

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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

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)

FTI Consulting, Inc. Nonstatutory Stock Option Award Agreements for Employment Inducement Awards to David M. Johnson and Paul Linton
FTI Consulting, Inc. Restricted Stock Agreements for Employment Inducement Awards to David M. Johnson and Paul Linton
(Full title of the plan)

Steven H. Gunby
President and Chief Executive Officer
FTI Consulting, Inc.

1101 K Street NW
Washington, D.C. 20005
(202) 312-9100

(Name and Address, including Zip Code, and
Telephone Number, including Area Code, of Agent for Service)

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

CALCULATION OF REGISTRATION FEE

Title of securities to be registered (1)	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 \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Nonstatutory Stock Option Award Agreement with David M. Johnson	26,164 shares	\$36.97	\$967,283	\$124.59
Common Stock, par value \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Nonstatutory Stock Option Award Agreement with David M. Johnson	85,421 shares	\$36.97	\$3,158,014	\$406.75
Common Stock, par value \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Nonstatutory Stock Option Award Agreement with Paul Linton	62,642 shares	\$36.97	\$2,315,875	\$298.28
Common Stock, par value \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Restricted Stock Award Agreement with David M. Johnson	8,204 shares	\$36.97	\$303,302	\$39.07
Common Stock, par value \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Restricted Stock Award Agreement with David M. Johnson	26,785 shares	\$36.97	\$990,241	\$127.54
Common Stock, par value \$0.01 per share, issuable pursuant to the FTI Consulting, Inc. Restricted Stock Award Agreement with Paul	19,642 shares	\$36.97	\$726,165	\$93.53

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement also covers an indeterminate number of additional shares of Common Stock as may be issuable pursuant to the anti-dilution provisions of the FTI Consulting, Inc. Non-Statutory Stock Option Agreements and the FTI Consulting, Inc. Restricted Stock Agreements as a result of stock splits, stock dividends, recapitalizations or similar transactions.
 - (2) Calculated solely for the purpose of determining the registration fee in accordance with Rule 457(c) and (h) under the Securities Act based on the average of the high and low selling price per share of Registrant's Common Stock as reported on the New York Stock Exchange on August 20, 2014.
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EXPLANATORY NOTE

This Registration Statement on Form S-8 is filed by FTI Consulting, Inc., a Maryland corporation (the “Company” or the “Registrant”), to register an aggregate of 228,858 shares of common stock, par value \$0.01 per share (“Common Stock”), of the Registrant, of which an aggregate of up to a maximum of 174,227 option shares may be issuable upon exercise, from time to time, of employment inducement awards of nonstatutory stock options, and an aggregate of up to a maximum of 54,631 shares may be issuable as employment inducement awards of restricted stock, authorized by the Compensation Committee of the Board of Directors of the Company under Rule 303.08 of the New York Stock Exchange, consisting of up to a maximum of: (i) 26,164 shares of Common Stock pursuant to a Nonstatutory Stock Option Award Agreement (the “First CFO Option Inducement Award”) with David M. Johnson, the Company’s newly hired Chief Financial Officer (“CFO”), (ii) 85,421 shares of Common Stock issuable pursuant to a Nonstatutory Stock Option Award Agreement (the “Second CFO Option Inducement Award,” and together with the First CFO Option Inducement Award, the “CFO Option Inducement Awards”) with the CFO, (iii) 62,642 shares of Common Stock pursuant to a Nonstatutory Stock Option Award Agreement (the “CSO Option Inducement Award”) with Paul Linton, the Company’s newly hired Chief Strategy and Transformation Officer (“CSO,” and together with the CFO, the “Participants”), (iv) 8,204 shares of Common Stock pursuant to a Restricted Stock Award Agreement (the “First CFO Stock Inducement Award”) with the CFO, (v) 26,785 shares of Common Stock pursuant to a Restricted Stock Award Agreement (the “Second CFO Stock Inducement Award,” and together with the First CFO Stock Inducement Award, the “CFO Stock Inducement Awards,” and together with the CFO Option Inducement Awards, the “CFO Inducement Awards”) with the CFO, and (vi) 19,642 shares of Common Stock pursuant to a Restricted Stock Award Agreement with the CSO (the “CSO Stock Inducement Award,” and together with the CSO Option Inducement Award, the “CSO Inducement Awards,” and together with the CFO Inducement Awards, the “Inducement Awards”), in each case outside of the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated as of June 2, 2010, as further amended from time to time (the “2009 Plan”), as a material inducement for the CFO to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated July 10, 2014, and for the CSO to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated July 15, 2014. The applicable grant date of each of the Inducement Awards shall be the date of the commencement of the employment of the CFO or CSO, as the case may be, with the Company.

Notwithstanding the foregoing, it is intended that all of the terms and conditions of the 2009 Plan that would otherwise have been applicable to the Inducement Awards had the Inducement Awards been granted under the 2009 Plan (except as otherwise expressly provided in the applicable inducement award agreement) shall be applicable to the Inducement Awards, and accordingly, references to the 2009 Plan are made herein for such purpose and those terms are incorporated herein by reference. The 2009 Plan was filed with the Securities and Exchange Commission (the “SEC”) on April 23, 2010 as [Appendix A](#) to FTI Consulting, Inc.’s Definitive Proxy Statement on Form 14A dated April 23, 2010, and Amendment No. 1 to the 2009 Plan was filed with the SEC on February 24, 2014, as Exhibit 10.85 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2013, which in each case is hereby incorporated by reference herein.

PART I

Information Required in the Section 10(a) Prospectus

The documents containing the information specified in Part I, Items 1 and 2, have been or will be delivered to the Participants in accordance with this Registration Statement on Form S-8 and Rule 428 under the Securities Act of 1933, as amended (the "Securities Act").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by the Company with the SEC are incorporated herein by reference (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with SEC rules):

- (1) The Registrant's Annual Report on Form 10-K for the year ended December 31, 2013 filed with the SEC on February 24, 2014;
- (2) The Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 filed with the SEC on May 2, 2014 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2014 filed with the SEC on July 31, 2014;
- (3) The Registrant's Current Reports on Form 8-K filed with the SEC on January 23, 2014, February 20, 2014, March 27, 2014, June 6, 2014, July 31, 2014 and August 8, 2014;
- (4) The Registrant's Definitive Proxy Statement on Form 14A filed with the SEC on April 17, 2014;
- (5) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as filed with the SEC on April 30, 1996, and all amendments or reports filed for the purpose of updating such description; and
- (6) All of the other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act filed with the SEC since the year ended December 31, 2013.

