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THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT
GMC

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Zillow Group, Inc. et al.

Plaintiff,

v.

Midwest Real Estate Data LLC et al.

Defendant.

Case No.: 1:26-cv-05451

**GEODOMA'S STATEMENT IN
SUPPORT OF NEITHER PARTY**

Judge: Hon. John J. Tharp Jr.

STATEMENT

Your Honor, according to the HousingWire article titled ***Zillow says MRED, Compass used MLS rules to pressure its listing standards***, published on July 2, 2026, by Brooklee Han -

In contrast, Zillow's chief financial officer Jeremy Hoffman testified that the harm from losing MRED's feed cannot be reduced to a number. "If we lose access to listings, highly likely ***we lose access to consumers, we lose advertisers***," he said. "Our brand promise is broken." (Source: <https://www.housingwire.com/articles/zillow-mred-idx-vow-hearing/>)

Under oath, Zillow's CFO admitted that Zillow is an advertising platform that serves real estate brokers as ***advertising customers***. There are no exemptions under Section 8 of RESPA for advertising sales tied to the outcome of successful transactions based on a percentage of brokerages' commissions. See Taylor v. Zillow, Inc., 2:25-cv-01818 (W.D. Wash. Oct. 6, 2025) (Doc. 7)

Zillow CFO's testimony simply CANNOT be reconciled with Zillow's Complaint (ECF 1) pleadings where Zillow states that it is "*a licensed real estate brokerage in 50 states and the District of Columbia*" and "*a competitor in the Brokerage Services market. Zillow, Inc. is a licensed real estate brokerage and maintains a real estate brokerage license in Illinois, License No. 478012434. Through its Preferred agent programs, **Zillow shares in compensation from other cooperating licensed real estate brokers pursuant to a brokerage-to-brokerage agreement.** Zillow operates differently from a traditional brokerage in some ways, but offers many of the services provided by brokerages, such as connecting potential home buyers with agents and sellers.*"

Zillow wants this Court to accept the absurd notion that Zillow is both (1) an advertising platform, and (2) a real estate brokerage. Zillow MUST make such absurd argument whenever federally-funded loans are involved, because for Zillow Preferred (Flex) ~40% "success fees" to

be lawful, the arrangement MUST meet 12 U.S.C. 2607(c)(3) and 12 C.F.R. 1024.14(g)(1)(v) exemption that allows payments pursuant to cooperative brokerage and referral arrangements between real estate agents and real estate brokers. This limited exemption for kickbacks only applies to fee divisions within real estate brokerage arrangements when all parties act in a real estate brokerage capacity. However, this exemption does not apply to any “upstream” suppliers of advertising services to “downstream” real estate brokers. The Supreme Court, in Ohio v. Am. Express Co., 138 S. Ct. 2274, 201 L. Ed. 2d 678 (2018), also recognized a two-sided platform to “facilitate a single, simultaneous transaction” that offers “different products or services to two different groups who both depend on the platform to intermediate between them.” Even if this Court is to ignore all supporting information in my STATEMENTS IN SUPPORT OF NEITHER PARTY (ECF 17; ECF 59; ECF 90), Zillow CFO’s testimony made under oath cannot be ignored.

Zillow’s brand promise was broken in 2018, when they devised their RICO-banned fraudulent enterprise in a greater effort to steal over \$5 billion in RESPA-banned kickbacks in collusion with over 100,000 Zillow Preferred (Flex) partner agents affiliated with every major real estate brokerage in America (in violation of, inter alia, 15 U.S.C. § 45, RESPA 12 U.S.C. § 2607, 12 C.F.R. § 1024.14 as well as racketeering activities within the meaning of RICO 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c), by using wire facilities, in violation of 18 U.S.C. § 1343 (wire fraud). See Exhibit A)

A Complaint may be dismissed for “failure to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6). “*To survive a motion to dismiss, a complaint must contain **sufficient factual matter**, accepted as true, to ‘state a claim to relief that is plausible on its face.’*” Ashcroft v. Iqbal, 556 U.S. 662, 678, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009) (quoting

Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007)); accord Twombly, 550 U.S. at 555, 127 S.Ct. 1955 (“**Factual allegations** must be enough to raise a right to relief above the speculative level, on the assumption that all the allegations in the complaint are true (even if doubtful in fact).” (internal citation omitted)). “A claim has facial plausibility when the plaintiff pleads **factual content that allows the court to draw the reasonable inference** that the defendant is liable for the misconduct alleged.” Iqbal, 556 U.S. at 678, 129 S.Ct. 1937.

