

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA

Robbie Hillis v. Equifax Consumer Services, Inc. and Fair Isaac Corporation,
Case No. 1:04-CV-3400

and

Christy Slack v. Fair Isaac Corporation and MyFICO Consumer Services, Inc.,
Case No. 1:07-CV-314

**NOTICE OF SETTLEMENT OF CLASS ACTION,
FAIRNESS HEARING AND AUTHENTICATION PROCEDURE**

You may be eligible to receive a benefit from a class action settlement if you purchased and either you paid or a third party paid for a credit score or credit monitoring from an Equifax website (Equifax.com), Equifax entity, Fair Isaac website (myFICO.com), or a reseller of the Suze Orman FICO® Kit between November 19, 1999 and February 8, 2007.

A Federal Court ordered this notice. This is not a solicitation from a lawyer. This is not a solicitation from Equifax or Fair Isaac to purchase anything.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
YOUR RIGHT AND OPTIONS	WHAT THEY MEAN	DEADLINES
PARTICIPATE IN THE SETTLEMENT AND SUBMIT AN AUTHENTICATION FORM	In order to receive 3 months of Score Watch free , you must submit an Authentication Form either on-line or by mail. Authentication is a simple process to assure that Equifax, Fair Isaac and class members' privacy rights are protected, and to assure that only class members receive the free Score Watch benefit. An Authentication Form may be obtained on-line at www.hillisslacksettlement.com or by calling 1-800-262-0454.	Authentication Form must be submitted on-line or postmarked no later than 75 days after the Effective Date. To check on the Effective Date, visit www.hillisslacksettlement.com or call 1-800-262-0454. Do not contact the Court.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself, you will not be eligible for any settlement benefit. This is the only option that allows you to bring your own lawsuit against Equifax or Fair Isaac over the claims in this case.	Requests for Exclusion must be mailed to the Settlement Administrator and postmarked on or before May 4, 2007. (If your Notice indicates you are a 5500 Class Member, then read section VIII below as your deadline has been extended.)
OBJECT OR COMMENT ON THE SETTLEMENT AND/OR ATTEND THE HEARING	Write the Court and the Parties about why you do, or do not, support the Settlement or any of its provisions. Ask to speak to the Court about the fairness of the Settlement.	Objections to the Settlement or requests to speak at the Hearing must be filed with the Court and served on Counsel for the parties on or before May 4, 2007. (If your Notice indicates you are 5500 Class Members, then read section VIII below as your deadline has been extended.)
DO NOTHING	You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit about the claims in this case, but you will not be eligible to receive the economic relief unless you submit an Authentication Form.	None

I. THE LITIGATION:

On November 19, 2004, Robbie Hillis filed suit against Equifax Consumer Services, Inc. (“Equifax”) and Fair Isaac Corporation (“Fair Isaac”) in the United States District Court for the Northern District of Georgia. Mr. Hillis alleged that Equifax and Fair Isaac had violated federal law (specifically, the Credit Repair Organizations Act (“CROA”)) with respect to the marketing, sale and representations they made concerning certain credit score and credit monitoring Offerings sold by Equifax and Fair Isaac (including on their websites, Equifax.com and myFICO.com), or through Contractual Associates’ web sites that link to Equifax.com or myFICO.com. Plaintiff alleged that Equifax and Fair Isaac were credit repair organizations because they sold services for the express or implied purpose of improving a consumer’s credit record, credit history or credit rating, and, failed to comply with the requirements of the CROA statute. Mr. Hillis brought suit on his own behalf and on behalf of all consumers who purchased certain credit score and credit monitoring Offerings from Equifax or Fair Isaac since November 19, 1999. Mr. Hillis sought the recovery of damages and attorney’s fees.

On January 18, 2005, Christy Slack filed suit against Fair Isaac and MyFICO Consumer Services, Inc. in the United States District Court for the Northern District of California. Similar to Mr. Hillis’ claims, Ms. Slack alleged that Fair Isaac had violated federal law (specifically, the CROA) and a similar California statute with respect to the marketing, sale and representations Fair Isaac made concerning certain credit score Offerings sold by Fair Isaac on its websites, myFICO.com, or through Contractual Associates’ websites that link to myFICO.com. Plaintiff alleged that Fair Isaac was a credit repair organization because it sold services for the express or implied purpose of improving a consumer’s credit record, credit history or credit rating, and, failed to comply with the requirements of the statute. Ms. Slack brought suit on her own behalf and on behalf of all consumers who purchased certain credit score Offerings from Fair Isaac through its website myFICO.com since January 18, 2000. Ms. Slack sought the recovery of damages and attorney’s fees. For purposes of this settlement, Ms. Slack’s case was transferred from the United States District Court for the Northern District of California to the United States District Court of the Northern District of Georgia. The two lawsuits are collectively called the “Litigation.”

