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February 23, 2026

Enchant, LLC/Zillow Group, Inc.
Attn: Legal
1603 Capitol Ave, Suite 310 A176
Cheyenne, WY 82001
Email: legal@followupboss.com

Re: Demand For Return of Property

To whom it may concern,

Please be advised that this firm represents Jean Ann Scott LLC d/b/a Jean Scott Homes and its affiliates (hereinafter referred to as "Jean Scott Homes"). We are writing regarding Enchant LLC, d/b/a FollowUpBoss.com, which was acquired by Zillow Group, Inc. (hereinafter collectively referred to as "Zillow") and its violation of the Florida Deceptive and Unfair Trade Practices Act under Florida Statutes 501.204, misappropriation of trade secrets by improper means under The Florida Uniform Trade Secrets Act (FUTSA), conversion and breach of contract and fiduciary duty. More specifically, Jean Scott Homes paid Follow Up Boss approximately $5,000 per year beginning May 2, 2022, in order to acquire a license to the Customer Relationship Management (CRM) software through FollowUpBoss.com and for datacenter storage of Jean Scott Homes' proprietary business CRM data and all related metadata. As such, the parties entered into a valid contract and a fiduciary custodian relationship was created between the parties.

On November 1, 2023, Follow Up Boss announced its sale to Zillow Group, Inc., Jean Scott Homes' largest competitor, in a transaction that included $400 million of initial cash consideration and up to $100 million in a potential cash earnout (https://www.prnewswire.com/news-releases/zillow-group-to-acquire-follow-up-boss-an-industry-leader-in-customer-relationship-management-301974133.html). Within that same press release, Zillow represented to the public and to investors, that "The customer data that

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Follow Up Boss subscribers enter into the system is theirs, just as it always has been, and will stay within Follow Up Boss."

Dan Corkill, Follow Up Boss CEO, made additional public assurances in a blog postdated December 8, 2023, (https://www.followupboss.com/blog/follow-up-boss-acquired-by-zillow-group). Those assurances included, but were not limited to, "Customer data that you enter into the platform is yours, just as it always has been. It stays within Follow Up Boss. Zillow Group won't be able to use it unless you give permission." Jean Scott, owner of Jean Scott Homes, relied on these assurances to continue its relationship with Follow Up Boss as its CRM software vendor and custodian of its proprietary client, consumer, and real estate transaction records stored by Follow Up Boss.

On or about October 15, 2025, Zillow announced new privacy policies and terms of use. The Follow Up Boss privacy policy that was to go into effect November 15, 2025, was in direct conflict with that of Jean Scott Homes. The process was begun shortly thereafter to migrate Jean Scott Homes CRM services and data to a new platform, allowing less than four weeks for the full setup of and data migration to the new platform.

Jean Scott Homes was hindered from obtaining a full, complete copy of all data and metadata held in custodial storage by Follow Up Boss and Zillow in numerous ways by Follow Up Boss customer and API support. As a result, Jean Scott Homes is missing approximately one-third of its CRM records, and another one-third have been rendered functionally useless as the data has been flattened and stripped of essential metadata and delivered in a non-standard format that precludes integration into a modern database. This intentional act by Zillow has left Jean Scott Homes' ability to compete in the free market severely impaired and has provided Zillow a significant competitive advantage.

All Jean Scott Homes' data and all associated metadata held by Zillow is proprietary business and CRM records owned by Jean Scott Homes, created by its team members at substantial expense of time and money. Every contact record, data field, custom field, note, tag, etc., was created by a team member of Jean Scott Homes. One side of every phone call, SMS, MMS, and email is a team member of Jean Scott Homes who made or answered the phone call and created, read, or responded to every SMS and MMS message.

It is important to note that the sale of Follow Up Boss to Zillow did not transfer ownership of its customers' property. Just as the acquisition of a brokerage firm does not transfer ownership of its clients' securities, and the sale of a storage facility does not transfer ownership of its tenants' belongings, Zillow's acquisition of Follow Up Boss did not transfer ownership of its customers' CRM data. The November 15, 2025, Follow Up Boss and Zillow Privacy Policies indicate that Zillow is now asserting rights over the property of its customers, property that Follow Up Boss did not own and had no authority to convey. As such, Zillow is in possession of assets owned by Jean Scott Homes that are demanded to be returned in their entirety and without damage.

Further, due to the obstruction by Follow Up Boss and Zillow, Jean Scott Homes was not able to complete the migration of the data it could retrieve ahead of the November 15, 2025, implementation of the current Privacy Policies and Terms of Use. Jean Scott Homes rejects acceptance of those policies. Zillow's access of our client's CRM records, which contain years of personal, private communications and information, to gain a competitive advantage over Jean Scott Homes is prohibited. Such use of our client's property is without consent and for purposes other than those for which the data was originally entrusted to Follow Up Boss.

Fla. Stat. 501.204(1) states, "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."

Under The Florida Uniform Trade Secrets Act (FUTSA), misappropriation of trade secrets by improper means is defined as follows:

(1) "Improper means" includes theft, bribery, misrepresentation, breach or inducement of a breach of a duty to maintain secrecy, or espionage through electronic or other means.

(2) "Misappropriation" means:

(a) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means; or

(b) Disclosure or use of a trade secret of another without express or implied consent by a person who:

1. Used improper means to acquire knowledge of the trade secret; or

2. At the time of disclosure or use, knew or had reason to know that her or his knowledge of the trade secret was:

a. Derived from or through a person who had utilized improper means to acquire it;

b. Acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use; or

c. Derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use; or

3. Before a material change of her or his position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

(3) "Person" means a natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or any other legal or commercial entity.

