. These consolidations and alliances reduce the number of potential clients for our services and increase the chances that we will be unable to continue some of our ongoing engagements or accept new engagements as a result of conflicts of interests.

***Maintaining our professional reputation is crucial to our future success***

Our ability to secure new engagements and hire qualified consultants as employees depends heavily on our overall reputation as well as the individual reputations of our employee consultants and principal non-employee experts. Because we obtain a majority of our new engagements from existing clients or from referrals by those clients, any client that is dissatisfied with our performance on a single matter could seriously impair our ability to secure new engagements. Given the frequently high-profile nature of the matters on which we work, any factor that diminishes our reputation or the reputations of any of our employee consultants or non-employee experts could make it substantially more difficult for us to compete successfully for both new engagements and qualified consultants.

***Competition from other economic and business consulting firms could hurt our business***

The market for economic and business consulting services is intensely competitive, highly fragmented, and subject to rapid change. We may be unable to compete successfully with our existing competitors or with any new competitors. In general, there are few barriers to entry into our markets, and we expect to face additional competition from new entrants into the economic and business consulting industries. In the legal and regulatory consulting market, we compete primarily with other economic and financial consulting firms and individual academics. In the business consulting market, we compete primarily with other business and management consulting firms, specialized or industry-specific consulting firms, the consulting practices of large accounting firms, and the internal professional resources of existing and potential clients. Many of our competitors have national or international reputations as well as significantly greater personnel, financial, managerial, technical, and marketing resources than we do, which could enhance their ability to respond more quickly to technological

changes, to finance acquisitions, and to fund internal growth. Some of our competitors also have a significantly broader geographic presence than we do.

***Our engagements may result in professional liability***

Our services typically involve difficult analytical assignments and carry risks of professional and other liability. Many of our engagements involve matters that could have a severe impact on the client's business, cause the client to lose significant amounts of money, or prevent the client from pursuing desirable business opportunities. Accordingly, if a client is dissatisfied with our performance, the client could threaten or bring litigation in order to recover damages or to contest its obligation to pay our fees. Litigation alleging that we performed negligently or otherwise breached our obligations to the client could expose us to significant liabilities and tarnish our reputation.

***We could incur substantial costs protecting our proprietary rights from infringement or defending against a claim of infringement***

As a professional services organization, we rely on non-competition and non-solicitation agreements with many of our employees and non-employee experts to protect our proprietary business interests. These agreements, however, may offer us only limited protection and may not be enforceable in every jurisdiction. In addition, we may incur substantial costs trying to enforce these agreements.

Our services may involve the development of custom business processes or solutions for specific clients. In some cases, the clients retain ownership or impose restrictions on our ability to use the business processes or solutions developed from these projects. Issues relating to the ownership of business processes or solutions can be complicated, and disputes could arise that affect our ability to resell or reuse business processes or solutions we develop for clients.

In recent years, there has been significant litigation in the United States involving patents and other intellectual property rights. We could incur substantial costs in prosecuting or defending any intellectual property litigation, which could adversely affect our operating results and financial condition.

Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to obtain and use information that we regard as proprietary. Litigation may be necessary in the future to enforce our proprietary rights, to protect our trade secrets, to determine the validity and scope of the proprietary rights of others or to defend against claims of infringement or invalidity. Any such resulting litigation could result in substantial costs and diversion of resources and could adversely affect our business, operating results and financial condition. Any failure by us to protect our proprietary rights could adversely affect our business, operating results and financial condition.

***Our reported earnings per share may be more volatile because of the accounting standards, rules, and regulations as they relate to the dilutive effect of our convertible senior subordinated debentures***

Holders of our 2.875% convertible senior subordinated debentures due 2034 may convert the debentures only under certain circumstances, including certain stock price-related conversion contingencies. Under accounting regulations effective for periods through December 15, 2004, until the contingent conversion condition was met, any shares underlying our debentures were not included in the calculation of diluted earnings per share. Under current accounting regulations, effective for periods ending after December 15, 2004, contingently convertible securities should be included in diluted earnings per share computations regardless of whether a stock price-related conversion contingency has been met. Under a proposed amendment to SFAS No. 128, in order to remain under the treasury stock method of accounting, issuers of debentures such as ours must commit, contractually and irrevocably, to settle the par value of the debentures in cash. On December 14, 2004, we elected, contractually and irrevocably, to settle the par value of our debentures with cash. As a result of our

election, we must settle the conversion of the debentures, as follows: (i) \$1,000 in cash per \$1,000 principal amount of debentures converted; and (ii) in cash or shares of our common stock (at our further election, except for cash in lieu of fractional shares), any conversion obligation that exceeds the principal amount of the debentures converted.

We will continue to determine the effect of the debentures on earnings per share under the treasury stock method of accounting. The treasury stock method of accounting allows us to report dilution only when our average stock price per share for the reporting period exceeds the \$40 conversion price and only to the extent of the additional shares we may be required to issue in the event our conversion obligation exceeds the principal amount of the debentures converted. For the first \$1 per share that our average stock price exceeds the \$40 conversion price of the debentures, we will include approximately 55,000 additional shares in our diluted share count. For the second \$1 per share that our average stock price exceeds the \$40 conversion price, we will include approximately 52,000 additional shares, for a total of approximately 107,000 shares, in our diluted share count, and so on, with the additional shares' dilution falling for each \$1 per share that our average stock price exceeds \$40 if the stock price rises further above \$40 (see table, below).

#### "TREASURY" METHOD OF ACCOUNTING FOR SHARE DILUTION

**Conversion Price:** **\$40**  
**Number of Underlying Shares:** **2,250,000**  
**Formula:** Number of extra dilutive shares created  
= ((Stock Price - Conversion Price)\* Underlying Shares)/Stock Price  
**Condition:** Only applies when share price exceeds \$40

Stock Price	Conversion Price	Price Difference	Include in Share Count	Per \$1 Share Dilution
\$ 40	\$ 40	\$ 0	0	0
\$ 41	\$ 40	\$ 1	54,878	54,878
\$ 42	\$ 40	\$ 2	107,143	53,571
\$ 45	\$ 40	\$ 5	250,000	50,000
\$ 50	\$ 40	\$ 10	450,000	45,000
\$ 55	\$ 40	\$ 15	613,636	40,909
\$ 60	\$ 40	\$ 20	750,000	37,500
\$ 65	\$ 40	\$ 25	865,385	34,615
\$ 70	\$ 40	\$ 30	964,286	32,143
\$ 75	\$ 40	\$ 35	1,050,000	30,000
\$ 80	\$ 40	\$ 40	1,125,000	28,125

Accordingly, volatility in our stock price could cause volatility in our reported diluted earnings per share.

