

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

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2014

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-14875

**FTI CONSULTING, INC.**

(Exact Name of Registrant as Specified in its Charter)

**Maryland**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**1101 K Street NW,  
Washington, D.C.**  
(Address of Principal Executive Offices)

**52-1261113**  
(I.R.S. Employer  
Identification No.)

**20005**  
(Zip Code)

**(202) 312-9100**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web Site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class  
Common stock, par value \$0.01 per share

Outstanding at October 24, 2014  
41,023,522

	<u>Page</u>
<b>PART I—FINANCIAL INFORMATION</b>	
Item 1. Financial Statements	
<a href="#">Condensed Consolidated Balance Sheets—September 30, 2014 and December 31, 2013</a>	3
<a href="#">Condensed Consolidated Statements of Comprehensive Income (Loss)—Three and Nine Months Ended September 30, 2014 and 2013</a>	4
<a href="#">Condensed Consolidated Statement of Stockholders' Equity—Nine Months Ended September 30, 2014</a>	5
<a href="#">Condensed Consolidated Statements of Cash Flows—Nine Months Ended September 30, 2014 and 2013</a>	6
<a href="#">Notes to Condensed Consolidated Financial Statements</a>	7
Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	21
Item 3. <a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	48
Item 4. <a href="#">Controls and Procedures</a>	48
<b>PART II—OTHER INFORMATION</b>	
Item 1. <a href="#">Legal Proceedings</a>	49
Item 1A. <a href="#">Risk Factors</a>	49
Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	49
Item 3. <a href="#">Defaults Upon Senior Securities</a>	49
Item 4. <a href="#">Mine Safety Disclosures</a>	49
Item 5. <a href="#">Other Information</a>	49
Item 6. <a href="#">Exhibits</a>	50
<a href="#">SIGNATURE</a>	52

**PART I—FINANCIAL INFORMATION**

**FTI Consulting, Inc. and Subsidiaries**

**Condensed Consolidated Balance Sheets**

(in thousands, except per share amounts)

**Item 1. Financial Statements**

	<u>September 30,</u> <u>2014</u> <u>(Unaudited)</u>	<u>December 31,</u> <u>2013</u>
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 178,778	\$ 205,833
Accounts receivable:		
Billed receivables	401,696	352,411
Unbilled receivables	305,572	233,307
Allowance for doubtful accounts and unbilled services	<u>(141,611)</u>	<u>(109,273)</u>
Accounts receivable, net	565,657	476,445
Current portion of notes receivable	28,757	33,093
Prepaid expenses and other current assets	54,045	61,800
Current portion of deferred tax assets	29,731	26,690
Total current assets	<u>856,968</u>	<u>803,861</u>
Property and equipment, net of accumulated depreciation	83,520	79,007
Goodwill	1,213,809	1,218,733
Other intangible assets, net of amortization	80,913	97,148
Notes receivable, net of current portion	126,561	108,298
Other assets	53,120	57,900
<b>Total assets</b>	<u>\$ 2,414,891</u>	<u>\$ 2,364,947</u>
<b>Liabilities and Stockholders' Equity</b>		
<b>Current liabilities</b>		
Accounts payable, accrued expenses and other	\$ 99,857	\$ 126,886
Accrued compensation	200,513	222,738
Current portion of long-term debt	6,000	6,014
Billings in excess of services provided	39,492	28,692
Total current liabilities	<u>345,862</u>	<u>384,330</u>
Long-term debt, net of current portion	705,000	711,000
Deferred income taxes	152,583	137,697
Other liabilities	98,147	89,661
<b>Total liabilities</b>	<u>1,301,592</u>	<u>1,322,688</u>
Commitments and contingent liabilities (notes 8, 10 and 11)		
<b>Stockholders' equity</b>		
Preferred stock, \$0.01 par value; shares authorized—5,000; none outstanding	—	—
Common stock, \$0.01 par value; shares authorized—75,000; shares issued and outstanding—41,027 (2014) and 40,526 (2013)	410	405
Additional paid-in capital	385,591	362,322
Retained earnings	788,507	730,621
Accumulated other comprehensive loss	<u>(61,209)</u>	<u>(51,089)</u>
<b>Total stockholders' equity</b>	<u>1,113,299</u>	<u>1,042,259</u>
<b>Total liabilities and stockholders' equity</b>	<u>\$ 2,414,891</u>	<u>\$ 2,364,947</u>

See accompanying notes to the condensed consolidated financial statements

**FTI Consulting, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Comprehensive Income (Loss)**  
(in thousands, except per share data)  
Unaudited

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2014	2013	2014	2013
<b>Revenues</b>	<u>\$451,178</u>	<u>\$414,643</u>	<u>\$1,331,054</u>	<u>\$1,236,434</u>
<b>Operating expenses</b>				
Direct cost of revenues	293,244	255,152	863,068	773,160
Selling, general and administrative expense	102,461	94,513	317,880	287,485
Special charges	5,347	10,419	14,711	10,846
Acquisition-related contingent consideration	257	630	(1,591)	(6,091)
Amortization of other intangible assets	3,398	5,776	11,466	17,293
Goodwill impairment charge	—	83,752	—	83,752
	<u>404,707</u>	<u>450,242</u>	<u>1,205,534</u>	<u>1,166,445</u>
<b>Operating income (loss)</b>	<u>46,471</u>	<u>(35,599)</u>	<u>125,520</u>	<u>69,989</u>
<b>Other income (expense)</b>				
Interest income and other	1,014	1,152	3,465	1,702
Interest expense	(12,634)	(12,814)	(38,197)	(38,600)
	<u>(11,620)</u>	<u>(11,662)</u>	<u>(34,732)</u>	<u>(36,898)</u>
<b>Income (loss) before income tax provision</b>	<u>34,851</u>	<u>(47,261)</u>	<u>90,788</u>	<u>33,091</u>
<b>Income tax provision</b>	<u>12,329</u>	<u>3,360</u>	<u>32,902</u>	<u>36,546</u>
<b>Net income (loss)</b>	<u>\$ 22,522</u>	<u>\$ (50,621)</u>	<u>\$ 57,886</u>	<u>\$ (3,455)</u>
<b>Earnings (loss) per common share—basic</b>	<u>\$ 0.57</u>	<u>\$ (1.29)</u>	<u>\$ 1.46</u>	<u>\$ (0.09)</u>
<b>Earnings (loss) per common share—diluted</b>	<u>\$ 0.55</u>	<u>\$ (1.29)</u>	<u>\$ 1.43</u>	<u>\$ (0.09)</u>
<b>Other comprehensive income (loss), net of tax:</b>				
Foreign currency translation adjustments, net of tax \$0	\$ (22,542)	\$ 17,115	\$ (10,120)	\$ (10,108)
<b>Total other comprehensive income (loss), net of tax</b>	<u>(22,542)</u>	<u>17,115</u>	<u>(10,120)</u>	<u>(10,108)</u>
<b>Comprehensive income (loss)</b>	<u>\$ (20)</u>	<u>\$ (33,506)</u>	<u>\$ 47,766</u>	<u>\$ (13,563)</u>

See accompanying notes to the condensed consolidated financial statements

**FTI Consulting, Inc. and Subsidiaries**  
**Condensed Consolidated Statement of Stockholders' Equity**  
(in thousands)  
Unaudited

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive (Loss)	Total
	Shares	Amount				
<b>Balance December 31, 2013</b>	40,526	\$ 405	\$362,322	\$730,621	\$ (51,089)	\$1,042,259
Net income	—	—	—	57,886	—	57,886
Other comprehensive income (loss):						
Cumulative translation adjustment	—	—	—	—	(10,120)	(10,120)
Issuance of common stock in connection with:						
Exercise of options, net of income tax benefit from share-based awards of \$323	232	2	5,165	—	—	5,167
Restricted share grants, less net settled shares of 159	269	3	(5,451)	—	—	(5,448)
Stock units issued under incentive compensation plan	—	—	1,674	—	—	1,674
Non-employee vesting of stock options	—	—	2,951	—	—	2,951
Share-based compensation	—	—	18,930	—	—	18,930
<b>Balance September 30, 2014</b>	<u>41,027</u>	<u>\$ 410</u>	<u>\$385,591</u>	<u>\$788,507</u>	<u>\$ (61,209)</u>	<u>\$1,113,299</u>

See accompanying notes to the condensed consolidated financial statements

**FTI Consulting, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)  
Unaudited

	Nine Months Ended	
	September 30,	
	2014	2013
<b>Operating activities</b>		
Net income (loss)	\$ 57,886	\$ (3,455)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	26,318	24,218
Amortization of other intangible assets	11,466	17,293
Goodwill impairment charge	—	83,752
Acquisition-related contingent consideration	(1,591)	(6,091)
Provision for doubtful accounts	11,896	10,404
Non-cash share-based compensation	18,930	22,544
Non-cash interest expense	2,020	2,024
Other	(358)	(286)
Changes in operating assets and liabilities, net of effects from acquisitions:		
Accounts receivable, billed and unbilled	(107,847)	(72,266)
Notes receivable	(18,266)	(9,644)
Prepaid expenses and other assets	7,099	(2,313)
Accounts payable, accrued expenses and other	10,538	16,822
Income taxes	8,315	12,989
Accrued compensation	(16,958)	13,198
Billings in excess of services provided	11,031	(5,383)
Net cash provided by operating activities	<u>20,479</u>	<u>103,806</u>
<b>Investing activities</b>		
Payments for acquisition of businesses, net of cash received	(15,684)	(40,766)
Purchases of property and equipment	(31,797)	(22,994)
Other	69	24
Net cash used in investing activities	<u>(47,412)</u>	<u>(63,736)</u>
<b>Financing activities</b>		
Payments of long-term debt	(6,014)	(6,000)
Purchase and retirement of common stock	(4,367)	(48,769)
Net issuance of common stock under equity compensation plans	(29)	6,208
Deposits	12,956	—
Other	(1,036)	(800)
Net cash provided by (used in) financing activities	<u>1,510</u>	<u>(49,361)</u>
Effect of exchange rate changes on cash and cash equivalents	(1,632)	432
Net decrease in cash and cash equivalents	(27,055)	(8,859)
Cash and cash equivalents, beginning of period	205,833	156,785
Cash and cash equivalents, end of period	<u>\$ 178,778</u>	<u>\$ 147,926</u>
<b>Supplemental cash flow disclosures</b>		
Cash paid for interest	\$ 25,323	\$ 25,129
Cash paid for income taxes, net of refunds	24,580	23,557
Non-cash investing and financing activities:		
Issuance of stock units under incentive compensation plans	1,674	3,005
Issuance of common stock to acquire businesses	—	2,883

See accompanying notes to the condensed consolidated financial statements

**FTI Consulting, Inc. and Subsidiaries**

**Notes to Condensed Consolidated Financial Statements**

(dollar and share amounts in tables expressed in thousands, except per share data)  
Unaudited

**1. Basis of Presentation and Significant Accounting Policies**

The unaudited condensed consolidated financial statements of FTI Consulting, Inc., including its consolidated subsidiaries (collectively, the “Company,” “we,” “our” or “FTI Consulting”) presented herein, have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) and under the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial information. Some of the information and footnote disclosures normally included in annual financial statements have been condensed or omitted pursuant to those rules and regulations. Certain prior period amounts have been reclassified to conform to the current period presentation. In management’s opinion, the interim financial statements reflect all adjustments that are necessary for a fair presentation of the results for the interim periods presented. All adjustments made were normal recurring accruals. Results of operations for the interim periods presented herein are not necessarily indicative of results of operations for a full year. These financial statements should be read in conjunction with the consolidated financial statements and the notes contained in our Annual Report on Form 10-K for the year ended December 31, 2013.

**2. Earnings (Loss) Per Common Share**

Basic earnings (loss) per common share are calculated by dividing net income (loss) by the weighted average number of common shares outstanding during the period. Diluted earnings per common share adjust basic earnings per common share for the effects of potentially dilutive common shares. Potentially dilutive common shares include the dilutive effects of shares issuable under our equity compensation plans, including stock options and restricted stock, each using the treasury stock method. Due to a net loss applicable to common stockholders, we excluded 1,150,404 potentially dilutive securities for the three months ended September 30, 2013 and 1,172,602 potentially dilutive securities for the nine months ended September 30, 2013, as their effect would be anti-dilutive.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Numerator—basic and diluted</b>				
Net income (loss)	\$22,522	\$(50,621)	\$57,886	\$(3,455)
<b>Denominator</b>				
Weighted average number of common shares outstanding—basic	39,789	39,094	39,637	39,212
Effect of dilutive stock options	414	—	353	—
Effect of dilutive restricted shares	616	—	618	—
Weighted average number of common shares outstanding—diluted	40,819	39,094	40,608	39,212
<b>Earnings (loss) per common share—basic</b>	<b>\$ 0.57</b>	<b>\$ (1.29)</b>	<b>\$ 1.46</b>	<b>\$ (0.09)</b>
<b>Earnings (loss) per common share—diluted</b>	<b>\$ 0.55</b>	<b>\$ (1.29)</b>	<b>\$ 1.43</b>	<b>\$ (0.09)</b>
<b>Antidilutive stock options and restricted shares</b>	<b>2,741</b>	<b>4,586</b>	<b>3,185</b>	<b>4,677</b>

### 3. New Accounting Standards Not Yet Adopted

In August 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (“ASU”) 2014-15, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern* (ASU 2014-15), to provide guidance on management’s responsibility in evaluating whether there is substantial doubt about a company’s ability to continue as a going concern and to provide related footnote disclosures. The new guidance is effective for annual periods ending after December 15, 2016 and interim periods thereafter, with early adoption permitted. The adoption of this ASU is not expected to have an impact on the Company’s consolidated financial position or results of operations.

In May 2014, the Financial Accounting Standards Board issued ASU 2014-09, *Revenue from Contracts with Customers*, or ASU 2014-09. ASU 2014-09 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This guidance is effective for interim and annual periods beginning after December 15, 2016 and early adoption is not permitted. Companies may use either a full retrospective or a modified retrospective approach to adopt this ASU. The Company is currently evaluating which transition approach to use and the impact of the adoption of this accounting standard update on its condensed consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*, or ASU 2014-08. ASU 2014-08 amends the criteria for reporting a discontinued operation. The amended guidance requires that a disposal representing a strategic shift that has (or will have) a major effect on an entity’s operations and financial results or a business activity classified as held for sale should be reported as discontinued operations. The amendments also expand the disclosure requirements for discontinued operations and add new disclosures for individually significant dispositions that do not qualify as discontinued operations. This guidance is effective for interim and annual periods beginning after December 15, 2014, with early adoption permitted. ASU 2014-08 would impact the Company’s consolidated results of operations and financial condition only in the instance of an event or transaction described above.

### 4. Special Charges

During the three months ended September 30, 2014, we recorded special charges of \$5.3 million. The special charges consisted of \$4.5 million contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments, related to the departures of the Company’s former Chief Financial Officer, former Executive Vice President and Chairman of North America and former Chairman of Europe the Middle East and Africa (“EMEA”) region, and \$0.8 million related to updated forecasts of expected sublease income for corporate and segment offices previously vacated.

During the nine months ended September 30, 2014, we recorded special charges of \$14.7 million. The special charges consisted of:

- \$4.5 million contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments, related to the departures of the Company’s former Chief Financial Officer, former Executive Vice President and Chairman of North America and former Chairman of the EMEA region.
- \$7.9 million related to the termination of the Company’s corporate airplane lease;
- \$2.3 million related to the closure of the Company’s former West Palm Beach executive office and related lease termination, and updated forecasts of expected sublease income for corporate and segment offices previously vacated. \$0.7 million of these charges were non-cash.



During the three and nine months ended September 30, 2013, we recorded special charges of \$10.4 million and \$10.8 million, respectively, of which \$3.1 million was non-cash. The charges primarily reflect actions we took to realign our workforce to address current business demands impacting our Corporate Finance/Restructuring and Forensic and Litigation Consulting segments and to reduce certain corporate overhead within our EMEA region. The special charges consisted of \$10.2 million of salary continuance and other contractual employee related costs associated with the reduction in workforce of 45 employees and \$0.6 million of costs to consolidate leased office space within one location and to adjust prior year special charges for changes to sublease terms and employee termination costs.

The following table details the special charges by segment for the three and nine months ended September 30, 2014 and 2013.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Corporate Finance/Restructuring	\$ 84	\$ 6,331	\$ 84	\$ 6,399
Forensic and Litigation Consulting	308	1,938	308	2,111
Economic Consulting	12	15	12	11
Technology	19	2	19	16
Strategic Communications	3	2	3	66
	426	8,288	426	8,603
Unallocated Corporate	4,921	2,131	14,285	2,243
<b>Total</b>	<b>\$5,347</b>	<b>\$10,419</b>	<b>\$14,711</b>	<b>\$10,846</b>

The total cash outflow associated with the special charges recorded in 2014, 2013 and 2012 is expected to be \$63.5 million, of which \$44.2 million has been paid as of September 30, 2014. Approximately \$2.1 million is expected to be paid during the remainder of 2014, \$5.1 million is expected to be paid in 2015, \$3.2 million is expected to be paid in 2016, \$3.1 million is expected to be paid in 2017, and the remaining balance of \$5.8 million will be paid from 2018 to 2025. A liability for the current and noncurrent portions of the amounts to be paid is included in "Accounts payable, accrued expenses and other" and "Other liabilities," respectively, on the Condensed Consolidated Balance Sheets.

Activity related to the liability for these costs for the nine months ended September 30, 2014 is as follows:

	Employee Termination Costs	Lease Costs	Total
<b>Balance at December 31, 2013</b>	\$ 19,965	\$ 6,096	\$ 26,061
Additions	5,510	9,580	15,090
Payments	(11,373)	(10,421)	(21,794)
Foreign currency translation adjustment and other	(74)	—	(74)
<b>Balance at September 30, 2014</b>	<b>\$ 14,028</b>	<b>\$ 5,255</b>	<b>\$ 19,283</b>

##### 5. Allowance for Doubtful Accounts and Unbilled Services

We record adjustments to the allowance for doubtful accounts and unbilled services as a reduction in revenue when there are changes in estimates of fee reductions that may be imposed by bankruptcy courts and other regulatory institutions, for both billed and unbilled receivables. The allowance for doubtful accounts and unbilled services is also adjusted after the related work has been billed to the client and we discover that collectability is not reasonably assured. These adjustments are recorded to "Selling, general and administrative expense" on the Condensed Consolidated Statements of Comprehensive Income (Loss) and totaled \$3.2 million and \$11.9 million for the three and nine months ended September 30, 2014, respectively, and \$2.9 million and \$10.4 million for the three and nine months ended September 30, 2013, respectively.

## 6. Research and Development Costs

Research and development costs related to software development totaled \$4.7 million and \$13.8 million for the three and nine months ended September 30, 2014, respectively, and \$4.2 million and \$11.7 million for the three and nine months ended September 30, 2013, respectively. Research and development costs are included in “Selling, general and administrative expense” on the Condensed Consolidated Statements of Comprehensive Income (Loss).

## 7. Financial Instruments

### *Fair Value of Financial Instruments*

We consider the recorded value of certain financial assets and liabilities, which consist primarily of cash equivalents, accounts receivable and accounts payable, to approximate the fair value of the respective assets and liabilities at September 30, 2014 and December 31, 2013, based on the short-term nature of the assets and liabilities. The fair value of our long-term debt at September 30, 2014 was \$735.0 million compared to a carrying value of \$711.0 million. At December 31, 2013, the fair value of our long-term debt was \$752.8 million compared to a carrying value of \$717.0 million. We determine the fair value of our long-term debt primarily based on quoted market prices for our 6<sup>3</sup>/<sub>4</sub>% Senior Notes Due 2020 (“2020 Notes”) and 6.0% Senior Notes Due 2022 (“2022 Notes”). The fair value of our long-term debt is classified within Level 2 of the fair value hierarchy, because it is traded in less active markets.

For business combinations consummated on or after January 1, 2009, we estimate the fair value of acquisition-related contingent consideration based on the present value of the consideration expected to be paid during the remainder of the earnout period, based on management’s assessment of the acquired operations’ forecasted earnings. This fair value measure is based on significant inputs not observed in the market and thus represents a Level 3 measurement. Fair value measurements characterized within Level 3 of the fair value hierarchy are measured based on unobservable inputs that are supported by little or no market activity and reflect our own assumptions in measuring fair value.

The significant unobservable inputs used in the fair value measurements of our acquisition-related contingent consideration include our measures of the future profitability and related cash flows of the acquired business or assets, impacted by appropriate discount rates. Significant increases (decreases) in any of these inputs in isolation would result in a significantly lower (higher) fair value measurement. Generally, a change in the assumptions used for the discount rates is accompanied by a directionally opposite change in the fair value measurement and a change in the assumptions used for the future cash flows is accompanied by a directionally similar change in the fair value measurement. The fair value of the contingent consideration is reassessed on a quarterly basis by the Company using additional information as it becomes available.