Zillow’s Complaint (ECF 1), where Zillow identifies itself as “a licensed real estate brokerage in 50 states and the District of Columbia” and “a competitor in the Brokerage Services market,” plainly fails to meet the “*factual allegations*” standard when taken together with Zillow CFO’s sworn testimony that admits that Zillow is an advertising platform that serves real estate brokers as **advertising customers**.

At the very least, Zillow needs to file an Amended Complaint to clearly identify itself as an advertising platform (that partakes ~40% “success fees” kickbacks from RESPA-covered real estate brokerage commissions, since 2018). Until this logical conflict is resolved, how can this Court grant anything to Zillow? There are no “square triangles,” or advertising platforms competing “*in the Brokerage Services market*” under U.S. law.

Thank you for your time,

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 7, 2026

/s/ Dmitry Shkipin

Dmitry Shkipin, pro se

Exhibit A

GEODOMA'S STATEMENT IN SUPPORT OF NEITHER PARTY

Case No.: 1:26-cv-05451

Zillow Group, Inc. et al. v. Midwest Real Estate Data LLC et al.

Litesand

Antitrust, real estate, e-commerce, fintech, proptech, bigtech

Steering, Kickbacks, Racketeering, Price Fixing, IPCs fraud, and Rebate Bans Harm All Consumers, Our Government, and Lawful Competitors



Selling Sunset (American reality television series created for Netflix) is NOT how our real estate market works. This is how it works in the real world:

- Massive “Referral Networks,” (e.g., [Opendoor.com Partner Program](#) [mellohome.com](#) (loanDepot) [Tomo.com](#) (Moto Real Estate) [Better.com](#) Real Estate [OwnUp.com](#) (dba Own Up, RateGravity) [FastExpert.com](#) [Offerpad.com](#) [HomePro](#) [AmeriSaveRealty.com](#) [AtClosing.com](#) [Review Newzip.com](#) (dba Realeaux) [HomeAdvantage.com](#) [HomeStoryRewards.com](#) [AgentFix up.com](#) [SOLD.com](#) [LemonBrew.com](#) [ClosingLeads.com](#) [55places.com](#) [Neighborhoods.com](#) [NavyFederalRealtyPlus.com](#) [KelleyBlueBook Homes.com](#) [MyAgentFinder.com](#) [BoomTown](#) [HomeAndMoney.com](#) [BoomTown](#) [RealEstateAgentsITrust.com](#) [Glenn Beck](#) [RamseySolutions.com](#) [TopAgentsRanked.com](#) [ReferralExchange](#) [UpNest.com](#) [Realtor.com](#) [PLACE.com](#) [HomeGenius.com](#) [Radian](#) [IdealAgent.com](#) [RealEstateAgents.com](#) (ReferralExchange) [HomeBuyerConnections.com](#) [AgentPronto.com](#) [Estatefy.com](#) [ReferralExchange.com](#) [Landed.com](#) [HouseTea.com](#) [HouseWhisper.ai](#) [GetRidley.com](#) (Ridley) [TrueParity.com](#) [ComeHome.com](#) (HouseCanary) [Lower.com](#) (Movoto OJO) [NAFHomes.com](#) (New American Funding) [ListWithClever.com](#) (Clever Real Estate) [Realtor.com](#) (ReadyConnect OpCity UpNest) [VeteransUnitedRealty.com](#) (Veterans United Home Loans) [RocketHomes.com](#) (Redfin Partner Program) [Zillow.com](#) [Preferred](#)

[Flex HomeLight.com](#) [EffectiveAgents.com](#) [HomesForHeroes.com](#)

and similar [sham arrangements](#)), scam consumers blind with ~25% to ~40% RESPA-banned “success fees” kickbacks in the middle of a housing affordability crisis and engage in false advertising and unlawful steering practices, *in violation of, inter alia*, 15 U.S.C. § 45, RESPA 12 U.S.C. § 2607, 12 C.F.R. § 1024.14 as well as racketeering activities within the meaning of RICO 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c), by using wire facilities, in violation of 18 U.S.C. § 1343 (wire fraud) that amount to over \$15 billion every year, stolen from the \$100 billion Consumers spend on real estate commissions.

