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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 8-K**

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**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 2, 2010

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**FTI CONSULTING, INC.**

(Exact Name of Registrant as Specified in Charter)

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**Maryland**  
(State or other jurisdiction  
of incorporation)

**001-14875**  
(Commission  
File Number)

**52-1261113**  
(IRS Employer  
Identification No.)

**777 South Flagler Drive, Suite 1500, West Palm Beach, Florida 33401**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (561) 515-1900**

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

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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 240.14d-2(b))
  - 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 Officers**

**(e) Compensatory Arrangements of Certain Officers.**

On June 2, 2010, the Compensation Committee (the "Committee") of the Board of Directors of FTI Consulting, Inc. ("FTI") authorized amendments (the "Amendments") to FTI's Employment Agreement dated as of September 20, 2004, as amended, with Dennis J. Shaughnessy, Chairman of the Board, Employment Agreement dated as of November 5, 2002, as amended, with Jack B. Dunn, IV, Chief Executive Officer and President, and Employment Agreement dated as of November 1, 2005, as amended, with Dominic DiNapoli, Executive Vice President and Chief Operating Officer, to provide for the payment of such officer's "Transition Payments" (as defined in such officer's employment agreement), as follows:

- upon certain termination events occurring on or after a "Change of Control" (as defined in such officer's employment agreement), a lump sum cash payment equal to the aggregate amount of all "Transition Payments" that would be payable to such officer pursuant to his employment agreement if the "Change of Control" occurs prior to the start of the "Transition Period" (as defined in such officer's employment agreement) or if the "Change of Control" occurs during the "Transition Period," an aggregate amount equal to the amount that would be payable from the "Change of Control" date through the end of the "Transition Period;" and
- upon termination due to death or "Disability" (as defined in such officer's employment agreement), a lump sum cash payment equal to the aggregate amount of all "Transition Payments" that would be payable to such officer pursuant to his employment agreement if such termination event occurs prior to the start of the "Transition Period," or if such termination event occurs during the "Transition Period," an aggregate amount equal to the amount that would be payable from the date of such event through the end of the "Transition Period."

In addition, the Amendments modify certain terms that currently provide for the payment of a target incentive bonus amount or an alternative higher bonus amount on certain termination events occurring on or after a "Change of Control," death or "Disability," to provide greater clarity regarding the amount payable by FTI, as follows:

- upon certain termination events occurring on or after a "Change of Control," a lump sum cash payment of (a) \$1,000,000 in the case of Mr. Shaughnessy and Mr. Dunn and (b) \$500,000 in the case of Mr. DiNapoli;
- upon certain termination events on or after a "Change of Control," that trigger severance payment rights, a lump sum cash payment of three times (3x) (a) \$2,000,000 in the case of Mr. Shaughnessy and Mr. Dunn and (b) \$1,000,000 in the case of Mr. DiNapoli; and

- upon termination during the employment term due to death or “Disability,” a lump sum cash payment of (a) \$1,000,000 in the case of Mr. Shaughnessy and Mr. Dunn and (b) \$500,000 in the case of Mr. DiNapoli.

Copies of the Amendments to FTI’s employment agreements with Messrs. Dunn, Shaughnessy and DiNapoli are attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2 and 10.3, respectively, and are hereby incorporated herein by reference.

On June 2, 2010, the Committee also approved new compensation arrangements with David Bannister, who was appointed FTI’s Chief Financial Officer, and amended compensation arrangements with Roger Carlile, who was appointed FTI’s Chief Administrative Officer, effective March 24, 2010. In the event of termination by FTI without “Cause” or termination by such officer with “Good Reason,” such officer will be entitled to a lump sum cash payment equal to the sum of (a) his then current base salary plus (b) (i) \$1.1 million in the case of Mr. Bannister (the “CFO Severance Payment”) or (ii) \$450,000 in the case of Mr. Carlile (the “CAO Severance Payment”). In the event of termination by FTI without “Cause” or by such officer with “Good Reason” coincident with or during the 12-month period after a “Change of Control,” Mr. Bannister and Mr. Carlile will each be entitled to receive a lump sum cash payment equal to two times (2x) the sum of (x) such officer’s then current base salary plus (y) (i) the CFO Severance Payment in the case of Mr. Bannister or (ii) the CAO Severance Payment in the case of Mr. Carlile.

