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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): February 28, 2019**

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**FTI CONSULTING, INC.**  
(Exact Name of Registrant as Specified in Charter)

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**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)

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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.

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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 amendments as of February 28, 2019 (individually an “Officer Amendment,” and collectively, the “Officer 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 as of July 5, 2016, July 15, 2014, May 14, 2015 and July 15, 2014, respectively, in each case as previously amended (each an “Officer Employment Letter,” and collectively, the “Officer Employment Letters”). Each Officer Amendment provides that upon termination of the applicable officer by FTI Consulting without “cause,” upon termination by the applicable officer with “good reason,” or upon “disability” (each as defined in the applicable Officer Amendment), or upon death, such officer, in addition to other payments provided for in his or her applicable Officer Employment Letter, will be eligible to receive pro-rata annual incentive pay for the year of termination in the amounts determined as follows:

- based on actual performance of operating financial performance metric(s) (“Operating AIP”) established for the year of termination (with no exercise of negative discretion) determined by multiplying (x) the full incentive pay that would have been payable based on the actual achievement of Operating AIP (if any) for the year of termination had such termination not occurred, by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through the date of termination, and the denominator of which is 365, which amount (if any) will be paid in cash in a lump sum when such annual incentive bonus is paid to other executives of FTI Consulting, plus
- based on such officer’s individual performance (if an applicable performance metric) (“Individual Performance AIP”), determined by multiplying (x) the amount of Individual Performance AIP (if any) awarded and paid in the year prior to the year of termination by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through the date of termination, and the denominator of which is 365, which amount (if any) will be paid in cash in a lump sum within two and one-half months following the effective date of such officer’s termination.

FTI Consulting also entered into an amendment as of February 28, 2019 (the “CEO Amendment,” and together with the Officers Amendments, the “Amendments”) amending the employment agreement dated as of December 13, 2013 with Steven H. Gunby (the “CEO”), as previously amended (the “CEO Employment Agreement”), to provide that upon termination by FTI Consulting without “cause,” termination by the CEO’s with “good reason,” or upon “disability” (each as defined in the CEO Employment Agreement), or upon death, the CEO, in addition to other payments provided for in the CEO Employment Agreement, will be eligible to receive additional annual incentive pay in the amount determined as follows:

- pro-rata annual incentive pay for the year of termination based on the CEO’s individual performance (if an applicable performance metric) (“CEO Performance AIP”), determined by multiplying (x) the amount of CEO Performance AIP (if any) awarded and paid in the year prior to the year of termination by (y) a fraction, the numerator of which is the number of days from the beginning of the performance year through the date of termination, and the denominator of which is 365, which amount (if any) shall be paid in cash in a lump sum within two and one-half months following the effective date of the CEO’s termination.

The CEO Amendment also amends the CEO Employment Agreement to provide that upon termination by FTI Consulting without cause, or termination by the CEO with good reason, the CEO will be eligible to receive a lump sum cash payment in an amount equal to 2.0 times the sum of the CEO’s base annual salary and Target Bonus (as defined in Section 5 of the CEO Employment Agreement).

The above descriptions of the Amendments are qualified in their entirety by the full text of each applicable Amendment. The CEO Amendment has been filed with this Current Report on Form 8-K as Exhibit 10.1 hereto and is hereby incorporated herein by reference. The Officer Amendments have been filed with this Current Report on Form 8-K as Exhibits 10.2 through 10.5 hereto and are hereby incorporated herein by reference.

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**ITEM 9.01. Financial Statements and Exhibits**

(d) *Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 4 effective as of February 28, 2019 to Employment Agreement dated as of December 13, 2013, as amended, by and between FTI Consulting, Inc. and Steven H. Gunby</u></a>
10.2	<a href="#"><u>Amendment No. 2 effective as of February 28, 2019 to Offer of Employment Letter dated as of July 5, 2016, as amended, by and between FTI Consulting, Inc. and Ajay Sabherwal</u></a>
10.3	<a href="#"><u>Amendment No. 2 effective as of February 28, 2019 to Offer of Employment Letter dated July 15, 2014, as amended, by and between FTI Consulting, Inc. and Paul Linton</u></a>
10.4	<a href="#"><u>Amendment No. 2 effective as of February 28, 2019 to Employment Letter dated May 14, 2015, as amended, by and between FTI Consulting, Inc. and Curtis Lu</u></a>
10.5	<a href="#"><u>Amendment No. 3 effective as of February 28, 2019 to Offer of Employment Letter dated July 15, 2014, as amended, by and between FTI Consulting, Inc. and Holly Paul</u></a>