- By working together as part of an enterprise and using interstate wire communications in furtherance of their fraudulent scheme, “Referral Networks” conspire with unaffiliated real estate brokerages (such as [Side.com](#) [TheJasonMitchellGroup.com](#) [LPTRealty.com](#) [UnitedRealEstate.com](#) [HomeSmart.com](#) [NextHome.com](#) [FathomRealty.com](#) [WestUSA.com](#) [RealtyExecutives.com](#) [TheAgencyRE.com](#) [SERHANT.com](#) [Corcoran.com](#) [Intero.com](#) [RealtyOneGroup.com](#) [SothebysRealty.com](#) [ERA.com](#) [Compass.com](#) [ColdwellBanker.com](#) [ChristiesRealEstate.com](#) [CENTURY21.com](#) [BHGRE.com](#) [atProperties.com](#) [Anywhere.re](#) [VyllaHome.com](#) [Windermere.com](#) [EVrealestate.com](#) [HowardHanna.com](#) [oneREAL.com](#) [KW.com](#) [Elliman.com](#) [BHHS.com](#) [HomeServices.com](#) [eXpRealty.com](#) [REMAX.com](#) etc.) that further engage in fiduciary duty fraud, false advertising, and unlawful steering practices, *in violation of, inter alia*, 15 U.S.C. § 45, RESPA 12 U.S.C. § 2607, 12 C.F.R. § 1024.14, and as a co-conspirators in “Referral Networks” racketeering activities within the meaning of RICO 18 U.S.C. §§ 1961(1), 1961(5) & 1962(c), by using wire facilities, in violation of 18 U.S.C. § 1343 (wire

fraud).

- Certain “Referral Networks” (such as [IdealAgent](#) [Clever Real Estate](#) [Better Real Estate](#) [Tomo](#) [Blend Realty](#) [mellohome](#) [Rocket Homes](#) [HomeLight](#) [HomeStory](#) etc.) not only collect RESPA-banned kickbacks from real estate commissions, but they also engage in per se illegal price-fixing of listing commissions and buyer broker rebates for real estate brokerages (such as [Side.com](#) [TheJasonMitchellGroup.com](#) [LPTRealty.com](#) [UnitedRealEstate.com](#) [HomeSmart.com](#) [NextHome.com](#) [FathomRealty.com](#) [WestUSA.com](#) [RealtyExecutives.com](#) [TheAgencyRE.com](#) [SERHANT.com](#) [Corcoran.com](#) [Intero.com](#) [RealtyOneGroup.com](#) [SothebysRealty.com](#) [ERA.com](#) [Compass.com](#) [ColdwellBanker.com](#) [ChristiesRealEstate.com](#) [CENTURY21.com](#) [BHGRE.com](#) [atProperties.com](#) [Anywhere.re](#) [VyllaHome.com](#) [Windermere.com](#) [EVrealestate.com](#) [HowardHanna.com](#) [oneREAL.com](#) [KW.com](#) [Elliman.com](#) [BHHS.com](#) [HomeServices.com](#) [eXpRealty.com](#) [REMAX.com](#) etc.) when making illegal referrals and engage in market price-fixing practices, *in violation of, inter alia*, *Sherman Antitrust Act 15 U.S.C. § 1*.
- [National Association of REALTORS® \(NAR\)-affiliated MLSs](#) Clear Cooperation Policy (CCP) restrains trade in the MLS market, where “[NAR’s] Clear Cooperation Policy prevented innovative competitors from entering the market and growing large enough to meaningfully compete with the MLSs, leaving both buyers’ agents and sellers’ agents with fewer choices, supra-competitive prices, and lower quality products.” [The PLS.com, LLC v. National Association of Realtors 32 F.4th 824, 839 \(9th Cir. 2022\)](#) *in violation of, inter alia*, *Sherman Antitrust*

Act 15 U.S.C. § 1.