II. THE DEFENDANTS’ POSITION:

Equifax and Fair Isaac (collectively called the “Defendants”) deny all allegations of wrongdoing in this Litigation and contend that they complied with all applicable laws. Nevertheless, Defendants desire to settle the Litigation solely to avoid the burden, expense, risk and uncertainty of continuing the proceedings, and for the purpose of putting to rest the controversies at issue.

III. PRELIMINARY APPROVAL BY THE COURT AND NOTICE:

On February 8, 2007, the Court preliminarily approved the proposed Settlement of the claims described above, preliminarily certified the Settlement Class for purposes of the Settlement and directed that this Notice of the proposed Settlement be sent to the Settlement Class. The purpose of this Notice is to advise you of your rights with respect to the proposed Settlement and that the Court will hold a Fairness Hearing on June 4, 2007 to determine whether to approve the Settlement.

This Notice is only a summary of the terms of the Settlement of the Litigation. The complete terms of the Settlement are set forth in a Agreement for Settlement of the Hillis and Slack Litigation (the “Agreement”), which is on file with the Court identified, and which also may be downloaded from the “Settlement Website” located at www.hillisslacksettlement.com. In the event there is any conflict between this Notice and the Agreement, the terms of the Agreement and the orders of the court shall control, because they are the official documents governing the Settlement.

IV. SETTLEMENT CLASS AND CLASS COUNSEL:

The following settlement Class has been conditionally certified. If you are a member of the Class described here (“Class Member”), the proposed Settlement will affect your legal rights. Please read this Notice carefully.

All consumers, residing in the United States, who between November 19, 1999 and February 8, 2007 (i) entered into an agreement with any of the Defendants to purchase an Offering (defined below); (ii) paid any of the Defendants for that Offering but did not later obtain a complete refund from any source, or had

a third party pay any of the Defendants on the consumers' behalf for that Offering; and (iii) received the Offering.

An Offering is defined as the following products or services offered for sale by Equifax or Fair Isaac: Score Power[®]; Credit Watch[™]; Score Watch[™]; 3-in-1 Monitoring; Credit Rankings[™] with Score Power; Credit Rankings[™] with 3-in-1 with Score Power[®]; Credit Rankings[™] with Credit Report; Credit Rankings[™] with 3-in-1; 3-in-1 with Score Power[®]; Score Power[®] by mail; Credit Watch by mail; FICO[®] Score (with Equifax, TransUnion or Experian reports); FICO[®] Deluxe; Suze Orman FICO[®] Kit; CreditSync; and Credit Advantage.

The Settlement Class does not include: (1) all judicial officers in the United States and their families through third degree of relationship; (2) all officers, directors, employees or counsel of the Defendants; (3) all persons who have already settled or otherwise compromised their claims against the Defendants; (4) all persons who elect to exclude themselves from the Settlement (i.e., Opt-Out); and (5) all persons who have pending against any of the Defendants on the date of entry of the Preliminary Approval Order any action wherein the recovery sought is encompassed by the Litigation.

The Court has appointed Pope, McGlamry, Kilpatrick, Morrison & Norwood LLP and Battle, Fleenor, Green, Winn & Clemmer LLP as Class Counsel.