In addition, the Committee authorized the amendment of Mr. Carlile’s employment letter dated December 31, 2008 to provide that in the event of a “Change of Control,” (a) occurring prior to January 2, 2013, Mr. Carlile’s obligation to repay the special bonus he received for the year ended December 31, 2008 will continue in full force and effect until January 2, 2013 at which time it will cease and (b) occurring on or after January 2, 2013, Mr. Carlile’s obligation to repay the special bonus will terminate coincident with such “Change of Control.”

In both the case of Mr. Bannister and Mr. Carlile the terms “Cause,” “Good Reason” and “Change of Control” have the same meanings as ascribed to those terms in Mr. Dunn’s employment agreement.

Copies of the amendments to Mr. Bannister’s offer letter, and Mr. Carlile’s employment letter, are attached to this Current Report on Form 8-K as Exhibits 10.4 and 10.5, respectively, and are hereby incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 4 dated as of June 2, 2010 to Employment Agreement dated as of November 5, 2002, as amended, by and between FTI Consulting, Inc. and Jack B. Dunn, IV
10.2	Amendment No. 4 dated as of June 2, 2010 to Employment Agreement dated as of September 20, 2004, as amended, by and between FTI Consulting, Inc. and Dennis J. Shaughnessy

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- 10.3 Amendment No. 2 dated as of June 2, 2010 to Employment Agreement dated as of November 1, 2005, as amended, by and between FTI Consulting, Inc. and Dominic DiNapoli
  - 10.4 Amendment dated June 2, 2010 to Offer Letter dated May 17, 2005 to David G. Bannister
  - 10.5 Amendment dated June 2, 2010 to Employment Letter dated December 31, 2008 to Roger D. Carlile

**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: June 8, 2010

By: /s/ ERIC B. MILLER

Eric B. Miller

Executive Vice President, General Counsel and Chief Ethics Officer

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
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10.3	Amendment No. 2 dated as of June 2, 2010 to Employment Agreement dated as of November 1, 2005, as amended, by and between FTI Consulting, Inc. and Dominic DiNapoli
10.4	Amendment dated June 2, 2010 to Offer Letter dated May 17, 2005 to David G. Bannister
10.5	Amendment dated June 2, 2010 to Employment Letter dated December 31, 2008 to Roger D. Carlile

**AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of June 2, 2010, by and between FTI Consulting, Inc., a Maryland corporation ("**Company**"), and Jack B. Dunn, IV ("**Executive**").

**WITNESSETH:**

WHEREAS, Company and Executive entered into an Employment Agreement dated November 5, 2002, which was amended by Amendment No. 1 thereto dated September 24, 2004, Amendment No. 2 thereto dated August 11, 2008 and Amendment No. 3 thereto dated December 31, 2008 (collectively, the Employment Agreement and Amendments No. 1, No. 2 and No. 3 thereto, are referred to herein as the "**Agreement**"); and

WHEREAS, Company and Executive desire to further amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, Company and Executive hereby agree as follows:

1. Section 3(a)(iii) of the Agreement is deleted in its entirety and replaced with the following:

"(iii) have Executive's principal office located at Company's offices in West Palm Beach, Florida, and"

2. Section 3(b) of the Agreement is deleted in its entirety and replaced with the following:

"(b) During the Transition Period. During the Transition Period, Executive will (i) be employed by Company as a part-time employee providing, at the request and direction of the Chief Executive Officer and/or Board of Directors, not more than 500 hours of service per 12-month period (at mutually agreed-upon times) at the Company's offices in Baltimore, Maryland, New York, New York, West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company, such services to be commensurate with the general nature of services performed by Executive or other executive-level employees of Company during the Employment Term or of a nature that the Chief Executive Officer and/or Board of Directors determines is necessary or desirable to transition Executive's position to his successor, and (ii) have such title, or no title, as shall be determined by the Chief Executive Officer and/or Board of Directors in his or its discretion."

