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

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES AND EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2015

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 001-14875

FTI CONSULTING, INC.

(Exact Name of Registrant as Specified in its Charter)

Maryland
(State or Other Jurisdiction of
Incorporation or Organization)

1101 K Street NW,
Washington D.C.
(Address of Principal Executive Offices)

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

20005
(Zip Code)

(202) 312-9100

(Registrant's telephone number, including area code)

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

<u>Title of Each Class</u> Common Stock, \$0.01 par value	<u>Name of Each Exchange on which Registered</u> New York Stock Exchange
--------------------------------------------------------------	-----------------------------------------------------------------------------

Securities Registered pursuant to Section 12(g) of the Act None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer	<input checked="" type="checkbox"/>		Accelerated filer	<input type="checkbox"/>
-------------------------	-------------------------------------	--	-------------------	--------------------------

Non-accelerated filer	<input type="checkbox"/>		Smaller reporting company	<input type="checkbox"/>
-----------------------	--------------------------	--	---------------------------	--------------------------

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant was 1.1 billion, based on the closing sales price of the registrant's common stock on June 30, 2015.

The number of shares of registrant's common stock outstanding on February 19, 2016 was 41,234,314.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of our definitive Proxy Statement to be filed with the Securities and Exchange Commission within 120 days after the end of our 2015 fiscal year are incorporated by reference into Part III of this Annual Report on Form 10-K.

FTI CONSULTING, INC. AND SUBSIDIARIES

Annual Report on Form 10-K
Fiscal Year Ended December 31, 2015

INDEX

	<u>Page</u>
PART I	
Item 1. Business	1
Item 1A. Risk Factors	16
Item 1B. Unresolved Staff Comments	29
Item 2. Properties	29
Item 3. Legal Proceedings	29
Item 4. Mine Safety Disclosures	29
PART II	
Item 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	30
Item 6. Selected Financial Data	32
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations	35
Item 7A. Quantitative and Qualitative Disclosures About Market Risk	58
Item 8. Financial Statements and Supplementary Data	60
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	94
Item 9A. Controls and Procedures	94
Item 9B. Other Information	94
PART III	
Item 10. Directors, Executive Officers and Corporate Governance	95
Item 11. Executive Compensation	95
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	95
Item 13. Certain Relationships and Related Transactions, and Director Independence	95
Item 14. Principal Accountant Fees and Services	95
PART IV	
Item 15. Exhibits and Financial Statement Schedule	96

FTI CONSULTING, INC.

PART I

Forward-Looking Information

This Annual Report on Form 10-K includes “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended, (the “Exchange Act”), that involve uncertainties and risks. Forward-looking statements include statements concerning our plans, objectives, goals, strategies, future events, future revenues, future results and performance, future capital expenditures, expectations, plans or intentions relating to acquisitions and other matters, business trends, and other information that is not historical. Forward-looking statements often contain words such as *anticipates, estimates, expects, goals, projects, plans, intends, believes, targets, forecasts*, and variations of such words or similar expressions. All forward-looking statements, including, without limitation, management’s estimates of growth targets and operating trends, are based upon our historical performance and our current plans, estimates and expectations at the time we make them and various assumptions. There can be no assurance that management’s expectations, beliefs, estimates, growth targets, and projections will result or be achieved. Our actual financial results, performance or achievements could differ materially from those expressed in, or implied by, any forward-looking statements. The inclusion of any forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates, or expectations contemplated by us will be achieved. Given these risks, uncertainties and other factors, you should not place undue reliance on any forward-looking statements.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in, or implied by, statements in this Annual Report. Important factors that could cause our actual results to differ materially from the forward-looking statements we make in this Annual Report are set forth in this report, including under the heading “Risk Factors” in Part I — Item 1A. All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this Annual Report and are expressly qualified in their entirety by the cautionary statements included herein. We undertake no obligation to publicly update or revise any forward-looking statements to reflect subsequent events or circumstances and do not intend to do so.

ITEM 1. BUSINESS

Unless otherwise indicated or required by the context, when we use the terms “Company,” “FTI Consulting,” “we,” “us,” and “our” we mean FTI Consulting, Inc. a Maryland corporation and its consolidated subsidiaries.

Company Overview

General

We are a global business advisory firm dedicated to helping organizations protect and enhance their enterprise value in an increasingly complex legal, regulatory and economic environment throughout the world. We operate through five reportable segments:

- Corporate Finance & Restructuring;
- Forensic and Litigation Consulting;
- Economic Consulting;
- Technology; and
- Strategic Communications.

We work closely with our clients to help them anticipate, understand, manage, and overcome complex business matters arising from such factors as the economy, financial and credit markets, governmental regulation and legislation, and litigation. We assist clients in addressing a broad range of business challenges, such as restructuring (including bankruptcy), capital market issues and indebtedness, interim business management, forensic accounting and litigation matters, international arbitrations, mergers and acquisitions (“M&A”), antitrust and competition matters, securities litigation, electronic discovery (“e-discovery”), management and retrieval of electronically stored information (“ESI”), reputation management, and strategic communications. We also provide services to help our clients take advantage of economic, regulatory, financial, and other business opportunities. Our experienced professionals include many individuals who are widely recognized as experts in their respective fields. Our professionals include PhDs, MBAs, JDs, CPAs, CPA-ABVs (who are CPAs accredited in business valuations), CPA-CFFs (who are CPAs certified in financial forensics), CRAs (certified risk analysts), Certified Turnaround Professionals, Certified Insolvency and Reorganization Advisers, Certified Fraud Examiners, ASAs (accredited senior appraisers), construction engineers, and former senior government officials. Our clients include Fortune 500 corporations, FTSE 100 companies, global banks, major law firms and local, state and national governments and agencies

globally. In addition, major United States (“U.S.”) and international law firms refer us or engage us on behalf of their clients. We believe clients retain us because of our recognized expertise and capabilities in highly specialized areas, as well as our reputation for successfully meeting our clients’ needs.

We have organized our business segments across four geographic regions consisting of (i) the North America region, which is comprised of our 48 U.S. offices located in 19 states and three offices located in Calgary, Toronto and Vancouver, Canada; (ii) the Latin America region, which is comprised of eight offices located in five countries — Argentina, Brazil, Colombia, Panama, and Mexico; (iii) the Asia-Pacific region, which is comprised of 21 offices located in nine countries — Australia, China (including Hong Kong), India, Indonesia, Japan, Korea, Singapore, the Cayman Islands, and the Virgin Islands (British); and (iv) the Europe, Middle East and Africa (“EMEA”) region, which is comprised of 22 offices located in thirteen countries — Belgium, Denmark, France, Germany, Ireland, Netherlands, Qatar, Russia, South Africa, Spain, Switzerland, United Arab Emirates (“UAE”), and the United Kingdom (“UK”).

We derive the majority of our revenues from providing professional services to clients in the U.S. For the year ended December 31, 2015, we derived approximately 28% of our consolidated revenues from the work of professionals who are assigned to locations outside of the U.S. For the year ended December 31, 2015, approximately 56% of revenues of our Strategic Communications segment, 30% of revenues of our Corporate Finance & Restructuring segment, 28% of revenues of our Economic Consulting segment, 21% of revenues of our Forensic and Litigation Consulting segment, and 15% of revenues of our Technology segment were derived from the work of professionals who are assigned to locations outside of the U.S.

Summary Financial Information

The following table sets forth the percentage of consolidated revenues for the last three years contributed by each of our five reportable segments, which are discussed below:

Reportable Segment	Year Ended December 31,		
	2015	2014	2013
Corporate Finance & Restructuring	25%	22%	23%
Forensic and Litigation Consulting	27%	27%	26%
Economic Consulting	25%	26%	27%
Technology	12%	14%	12%
Strategic Communications	11%	11%	12%
Total	100%	100%	100%

Our Reportable Segments

Corporate Finance & Restructuring

Our Corporate Finance & Restructuring segment focuses on the strategic, operational, financial and capital needs of businesses around the world. We address the full spectrum of financial and transactional challenges facing our clients, which include companies, boards of directors, private equity sponsors, banks, lenders, other financing sources and creditor groups, as well as other parties-in-interest. We advise on a wide range of areas, including restructuring (including bankruptcy), interim management, financings, M&A integration, valuations and tax issues as well as financial operational and performance improvement. We also provide expert witness testimony, bankruptcy and insolvency litigation support and trustee and examiner services. We have particular expertise in the agriculture, automotive, energy, power & products, health solutions, hospitality, gaming & leisure, mining, real estate & infrastructure, retail & consumer products and telecom, media & technology industries.

In 2015, the offerings of our Corporate Finance & Restructuring segment included:

Business Transformation. Our Office of the CFO solutions are designed to preserve, create and sustain value and to help the CFO team achieve rapid success. We collaborate with CFOs and their finance and accounting organization and use innovative engagement tools to provide transformation services, manage risk, deliver business intelligence capabilities and prepare for and execute events, all while building confidence, clarity, controls and consistency. Our services assist our clients to achieve sustainable business improvement.

Our performance improvement service offerings help clients unlock profitability through, among other things, sales process improvements, customer and market analyses, product and price optimization, human capital optimization, cost improvements and reductions and working capital management. Our professionals have relevant skills across industries.

Turnaround & Restructuring. We provide advisory services to companies, creditors and other stakeholders of companies confronting liquidity problems, excessive leverage, underperformance, over-expansion or other business or financial issues. We help our clients through out of court processes to right-size infrastructure, improve liquidity or solvency, improve cash-flow and working capital management, sell non-core assets or business units, and recapitalize. We also perform due diligence reviews and financial statement, cash flow and EBITDA analyses, prepare liquidity forecasts and financial projections, recommend credit alternatives, assist in determining optimal capital structure, monitor portfolios of assets, assess collateral, provide crisis credit and securitized transaction assistance, negotiate loan covenant waivers and guide complex debt restructurings.

We lead and manage the financial aspects of in-court restructuring processes by offering services that help our clients assess the impact of a bankruptcy filing on their financial condition and operations. We provide critical services specific to court-supervised insolvency and bankruptcy proceedings. We represent underperforming companies that are debtors-in-possession, creditors' committees and lenders. With a focus on minimizing disruption and rebuilding the business after an exit from bankruptcy or insolvency, we help clients accelerate a return to business as usual. We also work with creditors and other stakeholders to maximize recoveries from companies that have filed for bankruptcy or insolvency. Our services include bankruptcy preparation and reporting services, financial analysis in support of petitions and affiliated motions, strategies for monetizing a debtor's assets, the discovery of unidentified assets and liabilities, and expert witness testimony. We also provide trustee, examiner and receiver services to preserve the value of assets and maximize recoveries.

Interim Management. Our professionals fill the void when client companies face leadership, financial or operational challenges or turnover. Our experienced and credentialed professionals assume executive officer level roles, providing the leadership, financial management, and operating and strategic decision making abilities to maintain momentum, stabilize financial position and protect enterprise value, resolve regulatory compliance issues, build morale, establish credibility with stakeholders, provide critical continuity, and lead transitions due to extraordinary events such as M&A, divestitures, changes of control, and carve-outs of businesses from larger enterprises. Our professionals serve in the following interim executive and management roles: chief executive officer, chief operating officer, chief financial officer, chief restructuring officer, controller and treasurer, and other senior positions that report to them.

Transactions. We combine the disciplines of structured finance, investment banking, lender services, M&A, M&A integration and valuation services, and Securities and Exchange Commission ("SEC") and other regulatory experience to help our clients maximize value and minimize risk in M&A and other high stakes transactions. The many services that we provide relating to business and asset acquisitions and divestitures include: performing due diligence reviews, evaluating key value drivers and risk factors, advising on the most advantageous tax and accounting structures for the transaction, and assessing quality of earnings, quality of balance sheet and working capital requirements. We identify value enhancers and value issues. We provide comprehensive tax consulting intended to maximize a client's return on investment. We help structure post-acquisition earn-outs and price adjustment mechanisms to allow a client to realize optimal value.

We advise clients regarding regulatory and SEC requirements and internal controls and compliance with the Sarbanes-Oxley Act of 2002 ("SOX"). We help structure retention and exit strategies. We also perform services for clients involved in purchase price disputes such as assessing the consistent application of U.S. generally accepted accounting principles ("GAAP"), earn-out issues, working capital issues, settlement ranges and allocation of purchase price for tax purposes. We have the capacity to provide investment banking services through FTI Capital Advisors, our Financial Industry Regulatory Authority registered subsidiary, which focuses on identifying and executing value-added transactions for public and private middle market companies.

We provide integration planning and execution services for transactions ranging from full operational mergers to tuck-in acquisitions, divestitures and carve-outs. We deploy teams to assist both buyers and sellers in planning and executing the operational side of transactions to integrate all aspects of a business, plan for activities, and organize the combined company.

Valuation and Financial Advisory. We provide business valuation, intangible asset valuation, financial and strategic analyses, forecasting and transaction support services, transaction opinions (such as fairness, solvency and collateral valuation opinions), financial reporting and tax valuation, intellectual property valuation, and litigation services (including expert witness testimony) covering a broad spectrum of industries and situations.

Dispute Advisory. We provide litigation consulting, including bankruptcy-related litigation and complex industry specific commercial and regulatory disputes. We provide expert witness and trial services related to preferential payments, solvency and fraudulent conveyances, substantive consolidation, claims litigation, plan feasibility, valuation disputes, and board fiduciary assessments, in the bankruptcy arena. Our commercial and regulatory dispute services involve industry specific expertise relating to industry standards and customary practices, economic damages, fact finding, and forensic review and analysis, primarily related to the automotive, hospitality, gaming and leisure, real estate & infrastructure, retail & consumer products, structured finance, and telecom, media & technology industries.

Tax. We advise businesses on a variety of tax matters ranging from tax transaction support to best practice process implementation and structuring. We provide advisory services relating to corporate, partnership, and real estate investment trust (“REIT”) and real estate tax compliance and reporting, international taxation, debt restructuring, foreign, state and local taxes, research and development, transfer pricing, tax valuation services, and value added taxation.

Our Corporate Finance & Restructuring segment operates through a global network of 51 offices in 14 countries. The net number of revenue-generating professionals in our Corporate Finance & Restructuring segment increased by 132 from 706 at December 31, 2014 to 838 at December 31, 2015.

Forensic and Litigation Consulting

Our Forensic and Litigation Consulting segment provides law firms, companies, government clients and other interested parties with dispute advisory, investigations, forensic accounting, business intelligence assessments, data analytics and risk mitigation services as well as interim management and performance improvement services for our health solutions practice clients. We advise our clients in response to allegations involving the propriety of accounting and financial reporting, fraud, regulatory scrutiny, and anticorruption. We assist our clients in all phases of government and regulatory investigations, inquiries and litigation, including pre-filing assessments, discovery, trial preparation, expert testimony, investigations, and forensic accounting services. We have particular expertise in the construction and environmental, insurance, pension, government and public contracts, and healthcare & life sciences industries. We have the capacity to provide our full array of practice offerings across jurisdictional boundaries around the world.

In 2015, the offerings of our Forensic and Litigation Consulting segment included:

Forensic Accounting & Advisory. We combine investigative accounting and financial reporting skills with business and practical experience to provide forensic accounting and other advisory services requested by boards of directors, audit committees, special litigation committees and other entities. We identify, collect, analyze and interpret financial and accounting data and information for accounting and financial reporting investigations. We analyze issues, identify options, and make recommendations to respond to complex accounting, reporting and regulatory matters, threatened or pending litigation, regulatory actions and whistleblower allegations. We employ investigative skills, establish document and database controls, prepare analytical models, perform forensic accounting, present expert testimony and render opinions, and prepare written reports. We have particular expertise providing consulting assistance and expert witness services to securities counsel and their clients regarding inquiries and investigations initiated by the Divisions of Enforcement and Corporate Finance and Office of the Chief Accountant of the SEC. We assist clients in responding to inquiries from the Public Company Accounting Oversight Board (the “PCAOB”).

Global Risk and Investigations Practice (“GRIP”). We conduct complex factual and regulatory investigations combining teams of former federal prosecutors and regulators, law enforcement and intelligence officials, forensic accountants, industry specialists and computer forensic specialists. Our capabilities and services include white collar defense intelligence and investigations, complex commercial and financial investigations, business intelligence and investigative due diligence, political risk assessments, business risk assessments, fraud and forensic accounting investigations, computer forensics and electronics evidence, specialized fact-finding, domestic and international arbitration proceedings, asset searching and analysis, IP and branding protection, anti-money laundering consulting, ethics and compliance program design, and transactional due diligence. We help our clients navigate anti-bribery and anticorruption risk proactively (assessing and mitigating risk), and reactively (responding to allegations with multidisciplinary investigation, forensic accounting and information preservation experts). We help clients institute the necessary internal controls to comply with, and we investigate suspected violations of, the U.S. Foreign Corrupt Practices Act (the “FCPA”), and other anticorruption laws, including the UK Anti-Bribery Act and the Organization for Economic Co-operation and Development (the “OECD”). We also develop remediation and monitoring plans, including the negotiation of settlement agreements. Through our services we uncover actionable intelligence and perform value-added analysis to help our clients and other decision-makers address and mitigate risk, protect assets, remediate compliance deficiencies, make informed decisions and maximize opportunities.

Dispute Advisory. We provide early case assessment and pre-trial, in-trial and post-trial dispute advisory services, in judicial and a broad range of alternative dispute resolution and regulatory forums, to help clients assess potential, threatened and pending claims resulting from complex events and transactions, and accounting and professional malpractice allegations. We analyze records and information, including electronic information, to locate assets, trace flows of funds, identify illegal or fraudulent activity, reconstruct events from incomplete and/or corrupt data, uncover vital evidence, quantify damages and prepare for trial or settlement. In many of our engagements we also act as an expert witness.

Intellectual Property (“IP”). Our IP team consists of professionals who are dedicated to IP matters. We provide litigation support and damages quantification, tangible and intangible IP valuation, royalty compliance, licensing and technology and IP management and commercialization services. Our experts also assist clients with resolving brand integrity issues, such as counterfeiting, through brand development, marketing research, investigations, and protection. We perform economic and commercial analyses necessary to support International Trade Commission Section 337 investigations used to prevent certain products from entering the U.S.

Trial Services. Our professionals work as a part of the team advising and supporting clients in large and highly complex civil trials. Through the use of our proprietary information technology, we help control litigation costs, expedite the in-trial process, prepare evidence, and help our clients to readily organize, access and present case-related data. Our proprietary TrialMax® software integrates documents, photographs, animations, deposition videos, audios, and demonstrative graphics into a single trial preparation and presentation tool. Our graphics consulting services select the most appropriate presentation formats to maximize impact and memorability, and then create persuasive graphic presentations that support, clarify and emphasize the key themes of a case. We provide illustrations and visual aids that help simplify complex technical subjects for jurors, through opening and closing statement consulting, witness presentations, research presentations, exhibit plans and outlines, hardboards, scale models, storyboards, timelines and technical and medical illustrations.

Financial & Enterprise Data Analytics (“FEDA”). We deliver strategic business solutions for clients requiring in-depth identification, analysis and preservation of large, disparate sets of financial, operational and transactional data. We map relationships among various information systems and geographies, mine for specific transactions, and uncover patterns that may signal fraudulent activity or transactional irregularities. We assist with recovering assets and designing and implementing safeguards to minimize the risk of recurrence. We produce detailed visualizations from complex data, making it easier to identify abnormalities and share information. We also have the expertise to perform system and IT audits and due diligence.

Compliance, Monitoring & Receivership. Our expert industry professionals provide full-scale assessments and process improvement and support services for compliance programs, as well as act as independent monitors or in support of monitors, receivers and examiners. In matters involving the appointment of monitors, receivers or examiners by courts or regulators, our experts possess the necessary independence to test and monitor compliance with and the continuing effectiveness of the terms of settlements or reforms across many industries and professions.

Business Insurance Claims. We assist clients to prepare and submit comprehensive, logical and well-documented claims for property and casualty, business interruption, errors and omissions, builders’ risks, political risks, product liability, data breaches, and other types of insured risks, across a wide-variety of industries and U.S. and foreign jurisdictions. We serve as testifying experts on insurance coverage litigation matters. We also assist our clients on pre-loss matters, such as business interruption values, insurable values, and maximum probable loss studies.

Healthcare & Life Sciences. We work with a variety of healthcare and life science clients to discern innovative solutions that optimize performance in the short term and prepare for future strategic, operational, financial and legal challenges. We provide a one-company team of experts across the spectrum of healthcare disciplines. These professionals have specialized capabilities and a record of success across hospital operations and restructuring, healthcare economics, and stakeholder engagement and communication.

Our Forensic Litigation and Consulting segment operates through a global network of 56 offices in 19 countries. The net number of revenue-generating professionals in our Forensic Litigation and Consulting segment decreased by 23 from 1,154 at December 31, 2014 to 1,131 at December 31, 2015.

Economic Consulting

Our Economic Consulting segment provides law firms, companies, government entities and other interested parties with analysis of complex economic issues for use in legal, regulatory and arbitration proceedings, strategic decision making and public policy debates in the U.S. and around the world. We deliver sophisticated economic analysis and modeling of issues arising in M&A transactions, complex antitrust litigation, commercial disputes, international arbitrations, regulatory proceedings, IP disputes and a wide range of financial litigation. We help clients analyze issues such as the economic impact of deregulation on a particular industry and the amount of damages suffered by a business as a result of a particular event. We have deep industry experience in such areas as aerospace and defense, energy, power & products, financial institutions, healthcare & life sciences, telecom, media & technology, and transportation. Our professionals regularly provide expert testimony on damages, rates and prices, valuations (including valuations of complex financial instruments), antitrust and competition regulation, business valuations, and public policy.

In 2015, the offerings of our Economic Consulting segment included:

Antitrust & Competition Economics. We provide financial, economic and econometric consulting services to assist clients in public policy debates, regulatory proceedings and litigation. We apply our models to complex data in order to evaluate the likely effects of transactions on prices, costs and competition. Our professionals are experts at analyzing and explaining the antitrust and competition impact of diverse transactions and proceedings relating to M&A, price fixing, monopolization and abuse of a dominant position, exclusionary conduct, bundling and tying, and predatory pricing. Our services include financial and economic analyses of policy, regulatory and litigation matters. We provide expert testimony, testimony regarding class certifications, and quantification of damages analyses for corporations, governments and public-sector entities in the U.S. and around the world.

Business Valuation. We help clients identify and understand the value of their businesses in contentious and uncontentious situations. We provide business valuation, expert valuation, and expert testimony services relating to traditional commercial disputes and other matters as diverse as transaction pricing and structuring, securities fraud, valuations for financial reporting, tax, regulatory and stakeholder investment compliance, solvency issues, fraudulent transfers, post-acquisition M&A disputes and transactions and disputes between shareholders. We assist our clients to make economic and investment decisions that significantly affect shareholder value, economic returns, and capital allocation.

Intellectual Property. We help clients understand and maximize the value of their intangible business assets. We calculate losses from IP infringement, apply econometrics to develop pricing structures for IP valuations and licensing, manage the purchase or sale of IP assets, negotiate with tax authorities and determine IP-related losses in legal disputes and arbitrations. We provide IP-related advice and expert opinions and testimony for commercial transactions, intergroup transfers, M&A, and negotiations with taxing authorities, to a wide-range of industries.

International Arbitration. We help clients navigate each phase of the dispute resolution process. Our international arbitration practice works with companies, governments and members of the international bar to provide independent advice and expert testimony relating to business valuations and economic damages in a wide variety of commercial and treaty disputes before international arbitration tribunals. Our services include evaluating claims, identifying and quantifying economic damages, and identifying the best approaches to win positive outcomes.

Labor & Employment. We prepare economic and statistical analyses for clients facing disputes relating to wage and hour issues, class-action, class certification, lost earnings and discrimination. Our experienced labor and employment team provide statistical analyses of data and damage exposure, review and rebut expert reports, calculate the economic value of a claim, determine if the purported class in labor and employment litigation meets legal requirements for certification, and provide expert testimony.

Public Policy. We advise clients regarding the impact of legislation and political considerations on industries and commercial transactions. We perform financial and economic analyses of policy and regulatory matters and the effect of legislation, regulations and political considerations on a wide-range of issues facing our clients around the world, such as the environment, taxation, and regulations relating to global competitiveness. We provide comparative analyses of proposed policy alternatives, division of responsibilities of federal and local regulators, the effects of regulations on risk sharing across constituencies and geographies, and unintended consequences. Our services include strategic and regulatory planning, program evaluation, and forecasting.

Regulated Industries. We provide information to major network and regulated industry participants on the effects of regulations on global business strategies. We provide advice on pricing, valuation, risk management, and strategic and tactical challenges. We also advise clients on the transition of regulated industries to more competitive environments. Our services include economic analysis, econometrics and modeling, due diligence, and expert testimony. We have extensive regulated industry expertise in energy, power & products, financial institutions, telecom, media & technology, and transportation.

Financial Litigation & Risk Management. Our professionals apply economic theory and econometrics to advise clients and testify on a variety of issues, including securities fraud, insider trading, initial public offering (“IPO”) allocations, market efficiency, market manipulation, and forms of securities litigation. We have the expertise to assess and quantify risks inherent in global financial markets. We also evaluate financial products such as derivatives, securitized products, collateralized obligations, special purpose entities and structured financial instruments and transactions.

Center for Healthcare Economics and Policy. We support and facilitate the work of local governments, insurers, providers, physicians, employers and community-based stakeholders to reduce the per capita cost of healthcare, improve the health of populations, and enhance patient access to and experience of care.

Our Economic Consulting segment operates through a global network of 32 offices in 12 countries. The net number of revenue-generating professionals in our Economic Consulting segment increased 25 from 574 at December 31, 2014 to 599 at December 31, 2015.

Technology

Our Technology segment is a leading provider of e-discovery and information governance software, and consulting services to companies, law firms, courts and government agencies worldwide. These include internal investigations, regulatory and global investigations such as under the FCPA and UK Bribery Act, litigation and joint defense, discovery and preparation, and antitrust and competition investigations, including “second requests” under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. We provide a comprehensive suite of software and services to help clients locate, review and produce ESI, including e-mail, computer files, voicemail, instant messaging, cloud and social media data as well as financial and transactional data.

In 2015, the offerings of our Technology segment included:

Ringtail® E-Discovery Software. Our Ringtail® software product is highly scalable software designed to speed the legal review process and help clients find relevant information quickly. Ringtail® features patented visual analytics, concept clustering, predictive coding and other advanced features to accelerate document review. Ringtail® also processes and culls data, provides a broad range of features for quick data review and coding, and gives users a comprehensive set of redaction and production tools. Ringtail® is available on-premises, on-demand or in a Software as a Service (“SaaS”) deployment model. Our Ringtail Audio Discovery service transforms audio files to reviewable, redactable and searchable files that can be analyzed and produced alongside other ESI.

E-Discovery Management. We plan, design and manage discovery approaches and projects to maximize responsiveness, minimize costs and risks, and provide greater budget predictability. We offer several deployment options, from a do-it-yourself on-premises model to a full service management review option. We offer clients the option to establish master repositories so that data need only be collected and processed once. In the repository, the data can be accessed and used across multiple matters, enabling the reuse and retention of valuable attorney work product and other information. In January 2016, our Technology segment announced the launch of its new e-discovery product, Radiance™, a visual analytics software platform that enables organizations to dynamically investigate and understand their enterprise data.

Managed Document Review. We offer Acuity®, a managed review offering designed to optimize the speed of document review and reduce the cost and complexity of e-discovery at a single, predictable price. Managed review is a service that allows corporations and their law firms to improve the cost effectiveness of their e-discovery processes via outsourced review and analysis of e-discovery data instead of performing it themselves. With Acuity®, we drive review efficiency by leveraging the power and expertise of Ringtail® with rigorous budget oversight. Acuity® is different from many managed review offerings in that its workflows enable collaboration between the corporation, law firm, and our Acuity® review teams.

Collections & Computer Forensics. We help organizations meet requirements for collecting, analyzing and producing data from a variety of sources, including e-mail, voicemail, backup tapes, social media, the cloud, mobile devices, shared server files, and databases, often on multiple continents. We provide both proactive and reactive support using expert services, methodologies and tools that help companies and their legal advisers understand technology-dependent issues. We also regularly design, implement and offer proprietary software to forensically collect, secure and analyze ESI from emerging data sources. We also offer services to reconstruct data that has been deleted, misplaced or damaged.

Information Governance & Compliance. Our professionals consult on a wide-range of legal, regulatory and investigative situations and our discovery project capabilities span a broad spectrum of size and complexity. Our professionals work as an extension of our clients and their advisors to establish immediate solutions and best practices. Our professionals identify, forensically collect, secure and analyze data from a variety of sources, oversee processing, review and production of data, manage the discovery lifecycle from identification through production, advise outside and in-house counsels, prepare cost estimates to support excess burden claims, develop repeatable and cross matter procedures for legal departments, conduct corporate system inventories to develop sustainable data maps, and provide expert testimony to verify results and other matters.

Investigations. Our “FTI Investigate” offering combines our industry-leading software and expert forensic investigation teams to help organizations quickly and defensibly manage investigations, whistleblower allegations, corporate due diligence, and financial fraud, FCPA and other types of investigations. Investigate helps organizations quickly understand case facts, secure control of sensitive data and defensibly preserve and review data in compliance with local data privacy laws.

Our Technology segment operates through a global network of 29 offices in six countries. The net number of revenue-generating professionals in our Technology segment increased by 5 from 344 at December 31, 2014 to 349, excluding professionals employed on an as-needed basis, at December 31, 2015.

Strategic Communications

We provide advice and consulting services relating to financial and corporate communications, investor relations, reputation management, brand communications, public affairs, business consulting, digital design, and marketing. We believe our integrated offerings, which include a broad scope of services, diverse industry coverage and global reach, is unique and distinguishes us from other strategic communications consultancies.

In 2015, the offerings of our Strategic Communications segment included:

M&A Crisis Communications & Special Situations. We specialize in advising clients on their communications to investors and other financial audiences to help them achieve fair valuations in capital markets through ongoing investor relations advice, support and strategic consulting, on issues that can impact enterprise value. We provide advice on investment positioning, corporate

governance and disclosure policy, strategic boardroom and investor issues, capital markets intelligence, research and analysis of shareholder demographics, investor targeting, institutional investor and financial analyst meetings, investor perception audits, financial news and calendar management, peer monitoring, and IPO communications. We provide advice on a wide range of M&A scenarios, including transformative and bolt-on acquisitions, friendly and hostile takeovers, and activism defense. We also advise clients in situations that present threats to their valuation and reputation with investors such as proxy contests, financial restatements, shareholder activism, unplanned management changes, and other crises. Our communication services are designed to address the concerns of all stakeholders.

Financial Communications. We assist companies in communicating pivotal events to investment analysts and cultivate a growing shareholder base. We help companies articulate and present their entry into the equity markets, from articulating the strategic rationale and investment story to preparing the registration statement with the SEC to the development of the road show for the IPO. We provide investor relations best practices programs and investor relations services and communications. We provide a wide-range of research and analyses to our clients. We also help communicate leadership transitions.

Corporate Reputation. We both promote businesses and protect corporate reputations, creating solutions to our clients' mission critical communications needs. Our services include crisis and issues management; reputational risk advisory; stakeholder identification, mapping and engagement; messaging and organization positioning; thought leadership consultancy; corporate social responsibility; strategic media relations; employee communications, engagement and change communications; media and presentation coaching; qualitative and quantitative research; sponsorship consultancy, and launch and event management.

Public Affairs & Government Relations. We advise senior business leaders and leading organizations across the world on how to manage relationships and communicate with governments, politicians and policy-makers. We advise governments on how to attract investors by improving their regulatory and legal frameworks. Our integrated global team is based in leading political centers, including Beijing, Brussels, London and Washington D.C. We combine public policy, economic consulting and capital markets expertise with strategic communications and business advisory skills. We offer the full range of engagement programs, ranging from crisis management of imminent legislation to longer-term shaping of the policy environment. We use a range of qualitative and quantitative tools to establish our clients' case in connection with government investigations, political and legislative engagement, and business strategies, whether in terms of message refinement, policy mapping, reputation benchmarking, opinion polling, and speech writing.

Employee Engagement & Change Communications. We help clients plan, design and implement internal communications and programs to increase employee engagement and understanding. We partner with our clients to understand their unique business environment and internal and external communications aspirations. Our services assist business leaders to communicate transformative events, including new strategy and vision introductions, leadership positioning, M&A, operating model changes, outsourcing or insourcing, workforce consolidations or reductions, and restructurings and reorganizations. Our services are designed to align stakeholder insights with organizational needs.

Digital & Creative Communications. We collaborate with clients to conceive and produce integrated design, content and digital strategies across all media and markets to advance business objectives with key stakeholders. Our approach includes defining corporate and brand positioning, surveying the audience to gauge social sentiments and needs, demystifying complex business operations and situations, selecting a program that resonates with the marketplace, building the communications plan, launching the initiative for maximum visibility, and evaluating the success of the program. We provide customized solutions to reach target audiences through digital channels. Our design and marketing teams specialize in corporate and brand identity development, website development, advertising, interactive marketing campaigns, video and animation, brochures, fact sheets, testimonials and other marketing materials, and annual report development. Our social media experts work with clients to identify and engage stakeholders through the most appropriate and useful paid and non-paid social and digital media outlets.

Strategy Consulting & Research. We provide analyses to help solve complex business and communications problems. Our dedicated research group works with professionals from across our practices and other disciplines, including public relations, investor relations and public affairs, to conduct customized research to identify perceptions, trends and opportunities within key stakeholder audiences. Our research services include reputation benchmarking, peer analysis, benchmarking and financial market valuations, brand awareness studies and brand extension audits, including customer focus groups, shareholder analysis and investor targeting, consumer trend analysis, public opinion polling, and policymaker perception audits.

Our Strategic Communications services are offered through a global network of 34 offices in 14 countries. The net number of revenue-generating professionals in our Strategic Communications segment increased by 33 from 566 at December 31, 2014 to 599 at December 31, 2015.

Our Industry Specializations

We employ professionals with expertise in a broad range of industries across our reportable segments, and our largest industry practice groups generally provide both our core services plus a wider range of specialized consulting services and solutions that are unique to their industries. These professionals provide a wide array of services that address the strategic, reputational, operational, financial, regulatory, legal and other needs of specific industries, including, aerospace and defense; agriculture; automotive; construction; energy, power & products; environmental; financial institutions; healthcare & life sciences; hospitality, gaming and leisure; information technology; insurance; mining; public sector; real estate & infrastructure; retail & consumer products; telecom, media & technology; and transportation. The major industries that we service, often spanning multiple business segments, include:

Construction. Our construction services team provides commercial management, risk-based advice, dispute resolution services, and strategic communications counsel, on complex projects across all construction and engineering industries. Our professionals are industry leaders who understand technical, business, regulatory and legal matters, and are seasoned in giving expert testimony, to ensure that every aspect of their capital program or project is properly governed, well-executed and fully supported from beginning to end.

Energy, Power & Products (“EPP”). Our EPP professionals provide a wide array of advisory services that address the strategic, financial, restructuring, reputational, regulatory and legal needs of energy and utility clients involved in the production of crude oil, natural gas, refined products, chemicals, coal, electric power, emerging technologies, and renewable energy. Our professionals are involved in many of the largest financial and operational restructurings, regulatory, and litigation matters involving energy and utility companies globally.

Environmental. The environmental services team offers a comprehensive suite of services aimed at helping organizations deal with specific environmental issues or programmatic challenges. Our services focus on the resolution of complex contamination, toxic tort, products liability and insurance disputes.

Financial Institutions. Our professionals assist banks and financial services clients of all sizes and types navigate through a changing environment of financial services regulations and enforcement actions, litigation threats, and economic and competitive challenges. We work with clients to manage risk, ensure compliance, resolve regulatory inquiries as they arise, and leverage their assets to protect and enhance enterprise value. Our team is composed of highly respected CPAs, attorneys, economists, bankers, forensic specialists, technology professionals, strategic communications experts, policymakers, and former bank and securities regulators, all of whom have extensive financial services industry knowledge and experience.

Healthcare & Life Sciences. Our professionals work with a wide variety of healthcare and life sciences clients to discern innovative solutions that optimize performance in the short term and prepare for future strategic, operational, financial and legal challenges. We provide a one-company team of experts across the spectrum of healthcare disciplines. These professionals have specialized capabilities and a record of success across hospital operations and restructuring, healthcare economics, regulatory compliance, and stakeholder engagement and communications.

Insurance. Our professionals combine their business and technical acumen to help insurers, reinsurers, captives, brokers, investors, regulators, corporations and their legal and business advisors address complex strategic and tactical issues. Our professionals have a proven track record of effectively managing a broad range of large domestic and international engagements such as high-profile, discreet investigations and disputes, complex restructuring and enterprise-wide transformations, and the application of methodologies and analytics to innovate, improve performance, reduce risk and achieve compliance.

Real Estate & Infrastructure. Our professionals have the industry expertise and experience to help real estate owners, users, investors and lenders better navigate the market’s complexities and manage its inherent risks. We represent leading public and private real estate entities and stakeholders, including REITs, financial institutions, investment banks, opportunity funds, insurance companies, hedge funds, pension advisors, owners and developers, offering services that help align strategy with business goals.

Retail & Consumer Products. We provide a full range of corporate finance, turnaround and restructuring expertise for retailers. We have experience in developing strategies for retail and consumer product companies to address internal and external challenges from inception through maturity. Our professionals have deep industry expertise in critical functional areas to help our clients drive performance and implement plans that will have sustained results. Our Fast Track™ approach utilizes highly developed frameworks and analytics to identify levers in the retail value equation that can be influenced quickly and serve to fund longer term strategic initiatives that drive shareholder value.

Telecom, Media & Technology (“TMT”). Our TMT team provides strategic, financial and operational consulting with industry specialists in wireline and wireless telecom, print and digital media, broadcast TV and radio, entertainment and content production, and technology companies of all types including software, hardware, internet business models, and cloud based

technology. We provide targeted performance improvement strategies and implementation, commercial diligence and transaction advisory, M&A integration, carveouts and divestitures planning, valuation, interim management, restructuring, and strategic communications. We deliver original insights that help clients better understand company performance, customer behavior, digital substitution, emerging technologies, and disruptive trends in our industries.

Our Business Drivers

Factors that drive demand for our business offerings include:

- **M&A Activity.** M&A activity is an important driver for all of our segments. We offer services for all phases of the M&A process. Our services during the pre-transaction phase include government competition advice and pre-transaction analysis. Our services during the negotiation phase include due diligence, negotiation and other transaction advisory services, government competition and antitrust regulation services, expert advice, asset valuations, and financial advice. We also offer post-M&A integration and transformation services.
- **Financial Markets.** Financial market factors, including credit and financing availability, terms and conditions, the willingness of financial institutions to provide debt modifications or relief, corporate debt levels, default rates, and capital market transactions are significant drivers of demand for our business offerings, particularly our Corporate Finance & Restructuring and Strategic Communications segments.
- **Regulatory Complexity, Public Scrutiny and Investigations.** Increasingly complex global regulations and legislation, greater scrutiny of corporate governance, instances of corporate malfeasance, and more stringent and complex reporting requirements, drive demand for our business offerings. The need to understand and address the impact of regulation and legislation, as well as the increasing costs of doing business, have prompted companies to focus on better assessing and managing risks and opportunities. In addition, boards of directors, audit committees and independent board committees have been increasingly tasked with conducting internal investigations of financial wrongdoing, regulatory non-compliance, and other issues. These factors and laws such as SOX and the Dodd–Frank Wall Street Reform and Consumer Protection Act, have contributed to the demand for independent consultants and experts to investigate and provide analyses and to support the work of outside legal counsel, accountants and other advisors. These types of investigations also increasingly demand the use of multiple disciplinary service offerings like ours, which combine skills and expertise. These factors drive demand for various practices and services of all our segments.
- **Litigation and Disputes.** Litigation and business disputes, the complexity of the issues presented, and the amount of potential damages and penalties drive demand for the services offered by many of our segments, particularly our Forensic and Litigation Consulting, Economic Consulting and Technology segments. Law firms and their clients as well as government regulators and other interested third parties rely on independent outside resources to evaluate claims, facilitate discovery, assess damages, provide expert reports and testimony, manage the pre-trial and in-trial process and effectively present evidence.
- **Operational Challenges and Opportunities.** Businesses facing challenges that require the evaluation and reevaluation of strategy, risks and opportunities as a result of crisis driven situations, competition, regulation, innovation and other events that arise in the course of business. These challenges include enterprise risk management, global expansion, competition from established companies and emerging businesses and technologies, doing business in emerging markets, and new and changing regulatory requirements and legislation. Management, companies and their boards need outside help to recognize, understand and evaluate such events and effect change, which drives demand for independent expertise that can combine general business acumen with the specialized technical expertise of our practice offerings and industry expertise. These factors drive demand for various practices and services of all our segments.
- **Developing Markets.** The growth of multinational firms and global consolidation can precipitate antitrust and competition scrutiny and the spread internationally of issues and practices that historically have been more common in the U.S., such as increased and complex litigation, corporate restructuring and bankruptcy activities, and antitrust and competition scrutiny. Companies in the developing world and multinational companies can benefit from our expert advice to access capital and business markets, comply with the regulatory and other requirements of multiple countries, and structure M&A transactions, and conduct due diligence, which drives demand for the services of our Corporate Finance & Restructuring, Economic Consulting, Technology and Strategic Communications segments.

Our Competitive Strengths

We compete primarily on the basis of the breadth of our services, the quality of our work, the prominence of our professionals, our geographic reach, our reputation and performance record, our specific industry expertise, and our strong client relationships. We believe our success is driven by a combination of long-standing competitive strengths, including:

- **Preeminent Practices and Professionals.** We believe that our segments include some of the preeminent practices and professionals in our industry today. During 2015, the awards and recognitions received by our segments include the following:
 - Corporate Finance & Restructuring recognized with eight Tumaround Atlas Awards from the Global M&A Network.
 - Forensic and Litigation Consulting recognized by *The Recorder's* Best of 2015 Legal Products and Services and *The National Law Journal's* 2015 Best of Chicago in the following categories.
 - Economic Consulting's Compass Lexecon practice named by *Who's Who Legal* as 2015 Competition Economist Firm of the Year and Janusz Ordoover named Competition Economist Individual Expert of the Year.
 - Technology recognized by *The New York Law Journal* annual reader rankings as the #1 firm in the category of e-discovery managed service provider.
 - Strategic Communications recognized by The Holmes Report with a gold SABRE Award in the Asia Pacific region.
 - Our Economic Consulting segment includes six former Deputy Attorney Generals of the Antitrust Division of the Department of Justice, one former chief economist of the Federal Trade Commission, two former chief economists of the Federal Communications Commission, and two former chief economists of the Securities and Exchange Commission, and maintains access to numerous other high-profile academic consultants, including two Nobel Prize winners.
- **Diversified Service Offerings.** Our five reportable segments offer a diversified portfolio of service offerings within our four geographic regions. Our broad range of services, the diversity of our revenue streams, and our global locations distinguish us from our competitors and help us manage fluctuations due to market conditions in any one of our segments, regions or industries. Our diversity helps to mitigate the impact of crises, events and changes in a particular practice, industry or country.
- **Diversified Portfolio of Elite Clients.** We provide services to a diverse group of clients, including global Fortune 500 companies, FTSE 100 companies, global financial institutions banks, and local, state and national governments and agencies in the U.S. and other countries. Additionally, 92 of the top 100 global law firms, as ranked by *The ABA Journal*, refer or engage us on behalf of multiple clients on multiple matters.
- **Strong Cash Flow.** Our business model has several characteristics that produce consistent cash flows. Our strong cash flow supports business operations, capital expenditures, research and development efforts in our Technology segment, and our ability to service our indebtedness, and pursue our growth and other strategies.
- **Demand for Integrated Solutions and a Consultative Approach.** Our breadth and depth of practice and service offerings and industry expertise across the globe drive demand by businesses who seek our integrated services and consultative approach covering different aspects of event driven occurrences, reputational issues, and transactions, across different jurisdictions.

Our Business Strategy

We build client relationships based on the quality of our services, our reputation, and the recognition of our professionals. We provide diverse complimentary services to meet our clients' needs around the world. We emphasize client service and satisfaction. We aim to build strong brand recognition. The following are key elements of our business strategy:

- **Leverage Our Practices, Relationships and Expertise.** We work hard to maintain and strengthen our core practices and competencies. We believe that our recognized expertise, client relationships, and the quality of our reputation, coupled with our successful track record, size, and geographic diversity are the most critical elements in a decision to retain us. Many of our professionals are recognized experts in their respective fields. By successfully leveraging our reputation, experience, broad client base, and the expertise of our professionals, we expect to continue to obtain engagements from new as well as existing clients.
- **Grow Organically.** Our strategy is to grow organically by increasing headcount and market share to provide clients with a complete suite of services across our segments, as well as the industries and geographic regions in which we operate. We strive to engage in our markets competitively to produce better than average success.

- **Attract and Retain Highly Qualified Professionals.** Our professionals are crucial to delivering our services to clients and generating new business. As of December 31, 2015, we employed 3,516 revenue-generating professionals, many of whom have established and widely recognized names in their respective service and industry specializations, and specialized industry expertise. Through our substantial staff of highly qualified professionals, we can handle a large number of complex assignments simultaneously. To attract and retain highly qualified professionals, we offer significant compensation opportunities, including sign-on bonuses, forgivable loans, retention bonuses, incentive bonuses, and equity compensation, along with a competitive benefits package and the chance to work on challenging engagements with other highly skilled peers.
- **Enhance Profitability.** We endeavor to manage costs, headcount, utilization, bill rates, and pricing for both time and materials and alternative fee arrangements, to operate profitably, at segment and regional levels.
- **Acquisitions and Other Investments.** We will consider future strategic or opportunistic acquisition opportunities on a selective basis. We seek to integrate completed acquisitions and manage investments in a way that fosters organic growth, expands our geographic presence, or complements our current practices, services and industry focuses. We will typically structure our acquisitions to retain the services of key individuals from the acquired companies.

Our Employees

Our success depends on our ability to attract and retain our expert professional work force. Our professionals include PhDs, MBAs, JDs, CPAs, CPA-ABVs (who are CPAs accredited in business valuations), CPA-CFFs (who are CPAs certified in financial forensics), CRAs (certified risk analysts), Certified Turnaround Professionals, Certified Insolvency and Reorganization Advisers, Certified Fraud Examiners, ASAs (accredited senior appraisers), construction engineers and former senior government officials. We also engage independent contractors to supplement our professionals on client engagements as needed. As of December 31, 2015, we employed 4,634 employees, of which 3,516 were revenue-generating professionals.

Employment Agreements

As of December 31, 2015, we had written employment arrangements with substantially all of our 410 Senior Managing Director and equivalent personnel, (collectively, “SMD”s), 261 of which are employment agreements with fixed terms ending between 2016 and 2024, while the other 149 contracts are of an at-will nature with no fixed term. Of the 261 written agreements with a fixed term, 253 provide that at the end of the initial term they automatically renew for successive year-to-year terms, unless either party provides advance written notice of non-renewal prior to commencement of the renewal term.

The employment agreements with SMDs generally provide for fixed salary and participation in incentive payment programs (which in some cases may be based on financial measures such as EBITDA), salary continuation benefits, accrued bonuses and other benefits beyond the termination date if such professional leaves our employ for specified reasons prior to the expiration date of the employment agreement. The length and amount of payments to be paid by us following the termination or resignation of a professional varies depending on whether the person resigned with or without “good reason” or was terminated by us with or without “cause,” retires or does not renew, died or became “disabled,” or was terminated as a result of a “change in control” (all such terms as defined in such SMD’s employment agreement). All of our written employment arrangements with SMDs include covenants providing for restrictions on the SMD’s ability to compete and solicit the employees of the Company following the end of their employment.

Loan and Equity Compensation

Employees, consultants and professionals who join us in connection with acquisitions or as new hires may receive retention or sign-on payments, on a case by case basis, through unsecured general recourse forgivable loans or other payments. We believe that the loan arrangements enhance our ability to attract and retain professionals. Some or all of the principal amount and accrued interest of the loans we make to employees and consultants will be forgiven by us, or their repayment will be funded by us through additional bonus compensation, upon the passage of time, provided that the professional is an employee or consultant on the forgiveness date. In addition, upon certain termination events, accrued interest and the outstanding principal balance may be forgiven, including upon death, disability and, in some cases, retirement or termination by the employer without cause or the employee with good reason, or the employee may be required to repay the unpaid accrued interest and outstanding principal balance upon certain other termination events such as voluntary resignation, as applicable to the specific loan. The value of the forgivable loans we have made, in the aggregate as well as on an individual basis, have been, and we anticipate will continue to be, significant. Our executive officers are not eligible to receive loans and no loans have been made to them.

Our executive officers, other members of senior management, outside directors, as well as employees and independent service providers, have received and will continue to receive equity awards, including stock option and share-based awards (including awards in the form of restricted stock, performance-based restricted stock units, deferred restricted stock units, and cash-settled stock appreciation rights and units), on a case-by-case basis, to the extent that shares are available under our stockholder approved equity compensation plans. The value of such equity and cash-based awards, in the aggregate, as well as on an individual basis, have been and are expected to continue to be significant.

Select SMDs may participate in other incentive compensation programs, such as our Senior Managing Director Incentive Compensation Program in the U.S., UK and Canada (the “ICP”) or the Key Senior Managing Director Incentive Plan (the “KSIP”), which provide for initial, and in the case of the ICP recurring, compensation. Employment arrangements under the ICP and KSIP are discussed below.

Select SMD Compensation Opportunities

The ICP and the KSIP are supplemental incentive compensation arrangements open only to select SMDs who are recommended by management and approved by the Compensation Committee of the Board of Directors of the Company. Effective January 2015, the ICP was closed to new participants and was replaced with the KSIP. SMDs previously admitted to the ICP continue to be eligible to receive annual recurring equity awards related to the deferral of a portion of each participant’s annual bonus award for the prior bonus year.

The benefits under the KSIP include an initial cash payment in the form of an initial unsecured general recourse forgivable loan and a restricted stock award, as well as future cash bonus opportunities, which are contingent upon the SMD entering into a new five-year employment agreement and agreeing to defer payment of one-third his or her annual performance-based discretionary bonus over a two-year term. ICP participants who enter the KSIP are required to forego future annual recurring equity awards under the ICP, which are not replicated in the KSIP. KSIP awards typically cliff-vest, 50% at the end of four or six years, with the balance vesting at the end of six or nine years, depending on the aggregate monetary value of the awards to such participant. All or portions of the awards may vest or forfeit upon different termination events.

As of December 31, 2015, there were 74 SMDs participating in the ICP and 17 SMDs participating in the KSIP (of which 12 were former ICP participants).

For the past five years, we have made the following aggregate forgivable loans and equity awards to (i) new participants entering the ICP, (ii) participants moving to higher participation levels within the ICP, (iii) participants receiving annual deferred bonus, restricted stock bonus and additional equity awards pursuant to the annual bonus matching features of the ICP, and (iv) participants in the KSIP:

<u>Year</u>	<u>Unsecured General Recourse Forgivable Loan Amounts (1)</u>	<u>Option Shares</u>	<u>Restricted Share- Based Awards</u>	<u>Cash Settled Stock Appreciation Rights</u>	<u>Cash Bonus Opportunity Awards</u>
	<u>(in thousands, except for share data)</u>				
2011	\$ 8,700	385,815	242,508	63,000	\$ —
2012	\$ 9,900	467,075	245,470	2,834	\$ —
2013	\$ 6,200	373,656	240,269	44,370	\$ —
2014	\$ 4,800	445,999	328,507	16,748	\$ —
2015	\$ 6,500	65,065	253,012	2,777	\$ 6,500

- (1) In 2011, 2012, 2013, 2014, and 2015, we also funded \$34.3 million, \$51.5 million, \$40.8 million, \$47.9 million and \$20.3 million, respectively, of unsecured forgivable loans and other loans to SMDs and other professionals outside of the ICP and KSIP. Our corporate officers are not eligible to receive loans of any kind.

Marketing

We rely primarily on our senior professionals to identify and pursue business opportunities. Referrals from clients, law firms and other intermediaries and our reputation from prior engagements are also key factors in securing new business. Our professionals often learn about new business opportunities from their frequent contacts and close working relationships with clients. In marketing our services, we emphasize our experience, the quality of our services and our professionals’ particular areas of expertise, as well as our ability to quickly staff new and large engagements. While we aggressively seek new business opportunities, we maintain high professional standards and carefully evaluate potential new client relationships and engagements before accepting them. We also employ or contract with sales professionals who are tasked primarily with marketing the services of our Corporate Finance & Restructuring, Forensic and Litigation Consulting, Strategic Communications and Technology segments.

Clients

During the year ended December 31, 2015, no single client accounted for more than 10% of our consolidated revenues. Our Technology segment had one client that individually accounted for 19% of its total revenues for the year ended December 31, 2015. No other reportable segment had a single client that accounted for more than 10% of its respective total revenues for the year ended December 31, 2015. The loss of this client by the Technology segment would not have a material adverse effect on FTI Consulting and our subsidiaries as a whole but could have a material adverse effect on such segment if that business was not quickly replaced. In some cases, we may have engagements through law firms that represent a larger percentage of our consolidated revenues or the revenues of a segment; however, each law firm engages us on behalf of multiple clients.

Competition

We compete with different companies or businesses of companies depending on the particular nature of a proposed engagement and the requested types of service(s) or the location of the client, or delivery of the service(s) or product(s). Our businesses are highly competitive. Our competitors include large organizations, such as the global accounting firms and large management and financial consulting companies, which offer a broad range of consulting services; investment banking firms; consulting and software companies, which offer niche services that are the same or similar to services or products offered by one or more of our segments; and small firms and independent contractors that provide one or more specialized services.

We compete primarily on the basis of the breadth of our services, the quality of our work, the prominence of our professionals, our geographic reach, our reputation and performance record, our specific industry expertise, our ability to staff multiple significant engagements across disciplines and industries in multiple locations, and our strong client relationships. Our Technology segment, and to a lesser extent our other segments, may also compete on price, although the critical nature of the services provided by our Corporate Finance & Restructuring, Forensic and Litigation Consulting and Economic Consulting segments typically makes price a secondary consideration with respect to those segments. Since our businesses depend in a large part on professional relationships, there are low barriers of entry for professionals, including our professionals, electing to work independently, start their own firms, or change employers.

Our Corporate Finance & Restructuring segment primarily competes with specialty boutiques providing restructuring, bankruptcy or M&A services, and to a lesser extent large investment banks and global accounting firms.

Our Forensic and Litigation Consulting segment primarily competes with other large consulting companies with service offerings similar to ours.

Our Economic Consulting segment primarily competes with individually recognized economists, specialty boutiques, and large consulting companies with service offerings similar to ours.

Our Technology segment primarily competes with consulting and/or software providers specializing in e-discovery, ESI and the management of electronic content. Competitors may offer products and/or services intended to address one piece or more of those areas. There continues to be significant consolidation of companies providing products and services similar to our Technology segment, through M&A and other transactions, which may provide competitors access to greater financial and other resources than those of the Company. This industry is subject to significant and rapid innovation. Larger competitors may be able to invest more in research and development or react more quickly to new regulatory or legal requirements and other changes and may be able to innovate more quickly and efficiently. Our Ringtail® software has been facing significant competition from competing software products that are offered to end-users on a commodity basis through licensing as opposed to our historical integrated product and consulting service offerings. In addition, companies compete aggressively against our Technology segment on the basis of price, particularly with respect to hosting and e-discovery services.

Our Strategic Communications segment competes with large public relations firms and boutique M&A and crisis management communications firms. Our Strategic Communications segment has been experiencing competitive downward fee pressure on higher margin types of engagements and fewer or smaller retainer relationships.

Some service providers are larger than we are and, on certain engagements, may have an advantage over us with respect to one or more competitive factors. Specialty boutiques or smaller local or regional firms, while not offering the range of services we provide, may compete with us on the basis of geographic proximity, specialty services or pricing advantages.

Patents, Licenses and Trademarks

We consider Ringtail®, Acuity® and other technologies and software to be proprietary and confidential. We have also developed other e-discovery integrated services using the Ringtail® brand, which we consider proprietary and confidential. We consider our TrialMax® comprehensive trial preparation software to be proprietary and confidential. The Ringtail® and TrialMax® software and technology are not protected by patents. We rely upon non-disclosure agreements and contractual agreements and internal controls, including confidentiality and invention disclosure agreements with our employees and independent contractors, and license agreements with third parties, to protect our proprietary information. Despite these safeguards, there is a risk that competitors may obtain and seek to use our IP.

We hold 77 U.S. patents and have 25 U.S. patent applications pending, and there are no pending U.S. provisional patent applications. We have filed 21 international patent applications under the Patent Cooperation Treaty all of which have entered the National phase. We hold 21 non-U.S. issued patents in Canada and Europe, and four non-U.S. patent applications pending in Canada and Europe. No additional patent applications have been issued or are pending in other countries. All of the above patents and patent applications cover various aspects of software of our Technology segment.

We have developed marketing language, such as “Critical Thinking at the Critical Time” and logos and designs that we have registered or taken steps to register and protect. In some cases, but not all, the trademarks have been registered in the U.S. and/or foreign jurisdictions, or, in some cases, applications have been filed and are pending. We use the FTI, Palladium and Compass-formative marks pursuant to co-existence, consent and/or settlement agreements with third parties. We believe we take the appropriate steps to protect our trademarks and brands.

We also rely upon non-disclosure, license and other agreements to protect our products and services.

Corporate Information

We incorporated under the laws of the State of Maryland in 1982. We are a publicly traded company with common stock listed on the New York Stock Exchange (“NYSE”), under the symbol “FCN.” Our executive offices are located at 1101 K Street NW, Washington, D.C. 20005. Our telephone number is 202-312-9100. Our website is <http://www.fticonsulting.com>.

Financial Information on Industry Segments and Geographic Areas

We manage and report operating results through five reportable segments. We also administratively manage our business through four geographic regions. See “Risk Factors — Risks Related to our Operations” for a discussion of risks related to international operations. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and Note 17 in the “Notes to Consolidated Financial Statements” for a discussion of revenues, net income and total assets by business segment and revenues for the U.S., UK, and all other foreign countries as a group.

Available Information

We make available, free of charge, on or through our website at www.fticonsulting.com, our annual, quarterly and current reports and any amendments to those reports, as well as our other filings with the SEC, as soon as reasonably practicable after electronically filing them with the SEC. Information posted on our website is not part of this Annual Report on Form 10-K or any other report filed with the SEC in satisfaction of the requirements of the Exchange Act. Copies of this Annual Report on Form 10-K as well as other periodic reports filed with the SEC may also be requested at no charge from our Corporate Secretary at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210, telephone number 410-591-4800.

ITEM 1A. RISK FACTORS

All of the following risks could materially and adversely affect our business, financial condition and results of operations. In addition to the risks discussed below and elsewhere in this Annual Report on Form 10-K, other risks and uncertainties not currently known to us or that we currently consider immaterial could, in the future, materially and adversely affect our business, financial condition, and financial results.

Risks Related to Our Reportable Segments

Changes in capital markets, M&A activity, and legal or regulatory requirements, general economic conditions, and monetary or political disruptions, as well as other factors beyond our control, could reduce demand for our practice offerings or services, in which case our revenues and profitability could decline.

Different factors outside of our control could affect demand for a segment's practices and our services. These include:

- fluctuations in U.S. and/or global economies, including economic recessions and the strength and rate of any general economic recoveries;
- the U.S. or global financial markets and the availability, costs and terms of credit and credit modifications;
- the level of leverage incurred by countries or businesses;
- M&A activity;
- over-expansion by businesses causing financial difficulties;
- business and management crises;
- new and complex laws and regulations or changes of enforcement of laws, rules and regulations;
- other economic or geographic factors; and
- general business conditions.

We are not able to predict the positive or negative effects that future events or changes to the U.S. or global economies will have on our business or the business of any particular segment. Fluctuations, changes and disruptions in financial, credit, M&A and other markets, political instability, and general business factors could impact various segment's operations and could affect such operations differently. Changes to factors described above, as well as other events, including by way of example, contractions of regional economies, or the economy of a particular country, monetary systems, banking, real estate and retail or other industries; debt or credit difficulties or defaults by businesses or countries; new or changes to legislation laws and regulations, including changes to the bankruptcy and competition laws of the U.S. or other countries; tort reform; banking reform; a decline in government enforcement, litigation or monetary damages or remedies that are sought; or political instability may have adverse effects on one or more of our segments or service, practice or industry offering.

Our revenues, operating income and cash flows are likely to fluctuate.

We experience fluctuations in our revenues and cost structure and the resulting operating income and cash flows, and expect that this will continue to occur in the future. We experience fluctuations in our annual and quarterly financial results, including revenues, operating income, and earnings per share for reasons that include the number, size, timing and duration of client engagements; the timing of revenue recognition under GAAP; utilization of revenue-generating professionals; the types of engagements we are working on at different times; the geographic locations of our clients or the location where services are rendered; billing rates and other fee arrangements; the length of billing and collection cycles; new hiring; business and asset acquisitions; and economic factors beyond our control. Our profitability is likely to decline if we experience declines in the number, size or duration or delays to the timing of client assignments and the utilization rates of our professionals; less profitable fee arrangements or discounting of fees; or increases in our receivable collection cycles. Our results are subject to seasonal and similar factors, such as during the fourth quarter when our professionals and our clients take vacations. We may also experience fluctuations in our operating income and related cash flows because of increases in employee compensation, including changes to our incentive compensation structure and the timing of incentive payments, which we generally pay during the first quarter of each year, or hiring or retention payments which are paid throughout the year. Also, the timing of investments or future acquisitions and the cost of integrating them may cause fluctuations in our financial results, including operating income and cash flows.

If we do not effectively manage the utilization of our professionals or billable rates, our financial results could decline.

Our failure to manage the utilization of our professionals who bill on an hourly basis or maintain or increase the hourly rates we charge our clients for our services, could result in adverse consequences, such as non- or lower-revenue-generating professionals, increased employee turn-over, fixed compensation expenses in periods of declining revenues, the inability to appropriately staff engagements, or special charges associated with reductions in staff or operations. Reductions in workforce or increases of billable rates will not necessarily lead to savings. In such event, our financial results may decline or be adversely impacted. A number of factors affect the utilization of our professionals. Some of these factors we cannot predict with certainty, including general economic and financial market conditions; the number, type, size and timing of client engagements; the level of demand for our services; appropriate professional staffing levels in light of changing client demands; utilization of professionals across segments and geographic regions; competition and acquisitions.

Segments may enter into engagements which involve more complicated non-time and material arrangements, such as fixed-fees and time and materials with caps. Failure to effectively manage professional hours and other aspects of alternative fee engagements may result in the costs of providing such services exceeding the fees collected by the Company. Failure to successfully complete or reach milestones with respect to contingent fee or success fee assignments may also lead to less revenue or the costs of providing services under those types of arrangements exceeding the fees collected by the Company.

Factors that could negatively affect utilization in our Corporate Finance & Restructuring segment include the completion of bankruptcy proceedings; the timing of the completion of other engagements; fewer and smaller restructuring (including bankruptcy) cases; a recovering or strong economy; easy credit availability; low interest rates; and fewer, smaller and less complex M&A activity or less capital markets activity. Factors that could negatively affect utilization in our Forensic and Litigation Consulting segment include the settlement of litigation; fewer and less complex legal disputes; fewer class action suits; the timing of the completion of engagements, less government regulation or fewer regulatory investigations and the timing of government investigations and litigation. Factors that could adversely affect utilization in our Economic Consulting segment include fewer or smaller, and less complex M&A activity; less capital markets activity or fewer complex transactions, a reduced number of regulatory filings and less litigation, reduced antitrust and competition regulation or enforcement; fewer government investigations and proceedings; and the timing of client utilization of our services. Our global expansion into or within locations where we are not well known or where demand for our services is not well developed could also contribute to low or lower utilization rates in certain locations. Our Technology segment derives revenue from consulting services, e-discovery services, software licensing fees, and the amount of data hosted for a client. Factors that could adversely affect our Technology segment's utilization include the settlement of litigation and a decline in and less complex litigation proceedings and governmental investigations. Our Strategic Communications segment derives some of its revenues from fixed fee and retainer based contracts. Factors that could adversely affect our Strategic Communications segment's utilization include a decline in M&A or capital markets activity; fewer event driven crises affecting businesses; fewer public securities offerings and general economic decline that may reduce certain discretionary spending by clients.

Our segments may face risks of fee non-payment, clients may seek to renegotiate existing fees and contract arrangements, and clients may not accept billable rate or price increases, which could result in loss of clients, fee write-offs, reduced revenues and less profitable business.