Any change in the fair value of an acquisition’s contingent consideration liability results in a remeasurement gain or loss that is recorded as income or expense, respectively, and is included within “Acquisition-related contingent consideration” in the Condensed Consolidated Statements of Comprehensive Income (Loss). During the nine months ended September 30, 2014, management determined that the fair value of the contingent consideration liability for certain of its acquisitions had declined and recorded a remeasurement gain of \$2.4 million compared to a remeasurement gain of \$8.2 million for the nine months ended September 30, 2013. There was no remeasurement gain or loss for the three months ended September 30, 2014, or three months ended September 30, 2013.

Accretion expense for acquisition-related contingent consideration totaled \$0.3 million and \$0.8 million for the three and nine months ended September 30, 2014, respectively, and \$0.6 million and \$2.1 million for the three and nine months ended September 30, 2013, respectively.

The following table represents the changes in the acquisition-related contingent consideration liability during the three and nine months ended September 30, 2014 and 2013:

(in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Beginning balance</b>	\$6,601	\$13,285	\$13,329	\$16,426
Acquisition <sup>(1)</sup>	—	(206)	(4,495)	4,323
Accretion of acquisition-related contingent consideration	257	630	792	2,125
Remeasurement of acquisition-related contingent consideration	—	—	(2,383)	(8,216)
Payments	(200)	(166)	(578)	(401)
Unrealized gains (losses) related to currency translation in other comprehensive income	—	73	(7)	(641)
<b>Ending balance</b>	<u>\$6,658</u>	<u>\$13,616</u>	<u>\$ 6,658</u>	<u>\$13,616</u>

<sup>(1)</sup> Includes adjustments during the purchase price allocation period.

## 8. Acquisitions

Certain purchase price allocations were preliminary at December 31, 2013. For these acquisitions, we recorded \$4.7 million of acquisition related contingent consideration, \$9.5 million of identifiable intangible assets, \$1.2 million of deferred taxes and \$10.1 million of goodwill in the year ended December 31, 2013. During the first and second quarter of 2014 we finalized the purchase price allocations and recorded adjustments to the preliminary purchase price for certain acquisitions completed during the fourth quarter of 2013. These adjustments were immaterial; therefore no retrospective adjustments were made to the fair value of the assets acquired and liabilities assumed in the Condensed Consolidated Balance Sheet as of December 31, 2013.

## 9. Goodwill and Other Intangible Assets

The changes in the carrying amounts of goodwill by operating segment for the nine months ended September 30, 2014, are as follows:

	Corporate Finance/ Restructuring	Forensic and Litigation Consulting	Economic Consulting	Technology	Strategic Communications	Total
<b>Balances at December 31, 2013:</b>						
Goodwill	\$ 449,710	\$ 241,651	\$263,474	\$118,073	\$ 339,964	\$1,412,872
Accumulated goodwill impairment	—	—	—	—	(194,139)	(194,139)
<b>Goodwill, net at December 31, 2013</b>	<u>449,710</u>	<u>241,651</u>	<u>263,474</u>	<u>118,073</u>	<u>145,825</u>	<u>1,218,733</u>
Acquisitions <sup>(1)</sup>	—	(224)	—	—	—	(224)
Foreign currency translation adjustment and other	(1,280)	(1,306)	(326)	(28)	(1,760)	(4,700)
Goodwill	448,430	240,121	263,148	118,045	338,204	1,407,948
Accumulated goodwill impairment	—	—	—	—	(194,139)	(194,139)
<b>Goodwill, net at September 30, 2014</b>	<u>\$ 448,430</u>	<u>\$ 240,121</u>	<u>\$263,148</u>	<u>\$118,045</u>	<u>\$ 144,065</u>	<u>\$1,213,809</u>

<sup>(1)</sup> Includes adjustments during the purchase price measurement period.

Other intangible assets with finite lives are amortized over their estimated useful lives. For intangible assets with finite lives, we recorded amortization expense of \$3.4 million and \$11.5 million for the three and nine months ended September 30, 2014, respectively, and \$5.8 million and \$17.3 million for the three and nine months ended September 30, 2013, respectively. Based solely on the amortizable intangible assets recorded as of September 30, 2014, we estimate amortization expense to be \$3.2 million during the remainder of 2014, \$11.9 million in 2015, \$10.7 million in 2016, \$10.0 million in 2017, \$8.4 million in 2018, \$7.7 million in 2019, and \$23.4 million in years after 2019. Actual amortization expense to be reported in future periods could differ from these estimates as a result of new intangible asset acquisitions, finalization of asset valuations for newly acquired assets, changes in useful lives, changes in value due to foreign currency translation, and other factors.

## 10. Debt

The components of debt obligations are presented in the table below:

	September 30, 2014	December 31, 2013
6 <sup>3</sup> / <sub>4</sub> % senior notes due 2020	\$ 400,000	\$ 400,000
6.0% senior notes due 2022	300,000	300,000
Notes payable to former shareholders of acquired businesses	11,000	17,000
Other	—	14
<b>Total debt</b>	<b>711,000</b>	<b>717,014</b>
Less current portion	6,000	6,014
<b>Long-term debt, net of current portion</b>	<b>705,000</b>	<b>711,000</b>

There were no borrowings outstanding under the Company's senior secured bank credit facility as of September 30, 2014.

## 11. Commitments and Contingencies

### Contingencies

We are subject to legal actions arising in the ordinary course of business. In management's opinion, we believe we have adequate legal defenses and/or insurance coverage with respect to the resolutions of such actions. We do not believe any potential settlement or judgment would materially affect our financial position or results of operations.

## 12. Share-Based Compensation

### Share-based Awards and Share-based Compensation Expense

Our officers, employees, non-employee directors and certain individual service providers are eligible to participate in the Company's equity compensation plans, subject to the discretion of the administrator of the plans. During the three months ended September 30, 2014, we granted 223,944 stock options and 49,124 restricted stock awards. During the nine months ended September 30, 2014, we granted 594,943 stock options, 422,269 restricted stock awards and 84,554 restricted stock units. These awards are recorded as equity on the Condensed Consolidated Balance Sheet. During the three months ended September 30, 2014, 88,705 performance stock awards and 34,693 restricted stock awards were forfeited prior to the completion of the vesting requirements.

On April 1, 2014, certain executive officers of the Company were granted an aggregate of 234,536 cash-settled awards under the Company's 2014 executive officer long-term incentive program. These awards include 97,752 cash-settled stock appreciation rights (the "Executive SARs") and 36,851 cash-settled units, which vest

pro rata on the first through third anniversaries of the date of grant, and 99,933 cash-settled performance units. The Executive SARs expire ten years from the date of grant. The cash-settled performance units are, subject to performance conditions based on the adjusted total shareholder return of the Company as compared to the adjusted total shareholder return of the adjusted S&P 500 for the three-year period ending March 31, 2017. The Executive 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 Executive SAR is exercised and (ii) the excess of (A) the closing price per share as reported on the New York Stock Exchange (the "NYSE") of a share of our common stock as of the date of exercise over (B) the exercise price of such Executive SAR. The cash-settled units and performance units will have a value equivalent to the closing price per share of our common stock as reported on the NYSE for the applicable vesting or performance measurement date, as the case may be. As these awards will be settled in cash, they have been recorded as liabilities and are included in "Other Liabilities" on the Company's Condensed Consolidated Balance Sheet at fair value. Subsequent changes in the fair value of these awards will be included in the related share-based compensation expense recorded over the vesting period. During the three months ended September 30, 2014, 34,842 Executive SARs, 13,134 cash-settled units and 35,620 cash-settled performance units were forfeited prior to the completion of the vesting requirements.

Total share-based compensation expense, net of forfeitures, for the three and nine months ended September 30, 2014 and 2013 is detailed in the following table:

<u>Comprehensive Income (Loss) Statement Classification</u>	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Direct cost of revenues	\$ 2,654	\$ 2,532	\$12,024	\$13,231
Selling, general and administrative expense	2,146	2,680	8,173	9,180
Special charges <sup>(1)</sup>	(994)	209	(994)	209
Total share-based compensation expense	<u>\$ 3,806</u>	<u>\$ 5,421</u>	<u>\$19,203</u>	<u>\$22,620</u>

<sup>(1)</sup> Special charges of \$0.2 million equity award expense acceleration are net of forfeitures of \$1.2 million for the three and nine months ended September 30, 2014.

### 13. Income Taxes

The Company has estimated its annual effective tax rate for the full fiscal year 2014 and applied that rate to its income before income taxes in determining its provision for income taxes for the three and nine months ended September 30, 2014. The Company also records discrete items in each respective period as appropriate.

The effective tax rate for the three months ended September 30, 2014 is 35.4%. For the three months ended September 30, 2014, there were no discrete items recorded. The effective tax rate for the three months ended September 30, 2013 was not meaningful due to the impact of the non-deductible goodwill impairment charge of \$83.8 million. The effective tax rate for the three months ended September 30, 2013, excluding the impact of the goodwill impairment charge, and a discrete item related to the settlement of a foreign audit would have been 38.0%.

The effective tax rate for the nine months ended September 30, 2014 is 36.2%. For the nine months ended September 30, 2014, the effective tax rate was not materially impacted by discrete items recorded. The effective tax rate for the nine months ended September 30, 2013 was not meaningful due to the impact of the non-deductible goodwill impairment charge of \$83.8 million. For the nine months ended September 30, 2013, we recorded a deferred tax valuation reserve related to foreign tax credits, primarily due to lower forecasted foreign earnings, resulting in a discrete increase to the income tax provision in the amount of \$6.9 million. We also recognized the impact of a discrete benefit related to the favorable resolution of an income tax contingency in the amount of \$2.2 million. Excluding the impact of this discrete item and the non-deductible goodwill impairment charge, the effective tax rate for the nine months ended September 30, 2013 would have been 36.4%.

During the second quarter of 2013, we determined that certain deferred tax assets associated with U.S. future foreign tax credits no longer met the “more-likely-than-not” test regarding the realization of those assets primarily due to lower forecasted foreign earnings. Accordingly, the Company increased the valuation allowance against its U.S. future foreign tax credit assets, resulting in a discrete adjustment to the income tax provision in the amount of \$6.9 million for the nine months ended September 30, 2013. As of September 30, 2014 and December 31, 2013, valuation allowances of \$9.8 million and \$10.2 million, respectively, were recorded against the Company’s net deferred tax assets. During the nine months ended September 30, 2014, the company decreased its valuation allowance on its foreign deferred tax assets by \$0.4 million associated with future foreign tax credits and foreign net operating loss carry forwards. As of September 30, 2013, valuation allowances of \$9.5 million were recorded.

As of September 30, 2014, all of the Company’s undistributed non-U.S. subsidiary earnings are considered indefinitely invested. Accordingly, as of September 30, 2014, we have not provided for deferred taxes on \$22.5 million of the undistributed non-U.S. subsidiary earnings. A deferred tax liability will be recognized if and when the Company is no longer able to demonstrate that it plans to indefinitely reinvest undistributed earnings. If these earnings were repatriated, the Company would be subject to U.S. income taxes. The amount of the unrecognized deferred U.S. income tax liability associated with the indefinitely reinvested undistributed earnings is estimated to be approximately \$7.9 million as of September 30, 2014.

As of September 30, 2014 and December 31, 2013, the liability for uncertain tax positions was \$2.2 million and \$2.9 million, respectively. During the first nine months of 2014, the Company effectively settled certain prior year tax matters. As a result, the Company reversed approximately \$1.2 million of its liability for uncertain tax positions.

#### **14. Stockholder’s Equity**

On June 6, 2012, our Board of Directors authorized a two-year stock repurchase program of up to \$250.0 million (the “2012 Repurchase Program”). During the year ended December 31, 2013, we repurchased and retired 1,956,900 shares of our common stock for an average price per share of \$36.35, at a cost of \$71.1 million, of which \$4.4 million was accrued and included in the Condensed Consolidated Balance Sheet, and \$66.7 million was paid at December 31, 2013. In January 2014, we paid the balance due of \$4.4 million on our 2013 share repurchases. No shares were repurchased during the nine months ended September 30, 2014. The 2012 Repurchase Program expired on June 5, 2014.

#### **15. Segment Reporting**

We manage our business in five reportable segments: Corporate Finance/Restructuring, Forensic and Litigation Consulting, Economic Consulting, Technology and Strategic Communications.

Our Corporate Finance/Restructuring segment focuses on strategic, operational, financial and capital needs of businesses around the world and provides consulting and advisory services on a wide range of areas, such as restructuring (including bankruptcy), interim management, financings, mergers and acquisitions, post-acquisition integration, valuations, tax issues and performance improvement.

Our Forensic and Litigation Consulting segment provides law firms, companies, government clients and other interested parties with dispute advisory, investigations, forensic accounting, business intelligence assessments, data analytics, risk mitigation services as well as interim management and performance improvement services for our health solutions practice clients.

Our Economic Consulting segment provides law firms, companies, government entities and other interested parties with analysis of complex economic issues for use in legal, regulatory and international arbitration proceedings, strategic decision making and public policy debates in the U.S. and around the world.

Our Technology segment provides electronic discovery and information management consulting, software and services to its clients. It provides products, services and consulting to companies, law firms, courts and government agencies worldwide. Its comprehensive suite of software and services help clients locate, review and produce electronically stored information, including e-mail, computer files, voicemail, instant messaging, and financial and transactional data.

Our Strategic Communications segment provides advice and consulting services relating to financial and corporate communications and investor relations, reputation management and brand communications, public affairs, business consulting and digital design and marketing.

We evaluate the performance of our operating segments based on Adjusted Segment EBITDA. Beginning with the quarter ended March 31, 2014, the definition of Adjusted Segment EBITDA has been updated to exclude the impact of changes in the fair value of acquisition-related contingent consideration liabilities. Prior period amounts have been reclassified to conform to the current period's presentation.

We define Adjusted Segment EBITDA as a segment's share of consolidated operating income before depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. We define Total Adjusted Segment EBITDA as the total of Adjusted Segment EBITDA for all segments, which excludes unallocated corporate expenses. Although Adjusted Segment EBITDA is not a measure of financial condition or performance determined in accordance with GAAP, we use Adjusted Segment EBITDA to internally evaluate the financial performance of our segments because we believe it is a useful supplemental measure which reflects current core operating performance and provides an indicator of the segment's ability to generate cash.

The table below presents revenues and Adjusted Segment EBITDA for our reportable segments for the three and nine months ended September 30, 2014 and 2013:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Revenues</b>				
Corporate Finance/Restructuring	\$ 100,041	\$ 93,981	\$ 298,043	\$ 289,775
Forensic and Litigation Consulting	121,732	113,068	362,242	318,912
Economic Consulting	120,494	113,069	344,572	339,277
Technology	62,359	51,201	183,142	149,101
Strategic Communications	46,552	43,324	143,055	139,369
Revenues	<u>\$ 451,178</u>	<u>\$ 414,643</u>	<u>\$ 1,331,054</u>	<u>\$ 1,236,434</u>
<b>Adjusted Segment EBITDA</b>				
Corporate Finance/Restructuring	\$ 15,534	\$ 19,402	\$ 45,618	\$ 56,335
Forensic and Litigation Consulting	22,260	25,362	71,025	56,925
Economic Consulting	18,426	23,225	49,499	70,222
Technology	17,835	15,381	50,287	45,985
Strategic Communications	6,605	4,036	15,168	12,809
Total Adjusted Segment EBITDA	<u>\$ 80,660</u>	<u>\$ 87,406</u>	<u>\$ 231,597</u>	<u>\$ 242,276</u>

The table below reconciles Total Adjusted Segment EBITDA to income before income tax provision:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Total Adjusted Segment EBITDA	\$ 80,660	\$ 87,406	\$231,597	\$242,276
Segment depreciation expense	(7,293)	(7,112)	(22,353)	(20,932)
Amortization of other intangible assets	(3,398)	(5,776)	(11,466)	(17,293)
Special charges	(5,347)	(10,419)	(14,711)	(10,846)
Goodwill impairment charge	—	(83,752)	—	(83,752)
Unallocated corporate expenses, excluding special charges	(18,151)	(15,946)	(59,930)	(47,680)
Interest income and other	1,014	1,152	3,465	1,702
Interest expense	(12,634)	(12,814)	(38,197)	(38,600)
Remeasurement of acquisition-related contingent consideration	—	—	2,383	8,216
Income (loss) before income tax provision	<u>\$ 34,851</u>	<u>\$ (47,261)</u>	<u>\$ 90,788</u>	<u>\$ 33,091</u>

#### 16. Supplemental Condensed Consolidating Guarantor and Non-Guarantor Financial Information

Substantially all of our domestic subsidiaries are guarantors of borrowings under our senior bank credit facility and 2020 Notes and 2022 Notes (collectively, the “Senior Notes”). The guarantees are full and unconditional and joint and several. All of the guarantors are 100%-owned, direct or indirect, subsidiaries. The following financial information presents condensed consolidating balance sheets, statements of comprehensive income and statements of cash flows for FTI Consulting, all the guarantor subsidiaries, all the non-guarantor subsidiaries and the eliminations necessary to arrive at the consolidated information for FTI Consulting and its subsidiaries. For purposes of this presentation, we have accounted for our investments in our subsidiaries using the equity method of accounting. The principal eliminating entries eliminate investment in subsidiary and intercompany balances and transactions.



**Condensed Consolidating Balance Sheet Information as of September 30, 2014**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Assets</b>					
Cash and cash equivalents	\$ 96,462	\$ 163	\$ 82,153	\$ —	\$ 178,778
Accounts receivable, net	175,246	196,548	193,863	—	565,657
Intercompany receivables	—	826,971	15,681	(842,652)	—
Other current assets	66,311	22,288	23,934	—	112,533
<b>Total current assets</b>	338,019	1,045,970	315,631	(842,652)	856,968
Property and equipment, net	33,629	16,320	33,571	—	83,520
Goodwill	559,318	408,903	245,588	—	1,213,809
Other intangible assets, net	30,845	17,523	58,013	(25,468)	80,913
Investments in subsidiaries	1,875,192	503,249	—	(2,378,441)	—
Other assets	63,043	78,844	37,794	—	179,681
<b>Total assets</b>	\$ 2,900,046	\$ 2,070,809	\$ 690,597	\$ (3,246,561)	\$ 2,414,891
<b>Liabilities</b>					
Intercompany payables	\$ 736,122	\$ 56,574	\$ 49,956	\$ (842,652)	\$ —
Other current liabilities	144,005	102,379	99,478	—	345,862
<b>Total current liabilities</b>	880,127	158,953	149,434	(842,652)	345,862
Long-term debt, net	700,000	5,000	—	—	705,000
Other liabilities	206,620	14,161	29,949	—	250,730
<b>Total liabilities</b>	1,786,747	178,114	179,383	(842,652)	1,301,592
<b>Stockholders' equity</b>	1,113,299	1,892,695	511,214	(2,403,909)	1,113,299
<b>Total liabilities and stockholders' equity</b>	\$ 2,900,046	\$ 2,070,809	\$ 690,597	\$ (3,246,561)	\$ 2,414,891

**Condensed Consolidating Balance Sheet Information as of December 31, 2013**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Assets</b>					
Cash and cash equivalents	\$ 111,943	\$ 494	\$ 93,396	\$ —	\$ 205,833
Accounts receivable, net	154,357	162,505	159,583	—	476,445
Intercompany receivables	—	820,158	18,881	(839,039)	—
Other current assets	68,292	20,932	32,359	—	121,583
<b>Total current assets</b>	334,592	1,004,089	304,219	(839,039)	803,861
Property and equipment, net	31,304	19,047	28,656	—	79,007
Goodwill	559,820	408,903	250,010	—	1,218,733
Other intangible assets, net	33,746	19,534	72,221	(28,353)	97,148
Investments in subsidiaries	1,772,130	498,001	—	(2,270,131)	—
Other assets	75,561	56,949	33,688	—	166,198
<b>Total assets</b>	\$ 2,807,153	\$ 2,006,523	\$ 688,794	\$ (3,137,523)	\$ 2,364,947
<b>Liabilities</b>					
Intercompany payables	\$ 709,628	\$ 74,813	\$ 54,598	\$ (839,039)	\$ —
Other current liabilities	154,049	114,883	115,398	—	384,330
<b>Total current liabilities</b>	863,677	189,696	169,996	(839,039)	384,330
Long-term debt, net	700,000	11,000	—	—	711,000
Other liabilities	201,217	15,009	11,132	—	227,358
<b>Total liabilities</b>	1,764,894	215,705	181,128	(839,039)	1,322,688
<b>Stockholders' equity</b>	1,042,259	1,790,818	507,666	(2,298,484)	1,042,259
<b>Total liabilities and stockholders' equity</b>	\$ 2,807,153	\$ 2,006,523	\$ 688,794	\$ (3,137,523)	\$ 2,364,947

