
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): July 9, 2007

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.)

500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (410) 951-4800

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

Jose A. Celaya Joins FTI Consulting, Inc. as Executive Vice President and Co-Chief Financial Officer

On July 9, 2007, FTI Consulting, Inc. ("FTI") issued a press release announcing that effective July 9, 2007 (the "Effective Date") Jorge A. Celaya, age 41, has joined the Company as Executive Vice President and Co-Chief Financial Officer, located primarily in Annapolis and Baltimore, Maryland. Mr. Celaya will be responsible for overseeing all of FTI's financial and administrative operations together with Theodore I. Pincus who will continue as an Executive Vice President and Co-Chief Financial Officer of the company until his anticipated retirement as a full-time employee in the third quarter of 2007. There were no understandings or arrangements with any person regarding Mr. Celaya's appointment as an executive officer (other than the Offer Letter (as defined below)), and there are no family relationships between him and any other officer or director of the Company. Mr. Celaya, his family members and affiliates have had no direct or indirect interest in any transaction to which the Company or any affiliate is or was a party. A copy of the press release has been filed as Exhibit 99.1 to this Current Report on Form 8-K and hereby is incorporated by reference herein (the "Press Release").

FTI extended an offer of employment to Mr. Celaya (the "Offer Letter"), which Mr. Celaya accepted, that provides as of the Effective Date for a base annual salary of \$550,000 and a 2007 discretionary bonus opportunity of \$750,000. Mr. Celaya will also be eligible to receive other benefits and participate in benefit plans in which executives of FTI are entitled to participate and receive other pecuniary benefits that executives are entitled to receive. The Compensation Committee of the Board of Directors of FTI pursuant to the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, as amended, authorized equity awards effective upon commencement of his employment with FTI on July 9, 2007 (the "Date of Grant") of (i) 10,000 shares of restricted common stock of FTI vesting in three equal installments beginning on the first anniversary of the Date of Grant and (ii) a stock option exercisable for 75,000 shares of common stock of FTI at an exercise price equal to the closing price of one share of FTI's common stock as reported on the New York Stock Exchange for the Date of Grant, which will vest in five equal installments beginning on the first anniversary of the Date of Grant. The vesting of the restricted stock and stock option will accelerate upon certain events including death and permanent disability. Mr. Celaya's employment with FTI is at-will, however, if his employment terminates either by FTI without "Cause" or by Mr. Celaya for "Good Reason," in either case (a) within three years from the Effective Date, or (b) after three years from the Effective Date during the one year period following a "Change in Control," he will be entitled to receive a lump sum cash payment of (i) his then current base salary plus (ii) the higher of his target bonus for that year or the actual bonus earned by him before termination. For this purpose, "Cause," "Good Reason," and "Change in Control" or terms of similar import have substantially the same meanings as set forth in FTI's employment agreements with its senior officers, except that a "Good Reason" termination event will include a move of FTI's executive office to a location outside the Baltimore-Washington, D.C., metro area. A copy of the Offer Letter is filed herewith as Exhibit 99.2 and hereby is incorporated by reference herein.

Anticipated Retirement of Theodore I. Pincus as a Full-Time Employee of the Company Effective in the Third Quarter of 2007

FTI also announced in its Press Release that Theodore I. Pincus will continue as an Executive Vice President, Co-Chief Financial Officer and Principal Financial Officer of the Company until his retirement as a full-time employee of the Company, which is anticipated in the third quarter of 2007. Following his retirement as a full-time employee, Mr. Pincus, pursuant to Amendment No. 1 dated as of March 21, 2006 (the "Amendment"), to his Employment Agreement dated as of November 5, 2002 (the "Employment Agreement"), will continue to be employed as a part-time employee of FTI during the three year transition period provided under the Employment Agreement. Mr. Pincus will be required, as necessary, to devote the first six months to training and transitioning Mr. Celaya as the Chief Financial Officer for FTI. During each 12-month transition period, FTI will pay Mr. Pincus an annual transition payment of \$325,000 and \$650.00 per hour for each hour worked in excess of the 500 hours called for during such transition period. In addition, Mr. Pincus will have a special bonus opportunity of up to \$325,000 that could be earned following completion of the first six months of his transition period in the discretion of the Compensation Committee of the Board of Directors. The Amendment has been filed as an exhibit to FTI's Current Report on Form 8-K dated March 21, 2006 filed with the Securities and Exchange Commission (the "SEC") on March 31, 2006 and the Employment Agreement has been filed as an exhibit to FTI's Annual Report on Form 10-K for the year ended December 31, 2002 filed with the SEC on March 27, 2003 and hereby are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release dated July 9, 2007, of FTI Consulting, Inc.
99.2	Offer Letter dated June 14, 2007 to Jorge A. Celaya

SIGNATURES

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

FTI CONSULTING, INC.

