

Registration No. 333-30357

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1

TO

FORM S-8

REGISTRATION STATEMENT
under
THE SECURITIES ACT OF 1933

FTI CONSULTING, INC.
(Exact name of issuer as specified in its charter)

Maryland
(State of Incorporation)

52-1261113
(IRS Employer Identification Number)

2021 Research Drive, Annapolis, Maryland 21401
(Address of Principal Executive Offices)

FTI CONSULTING, INC.
1997 Stock Option Plan, as Amended
(Full title of the Plan)

Jack B. Dunn, IV
Chief Executive Officer
FTI Consulting, Inc.
2021 Research Drive
Annapolis, Maryland 21401
(410) 224-8770
(Name, address and telephone number of agent for service)

Copy to:
John B. Watkins, Esquire
Wilmer, Cutler & Pickering
100 Light Street
Baltimore, Maryland 21202
(410) 986-2800

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (2)
Common Stock, par value \$.01 per share,	788,450 shares	\$3.33	\$ 2,625,539	\$729.90
	13,000 shares	9.00	117,000	32.53
	143,550 shares	5.50	789,525	219.49
	42,500 shares	5.06	215,050	59.78
	10,000 shares	4.50	45,000	12.51
	2,500 shares	3.25	8,125	2.26

(1) Also registered hereunder are such additional number of shares of Common Stock, presently indeterminable, as may be necessary to satisfy the antidilution provisions of the Plan to which this Registration Statement relates. The 1997 Stock Option Plan was amended effective May 20, 1998 to increase the number of shares of Common Stock reserved for issuance from 1.0 million to 2.0 million shares of Common Stock.

(2) The registration fee has been calculated in accordance with Rule 457(h) with respect to the 211,550 additional shares of Common Stock on the basis of the price at which the outstanding options may be exercised and 788,450 additional shares of Common Stock registered hereby on the basis of the average of the high and low sale prices reported on The Nasdaq National Market ("Nasdaq") on January

REGISTRATION OF ADDITIONAL SECURITIES.

The contents of the Registration Statement of FTI Consulting, Inc. (formerly known as Forensic Technologies International Corporation) on Form S-8 (File No. 333-30357) filed with the Securities and Exchange Commission on June 30, 1997 are incorporated by reference herein. The number of shares of Common Stock, par value \$.01 per share ("Common Stock"), reserved for sale upon exercise of stock options granted pursuant to the 1997 Stock Option Plan, as amended, of FTI Consulting, Inc. is increased by an additional 1,000,000 shares of Common Stock to a total of 2,000,000 shares of Common Stock. This Amendment No. 1 to the Registration Statement on Form S-8 (File No. 333-30357) is filed for the purpose of registering the additional 1,000,000 shares of Common Stock reserved thereunder.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

The validity of the authorization and issuance of the Common Stock offered hereby will be passed upon for the Company by Wilmer, Cutler & Pickering, Baltimore, Maryland. George P. Stamas, a member of the Board of Directors and a stockholder of the Company, is a partner in Wilmer, Cutler & Pickering. As of January 4, 1999, Mr. Stamas was the beneficial owner of 5,838 shares of Common Stock and stock options to purchase 27,950 shares of Common Stock of the Company.

Item 8. Exhibits

Number	Description
4.1*	Amended and Restated Articles of Incorporation of the Registrant.
4.2*	Restated By-Laws of the Registrant.
4.3	1997 Stock Option Plan, as amended May 20, 1998.
4.4*	Specimen certificate representing the Common Stock of Registrant.
4.5	Form of Option Agreement.
5.1	Opinion of Wilmer, Cutler & Pickering.
23.1	Consent of Independent Public Accountants.
23.2	Consent of Wilmer, Cutler & Pickering (included in Exhibit 5.1).
24.1	Power of Attorney (included as part of the signature page to this Registration Statement).

* Incorporated herein by reference from the Registrant's Registration Statement on Form SB-2 (File No. 333-2002).

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Amendment No. 1 to the Registration Statement on Form S-8 (File No. 333-30357) to be signed on its behalf by the undersigned, thereunto duly authorized, in Annapolis, Maryland on January 29, 1999.

FTI CONSULTING, INC.

