



Dmitry Shkipin  
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November 9, 2021

James D. Petruzzi  
4900 Woodway Suite 745  
Houston, Texas 77056  
Telephone: (713) 840-9993  
Facsimile: (713) 877-9100  
JDPetruzzi@Gmail.com  
cc: Mr. Jobe Danganan, HomeLight general counsel

**RE: HomeLight Review Notice to Cease and Desist**

Dear James D. Petruzzi and Jobe Danganan,

My name is Dmitry Shkipin, I currently maintain and operate an online media service hosted under the domain name <https://homeopenly.com/> called HomeOpenly (the “platform”)

HomeOpenly is an e-commerce platform, open media channel, organic network effects engine, home services savings aggregator, and a digital asset that improves homeownership into a transparent, affordable, and open experience. HomeOpenly is not a real estate service, it is a Free Speech platform that provides unbiased and highly accurate information about real estate services in the United States.

This letter is in response to your Notice to Cease and Desist dated November 4, 2021, addressed to a nullified and fully dissolved entity called HomeOpenly, Inc. Please be advised,

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this corporate entity does not exist and all correspondence and notices with regards to the HomeOpenly platform must be addressed to me personally at the address above.

HomeOpenly is an independent and unbiased resource that publishes reviews from our users as well as critic reviews. I personally wrote and am responsible for the editor's review currently published online at <https://homeopenly.com/Reviews/HomeLight>

Please take a moment to review the following arguments as well as the reasoning behind the review as well as some critical recommendations to improve the poor editor's score HomeLight has received from me.

In all my critic reviews, I offer consumers information that is otherwise largely unavailable. As a member of the HomeOpenly team, I publish genuine, independent, and unpaid editorial reviews for residential real estate companies that operate in the United States. Each year I highlight services that bring the best overall value to consumers with the highest editor's rating. There are no commercial agreements (paid or otherwise) between HomeOpenly and the reviewed business. HomeOpenly encourages our users to post helpful and independent reviews about any reviewed business with any sentiment.

HomeOpenly Guidelines for critic reviews must meet all of the following before they are published:

- An authoritative human editor must create, curate, or compile content.
- Editor's review must be genuine, independent, and unpaid editorial.
- Editor's reviews can't be template sentences built from data or automated metrics.
- Editor's reviews should be appropriate for a broad and diverse audience.



- Editor's reviews must allow customers to express both positive and negative sentiments.
- There can't be any commercial agreements (paid or otherwise) between the editor and the reviewed business.

Of course, any vague request for the “blanket” removal of information from the service is impossible to meet. I will not remove accurate information from the service. My service does not violate any trademark laws, and it does not defame HomeLight brokerage. HomeOpenly merely publishes the full truth about HomeLight and actively warns consumers against using it. **HomeLight is one of the greatest real estate scams in modern history. It is a 100% biased pay-to-play scheme. This is a highly accurate description of a highly deceptive scheme that costs consumers billions of USD in junk fees and tens of billions USD in inflated real estate commissions.**

I firmly believe and publish my honest opinion that HomeLight, in its current form, is a “shell” broker fully engaged in a consumer allocation scheme with +/-75,000 independent Realtors across 50 states and Washington, DC. I have further personally submitted a request with the US Federal Trade Commission (US-FTC), Consumer Financial Protection Bureau (US-CFPB), and the US Department of Justice (US-DOJ) asking these agencies to review practices HomeLight engages in. These agencies have authority and an obligation to protect consumers from anticompetitive consumer allocation schemes, fraudulent advertising, kickbacks, and similar practices in a wide spectrum of consumer markets, including real estate services. The real estate industry cannot operate properly and competitively as long as independent Realtors can collude through “hub-and-spoke” consumer allocation and steering schemes, such as HomeLight “shell” brokerage.



The referenced review and other content on HomeOpenly that mentions HomeLight are, in fact, my editorial opinion, and all statements in the review are clearly identified as opinions. The premise of the antitrust law and blanket collusion agreements that I cite as reference is a fact.

HomeLight has received a low editor's score from me, but I am happy to work with you to improve individual statements within the review. Statements factually inaccurate can be updated to reflect accurate information, provided that you can offer me a tangible reason and evidence to support your client's position. My opinions expressed are not facts. For example, I'm happy to look into specific sentences and find better wording where you feel statements are expressed as facts and not as opinions. These requests must, too, identify specific statements and specific justifications for changing or removing each statement. *A "blanket request" for the removal of information from the platform is inadequate.*

I firmly believe that all references to HomeLight services are currently made in good faith and this information is highly valuable to consumers. Writing and publishing accurate critic reviews under the fair use doctrine is a civil right in the United States. This is the basis for an open society and the spirit of unbiased information available over the Internet. HomeOpenly is an independent technology company with a great deal of consumer-focused homeownership information, we respect the open communication process and the excellent user experience it yields.

Any legal action on the grounds for defamation or trademark infringement originated by HomeLight is unwarranted and is a ploy to remove viable, but also unfavorable review that openly exposes HomeLight as a broker-to-broker collusion scheme, a biased pay-to-play mechanism, a massive kickbacks scam, a "shell" brokerage, and a service that engages consumers under a false premise of an unbiased and a free resource to rake their home sale or home purchase transactions with junk fees. **The fact is that HomeLight is not "free and**

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**unbiased” as it claims. HomeLight costs consumers tens of billions of USD in inflated commissions while steering home buyers and home sellers toward a specific set of colluding Realtors in exchange for billions of USD in kickbacks. A strategic lawsuit against public participation (SLAPP) against HomeOpenly, in a blatant attempt to hide this information, will not deliver the HomeLight scam out of this conundrum.**

I agree that legal action in some form here is inevitable. Real estate brokers cannot collude through entering into “blanket” kickback agreements. HomeLight is a broker that provides no tangible services. HomeLight operates by employing reverse competition, consumer allocation, and market allocation with a network of tens of thousands of Realtors. HomeLight further violates trademarks of real estate companies such as Keller Williams, Weichert, Christie's, RE/MAX, ERA, Compass, Coldwell Banker, Better Homes & Gardens, Berkshire Hathaway, eXp Realty, Exit, Fathom, Sotheby's, Century 21, HomeSmart, etc. when it colludes with independent Realtors who are affiliated with these brands.

**No consumer can list or buy any home with HomeLight brokerage anywhere. HomeLight is a “shell” brokerage that operates a massive “hub-and-spoke” broker collusion scheme disguised as a “Realtor matching service” or a “Realtor marketplace.”**

All referral fee scams offer consumers poor user experiences with any combination of pay-to-play mentality, reversed completion, biased results, price fixing, and “blind” match options. This is an industry-wide flaw that has grown into a massive antitrust problem due to the recent VC-PropTech funding boom during 2016-2021. HomeLight, their operators, and their investors are direct beneficiaries of billions USD in kickbacks made from collusion and inflated commissions, further depriving consumers of openly negotiated listing commission savings and buyer rebates when selling and buying homes. **HomeLight makes it more expensive to buy, sell, and own homes in the United States because it deprives consumers of open competition**



**between Realtors. The billions USD in kickbacks HomeLight has received now firmly reside in consumers' mortgages, collecting interest.**

Whenever people build poor business models for the wrong reasons, eventually that fact hits hard against reality. Antitrust law requires all real estate companies to proactively compete with one another to serve consumers. HomeLight brokerage does not compete with other brokers, it allocates markets and consumers with and for them by utilizing massive Google Ads, Facebook Ads, Nextdoor Ads, and similar online advertising channels. A false ad displayed on Google costs HomeLight a few bucks, but yields tens of thousands in kickbacks. HomeLight claims to make this blanket referral conversion every two minutes.

Even though HomeLight scheme currently receives a low score from me, I welcome an open discussion to help improve my review as well as make recommendations to HomeLight business model. Taking the following actions will improve my editor's score for HomeLight:

- HomeLight admits that it has engaged in collusion and stops the practice of consumer allocation with a network of +/- 75,000 independent real estate professionals.
- HomeLight disbands all "blanket" referral agreements with a network of Realtors and stops all antitrust consumer allocation activities that restrain competition.
- HomeLight reports itself to the California Department of Real Estate, the Federal Trade Commission, Consumer Financial Protection Bureau, and the US Department of Justice Antitrust Division.
- HomeLight begins to produce a real estate service representative of its license to help consumers buy, sell, or rent real estate, subject to any compensation structure it likes, and only where it is licensed.
- HomeLight sets any compensation structure, pricing models etc. only for their real estate services, and only where it is licensed.



- HomeLight only receives payments pursuant to cooperative brokerage and referral arrangements or agreements between real estate agents and real estate brokers to fee divisions within real estate brokerage arrangements when *all parties are acting in a real estate brokerage capacity* in accordance with RESPA Section 8 (12 U.S.C. 2607) exemption that allows legitimate Realtors to make one-time referrals on an individual basis.