All documents subsequently filed by the Company with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents; provided, however, that documents or information deemed to have been furnished and not filed in accordance with the SEC's rules shall not be deemed incorporated by reference in this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable

Item 5. Interests of Named Experts and Counsel.

Eric B. Miller, Executive Vice President, General Counsel and Chief Risk Officer of the Registrant, is passing on certain legal matters regarding the shares of Common Stock being registered pursuant to this Registration Statement. Mr. Miller is a full-time employee of the Registrant, owns shares of Common Stock of the Registrant, and is eligible to participate in various stock-based employee benefit plans, including the 2009 Plan.

Item 6. Indemnification of Directors and Officers.

(1) § 2-418. “Indemnification of directors, officers, employees, and agents,” of the Corporations and Associations Article of the Maryland Annotated Code, reads as follows:

§ 2-418. Indemnification of directors, officers, employees, and agents.

(a) Definitions. —

(1) In this section the following words have the meanings indicated.

(2) “Corporation” includes any domestic or foreign predecessor entity of a corporation in a merger, consolidation, or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

(3) “Director” means any person who is or was a director of a corporation and any person who, while a director of a corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, limited liability company, other enterprise, or employee benefit plan.

(4) “Expenses” include attorney’s fees.

(5) (i) “Official capacity” means:

1. When used with respect to a director, the office of director in the corporation; and

2. When used with respect to a person other than a director as contemplated in subsection (j) of this section, the elective or appointive office in the corporation held by the officer, or the employment or agency relationship undertaken by the employee or agent in behalf of the corporation.

(ii) "Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, other enterprise, or employee benefit plan.

(6) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(7) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative.

(b) Permitted indemnification of director. —

(1) A corporation may indemnify any director made a party to any proceeding by reason of service in that capacity unless it is established that:

(i) The act or omission of the director was material to the matter giving rise to the proceeding; and

1. Was committed in bad faith; or

2. Was the result of active and deliberate dishonesty; or

(ii) The director actually received an improper personal benefit in money, property, or services; or

(iii) In the case of any criminal proceeding, the director had reasonable cause to believe that the act or omission was unlawful.

(2) (i) Indemnification may be against judgments, penalties, fines, settlements, and reasonable expenses actually incurred by the director in connection with the proceeding.

(ii) However, if the proceeding was one by or in the right of the corporation, indemnification may not be made in respect of any proceeding in which the director shall have been adjudged to be liable to the corporation.

(3) (i) The termination of any proceeding by judgment, order, or settlement does not create a presumption that the director did not meet the requisite standard of conduct set forth in this subsection.

(ii) The termination of any proceeding by conviction, or a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the director did not meet that standard of conduct.

(4) A corporation may not indemnify a director or advance expenses under this section for a proceeding brought by that director against the corporation, except:

(i) For a proceeding brought to enforce indemnification under this section; or

(ii) If the charter or bylaws of the corporation, a resolution of the board of directors of the corporation, or an agreement approved by the board of directors of the corporation to which the corporation is a party expressly provide otherwise.

(c) No indemnification of director liable for improper personal benefit. — A director may not be indemnified under subsection (b) of this section in respect of any proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged to be liable on the basis that personal benefit was improperly received.

(d) Required indemnification against expenses incurred in successful defense. — Unless limited by the charter:

(1) A director who has been successful, on the merits or otherwise, in the defense of any proceeding referred to in subsection (b) of this section, or in the defense of any claim, issue, or matter in the proceeding, shall be indemnified against reasonable expenses incurred by the director in connection with the proceeding, claim, issue, or matter in which the director has been successful.

(2) A court of appropriate jurisdiction, upon application of a director and such notice as the court shall require, may order indemnification in the following circumstances:

(i) If it determines a director is entitled to reimbursement under paragraph (1) of this subsection, the court shall order indemnification, in which case the director shall be entitled to recover the expenses of securing such reimbursement; or

(ii) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director has met the standards of conduct set forth in subsection (b) of this section or has been adjudged liable under the circumstances described in subsection (c) of this section, the court may order such indemnification as the court shall deem proper. However, indemnification with respect to any proceeding by or in the right of the corporation or in which liability shall have been adjudged in the circumstances described in subsection (c) shall be limited to expenses.

(3) A court of appropriate jurisdiction may be the same court in which the proceeding involving the director's liability took place.

(e) Determination that indemnification is proper. —

(1) Indemnification under subsection (b) of this section may not be made by the corporation unless authorized for a specific proceeding after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in subsection (b) of this section.

(2) Such determination shall be made:

(i) By the board of directors by a majority vote of a quorum consisting of directors not, at the time, parties to the proceeding, or, if such a quorum cannot be obtained, then by a majority vote of a committee of the board consisting solely of one or more directors not, at the time, parties to such proceeding and who were duly designated to act in the matter by a majority vote of the full board in which the designated directors who are parties may participate;

(ii) By special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subparagraph (i) of this paragraph, or, if the requisite quorum of the full board cannot be obtained therefor and the committee cannot be established, by a majority vote of the full board in which directors who are parties may participate; or

(iii) By the stockholders.

(3) Authorization of indemnification and determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of expenses shall be made in the manner specified in paragraph (2)(ii) of this subsection for selection of such counsel.

(4) Shares held by directors who are parties to the proceeding may not be voted on the subject matter under this subsection.

(f) Payment of expenses in advance of final disposition of action. —

(1) Reasonable expenses incurred by a director who is a party to a proceeding may be paid or reimbursed by the corporation in advance of the final disposition of the proceeding upon receipt by the corporation of:

(i) A written affirmation by the director of the director's good faith belief that the standard of conduct necessary for indemnification by the corporation as authorized in this section has been met; and

(ii) A written undertaking by or on behalf of the director to repay the amount if it shall ultimately be determined that the standard of conduct has not been met.

(2) The undertaking required by paragraph (1)(ii) of this subsection shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make the repayment.

(3) Payments under this subsection shall be made as provided by the charter, bylaws, or contract or as specified in subsection (e)(2) of this section.