- [National Association of REALTORS® \(NAR\)-affiliated MLSs and Zillow](#) have maintained a broad non-compete agreement since Zillow's inception, which was only recently breached with the introduction of Zillow Preview, *in violation of, inter alia, Sherman Antitrust Act 15 U.S.C. § 1.*
- [Compass Brokerage](#), to “double-end” their commissions with a 3-Phase Marketing (3PM) strategy, steers their own buyer clients toward pre-marketed listings that Compass KNOWS are overpriced by 2.9%. In these ~6% of Compass 3PM home sales that actually do sell in pre-marketing phase (~94% of Compass 3PM listings fail to sell off-MLS and continue to be listed on MLSs), Compass favors the home seller by initially overpricing 3PM listings by 2.9%. Pre-marketed listings do not have to be priced lower because there are no “Days on Market” and “Price History” associated with pre-marketing. Pre-marketed listings allow home sellers to list their home for 2.9% more without the downside of the MLS-tracked metrics. Alas, this also means that Compass (when it represents both the home seller and the homebuyer as a “dual agent” in ~6% of Compass 3PM home sales) must steer BUYER clients toward homes that they KNOW are overpriced by 2.9% in thier greater efforts to “double-end” the deal. Subject to this math, in ~6% of Compass 3PM home sales Compass BUYER clients overpay for homes by about \$200 million every year. This conduct violates the fiduciary duty to Compass BUYER clients, by self-admission on the Compass website, *in violation of, inter alia, brokerage fiduciary duty*

laws in most (if not all) U.S. states

- [National Association of REALTORS® \(NAR\)-affiliated MLSs](#) caused over \$225 billion (this figure is based on a \$1.8 billion verdict in Burnett et al. and Moehrl et al. cases extrapolated nationwide) in price-fixing damages (*in violation of, inter alia, Sherman Antitrust Act 15 U.S.C. § 1, up until October 2023*) in collusion with NAR-affiliated MLS Participants real estate brokerages (such as [Side.com](#) [TheJasonMitchellGroup.com](#) [LPTRealty.com](#) [UnitedRealEstate.com](#) [HomeSmart.com](#) [NextHome.com](#) [FathomRealty.com](#) [WestUSA.com](#) [RealtyExecutives.com](#) [TheAgencyRE.com](#) [SERHANT.com](#) [Corcoran.com](#) [Intero.com](#) [RealtyOneGroup.com](#) [SothebysRealty.com](#) [ERA.com](#) [Compass.com](#) [ColdwellBanker.com](#) [ChristiesRealEstate.com](#) [CENTURY21.com](#) [BHGRE.com](#) [atProperties.com](#) [Anywhere.re](#) [VyllaHome.com](#) [Windermere.com](#) [EVrealestate.com](#) [HowardHanna.com](#) [oneREAL.com](#) [KW.com](#) [Elliman.com](#) [BHHS.com](#) [HomeServices.com](#) [eXpRealty.com](#) [REMAX.com](#) etc.) litigated in Gibson et al. and Tuccori et al. lawsuits. Across both lawsuits, Defendants are currently making an attempt (Gibson et al. settlement is under an appeal; Tuccori et al. settlement is pending final approval) to settle all this massive nationwide price-fixing fraud at a ratio of 200/1 (a half-of-a-penny-on-a-dollar). To cover over \$225 billion in estimated damages, the settling Defendants have collectively agreed to contribute only \$1.07 billion (\$957,023,154 + \$120,334,500). Class action attorneys (who will, of course, take ~40% attorneys fees from the \$1.07 billion) have proclaimed this half-of-a-penny-on-a-dollar settlement, by any measure, “an exceptional result for the Settlement Class.” See [Tuccori v. At World](#)