The following is my current position and appropriate evidence on the following issues:

**(1) Predominance of Timing of HomeLight's Cease and Desist Notice to HomeOpenly**

HomeLight was well aware of my review posted from the inception several years ago, yet only now the company brings their false claims for defamation and trademark infringement to my attention. On at least one occasion, on March 8 of 2018, I have contacted HomeLight asking to confirm accuracy in this review, only to receive dead silence for a response. The timing of this notice sent to me years after the review was originally published speaks for itself: HomeLight has attempted to ignore accurate but unfavorable information on HomeOpenly as long as it was possible. However, because most of the HomeLight's revenue constitutes unlawful kickbacks, it has stolen too much money from too many real estate transactions, and it now needs an "out" with a legitimate proposition. The only way to get it is to attempt to silence HomeOpenly with a strategic lawsuit against public participation (SLAPP.) HomeLight is interested in suppression of Free Speech through the Lanham Act. If my review was truly inaccurate, HomeLight would have addressed it in 2018.

**(2) HomeLight Has Destroyed Their Brand by Engaging in Collusion**

Unclean hands doctrine precludes HomeLight from seeking damages for defamation of a brand it has destroyed by employing unlawful conduct. HomeOpenly is merely an observer of facts and an online a consumer resource. HomeLight, on the other hand, acts maliciously to collect billions USD in kickbacks from tens of thousands of Realtors under a false premise. HomeLight's

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brand was tarnished the moment the company formed the “shell” brokerage entity and entered into its first “blanket” referral agreement with a Realtor. Collusion may have paid off for HomeLight thus far with billions in USD, but it does not pay in the long run. HomeLight’s brand simply operates on a delayed fuse for self-destruction. HomeLight is unable to resolve the obvious pay-to-play bias and the fact that it orchestrates a broker-to-broker collusion scheme by hiding it with false advertising.

### **(3) HomeOpenly’s Editor’s Review and Consumer Reviews for HomeLight are Legitimate**

HomeOpenly publishes a genuine critic review and genuine consumer reviews for real estate companies on the platform. These reviews are clearly identified to search engines and consumers who find and read the displayed information. A direct link is provided to the company’s website that is being reviewed. A clear posting and guidelines policy is displayed for consumers about the information that they are reading. HomeOpenly does not publish advertorials. Content about ALL companies is unpaid, and unbiased in every way. There are real estate companies that offer consumers legitimate savings and transparency and only those companies receive the highest rating on HomeOpenly. If HomeLight happens to change their kickbacks consumer allocation model into some form of transparency, the content of the critic review would change with it. Consumers are free to post any reviews they like about HomeLight with any sentiment, and they have. HomeOpenly platform benefits from the aggregate volume of legitimate consumer reviews posted by our users, regardless of the user review rating and sentiment. The rating system is devised in such way because HomeOpenly does not personally care what proposition consumers choose for their real estate transactions as long as they can make an accurate decision. HomeOpenly does not receive any payments from brokers, ibuyers, rent-to-own schemes, and we are not a broker. Our revenue comes from legal and clearly-identified ads for legitimate mortgage origination, refinance, home insurance, renovation, design, staging, home inspections, home security, moving, home maintenance, title, escrow, cash offer stand-in programs, home warranty, and other real estate products and services. HomeOpenly is not subject to RESPA because we do not perform any real estate closing





services. Our platform delivers savings to consumers as legitimate and unbiased content. The junk fees eat away consumers' savings, which is why we maintain a legitimate review and a Consumer Warning for HomeLight.

#### **(4) HomeOpenly's Logo is an Unregistered Trademark are Unique to the Platform**

HomeOpenly logo is custom designed specifically for HomeOpenly brand to signify the letter "O" that encircles two homes in a silhouette as a symbol of trust and transparency. This logo was used by HomeOpenly platform since inception and we will continue to use it because it identifies HomeOpenly brand as a lite, effective, and an open online technology service that improves the homeownership experience with excellent and unbiased information. HomeLight logo, on the other hand, was likely purchased on a stock photo website.

#### **(5) Registered Trademark Symbol Is Not Required in Every Instance**

Terms HomeLight® and HomeLight are interchangeable on the Internet. Online media services typically omit the (R) symbol because it is burdensome and requires an extra character that does not add any value for the meta search. Yelp! Profile for HomeLight, for example, does not utilize the (R) symbol <https://www.yelp.com/biz/home-light-san-francisco> HomeOpenly does not utilize the (R) symbol in our reviews, but we fully respect the rights of registered trademark owners and utilize these marks under fair use purposes to identify a specific business to consumers.

#### **(6) Potential Causes for Action by HomeOpenly against HomeLight**

HomeOpenly has no intent to contest HomeLight in the open court at this time. First of all, we are a startup media company with limited resources. HomeLight is armed with billions USD at their disposal, collected from a massive kickback scam and private investors. HomeLight is not the only broker-to-broker collusion scheme that operates in the United States, and HomeOpenly is not here to enforce the antitrust law, we are here to improve the homeownership experience for US consumers.

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Consumers, as a class, and the United States Attorneys, on behalf of consumers, have much greater claims for damages against HomeLight than does HomeOpenly. United States Attorneys can prosecute HomeLight under a threat of a criminal penalty as well a monetary damages valued in billions of USD. HomeLight and its operators, including the CEO of HomeLight, Drew Uher, engage in hardcore antitrust violations with overwhelming damages to consumers and free markets due to the sheer scale of the monetary kickbacks delivered by the scam. “Violation of the Sherman Act is a felony punishable by, for corporations, a fine of up to \$100 million, and for individuals, a fine of up to \$1 million or 10 years’ imprisonment (or both). Under some circumstances, the maximum potential fine may be increased above the Sherman Act maximums to twice the gain or loss involved. In addition, collusion among competitors may constitute violations of the mail or wire fraud statute, the false statements statute, or other federal felony statutes, all of which the Antitrust Division prosecutes.”

<https://www.justice.gov/atr/file/810261/download>

Consumers using HomeLight overpay billions USD in inflated commissions and are systematically steered toward a limited set of Realtors in exchange for kickbacks. Further, consumers hold claims against HomeLight, Lenda, and similar HomeLight subsidiaries on the basis of RESPA, and HomeOpenly does not.

Nonetheless, if HomeLight chooses to pursue their false allegations of defamation and trademark infringement under the Lanham Act against the platform, HomeOpenly will proceed with counter claims for damages subject to the following federal and state commerce regulations:

**15 U.S.C. § 1 - Trusts, etc., in restraint of trade illegal.** HomeLight's “blanket” referral agreements with uncompetitive Realtors operate by utilizing broker-to-broker consumer allocation that restrains free trade. HomeOpenly operates by utilizing open competition

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savings from legitimate and highly competitive Realtors amplified for consumers by an Open Marketplace™. HomeOpenly efforts are actively hampered by the anticompetitive practices of all broker-to-broker collusions schemes, such as HomeLight. Successful implementation of an Open Marketplace™ platform in the real estate industry requires full enforcement of existing antitrust laws that are enacted to protect US consumers. As long as brokers can trade consumers as "leads" between independent service providers in exchange for “blanket” referral fees, Open Marketplace™ continues to operate at a competitive disadvantage. HomeLight, in effect, provides +/-75,000 Realtors a pathway to collusion, removing their incentive to compete for consumers on HomeOpenly platform. This is a Section 1 “per se” violation of the Sherman Antitrust Act.

**15 U.S.C. § 45 - Unfair methods of competition unlawful; CA B&PC section 17200 - Unfair business practice and false advertising.** "HomeLight is 100% free, with no catch. Agents don't pay us to be listed, so you get the best match." This is a 100% false claim the company knowingly (and purposefully) makes to entice consumers into the scheme. HomeLight has a direct financial incentive to connect consumers with the most expensive brokers locally because their referral fee amount goes up with a higher-priced commission. Brokers never work for free, and HomeLight is a broker. This deliberately false statement is designed to entice consumers into the scheme. This is a use of a “Modal Logical Fallacy” because it specifically concludes that because something is true, it is necessarily true, and there is no other situation that would cause the statement to be false. Simply because agents don't pay HomeLight to be listed, doesn't mean that agents don't pay HomeLight at all. On a \$4 million home sale transaction (if the Realtor keeps the entire 6% commission in collusion with a 25% “blanket” referral fee) HomeLight rakes \$60K as a kickback with no tangible service provided to anyone, other than the colluding Realtor. HomeLight's “matching algorithm” claims are also false. There are 1.4 million Realtors in the United States and HomeLight has gained unlawful access to MLS to evaluate their transactions by the mere fact that it possesses a “shell” brokerage license. HomeLight steers consumers toward +/-75,000 Realtors with a signed “blanket” referral

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agreement, it does not make an unbiased recommendation to anyone. HomeLight's false and deceptive advertising is at the core of its scam.

**15 U.S.C. § 45b - Consumer review protection; 47 U.S.C. § 230 - Protection for "Good Samaritan" blocking and screening of offensive material.** HomeOpenly aims to display user reviews posted as independent opinions of ordinary impartial customers. Review solicitation is the act of asking customers to leave reviews. Businesses should not ask for or solicit reviews on HomeOpenly. This includes asking customers to write reviews. It has been confirmed by our staff that sometime in December 2019, HomeLight has solicited customers to post their feedback on HomeOpenly in exchange for Amazon cash gift cards. Solicited reviews are posted by legitimate customers, and we are accountable to display them, however, the act of review solicitation may lead to deceptively biased content because businesses can cherry-pick their requests. The FTC maintains that knowing about cash incentives is material information to consumers reading positive reviews. HomeLight hides the fact that it offers these illegal incentives to post reviews and likely has done the same thing on other legitimate review platforms such as Google My Business.