(g) Validity of indemnification provision. — The indemnification and advancement of expenses provided or authorized by this section may not be deemed exclusive of any other rights, by indemnification or otherwise, to which a director may be entitled under the charter, the bylaws, a resolution of stockholders or directors, an agreement or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(h) Reimbursement of director's expenses incurred while appearing as witness. — This section does not limit the corporation's power to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when the director has not been made a named defendant or respondent in the proceeding.

(i) Director's service to employee benefit plan. — For purposes of this section:

(1) The corporation shall be deemed to have requested a director to serve an employee benefit plan where the performance of the director's duties to the corporation also imposes duties on, or otherwise involves services by, the director to the plan or participants or beneficiaries of the plan;

(2) Excise taxes assessed on a director with respect to an employee benefit plan pursuant to applicable law shall be deemed fines; and

(3) Action taken or omitted by the director with respect to an employee benefit plan in the performance of the director's duties for a purpose reasonably believed by the director to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the corporation.

(j) Officer, employee or agent. — Unless limited by the charter:

(1) An officer of the corporation shall be indemnified as and to the extent provided in subsection (d) of this section for a director and shall be entitled, to the same extent as a director, to seek indemnification pursuant to the provisions of subsection (d) of this Section;

(2) A corporation may indemnify and advance expenses to an officer, employee, or agent of the corporation to the same extent that it may indemnify directors under this section; and

(3) A corporation, in addition, may indemnify and advance expenses to an officer, employee, or agent who is not a director to such further extent, consistent with law, as may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

(k) Insurance or similar protection. —

(1) A corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against and incurred by such person in any such capacity or arising out of such person's position, whether or not the corporation would have the power to indemnify against liability under the provisions of this section.

(2) A corporation may provide similar protection, including a trust fund, letter of credit, or surety bond, not inconsistent with this section.

(3) The insurance or similar protection may be provided by a subsidiary or an affiliate of the corporation.

(l) Report of indemnification to stockholders. — Any indemnification of, or advance of expenses to, a director in accordance with this section, if arising out of a proceeding by or in the right of the corporation, shall be reported in writing to the stockholders with the notice of the next stockholders' meeting or prior to the meeting.

(II) The Registrant has provided for indemnification of directors, officers, employees, and agents in ARTICLE EIGHTH, paragraph 5, of its Articles of Amendment and Restatement. This provision reads as follows:

5. The Corporation shall indemnify (a) its directors and officers, whether serving the Corporation or at its request any other entity, to the full extent required or permitted by the General Laws of the State of Maryland now or hereafter in force, including the advance of expenses under the procedures and to the full extent permitted by law, and (b) its other employees and agents to such extent as shall be authorized by the Board of Directors or in the Corporation's By-Laws and be permitted by law. The foregoing shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such actions as are necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve, and amend from time to time such By-Laws, resolutions and contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment to the charter of the Corporation shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or appeal.

(III) The Registrant has provided for indemnification of directors, officers, employees, and agents in ARTICLE XI Indemnification and Advance of Expenses, of its Bylaws. This provision reads as follows:

To the maximum extent permitted by Maryland law in effect from time to time, the Corporation shall indemnify and, without requiring a preliminary determination of the ultimate entitlement to indemnification, shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to (a) any individual who is a present or former director or officer of the Corporation and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity or (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner, trustee, member or manager of another corporation, real estate investment trust, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise and who is made or threatened to be made a party to the proceeding by reason of his or her service in that capacity. The rights to indemnification and advance of expenses provided by the charter of the Corporation and these Bylaws shall vest immediately upon election of a director or officer. The Corporation may, with the approval of its Board of Directors, provide such indemnification and advance for expenses to an individual who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation. The indemnification and payment or reimbursement of expenses provided in these Bylaws shall not be deemed exclusive of or limit in any way other rights to which any person seeking indemnification or payment or reimbursement of expenses may be or may become entitled under any bylaw, resolution, insurance, agreement or otherwise.

Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the charter of the Corporation or these Bylaws inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding paragraph with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

(IV) § 2-405.2. “Corporate limitations on director liability,” of the Corporations and Associations Article of the Maryland Annotated Code. This provision reads as follows:

§ 2-405.2. Corporate limitations on director liability

The charter of the corporation may include any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders as described under § 5-418 of the Courts and Judicial Proceedings Article.

(V) § 5.418. Immunity — “Charter provisions governing liability of corporate directors or officers,” of the Courts and Judicial Proceedings Article of the Maryland Annotated Code. This provision reads as follows:

§ 5-418. Immunity — Charter provisions governing liability of corporate directors or officers.

(a) Expansion or limitation of liability. — The charter, as defined under § 1-101 of the Corporations and Associations Article, of a Maryland corporation may include any provision expanding or limiting the liability of its directors and officers to the corporation or its stockholders for money damages, but may not include any provision that restricts or limits the liability of its directors or officers to the corporation or its stockholders:

(1) To the extent that it is proved that the person actually received an improper benefit or profit in money, property, or services for the amount of the benefit or profit in money, property, or services actually received;

(2) To the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person’s action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding; or

(3) With respect to any action described in subsection (b) of this section.

(b) Exceptions. — This section does not apply to an action brought by or on behalf of a State governmental entity, receiver, conservator, or depositor against a director or officer of:

(1) A banking institution as defined in § 1-101 of the Financial Institutions Article;

(2) A credit union as described in § 6-301 of the Financial Institutions Article;

(3) A savings and loan association as defined in § 8-101 of the Financial Institutions Article; or

(4) A subsidiary of a banking institution, credit union, or savings and loan association described in this subsection.

(c) Construction. — This section may not be construed to affect the liability of a person in any capacity other than the person's capacity as a director or officer.

(VI) The Registrant has provided for the limitation of liability of directors, officers, employees, and agents in ARTICLE EIGHTH, paragraph 6, of its Articles of Amendment and Restatement. This provision reads as follows:

To the fullest extent permitted by Maryland statutory or decisional law, as amended or interpreted, no director or officer of this Corporation shall be personally liable to the Corporation or its stockholders for money damages. No amendment of the Charter of the Corporation or repeal of any of its provisions shall limit or eliminate the benefits provided to directors and officers under this provision with respect to any act or omission that occurred prior to such amendment or repeal.

(VII) Section 2-418(k) — Indemnification of directors, officers, employees, and agents, of the Corporations and Associations Article of the Maryland Annotated Code.