/S/ Jack B. Dunn, IV

 Jack B. Dunn, IV
 Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS that Jack B. Dunn, IV has been appointed the true and lawful attorney-in-fact and agent of the persons identified below, with full power of substitution and resubstitution, for him or in his name, place and stead, in any and all capacities to sign any and all amendments or post-effective amendments to the Registration Statement on Form S-8 (File No. 333-30357) filed on June 30, 1997, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signature -----	Title -----	Date -----
/S/ Jack B. Dunn, IV ----- Jack B. Dunn, IV	Chairman of the Board and Chief Executive Officer (principal executive officer)	January 29, 1999
/S/ Stewart J. Kahn ----- Stewart J. Kahn	President	January 29, 1999
/S/ Gary Sindler ----- Gary Sindler	Executive Vice President and Chief Financial Officer, Secretary and Treasurer (principal financial and accounting officer)	January 29, 1999

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

EXHIBITS

to

AMENDMENT NO. 1
TO
FORM S-8

REGISTRATION STATEMENT

under

THE SECURITIES ACT OF 1933, As Amended

FTI CONSULTING, INC.
(Exact name of registrant as specified in its charter)

Exhibits

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FTI CONSULTING, INC.
1997 STOCK OPTION PLAN, AS AMENDED

PURPOSE	Forensic Technologies International Corporation, a Maryland corporation ("FTI" or the "Company"), wishes to recruit, reward, and retain employees and outside directors. To further these objectives, the Company hereby sets forth the Forensic Technologies International Corporation 1997 Stock Option Plan (the "Plan"), effective as of March 25, 1997 (the "Effective Date"), to provide options ("Options") to employees and outside directors to purchase shares of the Company's common stock (the "Common Stock").
OPTIONEES	<p>All Employees of FTI and the Eligible Subsidiaries are eligible for option grants under this Plan, as are the directors of FTI and the Eligible Subsidiaries who are not employees ("Eligible Directors"). Eligible employees and directors become optionees when the Administrator grants them an option under this Plan. The Administrator may also grant options to certain other service providers. The term optionee also includes, where appropriate, a person authorized to exercise an Option in place of the original recipient.</p> <p>Employee means any person employed as a common law employee of the Company or an Eligible Subsidiary.</p>
ADMINISTRATOR	<p>The Administrator will be the Compensation Committee of the Board of Directors of FTI (the "Compensation Committee"). The Board may also act under the Plan as though it were the Compensation Committee.</p> <p>The Administrator is responsible for the general operation and administration of the Plan and for carrying out its provisions and has full discretion in interpreting and administering the provisions of the Plan. Subject to the express provisions of the Plan, the Administrator may exercise such powers and authority of the FTI Board as the Administrator may find necessary or appropriate to carry out its functions. The Administrator may delegate its functions (other than those described in the GRANTING OF OPTIONS section) to officers or employees of FTI.</p> <p>The Administrator's powers will include, but not be limited to, the power to amend, waive, or extend any provision or limitation of any Option other than a Formula Option. The Administrator may act through meetings of a majority of its members or by unanimous consent.</p>
GRANTING OF OPTIONS	<p>Subject to the terms of the Plan, the Administrator will, in its sole discretion, determine the recipients of option grants, the terms of such grants, the schedule for exercisability (including any requirements that the optionee or the Company satisfy performance criteria), the time and conditions for expiration of the Option, and the form of payment due upon exercise.</p> <p>The Administrator's determinations under the Plan need not be uniform and need not consider whether possible optionees are similarly situated.</p> <p>Options granted to employees may be nonqualified stock options ("NQSOs") or "incentive stock options" ("ISOs") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"), or the corresponding provision of any subsequently enacted tax statute. Options granted to Eligible Directors must be NQSOs.</p> <p>The Administrator may also grant Options in substitution for options held by individuals who become employees of the Company or of an Eligible Subsidiary as a result of the Company's acquiring the individual's employer. If necessary to conform the Options to the options for which they are substitutes, the Administrator may grant substitute Options under terms and conditions that vary from those the Plan otherwise requires.</p>

DATE OF GRANT The Date of Grant will be the date as of which the Administrator awards an Option to an optionee, as specified in the Administrator's minutes, or as specified in this Plan.

EXERCISE PRICE The Exercise Price is the value of the consideration that an optionee must provide under an Option Agreement in exchange for one share of Common Stock. The Administrator will determine the Exercise Price under each Option. The Administrator may set the Exercise Price of an Option without regard to the Exercise Price of any other Options granted at the same or any other time.

