IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,

IN AND FOR SEMINOLE COUNTY, FLORIDA

Case No.:

JEAN ANN SCOTT, LLC,
a Florida limited liability company,
d/b/a JEAN SCOTT HOMES,

Plaintiff,

v.

Zillow Group, Inc., a Washington Corporation

Defendant.

_____/

COMPLAINT

COMES NOW, Plaintiff JEAN ANN SCOTT, LLC, d/b/a JEAN SCOTT HOMES, a Florida Limited Liability Company, by and through the undersigned counsel, and hereby sues Defendant ZILLOW GROUP, LLC, a Washington Corporation, and in support thereof states as follows:

PARTIES; JURISDICTION; VENUE

1. JEAN ANN SCOTT, LLC, is a Florida Limited Liability Company, doing business as Jean Scott Homes with a principal address of 59 Alafaya Woods Blvd, Oviedo, FL 32765. JEAN ANN SCOTT is the sole member. JEAN SCOTT HOMES is a Team of Real Estate Professionals affiliated with Keller Williams Advantage Realty and licensed under the brokerage pursuant to Chapter 475, Florida Statutes, based in Oviedo, Florida, and serves Consumers buying and selling homes in the Orlando, Florida metropolitan area.

2. Zillow Group, Inc. (“ZILLOW”) is a Washington public corporation (NASDAQ: ZG, Z) with its principal offices at 1301 Second Avenue, Floor 31, Seattle, Washington 98101. It is registered to do business in Florida as a foreign profit corporation. Its registered agent for service of process in Florida is United Agent Group Inc., 801 US Highway 1, North Palm Beach, Florida 33408.
3. Jurisdiction is proper in the Circuit Court pursuant to Florida Statute 34.011 because damages complained of exceed fifty thousand dollars and zero cents ($50,000.00), exclusive of interest, attorneys’ fees, and costs.
4. Venue is proper in the Circuit Court of Seminole County, Florida, because the events giving rise to the action occurred in Seminole County, Florida.

FACTS

5. On or about May 2, 2022, Jean Scott Homes migrates to Follow up Boss (“FUB”) with fifteen years of its intellectual property that includes Confidential Consumer Information and Proprietary Business Data. From its migration date through November 2025, detailed data including phone call records, text messages, call recordings, and hand-typed notes accumulated on the FUB platform.
6. On or about November 1, 2023, Zillow announces its acquisition of Follow Up Boss via PR Newswire assuring every FUB customer that Customer data that Follow Up Boss subscribers enter into the system is theirs, just as it always has been, and will stay within Follow Up Boss."
7. On or about December 8, 2023, the acquisition closes and Follow Up Boss CEO Dan Corkill publishes a personal blog post, "Your customer data is yours. It stays within Follow Up Boss. Zillow won't be able to use it unless you give permission." (Exhibit “**A**”)

8. On or about October 15, 2025, Zillow announces sweeping new Policies and Terms that violate Jean Scott Homes' own Privacy Policy and personal promises to its Customers. These Policies and Terms become effective November 15, 2025, ("**The Deadline**").
9. On or about October 28, 2025 Jean Scott Homes discovers an extensive amount of its intellectual property was destroyed and/or confiscated in the CSV database download.
10. Jean Scott Homes took measures to retrieve its intellectual property but Zillow deployed obstructive countermeasures to the download and as a result, Jean Scott Homes missed the Deadline.
11. On or about November 16, 2025, a formal custodial notice was sent to Zillow's CEO Jeremy Wacksman and FUB's co-founder Dan Corkill demanding deletion of all Jean Scott Homes's IP except as required by law, prohibiting Zillow's use of Jean Scott Homes IP for any purpose, and requiring industry-standard ISO documentation and attestation of deletion.
12. On or about November 18, 2025, a FUB product support expert sends a reply stating "we've processed a refund for your account. Moreover, our engineering team is working on permanently deleting your data from FUB."
13. On or about December 3, 2025 FUB Support Manager confirms that Jean Scott Homes's account and all associated data was deleted on November 25, 2025.
14. In mid to late December, Jean Scott Homes discovers the full scope of the data loss: 50,502 call recording URLs returned "Recording is hidden for privacy reasons" in the JSON API response," 50,502 calls do not have transcripts or summaries, which Jean Scott Homes relied upon heavily as its phone conversation notes, 160,872 text messages returned "Body

is hidden for privacy reasons," URLs for MMS multimedia message attachments are missing entirely and notes hand-typed by Team Members are destroyed and confiscated.

