

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 11, 2006

FTI CONSULTING, INC.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or other jurisdiction
of incorporation)

001-14875
(Commission File Number)

52-1261113
(IRS Employer
Identification No.)

500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (410) 951-4800

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Starting December 11, 2006, the Board began granting non-employee director compensation payments pursuant to the Company's Non-Employee Director Compensation Plan previously filed with the Securities and Exchange Commission (the "SEC") (filed as an exhibit to FTI's Current Report on Form 8-K filed on May 24, 2005 and incorporated by reference herein) under the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan (the "2006 LTIP") approved by stockholders at the annual meeting of stockholders held on June 6, 2006. The form of Non-Employee Director Compensation Plan Stock Option Agreement to be used under the 2006 LTIP does not contain any substantive changes from the form of stock option agreement under the 2004 Long-Term Incentive Plan ("2004 LTIP") filed as an exhibit to FTI's Current Report on Form 8-K filed with the SEC on May 24, 2005. The form of Non-Employee Director Restricted Stock Agreement to be used under the 2006 LTIP does not contain any substantive changes from the form of restricted stock agreement under the 2004 LTIP filed as an exhibit to FTI's Current Report on Form 8-K filed with the SEC on May 24, 2005. We hereby file as Exhibit 10.1 the form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement and as Exhibit 10.2 the form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement that will be used to document option awards and restricted stock awards to non-employee directors of FTI Consulting, Inc. under the 2006 LTIP. The forms of Stock Option Agreement and Restricted Stock Agreement filed herewith are hereby incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits

(c) *Exhibits.*

10.1 * FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement under 2006 Global Long-Term Incentive Plan

10.2 * FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement under 2006 Global Long-Term Incentive Plan

* Management contract or compensatory plan or arrangement.

SIGNATURES

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

FTI CONSULTING, INC.

Dated: December 13, 2006

By: /s/ THEODORE I. PINCUS

Theodore I. Pincus
Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement under 2006 Global Long-Term Incentive Plan
10.2 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement under 2006 Global Long-Term Incentive Plan

* Management contract or compensatory plan or arrangement.

**FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN
STOCK OPTION AGREEMENT**

To [_____] (“**Optionee**”):

FTI Consulting, Inc. (the “**Company**”) has granted (the “**Award**”) you an option (the “**Option**”) under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time (the “**Plan**”), to purchase [_____] shares of the common stock, \$0.01 par value (“**Common Stock**”) of the Company (the “**Shares**”), at \$[_____] per share (the “**Exercise Price**”). The effective date of grant is [_____, 20__] (the “**Grant Date**”).

This agreement (the “**Agreement**”) evidences the grant of the Option, which is subject in all respects to the applicable provisions of the Plan and the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, as Amended and Restated Effective October 25, 2006, as further amended from time to time (the “**LTIP**”). This Agreement incorporates the Plan and the LTIP by reference and specifies other applicable terms and conditions of your Option. Copies of the Plan, the Supplemental Prospectus for the Plan, as amended from time to time (the “**Supplemental Prospectus**”), the LTIP and the Prospectus for the LTIP, as amended from time to time (the “**LTIP Prospectus**”), are attached. You may request additional copies of the Plan, the Supplemental Prospectus, the LTIP or the LTIP Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the LTIP Prospectus (described more fully at the end of the LTIP Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally. This Agreement and the Award of the Option for the Shares are made pursuant to either Section 4.4 or Section 5.2 of the Plan.

All terms not defined by this Agreement have the meanings given in the Plan or the LTIP, as applicable. The Option is not intended to be an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and this Agreement shall be so construed.

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

(1) Vesting and termination of the Option.

- a. Except as provided otherwise in this Agreement, you may exercise the Option to purchase Shares in accordance with the provisions marked with an [X] below:
- i. The Option shall be fully vested and exercisable as to one hundred percent (100%) of the Shares as of the Grant Date.
 - ii. The Option shall be unvested and unexercisable as of the Grant Date. The Option shall become vested and exercisable as to one-twelfth (1/12th) of the Shares three months after the Grant Date, and as to an additional one-twelfth (1/12th) of the Shares on such date every third month thereafter through the three-year anniversary of the Grant Date, provided that you are a Non-Employee Director on the applicable vesting date.