The Exercise Price per share for NQSOs may not be less than 50% of the Fair Market Value of a share on the Date of Grant. If an Option is intended to be an ISO, the Exercise Price per share may not be less than the greater 100% of the Fair Market Value (on the Date of Grant) of a share of Stock covered by the Option; provided, however, that if the employee would otherwise be barred from receiving an ISO by reason of the provisions of Code Sections 422(b)(6) and 424(d) (relating to more than 10% stock-owners), the Exercise Price of an Option that is intended to be an ISO may not be less than 110% of the Fair Market Value (on the Date of Grant) of a share of Stock covered by the Option.

FAIR MARKET VALUE Fair Market Value of a share of Common Stock for purposes of the Plan will be determined as follows:

if the Common Stock is traded on a national securities exchange, the closing sale price on that date;

if the Common Stock is not traded on any such exchange, the closing sale price as reported by the National Association of Securities Dealers, Inc. Automated Quotation System ("Nasdaq") for such date;

if no such closing sale price information is available, the average of the closing bid and asked prices as reported by Nasdaq for such date; or

if there are no such closing bid and asked prices, the average of the closing bid and asked prices as reported by any other commercial service for such date.

For any date that is not a trading day, the Fair Market Value of a share of Common Stock for such date shall be determined by using the closing sale price or the average of the closing bid and asked prices, as appropriate, for the immediately preceding trading day.

The Company may use the consideration it receives from the optionee for general corporate purposes.

EXERCISABILITY

The Administrator will determine the times and conditions for exercise of each Option but may not extend the period for exercise beyond the tenth anniversary of its Date of Grant.

Options will become exercisable at such times and in such manner as the Administrator determines and the Option Agreement indicates; provided, however, that the Administrator may, on such terms and conditions as it determines appropriate, accelerate the time at which the optionee may exercise any portion of an Option.

No portion of an Option that is unexercisable at an optionee's termination of employment will thereafter become exercisable, unless the Option Agreement provides otherwise, either initially or by amendment.

LIMITATION ON ISOS

An Option granted to an employee will be an ISO only to the extent that the aggregate Fair Market Value (determined at the Date of Grant) of the stock with respect to which ISOs are exercisable for the first time by the optionee during any calendar year (under the Plan and all other plans of the Company and its subsidiary corporations, within the meaning of Code Section 422(d)), does not exceed \$100,000. This limitation will be applied by taking Options into account in the order in which such Options were granted.

DIRECTOR
FORMULA GRANTS

Each Eligible Director who is first elected or appointed to the Board after the first Annual Meeting of the Stockholders following the Effective Date (i.e., after the 1998 Meeting) will receive a Formula Option as of his election or appointment to purchase 16,000 shares of Common Stock. Each Eligible Director serving on the Board of Directors at an Annual Meeting whose term will continue beyond that Meeting will receive a Formula Option as of that Meeting to purchase 12,500 shares of Common Stock.

EXERCISE PRICE The Exercise Price of each Option granted to an Eligible Director will be the Fair Market Value on the Date of Grant.

EXERCISE SCHEDULE An Option granted upon each Eligible Director's first election or appointment to the Board will become exercisable for one-third of the Shares it covers on the first anniversary of the Date of Grant, two-thirds of the Shares it covers on the second anniversary of the Date of Grant, and for the remaining one-third on the third anniversary of the Date of Grant. An Option granted each Eligible Director for Annual Meetings after his or her first election will become exercisable for one-half of the Shares it covers six months after the Date of Grant, and for the remaining one half half of the Shares it covers first anniversary of the Date of Grant. A Formula Option will become exercisable in its entirety upon the director's death, disability, or attainment of age 70. Options will be forfeited to the extent they are not then exercisable if a director resigns or fails to be reelected as a director.

METHOD OF EXERCISE To exercise any exercisable portion of an Option, the optionee must:

Deliver a written notice of exercise to the Secretary of the Company (or to whomever the Administrator designates) in a form complying with any rules the Administrator may issue, signed by the optionee and specifying the number of shares of Common Stock underlying the portion of the Option the optionee is exercising;

Pay the full Exercise Price by cashier's or certified check for the shares of Common Stock with respect to which the Option is being exercised, unless the Administrator consents to another form of payment (which could include the use of Common Stock); and

Deliver to the Administrator such representations and documents as the Administrator, in its sole discretion, may consider necessary or advisable.

Payment in full of the Exercise Price need not accompany the written notice of exercise provided the notice directs that the stock certificates for the shares issued upon the exercise be delivered to a licensed broker acceptable to the Company as the agent for the individual exercising the option and at the time the stock certificates are delivered to the broker, the broker will tender to the Company cash or cash equivalents acceptable to the Company and equal to the Exercise Price.

