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THOMAS G. BRUTON
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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,

- (1) Compass and MRED have a vertical relationship.
- (2) Compass and Zillow have a vertical relationship.
- (3) Compass and Realtor.com (OpCity-UpNest) have a vertical relationship.
- (4) Compass and CoStar Homes.com have a vertical relationship.
- (5) *Compass and Redfin have a horizontal relationship.***

Both Redfin and Compass were sued in the Gibson et al. class action lawsuit as co-conspirators in a nationwide NAR-affiliated MLSs price-fixing conspiracy – because they provide brokerage services and were bound by NAR-affiliated MLSs' anticompetitive rules. See Tuccori v. At World Properties, LLC, 1:24-cv-00150 (N.D. Ill. Apr. 21, 2026) (Doc. 149)

Under RESPA, both Redfin and Compass are “real estate agents or real estate brokers” that deliver “services provided in connection with a prospective or actual settlement” ... “for which a settlement service provider requires a borrower or seller to pay.” 12 C.F.R. § 1024.2(b)(29)(14).

There is a common misconception that Redfin acts in a platform capacity, specifically because over 40% of Redfin sales are “farmed out” to direct brokerage competitors through the Redfin Partner Program. Since Rocket Companies merged with Redfin Corporation, they very quietly incorporated the Rocket Homes Partner Program into the Redfin Partner Program. (Unlike Zillow, Realtor.com (OpCity-UpNest), Rocket Homes, and CoStar Homes.com) Redfin is a tech-enabled real estate brokerage with about 1,500 Redfin Agents. Redfin maintains a horizontal customer allocation network of about 11,000 (plus about 85,000 from Rocket Homes) third-party real estate agents across almost every major real estate brokerage in America. See Waller v. Rocket Companies, Inc., 2:26-cv-10270 (E.D. Mich. Apr. 10, 2026) (Doc. 17)

This vertical relationship dilemma was already resolved in my civil lawsuit with HomeLight, Inc. (a single-person brokerage that holds a “paper” brokerage license in the State of California https://www2.dre.ca.gov/publicasp/ppinfo.asp?License_id=01900940 which is continually used, since 2012, to illegally collect 25% to 33% in RESPA-banned kickbacks from over 1,200,000 customers nationwide when referring them to +/-28,000 so-called “partner agents”) when I raised a Sherman Antitrust Act claim against HomeLight, Inc. In 2022, I asserted that HomeLight, Inc. acts as a licensed real estate brokerage and allocates its own brokerage customers to direct brokerage competitors. Not so, according to the federal court in that dispute. When I raised my Section 1 antitrust claim (to protect the interests of the RESPA-compliant HomeOpenly platform that matched real estate agents with homebuyers and sellers subject to 0% referral fees) against HomeLight, Inc., the United States District Court, Northern District of California reasoned that no “horizontal agreement” is plausible between HomeLight, Inc. and “partner agents” (*emphasis added*) –

“The first agreement that Mr. Shkipin alleges violates Section 1 is HomeLight's explicit referral agreement with each of its partner agents. The separate parties are HomeLight on one side and an individual partner agent on the other. The one-page agreement, attached as Exhibit I, specifies that if HomeLight sends a client to an agent who then closes a transaction, the agent agrees to pay HomeLight 25% of the gross commission from the sale.

Mr. Shkipin calls this a “price-fixed blanket referral agreement[],” but he does not plead facts establishing a per se horizontal price fixing violation. ***To start, even though HomeLight is a licensed brokerage, in the context of this agreement HomeLight and agents are not acting as horizontal competitors agreeing to charge customers the same price for a service they both offer.*** If HomeLight had agreed with a competing network like Zillow or Redfin to each charge agents the same referral fee, that would clearly be horizontal price fixing and a per se violation. See Freeman v. San Diego Ass'n of Realtors, 322 F.3d 1133, 1144 (9th Cir. 2003) (finding per se price fixing when eleven Multiple Listing Service operators agreed to charge subscribers the same support fee). ***But, as pleaded in Mr. Shkipin's countercomplaint, HomeLight's referral is better thought of as a vertical input to the partner agent's ultimate sale. The fee is simply the price of that input.*** See PLS.Com, LLC v. Nat'l Ass'n of Realtors, 32 F.4th 824, 833 (9th

Cir. 2022) (characterizing real estate agents as “consumers” of inputs like listing network services). And unlike forms of vertical price fixing like “price maintenance agreements” in which suppliers set the lowest ultimate price that distributors can charge, HomeLight's referral fee does not specify the total commission an agent must charge. See Leegin Creative Leather Prods., Inc. v. PSKS, Inc., 551 U.S. 877, 882 (2007). Under the terms of the agreement as pleaded, agents can charge whatever commission they want, so long as they pay 25% to HomeLight.” HomeLight, Inc. v. Shkipin, 694 F. Supp. 3d 1242, 1250 (N.D. Cal. 2023)

