UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **June 5, 2009**

WILLDAN GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-33076**	**14-1951112**
(State of other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2401 East Katella Avenue, Suite 300, Anaheim, California 92806
(Address of Principal Executive Offices)

Registrant's telephone number, including area code: **(800) 424-9144**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).
o Soliciting material pursuant to Rule 14A-12 under the Exchange Act (17 CFR 240.14a-12)
o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR.14d-2(b))
o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 5, 2009, the Board of Directors (the "Board") of Willdan Group, Inc. (the "Company") determined that Frank Tripepi and Marc Tipermas are each executive officers of the Company.

Mr. Tripepi, 61, has been the President and Chief Executive Officer of the Company's Financial Services division (previously the Company's subsidiary, MuniFinancial) since June 2002. Prior to joining MuniFinancial, Mr. Tripepi served as the city manager of Rosemead, California for approximately 28 years. In April 2004, Mr. Tripepi received an appointment to the Board of Governors of the Rose Institute of State and Local Government. The Rose Institute conducts and publishes research on California government and politics. Mr. Tripepi received his B.A. in Political Science in 1969 from California State University, Fullerton.

Mr. Tripepi's employment with the Company is not subject to any employment agreement.

Mr. Tipermas, 61, has been the President of National Programs of the Company since June 2007. From 1981 to 1998 he was with ICF Kaiser International, a global consulting, engineering, and program management firm, and was named President and Chief Operating Officer of the company in 1997. From 2002 to 2006, Mr. Tipermas was Senior Vice President for Business Development of Dynamac Corporation, an environmental consulting firm. Earlier in his career Mr. Tipermas worked at the US Environmental Protection Agency (EPA) and in 1980-81 served as the first Director of EPA's Superfund Policy and Program Management Office. Mr. Tipermas received an S.B. from the Massachusetts Institute of Technology, and also holds Ph.D. and Master's degrees from Harvard University in political science.

The terms of Mr. Tipermas' employment with the Company are contained in an employment agreement (the "Employment Agreement"), dated as of May 22, 2007 (the "Effective Date"), by and between the Company and Mr. Tipermas. The Employment Agreement commenced on the Effective Date and ended on December 31, 2008 (the "Employment Period"). Following the Employment Period, Mr. Tipermas' employment has continued on an at-will basis, subject to the terms of the Employment Agreement. If Mr. Tipermas' employment is terminated following the Employment Period without cause, or if Mr. Tipermas resigns following the Employment Period for good reason, Mr. Tipermas will be paid a lump sum severance payment of six months of his base salary.

The Employment Agreement provides that Mr. Tipermas was entitled to receive an annual base salary of $220,000 until March 31, 2008. Thereafter, Mr. Tipermas' annual base salary is to be reviewed by the Company's President/Chief Executive Officer at least annually, and may be increased, but not decreased, based on such review. Mr. Tipermas is also eligible to receive an annual incentive bonus (the "Incentive Bonus"), determined annually by the President/Chief Executive Officer on the basis of individual and Company performance objectives mutually agreed upon by the President/Chief Executive Officer and Mr. Tipermas. For each year, the Incentive Bonus may be in an amount up to 100% of Mr. Tipermas' annual base salary. In each case, payment of the Incentive Bonus is contingent on Mr. Tipermas' continued employment with the Company through the last day of the 12-month period covered by the bonus, except that payment will be made on a prorated basis if the Company terminates Mr. Tipermas' employment without cause (as defined in his employment agreement), or Mr. Tipermas resigns from the Company for good reason (as defined in his employment agreement), so long as any

such termination or resignation is in the second half of the period used for determining the bonus, and only if the agreed-upon performance objectives are achieved on a prorated basis.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

10.1 Employment Agreement dated May 22, 2007 between Marc Tipermas and Willdan Group, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WILLDAN GROUP, INC.