As permitted under Section 2-418(k) of the Corporations and Associations Article of the Maryland Annotated Code, the Registrant has purchased and maintains insurance on behalf of its directors and officers against any liability asserted against such directors and officers in their capacities as such, whether or not the Registrant would have the power to indemnify such persons under the provisions of Maryland law governing indemnification.

Item 7. Exemption from Registration Claimed.

Not applicable

Item 8. Exhibits.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	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.)
4.2	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.)
4.3	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.)
4.4	Amendment No. 1 to Bylaws of FTI Consulting, Inc. (Filed with the Securities and Exchange Commission 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.)

- 5.1* Opinion of In-House General Counsel of FTI Consulting, Inc.
- 10.1*‡ Form of FTI Consulting, Inc. Restricted Stock Agreement for Employment Inducement Awards to Chief Financial Officer and Chief Strategy and Transformation Officer
- 10.2*‡ Form of FTI Consulting, Inc. Non-Statutory Stock Option Agreement for Employment Inducement Award to Chief Financial Officer and Chief Strategy and Transformation Officer
- 23.1* Consent of KPMG LLP, Independent Registered Public Accounting Firm.
- 23.2* Consent of In-House General Counsel (set forth in his opinion filed herewith as Exhibit 5.1).
- 24.1* Powers of Attorney (included as part of the signature page to this Registration Statement).

‡ Compensation Plan

* Filed herewith

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that Paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the registration statement is on Form S-8 (§239.16b of this chapter), and the information required to

be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, 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 registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the District of Columbia, on this 22nd day of August, 2014.

FTI CONSULTING, INC.

By: /s/ STEVEN H. GUNBY

Steven H. Gunby
President and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS that Eric B. Miller 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, supplements or post-effective amendments to this Registration Statement on Form S-8, 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 substitute, 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 dates indicated.

<u>SIGNATURE</u>	<u>CAPACITY IN WHICH SIGNED</u>	<u>DATE</u>
<u>/s/ STEVEN H. GUNBY</u> Steven H. Gunby	President and Chief Executive Officer and a Director (Principal Executive Officer)	August 22, 2014
<u>/s/ ROGER D. CARLILE</u> Roger D. Carlile	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 22, 2014
<u>/s/ CATHERINE M. FREEMAN</u> Catherine M. Freeman	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	August 22, 2014
<u>/s/ GERARD E. HOLTHAUS</u> Gerard E. Holthaus	Director and Chairman of the Board	August 22, 2014

/S/ BRENDA J. BACON

Director

August 22, 2014

Brenda J. Bacon

Director

August , 2014

Claudio Costamagna

/S/ JAMES W. CROWNOVER

Director

August 22, 2014

James W. Crownover

/S/ VERNON ELLIS

Director

August 22, 2014

Vernon Ellis

/S/ NICHOLAS C. FANANDAKIS

Director

August 22, 2014

Nicholas C. Fanandakis

/S/ MARC HOLTZMAN

Director

August 22, 2014

Marc Holtzman

Exhibit Index

<u>Exhibit No.</u>	<u>Exhibit Description</u>
4.1	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.)
4.2	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.)
4.3	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.)
4.4	Amendment No. 1 to Bylaws of FTI Consulting, Inc. (Filed with the Securities and Exchange Commission 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.)
5.1*	Opinion of In-House General Counsel of FTI Consulting, Inc.
10.1*‡	Form of FTI Consulting, Inc. Restricted Stock Agreement for Employment Inducement Awards to Chief Financial Officer and Chief Strategy and Transformation Officer
10.2*‡	Form of FTI Consulting, Inc. Non-Statutory Stock Option Agreement for Employment Inducement Award to Chief Financial Officer and Chief Strategy and Transformation Officer
23.1*	Consent of KPMG LLP, Independent Registered Public Accounting Firm.
23.2*	Consent of In-House General Counsel (set forth in his opinion filed herewith as Exhibit 5.1).
24.1*	Powers of Attorney (included as part of the signature page to this Registration Statement).

‡ Compensation Plan

* Filed herewith



August 22, 2014

FTI Consulting, Inc.
1101 K Street NW
Washington, D.C. 20005

Ladies and Gentlemen:

I am the General Counsel of FTI Consulting, Inc., a Maryland corporation (the "Company"). I have acted as counsel to the Company in connection with the preparation of the Registration Statement on Form S-8 (the "Registration Statement") and the filing thereof with the Securities and Exchange Commission (the "Commission"), pursuant to which the Company will register under the Securities Act of 1933, as amended (the "Securities Act"), 228,858 additional shares of common stock, par value \$0.01 per share ("Common Stock"), of the Company (the "Shares"), to be issued as employment inducement awards of up to an aggregate of (i) 54,631 shares of restricted stock and (ii) 174,227 option shares issuable upon exercise, from time to time, of nonstatutory stock options (collectively, the "Inducement Awards"), authorized by the Compensation Committee of the Board of Directors of the Company pursuant to Rule 303.08 of the New York Stock Exchange, under one or more FTI Consulting, Inc. Restricted Stock Award Agreements (the "Restricted Stock Inducement Award Agreements") to the Company's newly hired Chief Financial Officer ("CFO") and Chief Strategy and Transformation Officer ("CSO," and with the CFO, each a "Participant," and collectively, the "Participants"), and one or more Nonstatutory Stock Option Agreements (the "Stock Option Inducement Award Agreements," and together with the Restricted Stock Inducement Award Agreements, the "Inducement Award Agreements"), to each Participant, outside of the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated as of June 2, 2010, as further amended from time to time (the "2009 Plan"), in each case effective upon commencement of such Participant's employment, as a material inducement for the CFO to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated July 10, 2014 and for the CSO to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated July 15, 2014. The opinion hereafter set forth is given pursuant to Item 8 of Form S-8 and Item 601(b)(5) of Regulation S-K.

As the Company's General Counsel, I am generally familiar with the proceedings that the Company and its Board of Directors (the "Board") and the Compensation Committee of the Board have taken in connection with the authorization, reservation and registration of the Shares and the terms of the Inducement Awards and the Inducement Award Agreements.