V. SETTLEMENT BENEFITS:

If the Court approves the proposed Settlement at the Fairness Hearing scheduled for June 4, 2007, the Defendants will provide the following benefits to the Settlement Class Members:

A. CHANGES DEFENDANTS WILL MAKE TO THE OFFERINGS AND ASSOCIATED LITERATURE:

Defendants will make certain changes to the Offerings and to "Associated Literature." Associated Literature includes all marketing and advertising used in connection with the Offerings, including radio, television, print, and internet banner advertisements, email campaigns, newsletters, marketing and advertising statements contained in Defendants' websites, internet keyword purchases/auctions, metatag embedment, and search engine optimization. Defendants agree to implement the following changes within 60 days after the Effective Date:

1. Defendants agree that their Offerings and Associated Literature will not use the following terms: "improve," "enhance," "boost," "raise" and "increase" in the same phrase as "score" or "rating"; however, an exception will be allowed when discussing hypothetical examples in the Score Simulator, such as "These Actions May Improve My Score";

2. Defendants agree that their Offerings and Associated Literature will not use the phrases "credit repair," "credit rebuilding," "credit fix," "repair your credit," "fix your credit" or combinations of those words; provided however, that the Defendants may use such terms in the disclaimer described in Paragraph v. below and may post links on their Websites to the FTC's or similar state agencies' websites;

3. Defendants agree that their Offerings and Associated Literature will not use the terms "advice", "tips", "suggestions" and "instructions" in the same phrase as "improving," "enhancing," "boosting," "raising" and "increasing" a credit score or credit rating;

4. Defendants agree that their Offerings and Associated Literature that refer to the Score Simulator will add an explanation regarding the general nature of the simulated score associated with the Score Simulator, and will not suggest that the simulated score is "always" (or its equivalent) predictive of one's actual score;

5. A disclaimer that Defendants are not credit repair organizations, or similarly regulated organizations under other applicable laws, and do not provide credit repair advice shall be prominently displayed in bold at the top of the Terms of Use displayed by Defendants during the purchase process on the Defendants' Websites;

6. Fair Isaac agrees that Associated Literature that refers to the Personal Coaching modules in its FICO® Kit will make clear that any such modules will focus on issues such as debt relief, buying a car, etc., and not the improvement of an individual consumer's credit score;

7. Fair Isaac agrees that its FICO® Kit will delete the "Suze's FICO School" and "FICO Improvement Plan" modules;

8. Fair Isaac agrees that it will also offer on its Website for free a module similar to that offered in the FICO® Kit to assist a consumer to write a letter to a credit bureau listing potential errors identified by the consumer in his or her credit report, and that Associated Literature related to this module will only list that feature as one of the several features of the FICO® Kit but will not emphasize that feature over any other feature or suggest that it has any independent value;

9. Equifax agrees to maintain a link to www.annualcreditreport.com on the Equifax Consumer Website; and

10. Fair Isaac agrees that it will place a link to www.ftc.gov/credit on the home page of the Fair Isaac Consumer Website.

The Parties will request that the Court find that upon implementation of the changes described above, none of the Defendants will fall within the statutory definition of a "credit repair organization" contained in 15 U.S.C. § 1679a, a "credit services organization" contained in Cal. Civ. Code § 1789.12 or the equivalent term defined in a substantially similar manner contained in a State CROA Statute.

B. BENEFITS THAT DEFENDANTS WILL PROVIDE TO THE SETTLEMENT CLASS:

Under the Settlement, a Class Member who received an Offering from only one of the Defendants is eligible to receive 3 **free** months of Score Watch from that Defendant. A Class Member who received an Offering from both of the Defendants is eligible to receive 3 **free** months of Score Watch from each of the Defendants making a possible total of 6 **free** months. **THERE ARE NO PREREQUISITES TO RECEIVING YOUR FREE SCORE WATCH. YOU WILL NOT HAVE TO PURCHASE ANYTHING OR PROVIDE CREDIT CARD INFORMATION. THESE MONTHS OF SCORE WATCH COME WITH NO STRINGS ATTACHED.** IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE THESE BENEFITS, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED BELOW. **Score Watch™ is offered for sale by both Equifax and Fair Isaac. It monitors a consumer's Equifax credit file and FICO® score, and provides up to two Equifax Score Power reports. The current retail value of Score Watch™ is approximately \$7.95-8.95 per month.**

1. OBTAIN AN AUTHENTICATION FORM

If you are a Class Member and you wish to receive **free** Score Watch under this Settlement, you need only complete and submit an Authentication Form. This Authentication Form is necessary to assure that Equifax, Fair Isaac and Class Members' privacy rights are protected and to assure that only class members receive the **free** Score Watch. The Authentication Form is available at the Settlement Website at www.hillisslacksettlement.com. An Authentication Form may also be requested by calling the Settlement Administrator at 1-800-262-0454 or by sending a written request to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

