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12 HOMELIGHT, INC.

13  
14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16

17 HOMELIGHT, INC.  
18 Plaintiff,  
19 vs.  
20 DMITRY SHKIPIN, an individual,  
21 and HOMEOPENLY, INC.  
22 Defendants  
23

Civil Action No.: \_\_\_\_\_

**COMPLAINT FOR TRADEMARK  
INFRINGEMENT (15 U.S.C. § 1114)  
AND LANHAM ACT SECTION 43(A)  
FALSE ADVERTISING (15 U.S.C. §1125  
(A))**

**JURY TRIAL DEMANDED**

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1 Plaintiff, HomeLight, Inc., (“HomeLight”) for its Complaint against Defendants Dmitry  
2 Shkipin, individually and the entity he operates, HomeOpenly, Inc. (collectively “HomeOpenly”  
3 or “Defendants”) states and alleges as follows:

4 1. This action is brought to protect HomeLight’s brand and reputation in the  
5 residential real estate and mortgage market from the false and misleading attacks from an upstart  
6 free-rider. To create content for its website and distinguish its business, HomeOpenly and Dmitry  
7 Shkipin have published a series of advertorial “reviews” and articles attacking its competitors,  
8 filled with false claims that those businesses are engaged in illegal price fixing, violate other state  
9 and federal laws, defraud or mislead the public, or otherwise harm consumers. HomeOpenly has  
10 been doing this for years despite being sued for this activity by another company in this Court.  
11 The HomeOpenly statements published about HomeLight are false and misleading.  
12 HomeOpenly’s claims are made more misleading in that they are published in a format that  
13 appears like objective reporting and comparison advertising, when they are actually written by  
14 HomeOpenly’s CEO, Dmitry Shkipin, and are intended to deter real estate agents from working  
15 with HomeLight, to divert customers from HomeLight’s partner agents, and to solicit negative  
16 reviews from others. In the course of publishing its false and misleading statements,  
17 HomeOpenly also misuses HomeLight’s registered logo in a manner that is likely to cause  
18 confusion among consumers and the public. And HomeOpenly’s logo is also confusingly similar  
19 to HomeLight’s logo.

20 2. HomeLight has attempted to resolve this matter informally, but HomeOpenly and  
21 Dmitry Shkipin have refused to correct or remove many of the false and misleading statements,  
22 but rather have doubled down and included even more. HomeLight therefore brings this action to  
23 protect its business, marks, and goodwill.

24 **HOMELIGHT, INC.**

25 3. HomeLight is a leader in the field of matching real estate agents with homebuyers  
26 or sellers to find the optimal real estate agent for a particular locale and product category.  
27 HomeLight operates throughout the United States and has a presence online and with real estate  
28 professionals in all 50 US States. HomeLight partners with independent real estate agents by

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1 providing them access to its proprietary matching algorithm, and extensive market knowledge.  
2 HomeLight helps these agents be more competitive and profitable, while allowing them to  
3 maximize their real estate business.

4 4. HomeLight’s business model is based on extensive data analysis and a technology  
5 platform that is used by hundreds of thousands of homebuyers and sellers to partner with top real  
6 estate agents and successfully manage each step of the buying or selling process.

7 5. HomeLight complies with all applicable laws.

8 6. HomeLight owns federal trademark registrations in its name (Reg. No. 4267800)  
9 and in its logo (Reg. Nos. 6576498 and 6590154).

10 **HOMEOPENLY’S FALSE AND MISLEADING ADVERTISING**

11 7. Both HomeLight and HomeOpenly operate in the residential real estate market,  
12 assisting in the listing, marketing, and sale of homes, and competing over the participation of real  
13 estate agents.