I, or attorneys under my supervision, have examined copies of the Company's Charter, as amended, Bylaws, as amended, the Inducement Award Agreements, resolutions adopted by the

Company's Board and Compensation Committee of the Board relating to the above matters, and other records and documents, as well as made such investigation of matters of fact and law, as I have deemed necessary for the purpose of the opinion herein expressed. In rendering this opinion, I have assumed the authenticity of all documents submitted to me as originals, the genuineness of all signatures, and the conformity of documents submitted to me as copies to the originals.

Based upon the foregoing, I am of the opinion that the Shares have been duly authorized and, when issued, paid for and delivered pursuant to the terms of the Inducement Award Agreements, will be validly issued, fully paid and non-assessable shares of Common Stock of the Company.

The opinion set forth herein is limited to matters governed by the laws of the State of Maryland, and I express no opinion as to any other laws. I do not find it necessary for the purposes of this opinion, and accordingly I do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Shares.

I hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to me under Item 5 of the Registration Statement. In giving this consent, I do not thereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ ERIC B. MILLER

Executive Vice President, General Counsel and Chief Risk
Officer

FTI CONSULTING, INC.

2014 EMPLOYMENT INDUCEMENT AWARD

RESTRICTED STOCK AWARD AGREEMENT

To _____:

FTI Consulting, Inc., a Maryland corporation (the "**Company**"), has granted you an employment inducement award (the "**Inducement Award**") of _____ restricted shares (the "**Award Shares**") of the Company's common stock, \$0.01 par value (the "**Common Stock**"), conditioned upon your agreement to the terms and conditions described below. The effective "**Grant Date**" will be _____, 20____, subject to your promptly accepting and acknowledging a copy of this Agreement (as defined below) to the Company.

This inducement award agreement (the "**Agreement**") evidences the award of the Award Shares pursuant to the Inducement Award authorized by the Compensation Committee of the Board of Directors of the Company under Rule 303.08 of the New York Stock Exchange, granted to you outside of the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated as of June 2, 2010, as further amended from time to time (the "**2009 Plan**"), as a material inducement for you to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated _____, 20____ (the "**Offer Letter**"). This Agreement and the Inducement Award of the Award Shares are made in consideration of your employment with the Company or your Employer (as hereafter defined) and is subject to any applicable terms of the written Offer Letter or successor agreement, each as amended or restated from time to time ("**Employment Agreement**"), if applicable, between you (the "**Employee**") and the Company or an Affiliate of the Company (the "**Employer**"). The Inducement Award incorporates any terms and conditions relating to Award Shares or this Inducement Award (if applicable) contained in the Employment Agreement, and specifies other applicable terms and conditions of your Award Shares.

Notwithstanding the foregoing, it is intended that all of the terms and conditions of the 2009 Plan that would otherwise have been applicable to the Inducement Award had the Inducement Award been granted under the 2009 Plan (except as otherwise expressly provided in this Agreement or your Employment Agreement) shall be applicable to the Inducement Award, and accordingly, references to the 2009 Plan are made herein for such purpose and those terms (including capitalized terms not defined herein or in the Employment Agreement) are incorporated herein by reference. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, or the 2009 Plan, with respect to the Inducement Award.

Copies of the Prospectus for the Inducement Award, as amended or restated from time to time (the "**Prospectus**"), and the 2009 Plan, are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of the Prospectus and the 2009 Plan and have read, understand and agree to all terms. You may request additional copies of the Prospectus or the 2009 Plan by contacting the Secretary of the

Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (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 Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

1. Terminology; Conflicts. The Glossary at the end of this Agreement includes definitions of certain capitalized words used in this Agreement. All terms not defined in this Agreement (including the Glossary) have the meanings given in the 2009 Plan (or if applicable, the Employment Agreement). Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the 2009 Plan or your Employment Agreement (if applicable), the provisions of, first, your Employment Agreement, second, this Agreement, and lastly, the 2009 Plan, will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.

2. Employment Agreement. All of the Inducement Award and Award Shares are nonvested and forfeitable as of the Grant Date. The Inducement Award and Award Shares are granted subject to the forfeiture, vesting and other provisions specifically set forth herein and in the Employment Agreement. Notwithstanding anything to the contrary, the Inducement Award and the Award Shares will be subject to and bound by all terms and conditions in this Agreement and the 2009 Plan not specifically covered by or contrary to the effective Employment Agreement.

3. Terms and Conditions Not Specifically Set Forth in the Employment Agreement. Absent an Employment Agreement or terms and conditions to the contrary, the following terms and conditions will apply:

(a) *Vesting.* Your Award Shares shall be subject to the following forfeiture and vesting provisions:

- i. All of the Award Shares are nonvested and forfeitable as of the Grant Date.
- ii. So long as your "Service" (as hereafter defined) with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, ___% of the Award Shares will vest and

become nonforfeitable on the ___ year anniversary of the Grant Date, ___% of the Award Shares will vest and become nonforfeitable on the ___ year anniversary of the Grant Date, the remaining ___% of the Award Shares will vest and become nonforfeitable on the ___ year anniversary of the Grant Date ___% of the Award Shares will vest and become nonforfeitable on the ___ year anniversary of the Grant Date, and ___% of the Award Shares will vest and become nonforfeitable on the ___ year anniversary of the Grant Date; such that 100% of the Award Shares shall be fully vested by the ___ anniversary of the Grant Date except none of the Award Shares will become vested and nonforfeitable after your "Service" with the Company and its Affiliates ceases unless otherwise provided in this Agreement or the Employment Agreement.

(b) *Acceleration of Vesting.* Except as otherwise provided in your effective Employment Agreement, in which case the terms of your Employment Agreement will control; provided that you (or your legally appointed administrator, personal representative, executor, conservator or guardian) timely executes and delivers a "Release" (as hereafter defined) in accordance with the Employment Agreement, the treatment of your Award Shares on any of the below events will be as follows:

- i. ___% of the outstanding Award Shares will become fully vested and nonforfeitable upon termination of employment or your "Service" by the Company or your Employer without "Cause;"
- ii. ___% of the outstanding Award Shares will become fully vested and nonforfeitable upon termination of your employment or "Service" by you for "Good Reason;"
- iii. all outstanding Award Shares will become fully vested and nonforfeitable upon your death; or
- iv. all outstanding Award Shares will become fully vested and nonforfeitable upon your "Total and Permanent Disability."