Our segments are engaged by certain clients who are experiencing or anticipate experiencing financial distress or are facing complex challenges that could result in financial liabilities. This may be true in light of general economic conditions; lingering effects of past economic slowdowns or recession; or business or operating specific reasons. Such clients may not have sufficient funds to continue operations or to pay for our services. We typically do not receive retainers before we begin performing services on a client's behalf in connection with a significant number of engagements in our segments. In the cases where we have received retainers, we cannot assure the retainers will adequately cover our fees for the services we perform on behalf of these clients. With respect to bankruptcy cases, bankruptcy courts have the discretion to require us to return all, or a portion of, our fees.

We have received requests to discount our fees or to negotiate lower rates for our services and to agree to contract terms relative to the scope of services and other terms that may limit the size of an engagement or our ability to pass through costs. We consider these requests on a case-by-case basis. We have been receiving these types of requests and negotiations more frequently and expect this to continue in the future. In addition, our clients and prospective clients may not accept rate increases that we put into effect or plan to implement in the future. Fee discounts, pressure to not increase or even decrease our rates, and less advantageous contract terms, could result in the loss of clients, lower revenues and operating income, higher costs, and less profitable engagements. More discounts or write-offs than we expect in any period would have a negative impact on our results of operations. There is no assurance that significant client engagements will be renewed or replaced in a timely manner or at all, or that they will generate the same volume of work or revenues, or be as profitable as past engagements.

The clients of certain of our services prefer fixed and other alternative fee arrangements that place cost ceilings or other limitations on our fee structure, or may shift more of our revenue generating potential to back end success fee or contingent fee arrangements. With respect to such alternative fee arrangements, we may discount our rates initially, which could mean that the cost of providing services exceeds the fees collected by the Company during all or a portion of the term of the engagement. In such cases, the Company's failure to manage the engagement efficiently or collect the success or performance fees could expose the Company to a greater risk of loss on such engagement than other fee arrangements, or may cause variations in the Company's revenues and operating results due to the timing of achieving the performance-based criteria, if achieved at all. A segment's ability to service clients with these fee arrangements at a cost that does not directly correlate to time and materials may negatively impact or result in a loss of the profitability of such engagement, adversely affecting the financial results of the segment. In addition, our Technology segment has experienced competition from companies providing similar services and competitors who offer competing services at lower costs.

Our Technology segment faces certain risks, including (i) industry consolidation and a heightened competitive environment, (ii) client concentration, (iii) downward pricing pressure, (iv) technology changes and obsolescence, (v) failure to protect client information against cyber-attacks, and (vi) failure to protect IP used by the segment, which individually or together could cause the financial results and prospects of this segment and the Company to decline.

Our Technology segment is facing significant competition from other consulting and/or software providers specializing in e-discovery, ESI and the management of electronic content. There continues to be significant consolidation of companies providing products and services similar to those offered by our Technology segment, which may provide competitors access to greater financial and other resources than those of the Company. This industry is subject to significant and rapid innovation. Larger competitors may be able to invest more in research and development, react more quickly to new regulatory or legal requirements and other changes, or innovate more quickly and efficiently. Our Ringtail® software has been facing significant competition from competing software products, which are offered on a commodity basis through licensing as opposed to our historical integrated product and consulting service offering.

Our Technology segment relies on a few clients for a greater proportion of its revenues than our other segments. For the year ended December 31, 2015, one client of our Technology segment accounted for approximately 19% of that segment's annual revenues.

Our Technology segment has been experiencing increasing competition from companies providing similar services at lower prices, particularly with respect to hosting and e-discovery services.

The success of our Technology segment and its ability to compete depends significantly on our technology and other IP, including our proprietary Ringtail® software, Acuity® e-discovery offering and other proprietary information and IP rights. The software and products of our Technology segment are subject to rapid technological innovation. There is no assurance that we will successfully develop new versions of our Ringtail® software or other products. Our software may not keep pace with necessary changes and innovation. There is no assurance that new, innovative or improved software or products will be developed, compete effectively with the software and technology developed and offered by competitors, be price competitive with other companies providing similar software or products, or be accepted by our clients or the marketplace. If our Technology segment is unable to develop and offer competitive software and products or is otherwise unable to capitalize on market opportunities, the impact could adversely affect our operating margins and financial results.

Our reputation for providing secure information storage and maintaining the confidentiality of proprietary, confidential and trade secret information is critical to the success of our Technology segment which hosts client information as a service. We routinely face cyber-based attacks and attempts by hackers and similar unauthorized users to gain access to or corrupt our information technology systems, which so far have been unsuccessful. Such attacks could disrupt our business operations, cause us to incur unanticipated losses or expenses, and result in unauthorized disclosures of confidential or proprietary information. We expect to continue to face such attempts. Although we seek to prevent, detect and investigate these network security incidents, and have taken steps to mitigate the likelihood of network security breaches, there can be no assurance that attacks by unauthorized users will not be attempted in the future or that our security measures will be effective.

We rely on a combination of copyrights, trademarks, patents, trade secrets, and confidentiality and other contractual provisions to protect our assets. Our Ringtail® software and related documentation are protected principally under trade secret and copyright laws, which afford only limited protection, and the laws of some foreign jurisdictions provide less protection for our proprietary rights than the laws of the U.S. Certain aspects of our Technology segment software are protected by patents granted in the U.S. and foreign jurisdictions. Unauthorized use and misuse of our IP by employees or third parties could have a material adverse effect on our business, financial condition and results of operations. The available legal remedies for unauthorized or misuse of our IP may not adequately compensate us for the damages caused by unauthorized use.

If we (i) fail to compete effectively, including by offering our software and services at a competitive price, (ii) are unable to keep pace with industry innovation and user requirements, (iii) are unable to replace clients or revenues as engagements end or are cancelled or the scope of engagements are curtailed, or (iv) are unable to protect our clients' or our own IP and proprietary information, the financial results and profitability of this segment and the Company would be adversely affected. There is no assurance that we can replace clients or the revenues from engagements, eliminate the costs associated with those engagements, find other engagements to utilize our professionals, develop competitive products or services that will be accepted or preferred by users, offer our products and services at competitive prices, or continue to maintain the confidentiality of our IP and the information of our clients.

We may not manage our growth effectively and our profitability may suffer.

We experience fluctuations in growth of our different segments, practices or services, including periods of rapid or declining growth. Periods of rapid expansion may strain our management team, or human resources and information systems. To manage growth successfully, we may need to add qualified managers and employees and periodically update our operating, financial and other systems, as well as our internal procedures and controls. We also must effectively motivate, train and manage a larger professional staff. If we fail to add or retain qualified managers, employees and contractors when needed, estimate costs, or manage our growth effectively, our business, financial results, and financial condition may suffer.

We cannot assure that we can successfully manage growth through acquisitions and the integration of the companies and assets we acquire or that they will result in the financial, operational and other benefits that we anticipate. Some acquisitions may not be immediately accretive to earnings and some expansion may result in significant expenditures.

In periods of declining growth, underutilized employees and contractors may result in expenses and costs being a greater percentage of revenues. In such situations, we will have to weigh the benefits of decreasing our workforce or limiting our service offerings and saving costs against the detriment that the Company could experience from losing valued professionals and their industry expertise and clients.

Risks Related to Our Operations

Our international operations involve special risks.

We operate in 28 countries in addition to the U.S. For the year ended December 31, 2015, we derived approximately 28% of our consolidated revenues from the work of professionals who are assigned to locations outside of the U.S. For the year ended December 31, 2015, approximately 56% of revenues of our Strategic Communications segment, 30% of revenues of our Corporate Finance & Restructuring segment, 28% of revenues of our Economic Consulting segment, 21% of revenues of our Forensic and Litigation Consulting segment, and 15% of revenues of our Technology segment were derived from the work of professionals who are assigned to locations outside of the U.S.

Our international operations involve financial and business risks that differ from or are in addition to those faced by our U.S. operations, including:

- cultural and language differences;
- limited "brand" recognition;
- different employment laws and rules, employment or service contracts, compensation methods, and social and cultural factors that could result in employee turnover, lower utilization rates, higher costs, and cyclical fluctuations in utilization, that could adversely affect financial and operating results;
- foreign currency disruptions and currency fluctuations between the U.S. dollar and foreign currencies that could adversely affect financial and operating results;
- different legal and regulatory requirements and other barriers to conducting business;
- greater difficulties in resolving the collection of receivables when legal proceedings are necessary;
- greater difficulties in managing our non-U.S. operations, including client relationships, in certain locations;
- disparate systems, policies, procedures, and processes;
- failure to comply with the FCPA and anti-bribery laws of other jurisdictions;
- higher operating costs;
- longer sales and/or collections cycles;

- restrictions or adverse tax consequences for the repatriation of earnings;
- potentially adverse tax consequences, such as trapped foreign losses and importation or withholding taxes;
- different or less stable political and/or economic environments; and
- civil disturbances or other catastrophic events that reduce business activity.

If we are not able to quickly adapt to or effectively manage our operations in geographic markets outside of the U.S., our business prospects and results of operations could be negatively impacted.

Failure to comply with governmental, regulatory and legal requirements or with our company-wide Code of Ethics and Business Conduct, Anti-Corruption Policy, Policy on Inside Information and Insider Trading, and other policies could lead to governmental or legal proceedings that could expose us to significant liabilities and damage our reputation.

We have a robust Code of Ethics and Business Conduct, Anti-Corruption Policy, Policy on Inside Information and Insider Trading, and other policies and procedures that are designed to educate and establish the standards of conduct that we expect from our executive officers, outside directors, employees and independent consultants and contractors. These policies require strict compliance with U.S. and local laws and regulations applicable to our business operations, including those laws and regulations prohibiting improper payments to government officials. In addition, as a corporation whose securities are registered under the Securities Act and publicly traded on the NYSE, our executive officers, outside directors, employees and independent contractors are required to comply with the prohibitions against insider trading of our securities. In addition, we impose certain restrictions on the trading of securities of our clients. Nonetheless, we cannot assure you that our policies, procedures and related training programs will ensure full compliance with all applicable legal requirements. Illegal or improper conduct by our executive officers, directors, employees, independent consultants or contractors, or others who are subject to our policies and procedures could damage our reputation in the U.S. and internationally, or lead to litigation or governmental or regulatory proceedings in the U.S. or foreign jurisdictions, which could result in civil or criminal penalties, including substantial monetary awards, fines and penalties, as well as disgorgement of profits.

We may be required to recognize goodwill impairment charges, which could materially affect our financial results.

We assess our goodwill, trade names and other intangible assets as well as our other long-lived assets as and when required by GAAP to determine whether they are impaired and, if they are, to record appropriate impairment charges. Factors we consider include significant under-performance relative to expected historical or projected future operating results and significant negative industry or economic trends. In the fourth quarter of 2012 and the third quarter of 2013, we recorded impairment charges to the carrying value of goodwill of our Strategic Communications segment of \$110.4 million and \$83.8 million, respectively. It is possible that we may be required to record significant impairment charges in the future relating to that or other segments. Such charges have had and could have an adverse impact on our results of operations.

Risks Related to Our People

Our failure to recruit and retain qualified professionals could negatively affect our financial results and our ability to staff client engagements, maintain relationships with clients and drive future growth.

We deliver sophisticated professional services to our clients. To attract and retain clients, we need to demonstrate professional acumen and build trust and strong relationships. Our professionals have highly specialized skills. They also develop strong bonds with the clients they serve. Our continued success depends upon our ability to attract and retain professionals who have expertise, reputations and client relationships critical to maintaining and developing our business. We face intense competition in recruiting and retaining highly qualified professionals to drive our organic growth and support expansion of our services and geographic footprint. We cannot assure that we will be able to attract or retain qualified professionals to maintain or expand our business. Moreover, competition has caused our costs of retaining and hiring qualified professionals to increase, a trend which could continue and could adversely affect our operating margins and financial results.

Despite fixed terms or renewal provisions, we could face retention issues during and at the end of the terms of those agreements and large compensation expenses to secure extensions. There is no assurance we will enter into new or extend employment agreements with SMDs. We monitor contract expirations carefully to commence dialogues with professionals regarding their employment in advance of the actual contract expiration dates. Our goal is to renew employment agreements when advisable and to stagger the expirations of the agreements if possible. Because of the concentration of contract expirations in certain years, we may experience high turnover or other adverse consequences, such as higher costs, loss of clients and engagements, or difficulty staffing engagements, if we are unable to renegotiate employment arrangements or the costs of retaining qualified professionals becomes too high. The implementation of or new compensation arrangements may result in the concentration of potential turnover in future years.

We incur substantial costs to hire and retain our professionals and we expect these costs to continue and grow.

We may pay hiring or retention bonuses to secure the services of professionals. Those payments have taken the forms of unsecured general recourse forgivable loans, stock option, restricted stock, cash-based stock appreciation rights and other equity- and cash-based awards, and cash payments to attract and retain our professional employees. We make forgivable loans to KSIP participants and may provide forgivable or other types of loans to new hires and professionals who join us in connection with acquisitions as well as to select current employees and other professionals on a case-by-case basis. The aggregate amount of loans to professionals is significant. Some or all of the principal amount and accrued interest of the loans we make to employees will be forgiven by us, or we will fund the repayment through special bonus compensation, upon the passage of time, provided that the professional is an employee or consultant on the forgiveness date, and upon other specified events, such as death, disability, termination by us without cause, termination by the employee or consultant with good reason, retirement or contract non-renewal, as may be applicable to the relevant employment agreement or loan grant. We expect to continue issuing unsecured general recourse forgivable loans.

We also provide significant additional payments under the KSIP and annual recurring equity or cash awards under the ICP and other compensation programs, including awards in the form of restricted stock and other stock- or cash-based awards or, alternatively, cash if we do not have adequate equity securities available under stockholder-approved equity plans.

In addition, our Economic Consulting segment has contracts with select economists or professionals that provide for compensation equal to such individual's annual collected client fees plus a percentage of the annual fees generated by junior professionals working on engagements managed by such professionals, which results in compensation expense for that segment being a higher percentage of revenues and EBITDA than the compensation paid by other segments. We expect that these arrangements will continue and that the Company may enter into similar arrangements with other economists and professionals hired by the Company.

We have engaged in a major change effort that has resulted in, and may lead to turnover of executive officers and other leaders.

We rely heavily on our executive officers, the leaders of our segments and our regional, practice and industry leaders to manage our operations for the success of our business. Given the highly specialized nature of our services and products and the scale of our operations, our executive officers and other leaders must have a thorough understanding of our service, product and industry offerings, as well as the skills and experience necessary to manage a large organization in diverse geographic locations. At the same time, key initiatives associated with the Company's change efforts to improve performance have required or resulted in changes in our leadership. Since January of 2014, we have had several voluntary departures and turned over a number of executives and other senior leadership positions, including:

- Chief Executive Officer
- General Counsel
- Chief Financial Officer
- Regional Chairmen – North America (position eliminated); Latin America and EMEA
- Operating segment leadership (Technology, co-leader Corporate Finance)
- Key Industries (Health Solutions)

It is possible that further changes in leadership will occur as the Company continues to develop and evolve its business strategy. We are unable to predict with certainty the impact that executive officer and leadership transitions may have on our business operations, prospects, financial results, client relationships, retention of key professionals and other employees or morale.

Professionals may leave our Company to form or join competitors and we may not have, or may choose not to pursue, legal recourse against such professionals.

Our professionals typically have close relationships with the clients they serve, based on their expertise and bonds of personal trust and confidence. Therefore, the barriers to our professionals pursuing independent business opportunities or joining our competitors should be considered low. Although our clients generally contract for services with us as a company, and not with individual professionals, in the event that professionals leave, such clients may decide that they prefer to continue working with a professional rather than with our Company. Substantially all of our written employment arrangements with our SMDs include non-competition and non-solicitation covenants. These restrictions have generally been drafted to comply with state "reasonableness" standards. However, states generally interpret restrictions on competition narrowly and in favor of employees. Therefore, a state may hold certain restrictions on competition to be unenforceable. In the case of employees outside of the U.S., we draft non-competition provisions in an effort to comply with applicable foreign law. In the event an employee departs and acts in a way that we believe violates his or her non-competition or non-solicitation agreement, we will consider any legal remedies we may have against such

person on a case-by-case basis. We may decide that preserving cooperation and a professional relationship with the former employee or client, or other concerns, outweigh the benefits of any possible legal recourse. We may also decide that the likelihood of success does not justify the costs of pursuing a legal remedy. Therefore, there may be times we may decide not to pursue legal action, even if it is available to us.

Risks Related to Our Client Relationships

If we are unable to accept client engagements due to real or perceived relationship issues, our revenues, growth, client engagements, and prospects may be negatively affected.

Our inability to accept engagements from existing or prospective clients, represent multiple clients in connection with the same or competitive engagements, or any requirement that we resign from a client engagement, may negatively impact our revenues, growth, and financial results. While we follow internal practices to assess real and potential issues in the relationships between and among our clients, engagements, segments, practices and professionals, such concerns cannot always be avoided. For example, we generally will not represent parties adverse to each other in the same matter. Under U.S. federal bankruptcy rules, we generally may not represent both a debtor and its creditors in the same proceeding, and we are required to notify the U.S. Trustee of real or potential conflicts. Even if we begin a bankruptcy-related engagement, the U.S. Trustee could find that we no longer meet the disinterestedness standard because of real or potential changes in our status as a disinterested party, and order us to resign, which could result in disgorgement of fees. Acquisitions may require us to resign from a client engagement because of relationship issues that are not currently identifiable. In addition, businesses that we acquire or employees who join us may not be free to accept engagements they could have accepted prior to our acquisition or hire because of relationship issues.

Claims involving our services could harm our overall professional reputation and our ability to compete and attract business or hire or retain qualified professionals.

Our engagements involve matters that may result in a severe impact on a client's business, cause the client a substantial monetary loss, or prevent the client from pursuing business opportunities. Our ability to attract new clients and generate new and repeat engagements or hire professionals depends upon our ability to maintain a high degree of client satisfaction, as well as our reputation among industry professionals. As a result, any claims against us involving the quality of our services may be more damaging than similar claims against businesses in other industries.

We may incur significant costs and may lose engagements as a result of claims by our clients regarding our services.

Many of our engagements involve complex analysis and the exercise of professional judgment, including litigation and governmental investigatory matters where we act as experts. Therefore, we are subject to the risk of professional and other liabilities. Although we believe we maintain an appropriate amount of insurance, it is limited. Damages and/or expenses resulting from any successful claim against us, for indemnity or otherwise, in excess of the amount of insurance coverage, will be borne directly by us and could harm our profitability and financial resources. Any claim by a client or a third party against us could expose us to reputational issues that adversely affect our ability to attract new or maintain existing engagements or clients or qualified professionals or other employees, consultants or contractors.

Our clients may terminate our engagements with little or no notice and without penalty, which may result in unexpected declines in our utilization and revenues.

Our engagements center on transactions, disputes, litigation and other event-driven occurrences that require independent analysis or expert services. Transactions may be postponed or cancelled, litigation may be settled or be dismissed, and disputes may be resolved, in each case with little or no prior notice to us. If we cannot manage our work in process, our professionals may be underutilized until we can reassign them or obtain new engagements, which can adversely affect financial results.

The engagement letters that we typically enter into with clients do not obligate them to continue to use our services. Typically, our engagement letters permit clients to terminate our services at any time without penalties. In addition, our business involves large client engagements that we staff with a substantial number of professionals. At any time, one or more client engagements may represent a significant portion of a segment's revenues. For the year ended December 31, 2015, one client of our Technology segment accounted for approximately 19% of that segment's annual revenues. If we are unable to replace clients or revenues as engagements end, clients unexpectedly cancel engagements with us or curtail the scope of our engagements, and we are unable to replace the revenues from those engagements, eliminate the costs associated with those engagements or find other engagements to utilize our professionals, the financial results and profitability of the Company could be adversely affected.

We may not have, or may choose not to pursue, legal remedies against clients who terminate their engagements.

The engagement letters that we typically have with clients do not obligate them to continue to use our services and permit them to terminate the engagement without penalty at any time. Even if the termination of an ongoing engagement by a client could constitute a breach of the client's engagement agreement, we may decide that preserving the overall client relationship is more important than seeking damages for the breach, and for that or other reasons, decide not to pursue any legal remedies against a client, even though such remedies may be available to us. We make the determination whether to pursue any legal actions against a client on a case-by-case basis.

Failures of our internal information technology systems controls or compromise of confidential or proprietary client or company information could damage our reputation, harm our businesses and adversely impact our results of operations.

Our reputation for providing secure information storage and maintaining the confidentiality of proprietary, confidential and trade secret information is critical to the success of our businesses, especially our Technology segment which hosts client information as a service. We routinely face cyber-based attacks and attempts by hackers and similar unauthorized users to gain access to or corrupt our information technology systems, which so far have been unsuccessful. Such attacks could disrupt our business operations, cause us to incur unanticipated losses or expenses, and result in unauthorized disclosures of confidential or proprietary information. We expect to continue to face such attempts. Although we seek to prevent, detect and investigate these network security incidents, and have taken steps to mitigate the likelihood of network security breaches, there can be no assurance that attacks by unauthorized users will not be attempted in the future or that our security measures will be effective.

In addition, the Company's own confidential and proprietary information and that of our clients could be compromised, whether intentionally or unintentionally, by our employees, consultants or vendors. A successful breach and compromise of the security of our information technology systems leading to theft or misuse of our own or our clients' proprietary or confidential information, or the public disclosure or use of such information by others, could result in losses, third party claims against us and reputational harm, including the loss of clients.

If our reputation is damaged due to a data security breach or theft or compromise of confidential or proprietary information, our ability to attract new engagements and clients may be impaired or we may be subjected to damages or penalties, which could negatively impact our businesses, financial condition or results of operations. In addition, if our reputation is damaged, we may become less competitive, which could negatively impact our businesses, financial condition or results of operations.

Governmental focus on data privacy and security could increase our costs of operations.

In reaction to publicized incidents in which electronically stored personal and other information has been lost, accessed or stolen, or transmitted by or to third parties without permission, U.S. and non-U.S. governmental authorities have adopted, proposed, or are considering proposing or adopting, data security and/or data privacy statutes or regulations. Continued governmental focus on data security and privacy may lead to additional legislative and regulatory action, which could increase the complexity of doing business in the U.S. or the applicable jurisdiction. The increased emphasis on information security and the requirements to comply with applicable U.S. and foreign data security and privacy laws and regulations may increase our costs of doing business and negatively impact our results of operations.

Risks Related to Competition

If we fail to compete effectively, we may miss new business opportunities or lose existing clients and our revenues and profitability may decline.

The market for some of our consulting services is highly competitive. We do not compete against the same companies across all of our segments, practices, services, industries or geographic regions. Instead we compete with different companies or businesses of companies depending on the particular nature of a proposed engagement and the types of requested service(s) and the location of the client or delivery of the service(s). Our operations are highly competitive.

Our competitors include large organizations, such as the global accounting firms and the large management and financial consulting companies that offer a broad range of consulting services; investment banking firms; IT consulting and software companies, which offer niche services that are the same or similar to services or products offered by one or more of our segments; and small firms and independent contractors that focus on specialized services. Some of our competitors have significantly more financial resources, a larger national or international presence, larger professional staffs and greater brand recognition than we do. Some have lower overhead and other costs and can compete through lower cost service offerings.

Since our business depends in large part on professional relationships, our business has low barriers of entry for professionals electing to start their own firms or work independently. In addition, it is relatively easy for professionals to change employers.

If we cannot compete effectively or if the costs of competing, including the costs of retaining and hiring professionals, become too expensive, our revenue growth and financial results could be negatively affected and may differ materially from our expectations.

We may face competition from parties who sell us their businesses and from professionals who cease working for us.

In connection with our acquisitions, we generally obtain non-solicitation agreements from the professionals we hire, as well as non-competition agreements from senior managers and professionals. The agreements prohibit such individuals from competing with us during the term of their employment and for a fixed period afterwards, and seeking to solicit our employees or clients. In some cases, but not all, we may obtain non-competition or non-solicitation agreements from parties who sell us their business or assets. The duration of post-employment non-competition and non-solicitation agreements typically range from six- to 12-months. Non-competition agreements with the sellers of businesses or assets that we acquire typically continue longer than 12-months. Certain activities may be carved out of, or otherwise may not be prohibited by, these arrangements. We cannot assure that one or more of the parties from whom we acquire assets or a business, or who do not join us or leave our employment, will not compete with us or solicit our employees or clients in the future. States and foreign jurisdictions may interpret restrictions on competition narrowly and in favor of employees or sellers. Therefore, certain restrictions on competition or solicitation may be unenforceable. In addition, we may not pursue legal remedies if we determine that preserving cooperation and a professional relationship with the former employee or his clients, or other concerns, outweigh the benefits of any possible legal recourse or the likelihood of success does not justify the costs of pursuing a legal remedy. Such persons, because they have worked for our Company or a business that we acquire, may be able to compete more effectively with us, or be more successful in soliciting our employees and clients, than unaffiliated third parties.

Risks Related to Acquisitions

Prior to 2014, a substantial amount of our growth resulted from acquisitions. Since that time, we have not pursued an acquisition strategy on the same scale. We will consider future strategic or opportunistic acquisitions. In those cases some or all of the following risks would be applicable.

We may have difficulty integrating acquisitions or convincing clients to allow assignment of their engagements to us, which can reduce the benefits we receive from acquisitions.

The process of managing and integrating acquisitions into our existing operations may result in unforeseen operating difficulties and may require significant financial, operational and managerial resources that would otherwise be available for the operation, development and organic expansion of our existing operations. To the extent that we misjudge our ability to integrate and properly manage acquisitions, we may have difficulty achieving our operating, strategic and financial objectives.

Acquisitions also may involve a number of special financial, business and operational risks, such as:

- difficulties in integrating diverse corporate cultures and management styles;
- disparate policies and practices;
- client relationship issues;
- decreased utilization during the integration process;
- loss of key existing or acquired personnel;
- increased costs to improve or coordinate managerial, operational, financial and administrative systems;
- dilutive issuances of equity securities, including convertible debt securities, to finance acquisitions;
- the assumption of legal liabilities;
- future earn-out payments or other price adjustments; and
- potential future write-offs relating to the impairment of goodwill or other acquired intangible assets, or the revaluation of assets.

In addition to the integration challenges mentioned above, our acquisitions of non-U.S. companies offer distinct integration challenges relating to foreign laws and governmental regulations, including tax and employee benefit laws, and other factors relating to operating in countries other than the U.S., which we have addressed above in the discussion regarding the difficulties we may face operating globally.

Asset transactions may require us to seek client consents to the assignment of their engagements to us or a subsidiary. All clients may not consent to assignments. In certain cases, such as government contracts and bankruptcy engagements, the consents of clients cannot be solicited until after the acquisition has closed. Further, such engagements may be subject to security clearance requirements or bidding provisions with which we might not be able to comply. There is no assurance that clients of the acquired entity or local, state, federal or foreign governments will agree to novate or assign their contracts to us.

The Company may also hire groups of selected professionals from another company. In such event there may be restrictions on the ability of the professionals who join the Company to compete and work on client engagements. In addition, the Company may enter into arrangements with the former employers of those professionals regarding limitations on their work until any time restrictions pass. In such circumstances, there is no assurance that the Company will enter into mutually agreeable arrangements with any former employer and the utilization of such professionals may be limited and our financial results could be negatively affected until their restrictions end. The Company could also face litigation risks from group hires.

We may be unable to take advantage of opportunistic acquisition situations, which may adversely affect our ability to expand or diversify our business.

At the time an acquisition opportunity presents itself, internal and external pressures (including, but not limited to, competition for such acquisition, the cost of such acquisition, borrowing capacity under our senior secured bank revolving credit facility (our “Senior Bank Credit Facility”) or the availability and cost of alternative financing), may cause us to be unable to pursue or complete an acquisition.

An acquisition may not be accretive in the near term or at all.

Competitive market conditions may require us to pay prices that represent a higher multiple of revenues or profits for an acquisition. As a result of these competitive dynamics, costs of the acquisition, or other factors, certain acquisitions may not be accretive to our overall financial results at the time of the acquisition or at all.

We may have a different system of governance and management from the companies we acquire or their parents, which could cause professionals who join us from acquired companies to leave us.

Our governance and management practices and policies will not mirror the policies and practices of acquired companies or their parents. In some cases, different management practices and policies may lead to workplace dissatisfaction on the part of professionals who join our Company. Some professionals may choose not to join our Company or leave after joining us. Existing professionals may leave us as well. The loss of key professionals may harm our business and results of operations and cause us not to realize the anticipated benefits of the acquisition.

Due to fluctuations in our stock price, acquisition candidates may be reluctant to accept shares of our common stock as purchase price consideration, use of our shares as purchase price consideration may be dilutive, or the owners of certain companies we seek to acquire may insist on stock price guarantees.

We may structure acquisitions to pay a portion of the purchase price in shares of our common stock. The number of shares issued as consideration is typically based on an average closing price per share of our common stock for a number of days prior to the closing of such acquisition. We believe that payment in the form of shares of common stock of FTI Consulting, Inc. provides the acquired entity and its principals with a vested interest in the future success of the acquisition and the Company. Stock market volatility, generally, or FTI Consulting, Inc.’s stock price volatility, specifically, may result in acquisition candidates being reluctant to accept our shares as consideration. In such cases, we may have to issue more shares, if stock constitutes part of the consideration, pay the entire purchase price in cash, or negotiate an alternative price structure. The result may be an increase in the cost of an acquisition.

Certain past acquisition related agreements have contained stock price guarantees that resulted in cash payments in the future if the price per share of FTI Consulting, Inc. common stock fell below a specified per share market value on the date restrictions lapse. There is no assurance that an acquisition candidate will not negotiate stock price guarantees, with respect to a future acquisition, which may increase the costs of such acquisition.

Risks Related to our Indebtedness

Our leverage could adversely affect our financial condition or operating flexibility and prevent us from fulfilling our obligations under our outstanding 2022 Notes, Senior Bank Credit Facility and other outstanding indebtedness.

Our total consolidated long-term indebtedness as of December 31, 2015 was approximately \$500.0 million under our 6% Senior Notes due 2022 (the “2022 Notes”) and our Senior Bank Credit Facility. As of December 31, 2015 we had \$348.6 million of undrawn availability under our Senior Bank Credit Facility.

Our level of indebtedness could have important consequences on our future operations, including:

- making it more difficult for us to satisfy our payment and other obligations under the 2022 Notes or other outstanding indebtedness from time to time;
- resulting in an event of default if we fail to comply with the financial and other covenants contained in the indenture governing the 2022 Notes, the terms of our Senior Bank Credit Facility or other outstanding debt agreements in effect from time to time;
- accelerating indebtedness and enforcing cross default provisions among the 2022 Notes, the Senior Bank Credit Facility and applicable other indebtedness that may be outstanding from time to time;
- permitting the lenders under our Senior Bank Credit Facility to foreclose on the assets securing such indebtedness;
- subjecting us to the risk of increased sensitivity to interest rate increases on our indebtedness with variable interest rates under the Senior Bank Credit Facility;
- reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions, and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industries in which we operate, and the general economy; and
- placing us at a competitive disadvantage compared to our competitors that have less indebtedness or are less leveraged.

Our business may not generate sufficient cash flow from operations and future borrowings may not be available to us under our Senior Bank Credit Facility or otherwise in an amount sufficient to enable us to pay our indebtedness or to fund our other liquidity needs.

Despite our current level of indebtedness, we and our subsidiaries may still incur significant additional indebtedness, which could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. The terms of the indenture governing the 2022 Notes and our Senior Bank Credit Facility, limit, but do not prohibit, us from incurring additional indebtedness and do not prevent us from incurring other liabilities that do not constitute indebtedness. In addition, the indenture that governs the 2022 Notes allows our domestic subsidiaries that guarantee the 2022 Notes and the Senior Bank Credit Facility to guarantee additional indebtedness, from time to time. The indenture for the 2022 Notes also permits us to incur certain other additional secured debt, which would be effectively senior to the 2022 Notes. Our ability to incur additional indebtedness may have the effect of reducing the amounts available to pay amounts due with respect to our indebtedness. If we incur new indebtedness or other liabilities, the related risks that we and our subsidiaries now face could intensify.

We may not be able to generate sufficient cash to service our indebtedness, and we may be forced to take other actions to satisfy our payment obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our indebtedness depends on our future performance, including the performance of our subsidiaries, which will be affected by financial, business and economic conditions and other factors. We will not be able to control many of these factors, such as the general economy, economic conditions in the industries in which we operate, and competitive pressures. Our cash flow may not be sufficient to allow us to pay principal and interest on our indebtedness and to meet our other obligations. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In addition, the terms of existing or future debt agreements, including our Senior Bank Credit Facility and the indenture that governs the 2022 Notes, may restrict us from pursuing any of these alternatives.

In the event that we need to refinance all or a portion of our outstanding indebtedness before maturity or as it matures, we may not be able to obtain terms as favorable as the terms of our existing indebtedness or refinance our existing indebtedness at all. If interest rates or other factors existing at the time of refinancing result in higher interest rates upon refinancing, we will incur higher interest expense. Furthermore, if any rating agency changes our credit rating or outlook, our debt and equity securities could be negatively affected, which could adversely affect our financial condition and results of operations.

Our indebtedness is guaranteed by substantially all of our domestic subsidiaries and will be required to be guaranteed by future domestic subsidiaries, including those that join us in connection with acquisitions.

Substantially all of our U.S. subsidiaries guarantee our obligations under our 2022 Notes and Senior Bank Credit Facility and substantially all of their assets are pledged as collateral for the Senior Bank Credit Facility. Future U.S. subsidiaries will be required to provide similar guarantees and, in the case of the Senior Bank Credit Facility, similar security. If we default on any guaranteed indebtedness, our U.S. subsidiaries could be required to make payments under their guarantees, and our senior secured creditors could foreclose on their assets to satisfy unpaid obligations, which would materially adversely affect our business and financial results.

Our variable rate indebtedness will subject us to interest rate risk, which could cause our annual debt service obligations to increase significantly.

Borrowings under our Senior Bank Credit Facility will be at variable rates of interest, which expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our cash flow could be adversely affected. An increase in debt service obligations under our variable rate indebtedness could affect our ability to make payments required under the terms of the Senior Bank Credit Facility, 2022 Notes or our other indebtedness outstanding from time to time.

The covenants in our Senior Bank Credit Facility and the indenture governing our 2022 Notes impose restrictions that may limit our operating and financial flexibility.

The Senior Bank Credit Facility includes negative covenants that may, subject to exceptions, limit our ability and the ability of our subsidiaries to, among other things:

- create, incur, or assume certain liens;
- make certain investments and loans;
- create, incur, or assume additional indebtedness or guarantees;
- engage in M&As, consolidations, sale-leasebacks and other asset sales and dispositions;
- pay dividends or redeem or repurchase our capital stock;
- alter the business that we and our subsidiaries conduct;
- engage in certain transactions with affiliates;
- modify the terms of certain indebtedness, including the indenture governing the 2022 Notes;
- prepay, redeem or purchase certain indebtedness, including the 2022 Notes; and
- make material changes to accounting and reporting practices.

In addition, the Senior Bank Credit Facility includes financial covenants that require us (i) not to exceed a maximum leverage ratio, (ii) not to exceed a maximum senior secured leverage ratio, and (iii) to maintain a minimum fixed charge coverage ratio.

The indenture governing the 2022 Notes contains a number of significant restrictions and covenants that may limit our ability and our subsidiaries' ability to, among other things:

- incur or guarantee additional indebtedness;
- make certain restricted payments;
- create or incur certain liens;
- create restrictions on the payment of dividends or other, distributions to us from our restricted subsidiaries;
- engage in certain sale and leaseback transactions;

- transfer all or substantially all of our assets or the assets of any restricted subsidiary or enter into merger or consolidation transactions with third parties; and
- engage in certain transactions with affiliates.

Operating results below a certain level or other adverse factors, including a significant increase in interest rates, could result in us being unable to comply with certain covenants. If we violate these covenants and are unable to obtain waivers, our indebtedness under the indenture, the Senior Bank Credit Facility or other applicable agreement could be declared in default and could be accelerated, which could permit, in the case of secured debt, the lenders to foreclose on our assets securing the debt thereunder. If the indebtedness is accelerated, we may not be able to repay our debt or borrow sufficient funds to refinance it. Even if we are able to obtain new financing, it may not be on commercially reasonable terms or on terms that are acceptable to us. If our debt is in default for any reason, our cash flows, results of operations or financial condition could be materially and adversely affected. In addition, complying with these covenants may also cause us to take actions that are not favorable to holders of the 2022 Notes and may make it more difficult for us to successfully execute our business strategy and compete against companies that are not subject to such restrictions.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our executive offices located in Washington, D.C. consist of 95,767 square feet under a lease expiring November 2021. Under leases expiring August 2017, we lease 53,474 square feet of office space for our principal corporate facilities located in Annapolis, Maryland. We also lease offices to support our operations in 36 other cities across the U.S., including New York, Chicago, Denver, Houston, Dallas, Los Angeles, and San Francisco, and we lease office space to support our international locations in 28 countries — the United Kingdom, Ireland, France, Germany, Spain, Belgium, Denmark, Russia, Australia, Switzerland, Netherlands, China (including Hong Kong), Japan, Singapore, the United Arab Emirates, Korea, South Africa, Argentina, Brazil, Colombia, Panama, Mexico, Canada, Indonesia, India, Qatar, the Cayman Islands and the British Virgin Islands. We believe our existing facilities are adequate to meet our current requirements and that suitable space will be available as needed.

ITEM 3. LEGAL PROCEEDINGS

From time to time in the ordinary course of business, we are subject to claims, asserted or unasserted, or named as a party to lawsuits or investigations. Litigation, in general, and IP and securities litigation in particular, can be expensive and disruptive to normal business operations. Moreover, the results of legal proceedings cannot be predicted with any certainty and in the case of more complex legal proceedings, such as IP and securities litigation, the results are difficult to predict at all. We evaluate litigation claims and legal proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, we establish reserves and/or disclose the relevant litigation claims or legal proceedings, as appropriate. These assessments and estimates are based on the information available to management at the time and involve a significant amount of management judgment. Actual outcomes or losses may differ materially from those anticipated at the time. We currently are not aware of any asserted or unasserted legal proceedings or claims that we believe would have a material adverse effect on our financial condition or results of our operations.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Price of and Dividends on Our Common Equity and Related Stockholder Matters

Market Information. Our common stock trades on the NYSE under the symbol “FCN.” The following table lists the high and low sale prices per share for our common stock based on the closing sales price as reported on the NYSE for the periods indicated.

Quarter Ended	2015		2014	
	High	Low	High	Low
March 31	\$ 40.97	\$ 36.21	\$ 41.76	\$ 28.51
June 30	\$ 43.64	\$ 37.41	\$ 38.01	\$ 29.30
September 30	\$ 43.55	\$ 38.72	\$ 38.01	\$ 34.91
December 31	\$ 45.66	\$ 33.62	\$ 41.09	\$ 33.30

Number of Stockholders of Record. As of January 31, 2016, the number of holders of record of our common stock was 205.

Dividends. We have not declared or paid any cash dividends on our common stock to date and we currently do not anticipate paying any cash dividends on our shares of common stock in the foreseeable future. We intend to retain our earnings, if any, to finance the expansion of our business, to make acquisitions, for general corporate purposes or to repurchase shares of our common stock. Moreover, our Senior Bank Credit Facility and the indenture governing our 2022 Notes restrict our ability to pay dividends. See Note 12 — “Long-Term Debt” to our consolidated financial statements for more information.

Securities Authorized for Issuance under Equity Compensation Plans

The following table lists information regarding outstanding stock options and authorized shares of common stock reserved for future issuances under our equity compensation plans as of December 31, 2015. None of the plans have outstanding warrants or rights other than options and cash-based stock appreciation rights, except for stock-based awards, including shares of restricted and unrestricted stock or units and performance restricted or unrestricted stock or units, and deferred stock awards, including stock units and restricted stock units. We have not issued any shares of our common stock to employees as compensation under plans that have not been approved by our security holders, except for employment inducement awards granted to certain executive officers at the time they were hired pursuant to Rule 303A.08 of the NYSE. The number of securities to be issued upon exercise of outstanding options, warrants and rights included in Column (a) of the following table excludes:

- 9,945 shares of common stock issued as unvested stock-based awards under our 2004 Long-Term Incentive Plan (as Amended and Restated Effective as of May 14, 2008) (the “2004 Plan”);
- 19,490 shares of common stock issued as unvested stock-based awards under our 2006 Global Long-Term Incentive Plan (as Amended and Restated Effective as of May 14, 2008) (the “2006 Plan”);
- 1,068,852 shares of common stock issued as unvested stock-based awards, including restricted stock awards, performance-based restricted stock and unit awards, stock units and restricted stock unit awards, under our 2009 Omnibus Incentive Compensation Plan (as Amended and Restated Effective as of June 3, 2015) (the “2009 Omnibus Plan”);
- 137,895 shares of common stock sold under our 2007 Employee Stock Purchase Plan, as Amended and Restated (the “ESPP”), and 1,255,735 shares deregistered with the SEC on January 30, 2009 upon termination of our ESPP effective January 1, 2009; and
- 31,305 shares of common stock issued as unvested restricted stock awards as employment inducement awards (“Inducement Awards”), as approved by the Compensation Committee of the Company’s Board of Directors on July 30, 2014. The remaining 38,290 unissued shares were deregistered with the SEC on October 7, 2014.

Equity Compensation Plan Information as of December 31, 2015

Plan Category	(a)	(b)	(c)
	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a))
(in thousands, except per share data)			
Equity compensation plans approved by our security holders	3,271 (1)	\$ 41.45	1,760 (3)
Equity compensation plans not approved by our security holders	149 (2)	36.75	—
Total	3,420	\$ 41.25	1,760

- (1) Includes up to 245,542 shares of common stock issuable upon vesting and exercise of outstanding stock options granted under our 2004 Plan; up to 976,172 shares of common stock issuable upon vesting and exercise of outstanding stock options granted under our 2006 Plan; and up to 2,048,871 shares of common stock issuable upon vesting and exercise of outstanding stock options granted under our 2009 Omnibus Plan.
- (2) Includes up to 148,944 shares of common stock issuable upon vesting and exercise of outstanding stock options granted under our Inducement Awards to new executive officer hires pursuant to Rule 303.08 of the NYSE.
- (3) Includes 55,597 shares of common stock available for issuance under our 2006 Plan, none of which may be issued as stock-based awards, and 1,704,898 shares of common stock available for issuance under our 2009 Omnibus Plan, all of which are available for stock-based awards (including deferred stock unit and restricted stock unit awards).

Issuances of Unregistered Securities

Not Applicable.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The following table provides information with respect to purchases we made of our common stock during the fourth quarter of 2015.

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value that May Yet Be Purchased Under the Program (4)
(in thousands, except per share data)				
October 1 through October 31, 2015	—	\$ —	—	\$ —
November 1 through November 30, 2015	1 (1)	\$ 36.45	29 (2)	\$ 48,969
December 1 through December 31, 2015	5 (1)	\$ 34.72	736 (3)	\$ 23,469
Total	6		765	

- (1) Represents shares of common stock withheld to cover payroll tax withholdings related to the lapse of restrictions on restricted stock.
- (2) In November 2015, our Board of Directors authorized a six-month stock repurchase program of up to \$50.0 million (the “2015 Repurchase Program”). During the month ended, November 30, 2015, we repurchased and retired 28,700 shares of common stock, at an average per share price of \$36.25, for an aggregate cost of \$1.0 million.
- (3) During the month ended December 31, 2015, we repurchased and retired 735,845 shares of common stock, at an average per share price of \$34.84 under the 2015 Repurchase Program, for an aggregate cost of \$25.5 million.
- (4) At December 31, 2015, a balance of approximately \$23.5 million remained available for share repurchases under the 2015 Repurchase Program.

ITEM 6. SELECTED FINANCIAL DATA

We derived the selected financial data presented below for the periods or dates indicated from our consolidated financial statements. The data below should be read in conjunction with our consolidated financial statements, related notes and other financial information appearing in “— Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “— Item 8. Financial Statements and Supplementary Data.”

A number of factors have caused our results of operations and financial position to vary significantly from one year to the next and can make it difficult to evaluate period-to-period comparisons because of a lack of comparability. The most significant of these factors are as follows:

Acquisitions

Our results of operations and financial position were impacted by our acquisition activities. The results of operations for acquired businesses have been included in our results of operations since the date of their acquisitions.

Goodwill Impairment Charge

There were no goodwill impairment charges during the years ended December 31, 2015 and 2014.

For the years ended December 31, 2013 and 2012, we recorded an \$83.8 million and \$110.4 million goodwill impairment charge related to the Strategic Communications segment, respectively. The impairment charges were non-cash in nature and did not affect the Company’s current liquidity, cash flows, borrowing capability or operations. These charges are further described under “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations”, and in “Note 10. Goodwill and Other Intangible Assets” in the Consolidated Financial Statements under “Item 8. Financial Statements and Supplementary Data.”

Special Charges

There were no special charges recorded during the year ended December 31, 2015.

During the year ended December 31, 2014, we recorded special charges totaling \$16.3 million, of which \$0.7 million was non-cash. The charges reflect the contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments of former executive officers, the termination of the Company’s corporate airplane lease, the closure of the Company’s former West Palm Beach executive office and related lease termination, and updated forecasts of expected sublease income for corporate and segment offices previously vacated.

During the year ended December 31, 2013, we recorded special charges totaling \$38.4 million, of which \$14.1 million was non-cash. The charges reflect certain executive leadership transition costs, costs related to actions we took to realign our workforce to address current business demands impacting our Corporate Finance & Restructuring and Forensic and Litigation Consulting segments, and to reduce certain corporate overhead within our EMEA region.

During the year ended December 31, 2012, we recorded special charges of \$29.6 million, of which \$5.0 million was non-cash. The charges reflect actions we took to realign our workforce to address current business demands and global macro-economic conditions impacting our Forensic and Litigation Consulting, Strategic Communications and Technology segments, to address certain targeted practices within our Corporate Finance & Restructuring and Economic Consulting segments, and to reduce excess real estate capacity. These actions included the termination of 116 employees, the consolidation of leased office space within nine office locations and certain other actions.

During the year ended December 31, 2011, we recorded special charges of \$15.2 million, of which \$4.8 million was non-cash. The charges reflect actions we took to reduce overhead in connection with the realignment of certain senior management on a global basis and to align our workforce with expected market trends, primarily in our Corporate Finance & Restructuring segment.

Stockholders' Equity

2015 stock repurchase program

On November 5, 2015, our Board of Directors authorized a six month stock repurchase program of up to \$50 million (the "2015 Repurchase Program"). During the year ended December 31, 2015, we repurchased and retired 764,545 shares of our common stock for an average price per share of \$34.68, at a total cost of \$26.5 million, which was paid in full in 2015.

2012 stock repurchase program

On June 6, 2012, our Board of Directors authorized a two-year stock repurchase program of up to \$250.0 million (the "2012 Repurchase Program"). During the year ended December 31, 2013, we repurchased and retired 1,956,900 shares of our common stock for an average price per share of \$36.35, at a cost of \$71.1 million, of which \$4.4 million was accrued and included in the Condensed Consolidated Balance Sheet, and \$66.7 million was paid at December 31, 2013. In January 2014, we paid the balance due of \$4.4 million on our 2013 share repurchases. No shares were repurchased during the year ended December 31, 2014. The 2012 Repurchase Program expired on June 5, 2014.

Income Statement and Balance Sheet Data

	Year Ended December 31,				
	2015	2014	2013	2012	2011
	(in thousands, except per share data)				
INCOME STATEMENT DATA					
Revenues	\$ 1,779,149	\$ 1,756,212	\$ 1,652,432	\$ 1,576,871	\$ 1,566,768
Operating Expenses					
Direct cost of revenues	1,171,444	1,144,757	1,042,061	980,532	956,908
Selling, general and administrative expenses	432,668	433,845	394,681	378,016	373,295
Special charges	—	16,339	38,414	29,557	15,212
Acquisition-related contingent consideration	(1,200)	(1,676)	(10,869)	(3,064)	(6,465)
Amortization of other intangible assets	11,726	15,521	22,954	22,407	22,371
Goodwill impairment charge	—	—	83,752	110,387	—
	1,614,638	1,608,786	1,570,993	1,517,835	1,361,321
Operating income	164,511	147,426	81,439	59,036	205,447
Interest income and other	3,232	4,670	1,748	5,659	6,304
Interest expense	(42,768)	(50,685)	(51,376)	(56,731)	(58,624)
Loss on early extinguishment of debt	(19,589)	—	—	(4,850)	—
Income before income tax provision	105,386	101,411	31,811	3,114	153,127
Income tax provision	39,333	42,604	42,405	40,100	49,224
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)	\$ (36,986)	\$ 103,903
Earnings (loss) per common share—basic	\$ 1.62	\$ 1.48	\$ (0.27)	\$ (0.92)	\$ 2.53
Earnings (loss) per common share—diluted	\$ 1.58	\$ 1.44	\$ (0.27)	\$ (0.92)	\$ 2.39
Weighted average number of common shares outstanding					
Basic	40,846	39,726	39,188	40,316	41,131
Diluted	41,729	40,729	39,188	40,316	43,473
	December 31,				
	2015	2014	2013	2012	2011
	(in thousands)				
BALANCE SHEET DATA					
Cash and cash equivalents	\$ 149,760	\$ 283,680	\$ 205,833	\$ 156,785	\$ 264,423
Working capital (1)(2)	\$ 394,548	\$ 489,749	\$ 392,841	\$ 366,563	\$ 285,371
Total assets (3)	\$ 2,229,018	\$ 2,391,599	\$ 2,324,927	\$ 2,256,877	\$ 2,398,694
Long-term debt, net, including current portion	\$ 494,772	\$ 699,404	\$ 703,684	\$ 708,085	\$ 784,570
Stockholders' equity	\$ 1,147,603	\$ 1,102,746	\$ 1,042,259	\$ 1,068,232	\$ 1,106,202

(1) Working capital is defined as current assets less current liabilities.

- (2) As more fully described in “Note 2. New Accounting Standards” in the Consolidated Financial Statements, we adopted FASB Accounting Standards Update (“ASU”) 2015-17 – Income Taxes (Topic 740). In this table, working capital has been reduced for the impact of reclassifying current deferred tax assets to non-current deferred tax liabilities by \$27.3 million, \$26.7 million, and \$3.6 million as of December 31, 2014, 2013, and 2012, respectively, and working capital for 2011 has been increased by \$12.3 million for the reclassification of current deferred tax liabilities to non-current deferred tax liabilities.
- (3) As more fully described in “Note 2. New Accounting Standards” in the Consolidated Financial Statements, we adopted ASU 2015-03 and ASU 2015-15. In this table, total assets and long-term debt, net, including current portion have both been reduced for the impact of reclassifying unamortized debt issue costs from non-current assets to a deduction from long-term debt by \$11.6 million, \$13.3 million, \$15.0 million, and \$12.4 million as of December 31, 2014, 2013, 2012, and 2011, respectively. Additionally, total assets have been reduced for the impact of reclassifying current deferred tax assets to non-current deferred tax liabilities in 2014 through 2012 as described above.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following is a discussion and analysis of our consolidated financial condition, results of operations, liquidity and capital resources for each of the three years in the period ended December 31, 2015 and significant factors that could affect our prospective financial condition and results of operations. This discussion should be read in conjunction with our consolidated financial statements and notes included in "— Item 8. Financial Statements and Supplementary Data." Historical results and any discussion of prospective results may not indicate our future performance.

Business Overview

We are a global business advisory firm dedicated to helping organizations protect and enhance their enterprise value. We work closely with our clients to help them anticipate, understand, manage and overcome complex business matters arising from such factors as the economy, financial and credit markets, governmental regulation and legislation and litigation. We assist clients in addressing a broad range of business challenges, such as restructuring (including bankruptcy), capital market issues and indebtedness, interim business management, forensic accounting and litigation matters, international arbitrations, M&A, antitrust and competition matters, securities litigation, e-discovery, management and retrieval of ESI, reputation management and strategic communications. We also provide services to help our clients take advantage of economic, regulatory, financial and other business opportunities. Our experienced teams of professionals include many individuals who are widely recognized as experts in their respective fields. We believe clients retain us because of our recognized expertise and capabilities in highly specialized areas as well as our reputation for satisfying client needs.

We report financial results for the following five reportable segments:

Our **Corporate Finance & Restructuring ("Corporate Finance")** segment focuses on the strategic, operational, financial and capital needs of businesses around the world and provides consulting and advisory services on a wide range of areas, such as restructuring (including bankruptcy), interim management, financings, M&As, M&A integration, valuations and tax issues, as well as financial, operational and performance improvement. Our distressed service offerings generally include corporate restructurings and our non-distressed generally includes all other services mentioned above.

Our **Forensic and Litigation Consulting ("FLC")** segment provides law firms, companies, government clients and other interested parties with dispute advisory, investigations, forensic accounting, business intelligence assessments, data analytics and risk mitigation services as well as interim management and performance improvement services for our health solutions practice clients.

Our **Economic Consulting** segment provides law firms, companies, government entities and other interested parties with analysis of complex economic issues for use in legal, regulatory and international arbitration proceedings, strategic decision making and public policy debates in the U.S. and around the world.

Our **Technology** segment provides e-discovery and information governance, hosting and consulting services and software to its clients. It provides products, services and consulting to companies, law firms, courts and government agencies worldwide. Its comprehensive suite of software and services help clients locate, review and produce ESI, including e-mail, computer files, voicemail, instant messaging, cloud and social media data, as well as financial and transactional data.

Our **Strategic Communications** segment provides advice and consulting services relating to financial and corporate communications, investor relations, reputation management, brand communications, public affairs, business consulting, digital design and marketing.

We derive substantially all of our revenues from providing professional services to both U.S. and global clients. Most of our services are rendered under time-and-expense arrangements that obligate the client to pay us a fee for the hours that we incur at agreed upon rates. Under this arrangement, we typically bill our clients for reimbursable expenses, which may include the cost of producing our work product and other direct expenses that we incur on behalf of the client, such as travel costs. We also render services for which certain clients may be required to pay us a fixed fee or recurring retainer. These arrangements are generally cancellable at any time. Some of our engagements contain performance-based arrangements in which we earn a success fee when and if certain predefined outcomes occur. This type of success fee may supplement a time-and-expense or fixed-fee arrangement. Success fee revenues may cause variations in our revenues and operating results due to the timing of achieving the performance-based criteria. In our Technology segment, certain clients are also billed based on the amount of data stored on our electronic systems, the volume of information processed or the number of users licensing our Ringtail® software products for use or installation within their own environments. We license certain products directly to end users as well as indirectly through our channel partner relationships. Unit-based revenue is defined as revenue billed on a per-item, per-page, or some other unit-based method and includes revenue from data processing and hosting, software usage and software licensing. Unit-based revenue includes revenue associated with our proprietary

software that is made available to customers, either via a web browser (“on-demand”) or installed at our customer or partner locations (“on-premise”). On-demand revenue is charged on a unit or monthly basis and includes, but is not limited to, processing and review related functions. On-premise revenue is comprised of up-front license fees, with recurring support and maintenance. Seasonal factors, such as the timing of our employees’ and clients’ vacations and holidays, impact the timing of our revenues.

Our financial results are primarily driven by:

- the number, size and type of engagements we secure;
- the rate per hour or fixed charges we charge our clients for services;
- the utilization rates of the revenue-generating professionals we employ;
- the number of revenue-generating professionals;
- fees from clients on a retained basis or other;
- licensing of our software products and other technology services;
- the types of assignments we are working on at different times;
- the length of the billing and collection cycles; and
- the geographic locations of our clients or locations in which services are rendered.

We define acquisition growth as revenue of acquired companies in the first twelve months following the effective date of an acquisition. Our definition of organic growth is the change in revenue excluding the impact of all such acquisitions.

When significant, we identify the estimated impact of foreign currency translation driven by our businesses with functional currencies other than the U.S. dollar, on the period-to-period performance results. The estimate impact of foreign currency translation is calculated as the difference between the prior period results multiplied by the average foreign currency exchange rates in the current period and the prior period results multiplied by the average foreign currency rates in the prior period.

Non-GAAP Measures

In the accompanying analysis of financial information, we sometimes use information derived from consolidated and segment financial information that is not presented in our financial statements and prepared in accordance with GAAP. Certain of these measures are considered “non-GAAP financial measures” under the SEC rules. Specifically, we have referred to:

- Segment Operating Income (Loss)
- Total Segment Operating Income (Loss)
- Adjusted EBITDA
- Adjusted Segment EBITDA
- Total Adjusted Segment EBITDA
- Adjusted EBITDA Margin
- Adjusted Segment EBITDA Margin
- Adjusted Net Income
- Adjusted Earnings per Diluted Share

We define Segment Operating Income (Loss) as a segment’s share of consolidated operating income (loss). We define Total Segment Operating Income (Loss) as the total of Segment Operating Income (Loss) for all segments, which excludes unallocated corporate expenses. We use Segment Operating Income (Loss) for the purpose of calculating Adjusted Segment EBITDA. We define Adjusted EBITDA as consolidated net income (loss) before income tax provision, other non-operating income (expense), depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt. We define Adjusted Segment EBITDA as a segment’s share of consolidated operating income (loss) before depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. We define Total Adjusted Segment EBITDA as the total of Adjusted Segment EBITDA for all segments, which excludes unallocated corporate expenses. We define Adjusted EBITDA Margin as Adjusted EBITDA as a percentage of total revenues. We define Adjusted Segment EBITDA Margin as Adjusted Segment EBITDA as

a percentage of a segment's share of revenue. We use Adjusted Segment EBITDA to internally evaluate the financial performance of our segments because we believe it is a useful supplemental measure which reflects current core operating performance and provides an indicator of the segment's ability to generate cash. We also believe that these measures, when considered together with our GAAP financial results, provide management and investors with a more complete understanding of our operating results, including underlying trends, by excluding the effects of remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. In addition, EBITDA is a common alternative measure of operating performance used by many of our competitors. It is used by investors, financial analysts, rating agencies and others to value and compare the financial performance of companies in our industry. Therefore, we also believe that these measures, considered along with corresponding GAAP measures, provide management and investors with additional information for comparison of our operating results to the operating results of other companies.

We define Adjusted Net Income and Adjusted Earnings per Diluted Share ("Adjusted EPS") as net income (loss) and earnings per diluted share, respectively, excluding the impact of remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt. We use Adjusted Net Income for the purpose of calculating Adjusted EPS. Management uses Adjusted EPS to assess total company operating performance on a consistent basis. We believe that this measure, when considered together with our GAAP financial results, provides management and investors with a more complete understanding of our business operating results, including underlying trends, by excluding the effects of the remeasurement of acquisition-related contingent consideration, special charges, goodwill impairment charges and losses on early extinguishment of debt.

Non-GAAP financial measures are not defined in the same manner by all companies and may not be comparable to other similarly titled measures of other companies. Non-GAAP financial measures should be considered in addition to, but not as a substitute for or superior to, the information contained in our Consolidated Statements of Comprehensive Income. Reconciliations of GAAP to non-GAAP financial measures are included elsewhere in this filing.

Full Year 2015 Executive Highlights

Financial Highlights

	Year Ended December 31,		
	2015	2014	% Growth
	(dollar amounts in thousands, except per share amounts)		
Revenues	\$ 1,779,149	\$ 1,756,212	1.3%
Special charges (1)	\$ —	\$ 16,339	-100.0%
Loss on early extinguishment of debt (1)	\$ 19,589	\$ —	100.0%
Adjusted EBITDA	\$ 205,762	\$ 210,552	-2.3%
Net income	\$ 66,053	\$ 58,807	12.3%
Earnings per common share — diluted	\$ 1.58	\$ 1.44	9.7%
Adjusted earnings per common share — diluted	\$ 1.84	\$ 1.64	12.2%
Net cash provided by operating activities	\$ 139,920	\$ 135,401	3.3%
Total number of employees at December 31	4,634	4,404	5.2%

(1) Excluded from non-GAAP measures.

Revenues

Revenues increased \$22.9 million, or 1.3% to from 2014 to 2015. Revenues increased \$72.0 million, or 4.1%, excluding a 2.8% estimated negative impact from foreign currency translation. A prior year acquisition contributed \$7.4 million of the year-over-year growth. The remaining increase in revenues primarily resulted from higher demand for North America distressed engagements in our Corporate Finance segment, partially offset by reduced demand for cross-border investigations and financial services litigations in our Technology segment.

Special Charges

There were no special charges for the year ended December 31, 2015. Special charges for the year ended December 31, 2014 were \$16.3 million. See "Special Charges" in "Item 6. – Selected Financial Information" for an expanded discussion.

Adjusted EBITDA

Adjusted EBITDA decreased \$4.8 million, or 2.3%, from 2014 to 2015. Adjusted EBITDA decreased \$2.2 million, or 1.1%, excluding a 1.2% estimated negative impact from foreign currency translation. Adjusted EBITDA was unfavorably impacted by underutilization with increased billable headcount in the Forensics and Litigation Consulting segment, and lower demand in our Technology segment, partially offset by improved demand for restructuring services at higher realized prices in our Corporate Finance & Restructuring segment.

Loss on early extinguishment of debt

In order to more effectively utilize the Company's growing cash balances, maintain financial flexibility and reduce interest expense, we retired \$400 million principal amount of 6 ¾% Senior Notes due in 2020 (the "2020 Notes") during 2015. We recognized a \$19.6 million loss on early extinguishment of debt for 2015, consisting primarily of a redemption premium of \$14.3 million and a \$4.9 million non-cash write-off of unamortized deferred financing costs. The impact of early extinguishment of debt is excluded from calculation of Adjusted EBITDA.

Net Income

Net income increased \$7.2 million, or 12.3% from 2014 to 2015. This increase was driven by the business results described above, as well as lower interest expense due to the debt restructuring completed in the third quarter, and lower income tax expense due to the mix of earnings in the current year and a \$4.6 million charge for a valuation reserve on deferred tax assets related to net operating losses in the Company's Australia business which was recorded in 2014. Partially offsetting these increases was the \$11.9 million loss on early extinguishment of debt (net of taxes) that was recorded in the third quarter of 2015.

Earnings (loss) per diluted share and Adjusted Earnings Per Share

Earnings per diluted share increased \$0.14 to \$1.58 in 2015 compared to \$1.44 in 2014.

Adjusted earnings per diluted share, which excludes the impact of special charges, loss on early extinguishment of debt, and the remeasurement of acquisition-related contingent consideration, increased \$0.20 to \$1.84 in 2015 compared to \$1.64 in 2014.

Liquidity & Capital Allocation

Cash balances decreased by \$133.9 million, or 47.2%, to \$149.8 million for the year ended December 31, 2015. Cash provided by operating activities increased \$4.5 million to \$139.9 million in 2015 as compared to \$135.4 million in 2014. The increase was primarily due to lower forgivable loan funding, higher cash collections, lower payments for income taxes and other operating expenses partially offset by increased payments for compensation in the year ended December 31, 2015. Days Sales outstanding ("DSO") at December 31, 2015 was 97 days unchanged from DSO at December 31, 2014. DSO is a measure used to assess how quickly revenues are collected by the Company. We calculate DSO at the end of each reporting period by dividing net accounts receivable reduced by billings in excess of services provided, by revenue for the quarter, adjusted for changes in foreign exchange rates. We multiply the result by the number of days in the quarter.

During the third quarter of 2015, we purchased \$192.9 million of the 2020 Notes through a tender offer and redeemed \$207.1 million of the 2020 Notes for a total of \$414.7 million using \$164.7 million of cash on hand and \$250 million of borrowings under our Senior Bank Credit Facility. Subsequent to the debt tender offer and redemption, we repaid \$50 million of the borrowings under our Senior Bank Credit Facility. In addition, we repaid the final \$11.0 million in notes payable to former shareholders of acquired businesses in 2015. Financing activities in 2015 also included the repurchase and retirement of 764,545 shares of our common stock for an average price per share of \$34.68, at a total cost of \$26.5 million. Our Board of Directors authorized a stock repurchase program of up to \$50 million at any time prior to May 5, 2016. As of December 31, 2015, we have \$23.5 million available under this program to purchase additional shares.

Strategic Initiatives

As a result of an ongoing strategic review of the Technology segment, the Company has taken actions to realign its workforce to address current business demands and position itself for future growth. These actions include the termination of approximately 50 employees, representing approximately 10% of the segment's current workforce. We estimate the impact of these actions will result in a pre-tax income charge of approximately \$4.5 million to \$5.5 million, which will be recorded as a special charge in the first quarter of 2016.