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**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 4, 2019

By: /s/ CURTIS LU

Curtis Lu  
General Counsel

AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT made and entered into as of February 28, 2019 (the "Amendment No. 4") to that EMPLOYMENT AGREEMENT made and entered into as of December 13, 2013 (the "Employment Agreement"), by and between FTI Consulting, Inc., a Maryland corporation (the "Company"), and Steven H. Gunby (the "Executive" and together with the Company, the "Parties"), as amended by Amendment No. 1 to the Employment Agreement dated as of December 2, 2016 ("Amendment No. 1"), Amendment No. 2 to the Agreement dated as of March 21, 2017 ("Amendment No. 2," and Amendment No. 3 to the Agreement dated as of March 16, 2018 ("Amendment No. 3," and together with the Employment Agreement and Amendment No. 1, Amendment No. 2 and Amendment No.3, the "Agreement").

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 No. 4 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 and restated to read in its entirety as follows:

"Termination for any Reason. If Executive's employment is terminated (A) for any reason by either party, the Company will promptly pay or provide to Executive: (i) the unpaid amount, if any, of Executive's Base Salary through the date of termination, (ii) the amount of any unreimbursed business expenses incurred through the date of termination that are payable in accordance with SECTION 7(b), (iii) any additional vested benefits, if any, to which Executive is entitled under the terms of any the Company employee pension or welfare benefit plan in which Executive was a participant (the amounts specified in clauses (i) through (iii) collectively, "Accrued Compensation"), and (iv) the unpaid amount, if any, of Executive's previously earned and unpaid annual cash incentive bonus and (B) for death or Disability of Executive (i) a pro-rated annual incentive bonus for the performance year of termination based on actual performance results for such performance year in respect of the applicable objective financial performance goals, if any, established for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (x) the amount of such annual incentive bonus, if any, which

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Amendment No. 4 to CEO Employment Agreement

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would be due and payable in respect of the achievement of the applicable objective financial performance goals 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, which is no later than March 15<sup>th</sup> of the calendar year following the applicable performance year (the “Pro-rated Annual Incentive Bonus”) and (ii) without duplication of any amount payable in respect of the immediately preceding clause (i), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to individual performance goals, if applicable (“Individual Performance AIP”), and the amount awarded and paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year in which such termination occurred, determined by multiplying the (x) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, 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 within two and one-half months following the effective date of such termination (the “Pro-rated Individual Performance Bonus”). The impact of a termination on any stock incentive award shall be governed by the terms and conditions of the applicable award agreement and stock plan. Executive agrees that any amounts beyond the Accrued Compensation are subject to SECTION 11(c). Additionally, Executive agrees that if he breaches the restrictive covenants set forth in SECTION 13, the Company may cease paying Executive amounts otherwise payable under this SECTION 11(a) to the extent allowed by applicable law and will retain its rights to enforce the restrictive covenants and to seek any other remedies available at law or in equity.”

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Amendment No. 4 to CEO Employment Agreement

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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 deleted and replaced by new Section 11(b) to read in its entirety as follows:

“(b) Termination by the Company Without Cause or by Executive for Good Reason. In addition to the payments and benefits set forth in SECTION 11(a) above, if the Company terminates Executive’s employment without Cause or Executive resigns for Good Reason, then subject to SECTIONS 11(c) and 22 and Executive’s continued compliance with SECTION 13, Executive will also be entitled to receive the following payments and benefits:

(i) an amount equal to 2.0 times the sum of Executive’s Base Salary and Target Bonus (as defined in Section 5 of the Agreement), to be paid in a cash lump sum within 15 days of the date the Release (as defined below) becomes effective and irrevocable;

(ii) any earned but unpaid annual incentive bonus, if any, with respect to the completed year prior to the year of Executive’s termination of employment, which amount (if any) shall be paid in a lump sum in cash when such annual incentive bonus is paid to other executives of the Company;

(iii) any Pro-rated Annual Incentive Bonus;

(iv) full and immediate vesting of the Sign-On Award upon the date the Release becomes effective and irrevocable;

(v) continuing group health and group life insurance coverage for Executive and, where applicable, Executive’s eligible dependents, at the same benefit levels in effect from time to time with respect to active senior executives of the Company for 18 months after such termination; provided that the cost of such coverage shall be split between the Company and Executive in the same ratio as the cost-sharing in effect under the Company’s policies and procedures for the Company’s executives at that time; provided further that the foregoing obligation to pay such costs shall cease to the extent the Company is exposed to tax penalties; and

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(vi) any Pro-rated Individual Performance Bonus.