#### *The market price of our common stock may be volatile*

The market price of our common stock has fluctuated widely and may continue to do so. For example, from May 13, 2005, to May 12, 2006, the trading price of our common stock ranged from a high of \$58.47 per share to a low of \$40.23 per share. Many factors could cause the market price of our common stock to rise and fall. Some of these factors are:

- variations in our quarterly results of operations;
- the hiring or departure of key personnel or non-employee experts;

- changes in our professional reputation;
- the introduction of new services by us or our competitors;
- acquisitions or strategic alliances involving us or our competitors;
- changes in accounting principles or methods, such as SFAS No. 123R;
- changes in estimates of our performance or recommendations by securities analysts;
- future sales of shares of common stock in the public market; and
- market conditions in the industry and the economy as a whole.

In addition, the stock market has recently experienced significant price and volume fluctuations. These fluctuations are often unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the market price of our common stock. When the market price of a company's stock drops significantly, shareholders often institute securities class action litigation against that company. Any litigation against us could cause us to incur substantial costs, divert the time and attention of our management and other resources, or otherwise harm our business.

***Our charter and by-laws and Massachusetts law may deter takeovers***

Our amended and restated articles of organization and amended and restated by-laws and Massachusetts law contain provisions that could have anti-takeover effects and that could discourage, delay, or prevent a change in control or an acquisition that our shareholders and debenture holders may find attractive. These provisions may also discourage proxy contests and make it more difficult for our shareholders to take some corporate actions, including the election of directors. These provisions could limit the price that investors might be willing to pay for shares of our common stock.

**ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds**

On March 30, 2006, we issued an aggregate of 1,405 shares of our common stock to Across the Charles Inc. (formerly known as Tabors, Caramanis & Associates, Inc.), as part of the earn-out provisions contained in our agreement to acquire Tabors, Caramanis & Associates, Inc. We relied on the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended, for transactions by an issuer not involving any public offering.

**ITEM 3. Defaults Upon Senior Securities**

None.



#### ITEM 4. Submission of Matters to a Vote of Security Holders

On April 21, 2006, we held our annual meeting of shareholders. Our shareholders elected Basil L. Anderson, Ronald T. Maheu, and Nancy L. Rose to serve as Class II directors for three-year terms. In addition, the terms of office of our other directors, James C. Burrows, William F. Concannon, Franklin M. Fisher, Rowland T. Moriarty, Steven C. Salop, and Carl Shapiro continued after our annual meeting of shareholders. Our shareholders also voted to approve our 2006 Equity Incentive Plan.

##### The votes cast to elect the Class II directors were:

Director	Votes For	Votes Withheld
Basil L. Anderson	9,287,412	670,419
Ronald T. Maheu	9,072,730	885,101
Nancy L. Rose	9,262,201	695,630

##### The votes cast to approve our 2006 Equity Incentive Plan were:

For	Against	Abstain	Non-Vote
7,005,440	2,216,678	1,627	734,086

#### ITEM 5. Other Information

None.

#### ITEM 6. Exhibits

Item No.	Description
4.1	Specimen certificate for common stock (incorporated by reference to Exhibit 4.4 of our registration statement on form S-8 filed on April 21, 2006)
10.1	2006 Equity Incentive Plan (incorporated by reference to Annex A of our definitive proxy statement filed on March 27, 2006).
10.2	Form of Restricted Stock Agreement for Non-Employee Director Award Pursuant to Section 6.9 of the 2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.2 of our current report on form 8-K filed on April 27, 2006).
10.3	Form of Restricted Stock Agreement for Employee or Independent Contractor Awards under the 2006 Equity Incentive Plan (incorporated by reference to Exhibit 10.3 of our current report on form 8-K filed on April 27, 2006).
10.4	Letter agreement with J. Phillip Cooper dated April 18, 2006.
10.5	Third Amendment to Loan Agreement, dated as of April 17, 2006, by and between CRA International, Inc. and Citizens Bank of Massachusetts (incorporated by reference to Exhibit 10.1 of our current report on form 8-K filed on April 19, 2006).
31.1	Rule 13a-14(a)/15d-14(a) certification of principal executive officer
31.2	Rule 13a-14(a)/15d-14(a) certification of principal financial officer
32.1	Section 1350 certification

**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 thereunto duly authorized.

CRA INTERNATIONAL, INC.

Date: June 21, 2006

By: /s/ JAMES C. BURROWS

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James C. Burrows  
*President, Chief Executive Officer*

Date: June 21, 2006

By: /s/ WAYNE D. MACKIE

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Wayne D. Mackie  
*Vice President, Treasurer,  
Chief Financial Officer  
(Principal Financial and Accounting Officer)*

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32.1	Section 1350 certification



March 24, 2006

Mr. J. Phillip Cooper

Dear Phil:

This letter agreement confirms the understanding between you and CRA International, Inc. (the "Company" or "CRA") relating to your separation from employment with the Company.

1. **Resignation.** You hereby resign your positions as Vice Chairman and Executive Vice President, and from all other offices, titles or positions you hold with the Company or any of its subsidiaries or affiliates, effective as of March 21, 2006 (the "Resignation Date"). Your resignation shall be effective regardless of the continued effectiveness of this letter agreement. From and after the Resignation Date, your obligations to the Company and the Company's obligations to you shall be solely those provided for in this letter agreement, inclusive of the exhibits attached hereto.

2. **Cooperation in Transition.** For the period from March 22, 2006 through June 21, 2006 (the "Retirement Date"), you shall remain an employee of the Company (the period from March 22, 2006 through June 21, 2006 to be referenced as the "Transition Period"), subject at all times to the policies, procedures and requirements of the Company, and shall make yourself available upon reasonable request by the Company, and at mutually agreeable times, during the Transition Period to assist in transitioning your former responsibilities to the person or persons designated by the Company to receive them, including but not limited to by providing the Company with the location of, and access information for, all computers and other electronic, recording and storage devices, and any other media containing electronic or physical versions copies of Company property, documents, records, files, emails and information. In this regard, you agree that you will generally provide assistance to the Company during the Transition Period telephonically or electronically and will present yourself at mutually agreed upon times at the Company or such other mutually agreeable location during the Transition Period only at the request of the Company on an as-needed basis; provided, however, that you will be present as necessary during the period from March 22, 2006 through April 5, 2006 to assist with the BBG transaction (or such shorter period as the Company determines in its discretion), and provided further that you shall have no further involvement with any other CRA business activities or transactions, unless such involvement (including but not limited to conference calls and other communications) includes a designated Company representative in all instances, and any such communications confirm that you have no authority to bind the Company. Notwithstanding any of the foregoing, you shall have no authority during the Transition Period to act on behalf of the Company and shall not do so, shall make no public representations on behalf of the Company, and shall incur no expenses on behalf of the Company unless specifically authorized. Your employment shall terminate by way of your resignation on the Retirement Date.