Dated: July 10, 2007

By: /s/ THEODORE I. PINCUS
Theodore I. Pincus
Executive Vice President and
Co-Chief Financial Officer

EXHIBIT INDEX

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FTI Consulting, Inc.

500 East Pratt Street
Suite 1400
Baltimore, Maryland 21202
(410) 951-4800

FOR FURTHER INFORMATION:**AT FTI CONSULTING:**

Jack Dunn, CEO
(410) 951-4800

AT FD:

Investors: Gordon McCoun
Media: Evan Goetz, Melissa Merrill
(212) 850-5600

FOR IMMEDIATE RELEASE**FTI CONSULTING ELECTS JORGE CELAYA EXECUTIVE VICE PRESIDENT
AND CHIEF FINANCIAL OFFICER****Will Join Theodore Pincus as co-CFO Until His Retirement in Q3**

BALTIMORE, MD – July 9, 2007 – FTI Consulting, Inc. (NYSE: FCN), the global business advisory firm dedicated to helping organizations protect and enhance their enterprise value, today announced that Jorge A. Celaya has been elected executive vice president and chief financial officer of the company and will act as co-CFO until the retirement of Theodore Pincus in the third quarter of 2007. Upon the retirement of Mr. Pincus, who will remain principal financial officer until that time, Mr. Celaya will be solely responsible for overseeing all of the company's financial and accounting operations. Mr. Pincus will remain available to assist FTI with special projects.

Commenting on Mr. Celaya's appointment, Jack Dunn, FTI's president and chief executive officer, said, "I am excited to welcome Jorge to our senior management team. He has impressive financial experience in the global arena, including extensive hands-on experience in senior financial positions around the world. I am confident FTI will benefit greatly from his expertise as we continue our efforts to embrace global expansion, seize on the abundance of growth opportunities before us and capitalize on the great platform we have built to achieve our enterprise goals."

Mr. Celaya commented, "I am pleased to be joining this dynamic, industry-leading company. I look forward to supporting FTI's commitment to providing world class problem solving, consulting, technology and communications services to major corporations, financial institutions and law firms throughout the world."

Prior to joining FTI, Mr. Celaya, 41, served as executive vice president and chief financial officer of Sitel Corporation, a \$1.2 billion, NYSE-listed company and global provider of BPO services, from 2003 to 2007 when it was merged in a take-private transaction. Prior to that, beginning May 2002, he was chief financial officer of NPTest,

Inc., a semiconductor capital equipment company and Schlumberger spin-off. Since 1990, Mr. Celaya was employed by Schlumberger Limited in various operating and corporate financial management positions, including service in both Europe and Latin America. Mr. Celaya holds a bachelor of arts degree in economics and a master of business administration in finance from the University of Texas at Austin.

Mr. Dunn concluded, "Since joining FTI in 1999, Ted Pincus has been a key member of the executive management team. On behalf of all of us at FTI, I'd like to thank him for his dedication, commitment, and significant contributions to our growth and success to date. We wish him well in his retirement, and look forward to continuing to benefit from his experience and expertise on projects as they arise in the future."

About FTI Consulting

FTI Consulting is a global business advisory firm dedicated to helping organizations protect and enhance enterprise value in an increasingly complex legal, regulatory and economic environment. With more than 2000 professionals located in most major business centers in the world, we work closely with clients every day to anticipate, illuminate, and overcome complex business challenges in areas such as investigations, litigation, mergers and acquisitions, regulatory issues, reputation management and restructuring. More information can be found at www.fticonsulting.com.

