
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): April 4, 2012

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.)

777 South Flagler Drive, Suite 1500, West Palm Beach, Florida 33401
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (561) 515-1900

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

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

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

Amendments to Employment Arrangements with Executive Chairman of the Board

On April 5, 2012, FTI Consulting, Inc. (“FTI Consulting”) entered into an amendment (the “Amendment”) to its employment agreement dated as of November 5, 2002, as previously amended from time to time (the “Employment Agreement”), with Jack B. Dunn, IV, FTI Consulting’s President and Chief Executive Officer, which was approved by the Compensation Committee of the Board of Directors of FTI Consulting on April 4, 2012.

The Amendment generally implements the following modifications to the Employment Agreement:

- Extension of Mr. Dunn’s full-time employment with FTI Consulting to and including December 31, 2015;
- Elimination of the tax “gross-up” obligation requiring FTI Consulting to indemnify Mr. Dunn for any excise taxes that may be imposed on Mr. Dunn by reason of the application of Sections 280G and 4999 of the Internal Revenue Code for payments and benefits that he may receive in connection with a change of control of FTI Consulting;
- Elimination of Mr. Dunn’s voluntary “walk-away” right during the 12-month period following a change of control of FTI Consulting, which would have allowed Mr. Dunn to voluntarily resign his employment during the 12-month protection period and collect the enhanced change of control severance benefits under the Employment Agreement; and
- Enhancement of the definition of “good reason” under the Employment Agreement generally to include (i) the assignment of duties materially and adversely inconsistent with Mr. Dunn’s position as chief executive officer of a U.S. public company (subject to the proviso that the assignment of additional duties of an executive chairman of the board of directors of a U.S. public company shall not constitute “good reason” and the subsequent appointment of another chief executive officer during Mr. Dunn’s employment term, whose appointment is approved in writing by Mr. Dunn, shall not constitute “good reason” if (A) Mr. Dunn serves as the executive chairman of the board of directors of FTI Consulting and (B) the chief executive officer reports directly to Mr. Dunn) and (ii) the material diminution in Mr. Dunn’s titles, duties, responsibilities or status, in each case, which will expressly include diminutions resulting from FTI Consulting ceasing to be a publicly traded company.

The Amendment also provides for the payment of a lump-sum cash payment of \$4.5 million to Mr. Dunn, payable within ten (10) business days following the date of the Amendment (the “Retention Award”). The Retention Award is subject to Mr. Dunn’s obligation to repay a pro rata portion of the Retention Award upon termination of Mr. Dunn’s employment (i) by FTI Consulting for “cause” or (ii) by Mr. Dunn without “good reason” (each, as defined in the Employment Agreement), in each case prior to the end of the five-year “transition period” (as defined in Section 2(b) of Mr. Dunn’s employment agreement).

The foregoing summary description is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits

(d) *Exhibits*

10.1 Amendment No. 6 dated as of April 5, 2012, to Employment Agreement dated as of November 5, 2002, as amended, by and between FTI Consulting, Inc. and Jack B. Dunn, IV.

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: April 10, 2012

By: /S/ ERIC B. MILLER

Eric B. Miller

Executive Vice President, General Counsel and Chief Risk Officer

AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of April 5, 2012, by and between FTI Consulting, Inc., a Maryland corporation ("**Company**"), and Jack B. Dunn, IV ("**Executive**").

WITNESSETH:

WHEREAS, Company and Executive entered into an Employment Agreement dated as of November 5, 2002 (the "**Employment Agreement**"), which was amended by Amendment No. 1 thereto dated as of September 24, 2004, Amendment No. 2 thereto dated as of August 11, 2008, Amendment No. 3 thereto dated as of December 31, 2008, Amendment No. 4 thereto dated as of June 2, 2010 and Amendment No. 5 thereto dated February 23, 2011 (collectively, the Employment Agreement and Amendments No. 1, No. 2, No. 3, No. 4 and No. 5 thereto, are referred to herein as the "**Agreement**"); and

WHEREAS, Company and Executive desire to further amend certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, Company and Executive hereby agree as follows:

1. **Retention Award**. Executive shall be entitled to receive a lump-sum cash payment in the amount of \$4,500,000 (the "**Retention Award**"), payable within ten (10) business days following the date hereof, subject to Executive's continued employment with the Company on the applicable date of payment. In the event that Executive's employment with Company terminates as a result of a termination by Company for "Cause" (as defined in Section 9(b) of the Agreement) or by Executive without "Good Reason" (as defined in Section 9(e) of the Agreement) at any time prior to December 31, 2020 (the end of the five-year transition period as defined in Section 2(b) of the Agreement), Executive shall be required to repay to Company, within thirty (30) days following the date of such termination, a pro rata portion of the Retention Award calculated by multiplying the total amount of the Retention Award by a fraction, the numerator of which is the number of calendar days remaining in the period from April 5, 2012 through December 31, 2020 following the date of such termination and the denominator of which is 3,190. The foregoing payment shall be subject to withholding for all federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

2. **Term of Employment**. Section 2(a) of the Agreement is hereby amended and restated in its entirety as follows:

"(a) **Employment Term**. Executive's full-time employment under this Agreement will begin as of November 5, 2002 (the "**Effective Date**") and will continue for a term to and including December 31, 2015 (the "**Employment Term**") or such earlier date as Executive's employment terminates under Section 9."