**Condensed Consolidating Statement of Comprehensive Income for the Three Months Ended  
September 30, 2014**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Revenues</b>	\$ 157,285	\$ 268,949	\$ 127,813	\$ (102,869)	\$ 451,178
<b>Operating expenses</b>					
Direct cost of revenues	101,646	210,283	83,910	(102,595)	293,244
Selling, general and administrative expense	40,185	30,033	32,517	(274)	102,461
Special charges	4,235	30	1,082	—	5,347
Acquisition-related contingent consideration	65	192	—	—	257
Amortization of other intangible assets	1,038	641	2,675	(956)	3,398
<b>Operating income</b>	10,116	27,770	7,629	956	46,471
<b>Other (expense) income</b>	(12,926)	(1,743)	3,049	—	(11,620)
<b>Income (loss) before income tax provision</b>	(2,810)	26,027	10,678	956	34,851
<b>Income tax (benefit) provision</b>	(810)	11,519	1,620	—	12,329
<b>Equity in net earnings of subsidiaries</b>	24,522	8,972	—	(33,494)	—
<b>Net income</b>	<u>22,522</u>	<u>23,480</u>	<u>9,058</u>	<u>(32,538)</u>	<u>22,522</u>
<b>Other comprehensive income, net of tax:</b>					
Foreign currency translation adjustments, net of tax \$0	—	—	(22,542)	—	(22,542)
<b>Total other comprehensive income, net of tax</b>	—	—	(22,542)	—	(22,542)
<b>Comprehensive income</b>	<u>\$ 22,522</u>	<u>\$ 23,480</u>	<u>\$ (13,484)</u>	<u>\$ (32,538)</u>	<u>\$ (20)</u>

**Condensed Consolidating Statement of Comprehensive Income for the Three Months Ended  
September 30, 2013**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Revenues</b>	\$ 149,176	\$ 243,186	\$ 111,867	\$ (89,586)	\$ 414,643
<b>Operating expenses</b>					
Direct cost of revenues	89,410	181,561	73,678	(89,497)	255,152
Selling, general and administrative expense	37,470	28,279	28,853	(89)	94,513
Special Charges	6,447	8	3,964	—	10,419
Acquisition-related contingent consideration	152	229	249	—	630
Amortization of other intangible assets	1,089	2,689	2,807	(809)	5,776
Goodwill impairment charge	—	30,321	53,431	—	83,752
<b>Operating income (loss)</b>	14,608	99	(51,115)	809	(35,599)
<b>Other (expense) income</b>	(13,468)	(1,165)	2,971	—	(11,662)
<b>Income (loss) before income tax provision</b>	1,140	(1,066)	(48,144)	809	(47,261)
<b>Income tax (benefit) provision</b>	(3,530)	14,070	(7,180)	—	3,360
<b>Equity in net earnings of subsidiaries</b>	(55,291)	(42,632)	—	97,923	—
<b>Net income</b>	<u>(50,621)</u>	<u>(57,768)</u>	<u>(40,964)</u>	<u>98,732</u>	<u>(50,621)</u>
<b>Other comprehensive loss, net of tax:</b>					
Foreign currency translation adjustments, net of tax \$0	(61)	—	17,176	—	17,115
<b>Total other comprehensive income, net of tax</b>	(61)	—	17,176	—	17,115
<b>Comprehensive income</b>	<u>\$ (50,682)</u>	<u>\$ (57,768)</u>	<u>\$ (23,788)</u>	<u>\$ 98,732</u>	<u>\$ (33,506)</u>

**Condensed Consolidating Statement of Comprehensive Income for the Nine Months Ended  
September 30, 2014**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Revenues</b>	\$ 463,774	\$ 790,361	\$ 380,145	\$ (303,226)	\$1,331,054
<b>Operating expenses</b>					
Direct cost of revenues	299,718	616,437	249,206	(302,293)	863,068
Selling, general and administrative expense	131,347	88,610	98,856	(933)	317,880
Special charges	13,599	30	1,082	—	14,711
Acquisition-related contingent consideration	(531)	(211)	(849)	—	(1,591)
Amortization of other intangible assets	3,197	2,011	9,143	(2,885)	11,466
<b>Operating income</b>	16,444	83,484	22,707	2,885	125,520
<b>Other (expense) income</b>	(38,502)	(5,978)	9,748	—	(34,732)
<b>Income (loss) before income tax provision</b>	(22,058)	77,506	32,455	2,885	90,788
<b>Income tax (benefit) provision</b>	(8,515)	34,423	6,994	—	32,902
<b>Equity in net earnings of subsidiaries</b>	71,429	23,662	—	(95,091)	—
<b>Net income</b>	57,886	66,745	25,461	(92,206)	57,886
<b>Other comprehensive income (loss), net of tax:</b>					
Foreign currency translation adjustments, net of tax \$0	—	—	(10,120)	—	(10,120)
<b>Total other comprehensive income, net of tax</b>	—	—	(10,120)	—	(10,120)
<b>Comprehensive income</b>	\$ 57,886	\$ 66,745	\$ 15,341	\$ (92,206)	\$ 47,766

**Condensed Consolidating Statement of Comprehensive Income for Nine Months Ended  
September 30, 2013**

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
<b>Revenues</b>	\$ 444,526	\$ 744,241	\$ 333,428	\$ (285,761)	\$1,236,434
<b>Operating expenses</b>					
Direct cost of revenues	283,028	561,434	212,376	(283,678)	773,160
Selling, general and administrative expense	118,941	84,869	85,758	(2,083)	287,485
Special charges	6,770	112	3,964	—	10,846
Acquisition-related contingent consideration	331	424	(6,846)	—	(6,091)
Amortization of other intangible assets	3,411	7,637	8,636	(2,391)	17,293
Goodwill impairment charge	—	30,321	53,431	—	83,752
<b>Operating income</b>	32,045	59,444	(23,891)	2,391	69,989
<b>Other (expense) income</b>	(45,181)	(634)	8,917	—	(36,898)
<b>Income (loss) before income tax provision</b>	(13,136)	58,810	(14,974)	2,391	33,091
<b>Income tax (benefit) provision</b>	(10,751)	48,132	(835)	—	36,546
<b>Equity in net earnings of subsidiaries</b>	(1,070)	(18,518)	—	19,588	—
<b>Net income</b>	(3,455)	(7,840)	(14,139)	21,979	(3,455)
<b>Other comprehensive income, net of tax:</b>					
Foreign currency translation adjustments, net of tax \$0	(61)	—	(10,047)	—	(10,108)
<b>Total other comprehensive income, net of tax</b>	(61)	—	(10,047)	—	(10,108)
<b>Comprehensive income</b>	\$ (3,516)	\$ (7,840)	\$ (24,186)	\$ 21,979	\$ (13,563)

**Condensed Consolidating Statement of Cash Flows for the Nine Months Ended September 30, 2014**

	<u>FTI Consulting, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Consolidated</u>
<b>Operating activities</b>				
Net cash used in operating activities	\$ (12,091)	\$ 40,238	\$ (7,668)	\$ 20,479
<b>Investing activities</b>				
Payments for acquisition of businesses, net of cash received	(14,729)	—	(955)	(15,684)
Purchases of property and equipment	(10,988)	(9,197)	(11,612)	(31,797)
Other	2	—	67	69
Net cash used in investing activities	<u>(25,715)</u>	<u>(9,197)</u>	<u>(12,500)</u>	<u>(47,412)</u>
<b>Financing activities</b>				
Payments of long-term debt	—	(6,000)	(14)	(6,014)
Purchase and retirement of common stock	(4,367)	—	—	(4,367)
Net issuance of common stock under equity compensation plans	(29)	—	—	(29)
Deposits	—	—	12,956	12,956
Other	226	(319)	(943)	(1,036)
Intercompany transfers	26,495	(25,053)	(1,442)	—
Net cash (used in) provided by financing activities	<u>22,325</u>	<u>(31,372)</u>	<u>10,557</u>	<u>1,510</u>
Effect of exchange rate changes on cash and cash equivalents	—	—	(1,632)	(1,632)
<b>Net decrease in cash and cash equivalents</b>	<b>(15,481)</b>	<b>(331)</b>	<b>(11,243)</b>	<b>(27,055)</b>
<b>Cash and cash equivalents, beginning of period</b>	<b>111,943</b>	<b>494</b>	<b>93,396</b>	<b>205,833</b>
<b>Cash and cash equivalents, end of period</b>	<b><u>\$ 96,462</u></b>	<b><u>\$ 163</u></b>	<b><u>\$ 82,153</u></b>	<b><u>\$ 178,778</u></b>

**Condensed Consolidating Statement of Cash Flows for the Nine Months Ended September 30, 2013**

	<u>FTI Consulting, Inc.</u>	<u>Guarantor Subsidiaries</u>	<u>Non-Guarantor Subsidiaries</u>	<u>Consolidated</u>
<b>Operating activities</b>				
Net cash (used in) provided by operating activities	\$ (37,182)	\$ 111,908	\$ 29,080	103,806
<b>Investing activities</b>				
Payments for acquisition of businesses, net of cash received	(11,855)	(7,157)	(21,754)	(40,766)
Purchases of property and equipment	(2,092)	(16,064)	(4,838)	(22,994)
Other	24	—	—	24
Net cash used in investing activities	<u>(13,923)</u>	<u>(23,221)</u>	<u>(26,592)</u>	<u>(63,736)</u>
<b>Financing activities</b>				
Payments of long-term debt	—	(6,000)	—	(6,000)
Purchase and retirement of common stock	(48,769)	—	—	(48,769)
Net issuance of common stock under equity compensation plans	6,208	—	—	6,208
Other	229	—	(1,029)	(800)
Intercompany transfers	91,226	(82,938)	(8,288)	—
Net cash provided by (used in) financing activities	<u>48,894</u>	<u>(88,938)</u>	<u>(9,317)</u>	<u>(49,361)</u>
Effect of exchange rate changes on cash and cash equivalents	—	—	432	432
<b>Net decrease in cash and cash equivalents</b>	<b>(2,211)</b>	<b>(251)</b>	<b>(6,397)</b>	<b>(8,859)</b>
<b>Cash and cash equivalents, beginning of period</b>	<b>66,663</b>	<b>610</b>	<b>89,512</b>	<b>156,785</b>
<b>Cash and cash equivalents, end of period</b>	<b><u>\$ 64,452</u></b>	<b><u>\$ 359</u></b>	<b><u>\$ 83,115</u></b>	<b><u>\$ 147,926</u></b>

## Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following is a discussion and analysis of our consolidated financial condition and results of operations for the three and nine months ended September 30, 2014 and 2013 and significant factors that could affect our prospective financial condition and results of operations. This discussion should be read together with the accompanying unaudited condensed consolidated financial statements and related notes and with our Annual Report on Form 10-K for the year ended December 31, 2013. Historical results and any discussion of prospective results may not indicate our future performance. See “—Forward-Looking Statements.”

### BUSINESS OVERVIEW

We are a leading global business advisory firm dedicated to helping organizations protect and enhance their enterprise value. We work closely with our clients to help them anticipate, understand, manage and overcome complex business matters arising from such factors as the economy, financial and credit markets, governmental regulation, legislation and litigation. We assist clients in addressing a broad range of business challenges, such as restructuring (including bankruptcy), financing and credit issues and indebtedness, interim business management, forensic accounting and litigation matters, international arbitrations, mergers and acquisitions (“M&A”), antitrust and competition matters, securities litigation, electronic discovery (“e-discovery”), management and retrieval of electronically stored information (“ESI”), reputation management and strategic communications. We also provide services to help our clients take advantage of economic, regulatory, financial and other business opportunities. Our experienced teams of professionals include many individuals who are widely recognized as experts in their respective fields. We believe clients retain us because of our recognized expertise and capabilities in highly specialized areas as well as our reputation for satisfying client needs.

We report financial results for the following five reportable segments:

Our **Corporate Finance/Restructuring** segment focuses on strategic, operational, financial and capital needs of businesses around the world and provides consulting and advisory services on a wide range of areas, such as restructuring (including bankruptcy), interim management, financings, M&A, post-acquisition integration, valuations, tax issues and performance improvement.

Our **Forensic and Litigation Consulting** segment provides law firms, companies, government clients and other interested parties with dispute advisory, investigations, forensic accounting, business intelligence assessments, data analytics, risk mitigation services as well as interim management and performance improvement services for our health solutions practice clients.

Our **Economic Consulting** segment provides law firms, companies, government entities and other interested parties with analysis of complex economic issues for use in legal, regulatory and international arbitration proceedings, strategic decision making and public policy debates in the United States (“U.S.”) and around the world.

Our **Technology** segment provides e-discovery and information management consulting, software and services to its clients. It provides products, services and consulting to companies, law firms, courts and government agencies worldwide. Its comprehensive suite of software and services help clients locate, review and produce ESI, including e-mail, computer files, voicemail, instant messaging and financial and transactional data.

Our **Strategic Communications** segment provides advice and consulting services relating to financial and corporate communications and investor relations, reputation management and brand communications, public affairs, business consulting and digital design and marketing.

We derive substantially all of our revenues from providing professional services to both U.S. and global clients. Over the past several years the growth in our revenues and profitability has resulted from our ability to attract new and recurring engagements and the acquisitions we have completed.

Most of our services are rendered under time-and-expense arrangements that obligate the client to pay us a fee for the hours that we incur at agreed upon rates. Under this arrangement, we typically bill our clients for reimbursable expenses, which may include the cost of producing our work product and other direct expenses that we incur on behalf of the client, such as travel costs. We also render services for which certain clients may be required to pay us a fixed fee or recurring retainer. These arrangements are generally cancellable at any time. Some of our engagements contain performance-based arrangements in which we earn a success fee when and if certain predefined outcomes occur. This type of success fee may supplement a time-and-expense or fixed-fee arrangement. Success fee revenues may cause variations in our revenues and operating results due to the timing of achieving the performance-based criteria. In our Technology segment, certain clients are also billed based on the amount of data stored on our electronic systems, the volume of information processed or the number of users licensing our Ringtail® software products for use or installation within their own environments. We license certain products directly to end users as well as indirectly through our channel partner relationships. Unit-based revenue is defined as revenue billed on a per-item, per-page, or some other unit-based method and includes revenue from data processing and hosting, software usage and software licensing. Unit-based revenue includes revenue associated with our proprietary software that is made available to customers, either via a web browser (“on-demand”) or installed at our customer or partner locations (“on-premise”). On-demand revenue is charged on a unit or monthly basis and includes, but is not limited to, processing and review related functions. On-premise revenue is comprised of up-front license fees, with recurring support and maintenance. Seasonal factors, such as the timing of our employees’ and clients’ vacations and holidays, impact the timing of our revenues.

Our financial results are primarily driven by:

- the number, size and type of engagements we secure;
- the rate per hour or fixed charges we charge our clients for services;
- the utilization rates of the revenue-generating professionals we employ;
- the number of revenue-generating professionals;
- fees from clients on a retained basis or other;
- licensing of our software products and other technology services;
- the types of assignments we are working on at different times;
- the length of the billing and collection cycles; and
- the geographic locations of our clients or locations in which services are rendered.

#### **Non-GAAP Measures**

In the accompanying analysis of financial information, we sometimes use information derived from consolidated and segment financial information that is not presented in our financial statements and prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). Certain of these measures are considered “non-GAAP financial measures” under the SEC rules. Specifically, we have referred to:

- Segment Operating Income
- Total Segment Operating Income
- Adjusted EBITDA
- Adjusted Segment EBITDA
- Total Adjusted Segment EBITDA
- Adjusted Net Income
- Adjusted Earnings per Diluted Share

Beginning with the quarter ended March 31, 2014, the definitions of each of these non-GAAP measures have been updated to exclude the impact of changes in the fair value of acquisition-related contingent consideration liabilities. Prior period amounts have been reclassified to conform to the current period's presentation.

We define Segment Operating Income (Loss) as a segment's share of consolidated operating income. We define Total Segment Operating Income (Loss) as the total of Segment Operating Income (Loss) for all segments, which excludes unallocated corporate expenses. We use Segment Operating Income (Loss) for the purpose of calculating Adjusted Segment EBITDA. We define Adjusted EBITDA as consolidated net income (loss) before income tax provision, other non-operating income (expense), depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt. We define Adjusted Segment EBITDA as a segment's share of consolidated operating income before depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. We define Total Adjusted Segment EBITDA as the total of Adjusted Segment EBITDA for all segments, which excludes unallocated corporate expenses. We use Adjusted Segment EBITDA to internally evaluate the financial performance of our segments because we believe it is a useful supplemental measure which reflects current core operating performance and provides an indicator of the segment's ability to generate cash. We also believe that these measures, when considered together with our GAAP financial results, provide management and investors with a more complete understanding of our operating results, including underlying trends, by excluding the effects of remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. In addition, EBITDA is a common alternative measure of operating performance used by many of our competitors. It is used by investors, financial analysts, rating agencies and others to value and compare the financial performance of companies in our industry. Therefore, we also believe that these measures, considered along with corresponding GAAP measures, provide management and investors with additional information for comparison of our operating results to the operating results of other companies.

We define Adjusted Net Income and Adjusted Earnings per Diluted Share ("Adjusted EPS") as net income and earnings per diluted share, respectively, excluding the impact of remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt. We use Adjusted Net Income for the purpose of calculating Adjusted EPS. Management uses Adjusted EPS to assess total company operating performance on a consistent basis. We believe that this measure, when considered together with our GAAP financial results, provides management and investors with a more complete understanding of our business operating results, including underlying trends, by excluding the effects of the remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt.

Non-GAAP financial measures are not defined in the same manner by all companies and may not be comparable to other similarly titled measures of other companies. Non-GAAP financial measures should be considered in addition to, but not as a substitute for or superior to, the information contained in our Consolidated Statements of Comprehensive Income. Reconciliations of GAAP to non-GAAP financial measures are included elsewhere in this filing.

We define acquisition growth as revenue of acquired companies in the first twelve months following the effective date of an acquisition. Our definition of organic growth is the change in revenue excluding the impact of all such acquisitions.

**EXECUTIVE HIGHLIGHTS**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands, except per share amounts)		(dollars in thousands, except per share amounts)	
Revenues	\$ 451,178	\$ 414,643	\$ 1,331,054	\$ 1,236,434
Special charges	\$ 5,347	\$ 10,419	\$ 14,711	\$ 10,846
Goodwill impairment charge	\$ —	\$ 83,752	\$ —	\$ 83,752
Adjusted EBITDA	\$ 63,395	\$ 72,544	\$ 174,494	\$ 197,882
Net income (loss)	\$ 22,522	\$ (50,621)	\$ 57,886	\$ (3,455)
Earnings (loss) per common share—diluted	\$ 0.55	\$ (1.29)	\$ 1.43	\$ (0.09)
Adjusted EPS	\$ 0.63	\$ 0.72	\$ 1.60	\$ 1.69
Cash provided by operating activities	\$ 97,583	\$ 84,437	\$ 20,479	\$ 103,806
Total number of employees	4,336	4,130	4,336	4,130

**Third Quarter 2014 Executive Highlights****Revenues**

Revenues for the three months ended September 30, 2014 increased \$36.5 million, or 8.8%, to \$451.2 million, compared to \$414.6 million in the same prior year period. The revenue increase largely resulted from organic growth in all segments, with the most significant revenue growth due to higher demand for complex global investigations and financial services industry investigations in our Technology segment, as well as, increased demand in our global construction solutions, data analytics and North America investigation and disputes practices in our Forensic and Litigation Consulting (“FLC”) segment. Additionally, our results reflected improved demand in our European practice and in our North American non-distressed service offerings in the Corporate Finance/Restructuring (“Corporate Finance”) segment, and the international arbitration, valuation and financial advisory offerings in the Europe, Middle East and Africa (“EMEA”) region, in our Economics Consulting segment.

**Special Charges**

During the three months ended September 30, 2014, we recorded special charges of \$5.3 million. The special charges consisted of \$4.5 million contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments, related to the departures of the Company’s former Chief Financial Officer, former Executive Vice President and Chairman of North America and former Chairman of the EMEA region, and \$0.8 million related to updated forecasts of expected sublease income for corporate and segment offices previously vacated.

**Adjusted EBITDA**

Adjusted EBITDA in the third quarter decreased \$9.1 million, or 12.6%, to \$63.4 million, or 14.1% of revenues, compared to \$72.5 million, or 17.5% of revenues, in the same prior year period. Adjusted EBITDA was unfavorably impacted by increases in performance-based compensation costs, investments in certain global corporate initiatives, the impact of employment contract extensions of certain key senior client-service professionals in our Economics Consulting segment, and investments in hiring key personnel in our FLC health solutions practice.



### Net Income (Loss)

Net income for the three months ended September 30, 2014 increased \$73.1 million to \$22.5 million, compared to a net loss of \$50.6 million in the same prior year period. Net income for the quarter was impacted by the segment results and the special charges described above. Net loss for the prior year quarter was impacted by \$10.4 million of special charges as well as by an \$83.8 million goodwill impairment charge for our Strategic Communications segment.

### Earnings per diluted share and Adjusted EPS

Earnings per diluted share for the three months ended September 30, 2014 increased \$1.85 to \$0.55 from a loss per diluted share of \$1.29 in the same prior year period. Earnings per diluted share for the quarter ended September 30, 2014 were impacted by the results as outlined above, including the impact of the special charge of \$5.3 million recorded in the quarter. Loss per diluted common share for the quarter ended September 30, 2013 of \$1.29 included the impact of the \$83.8 million goodwill impairment charge for our Strategic Communications segment and the impact of the special charges of \$6.8 million.

