
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): March 21, 2017

FTI CONSULTING, INC.

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or other jurisdiction
of incorporation)

001-14875
(Commission
File Number)

52-1261113
(IRS Employer
Identification No.)

(Address of principal executive offices) (Zip Code)

1101 K Street NW, Washington, D.C. 20005
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (202) 312-9100

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(e) Compensatory Arrangements of Certain Officers.

FTI Consulting, Inc. (“FTI Consulting”) entered into an amendment as of March 21, 2017 (the “CEO Amendment”), of the Employment Agreement dated as of December 13, 2013, as amended (the “CEO Employment Agreement”), by and between FTI Consulting and Steven Gunby (our “CEO”). The CEO Amendment provides that upon termination of Mr. Gunby’s employment due to his death or “Disability” (as defined in the CEO Employment Agreement), Mr. Gunby or his estate will be eligible to receive a pro-rated (based on the number of days he works in the applicable performance year) annual incentive bonus for the performance year of termination based on actual performance results for such performance year, which amount (if any) will be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of FTI Consulting.

In addition, FTI Consulting entered into amendments dated as of March 21, 2017 (individually an “Officer Amendment,” and collectively, the “Officer Amendments,” and together with the CEO Amendment, the “Amendments”), with each of Ajay Sabherwal (Chief Financial Officer), Paul Linton (Chief Strategy and Transformation Officer), Curtis Lu (General Counsel) and Holly Paul (Chief Human Resources Officer), amending his or her employment letter dated July 5, 2016, July 15, 2014, May 14, 2015 and July 15, 2014, respectively. Each Officer Amendment provides that upon termination for death or “Disability” (which term has been defined in the same manner as under the CEO Employment Agreement), such officer or his or her estate will be eligible to receive his or her pro-rated (based on the number of days he or she works in the applicable performance year) annual incentive bonus for the performance year of termination based on actual performance results for such performance year, which amount (if any) will be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of FTI Consulting. In addition, consistent with the original terms of the CEO Employment Agreement, each Officer Amendment also provides that in the event of such officer’s death or Disability, he or she will be entitled to receive the unpaid amount, if any, of any previously earned and unpaid annual incentive bonus based on actual performance results for the applicable performance year.

The above descriptions of the Amendments are qualified in their entirety by the full text of each applicable Amendment. The Amendments have been filed with this Current Report on Form 8-K as Exhibits 10.1 through 10.5 hereto, and are hereby incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 effective as of March 21, 2017 to Employment Agreement dated as of December 13, 2013, as amended, by and between FTI Consulting, Inc. and Steven Gunby

**Exhibit
No.**

Description

- | | |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.2 | Amendment No. 1 effective as of March 21, 2017 to Offer of Employment Letter dated as of July 5, 2016, by and between FTI Consulting, Inc. and Ajay Sabherwal |
| 10.3 | Amendment No. 1 effective as of March 21, 2017 to Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Paul Linton |
| 10.4 | Amendment No. 1 effective as of March 21, 2017 to Employment Letter dated May 14, 2015, by and between FTI Consulting, Inc. and Curtis Lu |
| 10.5 | Amendment No. 2 effective as of March 21, 2017 to Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Holly Paul |

SIGNATURES

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

FTI CONSULTING, INC.

Dated: March 23, 2017

By: /s/ CURTIS LU

Curtis Lu
General Counsel

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 effective as of March 21, 2017 to Employment Agreement dated as of December 13, 2013, as amended, by and between FTI Consulting, Inc. and Steven Gunby
10.2	Amendment No. 1 effective as of March 21, 2017 to Offer of Employment Letter dated as of July 5, 2016, by and between FTI Consulting, Inc. and Ajay Sabherwal
10.3	Amendment No. 1 effective as of March 21, 2017 to Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Paul Linton
10.4	Amendment No. 1 effective as of March 21, 2017 to Employment Letter dated May 14, 2015, by and between FTI Consulting, Inc. and Curtis Lu
10.5	Amendment No. 2 effective as of March 21, 2017 to Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Holly Paul

AMENDMENT NO. 2. TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 2 (the "Amendment") is made and entered into effective as of March 21, 2017 (the "Effective Date") to that EMPLOYMENT AGREEMENT made and entered into as of December 13, 2013 (the "Agreement") by and between FTI Consulting, Inc., a Maryland corporation with its principal offices in Annapolis, Maryland (the "Company"), and Steven Gunby (the "Executive," and together with the Company, the "Parties").

