

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): January 9, 2020

FTI CONSULTING, INC.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or other jurisdiction
of Incorporation)

001-14875
(Commission
File Number)

52-1261113
(IRS Employer
Identification No.)

555 12th Street NW, Washington, D.C. 20004
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (202) 312-9100

(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)) Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	FCN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 5.02(e) Compensatory Arrangements of Certain Officers.

On January 9, 2020, FTI Consulting, Inc. (“FTI Consulting”) and Steven H. Gunby, President and Chief Executive Officer (“CEO”), entered into Amendment No. 5 (the “Amendment”) to his Employment Agreement made and entered into as of December 13, 2013, as further amended from time to time (the “Employment Agreement”). The Amendment extends the term of the Employment Agreement, which currently terminates on the close of business on April 1, 2020, for an additional five years commencing on April 1, 2020 and terminating on the close of business on April 1, 2025 (the “Additional Term”). The Additional Term and each “Renewal Term” (as hereafter defined) will automatically be extended for an additional one-year period (each a “Renewal Term”), unless, the (i) Employment Agreement has been earlier terminated pursuant to its terms, or (ii) CEO has given one hundred twenty (120) days’ prior written notice to FTI Consulting, or FTI Consulting has given ninety (90) days’ prior written notice to the CEO, of his or its intention not to extend the Employment Agreement for the applicable Renewal Term.

ITEM 9.01. Financial Statements and Exhibits

(d) *Exhibits*

- 10.1 [Amendment No. 5 dated as of January 9, 2020 to Employment Agreement made and entered into as of December 13, 2013, by and between FTI Consulting, Inc. and Steven H. Gunby.](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, FTI Consulting, Inc. has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FTI CONSULTING, INC.

Dated: January 13, 2020

By: /s/ CURTIS P. LU

Curtis P. Lu
General Counsel

AMENDMENT NO. 5. TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 5 TO EMPLOYMENT AGREEMENT made and entered into as of January 8, 2020 (the "Amendment") to that EMPLOYMENT AGREEMENT made and entered into as of December 13, 2013, as further amended from time to time (the "Agreement"), by and between FTI Consulting, Inc., a Maryland corporation with its principal Maryland office in Bowie, Maryland (the "Company"), and Steven Gunby (the "Executive," and together with the Company, the "Parties").

WITNESSETH:

WHEREAS, the Parties desire to amend certain terms of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and in the Agreement, the Parties mutually agree as follows:

1. Extension of Employment Term. Section 2 of the Agreement is hereby re-written as follows:

Employment Term. The Executive's full-time employment under this Agreement will begin as of January 20, 2014 (the "Start Date") and, unless otherwise terminated as provided in SECTION 10, will continue for an initial term ending at the close of business on April 1, 2017 (the "Initial Term"). The Initial Term shall be extended, unless, otherwise terminated as provided in SECTION 10, effective April 1, 2017 for a three-year term ending on the close of business on April 1, 2020 (the "Additional Term"). The Additional Term shall be extended, unless, otherwise terminated as provided in SECTION 10, effective April 1, 2020 for a five-year term ending on the close of business on April 1, 2025 (the Second "Additional Term"). Effective at the close of business on April 1, 2025, and each annual anniversary thereof, if not otherwise terminated as provided in SECTION 10, the Additional Term and each "Renewal Term" (as hereafter defined) will automatically be extended for an additional one-year period (each a "Renewal Term"), unless the Executive has given one hundred twenty (120) days' prior written notice to the Company, or the Company has given ninety (90) days' prior written notice to the Executive, of his or its intention not to extend the Agreement for the applicable Renewal Term (a "Notice of Non-Renewal"). The Initial Term, together with the Additional Term, the Second Additional Term, and each Renewal Term that becomes effective hereunder, are collectively referred to in the Agreement as the "Employment Term,"

2. Affirmation. This Amendment is to be read and construed with the Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Agreement shall remain in full force and effect.

3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Agreement.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Amendment on the date first above written.

FTI CONSULTING, INC.

Date: 1/9/2020

By: /s/ CURTIS LU

Name: Curtis Lu

Title: General Counsel

EXECUTIVE

Date: 1/9/2020

By: /s/ STEVEN H. GUNBY

Steven H. Gunby