2. DEADLINE FOR SUBMISSION OF THE AUTHENTICATION FORM

The Authentication Form may be completed and submitted On-Line at the Settlement Website at www.hillisslacksettlement.com. The Authentication Form may also be mailed to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

The deadline for submission of the Authentication Form is 75 days after the Effective Date. The Effective Date is the date when the settlement will become completely final, all appeals have been resolved, and no one will have a right to seek further appeals of the Settlement. You can visit the Settlement Website at www.hillisslacksettlement.com to check on the progress of the Settlement and the Effective Date. Mailed Authentication Forms must be postmarked not later than 75 days

after the Effective Date and addressed to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

3. DISTRIBUTION OF FREE SCORE WATCH

You will receive 3-6 months of **free** Score Watch only if the Court approves the proposed Settlement following the Fairness Hearing on June 4, 2007 and if you timely submit an Authentication Form.

If the Settlement is approved by the Court, you will receive a Benefit Code via email. A Benefit Code is simply a number provided to you by email with a link to Equifax.com or myFICO.com where all you will have to do to receive your **free** Score Watch is complete the verification process and plug in the benefit code. You will not be asked or solicited to purchase anything. If your email changes, you must provide the Settlement Administrator with your updated email address, otherwise you may not receive the Benefit Code. You will be able to use this Benefit Code at the appropriate Defendants' website in order to obtain your **free** Score Watch. Distribution of the Benefit Codes will begin approximately 90 days after the Effective Date and may be staggered over a period of time not to exceed 6 months. You may check the Settlement Website at www.hillisslacksettlement.com for updates on the Settlement and distribution of the Benefit Codes.

4. AUTHENTICATION FORM ASSISTANCE

You may obtain an Authentication Form by sending a written request to the Settlement Administrator Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114 or by accessing the website www.hillisslacksettlement.com. You also may call the Settlement Administrator at 1-800-262-0454 between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time to obtain an Authentication Form or to request assistance in filling it out. However, you cannot make a claim over the telephone, and must still submit your Authentication Form in writing by the deadline.

VI. ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD:

Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. These lawyers have not yet been paid or recovered any of their expenses. As part of the Settlement, Class Counsel will seek up to \$4.0 million in attorneys' fees and expenses. The Court will determine a reasonable fee and expense award at the Fairness Hearing based on Class Counsel's Fee and Expense Application and responses thereto. Defendants will not oppose Class Counsel's Fee and Expense Application. Class Counsel will also ask the Court to approve a \$7,500 Incentive Award to each of the Plaintiffs (Robbie Hillis and Christy Slack). None of these payments will reduce the benefits you receive. Any money the Court awards Class Counsel and the Plaintiffs will be paid by the Defendants.

VII. RESULT IF COURT APPROVES THE SETTLEMENT:

If the Court approves the proposed Settlement, it will dismiss the Litigation and the Defendants will provide the benefits described above to the Settlement Class members who have not excluded themselves from the Class.

Unless you exclude yourself, your rights will be affected. In general terms, the Court's Final Judgment will provide that any Class Member who does not exclude himself from the Settlement will be forever barred from suing Equifax, Fair Isaac and any company that is a subsidiary, parent, or corporate affiliate of Equifax or Fair Isaac alleging violations of CROA or other state and federal law based on the marketing, sale, purchase, representations and advertisements concerning or use of the Offerings purchased during the applicable class period (11/19/1999 - 2/8/2007). You will also be releasing any such claims you may have against Equifax's and Fair Isaac's Contractual Associates that receive and acknowledge receipt of the changes described in paragraph V.A. above. Contractual Associates means any entity which (1) posts a link to a Defendant's Website on its website and receives a commission (or other compensation) for driving traffic to the Defendant's Website; (2) advertises, promotes, markets, provides, and/or sells any Offering; or (3) offers a private label or co-branded version of any of Defendants' Offerings.

The precise terms of the dismissal and release are set forth in paragraphs 73-75 of the Settlement Agreement. If you have any questions about the scope of the release, you should visit www.hillisslacksettlement.com for more information, or consult a lawyer.