Headcount

As of December 31, 2015, our total headcount of 4,634 increased by 230 from 4,404 as of December 31, 2014.

We increased the net number of non-billable employees by 58, from 1,060 as of December 31, 2014 to 1,118 as of December 31, 2015. Billable headcount additions for the year-ended December 31, 2015 are referenced in the table below.

Billable Headcount	Corporate Finance & Restructuring	Forensic and Litigation Consulting (1)	Economic Consulting	Technology	Strategic Communications	Total
December 31, 2014	706	1,154	574	344	566	3,344
Additions (reductions), net	132	(23)	25	5	33	172
December 31, 2015	838	1,131	599	349	599	3,516
Percentage change in headcount from prior year	18.7%	-2.0%	4.4%	1.5%	5.8%	5.1%

(1) There were 86 revenue-generating professionals as of December 31, 2014 related to a business in Latin America that was disposed of during 2015. Excluding these professionals, the total number of revenue-generating professionals of our Forensic and Litigation Consulting segment would be 1,068 as of December 31, 2014, resulting in a net increase of 63 professionals (increase of 5.9%) during 2015.

Critical Accounting Policies

General. Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which we have prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. We evaluate our estimates, including those related to allowance for doubtful accounts and unbilled services, goodwill, share based compensation, income taxes and contingencies on an ongoing basis. We base our estimates on current facts and circumstances, historical experience and on various other assumptions that we believe are reasonable. These results form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

We believe that the following critical accounting policies reflect our more significant judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition. Revenue is recognized when persuasive evidence of an arrangement exists, the related services are provided, the price is fixed or determinable and collectability is reasonably assured. If at the outset of an arrangement we determine that the arrangement fee is not fixed or determinable, revenue is deferred until all criteria for recognizing revenue are met. Provisions are recorded for the estimated realization adjustments on all engagements, including engagements for which fees are subject to review by the bankruptcy courts and other regulatory institutions. If the client is in bankruptcy, fees for our services may be subject to approval by the court. In some cases, a portion of the fees to be paid to us by a client is required by a court to be held until completion of our work and final fee settlements have been negotiated. We make a determination whether to record all or a portion of such holdback as revenue prior to collection on a case-by-case basis. We generate the majority of our revenues from providing professional services under four types of billing arrangements: time-and-expense, fixed-fee, performance-based and unit-based.

Time-and-expense billing arrangements require the client to pay based on the number of hours worked by our revenue-generating professionals at contractually agreed-upon rates. We recognize revenues for our professional services rendered under time-and-expense engagements based on the hours incurred at agreed-upon rates as work is performed. In some cases, time-and-expense arrangements are subject to a cap, in which case we assess work performed on a periodic basis to ensure that the cap has not been exceeded.

In fixed-fee billing arrangements, we agree to a pre-established fee in exchange for a pre-determined set of professional services. Generally, the client agrees to pay a fixed fee over the specified contract term. These contracts are for varying periods and generally permit the client to cancel the contract before the end of the term. We recognize revenues for our professional services rendered under these fixed-fee billing arrangements monthly over the specified contract term or, in certain cases, revenue is recognized on the proportional performance method of accounting based on the ratio of labor hours incurred to estimated total labor hours, which we consider to be the best available indicator of the pattern and timing in which such contract obligations are fulfilled.

In performance-based or contingent billing arrangements, fees are tied to the attainment of contractually defined objectives. Often this type of arrangement supplements a time-and-expense or fixed-fee engagement, where payment of a performance-based fee is deferred until the conclusion of the matter or upon the achievement of performance-based criteria. We do not recognize revenues under performance-based billing arrangements until all related performance criteria are met and collection of the fee is reasonably assured.

In our Technology segment, unit-based revenues are based on either the amount of data stored or processed, the number of concurrent users accessing the information, or the number of pages or images processed for a client. We recognize revenues for our professional services rendered under unit-based engagements as the services are provided based on agreed-upon rates. We also generate certain revenue from software licenses and maintenance. We have vendor-specific objective evidence of fair value for support and maintenance separate from software for the majority of our products. Accordingly, when licenses of certain offerings are included in an arrangement with support and maintenance, we recognize the license revenue upon delivery of the license and recognize the support and maintenance revenue over the term of the maintenance service period. Substantially all of our software license agreements do not include any acceptance provisions. If an arrangement allows for customer acceptance of the software, we defer revenue until the earlier of customer acceptance or when the acceptance provisions lapse. Revenues from hosting fees are recognized based on the units used over the term of the hosting agreement. We have certain arrangements with clients in which we provide multiple elements of services under one engagement contract. Revenues under these types of arrangements are accounted for in accordance ASC 605-25, *Multiple-Element Arrangements*, and recognized pursuant to the criteria described above.

Some clients pay us retainers before we begin work for them. We hold retainers on deposit until we have completed the work. We generally apply these retainers to final billings and refund any excess over the final amount billed to clients, as appropriate.

Reimbursable expenses, including those relating to travel, out-of-pocket expenses, outside consultants and other similar costs, are generally included in revenues, and an equivalent amount of reimbursable expenses is included in costs of services in the period in which the expense is incurred. Revenues recognized, but not yet billed to clients and amounts billed to clients in advance of work being performed have been recorded as “Unbilled receivables” and “Billings in excess of services provided”, respectively, in the Consolidated Balance Sheets.

Allowance for Doubtful Accounts and Unbilled Services. We maintain an allowance for doubtful accounts and unbilled services for estimated losses resulting from disputes that affect our ability to fully collect our billed accounts receivable, potential fee reductions negotiated by clients or imposed by bankruptcy courts as well as the inability of clients to pay our fees. Even if a bankruptcy court approves our services, the court has the discretion to require us to refund all or a portion of our fees due to the outcome of the case or a variety of other factors. We estimate the allowance for all receivable risks by reviewing the status of each matter and recording reserves based on our experience and knowledge of the particular client and historical collection patterns. However, our actual experience may vary significantly from our estimates. If the financial condition of our clients were to deteriorate, resulting in their inability or unwillingness to pay our fees, or bankruptcy courts require us to refund certain fees, we may need to record additional allowances or write-offs in future periods. This risk related to a client’s inability to pay may be partially mitigated to the extent that we may receive retainers from some of our clients prior to performing services.

We record adjustments to the allowance for doubtful accounts and unbilled services as a reduction in revenue when there are changes in estimates of fee reductions that may be imposed by bankruptcy courts and other regulatory institutions, for both billed and unbilled receivables. The allowance for doubtful accounts and unbilled services is also adjusted after the related work has been billed to the client and we later discover that collectability is not reasonably assured. These adjustments are recorded to “Selling, general and administrative expense” on the Consolidated Statements of Comprehensive Income (Loss), and totaled \$15.6 million, \$18.3 million, and \$13.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Goodwill and Other Intangible Assets. Goodwill represents the purchase price of acquired businesses in excess of the fair market value of net assets acquired. Other intangible assets include trade names, customer relationships, non-competition agreements and software.

We test our goodwill and other indefinite-lived intangible assets for impairment annually as of the first day of the fourth quarter or whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. On a quarterly basis, we monitor the key drivers of fair value to detect events or other changes that would warrant an interim impairment test of our goodwill and intangible assets. Factors we consider important that could trigger an interim impairment review include, but are not limited to, the following:

- significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of our use of the acquired asset or the strategy for our overall business;
- a significant market decline related to negative industry or economic trends; and/or
- our market capitalization relative to net carrying value.

We assess our goodwill for impairment using a fair value approach at the reporting unit level. The goodwill impairment test is a two-step process, if necessary. The provisions for the accounting standard of goodwill provide an entity with the option to assess qualitative factors to determine whether the existence of events or circumstances leads to the determination that it is more-likely-than-not that the fair value of a reporting unit is less than its carrying amount. This qualitative assessment is referred to as a “step zero” approach. If, based on the review of the qualitative factors, an entity determines it is not more-likely-than-not that the fair value of a reporting unit is less than its carrying value, the entity may skip the two-step impairment test required by prior accounting guidance. If an entity determines otherwise, Step 1 of the two-step impairment test is required. Step 1 involves determining whether the estimated fair value of the reporting units exceeds the respective carrying value. If the fair value exceeds the carrying value, goodwill of that reporting unit is not impaired. However, if the carrying value exceeds the fair value of the reporting unit, goodwill may be impaired and additional analysis is required. Step 2 of the goodwill impairment test compares the implied fair value of a reporting unit’s goodwill to its carrying value. The implied fair value of goodwill is derived by performing a hypothetical purchase price allocation for the reporting unit as of the measurement date, allocating the reporting unit’s estimated fair value to its net assets and identifiable intangible assets. The residual amount from performing this allocation represents the implied fair value of goodwill. To the extent this amount is below the carrying value of goodwill, an impairment charge is recorded.

In performing Step 1 of the goodwill impairment test, we compare the carrying amount of our reporting units to their estimated fair values. We estimate fair value using a combination of market approaches and discounted cash flows (an income approach), using appropriate weighting factors. We evaluate the reasonableness of the fair value calculations of our reporting units by reconciling the total of the fair values of all of our reporting units to our total market capitalization, taking into account a reasonable control premium for our industry.

In the market approach, we utilize market multiples derived from comparable guideline companies and comparable market transactions to the extent available. These valuations are based on estimates and assumptions, including projected future cash flows and the determination of appropriate market comparables and determination of whether a premium or discount should be applied to such comparables.

The cash flows employed in the income approach are based on our most recent budgets, forecasts and business plans, as well as various growth rate assumptions for years beyond the current business plan period, discounted using an estimated weighted average cost of capital (“WACC”) based on our assessment of the risk inherent in the future revenue streams and cash flows and our WACC. The WACC is comprised of (1) a risk free rate of return, (2) an equity risk premium that is based on the rate of return on equity of publicly traded companies with business characteristics comparable to our reporting units, (3) the current after-tax market rate of return on debt of companies with business characteristics similar to our reporting units, each weighted by the relative market value percentages of our equity and debt, and (4) an appropriate size premium.

The process of evaluating the potential impairment of goodwill is highly subjective and requires significant judgment and estimates, as our businesses operate in a number of markets and geographical regions. The assumptions utilized in the evaluation of the impairment of goodwill under the market approach include the selection of comparable or “guideline” companies, which are subject to change based on the economic characteristics of our reporting units and the selection of reference transactions, if any, for which a fair value impact may be assessed based on market prices realized in an actual transaction. The assumptions utilized in the evaluation of the impairment of goodwill under the income approach include revenue growth and EBITDA (earnings before interest expense, income taxes, depreciation and amortization), tax rates, capital expenditures, WACC and related discount rates and expected long-term growth rates. The assumptions which have the most significant effect on our valuations derived using the income approach are: (1) the expected long-term growth rate of our reporting units’ cash flows and (2) the discount rate. There can be no assurance that the estimates and assumptions used in our goodwill impairment testing will prove to be accurate predictions of the future. If our assumptions regarding forecasted cash flows are not achieved or market conditions significantly deteriorate, we may be required to record goodwill impairment charges in future periods, whether in connection with our next annual impairment test or prior to that, if a triggering event occurs outside of the quarter during which the annual goodwill impairment test is performed. It is not possible at this time to determine if any future impairment charge would result or, if it does, whether such charge would be material.

For the 2015 annual goodwill impairment test performed as of the Company’s measurement date of October 1, 2015, we utilized the quantitative tests described above for each of our reporting units. Based on the results of Step 1 of our goodwill impairment analysis, we determined that the estimated fair values of each of our reporting units significantly exceeded their respective carrying values and no further impairment testing was required. While the results of our 2015 annual goodwill impairment test indicate that none of our reporting units are at risk for impairment, the amount by which the estimated fair value of our Technology segment exceeded its carrying value declined considerably from the amount of excess estimated fair value over carrying value as of October 1, 2014, the date of our previous goodwill impairment test. Significant reductions to our current estimates of cash flows for our reporting units, declines in the market participant multiples for comparable companies and reference transactions in the market could result in an impairment of goodwill in the future.

In the third quarter of 2013, in addition to reduced levels of M&A activity, our Strategic Communications segment experienced pricing pressure for certain discretionary communications services, including initial public offering support services where there is volume but also increasing competition. These factors compressed segment margins and contributed to a change in the Company's near-term outlook for this segment. This was considered an interim impairment indicator for the Strategic Communications segment at the Strategic Communications reporting unit level. As a result, we performed an interim impairment analysis with respect to the carrying value of goodwill in our Strategic Communications reporting unit in connection with the preparation of our financial statements for the quarter ended September 30, 2013. The results of the Step 1 goodwill impairment analysis indicated that the estimated fair value of our Strategic Communications reporting unit was less than its carrying value; therefore we applied Step 2 of the goodwill impairment test. The results of Step 2 indicated that the carrying values of the goodwill associated with the Strategic Communications reporting unit exceeded its implied fair value, resulting in an \$83.8 million non-deductible goodwill impairment charge which is recorded as a separate line item within operating income (loss) within the Consolidated Statements of Comprehensive Income (Loss). The impairment charge was non-cash in nature and did not affect the Company's current liquidity, cash flows, borrowing capability or operations; nor did it impact the debt covenants under the Company's existing credit facility and the indentures for the 2020 and 2022 Notes.

Intangible assets with finite lives are amortized over their estimated useful lives and reviewed for impairment whenever events or changes in circumstances indicate an asset's carrying value may not be recoverable. We amortize our acquired finite-lived intangible assets on a straight-line basis over periods ranging from 1 to 15 years.

Share-Based Compensation. We recognize share-based compensation using a fair value based recognition method. Share-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period or performance period of the award. The amount of share-based compensation expense recognized at any date must at least equal the portion of grant date value of the award that is vested at that date.

We use the Black-Scholes pricing model to determine the fair value of stock options on the dates of grant. The Black-Scholes pricing model requires various assumptions, including volatility and expected term, which are based on our historical experience. We also make assumptions regarding the risk-free interest rate and the expected dividend yield. The risk-free interest rate is based on the U.S. Treasury interest rate whose term is consistent with the expected term of the share-based award. The dividend yield on our common stock is assumed to be zero since we do not pay dividends and have no current plans to do so in the future.

Restricted stock is measured based on the fair market values of the underlying stock on the dates of grant. Awards with performance-based vesting conditions require the achievement of specific financial targets at the end of the specified performance period and the employee's continued employment. We recognize the estimated fair value of performance-based awards as share-based compensation expense over the performance period. We consider each performance period separately, based upon our determination of whether it is probable that the performance target will be achieved. At each reporting period, we reassess the probability of achieving the performance targets. If a performance target is not met, no compensation cost is ultimately recognized against that target, and, to the extent previously recognized, compensation expense is reversed. For all our share-based awards, we estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. We estimate the forfeiture rate based on historical experience. Groups of share-based award holders that have similar historical behavior with regard to option exercise timing and forfeiture rates are considered separately for valuation and attribution purposes. Forfeitures are estimated at the time an award is granted and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

Income Taxes. Our income tax provision consists principally of federal, state and international income taxes. We generate income in a significant number of states located throughout the U.S., as well as foreign countries in which we conduct business. Our effective income tax rate may fluctuate due to changes in the mix of earnings between higher and lower state or country tax jurisdictions and the impact of non-deductible expenses. Additionally, we record deferred tax assets and liabilities using the asset and liability method of accounting, which requires us to measure these assets and liabilities using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. A valuation allowance is recognized if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax asset will not be realized. In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence, including scheduled reversals of temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. The evaluation of the need for a valuation allowance requires management judgment and could impact our financial results and effective tax rate.

Significant New Accounting Pronouncements

See Item 8. of Part II, "Financial Statements and Supplementary Data—Note 2—New Accounting Standards."

RESULTS OF OPERATIONS

Segment and Consolidated Operating Results:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands, except per share data)		
Revenues			
Corporate Finance & Restructuring	\$ 440,398	\$ 391,115	\$ 382,526
Forensic and Litigation Consulting	482,269	483,380	433,632
Economic Consulting	447,909	451,040	447,366
Technology	218,599	241,310	202,663
Strategic Communications	189,974	189,367	186,245
Total revenues	<u>\$ 1,779,149</u>	<u>\$ 1,756,212</u>	<u>\$ 1,652,432</u>
Operating income (loss)			
Corporate Finance & Restructuring	\$ 85,207	\$ 46,913	\$ 58,594
Forensic and Litigation Consulting	58,185	83,180	68,211
Economic Consulting	57,912	55,282	86,714
Technology	22,832	46,906	38,038
Strategic Communications	21,723	15,603	(72,129)
Segment operating income	<u>245,859</u>	<u>247,884</u>	<u>179,428</u>
Unallocated corporate expenses	(81,348)	(100,458)	(97,989)
Operating income	<u>164,511</u>	<u>147,426</u>	<u>81,439</u>
Other income (expense)			
Interest income and other	3,232	4,670	1,748
Interest expense	(42,768)	(50,685)	(51,376)
Loss on early extinguishment of debt	(19,589)	—	—
Other income (expense)	<u>(59,125)</u>	<u>(46,015)</u>	<u>(49,628)</u>
Income before income tax provision	<u>105,386</u>	<u>101,411</u>	<u>31,811</u>
Income tax provision	<u>39,333</u>	<u>42,604</u>	<u>42,405</u>
Net income (loss)	<u>\$ 66,053</u>	<u>\$ 58,807</u>	<u>\$ (10,594)</u>
Earnings (loss) per common share — basic	<u>\$ 1.62</u>	<u>\$ 1.48</u>	<u>\$ (0.27)</u>
Earnings (loss) per common share — diluted	<u>\$ 1.58</u>	<u>\$ 1.44</u>	<u>\$ (0.27)</u>

Reconciliation of Net Income (Loss) to Adjusted EBITDA:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)
Add back:			
Income tax provision	39,333	42,604	42,405
Other income (expense), net	39,536	46,015	49,628
Depreciation and amortization	31,392	33,989	32,541
Amortization of other intangible assets	11,726	15,521	22,954
Special charges	—	16,339	38,414
Loss on early extinguishment of debt	19,589	—	—
Remeasurement of acquisition-related contingent consideration	(1,867)	(2,723)	(13,555)
Goodwill impairment charge	—	—	83,752
Adjusted EBITDA	<u>\$ 205,762</u>	<u>\$ 210,552</u>	<u>\$ 245,545</u>

Reconciliation of Net Income (Loss) and Earnings (Loss) Per Share to Adjusted Net Income and Adjusted Earnings Per Share:

	Year Ended December 31,		
	2015	2014	2013
	(in thousands, except per share data)		
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)
Add back:			
Special charges, net of tax (1)	—	9,637	23,267
Goodwill impairment charge (2)	—	—	83,752
Loss on early extinguishment of debt, net of tax (3)	11,881	—	—
Remeasurement of acquisition-related contingent consideration, net of tax (3)	(1,120)	(1,718)	(12,054)
Adjusted Net Income	<u>\$ 76,814</u>	<u>\$ 66,726</u>	<u>\$ 84,371</u>
Earnings (loss) per common share — diluted	<u>\$ 1.58</u>	<u>\$ 1.44</u>	<u>\$ (0.27)</u>
Add back:			
Special charges, net of tax (1)	—	0.24	0.59
Goodwill impairment charge (2)	—	—	2.14
Remeasurement of acquisition-related contingent consideration, net of tax (4)	(0.02)	(0.04)	(0.30)
Loss on early extinguishment of debt, net of tax (3)	0.28	—	—
Impact of denominator for diluted adjusted earnings per common share (5)	—	—	(0.07)
Adjusted earnings per common share — diluted	<u>\$ 1.84</u>	<u>\$ 1.64</u>	<u>\$ 2.09</u>
Weighted average number of common shares outstanding — diluted (5)	<u>41,729</u>	<u>40,729</u>	<u>40,421</u>

- (1) The tax effect takes into account the tax treatment and related tax rate(s) that apply to each adjustment in the applicable tax jurisdiction(s). As a result, the effective tax rates for the adjustments related to special charges for the years ended December 31, 2014 and 2013 were 41.0% and 39.4%, respectively. The tax expense related to the adjustments related to special charges for the years ended December 31, 2014 and 2013 were \$6.7 million or \$0.16 impact on diluted earnings per share, and \$15.1 million or \$0.39 impact on diluted earnings per share, respectively.
- (2) The goodwill impairment charge is non-deductible for income tax purposes and resulted in no tax benefit for the year ended December 31, 2013.
- (3) The tax effect takes into account the tax treatment and related tax rate(s) that apply to each adjustment in the applicable tax jurisdiction(s). As a result, the effective tax rate for the adjustment related to the loss on early extinguishment of debt for the year ended December 31, 2015 was 39.3%. The tax benefit related to the adjustment for the year ended December 31, 2015 was \$7.7 million or \$0.18 impact on diluted earnings per share. There was no loss on early extinguishment of debt in the years ended December 31, 2014 or December 31, 2013.
- (4) The tax effect takes into account the tax treatment and related tax rate(s) that apply to each adjustment in the applicable tax jurisdiction(s). As a result, the effective tax rates for the adjustments related to the remeasurement of acquisition-related contingent consideration for the years ended December 31, 2015, 2014 and 2013 were 40.0%, 36.9% and 11.1%, respectively. The tax expense related to the adjustments related to the remeasurement of acquisition-related contingent consideration for the years ended December 31, 2015, 2014 and 2013 were \$0.7 million or \$0.02 impact on diluted earnings per share, \$1.0 million or \$0.02 impact on diluted earnings per share and \$1.5 million or \$0.04 impact on diluted earnings per share respectively.
- (5) For the year ended December 31, 2013, the Company reported a net loss. For the period, the basic weighted average common shares outstanding equals the diluted weighted average common shares outstanding for purposes of calculating GAAP earnings per share because potentially dilutive securities would be antidilutive. For non-GAAP purposes, the per share and share amounts presented herein reflect the impact of the inclusion of share-based awards and convertible notes that are considered dilutive based on the impact of the add backs included in Adjusted Net Income above.

Year Ended December 31, 2015 compared to December 31, 2014
Revenues and Operating income

See “Segment Results” for an expanded discussion of Revenue and Adjusted Segment EBITDA.

Special charges

There were no special charges for the year ended December 31, 2015. Special charges for the year ended December 31, 2014 were \$16.3 million. See “Special Charges” in Item 6 – Selected Financial Information for an expanded disclosure.

The following table details the special charges by segment.

	2014
	(in thousands)
Corporate Finance & Restructuring	\$ 84
Forensic and Litigation Consulting	308
Economic Consulting	12
Technology	19
Strategic Communications	3
	426
Unallocated Corporate	15,913
Total	\$ 16,339

Unallocated corporate expenses

Unallocated corporate expenses decreased \$19.2 million, or 19.1%, to \$81.3 million in 2015 from \$100.5 million in 2014. Excluding the impact of special charges of \$15.9 million recorded in 2014, unallocated corporate expenses decreased \$3.3 million in 2015, or 3.9%. The decrease was primarily due to lower third party costs related to strategic development efforts and executive search activities, the termination of the airplane lease and closure of the West Palm Beach executive office in 2014, partially offset by an increase in infrastructure department costs to support growth in the business and to support strategic initiatives.

Interest income and other

Interest income and other, which includes foreign currency transaction gains and losses, decreased by \$1.4 million to \$3.3 million for 2015 from \$4.7 million for 2014. The decrease was due to a \$1.2 million gain related to an insurance settlement in 2014, a \$1.0 million loss on the sale of a foreign subsidiary in 2015, and \$0.9 million lower interest income in 2015 relative to the prior year, partially offset by lower foreign currency transaction losses in 2015 relative to 2014. Transaction losses were \$0.9 million for the year ended December 31, 2015 as compared to net losses of \$2.8 million in the same prior year period. Transaction gains and losses, both realized and unrealized, relate to the remeasurement or settlement of monetary assets and liabilities that are denominated in a currency other than an entity's functional currency. These monetary assets and liabilities include cash as well as third party and intercompany receivables and payables.

Interest expense

Interest expense decreased \$7.9 million, or 15.6%, to \$42.8 million for 2015 from \$50.7 million for 2014. Interest expense in 2015 was favorably impacted by lower average interest rates and borrowings compared to the same prior year period. This was primarily driven by the retirement of the 2020 Notes. The retirement of the 2020 Notes was financed with a combination of cash and borrowings under the Senior Bank Credit Facility resulting in both significantly lower average debt balances and lower interest rates.

Income tax provision

Our income tax provision was \$39.3 million with an effective tax rate of 37.3% for 2015, as compared to the income tax provision of \$42.6 million with an effective tax rate of 42.0% for 2014. The decrease in the effective tax rate in 2015 was driven by lower valuation allowances recorded on foreign net operating losses, favorable impact of change in state tax law, and favorable mix of earnings in foreign jurisdictions.

Year Ended December 31, 2014 compared to December 31, 2013

Revenues and Operating income

See "Segment Results" for an expanded discussion of Revenue and Adjusted Segment EBITDA.

Special charges

During the years ended December 31, 2014 and 2013, we recorded special charges totaling \$16.3 million and \$38.4 million, respectively. See "Special Charges" in Item 6 – Selected Financial Information for an expanded disclosure.

The following table details the special charges by segment, and for 2013, the decrease in total headcount.

	2014	2013	
	Special Charges	Special Charges	Headcount
	(dollars in thousands)		
Corporate Finance & Restructuring	\$ 84	\$ 10,274	25
Forensic and Litigation Consulting	308	2,111	17
Economic Consulting	12	11	—
Technology	19	16	—
Strategic Communications	3	66	—
	426	12,478	42
Unallocated Corporate	15,913	25,936	3
Total	\$ 16,339	\$ 38,414	45

Unallocated corporate expenses

Unallocated corporate expenses increased \$2.5 million, or 2.6%, to \$100.5 million in 2014 from \$98.0 million in 2013. Excluding the impact of special charges of \$15.9 million recorded in 2014 and \$25.9 million recorded in 2013, unallocated corporate expenses increased \$12.5 million in 2014, or 17.3%. The increase was primarily due to increased resources to assess and evaluate certain strategic initiatives, higher costs related to performance based compensation for U.S. and regional personnel, and costs related to our global SMD leadership meeting, partially offset by lower costs related to corporate executives and the termination of the airplane lease.

Interest income and other

Interest income and other, which includes foreign currency transaction gains and losses, increased by \$2.9 million to \$4.7 million in 2014 from \$1.7 million in 2013. The increase in interest income and other was primarily due to non-recurring interest and other non-operating income related to client and insurance settlements.

Interest expense

Interest expense decreased \$0.7 million, or 1.3%, to \$50.7 million in 2014 from \$51.4 million in 2013. Interest expense in 2014 was favorably impacted by lower average borrowings.

Income tax provision

Our effective tax rate for the year ended December 31, 2014 was 42.0%. The effective tax rate in 2014 was unfavorably impacted by valuation allowances on foreign net operating losses and the mix of U.S. earnings by State. The effective tax rate for 2013 was not meaningful due to the impact of the non-deductible goodwill impairment charges of \$83.8 million. The effective tax rate for 2013 excluding goodwill impairment charges from pre-tax income was 36.7%.

SEGMENT RESULTS

Total Adjusted Segment EBITDA

We evaluate the performance of our operating segments based on Adjusted Segment EBITDA which is a non-GAAP measure. The following table reconciles Net Income (Loss) to Total Adjusted Segment EBITDA for the years ended December 31, 2015, 2014, and 2013.

	Year Ended December 31,		
	2015	2014	2013
	(in thousands)		
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)
Add back:			
Income tax provision	39,333	42,604	42,405
Other income (expense), net	39,536	46,015	49,628
Loss on early extinguishment of debt	19,589	—	—
Unallocated corporate expense	81,348	100,458	97,989
Total segment operating income	<u>245,859</u>	<u>247,884</u>	<u>179,428</u>
Add back:			
Segment depreciation expense	27,717	30,267	28,203
Amortization of other intangible assets	11,726	15,521	22,954
Segment special charges	—	426	12,478
Remeasurement of acquisition-related contingent consideration	(1,867)	(2,723)	(13,555)
Goodwill impairment charge	—	—	83,752
Total Adjusted Segment EBITDA	<u>\$ 283,435</u>	<u>\$ 291,375</u>	<u>\$ 313,260</u>

Other Segment Operating Data

	Year Ended December 31,		
	2015	2014	2013
Number of revenue-generating professionals: (at period end)			
Corporate Finance & Restructuring	838	706	737
Forensic and Litigation Consulting	1,131	1,154	1,061
Economic Consulting	599	574	530
Technology (1)	349	344	306
Strategic Communications	599	566	590
Total revenue-generating professionals	<u>3,516</u>	<u>3,344</u>	<u>3,224</u>
Utilization rates of billable professionals: (2)			
Corporate Finance & Restructuring	69%	67%	65%
Forensic and Litigation Consulting	64%	69%	68%
Economic Consulting	72%	75%	81%
Average billable rate per hour: (3)			
Corporate Finance & Restructuring	\$ 383	\$ 374	\$ 410
Forensic and Litigation Consulting	\$ 319	\$ 321	\$ 317
Economic Consulting	\$ 512	\$ 512	\$ 503

(1) The number of revenue-generating professionals for the Technology segment excludes as-needed professionals, who we employ based on demand for the segment's services. Prior to 2014, we generally contracted with third-party agencies to source professionals; beginning in August 2014, we initiated a direct employment model to fill certain roles. We employed an average of 395 as needed employees during the year ended December 31, 2015 and an average of 295 as-needed employees during the period from August 2014 through December 31, 2014.

(2) We calculate the utilization rate for our billable professionals by dividing the number of hours that all of our billable professionals worked on client assignments during a period by the total available working hours for all of our billable professionals during the same period. Available hours are determined by the standard hours worked by each employee, adjusted for part-time hours, local country standard work weeks and local country holidays. Available working hours include vacation and professional training days, but exclude holidays. Utilization rates are presented for our segments that primarily bill clients on an hourly basis. We have not presented a utilization rate for our Technology and Strategic Communications segments as most of the revenues of these segments are not based on billable hours.

- (3) For engagements where revenues are based on number of hours worked by our billable professionals, average billable rate per hour is calculated by dividing revenues for a period by the number of hours worked on client assignments during the same period. We have not presented an average billable rate per hour for our Technology and Strategic Communications segments as most of the revenues of these segments are not based on billable hours.

CORPORATE FINANCE & RESTRUCTURING

	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands, except rate per hour)		
Revenues	\$ 440,398	\$ 391,115	\$ 382,526
Percentage change in revenues from prior year	12.6%	2.2%	
Operating expenses:			
Direct cost of revenues	271,530	263,599	245,112
Selling, general and administrative expenses	81,550	75,382	71,966
Special charges	—	84	10,274
Acquisition-related contingent consideration	(1,439)	(452)	(9,900)
Amortization of other intangible assets	3,550	5,589	6,480
	<u>355,191</u>	<u>344,202</u>	<u>323,932</u>
Segment operating income	85,207	46,913	58,594
Percentage change in segment operating income from prior year	81.6%	-19.9%	
Add back:			
Depreciation and amortization of intangible assets	6,385	9,157	9,929
Special charges	—	84	10,274
Remeasurement of acquisition-related contingent consideration	(1,491)	(662)	(11,614)
Adjusted Segment EBITDA	\$ 90,101	\$ 55,492	\$ 67,183
Gross profit (1)	<u>\$ 168,868</u>	<u>\$ 127,516</u>	<u>\$ 137,414</u>
Percentage change in gross profit from prior year	32.4%	-7.2%	
Gross profit margin (2)	38.3%	32.6%	35.9%
Adjusted Segment EBITDA as a percent of revenues	20.5%	14.2%	17.6%
Number of revenue-generating professionals (at period end)	838	706	737
Percentage change in number of revenue-generating professionals from prior year	18.7%	-4.2%	
Utilization rates of billable professionals	69%	67%	65%
Average billable rate per hour	\$ 383	\$ 374	\$ 410

(1) Revenues less direct cost of revenues.

(2) Gross profit as a percent of revenues.

Year ended December 31, 2015 compared to December 31, 2014

Revenues increased \$49.3 million, or 12.6%, from 2014 to 2015, which included a 3.6% estimated negative impact from foreign currency translation. Excluding the estimated impact of foreign currency translation, the revenue increase of \$63.4 million, or 16.2%, was driven primarily by higher demand for the segment's distressed and non-distressed service offerings in North America and higher demand in our transaction advisory services in EMEA, partially offset by lower demand and lower realized rates in our Asia Pacific restructuring practice.

Gross profit increased \$41.4 million, or 32.4%, from 2014 to 2015. Gross profit margin increased 5.7 percentage points from 2014 to 2015. The majority of the margin increase is due to a higher mix of the segment's distressed service offerings where increased demand led to improved staff leverage and utilization in North America.

SG&A expense increased \$6.2 million, or 8.2%, from 2014 to 2015, which included a 4.9% estimated positive impact from foreign currency translation. SG&A expense was 18.5% of revenues for 2015 compared to 19.3% for 2014. Excluding the estimated positive impact of foreign currency translation, the SG&A increase of \$9.9 million, or 13.1%, was due to higher outside services, travel expense related to business development activities, and employee compensation.

Year ended December 31, 2014 compared to December 31, 2013

Revenues increased \$8.6 million, or 2.2%, from 2013 to 2014. Acquisition-related revenues contributed \$4.4 million, or 1.1%, compared to 2013. Revenues increased organically \$4.2 million, or 1.1%, primarily due higher volume in in our EMEA practice and growth in non-distressed engagements in North America, partially offset by continued slowdown in our global bankruptcy and restructuring practices.

Gross profit decreased \$9.9 million, or 7.2%, from 2013 to 2014. Gross profit margin decreased 3.3 percentage points from 2013 to 2014. The decrease in gross profit margin was due to a shift in the mix of engagements to lower margin non-distressed work, continued investments in our European transaction advisory practice, and higher performance-based compensation expense.

SG&A expense increased \$3.4 million, or 4.7%, from 2013 to 2014. SG&A expense was 19.3% of revenues for 2014 compared to 18.8% for 2013. The increase in SG&A expense was due to increased bad debt expense, additional overhead costs related to acquired practices, and the investment in the European transaction advisory practice partially offset by the absence of the non-recurring acquisition costs of \$1.8 million recorded in the same prior year period.

FORENSIC AND LITIGATION CONSULTING

	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands, except rate per hour)		
Revenues	\$ 482,269	\$ 483,380	\$ 433,632
Percentage change in revenues from prior year	-0.2%	11.5%	
Operating expenses:			
Direct cost of revenues	327,115	306,438	278,174
Selling, general and administrative expenses	94,717	90,707	84,616
Special charges	—	308	2,111
Acquisition-related contingent consideration	30	(866)	(1,622)
Amortization of other intangible assets	2,222	3,613	2,142
	<u>424,084</u>	<u>400,200</u>	<u>365,421</u>
Segment operating income	58,185	83,180	68,211
Percentage change in segment operating income from prior year	-30.0%	21.9%	
Add back:			
Depreciation and amortization of intangible assets	6,082	7,914	6,100
Special charges	—	308	2,111
Remeasurement of acquisition-related contingent consideration	—	(934)	(1,941)
Adjusted Segment EBITDA	\$ 64,267	\$ 90,468	\$ 74,481
Gross profit (1)	<u>\$ 155,154</u>	<u>\$ 176,942</u>	<u>\$ 155,458</u>
Percentage change in gross profit from prior year	-12.3%	13.8%	
Gross profit margin (2)	32.2%	36.6%	35.9%
Adjusted Segment EBITDA as a percent of revenues	13.3%	18.7%	17.2%
Number of revenue-generating professionals (at period end) (3)	1,131	1,154	1,061
Percentage change in number of revenue-generating professionals from prior year	-2.0%	8.8%	
Utilization rates of billable professionals	64%	69%	68%
Average billable rate per hour	\$ 319	\$ 321	\$ 317

(1) Revenues less direct cost of revenues.

(2) Gross profit as a percent of revenues.

(3) There were 86 and 96 revenue-generating professionals as of December 31, 2014 and 2013, respectively, related to a business that was disposed of during 2015. Excluding these professionals, the total number of revenue-generating professionals of our Forensic and Litigation Consulting segment would be 1,068 and 965 as of December 31, 2014 and 2013, respectively.

Year Ended December 31, 2015 compared to December 31, 2014

Revenues decreased \$1.1 million, or 0.2%, from 2014 to 2015, which included a 1.8% estimated negative impact from foreign currency translation. Excluding the estimated impact of foreign currency translation, revenues increased \$7.8 million, or 1.6%, due to \$9.0 million increase in success fees in our health solutions practice and higher demand in our construction solutions practices. These

increases were partially offset by lower demand in our global dispute advisory services practice and lower realized rates in our health solutions practice.

Gross profit decreased \$21.8 million, or 12.3%, from 2014 to 2015. Gross profit margin decreased 4.4 percentage points from 2014 to 2015. This was driven by a decrease in utilization in our global dispute advisory services and global risk and investigations practice and due to severance associated with the departure of practitioners across some of our practices.

SG&A expense increased \$4.0 million, or 4.4%, from 2014 to 2015, which included a \$2.1 million, or 2.3%, estimated positive impact from foreign currency translation. SG&A expense was 19.6% of revenue for 2015 compared to 18.8% for 2014. Excluding the estimated positive impact of foreign currency translation, the SG&A expense increase of \$6.1 million, or 6.7%, was driven by higher bad debt expense in 2015 as compared to 2014, which was a result of collection on a prior period bad debt and higher business development expenses. This was partially offset by lower compensation related to the departure of certain senior personnel.

Year Ended December 31, 2014 compared to December 31, 2013

Revenues increased \$49.7 million, or 11.5%, from 2014 to 2015. Acquisition-related revenues contributed \$11.1 million, or 2.6% compared to 2013. Revenues increased organically \$38.7 million, or 8.9%, due to higher demand in our global disputes, construction solutions and data analytics practices, and in the North America and Asia Pacific regions of our investigations practice, partially offset by decline in our health solutions practice and lower success fees.

Gross profit increased \$21.5 million, or 13.8%, from 2013 to 2014. Gross profit margin increased 0.7 percentage points from 2013 to 2014. The increase in gross profit margin is related to higher utilization in our construction solutions, data analytics, disputes and investigations practices, partially offset by increased performance based compensation and continued investment in the health solutions practice.

SG&A expense increased \$6.1 million, or 7.2%, from 2013 to 2014. SG&A expense was 18.8% of revenues for 2014 compared to 19.5% for 2013. The increase in SG&A expense was due to additional direct hiring to support increased demand, increased corporate allocations and incremental SG&A expenses related to our acquired business, partially offset by collection on a prior period bad debt.

ECONOMIC CONSULTING

	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands, except rate per hour)		
Revenues	\$ 447,909	\$ 451,040	\$ 447,366
Percentage change in revenues from prior year	-0.7%	0.8%	
Operating expenses:			
Direct cost of revenues	327,870	329,425	300,293
Selling, general and administrative expenses	61,213	66,159	58,282
Special charges	—	12	11
Acquisition-related contingent consideration	(318)	(885)	258
Amortization of other intangible assets	1,232	1,047	1,808
	<u>389,997</u>	<u>395,758</u>	<u>360,652</u>
Segment operating income	57,912	55,282	86,714
Percentage change in segment operating income from prior year	4.8%	-36.2%	
Add back:			
Depreciation and amortization of intangible assets	4,794	5,115	5,479
Special charges	—	12	11
Remeasurement of acquisition-related contingent consideration	(376)	(1,127)	—
Adjusted Segment EBITDA	<u>\$ 62,330</u>	<u>\$ 59,282</u>	<u>\$ 92,204</u>
Gross profit (1)	\$ 120,039	\$ 121,615	\$ 147,073
Percentage change in gross profit from prior year	-1.3%	-17.3%	
Gross profit margin (2)	26.8%	27.0%	32.9%
Adjusted Segment EBITDA as a percent of revenues	13.9%	13.1%	20.6%
Number of revenue-generating professionals (at period end)	599	574	530
Percentage change in number of revenue-generating professionals from prior year	4.4%	8.3%	
Utilization rates of billable professionals	72%	75%	81%
Average billable rate per hour	\$ 512	\$ 512	\$ 503

(1) Revenues less direct cost of revenues.

(2) Gross profit as a percent of revenues.

Year ended December 31, 2015 compared to December 31, 2014

Revenues decreased \$3.1 million, or 0.7%, from 2014 to 2015, which included a 2.3% estimated negative impact from foreign currency translation. Revenues increased \$6.5 million, or 1.4% as a result of an acquisition in late 2014. Excluding the estimated impact of foreign currency translation and acquisition related impacts, revenues increased \$0.8 million primarily due to higher demand for our M&A related antitrust and international arbitration services, which was partially offset by lower demand for our non-M&A related financial economics and antitrust services.

Gross profit decreased \$1.6 million, or 1.3%, from 2014 to 2015. Gross profit margin decreased 0.2 percentage points from 2014 to 2015. This was primarily driven by lower utilization in our non-M&A related financial economics and antitrust services. This was partially offset by higher utilization in our M&A related antitrust and international arbitration services, and higher realized rates in our non-M&A related antitrust and financial economics services, as well as an accrual for a non-recurring employee state tax equalization obligation that reduced gross profit margin in 2014.

SG&A expense decreased \$4.9 million, or 7.5%, from 2014 to 2015, which included a \$2.0 million, or 3.0%, estimated positive impact from foreign currency translation. SG&A expense was 13.7% of revenues for 2015 compared to 14.7% for 2014. Excluding the estimated positive impact of foreign currency translation, the SG&A expense decrease of \$3.0 million, or 4.5%, was driven primarily by lower bad debt expenses in 2015, which was partially offset by higher technology infrastructure and legal costs, as well as general and administrative costs from the acquired business.

Year ended December 31, 2014 compared to December 31, 2013

Revenues increased \$3.7 million, or 0.8%, from 2013 to 2014. Acquisition-related revenues contributed \$3.3 million, or 0.7% compared to 2013. The revenues increased organically \$0.4 million, or 0.1%, which includes a 0.6% increase from the estimated positive impact of foreign currency translation. Excluding the impact of foreign currency translation, revenue declined due to lower demand and lower realization in our antitrust practice, partially offset by higher demand in our M&A services.

Gross profit decreased \$25.5 million, or 17.3%, from 2013 to 2014. Gross profit margin decreased 5.9 percentage points from 2013 to 2014. The decrease in gross profit margin was the result of increased compensation expense related to employment contract extensions of certain key senior client-service professionals and an accrual for a non-recurring employee state tax equalization obligation, which contributed approximately 5.6 percentage points and approximately 1.0 percentage points, respectively, to the total decrease in gross profit margin. The impact of these increased costs on gross profit margin was partially offset by higher realized bill rates.

SG&A expense increased \$7.9 million, or 13.5%, from 2013 to 2014. SG&A expense was 14.7% of revenues for 2014 compared to 13.0% for 2013. The increase in SG&A expense was due to higher bad debt expense, an increase in overall employee related support expenses, higher IT infrastructure costs and higher travel and entertainment expenses related to marketing and business development. Bad debt expense was \$9.9 million, or 2.2%, of revenues for 2014 compared to \$6.7 million, or 1.5%, of revenues for 2013.

TECHNOLOGY

	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands)		
Revenues	\$ 218,599	\$ 241,310	\$ 202,663
Percentage change in revenues from prior year	-9.4%	19.1%	
Operating expenses:			
Direct cost of revenues	123,859	125,371	96,779
Selling, general and administrative expenses	71,120	68,162	59,890
Special charges	—	19	16
Amortization of other intangible assets	788	852	7,940
	195,767	194,404	164,625
Segment operating income	22,832	46,906	38,038
Percentage change in segment operating income from prior year	-51.3%	23.3%	
Add back:			
Depreciation and amortization of intangible assets	16,178	16,620	22,601
Special charges	—	19	16
Adjusted Segment EBITDA	\$ 39,010	\$ 63,545	\$ 60,655
Gross profit (1)	\$ 94,740	\$ 115,939	\$ 105,884
Percentage change in gross profit from prior year	-18.3%	9.5%	
Gross profit margin (2)	43.3%	48.0%	52.2%
Adjusted Segment EBITDA as a percent of revenues	17.8%	26.3%	29.9%
Number of revenue-generating professionals (at period end) (3)	349	344	306
Percentage change in number of revenue-generating professionals from prior year	1.5%	12.4%	

(1) Revenues less direct cost of revenues.

(2) Gross profit as a percent of revenues.

(3) Includes personnel involved in direct client assistance and revenue-generating consultants, and excludes professionals employed on an as-needed basis.

Year Ended December 31, 2015 compared to December 31, 2014

Revenues decreased \$22.7 million, or 9.4%, from 2014 to 2015, which included a 1.3% estimated negative impact from foreign currency translation. Excluding the estimated negative impact of foreign currency translation, revenues decreased \$19.6 million, or 8.1%, largely due to reduced demand for cross-border investigations and financial services litigations, partially offset by an increase in M&A related second request activity. Consulting revenues declined largely due to a decrease in demand as referenced above and also due to lower realized pricing on certain large clients. Other services revenue declined primarily due to lower realized pricing in hosting services, which were partially offset by higher volumes.

Gross profit decreased \$21.2 million, or 18.3%, from 2014 to 2015. Gross profit margin decreased 4.7 percentage points to 43.3% from 2014 to 2015. The decrease in gross profit margin was due to lower realized pricing and lower utilization in consulting, and due to a decline in pricing referenced above for other services, coupled with higher compensation and reduced leverage.

SG&A expense increased \$3.0 million, or 4.3%, from 2014 to 2015. SG&A expense was 32.5% of revenues for 2015 compared to 28.2% for 2014. The increase in SG&A expense was due to higher salaries resulting from increased headcount in the latter part of 2014 and early 2015, as well as higher occupancy costs, outside contractors for software maintenance, partially offset by lower variable compensation. Research and development expense related to software development was \$19.5 million for 2015 compared to \$19.3 million for 2014. Additionally, there was an increase of \$3.1 million in capitalization related to software development costs.

Year Ended December 31, 2014 compared to December 31, 2013

Revenues increased \$38.6 million, or 19.1%, from 2013 to 2014. This increase was primarily due to the continued demand on complex global investigations and financial services industry investigations and M&A Second Requests, higher Ringtail SaaS sales; partially offset by price reductions in services and lower licensing sales.

Gross profit increased \$10.1 million, or 9.5%, from 2013 to 2014. Gross profit margin decreased 4.2 percentage points to 48.0% from 2014 to 2015. The decrease in gross profit margin was due to the increased mix of certain lower margin services as a percent of total revenue and due to price reductions in other services.

SG&A expense increased \$8.3 million, or 13.8%, from 2013 to 2014. SG&A expense was 28.2% of revenues for 2014, compared to 29.6% for 2013. The increase in SG&A expense was due to increased personnel investments in business development, marketing and research & development. Bad debt expense decreased to \$0.4 million in 2014 compared to \$1.3 million 2013. Research and development expense for 2014 was \$19.3 million compared to \$15.8 million in 2013.

STRATEGIC COMMUNICATIONS

	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands)		
Revenues	\$ 189,974	\$ 189,367	\$ 186,245
Percentage change in revenues from prior year	0.3%	1.7%	
Operating expenses:			
Direct cost of revenues	121,070	119,924	121,703
Selling, general and administrative expenses	42,720	48,890	47,874
Special charges	—	3	66
Acquisition-related contingent consideration	527	527	395
Amortization of other intangible assets	3,934	4,420	4,584
Goodwill impairment charge	—	—	83,752
	<u>168,251</u>	<u>173,764</u>	<u>258,374</u>
Segment operating income (loss)	21,723	15,603	(72,129)
Percentage change in segment operating income from prior year	39.2%	-121.6%	
Add back:			
Depreciation and amortization of intangible assets	6,004	6,982	7,048
Special charges	—	3	66
Goodwill impairment charge	—	—	83,752
Adjusted Segment EBITDA	\$ 27,727	\$ 22,588	\$ 18,737
Gross profit (1)	\$ 68,904	\$ 69,443	\$ 64,542
Percentage change in gross profit from prior year	-0.8%	7.6%	
Gross profit margin (2)	36.3%	36.7%	34.7%
Adjusted Segment EBITDA as a percent of revenues	14.6%	11.9%	10.1%
Number of revenue-generating professionals (at period end)	599	566	590
Percentage change in number of revenue-generating professionals from prior year	5.8%	-4.1%	

(1) Revenues less direct cost of revenues.

(2) Gross profit as a percent of revenues.

Year Ended December 31, 2015 compared to December 31, 2014

Revenues increased \$0.6 million, or 0.3%, from 2014 to 2015, which included a 6.6% estimated negative impact from foreign currency translation. Excluding the estimated negative impact of foreign currency translation, revenues increased \$13.1 million, or 6.9%, due to a \$7.1 million increase in pass-through income and \$6.0 million increase primarily from public affairs and crisis communications-related engagements in our North America, Asia Pacific and EMEA regions.

Gross profit decreased \$0.5 million, or 0.8%, from 2014 to 2015. Excluding a 6.2% estimated negative impact from foreign currency translation, the gross profit increased \$3.8 million. Gross profit margin decreased 0.4 percentage points from 2014 to 2015. The decrease in gross profit margin was primarily due to a higher proportion of revenues from lower margin pass-through income, which was partially offset by improved staff leverage.

SG&A expense decreased \$6.2 million, or 12.6%, from 2014 to 2015, which included a \$3.0 million, or 6.2%, estimated positive impact from foreign currency translation. SG&A expense was 22.5% of revenues for 2015 compared to 25.8% for 2014. Excluding the estimated positive impact of foreign currency translation, SG&A decreased \$3.2 million, or 6.4%, primarily due to lower occupancy costs.

Year Ended December 31, 2014 compared to December 31, 2013

Revenues increased \$3.1 million, or 1.7%, from 2013 to 2014. Acquisition-related revenues contributed \$1.8 million, or 1.0%, compared to 2013. The remaining growth of \$1.3 million included 0.8% in estimated positive impact of foreign currency translation. Excluding the foreign currency translation gains, revenues declined organically by \$0.2 million due to a decline in pass-through revenues, partially offset by growth in retainer-based revenue in our EMEA region and increased project revenue in North America and Asia Pacific.

Gross profit increased \$4.9 million, or 7.6%, from 2013 to 2014. Gross profit margin increased 2.0 percentage points from 2013 to 2014. The increase in gross profit margin was primarily due to improved revenue growth and mix involving higher margin engagements and lower proportion of low margin pass through revenues. Margin improvement was also favorably impacted by targeted headcount reductions as part of the segment's strategy to reduce costs.

SG&A expense increased \$1.0 million, or 2.1%, from 2013 to 2014. SG&A expense was 25.8% of revenues for 2014 compared to 25.7% for 2013. The increase in SG&A was primarily due to higher bad debt expense in North America and increased corporate allocations; partially offset by lower occupancy costs.

Liquidity and Capital Resources

Cash Flows

<u>Cash flows</u>	Year Ended December 31,		
	2015	2014	2013
	(dollars in thousands)		
Net cash provided by operating activities	\$ 139,920	\$ 135,401	\$ 193,271
Net cash used in investing activities	\$ (31,737)	\$ (57,595)	\$ (103,091)
Net cash (used in) provided by financing activities	\$ (235,962)	\$ 6,330	\$ (43,129)
DSO	97	97	97

We have generally financed our day-to-day operations, capital expenditures and acquisitions through cash flows from operations. During the first quarter of our fiscal year, our cash needs generally exceed our cash flows from operations due to the payment of annual incentive compensation. Our operating cash flows generally exceed our cash needs subsequent to the second quarter of each year.

Our operating assets and liabilities consist primarily of billed and unbilled accounts receivable, notes receivable from employees, accounts payable, accrued expenses and accrued compensation expense. The timing of billings and collections of receivables as well as compensation and vendor payments affect the changes in these balances.

DSO is a performance measure used to assess how quickly revenues are collected by the Company. We calculate DSO at the end of each reporting period by dividing net accounts receivable reduced by billings in excess of services provided, by revenue for the quarter, adjusted for changes in foreign exchange rates. We multiply the result by the number of days in the quarter.

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

Net cash provided by operating activities increased \$4.5 million, or 3.3%, from 2014 to 2015. This increase is primarily due to lower forgivable loan funding, higher cash collections, lower payments for income taxes, and other operating expenses, partially offset by increased payments for compensation in the year ended December 31, 2015. DSO was 97 days at December 31, 2015 unchanged from DSO at December 31, 2014.

Net cash used in investing activities decreased \$25.9 million, or 44.9%, from 2014 to 2015. Payments for acquisitions of businesses were \$0.6 million in the current year as compared to \$23.5 million for 2014. Payment for the acquisition completed in 2015 was \$0.6 million, net of cash received, for an acquisition completed by our Economic Consulting segment. Payments for acquisitions completed in 2014 were \$8.8 million, net of cash received, included payment for an acquisition completed by our Economic Consulting segment and final cash settlements for acquisitions completed in 2013 by our Forensic and Litigation Consulting segment. There were no payments of acquisition-related contingent consideration and stock floors in 2015 as compared to \$14.6 million and \$0.1 million, respectively for 2014. Capital expenditures were \$31.4 million for 2015 as compared to \$39.3 million for 2015.

Net cash used in financing activities for 2015 was \$236.0 million as compared to net cash provided by financing activities of \$6.3 million for 2014. During the third quarter of 2015, we purchased \$192.9 million of the 2020 Notes through a tender offer and redeemed \$207.1 million of the 2020 Notes for a total of \$414.7 million using \$164.7 million of cash on hand and \$250 million of borrowings under our Senior Bank Credit Facility. Subsequent to the debt tender offer and redemption, we repaid \$50 million of the borrowings under our Senior Bank Credit Facility. In addition, we repaid the final \$11.0 million in notes payable to former shareholders of acquired businesses in 2015. Financing activities in 2015 also included \$16.7 million received from the issuance of common stock under our equity compensation plans and \$3.2 million of refundable deposits related to one of our foreign entities, offset by \$26.5 million in stock repurchases and \$3.8 million in debt financing fees related to the Senior Bank Credit Facility. Our financing activities for 2014 included the receipt of \$13.1 million of refundable deposits related to one of our foreign entities and \$4.8 million from the issuance of common stock under our equity compensation plans, offset by \$6.0 million in repayments of notes to former shareholders of acquired entities and \$4.4 million paid to settle repurchases of the our common stock that were made but not settled in the fourth quarter of 2013.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

Net cash provided by operating activities decreased \$57.9 million to \$135.4 million as compared to \$193.3 million for the same prior year period primarily due to increased payments for compensation and other operating expenses partially offset by higher revenue driven cash collections in the year ended December 31, 2014. DSO was 97 days at December 31, 2014 unchanged from DSO at December 31, 2013.

Net cash used in investing activities for 2014 was \$57.6 million as compared to \$103.1 million for 2013. Payments for acquisitions of businesses were \$23.5 million in the current year as compared to \$55.5 million for 2013. Payments for acquisitions completed in 2014 were \$8.8 million, net of cash received, including payment for an acquisition completed by our Economic Consulting segment and final cash settlements for acquisitions completed in 2013 by our Forensic and Litigation Consulting segment. Payments for acquisitions completed in 2013 included \$45.1 million, net of cash received, related to the acquisition of practices by our Corporate Finance & Restructuring, Economic Consulting, Forensic and Litigation Consulting, and Strategic Communications segments. Payments of acquisition-related contingent consideration and stock floors were \$14.6 million and \$0.1 million, respectively for 2014 as compared to \$6.2 million and \$4.1 million, respectively for 2013. Capital expenditures were \$39.3 million for 2014 as compared to \$42.5 million for 2013.

Net cash provided by financing activities for 2014 was \$6.3 million as compared to net cash used in financing activities of \$43.1 million for 2013. Our financing activities for 2014 included cash inflows of \$13.1 million of refundable deposits related to one of our foreign entities and \$4.8 million received from the issuance of common stock under equity compensation plans, partially offset by outflows of \$6.0 million for the repayment of long-term debt and \$4.4 million in cash used to settle repurchases of the Company's common stock that were made, but not settled in the fourth quarter of 2013. Our financing activities for 2013 included cash outflows of \$6.0 million for the repayment of long-term debt, \$66.7 million in cash used to purchase and retire 1,956,900 shares of the Company's common stock pursuant to the 2012 Repurchase Program, partially offset by the \$29.4 million received from the issuance of common stock under equity compensation plans.

Capital Resources

As of December 31, 2015, our capital resources included \$149.8 million of cash and cash equivalents and available borrowing capacity of \$348.6 million under a \$550 million revolving line of credit under our Senior Bank Credit Facility. As of December 31, 2015, we had \$200 million of outstanding borrowings under our Senior Bank Credit Facility and \$1.4 million of outstanding letters of credit, which reduced the availability of borrowings under the Senior Bank Credit Facility. We use letters of credit primarily in lieu of security deposits for our leased office facilities. The \$550 million revolving line of credit under the Senior Bank Credit Facility includes a \$75 million sublimit for borrowings in currencies other than U.S. dollars, including Euro, Sterling, Australian dollars and Canadian dollars.

The availability of borrowings, as well as issuances and extensions of letters of credit, under our Senior Bank Credit Facility are subject to specified conditions. We may choose to repay outstanding borrowings under the Senior Bank Credit Facility at any time before maturity without premium or penalty. Borrowings under the Senior Bank Credit Facility in U.S. dollars, Euros, Sterling and Australian dollars, bear interest at an annual rate equal to the LIBOR plus an applicable margin or an alternative base rate plus an applicable margin. The alternative base rate means a fluctuating rate per annum equal to the highest of (1) the rate of interest in effect for such day as the prime rate announced by Bank of America, (2) the federal funds rate plus the sum of 50 basis points and (3) the one-month LIBOR plus 100 basis points. Borrowings under the Senior Bank Credit Facility in Canadian dollars bear interest at an annual rate equal to the Canadian bankers' acceptance rate plus an applicable margin or the Canadian prime rate plus an applicable margin. The Canadian prime rate means a fluctuating rate per annum equal to the higher of (1) the rate of interest in effect for such day as the prime rate for loans in Canadian dollars announced by Bank of America and (2) the Canadian bankers' acceptance rate plus 100 basis points. Under the Senior Bank Credit Facility, the lenders have a security interest in substantially all of the assets of FTI Consulting, Inc. and substantially all of our domestic subsidiaries. Subject to certain conditions, at any time prior to maturity, we will be able to invite existing and new lenders to increase the size of the facility up to a maximum of \$650 million.

Our Senior Bank Credit Facility and the indenture governing our 2022 Notes contain covenants that, among other things, may limit our ability to: incur additional indebtedness; create liens; pay dividends on our capital stock, make distributions or repurchases of our capital stock or make specified other restricted payments; consolidate, merge or sell all or substantially all of our assets; guarantee obligations of other entities or our foreign subsidiaries; enter into hedging agreements; enter into transactions with affiliates or related persons; or engage in any business other than consulting-related businesses. In addition, the Credit Facility includes financial covenants that require us to (i) not exceed a maximum leverage ratio, (ii) not exceed a maximum senior secured leverage ratio and (iii) maintain a minimum fixed charge coverage ratio. At December 31, 2015, we were in compliance with all covenants as stipulated in the Senior Bank Credit Facility and the indenture governing our 2022 Notes.

Future Capital Needs

We anticipate that our future capital needs will principally consist of funds required for:

- operating and general corporate expenses relating to the operation of our businesses;
- capital expenditures, primarily for information technology equipment, office furniture and leasehold improvements;
- debt service requirements, including interest payments on our long-term debt;
- compensating designated executive management and senior managing directors under our various long-term incentive compensation programs;
- discretionary funding of our stock repurchase program;
- contingent obligations related to our acquisitions;
- potential acquisitions of businesses that would allow us to diversify or expand our service offerings; and
- other known future contractual obligations.

We currently anticipate capital expenditures of \$35 million to \$45 million to support our organization during 2016, including direct support for specific client engagements. Our estimate takes into consideration the needs of our existing businesses but does not include the impact of any purchases that we may be required to make as a result of future acquisitions or specific client engagements that are not currently contemplated. Our capital expenditure requirements may change if our staffing levels or technology needs change significantly from what we currently anticipate, if we are required to purchase additional equipment specifically to support a client engagement or if we pursue and complete additional acquisitions.

For the last several years, our cash flows from operations have exceeded our cash needs for capital expenditures and debt service requirements. We believe that our cash flows from operations, supplemented by short-term borrowings under our Senior Bank Credit Facility, as necessary, will provide adequate cash to fund our long-term cash needs from normal operations.

Our conclusion that we will be able to fund our cash requirements by using existing capital resources and cash generated from operations does not take into account the impact of any future acquisitions or any unexpected significant changes in numbers of employees. The anticipated cash needs of our business could change significantly if we pursue and complete additional business acquisitions, if our business plans change, if economic conditions change from those currently prevailing or from those now anticipated, or if other unexpected circumstances arise that may have a material effect on the cash flow or profitability of our business, including material negative changes in the operating performance or financial results of our business. Any of these events or circumstances, including any new business opportunities, could involve significant additional funding needs in excess of the identified currently available sources and could require us to raise additional debt or equity funding to meet those needs. Our ability to raise additional capital, if necessary, is subject to a variety of factors that we cannot predict with certainty, including:

- our future profitability;
- the quality of our accounts receivable;
- our relative levels of debt and equity;
- the volatility and overall condition of the capital markets; and
- the market prices of our securities.

Any new debt funding, if available, may be on terms less favorable to us than our Senior Bank Credit Facility or the indenture that governs our 2022 Notes.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements other than operating leases and we have not entered into any transactions involving unconsolidated subsidiaries or special purpose entities.

Future Contractual Obligations

The following table sets forth our estimates as to the amounts and timing of contractual payments for our most significant contractual obligations as of December 31, 2015. The information in the table reflects future unconditional payments and is based on the terms of the relevant agreements, appropriate classification of items under GAAP currently in effect and certain assumptions such as interest rates. Future events could cause actual payments to differ from these amounts.

Future contractual obligations related to our long-term debt assume that payments will be made based on the current payment schedule and exclude any additional revolving line of credit borrowings or repayments subsequent to December 31, 2015 and prior to the September 2020 maturity date of our Senior Bank Credit Facility.

The interest obligation on our long-term debt assumes that our 2022 Notes will bear interest at their stated rates.

<u>Contractual Obligations</u>	<u>Total</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Thereafter</u>
	(in thousands)						
Long-term debt	\$ 500,000	\$ —	\$ —	\$ —	\$ —	\$ 200,000	\$ 300,000
Interest on long-term debt ⁽¹⁾	142,815	21,813	21,813	21,813	21,813	21,813	33,750
Operating leases	274,191	43,037	44,653	36,809	34,189	32,229	83,274
Total obligations	<u>\$ 917,006</u>	<u>\$ 64,850</u>	<u>\$ 66,466</u>	<u>\$ 58,622</u>	<u>\$ 56,002</u>	<u>\$ 254,042</u>	<u>\$ 417,024</u>

(1) Interest payments on long-term debt include projected future interest payments for amounts drawn on our Senior Bank Credit Facility using interest rates in effect as of December 31, 2015. These projected interest payments may differ in the future based on the balance outstanding on our credit facility as well as changes in market interest rates.

Effect of Inflation. Inflation is not generally a material factor affecting our business. General operating expenses such as salaries, employee benefits and lease costs are, however, subject to normal inflationary pressures.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from changes in interest rates, changes in the price of our common stock and changes in foreign exchange rates.

Interest Rate Risk

We are exposed to interest rate risk related to debt obligations outstanding. Interest rate changes expose our fixed rate long-term borrowings to changes in fair value and expose our variable rate borrowings to changes in our interest expense. From time to time, we use derivative instruments, primarily consisting of interest rate swap agreements, to manage our interest rate exposure by achieving a desired proportion of fixed rate versus variable rate borrowings. All of our derivative transactions are entered into for non-trading purposes.

The following table presents principal cash flows and related interest rates by year of maturity for our fixed rate Notes and a comparison of the fair value of the debt at December 31, 2015 and 2014. The fair values have been determined based on quoted market prices for our Notes.