3. **Conditions Precedent to the Effectiveness of this Letter Agreement.** Notwithstanding any other provisions of this letter agreement, this letter agreement shall be rescinded by the Company, and any pending offer from the Company or agreement in principle between you and the Company shall be null and void and of no further effect, if (a) you and the Company have not reached a definitive agreement on your retirement by April 18, 2006; (b) you fail to execute all documents required to be executed in connection with your employment with CRA or this letter agreement; or (c) you at any time during the Transition Period engage in conduct materially detrimental to the legitimate business interests of CRA, any material breach of any of your obligations under this letter agreement governing your conduct, or in conduct disparaging to or abusive to CRA, its Board of Directors or any of its members, its management or any of its members, or its employees. As to provisions (b) and (c) of this Section 3, should you fail to abide by these requirements, you shall be required to return to the Company any and all payments or other tangible benefits provided to you pursuant to this letter agreement through the date of your breach. For purposes of this letter agreement, (y) "material" shall

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mean having adverse influence, effect or impact on CRA, its business, its Board of Directors or any of its members, its management or any of its members, or its employees which is more than *De minimis*; and (z) "abusive conduct" shall mean immoderate or improper conduct that departs from what is reasonable in the CRA office environment and rises to the level of maltreatment of a person.

Notwithstanding anything contained herein, you shall not be required to return or pay back to the Company the following payments and benefits guaranteed to you by your signed offer letter agreement: the value of a one-month notice period (including but not limited to the 401K contribution for said month); \$150,000.00 in severance pay; benefits continuation for one year from the Retirement Date (which, in the event any such return hereunder shall be required, shall be deemed to be April 20, 2006); and (subject to the provisions of Section 4(d) below) acceleration of vesting for one year from such Retirement Date. In addition, you shall not be required to return or pay back to the Company the following payments and benefits provided or agreed to in connection with your employment or its termination: the \$375,000.00 cash bonus under the 2005 Bonus Plan; the twenty-five percent vesting of 2000 RSUs issuable in accordance with the 2006 Equity Incentive Plan; and the Company's Profit Sharing Plan contributions for fiscal 2005 and for the calendar year 2005 stub period. The required return shall otherwise reach all payments and benefits resulting from the three month employment continuation period, reduced by the value of the one month notice period.

#### 4. Severance Pay and Associated Benefits.

**(a) Severance Pay.** Subject to (i) your continuing compliance with the provisions of Sections 7, 8, 9, 10 and 14(c) of this letter agreement and the provisions of the CRA International, Inc. Non-Solicit/Non-Hire Agreement, effective as of May 3, 2000 between you and the Company (the "Non-Solicitation Agreement"); (ii) your execution of this letter agreement in accordance with the provisions of Section 13 of this letter agreement (provided that the seven-day revocation period set forth in Section 13(c) has run without revocation by you); (iii) your execution on the Retirement Date of the Supplemental General Release and Waiver of All Claims that is *Exhibit F* hereto; and (iv) the provisions of Section 4(i) below, the Company will make a lump sum payment to you in the gross amount of \$275,000.00 (the "Severance Payment"), which payment shall include the normal termination pay for someone of your seniority and tenure with the Company and additional consideration. With regard to the foregoing, you hereby affirm and acknowledge that you are, and since May 3, 2000 have been, bound by the Non-Solicitation Agreement, a true copy of which is attached as *Exhibit A* to this letter agreement and is incorporated herein by reference.

**(b) Salary Continuation.** After the Resignation Date, the Company will continue to pay you your compensation at the current rate of \$300,000 per year through the Transition Period, and you shall also be entitled to continue all benefits provided to employees (including continued vesting of your issued and outstanding unvested options to purchase stock in CRA) on the same basis on which you have been receiving them through the Retirement Date, subject to (i) your continuing compliance with the provisions of Sections 7, 8, 9, 10 and 14(c) of this letter agreement and the provisions of the Non-Solicitation Agreement; (ii) your execution of this letter agreement in accordance with the provisions of Section 13 of this letter agreement (provided that the seven-day revocation period set forth in Section 13(c) has run without revocation by you) and of the General Release and Waiver of All Claims that is *Exhibit E*, (iii) your fulfillment of your responsibilities to transition your former responsibilities in accordance with the provisions of Section 2 above, and (iv) the provisions of Section 4(i) below.

**(c) Bonus Payment.** The Company confirms that you have been awarded a FY 2005 bonus in the amount of \$375,000 and 2,000 Restricted Share Units (RSUs) issuable in accordance with the CRA International, Inc. 2006 Equity Incentive Plan and vesting over a four-year period (with an additional 2,000 RSUs that you might have become eligible for during the course of FY 2006 based on your performance had you remained employed by the Company). For purposes of this

letter agreement, the Company agrees to accelerate the vesting of 25%, i.e., 500 units, of the RSUs on the Retirement Date.

**(d) Stock Options; Stock.** The Company has previously issued to you certain stock options under the Charles River Associates Incorporated 1998 Incentive and Nonqualified Stock Option Plan, which are summarized in *Exhibit B*. Subject to all required Board of Director and/or Board committee approvals and subject to your execution of the CRA International, Inc. Non-Competition Agreement (the "Non-Competition Agreement"), attached hereto as *Exhibit C*, in connection with your exercise of any and all options requiring execution of the Non-Competition Agreement by their terms, the vesting of your options will be accelerated on the Retirement Date by one year. Also subject to all required Board of Director and/or Board committee approvals and to applicable terms and conditions attendant to the exercise of Company options (including but not limited to the requirement that, as to options issued to you in 2004 and 2005, you execute the Non-Competition Agreement in connection with any exercise of options), you will have ninety (90) days from the Retirement Date to exercise any options that vested during your employment, including during the Transition Period and on the Retirement Date. You shall forfeit any options unvested as of the Retirement Date, but not those options vested on the Retirement Date as set forth above. Further, as of the Retirement Date you shall no longer be eligible to participate in any Employee Stock Purchase Plan.

**(e) Benefits Continuation.**

**(1) Medical Insurance Coverage.** Your rights under the so-called COBRA statute (which gives you the right to continue to participate in the Company's group medical and dental plans for a period of time at your own expense) shall become effective as of the Retirement Date. For the period of twelve (12) months from the Retirement Date, the Company will pay the same premium for your existing medical and dental insurances as it would have paid if you had continued to be employed at the Company, said continuation coverages to include the Exec-U-Care supplement to your group medical plan. Nothing in this provision shall prevent the Company from making changes in its medical and dental insurance plans to the extent that such changes are generally applicable to employees of the Company.

**(2) Long-Term Disability Insurance.** Your coverage under the group long-term disability insurance policy maintained by the Company for employees terminates on the Retirement Date. The Company shall thereafter pay to you \$795.00, which is the amount it would have paid for such insurance coverage for you if you had remained an employee for one year from June 21, 2006.

