
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): March 26, 2014

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.)

777 South Flagler Drive, Suite 1500 West Tower, 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)

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 Officer; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On March 26, 2014, the Compensation Committee of the Board of Directors of FTI Consulting, Inc. (“FTI Consulting”) adopted new forms of award agreements pursuant to which it may grant cash-based stock appreciation rights (“SARs”), cash unit and cash-based performance units to named executive officers and other eligible participants as cash awards under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated as of June 2, 2010, as further amended from time to time.

The forms of Cash-Based Stock Appreciation Right Award Agreement, Cash Unit Award Agreement and Cash-Based Performance Unit Award Agreement are attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and they contain all of the material terms and conditions of such awards, other than date of grant, grantee’s name, number of shares or cash value to which they relate, vesting terms, forfeiture terms, definitions, exercise price in the case of SARs, and performance conditions in the case of performance unit awards.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Cash-Based Stock Appreciation Right Award Agreement
10.2	Form of Cash Unit Award Agreement
10.3	Form of Cash-Based Performance Unit Award Agreement

SIGNATURES

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

FTI CONSULTING, INC.

Dated: March 27, 2014

By: /s/ ERIC B. MILLER

Eric B. Miller

Executive Vice President, General Counsel and Chief Risk Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Cash-Based Stock Appreciation Right Award Agreement
10.2	Form of Cash Unit Award Agreement
10.3	Form of Cash-Based Performance Unit Award Agreement

**FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN
CASH-BASED STOCK APPRECIATION RIGHT AWARD AGREEMENT**

To _____ :

FTI Consulting, Inc. (the "**Company**") has granted you an award (the "**Award**") of a stock appreciation right (the "**SAR**") under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 2, 2010, as further amended from time to time (the "**Plan**"), with respect to up to _____ shares of common stock, \$0.01 par value ("**Common Stock**") of the Company (the "**Shares**"), at \$ _____ per share (the "**Exercise Price**"). The SAR represents the right to receive cash upon exercise equal to the product of (i) the aggregate number of Shares with respect to which the SAR is exercised and (ii) the excess of (A) the Fair Market Value of a Share as of the date of exercise over (B) the Exercise Price specified above (such cash payment being referred to as a "**SAR Payment**"). The effective "**Date of Grant**" will be _____, _____, subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company.

This Cash-Based Stock Appreciation Right Award Agreement (the "**Agreement**") and the Award of the SAR and the SAR Payment are made in consideration of your employment with the Company (as hereafter defined) and are subject to any applicable terms of the written employment arrangements, or successor agreement, as amended from time to time, to which you are subject ("**Employment Agreement**"), if applicable, between you (the "**Employee**") and the Company or an Affiliate of the Company (the "**Employer**"). This Agreement incorporates the Plan and any terms and conditions relating to the SAR or the Award contained in the Employment Agreement (if applicable) by reference, and specifies other applicable terms and conditions of your SAR. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Compensation Committee (the "**Committee**") of the Board of Directors of the Company concerning any questions arising under this Agreement or the Plan with respect to the Award.

Copies of the Plan and the Prospectus for the Plan are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of those documents and have read, understand and agree to all terms. You may request additional copies of those documents by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 591-48). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

Unless otherwise noted, all terms not defined by this Agreement (or the Glossary hereto) have the meanings given in the Plan or if applicable, the Employment Agreement.

In addition to the terms, conditions, and restrictions set forth in the Plan or your Employment Agreement (if applicable), the following terms, conditions, and restrictions apply to the SAR:

- (1) Exercise. You may not exercise the SAR before _____, _____, except as otherwise provided below.
- a. Except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your Service continues through the applicable date upon which vesting is scheduled to occur, you may exercise the SAR to receive the SAR Payment for up to _____ of the Shares on or after _____ [Dates], such that the SAR will be exercisable for 100% of the Shares on _____ [Date]; except that none of the SAR will become vested after your Service ceases unless otherwise provided in this Agreement or the Employment Agreement (if applicable).
 - b. The SAR will expire at 5:00 p.m. Eastern Time on the tenth anniversary of the Grant Date.
 - c. The Committee may, in its sole discretion, accelerate the time at which you may exercise part or all of the SAR.
 - [d]. **[RESERVED FOR OTHER VESTING TERMS]**
 - h. If the Employee's Service is terminated by the Company for _____ (other than as provided in Section _____ hereof), the entire SAR (vested and not vested) shall terminate and expire upon such event.
 - i. You may exercise the vested portion of the SAR only in multiples of whole SAR Shares and may not exercise the SAR as to fewer than one hundred SAR Shares (unless the SAR is then exercisable for fewer than one hundred SAR Shares) at any one time.
- (2) Method of Exercise. Subject to this Agreement or the Plan, you may exercise the SAR only by notice to the Company, in such form and manner as the Committee may require, on or before the SAR's expiration date or earlier forfeiture. Each such notice must:
- a. state the election to exercise the SAR and the number of SAR Shares with respect to which it is being exercised; and
 - b. contain such representations as the Company may require.