WITNESSETH:

WHEREAS, the Parties desire to amend certain terms of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment and in the Agreement, the Parties mutually agree as follows:

1. Section 11(a) Termination for any Reason. SECTION 11(a) of the Agreement is hereby amended by adding a new clause (vi) thereto, to read in its entirety as follows:

“, and (vi) only in the case of termination by the Company or the Executive on account of death or Disability, a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year, determined by multiplying (x) the amount of such annual incentive bonus (if any) which would be due and payable for the full performance year in which such termination occurred had such termination event not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through (and excluding) the date of termination, and the denominator of which is 365, which amount (if any) shall be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of the Company (the "Pro-rated Annual Incentive Bonus").”

2. Section 11(b) Termination by the Company without Cause or by the Executive for Good Reason. SECTION 11(b) of the Agreement is hereby amended by deleting current clause (iii) thereof and replacing it with a new clause (iii), to read in its entirety as follows:

“(iii) any Pro-rated Annual Incentive Bonus;”

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

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

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have signed this Amendment as of the Effective Date.

FTI CONSULTING, INC.

By: /s/ CURTIS LU

Name: Curtis Lu

Title: General Counsel

EXECUTIVE

By: /s/ STEVEN H. GUNBY

Steven H. Gunby

February 22, 2017

Mr. Ajay Sabherwal
Chief Financial Officer
FTI Consulting, Inc.
1101 K Street NW
Washington, DC 20005

Dear Ajay:

On July 5, 2016, you entered into an employment letter (the "Employment Letter") with FTI Consulting, Inc. (the "Company"). The Company desires to amend certain terms of the Employment Letter (the "Amendment") effective upon your execution and delivery of this Amendment to the Company, in consideration of the mutual covenants set forth in this Amendment and in the Employment Letter, as follows:

1. Paragraph 9 of the Employment Letter is hereby amended by adding new clause (d) to read in its entirety as follows:

"(d) Termination In the Event of Death or Disability. In addition to the Accrued Compensation, in the event that your employment is terminated due to your death or "Disability" (as hereafter defined); provided, that you (or your estate or representative (in the event of death) or your conservator or guardian (in the event of your disability)), execute and deliver a "Release" to the Company in accordance with Paragraph 9(c) of the Employment Letter, following the date of death or Disability you will be entitled to receive the following payments: (i) the unpaid amount, if any, of your previously earned and unpaid annual incentive bonus based on actual performance results for the applicable performance year, plus (ii) a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year, determined by multiplying (x) the amount of such annual incentive bonus (if any) which would be due and payable for the full performance year in which such termination occurred had such termination event not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through (and excluding) the date of termination, and the denominator of which is 365, which amount payable pursuant to clauses (i) and/or (ii) (if

any) shall be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of the Company. You will be deemed to be "Disabled" or to have a "Disability" if you are determined to be totally and permanently disabled under the Company's long-term disability insurance plan in which you participate, or if you are unable to substantially perform the customary duties and responsibilities of your employment with the Company for a period of at least 120 days within any 180-day period by reason of a physical or mental incapacity."

2. Affirmation. This Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Yours truly,

FTI CONSULTING, INC.

/s/ CURTIS LU

Accepted and Agreed:

/s/ AJAY SABHERWAL
Ajay Sabherwal

Date: March 21, 2017

February 22, 2017

Mr. Paul Linton
Chief Strategy and Financial Officer
FTI Consulting, Inc.
1101 K Street NW
Washington, DC 20005

Dear Paul:

On July 15, 2014, you entered into an offer of employment letter (the "Employment Letter") with FTI Consulting, Inc. (the "Company"). The Company desires to amend certain terms of the Employment Letter (the "Amendment"), effective upon your execution and delivery of this Amendment to the Company, in consideration of the mutual covenants set forth in this Amendment and in the Employment Letter, as follows:

1. Paragraph 9 of the Employment Letter is hereby amended by adding new clause (d) to read in its entirety as follows:

"(d) Termination In the Event of Death or Disability. In addition to the Accrued Compensation, in the event that your employment is terminated due to your death or "Disability" (as hereafter defined); provided, that you (or your estate or representative (in the event of death) or your conservator or guardian (in the event of your disability)), execute and deliver a "Release" to the Company in accordance with Paragraph 9(c) of the Employment Letter, following the date of death or Disability you will be entitled to receive the following payments: (i) the unpaid amount, if any, of your previously earned and unpaid annual incentive bonus based on actual performance results for the applicable performance year, plus (ii) a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year, determined by multiplying (x) the amount of such annual incentive bonus (if any) which would be due and payable for the full performance year in which such termination occurred had such termination event not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through (and excluding) the date of termination, and the denominator of which is 365, which amount payable pursuant to clauses (i) and/or (ii) (if

any) shall be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of the Company. You will be deemed to be "Disabled" or to have a "Disability" if you are determined to be totally and permanently disabled under the Company's long-term disability insurance plan in which you participate, or if you are unable to substantially perform the customary duties and responsibilities of your employment with the Company for a period of at least 120 days within any 180-day period by reason of a physical or mental incapacity."