**(3) Life Insurance.** Your coverage under the group life insurance policy maintained by the Company for employees terminates on the Retirement Date. To the extent this policy provides a right for you to continue this coverage on an individual basis, the Company will continue to pay your premiums for this coverage for a period of twelve (12) months from the Retirement Date. To the extent this policy does not provide a right for you to continue this coverage on an individual basis, the Company will pay the cost of replacement up to the limit of \$6,000.00.

**(4) Accidental Death & Dismemberment Insurance.** Your coverage under the group accidental death and dismemberment insurance policy maintained by the Company for employees terminates on the Retirement Date. To the extent this policy provides a right for you to continue this coverage on an individual basis, the Company will continue to pay your premiums for this coverage for a period of twelve (12) months from the Retirement Date. To the extent this policy does not provide a right for you to continue this coverage on an individual basis, the Company will pay the cost of replacement up to the limit of \$144, which is the cost to the Company of providing such coverage to you.

(5) **Parking.** The Company will continue to pay the costs of your parking through April 30, 2006.

(f) **Profit-Sharing Retirement Contribution; 401(k) Plan.** Your qualification to receive an annual retirement contribution from the Company and your eligibility to participate in the Company's 401(k) Plan will each terminate on the Retirement Date. You will continue to receive the Company's 401(k) match on a *pro rata* basis through the Retirement Date. You will receive your fiscal 2005 and calendar 2005 stub-period Profit Sharing Plan contributions from the Company for November 26, 2005 and for December 31, 2005 respectively, but will not receive any annual Profit Sharing Plan contribution for calendar 2006 from the Company.

(g) **Vacation and Holiday Pay.** You will continue to accrue vacation and holiday benefits through the Retirement Date, at which time you will have accrued 210.36 hours of unused vacation and holiday time for which you will be paid the gross amount of \$30,340.38, subject to the provisions of Section 4(i) below and provided further that you have not used any of the 210.36 hours of accrual through the Retirement Date (which such use will be deducted from the gross amount recited above). Thereafter, you shall not accrue or be entitled to any additional vacation benefits. You shall not be deemed to have used such vacation and holiday time unless you are explicitly requested after April 5, 2006, with reasonable notice, to perform services for the Company and you fail to do so by virtue of a claim that you are using such accrued vacation or holiday time.

(h) **No Other Pay or Benefits.** You acknowledge that the Company has previously paid all amounts payable to you under all other compensation or reimbursement arrangements, if any. From and after the Retirement Date you shall have no right to compensation or benefits, including benefits accrual, beyond those specifically provided for in this letter agreement.

(i) **Withholdings.** The Company may deduct from any and all payments described in this Section 2, and from any other payments otherwise due to you under this letter agreement, such legally required withholdings, payments and/or deductions as may be required.

(j) **No Unemployment Application.** In consideration for the Company providing the payments and benefits set forth in this Section 4, you agree never to apply for unemployment benefits in consequence of your employment with or separation from the Company.

5. **Releases.**

(a) **General Release and Waiver.** In return for the payments and benefits provided to you as set forth in Sections 4(b), 4(d) and 4(f) above, you agree to execute (in accordance with the provisions of Section 13 below) the final and binding General Release and Waiver of All Claims (the "General Release and Waiver") in the form attached hereto as *Exhibit E* to this letter agreement, said General Release and Waiver to include claims of age discrimination and all other claims arising out of or relating to your application for employment with, hiring by, employment with, or changes in your employment status (including in any positions, titles or offices you have held at any time during your employment) through the date you execute the General Release and Waiver. Notwithstanding the foregoing, the Company and you agree that the terms of this letter agreement shall survive the General Release and Waiver and that claims to enforce the terms of this letter agreement are not discharged by said General Release and Waiver.

(b) **Supplemental General Release and Waiver.** In addition to the foregoing General Release and Waiver, and in return for the payments and benefits provided to you as set forth in Section 4 above, you agree to execute (in accordance with the provisions of Section 13 below) the final and binding Supplemental General Release and Waiver of All Claims (the "Supplemental Release and Waiver") in the form attached hereto as *Exhibit F* to this letter agreement, said Supplemental Release and Waiver to encompass claims of age discrimination and all other claims



arising out of or relating to the Salary Continuation Period and the termination of your employment with the Company. Notwithstanding the foregoing, the Company and you agree that the terms of this letter agreement shall survive the Supplemental Release and Waiver and that claims to enforce the terms of this letter agreement are not discharged by said Supplemental Release and Waiver.

**6. Return of Company Property and Retrieval of Personal Effects.** By no later than the close of business on Friday, April 7, 2006, or such later date as the Company may agree, and in accordance with the requirements of the Confidentiality Agreement identified in Section 7 below: (i) you will return to the Company, or at the Company's option, destroy all property of the Company, including without limitation all confidential and/or proprietary documents, information and property and all tangible work product of the Company, and further including any keys, passwords, reference materials, books, software, Company documents and files, computers, computer peripherals, laptops, and computer disks or files in your possession, custody or control; and (ii) you will retrieve from the Company all of your personal effects or, alternatively at your option, make arrangements with the Company for the return to you of all of your personal effects. You hereby acknowledge and agree that you are not entitled to retain, and will not retain, any Company property or copies thereof. To the extent the Company instructs you to destroy any of its property, you will submit an affidavit in a form to be provided by the Company, certifying that you have completed the destruction. Notwithstanding anything contained herein, the Company will on the Retirement Date transfer to a personal account in your name your corporate cellular telephone and Blackberry accounts (exclusive of access to Company voicemail and email), and you will be permitted to keep your Company-provided cellular telephone and Blackberry, including the telephone numbers for them as permitted by the relevant carriers (for which decisions the Company shall not be responsible). In this regard, you understand and agree that all future costs and account charges associated with your continuing ownership of your cell and Blackberry are your sole responsibility. In addition, the Company will also give to you, in substitution for a Dell laptop personally owned by you and left by you on the Company's premises, the IBM ThinkPad computer currently in your office at CRA, with port replicator and keyboard but without an LCD monitor, and you hereby surrender your ownership of and all claim to the return of the Dell laptop.

**7. Confidentiality.** You acknowledge and agree that you are bound in perpetuity by that certain Employee's Invention, Confidentiality and Publication Agreement (the "Confidentiality Agreement") entered into between you and the Company on May 8, 2000, a true copy of which is attached hereto as *Exhibit D* and incorporated herein by reference, and that, in accordance with the Confidentiality Agreement, you will not in any manner at any time, including but not limited to following the Retirement Date, directly or indirectly, without the express prior written consent of the Company, disclose or use any Confidential Information of the Company.

**8. Nondisparagement.** You agree not to make any statement, written or oral, which disparages the Company, its directors, officers or employees, or its management, business or personnel practices. The Company and its executive officers agree not to take any action or make any statement, written or oral, which disparages you. In addition, the Company agrees to instruct its directors not to take any action or make any statement, written or oral, which disparages you. The provisions of this Section 8 shall not apply to any truthful statement required to be made by you, or by the Company or its executive officers, in any legal proceeding, required filing pursuant to the securities laws, or pursuant to any governmental or regulatory investigation.