<u>Long-term debt</u>							<u>December 31, 2015</u>		<u>December 31, 2014</u>	
	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Thereafter</u>	<u>Total</u>	<u>Fair Value</u>	<u>Total</u>	<u>Fair Value</u>
	(dollars in thousands)									
Fixed rate	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 300,000	\$ 300,000	\$ 313,500	\$ 711,000	\$ 735,000
Average interest rate	—	—	—	—	—	6.0%	6.0%	—	6.5%	—
Variable rate	\$ —	\$ —	\$ —	\$ —	\$ 200,000	\$ —	\$ 200,000	\$ 200,000	\$ —	\$ —
Average interest rate	—	—	—	—	1.9%	—	1.9%	—	—	—

Foreign Currency Exchange Rate Risk

Exchange Rate Risk

Our foreign currency exposure primarily relates to intercompany receivables and payables and third party receivables and payables that are denominated in currencies other than the functional currency of our legal entities. Our largest foreign currency exposure is unsettled intercompany payables and receivables which are reviewed on a regular basis. In cases where settlement of intercompany balances is not practical we may use natural hedges to reduce exposure. Gains and losses from foreign currency transactions are included in interest income and other on our Consolidated Statements of Comprehensive Income (Loss) and to date have not had a material impact on our consolidated financial statements. See Note 5 — “Interest Income and Other” to our consolidated financial statements for information.

Translation of Financial Results

Most of our foreign subsidiaries operate in a currency other than the United States dollar; therefore, increases or decreases in the value of the U.S. dollar against other major currencies will affect our operating results and the value of our balance sheet items denominated in foreign currencies. Our most significant exposures to translation risk relate to functional currency assets and liabilities that are denominated in the British pound, Australian dollar, Euro and Canadian dollar. The following table details the unrealized changes in the net investments of foreign subsidiaries whose currencies are denominated in currencies other than the U.S. dollar for the years ended December 31, 2015, 2014 and 2013. These translation adjustments are reflected in “Other comprehensive income (loss)” on our Consolidated Statements of Comprehensive Income (Loss).

<u>Changes in the net investment of foreign subsidiaries</u>	<u>Years ended December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
	(in thousands)		
British pound	\$ (10,109)	\$ (13,710)	\$ 4,528
Australian dollar	(7,144)	(5,972)	(12,544)
Euro	(4,379)	(5,451)	1,467
Canadian dollar	(2,124)	(890)	(629)
All other	(4,970)	(3,156)	(2,542)
Total	<u>\$ (28,726)</u>	<u>\$ (29,179)</u>	<u>\$ (9,720)</u>

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

FTI Consulting, Inc. and Subsidiaries

Consolidated Financial Statements

INDEX

	<u>Page</u>
<u>Management's Report on Internal Control over Financial Reporting</u>	61
<u>Report of Independent Registered Public Accounting Firm — Internal Control over Financial Reporting</u>	62
<u>Report of Independent Registered Public Accounting Firm — Consolidated Financial Statements</u>	63
<u>Consolidated Balance Sheets — December 31, 2015 and 2014</u>	64
<u>Consolidated Statements of Comprehensive Income (Loss) — Years Ended December 31, 2015, 2014 and 2013</u>	65
<u>Consolidated Statements of Stockholders' Equity — Years Ended December 31, 2015, 2014 and 2013</u>	66
<u>Consolidated Statements of Cash Flows — Years Ended December 31, 2015, 2014 and 2013</u>	67
<u>Notes to Consolidated Financial Statements</u>	68

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting and for performing an assessment of the effectiveness of internal control over financial reporting as of December 31, 2015. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Our system of internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that our receipts and expenditures are being made only in accordance with the authorization of our management and directors, and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2015 based on the framework in the 2013 Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on that evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2015.

KPMG LLP, the independent registered public accounting firm that audited our financial statements, has issued an audit report on their assessment of internal control over financial reporting, which is included elsewhere in this Annual Report.

Date: February 25, 2016

/s/ STEVEN H. GUNBY

Steven H. Gunby
President and Chief Executive Officer
(principal executive officer)

/s/ DAVID M. JOHNSON

David M. Johnson
Executive Vice President and Chief Financial Officer
(principal financial officer)

Report of Independent Registered Public Accounting Firm — Internal Control over Financial Reporting

The Board of Directors and Stockholders
FTI Consulting, Inc.:

We have audited FTI Consulting, Inc.'s (the "Company") internal control over financial reporting as of December 31, 2015, based on criteria established in the Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of FTI Consulting Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2015, and our report dated February 25, 2016 expressed an unqualified opinion on those consolidated financial statements.

/s/ KPMG LLP

Baltimore, Maryland
February 25, 2016

Report of Independent Registered Public Accounting Firm — Consolidated Financial Statements

The Board of Directors and Stockholders
FTI Consulting, Inc.

We have audited the accompanying consolidated balance sheets of FTI Consulting, Inc. and subsidiaries (the “Company”) as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income (loss), stockholders’ equity and cash flows for each of the years in the three-year period ended December 31, 2015. In connection with our audit of the consolidated financial statements, we also have audited financial statement Schedule II, Valuation and Qualifying Accounts. These consolidated financial statements and financial statement schedule are the responsibility of the Company’s management. Our responsibility is to express an opinion on these consolidated financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of FTI Consulting, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), FTI Consulting Inc.’s internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), and our report dated February 25, 2016 expressed an unqualified opinion on the effectiveness of FTI Consulting Inc.’s internal control over financial reporting.

/s/ KPMG LLP

Baltimore, Maryland
February 25, 2016

FTI Consulting, Inc. and Subsidiaries

Consolidated Balance Sheets
(in thousands, except per share data)

	December 31,	
	2015	2014
Assets		
Current assets		
Cash and cash equivalents	\$ 149,760	\$ 283,680
Accounts receivable:		
Billed receivables	405,000	381,464
Unbilled receivables	280,538	248,462
Allowance for doubtful accounts and unbilled services	(185,754)	(144,825)
Accounts receivable, net	499,784	485,101
Current portion of notes receivable	36,115	27,208
Prepaid expenses and other current assets	55,966	60,852
Total current assets	741,625	856,841
Property and equipment, net of accumulated depreciation	74,760	82,163
Goodwill	1,198,298	1,211,689
Other intangible assets, net of amortization	63,935	77,034
Notes receivable, net of current portion	106,882	122,149
Other assets	43,518	41,723
Total assets	\$ 2,229,018	\$ 2,391,599
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable, accrued expenses and other	\$ 89,845	\$ 99,494
Accrued compensation	227,783	220,959
Current portion of long-term debt	—	11,000
Billings in excess of services provided	29,449	35,639
Total current liabilities	347,077	367,092
Long-term debt, net	494,772	688,404
Deferred income taxes	139,787	134,600
Other liabilities	99,779	98,757
Total liabilities	1,081,415	1,288,853
Commitments and contingent liabilities (note 13)		
Stockholders' equity		
Preferred stock, \$0.01 par value; shares authorized — 5,000; none outstanding	—	—
Common stock, \$0.01 par value; shares authorized — 75,000; shares issued and outstanding — 41,234 (2015) and 41,181 (2014)	412	412
Additional paid-in capital	400,705	393,174
Retained earnings	855,481	789,428
Accumulated other comprehensive loss	(108,995)	(80,268)
Total stockholders' equity	1,147,603	1,102,746
Total liabilities and stockholders' equity	\$ 2,229,018	\$ 2,391,599

See accompanying notes to consolidated financial statements.

FTI Consulting, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Income (Loss)
(in thousands, except per share data)

	Year Ended December 31,		
	2015	2014	2013
Revenues	\$ 1,779,149	\$ 1,756,212	\$ 1,652,432
Operating expenses			
Direct cost of revenues	1,171,444	1,144,757	1,042,061
Selling, general and administrative expenses	432,668	433,845	394,681
Special charges	—	16,339	38,414
Acquisition-related contingent consideration	(1,200)	(1,676)	(10,869)
Amortization of other intangible assets	11,726	15,521	22,954
Goodwill impairment charge	—	—	83,752
	<u>1,614,638</u>	<u>1,608,786</u>	<u>1,570,993</u>
Operating income	<u>164,511</u>	<u>147,426</u>	<u>81,439</u>
Other income (expense)			
Interest income and other	3,232	4,670	1,748
Interest expense	(42,768)	(50,685)	(51,376)
Loss on early extinguishment of debt	(19,589)	—	—
	<u>(59,125)</u>	<u>(46,015)</u>	<u>(49,628)</u>
Income before income tax provision	<u>105,386</u>	<u>101,411</u>	<u>31,811</u>
Income tax provision	<u>39,333</u>	<u>42,604</u>	<u>42,405</u>
Net income (loss)	<u>\$ 66,053</u>	<u>\$ 58,807</u>	<u>\$ (10,594)</u>
Earnings (loss) per common share — basic	<u>\$ 1.62</u>	<u>\$ 1.48</u>	<u>\$ (0.27)</u>
Earnings (loss) per common share — diluted	<u>\$ 1.58</u>	<u>\$ 1.44</u>	<u>\$ (0.27)</u>
Other comprehensive loss, net of tax			
Foreign currency translation adjustments, net of tax expense of \$0	\$ (28,727)	\$ (29,179)	\$ (9,720)
Other comprehensive loss, net of tax	<u>(28,727)</u>	<u>(29,179)</u>	<u>(9,720)</u>
Comprehensive income (loss)	<u>\$ 37,326</u>	<u>\$ 29,628</u>	<u>\$ (20,314)</u>

See accompanying notes to consolidated financial statements.

FTI Consulting, Inc. and Subsidiaries
Consolidated Statements of Stockholders' Equity
(in thousands)

	Common Stock		Additional	Retained	Accumulated	
	Shares	Amount	Paid-in	Earnings	Other	Total
			Capital		Comprehensive	
					(Loss)	
Balance at December 31, 2012	<u>40,755</u>	<u>\$ 408</u>	<u>\$ 367,978</u>	<u>\$ 741,215</u>	<u>\$ (41,369)</u>	<u>\$ 1,068,232</u>
Net income (loss)	—	—	—	\$ (10,594)	—	\$ (10,594)
Other comprehensive income (loss):						
Cumulative translation adjustment	—	—	—	—	(9,720)	(9,720)
Issuance of common stock in connection with:						
Exercise of options, net of income tax benefit from share-based awards of \$1,051	1,278	13	34,966	—	—	34,979
Restricted share grants, less net settled shares of 178	369	3	(6,340)	—	—	(6,337)
Stock units issued under incentive compensation plan	—	—	3,005	—	—	3,005
Business combinations	81	1	(1,306)	—	—	(1,305)
Purchase and retirement of common stock	(1,957)	(20)	(71,110)	—	—	(71,130)
Share-based compensation	—	—	35,129	—	—	35,129
Balance at December 31, 2013	<u>40,526</u>	<u>\$ 405</u>	<u>\$ 362,322</u>	<u>\$ 730,621</u>	<u>\$ (51,089)</u>	<u>\$ 1,042,259</u>
Net income	—	—	—	\$ 58,807	—	\$ 58,807
Other comprehensive income (loss):						
Cumulative translation adjustment	—	—	—	—	(29,179)	(29,179)
Issuance of common stock in connection with:						
Exercise of options, net of income tax benefit from share-based awards of \$1,451	413	4	9,895	—	—	9,899
Restricted share grants, less net settled shares of 188	242	3	(6,511)	—	—	(6,508)
Stock units issued under incentive compensation plan	—	—	1,674	—	—	1,674
Non-employee vesting of stock options	—	—	2,951	—	—	2,951
Share-based compensation	—	—	22,843	—	—	22,843
Balance at December 31, 2014	<u>41,181</u>	<u>\$ 412</u>	<u>\$ 393,174</u>	<u>\$ 789,428</u>	<u>\$ (80,268)</u>	<u>\$ 1,102,746</u>
Net income	—	—	—	\$ 66,053	—	\$ 66,053
Other comprehensive income (loss):						
Cumulative translation adjustment	—	—	—	—	(28,727)	(28,727)
Issuance of common stock in connection with:						
Exercise of options, net of income tax benefit from share-based awards of \$2,050	713	7	19,019	—	—	19,026
Restricted share grants, less net settled shares of 116	105	1	(4,372)	—	—	(4,371)
Stock units issued under incentive compensation plan	—	—	2,124	—	—	2,124
Purchase and retirement of common stock	(765)	(8)	(26,524)	—	—	(26,532)
Share-based compensation	—	—	17,284	—	—	17,284
Balance at December 31, 2015	<u>41,234</u>	<u>\$ 412</u>	<u>\$ 400,705</u>	<u>\$ 855,481</u>	<u>\$ (108,995)</u>	<u>\$ 1,147,603</u>

See accompanying notes to consolidated financial statements.

FTI Consulting, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2015	2014	2013
Operating activities			
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	31,392	35,126	32,638
Amortization and impairment of other intangible assets	11,726	15,521	22,954
Goodwill impairment charge	—	—	83,752
Acquisition-related contingent consideration	(1,200)	(1,676)	(10,869)
Provision for doubtful accounts	15,564	18,252	13,335
Non-cash share-based compensation	17,951	22,848	35,129
Non-cash interest expense	2,521	2,691	2,699
Loss on early extinguishment of debt	19,589	—	—
Other	(760)	(522)	(1,582)
Changes in operating assets and liabilities, net of effects from acquisitions:			
Accounts receivable, billed and unbilled	(35,648)	(43,072)	(56,290)
Notes receivable	3,106	(18,253)	(7,544)
Prepaid expenses and other assets	(3,557)	10,733	(6,784)
Accounts payable, accrued expenses and other	(4,718)	980	8,505
Income taxes	18,491	15,283	7,963
Accrued compensation	4,780	11,106	82,917
Billings in excess of services provided	(5,370)	7,577	(2,958)
Net cash provided by operating activities	139,920	135,401	193,271
Investing activities			
Payments for acquisition of businesses, net of cash received	(575)	(23,467)	(55,498)
Purchases of property and equipment	(31,399)	(39,256)	(42,544)
Other	237	5,128	(5,049)
Net cash used in investing activities	(31,737)	(57,595)	(103,091)
Financing activities			
Borrowings under revolving line of credit, net	200,000	—	—
Payments of long-term debt	(425,671)	(6,014)	(6,021)
Payments of debt issue costs	(3,843)	—	—
Deposits	3,227	13,071	—
Purchase and retirement of common stock	(26,532)	(4,367)	(66,763)
Net issuance of common stock under equity compensation plans	16,666	4,772	29,392
Other	191	(1,132)	263
Net cash (used in) provided by financing activities	(235,962)	6,330	(43,129)
Effect of exchange rate changes on cash and cash equivalents	(6,141)	(6,289)	1,997
Net increase (decrease) in cash and cash equivalents	(133,920)	77,847	49,048
Cash and cash equivalents, beginning of period	283,680	205,833	156,785
Cash and cash equivalents, end of period	<u>\$ 149,760</u>	<u>\$ 283,680</u>	<u>\$ 205,833</u>
Supplemental cash flow disclosures			
Cash paid for interest	\$ 46,965	\$ 48,169	\$ 48,156
Cash paid for income taxes, net of refunds	\$ 20,654	27,326	35,074
Non-cash investing and financing activities:			
Issuance of common stock to acquire businesses	\$ —	\$ —	\$ 2,883
Issuance of stock units under incentive compensation plans	\$ 2,124	\$ 1,674	\$ 3,005
Unsettled repurchase and retirement of common stock	\$ —	\$ —	\$ (4,367)

See accompanying notes to consolidated financial statements.

FTI Consulting, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

(dollar and share amounts in tables expressed in thousands, except per share data)

1. Description of Business and Summary of Significant Accounting Policies

Description of Business

FTI Consulting, Inc. including its consolidated subsidiaries (collectively, the “Company,” “we,” “our,” or “FTI Consulting”), is a leading global business advisory firm dedicated to helping organizations protect and enhance their enterprise value. Our experienced teams of professionals include many individuals who are widely recognized as experts in their respective fields. We believe clients retain us because of our recognized expertise and capabilities in highly specialized areas as well as our reputation for satisfying our clients’ needs. We operate through five reportable segments: Corporate Finance & Restructuring, Forensic and Litigation Consulting, Economic Consulting, Technology, and Strategic Communications.

Accounting Principles

Our financial statements are prepared in conformity with United States (“U.S.”) generally accepted accounting principles (“GAAP”). The consolidated financial statements include the accounts of FTI Consulting and all of our subsidiaries. All intercompany transactions and balances have been eliminated. Reclassifications of certain prior period amounts have been made to conform to the current period presentation.

Foreign Currency

Results of operations for our non-U.S. subsidiaries are translated from the designated functional currency to the reporting currency of the U.S. dollar. Revenues and expenses are translated at average exchange rates for each month while assets and liabilities are translated at balance sheet date exchange rates. Resulting net translation adjustments are recorded as a component of stockholders’ equity in “Accumulated other comprehensive income (loss).”

Transaction gains and losses arising from currency exchange rate fluctuations on transactions denominated in a currency other than the local functional currency are included in “Interest income and other” on our Consolidated Statements of Comprehensive Income (Loss). Such transaction gains and losses may be realized or unrealized depending upon whether the transaction settled during the period or remains outstanding at the balance sheet date.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts in the consolidated financial statements and accompanying notes. Due to the inherent uncertainty involved in making those assumptions, actual results could differ from those estimates. The most significant estimates made and assumptions used are the determination of the allowance for doubtful accounts and unbilled services, the assessment of the recoverability of goodwill and intangible assets and realization of deferred tax assets, the valuation of stock-based compensation, and the fair value of acquisition-related contingent consideration. Management bases its estimates on historical trends, current experience, and other assumptions that it believes are reasonable.

Concentrations of Risk

We derive the majority of our revenues from providing professional services to clients in the U.S. For the year ended December 31, 2015, we derived approximately 28% of our revenues from the work of professionals who are assigned to locations outside of the U.S. We believe that the geographic and industry diversity of our customer base throughout the U.S. and internationally minimizes the risk of incurring material losses due to concentrations of credit risk. We do not have a single customer that represents ten percent or more of our consolidated revenues.

Revenue Recognition

Revenue is recognized when persuasive evidence of an arrangement exists, the related services are provided, the price is fixed or determinable, and collectability is reasonably assured. If, at the outset of an arrangement, we determine that the arrangement fee is not fixed or determinable, revenue is deferred until all criteria for recognizing revenue are met. Provisions are recorded for the estimated realization adjustments on all engagements, including engagements for which fees are subject to review by the bankruptcy courts and other regulatory institutions. If the client is in bankruptcy, fees for our services may be subject to approval by the court. In some cases, a portion of the fees to be paid to us by a client is required by a court to be held until completion of our work and final fee settlements

have been negotiated. We make a determination whether to record all or a portion of such holdback as revenue prior to collection on a case-by-case basis. We generate the majority of our revenues from providing professional services under four types of billing arrangements: time-and-expense, fixed-fee, performance-based and unit-based.

1. Time-and-expense billing arrangements require the client to pay based on the number of hours worked by our revenue-generating professionals at contractually agreed-upon rates. We recognize revenues for our professional services rendered under time-and-expense engagements based on the hours incurred at agreed-upon rates as work is performed. In some cases, time-and-expense arrangements are subject to a cap, in which case we assess work performed on a periodic basis to ensure that the cap has not been exceeded.
2. In fixed-fee billing arrangements, we agree to a pre-established fee in exchange for a pre-determined set of professional services. Generally, the client agrees to pay a fixed fee every month over the specified contract term. These contracts are for varying periods and generally permit the client to cancel the contract before the end of the term. We recognize revenues for our professional services rendered under these fixed-fee billing arrangements monthly over the specified contract term or, in certain cases, revenue is recognized on the proportional performance method of accounting based on the ratio of labor hours incurred to estimated total labor hours, which we consider to be the best available indicator of the pattern and timing in which such contract obligations are fulfilled.
3. In performance-based or contingent billing arrangements, fees are tied to the attainment of contractually defined objectives. Often this type of arrangement supplements a time-and-expense or fixed-fee engagement, where payment of a performance-based fee is deferred until the conclusion of the matter or upon the achievement of performance-based criteria. We do not recognize revenues under performance-based billing arrangements until all related performance criteria are met and collection of the fee is reasonably assured.
4. In our Technology segment, unit-based revenues are based on either the amount of data stored or processed, the number of concurrent users accessing the information, or the number of pages or images processed for a client. We recognize revenues for our professional services rendered under unit-based engagements as the services are provided based on agreed-upon rates. We also generate certain revenue from software licenses and maintenance. We have vendor-specific objective evidence of fair value for support and maintenance separate from software for the majority of our products. Accordingly, when licenses of certain offerings are included in an arrangement with support and maintenance, we recognize the license revenue upon delivery of the license and recognize the support and maintenance revenue over the term of the maintenance service period. Our software license agreements generally do not include acceptance provisions. If an arrangement allows for customer acceptance of the software, we defer revenue until the earlier of customer acceptance or when the acceptance provisions lapse. Revenues from hosting fees are recognized based on the units used over the term of the hosting agreement. We have certain arrangements with clients in which we provide multiple elements of services under one engagement contract. Revenues under these types of arrangements are accounted for in accordance ASC 605-25, *Multiple-Element Arrangements*, and recognized pursuant to the criteria described above.

Some clients pay us retainers before we begin work for them. We hold retainers on deposit until we have completed the work. We generally apply these retainers to final billings and refund any excess over the final amount billed to clients, as appropriate.

Reimbursable expenses, including those relating to travel, out-of-pocket expenses, outside consultants and other similar costs, are generally included in revenues, and an equivalent amount of reimbursable expenses is included in costs of services in the period in which the expense is incurred. Revenues recognized, but not yet billed to clients, have been recorded as "Unbilled receivables" in the Consolidated Balance Sheets.

Direct Cost of Revenues

Direct cost of revenues consists primarily of billable employee compensation and related payroll benefits, the cost of contractors assigned to revenue-generating activities and direct expenses billable to clients. Direct cost of revenues also includes depreciation expense on the equipment of our Technology segment that is used to host and process client information. Direct cost of revenues does not include an allocation of corporate overhead and non-billable segment costs.

Share-Based Compensation

We measure share-based compensation using a fair value based recognition method. Share-based compensation cost is estimated at the grant date based on the fair value of the award and is recognized as expense over the requisite service period or performance period of the award. The amount of share-based compensation expense recognized at any date must at least equal the portion of grant date value of the award that is vested at that date.

We use the Black-Scholes pricing model to determine the fair value of stock options on the dates of grant. The Black-Scholes pricing model requires various judgmental assumptions including volatility and expected term, which are based on our historical experience. We also make assumptions regarding the risk-free interest rate and the expected dividend yield. The risk-free interest rate is based on the term of U.S. Treasury interest rates that is consistent with the expected term of the share-based award. The dividend yield on our common stock is assumed to be zero since we do not pay dividends and have no current plans to do so in the future.

The fair value of restricted stock is measured based on the closing price of the underlying stock on the dates of grant. Awards with performance-based vesting conditions require the achievement of specific financial targets at the end of the specified performance period and the employee's continued employment. We recognize the estimated fair value of performance-based awards as share-based compensation expense over the performance period. We consider each performance period separately, based upon our determination of whether it is probable that the performance target will be achieved. At each reporting period, we reassess the probability of achieving the performance targets. If a performance target is not met, no compensation cost is ultimately recognized against that target, and, to the extent previously recognized, compensation expense is reversed.

For all our share-based awards, we estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. We estimate the forfeiture rate based on historical experience. Groups of share-based award holders that have similar historical behavior with regard to option exercise timing and forfeiture rates are considered separately for valuation and attribution purposes. Forfeitures are estimated at the time an award is granted and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

Research and Development

Research and development costs related to software development are expensed as incurred. Development activities involve a plan or design for the production of new or substantially improved products. When we have determined that technological feasibility for our software products is reached, costs related to the project are capitalized until such products are available for general release to customers as discussed in "Capitalized Software to be Sold, Leased or Otherwise Marketed." Research and development costs related to software development totaled \$19.5 million, \$19.3 million, and \$15.8 million for the years ended December 31, 2015, 2014 and 2013, respectively. Research and development costs are included in "Selling, general and administrative expenses" on the Consolidated Statements of Comprehensive Income (Loss).

Advertising Costs

Advertising costs consist of marketing, advertising through print and other media, professional event sponsorship and public relations. These costs are expensed as incurred. Advertising costs totaled \$18.2 million for the year ended December 31, 2015, and \$20.7 million for each of the years ended December 31, 2014 and 2013, respectively.

Acquisition-related Contingent Consideration

The fair value of acquisition-related contingent consideration is estimated at the acquisition date utilizing a probability weighted estimated cash flow stream adjusted for the expected timing of each payment. Subsequent to the acquisition date, on a quarterly basis, the contingent consideration liability is remeasured at current fair value with any changes recorded in earnings. Accretion expense is recorded to adjust the discounted value of acquisition contingent consideration liabilities to their present value. Any remeasurement gain or loss and the accretion expense related to the increase in the net present value of the contingent liability are included in "Acquisition-related contingent consideration" on our Consolidated Statements of Comprehensive Income (Loss).

Income Taxes

Our income tax provision consists principally of federal, state and international income taxes. We generate income in a significant number of states located throughout the U.S. as well as foreign countries in which we conduct business. Our effective income tax rate may fluctuate due to a change in the mix of earnings between higher and lower state or country tax jurisdictions and the impact of non-deductible expenses. Additionally, we record deferred tax assets and liabilities using the asset and liability method of accounting which requires us to measure these assets and liabilities using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. A valuation allowance is recognized if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax asset will not be realized. In evaluating our ability to recover our deferred tax assets, we consider all available positive and negative evidence, including scheduled reversals of temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. The evaluation of the need for a valuation allowance requires management judgment and could impact our financial results and effective tax rate.

Cash Equivalents and Short-Term Investments

Cash equivalents consist of highly liquid short-term investments, principally money market funds, commercial paper, and certificates of deposit with maturities of three months or less at the time of purchase. In addition, we also may invest in short-term investments with maturities greater than three months, consisting primarily of certificates of deposit and treasury bills. Any short-term investments are classified as available-for-sale and carried at fair value, based on quoted market prices or other readily available market information. Short-term investments are included in “Prepaid assets and other current assets” on our Consolidated Balance Sheets.

Allowance for Doubtful Accounts and Unbilled Services

We maintain an allowance for doubtful accounts and unbilled services for estimated losses resulting from disputes that affect our ability to fully collect our billed accounts receivable, potential fee reductions negotiated by clients or imposed by bankruptcy courts as well as the inability of clients to pay our fees. Even if a bankruptcy court approves our services, the court has the discretion to require us to refund all or a portion of our fees due to the outcome of the case or a variety of other factors. We estimate the allowance for all receivable risks by reviewing the status of each matter and recording reserves based on our experience and knowledge of the particular client and historical collection patterns. However, our actual experience may vary significantly from our estimates. If the financial condition of our clients were to deteriorate, resulting in their inability or unwillingness to pay our fees, or bankruptcy courts require us to refund certain fees, we need to record additional allowances or write-offs in future periods. This risk related to a client’s inability to pay may be mitigated to the extent that we receive retainers from some of our clients prior to performing services.

We record adjustments to the allowance for doubtful accounts and unbilled services as a reduction in revenue when there are changes in estimates of fee reductions that may be imposed by bankruptcy courts and other regulatory institutions, for both billed and unbilled receivables. The allowance for doubtful accounts and unbilled services is also adjusted after the related work has been billed to the client and we discover that collectability is not reasonably assured. These adjustments are recorded to “Selling, general and administrative expenses” on the Consolidated Statements of Comprehensive Income (Loss), and totaled \$15.6 million, \$18.3 million, and \$13.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Property and Equipment

We record property and equipment, including improvements that extend useful lives, at cost, while maintenance and repairs are charged to operations as incurred. We calculate depreciation using the straight-line method based on estimated useful lives ranging from three to seven years for furniture, equipment and internal use software. We amortize leasehold improvements over the shorter of the estimated useful life of the asset or the lease term. We capitalize costs incurred during the application development stage of computer software developed or obtained for internal use. Capitalized software developed for internal use is classified within furniture, equipment and software and is amortized over the estimated useful life of the software, which is generally three years.

Notes Receivable from Employees

Notes receivable from employees principally include unsecured general recourse forgivable loans and retention payments, which are provided to attract and retain certain of our senior employees and other professionals. Generally, all of the principal amount and accrued interest of the forgivable loans we make to employees and other professionals will be forgiven according to the stated terms of the loan agreement, provided that the professional is providing service to the Company on the forgiveness date, and upon other specified events, such as death or disability. Professionals who terminate their employment or services with us prior to the end of the forgiveness period are required to repay the outstanding, unforgiven loan balance and any accrued but unforgiven interest. If the termination was by the Company without cause or by the employee with good reason, or, subject to certain conditions, if the employee terminates his or her employment due to retirement or non-renewal of his or her employment agreement, the loan may be forgiven or continue to be forgivable, in whole or in part. We amortize forgivable loans over the requisite service period which ranges from a period of one to ten years. The amount of expense recognized at any date must at least equal the portion of the principal forgiven on the forgiveness date.

Goodwill and Other Intangible Assets

Goodwill represents the purchase price of acquired businesses in excess of the fair market value of net assets acquired. Other intangible assets may include trade names, customer relationships, non-competition agreements and software.

We test our goodwill and other indefinite-lived intangible assets for impairment annually as of the first day of the fourth quarter or whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. Factors we consider important that could trigger an interim impairment review include, but are not limited to, the following:

- significant underperformance relative to expected historical or projected future operating results;
- a significant change in the manner of our use of the acquired asset or the strategy for our overall business;
- a significant market decline related to negative industry or economic trends; and/or
- our market capitalization relative to net carrying value.

We assess our goodwill for impairment using a fair value approach at the reporting unit level. A reporting unit is an operating segment or a business one level below that operating segment if discrete financial information is available and regularly reviewed by the chief operating decision makers. When available and as appropriate in order to estimate fair values, we use market multiples derived from a set of guideline companies and/or guideline transactions (market approaches), discounted cash flows (an income approach), or a combination of appropriately weighted income and market approaches.

Intangible assets with finite lives are amortized over their estimated useful lives and reviewed for impairment whenever events or changes in circumstances indicate an asset's carrying value may not be recoverable. We amortize our acquired finite-lived intangible assets on a straight-line basis over periods ranging from 1 to 15 years.

Impairment of Long-Lived Assets

We review long-lived assets such as property and equipment and finite-lived intangible assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. These events or changes in circumstances may include a significant deterioration of operating results, changes in business plans, or changes in anticipated future cash flows. If an impairment indicator is present, we evaluate recoverability of assets to be held and used by a comparison of the carrying value of the assets to future undiscounted net cash flows expected to be generated by the assets. We group assets at the lowest level for which there are identifiable cash flows that are largely independent of the cash flows generated by other asset groups. If the total of the expected undiscounted future cash flows is less than the carrying amount of the asset group, we estimate the fair value of the asset group to determine whether an impairment loss should be recognized.

Capitalized Software to be Sold, Leased or Otherwise Marketed

We expense costs for software products that will be sold, leased or otherwise marketed until technological feasibility has been established. Thereafter, eligible software development costs are capitalized and subsequently reported at the lower of unamortized cost or net realizable value. Capitalized costs are amortized based on current and future revenue for each product with an annual minimum equal to the straight-line amortization over the remaining estimated economic life of the product. We classify software products to be sold, leased or otherwise marketed as noncurrent "Other assets" on our Consolidated Balance Sheets. Unamortized capitalized software costs were \$17.6 million and \$13.4 million at December 31, 2015 and 2014, respectively. Amortization expense for capitalized software costs were \$6.5 million, \$6.7 million, and \$5.8 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Leases

We lease office space and equipment under non-cancelable operating leases. The leases normally provide for the payment of minimum annual rentals and may include scheduled rent increases. Some leases include provisions for renewal options of up to five years. Some of our leases for office space contain provisions whereby the future rental payments may be adjusted for increases in operating expenses above specified amounts.

We recognize rent expense under operating leases on a straight-line basis over the non-cancelable lease term. For leases with scheduled rent increases this treatment results in a deferred rent liability, which is classified within "Other liabilities" on the Consolidated Balance Sheets. Lease inducements, such as tenant improvement allowances, cash inducements, and rent abatements, are amortized on a straight-line basis over the life of the lease. Unamortized lease inducements are also included in deferred rent. Deferred rent totaled \$44.9 million and \$42.0 million for the years ended December 31, 2015 and 2014, respectively.

Billings in Excess of Services Provided

Billings in excess of services provided represent amounts billed to clients, such as retainers, in advance of work being performed. Clients may make advance payments, which are held on deposit until completion of work or are applied at predetermined amounts or times. Excess payments are either applied to final billings or refunded to clients upon completion of work. Payments in excess of related accounts receivable and unbilled receivables are recorded as billings in excess of services provided within the liabilities section of our Consolidated Balance Sheets.

2. New Accounting Standards

In November 2015, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes*, which simplifies the presentation of deferred income taxes by requiring deferred tax assets and liabilities be classified as noncurrent on the balance sheet. The updated standard is effective for the Company at the beginning of its first quarter 2017, with early application permitted as of the beginning of any interim or annual reporting period. The Company elected to early adopt this standard as of December 31, 2015, and retrospectively reclassified \$27.3 million of our current deferred tax assets to noncurrent deferred tax liabilities as of December 31, 2014.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs*, which changes the presentation of debt issue costs in financial statements. ASU 2015-03 requires an entity to present such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the costs will continue to be reported as interest expense. In August 2015, FASB issued ASU 2015-15, *Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements*, which states that the SEC would not object to the balance sheet presentation of the costs associated with the line-of-credit arrangement as an asset that would be amortized ratably over the term of the arrangement. The Company elected to early adopt ASU 2015-03 and ASU 2015-15, and has reclassified \$5.2 million and \$11.6 million of debt issue costs associated with the Company’s long-term debt as of December 31, 2015 and 2014, respectively, from “Other Assets” to “Long-term debt, net” on our Consolidated Balance Sheets.

In May 2014, the Financial Accounting Standards Board issued ASU 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 is a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. This guidance is effective for interim and annual periods beginning after December 15, 2017 and early adoption is not permitted. Companies may use either a full retrospective or a modified retrospective approach to adopt this ASU. The Company is evaluating which transition approach to use and the impact of the adoption of this accounting standard update on its consolidated financial statements.

3. Earnings (Loss) Per Common Share

Basic earnings (loss) per common share are calculated by dividing net income (loss) by the weighted average number of common shares outstanding during the period. Diluted earnings per common share adjust basic earnings per common share for the effects of potentially dilutive common shares. Potentially dilutive common shares include the dilutive effects of shares issuable under our equity compensation plans, including stock options and restricted stock, each using the treasury stock method. Due to a net loss applicable to common stockholders for the year ended December 31, 2013, we excluded 1,232,880 potentially dilutive securities from the computation as their effect would be anti-dilutive.

	Year Ended December 31,		
	2015	2014	2013
Numerator—basic and diluted			
Net income (loss)	\$ 66,053	\$ 58,807	\$ (10,594)
Denominator			
Weighted average number of common shares outstanding — basic	40,846	39,726	39,188
Effect of dilutive stock options	388	375	—
Effect of dilutive restricted shares	495	628	—
Weighted average number of common shares outstanding — diluted	41,729	40,729	39,188
Earnings (loss) per common share — basic	\$ 1.62	\$ 1.48	\$ (0.27)
Earnings (loss) per common share — diluted	\$ 1.58	\$ 1.44	\$ (0.27)
Antidilutive stock options and restricted shares	1,734	2,967	4,363

4. Special Charges

There were no special charges recorded during the year ended December 31, 2015.

During the year ended December 31, 2014, we recorded special charges as a separate line within operating income in our Consolidated Statements of Income (Loss) totaling \$16.3 million, of which \$0.7 million was non-cash. The charges reflect the contractual post-employment payments and equity award expense acceleration, net of forfeitures of unvested equity and liability awards and annual bonus payments of former executive officers, the termination of the Company's corporate airplane lease, the closure of the Company's former West Palm Beach executive office and related lease termination, and updated forecasts of expected sublease income for corporate and segment offices previously vacated.

During the year ended December 31, 2013, we recorded special charges totaling \$38.4 million, of which \$14.1 million was non-cash. The charges reflect certain executive leadership transition costs and costs related to actions we took to realign our workforce to address current business demands impacting our Corporate Finance & Restructuring and Forensic and Litigation Consulting segments, and to reduce certain corporate overhead within our EMEA region.

The following table details the special charges by segment:

Special Charges by Segment	For the years ended December 31,	
	2014	2013
Corporate Finance & Restructuring	\$ 84	\$ 10,274
Forensic and Litigation Consulting	308	2,111
Economic Consulting	12	11
Technology	19	16
Strategic Communications	3	66
	426	12,478
Unallocated Corporate	15,913	25,936
Total	\$ 16,339	\$ 38,414

The total cash outflow associated with the 2014, 2013 and 2012 special charges is expected to be \$65.5 million, of which \$53.7 million has been paid as of December 31, 2015. Approximately \$3.2 million is expected to be paid in 2016, \$3.2 million is expected to be paid in 2017, \$2.6 million is expected to be paid in 2018, \$1.2 million is expected to be paid in 2019, and the remaining balance of \$1.6 million will be paid from 2020 to 2025. A liability for the current and noncurrent portions of the amounts to be paid is included in "Accounts payable, accrued expenses and other" and "Other liabilities," respectively, on the Consolidated Balance Sheets.

Activity related to the liabilities for these costs for the years ended December 31, 2015 and 2014 is as follows:

	Employee Termination Costs	Lease Termination Costs	Total
Balance at December 31, 2013	\$ 19,965	\$ 6,096	\$ 26,061
Additions	7,260	9,580	16,840
Payments	(13,390)	(10,822)	(24,212)
Foreign currency translation adjustment and other	(76)	—	(76)
Balance at December 31, 2014	\$ 13,759	\$ 4,854	\$ 18,613
Additions	—	—	—
Payments	(5,826)	(1,212)	(7,038)
Foreign currency translation adjustment and other ⁽¹⁾	(165)	403	238
Balance at December 31, 2015	\$ 7,768	\$ 4,045	\$ 11,813

- (1) A fair value adjustment of \$0.4 million related to expected sublease income was recorded to "Selling, general and administrative expenses" within operating income in our Consolidated Statement of Income (Loss) during the three months ended December 31, 2015.

5. Interest Income and Other

The table below presents the components of “Interest income and other” as shown on the Consolidated Statements of Comprehensive Income (Loss).

<u>Interest Income and Other</u>	<u>Year Ended December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
Interest income	\$ 4,996	\$ 5,853	\$ 5,439
Foreign exchange transaction losses, net	(940)	(2,830)	(2,326)
Other	(824)	1,647	(1,365)
Total	\$ 3,232	\$ 4,670	\$ 1,748

6. Share-Based Compensation

Share-Based Incentive Compensation Plans

Under the Company’s 2009 Omnibus Incentive Compensation Plan (Amended and Restated Effective as of June 3, 2015) (“Restated 2009 Plan”), we are authorized to issue up to 7,450,000 shares of common stock, of which no more than 5,400,000 shares of common stock may be issued in the form of restricted or unrestricted shares or other share-based awards. At December 31, 2015, 1,760,495 shares of common stock were available for grant under our Restated 2009 Plan, all of which may be granted as share-based awards.

Our officers, employees, non-employee directors and certain individual service providers are eligible to participate in the Company’s equity compensation plans, subject to the discretion of the administrator of the plans. During the year ended December 31, 2015, we awarded 307,965 restricted shares, stock options exercisable for up to 185,421 shares, 81,016 performance stock units, and 109,665 restricted stock units. These awards are recorded as equity on the Consolidated Balance Sheet. During the year ended December 31, 2015, stock options exercisable for up to 270,506 shares, 113,141 performance stock units and 20,827 restricted shares were forfeited prior to the completion of the vesting requirements.

We have also awarded employees cash-settled stock appreciation rights, cash settled units, and cash-settled performance units. The cash-settled performance units are subject to market conditions based on the adjusted total shareholder return of the Company as compared to the adjusted total shareholder return of the adjusted S&P 500 for the three year period ending March 31, 2017. During the year ended December 31, 2015, we awarded a total of 5,554 cash-settled stock appreciation rights to employees in certain foreign countries. As of December 31, 2015, there were 93,559 cash-settled stock appreciation rights, 17,896 cash-settled units, and 49,472 cash-settled performance units outstanding and there was \$1.8 million of unrecognized compensation cost related to these unvested cash-settled awards.

Share-Based Compensation Expense

The table below reflects the total share-based compensation expense recognized in our Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2015, 2014 and 2013.

<u>Income Statement Classification</u>	<u>2015</u>		<u>2014</u>		<u>2013</u>	
	<u>Options (1)</u>	<u>Restricted Shares (2)</u>	<u>Options (1)</u>	<u>Restricted Shares (2)</u>	<u>Options (1)</u>	<u>Restricted Shares (2)</u>
Direct cost of revenues	\$ 3,736	\$ 6,532	\$ 5,404	\$ 8,951	\$ 6,807	\$ 9,181
Selling, general and administrative expense	1,482	7,469	1,783	8,508	1,849	10,053
Special charges (3)	—	—	(126)	(990)	1,482	5,938
Share-based compensation expense before income taxes	5,218	14,001	7,061	16,469	10,138	25,172
Income tax benefit	1,353	5,138	2,698	6,490	4,101	9,094
Share-based compensation, net of income taxes	\$ 3,865	\$ 8,863	\$ 4,363	\$ 9,979	\$ 6,037	\$ 16,078

(1) Includes options and cash-settled stock appreciation rights.

(2) Includes restricted share awards, performance and market condition restricted stock units, and cash-settled restricted stock units.

(3) Special charges of \$0.2 million equity award expense acceleration and \$0.1 million option expense acceleration are net of forfeitures of \$1.2 million and \$0.2 million, respectively, for the year ended December 31, 2014. (See “Note 4. Special Charges” to the Consolidated Financial Statements for information related to the special charges).

Stock Options

We use the Black-Scholes option-pricing model to value our option grants using the assumptions in the following table:

Assumptions	Year Ended December 31,		
	2015	2014	2013
Risk-free interest rate	1.07% - 1.70%	0.99% - 1.94%	0.77% - 1.71%
Dividend yield	0%	0%	0%
Expected term	3 - 5 years	3 - 6 years	5 - 6 years
Stock price volatility	31.03% to 40.36%	31.05% - 37.60%	37.30% - 38.27%

The following table summarizes the option activity under our Equity Compensation Plans as of and for the year ended December 31, 2015. The aggregate intrinsic value in the table below represents the total pre-tax intrinsic value (the difference between the closing price of our common stock on the last trading day of 2015 and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2015. The aggregate intrinsic value changes based on fluctuations in the fair market value per share of our common stock.

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Options outstanding at December 31, 2014	4,340	\$ 38.03		
Options granted	185	\$ 36.82		
Options exercised	(763)	\$ 29.92		
Options forfeited	(270)	\$ 48.90		
Options outstanding at December 31, 2015	<u>3,492</u>	\$ 38.89	5.3	\$ 4,745
Options exercisable at December 31, 2015	<u>2,110</u>	\$ 41.37	4.0	\$ 2,879

Cash received from option exercises for the years ended December 31, 2015, 2014 and 2013 was \$21.1 million, \$11.3 million and \$35.7 million, respectively. The actual tax benefit realized from stock options exercised totaled \$5.5 million, \$1.9 million and \$5.5 million for the years ended December 31, 2015, 2014 and 2013, respectively.

The intrinsic value of stock options exercised is the amount by which the market value of our common stock on the exercise date exceeds the exercise price. The total intrinsic value of stock options exercised for the years ended December 31, 2015, 2014 and 2013 was \$8.1 million, \$4.4 million and \$15.1 million, respectively.

The following is a summary of the status of stock options outstanding and exercisable at December 31, 2015:

Exercise Price Range	Options Outstanding			Options Exercisable	
	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)	Shares	Weighted-Average Exercise Price
\$25.73-\$31.13	729	\$ 28.81	4.6	393	\$ 27.76
\$31.54-\$36.29	717	\$ 34.46	6.2	336	\$ 34.80
\$36.43-\$37.95	716	\$ 37.06	7.2	262	\$ 37.40
\$38.03-\$43.13	710	\$ 40.57	5.3	501	\$ 40.34
\$43.27-\$70.55	620	\$ 56.07	2.8	618	\$ 56.11
	<u>3,492</u>			<u>2,110</u>	

As of December 31, 2015, there was \$7.4 million of unrecognized compensation cost related to unvested stock options. That cost is expected to be recognized ratably over a weighted-average period of 2.2 years.

Restricted Share Awards

A summary of our unvested restricted share activity during the year ended December 31, 2015 is presented below. The fair value of unvested restricted share awards is determined based on the closing market price per share of our common stock on the grant date.

	Shares	Weighted-Average Grant-Date Fair Value
Unvested restricted share awards outstanding at December 31, 2014	1,032	\$ 35.96
Restricted share awards granted	308	\$ 38.91
Restricted share awards vested	(384)	\$ 35.77
Restricted share awards forfeited	(173)	\$ 39.08
Unvested restricted share awards outstanding at December 31, 2015	783	\$ 36.55

As of December 31, 2015, there was \$17.6 million of unrecognized compensation cost related to unvested restricted share awards. That cost is expected to be recognized ratably over a weighted-average period of 3.97 years. The total fair value of restricted share awards that vested during the year was \$14.6 million, \$20.5 million, and \$17.9 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Restricted Stock Units

A summary of our Restricted Stock Units activity during the year ended December 31, 2015 is presented below. The aggregate intrinsic value in the table below represents the total pre-tax intrinsic value based on the closing price of our common stock on the last trading day of 2015. The fair value of Restricted Stock Units is determined based on the closing market price per share of our common stock on the grant date.

	Shares	Weighted-Average Grant-Date Fair Value	Intrinsic Value
Restricted stock units outstanding at December 31, 2014	776	\$ 37.00	
Restricted stock units granted	193	\$ 39.17	
Restricted stock units released	(87)	\$ 33.37	
Restricted stock units forfeited	(113)	\$ 37.55	
Restricted stock units outstanding at December 31, 2015	769	\$ 37.87	\$ 26,547

The intrinsic value of Restricted Stock Units released reflects the market value of our common stock on the date of release. The total intrinsic value of Restricted Stock Units released was \$3.1 million, \$1.7 million and \$4.7 million for the years ended December 31, 2015, 2014 and 2013, respectively.

As of December 31, 2015, there was \$2.8 million of unrecognized compensation cost related to unvested Restricted Stock Units. That cost is expected to be recognized ratably over a weighted-average period of 1.5 years. The total fair value of Restricted Stock Units that vested during the years ended December 31, 2015, 2014 and 2013 was \$7.5 million, \$2.7 million, and \$4.6 million, respectively.

The table below reflects the weighted-average grant date fair value per share of stock options, restricted share awards and restricted stock units awarded during the years ended December 31, 2015, 2014 and 2013.

	Year Ended December 31,		
	2015	2014	2013
Weighted average fair value of grants			
Stock options	\$ 10.85	\$ 10.77	\$ 13.15
Restricted share awards and restricted stock units	\$ 39.01	\$ 32.87	\$ 36.31

7. Balance Sheet Details

	December 31,	
	2015	2014
Prepaid expenses and other current assets		
Prepaid expenses	\$ 30,779	\$ 29,566
Other current assets	10,040	7,993
Income tax receivable	15,147	23,293
Total	\$ 55,966	\$ 60,852
Accounts payable, accrued expenses and other		
Accounts payable	\$ 9,937	\$ 9,119
Accrued expenses	46,279	53,298
Accrued contingent consideration	306	896
Accrued interest payable	2,585	9,304
Accrued taxes payable	17,309	12,191
Other current liabilities	13,429	14,686
Total	\$ 89,845	\$ 99,494

8. Financial Instruments

We consider the recorded value of our certain financial assets and liabilities, which consist primarily of cash equivalents, accounts receivable, long-term receivables and accounts payable, to approximate the fair value of the respective assets and liabilities at December 31, 2015 and 2014, based on the short-term nature of the assets and liabilities. We determine the fair value of our long-term debt primarily based on quoted market prices for our 6% Senior Notes Due 2022 (the “2022 Notes”) at December 31, 2015. The fair value of our borrowings on our senior secured bank revolving credit facility (“Senior Bank Credit Facility”) approximates the carrying amount. During the quarter ended September 30, 2015, we repurchased a portion of our 6 ¾% Senior Notes Due 2020 (the “2020 Notes”) through a cash tender offer and satisfied and discharged the entire remaining amount of our 2020 Notes. The fair value of our long-term debt is classified within Level 2 of the fair value hierarchy, because it is traded in less active markets.

The following table presents the carrying amounts and estimated fair values of our other financial instruments at December 31, 2015 and 2014:

	December 31,			
	2015		2014	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Liabilities				
Acquisition-related contingent consideration, including current portion (1)	\$ 4,394	\$ 4,394	\$ 6,338	\$ 6,338
Long-term debt, including current portion	500,000	513,500	711,000	735,000
Total	\$ 504,394	\$ 517,894	\$ 717,338	\$ 741,338

(1) The short-term portion is included in “Accounts payable, accrued expenses and other.” The long-term portion is included in “Other liabilities.”

For business combinations consummated on or after January 1, 2009, we estimate the fair value of acquisition-related contingent consideration using a probability-weighted discounted cash flow model. This fair value measure is based on significant inputs not observed in the market and thus represents a Level 3 measurement. Fair value measurements characterized within Level 3 of the fair value hierarchy are measured based on unobservable inputs that are supported by little or no market activity and reflect our own assumptions in measuring fair value.

The significant unobservable inputs used in the fair value measurements of our acquisition-related contingent consideration are our measures of the future profitability and related cash flows and discount rates. Significant increases (decreases) in any of these inputs in isolation would result in a significantly lower (higher) fair value measurement. Generally, a change in the assumptions used for the discount rates is accompanied by a directionally opposite change in the fair value measurement and a change in the assumptions used for the future cash flows is accompanied by a directionally similar change in the fair value measurement. The fair value of the contingent consideration is reassessed at each reporting period by the Company based on additional information as it becomes available. Any change in the fair value adjustment is recorded in the earnings of that period and is included within the “Acquisition-related contingent considerations” line in the Consolidated Statements of Comprehensive Income (Loss).

During the years ended December 31, 2015, 2014, and 2013, management determined that the fair value of certain contingent consideration liabilities had declined. This remeasurement of the contingent consideration was based on management's probability-adjusted present value of the consideration expected to be transferred during the remainder of the earnout period, based on the acquired operations' forecasted results. The resulting reduction in the liability was recorded as income totaling \$1.9 million, \$2.7 million and \$13.6 million for the years ended December 31, 2015, 2014 and 2013, respectively.

Accretion expense for acquisition-related contingent consideration totaled \$0.7 million, \$1.0 million and \$2.7 million for years ended December 31, 2015, 2014 and 2013, respectively, and is included within "Acquisition-related contingent consideration" in the Consolidated Statements of Comprehensive Income (Loss).

9. Property and Equipment

Property and equipment consist of the following.

	December 31,	
	2015	2014
Leasehold improvements	\$ 83,875	\$ 78,129
Construction in progress	2,147	7,305
Furniture and equipment	38,015	35,952
Computer equipment and software	111,191	100,484
	235,228	221,870
Accumulated depreciation and amortization	(160,468)	(139,707)
Property and equipment, net	\$ 74,760	\$ 82,163

Depreciation expense for property and equipment totaled \$24.9 million, \$28.5 million and \$26.8 million during the years ended December 31, 2015, 2014 and 2013, respectively.

10. Goodwill and Other Intangible Assets

Goodwill

The changes in the carrying amount of goodwill by reportable segment are as follows:

	Corporate Finance & Restructuring	Forensic and Litigation Consulting	Economic Consulting	Technology	Strategic Communications	Total
Balance at December 31, 2013						
Goodwill	\$ 449,710	\$ 241,651	\$ 263,474	\$ 118,073	\$ 339,964	\$ 1,412,872
Accumulated goodwill impairment	—	—	—	—	(194,139)	(194,139)
Goodwill, net at December 31, 2013	449,710	241,651	263,474	118,073	145,825	1,218,733
Acquisitions ⁽¹⁾	—	(224)	7,150	—	—	6,926
Foreign currency translation adjustment and other	(3,644)	(3,254)	(727)	(106)	(6,239)	(13,970)
Balance at December 31, 2014						
Goodwill	446,066	238,173	269,897	117,967	333,725	1,405,828
Accumulated goodwill impairment	—	—	—	—	(194,139)	(194,139)
Goodwill, net at December 31, 2014	446,066	238,173	269,897	117,967	139,586	1,211,689
Acquisitions ⁽¹⁾	70	—	—	—	—	70
Foreign currency translation adjustment and other	(4,588)	(2,962)	(556)	(79)	(5,276)	(13,461)
Balance at December 31, 2015						
Goodwill	441,548	235,211	269,341	117,888	328,449	1,392,437
Accumulated goodwill impairment	—	—	—	—	(194,139)	(194,139)
Goodwill, net December 31, 2015	\$ 441,548	\$ 235,211	\$ 269,341	\$ 117,888	\$ 134,310	\$ 1,198,298

(1) Includes adjustments during the purchase price allocation period.

(2) Contingent consideration is related to business combinations consummated prior to January 1, 2009.

2015 and 2014 Goodwill Impairment Test

For the 2015 and 2014 annual goodwill impairment test performed as of October 1, 2015 and October 1, 2014 respectively, we utilized the quantitative test for our six reporting units using a combination of appropriately weighted income and market approaches. The cash flows employed in the income approach are based on our most recent budgets, forecasts and business plans, as well as various growth rate assumptions for years beyond the current business plan period, discounted using an estimated weighted average costs of capital. The results of the Step 1 goodwill impairment analysis indicated that the estimated fair value of all of our reporting units exceeded their respective carrying values.

2013 Goodwill Impairment Test

In the third quarter of 2013, in addition to reduced levels of M&A activity, our Strategic Communications segment experienced pricing pressure for certain discretionary communications services, including initial public offering support services where there is volume but also increasing competition. These factors compressed segment margins and contributed to a change in the Company's near-term outlook for this segment. As a result, we performed an interim impairment analysis with respect to the carrying value of goodwill in our Strategic Communications reporting unit in connection with the preparation of our financial statements for the quarter ended September 30, 2013. We concluded that the carrying values of the Strategic Communications reporting unit exceeded its implied fair value, resulting in a \$83.8 million goodwill impairment charge.

Other Intangible Assets

Other intangible assets with finite lives are amortized over their estimated useful lives. We recorded amortization expense of \$11.7 million, \$15.5 million, and \$23.0 million during the years ended December 31, 2015, 2014 and 2013, respectively. Based solely on the amortizable intangible assets recorded at December 31, 2015, we estimate amortization expense to be \$10.5 million in 2016, \$9.7 million in 2017, \$8.1 million in 2018, \$7.5 million in 2019, \$7.3 million in 2020 and an aggregate of \$15.2 million in years after 2020. Actual amortization expense to be reported in future periods could differ from these estimates as a result of new intangible asset acquisitions, changes in useful lives or other relevant factors or changes.

		December 31, 2015		December 31, 2014	
	Useful Life in Years	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets					
Customer relationships	1 to 15	\$ 128,512	\$ 72,941	\$ 136,692	\$ 69,472
Non-competition agreements	1 to 10	7,263	7,052	9,167	8,275
Software	3 to 10	3,273	940	3,594	613
Trade names	1 to 2	360	140	378	37
		139,408	81,073	149,831	78,397
Unamortized intangible assets					
Trade names	Indefinite	5,600	—	5,600	—
Total		\$ 145,008	\$ 81,073	\$ 155,431	\$ 78,397

11. Notes Receivable from Employees

The table below summarizes the changes in the carrying amount of our notes receivable from employees as of December 31, 2015 and 2014.

	December 31,	
	2015	2014
Notes receivable from employees - beginning	\$ 149,357	\$ 141,391
Notes granted	26,827	52,698
Repayments	(4,622)	(8,180)
Amortization Expense	(25,977)	(32,070)
CTA and other	(2,588)	(4,482)
Notes receivable from employees - ending	142,997	149,357
Less current portion	(36,115)	(27,208)
Notes receivable from employees, net of current portion	<u>\$ 106,882</u>	<u>\$ 122,149</u>

At December 31, 2015 and 2014, there were 285 and 311 notes outstanding, respectively. Total amortization expense for the years ended December 31, 2015, 2014 and 2013 was \$26.0 million, \$32.1 million and \$35.1 million, respectively.

12. Long-Term Debt

The components of the Company's long-term debt were as follows:

	December 31,	
	2015	2014
6 ¾% senior notes due 2020	\$ —	\$ 400,000
6% senior notes due 2022	300,000	300,000
Senior bank credit facility	200,000	—
Notes payable to former shareholders of acquired businesses	—	11,000
Total debt	500,000	711,000
Less deferred debt issue costs	(5,228)	(11,596)
Less current portion	—	(11,000)
Long-term debt, net	\$ 494,772	\$ 688,404

6% Senior Notes Due 2022. The 2022 Notes have been registered with the SEC. Cash interest is payable semi-annually beginning on May 15, 2013 at a rate of 6% per year. The 2022 Notes will mature on November 15, 2022. The 2022 Notes are guaranteed, with certain exceptions, by our existing and future domestic subsidiaries. The 2022 Notes and the guarantees are our and the guarantors' general unsecured senior obligations. The indebtedness evidenced by the 2022 Notes and the guarantees (i) rank equally in right of payment with all of FTI Consulting, Inc.'s and the guarantors' existing and future senior indebtedness, (ii) rank senior in right of payment to any existing and future subordinated indebtedness, (iii) are effectively junior to all of FTI Consulting, Inc.'s and the guarantors' secured debt, including borrowings under the Senior Bank Credit Facility (as defined below), to the extent of the value of the collateral securing such indebtedness, and (iv) are structurally subordinated to all existing and future indebtedness and other liabilities of any current and future non-guarantor subsidiaries (other than indebtedness and liabilities owed to FTI Consulting, Inc. or one of its guarantor subsidiaries).

At any time prior to November 15, 2017, we may redeem the 2022 Notes, in whole or in part, at a price equal to 100% of the principal amount plus an applicable "make-whole" premium and accrued and unpaid interest, if any, to the redemption date. The 2022 Notes are subject to redemption at our option, in whole or in part, at any time after November 15, 2017, upon not less than 30 nor more than 60 days prior notice at the following redemption prices (expressed as percentages of the principal amount to be redeemed) set forth below, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

Year	Redemption Price
2017	103.000%
2018	102.000%
2019	101.000%
2020 and thereafter	100.000%

Debt issue costs of approximately \$7.6 million were capitalized and are being amortized over the term of the 2022 Notes, which approximates the effective interest method.

6 ¾% Senior Notes Due 2020. On August 14, 2015, the Company commenced a cash tender offer for any and all of the 2020 Notes for a price equal to \$1,037.88 per \$1,000 principal amount, plus accrued interest (the "Tender Offer"). The Tender Offer expired on August 27, 2015 and on August 28, 2015, we retired an aggregate of \$192.9 million principal amount of 2020 Notes pursuant to the Tender Offer. On September 1, 2015, the Company issued a notice of redemption for the balance of \$207.1 million principal amount of 2020 Notes that remained outstanding after the Tender Offer, with a redemption date of October 1, 2015. On September 23, 2015, pursuant to the terms of the 2020 Note Indenture, we satisfied and discharged the \$207.1 million principal amount of the 2020 Notes that remained outstanding by irrevocably depositing with a trustee, prior to the redemption date, sufficient funds to repurchase all such 2020 Notes at a redemption price of \$1,033.75 (plus accrued and unpaid interest through September 30, 2015) for each \$1,000 aggregate principal amount. The 2020 Notes were subsequently redeemed by the trustee on October 1, 2015.

We recognized a loss on our early extinguishment of debt of \$19.6 million, consisting primarily of a redemption premium of \$14.3 million and a \$4.9 million non-cash write-off of unamortized deferred financing costs. This loss has been recorded in "Loss on early extinguishment of debt" within the Consolidated Statements of Comprehensive Income (Loss).

Senior Bank Credit Facility. On June 26, 2015, we entered into a credit agreement (the “2015 Credit Agreement”), which effectively amended and extended our prior credit agreement, dated November 27, 2012 (the “2012 Credit Agreement”). The 2012 Credit Agreement provided for a five-year \$350.0 million senior secured revolving line of credit maturing on November 27, 2017. The 2015 Credit Agreement provides for a \$550.0 million senior secured revolving line of credit maturing on September 26, 2020. We did not incur any early termination or prepayment penalties in connection with the replacement of the 2012 Credit Agreement. At the Company’s option, borrowings under the Senior Bank Credit Facility will bear interest at either one, two or three month LIBOR or an alternative base rate, in each case plus the applicable margin. The applicable margin will fluctuate between 1.375% per annum and 2.00% per annum, in the case of LIBOR borrowings, or between 0.375% per annum and 1.00% per annum, in the case of base rate borrowings, in each case, based upon the Company’s Consolidated Total Leverage Ratio (as defined in the 2015 Credit Agreement) at such time.

Under the Senior Bank Credit Facility, we are required to pay a commitment fee rate that fluctuates between 0.25% and 0.35% per annum and the letter of credit fee rate that fluctuates between 1.375% and 2.00% per annum, in each case, based upon the Company’s Consolidated Total Leverage Ratio.

Under the Senior Bank Credit Facility, the lenders have a security interest in substantially all of the existing and after acquired assets of FTI Consulting, Inc. and substantially all of our domestic subsidiaries. Subject to certain conditions, at any time prior to maturity, we will be able to invite existing and new lenders to increase the size of the Senior Bank Credit Facility under the 2015 Credit Agreement or provide new term loans under the 2015 Credit Agreement, in each case, up to a maximum of \$100.0 million plus unlimited amounts so long as the effect of the new increase does not cause the Consolidated Total Leverage Ratio to be greater than 3.50 to 1.00.

The 2015 Credit Agreement governing our Senior Bank Credit Facility and the indenture governing our 2022 Notes contain covenants which, among other things, limit our ability to incur additional indebtedness, create liens, pay dividends on our capital stock, make distributions or repurchases of our capital stock or make specified other restricted payments, consolidate, merge or sell assets or engage in sale-leasebacks, guarantee obligations of other entities and our foreign subsidiaries, make investments and loans, enter into transactions with affiliates or related persons, repay, redeem or purchase certain indebtedness (or modify the terms thereof), make material changes to accounting and reporting practices and engage in any business other than consulting-related businesses or substantially related, complimentary or incidental businesses. In addition, the 2015 Credit Agreement governing our Senior Bank Credit Facility includes financial covenants that require us not to (i) exceed a maximum consolidated total leverage ratio (the ratio of total funded debt to adjusted EBITDA), and (ii) exceed a maximum consolidated interest coverage ratio (the ratio of adjusted EBITDA minus capital expenditures and cash taxes to cash interest). At December 31, 2015, we were in compliance with all covenants as stipulated in the 2015 Credit Agreement governing our Senior Bank Credit Facility and the indenture governing our 2022 Notes.

There were \$200.0 million in borrowings outstanding under the Company’s Senior Bank Credit Facility as of December 31, 2015. The Company has classified these borrowings as long-term debt in the accompanying Consolidated Balance Sheet as the Company has the intent and ability, as supported by availability under the 2015 Credit Agreement, to refinance these borrowings for more than one year from the Balance Sheet date. Additionally, \$1.4 million of the borrowing limit was used (and, therefore, unavailable) as of December 31, 2015 for letters of credit.

There were \$5.5 million, \$2.8 million and \$3.7 million of unamortized debt issue costs related to Senior Bank Credit Facility as of December 31, 2015, 2014 and 2013 respectively. These amounts were included in “Other assets” on our Consolidated Balance Sheets.

Notes payable to shareholders of acquired businesses. In connection with our 2010 acquisition of FS Asia Advisory Limited (formerly Ferrier Hodgson Hong Kong Group), we issued \$35.0 million of notes to selling shareholders as part of the total consideration paid. On August 19, 2015, we repaid the remaining \$11.0 million balance of notes payable to the former shareholders of FS Asia Advisory Limited.

Guarantees. Currently, we do not have any debt guarantees related to entities outside of the consolidated group. At December 31, 2015, substantially all of our domestic subsidiaries are guarantors of borrowings under our Senior Bank Credit Facility and our Notes in the amount of \$500.0 million.

13. Commitments and Contingencies

Operating Lease Commitments

Rental expense, net of rental income was \$56.1 million, \$57.8 million, and \$60.7 million during the years ended December 31, 2015, 2014 and 2013, respectively. For years subsequent to December 31, 2015, future minimum payments for all operating lease obligations that have initial non-cancelable lease terms exceeding one year, net of rental income from subleases of \$2.0 million in 2016, \$1.7 million in 2017, \$1.4 million in 2018, \$1.4 million in 2019, \$0.8 million in 2020 and \$3.2 million thereafter are as follows:

	Operating Leases
2016	\$ 43,037
2017	44,653
2018	36,809
2019	34,189
2020	32,229
Thereafter	83,274
Total	\$ 274,191

Contingencies

We are subject to legal actions arising in the ordinary course of business. In management's opinion, we believe we have adequate legal defenses and/or insurance coverage with respect to the eventuality of such actions. We do not believe any settlement or judgment relating to any pending legal action would materially affect our financial position or results of operations.