3. The last two sentences of Section 4(b) of the Agreement are hereby deleted in their entireties and replaced with the following:

"In the event of a Change of Control, the aggregate amount of the unpaid Transition Payment (or all of the aggregate Transition Payment if such Change of Control occurs

prior to commencement of the Transition Period) payable for the period measured from the date of the Change of Control through the end of the Transition Period (or the full Transition Period if such Change of Control occurs prior to the commencement of the Transition Period) will be paid to Executive by Company in a single sum payment on the date that the Change of Control occurs, but Executive's obligations under Section 3(b) shall remain intact and Company shall retain the right to fully enforce the restrictive covenant provisions of Section 12."

4. Section 9(e)(iv) of the Agreement is deleted in its entirety and replaced with the following:

"(iv) changes Executive's principal place of employment to a place other than Baltimore, Maryland, New York, New York, West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company."

5. Sections 10(c)(ii) and 10(c)(iii) of the Agreement are deleted in their entirety and replaced with the following:

"(ii) an additional amount equal to \$1,000,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;"

"(iii) a severance payment equal to three times the sum of (A) Executive's annualized Base Salary as in effect immediately before Executive's termination of employment (without giving effect to any reduction in Base Salary that gave rise to Good Reason), plus (B) \$2,000,000, which severance payment shall be paid in a lump sum within ten (10) days of the date of termination;

6. Sections 10(d)(ii) of the Agreement is deleted in its entirety and replaced with the following:

"(ii) only if such death or Disability occurs during the Employment Term, an additional amount equal to \$1,000,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;"

7. Section 10(d) of the Agreement is further amended by deleting the period at the end of clause (iv) thereto and replacing such period with the following: "; and", and by adding a new clause (v) thereto to read as follows:

"(v) an additional amount, payable in a lump-sum as of the date of such termination, equal to one of the following:

(A) if such termination occurs prior to the commencement of the Transition Period, then such lump-sum payment shall equal \$2,500,000; or

(B) if such termination occurs on or following commencement of the Transition Period, then such lump-sum payment shall equal the aggregate amount of Transition Payments that would have been paid to Executive from the date of



such termination through the end of the Transition Period if Executive had provided services to the Company for such period pursuant to Section 4(b) hereof (but in any case not to exceed \$2,500,000);

provided, however, that, in the case of a termination due to Disability, payment of the foregoing amount may only be made in a lump-sum if Executive is "disabled" within the meaning of Code Section 409A(a)(2)(C)(i) or (ii) at the time of such termination, or if Executive is not so "disabled" or payment in a lump-sum at such time is otherwise prohibited under Code Section 409A, payment of the remaining Transition Payments shall be made following such termination in accordance with the schedule set forth in Section 4(b)."

8. **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.

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

10. **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.

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

FTI CONSULTING, INC.

Date: June 3, 2010

By: /S/ ERIC B. MILLER

Name: Eric B. Miller

Title: Executive Vice President, General Counsel and Chief Ethics Officer

EXECUTIVE

Date: June 3, 2010

By: /S/ JACK B. DUNN, IV

Jack B. Dunn, IV

**AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of June 2, 2010, by and between FTI Consulting, Inc., a Maryland corporation ("**Company**"), and Dennis J. Shaughnessy ("**Executive**").