Adjusted earnings per diluted share for the three months ended September 30, 2014 were \$0.63 as compared to \$0.72 in the same prior year period.

### Liquidity highlights

Cash provided by operating activities increased \$13.2 million, or 15.6%, to \$97.6 million for the three months ended September 30, 2014 compared to \$84.4 million for the same prior year period, primarily as a result of higher revenue driven cash collections partially offset by increased payments for compensation and other operating expenses. Days sales outstanding (“DSO”), which is one measure of the collections cycle, was 107 days at September 30, 2014 and 102 days at September 30, 2013. DSO for the third quarter compared to the same prior year period has been impacted by the mix of revenues between our segments and extended payment terms, which have been granted to certain large scale engagements.

### Headcount

As of September 30, 2014, our total headcount of 4,336 increased by 206 employees from 4,130 as of September 30, 2013.

We increased the number of non-billable employees by 61, from 983 as of December 31, 2013 to 1,044 as of September 30, 2014. Billable headcount additions for the nine-months ended September 30, 2014 are referenced in the table below.

	<u>Corporate Finance/ Restructuring</u>	<u>Forensic and Litigation Consulting</u>	<u>Economic Consulting</u>	<u>Technology</u>	<u>Strategic Communications</u>	<u>Total</u>
<b>Billable Headcount</b>						
December 31, 2013	737	1,061	530	306	590	3,224
Additions (reductions), net	(15)	74	21	29	(41)	68
<b>September 30, 2014</b>	<u>722</u>	<u>1,135</u>	<u>551</u>	<u>335</u>	<u>549</u>	<u>3,292</u>

**CONSOLIDATED RESULTS OF OPERATIONS**
**Segment and Consolidated Operating Results:**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(in thousands, except per share amounts)		(in thousands, except per share amounts)	
<b>Revenues</b>				
Corporate Finance/Restructuring	\$100,041	\$ 93,981	\$ 298,043	\$ 289,775
Forensic and Litigation Consulting	121,732	113,068	362,242	318,912
Economic Consulting	120,494	113,069	344,572	339,277
Technology	62,359	51,201	183,142	149,101
Strategic Communications	46,552	43,324	143,055	139,369
<b>Revenues</b>	<b>\$451,178</b>	<b>\$414,643</b>	<b>\$1,331,054</b>	<b>\$1,236,434</b>
<b>Operating income (loss)</b>				
Corporate Finance/Restructuring	\$ 13,406	\$ 10,590	\$ 39,081	\$ 48,725
Forensic and Litigation Consulting	20,276	21,915	66,517	52,194
Economic Consulting	17,245	21,708	46,515	66,233
Technology	13,741	9,755	37,712	29,129
Strategic Communications	4,875	(81,490)	9,910	(76,369)
<b>Total segment operating income (loss)</b>	<b>69,543</b>	<b>(17,522)</b>	<b>199,735</b>	<b>119,912</b>
Unallocated corporate expenses	(23,072)	(18,077)	(74,215)	(49,923)
<b>Operating income (loss)</b>	<b>46,471</b>	<b>(35,599)</b>	<b>125,520</b>	<b>69,989</b>
<b>Other income (expense)</b>				
Interest income and other	1,014	1,152	3,465	1,702
Interest expense	(12,634)	(12,814)	(38,197)	(38,600)
	(11,620)	(11,662)	(34,732)	(36,898)
<b>Income (loss) before income tax provision</b>	<b>34,851</b>	<b>(47,261)</b>	<b>90,788</b>	<b>33,091</b>
<b>Income tax provision</b>	<b>12,329</b>	<b>3,360</b>	<b>32,902</b>	<b>36,546</b>
<b>Net income (loss)</b>	<b>\$ 22,522</b>	<b>\$ (50,621)</b>	<b>\$ 57,886</b>	<b>\$ (3,455)</b>
<b>Earnings (loss) per common share—basic</b>	<b>\$ 0.57</b>	<b>\$ (1.29)</b>	<b>\$ 1.46</b>	<b>\$ (0.09)</b>
<b>Earnings (loss) per common share—diluted</b>	<b>\$ 0.55</b>	<b>\$ (1.29)</b>	<b>\$ 1.43</b>	<b>\$ (0.09)</b>

**Reconciliation of Net Income to Adjusted EBITDA:**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(in thousands)		(in thousands)	
<b>Net income (loss)</b>	\$22,522	\$ (50,621)	\$ 57,886	\$ (3,455)
Add back:				
Income tax provision	12,329	3,360	32,902	36,546
Other income (expense), net	11,620	11,662	34,732	36,898
Depreciation and amortization	8,179	8,196	25,180	24,218
Amortization of other intangible assets	3,398	5,776	11,466	17,293
Special charges	5,347	10,419	14,711	10,846
Remeasurement of acquisition-related contingent consideration	—	—	(2,383)	(8,216)
Goodwill impairment charge	—	83,752	—	83,752
<b>Adjusted EBITDA</b>	<u>\$63,395</u>	<u>\$ 72,544</u>	<u>\$174,494</u>	<u>\$197,882</u>

**Reconciliation of Net Income to Adjusted Net Income and Earnings Per Share to Adjusted EPS:**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(in thousands, except per share amounts)		(in thousands, except per share amounts)	
<b>Net income (loss)</b>	\$22,522	\$ (50,621)	\$57,886	\$ (3,455)
Add back:				
Special charges, net of tax effect <sup>(1)</sup>	3,154	6,847	8,676	7,100
Goodwill impairment charges <sup>(2)</sup>	—	83,752	—	83,752
Remeasurement of acquisition-related contingent consideration, net of tax effect <sup>(3)</sup>	—	—	(1,514)	(8,216)
Less:				
Interim period impact of including goodwill impairment charges in the annual effective tax rate, net of tax	—	(10,805)	—	(10,805)
<b>Adjusted Net Income</b>	<u>\$25,676</u>	<u>\$ 29,173</u>	<u>\$65,048</u>	<u>\$ 68,376</u>
<b>Earnings (loss) per common share—diluted</b>	\$ 0.55	\$ (1.29)	\$ 1.43	\$ (0.09)
Add back:				
Special charges, net of tax effect <sup>(1)</sup>	0.08	0.18	0.21	0.18
Goodwill impairment charges <sup>(2)</sup>	—	2.14	—	2.14
Remeasurement of acquisition-related contingent consideration, net of tax effect <sup>(3)</sup>	—	—	(0.04)	(0.21)
Less:				
Interim period impact of including goodwill impairment charges in the annual effective tax rate, net of tax	—	(0.27)	—	(0.28)
Impact of denominator for diluted EPS <sup>(4)</sup>	—	(0.04)	—	(0.05)
<b>Adjusted EPS</b>	<u>\$ 0.63</u>	<u>\$ 0.72</u>	<u>\$ 1.60</u>	<u>\$ 1.69</u>
<b>Weighted average number of common shares outstanding—diluted</b>	<u>40,819</u>	<u>40,244</u>	<u>40,608</u>	<u>40,385</u>

<sup>(1)</sup> The tax effect takes into account the tax treatment and related tax rate(s) that apply to each adjustment in the applicable tax jurisdiction(s). As a result, the effective tax rate for the adjustments related to special charges for

the three and nine months ended September 30, 2014 was 41.0%. The tax expense related to the adjustment for special charges for the three and nine months ended September 30, 2014 was \$2.2 million, or a \$0.05 impact on diluted earnings per share, and \$6.0 million, or a \$0.15 impact on diluted earnings per share, respectively. The effective tax rates for the adjustments related to special charges for the three and nine months ended September 30, 2013 were 34.3% and 34.5%, respectively. The tax expense related to the adjustment for special charges for the three and nine months ended September 30, 2013 was \$3.6 million, or a \$0.09 impact on diluted earnings per share, and \$3.7 million, or \$0.10 impact on diluted earnings per share, respectively.

- (2) The goodwill impairment charge was non-deductible for income tax purposes and resulted in no tax benefit for the year ended December 31, 2013.
- (3) The tax effect takes into account the tax treatment and related tax rate(s) that apply to each adjustment in the applicable tax jurisdiction(s). As a result, the effective tax rates for the adjustments related to the remeasurement of acquisition-related contingent consideration for the nine months ended September 30, 2014 was 36.5%. The tax expense related to the remeasurement of acquisition-related contingent consideration for the nine months ended September 30, 2014 was \$0.9 million, or a \$0.02 impact on diluted earnings per share. The adjustment related to remeasurement of acquisition-related contingent consideration for the nine months ended September 30, 2013 was not taxable. There were no adjustments related to remeasurement of acquisition-related contingent consideration for the three months ended September 30, 2014 and 2013.
- (4) For the three and nine months ended September 30, 2013, the Company reported a net loss. For those periods, the number of basic weighted average shares outstanding equals the number of diluted weighted average shares outstanding for purposes of calculating GAAP earnings per share because potentially dilutive securities would be antidilutive. For non-GAAP purposes, the total per share and share amounts presented herein reflect the impact of the inclusion of share-based awards that are considered dilutive based on the impact of the add backs included in Adjusted Net Income above.

### **Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013**

#### ***Revenues and operating income***

See “Segment Results” for an expanded discussion of segment revenues and operating income.

#### ***Unallocated corporate expenses***

Unallocated corporate expenses increased \$5.0 million, or 27.6%, to \$23.1 million for the three months ended September 30, 2014 from \$18.1 million for the same prior year period. Excluding the impact of special charges of \$4.9 million in the three months ended September 30, 2014 and \$2.1 million in the three months ended September 30, 2013, unallocated corporate expenses increased \$2.2 million, or 13.8%. The increase was primarily due to higher costs related to performance based compensation for U.S. and regional personnel and increased resources to assess and evaluate certain strategic initiatives, partially offset by lower costs related to corporate executives and the termination of the airplane lease.

#### ***Interest income and other***

Interest income and other, which includes foreign currency transaction gains and losses, decreased by \$0.2 million, or 16.7%, to \$1.0 million for the three months ended September 30, 2014 from \$1.2 million for the same prior year period. The decrease was primarily due to an increase in net foreign currency transaction losses of \$2.2 million in the period ended September 30, 2014 as compared to the net losses of \$0.1 million in the same prior year period. Transaction gains and losses, both realized and unrealized, relate to the remeasurement or settlement of monetary assets and liabilities that are denominated in a currency other than an entity’s functional currency. These monetary assets and liabilities include both client and current intercompany receivables and payables. In addition, the quarter ended September 30, 2014 included a \$1.2 million gain related to an insurance settlement.

### Interest expense

Interest expense decreased \$0.2 million, or 1.6%, to \$12.6 million for the three months ended September 30, 2014 from \$12.8 million for the same prior year period. Interest expense in 2014 was favorably impacted by lower average borrowings.

### Special charges

During the three months ended September 30, 2014, we recorded special charges of \$5.3 million. The special charges consisted of \$4.5 million contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments, related to the departures of the Company's former Chief Financial Officer, former Executive Vice President and Chairman of North America and former Chairman of the EMEA region, and \$0.8 million related to updated forecasts of expected sublease income for corporate and segment offices previously vacated.

During the three months ended September 30, 2013, we recorded special charges totaling \$10.4 million, of which \$3.1 million was non-cash. The charges primarily reflect actions we took to realign our workforce to address current business demands impacting our Corporate Finance and FLC segments and to reduce certain corporate overhead within our EMEA region. The special charges consisted of \$10.2 million of salary continuance and other contractual employee related costs associated with the reduction in workforce of 45 employees, and \$0.2 million of costs to consolidate leased office space within one location and to adjust prior special charges for changes to sublease terms and associated costs. The following table details the special charges by segment for the three months ended September 30, 2014 and 2013:

	Three Months Ended	
	September 30, 2014	September 30, 2013
	(in thousands)	
	Special Charges	Special Charges
Corporate Finance/Restructuring	\$ 84	\$ 6,331
Forensic and Litigation Consulting	308	1,938
Economic Consulting	12	15
Technology	19	2
Strategic Communications	3	2
	<u>426</u>	<u>8,288</u>
Unallocated Corporate	4,921	2,131
Total	<u>\$ 5,347</u>	<u>\$ 10,419</u>

### Income tax provision

Our provision for income taxes in interim periods is computed by applying our estimated annual effective tax rate against income before income tax expense for the period. In addition, non-recurring or discrete items are recorded during the period in which they occur or become known. The effective tax rate for the three months ended September 30, 2014 is 35.4%. For the three months ended September 30, 2014, there were no discrete items recorded. The effective tax rate for the three months ended September 30, 2013 was not meaningful due to the impact of the non-deductible goodwill impairment charge of \$83.8 million. The effective tax rate for the three months ended September 30, 2013, excluding the impact of the goodwill impairment charge, and a discrete item related to the settlement of a foreign audit would have been 38.0%.

## Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013

### *Revenues and operating income*

See “Segment Results” for an expanded discussion of segment revenues and operating income.

### *Unallocated corporate expenses*

Unallocated corporate expenses increased \$24.3 million, or 48.7%, to \$74.2 million for the nine months ended September 30, 2014 from \$49.9 million for the same prior year period. Excluding the impact of special charges of \$14.3 million in the nine months ended September 30, 2014 and \$2.2 million in the nine months ended September 30, 2013, unallocated corporate expenses increased \$12.3 million, or 25.7%. The increase was primarily due to higher costs related to performance based compensation for U.S. and regional personnel and increased resources to assess and evaluate certain strategic initiatives, partially offset by lower costs related to corporate executives and the termination of the airplane lease.

### *Interest income and other*

Interest income and other, which includes foreign currency transaction gains and losses, increased by \$1.8 million, or 105.9%, to \$3.5 million for the nine months ended September 30, 2014 from \$1.7 million for the same prior year period. The increase in interest income and other was primarily due to \$1.2 million gain related to an insurance settlement in the nine months ended September 30, 2014.

### *Interest expense*

Interest expense decreased \$0.4 million, or 1%, to \$38.2 million, for the nine months ended September 30, 2014, from \$38.6 million for the same prior year period. Interest expense in 2014 was favorably impacted by lower average borrowings.

### *Special charges*

During the nine months ended September 30, 2014, we recorded special charges of \$14.7 million. The special charges consisted of:

- \$4.5 million contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments, related to the departures of the Company’s former Chief Financial Officer, former Executive Vice President and Chairman of North America and former Chairman of the EMEA region.
- \$7.9 million related to the termination of the Company’s corporate airplane lease;
- \$2.3 million related to the closure of the Company’s former West Palm Beach executive office and related lease termination, and updated forecasts of expected sublease income for corporate and segment offices previously vacated. \$0.7 million of these charges were non-cash.

During the nine months ended September 30, 2013, we recorded special charges totaling \$10.8 million, of which \$3.1 million was non-cash. The charges primarily reflect actions we took to realign our workforce to address current business demands impacting our Corporate Finance and FLC segments and to reduce certain corporate overhead within our EMEA region. The special charges consist of \$10.2 million of salary continuance and other contractual employee related costs associated with the reduction in workforce of 45 employees and \$0.6 million of costs to consolidate leased office space within one location and to adjust prior special charges for changes to sublease terms and employee termination costs.

The following table details the special charges by segment for the nine months ended September 30, 2014 and 2013:

	Nine Months Ended	
	September 30, 2014	September 30, 2013
	(in thousands)	
	Special Charges	Special Charges
Corporate Finance/Restructuring	\$ 84	\$ 6,399
Forensic and Litigation Consulting	308	2,111
Economic Consulting	12	11
Technology	19	16
Strategic Communications	3	66
	426	8,603
Unallocated Corporate	14,285	2,243
Total	<u>\$ 14,711</u>	<u>\$ 10,846</u>

***Income tax provision***

Our provision for income taxes in interim periods is computed by applying our estimated annual effective tax rate against income before income tax expense for the period. In addition, non-recurring or discrete items are recorded during the period in which they occur or become known. The effective tax rate for the nine months ended September 30, 2014 is 36.2%. For the nine months ended September 30, 2014, the effective tax rate was not materially impacted by discrete items recorded. The effective tax rate for the nine months ended September 30, 2013 was not meaningful due to the impact of the non-deductible goodwill impairment charge of \$83.8 million. For the nine months ended September 30, 2013, we recorded a deferred tax valuation reserve related to foreign tax credits, primarily due to lower forecasted foreign earnings, resulting in a discrete increase to the income tax provision in the amount of \$6.9 million. We also recognized the impact of a discrete benefit related to the favorable resolution of an income tax contingency in the amount of \$2.2 million. Excluding the impact of this discrete item and the non-deductible goodwill impairment charge, the effective tax rate for the nine months ended September 30, 2013 would have been 36.4%.

## SEGMENT RESULTS

### Total Adjusted Segment EBITDA

The following table reconciles net income to Total Segment Operating Income and Total Adjusted Segment EBITDA for the three and nine months ended September 30, 2014 and 2013.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(in thousands)		(in thousands)	
<b>Net income (loss)</b>	\$22,522	\$ (50,621)	\$ 57,886	\$ (3,455)
Add back:				
Income tax provision	12,329	3,360	32,902	36,546
Other income (expense), net	11,620	11,662	34,732	36,898
Unallocated corporate expense	23,072	18,077	74,215	49,923
<b>Total Segment Operating Income (Loss)</b>	\$69,543	\$ (17,522)	\$ 199,735	\$ 119,912
Add back:				
Segment depreciation expense	7,293	7,112	22,353	20,932
Amortization of other intangible assets	3,398	5,776	11,466	17,293
Segment special charges	426	8,288	426	8,603
Remeasurement of acquisition-related contingent consideration	—	—	(2,383)	(8,216)
Goodwill impairment charge	—	83,752	—	83,752
<b>Total Adjusted Segment EBITDA</b>	<u>\$80,660</u>	<u>\$ 87,406</u>	<u>\$231,597</u>	<u>\$242,276</u>

### Other Segment Operating Data

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Number of revenue-generating professionals (at period end):</b>				
Corporate Finance/Restructuring	722	732	722	732
Forensic and Litigation Consulting	1,135	999	1,135	999
Economic Consulting	551	528	551	528
Technology	335	297	335	297
Strategic Communications	549	617	549	617
<b>Total revenue-generating professionals</b>	<u>3,292</u>	<u>3,173</u>	<u>3,292</u>	<u>3,173</u>
<b>Utilization rates of billable professionals: <sup>(1)</sup></b>				
Corporate Finance/Restructuring	70%	64%	71%	66%
Forensic and Litigation Consulting	68%	67%	71%	68%
Economic Consulting	77%	79%	77%	84%
<b>Average billable rate per hour: <sup>(2)</sup></b>				
Corporate Finance/Restructuring	\$ 396	\$ 396	\$ 388	\$ 407
Forensic and Litigation Consulting	323	324	323	315
Economic Consulting	535	512	517	509

<sup>(1)</sup> We calculate the utilization rate for our billable professionals by dividing the number of hours that all of our billable professionals worked on client assignments during a period by the total available working hours for all of our billable professionals during the same period. Available hours are determined by the standard hours worked by each employee, adjusted for part-time hours, local country standard work weeks and local country holidays. Available working hours include vacation and professional training days, but exclude



holidays. Utilization rates are presented for our segments that primarily bill clients on an hourly basis. We have not presented a utilization rate for our Technology and Strategic Communications segments as most of the revenues of these segments are not generated on an hourly basis.

- (2) For engagements where revenues are based on number of hours worked by our billable professionals, average billable rate per hour is calculated by dividing revenues (excluding revenues from success fees, pass-through and outside consultants) for a period by the number of hours worked on client assignments during the same period. We have not presented an average billable rate per hour for our Technology and Strategic Communications segments as most of the revenues of these segments are not based on billable hours.

## CORPORATE FINANCE/RESTRUCTURING

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands, except rate per hour)		(dollars in thousands, except rate per hour)	
<b>Revenues</b>	<u>\$ 100,041</u>	<u>\$93,981</u>	<u>\$ 298,043</u>	<u>\$ 289,775</u>
<b>Operating expenses:</b>				
Direct cost of revenues	66,276	58,424	197,755	180,373
Selling, general and administrative expenses	19,047	16,779	57,024	54,199
Special charges	84	6,331	84	6,399
Acquisition-related contingent consideration	53	295	(502)	(4,866)
Amortization of other intangible assets	1,175	1,562	4,601	4,945
	<u>86,635</u>	<u>83,391</u>	<u>258,962</u>	<u>241,050</u>
<b>Segment operating income</b>	<u>13,406</u>	<u>10,590</u>	<u>39,081</u>	<u>48,725</u>
Add back:				
Depreciation and amortization of intangible assets	2,044	2,481	7,115	7,486
Special charges	84	6,331	84	6,399
Remeasurement of acquisition-related contingent consideration	—	—	(662)	(6,275)
<b>Adjusted Segment EBITDA</b>	<u>\$ 15,534</u>	<u>\$19,402</u>	<u>\$ 45,618</u>	<u>\$ 56,335</u>
Gross profit <sup>(1)</sup>	<u>\$ 33,765</u>	<u>\$35,557</u>	<u>\$ 100,288</u>	<u>\$ 109,402</u>
Gross profit margin <sup>(2)</sup>	33.8%	37.8%	33.6%	37.8%
Adjusted Segment EBITDA as a percent of revenues	15.5%	20.6%	15.3%	19.4%
Number of revenue generating professionals (at period end)	722	732	722	732
Utilization rates of billable professionals	70%	64%	71%	66%
Average billable rate per hour <sup>(3)</sup>	\$ 396	\$ 396	\$ 388	\$ 407

<sup>(1)</sup> Revenues less direct cost of revenues

<sup>(2)</sup> Gross profit as a percent of revenues

### Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013

Revenues increased \$6.1 million, or 6.4%, to \$100.0 million for the quarter ended September 30, 2014 compared to \$94.0 million for the same prior year period. The increase in revenues was due to increased demand for non-distressed work in our North America businesses and growth in our European transaction advisory and tax practices; partially offset by declines in global bankruptcy and restructuring work.