Executive agrees that if he breaches the restrictive covenants set forth in SECTION 13, the Company may cease paying Executive amounts otherwise payable under this SECTION 11(b) and will retain its rights to enforce the restrictive covenants and to seek any other remedies available at law.”

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.

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

FTI CONSULTING, INC.

By: /S/ HOLLY PAUL

Name: Holly Paul

Title: CHRO

/S/ STEVEN H. GUNBY

Steven H. Gunby

President and Chief Executive Officer

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Amendment No. 4 to CEO Employment Agreement



555 12<sup>th</sup> Street NW  
Washington, DC 20004

February 28, 2019

Ajay Sabherwal  
Chief Financial Officer  
FTI Consulting, Inc.  
555 12<sup>th</sup> Street NW  
Washington, DC 20004

Dear Ajay:

On July 9, 2016, you entered into an offer of employment letter dated as of July 5, 2016 with FTI Consulting, Inc. (the “Company”), as amended by Amendment No. 1 thereto dated as of February 22, 2017, which you entered into on March 21, 2017 (collectively, the “Employment Letter”). You and the Company desire to amend certain terms of the Employment Letter through this amendment (this “2019 Amendment”), effective as of the date first written, in consideration of the mutual covenants set forth in this 2019 Amendment and in the Employment Letter, as follows:

1. Paragraph 9(b) of the Employment Letter is hereby deleted and restated to read in its entirety as follows:

- “(b) Termination by the Company Without Cause or by Employee for Good Reason. In the event that the Company terminates Employee’s employment without “Cause” (as hereafter defined) or Employee terminates for “Good Reason” (as hereafter defined) and provided, that you execute and deliver a “Release” to the Company in accordance with Paragraph 9(c) of the Employment Letter, Employee will be entitled to receive the following payments and benefits:
- i. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. continued payment of Employee’s Base Salary for the salary continuation period specified below (the “Salary Continuation Period”); provided that such amount shall be increased to one times the sum of Employee’s (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company’s 2017 Omnibus Incentive Compensation Plan or successor plan as in effect on the effective date of termination);

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2019 CFO Amendment to Employment Letter

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- iii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iv. pro-rated annual incentive pay for the performance year of termination based on actual performance for such performance year in respect of applicable objective financial performance goals, if any (“Operating AIP”), established for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year;
  - v. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to individual performance goals, if applicable (“Individual Performance AIP”), if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination; and
  - vi. continuing group health and group life insurance coverage for Employee and, where applicable, Employee’s spouse and eligible dependents (“Benefit Continuation Coverage”) during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee’s spouse and eligible dependents, on an after-tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its

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obligations under this Section 9(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").

For purposes hereof, Good Reason shall mean:

1. material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
2. a material reduction in Employee's Base Salary;
3. a required relocation of Employee's principal office by more than 50 miles from his office location in Washington, D.C.; or
4. any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee;

provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

For Purposes hereof, the following events constitute Cause:

If Employee

1. is convicted of or pleads nolo contendere to a felony;
2. commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
3. engages in any act or omission which is in material violation of any material policy of the Company;
4. engages in willful material misconduct or gross negligence in connection with the performance of his duties;
5. substantially fails to perform his material duties after written request for such performance from the Board;

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6. continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or
  7. engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.
2. Paragraph 9(d) of the Employment Letter is hereby deleted and amended and restated to read in its entirety as follows:
    - (d) Termination In the Event of Death or Disability. 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. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
      - ii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
      - iii. pro-rated annual incentive pay for the performance year of termination based on actual performance of Operating AIP for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year; and

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2019 CFO Amendment to Employment Letter

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- iv. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to Individual Performance AIP, if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination.

For purposes hereof, 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.”

3. Affirmation. This 2019 Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this 2019 Amendment, all provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
4. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
5. Counterparts. This 2019 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.

