

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): September 25, 2024**

**FTI CONSULTING, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**001-14875**  
(Commission  
File No.)

**52-1261113**  
(I.R.S. Employer  
Identification No.)

**555 12th Street NW, Washington, D.C. 20004**  
(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 240.14a-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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	FCN	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**ITEM 5.02(e) Compensatory Arrangements of Certain Officers.**

As of September 30, 2024, FTI Consulting, Inc. (“FTI Consulting”) and Steven H. Gunby, President and Chief Executive Officer (“CEO”), entered into an Amendment No. 6 (the “Amendment”) to his Employment Agreement made and entered into as of December 13, 2013, as further amended from time to time (the “Employment Agreement”), which was approved by the Compensation Committee of the Board of Directors of FTI Consulting as of September 25, 2024. The Amendment extends the term of the Employment Agreement, which currently terminates on the close of business on April 1, 2025, for an additional term commencing on April 1, 2025 and terminating on the close of business on June 2, 2027 (the “Additional Term”). The Additional Term and each “Renewal Term” (as hereafter defined) will automatically be extended for an additional one-year period (each a “Renewal Term”), unless, (A) the Employment Agreement has been earlier terminated pursuant to its terms, or (B) (i) the CEO has given one hundred twenty (120) days’ prior written notice to FTI Consulting, or (ii) FTI Consulting has given ninety (90) days’ prior written notice to the CEO, of his or its intention not to extend the Employment Agreement for the applicable Renewal Term.

**ITEM 9.01. Financial Statements and Exhibits**

(d) *Exhibits*

10.1 [Amendment No. 6 dated as of September 30, 2024 to Employment Agreement made and entered into as of December 13, 2013, by and between FTI Consulting, Inc. and Steven H. Gunby.](#)

104 The Cover Page from FTI Consulting’s Current Report on Form 8-K dated September 25, 2024, formatted in Inline XBRL.

**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: October 1, 2024

By: /s/ CURTIS P. LU

Name: Curtis P. Lu

Title: General Counsel

**AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT NO. 6 TO EMPLOYMENT AGREEMENT made and entered into as of September 30, 2024 (this "Amendment No. 6") to that EMPLOYMENT AGREEMENT made and entered into as of December 13, 2013 (the "Initial Agreement"), as further amended from time to time (collectively, the "Agreement"), by and between FTI Consulting, Inc., a Maryland corporation with its principal Maryland office in Bowie, Maryland (the "Company"), and Steven Gunby (the "Executive," and together with the Company, the "Parties").

**W I T N E S S E T H:**

WHEREAS, the Parties entered into the Initial Agreement providing for an employment term beginning January 20, 2014 and ending on the close of business on April 1, 2017; and

WHEREAS, the Parties entered into Amendment No. 1 to the Initial Agreement as of December 5, 2016 ("Amendment No. 1") providing for the extension of the Initial Term from April 1, 2017 and ending on the close of business on April 1, 2020 (the "First Additional Term"); and

WHEREAS, the Parties entered into Amendment No. 5 to the Initial Agreement as of December 9, 2020 providing for the extension of the First Additional Term from April 1, 2020 and ending on the close of business on April 1, 2025 (the "Second Additional Term," and together with the Initial Term, the First Additional Term and the "Third Additional Term" (as hereafter defined), the "Term"); and

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment No. 6 and in the Agreement, the Company and the Executive mutually agree as follows:

1. Extension of Employment Term. Section 2 of the Agreement is hereby amended and restated in its entirety to read as follows:

Employment Term. The Executive's Term of full-time employment under the Agreement shall be extended, unless otherwise terminated as provided pursuant to this SECTION 1 or SECTION 10 of the Agreement, effective on the close of business on April 1, 2025 and ending on the close of business on June 2, 2027 (the "Third Additional Term"). Effective at the close of business on June 2, 2027, and each annual anniversary thereof, if not otherwise terminated as provided in this SECTION 1 or SECTION 10, the Third Additional Term and each "Renewal Term" (as hereafter defined) will automatically be extended for an additional one-year period (each a "Renewal Term"), unless the Executive has given one hundred twenty (120) days' prior written notice to the Company, or the Company has given ninety (90) days' prior written notice to the Executive, of his or its intention not to extend the Agreement for the applicable Renewal Term (a "Notice of Non-Renewal"). The Term and each Renewal Term that becomes effective hereunder, are collectively referred to in the Agreement as the "Employment Term,"

2. Affirmation. This Amendment No. 6 is to be read and construed with the Agreement as constituting one and the same agreement. Except as specifically modified by this Amendment No. 6, all remaining provisions, terms and conditions of the Agreement shall remain in full force and effect.

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

4. Counterparts. This Amendment No. 6 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 No. 6 on the date first above written.

FTI CONSULTING, INC.

By: /s/ Curtis P. Lu  
Name: Curtis P. Lu  
Title: General Counsel

EXECUTIVE

By: /s/ Steven H. Gunby  
Name: Steven H. Gunby  
Title: President and Chief Executive Officer