

**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): January 1, 2022**

**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**  
(I.R.S. Employer  
Identification No.)

**555 12th Street NW, Washington, D.C . 20004**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code: (202) 312-9100**

(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 communication 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	FCN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry Into a Material Definitive Agreement.**

On January 1, 2022, FTI Consulting, Inc. (“FTI Consulting”) entered into the First Supplemental Indenture (the “Supplemental Indenture”) to the Indenture, dated August 20, 2018 (the “Indenture”), between FTI Consulting and U.S. Bank National Association, as trustee, governing FTI Consulting’s outstanding 2.0% Convertible Senior Notes due 2023 (the “Notes”). Pursuant to the Supplemental Indenture, FTI Consulting irrevocably elected to (i) surrender its right to settle conversions of the Notes on or after January 1, 2022 solely using FTI Consulting’s common stock and (ii) settle at least the \$1,000 aggregate principal amount of each Note submitted for conversion on or after January 1, 2022 in cash in connection with a settlement for which FTI Consulting elects a cash and common stock combination settlement. The practical effect of these elections is that the \$316,245,000 aggregate principal amount of the Notes will be settled in cash and any premium due upon conversion may be settled (1) solely in cash, (2) solely in common stock or (3) in a combination of cash and common stock. The Indenture was filed as Exhibit 4.1 to FTI Consulting’s Current Report on Form 8-K filed with the Securities and Exchange Commission on August 20, 2018.

The foregoing description of the Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the complete text of the Supplemental Indenture, a copy of which is filed as Exhibit 4.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">First Supplemental Indenture, dated January 1, 2022, between FTI Consulting, Inc. and U.S. Bank National Association, as trustee.</a>
104	The Cover Page from FTI Consulting’s Current Report on Form 8-K dated January 1, 2022, formatted in Inline XBRL.

**SIGNATURES**

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

Date: January 3, 2022

**FTI CONSULTING, INC.**

By: /s/ CURTIS P. LU

Name: Curtis P. Lu

Title: General Counsel

**FIRST SUPPLEMENTAL INDENTURE**

First Supplemental Indenture (this “Supplemental Indenture”), dated as of January 1, 2022, between FTI Consulting, Inc., a Maryland corporation (the “Company”), and U.S. Bank National Association, as trustee (the “Trustee”), to the Indenture (as defined below). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

## WITNESSETH:

WHEREAS, the Company and the Trustee entered into an Indenture, dated as of August 20, 2018 (the “Indenture”), providing for the issuance of the Company’s 2.0% Convertible Senior Notes due 2023 (the “Notes”);

WHEREAS, pursuant to Section 10.01(j) of the Indenture, the Trustee and the Company may supplement the Indenture without the consent of any holders of the Notes to irrevocably elect a Settlement Method or a Specified Dollar Amount, or eliminate the Company’s right to elect a Settlement Method;

WHEREAS, the Company intends to supplement the Indenture to surrender its right to elect to Physical Settlement and to irrevocably elect a Specified Dollar Amount for any Combination Settlement upon conversion of any Note; and

WHEREAS, the Company has heretofore delivered, or is delivering contemporaneously herewith to the Trustee, the Officers’ Certificate and Opinion of Counsel referred to in Section 10.05 of the Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

**ARTICLE I****RELATION TO INDENTURE; GENERAL REFERENCES**

SECTION 1.01 Relation to Indenture. Except as expressly modified hereby, the Indenture is in all respects ratified and confirmed, and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. This Supplemental Indenture constitutes an integral part of the Indenture.

SECTION 1.02 General References. All references in this Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and the terms “herein,” “hereby” and any other words of similar import refer to this Supplemental Indenture.

**ARTICLE II**  
**IRREVOCABLE ELECTIONS**

SECTION 2.01 Irrevocable Election to Eliminate Physical Settlement. The Company hereby irrevocable eliminates the right of the Company to elect Physical Settlement as the Settlement Method of any conversion of Notes that occurs on or after the date of this Supplemental Indenture.

SECTION 2.02 Irrevocable Election of Specified Dollar Amount. The Company hereby irrevocably elects that, with respect to any Combination Settlement of any conversion of Notes that occurs on or after the date of this Supplemental Indenture, the Specified Dollar Amount per \$1,000 principal amount of Notes shall be no lower than \$1,000.

**ARTICLE III**  
**MISCELLANEOUS**

SECTION 3.01 Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 3.02 Severability. In the event any provision in this Supplemental Indenture or in the Notes as amended by this Supplemental Indenture shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 3.03 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 3.04 Successors. All the agreements of the Company and Trustee contained in this Supplemental Indenture shall bind each of their successors and assigns whether so expressed or not.

SECTION 3.05 Effect of Headings. The article and section headings herein have been inserted for convenience of reference only and are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

*[Rest of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

**FTI CONSULTING, INC.**

By: /s/ CURTIS P. LU

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Name: Curtis P. Lu

Title: General Counsel

Signature Page to First Supplemental Indenture

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

**U.S. BANK NATIONAL ASSOCIATION**, as Trustee

By: /S/ HAZRAT R. HANIFF

Name: Hazrat R. Haniff

Title: Assistant Vice President

Signature Page to First Supplemental Indenture