(c) *Other Termination Events.* Except as otherwise provided in your effective Employment Agreement, in which case the terms of your Employment Agreement will control the treatment of your Award Shares on any of the following events; (i) if your "Service" with the

Company and its Affiliates ceases due to termination by the Company or your Employer for “Cause,” all Award Shares that are not then vested and nonforfeitable will be immediately forfeited for no consideration, or (ii) if your “Service” with the Company and its Affiliates ceases due to termination by you (excepting any termination by you for “Good Reason,” if applicable), all Award Shares that are not then vested and nonforfeitable will be immediately forfeited for no consideration, or (iii) if there is a “Change in Control” (as defined in your Employment Agreement, or if not defined therein, as defined in the 2009 Plan), the Award Shares will remain in full effect and shall be treated consistent with your Employment Agreement or the 2009 Plan, as the case may be.

(d) *Release*. The failure to timely execute and deliver a “Release” in accordance with the Employment Agreement by you (or if applicable, your executor, administrator, or legally authorized guardian or personal representative) shall result in the forfeiture of the applicable Award Shares for no consideration.

4. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hedge, 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. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

5. 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 book entry) representing such unvested shares will include a legend (or electronic notation) to the effect that you may not sell, assign, transfer, pledge, hedge, or hypothecate the Award Shares. If you forfeit any Award Shares, the share certificate or book entry, as the case may be, will be cancelled by the Company’s transfer agent upon instructions from the Company.

(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 (or in case of your Total and Permanent Disability and if necessary) at the time that a delivery of shares is to be made, the shares will be delivered in accordance with the instructions received from your executor, administrator, legally authorized guardian 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;
- ii. compliance with any requests for representations; and
- iii. receipt of proof satisfactory to the Company that a person seeking such Award Shares on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

6. Taxation.

(a) *Tax Withholding.* By signing this Agreement, you authorize your Employer and the Company, except as provided below, to deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required by law to be withheld as a result of the grant or vesting of the Award Shares in whole or in part. The Company may, in its discretion, agree that it will, upon your request, permit you to satisfy, in whole or in part, the Company's minimum statutory withholding tax obligation (based on minimum rates for federal and state law purposes, including payroll taxes) which may arise in connection with the Inducement Award, either by electing to have the Company withhold the issuance of, or redeem, shares of Common Stock or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due. In lieu of the foregoing, the Company may require you to make a cash payment to such Employer or the Company equal to the amount required to be withheld. If you do not make provision for the payment of such taxes when requested, the Company may refuse to issue any Common Stock certificate, or electronically transfer vested Award Shares, under this Agreement until arrangements satisfactory to the Committee for such payment have been made.

(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 your Employer or the Company. You may not rely on your Employer, the Company or any of their respective officers, directors or employees for tax or legal advice regarding this Inducement Award. You acknowledge that you have sought tax and legal advice from your own advisors regarding this Inducement Award or have voluntarily and knowingly foregone such consultation.

7. 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 7 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. 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.

8. Non-Guarantee of Employment or Service Relationship. Nothing in this Agreement alters your at-will or other employment status pursuant to your Employment Agreement, if applicable, or other "Service" relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or "Service" relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a "Service" relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of your Employer or the Company to discharge you at any time with or without "Cause" or notice and whether or not such discharge results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Inducement Award.

9. 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, except that you will not have any right to cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be held by the Company in trust for your benefit and paid to you upon vesting of the Award Shares. Upon forfeiture of any Award Shares, any cash dividends and distributions then held in trust with respect to such shares will be forfeited and will be returned to the Company.

10. 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 Affiliates, 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. Entire Agreement. This Agreement and the terms of the Employment Agreement (if applicable) and 2009 Plan incorporated into this Agreement, contains the entire agreement between you, your Employer 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 Inducement Award or the Award Shares are superseded by this Agreement and are void and ineffective for all purposes.

12. RESERVED

13. 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 2009 Plan, the Employment Agreement (if applicable) or in any other written document signed by you and the Company.

14. 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 Inducement 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.

15. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

16. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

17. 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.

18. 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.}

2014 Employment Inducement Award
RS Award Agreement

GLOSSARY

(a) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means (i) conviction of or pleading of nolo contendere to a felony, (ii) fraud on or misappropriation of any funds or property of the Company, an Affiliate, customer or client, (iii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company and its Affiliates, (iv) dishonesty, (v) engaging in any act or omission which is in material violation of any Company or Employer policy, (vi) willful misconduct in connection with your duties or responsibilities or otherwise, gross negligence in the performance of your duties or responsibilities, or (vii) failure to perform your responsibilities in the best interests of the Company or any of its Affiliates, each as determined in good faith by the Company, which determination is conclusive.

(b) “**Good Reason**” has the meaning ascribed to such term or words, if any, of similar import in your Employment Agreement, if applicable, and in the absence of an effective Employment Agreement providing for “good reason” termination rights, there shall be none.

(c) “**Release**” refers to a valid waiver and general release of claims against the Company, in a form and manner acceptable to the Company and consistent with the Employment Agreement, with such revisions reasonably determined by the Company to be necessary at the applicable time.

(d) “**Service**” means your employment or other service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(e) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent 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.

(f) “**You**,” “**Your**” 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.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of the date electronically accepted and acknowledged by the award recipient.

2014 Employment Inducement Award
RS Award Agreement

FTI CONSULTING, INC.

2014 EMPLOYMENT INDUCEMENT AWARD

NONSTATUTORY STOCK OPTION AWARD AGREEMENT

To _____ (“**Optionee**”):

FTI Consulting, Inc. (the “**Company**”) has granted you an employment inducement award (the “**Inducement Award**”) of an option (the “**Option**”) to purchase _____ shares of the common stock, \$0.01 par value (“**Common Stock**”) of the Company (the “**Option Shares**”), at _____ (\$____) per share (the “**Exercise Price**”). The effective “**Date of Grant**” will be _____, 2014, subject to your promptly accepting and acknowledging a copy of this Agreement (as defined below) to the Company.

