

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported) May 21, 2009

FAIR ISAAC CORPORATION  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

1-11689  
(Commission  
File Number)

94-1499887  
(IRS Employer  
Identification No.)

901 Marquette Avenue, Suite 3200  
Minneapolis, Minnesota  
(Address of principal executive offices)

55402-3232  
(Zip Code)

Registrant's telephone number, including area code 612-758-5200

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

### **Item 1.01. Entry into a Material Definitive Agreement.**

On May 21, 2009, Fair Isaac Corporation (the “Company”), a Delaware corporation entered into a voting agreement (the “Voting Agreement”) with Southeastern Asset Management, Inc., a Tennessee corporation (“Southeastern”). The Voting Agreement provides that Southeastern shall, if Southeastern and its affiliates and associates beneficially own 15% or more of the shares of the Company’s common stock then outstanding, vote, or cause to be voted, all such shares of common stock in excess of 15% of the shares of common stock then outstanding on all matters submitted to a vote of the Company’s stockholders in accordance with the recommendation of the Company’s Board of Directors or, if the Board of Directors does not make a recommendation, in proportion to the votes cast by all stockholders other than Southeastern and its affiliates and associates.

The foregoing summary of the Voting Agreement is qualified by reference to the Voting Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference. The information set forth under Item 3.03 of this report on Form 8-K is hereby incorporated herein by reference.

### **Item 3.03. Material Modification to Rights of Security Holders.**

On May 21, 2009, the Company and Mellon Investor Services LLC, a New Jersey limited liability company, as rights agent (the “Rights Agent”), entered into Amendment No. 1 (the “Rights Agreement Amendment”) to the Rights Agreement, dated as of August 9, 2001, by and between the Company and the Rights Agent. The Rights Agreement Amendment amends the Rights Agreement to provide that Southeastern and its affiliates and associates shall not be an Acquiring Person (as defined in the Rights Agreement) so long as either: (A) Southeastern and its affiliates and associates own less than 15% of the shares of the Company’s common stock then outstanding or (B)(i) Southeastern and its affiliates and associates own less than 20% of the shares of the Company’s common stock then outstanding, (ii) the Voting Agreement is in full force and effect and (iii) Southeastern has complied with all of its obligations under the Voting Agreement. The Voting Agreement requires that Southeastern, if Southeastern and its affiliates and associates beneficially own 15% or more of the shares of the Company’s common stock then outstanding, vote, or cause to be voted, all such shares of common stock in excess of 15% of the shares of common stock then outstanding on all matters submitted to a vote of the Company’s stockholders in accordance with the recommendation of the Company’s Board of Directors or, if the Board of Directors does not make a recommendation, in proportion to the votes cast by all stockholders other than Southeastern and its affiliates and associates.

The foregoing summary of the Rights Agreement Amendment is qualified by reference to the Rights Agreement Amendment, which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

- 4.1 Amendment No. 1, dated as of May 21, 2009, to the Rights Agreement, dated as of August 9, 2001, by and between the Company and Mellon Investor Services LLC
  - 10.1 Voting Agreement, dated as of May 21, 2009, by and between the Company and Southeastern Asset Management, Inc.
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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 21, 2009

FAIR ISAAC CORPORATION

By: /s/ Mark R. Scadina

Name: Mark R. Scadina

Title: Executive Vice President and General Counsel

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## EXHIBIT INDEX

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
4.1	Amendment No. 1, dated as of May 21, 2009, to the Rights Agreement, dated as of August 9, 2001, by and between the Company and Mellon Investor Services LLC
10.1	Voting Agreement, dated as of May 21, 2009, by and between the Company and Southeastern Asset Management, Inc.

**AMENDMENT NO. 1**  
**dated as of May 21, 2009**  
**to**  
**RIGHTS AGREEMENT**  
**dated as of August 9, 2001**  
**between**  
**Fair Isaac Corporation (formerly Fair, Isaac and Company, Inc.)**  
**and**  
**Mellon Investor Services LLC**

Amendment No. 1, dated as of May 21, 2009 (this "Amendment"), to the Rights Agreement, dated as of August 9, 2001 (the "Rights Agreement") between Fair Isaac Corporation (formerly Fair, Isaac and Company, Inc.), a Delaware corporation (the "Company"), and Mellon Investor Services LLC, a New Jersey limited liability company.