**WITNESSETH:**

WHEREAS, Company and Executive entered into an Employment Agreement dated September 20, 2004, which was amended by Amendment No. 1 thereto dated April 23, 2007, Amendment No. 2 thereto dated December 31, 2008 and Amendment No. 3 thereto dated January 2, 2009 (collectively, the Employment Agreement and Amendment No. 1, No. 2 and No. 3 thereto, are referred to herein as the "**Agreement**"); and

WHEREAS, Company and Executive desire to further amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, Company and Executive hereby agree as follows:

1. Section 3(a)(iii) of the Agreement is deleted in its entirety and replaced with the following:

"(iii) have Executive's principal office located at Company's offices in West Palm Beach, Florida, and"

2. Section 3(b) of the Agreement is deleted in its entirety and replaced with the following:

"(b) During the Transition Period. During the Transition Period, Executive will (i) be employed by Company as a part-time employee providing, at the request and direction of the Chief Executive Officer and/or Board, not more than 500 hours of service per 12-month period (at mutually agreed-upon times) at the Company's offices in Baltimore, Maryland, New York, New York, West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company, such services to be commensurate with the general nature of services performed by Executive or other executive-level employees of Company during the Employment Term or of a nature that the Chief Executive Officer and/or Board determines is necessary or desirable to transition Executive's position to his successor, and (ii) have such title, or no title, as shall be determined by the Chief Executive Officer and/or Board in his or its discretion."

3. The last two sentences of Section 4(b) of the Agreement are hereby deleted in their entireties and replaced with the following:

"In the event of a Change of Control, the aggregate amount of the unpaid Transition Payment (or all of the aggregate Transition Payment if such Change of Control occurs prior to commencement of the Transition Period) payable for the period measured from the date of the Change of Control through the end of the Transition Period (or the full

Transition Period if such Change of Control occurs prior to the commencement of the Transition Period) will be paid to Executive by Company in a single sum payment on the date that the Change of Control occurs, but Executive's obligations under Section 3(b) shall remain intact and Company shall retain the right to fully enforce the restrictive covenant provisions of Section 12."

4. Section 9(e)(iv) of the Agreement is deleted in its entirety and replaced with the following:

"(iv) changes Executive's principal place of employment to a place other than Baltimore, Maryland, New York, New York, West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company."

5. Sections 10(c)(ii) and 10(c)(iii) of the Agreement are deleted in their entirety and replaced with the following:

"(ii) an additional amount equal to \$1,000,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;"

"(iii) a severance payment equal to three times the sum of (A) Executive's annualized Base Salary as in effect immediately before Executive's termination of employment (without giving effect to any reduction in Base Salary that gave rise to Good Reason), plus (B) \$2,000,000, which severance payment shall be paid in a lump sum within ten (10) days of the date of termination;

6. Sections 10(d)(ii) of the Agreement is deleted in its entirety and replaced with the following:

"(ii) only if such death or Disability occurs during the Employment Term, an additional amount equal to \$1,000,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;"

7. Section 10(d) of the Agreement is further amended by deleting the period at the end of clause (iv) thereto and replacing such period with the following: "; and", and by adding a new clause (v) thereto to read as follows:

"(v) an additional amount, payable in a lump-sum as of the date of such termination, equal to one of the following:

(A) if such termination occurs prior to the commencement of the Transition Period, then such lump-sum payment shall equal \$3,500,000; or

(B) if such termination occurs on or following commencement of the Transition Period, then such lump-sum payment shall equal the aggregate amount of Transition Payments that would have been paid to Executive from the date of such termination through the end of the Transition Period if Executive had provided services to the Company for such period pursuant to Section 4(b) hereof (but in any case not to exceed \$3,500,000);

provided, however, that, in the case of a termination due to Disability, payment of the foregoing amount may only be made in a lump-sum if Executive is “disabled” within the meaning of Code Section 409A(a)(2)(C)(i) or (ii) at the time of such termination, or if Executive is not so “disabled” or payment in a lump-sum at such time is otherwise prohibited under Code Section 409A, payment of the remaining Transition Payments shall be made following such termination in accordance with the schedule set forth in Section 4(b).”