By: /S/ HOLLY PAUL  
Name: HOLLY Paul  
Title: CHRO

Accepted and Agreed:

/S/ AJAY SABHERWAL  
Name: Ajay Sabherwal  
Title: Chief Financial Officer

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2019 CFO Amendment to Employment Letter



555 12<sup>th</sup> Street NW  
Washington, DC 20004

February 28, 2019

Paul Linton  
Chief Strategy and Transformation Officer  
FTI Consulting, Inc.  
555 12<sup>th</sup> Street NW  
Washington, DC 20004

Dear Paul:

On July 29, 2014, you entered into an offer of employment letter dated as of July 14, 2014 with FTI Consulting, Inc. (the “Company”), as amended by Amendment No. 1 thereto dated as of February 22, 2017, which you entered into on March 21, 2017 (collectively, the “Employment Letter”). You and the Company desire to amend certain terms of the Employment Letter through this amendment (this “2019 Amendment”), effective as of the date first written, in consideration of the mutual covenants set forth in this 2019 Amendment and in the Employment Letter, as follows:

1. Paragraph 9(b) of the Employment Letter is hereby deleted and restated to read in its entirety as follows:

- “(b) Termination by the Company Without Cause or by Employee for Good Reason. In the event that the Company terminates Employee’s employment without “Cause” (as hereafter defined) or Employee terminates for “Good Reason” (as hereafter defined) and provided, that you execute and deliver a “Release” to the Company in accordance with Paragraph 9(c) of the Employment Letter, Employee will be entitled to receive the following payments and benefits:
- i. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. continued payment of Employee’s Base Salary for the salary continuation period specified below (the “Salary Continuation Period”); provided that such amount shall be increased to one times the sum of Employee’s (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company’s 2017 Omnibus Incentive Compensation Plan or successor plan as in effect on the effective date of termination);

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- iii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iv. pro-rated annual incentive pay for the performance year of termination based on actual performance for such performance year in respect of applicable objective financial performance goals, if any (“Operating AIP”), established for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year;
  - v. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to individual performance goals, if applicable (“Individual Performance AIP”), if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination; and
  - vi. continuing group health and group life insurance coverage for Employee and, where applicable, Employee’s spouse and eligible dependents (“Benefit Continuation Coverage”) during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee’s spouse and eligible dependents, on an after-tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its

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obligations under this Section 9(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").

For purposes hereof, Good Reason shall mean:

1. material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
2. a material reduction in Employee's Base Salary;
3. a required relocation of Employee's principal office by more than 50 miles from his office location in Washington, D.C.; or
4. any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee;

provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

For Purposes hereof, the following events constitute Cause:

If Employee

1. is convicted of or pleads nolo contendere to a felony;
2. commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
3. engages in any act or omission which is in material violation of any material policy of the Company;
4. engages in willful material misconduct or gross negligence in connection with the performance of his duties;
5. substantially fails to perform his material duties after written request for such performance from the Board;

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6. continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or
  7. engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.
2. Paragraph 9(d) of the Employment Letter is hereby deleted and amended and restated to read in its entirety as follows:
- "(d) Termination In the Event of Death or Disability. 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. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iii. pro-rated annual incentive pay for the performance year of termination based on actual performance of Operating AIP for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year; and

EXECUTION VERSION  
2019 CSTO Amendment to Employment Letter

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- iv. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to Individual Performance AIP, if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination.

For purposes hereof, 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.”

3. Affirmation. This 2019 Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this 2019 Amendment, all provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
4. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
5. Counterparts. This 2019 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.

By: /s/ HOLLY PAUL  
Name: HOLLY Paul  
Title: CHRO

Accepted and Agreed:

/s/ PAUL LINTON  
Name: Paul Linton  
Title: Chief Strategy and Transformation Officer

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2019 CSTO Amendment to Employment Letter



555 12<sup>th</sup> Street NW  
Washington, DC 20004

February 28, 2019

Curtis Lu  
General Counsel  
FTI Consulting, Inc.  
555 12<sup>th</sup> Street NW  
Washington, DC 20004

Dear Curtis:

On May 19, 2015, you entered into an offer of employment letter dated as of May 14, 2015 with FTI Consulting, Inc. (the “Company”), as amended by Amendment No. 1 thereto dated as of February 22, 2017, which you entered into on March 21, 2017 (collectively, the “Employment Letter”).