For all purposes of this Agreement or the Plan, the date of exercise will be the date on which you have delivered the notice and any required payment to the Company.

- (3) Forfeiture. [RESERVED FOR FORFEITURE TERMS].
- (6) Postponement of Exercise. The Company may postpone the exercise of any portion of the SAR for so long as the Company determines to be necessary or advisable to satisfy the following:
- a. compliance with any requests for representations; and
 - b. receipt of proof satisfactory to the Company that a person seeking to exercise the SAR on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is authorized and entitled to exercise the SAR.
- (7) Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement (if applicable) or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of the SAR and SAR Payments or any other adverse effect on your interests under the Plan.
- (8) Entire Agreement. This Agreement, inclusive of the Plan and the terms of the Employment Agreement (if applicable) incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the SAR and SAR Payments. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the SAR and SAR Payments are superseded by this Agreement and are void and ineffective for all purposes.
- (9) Rights as Stockholder. You understand and agree that you will not be deemed for any purpose to be a stockholder of the Company with respect to any of the Shares underlying the SAR.
- (10) Restrictions on Transfer. This SAR cannot be assigned, transferred, pledged, hypothecated, hedged or disposed of in any way and cannot be subject to execution, attachment or similar process; however, the SAR is transferable by way of will or the laws of descent and distribution. Any sale or transfer, pledge, hedge,

hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the SAR.

- (11) Company's Rights. You understand and agree that the existence of this SAR will not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- (12) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection with the SAR Payment. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the SAR and delivery of the SAR Payment or you may elect to have the Company withhold a portion of any cash proceeds of the SAR Payment to satisfy such tax withholding obligations.
- (13) Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award, the SAR or the SAR Payment will be brought in the federal or state courts in the districts, which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.
- (14) Adjustments. The Award shall be subject to the provisions of the Plan relating to adjustments for changes in corporate capitalization and other extraordinary or unusual or non-recurring events.
- (15) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; however, this Agreement may not be modified in a manner that would have a materially adverse effect on the SAR, Shares or SAR Payment, as determined by the Committee, except as provided in the Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.

- (16) Notice. Any notice that you are required to give the Company under this Agreement must be delivered to the Secretary of the Company or his or her designee at the principal executive office of the Company. Notice will be deemed to have been duly delivered when received by the Secretary or his or her designee in such form and manner as the Company finds to be acceptable.
- (17) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, this Agreement, and lastly, your Employment Agreement (if applicable), will control in that order of priority, except in the case of Section 13 of this Agreement, which will control in all cases.
- (18) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.
- (19) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (20) Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.
- (21) Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.
- (22) Transfer of Personal Data. You authorize, agree and unambiguously consent to the transmission by the Company (or any subsidiary) of any personal data information related to the SAR awarded under this Agreement, for legitimate business purposes (including, without limitation, the administration of the Plan) out of your home country and including to countries with less data protection than the data protection provided by your home country. This authorization and consent is freely given by you.

- (23) Unfunded Status. The SAR and the bookkeeping account to which they are credited shall not be deemed to create a trust or other funded arrangement. Your rights with respect to the Award shall be those of a general unsecured creditor of the Company, and under no circumstances shall you have any other interest in any asset of the Company by virtue of the Award.
- (24) Section 409A Compliance. Although the Company does not guarantee the tax treatment of any payment hereunder, the intent of the parties is that payments under this Agreement be exempt from, or comply with, Code Section 409A and the treasury regulations and other official guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith.

{The Glossary follows on the next page}

GLOSSARY

(a) [RESERVED FOR DEFINED TERMS]

(b) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(c) "**You**," "**Your**" means the recipient of the Award as reflected in the first paragraph of this Agreement. Whenever the word "you" or "your" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award may be transferred by will or by the laws of descent and distribution, the words "you" and "your" will be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of .

**FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN
CASH UNIT AWARD AGREEMENT**

To _____ :

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (the "**Award**") of _____ cash units (the "**Units**") pursuant to the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 2, 2010, as further amended from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. Each Unit represents, on the books of the Company, a unit which is equivalent in value to one share of the Company's common stock, \$0.01 par value (the "**Common Stock**"). The effective "**Grant Date**" will be _____, subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company.

This Cash Unit Agreement (the "**Agreement**") and the Award and the Units are made in consideration of your employment with the Company or your Employer (as hereafter defined) and is subject to any applicable terms of the written employment arrangements or successor agreement, as amended from time to time, to which you are subject ("**Employment Agreement**"), if applicable, between you (the "**Employee**") and the Company or an Affiliate of the Company (the "**Employer**"). The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan and any terms and conditions relating to Units or this Award contained in the Employment Agreement (if applicable), and specifies other applicable terms and conditions of your Award. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement or the Plan with respect to the Award.

Copies of the Plan or the Prospectus for the Plan are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of those documents and have read, understand and agree to all terms. You may request additional copies of the those documents by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

1. **Terminology; Conflicts.** The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise noted, all terms not defined in this Agreement (including the Glossary) have the meanings given in the Plan or, if applicable, the Employment Agreement.

2. **Employment Agreement.** All of the Award and Units are nonvested and forfeitable as of the Grant Date. The Award and Units are granted subject to the forfeiture, vesting and other provisions specifically set forth in this Agreement or the Employment Agreement (if applicable). Notwithstanding anything to the contrary, the Award and the Units will be subject to and bound by all terms and conditions in this Agreement and the Plan not specifically covered by or if contrary to the effective Employment Agreement (if applicable).

3. Vesting Terms and Conditions. Notwithstanding any provision of the Plan, or the Employment Agreement to the contrary, the following terms and conditions will apply:

(a) *Vesting*. All of the Units are nonvested and forfeitable as of the Grant Date. So long as your Service with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, % of the Units will vest and become nonforfeitable on [Dates], such that the Award will be vested and non-forfeitable for 100% of the Units on [Date]; except none of the Units will become vested and nonforfeitable after your Service with the Company and its Affiliates ceases unless otherwise provided in this Agreement or the Employment Agreement (if applicable).

(b) *Acceleration of Vesting; Continued Post-Termination Vesting*. **[RESERVED FOR OTHER VESTING TERMS]**

(c) *Forfeiture*. **[RESERVED FOR FORFEITURE TERMS]**

4. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hedge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any unvested Units, and unvested Units may not be subject to execution, attachment or similar process. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

5. Payment. Subject to the provisions of Section 3 above, Units that become vested and payable hereunder shall be paid within two and one-half months of the applicable vesting date under Section hereof. Such payment shall be made in a lump sum cash amount determined by multiplying (i) the number of vested Units that have become payable by (ii) the Fair Market Value of a share of Common Stock of the Company for the vesting date. Notwithstanding anything to the contrary in this Agreement, if you are deemed on the date of termination to be a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment that is considered deferred compensation under Code Section 409A payable on account of a “separation from service,” such payment shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of your “separation from service”, and (B) the date of your death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments so delayed shall be paid in a lump sum, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

6. Postponement of Payment. The Company may postpone the delivery of payment for the Units for so long as the Company determines to be necessary or advisable to satisfy the following, subject to the requirements and limitations of Code Section 409A:

- i. compliance with any requests for representations; and
- ii. receipt of proof satisfactory to the Company that a person seeking payment for the Units on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

7. Tax Withholding. By signing this Agreement, you authorize your Employer and the Company to withhold any federal, state and local taxes required by law to be withheld in connection with the vesting of Units and payment on account of the Award from the payment due you on account of the vesting of the Units.

8. Adjustments for Corporate Transactions and Other Events. The Award shall be subject to the provisions of the Plan relating to adjustments for changes in corporate capitalization and other extraordinary or unusual or non-recurring events.

9. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement (if applicable) or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of your Employer or the Company to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of any Units or any other adverse effect on your interests under the Plan.