Date: June 10, 2009

By: /s/ Kimberly D. Gant
Kimberly D. Gant
Chief Financial Officer

EXHIBIT INDEX

Exhibit No.	Document
10.1	Employment Agreement dated May 22, 2007

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 22nd day of May, 2007 (the "Effective Date"), by and between Willdan Group, Inc., a Delaware corporation ("Company"), and Marc Tipermas, an individual ("Employee").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Company desires to employ Employee to carry out the duties and responsibilities described below on the terms and conditions hereinafter set forth.

B. Employee desires to accept such employment on such terms and conditions.

C. This Agreement shall govern the employment relationship between Employee and Company from and after the Effective Date and supersedes all previous agreements with respect to such relationship.

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Retention and Duties.

1.1 Retention. Company hereby hires, engages and employs Employee for the Employment Period, as defined in Section 2, on the terms and conditions set forth in this Agreement. Employee hereby accepts and agrees to such hiring, engagement and employment, on the terms and conditions so set forth.

1.2 Duties. During the Employment Period, Employee shall hold the title of President — National Programs. Employee shall be charged with assisting the President and CEO in establishing a nationwide presence for the Company, both through expansion into federal services and expanding the Company's core business in providing municipal outsource services and assisting in building the Company's business development process. Employee shall identify potential federal services acquisition targets and assist in pursuing opportunities for expansion through organic growth. Once the Company acquires a firm providing federal services, Employee's primary responsibility will be management of the acquisition and other federal services provided by the Company, while continuing to assist in growing the Company's core business. Employee's duties may include serving as President and/or CEO of the acquisition. Additionally, Employee shall perform such other duties as may be assigned by the President and CEO.

1.3 No Other Employment; Minimum Time Commitment. During the Employment Period, Employee shall both (i) devote substantially all of Employee's business

time, energy and skill to the performance of Employee's duties for Company, and (ii) hold no other employment. Employee's service on the boards of directors (or similar body) of other business entities, or the provision of other services thereto, is subject to the prior written approval of the Board, which may not be unreasonably withheld. Company shall have the right to require Employee to resign from any board or similar body on which he may then serve if the Board reasonably determines that Employee's service on such board or body interferes with the effective discharge of Employee's duties and responsibilities to Company or that any business related to such service is then in competition with any business of Company or any of its affiliates, successors or assigns. Nothing in this Section 1.3 shall be construed as preventing Employee from engaging in the investment of his personal assets. Notwithstanding the foregoing, Employee may provide outside consulting services with the prior consent of Company's Board.

1.4 No Breach of Contract. Employee represents to Company that: (i) the execution and delivery of this Agreement by Employee and Company and the performance by Employee of Employee's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which Employee is a party or otherwise bound; (ii) Employee has no information (including, without limitation, confidential information and trade secrets) relating to any other person or entity which would prevent, or be violated by, Employee entering into this Agreement or carrying out his duties hereunder; and (iii) Employee is not bound by any confidentiality, trade secret or similar agreement with any other person or entity.

1.5 Location. Employee's principal place of employment shall be in Washington, D.C. area within 25 miles of the downtown area. Employee further acknowledges that he will be required to travel from time to time in the course of performing his duties for Company.

2. Employment Period. The "Employment Period" shall commence on the Effective Date and end December 31, 2008 (the "Termination Date"). Following the Employment Period, Employee's employment shall continue on an "at-will" basis. Such continued employment shall be subject to the terms of this Agreement. Should Employee's employment be terminated by Company during the Employment Period, without Cause or the Employee resigns for good reason, Employee shall be paid, as full severance benefits, Base Salary for the full Employment Period together with an additional six (6) months of Base Salary. Should Employee's employment be terminated by Company after the Employment Period without Cause, or the employee resigns for good reason, Employee shall be paid a severance of six (6) months Base Salary. All compensation paid by Company to Employee due to termination shall be paid in bi-weekly installments on the same schedule as regular employees of the Company are paid, however, Employee shall not continue to be entitled to any other benefits or accruals that are provided to regular employees, except health benefits, which shall be provided and paid out through the employment period and during the period when severance payments are being paid. Additionally, Employee shall be entitled to COBRA benefits at his own expense commencing at the conclusion of the severance period. In the event that Employee's employment is terminated by Employee for other than good reason, all compensation shall cease on the effective date of employment and Employee shall not be entitled to any severance benefits. Notwithstanding the foregoing, the Employment Period is subject to earlier termination as provided below in this Agreement. No termination shall be considered a breach of this Agreement.