Gross profit decreased \$1.8 million, or 5.0%, to \$33.8 million for the quarter ended September 30, 2014 compared to \$35.6 million for the same prior year period. Gross profit margin decreased to 33.8% for the quarter ended September 30, 2014 compared to 37.8% for the same prior year period. The decrease in gross profit margin was due to the overall decline on higher margin global bankruptcy and restructuring work and increased performance based compensation, partially offset by increased demand for non-distressed engagements.

Selling, general and administrative (“SG&A”) expense increased \$2.3 million, or 13.5%, to \$19.0 million for the quarter ended September 30, 2014 compared to \$16.8 million for the same prior year period. SG&A expense was 19.0% of revenues for the quarter ended September 30, 2014, compared to 17.9% for the same prior year period. The increase in SG&A expense was due to higher bad debt expense and higher legal costs in Asia Pacific and EMEA related to regional restructuring.

Amortization of other intangible assets was \$1.2 million for the quarter ended September 30, 2014 compared to \$1.6 million for the same prior year period.

Adjusted Segment EBITDA decreased \$3.9 million, or 19.9%, to \$15.5 million for the quarter ended September 30, 2014 compared to \$19.4 million for the same prior year period.

### Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013

Revenues increased \$8.3 million, or 2.9%, to \$298.0 million for the nine months ended September 30, 2014 compared to \$289.8 million for the same prior year period, including \$4.4 million, or 1.5%, from acquisitions as compared to the same prior year period. Revenues increased organically \$3.9 million, or 1.3%, primarily due to higher volume in our EMEA practice and growth in non-distressed engagements in North America, partially offset by continued slowdown in our global bankruptcy and restructuring practices and lower average realized bill rates in our North America, Asia Pacific and EMEA practices.

Gross profit decreased \$9.1 million, or 8.3%, to \$100.3 million for the nine months ended September 30, 2014 compared to \$109.4 million for the same prior year period. Gross profit margin decreased to 33.6% for the nine months ended September 30, 2014 compared to 37.8% for the same prior year period. The decrease in gross profit margin was due to slowdown in global bankruptcy and restructuring activity, continued investments in our European transaction advisory practice, and higher performance-based compensation expense.

SG&A expense increased \$2.8 million, or 5.2%, to \$57.0 million for the nine months ended September 30, 2014 compared to \$54.2 million for the same prior year period. SG&A expense was 19.1% of revenues for the nine months ended September 30, 2014, compared to 18.7% for the same prior year period. The increase in SG&A expense was due to increased bad debt expense, additional overhead costs related to acquired practices, and the investment in the European transaction advisory practice partially offset by the absence of the non-recurring acquisition costs of \$1.8 million recorded in the same prior year period.

Amortization of other intangible assets was \$4.6 million for the nine months ended September 30, 2014 compared to \$4.9 million for the same prior year period.

Adjusted Segment EBITDA decreased \$10.7 million, or 19.0%, to \$45.6 million for the nine months ended September 30, 2014 compared to \$56.3 million for the same prior year period.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands, except rate per hour)		(dollars in thousands, except rate per hour)	
<b>Revenues</b>	\$ 121,732	\$ 113,068	\$ 362,242	\$ 318,912
<b>Operating expenses:</b>				
Direct cost of revenues	79,074	68,488	228,207	203,323
Selling, general and administrative expenses	21,409	20,109	66,011	61,331
Special charges	308	1,938	308	2,111
Acquisition-related contingent consideration	12	106	(878)	(1,650)
Amortization of other intangible assets	653	512	2,077	1,603
	<u>101,456</u>	<u>91,153</u>	<u>295,725</u>	<u>266,718</u>
<b>Segment operating income</b>	20,276	21,915	66,517	52,194
Add back:				
Depreciation and amortization of intangible assets	1,676	1,509	5,134	4,561
Special charges	308	1,938	308	2,111
Remeasurement of acquisition-related contingent consideration	—	—	(934)	(1,941)
<b>Adjusted Segment EBITDA</b>	<u>\$ 22,260</u>	<u>\$ 25,362</u>	<u>\$ 71,025</u>	<u>\$ 56,925</u>
Gross profit <sup>(1)</sup>	\$ 42,658	\$ 44,580	\$ 134,035	\$ 115,589
Gross profit margin <sup>(2)</sup>	35.0%	39.4%	37.0%	36.2%
Adjusted Segment EBITDA as a percent of revenues	18.3%	22.4%	19.6%	17.8%
Number of revenue generating professionals (at period end)	1,135	999	1,135	999
Utilization rates of billable professionals	68%	67%	71%	68%
Average billable rate per hour	\$ 323	\$ 324	\$ 323	\$ 315

<sup>(1)</sup> Revenues less direct cost of revenues

<sup>(2)</sup> Gross profit as a percent of revenues

### Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013

Revenues increased \$8.7 million, or 7.7%, to \$121.7 million for the three months ended September 30, 2014 from \$113.1 million for the same prior year period. \$3.3 million of this increase, or 2.9%, was due to acquisitions as compared to the same prior year period. Revenues increased organically \$5.4 million, or 4.8%, due to higher demand in our North America investigations practice and global construction and disputes practices, partially offset by lower success fees and lower revenues in our health solutions practice.

Gross profit declined \$1.9 million, or 4.3%, to \$42.7 million for the three months ended September 30, 2014 from \$44.6 million for the same prior year period. Gross profit margin decreased 4.4 percentage points to 35.0% for the three months ended September 30, 2014 from 39.4% for the same prior year period. The decrease in gross profit margin was due to lower success fees, weaker performance in our health solutions practice and increased performance-based compensation partially offset by higher utilization in our global disputes, investigations, construction solutions and data analytics practices.

SG&A expense increased \$1.3 million, or 6.5%, to \$21.4 million for the three months ended September 30, 2014 from \$20.1 million for the same prior year period. SG&A expense was 17.6% of revenue for the three months ended September 30, 2014, down from 17.8% for the same prior year period. The increase in SG&A expense was primarily due to increased corporate allocations and incremental overhead expenses from our acquired business partially offset by the collection on a previous period bad debt.

Amortization of other intangible assets increased \$0.1 million to \$0.7 million for the three months ended September 30, 2014 compared to \$0.5 million for the same prior year period.

Adjusted Segment EBITDA decreased by \$3.1 million, or 12.2%, to \$22.3 million for the three months ended September 30, 2014 from \$25.4 million for the same prior year period.

#### **Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013**

Revenues increased \$43.3 million, or 13.6%, to \$362.2 million for the nine months ended September 30, 2014 from \$318.9 million for the same prior year period. Revenues increased \$9.3 million, or 2.9%, due to acquisitions as compared to the same prior year period. Revenues increased organically \$34.1 million, or 10.7%, due to higher demand in our global disputes, construction solutions and data analytics practices, and in investigation practices in the North America and Asia Pacific regions, partially offset by lower success fees and lower revenues in our health solutions practice.

Gross profit increased \$18.4 million, or 16.0%, to \$134.0 million for the nine months ended September 30, 2014 from \$115.6 million for the same prior year period. Gross profit margin increased 0.8 percentage points to 37.0% for the nine months ended September 30, 2014 from 36.2% for the same prior year period. The increase in gross profit margin is related to higher utilization in our construction solutions, data analytics and investigations practices, partially offset by increased performance based compensation and continued investments in the health solutions practice.

SG&A expense increased \$4.7 million, or 7.6%, to \$66.0 million for the nine months ended September 30, 2014 from \$61.3 million for the same prior year period. SG&A expense was 18.2% of revenues for the nine months ended September 30, 2014, down from 19.2% for the same prior year period. The increase in SG&A expense was due to incremental overhead expenses from our acquired business and an increase in corporate allocations, partially offset by the collection on a previous period bad debt.

Amortization of other intangible assets increased \$0.5 million to \$2.1 million for the nine months ended September 30, 2014 compared to \$1.6 million for the same prior year period.

Adjusted Segment EBITDA increased by \$14.1 million, or 24.8%, to \$71.0 million for the nine months ended September 30, 2014 from \$56.9 million for the same prior year period.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands, except rate per hour)		(dollars in thousands, except rate per hour)	
<b>Revenues</b>	\$ 120,494	\$ 113,069	\$ 344,572	\$ 339,277
<b>Operating expenses:</b>				
Direct cost of revenues	87,258	76,017	250,083	228,639
Selling, general and administrative expenses	15,683	14,692	47,805	42,902
Special charges	12	15	12	11
Acquisition-related contingent consideration	61	114	(606)	161
Amortization of other intangible assets	235	523	763	1,331
	<u>103,249</u>	<u>91,361</u>	<u>298,057</u>	<u>273,044</u>
<b>Segment operating income</b>	17,245	21,708	46,515	66,233
Add back:				
Depreciation and amortization of intangible assets	1,169	1,502	3,759	3,978
Special charges	12	15	12	11
Remeasurement of acquisition-related contingent consideration	—	—	(787)	—
<b>Adjusted Segment EBITDA</b>	<u>\$ 18,426</u>	<u>\$ 23,225</u>	<u>\$ 49,499</u>	<u>\$ 70,222</u>
Gross profit <sup>(1)</sup>	\$ 33,236	\$ 37,052	\$ 94,489	\$ 110,638
Gross profit margin <sup>(2)</sup>	27.6%	32.8%	27.4%	32.6%
Adjusted Segment EBITDA as a percent of revenues	15.3%	20.5%	14.4%	20.7%
Number of revenue generating professionals (at period end)	551	528	551	528
Utilization rates of billable professionals	77%	79%	77%	84%
Average billable rate per hour	\$ 535	\$ 512	\$ 517	\$ 509

<sup>(1)</sup> Revenues less direct cost of revenues

<sup>(2)</sup> Gross profit as a percent of revenues

### Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013

Revenues increased \$7.4 million, or 6.6%, to \$120.5 million for the three months ended September 30, 2014 compared to \$113.1 million for the same prior year period. Revenues increased organically \$7.4 million, or 6.6%, including a 1.1% increase from the estimated positive impact from foreign currency translation. The remaining increase in revenue is due to higher demand for M&A related services and higher realized rates for our international arbitration services.

Gross profit decreased \$3.8 million, or 10.3%, to \$33.2 million for the three months ended September 30, 2014 compared to \$37.1 million for the same prior year period. Gross profit margin decreased to 27.6% for the three months ended September 30, 2014 from 32.8% for the same prior year period. The decrease in gross profit margin was the result of increased compensation expense related to employment contract extensions of certain key senior client-service professionals, partially offset by higher realized bill rates that were partially related to staff mix.

SG&A expense increased \$1.0 million, or 6.7%, to \$15.7 million for the three months ended September 30, 2014 compared to \$14.7 million for the same prior year period. SG&A expense was 13.0% of revenues for the three months ended September 30, 2014 compared to 13.0% for the same prior year period. The increase in SG&A expense was due to higher overall employee related support expenses. Bad debt expense was \$1.8 million or 1.5% of revenues for the three months ended September 30, 2014 compared to \$1.6 million or 1.4% of revenues for the same prior year period.

Amortization of other intangible assets decreased to \$0.2 million for the three months ended September 30, 2014, from \$0.5 million for the same prior year period.

Adjusted Segment EBITDA decreased \$4.8 million, or 20.7%, to \$18.4 million for the three months ended September 30, 2014, compared to \$23.2 million for the same prior year period.

### **Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013**

Revenues increased \$5.3 million, or 1.6%, to \$344.6 million for the nine months ended September 30, 2014 compared to \$339.3 million for the same prior year period. Revenues increased \$2.2 million, or 0.7%, due to acquisitions as compared to the same prior year period. Revenues increased organically \$3.1 million, or 0.9%, which includes a 1.2% increase from the estimated positive impact of foreign currency translation, primarily due to higher demand for our antitrust practice and higher average realized bill rates in our international arbitration practice offset by a decline in our financial economics practice.

Gross profit decreased \$16.1 million, or 14.6%, to \$94.5 million for the nine months ended September 30, 2014 compared to \$110.6 million for the same prior year period. Gross profit margin decreased to 27.4% for the nine months ended September 30, 2014 from 32.6% for the same prior year period. The decrease in gross profit margin was the result of employment contract extensions of key senior client-service professionals

SG&A expense increased \$4.9 million, or 11.4%, to \$47.8 million for the nine months ended September 30, 2014 compared to \$42.9 million for the same prior year period. SG&A expense was 13.9% of revenues for the nine months ended September 30, 2014 compared to 12.6% for the same prior year period. The increase in SG&A expense was due to higher employee driven expenses, higher cost for IT services, higher travel and entertainment expenses related to marketing and business development and higher bad debt expense. Bad debt expense was \$6.4 million or 1.9% of revenues for the nine months ended September 30, 2014 compared to \$5.5 million or 1.6% of revenues for the same prior year period.

Amortization of other intangible assets decreased to \$0.8 million for the nine months ended September 30, 2014, compared to \$1.3 million for the same prior year period.

Adjusted Segment EBITDA decreased \$20.7 million, or 29.5%, to \$49.5 million for the nine months ended September 30, 2014, compared to \$70.2 million for the same prior year period.

**TECHNOLOGY**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands)		(dollars in thousands)	
<b>Revenues</b>	<b>\$62,359</b>	<b>\$51,201</b>	<b>\$ 183,142</b>	<b>\$ 149,101</b>
<b>Operating expenses:</b>				
Direct cost of revenues	31,364	23,906	95,013	68,893
Selling, general and administrative expenses	17,017	15,556	49,744	45,111
Special charges	19	2	19	16
Amortization of other intangible assets	218	1,982	654	5,952
	<u>48,618</u>	<u>41,446</u>	<u>145,430</u>	<u>119,972</u>
<b>Segment operating income</b>	<b>13,741</b>	<b>9,755</b>	<b>37,712</b>	<b>29,129</b>
<b>Add back:</b>				
Depreciation and amortization of intangible assets	4,075	5,624	12,556	16,840
Special charges	19	2	19	16
<b>Adjusted Segment EBITDA</b>	<b>\$17,835</b>	<b>\$15,381</b>	<b>\$ 50,287</b>	<b>\$ 45,985</b>
Gross profit <sup>(1)</sup>	\$30,995	\$27,295	\$ 88,129	\$ 80,208
Gross profit margin <sup>(2)</sup>	49.7%	53.3%	48.1%	53.8%
Adjusted Segment EBITDA as a percent of revenues	28.6%	30.0%	27.5%	30.8%
Number of revenue generating professionals (at period end) <sup>(3)</sup>	335	297	335	297

<sup>(1)</sup> Revenues less direct cost of revenues

<sup>(2)</sup> Gross profit as a percent of revenues

<sup>(3)</sup> Includes personnel involved in direct client assistance and revenue generating consultants

**Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013**

Revenue increased by \$11.2 million, or 21.8%, to \$62.4 million for the three months ended September 30, 2014 compared to \$51.2 million for the same prior year period. The increase in revenue is due to continued higher demand from complex global investigations and financial services industry investigations that more than offset lower services pricing.

Gross profit increased by \$3.7 million to \$31.0 million for the three months ended September 30, 2014 compared to the \$27.3 million for the same prior year period. Gross profit margin decreased to 49.7% of revenue from 53.3% of revenue compared to the same prior year period. The gross profit margin decline is due to an increased mix of lower margin services and investments in global data centers and operations support.

SG&A increased by \$1.5 million, or 9.4%, to \$17.0 million for the three months ended September 30, 2014 compared to \$15.6 million for the same prior year period. SG&A expense was 27.3% of revenue for the three months ended September 30, 2014 compared to 30.4% of revenue for the same prior year period. SG&A expense increased due to hiring to support increased research and development, marketing and business development activities partially offset by bad debt recoveries of previously reserved balances. Research and development expense was \$4.7 million for the three months ended September 30, 2014 compared to \$4.1 million for the same prior year period.

Amortization of other intangible assets decreased \$1.8 million to \$0.2 million for the three months ended September 30, 2014 compared to \$2.0 million for the same prior year period. The decrease was due to the impact of certain intangible assets being fully amortized at the end of 2013.

Adjusted Segment EBITDA increased by \$2.5 million, or 16.0%, for the three months ended September 30, 2014, compared to \$15.4 million for the same prior year period.

### **Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013**

Revenue increased by \$34.0 million, or 22.8%, to \$183.1 million for the nine months ended September 30, 2014 compared to the \$149.1 million for the same prior year period. The increase was due to higher services volumes in complex global investigations and financial services industry matters as well as an increase in consulting volume partially offset by lower services pricing.

Gross profit increased by \$7.9 million, or 9.9%, to \$88.1 million for the nine months ended September 30, 2014 compared to the \$80.2 million for the same prior year period. Gross profit margin percentage decreased to 48.1% of revenue from 53.8%, or down 5.7 percentage points compared to the same prior year period. The gross profit margin percentage decrease was due to a change in the mix of revenue with higher margin unit-based revenue comprising a smaller percentage of total revenue, higher third party costs to support increased document review volumes, increased infrastructure costs as part of the global expansion of certain services capabilities and increased amortization of previously capitalized software development costs.

SG&A increased by \$4.6 million, or 10.3%, to \$49.7 million for the nine months ended September 30, 2014 compared to the \$45.1 million for the same prior year period. SG&A expense was 27.2% of revenue for the nine months ended September 30, 2014 compared to 30.3% of revenue for the same prior year period. The SG&A expense increase was related to higher personnel costs in research and development and business development and marketing, corporate allocations in support of operations, reduced capitalization of software development costs, and higher rent in support of the additional personnel. Research and development expense was \$13.7 million for the nine months ended September 30, 2014 compared to \$11.6 million for the same prior year period. Bad debt expense decreased by \$1.3 million due to increased recoveries of previously reserved balances.

Amortization of other intangible assets decreased \$5.3 million to \$0.7 million for the nine months ended September 30, 2014, compared to \$6.0 million for the same prior year period. The decrease is due to the impact of certain intangible assets being fully amortized at the end of 2013.

Adjusted Segment EBITDA increased by \$4.3 million, or 9.4%, to \$50.3 million for the nine months ended September 30, 2014, compared to \$46.0 million for the same prior year period.



	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
	(dollars in thousands)		(dollars in thousands)	
<b>Revenues</b>	<b>\$46,552</b>	<b>\$ 43,324</b>	<b>\$ 143,055</b>	<b>\$ 139,369</b>
<b>Operating expenses:</b>				
Direct cost of revenues	29,272	28,317	92,010	91,932
Selling, general and administrative expenses	11,154	11,431	37,366	36,262
Special charges	3	2	3	66
Acquisition-related contingent consideration	131	115	395	264
Amortization of other intangible assets	1,117	1,197	3,371	3,462
Goodwill impairment charge	—	83,752	—	83,752
	<u>41,677</u>	<u>124,814</u>	<u>133,145</u>	<u>215,738</u>
<b>Segment operating income (loss)</b>	<b>4,875</b>	<b>(81,490)</b>	<b>9,910</b>	<b>(76,369)</b>
<b>Add back:</b>				
Depreciation and amortization of intangible assets	1,727	1,772	5,255	5,360
Special charges	3	2	3	66
Goodwill impairment charge	—	83,752	—	83,752
<b>Adjusted Segment EBITDA</b>	<b>\$ 6,605</b>	<b>\$ 4,036</b>	<b>\$ 15,168</b>	<b>\$ 12,809</b>
Gross profit <sup>(1)</sup>	\$17,280	\$ 15,007	\$ 51,045	\$ 47,437
Gross profit margin <sup>(2)</sup>	37.1%	34.6%	35.7%	34.0%
Adjusted Segment EBITDA as a percent of revenues	14.2%	9.3%	10.6%	9.2%
Number of revenue generating professionals (at period end)	549	617	549	617

<sup>(1)</sup> Revenues less direct cost of revenues

<sup>(2)</sup> Gross profit as a percent of revenues

### Three Months Ended September 30, 2014 Compared to Three Months Ended September 30, 2013

Revenues increased \$3.2 million, or 7.5%, to \$46.6 million for the three months ended September 30, 2014 from \$43.3 million for the same prior year period, including a 2.3% estimated positive impact from foreign currency translation, primarily due to the strengthening of the British pound relative to the U.S. dollar. The remaining revenue increase was primarily due to an increase in project revenues in North America and Asia Pacific.