Properties, LLC, 1:24-cv-00150 (N.D. Ill. May 29, 2026) (Doc. 180)

- Since August 17, 2024, National Association of REALTORS® (NAR)-affiliated MLSs and NAR-affiliated MLS Participants knowingly lie about GSEs' Interested Party Contributions (IPCs) limits applicability toward buyer-paid commissions of NAR-affiliated MLS Participants real estate brokerages (such as Side.com TheJasonMitchellGroup.com LPTRealty.com UnitedRealEstate.com HomeSmart.com NextHome.com FathomRealty.com WestUSA.com RealtyExecutives.com TheAgencyRE.com SERHANT.com Corcoran.com Intero.com RealtyOneGroup.com SothebysRealty.com ERA.com Compass.com ColdwellBanker.com ChristiesRealEstate.com CENTURY21.com BHGRE.com atProperties.com Anywhere.re VyllaHome.com Windermere.com EVrealestate.com HowardHanna.com oneREAL.com KW.com Elliman.com BHHS.com HomeServices.com eXpRealty.com REMAX.com etc.) imposed upon by the terms of the Gibson et al. antitrust settlement with home sellers. IPCs are contributions made by third parties with a vested interest in the transaction to cover costs that are the buyer's responsibility. Since August 17, 2024, NAR-affiliated MLS Participants have been knowingly baking in buyer-paid closing costs into federally-funded loans as seller-paid commissions outside GSEs IPCs caps. This is a \$500 billion False Claims Act (FCA) fraud over seven years, until August 17, 2031 when the Gibson et al. settlement terms are set to expire. This affects every NAR-affiliated MLS Participant. This is the primary reason why "nothing has changed" in how commissions are paid and also why commissions have gone UP since the settlement took effect in 2024. (See Tuccori v. At World Properties, LLC, 1:24-cv-00150 (N.D. Ill. Apr. 21, 2026) (Doc. 149)

and <https://geodoma.com/ipcs-limits>). A viable claim for fraud under the False Claims Act (FCA) requires the false claim or statement to be “knowing” and “material.” The False Claims Act defines “knowingly” to mean that a person or entity “has actual knowledge of the information; acts in deliberate ignorance of the truth or falsity of the information; or acts in reckless disregard of the truth or falsity of the information.” In other words, the False Claims Act requires more than mere negligence or a simple mistake to hold a person liable. Both “knowing” and “material” elements exist here, because National Association of REALTORS® (NAR) knows about GSEs IPCs limits and had explicitly requested guidance from the GSEs about the applicability of IPCs limits against Gibson et al. Settlement Agreement. However, in their response to National Association of REALTORS® (NAR), Fannie Mae, Freddie Mac, and the FHA merely clarified the existing IPCs limits guidance that “*If a seller or seller’s real estate agent continues to pay the buyer’s real estate agent commission in accordance with local common and customary practices, these amounts are not required to be counted towards the IPC limits for the transaction.*” (Source: <https://singlefamily.fanniemae.com/media/38706/display>). GSEs never made any “*explicit confirmations that commissions for buyer agents paid by the seller would not count against the buyer*” when working with NAR-affiliated MLS Participants buyer brokers post-settlement. On the contrary, under the Gibson et al. Settlement Agreement, buyer-paid commissions very much DO “count against the buyer” when working with NAR-affiliated MLS Participants buyer brokers. National Association of REALTORS® (NAR)’, NAR-affiliated MLSS’ and NAR-affiliated MLS Participants’ “knowing” and “material” lies about the GSEs IPCs limits applicability toward

NAR-affiliated MLS Participants' buyer-paid commissions is **a cardinal violation of, inter alia, False Claims Act (FCA) 31 U.S.C. §§ 3729 – 3733.**