3. Compensation.

3.1 Base Salary. Employee's base salary (the "Base Salary") shall be paid in accordance with Company's regular payroll practices in effect from time to time (presently bi-weekly), but not less frequently than in monthly installments. Employee's Base Salary through May 31, 2008, shall be at an annualized rate of Two Hundred and Twenty Thousand Dollars ($220,000). Thereafter, President/CEO will review Employee's Base Salary at least annually and may increase, but not decrease, Employee's Base Salary from the rate then in effect, based on such review.

3.2 Incentive Bonus. During the Employment Period, Employee shall be eligible to receive an annual incentive bonus ("Incentive Bonus"), determined annually by the President/CEO on the basis of individual and Company performance objectives mutually agreed upon by the President/CEO and Employee. For the period through May 31, 2008, Employee's Incentive Bonus amount shall be a minimum of Twenty-Five Thousand Dollars ($25,000) up to a maximum of 100% of Employee's base salary. For each year thereafter, the Incentive Bonus may range from nothing up to 100% of Employee's annual Base Salary. In each case, payment of Employee's Incentive Bonus is contingent on Employee's continued employment with Company through the last day of the 12-month period covered by the bonus, except that payment will be made on a prorated basis if termination is by the Company without cause or by Employee with good reason, so long as termination is in the second half of the period used for determining the bonus, and only if the performance objectives are achieved on a prorated basis.

3.3 Stock Option Grant. Company has approved the grant to Employee, as of the Effective Date, of an option to purchase 25,000 shares of Company's common stock ("Common Stock") at an exercise price per share equal to the closing price of a share of the Common Stock on the Effective Date (the "Option"). The Option is intended to qualify as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), to the maximum extent possible within the limitations of the Code. The Option will vest in substantially equal annual installments over the three-year period following the date of grant. The vesting of each installment of the Option will occur only if Employee remains continuously employed with Company through the respective vesting dates, except that the option will vest entirely and immediately if the employee is terminated without cause or resigns for Good Reason. The maximum term of the Option is ten (10) years from the date of grant of the Option, subject to earlier termination upon the termination of Employee's employment with Company, a change in control of Company and similar events. In the event there is a change in control of Company during Employee's employment, all Options that have not already vested shall immediately vest. The Option has been granted under the Willdan Group, Inc. 2006 Stock Incentive Plan (the "Plan"), a copy of which has been provided to Employee, is subject to the approval by the Company's shareholders of the Plan, and is subject to such further terms and conditions as set forth in a written stock option agreement to be entered into by Company and Employee to evidence the Option (the "Option Agreement"). Such Option Agreement shall be in substantially the form attached hereto as Exhibit A. Notwithstanding the foregoing provisions of this Section 3.3, the grant of the Option is subject to approval by the Company's Compensation Committee and Board of Directors and approval of the Plan by Company's stockholders at Company's next annual meeting.

3.4 Stock Purchases. Employee shall be provided an opportunity to participate in such other stock purchase plans as may be established by the Company's Board of Directors.

4. Benefits.

4.1 Retirement, Welfare and Fringe Benefits. During the Employment Period, Employee shall be entitled to participate in all employee pension and welfare benefit plans and fringe benefit plans and programs made available by Company to Company's employees generally, in accordance with the eligibility and participation provisions of such plans and as such plans or programs may be in effect from time to time. Employee shall participate in Company's long term disability policy.

4.2 Reimbursement of Business Expenses. During the Employment Period, Employee is authorized to incur and shall be reimbursed for all reasonable business expenses in carrying out Employee's duties for Company under this Agreement, subject to Company's expense reimbursement policies (including, without limitation, any policies concerning proper documentation of such expenses) in effect from time to time.