You and the Company desire to amend certain terms of the Employment Letter through this amendment (this “2019 Amendment”), effective as of the date first written, in consideration of the mutual covenants set forth in this 2019 Amendment and in the Employment Letter, as follows:

1. Paragraph 9(b) of the Employment Letter is hereby deleted and restated to read in its entirety as follows:
  - “(b) Termination by the Company Without Cause or by Employee for Good Reason. In the event that the Company terminates Employee’s employment without “Cause” (as hereafter defined) or Employee terminates for “Good Reason” (as hereafter defined) and provided, that you execute and deliver a “Release” to the Company in accordance with Paragraph 9(c) of the Employment Letter, Employee will be entitled to receive the following payments and benefits:
    - i. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
    - ii. continued payment of Employee’s Base Salary for the salary continuation period specified below (the “Salary Continuation Period”); provided that such amount shall be increased to one times the sum of Employee’s (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company’s 2017 Omnibus Incentive Compensation Plan or successor plan as in effect on the effective date of termination);

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2019 Amendment to GC Employment Letter

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- iii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iv. pro-rated annual incentive pay for the performance year of termination based on actual performance for such performance year in respect of applicable objective financial performance goals, if any (“Operating AIP”), established for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year;
  - v. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to individual performance goals, if applicable (“Individual Performance AIP”), if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination; and
  - vi. continuing group health and group life insurance coverage for Employee and, where applicable, Employee’s spouse and eligible dependents (“Benefit Continuation Coverage”) during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee’s spouse and eligible dependents, on an after-tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its

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obligations under this Section 9(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").

For purposes hereof, Good Reason shall mean:

1. material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
2. a material reduction in Employee's Base Salary;
3. a required relocation of Employee's principal office by more than 50 miles from his office location in Washington, D.C.; or
4. any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee;

provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

For Purposes hereof, the following events constitute Cause:

If Employee

1. is convicted of or pleads nolo contendere to a felony;
2. commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
3. engages in any act or omission which is in material violation of any material policy of the Company;
4. engages in willful material misconduct or gross negligence in connection with the performance of his duties;
5. substantially fails to perform his material duties after written request for such performance from the Board;

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6. continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or
  7. engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.
2. Paragraph 9(d) of the Employment Letter is hereby deleted and amended and restated to read in its entirety as follows:
- "(d) Termination In the Event of Death or Disability. 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. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iii. pro-rated annual incentive pay for the performance year of termination based on actual performance of Operating AIP for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year; and

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2019 Amendment to GC Employment Letter

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- iv. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to Individual Performance AIP, if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination.

For purposes hereof, 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.”

3. Affirmation. This 2019 Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this 2019 Amendment, all provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
4. Defined Terms. All terms not herein defined shall have the meanings ascribed to them in the Employment Letter.
5. Counterparts. This 2019 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.

By: /s/ HOLLY PAUL  
Name: Holly Paul  
Title: CHRO

Accepted and Agreed:

/s/ CURTIS P. LU  
Name: Curtis P. Lu  
Title: General Counsel

EXECUTION VERSION  
2019 Amendment to GC Employment Letter



555 12<sup>th</sup> Street NW  
Washington, DC 20004

February 28, 2019

Holly Paul  
Chief Human Resources Officer  
FTI Consulting, Inc.  
555 12<sup>th</sup> Street NW  
Washington, DC 20004

Dear Holly:

On July 8, 2014, you entered into an offer of employment letter dated as of July 2, 2014 with FTI Consulting, Inc. (the “Company”), as amended by Amendment No. 1 thereto, which you entered into on July 27, 2014, and Amendment No. 2 thereto dated as of February 22, 2017, which you entered into on March 21, 2017 (collectively, the “Employment Letter”). You and the Company desire to amend certain terms of the Employment Letter through this amendment (this “2019 Amendment”), effective as of the date first written, in consideration of the mutual covenants set forth in this 2019 Amendment and in the Employment Letter, as follows:

1. Paragraph 9(b) of the Employment Letter is hereby deleted and restated to read in its entirety as follows:

- “(b) Termination by the Company Without Cause or by Employee for Good Reason. In the event that the Company terminates Employee’s employment without “Cause” (as hereafter defined) or Employee terminates for “Good Reason” (as hereafter defined) and provided, that you execute and deliver a “Release” to the Company in accordance with Paragraph 9(c) of the Employment Letter, Employee will be entitled to receive the following payments and benefits:
- i. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. continued payment of Employee’s Base Salary for the salary continuation period specified below (the “Salary Continuation Period”); provided that such amount shall be increased to one times the sum of Employee’s (i) Base Salary plus (ii) Target bonus for the year of termination if such termination occurs during the 18-month period after a Change in Control (as defined in the Company’s 2017 Omnibus Incentive Compensation Plan or successor plan as in effect on the effective date of termination);

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2019 Amendment to CHRO Employment Letter