15. On or about January 15, 2026, Jean Scott Homes makes a personal plea to FUB directly seeking help recovering the data. The request was escalated to management.
16. On or about January 21, 2026, Zillow's legal department responds in part, "there is no data remaining in our Follow Up Boss systems concerning Jean Scott Homes FUB user account and "the department declines to produce any additional data absent valid legal process.
17. Plaintiff has retained undersigned counsel and is obligated to pay a reasonable fee for services. Plaintiff is entitled to reasonable attorney fees and costs.

COUNT I – BRERACH OF CONTRACT

18. Plaintiff realleges and reincorporates paragraphs 1-17 above, as if fully set forth herein.
19. Under Florida law, a breach-of-contract claim requires: (1) a valid contract existed between the parties; (2) the plaintiff substantially performed its obligations under the contract, or performance was excused; (3) the defendant materially breached the contract; and (4) the plaintiff suffered damages as a result of the breach. *Abbott Labs., Inc. v. Gen. Elec. Capital*, 765 So. 2d 737, 740 (Fla. 5th DCA 2000).
20. Florida courts enforce browsewrap agreements — contracts formed when a user accepts terms of service — as binding. *Vitacost.com, Inc. v. McCants*, 210 So. 3d 761 (Fla. 4th DCA 2017).
21. On or about May 2, 2022, Jean Scott Homes entered into a valid, binding contract with Follow Up Boss (subsequently acquired by Zillow) for Electronic Communications, CRM, and datacenter IP storage services, paying $4,990 annually.

22. Jean Scott Homes substantially performed all its obligations under the contract, specifically by paying all required subscription fees in full and utilizing the service as intended.

23. Zillow materially breached the contract by unilaterally attempting to force a retroactive, royalty-free license without mutual assent, and by actively engaging in a campaign of deception, destruction, obfuscation, obstruction, and confiscation when Jean Scott Homes attempted to retrieve its IP prior to the deadline.

24. As a direct result of this breach, Jean Scott Homes suffered significant, quantifiable damages, including the cost of reconstructing eighteen years of infrastructure, lost business during the outage, and the permanent destruction of its Intellectual Property.

WHEREFORE, Plaintiff requests judgment against Defendant ZILLOW for the following relief: cost of reconstructing eighteen (18) years of intellectual property, including proprietary business data, confidential consumer information, and communications; lost business during the 4-week rebuilding period; value of permanently destroyed and/or confiscated intellectual property, disrupted relationships, reasonable attorney fees and costs, and any other relief this Court deems just, equitable, and proper.

COUNT II – BREACH OF FIDUCIARY DUTY

25. Plaintiff reincorporates paragraphs 1-24 above, as if fully set forth herein.

26. Under Florida common law, a fiduciary duty arises when one party places special trust and confidence in another to act in the first party's best interest. A fiduciary must act with utmost good faith, loyalty, and care.

27. “A fiduciary relation exists between two persons when one of them is under a duty to act for or to give advice for the benefit of another upon matters within the scope of the relation.” *Doe v. Evans*, 814 So. 2d 370, 374 (Fla. 2002).

28. Follow Up Boss was compensated specifically to serve as a secure, fiduciary custodian of Jean Scott Homes’ most sensitive Intellectual Property.

29. Upon acquisition, Zillow breached this duty by prioritizing its own $10 billion enterprise over its client, granting itself a “worldwide, royalty-free license” and “irrevocable, perpetual, royalty-free worldwide license” to the Intellectual Property that it was paid to protect. A true and correct copy of the relevant sections are attached hereto, respectively as Exhibit “**B**” and “**C**”.

30. As a direct competitor, Zillow weaponized its custodial access to intercept Proprietary Business Data and Confidential Consumer Information for its own competitive advantage and AI/ML model training.

WHEREFORE, Plaintiff requests judgment against Defendant ZILLOW for the following relief: breach of custodial trust, unauthorized disclosure of confidential consumer information, competitive harm from a fiduciary sharing proprietary business data with its own parent company, reasonable attorney fees and costs, and any other relief this Court deems just, equitable, and proper.

COUNT III – CONVERSION

31. Plaintiff reincorporates paragraphs 1-30 above, as if fully set forth herein.

32. Conversion is an unauthorized act which deprives another of his property permanently or for an indefinite time.” *Seymour v. Adams*, 638 So. 2d 1044, 1047 (Fla. 5th DCA 1994).

33. Jean Scott Homes holds absolute legal ownership of eighteen years of accumulated Intellectual Property stored on AWS servers under Zillow's control.

34. Zillow asserted unauthorized control over this property by fabricating the "Mutual Customer" pretext and unilaterally granting itself a "worldwide, royalty-free license" and an "irrevocable, perpetual, royalty-free worldwide license" to claim ownership rights it did not possess. A true and correct copy of the relevant sections are attached hereto, respectively as Exhibit "**B**" and "**C**".