4.3 Paid and Other Leave. During the Employment Period, Employee shall accrue and be entitled to take paid leave in accordance with Company's leave policies in effect from time to time. Employee shall also be entitled to all holiday and leave pay generally available to other highly compensated Employees of Company. Employee shall accrue 25 days per year towards the paid leave bank.

4.4 Automobile Expenses. During the Employment Period, the Company shall provide Employee with an automobile allowance of $500 per month. This is provided in lieu of any and all other reimbursements for automobile expenses, except for automobile rental for out-of-town business related travel.

5. Termination.

5.1 Termination by Company. Employee's employment by Company, and the Employment Period, may be terminated at any time by Company: (i) with Cause (as defined in Section 5.5), or (ii) with no less than thirty (30) days advance notice to Employee, without Cause, or (iii) in the event of Employee's death, or (iv) in the event that the Board determines in good faith that Employee has a Disability (as defined in Section 5.5).

5.2 Termination by Employee. Employee's employment by Company, and the Employment Period, may be terminated by Employee with no less than fourteen (14) days advance notice to Company; provided, however, that in the case of a termination for Good Reason, Employee may provide immediate written notice if Company fails to, or cannot, reasonably cure the event that constitutes Good Reason.

5.3 Benefits Upon Termination. If Employee's employment by Company is terminated during the Employment Period for any reason by Company or by Employee (in any case, the date that Employee's employment by Company terminates is referred to as the "Severance Date"), Company shall have no further obligation to make or provide to Employee, and Employee shall have no further right to receive or obtain from Company, any payments or benefits except as follows:

(a) Company shall pay Employee (or, in the event of his death, Employee's estate) any Accrued Obligations (as defined in Section 5.5);

(b) If, during the Employment Period (but not upon the expiration of the Employment Period or at any time thereafter), Employee's employment with Company terminates as a result of an Involuntary Termination (as defined in Section 5.5), Company shall continue to pay Employee (in addition to the Accrued Obligations), subject to tax withholding and other authorized deductions and subject to the release requirement of Section 5.4, an amount equal to his Base Salary at the annual rate in effect on the Severance Date for the period commencing on the Severance Date and ending on the Termination Date (the "Severance Period"), such payments to be made in equal installments on a bi-weekly basis. In addition, Company shall pay the cost of Employee's premiums charged to continue medical coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), at the same or reasonably equivalent medical coverage for Employee (and, if applicable, Employee's eligible dependents) as in effect immediately prior to the Severance Date, provided that Company's obligation to make any payment pursuant to this sentence shall cease upon the first to occur of the date Employee becomes eligible for medical coverage with another employer or the last day of the Severance Period.

Notwithstanding the foregoing provisions of this Section 5.3, if Employee breaches his obligations under Section 7 or 8 of this Agreement at any time, from and after the date of such breach, Employee will no longer be entitled to, and Company will no longer be obligated to pay, any remaining unpaid portion of any benefits provided in Section 5.3(b).

The foregoing provisions of this Section 5.3 shall not affect: (i) Employee's receipt of benefits otherwise due terminated employees under group insurance coverage consistent with the terms of the applicable Company welfare benefit plan; (ii) Employee's rights under COBRA to continue participation in medical, dental, hospitalization and life insurance coverage; or (iii) Employee's receipt of benefits otherwise due in accordance with the terms of Company's 401(k) plan (if any). In no event shall Company's obligations to Employee exceed the sum of the Accrued Obligations, the benefits provided in Section 5.3(b) and the benefits contemplated by this paragraph, regardless of the manner of Employee's termination.