**9. Covenant Not to Sue or Encourage Third Party Action.** Except as otherwise provided in this Section 9, you represent and warrant that you have never commenced or filed, and covenant and agree never to commence, file, aid, solicit or in any way prosecute or cause to be commenced or prosecuted against the Releasees (as defined in the General Release and Waiver and Supplemental Release and Waiver, and except as otherwise provided in said Releases and Waivers) the bringing of any legal proceeding or the making of any legal claim against the Company by any state or federal agency or by

any applicant for employment, employee or former employee of the Company ("third party action"), and further you shall not reveal any information about the Company to be used for, and shall not testify in, any third party action except as required to do so by properly issued subpoena and then only after giving the Company a reasonable opportunity to review any such subpoena and oppose the giving of any such testimony. Notwithstanding the foregoing, the Company and you agree that this letter agreement will not affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission, the Securities and Exchange Commission, or any other federal or state agency to enforce laws subject to such agencies enforcement authority, and further agree that this letter agreement will not be used to justify interfering with your right to participate in an investigation or proceeding conducted by such agencies. You represent and warrant that you knowingly and voluntarily waive all rights or claims arising prior to your execution of this letter agreement that you may have against the Releasees, or any of them, to receive any payment, benefit or remedial relief as a consequence of an action brought on your behalf in any such agency and/or as a consequence of any litigation concerning any facts alleged in any such action.

10. **Cooperation.** Beginning on the Retirement Date, you agree for a period of three (3) years thereafter reasonably to cooperate with the Company (and, as may be requested, testify or provide evidence on behalf of the Company) in any legal, administrative, regulatory or other proceeding in which the Company is a party, fact witness, target or subject. To the extent you are asked to travel out of the Greater Boston Area in order to fulfill the foregoing obligations, the Company will reimburse you for the reasonable out-of-pocket expenses which you may incur in connection with these obligations based on your submission of invoices documenting such expenses and will pay reasonable attorneys' fees incurred in providing you with counsel in connection with any such cooperation, provided, however, that the selection of counsel and any reasonable caps on such fees shall be determined by the Company.

11. **Remedies.** You acknowledge and agree that your obligations arising under Sections 7, 8, 9, 10 and 14(c) above are of the essence to this letter agreement and that your material breach of any of these obligations, or of your obligations under the Confidentiality Agreement or the Non-Solicitation Agreement, will terminate the Company's obligations to you under Section 4 of this letter agreement. Should you commit a material breach of any such obligations, you shall further be required to pay back to the Company the full value of any benefit that you have derived under Section 4 above.

Notwithstanding anything contained herein, you shall not be required to return or pay back to the Company the following payments and benefits guaranteed to you by your signed offer letter agreement: the value of a one-month notice period (including but not limited to the 401K contribution for said month); \$150,000.00 in severance pay; benefits continuation for one year from the Retirement Date (which, in the event any such return hereunder shall be required, shall be deemed to be April 20, 2006); and (subject to the provisions of Section 4(d) below) acceleration of vesting for one year from such Retirement Date. In addition, you shall not be required to return or pay back to the Company the following payments and benefits provided or agreed to in connection with your employment or its termination: the \$375,000.00 cash bonus under the 2005 Bonus Plan; the twenty-five percent vesting of 2000 RSUs issuable in accordance with the 2006 Equity Incentive Plan; and the Company's Profit Sharing Plan contributions for fiscal 2005 and for the calendar year 2005 stub period. The required return shall otherwise reach all payments and benefits resulting from the three month employment continuation period, reduced by the value of the one month notice period.

You further acknowledge and affirm that money damages cannot adequately compensate the Company for any breach by you of Sections 7, 8, 9 and 10 of this letter agreement or of the Confidentiality Agreement or the Non-Solicitation Agreement, and that the Company is entitled to equitable relief in any Massachusetts or other court of competent jurisdiction to prevent or otherwise restrain any actual or threatened breach of the provisions of such Sections or of the Confidentiality Agreement or the Non-Solicitation Agreement, and/or to compel specific performance of, or other

compliance with, the terms of this letter agreement or the Confidentiality Agreement or the Non-Solicitation Agreement.

12. **Non-Assignment.** You warrant and represent to the Company that you have not heretofore assigned or transferred or attempted to assign or transfer to any person any claim or matter recited in the General Release and Waiver or the Supplemental Release and Waiver, or any parts or portions thereof, and agree to indemnify and hold harmless the Releasees from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense (including the payment of attorney's fees and costs actually incurred whether or not litigation be commenced), lien, action and cause of action, based on, in connection with, or arising out of any such assignment or transfer or attempted assignment or transfer.

13. **Representations and Recitals. You represent that:**

(a) **The Company has advised you to consult with an attorney of your choosing concerning the rights waived in this letter agreement. You have carefully read and fully understand this letter agreement, and are voluntarily entering into this letter agreement and providing the General Release and Waiver attached hereto as *Exhibit E* and the Supplemental Release and Waiver attached hereto as *Exhibit F*.**

(b) **You understand that you have at least 21 days to review this letter agreement, the General Release and Waiver, and the Supplemental Release and Waiver prior to their respective executions. If at any time prior to the end of the 21 day period, you execute this letter agreement and the General Release and Waiver, you acknowledge that such early execution is a knowing and voluntary waiver of your right to consider this letter agreement and the General Release and Waiver for at least 21 days and is due to your belief that you have had ample time in which to consider and understand this letter agreement and the General Release and Waiver and in which to review this letter agreement and the General Release and Waiver with an attorney.**

(c) **You understand that, for a period of seven (7) days after you have executed this letter agreement and the General Release and Waiver, and for a subsequent period of seven (7) days after you have executed the Supplemental Release and Waiver, you may revoke the letter agreement and the General Release and Waiver, and subsequently the Supplemental Release and Waiver, by giving notice in writing of such revocation to the Company, c/o Chairman of the Board of Directors at the Company's headquarters, with a copy to Michele A. Whitham, Foley Hoag LLP, Seaport World Trade Center West, 155 Seaport Boulevard, Boston, Massachusetts 02210. If at any time after the end of each seven-day period you accept any of the payments or benefits provided by the Company as described in Section 2 of this letter agreement, such acceptance will constitute an admission by you that you did not revoke this letter agreement, the General Release and Waiver, or the Supplemental Release and Waiver during the applicable revocation periods and will further constitute an admission by you that this letter agreement, the General Release and Waiver, and the Supplemental Release and Waiver have become effective and enforceable.**

(d) **You understand that the effect of the General Release and Waiver and of the Supplemental Release and Waiver is that you give up any rights you may have, in particular but without limitation, under the Federal Age Discrimination in Employment Act and the Massachusetts Law Against Discrimination (Mass. Gen. Laws ch. 151B, § 1 *et seq.*).**

(e) **You understand that you are receiving compensation and benefits pursuant to this letter agreement that you would not otherwise be entitled to if you did not enter into this letter agreement and execute the General Release and Waiver that is *Exhibit E* hereto and the Supplemental Release and Waiver that is *Exhibit F* hereto.**

14. **Miscellaneous.**

**(a) Successors and Assigns.** This letter agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors, assigns, and present and former employees and agents of the parties hereto to the extent permitted by law.