If the Administrator agrees to payment through the tender to the Company of shares of Common Stock, the individual must have held the stock being tendered for at least six months at the time of surrender. Shares of stock offered as payment will be valued, for purposes of determining the extent to which the optionee has paid the Exercise Price, at their Fair Market Value on the date of exercise. The Administrator may also, in its discretion, accept attestation of ownership of Common Stock and issue a net number of shares upon Option exercise.

OPTION
EXPIRATION

No one may exercise an Option more than ten years after its Date of Grant (or five years, for an ISO granted to a more-than-10% shareholder). Unless the Option Agreement provides otherwise, either initially or by amendment, no one may exercise an Option after the first to occur of:

EMPLOYMENT
TERMINATION

The date of termination of employment (other than for death or Disability), where termination of employment means the time when the employer-employee or other service-providing relationship between the employee and the Company ends for any reason, including retirement. Unless the Option Agreement provides otherwise, termination of employment does not include instances in which the Company immediately rehires a common law employee as an independent contractor. The Administrator, in its sole discretion, will determine all questions of whether particular terminations or leaves of absence are terminations of employment;

DISABILITY

For disability, the earlier of (i) the first anniversary of the optionee's termination of employment for disability and (ii) thirty (30) days after the optionee no longer has a disability, where disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than twelve months; or

DEATH

The date twelve months after the optionee's death.

If exercise is permitted after termination of employment, the Option will nevertheless expire as of the date that the former employee violates any covenant not to compete in effect between the Company and the former employee.

Nothing in this Plan extends the term of an Option beyond the tenth anniversary of its Date of Grant, nor does anything in this OPTION EXPIRATION section make an Option exercisable that has not otherwise become exercisable.

OPTION AGREEMENT Option Agreements will set forth the terms of each Option and will include such terms and conditions, consistent with the Plan, as the Administrator may determine are necessary or advisable. To the extent the agreement is inconsistent with the Plan, the Plan will govern. The Option Agreements may contain special rules.

STOCK SUBJECT TO PLAN Except as adjusted below under SUBSTANTIAL CORPORATE CHANGES, the aggregate number of shares of Common Stock that may be issued under the Options (whether ISOs or NQSOs) may not exceed 2,000,000 shares and no individual may receive Options under the Plan for more than 500,000 shares in a calendar year. The Common Stock will come from either authorized but unissued shares or from previously issued shares that the Company reacquires, including shares it purchases on the open market. If any Option expires, is canceled, or terminates for any other reason, the shares of Common Stock available under that Option will again be available for the granting of new Options (but will be counted against that calendar year's limit for a given individual).

No adjustment will be made for a dividend or other right for which the record date precedes the date of exercise.

The optionee will have no rights of a stockholder with respect to the shares of stock subject to an Option except to the extent that the Company has issued certificates for such shares upon the exercise of the Option.

The Company will not issue fractional shares pursuant to the exercise of an Option, but the Administrator may, in its discretion, direct the Company to make a cash payment in lieu of fractional shares.

PERSON WHO MAY EXERCISE During the optionee's lifetime, only the optionee or his duly appointed guardian or personal representative may exercise the Options. After his death, his personal representative or any other person authorized under a will or under the laws of descent and distribution may exercise any then exercisable portion of an Option. If someone other than the original recipient seeks to exercise any portion of an Option, the Administrator may request such proof as it may consider necessary or appropriate of the person's right to exercise the Option.

ADJUSTMENTS UPON CHANGES IN CAPITAL STOCK Subject to any required action by the Company (which it shall promptly take) or its stockholders, and subject to the provisions of applicable corporate law, if, after the Date of Grant of an Option,

the outstanding shares of Common Stock increase or decrease or change into or are exchanged for a different number or kind of security by reason of any recapitalization, reclassification, stock split, reverse stock split, combination of shares, exchange of shares, stock dividend, or other distribution payable in capital stock, or

some other increase or decrease in such Common Stock occurs without the Company's receiving consideration,

the Administrator will make a proportionate and appropriate adjustment in the number of shares of Common Stock underlying each Option, so that the proportionate interest of the optionee immediately following such event will, to the extent practicable, be the same as immediately before such event. Any such adjustment to an Option will not change the total price with respect to shares of Common Stock underlying the unexercised portion of the Option but will include a corresponding proportionate adjustment in the Option's Exercise Price.

The Administrator will make a commensurate change to the maximum number and kind of shares provided in the STOCK SUBJECT TO PLAN section.