10. The Company's Rights. The existence of the Award and the Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Entire Agreement. This Agreement, inclusive of the Plan and the applicable terms of the Employment Agreement incorporated into this Agreement, contains the entire agreement between you, your Employer and the Company with respect to the Award and the Units. Any and all existing oral or written agreements, representations, warranties, written

inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Units are superseded by this Agreement and are void and ineffective for all purposes.

12. Conformity and Conflicts. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, this Agreement and lastly, your Employment Agreement (if applicable), will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.

13. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award and Units as determined in the discretion of the Committee, except as provided in the Plan or the Employment Agreement (if applicable) or in any other written document signed by you and the Company.

14. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Units will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

15. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

16. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

17. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

19. Transfer of Personal Data. You authorize, agree and unambiguously consent to the transmission by the Company (or any subsidiary) of any personal data information related to the Award and Units under this Agreement, for legitimate business purposes (including, without limitation, the administration of the Plan) out of your home country and including to countries with less data protection than the data protection provided by your home country. This authorization and consent is freely given by you.

20. Unfunded Status. The Units and the bookkeeping account to which they are credited shall not be deemed to create a trust or other funded arrangement. Your rights with respect to the Award shall be those of a general unsecured creditor of the Company, and under no circumstances shall you have any other interest in any asset of the Company by virtue of the Award.

21. Section 409A Compliance. Although the Company does not guarantee the tax treatment of any payment hereunder, the intent of the parties is that payments under this Agreement be exempt from, or comply with, Code Section 409A and the treasury regulations and other official guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith. Any termination of employment described herein shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

{The Glossary follows on the next page}

GLOSSARY

(a) [RESERVED FOR DEFINED TERMS]

(b) “**Service**” means your employment or other service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(c) “**You**,” “**Your**” means the recipient of the Award as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of .

FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

CASH-BASED PERFORMANCE AWARD AGREEMENT

To _____ :

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (the "**Award**") of up to _____ cash-based performance units (the "**Performance Units**") under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 2, 2010, as further amended from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. Each Performance Unit represents, on the books of the Company, a unit which is equivalent in value to one share of the Company's common stock, \$0.01 par value (the "**Common Stock**"). The effective date of grant shall be _____, (the "**Grant Date**"), subject to your promptly signing and returning a copy of this Agreement to the Company.

This Cash-Based Performance Award Agreement (this "**Agreement**") and the Award and the Performance Units are made in consideration of your employment with the Company (as hereafter defined) and are subject to any applicable terms of the written employment arrangements, or successor agreement, as amended from time to time, to which you are subject ("**Employment Agreement**"), if applicable, between you (the "**Employee**") and the Company or an Affiliate of the Company (the "**Employer**"). This Agreement incorporates the Plan by reference, and specifies other applicable terms and conditions of your Award and Performance Units. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Compensation Committee (the "**Committee**") of the Board of Directors of the Company concerning any questions arising under this Agreement or the Plan with respect to the Award or the Performance Units. Unless otherwise noted, all terms not defined by this Agreement (or the Glossary hereto) have the meanings given in the Plan (or if applicable, the Employment Agreement).

Copies of the Plan and the Prospectus for the Plan are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of those documents and have read, understand and agree to all terms. You may request additional copies of those documents by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 591-48). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

1. Terms and Conditions of the Award. The following terms and conditions shall apply:

(a) *Performance-Based Vesting*. All of the Performance Units are nonvested and forfeitable as of the Grant Date. Subject to the satisfaction of the time-based vesting conditions applicable to the Award under Section 1(b) hereof, the Performance Units shall vest as set forth in Section 1(b) or 1(c), subject to your continued Service (as hereafter defined) with the Company or any of its affiliates as of _____ (the "**Final Determination Date**");

[Insert Performance Goal(s)]

[Insert Number of Performance Units]

Performance Units that do not vest based on the foregoing schedule shall be immediately forfeited, effective as of the Final Determination Date, without any further action of the Company whatsoever and without any consideration being paid therefore, and shall cease to be eligible to become fully vested in accordance with Section 1(b) or 1(c) hereof.

Prior to any vesting being made hereunder, the Committee, in its sole discretion, shall determine and certify the extent to which the performance goals have been met, and the Committee's determination and certification shall be final, conclusive and binding. The determination of the performance goal that has been achieved, and the number of Performance Units that have vested based on performance, shall be calculated by the Company's Accounting group and reviewed by the Company's independent public accounting firm.