#### **(7) Potential Causes for Action by Consumers against HomeLight**

Consumers, as a class, hold many potential claims for damages against HomeLight due to artificially inflated commissions they have paid as a result of collusion. HomeOpenly claims for damages are separate from the consumers' claims for damages, however, over the past several months HomeOpenly has been advocating several national class action firms to originate legal action on behalf of consumers against the vilest broker collusion scams, with HomeLight as one of the top targets. The basis for damages to consumers are: 15 U.S.C. § 1 - Trusts, etc., in restraint of trade illegal; 12 U.S.C. § 2607 - Prohibition against kickbacks and unearned fees; 12 C.F.R. § 1024.14 - Prohibition against kickbacks and unearned fees; 15 U.S.C. § 45 - Unfair methods of competition unlawful; 15 U.S.C. § 45b - Consumer review protection; Local Business and Professions Codes and State Commerce Regulations.

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## Synopsis

Real estate companies that genuinely save consumers on fees, do not engage in referral fee schemes, do not set prices for others, and provide a valuable service to buyers and sellers in a competitive manner systematically receive the highest editor's scores from me. HomeOpenly promotes fair and competitive practices in the industry. HomeOpenly is a marketplace built to serve consumers in a broken real estate industry.

HomeLight is merely one of (53) entities listed in my directory <https://homeopenly.com/Reviews/RealEstateDirectory> and it is rated based on an impartial and unbiased system that attempts to engage every possible choice a consumer may have during their home search or a home sale. HomeOpenly platform is able to compile and accurately publish this critic rating system because it is a vastly superior technology service. This distinction allows an impartial editor like myself to identify and rate HomeLight as an entity that operates as a licensed real estate brokerage in California under DRE License #01900940 as a "shell" brokerage. HomeLight sells other brokers to consumers for kickbacks, it is what it is, and the hard truth about HomeLight's model is that it is a scam.

HomeOpenly publishes highly accurate content in a risk-averse and largely broken real estate industry. The review we currently maintain for HomeLight may seem "negative" or "defamatory," but it is not – it is the truth. Several high-profile class action lawsuits, federal investigations, and private lawsuits are emerging in the online real estate sector in 2018-2021 specifically because Realtor commissions are artificially inflated and many myths currently preside over the industry such as that "buyer agents work for free." HomeLight is at the center of this antitrust problem. The aggregate value of losses due to the consumer brokering scams such as HomeLight costs consumers \$15 billion out of \$85-\$100 billion spent on real estate commissions annually in the United States. HomeLight is one of the largest broker-to-broker

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collusion scams in the modern history of real estate, conducted across all 50 states and Washington, DC with the use of the Internet. Wire fraud is a federal crime that involves any scheme to defraud another person or party by means of electronic communication. This scam is taking place in the middle of the housing affordability crisis and it deprives consumers of tens of thousands in properly negotiated commissions on each home sale or a home purchase conducted via HomeLight “shell” brokerage. In the HomeLight scam, tens of thousands of Realtors no longer compete for consumers with savings, instead, they compete for HomeLight’s “black box” placement with tens of thousands in pre-negotiated kickbacks on a “blanket” agreement basis.

Consumer allocation agreements are “per se” unlawful and are easily abused in the real estate sector where broker commissions are often valued at \$100K or more paid for each home sale or home purchase. This dynamic breeds an environment where a Realtor is willing to give up a significant portion of their commission into kickbacks to receive “free” business. The kickback is hidden into the cost of the commission, eventually, paid by the consumer. Kickbacks and savings are the same money ending up in very different bank accounts.

<https://homeopenly.com/guide/Buyer-Refunds-Realtor-Collusion>

By my estimate, assuming an average referral fee of around \$3,500 on a \$250,000 home, as of 2019, HomeLight currently claims to have made a successful match for about 1,000,000 people with agents. This is billions USD in kickbacks paid to HomeLight for what is advertised to consumers as a 100% free service. In 2019, HomeLight claimed to have “driven well over \$17 billion of real estate business nationwide” since its inception. Assuming a 25% “blanket” referral fees paid on this volume of originated commissions: this yields a mind-blowing estimate of \$4.25 Billion in commission kickbacks paid to HomeLight from participating brokers across the United States. Almost all of it is profit since HomeLight’s “shell” brokerage doesn’t perform any services typically offered by real estate brokers. This money belongs to consumers, as a class, because every consumer that has ever used HomeLight overpaid for

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broker commissions as a matter of fact – by hiring two colluding brokers to perform the work of one.

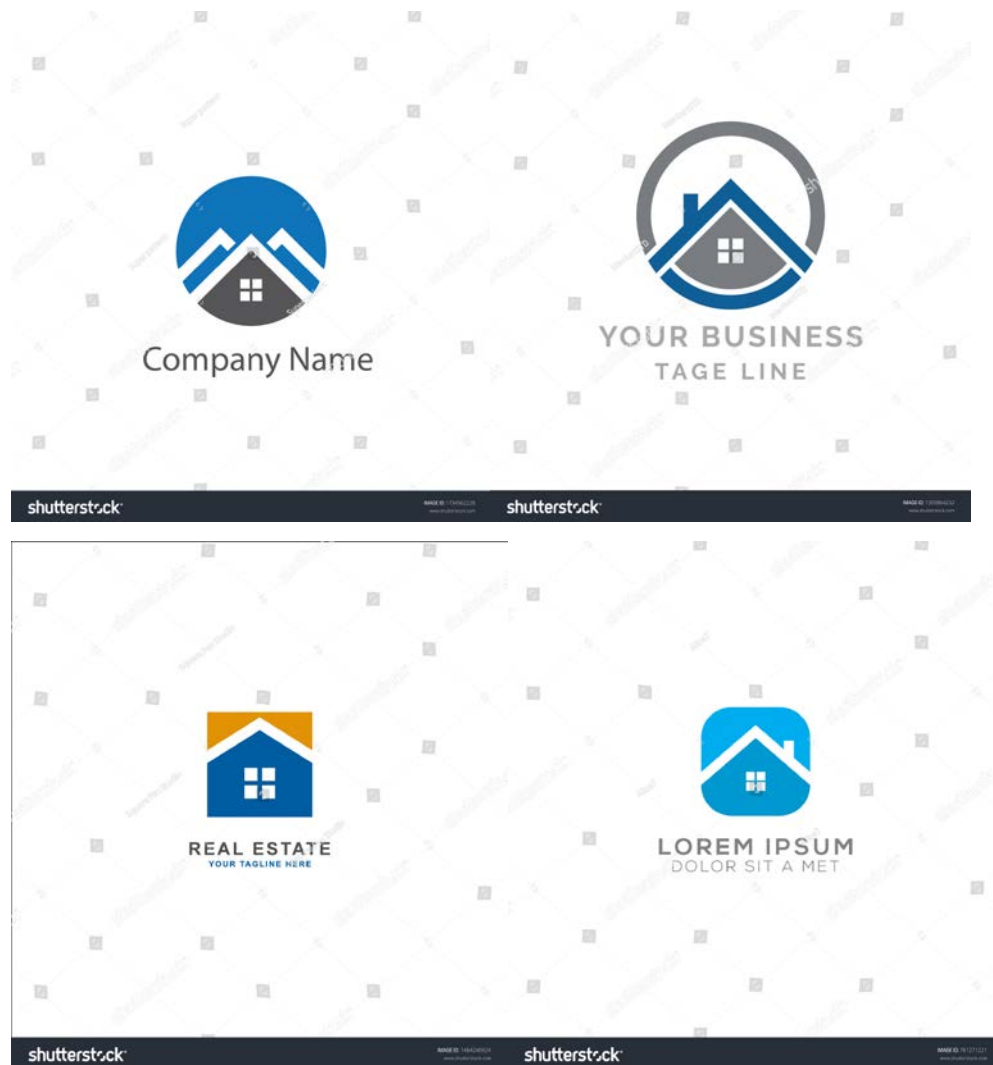
I hope this clarifies my present position on this subject, as well as a potential avenue for an improved outcome for your client, HomeLight. If I was able to fully address your concerns with this letter, no further reply is required. In its entirety, my response and your notice are now part of the HomeLight Review, added in order to transmit transparency.

My work at HomeOpenly revolves around fixing a broken real estate representation process in the United States, I have never caused harm to your client by way of defamation or have posted any false information about the HomeLight brand. I kindly ask that your client rescinds their Notice to Cease and Desist, consoling with the fact that I am unable to meet their vague request, HomeLight's claims of service mark infringement and defamation are entirely false, and all information I choose to circulate is completely accurate.