3. Good Reason Definition. Section 9(e) of the Agreement is hereby amended and restated in its entirety as follows:

“(e) Termination by Executive for Good Reason. Executive may resign for “**Good Reason**” if, without Executive’s prior written consent:

(i) Company assigns Executive duties materially and adversely inconsistent with Executive’s position as Chief Executive Officer of a U.S. public company (subject to the proviso that the assignment of additional duties of an executive chairman of the board of directors of a U.S. public company shall not constitute “Good Reason” and the subsequent appointment of another chief executive officer during the Employment Term, whose appointment is approved in writing by Executive, shall not constitute “Good Reason” if (A) Executive serves as the executive chairman of the board of directors of the Company and (B) the chief executive officer reports directly to Executive);

(ii) there occurs a material diminution in Executive’s titles, duties, responsibilities or status (which the parties acknowledge and agree shall occur if Company ceases to be a public company);

(iii) Company materially reduces Executive’s target annual bonus level for any year below the target for the preceding year, other than as a result of a decline in Company’s results of operations or other adverse event;

(iv) Company materially breaches a material provision of this Agreement; or

(v) Company changes Executive’s principal place of employment to a place other than West Palm Beach, Florida or such other location as may be mutually agreeable to Executive and Company.

Before resigning for Good Reason, Executive must specify in writing to Company the nature of the act or omission that Executive deems to constitute Good Reason and, if the situation can be cured, give Company at least 30 days after receipt of such notice to correct the situation (and thus prevent Executive’s resignation for Good Reason). Upon the effectiveness of any such termination for Good Reason, Executive’s obligations during the Transition Period shall commence pursuant to Section 3(b).”

4. Change of Control Severance. The introductory paragraph of Section 10(c) of the Agreement is hereby amended and restated in its entirety as follows:

“(c) On or After a Change of Control — Termination by Company Without Cause or by Executive for Good Reason. Executive will be entitled to receive the payments and benefits set forth in this Section 10(c), in lieu of the payments and benefits set forth in Section 10(b), if Executive’s employment is terminated during the Employment Term (1) by Executive for Good Reason coincident with or during the 24-month period after a Change of Control occurs, or (2) by Company without Cause coincident with or during the 24-month period after a Change of Control occurs.”

5. Section 280G Matters. Section 11 of the Agreement is hereby amended and restated in its entirety as follows:

“Section 11. Section 280G Matters. Notwithstanding any other provision of this Agreement to the contrary, in the event that any payment that is either received by Executive or paid by Company on Executive’s behalf or any property, or any other benefit provided to Executive under this Agreement or under any other plan, arrangement or agreement with Company or any other person whose payments or benefits are treated as contingent on a change of ownership or control of Company (or in the ownership of a substantial portion of the assets of Company) or any person affiliated with Company or such person (but only if such payment or other benefit is in connection with Executive’s employment by Company) (collectively the “**Company Payments**”), will be subject to the tax (the “**Excise Tax**”) imposed by Section 4999 of the Internal Revenue Code (and any similar tax that may hereafter be imposed by any taxing authority), then Executive will be entitled to receive either (i) the full amount of the Company Payments, or (ii) a portion of the Company Payments having a value equal to \$1 less than three (3) times Executive’s “base amount” (as such term is defined in Section 280G(b)(3)(A) of the Internal Revenue Code), whichever of clauses (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Section 4999 of the Internal Revenue Code, results in the receipt by Executive on an after-tax basis, of the greatest portion of the Company Payments. Any determination required under this Section 11 shall be made in writing by the independent registered public accounting firm of the Company (the “**Accountants**”), whose determination shall be conclusive and binding for all purposes upon the Company and Executive. For purposes of making any calculation required by this Section 11, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Internal Revenue Code. If there is a reduction of the Company Payments pursuant to this Section 11, such reduction shall occur in the

following order: (A) any cash severance payable by reference to Executive's Base Salary or annual bonus, (B) any other cash amount payable to Executive, (C) any employee benefit valued as a "parachute payment," and (D) acceleration of vesting of any outstanding equity award. For the avoidance of doubt, in the event that additional Company Payments are made to Executive after the application of the cutback in this Section 11, which additional Company Payments result in the cutback no longer being applicable, Company shall pay Executive an additional amount equal to the value of the Company Payments that were originally cutback. The Company shall determine at the end of each calendar year whether any such restoration is necessary based on additional Company Payments (if any) made during such calendar year, and shall pay such restoration within ninety (90) days following the last day of such calendar year. For the avoidance of doubt, in no event whatsoever shall Executive be entitled to a tax gross-up or other payment in respect of any Excise Tax, interest or penalties that may be imposed on the Company Payments by reason of the application of Section 280G or Section 4999 of the Internal Revenue Code."

6. 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.

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

8. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have signed this Amendment on the date first above written.

FTI CONSULTING, INC.

By: /S/ ERIC B. MILLER

Name: Eric B. Miller

Title: Executive Vice President, General Counsel and Chief
Risk Officer

EXECUTIVE

By: /S/ JACK B. DUNN, IV

Jack B. Dunn, IV