8. 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.

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

10. 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.

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

FTI CONSULTING, INC.

Date: June 3, 2010

By: /S/ ERIC B. MILLER

Name: Eric B. Miller

Title: Executive Vice President, General Counsel and Chief Ethics Officer

EXECUTIVE

Date: June 3, 2010

By: /S/ DENNIS J. SHAUGHNESSY

Dennis J. Shaughnessy

AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of June 2, 2010, by and between FTI Consulting, Inc., a Maryland corporation ("**Company**"), and Dominic DiNapoli ("**Executive**").

WITNESSETH:

WHEREAS, Company and Executive entered into an Employment Agreement dated November 1, 2005, which was amended by Amendment No. 1 thereto dated December 31, 2008 (collectively, the Employment Agreement and Amendment No. 1 thereto, are referred to herein as the "**Agreement**"); and

WHEREAS, Company and Executive desire to further amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, Company and Executive hereby agree as follows:

1. Section 3(a)(y) of the Agreement is deleted in its entirety and replaced with the following:

"(y) have Executive's principal office located at Company's offices in Saddle Brook, New Jersey, and"

2. The last two sentences of Section 4(b) of the Agreement are hereby deleted in their entireties and replaced with the following:

"In the event of a Change of Control, the aggregate amount of the unpaid Transition Payment (or all of the aggregate Transition Payment if such Change of Control occurs prior to commencement of the Transition Period) payable for the period measured from the date of the Change of Control through the end of the Transition Period (or the full Transition Period if such Change of Control occurs prior to the commencement of the Transition Period) will be paid to Executive by Company in a single sum payment on the date that the Change of Control occurs, but Executive's obligations under Section 3(b) shall remain intact and Company shall retain the right to fully enforce the restrictive covenant provisions of Section 12."

3. Section 6(a) of the Agreement is hereby amended to delete the last sentence of Section 6(a) as originally written in its entirety and to add a new last sentence to Section 6(a) to read in its entirety as follows:

"During the Employment Term and the Transition Period, Executive shall be entitled to lease and use, for business or personal purposes, an automobile of his choice at Company's expense."

4. Section 9(e)(iv) of the Agreement is deleted in its entirety and replaced with the following:

“(iv) changes Executive’s principal place of employment to a place other than Baltimore, Maryland, New York, New York, Saddle Brook, New Jersey, West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company.”

5. Sections 10(b)(viii), 10(c)(vi) and 10(f)(iv) are hereby deleted in their entireties.

6. Sections 10(c)(ii) and 10(c)(iii) of the Agreement are deleted in their entirety and replaced with the following:

“(ii) an additional amount equal to \$500,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;”

“(iii) a severance payment equal to three times the sum of (A) Executive’s annualized Base Salary as in effect immediately before Executive’s termination of employment (without giving effect to any reduction in Base Salary that gave rise to Good Reason), plus (B) \$1,000,000, which such severance payment shall be paid in a lump sum within ten (10) days of the date of termination;

7. Sections 10(d)(ii) of the Agreement is deleted in its entirety and replaced with the following:

“(ii) only if such death or Disability occurs during the Employment Term, an additional amount equal to \$500,000, which sum amount shall be paid in a lump sum within ten (10) days of the date of termination;”

8. Section 10(d) of the Agreement is hereby amended by deleting the period at the end of clause (iv) thereto and replacing such period with the following: “; and”, and by adding a new clause (v) thereto to read as follows:

“(v) an additional amount, payable in a lump-sum as of the date of such termination, equal to one of the following:

(A) if such termination occurs prior to the commencement of the Transition Period, then such lump-sum payment shall equal \$1,500,000; or