35. Zillow actively deprived Jean Scott Homes of its property by destroying the relational CSV export—including truncating and crushing approximately 104,948 notes—deliberately redacting text message bodies in the API, permanently confiscating 50,502 call recordings, and deleting or destroying 160,872 text messages.

WHEREFORE, Plaintiff requests judgment against Defendant Zillow for the following relief: replacement of eighteen (18) years of intellectual property, value of 50,502 call-related records and transcripts, value of 160,872 unredacted text messages, reasonable attorney fees and costs, and any other relief this Court deems just, equitable, and proper.

COUNT IV – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

36. Plaintiff reincorporates paragraphs 1-35 above, as if fully set forth herein.

37. Under Florida common law, tortious interference with a business relationship requires: (1) the existence of a business relationship; (2) the defendant's knowledge of the relationship; (3) the defendant's intentional and unjustified interference; and (4) resulting damage to the relationship. *Int'l Sales & Serv., Inc. v. Austral Insulated Prods., Inc.*, 262 F.3d 1152, 1154 (11th Cir. 2001).

38. Jean Scott Homes has established, documented business relationships with approximately one-third (1/3) of the 25,840 Consumers in its database. (Approximately 2/3 are leads from varied sources that had not yet engaged).

39. As the host of the CRM and Communications System, ZILLOW had intimate, granular knowledge of these specific relationships.

40. By confiscating the contact records, notes, and Communications history, Zillow intentionally crippled Jean Scott Homes' ability to effectively service its Consumers, simultaneously jeopardizing Jean Scott Homes' compliance with Florida Real Estate Commission (FREC) record-retention regulations.

41. By confiscating these records, Zillow jeopardized Jean Scott Homes' compliance with its regulatory obligations. Zillow placed every Team Members' license and the license of its brokerage, Keller Williams Advantage Realty, at risk.

WHEREFORE, Plaintiff requests judgment against Defendant Zillow for the following relief: lost business from impaired consumer relationships, competitive harm from Jean Scott Homes' largest competitor's deliberate interference with its relationships, non-compliance with applicable statutes, reasonable attorney fees and costs, and any other relief this Court deems just, equitable, and proper.

COUNT V – CIVIL THEFT

42. Plaintiff reincorporates paragraphs 1-41 above, as if fully set forth herein.

43. Under Fla. Stat. §812.014, a person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) deprive the other person of a right to the property or a benefit from the

property, (b) appropriate the property to his or her own use or to the use of any person not entitled to the use of the property."

44. Civil Theft requires a written demand letter before filing suit. A true and correct is attached hereto as Exhibit "**D**" Zillow failed to respond with return of the property within thirty days. The statutory prerequisite has been satisfied.

45. Zillow knowingly obtained Jean Scott Homes' Intellectual Property (including proprietary business data, confidential consumer information and electronic communications) through the deceptive "Mutual Customer" loophole – without Jean Scott Homes' consent, without compensation, and with intent to permanently deprive Jean Scott Homes of its property and benefit of that property.

46. Zillow 's intent to permanently deprive Jean Scott Homes of its property is evidenced by deploying server-side code to forcibly crash browser sessions (the 371 "strikes") and hardcoding privacy redactions into the API.

47. Zillow's refusal to return the intact IP following the 30-day statutory demand letter —and its subsequent response containing numerous fabrications of fact — confirms its intent to permanently appropriate the property for its own use.

48. Jean Scott Homes is entitled to treble damages and reasonable attorney fees and costs pursuant to Fla. Stat. §772.11.

WHEREFORE, Plaintiff requests judgment against Defendant Zillow for the following relief: treble actual damages, minimum statutory damages, attorney fees and costs, actual damages for eighteen (18) years of intellectual property (Jean Scott Homes respectfully defers to the Court's determination of appropriate compensation, subject to the treble damages multiplier provided by statute) and any other relief this Court deems just, equitable, and proper.

COUNT VI – FLORIDA UNIFORM TRADE SECRETS ACT

49. Plaintiff reincorporates paragraphs 1-48 above, as if fully set forth herein.

50. Pursuant to § 688.002(4): “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

51. Pursuant to § 688.002(2): “Misappropriation” means: [...] (b) Disclosure or use of a trade secret of another without express or implied consent by a person who: [...] 2. At the time of disclosure or use, knew or had reason to know that her or his knowledge of the trade secret was: [...] b. Acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use[.]

52. Pursuant to § 688.004(1)–(2): Damages can include both the actual loss caused by misappropriation and the unjust enrichment caused by misappropriation that is not taken into account in computing actual loss. [...] (2) If willful and malicious misappropriation exists, the court may award exemplary damages in an amount not exceeding twice any award made under subsection (1).

