

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

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SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
RULE 13d-2(a)

Under the Securities Exchange Act of 1934  
(Amendment No.4)\*

Fair Isaac Corporation

-----  
(Name of Issuer)

Common Stock

-----  
(Title of Class of Securities)

303250104

-----  
(CUSIP Number)

Sandell Asset Management Corp.  
40 West 57th Street  
26th Floor  
New York, NY 10019  
Attention: Richard Gashler, General Counsel  
212-603-5700

With a Copy to:  
Marc Weingarten, Esq.  
Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, NY 10019  
212-756-2000

-----  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and  
Communications)

July 24, 2009

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report  
the acquisition that is the subject of this Schedule 13D, and is filing this  
schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box  
[ ].

Note: Schedules filed in paper format shall include a signed original and five  
copies of the schedule, including all exhibits. See Rule 13d-7 for other parties  
to whom copies are to be sent.

(Continued on following pages)  
(Page 1 of 9 Pages)

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\* The remainder of this cover page shall be filled out for a reporting person's  
initial filing on this form with respect to the subject class of securities, and  
for any subsequent amendment containing information which would alter  
disclosures provided in a prior cover page. The information required on the  
remainder of this cover page shall not be deemed to be "filed" for the purpose  
of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise  
subject to the liabilities of that section of the Act but shall be subject to  
all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON  
Castlerigg Master Investments Ltd.

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2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)  (b)

---

3 SEC USE ONLY

---

4 SOURCE OF FUNDS  
WC

---

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

---

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
British Virgin Islands

---

NUMBER OF	7	SOLE VOTING POWER
SHARES		0
BENEFICIALLY	8	SHARED VOTING POWER
OWNED		2,874,000
BY EACH	9	SOLE DISPOSITIVE POWER
REPORTING		0
PERSON	10	SHARED DISPOSITIVE POWER
WITH		2,874,000

---

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
2,874,000

---

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES

---

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11  
5.9%

---

14 TYPE OF REPORTING PERSON  
CO

---

1 NAME OF REPORTING PERSON

Sandell Asset Management Corp.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)  (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Cayman Islands

NUMBER OF 7 SOLE VOTING POWER

SHARES 0

BENEFICIALLY 8 SHARED VOTING POWER

OWNED 2,874,000

BY EACH 9 SOLE DISPOSITIVE POWER

REPORTING 0

PERSON 10 SHARED DISPOSITIVE POWER

2,874,000

WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,874,000

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11

5.9%

14 TYPE OF REPORTING PERSON

CO

1 NAME OF REPORTING PERSON

Castlerigg International Limited

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)  (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

British Virgin Islands

NUMBER OF 7 SOLE VOTING POWER

SHARES 0

BENEFICIALLY 8 SHARED VOTING POWER

OWNED 2,874,000

BY EACH 9 SOLE DISPOSITIVE POWER

REPORTING 0

PERSON 10 SHARED DISPOSITIVE POWER

2,874,000

WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,874,000

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11

5.9%

14 TYPE OF REPORTING PERSON

CO

1 NAME OF REPORTING PERSON

Castlerigg International Holdings Limited

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)  (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

British Virgin Islands

NUMBER OF 7 SOLE VOTING POWER

SHARES 0

BENEFICIALLY 8 SHARED VOTING POWER

OWNED 2,874,000

BY EACH 9 SOLE DISPOSITIVE POWER

REPORTING 0

PERSON 10 SHARED DISPOSITIVE POWER

2,874,000

WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,874,000

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11

5.9%

14 TYPE OF REPORTING PERSON

CO

1 NAME OF REPORTING PERSON

Thomas E. Sandell

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a)  (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS

AF

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Sweden

NUMBER OF 7 SOLE VOTING POWER

SHARES 0

BENEFICIALLY 8 SHARED VOTING POWER

OWNED 2,874,000

BY EACH 9 SOLE DISPOSITIVE POWER

REPORTING 0

PERSON 10 SHARED DISPOSITIVE POWER

2,874,000

WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

2,874,000

12 CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN  
SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11

5.9%

14 TYPE OF REPORTING PERSON

IN

The Schedule 13D filed on June 29, 2007, as amended by Amendment No. 1 filed on October 15, 2007, Amendment No. 2 filed on December 11, 2007, and Amendment No. 3 filed on December 8, 2008 (the "Schedule 13D") by the Reporting Persons (as defined below), relating to the common stock, par value \$0.01 per share (the "Common Stock"), of Fair Isaac Corporation, a Delaware corporation (the "Issuer"), is hereby amended as set forth below by this Amendment No. 4 to the Schedule 13D. Except as set forth herein, the Schedule 13D is unmodified.

