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

FORM 8-K /A

Amendment No. 1

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 28, 2008

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 Palm Beach, Florida 33401
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (561) 515-6078

(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 1.01. Entry into a Material Definitive Agreement.

Commitment Agreement to Credit Agreement

On August 1, 2008, FTI Consulting, Inc. (“FTI”) filed a Current Report on Form 8-K reporting that as of July 28, 2008, the First Amendment effective as of June 30, 2008 (the “First Amendment”), to the Amended and Restated Credit Agreement dated as of September 29, 2006, among FTI (the “Borrower”), the Guarantors (defined therein), the Lenders (defined therein) and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, was entered into, to, among other things, add a provision pursuant to which the Company will be permitted to increase the principal amount of the loan commitments under the revolving credit facility by up to \$25.0 million (for a maximum of \$175.0 million) if existing lenders or new lenders shall agree to provide such increased commitments (the “Additional Revolving Commitments”). A Commitment Agreement dated as of August 15, 2008 (the “Commitment Agreement”), has been entered into among the Borrower, the Guarantors and the lenders signatory thereto (the “Increasing Lenders”) and the Administrative Agent, whereby the Increasing Lenders agree to provide the Additional Revolving Commitments pursuant to the First Amendment.

The Commitment Agreement (excluding exhibits and schedules) is filed with the Securities and Exchange Commission (the “SEC”) as Exhibit 99.1 to this Current Report on Form 8-K/A and is incorporated herein by reference. The First Amendment (excluding schedules, except for Schedule 2 “Modifications to Foreign Currency Option”) was filed with the SEC as an exhibit to the Current Report on Form 8-K dated July 28, 2008 and is incorporated by reference herein. The Credit Agreement (excluding exhibits and schedules) was filed with the SEC on October 2, 2006 as an exhibit to FTI Consulting, Inc.’s Current Report on Form 8-K dated September 29, 2006 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Commitment Agreement dated as of August 15, 2008, by and among FTI Consulting, Inc., a Maryland corporation, the Guarantors identified on the signature pages, the Lenders identified on the signature pages, and Bank of America, N.A., as administrative agent.*

* Exhibits, schedules (or similar attachments) to the Commitment Agreement have not been filed. FTI will furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request.

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: August 19, 2008

By: /s/ ERIC B. MILLER

Eric B. Miller

Executive Vice President and General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Commitment Agreement dated as of August 15, 2008, by and among FTI Consulting, Inc., a Maryland corporation, the Guarantors identified on the signature pages, the Lenders identified on the signature pages, and Bank of America, N.A., as administrative agent *

* Exhibits, schedules (or similar attachments) to the Commitment Agreement have not been filed. FTI will furnish supplementally a copy of any omitted exhibit or schedule to the Securities and Exchange Commission upon request.

COMMITMENT AGREEMENT

THIS COMMITMENT AGREEMENT (this "Agreement") dated as of August 15, 2008 to the Credit Agreement referenced below is among FTI Consulting, Inc., a Maryland corporation (the "Borrower"), the Guarantors identified on the signature pages hereto (the "Guarantors"), the Lenders identified on the signature pages hereto (the "Increasing Lenders") and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH

WHEREAS, a revolving credit facility has been extended to the Borrower pursuant to the Amended and Restated Credit Agreement (as amended, modified and supplemented from time to time, the "Credit Agreement") dated as of September 29, 2006 among the Borrower, the Guarantors identified therein, the Lenders identified therein and the Administrative Agent;

WHEREAS, pursuant to Section 2.14 of the Credit Agreement, the Borrower has the right to increase the Aggregate Revolving Commitments by up to \$25 million with additional Revolving Commitments from existing Lenders and other institutions that qualify as Eligible Assignees; and

WHEREAS, each Increasing Lender has agreed to provide an additional Revolving Commitment in the amounts and on the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Additional Revolving Commitments. Each Increasing Lender hereby agrees to provide the additional Revolving Commitment set forth on Schedule 1 hereto under the column "Additional Revolving Commitment". Each of the Borrower, the Guarantors and the applicable Increasing Lender agrees that, after giving effect to the additional Revolving Commitment provided by such Increasing Lender pursuant to this Agreement, the total Revolving Commitment of such Increasing Lender shall be as set forth on Schedule 1 hereto under the column "Total Revolving Commitment".