5.4 Release; Exclusive Remedy.

(a) This Section 5.4 shall apply notwithstanding anything else contained in this Agreement or any stock option, restricted stock or other equity-based award agreement to the contrary. As a condition precedent to any Company obligation to Employee pursuant to Section 5.3(b) or any obligation to accelerate vesting of any equity-based award in connection with the termination of Employee's employment, Employee shall, upon or promptly following his last day of employment with Company, provide Company with a valid, executed general release agreement in a form acceptable

to Company, and such release agreement shall have not been revoked by Employee pursuant to any revocation rights afforded by applicable law. Company shall have no obligation to make any payment to Employee pursuant to Section 5.3(b) (or otherwise accelerate the vesting of any equity-based award in the circumstances as otherwise contemplated by the applicable award agreement) unless and until the release agreement contemplated by this Section 5.4 becomes irrevocable by Employee in accordance with all applicable laws, rules and regulations.

(b) Employee agrees that the general release agreement described in Section 5.4(a) will require that Employee acknowledge, as a condition to the payment of any benefits under Section 5.3(b), that the payments contemplated by Section 5.3(b) (and any applicable acceleration of vesting of an equity-based award in accordance with the terms of such award in connection with the termination of Employee's employment) shall constitute the exclusive and sole remedy for any termination of his employment, and Employee will be required to covenant, as a condition to receiving any such payment (and any such accelerated vesting), not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment. Company and Employee acknowledge and agree that there is no duty of Employee to mitigate damages under this Agreement. All amounts paid to Employee pursuant to Section 5.3 shall be paid without regard to whether Employee has taken or takes actions to mitigate damages.

5.5 Defined Terms.

(a) As used herein, "Accrued Obligations" means:

(i) any Base Salary that had accrued but had not been paid (including accrued and unpaid vacation time) on or before the Severance Date; and

(ii) any Incentive Bonus payable pursuant to Section 3.2 earned by Employee with respect to any bonus period ending prior to the Severance Date, to the extent such bonus has not been paid as of the Severance Date; and

(iii) any reimbursement due to Employee pursuant to Section 4.2 for expenses incurred by Employee on or before the Severance Date.

(b) As used herein, "Cause" shall mean, as reasonably determined by the Board (excluding Employee, if he is then a member of the Board), (i) any act of personal dishonesty taken by Employee in connection with his responsibilities as an employee of Company which is intended to result in substantial personal enrichment of Employee and is reasonably likely to result in material harm to Company, (ii) Employee's commission of a felony, (iii) a willful act by Employee which constitutes misconduct and is materially injurious to Company, or (iv) continued willful violations by Employee of Employee's obligations to Company after there has been delivered to Employee a written demand for performance from Company which describes the basis for Company's belief that Employee has willfully violated his obligations to Company. Failure to achieve Company or individual performance objectives shall not be considered "cause" for the purposes of this section.

(c) As used herein, "Disability" shall mean a physical or mental impairment which, as reasonably determined by the Board and verified by Employee's receipt of long term disability benefits under the Company's long term disability policy, renders Employee unable to perform the essential functions of his employment with Company, even with reasonable accommodation that does not impose an undue hardship on Company, for more than 180 days in any 12-month period, unless a longer period is required by federal or state law, in which case that longer period would apply.

(d) As used herein, "Good Reason" shall mean the occurrence of any of the following without Employee's express written consent: (i) a material reduction of Employee's duties, position or responsibilities relative to Employee's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Employee from such duties, position and responsibilities; (ii) a reduction by Company of Employee's Base Salary or Incentive Bonus opportunity as in effect immediately prior to such reduction; (iii) a material reduction by Company in the kind or level of employee benefits to which Employee is entitled immediately prior to such reduction with the result that Employee's overall benefits package is materially reduced; (iv) the relocation of Employee to a facility or a location more than fifty (50) miles from Rockville, MD;(v) a change in control of the Company, (vi) termination, resignation, disability, or death of the President/CEO, Thomas Brisbin; (vii) failure to assign Employee management responsibility for a federal services acquisition pursuant to Section 1.2, Duties, of this Agreement; or (viii) failure to grant Employee an option to purchase 25,000 shares of Company's common stock pursuant to Section 3.3, Stock Option Grant, of this agreement, and failure to grant Employee two (2) additional ten (10) year options to purchase a minimum of 25,000 shares (a minimum of 50,000 total additional shares) of the Company's stock, the first no later than June 1, 2008 and the second no later than June 1, 2009, provided that Good Reason shall not exist pursuant to clauses (d)(i) through (d)(viii) above unless Employee shall have first provided written notice to Company of the circumstances giving rise to such claim of Good Reason and Company shall have failed to reasonably cure such circumstances promptly upon (and in no event more than 30 days after) its receipt of such notice; further provided that any notice of termination for Good Reason must be made not later than 180 days after the circumstances giving rise to such claim of Good Reason are first known to exist (or first reasonably should have been known to exist) by Employee. Events constituting Good Reason shall not be considered a default or breach of this Agreement by Company.

