



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

DIVISION OF
INVESTMENT MANAGEMENT

October 22, 2008

W. John McGuire, Esq.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004

Re: RidgeWorth Funds (File No. 811-06557)

Dear Mr. McGuire:

Your letter of September 19, 2008 requests our assurance that we would not recommend that the Securities and Exchange Commission take any enforcement action under section 17(a)¹ of the Investment Company Act of 1940 (the "Act") if RidgeWorth Funds (the "Trust") and SunTrust Banks, Inc. ("SunTrust"), the parent of the Trust's investment adviser, RidgeWorth Capital Management, Inc. (the "Adviser"), enter into the proposed transactions summarized below and more fully described in the letter.

Background

The Trust is an open-end management investment company that is registered with the Commission under the Act. The RidgeWorth Prime Quality Money Market Fund (the "Fund") is a portfolio of the Trust. The Fund is a money market fund that seeks to maintain a stable net asset value per share of \$1.00 and uses the amortized cost method of valuation in valuing its portfolio securities as permitted by rule 2a-7 under the Act. You state that the Fund has approximately 0.76% of its assets invested in \$70 million principal amount of Lehman Brothers Holdings, Inc. ("Lehman") medium-term notes (the "Lehman Note").

¹ Section 17(a) and the rules thereunder provide generally that it shall be unlawful for any affiliated person of a registered investment company, or an affiliated person of such person, acting as principal, to knowingly sell any security or other property to the registered investment company.

Service Inc. Therefore, the SunTrust Note would be a First Tier Security as defined in Rule 2a-7 and would thus be an Eligible Security. In the event the SunTrust short-term ratings are later downgraded so that the SunTrust Note would no longer be a First Tier Security, the SunTrust Note would immediately become due and payable.

The Board, including a majority of the Trustees who are not interested persons of the Trust as defined under the 1940 Act, determined, in the exercise of their business judgment, that the SunTrust Note would present minimal credit risk to the Fund. Given that there is a limited market for the Note, the Board, including a majority of the Trustees who are not interested persons of the Trust as defined under the 1940 Act, also determined that disposal of the Note in the market would not be in the best interests of the Fund and selling the Note to SunTrust in exchange for the SunTrust Note would be in the best interests of the Fund and its shareholders.

Need for Relief

The Adviser is an “affiliated person” of the Fund under Section 2(a)(3)(E) of the 1940 Act. SunTrust is an “affiliated person of an affiliated person” of the Fund under Section 2(a)(3) of the 1940 Act, because it is the parent company of the Adviser to the Fund. The issuance of the SunTrust Note to the Fund in exchange for the Fund’s securities under the proposed arrangement could be deemed to fall within Section 17(a)(1) of the 1940 Act, which makes it unlawful for any affiliated person of a registered investment company (or any affiliated person of such person) acting as principal to knowingly sell any property to the investment company. Similarly, the acquisition of the Note by SunTrust, in exchange for the SunTrust Note, would fall within Section 17(a)(2) of the 1940 Act, which makes it unlawful for any affiliated person of a registered investment company (or any affiliated person of such person) acting as principal to knowingly purchase any property from the investment company.

As stated above, because the purchase would not be paid in cash, the Fund would not be able to rely entirely on Rule 17a-9 under the 1940 Act, which permits an affiliate to purchase a security held by a money market fund that is no longer an Eligible Security provided the purchase price is paid in cash. In all other respects the proposed transaction would comply with Rule 17a-9. In particular, as required by Rule 17a-9, the purchase price for the Note would be equal to the greater of the Note’s amortized cost or market price (in each case, including accrued interest).

Compliance with Rule 2a-7

Finally, because the SunTrust Note would not represent more than 5% of the Fund’s total assets, would be a First Tier Eligible Security, and would have a maturity of less than 397 days, the proposed arrangement would not require any relief from the requirements, conditions and limitations found in Rule 2a-7 under the 1940 Act. In fact, the Fund would at all times be in full compliance with the requirements of Rule 2a-7.