3. Conditions Precedent. This Agreement shall be effective as of the date hereof upon satisfaction of each of the following conditions precedent:

(a) receipt by the Administrative Agent of this Agreement executed by the Borrower, the Guarantors and the Increasing Lenders;

(b) receipt by the Administrative Agent of a certificate from an executive officer of each Loan Party (x) attaching resolutions of the board of directors or board of managers, as applicable, of each Loan Party approving the increase in the Aggregate Revolving Commitments by up to \$25 million pursuant to Section 2.14 of the Credit Agreement and (y) certifying that such resolutions have not been rescinded or modified, remain in full force and effect and are the only proceedings of the board of directors or board of managers, as applicable, of such Loan Party now in force relating to or affecting the matters referenced therein; and

(c) payment by the Borrower to the Administrative Agent of all fees owing in connection with the additional Revolving Commitments provided pursuant to this Agreement.

4. Reaffirmation of Representations and Warranties; No Default. Each Loan Party represents and warrants that (a) the representations and warranties set forth in the Loan Documents are true and correct in all material respects as of the date hereof (except those that expressly relate to an earlier period) and (b) no Default or Event of Default exists.

5. Reaffirmation of Obligations. Each Loan Party (i) acknowledges and consents to this Agreement, (ii) affirms all of its obligations under the Loan Documents and (iii) agrees that this Agreement does not reduce or discharge its obligations under the Loan Documents.

6. Reaffirmation of Security Interests. Each Loan Party (i) affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting and (ii) agrees that this Agreement shall in no manner impair or otherwise adversely effect any of the Liens granted in or pursuant to the Loan Documents.

7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Commitment Agreement to be duly executed and delivered as of the date first above written.

BORROWER: FTI CONSULTING, INC., a Maryland corporation

By: /s/ ERIC B. MILLER
Name: Eric B. Miller
Title: Executive Vice President and General Counsel

GUARANTORS: FTI, LLC, a Maryland limited liability company
FTI TECHNOLOGY LLC, a Maryland limited liability company
COMPASS LEXECON LLC, a Maryland limited liability company
FTI CAMBIO LLC, a Maryland limited liability company
FTI INTERNATIONAL LLC, a Maryland limited liability company
FTI GENERAL PARTNER, LLC, a Maryland limited liability company
FTI CONSULTING LLC, a Maryland limited liability company
FTI HOSTING LLC, a Maryland limited liability company
ASHTON PARTNERS, LLC, an Illinois limited liability company
FTI US LLC, a Maryland limited liability company
FTI RMCG ACQUISITION LLC, a Maryland limited liability company
FTI SMC ACQUISITION LLC, a Maryland limited liability company

By: /s/ ERIC B. MILLER
Name: Eric B. Miller
Title: Manager and Senior Vice President of each of the foregoing

FTI INVESTIGATIONS, LLC, a Maryland limited liability company

By: /s/ ERIC B. MILLER
Name: Eric B. Miller
Title: Manager, Vice President, Treasurer and Secretary

COMPETITION POLICY ASSOCIATES, INC., a District of Columbia corporation
STRATCOM HISPANIC, INC., a Florida corporation
FD MWA HOLDINGS, INC., a Delaware corporation
FD US COMMUNICATIONS, INC., a New York corporation
DITTUS COMMUNICATIONS INC., a District of Columbia corporation
RMCG CONSULTING, INC., a Florida corporation

By: /s/ ERIC B. MILLER
Name: Eric B. Miller
Title: Director and Senior Vice President of each of the foregoing

[SIGNATURE PAGES CONTINUE]

INCREASING LENDERS: BANK OF AMERICA, N.A.

By: /S/ AMY HANSEN
Name: Amy Hansen
Title: Vice President

SUNTRUST BANK

By: /S/ J. MATTHEW ROWAND
Name: J. Matthew Rowand
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /S/ D. JERMAINE JOHNSON
Name: D. Jermaine Johnson
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH

By: /S/ ERIN MORRISSEY
Name: Erin Morrissey
Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH

By: /S/ Omayra Laucella
Name: Omayra Laucella
Title: Vice President

ADMINISTRATIVE
AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: /S/ ROBERTO O. SALAZAR
Name: Roberto O. Salazar
Title: Assistant Vice President