**(b) Attorneys Fees.** Each party shall bear his or its own attorney's fees and expenses.

**(c) Challenge to Validity of Agreement.** After the revocation period of seven (7) days described in Section 13(c) of this letter agreement has expired, this letter agreement and the General Release and Waiver shall be forever binding. You acknowledge that you may hereafter discover facts not now known to you relating to your hire, employment or cessation of employment, and agree that this letter agreement, the General Release and Waiver, and the Supplemental Release and Waiver shall remain in effect notwithstanding any such discovery of any such facts. You shall not bring a proceeding to challenge the validity of this letter agreement, the General Release and Waiver, and the Supplemental Release and Waiver. Should you do so notwithstanding this Section 14(c), you will first be required to pay back to the Company the payments and benefits received pursuant to Section 4 hereof.

Notwithstanding anything contained herein, you shall not be required to return or pay back to the Company the following payments and benefits guaranteed to you by your signed offer letter agreement: the value of a one-month notice period (including but not limited to the 401K contribution for said month); \$150,000.00 in severance pay; benefits continuation for one year from the Retirement Date (which, in the event any such return hereunder shall be required, shall be deemed to be April 20, 2006); and (subject to the provisions of Section 4(d) below) acceleration of vesting for one year from such Retirement Date. In addition, you shall not be required to return or pay back to the Company the following payments and benefits provided or agreed to in connection with your employment or its termination: the \$375,000.00 cash bonus under the 2005 Bonus Plan; the twenty-five percent vesting of 2000 RSUs issuable in accordance with the 2006 Equity Incentive Plan; and the Company's Profit Sharing Plan contributions for fiscal 2005 and for the calendar year 2005 stub period. The required return shall otherwise reach all payments and benefits resulting from the three month employment continuation period, reduced by the value of the one month notice period.

**(d) Governing Law.** This letter agreement shall be interpreted in accordance with and governed for all purposes by the substantive laws and public policy of the Commonwealth of Massachusetts, without giving effect to its choice or conflict of law provisions.

**(e) Complete Agreement; Modification.** This letter agreement and the exhibits hereto recite the full terms of the understanding between us, and supersede any prior oral or written understanding between us, relating to your employment with the Company or severance payments and benefits to be made or provided to you following the termination of your employment with the Company (including the offer letter between you and the Company dated May 3, 2000), except the Non-Solicitation Agreement and the Confidentiality Agreement, which shall remain in effect in accordance with its terms and are incorporated into this letter agreement by reference and attached hereto as *Exhibits A and D*. This letter agreement may be modified only in a writing signed by both parties.

**(f) Execution.** This letter agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

Please note that you have 21 days to accept the offer set forth herein, and may revoke your acceptance within 7 days of signing as set forth in Section 13(c) above, in which case this letter agreement (other than provisions 1 and 4, and the Confidentiality Agreement and Non-Solicitation) shall be null and void.

Very truly yours,

By: /s/ JAMES BURROWS

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James Burrows  
President and Chief Executive Officer

Agreed, accepted and signed this 18th day  
of April, 2006 under seal:

/s/ J. PHILLIP COOPER

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J. Phillip Cooper

EXHIBIT A

CRA INTERNATIONAL, INC.

NON-SOLICIT / NON-HIRE AGREEMENT

This NON-SOLICIT / NON-HIRE Agreement is made as of May 3, 2000, by and between CRA International, Inc., a Massachusetts corporation ("CRA"), and J. Phillip Cooper. For the purpose of this Agreement, the "Company" shall mean CRA and all affiliates of CRA who provide economic, financial or business consulting services, including subsidiaries and joint ventures providing such services, as well as any other parties controlling, controlled by, or under common control with CRA to provide such services.

In consideration of your grant of options in CRA, as outlined in our offer letter to you dated May 3, 2000, you agree that, for one year after the date of termination of your employment at CRA:

- (a) you shall not directly or indirectly solicit, induce, attempt to hire, or hire any employee or consultant of the Company (or any other person who may have been employed or retained by the Company during the 12-month period prior to your date of termination), or assist in such hiring by any other person or business entity or encourage any such employee or consultant to terminate his or her employment or retention with the Company;
- (b) you shall not directly or indirectly solicit, divert or take away, or attempt to divert or take away, from the Company the business or patronage of (i) any persons or entities who were clients or accounts of the Company while you were employed by the Company or (ii) any prospective clients or accounts of the Company which the Company or any of its employees or consultants had held substantive discussions with or submitted a proposal to while you were employed by the Company. The restrictions of this paragraph (b) shall (x) not apply with respect to clients, if any, who you can demonstrate were your active clients prior to your employment by the Company and shall (y) not limit you from soliciting business directly or indirectly from any Client in a line of business that the Company has affirmatively discontinued.

BY SIGNING THIS AGREEMENT BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE PROVISIONS OF THIS AGREEMENT AND THAT YOU AGREE TO ALL OF ITS TERMS.

\_\_\_\_\_  
Name: J. Phillip Cooper  
Date:

Accepted:

**CRA International, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT B**

[outstanding options detail]

## EXHIBIT C

### CRA INTERNATIONAL, INC. NON-COMPETITION AGREEMENT

This Non-Competition Agreement ("Agreement") is made as of this        day of        200    by and between CRA International, Inc., a Massachusetts corporation ("CRA") and        ("Employee"). For the purposes of this Agreement, the "Company" shall mean CRA and affiliates of CRA, including subsidiaries providing such services, as well as any other parties controlling, controlled by, or under common control with CRA to provide such services. The term "Plan" shall mean the Company's 1998 Incentive and Nonqualified Stock Option Plan.

#### 1. Introduction

The Company is an international economics, finance and business consulting firm that works with businesses, law firms, accounting firms and governments throughout the world providing a wide range of services, which combine economic and financial analysis with expertise in litigation and regulation support, business strategy and planning, market and demand forecasting, policy analysis and engineering and technology management. The Company also advises on economic, valuation and strategy issues related to intellectual property and commercial disputes. The Company's clients are businesses worldwide, their counsel, accountants and other professionals or consultants retained by those businesses, who seek the Company's expertise (collectively the "clients"). The Company's business is worldwide with offices across North America, Europe, Asia Pacific and the Middle East.