This inducement award agreement (the “**Agreement**”) evidences the grant of the Option, pursuant to the Inducement Award authorized by the Compensation Committee of the Board of Directors of the Company under Rule 303.08 of the New York Stock Exchange, granted to you outside of the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated as of June 2, 2010, as further amended from time to time (the “**2009 Plan**”), as a material inducement for you to accept employment with the Company and enter into the Offer of Employment Letter with the Company dated _____, 20____ (the “**Offer Letter**”). This Agreement and the Inducement Award of the Option for the Option Shares are made in consideration of your employment with the Company or Employer (as hereafter defined) and are subject to any applicable terms of the written Offer Letter, or successor agreement, each as amended or restated from time to time (“**Employment Agreement**”), if applicable, between you (the “**Employee**”) and the Company or an Affiliate of the Company (the “**Employer**”). This Agreement incorporates any terms and conditions relating to the Option or this Inducement Award (if applicable) contained in the Employment Agreement, and specifies other applicable terms and conditions of your Option.

Notwithstanding the foregoing, it is intended that all of the terms and conditions of the 2009 Plan that would otherwise have been applicable to the Inducement Award had the Inducement Award been granted under the 2009 Plan (except as otherwise expressly provided in this Agreement or your Employment Agreement) shall be applicable to the Inducement Award, and accordingly, references to the 2009 Plan are made herein for such purpose and those terms (including capitalized terms not defined herein or in the Employment Agreement) are incorporated herein by reference. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, or the 2009 Plan, with respect to the Inducement Award.

Copies of the Prospectus for the Inducement Award, as amended or restated from time to time (the “**Prospectus**”), and the 2009 Plan, are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of the Prospectus and the 2009 Plan and have read, understand and

agree to all terms. You may request additional copies of the Prospectus or the 2009 Plan by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (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 Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company's security holders generally.

This Option is intended to be and will be treated as a nonstatutory stock option.

All terms not defined by this Agreement have the meanings given in the 2009 Plan (or if applicable, the Employment Agreement).

In addition to the terms, conditions, and restrictions set forth in your Employment Agreement and the 2009 Plan, the following terms, conditions, and restrictions apply to the Option:

(1) Exercise. You may not exercise the Option before _____, except as otherwise provided below.

- a. Thereafter, except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your "Service" (as hereafter defined) with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, you may exercise the Option to purchase Option Shares as follows:
 - i. Up to ___% of the Option Shares on or after each anniversary of the Grant Date, such that the Option will be exercisable for 100% of the Option Shares on the ___ anniversary of the Grant Date; except that none of the Option Shares will become vested after your "Service" with the Company and its Affiliates ceases unless otherwise provided in this Agreement or the Employment Agreement.
 - ii. Up to ___% of the Option Shares on or after the ___ year anniversary of the Grant Date, up to ___% of the Option Shares on or after the ___ year anniversary of the Grant Date, up to ___% of the Option Shares on or after the ___ year anniversary of the Grant Date, and up to ___% of the Option Shares on or after the ___ year anniversary of the Grant Date; such that 100% of the Option Shares shall be exercisable on the ___ anniversary of the Grant Date, except that none of the Option Shares will become vested after your "Service" with the Company and its Affiliates ceases unless otherwise provided in this Agreement or the Employment Agreement.
 - iii. The Option will be exercisable for 100% of the Option Shares on _____; except that none of the Option Shares will become vested after your "Service" with the Company and its Affiliates ceases unless otherwise provided in this Agreement or the Employment Agreement.

- b. The Option will expire at 5:00 p.m. Eastern Time on _____, ____.
- c. The Committee may, in its sole discretion, accelerate the time at which you may exercise part or all of the Option.
- d. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on "Change in Control" (or words of similar import) (as defined in your Employment Agreement, or if not defined therein, as defined in the 2009 Plan), in which case your Employment Agreement will control the treatment of the Option on "Change in Control", in the event of the occurrence of a "Change in Control" the Option will be treated consistent with the 2009 Plan.
- e. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option on death, in which case your Employment Agreement will control the treatment of the Option on death, subject to Section 1(b) and 4(a) and (g), the Option will become exercisable in full upon your death.
- f. Unless you are party to an effective Employment Agreement that provides for different treatment of the Option upon your disability, in which case your Employment Agreement will control the treatment of the Option upon your disability, if you terminate employment due to your "Total and Permanent Disability" (as hereafter defined), subject to Section 1(b) and 4(b) and (g), the Option will continue to become exercisable as provided above for an additional twelve (12) months following your termination. For purposes of this Agreement, "Total and Permanent Disability" has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of such definition or an effective Employment Agreement, has the meaning ascribed to such term in the Glossary to this Agreement. The Committee may require such proof of "Total and Permanent 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. Unless you are a party to an effective Employment Agreement that provides for different treatment of the Option, upon termination of your employment or "Service" relationship with the Company or your Employer by the Company without "Cause" (as defined in your Employment Agreement) or upon termination of your employment or "Service" relationship with the Company or your Employer by you with "Good Reason" (as defined in your Employment Agreement), subject to Section 1(b) and 4(c) and (g), ___% of the Option will immediately vest and become exercisable in full upon such termination event, and the vested and unexercised portion of the Option will continue to be exercisable for ___ days following such termination event.

- h. You may exercise the Option only in multiples of whole Option Shares and may not exercise the Option as to fewer than one hundred Option Shares (unless the Option is then exercisable for fewer than one hundred Option Shares) at any one time. At the time of exercise, the Company will round down any fractional Option Shares but will not make any cash or other payments in settlement of fractional Option Shares eliminated by rounding.
- (2) Method of Exercise. Subject to this Agreement and consistent with any applicable provisions of the 2009 Plan, 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 Option 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 Option 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 this Agreement, 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) Notice of Certain Disposition. You agree to give prompt notice to the Company if you dispose of any Option Shares acquired upon exercise of the Option within one (1) year after you acquire them or within two (2) years after the Date of Grant.
- (4) Forfeiture.
- a. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option upon termination by you without "Good Reason," you will forfeit any unvested and vested and unexercised portions of the Option upon termination by you without "Good Reason."
 - b. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on death, if you terminate due to death; provided that your administrator, personal representative or executor, on behalf of your estate, timely executes and delivers a "Release" (as hereafter defined) in accordance with the Employment Agreement, your Option will vest in accordance with Section (1)(e) and will remain exercisable until the

earlier of (i) the expiration date set forth in Section 1(b) of this Agreement and (ii) the date that is 12 months following the date of your death, and any unexercised portion of the Option shall be forfeited for no consideration thereafter.

