
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 6, 2019

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.)

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))

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. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(c) Election of Brendan Keating as Chief Accounting Officer and Controller

On March 6, 2019, the Board of Directors (the “Board”) of FTI Consulting, Inc. (the “Company”) elected Brendan Keating, age 55, as Chief Accounting Officer and Controller of the Company effective as of March 18, 2019 (the “CAO Effective Date”). Mr. Keating will be responsible for oversight and management of the accounting operations, control processes and financial systems globally of the Company and its affiliates, including the public reporting obligations of the Company under the rules and regulations of the Securities and Exchange Commission, reporting to the Company’s Chief Financial Officer. Mr. Keating has held the position of Vice President and Assistant Controller of the Company since September 2011.

There were no understandings or arrangements between Mr. Keating and any other person pursuant to which he was elected as an officer of the Company. There are no family relationships between Mr. Keating and any other officer or director of the Company. Mr. Keating, his family members and affiliates have had no direct or indirect pecuniary interests in any transactions to which the Company or any affiliate is or was a party.

(e) Compensatory Arrangements with Brendan Keating

Mr. Keating and the Company have entered into a written Offer Letter dated as of March 1, 2019 (the “CAO Employment Letter”), pursuant to which Mr. Keating will commence his position as Chief Accounting Officer and Controller of the Company as of the CAO Effective Date. Mr. Keating is an at-will employee of the Company. Pursuant to the CAO Employment Letter, Mr. Keating will receive an annual base salary of \$400,000 starting March 18, 2019. Mr. Keating will participate in the discretionary incentive compensation plan with a bonus opportunity of up to 50% of his annual base salary. Mr. Keating will receive an equity award for 7,500 shares of restricted stock, subject to pro rata vesting on the first through fifth anniversary dates of the date of grant and forfeiture and accelerated vesting conditions consistent with the Company’s general form of restricted stock award agreement. Upon termination by the Company without “cause,” Mr. Keating will be eligible to receive a lump sum payment equal to 12-months of annual base salary for the year of termination.

The foregoing summary of the CAO Employment Letter does not purport to be complete and is subject to and is qualified in its entirety by reference to the full text of the CAO Employment Letter, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

ITEM 7.01. Regulation FD Disclosure

On March 7, 2019, the Company issued the Press Release announcing the events described under Item 5.02 of this Current Report on Form 8-K, which is attached as Exhibit 99.1 hereto and is hereby incorporated by reference herein.

ITEM 9.01. Financial Statements and Exhibits

(d) *Exhibits.*

10.1 [Offer Letter dated as of March 1, 2019, by and between FTI Consulting, Inc. and Brendan Keating](#)

99.1 [Press Release dated March 7, 2019 of FTI Consulting, Inc.](#)

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.

Dated: March 7, 2019

FTI CONSULTING, INC.

By: /s/ CURTIS LU

Curtis Lu

General Counsel



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March 1, 2019

Brendan Keating
8251 Greensboro Drive
McLean, Virginia 22102

Re: Chief Accounting Office and Controller

Dear Brendan,

FTI Consulting Inc. (the "Company") is pleased to offer you the position of Chief Accounting Officer and Controller ("CAO") of the Company effective March 18, 2019 (the "Effective Date"). In this role, you will report directly to Ajay Sabherwal.

You will continue to be classified as a Full-time, Exempt, Regular employee at an annualized base salary rate of \$400,000, which will be paid in bi-weekly increments of \$15,384.61, minus taxes and withholdings. You will also be awarded 7,500 shares of restricted stock of FTI Consulting that will vest one-fifth on each of the first five anniversaries of the date of the grant. The date of grant shall be the later of (i) the date of approval by the Compensation Committee or (ii) the date you commence employment in the position of CAO.

You will remain eligible to participate in the FTI Discretionary Incentive Plan with a bonus target of 50% of base salary per annum. At the absolute discretion of FTI, any discretionary bonus, if awarded, will be paid in March of the year following the bonus year to which it relates, based on individual and company performance during the prior calendar year and provided you are an employee in good standing on the date the bonus is paid. Participation in or payments under the FTI Discretionary Incentive Plan for any year will not confer on you any right to participate or to be paid in the following year or any subsequent years.

In the event your employment is terminated without cause, you will be entitled to a lump sum payment equal to 12 months of annual base salary based on your then current base salary for the year of termination.