(b) Vesting. All of the Performance Units are nonvested and forfeitable as of the Grant Date. Subject to the satisfaction of the performance conditions under Section 1(a) hereof, 100% of the Performance Units earned pursuant to the performance vesting condition(s) set forth in Section 1(a) hereof shall vest as of _____, _____, subject to your continued service with the Company or any of its Affiliates on such date.

(c) Acceleration of Vesting. **[RESERVED FOR OTHER VESTING TERMS]**

(d) Forfeiture. **[RESERVED FOR FORFEITURE TERMS]**

2. Payment. Subject to the provisions of Section 1 hereof, Performance Units that become vested and payable hereunder shall be paid within two and one-half months following the Final Determination Date. Such payment shall be made in a lump sum cash amount determined by multiplying the number of vested Performance Units that have become payable by the Fair Market Value of a share of Common Stock on the vesting date.

3. Postponement of Payment. The Company may postpone the delivery of payment for the Performance Units for so long as the Company determines to be necessary or advisable to satisfy the following, subject to the requirements and limitations of Code Section 409A:

- i. compliance with any requests for representations; and
- ii. receipt of proof satisfactory to the Company that a person seeking payment for the Performance Units on your behalf upon your estate's behalf after your death is appropriately authorized.

4. Tax Withholding. By signing this Agreement, you authorize your Employer and the Company to withhold any federal, state and local taxes required by law to be withheld in connection with the vesting of Performance Units and payment on account of the Award from the payment due you on account of the vesting of the Performance Units.

5. Termination of Service. All Performance Units that have not become vested and payable hereunder as of the date of your termination of Service with the Company and its Affiliates shall be immediately forfeited and cancelled upon such termination without any further action of the Company whatsoever and without any consideration being paid therefor.

6. Restrictions on Transfer. Prior to payment, you may not sell, assign, transfer, pledge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) the Award, and the Award may not be subject to execution, attachment or similar process. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company shall not be required to recognize on its books any action taken in contravention of these restrictions.

7. Adjustments for Corporate Transactions and Other Events. The Award shall be subject to the provisions of the Plan relating to adjustments for changes in corporate capitalization and other extraordinary or unusual or non-recurring events.

8. Non-Guarantee of Service Relationship. Nothing in the Plan or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as an employee or other service provider for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your termination of service with the Company or its subsidiaries at any time or for any reason (or no reason), whether or not such termination results in the forfeiture of any portion of the Award or any other adverse effect on your interests under the Plan.

9. The Company's Rights. The existence of the Award and the Performance Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10. Entire Agreement. This Agreement, inclusive of the Plan (which are incorporated by reference into this Agreement), contains the entire agreement between you and the Company with respect to the Award and the Performance Units. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Performance Units are superseded by this Agreement and are void and ineffective for all purposes.

11. Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Plan or your Employment Agreement (if

applicable), the provisions of first, the Plan, second, this Agreement and, lastly, your Employment Agreement (if applicable), will control, except in the case of Section 13 of this Agreement, which shall control in all cases.

12. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award and the Performance Units as determined in the discretion of the Committee, except as provided in the Plan or the Employment Agreement (if applicable), or in any other written document signed by you and the Company.

13. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award shall be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

14. Unfunded Status. The Performance Units and the bookkeeping account to which they are credited shall not be deemed to create a trust or other funded arrangement. Your rights with respect to the Award shall be those of a general unsecured creditor of the Company, and under no circumstances shall you have any other interest in any asset of the Company by virtue of the Award.

15. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement that violate such statute or public policy shall be stricken, and all portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Further, it is the intention of the parties that any court order (or decision of arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties under this Agreement.

16. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

17. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which shall be deemed an original, but all of which together shall constitute the same instrument.

19. Transfer of Personal Data. You authorize, agree and unambiguously consent to the transmission by the Company (or any subsidiary) of any personal data information related to the Performance Units awarded under this Agreement, for legitimate business purposes (including, without limitation, the administration of the Plan) out of your home country and including to countries with less data protection than the data protection provided by your home country. This authorization and consent is freely given by you.

20. Section 409A Compliance. Although the Company does not guarantee the tax treatment of any payment hereunder, the intent of the parties is that payments under this Agreement be exempt from, or comply with, Code Section 409A and the treasury regulations and other official guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith.

{The Glossary follows on the next page}

GLOSSARY

(a) [RESERVED FOR DEFINED TERMS]

(b) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(c) “**You,**” “**Your**” means the recipient of the Award as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of .