WHEREAS, the Distribution Date has not occurred;

WHEREAS, pursuant to Section 27 of the Rights Agreement, the Company and the Rights Agent may, prior to the Distribution Date, supplement or amend the Rights Agreement in any manner that the Company may deem necessary or desirable;

WHEREAS, Southeastern Asset Management, Inc. ("Southeastern") has requested that the Company amend the Rights Agreement to permit Southeastern, together with its Affiliates and Associates, to Beneficially Own up to (but less than) 20% of the outstanding shares of the Common Stock of the Company;

WHEREAS, Southeastern is contemporaneously entering into a voting agreement with the Company with respect to the voting of shares Beneficially Owned by Southeastern, its Affiliates or Associates in excess of 15% of the outstanding shares of the Common Stock of the Company; and

WHEREAS, the Board of Directors of the Company has determined that these arrangements are in the best interests of the Company and its stockholders,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Capitalized terms used and not otherwise defined in this Amendment have the meanings assigned to them in the Rights Agreement.

2. Amendments.

(a) Section 1(a)(i) of the Rights Agreement is hereby amended to insert the words "(or twenty percent (20%) in the case of Southeastern (as defined below) so long as Southeastern complies with clause 1(a)(iv)(B) hereof)" after the words "less than fifteen percent (15%)" and before the words "of the outstanding shares of Common Stock".

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(b) Section 1(a)(iii) of the Rights Agreement is hereby amended to replace the caption “(iii)” with the caption “(E)” and to delete the word “and” before clause (iii)(A).

(c) Section 1(a)(iii)(A) of the Rights Agreement is hereby amended to replace the caption “(A)” with the caption “(iii)” and to replace the period at the end thereof with the following: “; and”.

(d) Section 1(a) of the Rights Agreement is hereby amended to add a new Section (iv) immediately after Section (iii) as follows:

(iv) Southeastern Asset Management, Inc. (“Southeastern”) and its Affiliates and Associates shall not be deemed to be an Acquiring Person so long as either: (A) Southeastern, together with all Affiliates and Associates of Southeastern, Beneficially Own less than 15% of the shares of Common Stock of the Company then outstanding; or (B)(x) Southeastern, together with all Affiliates and Associates of Southeastern, Beneficially Own less than 20% of the shares of Common Stock of the Company then outstanding and (y) the voting agreement entered into by and between the Company and Southeastern on or about May 21, 2009 (the “Voting Agreement”), with respect to the voting of shares Beneficially Owned by Southeastern, its Affiliates or Associates in excess of 15% of the outstanding shares of the Common Stock of the Company, is in full force and effect, and Southeastern has complied with all of its obligations thereunder. The Company shall give the Rights Agent prompt written notice if at any time the Voting Agreement ceases to be in full force and effect.

3. Except as expressly amended by this Amendment, all terms, conditions and other provisions contained in the Rights Agreement are hereby ratified and reaffirmed and shall remain in full force and effect. Without limiting the foregoing, the Rights Agent shall not be subject to, nor required to interpret or comply with, or determine if any Person has complied with, the Voting Agreement, even though reference thereto may be made in this Amendment and the Rights Agreement.

4. Upon execution hereof, each reference in the Rights Agreement to “this Agreement,” “hereby,” “hereunder,” “herein,” “hereof” or words of similar import referred to in the Rights Agreement shall mean and refer to the Rights Agreement, as amended by this Amendment. In addition, any and all notices, requests, certificates and other instruments executed and delivered after the date hereof may refer to the Rights Agreement without making specific reference to this Amendment but nevertheless reference the Rights Agreement as hereby amended.

5. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and to be performed entirely within such state; provided, however, that all provisions regarding the rights, duties and obligations of the Rights Agent shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

6. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of May 21, 2009.