This offer letter is contingent upon all necessary approvals from FTI's Board of Directors and Compensation Committee.

It is understood that the nature of this employment relationship is "at-will". Employment may be terminated by either party for any reason at any time, with or without cause.

Section 409A Compliance.

(a) General. If you notify the Company (with specificity as to the reason therefor) that you believe that any provision of this Offer Letter (or of any award of compensation or benefits) would cause you to incur any additional tax or interest under Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and the Company concurs with such belief or the Company (without any obligation whatsoever to do so)

independently makes such determination, the Company shall, with the consent of Employee, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Employee and the Company of the applicable provision without violating the provisions of Code Section 409A.

(b) Separation from Service; Specified Employee; Six-Month Delay. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Offer Letter providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Offer Letter, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Employee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Employee and (ii) the date of Employee's death. Upon the expiration of such six-month delay period, all payments and benefits delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Employee in a lump sum, and any remaining payments and benefits due under this Offer Letter shall be paid or provided in accordance with the normal payment dates specified for them herein.

This Offer Letter supersedes and replaces the Offer Letter dated August 22, 2011 between you and the Company, which shall be of no force and effect as of the Effective Date. For the avoidance of doubt, all terms and conditions of employment set forth in the Terms of Employment executed by you on August 22, 2011 (the "Terms of Employment") will remain in full force and effect.

This Offer Letter together with the Terms of Employment contains the entire agreement of the parties. It may not be changed orally, but only with an agreement in writing signed by all parties hereto.

This Offer Letter shall be governed by the laws of the State of Maryland (without regard to conflict of laws provisions).



Please indicate your acceptance of this offer by signing below and returning to Diane Shields.

FTI CONSULTING, INC.

By: /s/ Holly Paul

Holly Paul

Chief Human Resources Officer

Employee: /s/ Brendan J. Keating

Date: March 1, 2019



**FTI Consulting, Inc.**

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FTI Consulting Announces Appointment of Brendan Keating as Chief Accounting Officer and Controller

Washington, D.C., March 7, 2019 — FTI Consulting, Inc. (NYSE: FCN) today announced that Brendan Keating, who has served as the Company's Vice President and Assistant Controller since September 2011, is being promoted to Chief Accounting Officer and Controller, effective March 18, 2019. Mr. Keating will lead the Company's accounting operations, financial reporting, control processes and financial systems globally and will report to Chief Financial Officer Ajay Sabherwal.

Mr. Keating has over 30 years of experience in the finance and accounting fields, including Securities and Exchange Commission ("SEC") reporting, accounting policy, corporate accounting, consolidation, internal controls and compliance. Prior to joining FTI Consulting in 2011, Mr. Keating served as a Senior Vice President of Accounting Policy and Reporting at Discovery Communications from 2008 to 2011, where he led its SEC registration and the implementation of internal controls over financial reporting to become compliant with the Sarbanes-Oxley Act of 2002. Previous experience includes serving as Vice President and Assistant Controller of The AES Corporation; Senior Vice President and Chief Accounting Officer of MeriStar Hospitality Corporation; and Controller of Qwest Communications' joint venture with KPN Telecom, where he led the SEC registration and established a pan-European shared service center supporting the business in 15 countries.

Commenting on his appointment, Mr. Keating said, "I am very excited to have the opportunity to lead FTI Consulting's accounting organization. I look forward to leveraging my extensive experience in accounting policy, public reporting and compliance and collaborating with my colleagues around the world to further enhance our capabilities as we continue to support our global clientele on their most complex and significant matters."

About FTI Consulting

FTI Consulting, Inc. is a global business advisory firm dedicated to helping organizations manage change, mitigate risk and resolve disputes: financial, legal, operational, political & regulatory, reputational and transactional. With more than 4,700 employees located in 28 countries, FTI Consulting professionals work closely with clients to anticipate, illuminate and overcome complex business challenges and make the most of opportunities. The Company generated \$2.03 billion in revenues during fiscal year 2018. For more information, visit www.fticonsulting.com and connect with us on [Twitter \(@FTIConsulting\)](https://twitter.com/FTIConsulting), [Facebook](https://www.facebook.com/FTIConsulting) and [LinkedIn](https://www.linkedin.com/company/fticonsulting).