(B) if such termination occurs on or following commencement of the Transition Period, then such lump-sum payment shall equal the aggregate amount of Transition Payments that would have been paid to Executive from the date of such termination through the end of the Transition Period if Executive had provided services to the Company for such period pursuant to Section 4(b) hereof (but in any case not to exceed \$1,500,000);

provided, however, that, in the case of a termination due to Disability, payment of the foregoing amount may only be made in a lump-sum if Executive is “disabled”

within the meaning of Code Section 409A(a)(2)(C)(i) or (ii) at the time of such termination, or if Executive is not so “disabled” or payment in a lump-sum at such time is otherwise prohibited under Code Section 409A, payment of the remaining Transition Payments shall be made following such termination in accordance with the schedule set forth in Section 4(b).”

9. 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.

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

11. 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.

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

FTI CONSULTING, INC.

Date: June 3, 2010

By: /S/ ERIC B. MILLER  
Name: Eric B. Miller  
Title: Executive Vice President, General Counsel and Chief Ethics Officer

EXECUTIVE

Date: June 3, 2010

By: /S/ DOMINIC DiNAPOLI  
Dominic DiNapoli



FTI Consulting  
**Phillips Point West Tower, Suite 1500**  
777 South Flagler Drive  
West Palm Beach, FL 33401  
main 561.515.1900

**Personal and Confidential**

[www.fticonsulting.com](http://www.fticonsulting.com)

June 2, 2010

Mr. David G. Bannister  
P.O. Box 3387  
Palm Beach, FL 33480

Dear David:

We are delighted to extend to you the following Amended Offer of Employment at FTI Consulting, Inc. (the "Company"). The terms of your employment will be as follows:

**Position** - Executive Vice President and Chief Financial Officer.

**Base Salary** - \$700,000 per year.

**Bonus Opportunity** - You will participate in the Section 162(m) bonus program for senior executive officers, with bonus opportunities set annually upon achievement of corporate and individual goals. You will also participate in other bonus programs offered generally to senior executives.

**Severance Protection** - In the event that you are terminated without Cause or terminate your employment for Good Reason, you will be entitled to a cash payment of (i) your then current base salary plus (ii) \$1,100,000 (the "Severance Payment"). In the event that you are terminated without Cause or terminate your employment for Good Reason coincident with or during the 12-month period after a Change of Control, you will be entitled to a cash payment equal to two times (2X) the Severance Payment.

**Leased Automobile** - You will be provided a three-year leased automobile of your choice, with a monthly lease payment of up \$3,000 per month, subject to the Company's policy and practices regarding leased automobiles. The Company may review and revise its policy and practices from time to time, and if should this benefit be terminated, reasonable alternatives will be proposed.

**Paid Time Off** - You will be entitled to five weeks of paid time off annually. Paid time off is not an accrued benefit and unused time is not rolled over from year to year or paid out upon employment termination.

**Benefits** - You will be eligible for standard employee benefits as described in the Company's Employee Benefit Summary.

**Principal Place of Employment** - West Palm Beach, FL. In the event you are required to move your principal place of employment to a location other than West Palm Beach, FL, you will be entitled to terminate your employment for Good Reason.



**Employment at Will** - You will be an employee-at-will. Employment may be terminated by either party for any reason at any time, with or without cause.

**Definitions** - For purposes of this Amended Offer of Employment, Cause, Good Reason and Change of Control are defined as provided in the Company's employment agreements with its Chief Executive Officer, except that Change of Control shall not constitute Good Reason.

We are very enthusiastic about your continued employment. In the position of Executive Vice President and Chief Financial Officer, you will report directly to the Company's CEO.