- c. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option on disability, if you terminate due to your "Total and Permanent Disability," provided that you (or your legally appointed conservator or guardian) timely executes and delivers a Release in accordance with the Employment Agreement, your Option will continue to vest in accordance with Section (1)(f) and remain exercisable for twelve (12) months after the date of your termination due to "Total and Permanent Disability," or five (5) business days after the latest date that your Option becomes exercisable during those twelve (12) months, if later; provided, however, in no event shall any Option be exercisable after the expiration date set forth in Section (1)(b), and any unexercised portion of the Option will be forfeited immediately thereafter for no consideration.
- d. Unless your Employment Agreement in effect provides otherwise, in which case your Employment Agreement will control treatment of the Option, on the termination of your employment or "Service" relationship by the Company or your Employer without "Cause," or termination of your employment or "Service" relationship with the Company or your Employer by you with "Good Reason," provided that you timely execute and deliver a "Release" in accordance with the Employment Agreement, __% of your Option will immediately vest and become exercisable in accordance with Section (1)(g) and will remain exercisable for __ days after the date of such termination event; provided, however, in no event shall any Option be exercisable after the expiration date set forth in Section (1)(b), and any unvested and vested and unexercised portion of the Option will be forfeited immediately thereafter for no consideration.
- e. If you cease to be a "common law employee" of the Company or any of its Affiliates but you continue to provide bona fide "Services" (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or "Service" relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or "Service" relationship is with a business, trade or entity that, after the Date of Grant, ceases for any reason to be part of the Company or an Affiliate, your employment or "Service" relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

- f. Unless your Employment Agreement defines “Cause” differently, in which case your Employment Agreement will control the treatment of the Option, in the case of an event constituting “Cause,” the term “Cause” shall have the meaning ascribed to such term in the Glossary. The unvested and vested and unexercised portion of the Option will be forfeited immediately upon your commission of any act constituting “Cause,” as determined by the Committee, which determination will be conclusive.
 - g. The failure to timely execute and deliver a “Release” in accordance with the Employment Agreement by you (or if applicable, your executor, administrator, or legally authorized guardian or personal representative) shall result in the forfeiture of the unexercised portion of the Option and applicable Option Shares for no consideration.
- (5) Stock Certificates. As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Option Shares issued upon exercise, electronically or in certificate form to your designated broker on your behalf. Any share certificates delivered or Option Shares delivered electronically, will, unless the Option 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 Option Shares. If you are deceased (or in case of your Total and Permanent Disability and if necessary) at the time that a delivery of shares is to be made, the shares will be delivered in accordance with the instructions received from your executor, administrator, legally authorized conservator or guardian or personal representative.
- (6) Postponement of Delivery. The Company may postpone the issuance and delivery of any Option 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 Option 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 on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate’s behalf after your death, is authorized and entitled to exercise the Option.
- (7) Limitation on Exercise by Law. You may not exercise the Option if the issuance of the Option Shares upon such exercise would violate any applicable federal securities laws or other laws or regulations.
- (8) Non-Guarantee of Employment or Service Relationship. Nothing in this Agreement alters your at-will or other employment status pursuant to your Employment

Agreement, if applicable, or other "Service" relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or "Service" relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a "Service" relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without "Cause" or notice and whether or not such discharge results in the forfeiture of any Options or any other adverse effect on your interests under the Inducement Award.

- (9) Entire Agreement. This Agreement, and the terms of the Employment Agreement (if applicable) and 2009 Plan incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the Option. 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 Option are superseded by this Agreement and are void and ineffective for all purposes.
- (10) Rights as Stockholder. 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 Option Shares unless and until they have been issued to you after your exercise of this Option and payment for the Option Shares.
- (11) Restrictions on Transfer. This Option cannot be assigned, transferred, pledged, hypothecated, hedged 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. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the Option.
- (12) Company's Rights. 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 Affiliates, 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.

- (13) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection with the Option. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option or issuance of certificates representing, or the electronic delivery of, the Option Shares. The Committee may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Option either by electing to have the Company withhold from the Option Shares to be issued upon exercise that number of Option Shares, or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due.
- (14) 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 Inducement Award, the Option or the Option 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.
- (15) Adjustments. The Committee shall make various adjustments to your Option, including adjustments to the number and type of securities subject to the Option and the Exercise Price, consistent with the terms of the 2009 Plan.
- (16) Amendment. 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 effect on the Option or Option Shares, as determined by the Committee, except as provided in the 2009 Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.
- (17) Notice. 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.
- (18) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the 2009 Plan or your Employment Agreement (if applicable), the provisions of, first, your Employment

Agreement, second, this Agreement and lastly, the 2009 Plan, will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.

- (19) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.
- (20) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (21) 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.
- (22) 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) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means (i) conviction of or pleading of nolo contendere to a felony, (ii) fraud on or misappropriation of any funds or property of the Company, an Affiliate, customer or client, (iii) your breach of any provision of any employment, non-disclosure, non-competition, non-solicitation, assignment of inventions, or other similar agreement executed by you for the benefit of the Company and its Affiliates, (iv) dishonesty, (v) engaging in any act or omission which is in material violation of any Company or Employer policy, (vi) willful misconduct in connection with your duties or responsibilities or otherwise, gross negligence in the performance of your duties or responsibilities, or (vii) failure to perform your responsibilities in the best interests of the Company or any of its Affiliates, each as determined in good faith by the Company, which determination is conclusive.

(b) “**Release**” refers to a valid waiver and general release of claims against the Company, in a form and manner acceptable to the Company and consistent with the Employment Agreement, with such revisions reasonably determined by the Company to be necessary at the applicable time.

(c) “**Service**” means your employment or other service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(d) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement, if applicable, and, in the absence of an effective Employment Agreement, means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent 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**,” “**Your**” means the recipient of the Option 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 Option 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.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of the date electronically accepted and acknowledged by the award recipient.

2014 Employment Inducement Award
SO Agreement

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
FTI Consulting, Inc.:

We consent to the use of our reports dated February 21, 2014, with respect to the consolidated balance sheets of FTI Consulting, Inc. and subsidiaries as of December 31, 2013 and 2012, and the related consolidated statements of comprehensive income (loss), stockholders' equity and cash flows for each of the years in the three-year period ended December 31, 2013, and the effectiveness of internal control over financial reporting as of December 31, 2013, incorporated herein by reference.

KPMG LLP
Baltimore, Maryland
August 22, 2014