- [Eleven U.S. states \(Alaska, Oregon, North Dakota, Kansas, Oklahoma, Missouri, Louisiana, Mississippi, Alabama, New Jersey and Tennessee\)](#) hold anticompetitive buyer broker rebate bans (on Geodoma, Real estate professionals may make [optional cooperative Buyer Agent Commissions offers only in jurisdictions where buyer agent rebates are allowed by state law.](#)) Although, anticompetitive state laws do not automatically violate federal law, due to the [state-action doctrine \(established in Parker v. Brown, 317 U.S. 341\)](#) if a two-pronged requirement is met (There must be a clearly articulated policy to displace competition; and There must be active supervision by the state of the policy or activity) these rebate bans **could be a violation of, inter alia, Sherman Antitrust Act 15 U.S.C. § 1.**

These are all facts (as opposed to a witch hunt against blanket notion that “Realtor commissions are too high” or that the 3% of “Institutional buyers are making homes more expensive”). This is day-to-day ongoing unlawful conduct that involves a series of breaches of cardinal laws in the residential real estate and online real estate marketplaces/MLS industries, nationwide.

Common objections to my content includes:

Q: A viable savings mechanism will solve for all of this, right?

A: Negative. [Consumers will be sold fraud and fraud alone, until all of](#)

this is resolved. Lawful businesses cannot plausibly offer a legitimate substitute in competition with all this massive fraud. Almost all brokerages that offered commissions savings have failed and will continue to fail. Massive RESPA/RICO banned cartels starting with Zillow Preferred (Flex) and ending with HomeLight are engaged in \$15 billion RESPA-banned kickbacks theft annually. Most Consumers do not know (and are not expected to know) about Section 8 of RESPA, IPCs limits, antitrust laws, etc. when buying or selling homes.

Q: Class action lawsuits will solve for all of this, right?

A: Negative. Class action attorneys are only interested in taking a 40% cut from settlements (even if the outcome is a half-of-a-penny-on-a-dollar settlement for Consumers.) Moreover, class action attorneys cannot take 40% from practice changes, so they are not interested in any meaningful changes post-settlement. Our federal court system systematically allows for a fraction-of-a-penny-on-a-dollar settlements without meaningful practice changes to take place. Class action litigation is merely consequence of fraud, it is not a solution. Profitable, consumer-centric real estate market organically avoids exigent costs of litigation by not breaking the law. The industry had largely avoided the fallout from thier illegal conduct, specifically because (1) Consumers never got thier money from any fraction-of-a-penny-on-a-dollar settlements, and (2) National Association of REALTORS® (NAR)-affiliated MLSS' and NAR-affiliated MLS Participants' "knowing" and "material" lies about the GSEs IPCs limits applicability toward NAR-affiliated MLS Participants buyer-paid commissions. The U.S. residential real estate industry jumps lawsuit to lawsuit, like a drug addict who jumps from one drug to a more harmful one – a road to nowhere.

Q: The industry wants transparency, and market forces will solve for all of this, right?

A: Negative. The industry is neck-deep in RESPA/RICO fraud, and will not even admit to any of these violations of law until forced with a Court Order. Not a single major brokerage (since my Amicus Briefs in (1) [Taylor v. Zillow, Inc., 2:25-cv-01818 \(W.D. Wash. Oct. 6, 2025\) \(Doc. 7\)](#); (2) [Waller v. Rocket Companies, Inc., 2:26-cv-10270 \(E.D. Mich. Apr. 10, 2026\) \(Doc. 17\)](#); (3) [Peyton v. Veterans United Home Loans et al, 2:26-cv-04039 \(W.D. Mo. May 6, 2026\) \(Doc. 35\)](#) RESPA/RICO class action lawsuits were posted) came forward and declared that they will stop shelling out illegal kickbacks into any “Referral Networks.” [eXp Realty even went a step further to disclose illegal kickbacks](#), (as if any such disclosure does anything to cure their violations of Section 8 RESPA kickbacks ban). Despite the illegality and the class action lawsuits posted with regards to these ~40% RESPA-banned kickbacks, every major brokerage in America continues to shell them out.

Q: We don’t even need to solve any of this, people are buying and selling homes right now, so everything is working as it should, right?

A: Negative. Whenever cardinal laws are breached, any revenues that come from the illegal conduct is an equivalent of rat poison. One cannot do business in trust-based real estate markets by breaking the law and expect nothing to happen. [Today, almost every major real estate brokerage in America violates multiple federal laws criminally, including Section 8 of RESPA, Section 1 of the Sherman Antitrust Act, and RICO.](#)

Q: How are you solving for any of this?