14. Income Taxes

Significant components of deferred tax assets and liabilities are as follows:

	Year Ended December 31,	
	2015	2014
Deferred tax assets		
Allowance for doubtful accounts	\$ 17,953	\$ 14,088
Accrued vacation and bonus	37,481	22,021
Deferred rent	13,415	15,036
Share-based compensation	30,037	18,617
Notes receivable from employees	20,353	23,158
State net operating loss carryforward & credits	3,883	3,558
Foreign net operating loss carryforward	6,614	8,040
Foreign tax credits	—	2,929
Future foreign tax credit asset	3,753	5,259
Deferred compensation	2,279	4,669
Other - net	3,754	9,583
Total deferred tax assets	139,522	126,958
Deferred tax liabilities		
Revenue recognition	(12,452)	(9,402)
Property, equipment and capitalized software	(5,739)	(4,142)
Goodwill and other intangible asset amortization	(247,951)	(233,572)
Total deferred tax liabilities	(266,142)	(247,116)
Valuation allowance	(13,167)	(14,442)
Net deferred tax assets (liabilities)	\$ (139,787)	\$ (134,600)

As of December 31, 2015, we have not provided for deferred taxes on \$46.8 million of the undistributed non-U.S. subsidiary earnings that are considered permanently invested. If these earnings were distributed in the form of dividends or otherwise, the distributors would be subject to U.S. federal income tax of approximately \$16.4 million.

At December 31, 2015 and 2014, the Company believed certain deferred tax assets principally associated with foreign net operating loss, foreign tax credit carryforwards, and other related foreign balance sheet accounts which can be carried forward for periods ranging from 20 years to indefinite, would expire unused based on updated forward-looking financial information. Therefore, valuation allowances of \$13.2 million and \$14.4 million were recorded against the Company's net deferred tax assets at December 31, 2015 and 2014, respectively.

As of December 31, 2015, we have not recorded a \$7.6 million deferred tax liability related to the tax basis difference in the investment in our foreign subsidiaries as the investment is considered permanent in duration.

The components of "Income before income tax provision" from continuing operations are as follows:

	Year Ended December 31,		
	2015	2014	2013
Domestic	\$ 59,408	\$ 60,315	\$ 32,498
Foreign	45,978	41,096	(687)
Total	\$ 105,386	\$ 101,411	\$ 31,811

The components of income tax provision from continuing operations are as follows:

	Year Ended December 31,		
	2015	2014	2013
Current			
Federal	\$ 23,957	\$ 288	\$ 16,066
State	1,943	4,681	6,673
Foreign	10,029	14,042	9,599
	<u>35,929</u>	<u>19,011</u>	<u>32,338</u>
Deferred			
Federal	\$ 1,546	\$ 21,657	\$ (1,094)
State	1,265	2,309	(1,054)
Foreign	593	(373)	12,215
	<u>3,404</u>	<u>23,593</u>	<u>10,067</u>
Income tax provision	\$ 39,333	\$ 42,604	\$ 42,405

Our income tax provision from continuing operations resulted in effective tax rates that varied from the statutory federal income tax rate as follows:

	Year Ended December 31,		
	2015	2014	2013
Income tax expense at federal statutory rate	\$ 36,885	\$ 35,494	\$ 11,134
State income taxes, net of federal benefit	1,587	3,494	3,270
Benefit from lower foreign tax rates	(5,973)	(4,154)	(5,214)
Non-deductible goodwill impairment	—	—	29,313
Valuation allowance on foreign tax credits & net operating loss carryforward	2,326	4,604	8,206
Other expenses not deductible for tax purposes	2,719	2,962	2,872
Changes in non-taxable contingent consideration	—	—	(2,777)
Other adjustments, net	1,789	204	(4,399)
Income tax provision	\$ 39,333	\$ 42,604	\$ 42,405

We file numerous consolidated and separate income tax returns in the U.S. federal jurisdiction and in many city, state and foreign jurisdictions. We are currently under an IRS audit for the year 2012 and are no longer subject to U.S. federal income tax examinations for years prior to 2011. We are also no longer subject to state and local or foreign tax examinations by tax authorities for years prior to 2009. In addition, open tax years related to state and foreign jurisdictions remain subject to examination but are not considered material to our financial position, results of operations or cash flows.

Our liability for uncertain tax positions was \$8.1 million and \$2.8 million at December 31, 2015 and 2014, respectively. The \$5.3 million increase in our liability for uncertain tax positions was due to the timing of tax deductions claimed in prior years. At December 31, 2015, our accrual for the payment of tax-related interest and penalties was not material. Management believes that an adequate provision has been made for any adjustments that may result from tax examinations. Although the timing of the resolution and closure of such examinations is not certain, the Company believes it is reasonably possible that tax audit resolutions could reduce its unrecognized tax benefits by approximately \$5.8 million in the next 12 months.

15. Stockholders' Equity

2015 stock repurchase program.

On November 5, 2015, our Board of Directors authorized a six month stock repurchase program of up to \$50.0 million (the "2015 Repurchase Program"). During the year ended December 31, 2015, we repurchased and retired 764,545 shares of our common stock for an average price per share of \$34.68, at a cost of \$26.5 million, which was paid in full in 2015.

2012 stock repurchase program.

On June 6, 2012, our Board of Directors authorized a two-year stock repurchase program of up to \$250.0 million (the "2012 Repurchase Program"). During the year ended December 31, 2013, we repurchased and retired 1,956,900 shares of our common stock for an average price per share of \$36.35, at a cost of \$71.1 million, of which \$4.4 million was accrued and included in the Consolidated Balance Sheet, and \$66.7 million was paid at December 31, 2013. In January 2014, we paid the balance due of \$4.4 million on our 2013 share repurchases. No shares were repurchased during the year ended December 31, 2014. The 2012 Repurchase Program expired on June 5, 2014.

16. Employee Benefit Plans

We maintain a qualified defined contribution 401(k) plan, which covers substantially all of our U.S. employees. Under the plan, participants are entitled to make pre-tax and/or Roth post-tax contributions up to the annual maximums established by the Internal Revenue Service. We match a certain percentage of participant contributions pursuant to the terms of the plan, which contributions are limited to a percent of the participant's eligible compensation. FTI Consulting matches each participant's eligible 401(k) plan contributions up to the annual limit specified by the Internal Revenue Service. We made contributions related to the plan of \$10.9 million, \$9.7 million and \$9.2 million during the years ended December 31, 2015, 2014 and 2013, respectively.

We also maintain several defined contribution pension schemes for our employees in the United Kingdom and other foreign countries. We contributed to these plans \$6.1 million, \$6.0 million and \$5.3 million during the years ended December 31, 2015, 2014 and 2013, respectively.

17. Segment Reporting

We manage our business in five reportable segments: Corporate Finance & Restructuring (formally known as Corporate Finance/Restructuring), Forensic and Litigation Consulting, Economic Consulting, Technology and Strategic Communications.

Our Corporate Finance & Restructuring segment focuses on the strategic, operational, financial and capital needs of businesses around the world and provides consulting and advisory services on a wide range of areas, such as restructuring (including bankruptcy), interim management, financings, mergers and acquisitions ("M&A"), M&A integration, valuations and tax issues and as well as financial, operational and performance improvement. Our distressed service offerings generally include corporate restructurings and interim management, and our non-distressed service offerings generally include all other services mentioned above.

Our Forensic and Litigation Consulting segment provides law firms, companies, government clients and other interested parties with dispute advisory, investigations, forensic accounting, business intelligence assessments, data analytics and risk mitigation services as well as interim management and performance improvement services for our health solutions practice clients.

Our Economic Consulting segment provides law firms, companies, government entities and other interested parties with analysis of complex economic issues for use in legal, regulatory and international arbitration proceedings, strategic decision making and public policy debates in the U.S. and around the world.

Our Technology segment provides e-discovery and information governance, hosting and consulting services and software to its clients. It provides products, services and consulting to companies, law firms, courts and government agencies worldwide. Its comprehensive suite of software and services help clients locate, review and produce ESI, including e-mail, computer files, voicemail, instant messaging, cloud and social media data, as well as financial and transactional data.

Our Strategic Communications segment provides advice and consulting services relating to financial and corporate communications, investor relations, reputation management, brand communications, public affairs, business consulting, digital design and marketing.

We evaluate the performance of our operating segments based on Adjusted Segment EBITDA. We define Adjusted Segment EBITDA as a segment's share of consolidated operating income before depreciation, amortization of intangible assets, remeasurement of acquisition-related contingent consideration, special charges and goodwill impairment charges. We define Total Adjusted Segment EBITDA as the total of Adjusted Segment EBITDA for all segments, which excludes unallocated corporate expenses. Although Adjusted Segment EBITDA is not a measure of financial condition or performance determined in accordance with GAAP, we use Adjusted Segment EBITDA to internally evaluate the financial performance of our segments because we believe it is a useful supplemental measure which reflects current core operating performance and provides an indicator of the segment's ability to generate cash.

The table below presents revenues and Adjusted Segment EBITDA for our reportable segments for the years ended December 31, 2015, 2014 and 2013.

	Year Ended December 31,		
	2015	2014	2013
Revenues			
Corporate Finance & Restructuring	\$ 440,398	\$ 391,115	\$ 382,526
Forensic and Litigation Consulting	482,269	483,380	433,632
Economic Consulting	447,909	451,040	447,366
Technology	218,599	241,310	202,663
Strategic Communications	189,974	189,367	186,245
Total revenues	<u>\$ 1,779,149</u>	<u>\$ 1,756,212</u>	<u>\$ 1,652,432</u>
Adjusted Segment EBITDA			
Corporate Finance & Restructuring	\$ 90,101	\$ 55,492	\$ 67,183
Forensic and Litigation Consulting	64,267	90,468	74,481
Economic Consulting	62,330	59,282	92,204
Technology	39,010	63,545	60,655
Strategic Communications	27,727	22,588	18,737
Total Adjusted Segment EBITDA	<u>\$ 283,435</u>	<u>\$ 291,375</u>	<u>\$ 313,260</u>

The table below reconciles Total Adjusted Segment EBITDA to income before income tax provision. Unallocated corporate expenses include primarily indirect costs related to centrally manage administrative functions which have not been allocated to the segments. These administrative costs include costs related to executive management, legal, corporate office support costs, information technology, accounting, marketing, human resources, and company-wide business development and strategy functions.

	Year Ended December 31,		
	2015	2014	2013
Total Adjusted Segment EBITDA	\$ 283,435	\$ 291,375	\$ 313,260
Segment depreciation expense	(27,717)	(30,267)	(28,203)
Amortization of intangible assets	(11,726)	(15,521)	(22,954)
Special charges	—	(16,339)	(38,414)
Goodwill impairment charge	—	—	(83,752)
Unallocated corporate expenses, excluding special charges	(81,348)	(84,545)	(72,053)
Interest income and other	3,232	4,670	1,748
Interest expense	(42,768)	(50,685)	(51,376)
Loss on early extinguishment of debt	(19,589)	—	—
Remeasurement of acquisition-related contingent consideration	1,867	2,723	13,555
Income before income tax provision	<u>\$ 105,386</u>	<u>\$ 101,411</u>	<u>\$ 31,811</u>

The table below presents assets by segment. Segment assets primarily include accounts and notes receivable, fixed assets purchased specifically for the segment, goodwill and other intangible assets.

	December 31,	
	2015	2014
Corporate Finance & Restructuring	\$ 671,605	\$ 668,631
Forensic and Litigation Consulting	437,398	430,759
Economic Consulting	498,765	493,694
Technology	200,987	214,866
Strategic Communications	239,443	250,194
Total segment assets	2,048,198	2,058,144
Unallocated corporate assets	180,820	333,455
Total assets	<u>\$ 2,229,018</u>	<u>\$ 2,391,599</u>

The table below details information on our revenues for the years ended December 31, 2015, 2014 and 2013. Revenues have been attributed to location based on the location of the legal entity generating the revenue.

	Year Ended December 31,		
	2015	2014	2013
United States	\$ 1,281,444	\$ 1,256,046	\$ 1,208,978
United Kingdom	232,281	232,281	194,614
All other foreign countries	265,424	267,885	248,840
Total revenue	<u>\$ 1,779,149</u>	<u>\$ 1,756,212</u>	<u>\$ 1,652,432</u>

We do not have a single customer that represents ten percent or more of our consolidated revenues.

The table below details information on our long-lived assets and net assets at December 31, 2015 and 2014 attributed to geographic location based on the location of the legal entity holding the assets.

	December 31, 2015			December 31, 2014		
	United States	United Kingdom	All other foreign countries	United States	United Kingdom	All foreign countries
Property and equipment, net of accumulated depreciation	\$ 47,107	\$ 5,033	\$ 22,620	\$ 50,914	\$ 21,971	\$ 9,278
Net assets	\$ 660,396	\$ 210,801	\$ 276,406	\$ 594,960	\$ 226,019	\$ 281,767

18. Supplemental Condensed Consolidating Guarantor and Non-Guarantor Financial Information

Substantially all of our domestic subsidiaries are guarantors of borrowings under our Senior Bank Credit Facility and 2022 Notes. The guarantees are full and unconditional and joint and several. All of our guarantors are 100% owned, direct or indirect, subsidiaries.

The following financial information presents condensed consolidating balance sheets, statements of comprehensive income (loss) and statements of cash flows for FTI Consulting, all the guarantor subsidiaries, all the non-guarantor subsidiaries and the eliminations necessary to arrive at the consolidated information for FTI Consulting and its subsidiaries. For purposes of this presentation, we have accounted for our investments in our subsidiaries using the equity method of accounting. The principal eliminating entries eliminate investment in subsidiary and intercompany balances and transactions.

Condensed Consolidating Balance Sheet Information as of December 31, 2015

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	\$ 35,211	\$ 165	\$ 114,384	\$ —	\$ 149,760
Accounts receivable, net	159,121	169,488	171,175	—	499,784
Intercompany receivables	—	936,452	62,651	(999,103)	—
Other current assets	44,086	25,627	22,368	—	92,081
Total current assets	238,418	1,131,732	370,578	(999,103)	741,625
Property and equipment, net	33,699	13,409	27,652	—	74,760
Goodwill	558,978	416,053	223,267	—	1,198,298
Other intangible assets, net	25,863	15,571	43,542	(21,041)	63,935
Investments in subsidiaries	1,995,409	486,462	—	(2,481,871)	—
Other assets	40,359	72,981	37,060	—	150,400
Total assets	<u>\$ 2,892,726</u>	<u>\$ 2,136,208</u>	<u>\$ 702,099</u>	<u>\$ (3,502,015)</u>	<u>\$ 2,229,018</u>
Liabilities					
Intercompany payables	\$ 930,066	\$ 8,921	\$ 60,116	\$ (999,103)	\$ —
Other current liabilities	135,421	107,188	104,468	—	347,077
Total current liabilities	1,065,487	116,109	164,584	(999,103)	347,077
Long-term debt, net	494,772	—	—	—	494,772
Other liabilities	184,864	12,562	42,140	—	239,566
Total liabilities	1,745,123	128,671	206,724	(999,103)	1,081,415
Stockholders' equity	1,147,603	2,007,537	495,375	(2,502,912)	1,147,603
Total liabilities and stockholders' equity	<u>\$ 2,892,726</u>	<u>\$ 2,136,208</u>	<u>\$ 702,099</u>	<u>\$ (3,502,015)</u>	<u>\$ 2,229,018</u>

Condensed Consolidating Balance Sheet Information as of December 31, 2014

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Assets					
Cash and cash equivalents	\$ 171,090	\$ 159	\$ 112,431	\$ —	\$ 283,680
Accounts receivable, net	153,495	162,032	169,574	—	485,101
Intercompany receivables	—	875,000	12,195	(887,195)	—
Other current assets	47,123	22,994	17,943	—	88,060
Total current assets	371,708	1,060,185	312,143	(887,195)	856,841
Property and equipment, net	33,864	17,050	31,249	—	82,163
Goodwill	559,318	416,053	236,318	—	1,211,689
Other intangible assets, net	29,807	18,432	53,357	(24,562)	77,034
Investments in subsidiaries	1,915,869	484,162	—	(2,400,031)	—
Other assets	50,810	78,388	34,674	—	163,872
Total assets	<u>\$ 2,961,376</u>	<u>\$ 2,074,270</u>	<u>\$ 667,741</u>	<u>\$ (3,311,788)</u>	<u>\$ 2,391,599</u>
Liabilities					
Intercompany payables	\$ 832,253	\$ 14,197	\$ 40,745	\$ (887,195)	\$ —
Other current liabilities	148,299	113,450	105,343	—	367,092
Total current liabilities	980,552	127,647	146,088	(887,195)	367,092
Long-term debt, net	688,404	—	—	—	688,404
Other liabilities	189,674	14,955	28,728	—	233,357
Total liabilities	1,858,630	142,602	174,816	(887,195)	1,288,853
Stockholders' equity	1,102,746	1,931,668	492,925	(2,424,593)	1,102,746
Total liabilities and stockholders' equity	<u>\$ 2,961,376</u>	<u>\$ 2,074,270</u>	<u>\$ 667,741</u>	<u>\$ (3,311,788)</u>	<u>\$ 2,391,599</u>

Condensed Consolidating Statement of Comprehensive Income (Loss) for the Year Ended December 31, 2015

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues	\$ 667,259	\$ 754,458	\$ 504,429	\$ (146,997)	\$ 1,779,149
Operating expenses					
Direct cost of revenues	428,356	551,829	337,856	(146,597)	1,171,444
Selling, general and administrative expenses	189,607	121,112	122,348	(399)	432,668
Acquisition-related contingent consideration	(1,408)	208	—	—	(1,200)
Amortization of other intangible assets	3,944	2,861	8,442	(3,521)	11,726
	620,499	676,010	468,646	(150,517)	1,614,638
Operating income	46,760	78,448	35,783	3,520	164,511
Other (expense) income	(64,554)	(4,881)	10,310	—	(59,125)
Income (loss) before income tax provision	(17,794)	73,567	46,093	3,520	105,386
Income tax (benefit) provision	(6,944)	35,579	10,698	—	39,333
Equity in net earnings of subsidiaries	76,903	31,744	—	(108,647)	—
Net income (loss)	<u>\$ 66,053</u>	<u>\$ 69,732</u>	<u>\$ 35,395</u>	<u>\$ (105,127)</u>	<u>\$ 66,053</u>
Other comprehensive loss, net of tax:					
Foreign currency translation adjustments, net of tax expense of \$0	—	—	(28,727)	—	(28,727)
Other comprehensive loss, net of tax:	—	—	(28,727)	—	(28,727)
Comprehensive income (loss)	<u>\$ 66,053</u>	<u>\$ 69,732</u>	<u>\$ 6,668</u>	<u>\$ (105,127)</u>	<u>\$ 37,326</u>

Condensed Consolidating Statement of Comprehensive Income (Loss) for the Year Ended December 31, 2014

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues	\$ 617,843	\$ 1,002,571	\$ 506,181	\$ (370,383)	\$ 1,756,212
Operating expenses					
Direct cost of revenues	401,451	778,648	334,015	(369,357)	1,144,757
Selling, general and administrative expenses	181,529	121,085	132,257	(1,026)	433,845
Special charges	15,227	30	1,082	—	16,339
Acquisition-related contingent consideration	(469)	(358)	(849)	—	(1,676)
Amortization of other intangible assets	4,235	2,702	12,375	(3,791)	15,521
	<u>601,973</u>	<u>902,107</u>	<u>478,880</u>	<u>(374,174)</u>	<u>1,608,786</u>
Operating income (loss)	15,870	100,464	27,301	3,791	147,426
Other (expense) income	(51,511)	(7,104)	12,600	—	(46,015)
Income (loss) before income tax provision	(35,641)	93,360	39,901	3,791	101,411
Income tax (benefit) provision	(14,981)	43,915	13,670	—	42,604
Equity in net earnings of subsidiaries	79,467	23,633	—	(103,100)	—
Net income (loss)	<u>\$ 58,807</u>	<u>\$ 73,078</u>	<u>\$ 26,231</u>	<u>\$ (99,309)</u>	<u>\$ 58,807</u>
Other comprehensive loss, net of tax:					
Foreign currency translation adjustments, net of tax expense of \$0	—	—	(29,179)	—	(29,179)
Other comprehensive loss, net of tax:	—	—	(29,179)	—	(29,179)
Comprehensive income (loss)	<u>\$ 58,807</u>	<u>\$ 73,078</u>	<u>\$ (2,948)</u>	<u>\$ (99,309)</u>	<u>\$ 29,628</u>

Condensed Consolidating Statement of Comprehensive Income (Loss) for the Year Ended December 31, 2013

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Eliminations	Consolidated
Revenues	\$ 593,644	\$ 985,398	\$ 453,272	\$ (379,882)	\$ 1,652,432
Operating expenses					
Direct cost of revenues	382,066	745,227	292,214	(377,446)	1,042,061
Selling, general and administrative expenses	166,014	110,485	120,618	(2,436)	394,681
Special charges	34,338	112	3,964	—	38,414
Acquisition-related contingent consideration	416	653	(11,938)	—	(10,869)
Amortization of other intangible assets	4,504	10,211	11,472	(3,233)	22,954
Goodwill impairment charge	—	30,321	53,431	—	83,752
	<u>587,338</u>	<u>897,009</u>	<u>469,761</u>	<u>(383,115)</u>	<u>1,570,993</u>
Operating income (loss)	6,306	88,389	(16,489)	3,233	81,439
Other (expense) income	(61,461)	(5,947)	17,780	—	(49,628)
Income (loss) before income tax provision	(55,155)	82,442	1,291	3,233	31,811
Income tax (benefit) provision	(24,654)	53,543	13,516	—	42,405
Equity in net earnings of subsidiaries	19,907	(17,744)	—	(2,163)	—
Net income (loss)	<u>\$ (10,594)</u>	<u>\$ 11,155</u>	<u>\$ (12,225)</u>	<u>\$ 1,070</u>	<u>\$ (10,594)</u>
Other comprehensive income (loss), net of tax:					
Foreign currency translation adjustments, net of tax expense of \$0	(60)	—	(9,660)	—	(9,720)
Other comprehensive income (loss), net of tax:	(60)	—	(9,660)	—	(9,720)
Comprehensive income (loss)	<u>\$ (10,654)</u>	<u>\$ 11,155</u>	<u>\$ (21,885)</u>	<u>\$ 1,070</u>	<u>\$ (20,314)</u>

Condensed Consolidating Statement of Cash Flows for the Year Ended December 31, 2015

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating activities				
Net cash provided by operating activities	\$ 14,815	\$ 83,516	\$ 41,589	\$ 139,920
Investing activities				
Payments for acquisition of businesses, net of cash received	—	—	(575)	(575)
Purchases of property and equipment and other	(9,192)	(16,487)	(5,720)	(31,399)
Other	79	—	158	237
Net cash used in investing activities	(9,113)	(16,487)	(6,137)	(31,737)
Financing activities				
Borrowings under revolving line of credit, net	200,000	—	—	200,000
Payments of long-term debt	(425,671)	—	—	(425,671)
Payments of debt financing fees	(3,843)	—	—	(3,843)
Deposits	—	—	3,227	3,227
Purchase and retirement of common stock	(26,532)	—	—	(26,532)
Net issuance of common stock under equity compensation plans	16,666	—	—	16,666
Other	485	(294)	—	191
Intercompany transfers	97,314	(66,729)	(30,585)	—
Net cash used in financing activities	(141,581)	(67,023)	(27,358)	(235,962)
Effects of exchange rate changes on cash and cash equivalents	—	—	(6,141)	(6,141)
Net increase (decrease) in cash and cash equivalents	(135,879)	6	1,953	(133,920)
Cash and cash equivalents, beginning of year	171,090	159	112,431	283,680
Cash and cash equivalents, end of year	\$ 35,211	\$ 165	\$ 114,384	\$ 149,760

Condensed Consolidating Statement of Cash Flows for the Year Ended December 31, 2014

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating activities				
Net cash (used in) provided by operating activities	\$ (36,921)	\$ 142,540	\$ 29,782	\$ 135,401
Investing activities				
Payments for acquisition of businesses, net of cash received	(14,729)	(7,783)	(955)	(23,467)
Purchases of property and equipment and other	(12,738)	(13,080)	(13,438)	(39,256)
Other	139	—	4,989	5,128
Net cash used in investing activities	(27,328)	(20,863)	(9,404)	(57,595)
Financing activities				
Payments of long-term debt and capital lease obligations	—	(6,000)	(14)	(6,014)
Deposits	—	—	13,071	13,071
Purchase and retirement of common stock	(4,367)	—	—	(4,367)
Net issuance of common stock under equity compensation plans	4,772	—	—	4,772
Other	366	(555)	(943)	(1,132)
Intercompany transfers	122,625	(115,457)	(7,168)	—
Net cash provided by (used in) financing activities	123,396	(122,012)	4,946	6,330
Effects of exchange rate changes on cash and cash equivalents	—	—	(6,289)	(6,289)
Net increase (decrease) in cash and cash equivalents	59,147	(335)	19,035	77,847
Cash and cash equivalents, beginning of year	111,943	494	93,396	205,833
Cash and cash equivalents, end of year	\$ 171,090	\$ 159	\$ 112,431	\$ 283,680

Condensed Consolidating Statement of Cash Flows for the Year Ended December 31, 2013

	FTI Consulting, Inc.	Guarantor Subsidiaries	Non-Guarantor Subsidiaries	Consolidated
Operating activities				
Net cash (used in) provided by operating activities	\$ (37,166)	\$ 178,234	\$ 52,203	\$ 193,271
Investing activities				
Payments for acquisition of businesses, net of cash received	(12,555)	(7,157)	(35,786)	(55,498)
Purchases of property and equipment and other	(4,296)	(17,507)	(20,741)	(42,544)
Other	45	—	(5,094)	(5,049)
Net cash used in investing activities	(16,806)	(24,664)	(61,621)	(103,091)
Financing activities				
Payments of long-term debt and capital lease obligations	—	(6,000)	(21)	(6,021)
Purchase and retirement of common stock	(66,763)	—	—	(66,763)
Net issuance of common stock under equity compensation plans	29,392	—	—	29,392
Other	1,515	—	(1,252)	263
Intercompany transfers	135,108	(147,686)	12,578	—
Net cash provided by (used in) financing activities	99,252	(153,686)	11,305	(43,129)
Effects of exchange rate changes on cash and cash equivalents	—	—	1,997	1,997
Net increase (decrease) in cash and cash equivalents	45,280	(116)	3,884	49,048
Cash and cash equivalents, beginning of year	66,663	610	89,512	156,785
Cash and cash equivalents, end of year	\$ 111,943	\$ 494	\$ 93,396	\$ 205,833

19. Quarterly Financial Data (unaudited)

	Quarter Ended			
	March 31	June 30	September 30	December 31
2015				
Revenues	\$ 432,338	\$ 449,137	\$ 455,470	\$ 442,204
Operating expenses				
Direct cost of revenues	279,030	291,469	301,609	299,336
Selling, general and administrative expenses	102,214	109,045	105,058	116,351
Acquisition-related contingent consideration	234	(1,538)	159	(55)
Amortization of other intangible assets	3,012	3,007	2,900	2,807
	<u>384,490</u>	<u>401,983</u>	<u>409,726</u>	<u>418,439</u>
Operating income	47,848	47,154	45,744	23,765
Interest income and other	(137)	950	2,027	392
Interest expense	(12,368)	(12,473)	(11,696)	(6,231)
Loss on early extinguishment of debt	—	—	(19,589)	—
Income before income tax provision	35,343	35,631	16,486	17,926
Income tax provision	11,657	13,922	6,177	7,577
Net income	\$ 23,686	\$ 21,709	\$ 10,309	\$ 10,349
Earnings per common share — basic	\$ 0.59	\$ 0.53	\$ 0.25	\$ 0.25
Earnings per common share — diluted	\$ 0.57	\$ 0.52	\$ 0.25	\$ 0.25
Weighted average common shares outstanding				
Basic	40,384	40,792	41,094	41,078
Diluted	41,324	41,696	41,982	41,879

	Quarter Ended			
	March 31	June 30	September 30	December 31
2014				
Revenues	\$ 425,552	\$ 454,324	\$ 451,178	\$ 425,158
Operating expenses				
Direct cost of revenues	274,275	295,549	293,244	281,689
Selling, general and administrative expenses	108,387	107,032	102,461	115,965
Special charges	—	9,364	5,347	1,628
Acquisition-related contingent consideration	(1,843)	(5)	257	(85)
Amortization of other intangible assets	4,616	3,452	3,398	4,055
	385,435	415,392	404,707	403,252
Operating income	40,117	38,932	46,471	21,906
Interest income and other	1,003	1,448	1,014	1,205
Interest expense	(12,655)	(12,908)	(12,634)	(12,488)
Income before income tax provision	28,465	27,472	34,851	10,623
Income tax provision	10,348	10,225	12,329	9,702
Net income	\$ 18,117	\$ 17,247	\$ 22,522	\$ 921
Earnings per common share — basic	\$ 0.46	\$ 0.43	\$ 0.57	\$ 0.02
Earnings per common share — diluted	\$ 0.45	\$ 0.42	\$ 0.55	\$ 0.02
Weighted average common shares outstanding				
Basic	39,438	39,681	39,789	39,991
Diluted	40,457	40,750	40,819	41,090

The sum of the quarterly earnings per share amounts may not equal the annual amounts due to changes in the weighted-average number of common share outstanding during each quarterly period.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

An evaluation of the effectiveness of the design and operation of our “disclosure controls and procedures” (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), as of the end of the period covered by this Annual Report on Form 10-K was made under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is timely recorded, processed, summarized and reported and include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer as appropriate, to allow timely decisions regarding required disclosure.

Management’s Report on Internal Control over Financial Reporting

Management’s report on internal control over financial reporting is included in “Item 8. Financial Statements and Supplementary Data.”

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None

PART III

Certain information required in Part III is omitted from this report, but is incorporated herein by reference from our definitive proxy statement for the 2016 Annual Meeting of Stockholders to be filed within 120 days after the end of our fiscal year ended December 31, 2015, pursuant to Regulation 14A with the SEC.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information contained in our proxy statement under the captions “Information About the Board of Directors and Committees,” “Corporate Governance,” “Executive Officers and Compensation,” and “Section 16(a) Beneficial Ownership Reporting Compliance” is incorporated herein by reference.

We have adopted the FTI Consulting, Inc. Code of Ethics and Business Conduct (“Code of Ethics”), which applies to our chairman of the board, president, chief executive officer, chief financial officer, corporate controller and our other financial professionals, as well as all our other executive officers, including chief strategy and information officer, chief human resources officer, executive vice president, general counsel, and chief risk officer and our other officers, directors, employees and independent contractors. The Code of Ethics is publicly available on our website at <http://www.fticonsulting.com>. If we make any substantive amendments to the Code of Ethics or grant any waiver, including any implicit waiver, from a provision of the Code of Ethics to our president, chief executive officer, chief financial officer, corporate controller or persons performing similar functions, other executive officers or directors, we will disclose the nature of such amendment or waiver on our website or in a Current Report on Form 8-K filed with the SEC. We will provide a copy of our Code of Ethics without charge upon request to our Corporate Secretary, FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210.

ITEM 11. EXECUTIVE COMPENSATION

The information contained in our proxy statement under the caption “Executive Officers and Compensation” is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information contained in our proxy statement under the captions “Security Ownership of Certain Beneficial Owners and Management” and this Annual Report on Form 10-K under the caption “Part II — Item 5. Market for the Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities — Securities Authorized for Issuance under Equity Compensation Plans” is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information contained in our proxy statement under the captions “Certain Relationships and Related Party Transactions,” “Information About the Board of Directors and Committees” and “Corporate Governance” is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information contained in our proxy statement under the caption “Principal Accountant Fees and Services” is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULE

- (a) (1) The following financial statements are included in this Annual Report on Form 10-K:
- Management's Report on Internal Control over Financial Reporting
 - Report of Independent Registered Public Accounting Firm — Internal Control over Financial Reporting
 - Reports of Independent Registered Public Accounting Firm — Consolidated Financial Statements
 - Consolidated Balance Sheets — December 31, 2015 and 2014
 - Consolidated Statements of Comprehensive Income (Loss) — Years Ended December 31, 2015, 2014 and 2013
 - Consolidated Statements of Stockholders' Equity — Years Ended December 31, 2015, 2014 and 2013
 - Consolidated Statements of Cash Flows — Years Ended December 31, 2015, 2014 and 2013
 - Notes to Consolidated Financial Statements
- (2) The following financial statement schedule is included in this Annual Report on Form 10-K:
- Schedule II — Valuation and Qualifying Accounts
- All schedules, other than the schedule listed above, are omitted as the information is not required or is otherwise provided.

FTI Consulting, Inc. and Subsidiaries
Schedule II — Valuation and Qualifying Accounts
(in thousands)

Description	Balance at Beginning of Period	Additions		Deductions**	Balance at End of Period
		Charged to Expense	Charged to Other Accounts*		
Year Ended December 31, 2015					
Reserves and allowances deducted from asset accounts:					
Allowance for doubtful accounts and unbilled services	\$ 144,825	\$ 15,564	\$ 42,134	\$ 16,769	\$ 185,754
Valuation allowance for deferred tax asset	\$ 14,442	\$ —	\$ —	\$ 1,275	\$ 13,167
Year Ended December 31, 2014					
Reserves and allowances deducted from asset accounts:					
Allowance for doubtful accounts and unbilled services	\$ 109,273	\$ 18,252	\$ 35,423	\$ 18,123	\$ 144,825
Valuation allowance for deferred tax asset	\$ 10,201	\$ 4,241	\$ —	\$ —	\$ 14,442
Year Ended December 31, 2013					
Reserves and allowances deducted from asset accounts:					
Allowance for doubtful accounts and unbilled services	\$ 94,048	\$ 13,335	\$ 20,463	\$ 18,573	\$ 109,273
Valuation allowance for deferred tax asset	\$ 1,939	\$ 8,262	\$ —	\$ —	\$ 10,201

* Includes estimated provision for unbilled services recorded as a reduction to revenues (i.e., fee, rate and other adjustments).

** Includes estimated direct write-offs of uncollectible and unrealizable accounts receivable.

Exhibit Number	Description of Exhibits
3.1	Articles of Incorporation of FTI Consulting, Inc., as Amended and Restated. (Filed with the Securities and Exchange Commission on May 23, 2003 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 21, 2003 and incorporated herein by reference.)
3.2	Articles of Amendment dated June 1, 2011 to Charter of FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on June 2, 2011 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 1, 2011 and incorporated herein by reference.)
3.3	Bylaws of FTI Consulting, Inc., as Amended and Restated on June 1, 2011. (Filed with the Securities and Exchange Commission on June 2, 2011 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 1, 2011 and incorporated herein by reference.)
3.4	Amendment No. 1 to Bylaws of FTI Consulting, Inc. (Filed with the Securities and Exchange Commission on December 16, 2013 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 13, 2013 and incorporated herein by reference.)
3.5	Amendment No. 2 to Amended and Restated Bylaws of FTI Consulting, Inc. (Filed with the SEC on September 22, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 17, 2014 and incorporated herein by reference.)
4.1	Indenture, dated as of November 27, 2012, among FTI Consulting, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee, relating to FTI Consulting, Inc.'s 6.0% Senior Notes due 2022. (Filed with the Securities and Exchange Commission on November 29, 2012 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 27, 2012 and incorporated herein by reference.)
4.2	Form of Notation of Guarantee of 6.0% Senior Notes due 2022 (included in Exhibit 4.2 to the Indenture, dated as of November 27, 2012, among FTI Consulting, Inc., the guarantors party thereto and U.S. Bank National Association, as trustee, relating to FTI Consulting, Inc.'s 6.0% Senior Notes due 2022 filed with the Securities and Exchange Commission on November 29, 2012 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 27, 2012 and incorporated herein by reference.)

Exhibit Number	Description of Exhibits
4.3	Registration Rights Agreement, dated November 27, 2012, among FTI Consulting, Inc., the guarantors party thereto and J.P. Morgan Securities LLC. (Filed with the Securities and Exchange Commission on November 29, 2012 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated November 27, 2012 and incorporated herein by reference.)
4.4	First Supplemental Indenture relating to the 6.0% Senior Notes due 2022, dated as of May 15, 2013, by and among FTI Consulting, Inc., FTI Consulting (Government Affairs) LLC, FTI Consulting Realty LLC and U.S. Bank National Association, as trustee. (Filed with Securities and Exchange Commission on May 22, 2013 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 dated May 22, 2013 and incorporate herein by reference.)
4.5	Second Supplemental Indenture relating to the 6.0% Senior Notes due 2022, dated as of August 16, 2013, by and among FTI Consulting, Inc., FTI Consulting Acuity LLC and U.S. Bank National Association, as trustee. (Filed with Securities and Exchange Commission on November 8, 2013 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the Quarter Ended September 30, 2013 and incorporate herein by reference.)
4.6	Third Supplemental Indenture relating to the 6.0% Senior Notes due 2022, dated as of December 5, 2014, by and among FTI Consulting, Inc., FTI Consulting Platt Sparks LLC, WDScoff (US) Inc. and U.S. Bank National Association, as trustee (filed with the Securities and Exchange Commission on February 23, 2015 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2014 and incorporated herein by reference).
4.7†	Fourth Supplemental Indenture relating to the 6.0% Senior Notes due 2022, dated as of July 13, 2015, by and among FTI Consulting, Inc., Greenleaf Power Management LLC and U.S. Bank National Association, as trustee.
10.1 *	FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated as of April 27, 2005. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.2 *	Form of Incentive Stock Option Agreement used with 2004 Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.3 *	Form of Restricted Stock Agreement used with 2004 Long-Term Incentive Plan, as amended. (Filed with the Securities and Exchange Commission on November 9, 2004 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2004 and incorporated herein by reference.)
10.4 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan established effective April 27, 2005. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.5 *	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.6 *	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.7 *	Form of FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Unit Agreement. (Filed with the Securities and Exchange Commission on May 24, 2005 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated May 18, 2005 and incorporated herein by reference.)
10.8 *	Form of Nonqualified Stock Option Agreement used with 2004 Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on January 13, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4/A and incorporated herein by reference.)
10.9 *	Amendment to FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective April 27, 2005. (Filed with the Securities and Exchange Commission on March 31, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 31, 2006 and incorporated herein by reference.)
10.10 *	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. Non-Employee Director Compensation Plan. (Filed with the Securities and Exchange Commission on June 7, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 7, 2006 and incorporated herein by reference.)

Exhibit Number	Description of Exhibits
10.11 *	Amendment dated as of June 6, 2006 to the FTI Consulting, Inc. 2004 Long-Term Incentive Plan, as Amended and Restated Effective as of April 27, 2005, as further amended. (Filed with the Securities and Exchange Commission on June 7, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 7, 2006 and incorporated herein by reference.)
10.12 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission, on June 6, 2006 as exhibit 4.3 to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.13 *	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.14 *	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134789) and incorporated herein by reference.)
10.15 *	FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors. (Filed with the Securities and Exchange Commission on April 28, 2006 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.16 *	Form of FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors Restricted Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134790) and incorporated herein by reference.)
10.17 *	Form of FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 6, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (333-134790) and incorporated herein by reference.)
10.18 *	FTI Consulting, Inc. 2007 Employee Stock Purchase Plan. (Filed with the Securities and Exchange Commission on April 28, 2006 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.19 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, Amended and Restated Effective October 25, 2006. (Filed with the Securities and Exchange Commission on October 26, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated October 25, 2006 and incorporated herein by reference.)
10.20 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix II: Australian Sub-Plan. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.21 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix III: Ireland Sub-Plan. (Filed with the Securities Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.22 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan/Appendix IV: United Kingdom Sub-Plan. (Filed with the Securities and Exchange Commission on December 15, 2006 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-4 (File No. 333-139407) and incorporated herein by reference.)
10.23 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan Stock Option Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on December 13, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 11, 2006 and incorporated herein by reference.)
10.24 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan Restricted Stock Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on December 13, 2006 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 11, 2006 and incorporated herein by reference.)
10.25 *	FTI Consulting, Inc. Non-Qualified Stock Option Agreement under FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan. (Filed with the Securities and Exchange Commission on May 9, 2007 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 and incorporated herein by reference.)

Exhibit Number	Description of Exhibits
10.27 *	FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.28 *	FTI Consulting, Inc. Deferred Compensation Plan For Key Employees and Non-Employee Directors Restricted Stock Unit Agreement for Non-Employee Directors Under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.29 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement Under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on May 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended March 31, 2008 and incorporated herein by reference.)
10.30 *	Form of Restricted Stock Unit Agreement for Non-Employee Directors under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.31 *	Form of Stock Unit Agreement for Non-Employee Directors under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.32 *	Form of FTI Consulting, Inc. 2004 Long-Term Incentive Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.33 *	FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan [Amended and Restated Effective as of May 14, 2008]. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.34 *	Form of FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan Restricted Stock Agreement under the Non-Employee Director Compensation Plan, as Amended and Restated Effective as of February 20, 2008. (Filed with the Securities and Exchange Commission on August 7, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for quarter ended June 30, 2008 and incorporated herein by reference.)
10.36 *	Form of Incentive Stock Option Agreement under the FTI Consulting, Inc. 2006 Global Long-Term Incentive Plan, as Amended and Restated. (Filed with the Securities and Exchange Commission on November 6, 2008 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 and incorporated herein by reference.)
10.37 *	Offer Letter dated April 26, 2006 to and accepted by Eric B. Miller. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.38 *	Amendment made and entered into as of December 31, 2008 to Offer Letter dated April 26, 2006 to and accepted by Eric B. Miller. (Filed with the Securities and Exchange Commission on March 2, 2009 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 and incorporated herein by reference.)
10.39 *	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan. (Filed with the Securities and Exchange Commission on April 23, 2009 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement and incorporated herein by reference.)
10.40 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Incentive Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)
10.41 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference.)

Exhibit Number	Description of Exhibits
10.42 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference).
10.43 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Stock Unit Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference).
10.44 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Restricted Stock Agreement for Non-Employee Directors. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference).
10.45 *	Form of FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Nonstatutory Stock Option Agreement. (Filed with the Securities and Exchange Commission on June 3, 2009 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 3, 2009 and incorporated herein by reference).
10.46 *	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan Cash-Based Performance Award Agreement. (Filed with the Securities and Exchange Commission on March 29, 2010 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 25, 2010 and incorporated herein by reference.)
10.47 *	FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan [as Amended and Restated Effective as of June 2, 2010. (Filed with the Securities and Exchange Commission on April 23, 2010 as Appendix A to FTI Consulting, Inc.'s Definitive Proxy Statement dated April 23, 2010 and incorporated herein by reference.)
10.48 *	Offer Letter, as amended, dated March 23, 2010, between FTI Consulting, Inc. and Eric B. Miller. (Filed with the Securities and Exchange Commission on May 6, 2010 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 and incorporated herein by reference.)
10.49 *	Second Amended Offer Letter dated June 2, 2010 to Eric B. Miller. (Filed with the Securities and Exchange Commission on August 5, 2010 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2010 and incorporated herein by reference).
10.50 *	FTI Consulting, Inc. Incentive Compensation Plan. (Filed with the Securities and Exchange Commission on April 18, 2011 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
10.51 *	Employment Agreement dated as of December 13, 2013, by and between FTI Consulting, Inc. and Steven Gunby. (Filed with the Securities and Exchange Commission on December 16, 2013 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated December 13, 2013 and incorporated herein by reference.)
10.52 *	Retention Bonus Letter Agreement dated January 15, 2014 by and between FTI Consulting, Inc. and Eric B Miller. (Filed with the Securities and Exchange Commission on February 20, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated February 18, 2014 and incorporated herein by reference.)
10.53 *	Form of Cash-Based Stock Appreciation Right Award Agreement. (Filed with the Securities and Exchange Commission on March 27, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 26, 2014 and incorporated herein by reference.)
10.54 *	Form of Cash Unit Award Agreement. (Filed with the Securities and Exchange Commission on March 27, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 26, 2014 and incorporated herein by reference.)
10.55 *	Form of Cash-Based Performance Award Agreement. (Filed with the Securities and Exchange Commission on March 27, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated March 26, 2014 and incorporated herein by reference.)
10.56 *	Offer of Employment Letter dated July 10, 2014, by and between FTI Consulting, Inc. and David M. Johnson. (Filed with the Securities and Exchange Commission on July 31, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated July 30, 2014 and incorporated herein by reference.)

Exhibit Number	Description of Exhibits
10.57 *	Form of FTI Consulting, Inc. Restricted Stock Agreement for Employment Inducement Awards to Chief Financial Officer and Chief Strategy and Transformation Officer .(Filed with the Securities and Exchange Commission on August 22, 2014 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (File No.: 333-198311) and incorporated herein by reference.)
10.58 *	Form of FTI Consulting, Inc. Non-Statutory Stock Option Agreement for Employment Inducement Award to Chief Financial Officer and Chief Strategy and Transformation Officer .(Filed with the Securities and Exchange Commission on August 22, 2014 as an exhibit to FTI Consulting, Inc.'s Registration Statement on Form S-8 (File No.: 333-198311) and incorporated herein by reference.)
10.59 *	Offer of Employment Letter dated July 15, 2014, by and between FTI Consulting, Inc. and Paul Linton. (Filed with the Securities and Exchange Commission on October 30, 2014 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference.)
10.60 *	Offer of Employment Letter dated July 2, 2014, by and between FTI Consulting, Inc. and Holly Paul. (Filed with the Securities and Exchange Commission on October 30, 2014 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference.)
10.61 *	Amendment No. 1 to Offer of Employment Letter dated July 27, 2014, by and between FTI Consulting, Inc. and Holly Paul. (Filed with the Securities and Exchange Commission on October 30, 2014 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 and incorporated herein by reference.)
10.62 *	The FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (Amended and Restated Effective as of June 3, 2015). (Filed as Appendix A to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A filed with the SEC on April 21, 2015.)
10.63 * †	Form of Non-Statutory Stock Option Award Agreement under FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (Amended and Restated Effective as of June 3, 2015)
10.64 * †	Form of Incentive Stock Option Award Agreement under FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (Amended and Restated Effective as of June 3, 2015)
10.65 * †	Form of Restricted Stock Award Agreement under FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (Amended and Restated Effective as of June 3, 2015)
10.66 **	Credit Agreement, dated as of June 26, 2015, among FTI Consulting, Inc., the designated borrowers party thereto, the guarantors party thereto, the lenders party thereto, and Bank of America, N.A., as administrative agent. (Filed as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 26, 2015 filed with the SEC on June 30, 2015 and incorporated herein by reference).
10.67 **	Security Agreement dated as of June 26, 2015, by and among FTI Consulting, Inc., the other grantors party thereto and Bank of America, N.A., as administrative agent. (Filed as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 26, 2015 filed with the SEC on June 30, 2015 and incorporated herein by reference).
10.68 **	Pledge Agreement, dated as of June 26, 2015, by and among FTI Consulting, Inc., the other pledgors party thereto and Bank of America, N.A., as administrative agent. (Filed as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated June 26, 2015 filed with the SEC on June 30, 2015 and incorporated herein by reference).
10.69 *	Employment Letter dated May 14, 2015 between FTI Consulting, Inc. and Curtis Lu. (Filed as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 filed with the Securities and Change Commission on July 30, 2015 and incorporated by reference herein).
10.70 †	FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated as of January 1, 2016.
10.71 †	Form of Deferred Restricted Stock Unit Award Agreement for Non-Employee Directors Pursuant to the FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated as of January 1, 2016.
10.72 †	Form of Deferred Restricted Stock Unit Award Agreement for Non-Employee Directors Pursuant to the FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated as of January 1, 2016.
10.73 †	Form of Restricted Stock [or Unit] Award Agreement for Non-Employee Directors Pursuant to the FTI Consulting, Inc. Non-Employee Director Compensation Plan Amended and Restated as of January 1, 2016.
11.1 †	Computation of Earnings Per Share (included in Note 3 to the Consolidated Financial Statements included in Part II — Item 8 herein.)

Exhibit Number	Description of Exhibits
14.0†	FTI Consulting, Inc. Code of Ethics and Business Conduct, as Amended and Restated effective September 17, 2014.
21.1†	Subsidiaries of FTI Consulting, Inc.
23.0†	Consent of KPMG LLP
31.1†	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended (Section 302 of the Sarbanes-Oxley Act of 2002.)
31.2†	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as amended (Section 302 of the Sarbanes-Oxley Act of 2002.)
32.1†	Certification of Principal Executive Officer Pursuant to 18 USC. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002.)
32.2†	Certification of Principal Financial Officer Pursuant to 18 USC. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002.)
99.1†	Policy on Disclosure Controls, as Amended and Restated Effective as of January 1, 2016.
99.2†	Policy on Inside Information and Insider Trading, as Amended and Restated Effective January 1, 2016.
99.3	Corporate Governance Guidelines, as last Amended and Restated Effective as of September 17, 2014. (Filed with the Securities and Exchange Commission on September 22, 2014 as an exhibit to FTI Consulting, Inc.'s Current Report on Form 8-K dated September 17, 2014 and incorporated herein by reference.)
99.5	Categorical Standards of Director Independence, as last Amended and Restated Effective as of February 25, 2009. (Filed with the Securities and Exchange Commission on February 28, 2013 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2012 and incorporated herein by reference.)
99.6	Charter of Audit Committee of the Board of Directors, as last Amended and Restated Effective as of February 23, 2011. (Filed with the Securities and Exchange Commission on April 11, 2011 as an exhibit to FTI Consulting, Inc.'s Definitive Proxy Statement on Schedule 14A and incorporated herein by reference.)
99.7	Charter of the Compensation Committee of the Board of Directors, as last Amended and Restated Effective as of February 27, 2013. (Filed with the Securities and Exchange Commission on May 9, 2013 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-K for the quarter ended March 31, 2013 and incorporated herein by reference.)
99.8	Charter of the Nominating and Corporate Governance Committee, as last Amended and Restated Effective as of December 16, 2009. (Filed with the Securities and Exchange Commission on February 26, 2010 as an exhibit to FTI Consulting, Inc.'s Annual Report on Form 10-K for year ended December 31, 2009 and incorporated herein by reference.)
99.9	Anti-Corruption Policy, as Amended and Restated Effective February 19, 2016. (Filed with the Securities and Exchange Commission on May 2, 2015 as an exhibit to FTI Consulting, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 30, 2015 and incorporated herein by reference.)
101	The following financial information from the Annual Report on Form 10-K of FTI Consulting, Inc. for the year ended December 31, 2015, filed herewith, and formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Comprehensive Income; (iii) Consolidated Statement of Stockholders' Equity; (iv) Consolidated Statements of Cash Flows; and (v) Notes to the Consolidated Financial Statements, tagged as blocks of text.
*	Management contract or compensatory plan or arrangement.
†	Filed herewith.
**	With certain exceptions that were specified at the time of initial filing with the Securities and Exchange Commission, exhibits, schedules (or similar attachments) are not filed with the SEC. FTI Consulting, Inc. will furnish supplementally a copy of any omitted exhibit or schedule to the SEC upon request.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned; thereunto duly authorized this 25th day of February 2016.

FTI CONSULTING, INC.

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

SIGNATURE	CAPACITY IN WHICH SIGNED	DATE
<u> /s/ STEVEN H. GUNBY </u> Steven H. Gunby	Chief Executive Officer and President and Director (Principal Executive Officer)	February 25, 2016
<u> /s/ DAVID M. JOHNSON </u> David M. Johnson	Chief Financial Officer (Principal Financial Officer)	February 25, 2016
<u> /s/ CATHERINE M. FREEMAN </u> Catherine M. Freeman	Senior Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	February 25, 2016
<u> /s/ GERARDE. HOLTHAUS </u> Gerard E. Holthaus	Director and Chairman of the Board	February 25, 2016
<u> /s/ BRENDA J. BACON </u> Brenda J. Bacon	Director	February 25, 2016
<u> /s/ MARK S. BARTLETT </u> Mark S. Bartlett	Director	February 25, 2016
<u> /s/ CLAUDIO COSTAMAGNA </u> Claudio Costamagna	Director	February 25, 2016
<u> /s/ JAMES W. CROWNOVER </u> James W. Crownover	Director	February 25, 2016
<u> /s/ VERNON ELLIS </u> Vernon Ellis	Director	February 25, 2016
<u> /s/ NICHOLAS C. FANANDAKIS </u> Nicholas C. Fanandakis	Director	February 25, 2016

FOURTH SUPPLEMENTAL INDENTURE

FOURTH SUPPLEMENTAL INDENTURE (this “Fourth Supplemental Indenture”), dated as of July 13, 2015, among Greenleaf Power Management LLC, a Maryland limited liability company (them “Guaranteeing Subsidiary”), a direct wholly owned subsidiary of FTI Consulting, Inc., a Maryland corporation (or its permitted successor) (the “Company”), the Company and U.S. Bank National Association, as trustee under the Indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of November 27, 2012 (the “Indenture”), providing for the issuance of 6.0% Senior Notes due 2022 (the “Notes”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall agree to guarantee the Notes on the terms and conditions set forth herein (the “Note Guarantee”); and

WHEREAS, pursuant to Section 8.01 of the Indenture, the parties hereto are authorized to execute and deliver this Fourth Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Note Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.
3. NO RECOURSE AGAINST OTHERS. No director, manager, officer, employee, stockholder, member, general or limited partner or incorporator, past, present or future, of the Guaranteeing Subsidiary, as such or in such capacity, shall have any liability for any obligations of the Guaranteeing Subsidiary under the Note Guarantee by reason of his, her or its status as such director, manager, officer, employee, stockholder, member, general or limited partner or incorporator. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Note Guarantee.
4. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS FOURTH SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
5. COUNTERPARTS. The parties may sign any number of copies of this Fourth Supplemental Indenture (including facsimile transmission or portable document format). Each signed copy shall be an original, but all of them together represent the same agreement.
6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.
7. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

The Guaranteeing Subsidiary:

GREENLEAF POWER MANAGEMENT LLC

By: /s/ Ronald Reno
Name: Ronald Reno
Title: Vice President, Chief Financial Officer and Treasurer

The Company:

FTI CONSULTING, INC.

By: /s/ David M. Johnson
Name: David M. Johnson
Title: Chief Financial Officer

[SIGNATURE PAGES CONTINUE]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed and attested, all as of the date first above written.

The Guaranteeing Subsidiary:

GREENLEAF POWER MANAGEMENT LLC

By: /s/ Ronald Reno
Name: Ronald Reno
Title: Vice President, Chief Financial Officer and Treasurer

The Company:

FTI CONSULTING, INC.

By: /s/ David M. Johnson
Name: David M. Johnson
Title: Chief Financial Officer

[SIGNATURE PAGES CONTINUE]

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: 
Authorized Signatory

FTI Fourth Supp Indenture
2022 Senior Notes

**FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN
NONSTATUTORY STOCK OPTION AWARD AGREEMENT**

To:

FTI Consulting, Inc. (the “**Company**”) has granted you an award (the “**Award**”) of a stock option (the “**Option**”), under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated, as further amended from time to time (the “**Plan**”), exercisable for up to shares (“**Option Shares**”) of common stock, \$0.01 par value (“**Common Stock**”) of the Company (the “**Shares**”), at the exercise price of \$ per share (the “**Exercise Price**”). The effective “**Date of Grant**” will be , subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company.

This Nonstatutory Stock Option Award Agreement (the “**Agreement**”) and the Award of the Option are made in consideration of your employment with the Company (as hereafter defined) and are subject to any applicable terms of the written employment or Service arrangements, as amended from time to time, to which you are subject (“**Employment Agreement**”), as applicable, between or among, you, the Company and/or an Affiliate of the Company (the “**Employer**”). This Agreement incorporates the Plan and any terms and conditions relating to the Option or the Award contained in the Employment Agreement (if applicable) by reference, and specifies other applicable terms and conditions of your Award. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Compensation Committee (the “**Committee**”) of the Board of Directors of the Company concerning any questions arising under this Agreement or the Plan with respect to the Award.

Copies of the Plan and the Prospectus for the Plan are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of those documents and have read, understand and agree to all terms. You may request additional copies of those documents by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 591-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise noted, all terms not defined in this Agreement (including the Glossary) have the meanings given in the Plan or, if applicable, the Employment Agreement.

In addition to the terms, conditions, and restrictions set forth in the Plan or your Employment Agreement (if applicable), the following terms, conditions, and restrictions apply to the Option and the Option Shares:

- (1) Exercise. You may not exercise the Option before , except as otherwise provided below.
 - a. Except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your Service continues through the applicable date upon which vesting is scheduled to occur, you may exercise the Option for **[TO BE COMPELTED AT TIME OF AWARD]** ; except that none of the Option will become vested after your Service ceases unless otherwise provided in this Agreement or the Employment Agreement (if applicable).

- b. The Option will expire at 5:00 p.m. Eastern Time on the tenth anniversary of the Grant Date.

[Sections c – h to be Updated at Time of Award]

- c. Notwithstanding the foregoing or any provision of the Employment Agreement (if applicable) to the contrary, the Option shall be fully vested and exercisable (i) upon termination of the Employee's Service as a result of the Employee's death or Total and Permanent Disability or (ii) upon termination of the Employee's Service by the Employer or by the Company (or its successor) without Cause within one year following a Change in Control (as defined in the Employment Agreement (if applicable), or if not defined therein, as defined in this Agreement).
- d. Except as provided in Sections 1(e), 1(f) or 1(h) below, if the Employee terminates Service for "Good Reason" or if the Company terminates Employee's employment without "Cause," the vested portion of the Option will remain exercisable until the later of (i) the _____ period following such termination event and (ii) the exercise period stipulated in Employee's Employment Agreement (if applicable) (but in no event beyond the expiration date of the Option set forth in Section 1(b) hereof) and any unexercised portion of the Option will be immediately forfeited for no consideration.
- e. If you terminate Service due to your death or Total and Permanent Disability (as hereafter defined), the vested portion of the Option will remain exercisable for a _____ period following Employee's termination (but in no event beyond the expiration date of the Option set forth in Section 1(b) hereof) and any unexercised portion of the Option will be immediately forfeited for no consideration.
- f. If the Employee's Service is terminated by the Company with "Cause" or as a result of the Employee's voluntary resignation or retirement, the unexercised Option (vested and not vested) will be immediately forfeited for no consideration.
- g. You may exercise the vested portion of the Option only in multiples of whole Option Shares and may not exercise the Option as to fewer than one hundred Option Shares (unless the Option is then exercisable for fewer than one hundred Option Shares) at any one time. Fractional shares will be eliminated and the Company will not make any cash or other payments in settlement of fractional shares.
- h. Compliance with Minimum Vesting Conditions. Notwithstanding the otherwise applicable vesting provisions of this Agreement, the Award hereunder shall be subject in all respects to the minimum vesting conditions contained in Sections 3.2(6) and 3.3 of the Plan, and no vesting or accelerated vesting of the Award shall take effect hereunder to the extent that it would violate such minimum vesting conditions.
- (3) Method of Exercise. Subject to this Agreement or the Plan, you may exercise the Option only by notice to the Company, in such form and manner as the Committee may require, on or before the Option's expiration date or earlier forfeiture. Each such notice must:
- state the election to exercise the Option and the number of Option Shares with respect to which it is being exercised; and
 - contain such representations as the Company may require.

- c. be accompanied by full payment of the Exercise Price payable for the Option Shares or properly executed, irrevocable instructions, in such manner and form as the Company may require, to effectuate a broker-assisted cashless exercise through a brokerage firm acceptable to the Company. The Exercise Price may be paid to the Company via cash, check, money order or wire transfer, and subject to such limits as the Committee may impose, from time to time, tender (via actual delivery or attestation) of other shares of the Company's Common Stock previously owned by you.

For all purposes of this Agreement and the Plan, the date of exercise will be the date on which you have delivered the notice and any required payment (or, in the case of a broker-assisted cashless exercise, irrevocable broker instructions) acceptable to the Committee to the Company.

- (4) Notice of Certain Disposition. You agree to give prompt notice to the Company if you dispose of any Option Shares acquired upon exercise of the Option within one (1) year after you acquire them or within two (2) years after the Date of Grant.
- (5) Forfeiture. Subject to Section 2 hereof, you will forfeit any unvested portion of the Option, and any vested portion of the Option (as provided in Section 2(f), upon the termination of your Service relationship with the Company.

If you cease to be a "common law employee" of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Date of Grant, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company, an Affiliate of the Company or the acquirer of the Company upon a Change in Control.

- (6) Stock Certificates. As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Option Shares electronically or in certificate form to your designated broker on your behalf, for the Option Shares issued upon exercise. Any share certificates delivered or Option Shares delivered electronically will, unless the Option Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Option Shares. If you are deceased (or in case of your Total and Permanent Disability and if necessary) at the time that a delivery of Option Shares is to be made, the Option Shares will be delivered in accordance with the instructions received from your executor, administrator, legally authorized guardian or personal representative.
- (7) Postponement of Exercise. The Company may postpone the exercise of any portion of the Option Shares for so long as the Company determines to be necessary or advisable to satisfy the following, subject to the limitations of Code Section 409A:
 - a. the completion or amendment of any registration of the Option Shares or satisfaction of any exemption from registration under any securities law, rule or regulation;
 - b. compliance with any requests for representations; and

c. receipt of proof satisfactory to the Company that a person seeking to exercise the Option on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is authorized and entitled to exercise the Option.

- (8) Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement (if applicable) or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of the Award, Option and Option Shares or any other adverse effect on your interests under the Plan.
- (9) Entire Agreement. This Agreement, inclusive of the Plan and the terms of the Employment Agreement (if applicable) incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the Award, Option and Option Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award, Option and Option Shares are superseded by this Agreement and are void and ineffective for all purposes.
- (10) Rights as Stockholder. You understand and agree that you will not be deemed for any purpose to be a stockholder of the Company with respect to any of the Option Shares underlying the Option unless and until they have been issued to you after exercise of this Option and payment for the Option Shares.
- (11) Restrictions on Transfer. This Option cannot be assigned, transferred, pledged, hypothecated, hedged or disposed of in any way and cannot be subject to execution, attachment or similar process; however, the Option is transferable by way of will or the laws of descent and distribution. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon death your estate or personal representative, or your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the Option.
- (12) Company's Rights. You understand and agree that the existence of this Option will not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

- (13) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection with the Option. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option and delivery of the Option Shares. The Company may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Option either by electing to have the Company withhold from the Option Shares to be issued upon exercise that number of Option Shares, or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due.
- (14) Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award, the Option or the Option Shares will be brought in the federal or state courts in the districts, which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.
- (15) Adjustments. The Committee shall make various adjustments to your Option, including adjustments to the number and type of securities subject to the Option and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control of the Company, the Option will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of the Option by, or for the substitution of the equivalent awards of, the surviving or successor entity or a parent thereof. In the event of such termination, you will be permitted, immediately before the Change in Control, to exercise the Option.
- (16) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; however, this Agreement may not be modified in a manner that would have a materially adverse effect on the Award, Option or Option Shares, as determined by the Committee, except as provided in the Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.
- (17) Notice. Any notice that you are required to give the Company under this Agreement must be delivered to the Secretary of the Company or his or her designee at the principal executive office of the Company. Notice will be deemed to have been duly delivered when received by the Secretary or his or her designee in such form and manner as the Company finds to be acceptable.
- (18) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, this Agreement, and lastly, your Employment Agreement (if applicable), will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.
- (19) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

- (20) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (21) Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.
- (22) Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.
- (23) Code Section 409A Compliance. Although the Company does not guarantee the tax treatment of the Option or any Option Shares hereunder, the intent of the parties is that the Option and the Option Shares under this Agreement be exempt from, or comply with, Code Section 409A and the treasury regulations and other official guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith.

{The Glossary follows on the next page}

GLOSSARY

(a) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement.

(b) “**Change in Control**” shall have the meaning ascribed to such term under the Plan, provided that, such event is also a “change in control event” as described in Code Section 409A.

(c) “**Good Reason**” has the meaning ascribed to such term or words of similar import in your Employment Agreement.

(d) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(e) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement (if applicable) and, in the absence of an effective Employment Agreement (if applicable), means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.

(f) “**You**,” “**Your**” means the recipient of the Award as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of the date electronically accepted and acknowledged by the award recipient.