#### 2. Confidential Information

Employee, as a result of Employee's control and management of and active participation in the business of the Company, will be provided with and will develop specialized knowledge of, and have access to, the Company's confidential, business and proprietary information (collectively "Confidential Information"), which shall include, but not be limited to, technical data or know-how (including, but not limited to, information relating to research, products, software, models, services, development, inventions, personnel, clients, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances; employees and business opportunities) and other related confidential and proprietary information.

Employee agrees that all Confidential Information and every portion thereof, however stored, compiled or collected and whether in tangible or intangible form, constitutes the valuable intellectual property and intangible assets of the Company. Employee understands and acknowledges the importance of maintaining the security and confidentiality of the Confidential Information and that during Employee's employment with the Company, Employee is likely to develop good will on behalf of the Company. Employee agrees to forever keep the Confidential Information and all documentation and information relating thereto strictly confidential.

#### 3. Stock Options

Employee has been offered participation in the Plan, which provides an opportunity to obtain options to purchase CRA stock, subject to certain terms, conditions and restrictions pursuant to the Plan. Employee has received stock options as part of Employee's employment incentives and consideration. **As a condition of the exercise of such stock options and in order to implement and complete any exercise of such grant of options from the Company to Employee, Employee understands and acknowledges that Employee must, at the time of such exercise, sign and deliver this Agreement (or, at the time of such exercise, such other similar Agreement that in the discretion of the Plan Administrator is required to comply with the then-existing legal requirements) to the Plan Administrator, in addition to satisfying any other terms and conditions required under the Plan and**



**grant of such options.** In the event that Employee seeks to exercise the grant of options at a time during which such exercise is permitted while Employee is not an Employee as may be permitted under the Plan, the terms and conditions of this Agreement shall become effective and enforceable as if Employee were an Employee at the time of exercise.

Upon receipt by the Plan Administrator of this signed Agreement, along with the notice to exercise under the grant of options pursuant to the grant dated \_\_\_\_\_, 200 for \_\_\_\_\_ incentive/nonqualified options (the "Grant"), and satisfaction of any other terms and conditions of the Plan and the Grant, the following terms and conditions will become immediately in full force and effect between Employee and the Company:

#### **4. Non-Solicitation and Non-Hire**

Employee understands that any agreements relating to the non-solicitation and nonhiring of persons affiliated with the Company entered into by and between Employee and the Company remain in full force and effect.

#### **5. Non-Competition**

In addition to and without limiting the foregoing, during the course of Employee's employment and for a period of one (1) year following Employee's termination of employment and/or association with the Company for any reason (collectively and hereinafter the "Restriction Period"), Employee agrees that Employee, directly or indirectly, shall not, whether as owner, partner, shareholder, director, consultant, agent, employee, guarantor, surety or otherwise, or through any person, consult with, associate or in any way aid, deal or assist any competitor of the Company or engage or attempt to engage in any employment, consulting or other activity, which competes, directly or indirectly, with the Business of the Company anywhere in the Restricted Territory. For purposes of this Agreement, the Restricted Territory shall be wherever the Company has provided services to its clients and ultimate clients (as defined below) in the two (2) years preceding the Restriction Period, which includes any country where the services were performed or delivered and in the geographic area where the Company has formulated written plans to open an office to provide its services. For purposes of this Agreement, the term "employment" shall include the employment of Employee as an employee, consultant, agent, independent contractor or otherwise. For purposes of this Agreement, the Company's "Business" is services, which combine economic and financial analysis with expertise in litigation and regulation support, business strategy and planning, market and demand forecasting, policy analysis, engineering and technology management, and also includes advising on economic, valuation and strategy issues related to intellectual property and commercial disputes.

Employee acknowledges that Employee's participation in the conduct of any such Business alone or with any person other than the Company will materially impair the business, goodwill and prospects of the Company.

Employee further agrees that for one (1) year after Employee's employment with the Company ends for any reason, Employee will not, individually, on behalf of or in concert with others, solicit, call on or accept work from direct clients and/or ultimate clients with whom Employee had contact while employed by the Company. An "ultimate client" refers to any circumstance in which the Company is retained on behalf of a representative or agent of a client. An example of such circumstance is the situation in which the Company is retained by a law firm to provide services on behalf of the law firm (the "client") and the law firm's client (the "ultimate client").

Employee further agrees that for one (1) year after Employee's employment with the Company ends for any reason, Employee will not, individually, on behalf of or in concert with others, solicit, contact or hire other employees of the Company.

## **6. Remedies**

(a) Employee acknowledges and agrees that the non-competition provisions set forth herein are reasonable to protect the Company's legitimate business interest. Employee hereby acknowledges and agrees that the Company's remedy at law for any breach of this Agreement would be inadequate and that for any breach the Company shall, in addition to other remedies as may be available to it at law or equity, be entitled to an injunction, restraining order or other equitable relief restraining Employee or any entity Employee seeks to become associated with from committing or continuing to commit any violation of this Agreement.

(b) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws. Employee also hereby irrevocably submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the courts of the United States of America located in the Commonwealth of Massachusetts. Employee also hereby waives, to the fullest extent permitted by applicable law, any objection that Employee may now have or may have to the personal jurisdiction in the Commonwealth of Massachusetts.

(c) Employee agrees that for purposes of any action initiated against Employee hereunder, service of process may be effected by certified mail, return receipt requested, or receipted overnight courier to the address specified in the notice provision below.

## **7. Miscellaneous**

This Agreement may not be modified, other than in writing executed by the Chief Financial Officer of the Company, nor may any provision be waived other than in writing executed by the Chief Financial Officer of the Company. The terms and conditions of this Agreement shall be supplemental of and in addition to any and all other provisions of any Agreements that Employee has signed with the Company (the "Other Agreements"). To the extent that the Other Agreements contain a longer Restriction Period, such longer Restriction Period shall apply.

## **8. Severability**

Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

## **9. Assignability**

Employee may not assign this Agreement. The Company has the right to assign this Agreement upon notice to Employee.

## **10. Notices**

Any notice or other communication in connection with this Agreement shall be deemed to be delivered if in writing addressed to the addresses set forth below and if (a) actually delivered (electronically or physically) at said addresses or directly to the Company or Employee or (b) in the

case of a letter, three (3) business days after deposit in the United States mail, postage prepaid and registered or certified, return receipt requested:

If to Employee, to:

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If to the Company, to:

CRA International, Inc.  
John Hancock Tower, T-33  
200 Clarendon Street  
Boston, MA 02116  
Attn: Chief Financial Officer

Notice of changes in address shall comply with these notice provisions.

IN WITNESS WHEREOF, I, \_\_\_\_\_, REPRESENT AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT AND I HAVE EXECUTED THIS AGREEMENT UNDER SEAL.