- b. The Option will expire at 5:00 p.m. Eastern Time on [_____, 20__].
 - c. The Option will become exercisable in full immediately before the occurrence of a Change in Control, as defined in the LTIP.
 - d. The Option will become vested and exercisable in full upon your death or Disability (as hereafter defined). For purposes of this Agreement, “**Disability**” means the inability to perform services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months. The “Committee” (which for purposes of this Agreement means the Board or the Committee as defined under the LTIP, as applicable) may require such proof of Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.
 - e. You may exercise the Option only in multiples of whole Shares and may not exercise the Option as to fewer than one hundred shares (unless the Option is then exercisable for fewer than one hundred Shares) at any one time. 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.
- (2) Subject to this Agreement, the Plan and the LTIP, you may exercise the Option only by notice to the Company, in such form and manner as the Committee may require, on or before the Option’s expiration date or earlier forfeiture. 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. contain such representations as the Company may require; and
 - c. be accompanied by full payment of the Exercise Price payable for the Shares or properly executed, irrevocable instructions, in such manner and form as the Committee may require, to effectuate a broker-assisted cashless exercise through a brokerage firm acceptable to the Committee. The Exercise Price may be paid to the Company via cash, check, money order or wire transfer, and subject to such limits as the Committee may impose from time to time, tender (via actual delivery or attestation) of other shares of the Company’s Common Stock previously owned by you.
- 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 (or, in the case of a broker-assisted cashless exercise, irrevocable broker instructions acceptable to the Committee) to the Company.
- (3) You will forfeit any unvested portions of the Option, after giving effect to the provisions of Paragraph (1) above, upon the date on which you cease to serve as a Non-Employee Director of the Board, but the vested portions of the Option will remain exercisable for the remainder of its term.
- (4) As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Shares electronically or in certificate form to your designated broker on your behalf, for the Shares issued upon exercise. Any share certificates delivered or Shares delivered electronically will,

unless the Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Shares.

- (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 of the Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
 - b. compliance with any requests for representations; 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) You may not exercise the Option if the issuance of the Shares upon such exercise would violate any applicable federal securities laws or other laws or regulations.
- (7) This Agreement, the Plan and the LTIP contain the entire agreement between you and the Company with respect to the Option.
- (8) 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.
- (9) This Option cannot be assigned, transferred, pledged, hypothecated, or disposed of in any way and cannot be subject to execution, attachment or similar process; however, the Option is transferable by way of will or the laws of descent and distribution. During your lifetime, only you (or, if you are disabled, a guardian or legal representative) may exercise the Option.
- (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, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue 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 Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- (11) The Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due to you the amount of any federal, state, local or foreign taxes required to be paid by you in connection with the Option. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.
- (12) The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other

jurisdictions. Any suit with respect to the Award, the Option or the Shares will be brought in the federal or state courts in the districts, which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

- (13) The Committee may make various adjustments to your Option, including adjustments to the number and type of securities subject to the Option and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control (as defined in the LTIP) of the Company, the Option will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of the Option by, or for the substitution of the equivalent awards of, the surviving or successor entity or a parent thereof. In the event of such termination, you will be permitted, immediately before the Change in Control, to exercise the Option.
- (14) This Agreement may be amended from time to time by the Committee in its discretion; however, this Agreement may not be modified in a manner that would have a materially adverse affect on the Option or Shares, as determined by the Committee, except as provided in the Plan or in a written document signed by you and the Company.
- (15) Any notice that you are required to give the Company under this Agreement must be delivered to the Secretary of the Company or his or her designee at the principal executive office of the Company. Notice will be deemed to have been duly delivered when received by the Secretary or his or her designee in such form and manner as the Company finds to be acceptable.
- (16) Wherever a conflict, ambiguity or inconsistency may arise between the terms of this Agreement and the terms of the Plan or the LTIP, the terms of the Plan or the LTIP, as applicable, will control.

{Signature page follows}

IN WITNESS WHEREOF, the Company and the Optionee have caused this Agreement to be executed this _____ day of _____, 20_____.

