
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of Earliest Event Reported): June 8, 2006

FIDELITY NATIONAL TITLE GROUP, INC.

(Exact name of Registrant as Specified in its Charter)

Delaware

(State or other Jurisdiction of
Incorporation or Organization)

001-32630

(Commission File
Number)

86-0498599

(IRS Employer
Identification No.)

601 Riverside Avenue
Jacksonville, Florida

(Address of principal executive offices)

32204

(Zip code)

Registrant's telephone number, including area code: (904) 854-8100

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 Entry into a Material Definitive Agreement

Attached as Exhibit 10.54 is an amendment to the employment agreement previously entered into by and between Fidelity National Financial, Inc. (“FNF”) and Raymond R. Quirk, the Chief Executive Officer of Fidelity National Title Group, Inc. (“FNT”). Under the amendment, FNT agreed to assume all of FNF’s obligations under Mr. Quirk’s employment agreement, as modified by the amendment, and to extend the term of Mr. Quirk’s employment until December 31, 2006. The terms of the current employment agreement between FNF and Mr. Quirk are described in FNF’s Definitive Proxy Statement on Schedule 14A, filed on April 27, 2005 and such description is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.54	Amendment to employment agreement.

SIGNATURES

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

FIDELITY NATIONAL TITLE GROUP, INC.

By: /s/ Anthony J. Park
Anthony J. Park
Executive Vice President and Chief Financial Officer

Dated: June 14, 2006

EXHIBIT INDEX

Exhibit Number	Description
10.54	Amendment to employment agreement.

AMENDMENT
TO
EMPLOYMENT AGREEMENT

THIS AMENDMENT (the "Amendment") to the Employment Agreement by and between Randy R. Quirk (the "Employee") and Fidelity National Financial, Inc. ("FNF"), effective as of March 20, 2003 (the "Agreement"), is made effective as of June 8, 2006.

WITNESSETH THAT

WHEREAS, FNF and the Employee are parties to the Agreement effective March 20, 2003 with a three year term expiring March 20, 2006 (the "Term"); and

WHEREAS, FNF desires to assign its rights and obligations pursuant to this Agreement to Fidelity National Title Group, Inc. ("FNT"); and

WHEREAS, FNT desires to accept such assignment; and

WHEREAS, the Employee agrees to such assignment; and

WHEREAS, Section 2 of the Agreement provides that the Term may be extended at any time upon mutual agreement of the parties; and

WHEREAS, the parties desire to extend such Term through December 31, 2006.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, FNF, FNT and the Employee hereby agree as follows:

1. FNF assigns all of its rights and obligations pursuant to this Agreement to FNT, FNT accepts such assignment and the Employee agrees to such assignment.

2. All references to the "Company" shall be deemed to refer to "Fidelity National Title Group, Inc."

3. Section 1 of the Agreement shall be amended to read as follows:

"1. Employment and Duties. Subject to the terms and conditions of this Agreement, the Company employs the Employee to serve in an executive capacity as Chief Executive Officer. Employee accepts such employment and agrees to undertake and discharge the duties, functions and responsibilities commensurate with the aforesaid position. Employee also agrees to perform such responsibilities and duties for the Company's affiliates as may be prescribed from time to time by the Board of Directors of the Company (the "Board")."

4. Section 2 of the Agreement shall be amended to read as follows:

“2. Term. The term of this Agreement shall commence on the Effective Date and end [December 31, 2006], subject to prior termination as set forth in Section 7, below (the “Term”). The Term may be extended at any time upon mutual agreement of the parties.”

5. A new sentence shall be added to the end of paragraph (a) of Section 8 which shall read as follows:

“For purposes of this Agreement, no event or transaction which is entered into, is contemplated by, or occurs as a result of the Securities Exchange and Distribution Agreement to be entered into by and between Fidelity National Financial, Inc. and Fidelity National Title Group, Inc. or any related transactions thereto shall constitute a change in control of the Company.”

6. Section 18 of the Agreement shall be amended to read as follows:

“18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Plan to the substantive law of another jurisdiction. Any litigation pertaining to this Agreement shall be adjudicated in courts located in Duval County, Florida.”

7. Section 20 of the Agreement shall be amended to read as follows:

“20. Notices. Any notice, request, or instruction to be given hereunder shall be in writing and shall be deemed given when personally delivered or three (3) days after being sent by United States Certified Mail, postage prepaid, with Return Receipt Requested, to the parties at their respective addresses set forth below:

To the Company:

Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: General Counsel

To the Employee:

Raymond R. Quirk
c/o Fidelity National Title Group, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

All provisions of the Agreement not specifically mentioned in this Amendment shall be considered modified to the extent necessary to be consistent with the changes made by this Amendment.

This Amendment may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Employee has hereunto set his hand and FNF and FNT have caused this Amendment to be executed.

FIDELITY NATIONAL FINANCIAL, INC.

RANDY R. QUIRK

/s/ Alan L. Stinson

/s/ Raymond R. Quirk

By: Alan L. Stinson
Title: Executive Vice President and Chief Operating Officer

FIDELITY NATIONAL TITLE GROUP, INC.

/s/ Anthony J. Park

By: Anthony J. Park
Title: Executive Vice President and Chief Financial Officer