2009 Omnibus Incentive Compensation Plan [Amended and Restated as of June 3, 2015]
Nonstatutory Option Award Agreement

FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN
INCENTIVE STOCK OPTION AWARD AGREEMENT

To:

FTI Consulting, Inc. (the “**Company**”) has granted you an award (the “**Award**”) of a stock option (the “**Option**”), under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated, as further amended from time to time (the “**Plan**”), exercisable for up to shares (“**Option Shares**”) of common stock, \$0.01 par value (“**Common Stock**”) of the Company (the “**Shares**”), at the exercise price of \$ per share (the “**Exercise Price**”). The effective “**Date of Grant**” will be , subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company.

This Incentive Stock Option Award Agreement (the “**Agreement**”) and the Award of the Option are made in consideration of your employment with the Company (as hereafter defined) and are subject to any applicable terms of the written employment or Service arrangements, as amended from time to time, to which you are subject (“**Employment Agreement**”), as applicable, between or among, you, the Company and/or an Affiliate of the Company (the “**Employer**”). This Agreement incorporates the Plan and any terms and conditions relating to the Option or the Award contained in the Employment Agreement (if applicable) by reference, and specifies other applicable terms and conditions of your Award. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Compensation Committee (the “**Committee**”) of the Board of Directors of the Company concerning any questions arising under this Agreement or the Plan with respect to the Award.

Copies of the Plan and the Prospectus for the Plan are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of those documents and have read, understand and agree to all terms. You may request additional copies of those documents by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 591-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

The Glossary at the end of this Agreement includes definitions of capitalized words used in this Agreement. Unless otherwise noted, all terms not defined in this Agreement (including the Glossary) have the meanings given in the Plan or, if applicable, the Employment Agreement.

The Option is intended to be an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”), to the fullest extent permitted by that Section. The Company, however, does not warrant any particular tax consequences of the Option. Any portion of the Option that does not meet the applicable requirements under Code Section 422 will be treated as a nonstatutory stock option.

In addition to the terms, conditions, and restrictions set forth in the Plan or your Employment Agreement (if applicable), the following terms, conditions, and restrictions apply to the Option and the Option Shares:

(1) Exercise. You may not exercise the Option before _____, except as otherwise provided below.

- a. Except as provided otherwise in this Agreement or your Employment Agreement (if applicable), so long as your Service continues through the applicable date upon which vesting is scheduled to occur, you may exercise the Option for **[To BE COMPLETED AT TIME OF AWARD]**; except that none of the Option will become vested after your Service ceases unless otherwise provided in this Agreement or the Employment Agreement (if applicable).
- b. The Option will expire at 5:00 p.m. Eastern Time on the tenth anniversary of the Grant Date.

[Sections c – h to be Updated at Time of Award]

- c. Notwithstanding the foregoing or any provision of the Employment Agreement (if applicable) to the contrary, the Option shall be fully vested and exercisable (i) upon termination of the Employee's Service as a result of the Employee's death or Total and Permanent Disability or (ii) upon termination of the Employee's Service by the Employer or by the Company (or its successor) without Cause within one year following a Change in Control (as defined in the Employment Agreement (if applicable), or if not defined therein, as defined in this Agreement).
- d. Except as provided in Sections 1(e), 1(f) or 1(h) below, if the Employee terminates Service for "Good Reason" or if the Company terminates Employee's employment without "Cause," the vested portion of the Option will remain exercisable until the later of (i) the _____ period following such termination event and (ii) the exercise period stipulated in Employee's Employment Agreement (if applicable) (but in no event beyond the expiration date of the Option set forth in Section 1(b) hereof) and any unexercised portion of the Option will be immediately forfeited for no consideration.
- e. If you terminate Service due to your death or Total and Permanent Disability (as hereafter defined), the vested portion of the Option will remain exercisable for a _____ period following Employee's termination (but in no event beyond the expiration date of the Option set forth in Section 1(b) hereof) and any unexercised portion of the Option will be immediately forfeited for no consideration.
- f. If the Employee's Service is terminated by the Company with "Cause" or as a result of the Employee's voluntary resignation or retirement, the unexercised Option (vested and not vested) will be immediately forfeited for no consideration.
- g. You may exercise the vested portion of the Option only in multiples of whole Option Shares and may not exercise the Option as to fewer than one hundred Option Shares (unless the Option is then exercisable for fewer than one hundred Option Shares) at any one time. Fractional shares will be eliminated and the Company will not make any cash or other payments in settlement of fractional shares.
- h. Compliance with Minimum Vesting Conditions. Notwithstanding the otherwise applicable vesting provisions of this Agreement, the Award hereunder shall be subject in all respects to the minimum vesting conditions contained in Sections 3.2(6) and 3.3 of the Plan, and no vesting or accelerated vesting of the Award shall take effect hereunder to the extent that it would violate such minimum vesting conditions.

- (3) Method of Exercise. Subject to this Agreement or the Plan, you may exercise the Option only by notice to the Company, in such form and manner as the Committee may require, on or before the Option's expiration date or earlier forfeiture. Each such notice must:
- a. state the election to exercise the Option and the number of Option Shares with respect to which it is being exercised; and
 - b. contain such representations as the Company may require.
 - c. be accompanied by full payment of the Exercise Price payable for the Option Shares or properly executed, irrevocable instructions, in such manner and form as the Company may require, to effectuate a broker-assisted cashless exercise through a brokerage firm acceptable to the Company. The Exercise Price may be paid to the Company via cash, check, money order or wire transfer, and subject to such limits as the Committee may impose, from time to time, tender (via actual delivery or attestation) of other shares of the Company's Common Stock previously owned by you.

For all purposes of this Agreement and the Plan, the date of exercise will be the date on which you have delivered the notice and any required payment (or, in the case of a broker-assisted cashless exercise, irrevocable broker instructions) acceptable to the Committee to the Company.

- (4) Notice of Certain Disposition. You agree to give prompt notice to the Company if you dispose of any Option Shares acquired upon exercise of the Option within one (1) year after you acquire them or within two (2) years after the Date of Grant.

[Section (5) to be Updated at Time of Award]

- (5) Forfeiture. Subject to Section 2 hereof, you will forfeit any unvested portion of the Option, and any vested portion of the Option (as provided in Section 2(f), upon the termination of your Service relationship with the Company.

If you cease to be a "common law employee" of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. However, the Option will not be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended ("**Code Section 422**") with respect to any exercise that occurs more than three months after such cessation of the common law employee relationship (except as otherwise permitted by Section 421 of the Internal Revenue Code of 1986, as amended, or Code Section 421). In the event that your employment or Service relationship is with a business, trade or entity that, after the Date of Grant, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company, an Affiliate of the Company or the acquirer of the Company upon a Change in Control.

- (6) Stock Certificates. As soon as practicable after exercise of the Option, the Company will deliver a share certificate to you, or deliver Option Shares electronically or in certificate form to your designated broker on your behalf, for the Option Shares issued upon exercise. Any share certificates delivered or Option Shares delivered electronically will, unless the Option Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Option Shares. If you are deceased (or in case of your Total and Permanent Disability and if necessary) at the time that a delivery of Option Shares is to be made, the Option Shares will be delivered in accordance with the instructions received from your executor, administrator, legally authorized guardian or personal representative.
- (7) Postponement of Exercise. The Company may postpone the exercise of any portion of the Option Shares for so long as the Company determines to be necessary or advisable to satisfy the following, subject to the limitations of Code Section 409A:
- a. the completion or amendment of any registration of the Option Shares or satisfaction of any exemption from registration under any securities law, rule or regulation;
 - b. compliance with any requests for representations; and
 - c. receipt of proof satisfactory to the Company that a person seeking to exercise the Option on your behalf upon your Total and Permanent Disability (if necessary), or upon your estate's behalf after your death, is authorized and entitled to exercise the Option.
- (8) Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement (if applicable) or other Service relationship with your Employer and the Company. This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company or Employer to discharge you at any time with or without Cause or notice and whether or not such discharge results in the forfeiture of the Award, Option and Option Shares or any other adverse effect on your interests under the Plan.
- (9) Entire Agreement. This Agreement, inclusive of the Plan and the terms of the Employment Agreement (if applicable) incorporated into this Agreement, contain the entire agreement between you and the Company with respect to the Award, Option and Option Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award, Option and Option Shares are superseded by this Agreement and are void and ineffective for all purposes.
- (10) Rights as Stockholder. You understand and agree that you will not be deemed for any purpose to be a stockholder of the Company with respect to any of the Option Shares underlying the Option unless and until they have been issued to you after exercise of this Option and payment for the Option Shares.

- (11) Restrictions on Transfer. This Option cannot be assigned, transferred, pledged, hypothecated, hedged or disposed of in any way and cannot be subject to execution, attachment or similar process; however, the Option is transferable by way of will or the laws of descent and distribution. Any sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, or purported sale or transfer, pledge, hedge, hypothecation, encumbrance or other disposition, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions. During your lifetime, only you (or, upon death your estate or personal representative, or your Total and Permanent Disability and if necessary, a guardian or legal representative) may exercise the Option.
- (12) Company's Rights. You understand and agree that the existence of this Option will not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.
- (13) Tax Withholding. At the time of exercise, the Company or its Affiliates may withhold from your payroll or any other payment due to you, and you agree to make adequate provision for, all taxes required by law to be withheld in connection with the Option. The Company or its Affiliates may require you to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option and delivery of the Option Shares. The Company may, in its sole discretion, permit you to satisfy, in whole or in part, any withholding tax obligation which may arise in connection with the Option either by electing to have the Company withhold from the Option Shares to be issued upon exercise that number of Option Shares, or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due.
- (14) Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award, the Option or the Option Shares will be brought in the federal or state courts in the districts, which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.
- (15) Adjustments. The Committee shall make various adjustments to your Option, including adjustments to the number and type of securities subject to the Option and the Exercise Price, in accordance with the terms of the Plan. In the event of any transaction resulting in a Change in Control of the Company, the Option will terminate upon the effective time of such Change in Control unless provision is made in connection with the transaction for the continuation or assumption of the Option by, or for the substitution of the equivalent awards of, the surviving or successor entity or a parent thereof. In the event of such termination, you will be permitted, immediately before the Change in Control, to exercise the Option.

- (16) Amendment. This Agreement may be amended from time to time by the Committee in its discretion; however, this Agreement may not be modified in a manner that would have a materially adverse effect on the Award, Option or Option Shares, as determined by the Committee, except as provided in the Plan, the Employment Agreement (if applicable) or in a written document signed by you and the Company.
- (17) Notice. Any notice that you are required to give the Company under this Agreement must be delivered to the Secretary of the Company or his or her designee at the principal executive office of the Company. Notice will be deemed to have been duly delivered when received by the Secretary or his or her designee in such form and manner as the Company finds to be acceptable.
- (18) Conformity and Conflict. Unless otherwise specifically provided in this Agreement, in the event of any conflict, ambiguity or inconsistency between or among any term in this Agreement, the Plan or your Employment Agreement (if applicable), the provisions of, first, the Plan, second, this Agreement, and lastly, your Employment Agreement (if applicable), will control in that order of priority, except in the case of Section 14 of this Agreement, which will control in all cases.
- (19) Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s) as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.
- (20) Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.
- (21) Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.
- (22) Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.
- (23) Code Section 409A Compliance. Although the Company does not guarantee the tax treatment of the Option or any Option Shares hereunder, the intent of the parties is that the Option and the Option Shares under this Agreement be exempt from, or comply with, Code Section 409A and the treasury regulations and other official guidance promulgated thereunder and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in a manner consistent therewith.

{The Glossary follows on the next page}

GLOSSARY

- (a) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement.
- (b) “**Change in Control**” shall have the meaning ascribed to such term under the Plan, provided that, such event is also a “change in control event” as described in Code Section 409A.
- (c) “**Good Reason**” has the meaning ascribed to such term or words of similar import in your Employment Agreement.
- (d) “**Service**” means your employment or other Service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide Services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or Service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or Service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or Service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or Service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.
- (e) “**Total and Permanent Disability**” has the meaning ascribed to such term or words of similar import in your Employment Agreement (if applicable) and, in the absence of an effective Employment Agreement (if applicable), means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in your death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Committee may require such proof of Total and Permanent Disability as the Committee in its sole discretion deems appropriate and the Committee’s good faith determination as to whether and when you are totally and permanently disabled will be final and binding on all parties concerned.
- (f) “**You**,” “**Your**” means the recipient of the Award as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of the date electronically accepted and acknowledged by the award recipient.

2009 Omnibus Incentive Compensation Plan [Amended and Restated as of June 3, 2015]
ISO Award Agreement

FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK AWARD [OR RESTRICTED STOCK UNIT] AWARD AGREEMENT

To:

FTI Consulting, Inc., a Maryland corporation (the “*Company*”), has granted you an award (this “*Award*”) of restricted shares [RESTRICTED STOCK UNITS] [TO BE UPDATED AT TIME OF AWARD] (the “*Award Shares*”) of the Company’s common stock, \$0.01 par value (the “*Common Stock*”), under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 3, 2015, as further amended or restated from time to time (the “*Plan*”), conditioned upon your agreement to the terms and conditions described below. The effective “*Grant Date*” will be , subject to your promptly accepting and acknowledging a copy of this Agreement (as defined below) to the Company with respect to the Award Shares.

This Restricted Stock Award Agreement (the “*Agreement*”) evidences the Award of the Award Shares. This Agreement and the Award of the Award Shares are made in consideration of your Service with the Company or your Employer (as hereafter defined) and are subject to any applicable terms of your written employment or Service arrangements, as amended from time to time, to which you are subject (“*Employment Agreement*”), as applicable, between or among, you, the Company and/or an Affiliate of the Company (the “*Employer*”). The Award is subject in all respects to and incorporates by reference the terms and conditions of the Plan. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee arising under this Agreement, or the Plan with respect to the Award.

Copies of the Plan and the Prospectus for the Plan, as amended or restated from time to time (the “*Prospectus*”), are attached or have otherwise been electronically provided to you. By executing this Agreement, you acknowledge that you have received copies of the Plan and the Prospectus and have read, understand and agree to all terms. You may request additional copies of the Plan and the Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Phone: (410) 951-4800). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Prospectus (described more fully at the end of the Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

1. Vesting.

(a) *As of Grant Date*. All of the Award Shares are nonvested and forfeitable as of the Grant Date. No nonvested Award Shares shall become vested and nonforfeitable after your Service with the Company and its Affiliate ceases unless this Agreement provides to the contrary.

(b) *Normal Vesting*. Except as provided otherwise in this Agreement, provided that your Service (as hereafter defined) with the Company or an Affiliate of the Company continues through the applicable date upon which vesting is scheduled to occur, the Award Shares shall be vested and nonforfeitable [TO BE COMPLETED AT TIME OF AWARD] (the “*Vesting Date*”); except that none of the Award will become vested after your Service ceases unless otherwise provided in this Agreement or the Employment Agreement (if applicable).

[Subsections (c) – (g) to be Updated at Time of Award]

(c) *Termination due to Death.* Provided that your administrator or executor, on behalf of your estate, timely executes and delivers a Release (as hereafter defined) in accordance with the Employment Agreement, all Award Shares that are not then vested or are forfeitable on the date of death shall vest 100% upon your death.

(d) *Termination due to Disability.* Provided that you (or your legally authorized guardian or personal representative, on your behalf) timely execute and deliver a Release in accordance with the Employment Agreement, all Award Shares that are not then vested or are forfeitable on the date of “Disability,” shall vest 100% upon completion of the “Restricted Period” (or if you die during the “Restricted Period” within thirty (30) days of your date of death)..

(e) *Termination by the Company or the Employer without Cause, Termination by Employee for Good Reason, and Termination Within One Year Following a Change in Control.* In the event of termination of your Service by the Company or your Employer without Cause (as hereafter defined) or termination of your Service by you for Good Reason (as hereafter defined) as provided under the Employment Agreement (the “**Termination Date**”), prior to the Vesting Date, 100% of the Award Shares that are not then vested or are forfeitable on the Termination Date shall be fully vested and nonforfeitable upon completion of the Restricted Period.

In the event of a termination of Service under this Section 1(e) upon or within one year following the occurrence of a Change in Control, provided that you timely execute and deliver a Release in accordance with the Employment Agreement, the unvested and forfeitable Award Shares outstanding as of such Termination Date shall be fully vested and nonforfeitable upon completion of the Restricted Period.

If you fail to continue to comply with the non-disclosure, non-solicitation and/or non-competition provisions set forth in the Employment Agreement until the expiration of the Restricted Period, all Award Shares that are not then vested or are forfeitable shall be immediately forfeited for no consideration upon such non-compliance.

(f) *Termination for Cause.* In the event of termination of your Service by the Company or your Employer (or successor thereto) for Cause, all Award Shares that are not then vested or are forfeitable at the date of termination shall be immediately forfeited for no consideration upon such termination.

(g) *Termination by Employee Without Good Reason.* In the event of you terminating your Service for any reason (excepting Good Reason, if applicable), all Award Shares that are not then vested or are forfeitable at the date of termination shall be immediately forfeited for no consideration upon such termination without Good Reason.

(h) *Releases.* The failure to timely execute and deliver a Release in accordance with the Employment Agreement as required under Section 1 above by you (or if applicable, your executor, administrator, or legally authorized guardian or personal representative) shall result in the immediate forfeiture of all unvested Award Shares.

2. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hedge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any nonvested Award Shares, and nonvested Award Shares may not be subject to execution, attachment or similar process. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

3. Stock Certificates.

(a) *Nonvested Shares.* You are reflected as the owner of record of the Award Shares on the Company's books. The Company will hold the share certificates for safekeeping, or otherwise retain the Award Shares in uncertificated book entry form, until the Award Shares become vested and nonforfeitable, and any share certificates (or book entry) representing such nonvested shares will include a legend or notation to the effect that you may not sell, assign, transfer, pledge, hedge, or hypothecate the Award Shares. If you forfeit any Award Shares, the share certificate or book entry, as the case may be, will be cancelled by the Company's transfer agent upon instructions from the Company.

(b) *Vested Shares.* As soon as practicable after the Award Shares vest, the Company will deliver a share certificate to you, or deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased (or in case of your Disability and if necessary) at the time that a delivery of shares is to be made, the shares will be delivered in accordance with the instructions received from your executor, administrator, legally authorized guardian or personal representative.

(c) *Legends.* Any share certificates delivered or Award Shares delivered electronically will, unless the Award Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Award Shares.

(d) *Postponement of Delivery.* The Company may postpone the issuance and delivery of any Award Shares for so long as the Company determines to be necessary or advisable to satisfy the following:

- i. the completion or amendment of any registration of the Award Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
- ii. compliance with any requests for representations; and
- iii. receipt of proof satisfactory to the Company that a person seeking such Award Shares on your behalf upon your Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

4. Taxation.

(a) *Tax Withholding.* By signing this Agreement, you authorize your Employer and the Company, except as provided below, to deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required by law to be withheld as a result of the grant or vesting of the Award Shares in whole or in part. The Company may, in its discretion, agree that it will, upon your request, permit you to satisfy, in whole or in part, the Company's minimum statutory withholding tax obligation (based on minimum rates for federal and state law purposes, including payroll taxes) which may arise in connection with the Award, either by electing to have the Company withhold the issuance of, or redeem, shares of Common Stock or by electing to deliver to the Company already-owned shares of Common Stock of the Company, in either case having a Fair Market Value equal to the amount necessary to satisfy the statutory minimum withholding amount due. In lieu of the foregoing, the Company may require you to make a cash payment to such Employer or the Company equal to the amount required to be withheld. If you do not make provision for the payment of such taxes when requested, the Company may refuse to issue any Common Stock certificate under this Agreement until arrangements satisfactory to the Committee for such payment have been made.

(b) *Tax Election.* **You are advised to seek independent tax advice from your own advisors regarding the availability and advisability of making an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.** Any such election, if made, must be made within 30 days of the Grant Date. You expressly acknowledge that you are solely responsible for filing any such Section 83(b) election with the appropriate governmental authorities, irrespective of the fact that such election is also delivered to your Employer or the Company. You may not rely on your Employer, the Company or any of their respective officers, directors or employees for tax or legal advice regarding this Award. You acknowledge that you have sought tax and legal advice from your own advisors regarding this Award or have voluntarily and knowingly foregone such consultation.

5. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Award Shares and the number of such Award Shares that are nonvested and forfeitable will, without further action of the Committee, be adjusted to reflect such event. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares with respect to the Award Shares as a result of the stock dividend, stock split or reverse stock split. Adjustments under this Section 5 will be made by the Committee, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive. No fractional Award Shares will result from any such adjustments.

(b) *Binding Nature of Agreement.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute securities received by you in exchange for, or by virtue of your ownership of, the Award Shares, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event. If the Award Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Award Shares.

6. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement alters your at-will or other employment status pursuant to your Employment Agreement, or other Service relationship with the Company (or your Employer). This Agreement is not to be construed as a contract of employment or Service relationship between the Company (or your Employer) or any of its Affiliates and you, nor as a contractual right of you to continue in the employ of, or in a Service relationship with, the Company (or your Employer) or any of its Affiliates for any period of time. This Agreement does not limit in any manner the right of the Company (or your Employer) to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan.

7. Rights as Stockholder. As the owner of record of Award Shares, you are entitled to all rights of a stockholder of the Company, including the right to vote the Award Shares, except that you will not have any right to cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be held by the Company in trust for your benefit and paid to you upon vesting of the Award Shares. Upon forfeiture of

any Award Shares, any cash dividends and distributions then held in trust with respect to such shares will be forfeited and will be returned to the Company.

8. The Company's Rights. The existence of the Award Shares does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

9. Entire Agreement. This Agreement, inclusive of the Plan, and the Employment Agreement, contains the entire agreement between you, your Employer and the Company with respect to the Award Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Award Shares are superseded by this Agreement and are void and ineffective for all purposes.

10. Conformity and Conflict. This Agreement includes a Glossary that provides definitions of certain terms used in this Agreement. All terms not defined in this Agreement (including the Glossary) have the meanings given in the Plan (or, if applicable, the Employment Agreement). Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Plan, or your Employment Agreement, the provisions of, first, the Plan, second, this Agreement, third, the Employment Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

11. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award Shares as determined in the discretion of the Committee, except as provided in the Plan, this Agreement, the Employment Agreement or in any other written document signed by you and the Company.

12. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit or action with respect to the Award or the Award Shares will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

13. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of the arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

14. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the

same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

15. Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{Glossary follows on the next page.}

- 6 -

GLOSSARY

(A) “**Cause**” has the meaning ascribed to such term or words of similar import in your Employment Agreement.

(B) “**Change in Control**” shall have the meaning ascribed to such term under the Plan, provided that such event is also a “change in control event” as described in Code Section 409A.

(C) “**Disability**” shall have the meaning ascribed to such term or words of similar import in your Employment Agreement or if not defined therein, “Disability” shall mean the Employee is unable to substantially perform the customary duties and responsibilities of Employee’s employment for one hundred and eighty (180) consecutive calendar days or one hundred and eighty (180) or more calendar days during any three hundred and sixty-five (365) calendar day period by reason of a physical or mental incapacity..

(D) “**Good Reason**” shall have the meaning ascribed to such term under the Employment Agreement.

(E) “**Release**” refers to a valid waiver and general release of claims against the Company, in a form and manner as set forth in your Employment Agreement, with such revisions reasonably determined by the Company to be necessary at the applicable time.

(F) “**Restricted Period**” shall have the meaning ascribed to such term under your Employment Agreement.

(G) “**Service**” means your employment or other service relationship with the Company or your Employer so long as your Employer is an Affiliate of the Company, except that if you cease to be a “common law employee” of the Company or any of its Affiliates but you continue to provide bona fide services (which shall not include any period of salary continuation commencing after termination due to your Employment Agreement (if applicable) or any Company severance plan) to the Company or any of its Affiliates following such cessation in a different capacity, including without limitation as a director, consultant or independent contractor, then a termination of your employment or service relationship will not be deemed to have occurred for purposes of this Agreement upon such change in capacity. In the event that your employment or service relationship is with a business, trade or entity that, after the Grant Date, ceases for any reason to be part of the Company or an Affiliate, your employment or service relationship will be deemed to have terminated for purposes of this Agreement upon such cessation if your employment or service relationship does not continue uninterrupted immediately thereafter with the Company or an Affiliate of the Company.

(H) “**You**,” “**Your**” means the recipient of the Award Shares as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Award Shares may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

{Signature Page Follows}

IN WITNESS WHEREOF, this Agreement is dated and has been executed as of the date electronically accepted and acknowledged by the Award recipient.

- 8 -

2009 Omnibus Incentive Compensation Plan [Amended and Restated as of June 3, 2015]
RSA Agreement

FTI CONSULTING, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN
AMENDED AND RESTATED EFFECTIVE AS OF JANUARY 1, 2016

1. Establishment and Objectives of the Plan

FTI Consulting, Inc., a Maryland corporation (“*FTI*” or the “*Company*”), by action of its Board of Directors (the “*Board*”), hereby further amends and restates the FTI Consulting, Inc. Non-Employee Director Compensation Plan (the “*Plan*”), for the benefit of Non-Employee Directors of FTI. The Plan was adopted by the Board effective as of April 27, 2005, was amended by the Board effective as of June 6, 2006, was amended and restated by the Board effective as of February 20, 2008, was further amended by the Board as of March 31, 2009, and is further amended and restated by the Board as set forth herein to be effective as of January 1, 2016. The Plan is intended to advance the interests of the Company by providing the Company an advantage in attracting and retaining Non-Employee Directors and by providing Non-Employee Directors with additional incentive to serve the Company by increasing their proprietary interest in the success of the Company. All equity-based awards under this Plan shall be made pursuant to an Equity Plan.

2. Definitions

As used in the Plan, the following definitions apply to the terms indicated below.

- (a) “*Account*” means a bookkeeping reserve account to which Stock Units, Restricted Stock Units or cash amounts, as applicable, are credited on behalf of Non-Employee Directors.
- (b) “*Affiliate*” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, the Company (including, but not limited to, joint ventures, limited liability companies and partnerships), as determined by the Board.
- (c) “*Annual Equity Award*” means the grant of an Award to a Non-Employee Director pursuant to [Section 5](#).
- (d) “*Annual Equity Award Value*” means the U.S. dollar value established by the Board in accordance with [Section 5.1](#), used to determine the Annual Equity Award.
- (e) “*Annual Meeting*” means the annual meeting of stockholders of the Company held on the relevant Annual Meeting Date.
- (f) “*Annual Meeting Date*” means the date of the Company’s Annual Meeting for the relevant Plan Year.
- (g) “*Annual Retainer*” means the retainer fee established by the Board in accordance with [Section 4.1](#) and payable to a Non-Employee Director for services performed as a member of the Board of Directors.
- (h) “*Appointment Date*” means the date that a New Director first joins the Board as a Non-Employee Director, provided such date is not an Annual Meeting Date.
- (i) “*Award*” means a share of Restricted Stock, a Restricted Stock Unit or a Stock Unit, as applicable, or, to the extent applicable with respect to awards granted prior to the Effective Date, an Option.
- (j) “*Board*” or “*Board of Directors*” means the Board of Directors of the Company.

(k) “*Change in Control*” shall have the meaning assigned to such term pursuant to the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 3, 2015, as further amended from time to time, or pursuant to any successor Equity Plan.

(l) “*Change in Control Event*” shall have the meaning ascribed thereto under Code Section 409A(a)(2)(A)(v) with respect to a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the assets of the Company.

(m) “*Code*” means the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder.

(n) “*Committee*” means the Compensation Committee of the Board (or any successor Board committee as may be designated by the Board from time to time), comprised of directors who are independent directors as defined in the New York Stock Exchange’s Listed Company Manual, who are “outside directors” within the meaning of Code Section 162(m), and who are “non-employee directors” within the meaning of Rule 16b-3 promulgated by the Securities and Exchange Commission under the Exchange Act

(o) “*Common Stock*” means the Company’s common stock, par value \$.01 per share.

(p) “*Company*” means FTI Consulting, Inc., a Maryland corporation.

(q) “*Cyclical Equity Grant*” means the grant of an equity award on the applicable three-year cyclical payment date of each Incumbent Director as compensation pursuant to [Section 5](#) of the Plan as in effect prior to the Effective Date.

(r) “*Deferral Election*” means a written election made in accordance with the provisions of [Section 6](#) to defer receipt of the Non-Employee Director’s Annual Retainer or Annual Equity Award.

(s) “*Disability*” or “*Disabled*” means the inability to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment that is expected to result in death or last for a continuous period of not less than twelve months, as determined in accordance with Code section 409A.

(t) “*Effective Date*” means February 20, 2008.

(u) “*Elected Payment Date*” means the date elected by a Non-Employee Director pursuant to [Section 7](#) of this Plan.

(v) “*Elections*” mean, collectively, a Non-Employee Director’s Deferral Elections and Payment Elections.

(w) “*Eligible Director*” means each New Director and each Incumbent Director who is a U.S. Non-Employee Director on or after an Annual Meeting Date; provided that in each such case the person was serving as a director on the Board at the relevant time.

(x) “*Equity Plan*” means any equity compensation plan that has been approved by the Company’s stockholders, from time to time, provided that such equity compensation plan provides for the applicable Award.

(y) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

(z) “*Existing Maturity Date*” means (i) with respect to an Annual Retainer, the date an Incumbent Director would have been eligible to receive his next Annual Retainer under the this Plan as in effect

immediately before the Effective Date, and (ii) with respect to the Annual Equity Award, the date an Incumbent Director would have been eligible to receive his next Cyclical Equity Grant under the Plan as in effect immediately before the Effective Date.

(aa) “*Fair Market Value*” means, with respect to a share of the Common Stock on the relevant date, the closing price, regular way, reported on the New York Stock Exchange or if no sales of the Common Stock are reported on the New York Stock Exchange for that date, the closing price reported for the last previous day for which sales were reported on the New York Stock Exchange. If the Common Stock is no longer listed on the New York Stock Exchange, the Committee may designate such other exchange, market or source of data as it deems appropriate for determining such value for the purposes of the Plan. For all purposes under the Plan, the term “*relevant date*” as used in this definition of Fair Market Value means the date as of which Fair Market Value is to be determined.

(bb) “*Grant Date*” means, as applicable, (i) with respect to the Annual Retainer, the date specified in [Section 4.2](#) for receipt of the Annual Retainer absent a Deferral Election, and (ii) with respect to the Annual Equity Award, the Annual Meeting Date or the Appointment Date, as applicable, on which the applicable Annual Equity Award is made, as specified in [Section 5.2](#).

(cc) “*Incumbent Director*” means a person serving as a Non-Employee Director on the Effective Date and who continues to serve as a Non-Employee Director immediately following the Annual Meeting held in 2008.

(dd) “*New Director*” means a person who (i) is first elected or appointed as a Non-Employee Director on or after the Effective Date or (ii) first becomes a Non-Employee Director on or after the Effective Date.

(ee) “*Non-Employee Director*” means a member of the Board who, at the time of his or her service, is not an employee of the Company or any Affiliate.

(ff) “*Option*” means a nonstatutory stock option to purchase one share of Common Stock as provided for under the FTI Consulting, Inc. Non-Employee Director Compensation Plan as in effect prior to the Effective Date.

(gg) “*Payment Date*” means the date on which the first of the events set forth in [Section 7.3](#) shall occur.

(hh) “*Payment Election*” means a written election made in accordance with the provisions of [Section 7.2](#) to select an Elected Payment Date with regard to an award of Stock Units and/or Restricted Stock Units.

(ii) “*Plan*” means the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended, restated and supplemented from time to time.

(jj) “*Plan Administrator*” means the Board or the Committee, as the case may be.

(kk) “*Plan Year*” means the twelve-month period coinciding with the calendar year.

(ll) “*Prorated Amount*” means an amount equal to: (1) the Annual Retainer or Annual Equity Award Value, as applicable, reduced (or increased in the case of the first Annual Retainer and the first Annual Equity Award after the Effective Date with respect to an Incumbent Director whose Existing Maturity Date in the relevant Plan Year precedes the Annual Meeting Date for such Plan Year), by (2) the product of (x) the quotient determined by dividing (i) the Annual Retainer or Annual Equity Award Value, as applicable, by (ii)

365 days, multiplied by (y) the number of days between, (i) in the case of an Incumbent Director, the applicable Plan Year's Annual Meeting Date and the Incumbent Director's Existing Maturity Date, and, (ii) in the case of a New Director, the Appointment Date and the Annual Meeting Date immediately preceding the New Director's Appointment Date (excluding the Annual Meeting Date itself). By way of example only of a reduction of the Annual Equity Award Value, if an Incumbent Director's Existing Maturity Date is October 24, 2008 and the Annual Meeting Date for the 2008 Plan Year is June 10, 2008, the Prorated Amount would be \$156,849.52 (determined as follows: $\$250,000 - \$93,150.48$ (or $\$684.93 (\$250,000 \div 365 \text{ days}) \times 136 \text{ days}$ (the number of days between October 24, 2008 and June 10, 2008 (not counting the Annual Meeting Date)) = \$156,849.52). By way of example only of an increase of the Annual Equity Award Value, if an Incumbent Director's Existing Maturity Date is June 5, 2008 and the Annual Meeting Date for the 2008 Plan Year is June 10, 2008, the Prorated Amount would be \$252,739.72 (determined as follows: $\$250,000 + \$2,739.72$ (or $\$684.93 (\$250,000 \div 365 \text{ days}) \times 4 \text{ days}$ (the number of days between June 5, 2008 and June 10, 2008 (not counting the Annual Meeting Date)) = \$2,739.72).

(mm) "*Restricted Stock*" means a share of Common Stock that is granted pursuant to the terms of [Section 5.3](#).

(nn) "*Restricted Stock Unit*" means the expression on the Company's books of a unit which is equivalent to one share of Common Stock, which unit is granted pursuant to the terms of [Section 5](#) of the Plan.

(oo) "*Securities Act*" means the Securities Act of 1933, as amended.

(pp) "*Stock Unit*" means the expression on the Company's books of a unit, which is equivalent to one share of Common Stock, which unit is granted pursuant to the terms of [Section 4](#) of the Plan.

(qq) "*Termination Date*" means the date on which the Non-Employee Director ceases to be a member of the Board of Directors of the Company.

(rr) "*Unforeseeable Emergency*" means a severe financial hardship resulting from an illness or accident of the Non-Employee Director or his or her spouse, beneficiary or dependent, loss of property due to casualty or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Non-Employee Director, determined in accordance with Code Section 409A and the regulations issued thereunder.

(ss) "*Vesting Date*" means, with respect to each share of Restricted Stock and each Restricted Stock Unit, the applicable date upon which such Restricted Stock or Restricted Stock Unit vests pursuant to Section 7.

(tt) "*Deferred Restricted Stock Unit*" means a Restricted Stock Unit awarded to a U.S. Non-Employee Director who has made a Deferral Election pursuant to [Section 5.3](#) of the Plan.

(uu) "*Non-Employee Foreign Director*" means a member of the Board, who, at the time of his or her service, (i) is not an employee of the Company or any Affiliate, and (ii) is a foreign national or claim's a country other than the United States of America as his or her primary country of residence.

(vv) "*U.S. Non-Employee Director*" means a member of the Board, who, at the time of his or her service, (i) is not an employee of the Company or any Affiliate, and (ii) is a citizen of the United States of America.

3. Administration of the Plan

Except as otherwise provided herein, the Plan shall be administered by the Board. The Board shall have full authority to administer the Plan, including authority to interpret and construe any provision of the Plan and the terms of any Award granted under it and to adopt such rules and regulations for administering the Plan as it may deem necessary. Decisions of the Board shall be final and binding on all parties. The Board shall be the named fiduciary for purposes of the claims procedure set forth in [Section 15](#).

4. Annual Retainer

4.1 *Amount of Annual Retainer.* Until changed by resolution of the Board, the amount of the Annual Retainer will be \$50,000 for each Non-Employee Director who does not serve as a chair of a committee of the Board; \$55,000 for each Non-Employee Directors who serves as the chair of the Compensation Committee of the Board and the Nominating and Corporate Governance Committee of the Board; \$60,000 for the Non-Employee Director who serves as the chair of the Audit Committee of the Board; and \$200,000 for the Non-Employee Director who serves as the Chairman of the Board.

4.2 *Timing and Manner of Annual Retainer Payment; Proration of Annual Retainer.*

(a) On each Annual Meeting Date following the Effective Date, each Non-Employee Director who is duly elected and qualified at such Annual Meeting or who is otherwise serving as a Non-Employee Director immediately following the Annual Meeting, shall receive an Annual Retainer which shall be paid in cash on such Annual Meeting Date, subject to his or her Deferral Election pursuant to Section 4.3.

(b) Notwithstanding anything in the Plan to the contrary, (i) the amount of the Annual Retainer payable to an Incumbent Director on the first Annual Meeting Date following the Effective Date shall be equal to the Prorated Amount, and (ii) a New Director shall receive an Annual Retainer equal to the Prorated Amount on his or her Appointment Date.

4.3 *Election to Defer Receipt of Annual Retainer.* Each Eligible Director is permitted, in accordance with the election provisions set forth in [Section 6](#) and [Section 7](#), to make a Deferral Election and Payment Election with respect to his or her Annual Retainer. For each Plan Year with respect to which an Non-Employee Director has a valid Deferral Election in force, provided that sufficient securities are then available for award under the applicable Equity Plan, the Non-Employee Director shall be awarded on the applicable Grant Date, a number of Stock Units equal to the quotient, rounded down to the nearest whole share, obtained by dividing the amount of the Annual Retainer by the Fair Market Value of one share of Common Stock on the applicable Grant Date. Such Stock Units will be credited to the Non-Employee Director's Account as of the applicable Grant Date. Stock Units will be settled in shares of Common Stock upon or as soon as practicable (but in no event more than 30 days) following the Non-Employee Director's Payment Date. Upon the Payment Date for any Stock Units, the Company shall issue to the Non-Employee Director, or his or her estate in the event of death a number of shares of Common Stock equal to the number of Stock Units then credited to his or her Account. The crediting of Stock Units to the Non-Employee Director's Account shall not entitle the Non-Employee Director to voting or other rights as a stockholder until shares of Common Stock are issued upon payment, but shall entitle the Non-Employee Director to receive dividend equivalents under [Section 8](#). Stock Units will be evidenced by written documentation in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the applicable Equity Plan.

4.4 *Cash Payment in Lieu of Stock Units.* In the event that there are insufficient Stock Units available for issuance to pay the Annual Retainer pursuant to all Deferral Elections, the Company may credit cash amounts in lieu of Stock Units, to the Accounts of one or more Non-Employee Directors for some or all of the amount of the Annual Retainer subject to such Deferral Elections. The amount of the Annual Retainer taken

into consideration in determining Stock Units shall be adjusted accordingly for the crediting of such cash amounts. Such credited cash amounts shall accrue interest at the simple interest at an annual rate of 6%.

5. *Annual Equity Awards.*

5.1 *Annual Equity Award Value .* Until changed by resolution of the Board, the Annual Equity Award Value will be \$250,000.

5.2 *Commencement and Timing of Annual Equity Award; Proration of Annual Equity Award.*

(a) An Annual Equity Award shall be granted to each New Director on his or her Appointment Date and on each Annual Meeting Date thereafter provided that he or she is then and continues to be a Non-Employee Director immediately following such Annual Meeting, and provided further that if sufficient securities are not available under the applicable Equity Plan, [Section 5.4](#) shall be applicable.

(b) An Annual Equity Award shall be granted to each Incumbent Director on the Annual Meeting Date for the Plan Year which includes the Incumbent Director's Existing Maturity Date, and on each Annual Meeting Date thereafter, provided that he or she is then and continues to be a Non-Employee Director immediately following such Annual Meeting, and provided further that if sufficient securities are not available under the applicable Equity Plan, [Section 5.4](#) shall be applicable.

(c) Notwithstanding anything in this Plan to the contrary, the Annual Equity Award Value shall be the Prorated Amount for (i) the Annual Equity Award made to a New Director on an Appointment Date, and (ii) the Annual Equity Award made to an Incumbent Director on the Annual Meeting Date for the Plan Year which includes his or her Existing Maturity Date.

(d) An Annual Equity Award shall not be granted to a Non-Employee Director on any Annual Meeting Date if such individual is not duly elected or qualified at such Annual Meeting or who is not otherwise serving as a Non-Employee Director immediately following the Annual Meeting.

5.3 *Form of Annual Equity Award*

(a) The Annual Equity Award to U.S. Non-Employee Directors shall be granted in the form of a number of shares of Restricted Stock equal to the quotient, rounded down to the nearest whole share, obtained by dividing the amount of the Annual Equity Award Value by the Fair Market Value of one share of Common Stock on the applicable Grant Date. Each Eligible Director shall be permitted, in accordance with the election provisions set forth in [Section 6](#) and [Section 7](#) to make a Deferral Election and a Payment Election with respect to his or her Annual Equity Award. For each Plan Year with respect to which an Eligible Director has a valid Deferral Election in force, provided that sufficient securities are then available for award under the applicable Equity Plan, the Eligible Director shall be awarded on the Grant Date a number of Restricted Stock Units equal to the number of shares of Restricted Stock otherwise issuable with respect to such Annual Equity Award. Restricted Stock Units will be credited to an Eligible Director's Account as of the applicable Grant Date.

(b) All shares of Restricted Stock granted as Annual Equity Awards shall (i) be subject to the vesting provisions set forth in [Section 7.1](#); (ii) until the Vesting Date, be nontransferable and not subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment, or in any other manner made subject to a hedge transaction or puts and calls; and (iii) entitle the holder to all the rights of a stockholder, including voting and rights to receive dividends and distributions with respect to such shares, but shall be subject to transfer restrictions until the Vesting Date. All shares of Restricted Stock that are unvested as of the Termination Date, after giving effect to [Section 7.1](#), shall be forfeited to the Company for no consideration on such Termination Date. The Non-Employee Director will be reflected on the Company's

books as the owner of record of the shares of Restricted Stock as of the Grant Date. The Company will hold the share certificates for safekeeping, or otherwise retain the shares in uncertificated book entry form, until the shares of Restricted Stock become vested and non-forfeitable. Any such share certificates shall bear an appropriate legend regarding nontransferability of the shares until the Vesting Date. All regular cash dividends on such shares of Restricted Stock will be paid directly to the Non-Employee Director on the applicable dividend payment dates. As soon as practicable after the Vesting Date of the shares of Restricted Stock, the Company will deliver a share certificate to the Non-Employee Director, or deliver shares electronically or in certificate form to the Non-Employee Director's designated broker on such director's behalf, for such vested shares. Restricted Stock Awards will be evidenced by written documentation, in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the applicable Equity Plan.

(c) All Deferred Restricted Stock Units granted as Annual Equity Awards shall (i) be subject to the vesting provisions set forth in [Section 7.1](#); (ii) be nontransferable and not subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment, or in any other manner made subject to a hedge transaction or puts and calls; and (iii) be settled in shares of Common Stock, to the extent vested, upon the Non-Employee Director's Payment Date. All Deferred Restricted Stock Units that are unvested as of the Non-Employee Director's Payment Date, after giving effect to [Section 7.1](#), shall be forfeited to the Company for no consideration on such Payment Date. Upon the Payment Date for any Deferred Restricted Stock Units, the Company shall issue to the Non-Employee Director, or the Non-Employee Director's estate as applicable, a number of shares of Common Stock equal to the number of vested Deferred Restricted Stock Units then credited to the Non-Employee Director's Account. The grant of a Deferred Restricted Stock Unit shall not entitle the Non-Employee Director to voting or other rights as a stockholder until shares of Common Stock are issued to the holder upon the Payment Date, but shall entitle the Non-Employee Director to receive dividend equivalents under [Section 8](#). Deferred Restricted Stock Units will be evidenced by written documentation in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the applicable Equity Plan.

(d) Unless the Committee authorizes otherwise pursuant to [Section 5.3\(e\)](#), the Annual Equity Award to Non-Employee Foreign Directors shall be granted in the form of a number of shares of Restricted Stock Units equal to the quotient, rounded down to the nearest whole share, obtained by dividing the amount of the Annual Equity Award Value by the Fair Market Value of one share of Common Stock on the applicable Grant Date. Restricted Stock Units will be credited to a Non-Employee Foreign Director's Account as of the applicable Grant Date. All Restricted Stock Units granted as Annual Equity Awards shall (i) be subject to the vesting provisions set forth in [Section 7.1](#); (ii) until the Vesting Date, be nontransferable and not subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment, or in any other manner made subject to a hedge transaction or puts and calls; and (iii) be settled in shares of Common Stock, to the extent vested, upon the Non-Employee Foreign Director's Vesting Date. All Restricted Stock Units that are unvested as of the Non-Employee Foreign Director's Vesting Date, after giving effect to [Section 7.1](#), shall be forfeited to the Company for no consideration on such Vesting Date. Upon the Vesting of any Restricted Stock Units, the Company shall issue to the Non-Employee Foreign Director, or the Non-Employee Foreign Director's estate, as applicable, a number of shares of Common Stock equal to the number of vested Restricted Stock Units then credited to the Non-Employee Foreign Director's Account. The grant of a Restricted Stock Unit shall not entitle the Non-Employee Foreign Director to voting or other rights as a stockholder until shares of Common Stock are issued to the holder upon the Vesting. If the Company declares a cash dividend payable to the holders of its Common Stock generally, then, on the payment date of the dividend, each Non-Employee Foreign Director who has been credited with Restricted Stock Units will be credited with a number of additional Restricted Stock Units equal to the quotient, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Restricted Stock Units credited to the Non-Employee Foreign Director's Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the

payment date of the dividend. The additional Restricted Stock Units so credited shall have the same Vesting Dates, to the extent applicable, and shall be paid at the same time and in the same manner as the Restricted Stock Units underlying the original Awards. Restricted Stock Units will be evidenced by written documentation in a form approved by the Plan Administrator, which shall be subject to the terms and conditions of the Plan and the applicable Equity Plan.

(e) Notwithstanding any other provision of the Plan to the contrary, the Committee may, in its sole discretion, exclude any Non-Employee Foreign Director from participation in all or any portion of the Plan, and provide for such excluded Non-Employee Foreign Director to receive such other remuneration for services as a Non-Employee Director, including, but not limited to, the grant of Restricted Stock Units on substantially equivalent terms as Restricted Stock Awards, or other equity compensation on other terms and conditions, to the extent that the Committee, in its discretion, believes such alternate remuneration to be necessary or advisable to accommodate differences in applicable law, tax policy or custom, or to qualify for preferred tax treatment under foreign tax laws or to otherwise comply with regulatory requirements of local or foreign jurisdictions, while furthering the purposes of the Plan. The Committee may also establish or approve any sub-plans to the Plan as it believes to be necessary or appropriate for these purposes without altering the terms of the Plan in effect for Non-Employee Directors; provided, however, that the Committee may not make any sub-plan that causes the Plan to cease to satisfy any conditions under Rule 16b-3 under the Exchange Act. Subject to the foregoing, the Committee may amend, modify, administer or terminate such sub-plans, and prescribe, amend, modify and rescind rules and regulations relating to such sub-plans at any time.

5.4 *Cash Payment in Lieu of Restricted Stock, Deferred Restricted Stock Units, Restricted Stock Units or Other Equity Compensation.* In the event that sufficient shares of Common Stock are not available for issuance to pay an Annual Equity Award, in lieu thereof the Company may credit cash amounts, in lieu of Restricted Stock, Deferred Restricted Stock, Restricted Stock Units or other equity compensation, to the Accounts of one or more Non-Employee Directors for some or all of the amount of the Annual Equity Award Value, subject to any applicable Deferral Elections. The amount of the Annual Equity Award taken into consideration in determining Restricted Stock, Deferred Restricted Stock Units, Restricted Stock Units and other equity compensation shall be adjusted accordingly for the crediting of such cash amounts. Such credited cash amounts shall accrue interest at an annual rate of 6% and shall be paid, if, as and when the Vesting Date would have occurred had such payment been made in the form of Restricted Stock, Restricted Stock Units or such other form of equity compensation authorized by the Committee from time to time, or, for any Eligible Director who made a valid Deferral Election with respect to an Annual Equity Award, the Payment Date for the vested Deferred Restricted Stock Units corresponding to such cash amount, as the case may be.

6. Elections

6.1 *Deferral Elections.* An Eligible Director shall be permitted to make a Deferral Election for each Plan Year with respect to the Annual Retainer and Annual Equity Award payable therein. An Eligible Director's Deferral Elections shall apply to the entire amount, but not less than the entire amount, of the Annual Retainer and/or Annual Equity Award payable in the Plan Year immediately following the Plan Year in which the Deferral Elections are made, subject to the election rules set forth in [Sections 6.2 and 7.2](#) of the Plan.

6.2 *Election Rules.* Elections shall be made by filing with the Secretary of the Company a written Election Form substantially in the form attached hereto as [Exhibit A](#) in accordance with the following rules and the provisions of [Section 7.2](#):

(a) An Eligible Director must make a Deferral Election for an Annual Retainer or Annual Equity Award by December 31st of the Plan Year immediately preceding the Plan Year in which such Annual Retainer would otherwise be paid or credited, and/or such Annual Equity Award would be granted, to such Non-Employee Director.

(b) Notwithstanding Section 6.2(a), Elections by a New Director may be made prior to the 30th day after the individual first becomes a New Director and shall be applicable prospectively only. An individual who anticipates becoming a New Director may file his or her Elections in advance of becoming a New Director and any such Elections, if made before the date the individual becomes a New Director, shall apply to the Annual Retainer and Annual Equity Award next payable upon the individual becoming an Eligible Director.

(c) Deferral Elections may not be revoked or modified with respect to the Annual Retainer payable, or the Annual Equity Award to be awarded, during any Plan Year for which the Deferral Elections are effective. Deferral Elections will remain in effect from Plan Year to Plan Year unless modified prospectively by the Eligible Director for a subsequent Plan Year. Modifications to an Eligible Director's current Deferral Elections for any subsequent Plan Year may be made by filing a new Election Form by December 31st of the Plan Year preceding the Plan Year for which the modified Deferral Elections are to become effective.

(d) Once deferred pursuant to an effective Deferral Election, an Annual Retainer payment and Annual Equity Award may not be distributed to an Eligible Director on any date other than the applicable Payment Date.

6.3 *Default Elections.* For the avoidance of doubt, if an Eligible Director does not have a valid Deferral Election in effect at the relevant time, his Annual Retainer will be paid in cash. Subject to [Section 5.4](#), if an Eligible Director does not have a valid Deferral Election in effect at the relevant time, his or her Annual Equity Award shall be awarded in the form of shares of Restricted Stock.

7. *Vesting; Payment Elections and Payment Date*

7.1 *Vesting.* All Restricted Stock Units and shares of Restricted Stock granted pursuant to [Section 5](#) shall be subject to the following vesting provisions:

(a) Restricted Stock Units and shares of Restricted Stock granted pursuant to [Section 5](#) shall be unvested, unexercisable and subject to risk of forfeiture on the Grant Date.

(b) Restricted Stock Units and shares of Restricted Stock shall each become vested and no longer subject to risk of forfeiture as to the full amount granted to such Non-Employee Director on the first anniversary of the Grant Date, provided that the Non-Employee Director is serving in that capacity on the applicable vesting date.

(c) In the event of the death or Disability of a Non-Employee Director, all unvested shares of Restricted Stock and all unvested Restricted Stock Units will immediately vest in full.

(d) Subject to the provisions of Section 7.1(e), in the event of a Non-Employee Director's cessation of service as a member of the Board upon or within one year following the occurrence of a Change in Control (other than for cause (as determined by the Board in its good-faith discretion), or due to the request of such Non-Employee Director, or as a result of a voluntary resignation), the unvested and forfeitable Annual Equity Awards outstanding as of the date of such termination shall immediately fully vest and be nonforfeitable as of the Termination Date."

(e) In the event of a Non-Employee Director's cessation of service at the expiration of the then-current term of directorship as a member of the Board due to the Company's failure to re-nominate such Non-Employee Director for service on the Board (other than for cause (as determined by the Board in its good-faith discretion), or due to the request of such Non-Employee Director, or as a result of a voluntary resignation) or as a result of the Company's stockholders failing to re-elect such Non-Employee Director for service on the Board

(other than for cause (as determined by the Board in its good-faith discretion)), all unvested shares of Restricted Stock and all unvested Restricted Stock Units will immediately vest in full on the Termination Date.

7.2 Payment Elections.

(a) An Eligible Director who makes a Deferral Election pursuant to [Section 6](#) may select an Elected Payment Date for a Stock Unit or Restricted Stock Unit Award on the date that he or she makes a Deferral Election for such Award.

(b) The Elected Payment Date for any Stock Unit Award or Restricted Stock Unit Award must be on or after January 1st of the second calendar year after the Grant Date with respect to such Award.

(c) To the extent that an Eligible Director does not make a valid Payment Election with respect to a Deferral Election, there shall be no Elected Payment Date for such Award (and no subsequent Payment Election shall be permitted with respect to such Award).

(d) Subject to Section 5.3(d), an Elected Payment Date may not be revoked with respect to an Award of Stock Units or Restricted Stock Units, except prior to December 31 of the Plan Year preceding the Plan Year in which the Award is to be made.

(e) An Elected Payment Date with regard to an Award of Stock Units or Restricted Stock Units may be changed only if the following is satisfied: (i) the subsequent payment election shall not take effect until at least 12 months after the date on which the subsequent election is made; (ii) the Elected Payment Date under the subsequent payment election must be at least five years after the Elected Payment Date of the current election; and (iii) the subsequent payment election is made at least 12 months prior to the Elected Payment Date under the current election.

7.3 Payment Date.

(a) Stock Units and vested Restricted Stock Units credited to an Eligible Director's Account shall be distributed in accordance with the requirements of Code Section 409A (including without limitation Section 409A(a)(2) of the Code) as soon as practicable (but in no event more than thirty (30) days) following the earliest of:

- (1) The applicable valid Elected Payment Date (if any) for any Stock Unit or Restricted Stock Unit;
- (2) The Non-Employee Director's Termination Date;
- (3) The date the Non-Employee Director becomes Disabled;
- (4) The date of the Non-Employee Director's death;
- (5) The effective date of a Change in Control Event; or
- (6) The occurrence of an Unforeseeable Emergency with respect to the Non-Employee Director.

(b) The amount distributed under Sections 7.3(a)(1) shall be the amount in the Account covered by the applicable Elected Payment Date. The amount distributed under Sections 7.3(a)(2)-(5) shall be the whole vested amount in the Account.

(c) The amount distributed under Section 7.3(a)(6) shall not exceed the amount necessary to satisfy such Unforeseeable Emergency plus the amount necessary to pay taxes reasonably anticipated as a result of the distribution (the “*Unforeseeable Emergency Amount*”), after taking into account the extent to which such Unforeseeable Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Eligible Director’s assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). The Board shall have full and final authority to determine the Unforeseeable Emergency Amount, and shall make such determination consistent with Section 409A. After such distribution of the Unforeseeable Emergency Amount, amounts remaining in the Eligible Director’s Account shall continue to be subject to the terms of the Plan.

8. *Dividend Equivalents*

If the Company declares a cash dividend payable to the holders of its Common Stock generally, then, on the payment date of the dividend, each Eligible Director who has made a Deferral Election will be credited with a number of additional Stock Units or Restricted Stock Units, as applicable, equal to the quotient, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Stock Units and whole Restricted Stock Units credited to the Eligible Director’s Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend. The additional Stock Units or Restricted Stock Units so credited shall have the same Vesting Dates, to the extent applicable, and shall be paid at the same time and in the same manner as the Stock Units or Restricted Stock Units underlying the original Award. No adjustments for dividends shall be made to any Option previously granted under the Plan if the record date of any dividend is prior to the date of issuance of the shares of Common Stock purchased pursuant to exercise of the Option.

9. *Adjustments for Corporate Transactions and Other Events*

9.1 *Changes in Capital Structure; Fractional Awards.* In the event of a stock dividend on, or stock split or reverse stock split affecting, the Common Stock, the number of shares of unvested Restricted Stock and the number of Stock Units and Restricted Stock Units credited to each Non-Employee Director’s Account subject to the relevant record and payment dates of such stock dividend, stock split or reverse stock split shall, without further action of the Board, be adjusted to reflect such event. Fractional shares and fractional cents that arise with respect to outstanding Awards as a result of the stock dividend, stock split or reverse stock split shall be rounded down to the nearest whole share or cent.

9.2 *Other Transactions Affecting the Common Stock.* The terms and conditions of this Plan and any applicable Award agreement, including without limitation the vesting provisions of [Section 7](#), will apply with equal force to any additional and/or substitute securities or other property (including cash) received by a Non-Employee Director in exchange for, or by virtue of his holding or having been credited with, an Award, whether such additional and/or substitute securities or other property are received as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, share exchange, or similar event.

9.3 *Unusual or Nonrecurring Events.* The Board shall make, in its discretion and without the consent of holders of Awards, adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever the Board determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

10. *Compliance With Other Laws and Regulations*

The Plan, the grant of Awards, and the obligation of the Company to issue and deliver shares of Common Stock upon vesting of shares of Restricted Stock or upon the payment of any Stock Units or Restricted Stock Units or upon exercise of Options shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by such governmental or regulatory agency or national securities exchange as may be required. The Company shall not be required to issue any shares upon vesting of shares of Restricted Stock, upon the payment of any Stock Units or Restricted Stock Units or upon exercise of Options, if the issuance of such shares shall constitute a violation by the Non-Employee Director or the Company of any provisions of any law or regulation of any governmental authority or national securities exchange. Each Award granted under this Plan shall be subject to the requirement that, if at any time the Plan Administrator shall determine that (a) the listing, registration or qualification of the shares subject thereto on any securities exchange or trading market or under any state or federal law of the United States or of any other country or governmental subdivision thereof, (b) the consent or approval of any governmental regulatory body, or (c) the making of investment or other representations are necessary or desirable in connection with the issue or purchase of shares subject thereto, no shares of Common Stock may be issued upon grant, vesting, or exercise of any Award unless such listing, registration, qualification, consent, approval or representation shall have been effected or obtained, free of any conditions not acceptable to the Plan Administrator. Any determination in this connection by the Plan Administrator shall be final, binding, and conclusive.

11. *Modification and Termination*

The Board may at any time and from time to time, alter, amend, modify or terminate the Plan in whole or in part.

12. *Successors*

All obligations of the Company under the Plan will be binding on any successor to the Company, whether the existence of the successor is the result of a direct or indirect purchase of all or substantially all of the business and/or assets of the Company, or a merger, consolidation, or otherwise.

13. *Reservation of Rights*

Nothing in this Plan or in any award agreement granted hereunder will be construed to limit in any way the Board's right to remove a Non-Employee Director from the Board of Directors.

14. *Legal Construction*

14.1 *Gender and Number.* Except where otherwise indicated by the context, any masculine term used herein will also include the feminine; the plural will include the singular and the singular will include the plural.

14.2 *Requirements of Law.* The issuance of payments under the Plan will be subject to all applicable laws, rules, and regulations.

14.3 *Tax Law Compliance.* To the extent any provision of the Plan or action by the Board or Plan Administrator would subject any Non-Employee Director to liability for interest or additional taxes under Code Section 409A, it will be deemed null and void, to the extent permitted by law and deemed advisable by the Board. It is intended that the Plan and all Awards granted thereunder will comply with Section 409A of the Code and any regulations and guidelines issued thereunder, and the Plan and all Award agreements shall be interpreted and construed on a basis consistent with such intent. The Plan and all Award agreements may be amended in any respect deemed necessary (including retroactively) by the Board in order to preserve compliance with Section 409A of the Code.

14.4 *Unfunded Status of the Plan.* The Plan is intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation plan for a select group of management under the Employee Retirement Income Security Act of 1974, as amended. To the extent that any Non-Employee Director or other person acquires a right to receive payments from the Company pursuant to the Plan or any Award made under the Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

14.5 *Governing Law.* The validity, construction and effect of the Plan, of Award agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Plan Administrator relating to the Plan or such Award agreements, and the rights of any and all persons having or claiming to have any interest herein or hereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Maryland, without regard to its conflict of laws principles.

14.6 *Nontransferability.* A Non-Employee Director's Account may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. All rights with respect to an Account and other Awards will be available during the Non-Employee Director's lifetime only to the Non-Employee Director or the Non-Employee Director's guardian or legal representative. The Board of Directors may, in its discretion, require a Non-Employee Director's guardian or legal representative to supply it with evidence the Board of Directors deems necessary to establish the authority of the guardian or legal representative to act on behalf of the Non-Employee Director.

15. *Claims Procedure*

15.1 *Initial Claims.* In the event that a dispute arises over any payment or Award under this Plan and the payment or Award is not paid or delivered to the Non-Employee Director (or to the Non-Employee Director's estate in the case of the Non-Employee Director's death), the claimant of such payment or Award must file a written claim with the Plan Administrator within 60 days from the date payment or delivery is refused. The Plan Administrator shall review the written claim and, if the claim is denied in whole or in part, shall provide, in writing and within 90 days of receipt of such claim, the specific reasons for such denial and reference to the provisions of this Plan or the applicable Equity Plan upon which the denial is based and any additional material or information necessary to perfect the claim. Such written notice shall further indicate the steps to be taken by the claimant if a further review of the claim denial is desired.

15.2 *Appeals.* If the claimant desires a second review, he or she shall notify the Plan Administrator in writing within 60 days of the first claim denial. The claimant may review the Plan, the applicable Equity Plan or any documents relating thereto and submit any written issues and comments he or she may feel appropriate. In its discretion, the Plan Administrator shall then review the second claim and provide a written decision within 60 days of receipt of such claim. This decision shall likewise state the specific reasons for the decision and shall include reference to specific provisions of the Plan or the applicable Equity Plan upon which the decision is based.

* * * * *

ELECTION FORM FOR UNITED STATES DIRECTORS
UNDER THE
FTI CONSULTING, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

____ Director Service Period

YOU MUST COMPLETE A NEW FORM DESIGNATING THE ELECTED PAYMENT DATE(S) IF (I) YOU PREVIOUSLY MADE AN ELECTION TO DEFER YOUR ANNUAL RETAINER OR EQUITY PAYMENT IN THE FORM OF STOCK UNITS OR RESTRICTED STOCK UNITS, (II) YOU WISH TO CONTINUE SUCH ELECTIONS, AND (III) YOU WISH TO DESIGNATE ELECTED PAYMENT DATE(S) FOR THE 2016 DEFERRED PAYMENT(S).

COMPLETE SECTION II, if You Choose To Make a Deferral Election For Compensation Payable As Of the ____ Annual Meeting of Stockholders Which Covers the ____/____ Director Service Period.

COMPLETE SECTION III, if you Wish to Designate an Elected Payment Date For Your Deferred Payments.

The Undersigned hereby elects to receive all compensation earned for service on the Board of Directors (the “**Board**”) and the Committees of the Board of FTI Consulting, Inc. (the “**Company**”) pursuant to the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended and in effect on the applicable payment date (the “**Director Plan**”), as specified below.

SECTION I.

____ ANNUAL MEETING CASH COMPENSATION PAYMENT ¹
[Please Mark Section II to Elect Payment Deferral Option]

- 1. Annual Cash Retainer:** *You will be eligible to receive an annual retainer payment for services rendered for the period beginning on the ____ annual meeting date to the ____ annual meeting date*

I Elect:

☐ 100% of my Annual Retainer Fee (including Chairman of the Board and Committee Chair fees (as applicable)) (the “**Annual Retainer**”) payable to me pursuant to the

¹ All non-employee director compensation payments are contingent upon the individual continuing as a non-employee director of FTI Consulting, Inc. following the ____ annual meeting of stockholders.

Director Plan in the form of cash in such amount and on such terms as determined in accordance with the Director Plan.

2. **Annual Equity Compensation:** *You will be eligible to receive an annual equity award (the "Annual Equity Award") for services rendered for the period beginning on the ____ annual meeting date to the ____ annual meeting date*

I Elect:

- ☐ 100% of my Annual Equity Award payable to me pursuant to the Director Plan in the form of restricted shares of common stock or restricted stock units of the Company in such amount and on such terms as determined in accordance with the Director Plan.

SECTION II.

DEFERRAL ELECTION [OPTIONAL]

[Please Mark Section III to Elect Payment Deferral Option]

1. Annual Retainer

I Elect:

- ☐ 100% of my Annual Retainer payable to me pursuant to the Director Plan in the form of deferred stock units ("**Stock Units**"), subject to the terms and conditions of the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as amended and restated effective June 3, 2015, as further amended from time to time (f/k/a the FTI Consulting, Inc. Deferred Compensation Plan for Key Employees and Non-Employee Directors) (the "**2009 Plan**").

2. Annual Equity Compensation

I Elect

- ☐ 100% of my Annual Equity Award payable to me pursuant to the Director Plan in the form of deferred restricted stock units ("**Restricted Stock Units**"), subject to the terms and conditions (including vesting condition), of the Director Plan and 2009 Plan.