ITEM 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby amended and supplemented by the addition of the following paragraphs prior to the penultimate paragraph of such Item 4:

As of July 24, 2009, Mr. Graziano ceased to be employed by SAMC and as a result is no longer affiliated with the Reporting Persons. While Mr. Graziano will remain as a member of the Issuer's board of directors, he will no longer serve in such capacity as a representative of SAMC or the other Reporting Persons. The Issuer and the Reporting Persons have amended the Amended and Restated December 7 Agreement to remove from such Agreement the Reporting Persons' right, under certain circumstances, to replace three directors named to the Issuer's board pursuant to such Agreement, and to make certain related changes.

The foregoing description of the Amendment No. 1 to the Amended and Restated December 7 Agreement is a summary only and is qualified in its entirety by reference to such Amendment No. 1, a copy of which is filed herewith as Exhibit F and is incorporated by reference into this Item 4.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

Paragraphs (a) and (c) of Item 5 of the Schedule 13D are hereby amended and restated as follows:

(a) Each of Castlerigg Master Investments, SAMC, Castlerigg International, Castlerigg Holdings and Sandell may be deemed to beneficially own the 2,874,000 shares of Common Stock held by Castlerigg Master Investments, representing approximately 5.9% of the outstanding shares of Common Stock. The Reporting Persons may be deemed to be a "group," which "group" may be deemed to beneficially own an aggregate of 2,874,000 shares of Common Stock, representing approximately 5.9% of the outstanding shares of Common Stock. The percentages used herein are based upon the 48,852,923 shares of Common Stock reported to be outstanding as of April 30, 2009 by the Issuer in its report on Form 10-Q for the quarterly period ended March 31, 2009, filed with the Securities and Exchange Commission on May 7, 2009.

(c) No transactions in the shares of Common Stock were effected by the Reporting Persons during the past sixty days.

ITEM 6.           CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH  
RESPECT TO SECURITIES OF THE ISSUER

Item 6 of the Schedule 13D is hereby amended and supplemented by the addition of the following paragraph:

As described in Item 4 above, the Issuer and the Reporting Persons have entered into an Amendment No. 1 to the Amended and Restated December 7 Agreement to remove from such Agreement the Reporting Persons' right, under certain circumstances, to replace three directors named to the Issuer's board pursuant to such Agreement, and to make certain related changes. The foregoing description of Amendment No. 1 to the Amended and Restated December 7 Agreement is a summary only and is qualified in its entirety by reference to such Amendment No. 1, a copy of which is filed herewith as Exhibit F and is incorporated by reference into this Item 6.

ITEM 7.           MATERIAL TO BE FILED AS EXHIBITS

The following documents are filed as appendices and exhibits:

Appendix III:   Information Regarding the Instruction C Persons

Exhibit A:     Letter to Issuer's Chief Executive Officer dated June 29, 2007  
(previously filed)

Exhibit B:     Press release issued by Sandell Asset Management Corp. on  
June 29, 2007 (previously filed)

Exhibit C:     Agreement by and among the Reporting Persons and the Issuer, dated  
as of December 7, 2007 (previously filed)

Exhibit D:     Press Release dated December 10, 2007 (previously filed).

Exhibit E:     Amended and Restated Agreement by and among the Reporting Persons  
and the Issuer, dated as of December 4, 2008 (previously filed).

Exhibit F:     Amendment No. 1 to the Amended and Restated Agreement, by and  
among the Reporting Persons and the Issuer, dated as of July 29, 2009.



Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: July 29, 2009

CASTLERIGG MASTER INVESTMENTS LTD.  
By: Sandell Asset Management Corp.,  
as investment manager

By: /s/ Thomas E. Sandell  
-----  
Thomas E. Sandell, Chief Executive Officer

SANDELL ASSET MANAGEMENT CORP.