2. Affirmation. This Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Yours truly,

FTI CONSULTING, INC.

/s/ CURTIS LU

Accepted and Agreed:

/s/ PAUL LINTON

Paul Linton

Date: March 21, 2017

February 22, 2017

Mr. Curtis Lu
General Counsel
FTI Consulting, Inc.
1101 K Street NW
Washington, DC 20005

Dear Curtis:

On May 14, 2015, you entered into an offer of employment letter (the "Employment Letter") with FTI Consulting, Inc. (the "Company"). The Company desires to amend certain terms of the Employment Letter (the "Amendment"), effective upon your execution of this Amendment, in consideration of the mutual covenants set forth in this Amendment and in the Employment Letter, as follows:

1. Paragraph 9 of the Employment Letter is hereby amended by adding new clause (d) to read in its entirety as follows:

"(d) Termination In the Event of Death or Disability. In addition to the Accrued Compensation, in the event that your employment is terminated due to your death or "Disability" (as hereafter defined); provided, that you (or your estate or representative (in the event of death) or your conservator or guardian (in the event of your disability)), execute and deliver a "Release" to the Company in accordance with Paragraph 9(c) of the Employment Letter, following the date of death or Disability you will be entitled to receive the following payments: (i) the unpaid amount, if any, of your previously earned and unpaid annual incentive bonus based on actual performance results for the applicable performance year, plus (ii) a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year, determined by multiplying (x) the amount of such annual incentive bonus (if any) which would be due and payable for the full performance year in which such termination occurred had such termination event not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through (and excluding) the date of termination, and the denominator of which is 365, which amount payable pursuant to clauses (i) and/or (ii) (if

any) shall be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of the Company. You will be deemed to be "Disabled" or to have a "Disability" if you are determined to be totally and permanently disabled under the Company's long-term disability insurance plan in which you participate, or if you are unable to substantially perform the customary duties and responsibilities of your employment with the Company for a period of at least 120 days within any 180-day period by reason of a physical or mental incapacity."

2. Affirmation. This Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Yours truly,

FTI CONSULTING, INC.

/S/ STEVEN H. GUNBY

Accepted and Agreed:

/S/ CURTIS LU

Curtis Lu

Date: March 21, 2017

February 22, 2017

Ms. Holly Paul
Chief Human Resources Officer
FTI Consulting, Inc.
1101 K Street NW
Washington, DC 20005

Dear Holly:

On July 2, 2014, you entered into an offer of employment letter and amendment no. 1 to such offer of employment letter (collectively, the "Employment Letter") with FTI Consulting, Inc. (the "Company"). The Company desires to amend certain terms of the Employment Letter (the "Amendment"), effective upon your execution and delivery of this Amendment to the Company, in consideration of the mutual covenants set forth in this Amendment and in the Employment Letter, as follows:

1. Paragraph 8 of the Employment Letter is hereby amended by adding new clause (d) to read in its entirety as follows:

"(d) Termination In the Event of Death or Disability. In addition to the Accrued Compensation, in the event that your employment is terminated due to your death or "Disability" (as hereafter defined); provided, that you (or your estate or representative (in the event of death) or your conservator or guardian (in the event of your disability)), execute and deliver a "Release" to the Company in accordance with Paragraph 8(c) of the Employment Letter, following the date of death or Disability you will be entitled to receive the following payments: (i) the unpaid amount, if any, of your previously earned and unpaid annual incentive bonus based on actual performance results for the applicable performance year, plus (ii) a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year, determined by multiplying (x) the amount of such annual incentive bonus (if any) which would be due and payable for the full performance year in which such termination occurred had such termination event not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through (and excluding) the date of termination, and the denominator of which

is 365, which amount payable pursuant to clauses (i) and/or (ii) (if any) shall be paid in a lump sum in cash when annual incentive bonuses for such performance year are paid to other eligible senior executives of the Company. You will be deemed to be “Disabled” or to have a “Disability” if you are determined to be totally and permanently disabled under the Company’s long-term disability insurance plan in which you participate, or if you are unable to substantially perform the customary duties and responsibilities of your employment with the Company for a period of at least 120 days within any 180-day period by reason of a physical or mental incapacity.”

2. Affirmation. This Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this Amendment, all remaining provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
3. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Yours truly,

FTI CONSULTING, INC.

/S/ CURTIS LU

Accepted and Agreed:

/S/ HOLLY PAUL

Holly Paul

Date: March 21, 2017