Any issue by the Company of any class of preferred stock, or securities convertible into shares of common or preferred stock of any class, will not affect, and no adjustment by reason thereof will be made with respect to, the number of shares of Common Stock subject to any Option or the Exercise Price except as this Adjustments section specifically provides. The grant of an Option under the Plan will not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or to consolidate, or to dissolve, liquidate, sell, or transfer all or any part of its business or assets.

SUBSTANTIAL
CORPORATE
CHANGE

Upon a Substantial Corporate Change, the Plan and the Options will terminate unless provision is made in writing in connection with such transaction for

the assumption or continuation of outstanding Options, or

the substitution for such options or grants of any options or grants covering the stock or securities of a successor employer corporation, or a parent or subsidiary of such successor, with appropriate adjustments as to the number and kind of shares of stock and prices, in which event the Options will continue in the manner and under the terms so provided.

Unless the Board determines otherwise, if an Option would otherwise terminate pursuant to the preceding sentence, the optionee will have the right, at such time before the consummation of the transaction causing such termination as the Board reasonably designates, to exercise any unexercised portions of the Option, whether or not they had previously become exercisable. However, the acceleration will not occur if it would render unavailable "pooling of interest" accounting for any reorganization, merger, or consolidation of the Company.

A Substantial Corporate Change means the

dissolution or liquidation of the Company,

merger, consolidation, or reorganization of the Company with one or more corporations in which the Company is not the surviving corporation,

the sale of substantially all of the assets of the Company to another corporation, or

any transaction (including a merger or reorganization in which the Company survives) approved by the Board that results in any person or entity (other than any affiliate of the Company as defined in Rule 144(a)(1) under the Securities Act) owning 100% of the combined voting power of all classes of stock of the Company.

SUBSIDIARY
EMPLOYEES

Employees of Company Subsidiaries will be entitled to participate in the Plan, except as otherwise designated by the Board of Directors or the Committee.

Eligible Subsidiary means each of the Company's Subsidiaries, except as the Board otherwise specifies. For ISO grants, Subsidiary means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time an ISO is granted to a Participant under the Plan, each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. For NQSOs, the Board or the Committee can use a different definition of Subsidiary in its discretion.

LEGAL
COMPLIANCE

The Company will not issue any shares of Common Stock under an Option until all applicable requirements imposed by Federal and state securities and other laws, rules, and regulations, and by any applicable regulatory agencies or stock exchanges, have been fully met. To that end, the Company may require the optionee to take any reasonable action to comply with such requirements before issuing such shares. No provision in the Plan or action taken under it authorizes any action that is otherwise prohibited by Federal or state laws.

The Plan is intended to conform to the extent necessary with all provisions of the Securities Act of 1933 ("Securities Act") and the Securities Exchange Act of 1934 and all regulations and rules the Securities and Exchange Commission issues under those laws. Notwithstanding anything in the Plan to the contrary, the Administrator must administer the

Plan and Options may be granted and exercised only in a way that conforms to such laws, rules, and regulations. To the extent permitted by applicable law, the Plan and any Options will be deemed amended to the extent necessary to conform to such laws, rules, and regulations.

PURCHASE FOR
INVESTMENT
AND OTHER
RESTRICTIONS

Unless a registration statement under the Securities Act covers the shares of Common Stock an optionee receives upon exercise of his Option, the Administrator may require, at the time of such exercise, that the optionee agree in writing to acquire such shares for investment and not for public resale or distribution, unless and until the shares subject to the Option are registered under the Securities Act. Unless the shares are registered under the Securities Act, the optionee must acknowledge:

that the shares purchased on exercise of the Option are not so registered,

that the optionee may not sell or otherwise transfer the shares unless

the shares have been registered under the Securities Act in connection with the sale or transfer thereof, or counsel satisfactory to the Company has issued an opinion satisfactory to the Company that the sale or other transfer of such shares is exempt from registration under the Securities Act, and

such sale or transfer complies with all other applicable laws, rules, and regulations, including all applicable Federal and state securities laws, rules, and regulations.

Additionally, the Common Stock, when issued upon the exercise of an Option, will be subject to any other transfer restrictions, rights of first refusal, and rights of repurchase set forth in or incorporated by reference into other applicable documents, including the Company's articles or certificate of incorporation, by-laws, or generally applicable stockholders' agreements.

The Administrator may, in its sole discretion, take whatever additional actions it deems appropriate to comply with such restrictions and applicable laws, including placing legends on certificates and issuing stop-transfer orders to transfer agents and registrars.

