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HEAL R WORLD, LLC, Plaintiff, v. DUN & BRADSTREET, INC.; JOHN DOES # 1-5; ABC CORPS # 1-5, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: SOMERSET COUNTY DOCKET NO. SOM-L-390-23 Civil Action AMENDED COMPLAINT
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Plaintiff, Heal R World, LLC ("Plaintiff"), having an address at 78 North Bridge Street, Somerville, New Jersey 08876, by way of amended complaint against defendants, Dun & Bradstreet, Inc., John Does # 1-5 and ABC Corps # 1-5, says as follows:

1. Plaintiff is a New Jersey limited liability company having an address of 78 North Bridge Street, Somerville, New Jersey 08876. Plaintiff is a social impact company focused on leveraging data and platforms, as well as educational tools and other initiatives aimed at promoting environmental and social responsibility in support of the United Nations Sustainable Development Goals.

2. Defendant, Dun & Bradstreet, Inc. has its corporate headquarters at 5335 Gate Parkway, in Jacksonville, Florida. Defendant maintains an office at 103 John F. Kennedy Parkway, Short Hills, New Jersey 07078. Defendant is an international provider of business information resources and data.

3. Defendants John Does # 1-5 and ABC Corps. # 1-5 are unknown individuals and business entities who are agents, directors, employees, and/or associates of Dun & Bradstreet and who cooperated with Dun & Bradstreet and engaged in the conduct alleged in this Complaint.

The Agreements

4. The parties entered into a Distribution Agreement dated February 26, 2021. The Distribution Agreement (the "Agreement") authorized Plaintiff to serve as a distributor of Defendant's licensed content and to use such content in connection with Plaintiff's business operations.

5. Prior to the parties executing the Agreement, a representative of Defendant approached Plaintiff's managing member, Michele Bongiovanni, and asked her to sign the Agreement while making several representations.

6. The representative stated that Defendant would perform and deliver a credit study to Plaintiff within a few weeks of the outset of the Agreement.

7. The representative further told Plaintiff that Defendant was considering purchasing Plaintiff and that Defendant intended to make an offer within a short time.

8. Defendant also stated that the Agreement would provide a means by which the parties could mutually benefit from Plaintiff's business relationships.

9. The Agreement contained a fee schedule which required certain payments by Plaintiff during the term of the contract for which Plaintiff would receive data and information for marketing and sales purposes. Furthermore, the Agreement's fees were to be a minimum offset by either the Plaintiff's sales or co-sales by the Plaintiff and the Defendant.

10. The Agreement stated that the information exchanged between the parties in connection with the contract was considered to be confidential and not for use by a party in any business with third parties or in competition against the disclosing party.

11. In addition to the Agreement, Plaintiff and Defendant also entered into a mutual non-disclosure agreement (the "NDA") whereby the parties agreed not to use or disclose to third parties any information exchanged between them during the course of their relationship.

12. The NDA strictly prohibits Plaintiff and Defendant from disclosing to any third party any of a number of categories of information that the receiving party may have been provided by the other during the term of the agreement.

13. The information protected by the NDA includes business plans, research, customer information and "other business and financial information".

14. The NDA further states that neither party may use the confidential information received during the term of the agreement to engage in any activities competitive with the other party's business.

15. In early 2022, Plaintiff and Defendant also executed a Referral Agreement whereby Plaintiff agreed to provide leads to Defendant in exchange for Defendant's agreement not to use the information for its own purposes or without compensating Plaintiff for business generated through the leads.

16. Defendant agreed to "co-sell" its products with Plaintiff to customers referred and/or brought to it by Plaintiff.

17. Pursuant to the Referral Agreement, Defendant agreed not to engage in separate business activities with the customers referred by Plaintiff without including Plaintiff in the revenue generated from those activities.

Defendant Violates the Agreements

18. Throughout the term of its relationship with Plaintiff, Defendant repeatedly violated the terms of the Agreement, NDA and the Referral Agreement by using Plaintiff's confidential and proprietary information for its own benefit in competition against Plaintiff and otherwise to the detriment of Plaintiff.

19. An example of this was when Defendant usurped the business opportunity with Plaintiff's Department of Defense representative for a joint OTA submission to the Government.

20. Pursuant to the Agreement and Referral Agreement, Plaintiff, in confidence, disclosed to Defendant the business opportunity as part of a prospective business arrangement Plaintiff had originated with the DoD for a 100 ROM joint proposal for data innovation with Defendant, Plaintiff and Dow Jones & Company, Inc.

21. Plaintiff made this disclosure to Defendant in an effort to bring about a joint business opportunity involving the co-selling of Defendant's product.

22. In contravention of the terms of the NDA, Defendant used the information provided by Plaintiff for its own purposes and then informed Plaintiff's representative that Defendant had decided to submit a competitive proposal directly to the DoD instead of including Plaintiff in its bid.