SECTION III.

DEFERRAL ELECTED PAYMENT DATE [OPTIONAL]

Subject to the terms and conditions of the 2009 Plan, I hereby make the following payment date election for deferred compensation elected in Section II payable in calendar year 2016:

- ☐ I elect _____, 2____ as my Elected Payment Date with regard to a grant (if any) of Stock Units awarded under the 2009 Plan in calendar year _____. *The earliest Elected Payment Date permitted is January 1, _____.*

[] I elect _____, 2____ as my Elected Payment Date with regard to a grant (if any) of Restricted Stock Units awarded under the 2009 Plan in calendar year _____. *The earliest Elected Payment Date permitted is January 1, _____.*

This Elected Payment Date shall only be effective with regard to a grant (if any) of Stock Units and/or Restricted Stock Units made under the Director Plan in calendar year _____. This Elected Payment Date shall not be valid for any grant of Stock Units and/or Restricted Stock Units made after such calendar year, and a new Elected Payment Date will have to be chosen for grants (if any) in future years.

In making the foregoing elections, I certify that I understand that:

- My Annual Retainer and Annual Equity Award shall be payable to me only as elected in this Election Form and as described in the Director Plan and 2009 Plan and shall not be distributable other than as indicated therein; except that, if there are insufficient shares of common stock available under an equity compensation plan approved by stockholders of FTI Consulting, Inc. at the time of payment, the Company shall prorate your annual compensation between cash and shares of common stock, to the extent available under the 2009 Plan, or shall pay your compensation in cash subject in all cases to the same vesting and pay-out terms as would have been applicable had such compensation been in the form of stock.
- I understand that this Election Form must be returned to and in the hands of the Company by no later than December 31, _____ to be effective.
- ***My election shall remain in effect and apply to all amounts of Annual Retainer and Annual Equity Award, as the case may be, payable to me for the plan year for which such election is made, and shall remain in effect for each subsequent plan year, unless I terminate or modify such election in writing on or before the last day of the plan year preceding the plan year for which I would like such termination or modification to apply.***
- Defined terms in this Election Form have the meanings given them in the Director Plan or 2009 Plan, as applicable. I have read and understand the Director Plan and 2009 Plan and I have consulted with my own legal or tax advisor before completing and signing this Election Form and I am not relying on any representation of the Company in making my elections.
- The Board may at any time and from time to time alter, amend, modify or terminate the Director Plan or 2009 Plan, as the case may be, in whole or in part, and any such alteration, amendment, modification or termination may affect my election to the extent provided in the Director Plan and/or 2009 Plan, as amended or modified, or applicable law.

- I understand that if I do not specify an earlier Elected Payment Date for any deferred amounts, deferred amounts will not be paid out to me until a distribution event pursuant to Article 6 of the 2009 Plan, including:
 - (a) the date of the participant's Separation from Service (as defined in the 2009 Plan);
 - (b) the date that the participant becomes Disabled (as defined in the 2009 Plan);
 - (c) the date of the participant's death;
 - (d) the date of a Change in Control (as defined in the 2009 Plan); and
 - (e) the occurrence of an Unforeseeable Emergency (as defined in the 2009 Plan or Section 409A of the Internal Revenue Code of 1986, as amended) with respect to the participant.
- I understand that this election is irrevocable.
- I understand that awards and benefits under the 2009 Plan and the Director Plan are unfunded and unsecured; as such, my right to future payments is limited to that of a general unsecured creditor of the Company.

I acknowledge having received copies of the Director Plan and the related Prospectus and the 2009 Plan and related Prospectus and that I understand their terms and provisions, including the provisions limiting revocation and modification of my elections.

<hr/>	<hr/>
Date	Print Name: _____
	Received by FTI Consulting, Inc.
	By: _____
	Name: _____
	Title: _____
	Date: _____

FTI CONSULTING, INC.
2009 OMNIBUS INCENTIVE COMPENSATION PLAN

DEFERRED RESTRICTED STOCK UNIT AGREEMENT FOR NON-EMPLOYEE DIRECTORS PURSUANT TO THE FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

To: _____

FTI Consulting, Inc., a Maryland corporation (the “*Company*”), has granted you an award (this “*Award*”) of ____ restricted stock units (the “*Restricted Stock Units*”) under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, as Amended and Restated Effective as of June 3, 2015, as further amended or restated from time to time (the “*Omnibus Plan*”), in accordance with the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended and restated effective January 1, 2016, as further amended or restated from time to time (the “*Director Plan*”), conditioned upon your agreement to the terms and conditions described below. Each Restricted Stock Unit represents, on the books of the Company, a unit which is equivalent to one share of the Company’s common stock, \$0.01 par value (the “*Common Stock*”). You have designated an elected payment date of _____, ____ (your “*Elected Payment Date*”). The effective date of grant will be _____, ____ (the “*Grant Date*”), subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company. The Award has been made in fulfillment of your election under the Director Plan to receive your “*Cyclical Equity Grant*” (as defined in the Director Plan) in the form of Restricted Stock Units.

This Restricted Stock Unit Agreement for Non-Employee Directors (the “*Agreement*”) evidences the Award of the Restricted Stock Units. This Agreement and the Award are made in consideration of your service as a member of the Board of Directors of the Company. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Omnibus Plan and the Director Plan. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, the Omnibus Plan or the Director Plan, as the case may be, with respect to the Award.

By executing this Agreement, you acknowledge that you have received copies of the Director Plan, the Prospectus for the Director Plan, as Amended and Restated Effective as of January 1, 2016, as further amended or restated from time to time (the “*Director Plan Prospectus*”), the Omnibus Plan and the Prospectus for the Omnibus Plan, as amended and restated effective as of June 3, 2015, as further amended or restated from time to time (the “*Omnibus Plan Prospectus*”), and have read, understand and agree to all terms. You may request additional copies of the Omnibus Plan, the Omnibus Plan Prospectus, the Director Plan and the Director Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Telephone No. (410) 951-4867). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

1. Terms and Conditions of this Award. The following terms and conditions will apply:

- (a) *Credit to Account.* The Restricted Stock Units shall be credited to your Account as of the Grant Date.

(b) *Vesting.* All of the Restricted Stock Units are nonvested and forfeitable as of the Grant Date. The Restricted Stock Units will vest and no longer be subject to risk of forfeiture as to **[To be Completed at Time of Award]**.

(c) Notwithstanding the foregoing, all outstanding unvested Restricted Stock Units will become fully vested and nonforfeitable upon the earliest of: **[To be Updated at Time of Award]**

- i. your death;
- ii. your disability; or
- iii. your termination date if your termination of service as a member of the Board is in accordance with the provisions of Section 7.1(e) of the Director Plan.

(d) *Change in Control.* Subject to the provisions of Section 7.1(e) of the Director Plan, unvested Restricted Stock Units outstanding at the time of a “Change in Control” will be treated in accordance with the Omnibus Plan; provided, that absent a different treatment under the Omnibus Plan, in the event of a Non-Employee Director’s cessation of service as a member of the Board upon or within one-year following the occurrence of a Change in Control (for “Cause” (as determined by the Board in its good-faith discretion), or due to the request of such Non-Employee Director, or as a result of a voluntary resignation), the unvested and forfeitable Restricted Stock Units outstanding as of the date of such termination shall immediately fully vest and be nonforfeitable as of the termination date.”

(e) *Settlement or Forfeiture.*

i. *Timing.* Vested Restricted Stock Units under this Award will be settled in shares of Common Stock upon or as soon as practicable following the earlier of:

1. your Elected Payment Date, if applicable;
2. your date of Separation from Service;
3. an Unforeseeable Emergency; or
4. the occurrence of a Change in Control Event.

Any Restricted Stock Units that are unvested as of your date of Separation from Service shall be forfeited for no consideration on your date of Separation from Service.

Notwithstanding the foregoing, the amount distributed to satisfy an Unforeseeable Emergency shall not exceed the amounts necessary to satisfy such Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution (the “*Unforeseeable Emergency Amount*”), after taking into account the extent to which such Unforeseeable Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the non-employee director’s assets (to the extent that the liquidation of such assets would not itself cause severe financial hardship). The Committee shall have full and final authority to determine the Unforeseeable Emergency Amount, and shall make such determination consistent with Section 409A. After such distribution of the Unforeseeable Emergency Amount, amounts remaining in the non-

employee director's account shall continue to be subject to the terms of the Omnibus Plan and Director Plan, as applicable.

ii. *Issuance of Shares of Common Stock.* Upon settlement, subject to Sections 1(c)(iii)-(vi) of this Agreement, the Company shall issue to you, or your estate, as applicable, a number of shares of Common Stock equal to the number of vested Restricted Stock Units credited to your Account.

iii. *Registration of Shares; Stock Certificates.* The shares of Common Stock issued in settlement of the vested Restricted Stock Units shall be registered in your name, or, if applicable, in the names of your heirs or your estate. In the Company's discretion, such shares may be issued either in certificated form or in uncertificated, book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificate form, the Company may deliver a share certificate to you. The Company may deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased (or if Disabled and if necessary) at the time that a delivery of shares is to be made, the shares will be delivered to your executor, administrator, legally authorized guardian or personal representative, in accordance with instructions received from your executor, administrator, legally authorized guardian and personal administrator (as applicable).

iv. *Restrictions on Grant of Restricted Stock Units and Issuance of Shares of Common Stock.* The grant of the Restricted Stock Units and issuance of shares of Common Stock upon settlement of the vested Restricted Stock Units will be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Restricted Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the vested Restricted Stock Units, the Company may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

v. *Fractional Shares.* The Company will not be required to issue fractional shares of Common Stock upon settlement of the vested Restricted Stock Units. Fractional shares of Common Stock will be rounded down to the nearest whole share.

vi. *Postponement of Delivery.* The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following:

- (1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
- (2) compliance with any requests for representations; and

- (3) receipt of proof satisfactory to the Company that a person seeking such shares on your behalf upon your disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

(f) *Dividend Equivalents.* As of the date the Company pays any dividend (whether in cash or in kind) on shares of Common Stock, your Account shall be credited with that number of Restricted Stock Units, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Restricted Stock Units credited to the Non-Employee Director's Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend; provided, that such dividend equivalent Restricted Stock Units will only be credited to your Account if sufficient shares of Common Stock are available for award under the Omnibus Plan, or another equity compensation plan approved by stockholders of the Company, as of the dividend payment date to credit such Restricted Stock Units.

2. Restrictions on Transfer. Prior to settlement, you may not sell, assign, transfer, pledge, hedge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any Restricted Stock Units, and Restricted Stock Units may not be subject to execution, attachment or similar process. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

3. Legends. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Common Stock issued pursuant to this Agreement. You will, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Agreement in your possession in order to carry out the provisions of this Section.

4. Tax Withholding. Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant, vesting or settlement of the Restricted Stock Units in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

5. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Restricted Stock Units hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute rights to receive securities received by you in exchange for, or by virtue of your ownership of, the Restricted Stock Units, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event. If the Restricted Stock Units are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, rights to receive securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the rights to receive securities or other property

received upon such conversion, exchange or distribution in the same manner and to the same extent as the Restricted Stock Units.

6. Non-Guarantee of Service Relationship. Nothing in the Omnibus Plan, the Director Plan or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Restricted Stock Units or any other adverse effect on your interests under the Omnibus Plan or the Director Plan.

7. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any Restricted Stock Units until shares of Common Stock have been issued to you upon settlement of the vested Restricted Stock Units. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate or certificates are issued, except as provided in Sections 1(d) and 5 of this Agreement.

8. The Company's Rights. The existence of the Restricted Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

9. Entire Agreement. This Agreement, inclusive of the Omnibus Plan and the terms of the Director Plan incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Restricted Stock Units. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Restricted Stock Units are superseded by this Agreement and are void and ineffective for all purposes.

10. Terminology; Conformity and Conflict. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

11. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Restricted Stock Units as determined in the discretion of the Committee, except as provided in the Omnibus Plan, the Director Plan or in any other written document signed by you and the Company.

12. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Restricted Stock Units will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

13. Unfunded Status. The Restricted Stock Units and the Account to which they are credited are intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation arrangement for a select group of management of the Company under the Employee Retirement Income Security Act of 1974, as amended. Your settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

14. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

15. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

16. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word "you" or "your" means the recipient of the Restricted Stock Units as reflected in the first paragraph of this Agreement. Whenever the word "you" or "your" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Restricted Stock Units may be transferred by will or by the laws of descent and distribution, the words "you" and "your" will be deemed to include such person.

17. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The signature page follows.}

IN WITNESS WHEREOF, the Company and the Award Recipient have caused this Agreement to be executed as of the __ day of _____, 20__.

FTI CONSULTING, INC.

By: _____
Name: _____
Title: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

AWARD RECIPIENT

Deferred Restricted Stock Unit Agreement [DCP] – Non-Employee Directors – Effective January 1, 2016
2009 Omnibus Incentive Compensation Plan

FTI CONSULTING, INC.
2009 OMNIBUS INCENTIVE COMPENSATION PLAN
STOCK UNIT AGREEMENT FOR NON-EMPLOYEE DIRECTORS PURSUANT TO THE
FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

To _____:

FTI Consulting, Inc., a Maryland corporation (the “**Company**”), has granted you an award (this “**Award**”) of _____ stock units (the “**Stock Units**”) under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan, amended and restated effective June 3, 2011 as further amended or restated from time to time (the “**Omnibus Plan**”), conditioned upon your agreement to the terms and conditions described below. Each Stock Unit represents, on the books of the Company, a unit which is equivalent to one share of the Company’s common stock, \$0.01 par value (the “**Common Stock**”). You have designated a settlement date of _____ (an “**Elected Payment Date**”) for this Award. The effective date of grant will be _____ (the “**Grant Date**”), subject to your promptly signing and returning a copy of this Agreement (as defined below) to the Company. The Award has been made in fulfillment of your election under the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended and restated effective January 1, 2016, as further amended or restated from time to time (the “**Director Plan**”), to defer receipt of your Annual Retainer payment that was otherwise payable in cash.

This Stock Unit Agreement for Non-Employee Directors (the “**Agreement**”) evidences the Award of the Stock Units. This Agreement and the Award are made in consideration of your service as a member of the Board of Directors of the Company. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Omnibus Plan and the Director Plan. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Committee concerning any questions arising under this Agreement, the Omnibus Plan or the Director Plan, as the case may be, with respect to the Award.

By executing this Agreement, you acknowledge that you have received copies of the Omnibus Plan, the Prospectus for the Omnibus Plan, as amended and restated effective as of June 3, 2011, as further amended or restated from time to time (the “**Omnibus Plan Prospectus**”), the Director Plan, and the Prospectus for the Director Plan, as amended and restated effective as of January 1, 2015, as further amended or restated from time to time (the “**Director Plan Prospectus**”) and have read, understand and agree to all terms. You may request additional copies of the Omnibus Plan, the Omnibus Plan Prospectus, the Director Plan, and the Director Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 500 East Pratt Street, Suite 1400, Baltimore, Maryland 21202 (Phone: (410) 951-4867). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

1. Terms and Conditions of this Award. The following terms and conditions will apply:

- (a) *Credit to Account.* The Stock Units shall be credited to your Account as of the Grant Date.
- (b) *Vesting.* All of the Stock Units are fully vested and nonforfeitable as of the Grant Date.

(c) *Payment.*

i. *Timing.* The Stock Units under this Award will be settled in shares of Common Stock upon or as soon as practicable following the earlier of:

- (1) your Elected Payment Date, if applicable;
- (2) your date of Separation from Service;
- (3) an Unforeseeable Emergency; or
- (4) the occurrence of a Change in Control Event.

Notwithstanding the foregoing, the amount distributed to satisfy an Unforeseeable Emergency shall not exceed the amounts necessary to satisfy such Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution (the “*Unforeseeable Emergency Amount*”), after taking into account the extent to which such Unforeseeable Emergency is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the non-employee director’s assets (to the extent that the liquidation of such assets would not itself cause severe financial hardship). The Committee shall have full and final authority to determine the Unforeseeable Emergency Amount, and shall make such determination consistent with Section 409A. After such distribution of the Unforeseeable Emergency Amount, amounts remaining in the non-employee director’s account shall continue to be subject to the terms of the Omnibus Plan and Director Plan, as applicable.

ii. *Issuance of Shares of Common Stock.* Upon settlement, subject to Sections 1(c)(iii)-(vi) of this Agreement, the Company shall issue to you, or your estate as applicable, a number of shares of Common Stock equal to the number of Stock Units credited to your Account.

iii. *Registration of Shares; Stock Certificates.* The shares of Common Stock issued in settlement of the Stock Units shall be registered in your name, or, if applicable, in the names of your heirs or your estate. In the Company’s discretion, such shares may be issued either in certificated form or in uncertificated book entry form. The certificate or book entry account shall bear such restrictive legends or restrictions as the Company, in its sole discretion, shall require. If delivered in certificate form, the Company may deliver a share certificate to you, or the Company may deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased (or if Disabled and if necessary) at the time that a delivery of share certificates is to be made, the certificates will be delivered to your executor, administrator, or legally authorized guardian or personal representative (as applicable).

iv. *Restrictions on Grant of Stock Units and Issuance of Shares of Common Stock.* The grant of the Stock Units and issuance of shares of Common Stock upon settlement of the Stock Units will be subject to and in compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company’s legal counsel to be necessary to the lawful issuance of any shares subject to the Stock Units shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been

obtained. As a condition to the settlement of the Stock Units, the Company may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

v. *Fractional Shares.* The Company will not be required to issue fractional shares of Common Stock upon settlement of the Stock Units. Fractional shares of Common Stock will be rounded down to the nearest whole share.

vi. *Postponement of Delivery.* The Company may postpone the issuance and delivery of any shares of Common Stock provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following:

(1) the completion or amendment of any registration of such shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;

(2) compliance with any requests for representations; and

(3) receipt of proof satisfactory to the Company that a person seeking such shares on your behalf upon your Disability (if necessary), or upon your estate's behalf after your death, is appropriately authorized.

(d) *Dividend Equivalents.* As of the date the Company pays any dividend (whether in cash or in kind) on shares of Common Stock, your Account shall be credited with that number of additional Stock Units, rounded down to the nearest whole share, determined by dividing (i) the product of (A) the amount of the cash dividend per share of Common Stock multiplied by (B) the number of whole Stock Units credited to the Non-Employee Director's Account as of the dividend record date, by (ii) the Fair Market Value of a share of Common Stock on the payment date of the dividend; provided, that such dividend equivalent Stock Units will only be credited to your Account if sufficient shares of Common Stock are available for award under the Omnibus Plan, or another equity compensation plan approved by stockholders of the Company, as of the dividend payment date to credit such Stock Units.

2. Restrictions on Transfer. Prior to settlement, you may not sell, assign, transfer, pledge, hedge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any Stock Units, and Stock Units may not be subject to execution, attachment or similar process. Any sale or transfer, or purported sale or transfer, shall be null and void. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

3. Legends. The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates representing shares of Common Stock issued pursuant to this Agreement. You will, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to this Agreement in your possession in order to carry out the provisions of this Section.

4. Tax Withholding. Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant, vesting or settlement of the Stock Units in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

5. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Stock Units hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute rights to receive securities received by you in exchange for, or by virtue of your ownership of, the Stock Units, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event. If the Stock Units are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, rights to receive securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the rights to receive securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Stock Units.

6. Non-Guarantee of Service Relationship. Nothing in the Omnibus Plan, the Director Plan or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Stock Units or any other adverse effect on your interests under the Omnibus Plan or the Director Plan.

7. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any Stock Units until shares of Common Stock have been issued to you upon settlement of the Stock Units. No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such certificate or certificates are issued, except as provided in Sections 1(d) and 5 of this Agreement.

8. The Company's Rights. The existence of the Stock Units does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its Affiliates, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

9. Entire Agreement. This Agreement, inclusive of the Omnibus Plan and the terms of the Director Plan incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Stock Units. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Stock Units are superseded by this Agreement and are void and ineffective for all purposes.

10. Terminology; Conformity and Conflict. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

11. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Stock Units as determined in the discretion of the Committee, except as provided in the Omnibus Plan, the Director Plan or in any other written document signed by you and the Company.

12. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Stock Units will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

13. Unfunded Status. The Stock Units and the Account to which they are credited are intended to constitute and at all times shall be interpreted and administered so as to qualify as an unfunded deferred compensation arrangement for a select group of management of the Company under the Employee Retirement Income Security Act of 1974, as amended. Your settlement rights pursuant to this Agreement shall be no greater than the right of any unsecured general creditor of the Company.

14. Severability. If a court of competent jurisdiction (or arbitrator(s), as applicable) determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, it is the parties' intent that any court order (or decision of arbitrator(s), as applicable) striking any portion of this Agreement should modify the terms as narrowly as possible to give as much effect as possible to the intentions of the parties' under this Agreement.

15. Further Assurances. You agree to use your reasonable and diligent best efforts to proceed promptly with the transactions contemplated herein, to fulfill the conditions precedent for your benefit or to cause the same to be fulfilled and to execute such further documents and other papers and perform such further acts as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated herein.

16. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word “you” or “your” means the recipient of the Stock Units as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Stock Units may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

17. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The signature page follows.}

IN WITNESS WHEREOF, the Company and the Award Recipient have caused this Agreement to be executed as of the ____ day of _____, 20__.

FTI CONSULTING, INC.

By: _____
Name _____
Title: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

AWARD RECIPIENT

Stock Unit Agreement – Non-Employee Directors
2009 Omnibus Incentive Compensation Plan

FTI CONSULTING, INC. 2009 OMNIBUS INCENTIVE COMPENSATION PLAN

RESTRICTED STOCK [OR RESTRICTED STOCK UNIT] AGREEMENT
PURSUANT TO THE FTI CONSULTING, INC. NON-EMPLOYEE DIRECTOR COMPENSATION PLAN

To _____:

FTI Consulting, Inc., a Maryland corporation (the “*Company*”), has granted you an award (this “*Award*”) of ____ [restricted shares or units] (the “*Award Shares*”) [To be completed and conformed at time of award] of the Company’s common stock, \$0.01 par value (the “*Common Stock*”), under the FTI Consulting, Inc. 2009 Omnibus Incentive Compensation Plan (amended and restated effective as of June 3, 2015, as further amended or restated from time to time (the “*Omnibus Plan*”), in accordance with the FTI Consulting, Inc. Non-Employee Director Compensation Plan, as amended and restated effective January 1, 2016, as further amended or restated from time to time (the “*Director Plan*”), conditioned upon your agreement to the terms and conditions described below. The effective date of grant will be _____, 20__ (the “*Grant Date*”), subject to your promptly signing and returning a copy of this agreement (the “*Agreement*”) to the Company with respect to the Award Shares.

This Agreement evidences the Award of the Award Shares. This Agreement and the Award are made in consideration of your service as a member of the Board of Directors of the Company. The Award is subject in all respects to and incorporates by reference the terms and conditions of the Director Plan and the Omnibus Plan. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Compensation Committee of the Board of Directors of the Company (the “*Committee*”) concerning any questions arising under this Agreement, the Omnibus Plan or the Director Plan, as the case may be, with respect to the Award.

By executing this Agreement, you acknowledge that you have received copies of the Director Plan, the Prospectus for the Director Plan, as amended and restated effective as of January 1, 2016, as further amended or restated from time to time (the “*Director Plan Prospectus*”), the Omnibus Plan and the Prospectus for the Omnibus Plan, as amended and restated effective as of June 3, 2015, as further amended or restated from time to time (the “*Omnibus Plan Prospectus*”), and have read, understand and agree to all terms. You may request additional copies of the Director Plan, the Director Plan Prospectus, the Omnibus Plan or the Omnibus Plan Prospectus by contacting the Secretary of the Company at FTI Consulting, Inc., 2 Hamill Road, North Building, Baltimore, Maryland 21210 (Telephone No. (410) 951-4867). You also may request from the Secretary of the Company copies of the other documents that make up a part of the Omnibus Plan Prospectus (described more fully at the end of the Omnibus Plan Prospectus), as well as all reports, proxy statements and other communications distributed to the Company’s security holders generally.

1. Terminology; Conformity; Conflicts. All terms not defined in this Agreement have the meanings given in, first, the Director Plan, and if not defined in the Director Plan, second, in the Omnibus Plan. Unless otherwise specifically provided in this Agreement, in the event of a conflict, inconsistency or ambiguity between or among any provision, term or condition of this Agreement, the Omnibus Plan, or the Director Plan, the provisions of, first, the Director Plan, second, the Omnibus Plan, and lastly, this Agreement, will control in that order of priority, except in the case of Section 12 of this Agreement which will control in all cases.

2. Terms and Conditions of this Award. The following terms and conditions will apply:

(a) *Vesting.* All of the Award Shares are nonvested, nontransferable and forfeitable as of the Grant Date. The Award Shares will vest and become transferable and no longer subject to risk of forfeiture as to **[To Be Completed at Time of Award]**.

(b) *Acceleration of Vesting.* All outstanding Award Shares will become fully vested, transferable and nonforfeitable upon the earliest of: **[To Be Completed at Time of Award]**

- i. your death;
- ii. your disability; or
- iii. your cessation of service date if your cessation of service as a member of the Board is in accordance with the provisions of Section 7.1(e) of the Director Plan.

(c) *Change in Control.* Subject to the provisions of Section 7.1(e) of the Director Plan, unvested Award Shares outstanding at the time of a "Change in Control" will be treated in accordance with the Omnibus Plan; provided, that absent a different treatment under the Omnibus Plan, in the event of a Non-Employee Director's cessation of service as a member of the Board upon or within one year following the occurrence of a Change in Control (other than for cause (as determined by the Board in its good-faith discretion), or due to the request of such Non-Employee Director, or as a result of a voluntary resignation), the unvested and forfeitable Award Shares outstanding as of the date of such cessation of service shall immediately fully vest and be nonforfeitable as of the cessation date."

(d) *Cessation of Service Date.* All Award Shares that are unvested as of your cessation of service date, subject to the acceleration of vesting provisions set forth in Section 2(b) or Section 2(c) herein, shall be forfeited to the Company for no consideration on such cessation date.

3. Restrictions on Transfer. You may not sell, assign, transfer, pledge, hypothecate, encumber or dispose of in any way (whether by operation of law or otherwise) any unvested Award Shares, and unvested Award Shares may not be subject to execution, attachment or similar process. The Company will not be required to recognize on its books any action taken in contravention of these restrictions.

4. Stock Certificates.

(a) *Unvested Shares.* You are reflected as the owner of record of the Award Shares on the Company's books. The Company will hold the share certificates for safekeeping, or otherwise retain the Award Shares in uncertificated book entry form, until the Award Shares become vested and nonforfeitable, and any share certificates (or book entry) representing such unvested shares will include a legend (or electronic notation) to the effect that you may not sell, assign, transfer, pledge, hedge or hypothecate the Award Shares. If you

forfeit any Award Shares, the share certificate (or book entry), as the case may be, will be cancelled by the Company's transfer agent upon instructions from the Company.

(b) *Vested Shares.* As soon as practicable after the Award Shares vest, the Company will deliver a share certificate to you, or deliver shares electronically or in certificate form to your designated broker on your behalf. If you are deceased (or in case of your disability (if necessary)) at the time that a delivery of shares is to be made, the shares will be delivered to your executor, administrator, legally authorized guardian or personal representative, in accordance with the instructions received from your executor, administrator, legally authorized guardian or personal representative (as applicable).

(c) *Legends.* Any share certificates delivered or Award Shares delivered electronically will, unless the Award Shares are registered and such registration is in effect, or an exemption from registration is available, under applicable federal and state law, bear a legend (or electronic notation) restricting transferability of such Award Shares.

(d) *Postponement of Delivery.* The Company may postpone the issuance and delivery of any Award Shares for so long as the Company determines to be necessary or advisable to satisfy the following:

- i. the completion or amendment of any registration of the Award Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation;
- ii. compliance with any requests for representations; and
- iii. receipt of proof satisfactory to the Company that a person seeking such Award Shares on your behalf upon your death or disability is appropriately authorized.

5. Taxation.

(a) *Tax Withholding.* Since you are not an employee of the Company or any Affiliate, the Company is not required to, and the Company will not, deduct from any compensation or any other payment of any kind due you the amount of any federal, state, local or foreign taxes required to be paid by you as a result of the grant or vesting of the Award Shares in whole or in part. You expressly acknowledge that you are solely responsible for the payment of any such federal, state, local or foreign taxes, and you may not rely on the Company for any assistance with regard to withholding or paying such taxes.

(b) *Tax Election.* ***You are advised to seek independent tax advice from your own advisors regarding the availability and advisability of making an election under Section 83(b) of the Internal Revenue Code of 1986, as amended.*** Any such election, if made, must be made within 30 days of the Grant Date. You expressly acknowledge that you are solely responsible for filing any such Section 83(b) election with the appropriate governmental authorities, irrespective of the fact that such election is also delivered to the Company. You may not rely on the Company or any of its respective officers, directors or employees for tax or legal advice regarding this Award. You acknowledge that you have sought tax and legal advice from your own advisors regarding this Award or have voluntarily and knowingly foregone such consultation.

6. Adjustments for Corporate Transactions and Other Events.

(a) *Stock Dividend, Stock Split and Reverse Stock Split.* Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of Award Shares hereunder shall be adjusted as provided under the Director Plan.

(b) *Other Transactions Affecting the Common Stock.* The terms and conditions of this Agreement will apply with equal force to any additional and/or substitute rights to receive securities received by you in exchange for, or by virtue of your ownership of, the Award Shares, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or other similar event. If the Award Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, rights to receive securities of another entity, or other property (including cash), then the rights of the Company under this Agreement will inure to the benefit of the Company's successor, and this Agreement will apply to the rights to receive securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as the Award Shares.

7. Non-Guarantee of Service Relationship. Nothing in the Director Plan, the Omnibus Plan or this Agreement alters your service relationship with the Company or shall constitute or be evidence of any agreement or understanding, express or implied, that the Company will retain you as a member of the Board of Directors for any period of time. This Agreement is not to be construed as a contract of service relationship between the Company and you. This Agreement does not limit in any way the possibility of your removal from the Board of Directors in accordance with the By-Law provisions in effect at the relevant time, whether or not such removal results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Director Plan.

8. Rights as Stockholder. As the owner of record of Award Shares, you are entitled to all rights of a stockholder of the Company, including the right to vote the Award Shares and the right to receive cash dividends or other distributions declared or paid with respect to nonvested and forfeitable Award Shares, but excluding the right to freely transfer the Award Shares until they become vested. All cash dividends and any other distributions paid with respect to nonvested Award Shares will be paid directly to you on the applicable dividend payment dates.

9. The Company's Rights. The existence of the Award Shares does not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, including that of its subsidiaries, or any merger or consolidation of the Company or any Affiliate, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company or any Affiliate, or any sale or transfer of all or any part of the Company's or any Affiliate's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

10. Entire Agreement. This Agreement, inclusive of the Director Plan and the Omnibus Plan incorporated into this Agreement, contains the entire agreement between you and the Company with respect to the Award Shares. Any and all existing oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement by any person with respect to the Award or the Award Shares are superseded by this Agreement and are void and ineffective for all purposes.

11. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Award Shares as determined in the discretion of the Committee, except as provided in the Director Plan, the Omnibus Plan or in any other written document signed by you and the Company.

12. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Committee relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, will be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect to the Award or the Award Shares will be brought in the federal or state courts in the districts which include Baltimore, Maryland, and you agree and submit to the personal jurisdiction and venue thereof.

13. Headings; Interpretation. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Whenever the context requires, all words under in the singular shall be construed to include the plural and vice versa. Words of the masculine gender shall be deemed to include the correlative words of the feminine gender. The word “you” or “your” means the recipient of the Restricted Stock Units as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Committee, to apply to the estate, personal representative, or beneficiary to whom the Restricted Stock Units may be transferred by will or by the laws of descent and distribution, the words “you” and “your” will be deemed to include such person.

14. Counterparts. This Agreement may be executed in counterparts (including electronic signatures or facsimile copies), each of which will be deemed an original, but all of which together will constitute the same instrument.

{The signature page follows.}

IN WITNESS WHEREOF, the Company and the Award Recipient have caused this Agreement to be executed as of the ____ day of _____, 20__.

FTI CONSULTING, INC.

By: _____

Name: _____

Title: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein.

AWARD RECIPIENT

Restricted Stock Agreement – Non-Employee Directors - Effective January 1, 2016
2009 Omnibus Incentive Compensation Plan

CODE OF ETHICS AND BUSINESS CONDUCT

CRITICAL THINKING AT THE CRITICAL TIME™





A LETTER FROM OUR PRESIDENT AND CEO, STEVEN H. GUNBY

Dear Colleagues,

Over the last 30 years, FTI Consulting has grown to become a market-leading global consulting firm by serving as a trusted advisor to our clients in both good and bad times. As trusted advisors, our clients look to us to protect their interests with unquestionable integrity.

Our Code of Ethics and Business Conduct is designed to help us meet this expectation. This Code reflects our corporate values, outlines our collective intentions with respect to how we conduct global business activities and addresses important laws and policies that apply to our day-to-day interactions with key constituents.

Direct and honest communications and behavior are critical to the success of our firm. By committing to those behaviors and following this Code, we will continue to protect and strengthen our reputation.

I urge each of you to familiarize yourself with the elements of this document. It may not address every situation you encounter, but it will help you make the right decisions. If you are not sure how the Code applies to a particular circumstance,

or if you see something that you believe violates this Code, I encourage you to contact our Chief Ethics and Compliance Officer, our General Counsel and Chief Risk Officer or our Human Resources Department. You will never be punished or retaliated against for making an honest, accurate report of your suspicions or concerns.

It is an honor to be part of this terrific group of individuals, a group that aspires to enhance our Company's reputation each and every day. I look forward to working with each of you as we continue to strengthen our firm's legacy as an unparalleled business partner.

Sincerely,

Steven H. Gunby
President & Chief Executive Officer
FTI Consulting, Inc.

FTI CONSULTING, INC. CORE VALUES



Since its founding, FTI Consulting has dedicated itself to providing its clients with market-leading management consulting advisory services, performed in accordance with the highest ethical standards. By consistently delivering sophisticated and innovative solutions to the challenging and complex issues that impact enterprise value, FTI Consulting has earned its reputation as a premier consulting firm.

FTI Consulting’s institutional reputation relates directly to our individual commitment to professional responsibility, as well as to professional excellence. Our continued status as a trusted and respected advisor to the business community and the law firms that serve it, as well as to institutions in the public sector, depends in large measure on our adherence to the highest standards of professionalism, independent judgment, expert advice and accountability. These bedrocks of our corporate culture are reflected in our Company values.

INTEGRITY	I act with integrity
CREATIVITY	I am committed to continuous improvement
ACHIEVEMENT	I am committed to quality and accountable for results
RESPECT	I welcome diversity and differences of opinion
EMPATHY	I support others

TABLE OF CONTENTS

A LETTER FROM OUR PRESIDENT AND CEO, STEVEN H. GUNBY	i	Coordinating Our Corporate Communications	18
FTI CONSULTING, INC. CORE VALUES	iii	Social Media	18
INTRODUCTION TO OUR CODE OF ETHICS AND BUSINESS CONDUCT	2	IDENTIFYING AND DISCLOSING PERSONAL CONFLICTS OF INTEREST	20
Getting to Know Our Code	2	Financial Interests	20
Scope of Our Code	2	Offering and Accepting Gifts and Entertainment	20
Complying with Our Code, Laws and Regulations	3	Outside Business Activities	22
OUR RESPONSIBILITIES	5	Business with Family Members or Friends	23
Understanding Our Shared Responsibilities	5	Corporate Opportunities	23
Accepting Additional Responsibilities as Managers	5	Personal Use of Corporate Property and Corporate Information	23
ADDRESSING OUR QUESTIONS AND CONCERNS	7	COMPLYING WITH LAWS	25
Seeking Advice and Making Reports	7	Anti-Corruption Laws	25
Investigations of Reports	7	Abiding by U.S. and International Competition Laws	26
No Retaliation at FTI Consulting	8	Abiding by Economic Sanctions and Anti-Boycott Laws	26
Consequences	8	Preventing Money Laundering and Terrorist Financing	27
RESPECT FOR OUR COLLEAGUES	10	Abiding by Export Control Laws	27
Diversity	10	RESPECT FOR OUR STOCKHOLDERS AND THE PUBLIC	29
Equal Opportunity and Nondiscrimination	10	Protecting Our Company Against Fraud and Theft	29
Upholding Human Rights	10	Truthful and Accurate Reporting	30
Harassment	11	Records Management and Document Retention	30
Substance Abuse	12	PROTECTING FTI CONSULTING ASSETS AND PROPERTY	32
Violence	12	Proper Expenditures	32
Pornography	12	Protecting Intellectual Property	32
Protecting Personal Employee Information	12	Using FTI Consulting Technology Resources	33
SERVING OUR CLIENTS AND BUSINESS PARTNERS	14	OUR ROLE IN THE COMMUNITY	35
Providing Consistent, Quality Services	14	Charitable Contributions	35
PROTECTING CONFIDENTIAL INFORMATION AND OBSERVING CAREFUL COMMUNICATIONS PRACTICES	16	Political Contributions and Campaigning	35
Preserving Third-Party Information	16	Lobbying	35
Protecting FTI Consulting's Confidential Information	17	Employing Sustainable Practices	35
Prohibition Against Trading on Inside Information	17	WAIVERS AND AMENDMENTS OF OUR CODE	37

INTRODUCTION TO OUR CODE OF ETHICS AND BUSINESS CONDUCT



GETTING TO KNOW OUR CODE

While working at FTI Consulting, Inc. and its subsidiary companies and affiliates (“FTI Consulting” or our “Company”), all of us are expected to perform our work with integrity, honesty and purpose. These principles are reflected in our Code of Ethics and Business Conduct (our “Code”). Our Code, as well as other FTI Consulting policies and procedures, should be followed at all times, wherever we do business or interact with the public.

Our Code is a guide for making sound decisions in complex situations. It provides information, support and resources to help us act ethically and to comply with the laws and regulations that affect our business. Our conduct is the foundation of our reputation, and our individual business decisions help us maintain the trust we have built with our clients and other stakeholders. For this reason, we have a continuing responsibility to understand and comply with our Code and other Company policies and to seek guidance where appropriate. Our Company also encourages us to report violations that we observe. This is an important dimension of accountability.

If you are ever unsure whether an action or decision is ethical and acceptable under our Code, ask yourself:

- Am I adhering to the spirit and meaning of all applicable laws, regulations and our Code and Company policies?
- Do my actions reflect the highest standards of honesty, integrity and accountability?
- Is my decision responsible and in furtherance of long- and short-term Company goals?
- Are my actions explainable and justifiable to my colleagues, managers, senior management, clients and other stakeholders?

If the answer to any of these questions is not a resounding “Yes,” you should reconsider your proposed course of action and seek guidance.

Similarly, if the answer to any of the below questions is other than a resounding “No,” you should stop immediately and ask yourself:

- Would I be embarrassed if my actions were reported publicly?
- Would FTI Consulting suffer any potentially negative consequences due to my actions?

SCOPE OF OUR CODE

FTI Consulting’s reputation and continued success depend on our integrity and accountability, as individuals and as an institution. For this reason, our Code applies to all of us, including all FTI Consulting worldwide employees, officers and outside directors (collectively known as “personnel”). Our Company also expects all agents, vendors, contractors, consultants, business partners and third-party representatives to uphold similar standards when working with our clients and representing our Company around the world. In short, we all must live up to the ethical standards outlined in our Code.

INTRODUCTION TO OUR CODE

COMPLYING WITH OUR CODE, LAWS AND REGULATIONS

FTI Consulting conducts business in many countries throughout the world. As a global organization, we must know and follow the laws and regulations that apply to our work in all locations where we operate. Because we are a public company based in the United States, United States laws govern our business operations and conduct. However, the global reach of our business means we are subject to the laws of other countries as well. If you ever have a question about which legal standard to follow, seek guidance from FTI Consulting's Legal department before taking action.

FTI Consulting will use all reasonable means to prevent and immediately halt the occurrence of conduct that violates our Code. Anyone who directly or indirectly performs, facilitates, condones or approves of any illegal or unethical conduct will be subject to disciplinary measures, consistent with applicable laws and regulations.

OUR RESPONSIBILITIES



OUR RESPONSIBILITIES

UNDERSTANDING OUR SHARED RESPONSIBILITIES

We all are expected to read, understand, stay apprised of and comply with our Code, all other Company policies, and all applicable laws and regulations. Keep in mind that this Code reflects general principles to guide us in making ethical decisions. It is not intended to address every situation that may arise. In situations where customary conduct is at odds with our Code, other Company policies or applicable local laws or regulations, we must comply with the more stringent standard. Any violation of a law or regulation also will be considered a violation of our Code. If you have questions, or if you are unsure of which rule to follow, you may seek guidance from your manager, segment or region leader, the Chief Ethics and Compliance Officer or the Legal department.

For your convenience, the Code contains references to many, but not all, policies that are available on our Company's website or *FTI Atlas*. In addition to asking questions, we all should refer to these resources for additional guidance.

ACCEPTING ADDITIONAL RESPONSIBILITIES AS MANAGERS

Holding a management position at FTI Consulting means accepting an additional set of responsibilities. Our managers, at all levels, are expected to demonstrate a strong commitment to professionalism and to lead by example. If you are a manager, you must:

- Act as a role model to inspire ethical conduct and compliance by others.
- Ensure that all your direct reports understand their responsibilities under this Code.
- Create an "open-door" environment where your direct reports and other FTI Consulting colleagues feel comfortable asking questions or making reports.
- Encourage your colleagues to voice their opinions and concerns about Company policies and internal practices.
- When your direct reports or other colleagues raise a concern, escalate it appropriately.
- Consider professionalism and accountability to be an integral part of the performance evaluations of your direct reports.
- Supervise your direct reports to ensure compliance with this Code, other Company policies and procedures, and applicable laws and regulations.

As a manager, you also must ensure that FTI Consulting individuals who voice their opinions or make reports are informed of FTI Consulting's non-retaliation policy. Further, take appropriate action if you witness an act of retaliation or suspect one has occurred, and report such conduct immediately to your manager, segment or region leader or FTI Consulting's Chief Ethics and Compliance Officer.

ADDRESSING OUR QUESTIONS AND CONCERNS



SEEKING ADVICE AND MAKING REPORTS

If you become aware of an actual or potential violation of this Code, another corporate policy or any applicable law or regulation, you are strongly encouraged to report it promptly (managers are required to do so), where allowed by applicable law. Making such a report may allow FTI Consulting to manage the consequences of any illegal or unethical act before it becomes a bigger issue. It also can stop a situation from escalating. In addition, timely reporting helps FTI Consulting assess the operation of its risk management programs and procedures and prevent future misconduct.

You can ask questions or raise concerns in several ways:

- Your Manager
- Our Human Resources Department
- Our Chief Ethics and Compliance Officer
- The Legal Department
- The FTI Consulting Integrity Helpline:
 - In the U.S. by calling 1.866.294.3576
 - In the United Kingdom, by calling applicable toll free number:
 - 0.500.89.0011 United Kingdom (C&W) or
 - 0.800.89.0011 United Kingdom (British Telecom)
 - At the prompt dial 866.294.3576
- From a country other than the U.S. or UK, follow the instructions for filing a report on the Internet (described below) until you reach the FTI Consulting landing page; on that page, click the link for the list of international access codes to find the telephone number for your location.
- Via the web: www.fticonsulting.ethicspoint.com

The Helpline is staffed by an outside company and is available 24 hours a day, 7 days a week. Reports to the Helpline may be made on a confidential or anonymous basis where local law allows, and the information will be relayed to FTI Consulting for further investigation. Please note, however, that it may be more difficult for our Company to thoroughly investigate reports that are made anonymously. For this reason, you are encouraged to share your identity when making a report.

See also FTI Consulting's *Policy on Reporting Concerns and Non-Retaliation*.

INVESTIGATIONS OF REPORTS

We each are expected to cooperate fully in any internal or external investigation. Our Company will treat reported information in a confidential manner to the extent permitted by local laws and consistent with good business practices and always will uphold our commitment to our non-retaliation policy.

When making an internal report, you also can expect the following:

- Your report will be handled promptly.
- Your report will be verified for accuracy and completeness.
- You may receive follow-up communications requesting additional information.

Please refrain from conducting your own investigation. Such actions could compromise the integrity of our Company's investigation. Any unauthorized investigation is strongly discouraged and may result in disciplinary action or may subject our Company to penalties. If you are asked to participate in any investigation other than by Human Resources or the Legal Department of FTI Consulting, whether internal or external, you must contact FTI Consulting's General Counsel and Chief Risk Officer immediately.

NO RETALIATION AT FTI CONSULTING

FTI Consulting strictly prohibits acts of retaliation against any person for providing information in good faith or assisting in an investigation regarding any conduct that you believe constitutes a violation of law or this Code. Acting in “good faith” means that you come forward with all the information you have and believe you are giving a sincere and complete report. In other words, it does not matter whether your report turns out to be true, as long as you deliver it honestly. An individual who makes a report in bad faith, or who retaliates against a person for making a report or participating in an investigation in good faith, may be subject to disciplinary action, up to and including termination, as local law permits. Anyone making a report in bad faith also may be subject to disciplinary action, as local law permits.

See also FTI Consulting’s *Policy on Reporting Concerns and Non-Retaliation*

CONSEQUENCES

Violations of our Code, policies or the law may carry serious consequences for the individuals involved and our Company. Those who engage in unethical or illegal behavior, or who otherwise violate our Code and policies, and those who direct, condone, approve or facilitate such behavior, may be subject to disciplinary action, up to and including termination, subject to local laws. Furthermore, such behavior places all of us at risk of damaged reputation, hinders our professional prospects, and may subject us—as individuals and as an institution—to fines and civil or criminal liability.

RESPECT FOR OUR COLLEAGUES



DIVERSITY

For our Company to succeed as a global professional services firm, we must strive to reflect the diversity of the communities in which we operate. That means we must maintain a workplace atmosphere that attracts, develops and retains people from various backgrounds. If we do not treat one another with respect, we will not maintain a comfortable and professional atmosphere. Our professionalism is vital to building our Company's reputation and to retaining our diverse talent base. Together, we must strive to create a workplace that is free from discrimination and harassment.

See also your region's *Employee Handbook*

EQUAL OPPORTUNITY AND NONDISCRIMINATION

Discriminating against someone for his or her traits is a violation of our Code, Company policies and, in some cases, the law. Such actions have no place within FTI Consulting. FTI Consulting does not discriminate against others on the basis of race, color, gender, age, sexual orientation or identity, national origin, ethnicity, religion, marital status, pregnancy, physical or mental disability or veteran status. Our Company makes employment-related decisions based on merit. To be clear, "employment-related decisions" include those involving the hiring, placement, promotion, demotion, transfer, training, compensation, benefits and termination of personnel.

See also your region's *Employee Handbook*

UPHOLDING HUMAN RIGHTS

As part of our commitment to our global community, we uphold individual human rights in all our operations. This means, in part, that we provide reasonable working hours and fair wages for those who work on our behalf. FTI Consulting has a zero-tolerance policy for the use of child or forced labor, or human trafficking practices. Further, we will not knowingly do business with subcontractors, business partners or vendors who violate these practices. FTI Consulting could be held accountable for the conduct of these individuals and entities. Therefore, if you have reason to believe any third party is engaging in any of the above practices, report the misconduct immediately. For more information, contact FTI Consulting's Chief Ethics and Compliance Officer.

With respect to labor and employment matters, we adopt and adhere to the following principles set forth in the UN Global Compact:

PRINCIPLE 1: Businesses should support and respect the protection of internationally proclaimed human rights.

PRINCIPLE 2: Businesses should make sure they are not complicit in human rights abuses.

PRINCIPLE 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.

PRINCIPLE 4: Businesses should uphold the elimination of all forms of forced and compulsory labor.

PRINCIPLE 5: Businesses should uphold the effective abolition of child labor.

PRINCIPLE 6: Businesses should uphold the elimination of discrimination in respect to employment and occupation.

QUESTION

Danica recently was awarded a senior position within her department after years of exemplary service. In her previous role, Danica showed strong leadership and ingenuity, helping facilitate necessary developments and offering key recommendations for improvement. She is proud of the work she's done, and feels her promotion is deserved. Kate, one of Danica's colleagues, also was considered for the position, and feels angry that Danica was chosen over her. Kate proceeds to make comments—both to other FTI Consulting personnel and to Danica herself—that suggest Danica shared an inappropriate personal relationship with the hiring manager. The rumors become more aggressive, and many mischaracterizations of Danica's character are made. Danica is mortified, and Kate's insinuations are making it difficult for Danica to focus on her work. What should she do?

ANSWER

Danica should report the situation to her manager or the Chief Human Resources Officer immediately. Kate is engaging in harassing behavior, succeeding in creating a hostile environment and making Danica uncomfortable. All FTI Consulting personnel deserve to contribute to a positive, respectful workplace. It is difficult for us to meet our commitments to our Company and other stakeholders if we do not first meet our commitments to each other. False and harassing statements detract from the integrity of our Company's business and undermine our effectiveness as a team. Danica does not need to endure this harassment.

HARASSMENT

Our Company does not tolerate harassment. Harassment can take many forms, including verbal remarks, physical advances or visual displays, and may come from colleagues, managers, vendors, contractors or clients. The legal definition of harassment may vary depending on where we are doing business, but such behavior always has the purpose or effect of creating an intimidating, offensive or demeaning environment for another person. It is a form of discrimination and, as such, has no place at FTI Consulting.

It is important to note that harassment can be sexual or non-sexual in nature. Sexual harassment may include:

- Unwanted advances
- Inappropriate touching
- Sexually suggestive comments or jokes
- Requests for sexual favors
- Inappropriate comments about another's appearance

Non-sexual harassment may include:

- Offensive comments
- Jokes or pictures related to race, religion, ethnicity, gender or age

In order to keep harassment out of our workplace, we must be sure that our comments and actions are appropriate and respectful. If you feel you have experienced or observed any discriminatory or harassing behavior, you are encouraged to disclose the situation to the Chief Human Resources Officer, your manager, segment or region leader, or FTI Consulting's General Counsel and Chief Risk Officer immediately.

See also your region's *Employee Handbook*

SUBSTANCE ABUSE

The work we perform at FTI Consulting requires us to have sharp, clear minds. Therefore, we must never report to work under the influence of drugs, alcohol or any other substance that may impair our ability to work safely and productively. Our Company prohibits the possession, use, sale, purchase or distribution of any illegal drugs or controlled substances by any employee, consultant or contractor on Company premises, during working hours or when conducting Company business. Lawfully prescribed medications are allowed to be used while at work, provided that their use does not adversely affect job performance or our safety. While FTI Consulting may permit limited alcohol use at approved Company events, you must always use good judgment and exercise moderation in these situations.

See also your region's *Employee Handbook*

VIOLENCE

Acts of threats or violence interfere with our commitment to health and safety and never will be tolerated. Any threatening behavior, even if made in a seemingly joking manner, must be reported immediately. Also, weapons are never permitted on any FTI Consulting premises. If you or someone you know is in immediate danger, call local law enforcement authorities immediately. Then, report the matter internally through normal channels.

PORNOGRAPHY

It is not permissible to possess, distribute or view pornographic material on FTI Consulting property or use FTI Consulting equipment (including computers) to obtain or view such materials. You are strongly encouraged to report the existence of pornography on the Company's systems or premises to Human Resources so that appropriate action may be taken, including notification of the proper authorities.

See also FTI Consulting's *Policy on Acceptable Use of Technology Resources*

PROTECTING PERSONAL EMPLOYEE INFORMATION

As FTI Consulting personnel, we recognize and protect the confidentiality of employee medical and personnel information. Such information must not be shared or discussed inside or outside FTI Consulting, except as required by law or appropriate legal process, or in connection with an appropriate, lawful business use or as authorized by the employee. Disclosure of such information to anyone outside FTI Consulting under any other circumstances must be approved by the Legal department.

Nothing in this policy is intended to or shall prohibit any non-supervisory employee from discussing the employee's wages or terms and conditions of employment with any other individual, entity, union or governmental agency. Further, nothing in this policy is intended to or shall prohibit any conduct protected by Section 7 of the U.S. National Labor Relations Act or other applicable labor law, and an employee will not be subject to disciplinary action or other adverse employment action for engaging in such protected activity.

Many laws govern the use, disclosure and/or privacy of employee information, both in the United States and abroad. If you are unsure of local requirements, or have other privacy-related questions, you should contact your manager, segment or region leader or FTI Consulting's General Counsel and Chief Risk Officer.

SERVING OUR CLIENTS AND BUSINESS PARTNERS



PROVIDING CONSISTENT, QUALITY SERVICES

At FTI Consulting, we compete effectively and with enthusiasm. There is no room for unfair or unethical business practices in what we do. We must remain honest in all our sales, marketing, advertising and business pursuits. We must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information or any other intentional unfair practices. We must make only factual and truthful statements about FTI Consulting and the exceptional services we offer. We each should be familiar with the marketing and advertising review procedures that apply to our work.

QUESTION

Julian is making a sales pitch to a major health-care organization and feels confident about his representation of FTI Consulting's restructuring services. After his presentation, the floor is open to discussion, and Julian is engaged in a lively, optimistic debate. However, as Julian is adding to his final comments, he misspeaks, prompting an additional question from the potential client, to which Julian does not know the answer. Not wanting to lose momentum or come across as incompetent, Julian fabricates a response he does not know to be accurate. Is this truly detrimental?

ANSWER

Yes. Inevitably, we face situations where we may not feel certain about the answers we are expected to provide. The appropriate response to these situations is honesty. Julian should avoid the potential spread of misinformation by amending his previous statement or by agreeing to follow up with the potential client when he has all of the facts. False statements and promises not only affect future business with our clients—misinformation affects FTI Consulting's reputation for integrity.

PROTECTING CONFIDENTIAL
INFORMATION AND OBSERVING CAREFUL
COMMUNICATIONS PRACTICES



PRESERVING THIRD-PARTY INFORMATION

To uphold our Company's reputation and to best serve our clients, FTI Consulting is committed to protecting the privacy of third-party information as vigilantly as we do our own. This means we must collect, use and safeguard client information as we would our own confidential information. Never share the material, non-public information of our clients with a third party or any colleague who does not have a business need to know it.

We also must take steps to prevent the accidental disclosure of client information. In the rare event that such a disclosure should occur, we must follow established Company procedures for addressing the situation. Similarly, in the event of a potential data compromise incident, immediately contact Information Security, your segment or region leader and the Legal department. Never share any details about the incident with others, internally or externally, who do not have a business need to know it.

Many countries have unique legal requirements governing the use, disclosure and/or privacy of client information. If you are unsure of local requirements, or have other privacy-related questions, you should contact your manager, FTI Consulting's Chief Ethics and Compliance Officer or the Legal department.

See also FTI Consulting's *Information Security Policy*; FTI Consulting's *Policy on Acceptable Use of Technology Resources*; and FTI Consulting's *HIPAA Privacy Compliance Policy*

QUESTION

Alyssa, a Healthcare Analyst, has a sizable amount of confidential data pertaining to several of FTI Consulting's largest clients. The nature of her work requires her to travel frequently, and oftentimes she updates her records electronically while commuting between locations. As her schedule has become increasingly demanding, Alyssa finds herself discussing client data on calls while waiting at the airport or riding the train. Should she be taking any additional precautions when working with this information?

ANSWER

Yes. While it may be tempting to conduct FTI Consulting work while commuting, it is important to understand that our conversations in airports, on trains or in other open areas are not private. Anyone may overhear a vital piece of confidential information regarding our clients or our Company. Similarly, others may be able to view private data on our laptops or other electronic devices. In this instance, Alyssa must take steps to limit the information she discusses on calls, never disclosing confidential client information in a place where others may overhear. She must wait until she is in a private location, with a secure network connection or encryption capabilities, before working on sensitive client documents. By taking these steps, we maintain our clients' trust and protect the integrity of their private information.

PROTECTING FTI CONSULTING'S CONFIDENTIAL INFORMATION

Confidential information generated and gathered in our business is a valuable Company asset. Protecting this type of information plays a vital role in FTI Consulting's success, and it must be maintained in strict confidence, unless otherwise required to be disclosed by law or our Company policies. Our responsibility to protect proprietary and confidential information continues even after leaving FTI Consulting. This means you must return all such information in your possession upon your departure. Further, you may never disclose such information to a new employer, no matter how much time has passed since your employment with FTI Consulting has ended.

Refer to *Protecting Intellectual Property* at page 32 of this Code for additional information.

To ensure that FTI Consulting's confidential information, including its intellectual property ("IP"), is properly protected, none of us may disclose it to anyone outside of FTI Consulting, except when authorized or legally required to do so. We also cannot discuss this information with colleagues who do not have a business need to know it. Take care not to lose, misplace or leave confidential information (or technologies containing such information) unattended. In addition, never discuss this information where those who do not have a business need to know it might overhear—such as elevators, airport terminals, trains, restaurants and Company break rooms.

See also the following FTI Consulting policies: *Information Security Policy*; *Policy on Acceptable Use of Technology Resources*; and *HIPAA Privacy Compliance Policy*.

PROHIBITION AGAINST TRADING ON INSIDE INFORMATION

While working on behalf of FTI Consulting, we may become aware of material, non-public information about our Company, our clients or other companies. Material, non-public information (also known as "inside information") is information about a company that is not known to the general public and that could influence a typical investor's decision to buy, sell or hold that company's securities. Information stops being non-public when it has been effectively disclosed to the public and a reasonable waiting period has passed to allow the information to be absorbed by the marketplace.

Buying or selling securities of a company while you possess inside information is a criminal offense in many countries, including the United States, and is prohibited by Company policy. This applies to stock, options, debt securities or any derivative securities of FTI Consulting, Inc., as well as our clients and vendors. Further, if you reveal inside information to anyone, including family or household members, and that person then buys or sells securities (or passes the information on to someone else who buys or sells securities), you may be liable for "tipping."

FTI Consulting maintains extensive policies on whether and how we may trade in Company and client securities. Your business practice group may adopt additional requirements and restrictions on your personal trading due to your job responsibilities or the laws of the jurisdiction in which you are located. If you have any doubt whether non-public information you possess is material, do not trade on that information and contact FTI Consulting's Chief Ethics and Compliance Officer or the Legal department.

See also FTI Consulting's *Policy on Inside Information and Insider Trading*; *Strategic Communications Securities Transactions and Confidentiality Policy*

COORDINATING OUR CORPORATE COMMUNICATIONS

Only authorized persons can speak as representatives of FTI Consulting on matters of Company business.

From time to time, we may receive inquiries from representatives in the news media, analysts or investment community regarding, among other things, our clients, our financial results, our business strategy, or issues related to employees and other matters. Unless you are specifically designated by FTI Consulting to handle such requests (or unless the request concerns wages or terms and conditions of employment), you should not respond to them. Instead, forward such inquiries to the Head of Investor Relations and Corporate Communications immediately. Similarly, you should forward all information requests from any government or regulatory body to FTI Consulting's General Counsel immediately (you are not required to do so for requests related to wages or the terms and conditions of employment).

You also may receive invitations from professional, industry, media or other groups or organizations—often referred to as “expert networks”—to consult on matters relating to FTI Consulting or the industries and businesses we service. These expert networks may ask us to participate in telephone consultations, in-person meetings or educational events to benefit their clients and other parties. Participation in such activities may be permitted in certain situations. If you are in doubt about whether you are authorized to participate in such activities, contact your manager, segment or region leader, practice leader or FTI Consulting's Chief Ethics and Compliance Officer.

See also FTI Consulting's *Policy on Disclosure Controls*

SOCIAL MEDIA

Social media affords us many opportunities through which to engage our stakeholders. However, we may use social media—including blogs, podcasts, discussion forums, and social networks—for FTI Consulting-related

business purposes only when properly authorized, and only as long as such usage and communications comply with our Code. If you do not know whether you have been authorized to use social media for FTI Consulting-related purposes, contact the Head of Investor Relations and Corporate Communications.

Limited personal use of social media is allowed, provided:

- Only approved personnel can speak on behalf of FTI Consulting.
- Identify yourself as an FTI Consulting employee when personally participating on social networking sites if you are discussing FTI Consulting's business and related industry topics.
- Personal recommendations are personal.
- Personal use of FTI Consulting equipment for social media purposes must comply with applicable policies.
- Do not accept payment to blog outside of your work for FTI Consulting.

If you disclose confidential Company information through social media or networking sites, delete your posting immediately and report the disclosure to the Chief Information Officer, as well as the Chief Ethics and Compliance Officer.

Due to the highly sensitive nature of our business and the laws that apply to our work, even seemingly harmless disclosures could prove damaging to FTI Consulting or our clients. If you believe you have witnessed the inappropriate use of FTI Consulting's technologies or electronic communications in social media, notify the Head of Investor Relations and Corporate Communications immediately.

If you have any questions about using Company technology resources for social media, consult with FTI Consulting's Head of Investor Relations and Corporate Communications.

See also FTI Consulting's *Social Media Policy* and *Acceptable Use Policy*

IDENTIFYING AND DISCLOSING PERSONAL CONFLICTS OF INTEREST



IDENTIFYING AND DISCLOSING PERSONAL CONFLICTS OF INTEREST

All of us are responsible for acting in FTI Consulting's best interests at all times. As much as possible, we must avoid situations in which our personal interests and loyalties are—or appear to be—incompatible with those of our Company or which are influenced by personal gain or benefit. Situations that benefit a family member or other related third party also should be avoided. However, these situations—called “conflicts of interest”—do arise on occasion. When this happens, report the conflict immediately. Reporting allows FTI Consulting to mitigate any possible adverse consequences.

As a rule, when acting on FTI Consulting's behalf, we always should put our Company's interests ahead of our own. Exceptions to conflict of interest situations will only be granted by the express written consent of FTI Consulting's Chief Ethics and Compliance Officer. If you have questions about any of these policies or need to discuss a potential conflict, you should consult with your manager, segment or region leader or FTI Consulting's Chief Ethics and Compliance Officer.

While it is not possible to describe every situation that could give rise to a conflict of interest, some of the more common conflict of interest situations are outlined below.

FINANCIAL INTERESTS

Our Company respects our right to manage our personal finances. However, some outside financial interests may improperly influence—or could appear to influence—your performance at FTI Consulting. This influence may arise, for example, because of the amount of an investment or the particular organization in which you invest, such as an FTI Consulting competitor, client, vendor or other business partner. Investing in a client, vendor or competitor is generally allowed, but you should consider carefully whether such an investment would generate the appearance

of a conflict. You must disclose any such relationships before directly or indirectly investing in or conducting business with such person or entity.

OFFERING AND ACCEPTING GIFTS AND ENTERTAINMENT

Business gifts and entertainment are commonly exchanged to develop and encourage strong working relationships with our clients, vendors and other business partners. In order to avoid even the appearance of a conflict of interest, good judgment and moderation should always serve as our guides in these situations. Giving or receiving a gift or offer of entertainment is not an appropriate activity if it creates a sense of obligation, puts us in a situation where we may appear biased, or is done with the intent to influence a business decision.

Gifts are usually goods and services, but can be defined as any item of value. For example, when the person offering a meal or entertainment is not attending the event, it is considered a gift. We may give or accept a gift only when it meets all of the following criteria:

- Nominal or otherwise reasonable in value and not lavish
- Infrequent
- In good taste
- Unsolicited
- Not cash or cash equivalents
- Not restricted or prohibited by the terms of any applicable contract

If you are giving the gift, make sure it comports with a client's gift policy. It is important to be certain of this before giving any gifts.

Entertainment includes meals and events where both the person offering and the person accepting attend, such as meals or sporting events. The entertainment should advance an FTI Consulting business purpose. Just as with gifts, we may give or accept entertainment only when it fits all of the above standards.

If you are offered or are offering a gift or a form of entertainment that does not meet these guidelines, you must obtain written approval before accepting or giving it by contacting your manager, segment or region leader, or FTI Consulting's Chief Ethics and Compliance Officer.

Keep in mind that the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other local laws and regulations govern the giving of gifts and entertainment to government officials. The UK Bribery Act and various laws in other jurisdictions also criminalize gifts and payments to private persons under certain circumstances.

Also see the "Adhering to Anti-Corruption Laws" section of this Code—as well as the *Anti-Corruption Policy*—for more.

QUESTION

Yvonne manages FTI Consulting's relationships with several healthcare organizations. During the holiday season, one such organization sends Yvonne a traditional gift basket to thank her for her tireless service and dedication to facilitating superior communications. Attached to the basket, however, is an envelope containing a USD\$50 gift card to a moderately priced, local restaurant. Yvonne knows that, while the basket is likely an acceptable gift, the gift card is a cash equivalent and is therefore prohibited under Company policy. What should she do?