Gross profit increased \$2.3 million, or 15.1%, to \$17.3 million for the three months ended September 30, 2014 from \$15.0 million for the same prior year period. Gross profit margin increased to 37.1% for the three months ended September 30, 2014 from 34.6% for the same prior year period due to the mix of project engagements.

SG&A expense decreased \$0.3 million, or 2.4%, to \$11.2 million for the three months ended September 30, 2014 from \$11.4 million for the same prior year period, including a 2.0% increase from the estimated impact of foreign currency translation. SG&A expense was 24.0% of revenue for the three months ended September 30, 2014, down from 26.4% of revenue for the same prior year period. The SG&A decrease was the result of lower facilities costs, partially offset by higher bad debt expense.

Amortization of other intangible assets decreased to \$1.1 million for the three months ended September 30, 2014 from \$1.2 million for the same prior year period.

Adjusted Segment EBITDA increased \$2.6 million, or 63.7%, to \$6.6 million for the three months ended September 30, 2014, from \$4.0 million for the same prior year period.

During the third quarter of 2013, we recorded an \$83.8 million non-deductible goodwill impairment charge related to the Strategic Communications segment.

### **Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013**

Revenues increased \$3.7 million, or 2.6%, to \$143.1 million for the nine months ended September 30, 2014 from \$139.4 million for the same prior year period, which included a 2.1% estimated increase from the positive impact of foreign currency translation, which was primarily due to the strengthening of the British pound relative to the U.S. dollar. The revenue increase was primarily due to an increase in retainer-based revenue in our EMEA region, increased project revenue in North America and Asia Pacific, partially offset by lower pass-through revenues in our North America and EMEA regions.

Gross profit increased \$3.6 million, or 7.6%, to \$51.0 million for the nine months ended September 30, 2014 from \$47.4 million for the same prior year period. Gross profit margin increased 1.7 percentage points to 35.7% for the nine months ended September 30, 2014 from 34.0% for the same prior year period. The increase in gross profit margin was primarily due to improved revenue growth and mix involving higher margin engagements and lower proportion of low margin pass through revenues.

SG&A expense increased \$1.1 million, or 3.0%, to \$37.4 million for the nine months ended September 30, 2014 from \$36.3 million for the same prior year period. SG&A expense was 26.1% of revenue for the nine months ended September 30, 2014, up from 26.0% of revenue for the same prior year period. The increase in SG&A was primarily due to higher facilities expenses related to the transition to our new London office and severance expense recorded in the EMEA region.

Amortization of other intangible assets decreased to \$3.4 million for the nine months ended September 30, 2014 from \$3.5 million for the same prior year period.

Adjusted Segment EBITDA increased \$2.4 million, or 18.4%, to \$15.2 million for the nine months ended September 30, 2014 from \$12.8 million for the same prior year period.

During the third quarter of 2013, we recorded an \$83.8 million non-deductible goodwill impairment charge related to the Strategic Communications segment.

### **CRITICAL ACCOUNTING POLICIES**

Our discussion and analysis of our financial condition and results of operations are based on our condensed consolidated financial statements, which we have prepared in accordance with accounting principles generally accepted in the U.S. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. Note 1 to the Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2013 describes the significant accounting policies and methods used in preparation of the Consolidated Financial Statements. We evaluate our estimates, including those related to bad debts, goodwill, income taxes and contingencies on an ongoing basis. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. These results form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The accounting policies that reflect our more significant estimates, judgments and assumptions and which we believe are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Revenue recognition
- Allowance for doubtful accounts and unbilled services
- Goodwill and other intangible assets
- Business combinations

- Share-based compensation
- Income taxes

There have been no material changes to our critical accounting policies and estimates from the information provided in Part II, “Management’s Discussion and Analysis of Financial Condition and Results of Operations— Critical Accounting Policies,” as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2013 filed with the SEC on February 24, 2014.

### **Goodwill and Other Intangible Assets**

On a quarterly basis, we monitor the key drivers of fair value to detect events or other changes that would warrant an interim impairment test of our goodwill and intangible assets. Factors we consider important which could trigger an interim impairment review include, but are not limited to the following: significant underperformance relative to historical or projected future operating results; a significant change in the manner of our use of the acquired asset or strategy for our overall business; a significant negative industry or economic trend; and our market capitalization relative to net book value. When we evaluate these factors and determine that a triggering event has occurred, we perform an interim impairment analysis.

As of October 1, 2013, the date of our last annual goodwill impairment test, the fair value of all of our reporting units, with the exception of the Strategic Communications reporting unit, substantially exceeded the carrying value. The Strategic Communications reporting unit carrying value was adjusted to fair value through an \$83.3 million goodwill impairment charge as of September 30, 2013. Through our quarterly assessment, we determined that there were no events or circumstances that more likely than not would reduce the fair value of any of our reporting units below their carrying value.

There can be no assurance that the estimates and assumptions used in our goodwill impairment testing will prove to be accurate predictions of the future. If our assumptions regarding forecasted cash flows are not achieved, we may be required to perform the two-step quantitative goodwill impairment analysis prior to our next annual impairment test. In addition, if the aforementioned factors have the effect of changing one of the critical assumptions or estimates we use to calculate the value of our goodwill or intangible assets, we may be required to record goodwill and/or intangible asset impairment charges in future periods, whether in connection with our next annual impairment test or if a triggering event occurs outside of the quarter during which the annual goodwill impairment test is performed. It is not possible at this time to determine if any future impairment charge would result or, if it does, whether such charge would be material.

### **SIGNIFICANT NEW ACCOUNTING PRONOUNCEMENTS**

In August 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (“ASU”) 2014-15, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern* (ASU 2014-15), to provide guidance on management’s responsibility in evaluating whether there is substantial doubt about a company’s ability to continue as a going concern and to provide related footnote disclosures. The new guidance is effective for annual periods ending after December 15, 2016 and interim periods thereafter, with early adoption permitted. The adoption of this ASU is not expected to have an impact on the Company’s consolidated financial position or results of operations.

In May 2014, the Financial Accounting Standards Board issued ASU 2014-09, *Revenue from Contracts with Customers*, or ASU 2014-09. ASU 2014-09 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This guidance is effective for interim and annual periods beginning after December 15, 2016 and early adoption is not permitted. Companies may use either a full retrospective or a modified retrospective approach to adopt this ASU. The Company is currently evaluating which transition approach to use and the impact of the adoption of this accounting standard update on its condensed consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity, or ASU 2014-08*. ASU 2014-08 amends the criteria for reporting a discontinued operation. The amended guidance requires that a disposal representing a strategic shift that has (or will have) a major effect on an entity's operations and financial results or a business activity classified as held for sale should be reported as discontinued operations. The amendments also expand the disclosure requirements for discontinued operations and add new disclosures for individually significant dispositions that do not qualify as discontinued operations. This guidance is effective for interim and annual periods beginning after December 15, 2014, with early adoption permitted. ASU 2014-08 would impact the Company's consolidated results of operations and financial condition only in the instance of an event or transaction described above.

## LIQUIDITY AND CAPITAL RESOURCES

### Cash Flows

	Nine Months Ended September 30,	
	2014	2013
	(dollars in thousands)	
Net cash provided by operating activities	\$ 20,479	\$ 103,806
Net cash used in investing activities	\$(47,412)	\$ (63,736)
Net cash provided by (used in) financing activities	\$ 1,510	\$ (49,361)
DSO	107	102

We have generally financed our day-to-day operations, capital expenditures and acquisition-related contingent payments through cash flows from operations. Generally, during our first quarter of each fiscal year, our cash needs exceed our cash flows from operations due to the payments of annual incentive compensation and acquisition-related contingent payments. Our operating cash flows generally exceed our cash needs subsequent to the first quarter of each year.

Our operating assets and liabilities consist primarily of billed and unbilled accounts receivable, notes receivable from employees, accounts payable, accrued expenses and accrued compensation expense. The timing of billings and collections of receivables as well as payments for compensation arrangements affect the changes in these balances.

DSO is a performance measure used to assess how quickly revenues are collected by the Company. We calculate DSO at the end of each reporting period by dividing net accounts receivable reduced by billings in excess of services provided, by revenue for the quarter, adjusted for changes in foreign exchange rates. We multiply the result by the number of days in the quarter. Our DSO typically reaches its lowest point at December 31 each year and has consistently increased during the following quarters.

### *Nine Months Ended September 30, 2014 Compared to Nine Months Ended September 30, 2013*

Cash provided by operating activities was \$20.5 million for the nine months ended September 30, 2014 compared to \$103.8 million for the same prior year period. The primary driver for the \$83.3 million decrease in operating cash flows relative to the prior year was higher salary payments driven by the impact of salary increases and headcount additions, and the timing of bonus payments. DSO, which is one measure of the collections cycle, was 107 days at September 30, 2014 and 102 days at September 30, 2013. Current DSO compared to the prior year has been impacted by the mix of revenues between our segments and extended payment terms which have been granted to certain large scale engagements.

Net cash used in investing activities for the nine months ended September 30, 2014 was \$47.4 million compared to \$63.7 million for the same prior year period. Payments for acquisitions completed during the nine

months ended September 30, 2014 were \$1.0 million, net of cash received, compared to \$30.4 million for the same prior year period. Payments of acquisition-related contingent consideration were \$14.6 million for the nine months ended September 30, 2014 compared to payments of acquisition-related contingent consideration and stock price guarantees of \$6.2 million and \$4.1 million, respectively, for the same prior year period. Capital expenditures were \$31.8 million for the nine months ended September 30, 2014 compared to \$23.0 million for the same prior year period.

Net cash provided by financing activities for the nine months ended September 30, 2014 was \$1.5 million compared to net cash used in financing activities of \$49.4 million for the same prior year period. Our financing activities for the nine months ended September 30, 2014 included payments of \$4.4 million to settle repurchases of the Company's common stock that were made, but not settled in the fourth quarter of 2013, and the receipt of \$13.0 million of refundable deposits related to one of our foreign entities. Our financing activities for the nine months ended September 30, 2013 included the purchase and retirement of 1,422,025 shares of our common stock, at an aggregate cost of \$48.8 million.

### **Capital Resources**

As of September 30, 2014, our capital resources included \$178.8 million of cash and cash equivalents and available borrowing capacity of \$348.6 million under our \$350.0 senior secured bank credit facility ("bank credit facility"). As of September 30, 2014, we had no outstanding borrowings under our bank credit facility and \$1.4 million of outstanding letters of credit, which reduced the availability of borrowings under the bank credit facility. We use letters of credit primarily in lieu of security deposits for our leased office facilities.

### **Future Capital Needs**

We anticipate that our future capital needs will principally consist of funds required for:

- operating and general corporate expenses relating to the operation of our businesses;
- capital expenditures, primarily for information technology equipment, office furniture and leasehold improvements;
- debt service requirements, including interest payments on our long-term debt;
- compensating designated executive management and senior managing directors under our various long-term incentive compensation programs;
- contingent obligations related to our acquisitions;
- potential acquisitions of businesses that would allow us to diversify or expand our service offerings; and
- other known future contractual obligations.

For the full fiscal year ending December 31, 2014, we anticipate aggregate capital expenditures will range between \$40.0 million and \$44.0 million to support our organization, including direct support for specific client engagements of which we currently anticipate capital expenditures will range between \$8.0 million and \$12.0 million in the fourth quarter of 2014. Our estimate takes into consideration the needs of our existing businesses but does not include the impact of any purchases that we make as a result of future acquisitions or specific client engagements that are not currently contemplated. Our capital expenditure requirements may change if our staffing levels or technology needs change significantly from what we currently anticipate, if we purchase additional equipment specifically to support a client engagement or if we pursue and complete additional acquisitions.

For business combinations consummated on or after January 1, 2009, contingent consideration obligations are recorded as liabilities on our Condensed Consolidated Balance Sheets and remeasured to fair value at each subsequent reporting date with an offset to current period earnings. The fair value of future expected contingent purchase price obligations for these business combinations are \$6.7 million at September 30, 2014 with payment dates extending through 2018.

For the last several years, our cash flows from operations have exceeded our cash needs for capital expenditures and debt service requirements. We believe that our cash flows from operations, supplemented by short-term borrowings under our bank credit facility, as necessary, will provide adequate cash to fund our long-term cash needs from normal operations for at least the next twelve months.

Our conclusion that we will be able to fund our cash requirements by using existing capital resources and cash generated from operations does not take into account the impact of any future acquisition transactions or any unexpected significant changes in the number of employees or other expenditures that are currently not contemplated. The anticipated cash needs of our businesses could change significantly if we pursue and complete additional business acquisitions, if our business plans change, if economic conditions change from those currently prevailing or from those now anticipated, or if other unexpected circumstances arise that have a material effect on the cash flow or profitability of our business. Any of these events or circumstances, including any new business opportunities, could involve significant additional funding needs in excess of the identified currently available sources and could require us to raise additional debt or equity funding to meet those needs. Our ability to raise additional capital, if necessary, is subject to a variety of factors that we cannot predict with certainty, including:

- our future profitability;
- the quality of our accounts receivable;
- our relative levels of debt and equity;
- the volatility and overall condition of the capital markets; and
- the market prices of our securities.

Any new debt funding, if available, may be on terms less favorable to us than our bank credit facility or the indentures that govern our 6<sup>3</sup>/<sub>4</sub>% Senior Notes Due 2020 and 6.0% Senior Notes Due 2022. See “—Forward-Looking Statements” in this Quarterly Report on Form 10-Q and “Risk Factors” included in Part I—Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2013.

#### ***Off-Balance Sheet Arrangements***

We have no off-balance sheet arrangements, other than operating leases, and we have not entered into any transactions involving unconsolidated subsidiaries or special purpose entities.

#### ***Future Contractual Obligations***

There have been no significant changes in our future contractual obligations since December 31, 2013.

#### ***Forward-Looking Statements***

This Quarterly Report on Form 10-Q includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, that involve uncertainties and risks. Forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenues, future results and performance, future capital expenditures, expectations, plans or intentions relating to acquisitions and other matters, business trends and other information that is not historical. Forward-looking statements often contain words such as *estimates*, *expects*, *anticipates*, *projects*, *plans*, *intends*, *believes*, *forecasts* and variations of such words or similar expressions. All forward-looking statements, including, without limitation, management’s examination of historical operating trends, are based upon our historical performance and our current plans, estimates and expectations at the time we make them and various assumptions. There can be no assurance that management’s expectations, beliefs and projections will result or be achieved. Our actual financial results, performance or achievements could differ materially from those expressed in, or implied by, any forward-looking

statements. The inclusion of any forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. Given these risks, uncertainties and other factors, you should not place undue reliance on any forward-looking statements.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in, or implied by, this Quarterly Report on Form 10-Q. Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this Quarterly Report on Form 10-Q are set forth under the heading “Risk Factors” included in Part I—Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2013. Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this Quarterly Report on Form 10-Q include the following:

- changes in demand for our services;
- our ability to attract and retain qualified professionals and senior management;
- conflicts resulting in our inability to represent certain clients;
- our former employees joining or forming competing businesses;
- our ability to manage our professionals’ utilization and billing rates and maintain or increase the pricing of our services and products;
- our ability to identify suitable acquisition candidates, negotiate favorable terms, take advantage of opportunistic acquisition situations and integrate the operations of acquisitions as well as the costs of integration;
- our ability to adapt to and manage the risks associated with operating in non-U.S. markets;
- our ability to replace key personnel, including senior managers and practice and regional leaders who have highly specialized skills and experience;
- our ability to protect the confidentiality of internal and client data and proprietary and confidential information;
- legislation or judicial rulings, including rulings regarding data privacy and the discovery process;
- periodic fluctuations in revenues, operating income and cash flows;
- damage to our reputation as a result of claims involving the quality of our services;
- fee discounting or renegotiation, lower pricing, less advantageous contract terms and unexpected terminations of client engagements;
- competition for clients and key personnel;
- general economic factors, industry trends, restructuring and bankruptcy rates, legal or regulatory requirements, capital market conditions, merger and acquisition activity, major litigation activity and other events outside of our control;
- our ability to manage growth;
- risk of non-payment of receivables;
- the amount and terms of our outstanding indebtedness;
- risks relating to the obsolescence of, changes to, or the protection of, our proprietary software products and intellectual property rights; and
- fluctuations in the mix of our services and the geographic locations in which our clients are located or our services are rendered.

There may be other factors that may cause our actual results to differ materially from our forward-looking statements. All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this Quarterly Report on Form 10-Q and are expressly qualified in their entirety by the cautionary statements included herein. We undertake no obligation to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances and do not intend to do so.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**

For information regarding our exposure to certain market risks see “Item 7A. Quantitative and Qualitative Disclosures about Market Risk,” in our Annual Report on Form 10-K for the year ended December 31, 2013. There have been no significant changes in our market risk exposure during the period covered by this Quarterly Report on Form 10-Q.

**Item 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures.** An evaluation of the effectiveness of the design and operation of our “disclosure controls and procedures” (as defined in Rule 13a-15(e) under the Exchange Act), as of the end of the period covered by this Quarterly Report on Form 10-Q was made under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures (a) were effective to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is timely recorded, processed, summarized and reported and (b) included, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

**Changes in Internal Control over Financial Reporting.** There have not been any changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.



**PART II—OTHER INFORMATION**

**Item 1. Legal Proceedings**

From time to time in the ordinary course of business, we are subject to claims, asserted or unasserted, or named as a party to lawsuits or investigations. Litigation, in general, and intellectual property and securities litigation in particular, can be expensive and disruptive to normal business operations. Moreover, the results of legal proceedings cannot be predicted with any certainty and in the case of more complex legal proceedings such as intellectual property and securities litigation, the results are difficult to predict at all. We are not aware of any asserted or unasserted legal proceedings or claims that we believe would have a material adverse effect on our financial condition or results of our operations.

**Item 1A. Risk Factors**

There has been no material change in any risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2013, filed with the Securities and Exchange Commission (the “SEC”) on February 24, 2014. We may disclose changes to risk factors or disclose additional factors from time to time in our future filings with the Securities and Exchange Commission. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

*Unregistered sales of equity securities.*

None

*Repurchases of our common stock.* The following table provides information with respect to purchases we made of our common stock during the third quarter ended September 30, 2014.

	Total Number of Shares Purchased	Average Price Paid per Share	Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value that May Yet Be Purchased Under the Program
July 1 through July 31, 2014	3,353 <sup>(1)</sup>	\$37.06	—	\$ —
August 1 through August 31, 2014	1,063 <sup>(1)</sup>	\$37.07	—	\$ —
September 1 through September 30, 2014	5,201 <sup>(1)</sup>	\$36.88	—	\$ —
Total	<u>9,617</u>		<u>—</u>	<u>\$ —</u>

<sup>(1)</sup> Represents shares of common stock withheld to cover payroll tax withholdings related to the lapse of restrictions on restricted stock.

**Item 3. Defaults Upon Senior Securities.**

None

**Item 4. Mine Safety Disclosures.**

Not applicable

**Item 5. Other Information.**

None

**Item 6. Exhibits****(a) Exhibits.**

<u>Exhibit Number</u>	<u>Exhibit Description</u>
3.1	Articles of Incorporation of FTI Consulting, Inc., as amended and restated. (Filed with the SEC on May 23, 2003 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 21, 2003 and incorporated herein by reference.)
3.2	Articles of Amendment of FTI Consulting, Inc. (Filed with the SEC on June 2, 2011 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 1, 2011 and incorporated herein by reference.)
3.3	Bylaws of FTI Consulting, Inc., as amended and restated on June 1, 2011 (Filed with the SEC on June 2, 2011 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 1, 2011 and incorporated herein by reference.)
3.4	Amendment No. 1 to Amended and Restated Bylaws of FTI Consulting, Inc. (Filed with the SEC on December 16, 2013 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 13, 2013 and incorporated herein by reference.)
3.5	Amendment No. 2 to Amended and Restated Bylaws of FTI Consulting, Inc. (Filed with the SEC on September 22, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 17, 2014 and incorporated herein by reference.)
10.1*	Offer of Employment Letter dated July 10, 2014, by and between FTI Consulting, Inc. and David M. Johnson (Filed with the SEC on July 31, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated July 30, 2014 and incorporated herein by reference.)
10.2*	Form of FTI Consulting, Inc. Restricted Stock Agreement for Employment Inducement Awards to Chief Financial Officer and Chief Strategy and Transformation Officer (Filed with the SEC on August 22, 2014 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (File No.: 333-198311) and incorporated herein by reference.)
10.3*	Form of FTI Consulting, Inc. Non-Statutory Stock Option Agreement for Employment Inducement Award to Chief Financial Officer and Chief Strategy and Transformation Officer (Filed with the SEC on August 22, 2014 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (File No.: 333-198311) and incorporated herein by reference.)
10.4†*	Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Paul Linton
10.5†*	Offer of Employment Letter dated July 2, 2014, by and between FTI Consulting, Inc. and Holly Paul
10.6†*	Amendment No. 1 to Offer of Employment Letter dated July 27, 2014, by and between FTI Consulting, Inc. and Holly Paul
31.1†	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended (Section 302 of the Sarbanes-Oxley Act of 2002).
31.2†	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended (Section 302 of the Sarbanes-Oxley Act of 2002).
32.1†	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).
32.2†	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002).