(e) As used herein, "Involuntary Termination" shall mean a termination of Employee's employment by Company without Cause or by Employee for Good Reason. For purposes of this Agreement, the term Involuntary Termination shall not include a termination of Employee's employment due to Employee's death or Disability.

5.6. Notice of Termination. Any termination of Employee's employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. The notice of termination shall indicate the specific provision(s) of this Agreement relied upon in effecting the termination.

5.7 Limitation on Benefits.

(a) Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Employee under any other Company plan or agreement (such payments or benefits are collectively referred to as the "Benefits") would be subject to the excise tax (the "Excise Tax") imposed under Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), the Benefits shall be reduced (but not below zero) if and to the extent that a reduction in the Benefits would result in Employee retaining a larger amount, on an after-tax basis (taking into account federal, state and local income taxes and the Excise Tax), than if Employee received all of the Benefits (such reduced amount is referred to hereinafter as the "Limited Benefit Amount"). Unless Employee shall have given prior written notice specifying a different order to Company to effectuate the Limited Benefit Amount, Company shall reduce or eliminate the Benefits by first reducing or eliminating those payments or benefits which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by Employee pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing Employee's rights and entitlements to any benefits or compensation.

(b) A determination as to whether the Benefits shall be reduced to the Limited Benefit Amount pursuant to this Agreement and the amount of such Limited Benefit Amount shall be made by Company's independent public accountants or another certified public accounting firm of national reputation designated by Company (the "Accounting Firm") at Company's expense. The Accounting Firm shall provide its determination (the "Determination"), together with detailed supporting calculations and documentation to Company and Employee within five (5) days of the date of termination of Employee's employment, if applicable, or such other time as requested by Company or Employee (provided Employee reasonably believes that any of the Benefits may be subject to the Excise Tax), and if the Accounting Firm determines that no Excise Tax is payable by Employee with respect to any Benefits, it shall furnish Employee with an opinion reasonably acceptable to Employee that no Excise Tax will be imposed with respect to any such Benefits. Unless Employee provides written notice to Company within ten (10) days of the delivery of the Determination to Employee that he disputes such Determination, the Determination shall be binding, final and conclusive upon Company and Employee.

6. Confidentiality, Proprietary Information; Inventions and Developments.

6.1 Company Information. Employee agrees to hold in strictest confidence, and not to use or disclose, except for the benefit of Company, to any person, firm or corporation, any Confidential Information of Company or any of its affiliates (Company and its affiliates are referred to, collectively, as the "The Company Group"). "Confidential Information" means any of The Company Group proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, products, services, customer lists and customers

(including, but not limited to, customers of The Company Group on whom Employee calls or with whom Employee becomes acquainted during the Employment Term), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering data, hardware configuration information, marketing, financial or other business information which are (a) disclosed to Employee by The Company Group either directly or indirectly in writing, orally or by drawings or observation of parts or equipment, or (b) developed by Employee on behalf of The Company Group. All inventions and developments on the part of Employee during the Employment Term shall be "works for hire" on behalf of The Company Group and shall be

the sole property of The Company Group. Confidential Information does not include any of the foregoing items which has become publicly known or made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

6.2 Former Employer Information. Employee will not, during the Employment Term improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that Employee will not bring onto the premises of Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

6.3 Third Party Information. Employee recognizes that The Company Group has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on The Company Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for the Company consistent with The Company Group's agreement with such third party.