ANSWER

Yvonne should contact her manager, segment or region leader, or FTI Consulting's Chief Ethics and Compliance Officer to discuss the gift. While she may be able to retain the gift basket, assuming its retail value is reasonable and such gifts from this organization are infrequent, FTI Consulting's policy prohibits us from accepting cash or cash equivalents. By reporting the gift, Yvonne allows FTI Consulting to evaluate the gift, and avoids the appearance of accepting a bribe.

OUTSIDE BUSINESS ACTIVITIES

A conflict of interest may arise if an employee engages in an outside activity that may be inconsistent with FTI Consulting's business interests. As a general rule, FTI Consulting does not allow outside employment or business activities that are not related to your role at FTI Consulting. It is our responsibility to avoid situations in which our loyalty to FTI Consulting, or availability to perform our job duties when required, could be compromised. Questions regarding outside activities should be directed to FTI Consulting's Chief Ethics and Compliance Officer.

If you are invited to participate as a member of the board of directors of a for-profit entity, you must notify the Chief Ethics and Compliance Officer who will help to analyze the potential for conflict. You must also contact the Chief Ethics and Compliance Officer before taking on outside employment in an area in which FTI Consulting provides services.

Your participation in trade associations, professional societies, charitable institutions or quasi-government organizations on a non-compensated basis will generally not give rise to a conflict of interest. However, you should inform the Chief Ethics and Compliance Officer if the activity is similar to services provided by FTI Consulting or if it might be contrary to the interests of FTI Consulting or its clients.

QUESTION

Adrian has worked for our Company for several years as a consultant. During his tenure, he has compiled a vast amount of critical research and analysis. Currently, Adrian is working with an old friend from his graduate school to launch an independent consulting firm, using data he's collected and analyzed through his work for our Company and its clients. Since he plans to operate on weekends and after-hours, Adrian believes this will not affect his work for FTI Consulting, and is therefore not a conflict. Is he correct?

ANSWER

No. While it sounds as though Adrian's outside employment hours would not affect the amount of time he is able to devote to FTI Consulting, his business venture still creates a conflict of interest. Not only would Adrian's independent firm likely be in direct competition with our Company, he would also be misappropriating and making improper use of confidential Company information. At a minimum, Adrian should contact FTI Consulting's Chief Ethics and Compliance Officer to discuss the situation before acting.

BUSINESS WITH FAMILY MEMBERS OR FRIENDS

A conflict of interest also can arise if you or your family member have a personal or financial interest in a company that is an FTI Consulting client, potential client, vendor, potential vendor or competitor. A conflict also may arise if you or a family member have an interest in a transaction between or among such parties and FTI Consulting, or an FTI Consulting competitor. The same holds true if you have a family member or related party who works for a competitor or client. If you find yourself in such a situation, remove yourself from the process and report the situation to FTI Consulting's Chief Ethics and Compliance Officer, as well as your manager or segment or region leader right away. If you are instructed to proceed, you must not use your position to influence the decision, negotiation or contract in a manner that could directly or indirectly benefit you or your family member/friend in any way.

In addition, it is important to avoid directly or indirectly supervising family or friends. When a personal or family relationship between FTI Consulting personnel exists—especially if it is also a reporting relationship—it may appear that the subordinate is receiving preferential treatment or favoritism. For this reason, you should never be placed in a position where you have direct decision-making authority over a family member or vice versa.

Our Company also discourages indirect employment relationships between family members. Remember, we must avoid even the *appearance* of bias. If such a situation arises, you must disclose the facts to your manager or segment or region leader promptly.

See also your region's *Employee Handbook*

CORPORATE OPPORTUNITIES

While performing work on behalf of our Company, we each have a duty to put FTI Consulting's interests ahead of our own. This means never taking for yourself (or for the benefit of family or friends) opportunities that are discovered in the course of FTI Consulting employment or through our connections at FTI Consulting, or that are developed through the use of corporate property or information, unless FTI Consulting has already been offered the opportunity and informed you in writing that it will not pursue the opportunity.

PERSONAL USE OF CORPORATE PROPERTY AND CORPORATE INFORMATION

You should never use FTI Consulting property, assets, corporate information or position for improper personal gain, or otherwise compete with our Company. You may not divert Company property or Company personnel to work on your outside business interests. This includes using Company letterhead for personal correspondence.

COMPLYING WITH LAWS



COMPLYING WITH LAWS

We must comply with the laws that apply to us wherever we conduct business. Some of these laws are discussed below.

ANTI-CORRUPTION LAWS

We never use, support or promote corrupt practices in the locations where we do business. Many countries have enacted anti-corruption laws, and we abide by them wherever we work. These include the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other laws, including laws implementing the OECD (Organization for Economic Co-operation and Development) Anti-Bribery Convention, the United Nations Convention Against Corruption, and local jurisdictional laws and regulations. These laws generally prohibit bribery of government officials, and some also criminalize bribery of private persons.

In general, anti-corruption laws specifically prohibit making, promising, offering or authorizing any bribe or kickback in order to obtain an improper business advantage. Our Company will not tolerate any form of improper payments. Just as we cannot make improper payments on FTI Consulting's behalf, we also cannot engage an agent or any type of third party to make an improper payment for us. FTI Consulting also prohibits "facilitating payments," which are small payments made to individual officials to expedite routine government actions.

A bribe or improper payment can be anything of value, including:

- Cash payments
- Charitable donations
- Loans
- Travel expenses
- Gifts and entertainment
- Other favors

In short, any payment or anything of value given with the intent—or even the apparent intent—to improperly influence decisions, obtain information, obtain or retain business, secure services or induce others to take actions favorable to FTI Consulting is bribery and is never allowed.

Anti-corruption laws are complex, and the consequences of violating these laws are severe. For this reason, you should avoid any activity that could be construed as corrupt. Keep in mind that FTI Consulting has an extensive *Anti-Corruption Policy*, available on FTI Consulting's website and FTI *Atlas*, with which we all must be familiar and must comply with in full. Refer to this policy for more information on what constitutes a government official, kickback, bribe and payment, as well as other relevant information.

You may also discuss any concerns you have relating to anti-corruption laws with FTI Consulting's Chief Ethics and Compliance Officer or the Legal Department.

See also FTI Consulting's *Anti-Corruption Policy*

ABIDING BY U.S. AND INTERNATIONAL COMPETITION LAWS

Competition laws (also called “antitrust laws” in some countries) are designed to preserve a level playing field for all businesses. As such, they promote open and fair competition and prohibit any agreement or practice that unreasonably restrains trade. FTI Consulting complies with competition laws wherever we do business. In general, avoid entering into agreements relating to competitively sensitive matters (such as fixing pricing or market share) or with competitors unless you specifically have been authorized to do so by your manager or practice leader in consultation with the Legal department. Violations of competition laws may subject both the individuals involved and our Company to severe consequences. Report any questionable incident regarding competitively sensitive matters to FTI Consulting’s Chief Ethics and Compliance Officer or the Legal department immediately.

ABIDING BY ECONOMIC SANCTIONS AND ANTI-BOYCOTT LAWS

It is our Company’s policy to fully comply with:

- U.S. and other applicable laws and regulations prohibiting or restricting transactions with certain designated foreign governments, entities, persons, or end uses
- U.S. anti-boycott laws.

To this end, we may not:

- Conduct any transaction involving prohibited entities or persons (e.g., those listed on various U.S. and UK Government lists – see <http://www.state.gov/strategictrade/redflags/>)

- Travel on Company business to any of the countries subject to U.S. sanctions prohibiting such travel without first obtaining clearance from FTI Consulting’s Chief Ethics and Compliance Officer
- Retain a third party (e.g., agents, sales representatives, distributors, contractors) to conduct any of the above actions

In addition, under U.S. law, we must not cooperate with any request concerning unsanctioned foreign boycotts or related restrictive trade practices. This means we cannot take any action, furnish any information or make any declaration that could be viewed as participation in an illegal foreign boycott. There are severe penalties for violation of these laws, making them all the more important to follow. FTI Consulting is required to report any suspected boycott requests to the U.S. government. You should immediately notify FTI Consulting’s Chief Ethics and Compliance Officer if you suspect you have received any form of a boycott-related request for information, whether oral or written.

QUESTION

Nigel is providing business advice to a client. During the course of the engagement, the client asks Nigel for help in acquiring an Iranian company. Can Nigel provide the requested assistance?

ANSWER

Nigel should immediately consult with the Chief Ethics and Compliance Officer or the Legal department. Iran is subject to broad U.S. sanctions and our ability to accept work that involves Iran is limited. In addition, to the extent new parties are added to an engagement, it may be necessary to run an updated conflicts check.

PREVENTING MONEY LAUNDERING AND TERRORIST FINANCING

FTI Consulting is dedicated to the fight against money laundering and terrorist financing. These illicit activities have become the focus of considerable attention by governments, international organizations and law enforcement agencies around the world. This is an issue that our Company takes extremely seriously.

Money laundering is the process by which criminal funds are moved through the financial system in order to hide all traces of their criminal origin. Terrorist financing refers to the use of funds that may come from legitimate or criminal sources but are destined for terrorist organizations.

It is extremely important that we know and comply with all laws and regulations aimed to halt money laundering and terrorist financing. To do this, we must be vigilant and exercise good judgment when dealing with unusual or suspicious client transactions. This, of course, means never alerting an organization or individual with whom you have a relationship of any impending or ongoing investigation against them. You also have a duty to alert FTI Consulting's Chief Ethics and Compliance Officer or the Legal department about any situation that seems inappropriate or suspicious. If you have further questions or concerns, contact FTI Consulting's Chief Ethics and Compliance Officer.

ABIDING BY EXPORT CONTROL LAWS

As a global company, we deliver our product offerings and services all over the world. It therefore, is critical that we comply carefully with all applicable laws and regulations that regulate our international trading activity. We must understand and follow the laws relating to exports or imports from and to the United States and other jurisdictions.

An export occurs when a product, service, technology or piece of information is shipped to a person in another country. An export can also occur when technology, technical information or software is provided in any way (including verbally, in the case of information) to a non-U.S. citizen located in either the United States or a third country. Before engaging in exporting activity, you are expected to verify the eligibility of both the location of delivery and the recipient. You also must obtain all required licenses and permits, and pay all proper duties.

Import activity, or bringing the goods we purchase from a foreign or external source into another country, is also generally subject to various laws and regulations. Specifically, this activity may require the payment of duties and taxes, as well as the submission of certain filings.

For more information on prohibited locations, entities or persons generally, you may refer to <http://www.bis.doc.gov/ComplianceandEnforcement/ListsToCheck.htm> and direct any questions or concerns to FTI Consulting's Chief Ethics and Compliance Officer or the Legal department.

RESPECT FOR OUR STOCKHOLDERS
AND THE PUBLIC



PROTECTING OUR COMPANY AGAINST FRAUD AND THEFT

FTI Consulting's reputation depends on the integrity of all of our actions and dealings. In addition, we are committed to protecting FTI Consulting's revenues, property, and other assets. Accordingly, fraud, theft, negligence and waste are never tolerated. This includes asset theft, as well as the falsification of information and financial statement fraud. Any such conduct is considered a disciplinary offense and may result in stronger consequences.

Acts of fraud may include the intentional concealment of facts with the purpose of deceiving or misleading others. Fraud also may include:

- Misstatements arising from fraudulent financial reporting (such as improper revenue recognition, overstatement of assets or understatement of liabilities)
- Misstatements arising from misappropriation of assets (such as wire fraud, fictitious vendors)
- Expenditures and liabilities for improper purposes
- Fraudulently obtained revenues and assets or the avoidance of costs and expenses
- Fraud in our fulfillment of disclosure obligations
- Expense fraud

FTI Consulting has created a control environment intended to prevent, detect and mitigate the risk of fraud. We are encouraged to bring to the attention of the Chief Financial Officer any opportunities or motives for fraud not adequately covered by existing controls. Any concerns regarding fraud or financial irregularities should be brought to the immediate attention of the Chief Financial Officer, the Chief Ethics and Compliance Officer or the Legal department.

QUESTION

Raquel is responsible for preparing her department's quarterly financial reports and is generally quick to detect and correct any irregularities. These are usually the result of rushed entries and clerical errors, and don't often require much of Raquel's time to fix. This quarter, however, Raquel is noticing persistent irregularities that seem much more complex— even intentional. She finally pinpoints the source of the misreported revenues, and has no doubt that these entries are part of a larger fraudulent act. Should she speak up?

ANSWER

Yes. Raquel has identified a clear pattern of fraud in her team's financial reporting, and must report her suspicions immediately. It is not enough to simply correct the entries, if doing so is even possible. One or more of Raquel's colleagues is knowingly maintaining improper records, which is behavior that must be corrected and appropriately disciplined. Raquel herself will not face any retaliation for making such a report in good faith, even if the investigation proves that no misconduct occurred.

TRUTHFUL AND ACCURATE REPORTING

We each must do our part to make certain that the financial documents our Company discloses to the public are both accurate and honest. While it may not seem as though some of the information we generate has an impact on our Company's financial records, we all play a role in ensuring that this important duty is fulfilled. Therefore, every piece of data or information we submit in Company records—including personnel, time and expense reports, by client and jurisdiction, and safety records—must be absolutely accurate, honest and complete. We must follow our Company's system of internal controls and all applicable accounting requirements when recording this data. We also must submit appropriate engagement and contract documentation at all times.

In addition, we are responsible for reporting financial transactions accurately, completely, fairly, and in a timely and understandable manner. We are expected to ensure that the data we provide for the preparation of financial statements, regulatory reports and publicly-filed documents comply with all applicable accepted accounting principles, as well as our Company's internal control procedures and other applicable disclosure rules. Our stockholders rely on us to fulfill these duties in order to accurately reflect our Company's operations and financial condition. Anyone who intentionally makes a materially false or misleading report, or falsifies financial information—directly or indirectly—is subject to disciplinary action to the fullest extent allowed by law. The same is true of anyone who makes a payment or establishes an account on behalf of FTI Consulting with the understanding that such payment or account will be used in a way other than as described in supporting documentation.

See also FTI Consulting's *Policy on Disclosure Controls*

RECORDS MANAGEMENT AND DOCUMENT RETENTION

Managing our records is a critical component to building trust with our clients, regulators and stockholders. Such records include all electronic, emailed, imaged and paper documents created, received and maintained as evidence or information used by our Company for legal, regulatory, accounting and business purposes. Effectively managing these records allows us to meet our business needs and ensure our records are available when needed. In addition, it helps us comply with all applicable laws and regulations and preserve any relevant documents in case of litigation, audits or investigations.

We all must follow the records management practices and policies and retention schedules in the locations where we operate. A "legal hold" applies to records connected with subpoenas seeking information and actual or anticipated litigation or regulatory action. You must retain and preserve—not destroy—all records that may be responsive until you are advised how to proceed by FTI Consulting's Legal department. If you become aware of a subpoena or pending or threatened legal or regulatory action, or if you believe that someone has improperly concealed, altered or destroyed a record, you should report it to FTI Consulting's Legal department.

PROTECTING FTI CONSULTING ASSETS AND PROPERTY



PROPER EXPENDITURES

We all are accountable for the proper expenditure of Company funds within our responsibilities. This includes Company money spent on travel or other business expenses. Please consult FTI Consulting's expense reimbursement policy, or contact your manager or segment or region leader with any questions you may have.

PROTECTING INTELLECTUAL PROPERTY

You may have access to FTI Consulting's intellectual property through the course of your work. This information is considered valuable Company property, and an asset we must protect. It includes trade secrets—data that give FTI Consulting a competitive advantage. Such confidential information could be harmful to our Company if disclosed. This includes information communicated in both written and electronic documents, as well as verbal conversations. Some examples of trade secrets include:

- Client lists
- Terms and conditions, rates or fees offered to certain clients
- Marketing and strategic plans
- Financial data
- Pricing information and costs
- Processes
- Technological developments, including information systems and computer software

IP also includes intangible property such as copyrights, patents, trademarks, design rights, logos and brands. The law protects our rights to this property as it does to other forms of physical property. To the extent permissible by law, the rights to all IP created

with Company materials, on Company time, at our Company's expense or within the scope of our duties belong to FTI Consulting.

We must never knowingly infringe upon the intellectual property rights of others. Be especially cautious when preparing advertising or promotional materials that use the name, logo or printed materials of another company, or when operating a software program on an FTI Consulting computer.

QUESTION

Samir is a User Experience Designer for FTI Consulting, and a member of an extensive network of design professionals. He often meets with a few of his contacts outside of the office to go over mockups and receive critical feedback for improving his work product. The individuals with whom Samir meets do not conduct business with our Company, but Samir values their outside opinions and does not feel that FTI Consulting's confidential information is being compromised in any way. Is his assumption correct?

ANSWER

No. The work that Samir performs on behalf of FTI Consulting, including any comps or mockups he creates, is considered Company property. Due to the proprietary nature of these materials, Samir should not be sharing them with outside parties who do not have a business need to see them. Doing so—even with trusted contacts—could put our Company's confidential information at risk. Instead, Samir should talk with his manager about obtaining feedback internally within an authorized group setting.

USING FTI CONSULTING TECHNOLOGY RESOURCES

We all are responsible for properly and appropriately using FTI Consulting technology resources, including the email system, the Internet, and Company-issued mobile devices and computers. The technology and hardware that our Company provides to us, or gives us access to use FTI Consulting property. Incidental personal use of such resources is allowed as long as the usage does not interfere with your job performance or the performance of any other FTI Consulting employees or otherwise cause harm to the Company.

Because these technology resources belong to FTI Consulting, subject to applicable law, you should not have any expectation of privacy while they are assigned to your care, even for personal use. This includes email and instant messages and anything you create, store, send or receive on the technology resources. While our Company does not actively monitor our personal communications, it may access emails and other personal information, as local law permits. FTI Consulting also may monitor the use of its technologies to the extent allowed by law.

As a rule, when using any Company technology resources, we should always conduct ourselves professionally and courteously. In addition to following all discrimination and harassment policies, we may not use the technology resources to solicit for religious or political causes, commercial enterprises, outside organizations or other activities that are unrelated to our responsibilities at FTI Consulting. Email and other electronic communications generated on FTI Consulting computer networks are subject to discovery in litigation or a regulatory inquiry, as applicable local law provides. We should exercise due care and common sense in all of our electronic communications.

Violation of these policies may be grounds for discipline, including possible termination, as local law permits. Additional questions about the appropriate use of FTI Consulting technology resources should be directed to your manager or the enterprise information security and privacy team.

See also FTI Consulting's *Acceptable Use Policy*

QUESTION

Leila, who works in accounting, has informed her colleagues of a recent fundraiser for her son's after-school program. Having received little support by word of mouth, Leila has decided to launch an email campaign to garner additional donations. She sends out a daily email to her team, including testimonials from other donors and a lengthy personal appeal. It's for a good cause, and Leila is not a manager, so there is no added pressure on FTI Consulting personnel. Is Leila allowed to do this?

ANSWER

No. FTI Consulting's technology resources must not be used to solicit for this cause. Leila does not need to hold a management role for her actions to produce unwanted pressure on her colleagues. Sending out email reminders to her team—especially in excess—is an inappropriate use of Company email and time, and is likely distracting to her team. Leila should solicit her son's fundraiser in her personal time, and avoid pressuring her colleagues to contribute.

OUR ROLE IN THE COMMUNITY



OUR ROLE IN THE COMMUNITY

CHARITABLE CONTRIBUTIONS

We have the power to make a positive difference in the communities where we live and work through our volunteer and charitable activities. While we are encouraged to support our communities by making personal charitable contributions, if you wish to give on behalf of FTI Consulting, you must never do so in an effort to gain or retain a business advantage. You must also obtain all proper approvals prior to making a donation on behalf of FTI Consulting.

For more information on the proper procedures for donations and obtaining approval, consult the “Donations to Charities” section of the *Anti-Corruption Policy*, your practice leader or FTI Consulting’s Chief Ethics and Compliance Officer.

See also FTI Consulting’s *Anti-Corruption Policy*

POLITICAL CONTRIBUTIONS AND CAMPAIGNING

As employees, we may participate in the political process on our own time and in compliance with local laws. However, these activities are subject to many rules around the world. Therefore, no Company funds, assets, services, time, equipment or facilities may be contributed, whether directly or indirectly, to any politician, candidate for political office, political party, political action committee or political cause without the prior written approval of FTI Consulting’s Chief Executive Officer. This applies to resources that may even appear to be an endorsement or contribution. This policy also applies regardless of whether you think that the laws of a particular country allow your activities. You should direct any questions to FTI Consulting’s Chief Ethics and Compliance Officer.

For more information, consult the “Political Contributions” section of the *Anti-Corruption Policy*.

See also FTI Consulting’s *Anti-Corruption Policy*

LOBBYING

Lobbying activities may require disclosure and may be subject to specific rules. The term “lobbying” covers many kinds of activities. You may be engaged in lobbying if your work involves:

- Contacts with legislators, regulators, executive branch officials or their staffs
- Communications with government officials
- Efforts to influence legislative or administrative action
- Providing gifts or entertainment to government officials

If you intend to engage in lobbying work on behalf of FTI Consulting or its subsidiaries, as opposed to a client engagement within and subject to internal procedures of your practice, you must discuss any such activities with FTI Consulting’s Chief Ethics and Compliance Officer.

EMPLOYING SUSTAINABLE PRACTICES

We demonstrate our dedication to the communities where we work by considering the environment in all our business activities. We aim to act as environmental stewards when conducting business on our Company’s behalf. This means we must comply with all applicable environmental laws and regulations, as well as any guidelines set forth by our Company. We show our respect for the environment by striving to minimize any environmental hazards, conserve and protect natural resources, and manage our use of energy and other resources responsibly.

WAIVERS AND AMENDMENTS OF OUR CODE



WAIVERS AND AMENDMENTS OF OUR CODE

Our Code and other policies apply equally to all employees, officers and directors of FTI Consulting. As such, waivers of our Code for executive officers or directors are made only in extremely limited circumstances. Waivers for officers and non-employee directors of FTI Consulting, Inc. must be approved in advance by the Board of Directors or a committee of the Board that has been delegated that authority, and then promptly disclosed to stockholders as required by applicable US Securities and Exchange Commission rules and regulations and the law. Only the Chief Executive Officer of FTI Consulting, Inc. may grant waivers to other FTI Consulting employees.

CRITICAL THINKING
AT THE CRITICAL TIME™

About FTI Consulting

FTI Consulting, Inc. is a global business advisory firm dedicated to helping organizations protect and enhance enterprise value in an increasingly complex legal, regulatory and economic environment. FTI Consulting professionals, who are located in all major business centers throughout the world, work closely with clients to anticipate, illuminate and overcome complex business challenges in areas such as investigations, litigation, mergers and acquisitions, regulatory issues, reputation management and restructuring.

www.fticonsulting.com

©2015 FTI Consulting, Inc. All rights reserved.

Schedule of Subsidiaries of FTI Consulting, Inc.

<u>Legal Name</u>	<u>Jurisdiction</u>
Compass Lexecon LLC	Maryland
[f/k/a Lexecon, LLC]	
[f/k/a LI Acquisition Company, LLC]	
FCN Holdings CV	Netherlands
FD MWA Holdings Inc.	Delaware
FD-CMM Mexico, S. de r.L. de C.V.	Mexico
Ferrier Hodgson Management Services Inc.	Philippines
FH Asset Management Corp.	Philippines
FH Corporate Services Inc.	Philippines
FTI Capital Advisors (Australia) Pty Ltd	Australia, New South Wales
FTI Capital Advisors, LLC	Maryland
[f/k/a FTI Merger & Acquisition Advisors, LLC]	
FTI Consulting—FD Australia Holdings Pty Ltd	Australia, Victoria
[f/k/a FD Australia Holdings Pty Ltd]	
FTI Consulting—Qatar LLC	Qatar
[f/k/a Dispute Resolution Consulting LLC]	
FTI Consulting (Asia) Ltd	Hong Kong
[f/k/a International Risk Limited]	
FTI Consulting (Australia) Pty Ltd	Australia
FTI Consulting (Beijing) Co., Limited	Beijing, China
[f/k/a—FD (Beijing) Consulting Co., Ltd.]	
FTI Consulting (BVI) Limited	British Virgin Islands
[f/k/a FTI Forensic Accounting Limited]	
[f/k/a Forensic Accounting Limited]	
FTI Consulting (Cayman) Ltd	Cayman Islands
FTI Consulting (China) Ltd.	China
[f/k/a Thompson Market Services (Shanghai) Co. Ltd]	
FTI Consulting (CM) Limited	Ireland
[f/k/a K Capital Source Limited]	
FTI Consulting (Government Affairs) LLC	New York
FTI Consulting (Hong Kong) Limited	Hong Kong
FTI Consulting Capital Advisors (Hong Kong) Limited	Hong Kong
[f/k/a FTI Consulting (Hong Kong) Services Four Limited]	
[f/k/a Sun Easy Investment Limited]	
FTI Consulting (Hong Kong) Services One Limited	Hong Kong
[f/k/a Chater Secretaries Limited]	
Power Famous Limited	Hong Kong
[f/k/a FTI Consulting (Hong Kong) Services Three Limited]	Hong Kong
[f/k/a Power Famous Limited]	
FTI Consulting (Hong Kong) Services Two Limited	
[f/k/a Lansdowne Nominees Limited]	
FTI Consulting (Ireland) Limited	Ireland
[f/k/a Financial Dynamics Ireland Ltd.]	
FTI Consulting (Perth) Pty Ltd	Australia
[f/k/a FD PTY LIMITED]	
[f/k/a FD Third Person Perth Pty Limited]	
[f/k/a Kudos Consultants Pty Limited]	
FTI Consulting (SC) Inc.	New York
[f/k/a FD U.S. Communications, Inc.]	

<u>Legal Name</u>	<u>Jurisdiction</u>
FTI Consulting (SC) Ltda. [f/k/a FD Gravitas Ltda.]	Colombia
[f/k/a Gravitas Comunicaciones Estrategicos Limitada] FTI Consulting (SC)(Hong Kong) Limited	Hong Kong
[f/k/a Financial Dynamics Asia Ltd.] FTI Consulting (Singapore) PTE. LTD.	Singapore
[f/k/a FS Asia Advisory Pte. LTD.] FTI Consulting (Strategic Communications) S.A.S.	France
[f/k/a Financial Dynamics S.A.S.] FTI Consulting (Sydney) Pty Ltd	Australia, New South Wales
[f/k/a FD (Sydney) PTY LTD] [f/k/a FD Third Person Pty Limited]	
[f/k/a Third Person Communications Pty Limited] FTI Consulting Acuity LLC	Maryland
FTI Consulting B.V. [f/k/a Irharo B.V.]	Netherlands
FTI Consulting Belgium SA [f/k/a Blueprint Partners SA]	Belgium
FTI Consulting Canada Inc. [f/k/a Watson, Edgar, Bishop, Meakin & Aquirre Inc.]	British Columbia, Canada
FTI Consulting Canada ULC FTI Consulting Colombia S.A.S.	British Columbia, Canada
FTI Consulting Denmark ApS FTI Consulting Deutschland GmbH	Colombia
FTI Consulting Deutschland Holding GmbH [f/k/a Maia Neunundzwanzigste Vermögensverwaltungs-GmbH]	Denmark
FTI Consulting Group Limited [f/k/a Financial Dynamics Ltd.]	Germany
FTI Consulting Gulf Limited [f/k/a FD Gulf Limited]	Germany
[f/k/a FD Dubai Limited] FTI Consulting India Private Limited	England and Wales
[f/k/a FD Communications India Private Limited] FTI Consulting International Limited	England and Wales
FTI Consulting LLC FTI Consulting LLP	India
[f/k/a—FTI Consulting Management LLP] FTI Consulting Malaysia SDN. BHD.	British Virgin Islands
FTI Consulting Management Limited [f/k/a—FTI Consulting Limited]	Maryland
[f/k/a—Carmill Limited] FTI Consulting Management Ltd	England and Wales
[f/k/a—FTI Consulting (Asia) Limited] [f/k/a— Baker Tilly Hong Kong Business Recovery Ltd] [f/k/a Baker Tilly	
Purserblade Asia Limited] [f/k/a Purserblade Asia Limited]	Hong Kong
FTI Consulting Management Solutions Limited [f/k/a Distinct Intelligence Limited]	Ireland
FTI Consulting Mexico S DE RL DE CV (f/k/a FDFTI Mexico S DE RL DE CV)	Mexico
FTI CONSULTING MEXICO SERVICES. S DE R.L. DE C.V. FTI Consulting Panama, SDAD. LTDA.	Mexico
FTI Consulting Platt Sparks LLC FTI Consulting Pte Ltd.	Panama
[f/k/a International Risk (Singapore) Pte Ltd]. FTI Consulting Puerto Rico, Inc.	Texas
FTI Consulting Realty LLC	Singapore
	Puerto Rico
	New York

Legal Name

FTI Consulting Russia Limited
[f/k/a FD Russia Limited]
FTI Consulting S.A.
FTI Consulting SC GmbH
[f/k/a Financial Dynamics GmbH]
[f/k/a A & B Financial Dynamics gmbh]
FTI Consulting Solutions Limited
[f/k/a Brewer Consulting Limited]
FTI Consulting South Africa (Pty) Ltd
[f/k/a FD Media and Investor Relations Pty Ltd]
[f/k/a Beachhead Media and Investor Relations (Proprietary) Limited]
FTI Consulting Spain, S.R.L.
FTI Consulting Switzerland GmbH
FTI Consulting Technology (Sydney) Pty Ltd
[f/k/a FTI Ringtail (AUST) PTY LTD]
[f/k/a FTI Australia Pty Ltd.]
FTI Consulting Technology LLC
[f/k/a FTI Technology LLC]
[f/k/a FTI Repository Services, LLC]
FTI Consulting Technology Software Corp
[f/k/a Attenex Corporation]
FTI Consulting, Inc.
FTI Consultoria Ltda.
[f/k/a FTI Holder Consultoria LTDA]
[f/k/a FTI Holder Consultoria S.A.]
[f/k/a Arbok Holdings S.A.]
FTI Director Services Limited
[f/k/a FS Director Services Limited]
FTI Director Services Number 2 Limited
[f/k/a FS Director Services Number 2 Limited]
FTI Director Services Number 3 Limited
[f/k/a FS Director Services Number 3 Limited]
FTI Financial Services Limited
[f/k/a Hoodwell Limited]
FTI France SAS
FTI General Partner (BVI) Limited
FTI General Partner LLC
FTI Global VAT Compliance B.V.
FTI Global VAT Compliance BVBA
FTI Global VAT Compliance S.R.L.
FTI Hosting LLC
FTI International LLC
[f/k/a FTI FD LLC]
FTI Investigations, LLC
FTI Services Limited
[f/k/a Total Sun Investments Limited]
FTI UK Holdings Limited
FTI, LLC
Gravitas Panama S.A.
Greenleaf Power Management LLC
IRL (Holdings) Limited
PT. FTI Consulting Indonesia
Sports Analytics LLC
Taxand VAT Compliance SL:
The Lost City Estates S.A.
Thompson Market Services Limited
WDSCOTT (US) INC.

Jurisdiction

England and Wales

Argentina
Germany

England And Wales

S. Africa
Spain
Switzerland
Australia

Maryland

Washington

Maryland
Brazil

British Virgin Islands

British Virgin Islands

British Virgin Islands

England and Wales

Paris, France
British Virgin Islands
Maryland
Netherlands
Belgium
Italy
Maryland
Maryland

Maryland
British Virgin Islands

England and Wales
Maryland
Panama
Maryland
British Virgin Islands
Indonesia
Maryland
Spain
Panama
Hong Kong
New York

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
FTI Consulting, Inc.

We consent to the incorporation by reference in registration statements No. 333-30173, 333-30357, 333-32160, 333-64050, 333-92384, 333-105741, 333-115786, 333-115787, 333-125104, 333-134789, 333-134793, 333-134790, 333-167283, 333-198311 and 333-2046980 on Forms S-8, registration statement No. 333-129715 on Form S-3 and Registration Statement No. 333-173096 and 333-188762 on Form S-4 of FTI Consulting, Inc. of our reports dated February 25, 2016, with respect to the consolidated balance sheets of FTI Consulting, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of comprehensive income (loss), stockholders' equity and cash flows, for each of the years in the three-year period ended December 31, 2015 and related financial statement schedule, and the effectiveness of internal control over financial reporting of FTI Consulting Inc. as of December 31, 2015, which reports appear in the December 31, 2015 Annual Report on Form 10-K of FTI Consulting, Inc.

/s/ KPMG LLP

Baltimore, Maryland
February 25, 2016

Certification of Principal Executive Officer
Pursuant to Rule 13a-14(a)
(Section 302 of the Sarbanes-Oxley Act of 2002)

I, Steven H. Gunby, certify that:

1. I have reviewed this Annual Report on Form 10-K of FTI Consulting, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

By: /s/ STEVEN H. GUNBY
 Steven H. Gunby
 President and Chief Executive Officer
 (principal executive officer)

1. I have reviewed this Annual Report on Form 10-K of FTI Consulting, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an Annual Report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ DAVID M. JOHNSON
David M. Johnson
Executive Vice President and
Chief Financial Officer
(principal financial officer)

Certification of Principal Executive Officer

Pursuant to 18 USC. Section 1350

(Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Annual Report of FTI Consulting, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven H. Gunby, President and Chief Executive Officer (principal executive officer) of the Company, certify, pursuant to 18 USC. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

By: /s/ STEVEN H. GUNBY
Steven H. Gunby
President and Chief Executive Officer
(principal executive officer)

Certification of Principal Financial Officer
Pursuant to 18 USC. Section 1350
(Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Annual Report of FTI Consulting, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David M. Johnson, Executive Vice President and Chief Financial Officer (principal financial officer) of the Company, certify, pursuant to 18 USC. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

By: /s/ DAVID M. JOHNSON
 David M. Johnson
 Executive Vice President and Chief Financial Officer
 (principal financial officer)



**FTI CONSULTING, INC.
POLICY ON DISCLOSURE CONTROLS**

**Amended and Restated Effective as of January 1, 2016
Statement of Policy**

FTI Consulting, Inc., (“FTI” or “Company”) is committed to providing consistent, full and fair public disclosure of material information pertaining to its business, in accordance with the requirements of the Securities and Exchange Commission (the “SEC”), the New York Stock Exchange (“NYSE”) and applicable law. It is FTI’s policy that all disclosures made by FTI to its security holders, the investment community or the press should be accurate and complete and fairly present FTI’s financial condition, results of operations and business in all material respects, and should be made on a timely basis as required by the SEC, the NYSE and applicable law.

FTI has adopted this disclosure policy (“Policy”) to ensure that information required to be disclosed by FTI in the reports that it files with the SEC under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified by the SEC. In addition, FTI has adopted this Policy in an effort to minimize the potential for the selective disclosure of material nonpublic information and to comply with the SEC’s Regulation FD.

All employees are expected to comply with this Policy and failure to do so subjects an employee to disciplinary action and may be grounds for termination.

Background

SEC Rules 13a-15 and 15d-15 require that issuers maintain disclosure controls and procedures. The SEC defines the term, “disclosure controls” as controls and other procedures designed to ensure that information required to be disclosed by the issuer in all the reports that it files under the Securities Exchange Act of 1934 is: (a) recorded, processed, summarized and reported, within the time periods specified in the Commission’s rules and forms, and (b) accumulated and communicated to the issuer’s management, as appropriate to allow timely decisions regarding required disclosures.

Disclosure controls and procedures are designed to collect any material information (financial or non-financial) for inclusion in Forms 10K, 10Q, 8K, and 6K reports. Internal controls over financial reporting are part of disclosure controls as long as the controls are relevant to the production of financial statements.

The SEC defines financial disclosures to encompass financial statements, footnotes, management discussion and analysis of financial condition and results of operations, financial reporting internal controls and any other financial information included in the report. Non-financial disclosures include any material information included in annual, quarterly, current reports, proxy materials, information in registration statements, press releases, earnings guidance, presentations to the investment community and informational statements (e.g. material acquisitions or dispositions, changes in lines of business, geographic expansion and changes in personnel involved with disclosure controls and procedures). Non-financial disclosure controls and procedures must capture information relevant to disclose new developments and risks that pertain to the issuer’s

business and should ensure an issuer's systems are capable of producing reports that are timely, accurate and reliable.

A material weakness in disclosure and internal controls is a significant deficiency that could have a material effect on the financial statements. Management should consult with its external auditors to determine if a weakness is material. Management includes the Company's principal executive officer or officers and principal financial officer or officers. A significant deficiency occurs when the design or operations of disclosure and internal controls adversely affects the Company's ability to record, process, summarize, and report financial data.

Principles

FTI believes that proper disclosure controls and procedures involve the following key components:

- A. *Environment.* The establishment of a proper corporate environment is essential. Proper disclosure depends on: (1) the integrity, ethical values and competence of FTI's employees, (2) management's philosophy and operating style, (3) the way management assigns authority and responsibility and organizes and develops its employees, and (4) the attention and direction provided by the Board of Directors.
- B. *Risk Management.* The identification, analysis and control of risks relevant to accurate and timely disclosure.
- C. *Information and Communication.* Timely transmission of information and communications within the organization.
- D. *Monitoring.* The assessment of the quality of FTI's disclosure system over time through periodic monitoring and separate evaluations, including regular management supervision, with reports of deficiencies up and down through the organization.

Scope

This Policy applies to all employees of the Company. This Policy covers the Company's (1) Annual Report on Form 10-K and each Quarterly Report on Form 10-Q filed with the SEC (collectively, the "Periodic Reports"), (2) current reports, proxy statements, information statements, registration statements and any other information filed with the SEC, (3) press releases containing financial information, earnings guidance, information about material acquisitions or dispositions or other information material to the Company's security holders, and (4) correspondence broadly disseminated to shareholders, presentations to securities analysts and the investment community and any other disclosures to third parties. The documents referred to in items (1), (2), (3) and (4) are collectively referred to as the "Disclosure Statements."

Required Certifications

The Company's CEO and CFO are required to certify (the "Certifications") in each Form 10-K and Form 10-Q that they (1) are responsible for establishing and maintaining the Company's disclosure controls and procedures, (2) have designed the disclosure controls and procedures to ensure that material information relating to the Company is made known to them by others within the Company, (3) have evaluated the effectiveness of the Company's disclosure controls and procedures as of a date within 90 days before the date of the Certification and (4) have presented their conclusions in the report.

The Sarbanes Oxley Act does not provide any specific procedures, but rather states that a Company must maintain adequate procedures that are periodically reviewed. The procedures should address whether existing controls and procedures provide reasonable assurance that disclosure objectives can be met and that Company information is documented, summarized and communicated to certifying officers in a timely manner, reviewed by the CEO and CFO before periodic reports are filed, and that: (i) Transactions are executed in accordance with management's authorization, (ii) Transactions are recorded as necessary to permit preparation of the financial statements in accordance with GAAP, (iii) Access to assets is permitted only in accordance with management's authorization.

Disclosure Committee

In order to enable the Company's CEO and CFO to make the Certifications, they shall appoint a Disclosure Committee ("Committee"). The Committee will review and reassess this Policy annually and recommend any proposed changes to the CEO, the CFO and the Company's Audit Committee for approval.

Subject to the supervision and oversight of the CEO and the CFO, the Committee shall:

- A. Recommend controls and other procedures (which may include procedures currently used by the Company) that are designed to ensure that (1) information required by the Company to be disclosed to the SEC and other information that the Company will disclose to the investment community is recorded, processed, summarized and reported accurately and on a timely basis and (2) information is accumulated and communicated to management, including the CEO and the CFO, as appropriate, to allow timely decisions regarding the required disclosure (the "Disclosure Controls").
- B. Monitor the integrity and effectiveness of the Company's Disclosure Controls.
- C. Review the Company's Disclosure Statements and review disclosure policies for the Company's website.
- D. Evaluate the effectiveness of the Disclosure Controls within 90 days prior to the filing of the Company's Periodic Reports, in accordance with the procedures suggested by this Policy. A "Disclosure Checklist" has been prepared by the Company to assist in this process.
- E. Discuss with the CEO and the CFO all relevant information with respect to the Committee's evaluation of the effectiveness of the Disclosure Controls.
- F. Each member of the Committee will provide a certification to the CEO and the CFO prior to the filing of each Periodic Report with the SEC of the Committee's conclusions resulting from its evaluation of the effectiveness of the Disclosure Controls.
- G. Perform other duties as the CEO and the CFO may assign to it from time to time.

The CEO and the CFO, at their option, may at any time assume any or all of the responsibilities of the Committee identified in this Policy.

The Committee shall meet as frequently as circumstances dictate, but at least once per quarter, to (1) evaluate the accuracy and completeness of the Disclosure Statements, and (2) evaluate the Disclosure Controls and determine whether any changes to the Disclosure Controls are necessary or advisable in connection with the preparation of the Company's upcoming Periodic Reports or other Disclosure Statements, taking into account

developments since the most recent meeting, including changes in the Company's organization and business lines and any change in economic or industry conditions.

Designated Officers

The Committee shall designate one officer (the "Disclosure Officer") knowledgeable about SEC rules and regulations with respect to disclosure and financial reporting. The Disclosure Officer shall be the Company's Chief Accounting Officer. The Disclosure Officer shall be responsible for managing the preparation of the Disclosure Statements.

Internal Reporting

The success of this Policy and the Company's disclosure depends on the communication of information within the Company. This involves communication, through appropriate reporting channels, from the bottom of to the top of the organization, as well as communication among and within practice areas. The practice area heads shall (1) establish reporting channels and procedures within their practice area that ensure that material information involving their practice area is reported to them, (2) ensure that their employees understand this Policy and the importance of full and accurate disclosure of material information, and (3) report any material information they receive.

Preparation of Periodic Reports

At the beginning of each fiscal year, the CFO and Controller shall prepare a timeline for the preparation of the Company's Periodic Reports for the upcoming year. The timeline shall provide sufficient time for proper preparation and review of the Periodic Reports. This timeline will be provided to each employee involved in a substantial part of preparation or review of the Periodic Reports. Before beginning preparation of each Periodic Report, the Disclosure Officer shall identify any areas of particular risk or sensitivity that require special attention or additional time.

The CFO and Controller shall assign drafting responsibilities for each Periodic Report prior to the start of the year. Employees with drafting responsibilities shall be (1) made aware of their role in the process, (2) familiar with SEC reporting requirements in their area of responsibility, and (3) provided with copies of the relevant sections of the SEC's disclosure rules. In addition, employees drafting Periodic Report should:

- A. provide back-up for any information they include in the Periodic Report.
- B. report information that is material to their area or department, or to the Company taken as a whole.
- C. review disclosures by peer companies.
- D. consider economic and industry trends and other factors that have affected or may affect the Company's business.

Internal Review of Periodic Reports

After the various sections of a Periodic Report have been combined into a single document and have been subject to initial review, the draft of the report should be distributed to members of the Disclosure Committee for its review.

External Review of Periodic Reports

After review by the Committee, the Periodic Report will be distributed to the Company's outside auditors and legal counsel. The Company's outside auditors shall review the Management's Discussion and Analysis section and all other financial sections of the Periodic Report. The Company's outside legal counsel shall review the Periodic Report with particular reference to compliance with SEC requirements, as well as any legal or regulatory matters on which such counsel has been retained. The Disclosure Officer shall coordinate the responses of the outside auditors and legal counsel. In addition, the Company's outside auditors and legal counsel should be consulted in advance where the Disclosure Officer has identified any difficult disclosure or other issues.

Coordination with Audit Committee and Board of Directors

After the internal and external reviews described above, the Periodic Report will be given to the Company's Audit Committee, along with an oral report highlighting any particular issues. In connection with this presentation, the CEO and CFO shall disclose to the Company's Audit Committee any significant deficiencies in the design or operation of the Company's internal controls, as well as any fraud that involves management or other employees with a significant role in the Company's internal controls. The CEO and CFO must certify that they have made this disclosure to the Audit Committee and outside auditors. The Audit Committee shall review the Periodic Report and discuss any comments or issues with the Disclosure Officer and, if they deem it necessary, the CEO, CFO or any other employee. A Report that involves particularly difficult disclosure issues shall also be presented to the entire Board of Directors for review and discussion.

Certifications

After the Periodic Report has been approved by members of the Audit Committee and the entire Board of Directors (in the case of the annual report), members of the Committee shall certify to the CEO and the CFO that it has complied with this Policy. Other individuals responsible for material aspects of the disclosure process shall also certify their compliance with this Policy and that they have provided all information believed to be responsive. The CEO and the CFO will rely on these certifications in making their Certifications.

Financial Internal Controls

The procedures and controls described in this Policy are in addition to the Company's system of internal controls for financial reporting purposes. This Policy is meant to supplement, and not replace, the Company's system of financial controls.

Testing and Evaluation

The CEO and CFO shall test and evaluate the effectiveness of this Policy at such times as appropriate, but at least on an annual basis. They shall:

- A. Plan the evaluation, taking into account those areas that are most sensitive or risky and merit particular attention.
- B. Ensure that the members of the Committee understand the Disclosure Controls being used.

- C. Evaluate whether the design of the Disclosure Controls is appropriate, taking into account any changes in the Company's organization or business, such as new personnel or significant acquisitions or dispositions, as well as evolving regulatory developments and changing industry practices.
- D. Consider (1) whether additional participants should be included in the disclosure process, (2) whether adequate staffing is being provided, (3) whether sufficient time is being allotted to discuss and resolve any disclosure issues and to review Periodic Reports and (4) whether participants should receive any additional training.
- E. Meet with internal and outside auditors and outside counsel to discuss their conclusions and concerns about the Disclosure Controls, internal controls and general corporate compliance with applicable legal requirements.

Continuous Reporting

The preparation of Periodic Reports is only one aspect of the Company's disclosure obligation. In addition to the regular gathering of information for Periodic Reports, participants in the drafting process and other appropriate Company employees shall notify the Disclosure Officer as soon as material developments occur to ensure that other Disclosure Statements, including earnings releases and guidance, reflect the Company's current situation. For Current Reports on Form 8-K and press releases, the Disclosure Officer may use a modified process that reflects the shorter time period for preparation and review prior to public dissemination. In connection with the preparation of each Periodic Report, drafters and reviewers of the Periodic Reports will be required to certify that they have properly and timely reported all material information since the date of the preceding Periodic Report as to which they have provided a certification.

Spokespersons

It is the Company's intent to limit the number of Spokespersons authorized to speak on the Company's behalf. Accordingly, the Company has authorized the following representatives to act as Spokespersons in discussing the Company's financial performance or corporate activities:

- CEO
- President
- CFO

Additional representatives may be authorized by the Spokespersons to act as Company Spokespersons to make presentations at industry or investor conferences or to respond to specific inquiries as appropriate.

The CEO and CFO shall be integrally involved in scheduling and developing presentations for all meetings and other communications with financial analysts, institutional investors and shareholders. They shall also be involved in arranging appropriate meetings or interviews with the Company's management and responding to all inquiries from the public or the media for additional information. After public dissemination of news, all coverage of the Company's disclosure shall be monitored by the Company Spokespersons to ensure accurate reporting and to take corrective measures if and when necessary.

Employees who are not authorized Spokespersons shall refer all calls and e-mail messages from outside parties, such as the financial community, shareholders and business and industry media, to the Company's authorized Spokespersons.

News Releases

The Company will issue quarterly financial news releases, as well as other news releases pertaining to the full and fair disclosure of material information. Material news releases should be prepared for distribution as soon as it has been determined that a public disclosure of that information is required or appropriate, given the circumstances.

All corporate news releases must be reviewed and approved by at least two of the Company's Chairman of the Board, CEO, President, COO, CFO or the Disclosure Officer. Upon approval, the Company will notify the NYSE of its intention to distribute the news release. The news release will be distributed to a news wire service, which will then make it available to the general public. Promptly after a material news release has been made available to the general public, it will be posted on the Company's website.

Responding to Market Rumors

As long as representatives of the Company are not the source of market rumors, the Company's policy is to respond consistently to questions about rumors in the following manner: "It is our policy not to comment about market rumors or speculation." In addition, it is the Company's policy not to issue news releases, without the approval of the Independent Directors, that deny or confirm a market rumor unless it has been determined that the Company is the source of the rumor.

Forward-looking Information

The Company may make forward-looking statements in relation to its earnings, business and performance outlook and its policy is to provide investors with forward-looking information and guidance in conformity with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995.

All public disclosures by the Company in the form of news releases, conference calls and investor presentations containing financial information shall be accompanied by a "safe harbor" discussion that reviews or refers to specific risk factors that could cause actual results to differ materially from those projected in the statement.

Conference Calls, Analyst Meetings and Media Interviews

If management determines that it will conduct a conference call to discuss its earnings, the conference call shall be simultaneously Webcast after advance public notice. Earnings calls shall be made available for replay on the Company's website for an appropriate period after the call.

When practical, the Company should encourage investor and analyst conferences to be open to the public. The planned portion of any conference presentation should be reviewed in advance by the Company's Chairman of the Board, CEO, President, COO, CFO and the Disclosure Officer. If the conference is not open to the public, consideration should be given to both publishing the planned presentation on the Company's website simultaneously with the conference and making other appropriate public disclosure. Special care should be given to statements made during informal or one-on-one meetings with analysts or institutional investors in

order to avoid the inadvertent disclosure of material nonpublic information and to comply with SEC Regulation FD.

Forecasts of the Company's financial performance should be disclosed, if at all, by press release during earnings calls or, where appropriate, other recognized methods of public dissemination, and, thereafter, the need to update this information should be regularly considered. Selective disclosure rules place a "high degree of risk" on private discussions with analysts or others about whether "the Company's anticipated earnings will be higher than, lower than, or even the same as what analysts have been forecasting. Depending on the circumstances, Company Spokespersons should decline to comment.

The Company should anticipate and provide during earnings calls or other public disclosures the information that analysts need to build their financial models. The Company should not comment privately on analyst reports or financial models other than to provide non-material factual information or to point out inaccuracies relating to historical information or omissions of publicly disclosed information.

In all venues not open to the public, Company Spokespersons should avoid disclosing material, non-public information. However, should material, non-public information be disclosed inadvertently, the Company shall either receive assurances that the recipient will refrain from repeating the information and trading in the Company's securities or issue publicly a news release detailing and clarifying such information in accordance with the requirements of SEC Regulation FD.

The "Quiet Period"

To facilitate compliance with the Federal securities laws, the Company has adopted a quiet period applicable to all external communications regarding quarterly and year end results, which begins after the market closes on the last trading day prior to the 11th day of the last month of each fiscal quarter or fiscal year end and ends immediately after the public release of earnings for that quarter or fiscal year end.

- *Communications:* During the quiet period, the Company should not comment on quarterly or annual financial results, estimates and projections.
- *Reviewing Analyst's Reports:* The Company should not review or otherwise comment upon analyst's reports or financial models during the quiet period.

Communication List

The Company will maintain a list of investors, analysts and members of the media for dissemination of publicly-released information by e-mail or fax. Notice of this list may be posted on the Company's website and investors given the opportunity to subscribe.

Website Policy

The Company maintains its own corporate website, on which it offers updated, timely information such as news releases, SEC filings and shareholder reports. Information intended for inclusion in the Company's website must be reviewed and approved by the Chairman of the Board, CEO, President, COO, CFO or the Disclosure Officer prior to posting.

Internet Chat Rooms and Bulletin Boards

Company employees are prohibited from posting any information about the Company, its business or future performance on the Internet, including posting in chat rooms or on bulletin boards. Any such posting, even though well-intentioned, may be damaging to the Company and its interests. This policy will be strictly enforced and may result in disciplinary action up to and including termination.

Requests for Information

The Company's policy is to respond to all legitimate requests from investors, securities analysts and the media for information about the Company. The Disclosure Officer will oversee maintenance of an investor kit and its contents. Upon legitimate request, an investor kit will be sent within one week of the request. Any request for material, non-public information will be denied. Legitimate telephone inquiries about the Company will be returned by an authorized Company Spokesperson within a reasonable period of time.



Policy on Inside Information and Insider Trading

<i>Issued By:</i>	<i>The Legal Department</i>	<i>Policy Number:</i>
<i>Region:</i>	<i>Global</i>	<i>Supersedes: Previous version issued 2/18/2015</i>
<i>Segment:</i>	<i>All</i>	<i>Issue Date: January 1, 2016</i>
<i>Policy Owner:</i>	<i>Legal Department</i>	<i>Effective Date: January 1, 2016</i>
<i>Policy Approver:</i>	<i>The Board of Directors</i>	

I. PURPOSE

FTI Consulting is committed to upholding both the letter and the spirit of the securities laws of the United States and other jurisdictions in which we conduct business. These laws prohibit the buying or selling of securities using material, non-public information or passing such information along to others who buy or sell securities. Insider trading is a serious matter that can carry severe criminal or civil penalties for both our Company and the individuals involved.

This Policy explains the strict legal and ethical prohibitions against insider trading and the related offense of “tipping.” It further establishes rules that we must observe both to comply with these legal and ethical standards and avoid even the appearance of impropriety.

II. SCOPE

This Policy applies to FTI Consulting, Inc., together with its subsidiaries and affiliates worldwide (collectively “FTI Consulting” or the “Company”). This Policy applies to all FTI Consulting employees, non-employee directors, consultants and contractors, as well as all former, temporary or retired officers (collectively “covered individuals”).

The restrictions in this Policy also apply to a spouse, partner and minor children (no matter where they live) and anyone else living in an employee’s household. This Policy also applies to an entity over which a covered employee has significant influence as it relates to securities trading decisions of that entity, such as partnerships, trusts, and estates.

III. DEFINITIONS OF INSIDER TRADING AND TIPPING

Insider trading is the act of buying or selling stock or other securities, including derivative securities, based on “inside,” or material, non-public information. It includes actions that are intended either to make a profit or avoid a loss.

Information is **material** if it would be considered important by a reasonable investor in determining whether to buy, hold or sell the stock or other securities of the company to which the information relates.

Material information is “**non-public**” if it has not been widely disseminated to the public through major newswire services, national news services, financial news services, a web-cast generally available to the public or a filing with the U.S. Securities and Exchange Commission (the “SEC”). For purposes of this Policy, information relating to FTI Consulting is considered non-public until the Company has made any necessary disclosure, whether through a press release or other Company disseminated public announcement.

“**Tipping**” refers to the act of providing another person or entity with inside information regarding FTI Consulting (or any other public company). For purposes of this Policy, prohibited tipping includes providing inside information to anyone, including friends, family members or acquaintances, under circumstances that suggest that you or another tipper were trying to help such person or entity to make a profit or avoid a loss.

IV. POLICY OVERVIEW

You may not use material, non-public information to trade in the securities of FTI Consulting, a client, vendor, or any other company. Similarly, you may not engage in unlawful tipping. This holds true whether information is obtained in the course of employment, from friends, relatives, acquaintances or strangers, or from overhearing the conversations of others. Where specific conduct may be permitted under local law, but is prohibited by this Policy, this Policy must be followed.

In order to help prevent even the appearance of insider trading or unlawful tipping, the Company has implemented a number of additional rules and restrictions related to personal securities trading. These restrictions, which are set out in the sections below, do not apply to the following types of investments:

- Mutual funds
- Exchange traded funds (ETFs)
- Other non-discretionary (i.e. pre-arranged) purchases of securities such as through 401(k) plans, and 529 plans)
- Managed Account transactions are permissible as long as you obtain written confirmation from the person or entity managing your account that you (or, if applicable, a member of your immediate family) do not exercise investment discretion or otherwise have direct or indirect influence or control over investment decisions.

V. RESTRICTIONS ON TRADING IN FTI CONSULTING SECURITIES

As noted above, you may never trade in securities of FTI Consulting at any time that you possess inside information about our Company nor may you tip based on such information. Common examples of FTI Consulting inside information include:

- A merger or acquisition involving FTI Consulting or another company
- Information regarding FTI Consulting's financial results or projections of future earnings or losses
- Pending regulatory action or major litigation concerning FTI Consulting

- Unannounced stock offerings
- Major changes in management
- The awarding or loss of a significant contract or client engagement
- Any other information that if made public would be likely to have an effect on the price of FTI Consulting securities

The restrictions contained in this section generally do not apply to the surrender of equity awards to “fund” Company withholding taxes on vesting.

In addition to these basic prohibitions against insider trading and unlawful tipping, the Company has imposed the following rules with respect to trading in FTI Consulting securities that apply, whether or not you possess inside information:

- You may not engage in derivative securities and hedging transactions with respect to FTI Consulting securities. By way of example and not limitation, derivative transactions and hedging activities include trading in options, warrants, puts and calls or similar instruments; engaging in derivative securities transactions; and hedging or monetization transactions, such as zero-cost collars and forward sale contracts.
- You may not engage in a “short sale” or take an equivalent position in FTI Consulting shares of common stock. Moreover, transactions in certain put and call options for the Company’s securities may in some instances constitute a short sale.
- You may not hold FTI Consulting securities in a margin account or pledge (or hypothecate) as collateral any FTI Consulting securities.
- You may not net exercise stock options without the prior consent of the Compensation Committee of the Board of Directors of FTI Consulting, Inc.

A. “Restricted Persons”

Because of the nature of their duties at FTI Consulting, certain employees and our non-employee directors are subject to additional restrictions relating to trading in FTI Consulting securities. These “Restricted Persons,” who will receive written notice of their status, include:

- Non-employee members of the FTI Consulting, Inc. Board of Directors
- Board-appointed officers of FTI Consulting, Inc.
- Employees who are members of FTI Consulting’s Executive Committee

- Other employees or consultants designated by management who have access to a range of financial and other sensitive information about FTI Consulting, or who gain access to material non-public information in connection with a specific project or transaction¹

In addition to the other prohibitions in this Policy, Restricted Persons may only trade in securities of FTI Consulting (1) during prescribed trading windows **and** (2) with prior approval from FTI Consulting's General Counsel (or, in the General Counsel's absence, the Chief Ethics and Compliance Officer).

i. Trading Window

The "trading window" for Restricted Persons begins immediately before the stock market opens on the business day after the release of FTI Consulting's quarterly and annual earnings, and ends after the stock market closes on the last trading day prior to the 11th day of the last month of each fiscal quarter and fiscal year. If earnings are released at a time after the U.S. stock market has opened, the release date for purposes of this policy is deemed to be the next trading day.

The Company may, on occasion, close the trading window at different times, or keep the trading window closed for a longer period. If you are advised that a special trading blackout is being imposed, both that fact and the reasons for imposing it must be treated as material non-public information that cannot be disclosed. If you have any doubts about whether the trading window is open, you should check with the Legal Department.

ii. Pre-Approval Requirement

As noted, Restricted Persons must always obtain prior approval from FTI Consulting's General Counsel (or, in the General Counsel's absence, the Chief Ethics and Compliance Officer), before making any trade in the securities of FTI Consulting. The person who made the request for approval of a trade shall keep confidential the General Counsel's decision on that request. Requests for approval of trades by the General Counsel or those who directly or indirectly report to him/her should be submitted to and reviewed by the Chief Financial Officer.²

iii. Exceptions to the Rules Affecting Restricted Employees

Notwithstanding the above restrictions, making bona fide gifts of FTI Consulting securities or exercising stock options by paying cash to convert options to held shares is generally permitted at all times. However, the following guidelines should be observed:

- You may make bona fide gifts of FTI Consulting securities regardless of whether the trading window is open, so long as you obtain the prior approval of FTI Consulting's General Counsel or Chief Ethics and Compliance Officer.

¹ The Legal department has adopted a procedure for working with business units to add and remove names from the list of Restricted Persons and notify affected individuals accordingly.

² If both the General Counsel and the Chief Financial Officer plan to trade during the same window period, those trades must be approved by another individual who does not plan to trade in that timeframe. In such a case, the first approver will be the Chief Executive Officer. If the CEO also plans to trade in that same window period, then the approval authority will shift to the Chairman of the Audit Committee and then to the Chairman of the Board, if necessary.

- If the gift is to a charitable organization, neither you nor any of your immediate family members (including in-laws and anyone residing in your household) may be a trustee, director, officer or employee of that organization.
- If the gift is to an immediate family member (or person living in your same household), that person must agree not to sell the FTI Consulting securities except during an open trading window.

iv. Rule 10b5-1 Plans

Pursuant to SEC Rule 10b5-1, employees are permitted to set up transactions that will take place at a future date so long as the employee does not possess inside information at the time the plan is established. These plans create a rebuttable presumption that a transaction does not violate the insider trading rules.

To be valid, a 10b5-1 plan must meet applicable regulatory requirements and be approved by the Legal department. At a high level, 10b5-1 plans generally require the following:

- a. The Restricted Employee must adopt a binding, good faith contract for trading securities in which another person (who does not have material nonpublic information) will execute trades for the Restricted Person's account
- b. The contract must be in the form of a written plan for trading securities, which is: (i) adopted during an open window period; (ii) adopted when the individual is not in possession of material nonpublic information, and (iii) approved by the Legal Department, prior to any trades under that Plan being executed.
- c. The plan should specify the dates, prices, and amounts of securities to be sold and cannot be modified during the specified execution period (i.e., the individual is not permitted to exercise any subsequent influence over how, when or whether to effect purchases or sales of FTI Consulting securities).

VI. RESTRICTIONS ON TRADING IN CLIENT, VENDOR AND OTHER NON-FTI CONSULTING SECURITIES

Failure to maintain the confidentiality of information entrusted to the Company, particularly confidential client information, could seriously damage our reputation and business. Allegations of insider trading would be particularly damaging.

In addition to the basic prohibitions against insider trading in FTI Consulting securities, the Company has the following rules with respect to trading in the securities of companies other than FTI Consulting. (As a reminder, you may never trade in the securities of a client or any other company, while you are in the possession of inside information.) These rules apply regardless of whether or not you possess inside information about such companies:

- You may not trade in securities of any client during the pendency of an engagement for that client on which you are working or over which you have supervisory responsibilities, without the prior written approval of FTI Consulting's General Counsel or Chief Ethics and Compliance Officer.
- You may not trade in securities issued by a company that is the subject of a litigation proceeding or transaction engagement in which you are providing services – even if that company is not a FTI Consulting client, without the prior written approval of FTI Consulting's General Counsel or Chief Ethics and Compliance Officer.

VII. RELATIONSHIP TO OTHER POLICIES ADDRESSING CONFIDENTIAL TREATMENT OF INFORMATION

As noted throughout this Policy, in order to maintain FTI Consulting's reputation and avoid even the appearance of insider trading, it is critical that FTI Consulting protect the confidential information developed by or entrusted to it. The Company maintains a number of policies addressing the protection of confidential information, including among others:


- Data Privacy Policy
- Social Media Policy
- Policy on Disclosure Controls
- Information Security Policy
- Code of Ethics and Business Conduct

You are expected to be familiar with and comply with each of these policies, all of which can be found on *Atlas*.

Some of the elements of our duty to maintain confidentiality that you should keep in mind in complying with the Company's insider trading concerns include the following:

- Only certain individuals are authorized to make statements about the financial performance and business plans of FTI Consulting or any affiliate. Do not make public statements on subjects that you are not authorized to discuss.
- FTI Consulting policies must be followed with respect to safeguarding information and data, including proper use of social media sites.
- Careful consideration should be given prior to providing other employees with material non-public information. The number of insiders should always be kept to the practical minimum.
- Steps should be taken to ensure that consultants and independent contractors have taken necessary measures to ensure that their employees and contractors understand and acknowledge the implications of the misuse or improper disclosure of inside information.
- FTI Consulting's General Counsel or the Chief Ethics and Compliance Officer must be informed immediately if inside information is disclosed to any person (internal or external) who is not authorized to receive such inside information.
- Certain of our businesses and business units are required to maintain lists for each client specifying the names of employees and contractors who have access to confidential information relating to that client ("insider lists"). The personnel named on an insider list are prohibited from trading in the securities of such client.

VIII. REPORTING NON-COMPLIANCE

A horizontal bar composed of three segments: a dark blue segment on the left, a small purple segment in the middle, and a long light blue segment on the right.

If you become aware of or have reason to believe that any of your colleagues have violated this Policy, the securities laws of the United States or applicable laws of any other jurisdiction, the Company encourages you to promptly report your concerns to FTI Consulting's General Counsel or Chief Ethics and Compliance Officer or via the FTI Consulting Integrity Helpline (to the extent such reporting is not prohibited by local laws). You will not be retaliated against for making a report in good faith.

IX. WHERE TO GET HELP

If you have any questions about this Policy, please contact FTI Consulting's Legal department or the Chief Ethics and Compliance Officer.