14 8. HomeOpenly is based out of the Sharon Heights shopping center in Menlo Park,  
15 California. It operates what it calls an “Open Marketplace for all local Real Estate Agents,” to  
16 match agents with consumers interested in buying a home or selling their home.<sup>1</sup> HomeOpenly  
17 states that its services are free for both real estate agents and consumers, and that instead  
18 HomeOpenly earns money from advertisements placed on its platform. HomeOpenly competes  
19 with HomeLight and other real estate agent networks and brokerages to attract agents. It says  
20 “[f]or HomeOpenly to succeed, we must be able to attract the best agents to our platform.”<sup>2</sup>

21 9. Many of the businesses that HomeOpenly attacks on its site are “referral  
22 networks,” networks of real estate agents or brokers that charge a commission when they refer  
23 home buyers or sellers to other agents in the network. Agents affiliated with referral networks do  
24 not need the HomeOpenly platform to market themselves or otherwise transact business, and  
25 HomeOpenly lacks access to those networks. HomeOpenly itself states that its “Open  
26 Marketplace cannot effectively co-exist” with referral networks.<sup>3</sup>

27 <sup>1</sup> <https://homeopenly.com/index.html>  
28 <sup>2</sup> <https://homeopenly.com/guide/The-Anatomy-of-an-Open-Real-Estate-Marketplace>  
<sup>3</sup> <https://homeopenly.com/guide/Price-Fixing-in-Residential-Real-Estate-Part-Two>

1           10. HomeOpenly’s website advertising therefore focuses on these perceived threats.  
2 Its website features an “Unbiased Residential Real Estate Directory,” which it describes as a  
3 “comparative guide [that] aims to deliver an unbiased overview of trending technology players in  
4 the US residential real estate industry.” This directory lists ostensible “reviews” and ratings  
5 written by HomeOpenly’s CEO, Dmitry Shkipin, for more than 40 other real estate businesses,  
6 including HomeLight.<sup>4</sup> In addition, the website provides more than 50 “real estate guides” which  
7 are primarily baseless attacks on HomeOpenly’s competitors under the guise of informative  
8 articles.

9           11. Contrary to HomeOpenly’s claims to consumers, these posts are biased  
10 advertorials: advertising material intended to affect a customer’s or potential customer’s  
11 purchasing decisions but styled as a news publication informational and editorial pieces in order  
12 to appear objective. Recent research shows that advertorials are especially likely to mislead  
13 consumers. Because advertorials use the tenor of news articles, they may cause consumers to  
14 believe that the statement is written by an unbiased source such as a reporter or investigator, when  
15 in fact they are written by a business that is trying to sway consumers towards making certain  
16 purchasing decisions or using certain products.<sup>5</sup>

17           12. HomeOpenly further shrouds its own advertorial reviews by allowing visitors to  
18 post reviews about the businesses below Mr. Shkipin’s statements. This operates as a veiled  
19 attempt to immunize HomeOpenly’s own misleading conduct by giving this section of the  
20 HomeOpenly website the appearance of a consumer forum. But HomeOpenly exercises control  
21 over what visitors post on those pages and how those posts are framed. All businesses are  
22 separately ranked according to Mr. Shkipin’s own “review.” And where visitors have posted  
23 positive reviews for businesses that HomeOpenly wants to denigrate, HomeOpenly has sought to  
24 dissuade readers from trusting those positive reviews.<sup>6</sup>

25           13. HomeOpenly’s advertorials are filled with false and misleading claims. It suggests  
26 to its audience that its competitor businesses are fraudulent, illegal, and, in fact, criminal, and

27 <sup>4</sup> <https://homeopenly.com/guide/Residential-Real-Estate-Directory>

28 <sup>5</sup> <https://techscience.org/a/2015121503/>

<sup>6</sup> <https://homeopenly.com/Reviews/HomeLight>

1 states that they are not “legitimate” businesses. It claims that “[r]eferral fees may be illegal  
2 kickbacks,”<sup>7</sup> that referral networks are engaged in price fixing,<sup>8</sup> and that certain businesses are  
3 committing antitrust violations. None of these claims are true, and they ignore the fact that the  
4 residential real estate market is highly regulated at both the federal and state levels, including  
5 licensing requirements and specific regulations concerning referrals through laws such as the  
6 federal Real Estate Settlement Procedures Act (“RESPA”). Further, RESPA explicitly allows  
7 referral fees from a licensed broker to another licensed broker (cooperative brokerage agreement).