53. Jean Scott Homes' database — including its custom Smart Lists, automated workflows, granular financial intelligence, and negotiation histories — derives independent economic value specifically from remaining secret from competitors like Zillow.

54. Jean Scott Homes took reasonable steps to maintain this secrecy by paying for a secure CRM and enforcing a strict internal privacy policy.

55. Zillow willfully bypassed these protections, using the master key it purchased with the Follow Up Boss system and deceptive contract modifications — unilaterally granting itself a "worldwide, royalty-free license" and an "irrevocable, perpetual, royalty-free worldwide license" — to access these trade secrets for its own unauthorized use. A true and correct copy of the relevant sections are attached hereto, respectively as Exhibit "**B**" and "**C**".

WHEREFORE, Plaintiff requests judgment against Defendant ZILLOW for the following relief: for actual loss caused by Zillow's misappropriation, unjust enrichment not captured in actual loss, exemplary damages up to two times the award, injunctive relief under §688.003(1), reasonable attorney fees and costs, and any other relief this Court deems just, equitable, and proper.

COUNT VII- FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES

56. Plaintiff reincorporates paragraphs 1-55 above, as if fully set forth herein.
57. Pursuant to §501.204(1), "Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."
58. An unfair practice is one that "offends established public policy" and is "immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. *Samuels v. King Motor Co.*, 782 So. 2d 489, 499 (Fla. 4th DCA 2001)
59. Pursuant to §501.211(1), a person who has suffered a loss as a result of a violation may recover actual damages, plus attorney's fees and court costs.

60. Zillow engaged in overt and covert deceptive practices, including Follow Up Boss Support explicitly lying about the availability of a JSON export, fabricating the "Efficient Data Capture" video to obfuscate IP confiscation, and its effectively encrypted Policies and Terms.
61. Zillow engineered an unconscionable "Hotel California" trap—giving a small business an impossible 30-day window to migrate 18 years of infrastructure, while deploying server-side API timeouts to ensure they failed.
62. These deceptive and unfair acts caused massive, quantifiable operational damage to a Florida small business.
63. Jean Scott Homes may recover actual damages, plus attorney's fees and court costs.

WHEREFORE, Plaintiff requests judgment against Defendant Zillow for the following relief: for actual damages suffered, declaratory and injunctive relief under §501.211(1), attorney's fees and court costs under §501.211(2), and legal expenses and costs.

COUNT VIII – FLORIDA SECURITY OF COMMUNICATIONS ACT

64. Plaintiff reincorporates paragraphs 1-63 above, as if fully set forth herein.
65. Pursuant to §934.03, "it is unlawful to intentionally intercept, endeavor to intercept, or procure any other person to intercept any wire, oral, or Electronic without the prior consent of all parties to the communication." It is also unlawful to intentionally use, or endeavor to use, the contents of any such Communication, knowing or having reason to know that the information was obtained through unlawful interception. (§ 934.03(1)(d)).

66. Pursuant to Fla. Stat. §934.10, Jean Scott Homes has a right to bring forth this cause of action because Zillow, intercepted, disclosed and/or used Jean Scott Homes' wire, oral, and/or electronic communications in violation of the statute.

67. Zillow, functioning as a de facto phone company via Twilio, intentionally Intercepted approximately 50,502 phone call recordings, transcripts, and summaries, approximately 160,872 text messages, an unknown number of text message attachments, and an unknown number of emails between Jean Scott Homes, Florida Consumers, their attorneys, mortgage loan officers, appraisers, home inspectors, and the like.

68. The "consent" Zillow relies upon is a legally invalid, unenforceable browse-wrap agreement submerged 7,000 words deep into a secondary privacy policy.

69. Zillow unlawfully utilized the contents of these intercepted Communications to train its AI/ML models and other business purposes effectively unbound in scope and purpose.

70. Every recorded call, transcript, AI summary, and text message retained without proper consent and used by Zillow constitutes a separate violation.

71. The verified count is 50,502 recorded calls. Each call produced three distinct works: (1) the audio recording, (2) the AI-generated transcript, and (3) the AI-generated summary. Each is a separate Communication retained and used by Zillow without consent. Combined with 160,872 text messages, the total number of unlawfully intercepted and retained Communications is approximately 312,378. Fla Stat. § 934.10 provides for damages for each of the approximately 312,378 violations.

WHEREFORE, Plaintiff requests judgment against Defendant Zillow for the following relief: actual damages, computed at a minimum of $100 per day for each day of violation, or $1,000 per violation, whichever is higher, punitive damages, reasonable attorney's fees and litigation

costs, preliminary, equitable, or declaratory relief, legal expenses and costs, and any other relief this Court deems just, equitable, and proper.