

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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): June 6, 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**  
(Address of principal executive offices)

**21202**  
(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 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into Material Definitive Agreement.**

**John A. MacColl**

On April 26, 2006, the Board of Directors of FTI Consulting, Inc. ("FTI") elected John A. MacColl to the position of Chief Legal officer of the Company in addition to his duties as Executive Vice President and Chief Risk Officer of FTI. The hiring of Mr. MacColl by FTI and the material terms of his employment were described in FTI's Current Report on Form 8-K dated January 9, 2006 filed with the Securities and Exchange Commission on January 12, 2006, which is hereby incorporated by reference herein. Mr. MacColl's offer of employment included the award of a stock option exercisable for 25,000 shares of common stock of FTI if the stockholders of FTI approved a new equity award plan. At the annual meeting of stockholders of the Company on June 6, 2006, the stockholders of FTI approved the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan and, on June 6, 2006, Mr. MacColl received a stock option exercisable for 25,000 shares of common stock of FTI at the closing price per share of FTI common stock reported on the New York Stock Exchange on June 6, 2006. A copy of the Offer Letter to John A. MacColl is filed as Exhibit 10.1 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

**Promotion of David G. Bannister to Executive Vice President**

On June 6, 2006, the Board of Directors of FTI promoted David G. Bannister to the position of Executive Vice President – Business Development from Senior Vice President/Senior Managing Director in charge of Corporate Development. In connection with his promotion, Mr. Bannister received a base annual salary increase from \$300,000 to \$400,000. Mr. Bannister joined FTI in May 2005. Pursuant to his Offer Letter he received an initial stock option award exercisable for 75,000 shares of common stock. The Offer Letter also provided that he would be entitled to participate in eligible bonus and equity programs and a bonus opportunity of up to three times salary. In January 2006, Mr. Bannister was awarded a bonus in the amount of \$100,000 for the 2005 bonus year. A copy of the Offer Letter to David G. Bannister is filed as Exhibit 10.2 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter dated January 9, 2006 to and accepted by John A. MacColl
10.2	Offer Letter dated May 17, 2005 to and accepted by David G. Bannister

**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: June 9, 2006

By: /s/ THEODORE I. PINCUS

Theodore I. Pincus

Executive Vice President and

Chief Financial Officer

EXHIBIT INDEX

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FTI Consulting  
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410.951.4800 main  
410.224.1483 direct  
410.224.3552 fax  
jack.dunn@fticonsulting.com  
www.fticonsulting.com

Jack Dunn  
President and Chief Executive Officer

January, 9 2006

Mr. John A. MacColl  
1727 Western Run Road  
Cockeysville, MD 21230

Dear John:

I am delighted to extend to you the following offer for employment at FTI Consulting, Inc. The terms of your employment will be as follows:

**Position** – Executive Vice President, Chief Risk Officer.

**Effective Date** – Your employment will commence on or before January 10, 2006.

**Base Salary** – \$400,000 per year.

**Bonus Opportunity** – Participation in the bonus program for senior executive officers with a bonus opportunity of 1.5 times your Base Salary upon achievement of corporate goals.

**Signing Bonus** – \$300,000. If you voluntarily resign other than for Good Reason (as defined in the company's employment agreements with its senior executive officers) before the first anniversary of the Effective Date, you will repay to the company a pro rata portion of the signing bonus.

**Stock Options** – Initial grant of stock options on 50,000 shares of common stock at market price on date of grant, half (25,000) vesting immediately with the remainder vesting pro rata over three years. In addition, a grant of stock options on 25,000 shares of common stock during 2006 after approval of the amended stock option plan at the then market price vesting over three years from that date. You will be eligible for regular annual stock option grants beginning in 2007, consistent with grants to other senior executive officers. Other terms and conditions of the stock options will be similar to those granted to the company's senior executive officers.

**Restricted Stock** – Initial grant of 10,000 shares vesting pro rata over three years. Other terms and conditions of the restricted stock awards will be similar to those granted to the company's senior executive officers.

**Benefits** – Full company benefits, including company car.

**Location** – Baltimore or other mutually agreed upon location where the company has a significant number of employees.

**Employment at Will** – You will be an employee-at-will. However, if your employment is terminated within three years of the Effective Date either (1) without Cause or for Good Reason, in either case on or within two years after a Change in Control, or (2) in anticipation of a Change in Control, you will receive an immediate, lump sum cash payment of all amounts that would have been paid to you by the company had you been employed through the third anniversary of the Effective Date, including bonuses at the greater of target (1 times your Base Salary at the time of termination) or the highest actual bonus you earned before termination, and vesting of all stock options and restricted stock (to the extent that they do not otherwise vest on a Change In Control). For this purpose, Cause, Good Reason and Change in Control are defined as provided in the company’s employment agreements with its senior executive officers. After three years of employment, you will be entitled to the Change in Control benefits applicable to our senior executive officers.

We are very enthusiastic about the potential of you joining FTI in a role which we feel will be extremely important to our long term growth. In the position of Executive Vice President, Chief Risk Officer, you will report directly to me, have a seat on the Executive Committee, and be the primary responsible executive for oversight of our legal and risk management activities.

I look forward to discussing this opportunity in detail with you and hope that we can develop a meeting of the minds so that you can quickly join the FTI team.

Yours truly,

/s/ Jack Dunn  
\_\_\_\_\_  
Jack Dunn

Accepted and Agreed:

/s/ John A. MacColl  
\_\_\_\_\_  
John A. MacColl

1/09/06  
\_\_\_\_\_  
Date





Dennis J. Shaughnessy  
Chairman of the Board

**FTI Consulting**  
900 Bestgate Road  
Suite 100  
Annapolis, MD 21401

800.334.5701 toll free  
410.224.6366 direct  
410.224.6367 fax

dennis.shaughnessy@fticonsulting.com  
www.fticonsulting.com

May 17, 2005

Mr. David G. Bannister  
205 Lugain Court  
Baltimore, Maryland 21208

Dear David:

Jack and I are delighted to extend to you the following offer for employment at FTI.

1. **Position** – Sr. Vice President/ Sr. Managing Director in charge of Corporate Development.
2. **Base Compensation** – \$300,000 a year.
3. **Bonus Opportunity** – Participation in mutually designed bonus program with an earning opportunity of 3X your base salary upon achievement of goals.
4. **Stock Options** – Initial stock option grant of 75,000 shares to be augmented by participation in a new senior management equity program to be rolled out in the second half of 2005.
5. **Benefits** – Full company benefits.
6. **Special Benefits** – Company car.
7. **Location** – Initially, Annapolis.

We are very enthusiastic about the potential of you joining FTI in a role which we feel will be extremely important to our long term growth. In the position of Sr. Vice President in charge of Corporate Development you will report directly to Jack and myself, have a seat on the Executive Committee, and be the primary responsible executive for the development and execution of our external growth activity through either corporate acquisitions or acquisitions of individual group practices.

I look forward to discussing this opportunity in detail with you and hope that we can develop a meeting of the minds so that you can quickly join the FTI team

Best regards,

/s/ Dennis J. Shaughnessy

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Dennis J. Shaughnessy

Accepted:

/s/ David G. Bannister

5/17/05

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David G. Bannister

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Date