Yours truly,

/s/ JACK B. DUNN, IV

Jack Dunn  
President & Chief Executive Officer

Accepted and Agreed:

/s/ DAVID G. BANNISTER

\_\_\_\_\_  
David G. Bannister

June 3, 2010

\_\_\_\_\_  
Date



FTI Consulting  
**Phillips Point West Tower, Suite 1500**  
 777 South Flagler Drive  
 West Palm Beach, FL 33401  
 main 561.515.1900

**Personal and Confidential**

[www.fticonsulting.com](http://www.fticonsulting.com)

June 2, 2010

Mr. Roger Carlile  
 930 Deforest Rd.  
 Coppell, Texas 75019

Dear Roger:

We are delighted to extend to you the following Amended Offer of Employment at FTI Consulting, Inc. (the "Company"). The terms of your employment will be as follows:

**Position** - Executive Vice President and Chief Administrative Officer.

**Annual Base Salary** - \$1,300,000 per year.

**Bonus Opportunity** - You will participate in the Section 162(m) bonus program for senior executive officers, with bonus opportunities set annually upon achievement of corporate and individual goals. You will also participate in other bonus programs offered generally to senior executives.

**2008 Special Bonus** - The Company previously paid to you a special bonus for the year ended December 31, 2008 in the amount of \$1,500,000. You hereby covenant to immediately repay to the Company a cash amount equal to the following percentages of such bonus if your employment with the Company terminates for any reason other than (i) termination by the Company without Cause, (ii) termination by you for Good Reason or (iii) termination as a result of Death or Disability, prior to the applicable dates set forth opposite such applicable repayment percentage below:

<u>Date</u>	<u>Repayment Percentage</u>
December 31, 2009	100%
December 31, 2010	90%
December 31, 2011	80%
December 31, 2012	70%
December 31, 2013	60%
December 31, 2014	50%
December 31, 2015	40%
December 31, 2016	30%
December 31, 2017	20%
December 31, 2018	10%

Notwithstanding your above covenant to repay the 2008 Special Bonus, your covenant to repay any amount of the 2008 Special Bonus will cease coincident with a Change of Control in the event such Change of Control occurs on or after January 2, 2013. In the event that a Change of Control occurs prior to January 2, 2013, the repayment obligation will remain as stated above except that the repayment obligation will cease on January 2, 2013 such that you will no longer have any repayment obligation following January 2, 2013.

Mr. Roger D. Carlile  
June 2, 2010

**Severance Protection** - In the event that you are terminated without Cause or terminate your employment for Good Reason, you will be entitled to a cash payment of (i) your then current base salary plus (ii) \$450,000 (the "Severance Payment"). In the event that you are terminated without Cause or terminate your employment for Good Reason coincident with or during the 12-month period after a Change of Control, you will be entitled to a cash payment equal to two times (2X) the Severance Payment.

**Leased Automobile** - You will be provided a three-year leased automobile of your choice, with a monthly lease payment of up \$3,000 per month, subject to the Company's policy and practices regarding leased automobiles. The Company may review and revise its policy and practices from time to time, and if should this benefit be terminated, reasonable alternatives will be proposed.

**Paid Time Off** - You will be entitled to five weeks of paid time off annually. Paid time off is not an accrued benefit and unused time is not rolled over from year to year or paid out upon employment termination.

**Benefits** - You will be eligible for standard employee benefits as described in the Company's Employee Benefit Summary.

**Principal Place of Employment** - Dallas, TX. In the event you are required to move your principal place of employment to a location other than Dallas, TX, you will be entitled to terminate your employment for Good Reason.

**Employment at Will** - You will be an employee-at-will. Employment may be terminated by either party for any reason at any time, with or without cause.

**Definitions** - For purposes of this Amended Offer of Employment, Cause, Disability, Good Reason and Change of Control are defined as provided in the Company's employment agreements with its Chief Executive Officer, except that Change of Control shall not constitute Good Reason.

We are very enthusiastic about your continued employment. In the position of Executive Vice President and Chief Administrative Officer, you will report directly to the Company's CEO.

Yours truly,

/s/ JACK B. DUNN, IV

Jack Dunn  
President & Chief Executive Officer

Accepted and Agreed:

/s/ ROGER D. CARLILE  
Roger D. Carlile

June 3, 2010  
Date