Safe Harbor Statement

This press release includes "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934 that involve uncertainties and risks including statements related our future financial results. There can be no assurance that actual results will not differ from the company's expectations. The Company has experienced fluctuating revenues, operating income and cash flow in some prior periods and expects this will occur from time to time in the future. As a result of these possible fluctuations, the Company's actual results may differ from our projections. Further, preliminary results are subject to normal year-end adjustments. Other factors that could cause such differences include the pace and timing of the consummation and integration of past and future acquisitions, the company's ability to realize cost savings and efficiencies, competitive and general economic conditions, retention of staff and clients and other risks described under the heading "Item 1A. Risk Factors" in the Company's most recent Form 10-K and in the Company's other filings with the Securities and Exchange Commission. We are under no duty to update any of the forward-looking statements to conform such statements to actual results or events and do not intend to do so.

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Jack Dunn
President and Chief Executive Officer
June 14, 2007

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500 East Pratt Street
Suite 1400
Baltimore, MD 21202
410.951.4883 telephone
410.951.4871 fax
jack.dunn@fticonsulting.com
www.fticonsulting.com

Mr. Jorge A. Celaya
1007 Bellemore Road
Baltimore, Maryland 21210

Dear Jorge:

I am delighted to extend to you the following offer for employment at FTI Consulting, Inc. This letter rescinds and supersedes the offer letter sent to you, dated June 13, 2007. The terms of your employment will be as follows:

Position – Executive Vice President, Chief Financial Officer.

Effective Date – Your employment will commence on or before July 9, 2007.

Base Salary – \$550,000 per year.

Bonus Opportunity – Participation in the bonus program for senior executive officers with a discretionary target bonus opportunity of \$550,000 and a maximum discretionary bonus opportunity of \$750,000 upon achievement of corporate and individual goals.

Stock Options – Initial grant of stock options on 75,000 shares of common stock at market price on date of grant, vesting pro rata over five years. Thereafter, you will be eligible for regular annual stock options based on merit. Other terms and conditions of the stock options will be similar to those granted to the company's senior executive officers. Unless varied by mutual agreement, these terms include immediate vesting and 12 months of exercisability upon Death or Total and Permanent Disability as defined in FTI's benefit plans and immediate vesting and 90 days of exercisability upon termination without Cause or your resignation for Good Reason.

Restricted Stock – Initial grant of 10,000 shares vesting pro rata over three years. Other terms and conditions of the restricted stock awards will be similar to those granted to the company's senior executive officers. Unless varied by mutual agreement, these terms include immediate vesting, upon Death or Total and Permanent Disability as defined in FTI's benefit plans and immediate vesting upon termination without Cause or your resignation for Good Reason.

Benefits – Full company benefits, including company car. Upon your termination due to Death, Total and Permanent Disability, without Cause or within one year of a Change of Control or your resignation for Good Reason, FTI will see that the medical benefits provided at the time of termination by FTI for you and/or your spouse and dependent

children shall continue to be provided at no expense or reimbursed to you or them for 18 months.

Severance Protection – In the event that you are terminated without Cause or terminate your employment for Good Reason (i) within three years from the Effective Date of your employment, or (ii) after three years from the Effective Date of your employment during the one year period following a Change of Control, you will be entitled to a cash payment of (i) your then current salary plus (ii) the higher of your target bonus for that year or the actual bonus you earned before termination (the “Severance Payment”). For this purpose, Cause, Good Reason and Change in Control are defined as provided in the Company’s employment agreements with its senior officers, except to the extent Good Reason is modified by the “Location” provision set forth below.

Vacation – You will be entitled to four weeks of vacation annually. Vacation not taken will be forfeited with no reimbursement therefore.

Location – Annapolis/Baltimore, if the executive offices of the Company are located in Baltimore. In the event the executive offices of the Company are moved to any location outside the Baltimore-Washington, D.C. metro area, you will be entitled to terminate your employment for Good Reason.

Employment at Will – You will be an employee-at-will.

Background Check – This offer is contingent upon the successful completion of satisfactory background and employment reference checks and customary approval by FTFs Board of Directors or Compensation Committee.

We are very enthusiastic about the potential of you joining FTI in a role which we feel will be extremely important to our long term growth. In the position of Executive Vice President, Chief Financial Officer, you will report directly to me, have a seat on the Executive Committee, and be the executive responsible for the financial affairs and operations of FTI. I look forward to discussing this opportunity in detail with you and hope that we can develop a meeting of the minds so that you can quickly join the FTI team.

Yours truly,

/s/ Jack Dunn

Accepted and Agreed:

/s/ Jorge A. Celaya

6/18/07
Date