\_\_\_\_\_  
Employee's Signature

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

[prior Invention, Confidentiality, and Publication Agreement]

EXHIBIT E

**GENERAL RELEASE AND WAIVER OF ALL CLAIMS  
(INCLUDING AGE DISCRIMINATION IN EMPLOYMENT ACT CLAIMS)**

In consideration of the payment, benefits and other agreements set forth in the letter agreement dated March 24, 2006, between CRA International, Inc. ("the Company") and J. Phillip Cooper ("Cooper") (to which this General Release and Waiver Of All Claims is attached), Cooper, for himself and for his heirs, executors, estates, agents, representatives, attorneys, insurers, successors and assigns (collectively, the "Releasers"), hereby voluntarily releases and forever discharges (i) the Company and its divisions, subsidiaries (direct and indirect), and affiliated, related and joint venture companies; (ii) each of its and their predecessor and successor companies and assigns; (iii) in their capacities as such, each of the Company's and its divisions' subsidiaries' (direct and indirect), affiliated, related and joint venture companies', and predecessor and successor companies' present, former and future shareholders, directors, officers, employees, agents, representatives, attorneys and insurers; and (iv) as to each foregoing individual, his or her heirs, estates, successors and assigns (collectively, the "Releasees") from all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, agreements, promises, damages, judgments, demands and claims which the Releasers ever had, or now have, or hereafter can, shall or may have, for, upon or by reason of any matter or cause whatsoever arising from the beginning of the world to the date of the execution of this General Release and Waiver, whether known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to claims arising out of or in any way related to Cooper's application for employment with, hiring by, employment with, or changes in employment status during the course of employment with the Company (including but not limited to changes in any positions, titles or offices Cooper held at any time during his employment), or any related matters (including but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Americans With Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, the Immigration Reform and Control Act of 1986, the Massachusetts Law Against Discrimination (Mass. Gen. Laws ch. 151B§1 *et seq.*), the Massachusetts Payment of Wages Act, the Massachusetts Civil and Equal Rights Acts, and federal, Massachusetts or local laws, statutes, ordinances and regulations, including common or constitutional law). Notwithstanding the foregoing, nothing in this General Release and Waiver is intended to or does waive any rights Cooper may have to enforce the terms of the above-referenced letter agreement dated March 24, 2006.

Signed and sealed this        day of        , 2006.

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J. Phillip Cooper

EXHIBIT F

**SUPPLEMENTAL GENERAL RELEASE AND WAIVER OF ALL CLAIMS  
(INCLUDING AGE DISCRIMINATION IN EMPLOYMENT ACT CLAIMS)**

In consideration of the payment, benefits and other agreements set forth in the letter agreement dated March 24, 2006, between CRA International, Inc. ("the Company") and J. Phillip Cooper ("Cooper") (to which this General Release and Waiver Of All Claims is attached), Cooper, for himself and for his heirs, executors, estates, agents, representatives, attorneys, insurers, successors and assigns (collectively, the "Releasers"), hereby voluntarily releases and forever discharges (i) the Company and its divisions, subsidiaries (direct and indirect), and affiliated, related and joint venture companies; (ii) each of its and their predecessor and successor companies and assigns; (iii) in their capacities as such, each of the Company's and its divisions' subsidiaries' (direct and indirect), affiliated, related and joint venture companies', and predecessor and successor companies' present, former and future shareholders, directors, officers, employees, agents, representatives, attorneys and insurers; and (iv) as to each foregoing individual, his or her heirs, estates, successors and assigns (collectively, the "Releasees") from all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, agreements, promises, damages, judgments, demands and claims which the Releasers ever had, or now have, or hereafter can, shall or may have, for, upon or by reason of any matter or cause whatsoever arising from the beginning of the world to the date of the execution of this General Release and Waiver, whether known or unknown, in law or equity, whether statutory or common law, whether federal, state, local or otherwise, including but not limited to claims arising out of or in any way related to Cooper's application for employment with, hiring by, employment with, changes in employment status during the course of employment (including but not limited to changes in any positions, titles or offices Cooper held at any time during his employment), or termination from employment with the Company, or any related matters (including but not limited to claims, if any, arising under the Age Discrimination in Employment Act of 1967, as amended, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Americans With Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, the Immigration Reform and Control Act of 1986, the Massachusetts Law Against Discrimination (Mass. Gen. Laws ch. 151B§1 *et seq.*), the Massachusetts Payment of Wages Act, the Massachusetts Civil and Equal Rights Acts, and federal, Massachusetts or local laws, statutes, ordinances and regulations, including common or constitutional law). Notwithstanding the foregoing, nothing in this General Release and Waiver is intended to or does waive any rights Cooper may have to enforce the terms of the above-referenced letter agreement dated March 24, 2006.

Signed and sealed this 20<sup>th</sup> day of June, 2006.

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J. Phillip Cooper

## QuickLinks

[EXHIBIT A CRA INTERNATIONAL, INC. NON-SOLICIT / NON-HIRE AGREEMENT](#)

[EXHIBIT B](#)

[EXHIBIT C](#)

[CRA INTERNATIONAL, INC. NON-COMPETITION AGREEMENT](#)

[EXHIBIT D](#)

[EXHIBIT E](#)

[GENERAL RELEASE AND WAIVER OF ALL CLAIMS \(INCLUDING AGE DISCRIMINATION IN EMPLOYMENT ACT CLAIMS\)](#)

[EXHIBIT F](#)

[SUPPLEMENTAL GENERAL RELEASE AND WAIVER OF ALL CLAIMS \(INCLUDING AGE DISCRIMINATION IN EMPLOYMENT ACT CLAIMS\)](#)



**CERTIFICATION**

I, James C. Burrows, President and Chief Executive Officer of CRA International, Inc. certify that:

1. I have reviewed this quarterly report on Form 10-Q of CRA International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of the financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect adversely the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 21, 2006

By: /s/ JAMES C. BURROWS

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James C. Burrows  
President, Chief Executive Officer

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## QuickLinks

[Exhibit 31.1](#)

**CERTIFICATION**

I, Wayne D. Mackie, Vice President, Treasurer and Chief Financial Officer of CRA International, Inc. certify that:

1. I have reviewed this quarterly report on Form 10-Q of CRA International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of the financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to affect adversely the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: June 21, 2006

By: /s/ WAYNE D. MACKIE

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Wayne D. Mackie  
Vice President, Treasurer, and Chief Financial Officer

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## QuickLinks

[Exhibit 31.2](#)

**CERTIFICATION PURSUANT TO  
18 U.S.C. §1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of CRA International, Inc. (the "Company") for the quarter ended May 12, 2006, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned President and Chief Executive Officer and Vice President, Treasurer, and Chief Financial Officer of the Company, certifies, to the best knowledge and belief of the signatory, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JAMES C. BURROWS

/s/ WAYNE D. MACKIE

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James C. Burrows  
President and Chief Executive Officer  
Date: June 21, 2006

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Wayne D. Mackie  
Vice President, Treasurer, and  
Chief Financial Officer  
Date: June 21, 2006

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## QuickLinks

[Exhibit 32.1](#)