7. Protective Covenant. Employee acknowledges and recognizes the highly competitive nature of the businesses of Company, the amount of sensitive and confidential information involved in the discharge of Employee's position with Company, and the harm to Company that would result if such knowledge or expertise was disclosed or made available to a competitor. Based on that understanding, Employee hereby expressly agrees that he will not, directly or indirectly, at any time during the Employment Period and for a period of six (6) months thereafter, (i) engage in any business for Employee's own account or otherwise derive any personal benefit from any business that competes directly with the business of The Company Group, (ii) enter the employ of, or render any services to, any person engaged in any business that competes directly with the business of any entity within The Company Group, or (iii) acquire a financial interest in any person engaged in any business that competes directly with the business of any entity within The Company Group as an individual, partner, member, shareholder, officer, director, principal, agent, trustee or consultant. For purposes of this Agreement, businesses in competition with The Company Group shall include, without limitation, businesses which any entity within The Company Group conducts operations as of Employee's Severance Date, and any businesses that any entity within The Company Group has specific and realistically achievable plans to conduct operations in the future and as to which Employee is aware of such planning, whether or not such businesses have or have not as of the Severance Date commenced operations. Notwithstanding the foregoing, Employee may, directly or indirectly, own, solely as an investment, securities of any person which are publicly traded on

a national or regional stock exchange or on an over-the-counter market if Employee (i) is not a controlling person of, or a member of a group which controls, such person, and (ii) does not, directly or indirectly, beneficially own more than five percent (5%) or more of any class of securities of such person. In addition, subject to approval by the Board, Employee shall be entitled to purchase securities of a business in competition with The Company Group if such securities are offered to investors irrespective of any employment or other participation in such business by the investor.

8. Anti-Solicitation.

8.1 Business Relationships. Employee agrees that during the Employment Period and for a period of six (6) months thereafter, Employee will not, directly or indirectly, individually or as a consultant to, or as an employee, officer, stockholder, director or other owner or participant in any business, influence or attempt to influence existing or realistically prospective customers, vendors, suppliers, joint venturers, associates, consultants, agents, or partners of The Company Group, either directly or indirectly, to divert their business away from The Company Group, to any individual, partnership, firm, corporation or other entity then in competition with the business of any entity within The Company Group, and Employee will not otherwise materially interfere with any business relationship of any entity within The Company Group.

8.2 Employees. Employee agrees that during the Employment Period and for a period of one (1) year thereafter, Employee will not, directly or indirectly, individually or as a consultant to, or as an employee, officer, stockholder, director or other owner of or participant in any business, solicit (or assist in soliciting) any person who is then, or at any time within six (6) months prior thereto was, an employee of an entity within The Company Group who earned annually $25,000 or more as an employee of such entity during the last six (6) months of his or her own employment to work for (as an employee, consultant or otherwise) any business, individual, partnership, firm, corporation, or other entity whether or not engaged in competitive business with any entity in The Company Group.

9. Acknowledgements; Remedies. Employee represents that he (i) is familiar with the foregoing covenants not to compete and not to solicit set forth in Sections 7 and 8, (ii) is fully aware of his obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage of the foregoing covenants not to compete and not to solicit, and (iv) agrees that such covenants are necessary to protect Company's confidential and proprietary information, good will, stable workforce, and customer relations. Employee agrees that a breach of any of the foregoing covenants in Sections 7 and 8 would cause immediate and irreparable harm to Company that would be difficult or impossible to measure, and that damages to Company for any such injury would therefore be an inadequate remedy for any such breach. Accordingly, Employee agrees that if Employee breaches any term of any of the covenants set forth in such sections, Company shall be entitled, in addition to and without limitation upon all other remedies Company may have under this Agreement, at law or otherwise, to obtain injunctive or other appropriate equitable relief to restrain any such breach upon a showing by Company of the legal requirements to obtain such relief.