TAX WITHHOLDING

The optionee must satisfy all applicable Federal, state, and local income and employment tax withholding requirements before the Company will deliver stock certificates upon the exercise of an Option. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company does not or cannot withhold from other compensation, the optionee must pay the Company, with a cashier's check or certified check, the full amounts required by

withholding. Payment of withholding obligations is due at the same time as is payment of the Exercise Price. If the Committee so determines, the optionee may instead satisfy the withholding obligations by directing the Company to retain shares from the Option exercise, by tendering previously owned shares, or by attesting to his ownership of shares (with the distribution of net shares).

TRANSFERS,
ASSIGNMENTS,
AND PLEDGES

Unless the Administrator otherwise approves in advance in writing, an Option may not be assigned, pledged, or otherwise transferred in any way, whether by operation of law or otherwise or through any legal or equitable proceedings (including bankruptcy), by the optionee to any person, except by will or by operation of applicable laws of descent and distribution. If Rule 16b-3 then applies to an Option, the optionee may not transfer or pledge shares of Common Stock acquired upon exercise of an Option until at least six (6) months have elapsed from (but excluding) the Date of Grant, unless the Administrator approves otherwise in advance in writing.

AMENDMENT OR
TERMINATION
OF PLAN AND
OPTIONS

The Board may amend, suspend, or terminate the Plan at any time, without the consent of the optionees or their beneficiaries; provided, however, that no amendment will deprive any optionee or beneficiary of any previously declared Option. Except as required by law or by the SUBSTANTIAL CORPORATE CHANGES section, the Administrator may not,

without the optionee's or beneficiary's consent, modify the terms and conditions of an Option so as to adversely affect the optionee. No amendment, suspension, or termination of the Plan will, without the optionee's or beneficiary's consent, terminate or adversely affect any right or obligations under any outstanding Options.

PRIVILEGES OF
STOCK OWNERSHIP

No optionee and no beneficiary or other person claiming under or through such optionee will have any right, title, or interest in or to any shares of Common Stock allocated or reserved under the Plan or subject to any Option except as to such shares of Common Stock, if any, that have been issued to such optionee.

EFFECT ON 1992
OPTION PLAN

No additional options will be granted under the Forensic Technologies International Corporation 1992 Stock Option Plan.

EFFECT ON
OTHER PLANS

Whether exercising an Option causes the optionee to accrue or receive additional benefits under any pension or other plan is governed solely by the terms of such other plan.

LIMITATIONS ON LIABILITY	Notwithstanding any other provisions of the Plan, no individual acting as a director, employee, or agent of the Company shall be liable to any optionee, former optionee, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor shall such individual be personally liable because of any contract or other instrument he executes in such other capacity. The Company will indemnify and hold harmless each director, employee, or agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the FTI Board's approval) arising out of any act or omission to act concerning this Plan unless arising out of such person's own fraud or bad faith.
NO EMPLOYMENT CONTRACT	Nothing contained in this Plan constitutes an employment contract between the Company and the optionee. The Plan does not give the optionee any right to be retained in the Company's employ, nor does it enlarge or diminish the Company's right to terminate the optionee's employment.
APPLICABLE LAW	The laws of the State of Maryland (other than its choice of law provisions) govern this Plan and its interpretation.
DURATION OF PLAN	Unless the FTI Board extends the Plan's term, the Administrator may not grant Options after March 25, 2007. The Plan will then terminate but will continue to govern unexercised and unexpired Options.
APPROVAL OF SHAREHOLDERS	The Plan must be submitted to the shareholders of the Company for their approval within 12 months after the Board of Directors of the Company adopts the Plan. The adoption of the Plan is conditioned upon the approval of the shareholders of the Company, and failure to receive their approval will render the Plan and any outstanding options thereunder void and of no effect.

[] Optionee's Copy
 [] Company's Copy

FTI Consulting, Inc.
 1997 Stock Option Plan
 Incentive Stock Option Agreement

To Addressee:

Forensic Technologies International Corporation (the "Company") has granted you an option (the "Option") under the 1997 Stock Option Plan (the "Plan") to purchase, Written Number (Numeric Number) shares of the Company's common stock, \$0.01 par value (the "Shares"), at Written Dollars and Written Cents (Numeric Cost) per share (the "Exercise Price"). The Date of Grant was date of grant.