(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.

The Follow Up Boss API Terms of Use (https://docs.followupboss.com/reference/getting-started) clearly states, "FUB customers remain the owner of all business information and data uploaded to our service as set forth in our Terms of Service and Privacy Policy and the data use restrictions herein do not apply to a FUB customer's use of their own data." As such, our client may have claims against Zillow including but not limited to breach of contract and fiduciary duty, conversion, and violation of the Florida Deceptive and Unfair Trade Practices Act under Florida Statutes 501.204, and The Florida Uniform Trade Secrets Act (FUTSA).

Jean Scott Homes attempted to export its data via the Follow Up Boss REST API prior to the November 15, 2025, policy implementation. The API returned data that was intentionally redacted and adulterated by Follow Up Boss and Zillow, rendering the export incomplete and unusable. Specifically:

- Call Records: The API returned approximately 50,502 call records; however, all 50,502 call recording URLs were redacted and replaced with the text "* Recording URL is hidden for privacy reasons *". All call transcripts and AI-generated summaries were withheld entirely. Jean Scott Homes' team members were a party to every one of these phone calls.

- Text Messages: The API returned approximately 160,872 text message records; however, all 160,872 SMS and MMS message bodies were redacted and replaced with the text "* Body is hidden for privacy reasons *". Additionally, approximately 2,921 MMS messages contained media attachments (images, documents) whose URLs were entirely withheld. Jean Scott Homes' team members authored or received every one of these messages.
- Contact and Person Attachments: Approximately 23,735 contact records were retrieved; however, the person attachments and uploaded documents associated with those contacts were not made available through the API export.

The remaining records retrieved include approximately 104,948 notes, 37,342 tasks, 481 deal records, and 418 appointment records, all created by Jean Scott Homes team members at substantial expense of time and money.

WE HEREBY DEMAND that you immediately discontinue your use of our client's property and return such to our client in its entirety, without adulteration, embellishment, or redaction, as follows:

1. Access to Jean Scott Homes' complete data and metadata via all API GET endpoints documented in the Follow Up Boss API Documentation (https://docs.followupboss.com/reference/getting-started), with an increased API rate limit commensurate with one-time migration industry standards, without adulteration, embellishment, or redaction. Unredacted API access shall remain available for a minimum of fourteen (14) consecutive calendar days following no fewer than ten (10) calendar days advance written notice to our office of its activation, to allow sufficient time for script development, data extraction, and integrity verification. Data to be made available includes but is not limited to:

a. /v1/people and /v1/people/{id} — all contact records, including all standard and custom fields, tags, stages, and assigned agents.

b. /v1/personAttachments/{id} — all file attachments uploaded to the platform by Jean Scott Homes, with all media file URLs accessible and downloadable.

c. /v1/calls and /v1/calls/{id} — all call records, including call recording and voicemail media file URLs, call transcripts, and AI-generated summaries.

d. /v1/textMessages and /v1/textMessages/{id} — all SMS and MMS message records, including complete and unredacted message bodies and MMS media file URLs.

e. /v1/notes/{id} — all notes created by Jean Scott Homes team members.

f. /v1/deals and /v1/deals/{id} — all deal and transaction records and associated deal attachments.

g. /v1/tasks and /v1/tasks/{id} — all task records.

h. /v1/appointments and /v1/appointments/{id} — all appointment records.

i. /v1/customFields — all custom field definitions created by Jean Scott Ho mes.

j. All remaining GET endpoints documented in the Follow Up Boss API Documentation that return data owned by or created by Jean Scott Homes.

2. Alternatively, a complete data export conforming to the following specifications:

a. All data and metadata shall be provided in machine-readable JSON format conforming to ISO/IEC 21778:2017, without adulteration, embellishment, or redaction, containing the complete data payloads corresponding to every API GET endpoint documented in the Follow Up Boss API Documentation referenced herein.

b. All associated media assets — including but not limited to call recordings, voicemail recordings, MMS image and video attachments, and document uploads — shall be provided as individual, distinct files in their original, unadulterated formats and quality. Consolidating, compressing, merging, re-encoding, or otherwise altering these files is unacceptable.

c. The exported JSON records must maintain strict referential integrity with all delivered media files. Every media reference contained within the JSON data (including but not limited to media_url, recording_url, and attachment fields) must correspond directly to a delivered media file, identifiable by a matching file name, unique identifier, or relative file path explicitly contained within the JSON record. Providing JSON records containing dead, inaccessible, or internally-gated URLs without corresponding delivered files shall be considered an incomplete and adulterated export.

Our client has offered, and continues to offer, to pay a reasonable accommodation fee of Four Hundred Dollars ($400.00) to cover the engineering costs associated with removing the privacy redaction filters and facilitating the data export described herein. Based on the Follow

Up Boss API's published documentation, this is a one-time migration operation that our client is prepared to have developed and executed independently once unredacted access is restored.

We further demand payment of legal costs associated with our client's need to obtain representation in this matter, less the $400.00 accommodation fee referenced above, within **thirty (30) days** from the date of this letter and request an agreement reflecting such.

Failure to respond to this letter within **thirty (30) days** will result in our client filing a lawsuit against you. Please respond to this correspondence as soon as possible by emailing our office at jenglert@theorlandolawgroup.com. Our client has authorized our firm to pursue damages to the fullest extent allowed under Florida Law against you including but not limited to seeking an award of attorney fees and costs for the necessity of legal action.

Thank you for your prompt attention to this matter. You may contact my office if you have any questions. Please govern yourself accordingly.

Sincerely,



Jennifer A. Englert, Esq.

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