10. Required Approvals. If required by law, this Agreement shall be subject to prior approval of Company's Compensation Committee and Board of Directors.

11. Withholding Taxes. Notwithstanding anything herein to the contrary, Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

12. Assignment. This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that in the event of a merger, consolidation, or transfer or sale of all or substantially all

of the assets of Company with or to any other individual(s) or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of Company hereunder.

13. Section Headings; Number and Gender. The section headings of, and titles of paragraphs and subparagraphs contained in this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof. As used herein, where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders.

14. Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement, as well as the legal relations hereby created between the parties hereto, shall be governed by and construed under, and interpreted and enforced in accordance with, the laws of the State of California, notwithstanding any California or other conflict of law provision to the contrary. Jurisdiction and venue of any action pertaining to the Agreement shall be in Orange County, California.

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

16. Entire Agreement. This Agreement, together with the Option Agreement, embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior and contemporaneous agreements of the parties hereto that directly or indirectly bears upon the subject matter hereof. Any prior negotiations, correspondence, agreements, proposals or understandings relating to the subject matter hereof shall be deemed to have been merged into this Agreement, and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth herein.

17. Modifications. This Agreement may not be amended, modified or changed, in whole or in part, except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

18. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

19. Notices.

(a) All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and made if (i) delivered by hand, (ii) otherwise delivered against receipt therefor, or (iii) sent by registered or certified mail, postage prepaid, return receipt requested. Any notice shall be duly addressed to the parties as follows:

(i) if to Company:

Willdan Group, Inc.
2401 E. Katella Avenue, Ste. 300
Anaheim, CA 92806
Attn: Board of Directors

with a copy to:

Robert L. Lavoie, Esq.
LAVOIE, McCAIN & JARMAN
2401 E. Katella Ave., Ste 310
Anaheim, CA 92806

(ii) if to Employee, to the address most recently on file in the payroll records of Company.

(b) Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 21 for the giving of notice. Any communication shall be effective when delivered by hand, when otherwise delivered against receipt therefor, or five (5) business days after being mailed in accordance with the foregoing.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

21. Legal Counsel; Mutual Drafting. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. Employee agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

22. Code Section 409A.

(a) It is intended that any amounts payable under this Agreement and Company's and Employee's exercise of authority or discretion hereunder shall comply with Section 409A of the Code (including the Treasury regulations and other published guidance relating thereto) ("Code Section 409A") so as not to subject Employee to payment of any interest or additional tax imposed under Code Section 409A. To the extent that any amount payable under this Agreement would trigger the additional tax imposed by Code Section 409A, the Agreement shall be modified to avoid such additional tax yet preserve (to the nearest extent reasonably possible) the intended benefit payable to Employee.

(b) Notwithstanding any provision of this Agreement to the contrary, if Employee is a "specified employee" as defined in Code Section 409A, Employee shall not be entitled to any payments upon a termination of his employment until the earlier of (i) the date which is six (6) months after his termination of employment for any reason other than death, or (ii) the date of Employee's death. Furthermore, with regard to any benefit to be provided upon a termination of employment, to the extent required by Code Section 409A, Employee shall pay the premium for such benefit during the aforesaid period and be reimbursed by the Corporation therefor promptly after the end of such period. Any amounts otherwise payable to Employee following a termination of his employment that are not so paid by reason of this Section 24(b) shall be paid as soon as practicable after the date that is six (6) months after the termination of Employee's employment (or, if earlier, the date of Employee's death). The provisions of this Section 24(b) shall only apply if, and to the extent, required to comply with Code Section 409A.

IN WITNESS WHEREOF, Company and Employee have executed this Agreement as of the Effective Date.

"COMPANY"	**"EMPLOYEE"**
Willdan Group, Inc., a Delaware corporation	
By: /s/ Thomas D. Brisbin	/s/ Marc Tipermas
Thomas D. Brisbin President	Marc Tipermas