

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	1:00-CV-0087-MHS
	)	
EQUIFAX CREDIT	)	
INFORMATION SERVICES, INC.,	)	
	)	
Defendant.	)	
	)	

JOINT MOTION FOR MODIFICATION OF CONSENT DECREE

Plaintiff, the United States of America, and defendant Equifax Credit Information Services, Inc. (the "Parties"), jointly move to amend and modify the Consent Decree filed in this action on January 13, 2000, pursuant to judgment entered on January 26, 2000 (the "Consent Decree"). In support of this Motion, the Parties state:

1. The Consent Decree provides, in relevant part:  
  
Defendant, and its officers, agents, servants, employees, and representatives, and all persons in active concert or participation with any one or more of them who receive actual notice of this Consent Decree by personal service or otherwise, are hereby enjoined from violating, directly or through any corporation, subsidiary, division, or other device, Section 609(c)(1)(B) of the FCRA, 15 U.S.C.

§ 1681g(c)(1)(B) as amended, or as Section 609(c)(1)(B) may be amended hereafter.

Consent Decree, ¶ 17.

2. In addition, the Consent Decree provides:

For a period of five (5) years commencing on January 17, 2000, defendant shall maintain the following levels of service which, for that five year period and solely for purposes of this Consent Decree, also shall be deemed to satisfy defendant's obligations under paragraph 17 of this Consent Decree for all telephone numbers printed on consumer disclosures pursuant to Section 609(c)(1)(B) of the FCRA, 15 U.S.C. § 1681g(c)(1)(B): (a) a blocked call rate of no greater than ten percent (10%); (b) an average speed of answer of no greater than three (3) minutes and thirty (30) seconds.

Consent Decree, ¶ 18.

3. The Consent Decree further states:

Defendant shall not be deemed in violation of paragraph 17 or paragraph 18 of this Consent Decree if circumstances beyond defendant's reasonable control (such as acts of God, telecommunications interruptions, equipment malfunctions, labor shortages caused by illness or organized labor action, or significant increases in call volume due to unforeseen circumstances) preclude it from complying with paragraph 17 or paragraph 18, provided that the defendant takes reasonable steps to minimize the impact of these events on its toll-free telephone number service and promptly restores service to levels that comply with this Consent Decree.

Consent Decree, ¶ 21.

4. Finally, the Consent Decree provides:

Defendant shall be deemed to be in compliance with paragraph 18 of this Consent Decree if it meets the levels of service stated in paragraph 18 during twelve (12) or more of the thirteen (13) measurement periods in each audit interval.

Consent Decree, ¶ 23.

5. The Consent Decree defines an Audit Interval as a set of thirteen contiguous measurement periods. A measurement period means normal business hours during each contiguous two week interval. Consent Decree, Definitions, 13 and 8, respectively.

6. During Audit Interval 3 (January 15, 2001 through July 13, 2001), Defendant acknowledges it exceeded: (1) the blocked call rate for measurement periods 4, 5, 6, 7, and 8; and (2) the average speed of answer for measurement periods 5 and 6.

7. Plaintiff alleges that Defendant violated the Consent Decree by exceeding the blocked call rate in four measurement periods and the average speed of answer rate in one measurement period.

8. Defendant specifically denies Plaintiff's allegations that it violated the Consent Decree as alleged by Plaintiff or otherwise.

9. The Parties have agreed to settlement of the foregoing allegations without adjudication of any issue of fact or law.

10. The Parties stipulate to an entry of an order that modifies the Consent Decree to provide that Defendant shall pay to Plaintiff the amount of Two Hundred Fifty Thousand Dollars (\$250,000), as payment for alleged remedial relief to disgorge unjust enrichment, which shall be deemed to satisfy completely Plaintiff's claim for violation of the Consent Decree, such payment to be made within five business days of the date of entry of the Order by electronic fund transfer in accordance with instructions provided by the Office of Consumer Litigation, Civil Division, U.S. Department of Justice, Washington, D.C. 20530, for appropriate disposition.

11. The parties further stipulate that this Joint Motion for Modification of the Consent Decree is for settlement purposes only and neither its execution by the Parties nor its entry by the Court constitutes an admission by Defendant that the Consent Decree was violated as alleged by the Plaintiff.

12. The parties further stipulate that the Consent Decree, as so modified, shall remain in full force and effect in accordance with its terms.

Dated: \_\_\_\_\_, 2003.

FOR THE UNITED STATES

PETER D. KEISLER  
Assistant Attorney General  
Civil Division  
U.S. Department of Justice

WILLIAM S. DUFFEY, JR.  
United States Attorney  
Northern District of Georgia

By: \_\_\_\_\_

Assistant United States Attorney  
Northern District of Georgia  
600 U.S. Courthouse  
75 Sping Street, S.W.  
Atlanta, GA 30303-3361

EUGENE M. THIROLF  
Director  
Office of Consumer Litigation

I hereby certify that this document was prepared in Times New Roman font (14 point), in accordance with Local Rules 5.1B and 7.1D.

\_\_\_\_\_  
ELIZABETH STEIN  
Attorney  
Office of Consumer Litigation  
Civil Division  
U.S. Department of Justice  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530-0001  
(202) 307-0486 (voice)  
(202) 514-8742 (fax)

Joel Winston  
Associate Director for Financial Practices  
Federal Trade Commission

---

Annemarie Scanlon Harthun, Attorney  
Division of Financial Practices  
Federal Trade Commission  
Washington, DC 20580

FOR THE DEFENDANT:

EQUIFAX CREDIT INFORMATION  
SERVICES, INC.  
1550 Peachtree Street  
Atlanta, Georgia 30309

---

Kent E. Mast, Esq.  
General Counsel  
1550 Peachtree Street  
Atlanta, Georgia 30309  
(404) 885-8000

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	1:00-CV-0087-MHS
	)	
	)	
EQUIFAX CREDIT	)	
INFORMATION SERVICES, INC.,	)	
	)	
Defendant.	)	
	)	

ORDER MODIFYING CONSENT DECREE

Upon consideration of the Joint Motion for Modification of Consent Decree submitted by the parties and for such cause shown, the Court being fully advised in the premises,

IT IS HEREBY ORDERED that the motion be GRANTED.

The Consent Decree is hereby modified to require the payment by Defendant Equifax, within five business days of entry of this order, in the amount of two hundred fifty thousand dollars (\$250,000) as complete satisfaction of the claim for violation of the Consent Decree.

The Consent Decree, as so modified, shall remain in full force and effect in accordance with its terms.

So Ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

---

MARVIN H. SHOOB  
UNITED STATES DISTRICT JUDGE



CERTIFICATE OF SERVICE

I hereby certify that I caused a true copy of the foregoing Joint Motion for Modification of Consent Decree and proposed Order to be served by Federal Express this \_\_\_\_\_ day of \_\_\_\_\_, 2003, upon:

Kent E. Mast, Esq.  
General Counsel  
Equifax Credit Information Services, Inc.  
1550 Peachtree Street  
Atlanta, Georgia 30309

---