Sincerely,

Dmitry Shkipin  
Development and Operations at homeopenly.com

Examples of stock images available for sale, similar to HomeLight Logo currently available on a stock photo website “Shutterstock.com”







The following is a list of web links where HomeLight brokerage is currently mentioned on HomeOpenly platform.

<https://homeopenly.com/Reviews/HomeLight>

<https://homeopenly.com/guide/Blanket-Referral-Agreements-in-Real-Estate>

<https://homeopenly.com/guide/how-real-estate-referral-fees-work>

<https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate>

<https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations>

<https://homeopenly.com/guide/Buyer-Refunds-Realtor-Collusion>

<https://homeopenly.com/guide/Coupled-Uncoupled-Realtor-Commissions>



The following is the additional evidence mentioned in this Open Document, unindexed.

## STATE OF CALIFORNIA BUREAU OF REAL ESTATE

The license information shown below represents public information taken from the Bureau of Real Estate(CalBRE) database at the time of your inquiry. It will not reflect pending changes which are being reviewed for subsequent database updating. Also, the license information provided includes formal administrative actions that have been taken against licensees pursuant to the Business and Professions Code and/or the Administrative Procedure Act. All of the information displayed is public information. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

License information taken from records of the Bureau of Real Estate on 3/3/2018 5:01:37 PM

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<b>License Type:</b>	CORPORATION
<b>Name:</b>	HomeLight, Inc.
<b>Mailing Address:</b>	255 BERRY ST # 315 SAN FRANCISCO, CA 94158
<b>License ID:</b>	01900940
<b>Expiration Date:</b>	06/29/19
<b><u>License Status:</u></b>	LICENSED
<b>Corporation License Issued:</b> 06/30/11	
<b>Former Name(s):</b>	AgentBrain Corporation
<b>Main Office:</b>	255 BERRY ST # 315 SAN FRANCISCO, CA 94158
<b>Licensed Officer(s):</b>	DESIGNATED OFFICER <a href="#">01884661</a> - Expiration Date: 06/29/19 Uher, Andrew Justin
<b>DBA</b>	NO CURRENT DBAS
<b>Branches:</b>	NO CURRENT BRANCHES
<b><u>Comment:</u></b>	NO DISCIPLINARY ACTION  NO OTHER PUBLIC COMMENTS  >>>> Public information request complete <<<<

# HomeLight Referral Agreement for Agents

This agreement establishes a referral arrangement between HomeLight, Inc. ("HomeLight") and \_\_\_\_\_ ("Agent"). This agreement aims to use plain English so both parties understand our arrangement. We hope to have a long and mutually beneficial relationship.

## Definition of Referral

HomeLight matches buyers and sellers of real estate ("Clients") with a real estate agent who can best serve their needs. A "Referral" is defined as when HomeLight has recommended the Agent to the Client via phone or via the HomeLight website. After a Referral, HomeLight will attempt to introduce the Client to the Agent via phone, text, or email, but such introduction is not necessary for a Referral to be made.

## Referral Fee

In consideration for Referrals, the Agent agrees to pay HomeLight a referral fee through the Agent's employing broker as follows:

- A referral fee is triggered when a transaction closes within two years of the date of the Referral.
- The referral fee shall be 25% of the Agent's side of the gross commission. Gross commission is calculated as that received by the Agent's broker prior to any split of commission with the agent or any other brokers on the Agent's side of the transaction. The Agent will not owe any monthly or per-lead fees.
- If an Agent represents both a buyer and seller on the same transaction and one party is an HomeLight Referral, referral fee will be 25% of ½ of the total gross commission of the transaction.
- If an Agent represents both a buyer and seller on the same transaction where both parties are HomeLight Referrals, the referral fee will be 25% of the total gross commission.
- If an Agent represents a client referred by HomeLight in multiple transactions within two years of the date of the referral, the 25% referral fee will apply to these additional transactions. No fee shall apply to transactions after the two-year period.
- After the signing of a contract for a transaction resulting from a Referral, the Agent will promptly notify HomeLight via email or via the HomeLight website and indicate the expected closing date. The Agent will have the resulting referral fee paid from escrow or by the employing broker within ten days of closing.

## Voluntary Participation

The Agent's participation in HomeLight's service is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this agreement, and referral fees (calculated per the above) will be due upon close of any transactions resulting from such Referrals.

## Fine Print

- The Agent is responsible for maintaining his or her real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities.
- In the unlikely event of a legal dispute between HomeLight and the Agent, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party. This Agreement will be governed by California law, without regard to its conflict of laws provisions.
- The Agent is responsible for the real estate brokerage services provided to the Clients. The Agent agrees to indemnify and hold HomeLight harmless from any claims, costs, and damages incurred by HomeLight arising from claims by Clients regarding the brokerage services provided by the Agent.
- Any notices between HomeLight and the Agent are to be sent to the email addresses below unless such address is changed in writing.

### HOMELIGHT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

### AGENT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

# HomeLight Referral Agreement for Brokers

This agreement establishes a referral arrangement between HomeLight, Inc. ("HomeLight") and \_\_\_\_\_ ("Broker"), including any agents operating under the Broker. This agreement aims to use plain English so both parties understand our arrangement. We hope to have a long and mutually beneficial relationship.

## Definition of Referral

HomeLight matches buyers and sellers of real estate ("Clients") with a broker or agent who can best serve their needs. A "Referral" is defined as when HomeLight has recommended the Broker or the Broker's agent to the Client via phone or via the HomeLight website. After a Referral, HomeLight will attempt to introduce the Client to the Broker or Broker's agent via phone, text, or email, but such introduction is not necessary for a Referral to be made.

## Referral Fee

In consideration for Referrals, the Broker agrees to pay HomeLight a referral fee as follows:

- A referral fee is triggered when a transaction closes within two years of the date of the Referral.
- The referral fee shall be 25% of the Broker's side of the gross commission. Gross commission is calculated prior to any split of commission with the agent or any other brokers on the Broker's side of the transaction. The Broker will not owe any monthly or per-lead fees.
- If a Broker represents both a buyer and seller on the same transaction and one party is a HomeLight Referral, referral fee will be 25% of ½ of the total gross commission of the transaction.
- If a Broker represents both a buyer and seller on the same transaction where both parties are HomeLight Referrals, the referral fee will be 25% of the total gross commission.
- If a Broker represents a client referred by HomeLight in multiple transactions within two years of the date of the referral, the 25% referral fee will apply to these additional transactions. No fee shall apply to transactions after the two-year period.
- After the signing of a contract for a transaction resulting from a Referral, the Broker will promptly notify HomeLight via email or via the HomeLight website and indicate the expected closing date. The Broker will pay the resulting referral fee from escrow or within ten (10) days of closing of such a transaction.

## Voluntary Participation

Broker's participation in HomeLight's service is voluntary and can be terminated by either party at any time with written notice. However, any Referrals made prior to such termination are still bound by this agreement, and referral fees (calculated per the above) will be due upon close of any transactions resulting from such Referrals.

## Fine Print

- The Broker is responsible for maintaining its real estate license and for following all applicable real estate laws regarding disclosures, documentation and other broker responsibilities.
- In the unlikely event of a legal dispute between HomeLight and the Broker, the prevailing party will be entitled to recover its attorneys' fees and costs from the other party. This Agreement will be governed by California law, without regard to its conflict of laws provisions.
- The Broker and its agents are solely responsible for the real estate brokerage services provided to the Clients. The Broker agrees to indemnify and hold HomeLight harmless from any claims, costs, and damages incurred by HomeLight arising from claims by Clients regarding the brokerage services provided.
- Any notices between HomeLight and the Broker are to be sent to the email addresses below unless such address is changed in writing.

### HOMELIGHT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

### BROKER

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Matchmaking is the core of what we do for real estate. When the time is right, we make a professional introduction between you and one of our Real Estate Agent partners. The service that we provide to both buyers and sellers of real estate and real estate professionals is governed by a few terms that are outlined below.

Because we are an online service, we don't ask you to deal with and physically sign a lengthy contract. The terms of our contract with you are set forth below in plain language. If you don't agree with the terms, then we ask you please to leave this Web site. If you do use this Web site, then that action will serve as your agreement to be bound by our terms of service.

HomeLight is operated in compliance with all state and federal housing laws.