<u>Exhibit Number</u>	<u>Exhibit Description</u>
99.1	FTI Consulting, Inc. Corporate Governance Guidelines, Amended and Restated Effective as of September 17, 2014 (Filed with the SEC on September 22, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 17, 2014 and incorporated herein by reference.)
101	The following financial information from the Quarterly Report on Form 10-Q of FTI Consulting, Inc. for the quarter ended September 30, 2014, filed electronically herewith, and formatted in XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets; (ii) Condensed Consolidated Statements of Income (Loss); (iii) Condensed Consolidated Statement of Stockholders' Equity and Comprehensive Income; (iv) Condensed Consolidated Statements of Cash Flows; and (v) Notes to the Condensed Consolidated Financial Statements, tagged as blocks of text.

\* Management contract or compensatory plan or arrangement

† Filed herewith





July 15, 2014

Mr. Paul Linton  
5915 Sonoma Rd.  
Bethesda, MD 20817

Re: Offer of Employment

Dear Paul:

We are delighted to extend to you the following Offer of Employment at FTI Consulting, Inc. (the "Company"). Subject to Board and Compensation Committee approval, the terms of your employment will be as follows:

- 1. Position.** Chief Strategy/Transformation Officer
- 2. Base Salary.** You will be classified as a full-time, exempt, regular employee at an annualized base salary of \$450,000 per year which will be paid in bi-weekly increments of \$17,307.69, minus taxes and withholdings.
- 3. Bonus Opportunity.** Subject to Board approval and beginning in 2015, you will participate in the Executive Incentive Compensation Plan ("EICP") with bonus opportunities set annually upon achievement of corporate and individual goals. Your target bonus opportunity shall be 100% of Base Salary and maximum bonus opportunity shall be 150% of Base Salary. You must be employed on the bonus payment date to earn any such bonus. To the extent consistent with the form of bonus payments made to other executives of the Company, your annual bonus, if any, may be paid by paying two-thirds in cash and one-third in the form of time-vesting restricted stock if available.
- 4. Annual LTIP Award.** Subject to Board approval and beginning in 2015, you shall participate in the Company's Executive long-term incentive program applicable to senior executives (the "LTIP") and will have an expected annual LTIP target opportunity of \$450,000, valued in accordance with the Committee practice. The actual LTIP award granted and the terms and conditions of any LTIP award shall be subject to the discretion of the Committee and may be settled through cash or stock; provided that the terms and conditions of any LTIP award shall be the same as for similar awards made contemporaneously to any senior executive officers of the Company.
- 5. 2014 Bonus.** In lieu of participation in the in the Bonus Opportunity and LTIP award for 2014 and subject to Board approval, FTI shall provide you with a cash bonus valued at a pro rata portion of \$900,000, which amount will be payable in March 2015 in accordance with standard procedure for payment of annual bonuses. The amount will be determined by multiplying \$900,000 times a fraction, the numerator of which shall be the number of months remaining between the start date and December 31, 2014, and the denominator will be twelve. Should your employment end prior to your twelve month anniversary due to your resignation, or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI the full bonus. If your employment ends after twelve months, but prior to your twenty-four month anniversary due to your resignation or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI two thirds of the signing bonus. If your employment ends after twenty-four months, but prior to your thirty-six month anniversary due to your resignation or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI one third of the signing bonus.

909 Commerce Rd. | Annapolis, MD 21401  
800.334.5701 telephone | 410.224.9740 fax | fticonsulting.com

6. **Signing Bonus.** Subject to Compensation Committee approval, FTI shall provide you with a retention package valued at \$1,100,000 as of the date of grant, which date shall not be prior to the date that you first commence employment with the Company, which will consist of shares of restricted common stock of FTI valued at \$550,000 based on the closing share price on the date of grant and stock options with a Black Scholes value of \$550,000 based on the Black-Scholes value set forth in the latest periodic report of the Company filed with the Securities and Exchange Commission, with an exercise price equal to the Company's closing share price per share on the date of grant. These awards will vest ratably on each of the first through third anniversaries of the grant date. In the event of your termination without cause or termination by you with good reason, (i) one third of the unvested portions of the restricted stock award and stock option award will immediately vest and (ii) your vested stock option will remain exercisable for ninety (90) days after date of your termination; provided, however, in no event shall any option be exercisable after the expiration date of such stock option. All other terms, including vesting terms on other termination events, shall be consistent with the Company's general form of restricted stock and stock option award agreements, as the case may be.
7. **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.
8. **Benefits.** Effective the first of the month following your start date (or effective that day if your start date is on the first of a month), you will be eligible to participate in FTI's group health benefit plan. Additionally, you will be eligible to participate in FTI's 401(k) plan effective immediately following your first day of employment with the firm. More details are provided within the Employee Benefits Summary.
9. **Payments on Termination of Employment.**
  - a. Termination by Company for Cause or by Employee Without Good Reason. If Company terminates Employee's employment for Cause or if Employee resigns without Good Reason, Company will promptly, no later than 30 days from the date of such termination of employment, pay to Employee:
    - i. the unpaid amount, if any, of Employee's Base Salary through the effective date of termination;
    - ii. the amount of any substantiated but previously unreimbursed business expenses incurred through the date of termination; and
    - iii. any additional entitlements, if any, to which Employee is entitled under the terms of this Offer or any Company benefit plan or arrangement in which Employee was a participant.

The aggregate of the amounts described in Section 9(a)(i) through Section 9(a)(iii) hereunder shall be referred to in this Agreement as the "Accrued Compensation".

- b. Termination by Company Without Cause or by Employee for Good Reason. If Company terminates Employee's employment without Cause (defined below) or Employee resigns for Good Reason (defined below), Employee will be entitled to receive the following payments and benefits:
  - i. any Accrued Compensation, which amount shall be paid in a lump sum within 30 days of the date of termination;
  - ii. continued payment of Employee's Base Salary for the salary continuation period specified below (the "Salary Continuation Period"); provided that such amount shall be increased to



one times the sum of Employee's (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company's 2009 Omnibus Incentive Plan); and

- iii. continuing group health and group life insurance coverage for Employee and, where applicable, Employee's spouse and eligible dependents ("Benefit Continuation Coverage") during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee's spouse and eligible dependents, on an after tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its obligations under this Section 9(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").

For purposes hereof, Good Reason shall mean

- (i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
- (ii) a material reduction in Employee's Base Salary;
- (iii) a required relocation of Employee's principal office by more than 50 miles from his office location in Washington, D.C.; or

(iv) any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee; provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

For Purposes hereof, the following events constitute Cause: If Employee

- (i) is convicted of or pleads *nolo contendere* to a felony;
- (ii) commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
- (iii) engages in any act or omission which is in material violation of any material policy of the Company;
- (iv) engages in willful material misconduct or gross negligence in connection with the performance of his duties;
- (v) substantially fails to perform his material duties after written request for such performance from the Board;
- (vi) continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or



(vii) engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.

c. **General Release.** Employee (or Employee's estate or other beneficiary) shall provide FTI with an executed and effective general release (the "**Release**") of all claims arising under this Offer of Employment or arising out of Employee's employment relationship with FTI, in a form acceptable to FTI, and such Release must be executed by the Employee and no longer subject to revocation within sixty (60) days of the Employee's final day of employment, as a condition of receipt of any salary continuation, accelerated vesting of such options or other equity awards, or continued benefits pursuant to this Section 9. Any amounts payable pursuant to this Section 9 shall not be paid until the first scheduled payment date following the date the Release is executed and no longer subject to revocation, with the first such payment being in an amount equal to the total amount to which Employee would otherwise have been entitled during the period following the date of termination if such deferral had not been required; provided, however, that to the extent that any such payments constitute "nonqualified deferred compensation" for purposes of Code Section 409A, and the sixty (60) day period following the Employee's final day of employment begins in one taxable year of the Employee and ends in a second taxable year, then such payment will be made in the second taxable year to the extent necessary to avoid the adverse tax consequences under Code Section 409A, and, if such payments are required to be so deferred, the first payment shall be in an amount equal to the total amount to which Employee would otherwise have been entitled during the period following the date of termination if such deferral had not been required.

**10. Non-Competition Covenants.** Recognizing that Employee is receiving substantial compensation and access to FTI confidential information, Employee acknowledges that during the Restricted Period (defined below), Employee will not, directly or indirectly, be employed by (where Employee's employment would involve any level of strategic, advisory, technical, creative, sales, or other similar input), lend money to, invest in, or engage in a Competing Business (defined below) in any Market Area (defined below). This prohibition includes, but is not limited to, acting, either singly or jointly or as agent for, or as an employee of or consultant or independent contractor to, any one or more persons, firms, entities, or corporations directly or indirectly (as a director, independent contractor, representative, consultant, member, or otherwise) in such Competing Business. Notwithstanding the foregoing, (a) Employee may own up to five percent (5%) of the outstanding capital stock of any corporation or other entity that is publicly traded, and (b) following the termination of Employee's employment hereunder, Employee may provide services as an officer, consultant, employee, director, partner or otherwise to an entity engaged in multiple business lines (including a business line that is a Competing Business) provided that the business line(s) for which Employee provides services is not a Competing Business.

**11. Non-Solicitation Covenants.** During the Restricted Period (defined below), Employee will not, directly or indirectly, whether for Employee or for any other individual or entity (other than Company), intentionally:

- a. solicit business regarding any case or matter about which Employee was aware during the term of your employment;
- b. solicit any person or entity who is a client of the Company's business within a twenty-four (24) month period of time immediately prior to the termination of Employee's employment with the Company; or





- c. solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise engages to perform services including, but not limited to, any employees, independent consultants, engineers, or sales representatives, or any contractor, subcontractor, supplier, or vendor of the Company, to leave the employ of or discontinue providing services to the Company, provided, however, that this restriction will not apply in the case of any clerical employee of the Company or in the case of any other employee whose employment with the Company has been terminated for at least one (1) year.

- 12. Confidential Information of Company.** Employee's association with Company under this Offer of Employment has given and will give Employee access to Confidential Information (defined below) not generally known outside of Company that may be of value to Company or that has been given to Company in confidence by third parties. Employee acknowledges and agrees that using, disclosing, or publishing any Confidential Information in an unauthorized or improper manner could cause Company substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee will not at any time, except in performing the duties of Employee's employment under this Offer of Employment (or with the prior written consent of the FTI Board of Directors or Senior Management), directly or indirectly, use, disclose, or publish any Confidential Information that Employee may learn or become aware of, or may have learned or have become aware of because of Employee's association with Company, or use any such Confidential Information in a manner that is or may reasonably be likely to be detrimental to the business of Company. For the purposes hereof, the term "Confidential Information" includes, without limitation, information not previously disclosed to the public or to the trade by Company with respect to its or their present or future business, operations, services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, trade secrets, copyrights, software, source code, systems, patents, procedures, manuals, specifications, any other intellectual property, confidential reports, price lists, pricing formulas, customer lists, financial information, business plans, lease structure, projections, prospects, or opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, proposals, response to any request for proposal, any other confidential and proprietary information, and any other information not generally known outside Company that may be of value to Company, but excludes any information already properly in the public domain. Confidential Information also includes confidential and proprietary information and trade secrets that third parties entrust to FTI or Company in confidence. Confidential Information shall not include any information that (i) has been properly published in a form generally available to the public prior to the date Employee proposes to disclose or use such information or otherwise is or becomes public knowledge through legal means without fault by Employee, (ii) is already public knowledge prior to the signing of this Offer, (iii) was disclosed by the Employee in the proper performance of the Employee's duties hereunder, or (iv) must be disclosed pursuant to applicable law, court order or pursuant to the request of a governmental authority. Information shall not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination. Employee understands and agrees that the rights and obligations set forth in this Section will continue indefinitely and will survive termination of Employee's employment with Company.
- 13. Confidential Information of Others.** Employee will not use in working for Company and will not disclose to Company any trade secrets or other information Employee does not have the right to use or disclose and that Company is not free to use without liability of any kind. Employee will promptly inform Company in writing of any patents, copyrights, trademarks, or other proprietary rights known to Employee that Company may violate because of information provided to it by Employee.



**14. Property Rights.** Employee confirms that all Confidential Information is and must remain the exclusive property of Company. All business records, business papers, and business documents kept or created by Employee in the course of Employee's employment by Company relating to the business of Company must be and remain the property of Company. Notwithstanding the foregoing, Employee may retain Employee's rolodex, palm pilot or similar device, and solely the personal non-business information stored thereon, to the extent such device does not contain Confidential Information or other property belonging to Company (written or otherwise) not otherwise in the public domain. Employee will not retain copies, excerpts, summaries, or compilations of the foregoing information and materials following the termination of employment. The rights and obligations set forth in this Section will survive for a period of two (2) years following the termination of Employee's employment with Company.

**15. Intellectual Property.**

- a. All records, in whatever media, documents, papers, inventions and notebooks, drawings, designs, technical information, source code, object code, processes, methods or other copyrightable or otherwise protected works Employee conceives, creates, makes, invents or discovers or that otherwise relate to any work Employee performs or performed for Company or that arise from the use or assistance of Company's facilities, materials, personnel or Confidential Information in the course of Employee's employment (whether or not during usual working hours), whether conceived, created, discovered, made or invented individually or jointly with others, will, together with all the worldwide patent, copyright, trade secret, or other intellectual property rights in all such works, be and remain the absolute property of Company. Employee irrevocably and unconditionally waives all rights that may otherwise vest in Employee's authorship (on or after the date of employment) in connection with Employee's authorship of any such copyrightable works in the course of Employee's employment with Company, wherever in the world enforceable. Without limitation, Employee waives the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment. Employee recognizes any such works are "works for hire" of which Company is the author.
- b. Subject to Section 15(d), Employee will promptly disclose, grant and assign ownership to Company for its sole use and benefit any and all ideas, processes, inventions, discoveries, improvements, technical information, and copyrightable works (whether patentable or not) that Employee develops, acquires, conceives or reduces to practice (whether or not during usual working hours) while employed by Company. Subject to Section 15(d), Employee will promptly disclose and hereby grants and assigns ownership to Company of all patent applications, letters patent, utility and design patents, copyrights and reissues thereof, or any foreign equivalents thereof, that may at any time be filed or granted for or upon any such invention, improvement, or information. In connection therewith:
  - i. Employee will, without charge but at Company's expense, promptly execute and deliver such applications, assignments, descriptions and other instruments as Company may consider reasonable, necessary or proper to vest title to any such inventions, discoveries, improvements, technical information, patent applications, patents, copyrightable work or reissues thereof in Company and to enable it to obtain and maintain the entire worldwide right and title thereto; and
  - ii. Employee will provide to Company at its expense all such assistance as Company may reasonably require in the prosecution of applications for such patents, copyrights or reissues thereof, in the prosecution or defense of interferences that may be declared involving any such applications, patents or copyrights and in any litigation in which Company may be involved relating to any such patents, inventions, discoveries, improvements, technical



information or copyrightable works or reissues thereof. Company will reimburse Employee for reasonable out-of-pocket expenses incurred and pay Employee reasonable compensation (at a rate not less than the last prevailing fixed compensation rate received by the Employee during Employee's employment hereunder) for Employee's time if Company no longer employs Employee.

- c. To the extent, if any, that Employee owns rights to works, inventions, discoveries, proprietary information, and copyrighted or copyrightable works, or other forms of intellectual property that are incorporated in the work product Employee creates for Company, Employee agrees that Company will have an unrestricted, nonexclusive, royalty-free, perpetual, transferable license to make, use, sell, offer for sale, and sublicense such works and property in whatever form, and Employee hereby grants such license to Company.
- d. Notwithstanding the foregoing, this Section 15 (relating to records, documents, papers, inventions, notebooks, source code, object code, processes, methods, patent applications, letters patent, processes, inventions, discoveries, improvements, technical information, ideas, copyrightable works, copyrights and reissues thereof, and other intellectual property described above, together with any foreign equivalents thereof (each, an "IP Asset") shall not apply to any IP Asset for which no equipment, supplies, facility or trade secret information of Company (including any of its predecessors) was used and that was developed entirely on Employee's own time, unless (a) the IP Asset relates (i) directly to the business of Company, or (ii) Company's actual or anticipated research or development, or (b) the IP Asset results from any work Employee performed as an employee of Company.

**16. Definitions.** For purposes of Sections 10 through 15, the following terms shall have the meaning set forth below:

- a. Restricted Period. For purposes hereof, the term "Restricted Period" means the period beginning on the date of the signing of this offer and ending on the date that is twelve months from employee's date of termination. Notwithstanding the foregoing, the Restricted Period will terminate immediately upon the breach by the Company of its obligations under this Offer of Employment. The duration of the Restricted Period will be extended by the amount of any and all periods that Employee violates the covenants of any of Sections 10 and 11.
- b. Salary Continuation Period. Twelve months
- c. Competing Business. For the purposes hereof, the term "Competing Business" means consulting services, including any lines of business actively conducted by the Company during the period of Employee's employment with Company and at the time Employee's employment ends.
- d. Market Area. For purposes hereof, the term "Market Area" means the area within a 50 mile radius of any location in which Company has an office.

**17. Enforceability.** If any of the provisions of Sections 10 through 15 are ever deemed to exceed the time, geographic area, or activity limitations the law permits, the limitations will be reduced to the maximum permissible limitation, and Employee and Company authorize a court or arbitrator having jurisdiction to reform the provisions to the maximum time, geographic area, or activity limitations the law permits; provided, however, that such reductions apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

**18. Remedies.** Without limiting the remedies available to the parties, each party acknowledges that a breach of any of the covenants in Sections 10 through 15 may result in material irreparable injury to Company for which there is no adequate remedy at law, and that it will not be possible to measure damages for such injuries precisely. The parties agree that, if there is a breach or threatened breach of



such covenants, Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Employee from engaging in prohibited activities or such other relief as may be required to specifically enforce any of said covenants. Each party agrees that all remedies expressly provided for in this Offer of Employment are cumulative of any and all other remedies now existing at law or in equity. In addition to the remedies provided herein, the parties will be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for compensation, and for the specific enforcement of the covenants contained in Sections 11 through 16. Resorting to any remedy provided for in this Section or provided for by law will not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies, or preclude a recovery of monetary damages and compensation.

**19. 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.

**20. Section 409A Compliance.**

- a. General. If Employee notifies the Company (with specificity as to the reason therefor) that Employee believes that any provision of this Offer Letter (or of any award of compensation or benefits) would cause Employee to incur any additional tax or interest under Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, with the consent of Employee, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Employee and the Company of the applicable provision without violating the provisions of Code Section 409A.
- b. "Separation from Service"; "Specified Employee"; Six-Month Delay. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Offer Letter 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 Offer Letter, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Employee is 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 or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee, and (ii) the date of Employee's death. Upon the expiration of such six-month delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein.
- c. Reimbursement of Expenses. Notwithstanding anything to the contrary in this Offer Letter, with respect to any reimbursement of expenses of, or any provision of in-kind benefits to, Employee, as specified under this Offer Letter, the reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (i) the expenses eligible for reimbursement or the



amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of in-kind benefits provided in any other taxable year; (ii) the reimbursement of an eligible expense shall be made no later than the end of the taxable year after the taxable year in which such expense was incurred; and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

- d. Installment Payments; Specified Payment Periods. For purposes of Code Section 409A, the right to a series of installment payments under this Offer Letter shall be treated as a right to a series of separate payments. Whenever a payment under this Offer Letter specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.
- e. Change in Control Definition. Notwithstanding anything to the contrary in this Offer Letter, for purposes of the payment of any deferred compensation hereunder, an event shall not be considered to be a "Change in Control" hereunder unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Code Section 409A.

21. **Governing Law.** The Offer of Employment will be governed by the laws of the state of Maryland, without regard to any conflict of laws provisions.

This offer is contingent upon your: (1) fully disclosing to FTI the terms of any prior or existing employment contracts and any limitations on your employment with FTI, (2) stating that you have not breached any such obligation, whether expressed or implied, (3) agreeing that if such obligations do exist, you will not knowingly or willfully violate any such terms or limitations so long as they remain in force, and (4) stating that notwithstanding any other obligation binding on you, that you are available to start work with FTI on the agreed upon date.

We think you will find FTI Consulting a challenging and rewarding place to work and look forward to your favorable response to our offer. If you have any questions regarding group benefits or human resources related issues, please feel free to contact me at (254)848-4084.

Sincerely,



Suzanne Alexander  
VP, Global Human Resources

Enclosures

I hereby accept the terms of this letter as outlined above.