VIII. YOUR OPTIONS:

If you are a member of the Settlement Class, you have the following options:

A. PARTICIPATE IN THE SETTLEMENT: IF YOU AGREE WITH THE PROPOSED SETTLEMENT, AND WISH TO RECEIVE THE **FREE SCORE WATCH**, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED ABOVE. If the Court approves the Settlement, you will receive all the benefits to which you are entitled. You will also release all claims arising from the Offerings you may have against Equifax and Fair Isaac. If you wish to comment in favor of the Settlement, you may send your comment to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

B. REQUEST TO BE EXCLUDED: If you wish to be individually excluded from the Settlement Class, the Settlement Administrator must receive a letter or postcard from you that is postmarked on or before May 4, 2007. Exclusions can only be filed individually – not on behalf of a group or class. Your letter must include your name, address, last 4 digits of your Social Security Number, email address and telephone number; and an unambiguous statement that you wish to be excluded from the Settlement Class. You must send your request to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. If you do not submit a clear request for exclusion to the proper location or if you do not do so timely, you will be bound by the Settlement Agreement and all your claims will be released. If you validly and timely request exclusion from the Settlement Class, you will not be bound by the Final Judgment, and you will not be precluded from instituting or prosecuting any individual claim you otherwise have against the Defendants.

C. OBJECT TO THE SETTLEMENT: If you are a member of the Settlement Class and you do not request to be excluded, you may object to the terms of the settlement, to Class Counsel's request for attorneys' fees and expenses, or to the Plaintiffs' Incentive Awards. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit, and you will be bound by the Final Judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and expenses. If you object to the settlement, you must, on or before May 4, 2007: (1) file with the Clerk of the United States District Court for the Northern District of Georgia, and (2) serve upon C. Neal Pope, POPE, MCGLAMRY, KILPATRICK, MORRISON & NORWOOD, The Pinnacle, Suite 925, 3455 Peachtree Road N.E., Atlanta, GA 30326-3243 (Class Counsel); A. Stephens Clay, KILPATRICK STOCKTON LLP, 1100 Peachtree Street, Suite 2800, Atlanta, GA 30309 (counsel for Equifax); and Frederick Brown, GIBSON, DUNN & CRUTCHER LLP, One Montgomery Street, Suite 3100, San Francisco, CA 94104 (counsel for Fair Isaac), a written objection including: (a) your full name, address and telephone number, (b) the Offering(s) you purchased, the Defendant(s) from which you purchased the Offering(s) and the approximate date(s) of purchase, (c) a written statement of all grounds for the objection accompanied by any legal support for your objection, (d) copies of any papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of the objection, (f) a statement of whether you intend to appear at the Fairness Hearing; (g) a list of other cases in which you or your counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five (5) years, and (h) your signature, even if you are also represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Class members who do not timely make their objections in this matter will waive all objections and shall not be heard or have the right to appeal approval of the Settlement.

D. If, AND ONLY IF, the Notice you received contains the following language at the top – YOU ARE A 5500 CLASS MEMBER – then your deadline to submit a Request to be Excluded or to Object to the Settlement has been extended to and including May 30, 2007. If the Notice you received does not contain this language on the top, your deadlines remain May 4, 2007.

IX. FAIRNESS HEARING:

A hearing will be held before the United States District Court of the Northern District of Georgia, Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Atlanta, GA 30303 in Courtroom 1708, on June 4, 2007 at 10:00 a.m. At the hearing, the Court will decide whether the proposed Settlement is fair, reasonable and adequate and should be approved and, if so, determine what amount of fees and expenses should be awarded to Class Counsel, and what Incentive

Awards should be given to the Plaintiffs. The time, date and location of this hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans. Information about the hearing date will be posted on the Settlement Website at www.hillisslacksettlement.com.

X. ADDITIONAL INFORMATION:

Additional information may be obtained (1) at the Settlement Website at www.hillisslacksettlement.com, (2) by calling the Settlement Administrator at 1-800-262-0454 between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time or (3) by sending correspondence to the Settlement Administrator at Hillis Slack Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. You may also contact Class Counsel, whose contact information is available at www.hillisslacksettlement.com. PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK.

This Notice is not an expression of any opinion by the Court as to the merits of any claims or defenses asserted by the parties in the Litigation.

BY ORDER OF THE COURT

The Honorable Timothy C. Batten, Sr.
United States District Court for Northern District of Georgia

Dated: February 8, 2007