## Terms for Broker and Agents

Real estate professionals who are involved with and use our Web site must agree with the following terms:

1. You grant [HomeLight.com](https://www.homelight.com) permission to display on our Web site and elsewhere information that we have gathered or you have supplied related to any of the real estate transactions that you have handled as a real estate professional. This information helps your potential clients better understand your specialties.
2. Maintaining a profile on HomeLight is completely free. However, if you choose to accept referrals from HomeLight, and if you subsequently handle a real estate transaction for this referral, then you agree to pay us a Referral Fee of 25% of the gross commission you earn. The terms for this Referral Fee (the fine print) are located [here](#) for Brokers and [here](#) for Agents. This is how we earn money and allows us to continue to provide our services to you.
3. You are responsible for maintaining your own real estate license and for following all applicable real estate laws regarding disclosures, documentation and other brokerage responsibilities. In addition, you are responsible for the real estate brokerage services provided to your clients and agree to indemnify, defend and hold HomeLight harmless from any claims, costs, and damages incurred by HomeLight arising from claims by your clients regarding the brokerage services you have provided.
4. Your participation in our service is voluntary and can be terminated by either of us for any reason at any time with written notice. However, any referrals made prior to such termination are still bound by this agreement, and Referral Fees will be due upon close of any transactions resulting from such referrals.
5. In connection with the referrals, you agree to be contacted by HomeLight and its referrals via phone, email, mail or other reasonable means, and you further agree that you will not provide the referrals to any other party without our written consent.
6. Any information that you provide to HomeLight shall be accurate, complete and owned by you, and you agree to update any information that is or becomes inaccurate. Of course, if we discover that any information is inaccurate we may correct it ourselves. You hereby grant us permission to e-mail or display your Profile (including your name, likeness, contact information and transaction details) and such other information as may be supplied by you on or from our Web site "[www.homelight.com](https://www.homelight.com)" and such other partner and affiliate websites as we believe advisable for marketing purposes.
7. You agree that we may modify the services provided, these terms of service or the price charged for our services at any time. We will send you an email thirty days in advance of any significant changes of our services, terms of service or prices, and you agree that your continued use of our services after the notice period means that you accept the new terms and any subsequent referrals or services shall be governed by the new terms.

## Terms for Buyers and Sellers

All non-real estate professionals (including prospective Buyers and Sellers and their representatives) who are involved with and use our Web site must agree with the following terms:

1. When the time is right, we may make a professional introduction between you and one of our Real Estate Agent partners. Of course, this introduction involves sharing the contact information of each party with the other. When you submit information to HomeLight.com for a real estate request, you authorize us to

use and provide this information to make a match. By providing this information to us, you consent to being contacted by us and by our partner real estate professionals via phone, email, mail or other reasonable means.

2. For us to help you, we need you to provide information that is accurate and complete, especially your contact information so that our Real Estate Agent partners can contact you quickly and efficiently. We reserve the right to suspend or terminate access to anyone who supplies information that is inaccurate or misleading.
3. You understand that while HomeLight may refer real estate professionals, we do not perform real estate brokerage services. Any Real Estate brokerage activities are performed by local Real Estate Professionals that have been referred to you. We do not endorse, recommend or otherwise know the terms of any agreement between you and a real estate professional.
4. You understand that for our services we may receive payment (a referral fee) that may be a percentage of the commission received by the real estate professionals involved in the real estate transaction. There is no charge to you. Any payment is due based on a separate agreement between us and the real estate professional involved. Your use of our services constitutes your acknowledgment of, and agreement to, this compensation arrangement.
5. Your participation in our service is voluntary and can be terminated by either of us for any reason at any time with written notice. However, any referrals made prior to such termination are still bound by the agreement that we may have with a real estate professional.
6. You agree that we may modify the services provided or these terms of service at any time. We will notify you in advance of any significant changes of our services, and you agree that your continued use of our services after the notice period means that you accept the new terms and any subsequent services shall be governed by the new terms.
7. You may initiate or receive a call from a HomeLight representative or one of our agent partners via one of HomeLight's tracked phone numbers. If you do so, HomeLight may create a digital audio recording of the call. You acknowledge and agree that your phone call may be recorded for quality assurance purposes only.

All who are involved with and use our Web site must agree with the following additional terms:

1. It is the policy of HomeLight to respond to all claims of intellectual property infringement. We will promptly investigate notices of alleged infringement and will take appropriate actions required under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and other applicable intellectual property laws.

Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for these sites:

---

HomeLight, Inc.  
President  
Attn: Drew Uher  
255 Berry Street, Suite 315  
San Francisco, CA 94104  
USA  
Phone: 415-685-3138  
Fax: 888-548-4358  
Email: [legal@homelight.com](mailto:legal@homelight.com)

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To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
  4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
  5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
  6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. HomeLight intends that the information contained on our Web site be accurate and reliable; however, errors sometimes occur. In addition, we may make changes and improvements to the information provided at any time. Accordingly, we do not guarantee the accuracy of any information available on this Web site, and are not responsible for any errors, omissions, or misrepresentations and any information should be independently verified.
3. To protect our service, you agree to refrain from the following prohibited activities: (a) submitting materials that are patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) engaging in activities or submitting materials that could be harmful to minors; (c) engaging in activity or submitting materials that harasses or advocates harassment of another person; (d) engaging in activity that involves the transmission of "junk mail" or unsolicited mass mailing or "spam" or harvesting or otherwise collecting personally identifiable information about Web site users, including names, phone numbers, addresses, email addresses, (collectively, "User Data") without their consent; (e) engaging in activity, or submitting materials, or promoting information that is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) submitting materials that contain restricted or password only access pages, or hidden pages or images; (g) submitting materials that displays pornographic or sexually explicit material of any kind; (h) submitting materials that provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (i) submitting materials that contain viruses, Trojan horses, worms, or any other similar forms of malware, (j) engaging in activities or submitting materials that solicit passwords or personally identifiable information for unlawful purposes from other users; (k) engaging in unauthorized commercial activities and/or sales without our prior written consent such as advertising, solicitations, contests, sweepstakes, barter, and pyramid schemes; (l) using any robot, spider, other automatic device, or manual process to monitor, copy, or "scrape" web pages or the content contained in the Web site or for any other unauthorized purpose without our prior written consent; (m) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Web site; (n) decompiling, reverse engineering, or disassembling the software or attempting to do so; or (o) taking any action that imposes an unreasonable or disproportionately large load on the Web site or our hardware and software infrastructure or that of any of our licensors or suppliers.
4. You agree to the following limitation: THE WEB SITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." HOMELIGHT AND/OR ITS SUPPLIERS, PARTICIPATING LENDERS, OR REAL ESTATE PROFESSIONALS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF HOMELIGHT'S SERVICE IS AT YOUR OWN RISK. WE AND/OR ITS SUPPLIERS, ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER



INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

5. You also agree to the following: IN NO EVENT SHALL HOMELIGHT OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. OUR LIABILITY, AND THE LIABILITY OF OUR SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, IS LIMITED TO \$100.

Some states do not allow the limitation of liability, so the foregoing limitation may not always apply.

6. Finally, you also agree to the following: These Terms of Service shall be subject to and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. If any part of these Terms of Service are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved to HomeLight.

Yes	No
Subject	
Your Message	
Send	Cancel
Save	Cancel

×

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## The Biggest Financial Transaction of Your Life.

You deserve your dream home. At a price that won't give you a nightmare.

For many of us, buying a home is the single biggest financial decision you will make in your life. You need a strategic advisor to walk you through the legal process, identify opportunities, and employ sophisticated negotiation tactics. An experienced buyer's agent can make this decision seamless, while placing you in the home of your dreams. Our solution at HomeLight allows you to search millions of buyer agent profiles to find the most experienced agent who will fit your needs.

## The HomeLight Difference

HomeLight matches you with the top buyer's agents in your local neighborhood. We do this by analyzing over 15 million home transactions since 2009 to produce updated agent rankings based on objective data. **Agents never pay us to be listed on our site, so we can be 100% unbiased.** Our mission is to provide you, the home buyer, with the best possible agent who understands neighborhood price trends, availability, safety, and more.

## Top Agents on HomeLight have Deep Local Market Expertise.

On HomeLight, you can search for agents that have exactly the experience you need. Our proprietary matching algorithms target agents with hyperlocal expertise in your market of choice. Local market expertise can be essential when determining factors such as:

- Quality of school districts
- Crime and safety
- Most desirable neighborhoods/streets
- Recent price trends
- Access to exclusive pocket listings
- General sense of community

 <p><b>Ron Abta</b> Paragon #1 Just for You <a href="#">Get Introduced</a> <a href="#">View Profile</a></p>	<p>San Francisco Homes Purchased</p> <p><b>130</b></p> <p>#4 of 4,263 agents</p>	<p>Single Family Homes</p> <p><b>77</b></p> <p>Top 3% of 4,263 agents</p>	<p>Average Purchase Price</p> <p><b>\$1.3 M</b></p> <p>31% more than local avg.</p>
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**Laura Kaufman**  
Zephyr Real Estate  
#2 Just for You  
[Get Introduced](#)

San Francisco Homes Purchased

**82**

#12 of 4,263 agents

Single Family Homes

**57**

Top 2% of 4,263 agents

Average Purchase Price

**\$970 K**

16% less than local avg.



**Deborah Nguyen**  
Zephyr Real Estate  
#3 Just for You  
[Get Introduced](#)

San Francisco Homes Purchased

**120**

#6 of 4,263 agents

Single Family Homes

**55**

Top 6% of 4,263 agents

Average Purchase Price

**\$920 K**

10% less than local avg.



**Mark Choey**  
Clint Real Estate Group  
#6 Just for You  
[Get Introduced](#)

San Francisco Homes Purchased

**54**

Top 1% of 4,263 agents

Single Family Homes

**4**

Top 79% of 4,263 agents

Average Purchase Price

**\$1.1 M**

6% more than local avg.