8 14. Among a multitude of HomeOpenly webpages that make false or misleading  
9 allegations as to HomeLight, HomeOpenly maintains at least two advertorials aimed directly as  
10 disparaging HomeLight.com, titled “HomeLight Reviews (Consumer Warning)” and  
11 “HomeLight.com Realtor® Kickbacks and Antitrust.”<sup>9</sup> Both of these advertorial webpages  
12 contain a plethora of factually inaccurate claims about HomeLight.com, about the real estate  
13 market, and about the laws governing them. These attacks each include the suggestion that  
14 consumers and agents should instead utilize the services of HomeOpenly.

15 **HomeOpenly’s pretend “unbiased” review of HomeLight makes several false**  
16 **and misleading claims.**

17 15. HomeLight is not a referral network, but HomeOpenly nonetheless refers to  
18 HomeLight as a “referral brokerage.” HomeLight is a real estate brokerage and mortgage  
19 provider and innovator of a proprietary matching algorithm to find the optimal real estate agents  
20 for a particular locale and buyer and sellers of homes.

21 16. Numerous other falsehoods and misstatements are contained on this website,  
22 including the defamatory statements: “HomeLight is a broker-to-broker collusion scheme, where  
23 all ‘partner agents’ unlawfully agree to pay massive kickbacks to receive your information by  
24 engaging in market allocation, consumer allocation, false advertising, hidden kickbacks, wire  
25 fraud, and price-fixing practices. As a consumer, you will always significantly overpay for

26 \_\_\_\_\_  
27 <sup>7</sup> <https://homeopenly.com/guide/how-real-estate-referral-fees-work>

<sup>8</sup> <https://homeopenly.com/guide/Amazon-Home-Services-Possible-Price-Fixing> and  
<https://homeopenly.com/guide/Price-Fixing-in-Residential-Real-Estate-Part-Two>

28 <sup>9</sup> <https://homeopenly.com/Reviews/HomeLight> and <https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate>.

1 Realtor commissions subject to hidden kickbacks and pay-to-play steering promoted in this  
2 scheme.”<sup>10</sup>

3 17. The legend on the bottom of positive reviews of HomeLight are further cast in a  
4 false light with the statement: “Caution: The author of this review has confirmed that his/her  
5 posting was solicited by HomeLight in exchange for a cash gift card” as if to imply the reviews  
6 themselves are fake or false.<sup>11</sup>

7 18. In truth, the consumer does not pay for the referral. HomeLight gets a 25%  
8 referral fee, which is standard in the industry with referrals between licensed real estate brokers.

9 19. These defamatory statements are blatantly false and configured to appear as some  
10 kind of consumer review or help site, communicating misleading information to consumers and  
11 constituting unfair competition. HomeOpenly’s website violates the Federal Trade Commission’s  
12 guidelines on “native advertising” as explained in the FTC’s Enforcement Policy Statement on  
13 Deceptively Formatted Advertising.”<sup>12</sup>

14 20. Further, HomeOpenly’s advertisements constitute trademark infringement.  
15 HomeOpenly’s use of HomeLight’s logo—across more than a dozen webpages—is unauthorized  
16 and creates the false impression of an association or sponsorship relationship between  
17 HomeOpenly and HomeLight, likely resulting in consumer confusion. This consumer confusion  
18 is further heightened because HomeOpenly has adopted a logo that is confusingly similar to  
19 HomeLight’s house logo.

20 21. HomeOpenly’s website attempts to portray HomeLight as a consumer scam:

- 21 • It states: “Is HomeLight legitimate? No.”
- 22 • HomeOpenly implies that HomeLight operates in violation of federal  
23 antitrust regulations. Particularly in the context of HomeOpenly’s other allegations against  
24 various competitors and its suggestion that HomeLight is illegitimate, the drive of HomeOpenly’s

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26 <sup>10</sup> HomeOpenly continues to modify its webpage, making additional allegations regarding HomeLight, now claiming  
27 that HomeLight’s conduct violates a host of federal statutes. See Exhibit A versus  
<https://homeopenly.com/Reviews/HomeLight>.