A: There are two narrow pathways to a solution. Both of these pathways require one to identify Items (1) – (9) listed above first. The content posted in my Editorials/Reviews merely identifies and describes these problems correctly. My solutions live elsewhere (specifically [HomeOpenly](#) and [Geodoma](#) are the blueprints for how healthy digital real estate platforms should work and function.) Incidentally, [HomeOpenly](#) was shut down on July 19, 2024, after in my civil lawsuit with [HomeLight](#), the [United States District Court for the Northern District of California](#) had reasoned that my California UCL claim to protect the interests of the RESPA-compliant [HomeOpenly](#) platform had failed to allege causation under [California UCL](#) and denied me standing to sue [HomeLight](#) entirely: *“Even assuming it were illegal for HomeLight to charge [RESPA-banned] commissions to agents who accept its referrals, Mr. Shkipin’s allegations that he was injured by HomeLight charging [RESPA-banned] commissions to third party agents are implausible. He does not allege, for example, that he ever paid such a [RESPA-banned] commission, either directly or indirectly. And, as discussed above, the alleged fact that HomeLight charged its agents [RESPA-banned] commissions would seem to increase agents’ incentive to use (and advertise on) a [RESPA-compliant] platform like HomeOpenly that does not.”* [HomeLight, Inc. v. Shkipin, 721 F. Supp. 3d 1019, 1024 \(N.D. Cal. 2024\)](#). Whenever federal courts deny lawful platforms standing to sue fraud that openly operates and harms our products in our target market, such decisions also disrupt incentives to develop lawful alternatives. One thing is for fraud to scale, but it is an entirely different thing for our federal court system to deny lawful businesses [Constitutional rights under Article III](#) to stop fraud that operates in

our TAMs. Today, we have only a handful of lawful RESPA-compliant platforms, such as [CoStar Homes.com and Geodoma](#).

About Brokerages and “Referral Networks” Reviews

These are genuine, independent, and unpaid editorial reviews for brokerages and “referral networks.” There are no commercial agreements (paid or otherwise) between the author and any of the reviewed businesses.

Consumers may post helpful, independent comments about any business with any sentiment (Consumers may also [use Geodoma to post Consumer reviews with ratings and tracking](#) for select entities mentioned here.) Brokerages and “referral networks” can never ask to remove legitimate Consumer comments. All user comments are protected by the Consumer Review Fairness Act (CRFA), which safeguards people’s ability to share their honest opinions about a business.

Brokerages and “referral networks” were explicitly notified about these reviews. Although brokerages and “referral networks” are not required to respond, the author did not receive any formal correction notices or objections. This, in effect, means that brokerages and “referral networks” are unable to formally address their illegal conduct.

About the Author

Dmitry Shkipin operates [Geodoma](#) and is a well-known critic of illegal referral fees charged by so-called “paper brokerages” that organize real estate agents into “referral fee networks” and don’t actually buy and sell property (acting in RESPA/RICO collusion with all major real estate brokerages).

The information presented in these reviews is 100% accurate and an objective analysis of massive and ongoing RESPA fraud in the U.S. residential real estate industry.

The so-called “no upfront costs referral networks,” “agent-matching services,” “pay-at-close companies,” and “referral fee programs” are not genuine brokerages acting in a brokerage capacity. (Source: <https://www.housingwire.com/articles/opinion-broker-to-broker-referral-exemption-does-not-apply-to-agent-matching-platforms/>)

Every year, illegal RESPA-banned referral fees from so-called “paper brokerages” inflate real estate commissions by \$15B. (Source: <https://www.inman.com/2022/10/07/referral-fees-from-so-called-paper-brokerages-including-zillow-inflate-commissions-by-15b-a-year-ceo/>)

This Editorial is published as one of the series of reviews <https://litesand.wordpress.com/category/reviews/>



Author: Litesand

Antitrust, real estate, e-commerce, fintech, proptech, bigtech

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