	SFH	TIC	CONDO
Average Buying Price	\$414K	\$282K	\$260K
Top 5% Buying Price	\$423K	\$288K	\$262K
Additional Amount You Can Save	\$-9.5K	\$-6.3K	\$-2.6K

## Top Agents on HomeLight Are The Best Negotiators.

The agents we recommend on HomeLight typically can save you thousands on your home purchase. These agents will be experts in your price point and understand how to gather comparables in your neighborhood, arming you with essential data for negotiation. Our matching engine is able to assess negotiation skill by evaluating factors such as listing price, actual selling price, neighborhood price trends, and more.

Search for the best buyer's agent in your local neighborhood.

## Top Questions to Ask a Buyer's Agent

**We suggest that you interview at least 2 agents before settling on your final decision. Below are a recommended list of questions to ask any agent before engaging with them:**

1. What homes have you sold in the neighborhood in the last 3 months?



It's not just important to have an agent with experience in the area you want to buy, but since market conditions change frequently, you should verify that they have recent local experience as well. A knowledgeable agent will

have deep comprehension of topics like available schools, health care, desirable streets, and more.

2. Is this your full-time job?



Some individuals treat real estate as a side job. Often times they may not be available when you need them or have limited experience. When possible, it is best to select a full-time real estate agent to assist you with your home purchase search.

3. What are your complete real estate credentials?



At a minimum, your real estate agent should have active ABR (Accredited Buyer Representatives) and CBR (Certified Buyer Representatives) licenses. Additional certifications or degrees like an MBA, JD, CFA, or CPA are a plus, as they demonstrate competence in dealing with complex transactions.

4. Will they guarantee letting you out of a contract if the relationship isn't working?



In few cases, the buyer and the real estate agent cannot coexist based on personality or philosophical differences. In these rare events, you should feel comfortable that your real estate agent will let you out of your contract immediately and allow you to pursue a relationship with another buyer's agent in the area.

5. What are your fees and how do you get paid?



In most cases, real estate agent fees are paid by the seller of the home. You, as the home buyer, will most likely not have to pay anything out of pocket. It is still wise to understand what the buyer's agent's fees are and how they expect to be paid. This will prevent any potential confusion that may arise once your transaction has successfully been completed.

6. Are you an exclusive buyer's agent?



There are generally three types of buyer's agents: non-exclusive, designated, and exclusive. Your best bet typically is to work with an exclusive buyer's agent, as they will be prevented from taking on seller's listings, therefore reducing any chance for a conflict of interest.

7. Can you give me references I can contact of your last 3-5 home purchases?



All good buyer's agents should be more than willing to provide contact information of the last 5 individuals who they assisted in purchasing a home. If an agent hesitates in providing this information, then approach the relationship with caution.

## Actual Customer Testimonials



"Before finding HomeLight, we were lost and had no clue how to find a trustworthy agent. Now we are at ease, and the buying process is simple."

Edward G.

Santa Monica, CA



"My Realtor was great and knew exactly what he was doing. I won't recommend anyone else but him. Many, many thanks HomeLight!"

Neha C.

San Francisco, CA

[More Testimonials](#)

## What You Should Expect Out Of A Great Buyer's Agent.

The top buyer's agents don't just bring you to homes you could have already found on top home search websites, they maximize your chances of finding the perfect home while staying within your desired budget. Use this checklist to ensure that your buying agent is doing their job:

- Brings recent knowledge and experience to help you navigate local market characteristics
- Acts as an evangelist and strategic advisor for you through the home buying process
- Prepares all required documentation and written offers
- Provides contacts with high quality home inspectors, title companies and other home services professionals
- Reviews various financing options
- Actively negotiates pricing on behalf of buyer
- Helps ensure the loan closes successfully

Ready to maximize your chance of getting the best prices from ideal buyer's agents?

Search for the best buyer's agent

Find an agent near you.

Find Top Real Estate Agents in All Major Cities Across the US

- [Atlanta](#)
- [Austin](#)
- [Boston](#)
- [Columbia](#)
- [Dallas](#)

*Please enter a valid location*

## The Big Decision to Sell.

You've made the momentous decision to sell your home. So what's next?

In today's market, the process of selling your home has never been more complex. Rapidly changing home values, increased regulations, and numerous marketing options mean that to truly maximize the value of your home, you need a trusted advisor who understands your market, knows how to bring the best out of your property, and is willing to do what it takes to find the highest bidder. We've designed a solution that allows you to sort through over 2 million agents from all of the top real estate brokerages in order to find the perfect one for you.

## The HomeLight Difference.

HomeLight matches you with the top listing agents in your local neighborhood. We do this by analyzing over 15 million home transactions since 2009 to produce updated agent rankings based on objective data. Agents never pay us to be listed on our site, so we can be 100% unbiased. Our mission is to provide you, the home seller, with the best possible agent to sell your home faster and for more money.

## Top Agents on HomeLight Are The Best Negotiators.

The agents we recommend on HomeLight typically will sell your home or property for thousands more than the average. Across all transactions, the top 5% of agents have shown they can negotiate a 9% higher selling price than the average. Our proprietary algorithms are able to assess negotiation skill by evaluating factors such as listing price, actual selling price, neighborhood price trends, and more.

	SFH	TIC	CONDO
Average Selling Price	\$414K	\$282K	\$260K
Top 5% Selling Price	\$424K	\$289K	\$263K
Additional Amount You Can Sell For \$10K	\$6.8K	\$3.1K	

## Selling Speed



HomeLight Agents Sell -12 Days Quicker Than Average.

## Top Agents on HomeLight Sell Houses Quickly.

Another benefit to finding a top listing real estate agent on HomeLight is speed. Listing a house is an art, if you price too high and your house remains on the market too long, the buyer market will lose momentum and potentially dry up. If you price too low, you may leave unnecessary dollars behind. The best listing agents understand the need to sell fast, and for the most money. These agents are highly responsive to customer needs, move fast, and are able to stage and prep a house in a way that appeals to the right demographic. **The fastest selling agents on HomeLight sell homes -12 days quicker than the average.**

Find a top 5% fast selling agent on HomeLight today.

## A Better, More Experienced Real Estate Agent.

Nothing can replace deep knowledge of your local neighborhood. The best agents understand pricing trends, recent local market activity, what styles are resonating with the local community, as well as sophisticated marketing distribution. Our agent search results are filtered to show only the top 5% of real estate agents that have relevant local experience. Additionally, you will be able to search through historical agent listings to ensure that they understand the area around your neighborhood. Our advanced search capability also allows you to find agents with many specialties, from property type, short selling, and more.

[View All Testimonials](#)

## Actual Customer Testimonials



"I had been trying to sell my house for a few years, but despaired at my ability to pick out a real estate agent on my own. My agents kept saying "Drop the price, drop the price!"

Using HomeLight, I quickly found an agent that was a real go-getter. Steve went above and beyond the call of duty. He sold our house higher than the listing price in only eight days.

Finding a great agent made all the difference!"

Sharon W.  
Buzzards Bay, MA

## What You Should Expect Out Of A Great Listing Agent.

The top listing agents don't just post your home for sale online for prospective home buyers to submit bids, they maximize your chances of getting the best price by performing dozens of activities that lead to selling your home. Use this checklist to ensure that your selling agent is doing their job:

- Analysis of pricing trends and local price per square foot
- Automatic posting on all major online home search sites
- Advertising in local publications
- Prepping and staging expertise
- Professional photography
- Creation of marketing documents (flyers, etc.)
- Access and monitoring of your private lock-box
- Direct mail marketing program
- Development of virtual tour (bonus)
- Exclusive previews for other real estate brokers
- Research on buyer motivations and capacity
- 24-hour response turnaround time on client requests
- At least 2 open houses

In general, you should expect your real estate agent to be a world class marketer. The more people that see your home (in most cases), the greater likelihood that it will sell for the highest value. Search for a top listing agent now.

Search for a top Listing Agent Today

Find an agent near you.

Find Top Real Estate Agents in All Major Cities Across the US

- [Atlanta](#)
- [Austin](#)
- [Boston](#)
- [Columbia](#)



HomeLight > Listings and Transaction Closings with HomeLight

## How do I pay HomeLight once a referral closes?

Congratulations on your closing! HomeLight aims to make the closing process as efficient as possible.

Please log into your HomeLight Agent Portal [here](#) and update the relevant client with the proper closing information.

HomeLight accepts payment via wire or check. If possible, we prefer to be paid via wire. HomeLight will provide a prepaid FedEx shipping label once we have confirmed applicable closing information.

Any questions can be directed to [closings@homelight.com](mailto:closings@homelight.com).

Was this article helpful?



1 out of 1 found this helpful



Have more questions? [Submit a request](#)

### 0 Comments

Article is closed for comments.

HomeLight > Getting Started with HomeLight

## How HomeLight works

HomeLight matches agents with motivated clients who are buying or selling homes. Use HomeLight to find new referrals and grow your business.