23. Defendant suddenly advised Plaintiff's DoD representative that it planned to "do something on our own with the Government" [without Plaintiff] and asked to meet directly with the DoD representative to discuss opportunities without Plaintiff.

24. Defendant directly interfered with Plaintiff's business contracts and business opportunities, and did so in violation of its agreements and the covenant of good faith and fair dealing.

25. Upon information and belief, Defendant closed a business transaction with the DoD based on Plaintiff's relationship and the information given by Plaintiff.

26. Defendant also breached the Agreement with Plaintiff by failing to fulfill its duties under the Agreement.

27. Pursuant to the Agreement and promises made around the time the Agreement was presented to Plaintiff, Defendant was to deliver a critical credit study that was to be used by Plaintiff in its product development functions and customer services.

28. At the time that Defendant approached Michele Bongiovanni, managing member of Plaintiff, with the Agreement, the representative stated that Defendant would deliver the credit study at the outset of the term.

29. Defendant also misrepresented that it was interested in purchasing Plaintiff and used that ruse as a means of obtaining and using proprietary information.

30. In reality, Defendant did not intend to or offer to purchase Plaintiff and it has never delivered the promised credit study to Plaintiff.

31. The study had been a significant factor in Plaintiff's decision to renew its contract with Defendant.

32. Despite numerous requests by Plaintiff for the credit study, Defendant failed to deliver the item after informing Plaintiff that it was considered by Defendant to now be a "competitor".

33. Defendant's failure to provide the promised credit study constitutes a material breach of the contract and it justified Plaintiff's "termination for default" under the Agreement.

34. Defendant also breached the Referral Agreement by receiving an important lead/referral and information from Plaintiff regarding one of its large global relationships,

Unilever, which had been introduced to the Plaintiff by their strategic advisor, the former CEO of Unilever.

35. The Referral Agreement required Defendant to share with Plaintiff the revenue generated from leads provided by Plaintiff as a co-selling arrangement.

36. Defendant continued to pursue negotiations with the Plaintiff's global lead (Unilever) without including the Plaintiff and has provided no updates since the initial introduction.

37. Defendant informed Plaintiff that there appeared to be another agreement with another division of Defendant only after the introduction claiming to have ensured that this prospect was not in their Customer Relationship Database.

38. After realizing that the Defendant had another contract with a related company, Defendant informed Plaintiff that they could still pursue a large data agreement for which Plaintiff would be compensated, but Defendant never included Plaintiff in any later discussions.

39. By letter dated May 16, 2022, Plaintiff advised Defendant that the Agreement was being terminated for Defendant's breach of contract and that Plaintiff intended to seek damages as a result of the breach.

40. After May, 2022, the parties had no interaction with each other and Defendant performed no services to Plaintiff and did not provide any deliverables set forth in the Agreement.

41. By letter dated March 12, 2023, Defendant demanded payment for amounts Defendant alleges are due pursuant to the contract and threatened Plaintiff with collection efforts.

FIRST COUNT
(Breach of Contract)

42. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

43. Plaintiff and Defendant entered into the Agreement, the NDA, and the Referral Agreement as part of their ongoing relationship and agreement to cooperate in landing common business partners for mutual benefit.

44. Defendant breached each of the agreements by using confidential information provided by Plaintiff for its own benefit and to the detriment of Plaintiff.

45. Defendant usurped customers referred by Plaintiff and redirected business opportunities to itself and to the exclusion of Plaintiff.

46. Upon information and belief, Defendant also breached the agreements by failing to provide Plaintiff with the proceeds from the various contracts that it received from opportunities provided by Plaintiff.

47. As a direct and proximate result of Defendant's breach of the contracts, Plaintiff has suffered significant damages.

48. Plaintiff has not breached any agreement with Defendant.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendants Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

SECOND COUNT
(Breach of Covenant of Good Faith and Fair Dealing)

49. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

50. Each of the agreements between Plaintiff and Defendant contained an implied covenant of good faith and fair dealing.

51. The covenant required both parties to refrain from taking action to deprive the other of the expected benefits of the agreements.

52. By its actions throughout the terms of the agreements, Defendant breached the covenant of good faith and fair dealing and deprived Plaintiff of the benefits of the agreements.

53. As a result of Defendant's breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

THIRD COUNT
(Fraud in the Inducement)

54. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

55. Defendant approached Plaintiff and asked Plaintiff to execute the Agreement and the Referral Agreement.

56. Defendant stated to Plaintiff that Defendant would provide a credit report prior to the term of the Agreement.

57. Defendant also stated that it was preparing to make an offer to purchase Plaintiff.

58. None of the representations at the time the Agreement was presented was true.

59. Defendant's misrepresentations were made with the intention that Plaintiff would rely on them to its detriment.

60. Plaintiff relied on Defendant's misrepresentations which induced Plaintiff to enter into the Agreement.

61. As a direct and proximate result of Defendant's fraudulent statements, Plaintiff has sustained damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

FOURTH COUNT
(Tortious Interference with Existing Contract)

62. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

63. By the actions set forth herein, Defendant has improperly interfered with Plaintiff's existing contracts with customers.