By: /s/ Thomas E. Sandell  
-----  
Thomas E. Sandell, Chief Executive Officer

CASTLERIGG INTERNATIONAL LIMITED  
By: Sandell Asset Management Corp.,  
as investment manager

By: /s/ Thomas E. Sandell  
-----  
Thomas E. Sandell, Chief Executive Officer

CASTLERIGG INTERNATIONAL HOLDINGS LIMITED  
By: Sandell Asset Management Corp.,  
as investment manager

By: /s/ Thomas E. Sandell  
-----  
Thomas E. Sandell, Chief Executive Officer

/s/ Thomas E. Sandell  
-----  
Thomas E. Sandell

This Amendment No. 1, dated July 29, 2009, between Fair Isaac Corporation, a Delaware corporation (the "Company"), on the one hand, and Sandell Asset Management Corp., a Cayman Islands exempted company ("SAMC"), Castlerigg Master Investments Ltd., a British Virgin Islands company ("Castlerigg Master Investments"), Castlerigg International Limited, a British Virgin Islands Company ("Castlerigg International"), Castlerigg International Holdings Limited, a British Virgin Islands company ("Castlerigg Holdings", and collectively with SAMC, Castlerigg Master Investments, and Castlerigg International, the "Sandell Group"), on the other hand, amends the Amended and Restated Agreement, dated December 4, 2008, between the Company and the Sandell Group (the "Amended and Restated Agreement"). Terms used but not defined herein shall have the meanings ascribed to such terms in the Amended and Restated Agreement.

WHEREAS, Nick Graziano is currently a member of the Board, but as of July 24, 2009 ceased to be employed by the Sandell Group;

WHEREAS, while the Sandell Group has determined not to seek to replace Mr. Graziano following the termination of his employment with the Sandell Group, and Mr. Graziano will no longer be acting as a representative of the Sandell Group;

WHEREAS, the two other members of the Board named in connection with the Amended and Restated Agreement, Mr. Loren and Mr. McFarlane, are independent of the Sandell Group;

WHEREAS, the parties wish to clarify that the Sandell Group will no longer have any representative on or influence over the composition of the Board of the Company, and to that end to amend the Amended and Restated Agreement to remove the right held by the Sandell Group to name replacements, in certain circumstances, in the event Mr. Loren, Mr. McFarlane or Mr. Graziano cease to serve as directors of the Company and to make certain other related amendments;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. AMENDMENTS.

(a) SECTION 3(C). Section 3(c) of the Amended and Restated Agreement is hereby amended by replacing "; and" at the end thereof with a period.

(b) SECTION 3(D). Section 3(d) of the Amended and Restated Agreement, providing the Sandell Group with the right to replace Mr. Graziano, Mr. Loren, and Mr. McFarlane in certain circumstances, is hereby deleted in its entirety.

(c) SECTION 5(B). Section 5(b) of the Amended and Restated Agreement is hereby amended by: (i) deleting the words "(or those of their replacements as contemplated by Section 3)" in the first parenthetical of this section; and (ii) deleting in its entirety the second proviso of this section.

(d) SECTION 7. Section 7 of the Amended and Restated Agreement is hereby amended by: deleting the words "(and any replacement director appointed to the Board pursuant to Section 3(d))" in the first parenthetical of this section.

2. OTHER SECTIONS. Other than as specifically set forth in this Amendment No. 1, the Amended and Restated Agreement (including without limitation, the obligation of each of Mr. Graziano, Mr. Loren and Mr. McFarlane to tender his resignation from the Board in the event the Sandell Group's beneficial ownership of the Company's common stock becomes less than three percent (3%) of the outstanding shares of common stock of the Company contained in Section 7 of the Amended and Restated Agreement) shall continue in full force and effect and shall terminate only in accordance with the terms of the Amended and Restated Agreement.

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed and delivered by each party hereto as of the date first above written.

FAIR ISAAC CORPORATION

By: /s/ Mark N. Greene  
-----  
Name: Mark N. Greene  
Title: CEO

SANDELL ASSET MANAGEMENT CORP.

By: /s/ Thomas E. Sandell  
-----  
Name: Thomas E. Sandell  
Title: Chief Executive Officer

CASTLERIGG MASTER INVESTMENTS LTD.  
BY: Sandell Asset Management Corp.

By: /s/ Thomas E. Sandell  
-----  
Name: Thomas E. Sandell  
Title: Chief Executive Officer

CASTLERIGG INTERNATIONAL LIMITED.  
BY: Sandell Asset Management Corp.

By: /s/ Thomas E. Sandell  
-----  
Name: Thomas E. Sandell  
Title: Chief Executive Officer

CASTLERIGG INTERNATIONAL HOLDINGS LIMITED  
BY: Sandell Asset Management Corp.

By: /s/ Thomas E. Sandell  
-----  
Name: Thomas E. Sandell  
Title: Chief Executive Officer

Acknowledged and Agreed by:

/s/ Nick Graziano

-----  
Name: Nick Graziano

/s/ Allan Loren

-----  
Name: Allan Loren

/s/ John S. McFarlane

-----  
Name: John S. McFarlane