FTI CONSULTING, INC.

By: _____

Name: _____

Title: _____

OPTIONEE'S ACKNOWLEDGMENT AND SIGNATURE

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

Signature of Optionee

Recipient's Copy
 Company's Copy

FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN
RESTRICTED STOCK AGREEMENT

To _____:

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an award (this "**Award**") of _____ restricted shares (the "**Award Shares**") of the Company's common stock, \$0.01 par value (the "**Common Stock**"), under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended from time to time (the "**Plan**"), conditioned upon your agreement to the terms and conditions described below. The effective date of grant will be _____, 2____ (the "**Grant Date**"), subject to your promptly signing and returning a copy of this agreement (the "**Agreement**") to the Company and delivering to the Company a stock power, endorsed in blank, with respect to the Award Shares.

This Agreement evidences the Award of the Award Shares. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan and the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, as Amended and Restated Effective October 25, 2006, as further amended from time to time (the "**LTIP**"). By executing this Agreement, you acknowledge that you have received a copy of the Plan, the Supplemental Prospectus for the Plan, as amended from time to time (the "**Supplemental Prospectus**"), the LTIP and the Prospectus for the LTIP, as amended from time to time (the "**LTIP Prospectus**"). You may request additional copies of the Plan, the Supplemental Prospectus, the LTIP or the LTIP Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the LTIP Prospectus (described more fully at the end of the LTIP Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally. This Agreement and the Award are made in consideration of your service as a member of the Board of Directors of the Company.

1. Terminology; Conflicts. The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any defined term in this Agreement, the Plan or the LTIP, the provisions of, first, the Plan, second, the LTIP, and lastly, this Agreement, will control in that order of priority.

2. Terms and Conditions of this Award. The following terms and conditions will apply:

(a) Vesting. All of the Award Shares are nonvested, nontransferable and forfeitable as of the Grant Date. The Award Shares will vest and become transferable and no longer subject to risk of forfeiture as to one-twelfth (1/12th) of the Award Shares three months after the Grant Date, and as to an additional one-twelfth (1/12th) on such date every third month thereafter through the three-year anniversary of the Grant Date, provided that you are a Non-Employee Director on the applicable vesting date.

(b) *Acceleration of Vesting.* All outstanding Award Shares will become fully vested, transferable and nonforfeitable upon the earliest of:

- i. the occurrence of a Change in Control (such vesting will be deemed to occur immediately before such Change in Control),
- ii. your death, or
- iii. your Disability.

(c) *Termination Date.* All Award Shares that are unvested as of your Termination Date, subject to the acceleration of vesting provisions herein, shall be forfeited to the Company for no consideration on such Termination Date.

3. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any unvested Award Shares, and unvested Award Shares may not be subject to execution, attachment or similar process. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

4. Stock Certificates.

(a) *Unvested Shares.* You are reflected as the owner of record of the Award Shares on the Company's books. The Company will hold the share certificates for safekeeping, or otherwise retain the Award Shares in uncertificated book entry form, until the Award Shares become vested and nonforfeitable, and any share certificates (or electronic delivery) representing such unvested shares will include a legend to the effect that you may not sell, assign, transfer, pledge, or hypothecate the Award Shares. You must deliver to the Company, as soon as practicable after the Grant Date, a stock power, endorsed in blank, with respect to the Award Shares. If you forfeit any Award Shares, the stock power will be used to return the certificates for the forfeited Award Shares to the Company's transfer agent for cancellation.

(b) *Vested Shares.* As soon as practicable after the Award Shares vest, the Company will deliver a share certificate to you, or deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, or personal representative.

(c) *Legends.* Any share certificates delivered or Award Shares delivered electronically will, unless the Award Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Award Shares.

(d) *Postponement of Delivery.* The Company may postpone the issuance and delivery of any Award Shares for so long as the Company determines to be necessary or advisable to satisfy the following:

- i. the completion or amendment of any registration of the Award Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; and
- ii. compliance with any requests for representations.