Paul Linton

July 29, 2014

Date





July 2, 2014

Holly Paul  
6016 Kingsford Road  
Bethesda, Maryland 20817

Re: Offer of Employment

Dear Holly:

We are delighted to extend to you the following Offer of Employment at FTI Consulting, Inc. (the "Company"). Subject to Board and Compensation Committee approval, the terms of your employment will be as follows:

1. **Position.** Chief Human Resources Officer
2. **Base Salary.** You will be classified as a full-time, exempt, regular employee at an annualized base salary of \$400,000 per year which will be paid in bi-weekly increments of \$15,384.62, minus taxes and withholdings.
3. **Bonus Opportunity.** Subject to Board approval and beginning in 2015, you will participate in the Executive Incentive Compensation Plan ("EICP") with bonus opportunities set annually upon achievement of corporate and individual goals. Your target bonus opportunity shall be 100% of Base Salary and maximum bonus opportunity shall be 150% of Base Salary. You must be employed on the bonus payment date to earn any such bonus. To the extent consistent with the form of bonus payments made to other executives of the Company, your annual bonus, if any, may be paid by paying two-thirds in cash and one-third in the form of time-vesting restricted stock if available.
4. **Annual LTIP Award.** Subject to Board approval and beginning in 2015, you shall participate in the Company's Executive long-term incentive program applicable to senior executives (the "LTIP") and will have an expected annual LTIP target opportunity of \$400,000, valued in accordance with the Committee practice. The actual LTIP award granted and the terms and conditions of any LTIP award shall be subject to the discretion of the Committee and may be settled through cash or stock; provided that the terms and conditions of any LTIP award shall be the same as for similar awards made contemporaneously to any senior executive officers of the Company.
5. **2014 Bonus.** Anticipating a start date sometime in late August, in lieu of participation in the Bonus Opportunity and LTIP award for 2014 and subject to Board approval, FTI shall provide you with a cash bonus valued at \$300,000 which amount will be payable in March 2015 in accordance with standard procedure for payment of annual bonuses. Should your employment end prior to your twelve month anniversary due to your resignation, or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI \$300,000. If your employment ends after twelve months, but prior to your twenty-four month anniversary due to your resignation or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI \$200,000. If your employment ends after twenty-four months, but prior to your thirty-six month anniversary due to your resignation or if FTI terminates your employment for cause, you will be responsible for reimbursing FTI \$100,000.
6. **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.
7. **Benefits.** Effective the first of the month following your start date (or effective that day if your start date is on the first of a month), you will be eligible to participate in FTI's group health benefit plan.

909 Commerce Rd. | Annapolis, MD 21401  
800.334.5701 telephone | 410.224.9740 fax | fticonsulting.com

Additionally, you will be eligible to participate in FTI's 401(k) plan effective immediately following your first day of employment with the firm. More details are provided within the Employee Benefits Summary.

**8. Payments on Termination of Employment.**

- a. Termination by Company for Cause or by Employee Without Good Reason. If Company terminates Employee's employment for Cause or if Employee resigns without Good Reason, Company will promptly, no later than 30 days from the date of such termination of employment, pay to Employee:
- i. the unpaid amount, if any, of Employee's Base Salary through the effective date of termination;
  - ii. the amount of any substantiated but previously unreimbursed business expenses incurred through the date of termination; and
  - iii. any additional entitlements, if any, to which Employee is entitled under the terms of this Offer or any Company benefit plan or arrangement in which Employee was a participant.

The aggregate of the amounts described in Section 6(a)(i) through Section 6(a)(iii) hereunder shall be referred to in this Agreement as the "Accrued Compensation".

- b. Termination by Company Without Cause or by Employee for Good Reason. If Company terminates Employee's employment without Cause (defined below) or Employee resigns for Good Reason (defined below), Employee will be entitled to receive the following payments and benefits:
- i. any Accrued Compensation, which amount shall be paid in a lump sum within 30 days of the date of termination;
  - ii. continued payment of Employee's Base Salary for the salary continuation period specified below (the "Salary Continuation Period"); provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Code Section 409A"), any such payment scheduled to occur during the first sixty (60) days following the termination of employment shall not be paid until the first regularly scheduled pay period following the sixtieth (60th) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto; and
  - iii. continuing group health and group life insurance coverage for Employee and, where applicable, Employee's spouse and eligible dependents ("Benefit Continuation Coverage") during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee's spouse and eligible dependents, on an after tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its obligations under this Section 10(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").



For purposes hereof, Good Reason shall mean

- (i) a material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
- (ii) a material reduction in Employee's Base Salary;
- (iii) a required relocation of Employee's principal office by more than 50 miles from her office location in Washington, D.C.; or

(iv) any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee; provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

For Purposes hereof, the following events constitute Cause: If Employee

- (i) is convicted of or pleads *nolo contendere* to a felony;
- (ii) commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
- (iii) engages in any act or omission which is in material violation of any material policy of the Company;
- (iv) engages in willful material misconduct or gross negligence in connection with the performance of his duties;
- (v) substantially fails to perform his material duties after written request for such performance from the Board;

(vi) continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or

(vii) engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.

- c. General Release. Employee (or Employee's estate or other beneficiary) shall provide FTI with an executed and effective general release (the "Release") of all claims arising under this Offer of Employment or arising out of Employee's employment relationship with FTI, in a form acceptable to FTI, and such Release must be executed by the Employee and no longer subject to revocation within sixty (60) days of the Employee's final day of employment, as a condition of receipt of any salary continuation, accelerated vesting of such options or other equity awards, or continued benefits pursuant to this Section 8. Any amounts payable pursuant to this Section 8 shall not be paid until the first scheduled payment date following the date the Release is executed and no longer subject to revocation, with the first such payment being in an amount equal to the total amount to which Employee would otherwise have been entitled during the period following the date of termination if such deferral had not been required; provided, however, that to the extent that any such payments constitute "nonqualified deferred compensation" for purposes of Code Section 409A, and the sixty (60) day period following the Employee's final day of employment





begins in one taxable year of the Employee and ends in a second taxable year, then such payment will be made in the second taxable year to the extent necessary to avoid the adverse tax consequences under Code Section 409A, and, if such payments are required to be so deferred, the first payment shall be in an amount equal to the total amount to which Employee would otherwise have been entitled during the period following the date of termination if such deferral had not been required.

- 9. Non-Competition Covenants.** Recognizing that Employee is receiving substantial compensation and access to FTI confidential information, Employee acknowledges that during the Restricted Period (defined below), Employee will not, directly or indirectly, be employed by (where Employee's employment would involve any level of strategic, advisory, technical, creative, sales, or other similar input), lend money to, invest in, or engage in a Competing Business (defined below) in any Market Area (defined below). This prohibition includes, but is not limited to, acting, either singly or jointly or as agent for, or as an employee of or consultant or independent contractor to, any one or more persons, firms, entities, or corporations directly or indirectly (as a director, independent contractor, representative, consultant, member, or otherwise) in such Competing Business. Notwithstanding the foregoing, (a) Employee may own up to five percent (5%) of the outstanding capital stock of any corporation or other entity that is publicly traded, and (b) following the termination of Employee's employment hereunder, Employee may provide services as an officer, consultant, employee, director, partner or otherwise to an entity engaged in multiple business lines (including a business line that is a Competing Business) provided that the business line(s) for which Employee provides services is not a Competing Business.
- 10. Non-Solicitation Covenants.** During the Restricted Period (defined below), Employee will not, directly or indirectly, whether for Employee or for any other individual or entity (other than Company), intentionally:
- a. solicit business regarding any case or matter about which Employee was aware during the term of your employment;
  - b. solicit any person or entity who is a client of the Company's business within a twenty-four (24) month period of time immediately prior to the termination of Employee's employment with the Company; or
  - c. solicit, induce or otherwise attempt to influence any person who the Company employs or otherwise engages to perform services including, but not limited to, any employees, independent consultants, engineers, or sales representatives, or any contractor, subcontractor, supplier, or vendor of the Company, to leave the employ of or discontinue providing services to the Company, provided, however, that this restriction will not apply in the case of any clerical employee of the Company or in the case of any other employee whose employment with the Company has been terminated for at least one (1) year.
- 11. Confidential Information of Company.** Employee's association with Company under this Offer of Employment has given and will give Employee access to Confidential Information (defined below) not generally known outside of Company that may be of value to Company or that has been given to Company in confidence by third parties. Employee acknowledges and agrees that using, disclosing, or publishing any Confidential Information in an unauthorized or improper manner could cause Company substantial loss and damages that could not be readily calculated and for which no remedy at law would be adequate. Accordingly, Employee will not at any time, except in performing the duties of Employee's employment under this Offer of Employment (or with the prior written consent of the FTI Board of Directors or Senior Management), directly or indirectly, use, disclose, or publish any Confidential Information that Employee may learn or become aware of, or may have learned or have



become aware of because of Employee's association with Company, or use any such Confidential Information in a manner that is or may reasonably be likely to be detrimental to the business of Company. For the purposes hereof, the term "Confidential Information" includes, without limitation, information not previously disclosed to the public or to the trade by Company with respect to its or their present or future business, operations, services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, trade secrets, copyrights, software, source code, systems, patents, procedures, manuals, specifications, any other intellectual property, confidential reports, price lists, pricing formulas, customer lists, financial information, business plans, lease structure, projections, prospects, or opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, proposals, response to any request for proposal, any other confidential and proprietary information, and any other information not generally known outside Company that may be of value to Company, but excludes any information already properly in the public domain. Confidential Information also includes confidential and proprietary information and trade secrets that third parties entrust to FTI or Company in confidence. Confidential Information shall not include any information that (i) has been properly published in a form generally available to the public prior to the date Employee proposes to disclose or use such information or otherwise is or becomes public knowledge through legal means without fault by Employee, (ii) is already public knowledge prior to the signing of this Offer, (iii) was disclosed by the Employee in the proper performance of the Employee's duties hereunder, or (iv) must be disclosed pursuant to applicable law, court order or pursuant to the request of a governmental authority. Information shall not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination. Employee understands and agrees that the rights and obligations set forth in this Section will continue indefinitely and will survive termination of Employee's employment with Company.

12. **Confidential Information of Others.** Employee will not use in working for Company and will not disclose to Company any trade secrets or other information Employee does not have the right to use or disclose and that Company is not free to use without liability of any kind. Employee will promptly inform Company in writing of any patents, copyrights, trademarks, or other proprietary rights known to Employee that Company may violate because of information provided to it by Employee.
13. **Property Rights.** Employee confirms that all Confidential Information is and must remain the exclusive property of Company. All business records, business papers, and business documents kept or created by Employee in the course of Employee's employment by Company relating to the business of Company must be and remain the property of Company. Notwithstanding the foregoing, Employee may retain Employee's rolodex, palm pilot or similar device, and solely the personal non-business information stored thereon, to the extent such device does not contain Confidential Information or other property belonging to Company (written or otherwise) not otherwise in the public domain. Employee will not retain copies, excerpts, summaries, or compilations of the foregoing information and materials following the termination of employment. The rights and obligations set forth in this Section will survive for a period of two (2) years following the termination of Employee's employment with Company.
14. **Intellectual Property.**
  - a. All records, in whatever media, documents, papers, inventions and notebooks, drawings, designs, technical information, source code, object code, processes, methods or other copyrightable or otherwise protected works Employee conceives, creates, makes, invents or discovers or that otherwise relate to any work Employee performs or performed for Company or that arise from the use or assistance of Company's facilities, materials, personnel or Confidential Information in the



course of Employee's employment (whether or not during usual working hours), whether conceived, created, discovered, made or invented individually or jointly with others, will, together with all the worldwide patent, copyright, trade secret, or other intellectual property rights in all such works, be and remain the absolute property of Company. Employee irrevocably and unconditionally waives all rights that may otherwise vest in Employee's authorship (on or after the date of employment) in connection with Employee's authorship of any such copyrightable works in the course of Employee's employment with Company, wherever in the world enforceable. Without limitation, Employee waives the right to be identified as the author of any such works and the right not to have any such works subjected to derogatory treatment. Employee recognizes any such works are "works for hire" of which Company is the author.

- b. Subject to Section 14(d), Employee will promptly disclose, grant and assign ownership to Company for its sole use and benefit any and all ideas, processes, inventions, discoveries, improvements, technical information, and copyrightable works (whether patentable or not) that Employee develops, acquires, conceives or reduces to practice (whether or not during usual working hours) while employed by Company. Subject to Section 14(d), Employee will promptly disclose and hereby grants and assigns ownership to Company of all patent applications, letters patent, utility and design patents, copyrights and reissues thereof, or any foreign equivalents thereof, that may at any time be filed or granted for or upon any such invention, improvement, or information. In connection therewith:
  - i. Employee will, without charge but at Company's expense, promptly execute and deliver such applications, assignments, descriptions and other instruments as Company may consider reasonable, necessary or proper to vest title to any such inventions, discoveries, improvements, technical information, patent applications, patents, copyrightable work or reissues thereof in Company and to enable it to obtain and maintain the entire worldwide right and title thereto; and
  - ii. Employee will provide to Company at its expense all such assistance as Company may reasonably require in the prosecution of applications for such patents, copyrights or reissues thereof, in the prosecution or defense of interferences that may be declared involving any such applications, patents or copyrights and in any litigation in which Company may be involved relating to any such patents, inventions, discoveries, improvements, technical information or copyrightable works or reissues thereof. Company will reimburse Employee for reasonable out-of-pocket expenses incurred and pay Employee reasonable compensation (at a rate not less than the last prevailing fixed compensation rate received by the Employee during Employee's employment hereunder) for Employee's time if Company no longer employs Employee.
- c. To the extent, if any, that Employee owns rights to works, inventions, discoveries, proprietary information, and copyrighted or copyrightable works, or other forms of intellectual property that are incorporated in the work product Employee creates for Company, Employee agrees that Company will have an unrestricted, nonexclusive, royalty-free, perpetual, transferable license to make, use, sell, offer for sale, and sublicense such works and property in whatever form, and Employee hereby grants such license to Company.
- d. Notwithstanding the foregoing, this Section 14 (relating to records, documents, papers, inventions, notebooks, source code, object code, processes, methods, patent applications, letters patent, processes, inventions, discoveries, improvements, technical information, ideas, copyrightable works, copyrights and reissues thereof, and other intellectual property described above, together with any foreign equivalents thereof (each, an "IP Asset") shall not apply to any IP Asset for



which no equipment, supplies, facility or trade secret information of Company (including any of its predecessors) was used and that was developed entirely on Employee's own time, unless (a) the IP Asset relates (i) directly to the business of Company, or (ii) Company's actual or anticipated research or development, or (b) the IP Asset results from any work Employee performed as an employee of Company.

15. **Definitions.** For purposes of Sections 9 through 14, the following terms shall have the meaning set forth below:

- a. **Restricted Period.** For purposes hereof, the term "Restricted Period" means the period beginning on the date of the signing of this offer and ending on the date that is twelve months from employee's date of termination. Notwithstanding the foregoing, the Restricted Period will terminate immediately upon the breach by the Company of its obligations under this Offer of Employment. The duration of the Restricted Period will be extended by the amount of any and all periods that Employee violates the covenants of any of Sections 9 and 10.
- b. **Salary Continuation Period.** Twelve months.
- c. **Competing Business.** For the purposes hereof, the term "Competing Business" means consulting services, including any lines of business actively conducted by the Company during the period of Employee's employment with Company and at the time Employee's employment ends.
- d. **Market Area.** For purposes hereof, the term "Market Area" means the area within a 50 mile radius of any location in which Company has an office.

16. **Enforceability.** If any of the provisions of Sections 9 through 14 are ever deemed to exceed the time, geographic area, or activity limitations the law permits, the limitations will be reduced to the maximum permissible limitation, and Employee and Company authorize a court or arbitrator having jurisdiction to reform the provisions to the maximum time, geographic area, or activity limitations the law permits; provided, however, that such reductions apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

17. **Remedies.** Without limiting the remedies available to the parties, each party acknowledges that a breach of any of the covenants in Sections 9 through 14 may result in material irreparable injury to Company for which there is no adequate remedy at law, and that it will not be possible to measure damages for such injuries precisely. The parties agree that, if there is a breach or threatened breach of such covenants, Company will be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction restraining Employee from engaging in prohibited activities or such other relief as may be required to specifically enforce any of said covenants. Each party agrees that all remedies expressly provided for in this Offer of Employment are cumulative of any and all other remedies now existing at law or in equity. In addition to the remedies provided herein, the parties will be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for compensation, and for the specific enforcement of the covenants contained in Sections 9 through 14. Resorting to any remedy provided for in this Section or provided for by law will not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies, or preclude a recovery of monetary damages and compensation.

18. **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.

19. **Governing Law.** The Offer of Employment will be governed by the laws of the state of Maryland, without regard to any conflict of laws provisions.



This offer is contingent upon your: (1) fully disclosing to FTI the terms of any prior or existing employment contracts and any limitations on your employment with FTI, (2) stating that you have not breached any such obligation, whether expressed or implied, (3) agreeing that if such obligations do exist, you will not knowingly or willfully violate any such terms or limitations so long as they remain in force, and (4) stating that notwithstanding any other obligation binding on you, that you are available to start work with FTI on the agreed upon date.

We think you will find FTI Consulting a challenging and rewarding place to work and look forward to your favorable response to our offer. If you have any questions regarding group benefits or human resources related issues, please feel free to contact me at (254)848-4084.

Sincerely,



Suzanne Alexander  
VP, Global Human Resources

Enclosures

I hereby accept the terms of this letter as outlined above.



Holly Paul

7/8/14  
Date



We are pleased to extend to you the following amendment (this "Amendment") to the Offer Letter dated July 2, 2014 (the "Offer Letter").

1. Paragraph 8. Payments on Termination of Employment. Clause ii of Subsection b. Termination by Company Without Cause or by Employee for Good Reason of Paragraph 8 is deleted in its entirety and is replaced in its entirety as follows:

"ii. Continued payment of Employee's Base Salary for the salary continuation period specified below (the "Salary Continuation Period"); provided that such amount shall be increased to one times the sum of Employee's (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company's 2009 Omnibus Incentive Plan); and"

2. New Paragraph 20 – Section 409A Compliance, is hereby added to the Offer Letter to read in its entirety as follows:

"Section 409A Compliance.

(a) General. If Employee notifies the Company (with specificity as to the reason therefor) that Employee believes that any provision of this Offer Letter (or of any award of compensation or benefits) would cause Employee to incur any additional tax or interest under Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, with the consent of Employee, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Employee and the Company of the applicable provision without violating the provisions of Code Section 409A.

(b) "Separation from Service"; "Specified Employee"; Six-Month Delay. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Offer Letter 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 Offer Letter, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Employee is 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 or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee, and (ii) the date of Employee's death. Upon the expiration of such six-month delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein.

(c) Reimbursement of Expenses. Notwithstanding anything to the contrary in this Offer Letter, with respect to any reimbursement of expenses of, or any provision of in-kind benefits to, Employee, as specified under this Offer Letter, the reimbursement of expenses or provision of in-kind benefits shall be subject to the following conditions: (i) the expenses eligible for reimbursement or the amount of in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or the amount of

in-kind benefits provided in any other taxable year; (ii) the reimbursement of an eligible expense shall be made no later than the end of the taxable year after the taxable year in which such expense was incurred; and (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

(d) Installment Payments; Specified Payment Periods. For purposes of Code Section 409A, the right to a series of installment payments under this Offer Letter shall be treated as a right to a series of separate payments. Whenever a payment under this Offer Letter specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(e) Change in Control Definition. Notwithstanding anything to the contrary in this Offer Letter, for purposes of the payment of any deferred compensation hereunder, an event shall not be considered to be a "Change in Control" hereunder unless such event is also a "change in ownership," a "change in effective control" or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Code Section 409A."

3. Affirmation. This Amendment is to be read and construed with the Offer Letter as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Offer Letter shall remain in full force and effect.

4. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Offer Letter.

5. 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.

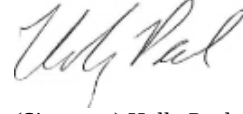
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

Sincerely,



Suzanne Alexander  
Vice President – Human Resources

I Hereby Accept and Agree to the Terms and Condition Set  
Forth Herein as of the Date Below Written



(Signature) Holly Paul

7/27/14  
(Date)





**Certification of Principal Financial Officer  
Pursuant to Rule 13a-14(a) and 15d-14(a)  
(Section 302 of the Sarbanes-Oxley Act of 2002)**

I, David M. Johnson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of FTI Consulting, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 30, 2014

By: \_\_\_\_\_ /s/ DAVID M. JOHNSON  
David M. Johnson  
Chief Financial Officer  
(principal financial officer)



**Certification of Principal Financial Officer**  
**Pursuant to 18 U.S.C. Section 1350**  
**(Section 906 of the Sarbanes-Oxley Act of 2002)**

In connection with the Quarterly Report of FTI Consulting, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David M. Johnson, Executive Vice President and Chief Financial Officer (principal financial officer) of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 30, 2014

By: \_\_\_\_\_ /s/ DAVID M. JOHNSON  
David M. Johnson  
Executive Vice President and Chief Financial Officer  
(principal financial officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.