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- iii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iv. pro-rated annual incentive pay for the performance year of termination based on actual performance for such performance year in respect of applicable objective financial performance goals, if any (“Operating AIP”), established for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year;
  - v. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to individual performance goals, if applicable (“Individual Performance AIP”), if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination; and
  - vi. continuing group health and group life insurance coverage for Employee and, where applicable, Employee’s spouse and eligible dependents (“Benefit Continuation Coverage”) during the Salary Continuation Period at the same benefit and contribution levels in effect from time to time with respect to active similarly situated employees of Company or FTI. If and to the extent such Benefit Continuation Coverage is not permitted by the applicable plan or by applicable law, Employee will instead be entitled to cash payments sufficient to reimburse Employee and/or Employee’s spouse and eligible dependents, on an after-tax basis, for the actual cost of comparable individual or other replacement coverage through the end of the Salary Continuation Period. The group health portion of Benefit Continuation Coverage will be in addition to and not in lieu of COBRA continuation coverage. The Company may modify its

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obligations under this Section 9(b) to the extent reasonably necessary to avoid any penalty or excise taxes imposed on it in connection with the continued payment of premiums by the Company under the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA").

For purposes hereof, Good Reason shall mean:

1. material adverse change in Employee's title, duties or responsibilities (including reporting responsibilities);
2. a material reduction in Employee's Base Salary;
3. a required relocation of Employee's principal office by more than 50 miles from his office location in Washington, D.C.; or
4. any failure to assign to a successor to the business and substantially all assets of the Company, and of such successor to assume, the obligations of the Company under all applicable plans and agreements with Employee;

provided that Good Reason shall not exist unless and until Employee provides the Company with written notice thereof within ninety (90) days of the date Employee knows or should have known about the initial occurrence of such event, the Company fails to cure such acts within thirty (30) days of receipt of such notice and Employee terminates employment within thirty (30) days following the expiration of such cure period, otherwise grounds for Good Reason on account of such occurrence shall lapse.

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2. commits fraud with respect to, or misappropriates any funds or property of, the Company or any affiliate, customer or client of the Company;
3. engages in any act or omission which is in material violation of any material policy of the Company;
4. engages in willful material misconduct or gross negligence in connection with the performance of his duties;
5. substantially fails to perform his material duties after written request for such performance from the Board;

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6. continues to fail to reasonably cooperate in any audit or investigation regarding the Company or its business practices after written request for such performance from the Board; or
  7. engages in any material misconduct that significantly adversely affects, or is likely to significantly adversely affect, the business or reputation of the Company. Employee's termination for Cause will be effective immediately upon the Company's mailing or transmitting written notice of such termination. For purposes of sub-clause (iv) above, no act or omission shall be "willful" if such conduct was in good faith and with a reasonable belief that such act or omission was in the best interests of the Company.
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- i. any Accrued Compensation, which amount shall be paid in a lump sum within 30-days from the date of termination;
  - ii. the unpaid amount, if any, of your previously earned and unpaid annual cash incentive pay based on actual performance results for the applicable bonus year;
  - iii. pro-rated annual incentive pay for the performance year of termination based on actual performance of Operating AIP for the applicable year of termination (with no exercise of negative discretion), determined by multiplying (i) the amount of such annual incentive pay, if any, which would be due and payable in respect of the achievement of Operating AIP for the full performance year in which such termination occurred had such termination event not occurred, by (ii) 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 such annual incentive pay for such performance year are paid to other eligible senior executives of the Company, which is not later than March 15<sup>th</sup> of the calendar year following the applicable performance year; and

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2019 Amendment to CHRO Employment Letter

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- iv. without duplication of any amount payable in respect of the immediately preceding clause (iv), pro-rated annual incentive pay for the year of termination based on the portion of annual incentive pay, if any, attributable to Individual Performance AIP, if any, and the amount awarded and paid in respect of Individual Performance AIP in the calendar year prior to the year in which such termination occurred, determined by multiplying the (i) amount paid in respect of Individual Performance AIP, if any, in the calendar year prior to the year of termination, by (ii) 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 within two and one-half months following the effective date of such termination.

For purposes hereof, 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.”

3. Affirmation. This 2019 Amendment is to be read and construed with the Employment Letter as constituting one and the same agreement. Except as specifically modified by this 2019 Amendment, all provisions, terms and conditions of the Employment Letter shall remain in full force and effect.
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5. Counterparts. This 2019 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.

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

Accepted and Agreed.

/s/ HOLLY PAUL  
Name: Holly Paul  
Title: Chief Human Resources Officer

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