How Real Estate Agents Can Get the Most Out of HomeLight



### We're the trusted source for top agent recommendations

Clients come to us looking for agents, not properties. We ask clients about what they're looking for in an agent, and they ask us to help them find the top performing agents in their area. Then, we look through our database of over 18 million verified real estate transactions (collected from over 2 million agents) and generate unbiased recommendations.

## We prequalify the client for you

One of our HomeLight concierges will call and email the client. If we can't reach them, we use other methods to ensure it's a quality referral. We let them know that a top agent will be reaching out to them soon.

## You get warm leads, for free.

If our algorithm matches you to the client, a HomeLight concierge will reach out to you. If you accept the referral, we ask that you respond to the client within the next 30 minutes, as they are waiting for your call.

## Our referrals only go out to 3 agents

We respect our top agents' time and don't want clients to be bombarded by phone calls.

## You only pay if the transaction closes.

We have a simple and standard 25% broker-to-broker referral fee that you only pay if the client closes escrow with you. If you don't get paid, we don't get paid.

Was this article helpful?



3 out of 3 found this helpful



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Have more questions? [Submit a request](#)

### 0 Comments

Please [sign in](#) to leave a comment.

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HomeLight > [About HomeLight for Real Estate Agents](#)

## What does HomeLight cost?

Being a HomeLight partner agent is completely free to you. We believe in providing customers with a 100% objective experience. We do not offer paid subscription plans or promotional opportunities. If we do refer a customer to you and the transaction closes, we will charge a standard 25% broker-to-broker referral fee. It's that simple!

Was this article helpful?



3 out of 3 found this helpful



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Have more questions? [Submit a request](#)

### 0 Comments

Article is closed for comments.

## HomeLight.com platform facts verification

RebateLeads Support <support@homeopenly.com>

Thu 3/8/2018 12:24 PM

To: support@homelight.com <support@homelight.com>

March 08, 2018

Hello HomeLight, this is an official request to review the following statements about your platform prior to publicizing all or some of this information in an open Internet forum.

My main goal with this message is to make sure that all of these statements are true so that your business is not defamed. If you see a correction that must be made to any of the following statements, please let me know as soon as possible with a specific citing of proof reference so that it can be fixed prior to being published.

While I disagree with the business model your company runs, it is not my intention to target your business specifically, but to objectively point out an inherent weakness of every referral fee platform to a sensible consumer, including your direct competitors. A similar request is also sent to a number of your competitors.

Obviously, no reply is necessary, however, this is a good faith effort to confirm following statements as facts. If you need more than 24 hours to reply, please let me know.

Platform Operation: HomeLight.com works as a referral-only platform, short-listing preferred Top Agents.

Cost and Fees: HomeLight.com costs 25% against Agent's commission.

User Privacy: HomeLight.com sells user information for the referral fee and may audit Agent for additional information about consumer's transaction.

Results Quality: HomeLight.com results are always biased; Top Agent results only show referral fee Agents. If an Agent does not want to pay a referral fee, the consumer will not be matched with them.

User Benefit: HomeLight.com results show some of the Top Agents, but exclude Agents that refuse to pay the referral fee. Real estate consumers are likely to overpay for Agents' commissions due to added 25% mandatory referral fee.

Markets Served: HomeLight.com is a referral-only California broker that does not provide real estate services.

Purpose: HomeLight.com primary business is to collect referral fees.

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**Dmitry Shkipin, BSCM, PMP**

Development and Operations at RebateLeads, Inc.

T: 650-281-6962 | support@RebateLeads.com





FEDERAL TRADE COMMISSION

# Consumer Report to the FTC

FTC Report Number:

114600763

**The FTC cannot resolve individual complaints, but we can provide information about next steps to take.** We share your report with local, state, federal, and foreign law enforcement partners. Your report might be used to investigate cases in a legal proceeding. Please read our Privacy Policy to learn how we protect your personal information, and when we share it outside the FTC.

## About You

**Name:** Dmitry Shkipin**Email:** support@homeopenly.com**Address:** 325 Sharon Park Dr. #416**Phone:** 650-281-6962**City:** Menlo Park **State:** CA **Zip:** 94025**Country:** USA

## What Happened

Over the last year, I have asked the FTC on numerous occasions to investigate practices of referral fee networks that operate in the real estate representation section across the United States. Real estate transactions in housing industry are particularly vulnerable to antitrust violations and kickbacks due to high-value, rare-event, and high risk-avoidance behavior when consumers are buying and selling homes. These risks have been now further exaggerated with recent use of the blanket referral agreements in the real estate industry promoted over the Internet. In 2019, consumers in the United States spent between \$72 Billion and \$100 Billion in real estate broker commissions.. Based on information aggregated by HomeOpenly, an estimated \$15 Billion in these fees are lost as unearned kickbacks due to blanket broker-to-broker referral fee agreements. The Sherman Act prohibits any agreement or contract combination in any form that restrains free trade. Two brokers, acting in a real estate brokerage capacity, may discuss a commission split or referral fee only for a specific transaction at hand. Blanket referral agreements between brokers are a per se violation of the Sherman Act. For example, HomeLight is a real estate broker that operates under California DRE License # 01900940 and does not represent consumers when buying or selling real estate in any State. When consumers submit information to HomeLight, this information is exchanged with random brokers for a 25% share of their commission. HomeLight states that "our service is 100% free, with no catch. Agents don't pay us to be listed, so you get the best match." Instead of representing consumers to help buy and sell homes, the company actively disengages from its licensed activities so that every broker knows that HomeLight will not compete with them. In a recent article published by Crunchbase, HomeLight alone claims to have "driven well over \$17 billion of real estate business nationwide" since inception. A standard 25% referral fees paid on this volume of originated commissions yields a mind-blowing estimate of \$4.25 Billion in commission kickbacks paid to HomeLight from participating brokers across the United States. Almost all of the fees paid to HomeLight is profit since HomeLight doesn't perform any services typically offered by real estate brokers. HomeLight doesn't do any actual work, it only earns a referral fee. HomeLight referral fee scheme is of utmost effective due to the use of paid Internet advertising channels such as Google Ads. A simple ad, worth a few dollars to HomeLight, is easily converted into tens of thousands in referral fees. HomeLight claims to make such conversion every two minutes. The exact number of HomeLight Partner Agents who choose to participate in the standard referral agreement scheme with the company is unknown, but the number is likely around 30,000 agents in the United States. Recently, we have found out that HomeLight asks customers to post reviews in an exchange for Amazon Gift Card after receiving thier testimonial, as a further violation of consumers' trust (on their own web site and our review for HomeLight at <https://homeopenly.com/Reviews/HomeLight>) The following are links to my prior requests in 2019 to the FTC that describe HomeLight scheme:  
<https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations>  
<https://homeopenly.com/guide/Blanket-Referral-Agreements-in-Real-Estate>

## How It Started

Date fraud began:	Amount I was asked for:	Amount I paid:
12/02/2019		
Payment Used:		How I was contacted:
		Internet Web Site

## Who Is Your Complaint About

Company/Individual 1		
<b>Name:</b> HomeLight, Inc.		
<b>Address:</b> 100 1st St Suite 2600		<b>Apt/PO Box:</b>
<b>City:</b> San Francisco	<b>State:</b> CA	<b>Zip:</b> 94105
<b>Email Address:</b>		
<b>Phone:</b> 855-999-7971		
<b>Website:</b> www.homelight.com		
<b>Representative:</b>		



**Fw: Next steps on your sale of** [REDACTED]

[REDACTED]  
Fri 12/20/2019 4:12 PM

To: Dmitry Shkipin <support@homeopenly.com>

Dmitry,

I wrote the testimonial originally for Homelight and I felt the gift card is simply for my time spent doing so. The gift didn't change my opinion of the service provided. I had a very positive experience with them.

Sincerely,

Sam

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**From:** Josh Lynch <testimonial@homelight.com>

**Sent:** Thursday, December 19, 2019 11:27 PM

**To** [REDACTED]

**Subject:** Re: Next steps on your sale of [REDACTED]

Hi

[REDACTED]  
Thanks

for your testimonial! I am processing your Amazon gift card now. I was wondering if you would like to share this testimonial on HomeOpenly as well, and we'd add \$10 extra. Let me know! (Here is the [link](#))

I will add \$10 when I see the review on HomeOpenly or if you like to forward me the confirmation email once you post the testimonial - either way works fine.

Thank !

Josh

On Tue, Dec 17, 2019 at 11:48 PM [REDACTED] wrote:

Hi Josh,

The service HomeLight provided me was invaluable. I am a big believer of analytics and since HomeLight relies on analytics, I felt there was less risk and uncertainty choosing one of the three agents that were recommended to me. The entire experience was less stressful and I truly believe I got the most money for my home. Because the agent was referred by Homelight, I was also comforted to know that there was an extra level of accountability for the agent. I highly recommend HomeLight when selling a property and selecting an agent.

Sincerely,

---

**From:** Josh Lynch [testimonial@homelight.com](mailto:testimonial@homelight.com)

**Sent:** Monday, December 2, 2019 5:02 AM

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

We are thrilled that you had a successful outcome with the real estate agent we recommended, Doug James.

Your feedback helps us provide a high quality of service and improve our agent matches so we can continue to introduce outstanding real estate agents to buyers and sellers across the country.

