

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION**

**THE UNITED STATES OF AMERICA *ex rel.*  
NORMAN RILLE AND NEAL ROBERTS**

**PLAINTIFFS**

**v.**

**4:04CV00985-WRW**

**ACCENTURE LLP, *et al.***

**DEFENDANTS**

**ORDER**

Pending is Defendant's Motion to Dismiss Certain New Allegations From the United States' First Amended Complaint in Intervention (Doc. No. 248). The United States has responded,<sup>1</sup> and Defendant has replied.<sup>2</sup> For the reasons set out below, Defendant's Motion is DENIED.

Defendant asserts that paragraphs 71-80 of the United States' First Amended Complaint in Intervention should be dismissed because those paragraphs do not allege fraud with sufficient particularity to satisfy Fed. R. Civ. P. 9(b).<sup>3</sup> As Defendant pointed out in its brief, "[o]ne of the purposes of 9(b) is to put a defendant on notice of the alleged fraud so that it may defend itself."<sup>4</sup>

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<sup>1</sup>Doc. No. 263.

<sup>2</sup>Doc. No. 268. Defendant also filed a Notice in connection with its Motion. The Notice included as attachments orders and a transcript from the United States District Court for the Eastern District of Virginia in which a similar case by Plaintiff was pending against a different defendant. In the Virginia case, the court dismissed counts 1-4 of the United States' complaint in intervention.

<sup>3</sup>Doc. No. 249.

<sup>4</sup>*Id.*

Paragraphs 71-78 of the Amended Complaint in Intervention describe alleged anti-competitive activity by Accenture. Those paragraphs include dates and names of the companies involved.<sup>5</sup> Paragraphs 72, 73, and 75 allege that “[o]n June 18, 2002, Accenture contacted the DITCO contracting officer . . .”;<sup>6</sup> “[o]n September 11, 2002, Accenture emailed the DITCO contracting officer withdrawing its interest in bidding”;<sup>7</sup> and “[o]n July 31, 2003, Accenture management sent an email to NCR management . . . .”<sup>8</sup> Paragraph 78 alleges a phone call between Accenture and NCR on August 29, 2003, as well as the alleged result of that call -- a \$200,000 payment from NCR to Accenture on April 27, 2004, in exchange for Accenture not bidding on a contract.<sup>9</sup>

I find that the information in paragraphs 71-78 and 80 contain sufficient information to put Defendant on notice enough to be able to defend itself, and otherwise meet Rule 9(b)’s requirements. I further find that the alleged actions in those paragraphs set out a representative example, and, thus, paragraph 79 is also sufficiently pled. Accordingly, Defendant’s Motion (Doc. No. 248) is DENIED.

IT IS SO ORDERED this 24<sup>th</sup> day of July, 2009.

/s/Wm. R. Wilson, Jr.  
UNITED STATES DISTRICT JUDGE

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<sup>5</sup>Doc. No. 227.

<sup>6</sup>*Id.* at para. 72.

<sup>7</sup>*Id.* at para. 73.

<sup>8</sup>*Id.* at para. 75.

<sup>9</sup>*Id.* at para. 78.