**Fair Isaac Corporation**

By: /s/ Mark N. Greene

Name: Mark N. Greene

Title: Chief Executive Officer

**Mellon Investor Services LLC,**  
as Rights Agent

By: /s/ Joshua P. McGinn

Name: Joshua P. McGinn

Title: Assistant Vice President

## VOTING AGREEMENT

This VOTING AGREEMENT is dated as of May 21, 2009 (this "Agreement") between Fair Isaac Corporation, a Delaware corporation (the "Company"), and Southeastern Asset Management, Inc., a Tennessee corporation ("Southeastern").

WHEREAS Southeastern has requested that the Board of Directors of the Company amend the Rights Agreement, dated August 9, 2001, by and between the Company and Mellon Investor Services LLC (the "Rights Agreement") to permit Southeastern, together with its Affiliates and Associates, to Beneficially Own up to (but less than) 20% of the then outstanding shares of the Common Stock of the Company; and

WHEREAS, the Company has conditioned the approval of such amendment on Southeastern's entry into this Agreement,

NOW, THEREFORE, in consideration of the covenants and undertakings set forth herein, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein have the definitions assigned to them in the Rights Agreement.

Section 2. Voting Arrangements. If Southeastern, together with all Affiliates and Associates of Southeastern, Beneficially Own 15% or more of the shares of Common Stock of the Company then outstanding, then Southeastern shall vote, or cause to be voted, all such shares of Common Stock in excess of 15% of the shares of Common Stock then outstanding on all matters submitted to a vote of the holders of Common Stock (whether at a meeting or by written consent) in accordance with the recommendation of the Board of Directors of the Company or, if the Board of Directors of the Company does not make a recommendation with respect to a particular matter, in proportion to the votes cast by the holders of Common Stock other than Southeastern, its Affiliates and Associates. Southeastern shall use best efforts to cause all shares of Common Stock of the Company Beneficially Owned by Southeastern, its Affiliates or Associates to be represented, in person or by proxy, at all meetings of holders of Common Stock of the Company.

Section 3. Termination. This Agreement may be terminated by mutual consent of the Company and Southeastern.

Section 4. Specific Performance. Southeastern agrees that any breach by it of any provision of this Agreement would irreparably injure the Company and that money damages would be an inadequate remedy therefor. Accordingly, Southeastern agrees that the Company shall be entitled to one or more injunctions enjoining any such breach and requiring specific performance of this Agreement and consents to the entry thereof, in addition to any other remedy to which the Company is entitled at law or in equity.

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Section 5. Notices. All notices, requests and other communications to either party hereunder shall be in writing (including telecopy or similar writing) and shall be given,

if to the Company, to:

Fair Isaac Corporation  
901 Marquette Avenue, Suite 3200  
Minneapolis, MN 55402-3232  
Attention: Mark Scadina, General Counsel  
Telecopier: (612) 758-6002

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
525 University Avenue, Suite 1100  
Palo Alto, CA 94301  
Attention: Kenton J. King, Amr Razzak  
Telecopier: (650) 470-4570

if to Southeastern, to:

Southeastern Asset Management, Inc.  
6410 Poplar Avenue - Suite 900  
Memphis, TN 38119  
Attention: Jason Dunn  
Telecopier: (901) 818-5160

with a copy to:

Southeastern Asset Management, Inc.  
6410 Poplar Ave., Suite 900  
Memphis, TN 38119  
Attention: General Counsel  
Telecopier: (901) 260-0885

or such other address or telecopier number as such party may hereafter specify by notice to the other party hereto. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section 5.

Section 6. Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Southeastern and the Company, or in the case of a waiver, by the party against whom the waiver is to be effective.

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(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 7. Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 8. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither of the parties may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the other party hereto. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 9. Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect thereto. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any of the parties hereto.

Section 11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**Fair Isaac Corporation**

By: /s/ Mark N. Greene  
Name: Mark N. Greene  
Title: Chief Executive Officer

**Southeastern Asset Management, Inc.**

By: /s/ Andrew R. McCarroll  
Name: Andrew R. McCarroll  
Title: Vice President and General Counsel