The option is subject in all respects to the applicable provisions of the Plan, a copy of which is attached. By signing this agreement (the "Agreement") you acknowledge receiving the Plan. This Agreement incorporates the Plan by reference and specifies other applicable terms and conditions. All terms not defined by this Agreement have the meanings given in the Plan. The Compensation Committee (the "Committee") may adjust the number of Shares and the Exercise Price from time to time under the Plan. The Option is intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

In addition to the terms, conditions, and restrictions set forth in the Plan, the following terms, conditions, and restrictions apply to the Option:

- (1) You may not exercise the Option before [date of exercise].
 - a. Thereafter, you may exercise the Option as follows:
 - i. One-Third (1/3 of the Shares on or after [date];
 - ii. Two-Thirds (2/3) of the Shares on or after [date]; and
 - iii. All of the Shares on or after [date], for a total of [written] [numerical] shares.
 - b. The Option will expire no later than the close of business on [date].
 - c. The Committee may, in its sole discretion, accelerate to a date not earlier than [date] the time at which you may exercise part or all of the Option.
 - d. The Option will become immediately exercisable in full upon the occurrence of a "Substantial Corporate Change" as defined in the Plan, subject to the Plan's condition relating to pooling-of-interest accounting.

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- (2) Subject to this Agreement and the Plan, you may exercise the Option only by written notice to the Company on or before the date of expiration of the Option. Each such notice must:
 - a. state the election to exercise the Option and the number of Shares with respect to which it is being exercised;
 - b. be signed by you or, in the event of your death or disability, by the party entitled to exercise the Option;
 - c. contain such representations as the Company requires; and
 - d. be accompanied by cash or a check in the amount of the Exercise Price payable to the order of the Company.

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

- (3) You agree to give prompt notice to the Company if you dispose of any Shares acquired upon exercise of the Option within one year after you acquire them or within two years after the Date of Grant.
- (4) You will forfeit any unexercised portions of the Option upon either your termination of employment or resignation for any reason unless (i) the Plan's provisions for death or disability apply, (ii) the Committee determines otherwise at any time, or (iii) your employment agreement, if any, provides otherwise.

- (5) The Company may postpone the issuance and delivery of any shares for so long as the Company determines to be necessary or advisable to satisfy the following:
- a. the completion or amendment of any registration or qualification of the Shares or satisfaction of any exemption from registration under any Federal or State law, rule, or regulation;
 - b. compliance with any requests for representations under the Plan; and
 - c. receipt of proof satisfactory to the Company that a person seeking to exercise the Option after your death is authorized and entitled to exercise the Option.
- (6) If at the time the Company should issue you Shares because of your exercise of the Option, no current registration statement under the Securities Act of 1933 (the "Act") covers such issuance, you must, before the Company will issue such Shares to you:

- a. represent to the Company, in form satisfactory to counsel for the Company, that you are acquiring the Shares for your own account and not with a view to the resale or distribution of the Shares; and
 - b. agree that you may not sell, transfer, or otherwise dispose of the Shares issued to you under the Option unless:
 - i. a registration statement under the Act is effective at the time of disposition with respect to the Shares sold, transferred, or otherwise dispose of, or
 - ii. the Company has received an opinion of counsel or other information and representations satisfactory to it to the effect that registration under the Act is not required by reason of Rule 144 under the Act or otherwise.
- (7) You may not exercise the Option if the issuance of the Share upon such exercise would violate any applicable federal or state securities laws or other laws or regulations.
- (8) Nothing in this Agreement restricts the right of the Company or any of its affiliates to terminate your employment at any time, with or without cause. The termination of employment, whether by the Company or any of its affiliates or otherwise, and regardless of the reason therefore, has the consequences provided for under the Plan and any applicable employment or severance agreement.
- (9) You understand and agree that you will not be deemed for any purpose to be a stockholder of the Company with respect to any of the Shares unless and until they have been issued to you after your exercise of this Option and payment for the shares.
- (10) You understand and agree that the existence of this Option will not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issuance of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the common stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- (11) At the time of exercise, the Company will round down any fractional shares but will not make any cash or other payments in settlement of fractional shares eliminated by rounding.
- (12) The laws of the State of Delaware will govern all matters relating to this Agreement without regard to the principles of conflict of laws.
- (13) Any notice you give to the Company (including notice of exercise of all or part of an Option) must be in writing and either hand-delivered or mailed to the office of the Secretary of the Company (or to the Chair of the Committee if you are then serving as Secretary). If mailed, it should be addressed to the Secretary (or the Chair of the

Compensation Committee) of the Company at 2021 Research Drive, Annapolis, Maryland 21401. Any notice given to you shall be addressed to you at your address as reflected on the personnel records of the Company. You and the Company may change the address for notice by like notice to the other. Notice shall be deemed to have been duly delivered when hand-delivered or, if mailed, on the day such notice is postmarked.