If you could kindly **reply to this email** and give a testimonial (at least 60 words) regarding the **service that HomeLight provided** that would be wonderful. As a thank you, I will send a **\$20 Amazon Gift Card** after receiving your testimonial. I look forward to hearing from you.

Cheers,  
Josh Lynch  
HomeLight

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To unsubscribe from email from HomeLight [click here](#)

Re: <https://homeopenly.com/Reviews/HomeLight>

[REDACTED]  
Fri 12/20/2019 8:21 PM

To: Dmitry Shkipin <support@homeopenly.com>

Copy of email from Home light

Hi [REDACTED]

Thanks for your testimonial! I am processing your Amazon gift card now. I was wondering if you would like to share this testimonial

on HomeOpenly as well, and we'd add \$10 extra. Let me know! (Here is the [link](#))

I will add \$10 when I see the review on HomeOpenly or if you like to forward me the confirmation email once you post the testimonial

- either way works fine.

Thanks!

Josh

[Sent from Yahoo Mail on Android](#)

On Fri, Dec 20, 2019 at 8 37 PM, Dmitry Shkipin  
<support@homeopenly.com> wrote:

[REDACTED] I understand. This doesn't affect the validity of your feedback and your review is live, however, would you please forward me the request made to you by HomeLight. Businesses should not ask for or solicit reviews on HomeOpenly, as it leads to deceptively biased content. This includes asking customers to write reviews I will need to ask HomeLight to stop soliciting reviews on my end,

Best,

**Dmitry Shkipin**

Development and Operations at HomeOpenly, Inc.

T: 650-281-6962 | support@homeopenly.com



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**From:** [REDACTED]

**Sent:** Friday, December 20, 2019 7:23 PM

**To:** Dmitry Shkipin <support@homeopenly.com>

**Subject:** Re: <https://homeopenly.com/Reviews/HomeLight>

Yes, they did.

[Sent from Yahoo Mail on Android](#)

On Fri, Dec 20, 2019 at 3 18 PM, Dmitry Shkipin  
<support@homeopenly.com> wrote:

[REDACTED], thank you for verifying your information. Has anyone at HomeLight asked you to post feedback on HomeOpenly? We have seen an unusually high number of reviews posted in the last 24 hours specifically for HomeLight review page,

Best,

--

**Dmitry Shkipin**

Development and Operations at HomeOpenly, Inc.

T: 650-281-6962 | support@homeopenly.com



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**From:** [REDACTED]  
**Sent:** Friday, December 20, 2019 1 37 PM  
**To:** Dmitry Shkipin support@homeopenly.com  
**Subject:** Re https://homeopenly.com/Reviews/HomeLight

[REDACTED]

[Sent from Yahoo Mail on Android](#)

On Fri, Dec 20, 2019 at 1:49 PM, Dmitry Shkipin  
<support@homeopenly.com> wrote:

[REDACTED], thank you for your recent review for HomeLight.

It has been flagged for verification by our system. Sometimes we ask our users to verify their identity via email to make sure that the submitted review is legitimate. This doesn't reflect on the content of the review, but rather how our verification algorithm operates.

**Please reply to this email at any time with your full name and the name of the city you live in.**

This information will remain private and is only to be used to validate your review in our system. If you do not reply to us, your review will remain unpublished,

At HomeOpenly it is our mission to improve the homeownership experience,

Best,

**Dmitry Shkipin**

Development and Operations at HomeOpenly, Inc

T: 650-281-6962 | support@homeopenly.com



Fwd: Next steps on your sale of [REDACTED]

[REDACTED]  
Sat 12/21/2019 2:53 PM

To: Dmitry Shkipin <support@homeopenly.com>

Hello Dmitry,

I'm forwarding the email from Homelight.

Please let me know if you need anything else.

Regards,

[REDACTED]  
  
----- Forwarded message -----

From: **Josh Lynch** <[testimonial@homelight.com](mailto:testimonial@homelight.com)>

Date: Sat, Dec 21, 2019, 12:31 AM

Subject: [REDACTED]

To: [REDACTED]

Hi  
[REDACTED]

Thank

for your testimonial! I am processing your Amazon gift card now. I was wondering if you would like to share this testimonial on HomeOpenly as well, and we'd add \$10 extra. Let me know! (Here is the [link](#))

I

will add \$10 when I see the review on HomeOpenly or if you like to forward me the confirmation email once you post the testimonial either way works fine

Thanks!

Josh

On Fri, Dec 20, 2019 at 6:13 PM [REDACTED] wrote:

Hello Josh,

Please see my response below:

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When my wife and I were deciding whether to sell our home, we did not know where to start. HomeLight helped to connect us with realtors who had many years of experience buying and selling in our area. Through this, we were able to narrow down our choices and find a realtor who could best fit our needs. Without

HomeLight, we would not have been able to sell our home and find a new home within such a short time period.

-----

Regards,

[REDACTED]

On Fri, Dec 20, 2019 at 5:01 AM Josh Lynch <[testimonial@homelight.com](mailto:testimonial@homelight.com)> wrote:

Hi Elbert,

Congrats on the sale of your home at [REDACTED]

We are thrilled that you had a successful outcome with the real estate agent we recommended, Rose Manni.

Your feedback helps us provide a high quality of service and improve our agent matches so we can continue to introduce outstanding real estate agents to buyers and sellers across the country.

If you could kindly **reply to this email** and give a testimonial (at least 60 words) regarding the **service that HomeLight provided**, that would be wonderful. As a thank you, I will send a **\$20 Amazon Gift Card** after receiving your testimonial. I look forward to hearing from you.

Cheers,  
Josh Lynch  
HomeLight

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To unsubscribe from emails from HomeLight, [click here](#).< /a>

Fwd: Next steps on your sale of [REDACTED]

[REDACTED]  
Sat 12/21/2019 5:33 PM

To: Dmitry Shkipin <support@homeopenly.com>

Hello. Here is the request.

----- Forwarded message -----

From: **Josh Lynch** <[testimonial@homelight.com](mailto:testimonial@homelight.com)>

Date: Tue, Dec 17, 2019, 5:01 AM

Subject: Next steps on your sale [REDACTED]  
[REDACTED]

Hi [REDACTED]  
[REDACTED]

We are thrilled that you had a successful outcome with the real estate agent we recommended, Lou DeMichele Jr.

Your feedback helps us provide a high quality of service and improve our agent matches so we can continue to introduce outstanding real estate agents to buyers and sellers across the country.

If you could kindly **reply to this email** and give a testimonial (at least 60 words) regarding the **service that HomeLight provided**, that would be wonderful. As a thank you, I will send a **\$20 Amazon Gift Card** after receiving your testimonial. I look forward to hearing from you.

Cheers,  
Josh Lynch  
HomeLight

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To unsubscribe from emails from HomeLight, [click here](#).



Fwd: Next steps on your sale of [REDACTED]

[REDACTED]  
Mon 12/23/2019 12:01 PM

To: Dmitry Shkipin <support@homeopenly.com>

Sent from my iPhone

Begin forwarded message:

**From:** Josh Lynch <testimonial@homelight.com>

**Date:** December 20, 2019 at 9:33:36 AM CST

**To:** [REDACTED]  
[REDACTED]

Hi  
[REDACTED]

Thanks

for your testimonial! I am processing your Amazon gift card now. I was wondering if you would like to share this testimonial on HomeOpenly as well, and we'd add \$10 extra. Let me know! (Here is the

[link](#))

I

will add \$10 when I see the review on HomeOpenly or if you like to forward me the confirmation email once you post the testimonial - either way works fine.

Thank !

Josh

On Thu, Dec 19, 2019 at 8:40 AM [REDACTED] wrote:

I can't thank you all enough at Homelife. The service you provided me was the absolute best. Your representative explained to me how your service worked and boy did it work. You paired me with the #1 agent in my area who was so wonderful in helping me sell my home. The process was so easy with my realtor Mechelle Kuld. I would be more than thrilled to recommend Homelife to anyone who is looking to sell their home. I think the service you provide is so valuable to anyone trying to sell their home especially if they are like me someone who had never sold a home before and did not know where to start. Again thank you so much for your service. And let me just say my home sold in a month of my realtor listing.

Sent from my iPhone

On Dec 18, 2019, at 4:01 AM, Josh Lynch <[testimonial@homelight.com](mailto:testimonial@homelight.com)> wrote:

Hi [REDACTED]

Congrats on the sale of your home at [REDACTED]

We are thrilled that you had a successful outcome with the real estate agent we recommended, Mechelle Kuld.

Your feedback helps us provide a high quality of service and improve our agent matches so we can continue to introduce outstanding real estate agents to buyers and sellers across the country.

If you could kindly **reply to this email** and give a testimonial (at least 60 words) regarding the **service that HomeLight provided** that would be wonderful. As a thank you, I will send a **\$20 Amazon Gift Card** after receiving your testimonial. I look forward to hearing from you.

Cheers,  
Josh Lynch  
HomeLight

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To unsubscribe from emails from HomeLight, [click here](#).< /p>