64. Defendant's interference was unlawful, intentional and unjustified.

65. As a direct and proximate result of Defendant's tortious interference, Plaintiff has sustained damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

FIFTH COUNT
(Tortious Interference with Prospective Economic Advantage)

66. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

67. Defendant's actions have improperly interfered with Plaintiff's prospective economic advantage in the industry.

68. Defendant's interference was unlawful, intentional and unjustified.

69. As a direct and proximate result of Defendant's tortious interference, Plaintiff has sustained damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

SIXTH COUNT
(Unjust Enrichment)

70. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

71. Plaintiff paid Defendant \$60,000 for services and information to be provided by Defendant per the agreements.

72. Defendant failed and refused to provide the information and services and used Plaintiff's confidential information for its own benefit and to usurp business from Plaintiff.

73. Defendant received and retained the benefit of Plaintiff's payment and the information and leads provided by Plaintiff.

74. Defendant's retention of the monies paid by the Plaintiff and the confidential information is unjust and unfair because Defendant failed to provide the services and information for which they were paid.

75. It would be unjust to allow Defendant to retain the benefits they received from Plaintiff without performing the work.

76. As a result, Defendant has been unjustly enriched to the detriment of Plaintiff who has suffered substantial damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

SEVENTH COUNT
(Promissory Estoppel)

77. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

78. Prior to the agreements being executed, Defendant expressly promised Plaintiff that it would provide a critical credit report to be used by Plaintiff in its business dealings with customers.

79. Defendant also stated to Plaintiff that it was in the process of preparing a bid to purchase Plaintiff.

80. Defendant made these promises to Plaintiff with the expectation that Plaintiff would rely on those representations.

81. In fact, Plaintiff did rely on the statements and promises made by Defendant.

82. Plaintiff's reliance on Defendant's promises was reasonable.

83. As a result of Plaintiff's reliance on the false statements and promises of Defendant, Plaintiff sustained damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for damages, costs and such further relief as the Court deems just and equitable.

EIGHTH COUNT
(Misappropriation of Trade Secrets – N.J.S.A. 56:15-2)

84. Plaintiff repeats each and every allegation contained in the preceding paragraphs of the Complaint as though fully set forth at length herein.

85. Through its dealings with Plaintiff, Defendant acquired confidential trade secret information of Plaintiff.

86. Plaintiff took reasonable steps to protect its trade secret and confidential information.

87. Plaintiff disclosed the trade secret and proprietary information to Defendant upon the explicit agreement by Defendant that it would not use the information for its own benefit or to the detriment of Plaintiff.

88. Defendant acquired Plaintiff's trade secret information improperly by misrepresenting that it intended not to use the trade secrets for its own benefit or to the detriment of Plaintiff.

89. Defendant used and disclosed Plaintiff's trade secret and proprietary information for its own benefit and without permission or authorization from Plaintiff.

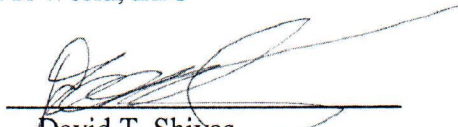
90. As a direct and proximate result of Defendant's misappropriation of Plaintiff's trade secrets, Plaintiff has sustained damages.

WHEREFORE, plaintiff Heal R World, LLC demands judgment against defendant Dun & Bradstreet, Inc., John Does # 1-5, and ABC Corps. # 1-5, jointly and severally, for compensatory

and punitive damages, other statutory damages, attorneys' fees, costs and such further relief as the Court deems just and equitable.

BELL, SHIVAS & BELL, P.C.
Attorneys for Plaintiff
Heal R World, LLC

By:


David T. Shivas

Dated: February 19, 2025

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues herein.

DESIGNATION OF TRIAL COUNSEL

David T. Shivas, Esq., is hereby designated as trial counsel on behalf of plaintiff in this matter.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

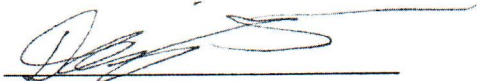
Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; and (e) coverage limits.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify to the best of my knowledge that the matter in controversy in the above-captioned action is not the subject of any other action pending in Court or any pending arbitration proceeding and that no such further action or arbitration proceeding is contemplated. At this time, I am not aware of any other parties who should be joined in the above-captioned matter.

BELL, SHIVAS & BELL, P.C.
Attorneys for Plaintiff
Heal R World, LLC

By:



David T. Shivas

Dated: February 19, 2025