(15) Whenever a conflict may arise between the terms of this Agreement and the terms of the Plan, the terms of the Plan will control.

FORENSIC TECHNOLOGIES
INTERNATIONAL CORPORATION

Date: _____

By: _____
Gary Sindler
Secretary

A C K N O W L E D G E M E N T

I acknowledge receipt of a copy of the Plan, a copy of which is attached hereto. I represent that I have read and am familiar with the Plan's terms. I accept the Option subject to all of the terms and provisions of this Agreement and of the Plan under which it is granted, as the Plan may be amended in accordance with its terms. I agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under the Plan with respect to the Option.

Date: _____

Signature of Optionee
Addressee

Address

City, State, Zip

NO ONE MAY SELL, TRANSFER, OR DISTRIBUTE THIS OPTION OR THE SECURITIES THAT MAY BE PURCHASED UPON EXERCISE OF THIS OPTION WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATING THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY OR OTHER INFORMATION AND REPRESENTATIONS SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES THAT MAY BE PURCHASED UPON EXERCISE OF THIS OPTION MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A STOCK PURCHASE AGREEMENT TO BE ENTERED INTO BETWEEN THE HOLDER OF THIS OPTION AND THE COMPANY UPON EXERCISE OF THIS OPTION, A COPY OF WHICH AGREEMENT WILL THEREAFTER BE ON FILE WITH THE SECRETARY OF THE COMPANY.

WILMER, CUTLER & PICKERING
[LETTERHEAD]

January 29, 1999

FTI Consulting, Inc.
2021 Research Drive
Annapolis, Maryland 21401

Re: FTI Consulting, Inc.
1997 Stock Option Plan, as Amended

Ladies and Gentlemen:

We have acted as counsel to FTI Consulting, Inc., a Maryland corporation (the "Company"), in connection with the preparation by the Company of Amendment No. 1 to its Registration Statement on Form S-8 (File No. 333-30357) filed with the Securities and Exchange Commission on or about January 29, 1999 (the "Registration Statement") under the Securities Act of 1933, as amended, for the registration of an additional 1,000,000 shares of Common Stock, \$.01 par value per share (the "Shares"), of the Company pursuant to the 1997 Stock Option Plan, as amended, of the Company (the "Plan"). For the purposes of this opinion, we have examined and relied upon such documents, records, certificates and other instruments as we have deemed necessary.

Based solely upon the foregoing, and upon our examination of such questions of law and statutes as we have considered necessary or appropriate, and subject to the assumptions, qualifications, limitations and exceptions set forth herein, we are of the opinion that (a) the Shares have been lawfully and duly authorized; and (b) such Shares will be validly issued, fully paid and nonassessable upon payment of the exercise price established pursuant to the written agreements between the Company and the grantees.

We are members of the bar of the District of Columbia and the State of Maryland and do not hold ourselves out as being experts in the law of any other state. This opinion is limited to the laws of the United States and the general corporation law of Maryland. Our opinion is rendered only with respect to the laws and the rules, regulations and orders thereunder that are currently in effect.

FTI Consulting, Inc.
January 29, 1999
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We assume no obligation to advise you of any changes in the foregoing subsequent to the delivery of this opinion. This opinion has been prepared for your use in connection with the filing of the Registration Statement on or about January 29, 1999, and should not be quoted in whole or in part or otherwise be referred to, nor otherwise be filed with or furnished to any governmental agency or other person or entity, without our express prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Sincerely,

WILMER, CUTLER & PICKERING

By: /s/ JOHN B. WATKINS

John B. Watkins, a partner

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference, in Amendment No. 1 to the Registration Statement (Form S-8 No. 333-30357) pertaining to the 1997 Stock Option Plan (As Amended) of FTI Consulting Inc., of our reports (a) dated January 31, 1998 with respect to the consolidated financial statements of FTI Consulting, Inc. included in the Annual Report (Form 10-KSB) for the year ended December 31, 1997, (b) dated July 24, 1998 with respect to the combined financial statements of Kahn Consulting, Inc. as of and for the years ended December 31, 1996 and 1997 included in the Current Report (Form 8-K/A), and (c) dated July 31, 1998 with respect to the financial statements of S.E.A. Inc. as of and for the years ended December 31, 1996 and 1997 included in the Current Report (Form 8-K/A), each filed with the Securities and Exchange Commission.

Baltimore, Maryland
January 28, 1999