<sup>11</sup> <https://homeopenly.com/Reviews/HomeLight>

<sup>12</sup> [https://www.ftc.gov/files/documents/public\\_statements/896923/151222deceptiveenforcement.pdf](https://www.ftc.gov/files/documents/public_statements/896923/151222deceptiveenforcement.pdf)

1 statements is to mislead consumers into thinking HomeLight is operating outside of the law, and  
 2 engaging in deception.<sup>13</sup>

3 22. HomeOpenly also purports to warn consumers about “hidden kickbacks” in its  
 4 advertorial review of HomeLight.<sup>14</sup> This implies to potential agents or clients that if they work  
 5 with HomeLight they will end up paying a substantial and unnecessary premium, which is false.  
 6 HomeLight’s referral agreement with its agents is on the HomeLight Terms of Service and is very  
 7 clear: “Maintaining a profile on HomeLight is completely free. However, if you choose to accept  
 8 Referrals from HomeLight, and if you subsequently handle a real estate transaction for this  
 9 Referral, then you agree to pay us a Referral Fee of 25% of the gross commission you earn. This  
 10 is how we earn money and is what allows us to continue to provide our services to you. The terms  
 11 for this Referral Fee (the ”Referral Agreement”) for Agents and Brokers is located here. Your  
 12 acceptance of any Referral from HomeLight constitutes your express and ongoing assent to the  
 13 terms of this Referral Agreement, as may be amended from time to time.”

14 23. Shkipin claims HomeLight’s statement that its service is free is a false statement  
 15 because no real estate broker works for free. But HomeLight does not claim to work for free, it  
 16 claims the service provided to the home buyer or seller is free, and this is true. Of course  
 17 HomeLight does not work for free. Neither does HomeOpenly.

18 24. Shkipin falsely states that HomeLight provides no value to consumers, but his  
 19 reasoning is simply a statement of his own ignorance. He states that there is no evidence of value  
 20 to consumers, but what he really means is that he does not have any evidence he accepts.  
 21 However, Shkipin is aware that HomeLight can provide testimonials of customers who claim that  
 22 the service has been of value to them, because some of these testimonials he has published on his  
 23 own site. He is therefore aware of evidence contradicting his statement that HomeLight provides  
 24 nothing of value, but he still maintains this false claim.

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 28 <sup>13</sup> <https://homeopenly.com/Reviews/HomeLight>

<sup>14</sup> <https://homeopenly.com/Reviews/HomeLight>

1                    **HomeOpenly Falsely Claims that HomeLight is a Scam**

2                    25.        On HomeOpenly’s “HomeLight.com Realtor ® Kickbacks and Antitrust” page  
3 (the “Antitrust Page”), Shkipin makes the rather remarkable (and untrue) claim that “HomeLight  
4 is one of the greatest real estate scams in modern history.”<sup>15</sup>

5                    26.        On the Antitrust Page, he further states, “[c]onsumer allocation between licensed  
6 real estate brokers is a felony. This illicit practice costs US consumers about \$15 billion in  
7 overpriced commissions each year. HomeLight alone has collected several billions USD in  
8 kickbacks from random Realtors since inception, without helping anyone to sell or buy a single  
9 home anywhere. HomeLight is a California real estate broker DRE License 01900940, but it  
10 never represents consumers when buying or selling real estate.” These assertions are blatantly  
11 false and misleading.