5. Taxation.

(a) *Tax Withholding.* Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant or vesting of the Award Shares in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

(b) *Tax Election.* **You are advised to seek independent tax advice from your own advisors regarding the availability and advisability of making an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.** Any such election, if made, must be made within 30 days of the Grant Date. You expressly acknowledge that you are solely responsible for filing any such Section 83(b) election with the appropriate governmental authorities, irrespective of the fact that such election is also delivered to the Company. You may not rely on the Company or any of its respective officers, directors or employees for tax or legal advice regarding this Award. You acknowledge that you have sought tax and legal advice from your own advisors regarding this Award or have voluntarily and knowingly foregone such consultation.

6. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Award Shares and the number of such Award Shares that are nonvested and forfeitable will, without further action of the Committee, be adjusted to reflect such event. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares with respect to the Award Shares as a result of the stock dividend, stock split or reverse stock split. Adjustments under this Section 6 will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional Award Shares will result from any such adjustments.

(b) *Binding Nature of Agreement.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute securities received by you in exchange for, or by virtue of your ownership of, the Award Shares, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event, except as otherwise determined by the Committee. If the Award Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Award Shares.

7. Non-Guarantee of Service Relationship. Nothing in the Plan, the LTIP or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan.

8. Rights as Stockholder. As the owner of record of Award Shares, you are entitled to all rights of a stockholder of the Company, including the right to vote the Award Shares and the right to receive cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares, but excluding the right to freely transfer the Award Shares until they become vested. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be paid directly to you on the applicable dividend payment dates.

9. The Company's Rights. The existence of the Award Shares does 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, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue 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 Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10. Entire Agreement. This Agreement, inclusive of the Plan and the LTIP incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Award Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Award Shares are superseded by this Agreement and are void and ineffective for all purposes.

11. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan and the LTIP. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan or the LTIP, as applicable, will govern.

12. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award Shares as determined in the discretion of the Committee, except as provided in the Plan, the LTIP or in any other written document signed by you and the Company.

13. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Award Shares will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

14. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The Glossary follows on the next page.}

GLOSSARY

(a) “**Affiliate**” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies and partnerships), as determined by the Committee.

(b) “**Board**” or “**Board of Directors**” means the Board of Directors of the Company.

(c) “**Change in Control**” means (1) the acquisition (other than from the Company) in one or more transactions by any Person of the beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of (A) the then outstanding shares of the securities of the Company, or (B) the combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors (the “**Company Voting Stock**”); (2) the closing of a sale or other conveyance of all or substantially all of the assets of the Company; or (3) the effective time of any merger, share exchange, consolidation, or other business combination involving the Company if immediately after such transaction persons who hold a majority of the outstanding voting securities entitled to vote generally in the election of directors of the surviving entity (or the entity owning 100% of such surviving entity) are not persons who, immediately prior to such transaction, held the Company Voting Stock.

(d) “**Committee**” means the “Plan Administrator” as defined under the Plan.

(e) “**Company**” means FTI Consulting, Inc., a Maryland corporation.

(f) “**Disability**” means the inability to perform services on the Board by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months. The Committee may require such proof of Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.

(g) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and any successor thereto.

(h) “**Non-Employee Director**” means a member of the Board who, at the time of his or her service, is not an employee of the Company or any Affiliate.

(i) “**Person**” means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act, other than employee benefit plans sponsored or maintained by the Company or by entities controlled by the Company.

(j) “**Termination Date**” means the date on which you cease to serve as a member of the Board.

(k) “**You**”; “**Your**”. You means the recipient of the Award Shares as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award Shares may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{The signature page follows.}

IN WITNESS WHEREOF, the Company and Award Recipient have caused this Agreement to be executed this __ day of _____, 20__.

FTI CONSULTING, INC.

By: _____

Name: _____

Title: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

WITNESS

AWARD RECIPIENT

STOCK POWER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns and transfers unto FTI Consulting, Inc., a Maryland corporation (the "Company"), or its successor, _____ shares of common stock, par value \$.01 per share, of the Company standing in my name on the books of the Company and its transfer agent, and hereby irrevocably constitutes and appoints _____ and _____, or any one of them, as my attorney-in-fact to transfer the said stock on the books of the Company with full power of substitution in the premises.

WITNESS:

Dated: _____