Even though both Compass and Zillow admit that Zillow is an advertising platform, neither party wants to admit that this is also a serious problem for BOTH of them - the Zillow Preferred (Flex) program requires a broker-to-broker exemption to apply to Zillow's ~40% “success fees” – otherwise the fee is *de facto* illegal under Section 8 of RESPA. Even though Compass is not (yet) explicitly named in Taylor et al. RESPA/RICO lawsuit, they are tacitly included as “unnamed co-conspirators.” See Taylor v. Zillow, Inc., 2:25-cv-01818 (W.D. Wash. Oct. 6, 2025) (Doc. 7)

As this Court is well aware, a “horizontal restraint” is fundamentally distinguished from a “vertical restraint” that governs the relationship between suppliers and customers. In real estate, online digital platforms and MLSs serve *bona fide* real estate brokers as our customers – a “paper” brokerage license does not change the nature of the vertical servicer-customer relationship. In fact, MRED refuses to enforce the following provision against Zillow “paper” brokerage and gives Zillow illicit IDX access as a shell entity:

“Except as otherwise expressly authorized by MRED, or as provided pursuant to an International Entity Agreement approved by MRED, ***mere possession of a broker's license is not sufficient to qualify for Service Participation.*** Rather, the requirement that an individual or firm cooperates means that ***the Participant actively endeavors during the operation of its real estate business*** to list real property of the type listed on the Service and/or to represent buyers or tenants in purchasing or leasing properties of the type listed in the MLS.” (Source: <https://www.mredllc.com/comms/resources/MREDRulesAndRegulations.pdf>)

This Court may think that I am being excessive and immoderate in trying to make the exact same point, over and over. Maybe. However, neither party in this dispute is being honest – both Compass and Zillow violate Section 8(a) of RESPA (specifically because Zillow is a vertically-integrated supplier of referrals to Compass). They MUST lie to hide the premise of this massive mutual fraud, so they DO lie. Zillow’s RICO-banned fraudulent enterprise increases commissions Consumers pay when buying homes. Instead of competing for Consumers by offering ~40% savings (lower commissions and/or buyer broker rebates), Compass (as does every major brokerage) illegally shells out kickbacks into the Zillow platform for referrals. MRED provides Zillow illicit IDX access, which helps Zillow commit RESPA fraud.

Am I being excessive and immoderate, or has the entire real estate industry gone insane? Each RESPA violation carries a year in federal prison; wire fraud carries 20 years. Every single year, Consumers are subjected to about \$15 billion in illegal kickbacks from about \$100 billion spent on real estate brokerage commissions (See <https://www.regulations.gov/comment/CFPB-2024-0021-0948> and <https://www.regulations.gov/document/CFPB-2022-0037-0001>)

On Geodoma, Terms of Service clearly reads:

“All Users in the United States agree to adhere to the RESPA and Regulation X and will not engage in the giving and accepting of any portion, split, or percentage of charges made or received for real estate settlement service business, unless for services actually performed. All Users in the United States must fully read the Real Estate Settlement Procedures Act and CFPB Regulation X before creating an account to ensure compliance.” (Source: <https://geodoma.com/terms>)

Compass, the largest brokerage in America, cannot use my service at all. How exactly are lawful platforms supposed to do business in an environment where every major brokerage commits a federal crime on an ongoing basis? This “paper” brokerage RESPA fraud harms both: open competition and Consumers. I am merely helping this Court: this Court has zero interest in

supporting or advancing fraud against Consumers facing impossible odds in the middle of a housing affordability crisis. This Court is being lied to by Zillow, Compass, and MRED. Every (4) seconds, Zillow violates Section 8 of RESPA, all over again.

“According to Selling Guide B3-4.1-02 Types of Interested Party Contributions (IPCs), buyer agent rebates (such as those from real estate agents or brokers) which are not credited towards the transaction are firmly classified as sales concessions IPCs that take the form of non-realty items and may be paid prior to, at or after closing of the transaction. Sales concessions must be deducted from the property's sales price and the lower of the reduced sales price or appraised value must be used to calculate LTV/CLTV ratios for underwriting and eligibility purposes. Buyer agent rebates must be disclosed to your mortgage lender, even if homebuyer expects to receive their tax-free buyer agent rebate after the transaction.” (Source: <https://geodoma.com/ipcs-limits>)

A ~\$10,000 RESPA-banned kickback that Zillow steals from a ~3% buyer broker commission for steering the homebuyer to Compass on a \$1M home sale, belongs to the homebuyer as a ~\$10,000 tax-free rebate. This theft is the true harm.

Until and only if, Congress repeals RESPA, any operator of a vertically-integrated “agent-matching” or “lead-gen” platform receives a prohibited referral fee in violation of RESPA Section 8 when the operator receives a “thing of value” for referral activity (See: <https://www.federalregister.gov/documents/2023/02/13/2023-02910/real-estate-settlement-procedures-act-regulation-x-digital-mortgage-comparison-shopping-platforms>)

Thank you for your time,

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

Dated: July 10, 2026

/s/ Dmitry Shkipin

Dmitry Shkipin, pro se