12                    27.        Shkipin falsely claims that HomeLight matches consumers with “random” agents.  
13 In actuality, HomeLight investigates agents who wish to participate, examining their credentials  
14 and sales record, and applying proprietary methods, selects agents which best match the  
15 consumer’s needs and preferences. By stating that HomeLight provides “random” agents,  
16 Shkipin is intentionally misrepresenting a core function of HomeLight’s business, a function that  
17 adds value to the consumer, which HomeOpenly cannot provide.<sup>16</sup> Shkipin suggests, without  
18 basis, that HomeLight is engaged in an illegal allocation scheme. Yet Shkipin fails to identify  
19 how HomeLight’s business could separate and allocate customers in a way that limits their access  
20 to agents, as would be necessary to constitute an illegal allocation scheme. Rather, he claims,  
21 counterfactually, that the Sherman Act requires all brokers to always be in competition with each  
22 other, and states that HomeLight is acting improperly by cooperating with agents. But that does  
23 not constitute an allocation scheme, and on information and belief, Shkipin knows that brokers  
24 and agents are allowed to cooperate rather than compete in some circumstances,

25                    28.        Potential HomeLight clients and business partners have viewed the false  
26 statements published by HomeOpenly, and HomeOpenly’s statements have proximately caused a

27 \_\_\_\_\_  
28 <sup>15</sup> <https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate>

<sup>16</sup> In fact, HomeOpenly appears to do no vetting whatsoever, relying, apparently, on the honesty of real estate agents.



1 loss of business for HomeLight and its partner agents. On information and belief,  
 2 HomeOpenly's false and misleading statements have cost HomeLight over \$75,000 in lost  
 3 business to date, and HomeOpenly's continued false public disparagement of HomeLight  
 4 continues to cost HomeLight business on a weekly basis.

5 29. HomeLight attempted to resolve this matter informally without the Court's  
 6 assistance. On November 4, 2021, HomeLight sent a cease and desist letter to HomeOpenly  
 7 seeking correction or removal of false statements it had published about HomeLight and  
 8 unauthorized use of HomeLight's trademarks. On information and belief, in response to  
 9 HomeLight's demands, the only modification that HomeOpenly has made is to publish the cease  
 10 and desist letter and HomeOpenly's response to the same. HomeOpenly continues to publicize  
 11 multiple false and misleading claims about HomeLight, including each of the statements  
 12 identified in this complaint.

### 13 **NATURE OF ACTION**

14 30. HomeLight seeks monetary and injunctive relief for HomeOpenly's false  
 15 advertising and trademark infringement as it has injured HomeLight.

### 16 **THE PARTIES**

17 31. HomeLight, Inc. is a corporation organized and existing under the laws of the State  
 18 of Delaware, having offices at 100 California St., Suite 800, San Francisco, California 94111.

19 32. On information and belief, HomeOpenly is a former corporation organized and  
 20 existing under the laws of the State of California, having offices at 325 Sharon Park Drive., #416,  
 21 Menlo Park, California 94025 that now operates as a d/b/a for Dmitry Shkipin.

22 33. On information and belief, Dmitry Shkipin is an individual who is the head of  
 23 development and operations at www.homeopenly.com, operates HomeOpenly as his personal  
 24 business, residing at an unknown physical location in the state of California, and maintaining a  
 25 mailing address at 1684 Decoto Rd., Union City, CA 94587.

### 26 **JURISDICTION AND VENUE**

27 34. HomeLight's claim for Lanham Act false advertising arises under the laws of the  
 28 United States, 15 U.S.C. §1125(a).

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1 35. HomeLight’s claim for trademark infringement arises under the laws of the United  
2 States, 15 U.S.C. § 1114.

3 36. This Court has subject matter jurisdiction pursuant to 15 U.S.C. §§1114, 1121, and  
4 1125, and 28 U.S.C. §§1331 and 1338.20.

5 37. Venue is proper within this judicial district under 28 U.S.C. § 1391(b).

6 **GENERAL ALLEGATIONS**

7 38. On information and belief, HomeOpenly’s advertorial “Review” regarding  
8 HomeLight was originally published on February 17, 2019, and edited several times since, at least  
9 as recently as November 2021. A copy of the advertorial, accessed and saved on March 22, 2022,  
10 is attached as Exhibit A.

