

**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): June 6, 2006

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

Not Applicable

(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))

Item 1.01. Entry into a Material Definitive Agreement

Amendment to Non-Employee Director Compensation Arrangements

On June 6, 2006, the Board of Directors (the "Board"), upon the recommendation of the Compensation Committee of the Board, of FTI Consulting, Inc. ("FTI") approved and authorized amendment (the "Director Plan Amendment") to FTI's Non-Employee Director Compensation Plan established effective April 27, 2005 (the "Director Plan") pursuant to Section 12 of the Director Plan, to (A) eliminate the Director Plan's designation as a sub-plan of the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective as of April 27, 2006, as further amended (the "2004 Plan"), (B) permit equity compensation to non-employee directors under the Director Plan to be awarded pursuant to any equity plan approved by stockholders of FTI from time to time, including the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan (the "2006 Plan") and the FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors approved by stockholders of FTI at the Annual Meeting held on June 6, 2006, and (C) conform the definition of "Change in Control" in the Director Plan to the definition of "Change in Control" in the 2006 Plan. The Director Plan Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

Amendment to 2004 Long-Term Incentive Plan, Amended and Restated Effective as of April 27, 2005, as Further Amended

On June 6, 2006, the Board of FTI authorized amendment (the "2004 Plan Amendment") to the 2004 Plan pursuant to Section 7(e) of the 2004 Plan to no longer designate the Director Plan as a sub-plan of the 2004 Plan. The 2004 Plan Amendment is filed as Exhibit 10.2 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. Non-Employee Director Compensation Plan
10.2	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective as of April 27, 2005, as further amended

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 7, 2006

By: /s/ THEODORE I. PINCUS

Theodore I. Pincus
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

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**AMENDMENT TO THE FTI CONSULTING, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN**

Pursuant to the powers of amendment reserved in Section 12 of the FTI Consulting, Inc. Non-Employee Director Compensation Plan (the "Plan") as adopted effective April 27, 2005, as further amended from time to time, effective as of June 6, 2006, FTI Consulting, Inc. hereby amends the Plan in the following manner:

1. Section 1 is amended by replacing the third sentence thereof with the following:

"All equity-based awards made pursuant to the Plan shall be issued under any equity compensation plan that has been approved by the Company stockholders, provided that such equity compensation plan provides for the applicable equity-based award."

2. Section 2 is amended by deleting the second sentence of the introductory paragraph.

3. Section 2(g) is amended to read as follows:

"(g) "Change in Control" means: (1) the acquisition (other than from the Company) in one or more transactions by any Person, as defined below, of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of (A) the then outstanding shares or the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the "Company Voting Stock"); (2) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (3) the effective time of any merger, share exchange, consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock; provided, however, that for purposes of any Award that constitutes a "nonqualified deferred compensation plan" or that provides for the "deferral of compensation," as such terms are defined under Code Section 409A, the Board, in its discretion, may specify a different definition of Change in Control in order to comply with the provisions of Code Section 409A under any Award; provided, further, that the Board may specify a different definition of Change in Control for any Award as the Board deems necessary or desirable. For purposes of the foregoing, a "Person" means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company or by entities controlled by the Company."

4. Section 2(j) is amended to read as follows:

“(j) “Committee” means the Compensation Committee of the Board (or any successor Board committee as may be designated by the Board from time to time), comprised of directors who are independent directors as defined in the New York Stock Exchange’s Listed Company Manual, who are “outside directors” within the meaning of Code Section 162(m), and who are “non-employee directors” within the meaning of Rule 16b-3 promulgated by the Securities and Exchange Commission under the Exchange Act.”

5. Section 2(x) is amended to read as follows:

“(x) “Equity Plan” means any equity compensation plan that has been approved by the Company stockholders, provided that such equity compensation plan provides for the applicable equity-based award.”

6. Section 2(gg) is amended to read as follows:

“(gg) “Restricted Stock Unit” means the expression on the Company’s books of a unit which is equivalent to one share of Common Stock, which unit is subject to any restrictions that the Board, in its discretion, may impose.”

7. Section 2(ii) is amended to read as follows:

“(ii) “Stock Unit” means the expression on the Company’s books of a unit which is equivalent to one share of Common Stock.”

8. Section 9.3 is amended by deleting “(as defined in the LTIP)” in the first sentence thereof.

9. The Plan is amended by: (i) replacing all references to “under the LTIP” with “under any applicable Equity Plan”, (ii) replacing all references to “and the LTIP” with “and the applicable Equity Plan”, and (iii) replacing all references to “or the LTIP” and “or LTIP” with “or the applicable Equity Plan”.

**AMENDMENT TO THE FTI CONSULTING, INC.
2004 LONG-TERM INCENTIVE PLAN**

Pursuant to the powers of amendment reserved in Section 7(e) of the FTI Consulting, Inc. 2004 Long-Term Incentive Plan (the "Plan") as amended and restated effective April 27, 2005, as further amended from time to time, effective as of June 6, 2006, FTI Consulting, Inc. hereby amends the Plan in the following manner:

1. Section 6(a)(2) is amended by deleting ", which is a sub-plan of this Plan".
2. Section 6(d) is amended by deleting "including the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time, which is a sub-plan of this Plan".