11 39. On information and belief, HomeOpenly’s “HomeLight.com Realtor® Kickbacks  
12 and Antitrust” article regarding HomeLight was first published on September 11, 2019, and has  
13 been edited since. A copy of this webpage, accessed and saved on March 24, 2022, is attached as  
14 Exhibit B.

15 40. Collectively, HomeOpenly’s pages about HomeLight include numerous false and  
16 misleading statements, including statements to the effect that:

17 a. HomeLight required its partner agents to pay high fees that amount to 25%  
18 of their commissions.

19 b. HomeLight is an illegitimate (and thus fraudulent or illegal) enterprise.<sup>17</sup>

20 c. HomeLight is a referral brokerage or referral network, akin to the referral  
21 networks that HomeOpenly competes with.

22 d. HomeLight has violated federal antitrust laws.

23 e. HomeLight is a real estate scam.

24 41. HomeLight presented HomeOpenly with a cease and desist letter on November 4,  
25 2021, informing HomeOpenly of its false and misleading allegations and demanding removal of  
26 the same. The cease and desist letter is attached as Exhibit C.

27 \_\_\_\_\_  
28 <sup>17</sup> <https://www.merriam-webster.com/dictionary/illegitimate>

1           42.     On November 9, 2021, Mr. Shkipin responded to the cease and desist letter,  
2 refusing to remove his false and misleading statements and threatening a countersuit based on  
3 multiple spurious claims. The Shkipin Response is posted on the HomeOpenly website at  
4 <https://homeopenly.com/docs/RE-HomeLight-Review-Notice-to-Cease-and-Desist.pdf>.

5           43.     Additionally, HomeLight is the owner of U.S. Registration No. 4,267,800 to the  
6 mark HOMELIGHT for Real estate brokerage services; providing information in the field of real  
7 estate; providing real estate agency services and real estate brokerage services via a global  
8 computer network; and providing non-downloadable computer software for matching real estate  
9 agents with buyers and sellers of real estate and has used the HomeLight mark without  
10 interruption since 2011. A copy of that trademark registration is attached hereto as Exhibit D.

11           44.     HomeLight has also featured its logo, shown here, without interruption since 2012  
12 and as such has acquired secondary meaning in the relevant market. HomeLight also owns  
13 federal trademark registrations in its logo (Reg. Nos. 6576498 and 6590154, Exhibits E and F):



18           45.     HomeLight is an innovator in the field of matching real estate brokers with clients,  
19 among other services, and has developed significant goodwill in this logo as it relates to those  
20 services. HomeLight operates throughout the United States and has a presence online and with  
21 real estate professionals in all 50 states.

22           46.     HomeOpenly, Inc. is now offering real estate services using a logo as shown here:



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47. This logo being used by HomeOpenly with a variety of real estate services is confusingly similar to the HomeLight Logo. Both utilize a two-tone color scheme in blue and gray with a white gap between the house roofline representation and the sky and would appear to those in the marketplace to be variants of the same logo owned by HomeLight.

48. In its many webpages that make false and misleading allegations about HomeLight, HomeOpenly prominently uses the HomeLight logo in a manner that falsely suggests association or sponsorship, and which results in consumer confusion or is highly likely to result in consumer confusion.

49. HomeOpenly and HomeLight offer real estate services in the same field. HomeLight has spent considerable sums of money and time to build up the goodwill of its company, its trademarks and logos. As a result, these are invaluable business assets and will be jeopardized by continued infringing use of HomeOpenly logo to advertise and sell its services.

**CAUSES OF ACTION**

**COUNT I**

**Federal Trademark Infringement  
15 U.S.C. § 1114**

50. HomeLight repeats and incorporates herein Paragraphs 1–49.

51. Plaintiff uses the distinctive HomeLight Logo in connection with advertising and sales in the real estate services, including in the form of (i) a logo utilizing a two-tone color scheme in blue and gray with a white gap between the house roofline representation and the sky; (ii) the same logo appearing beside the mark HomeLight; and (iii) the same logo but monochromatic. HomeLight also owns federal trademark registrations in its logo (Reg. Nos. 6576498 and 6590154)

52. HomeLight has continuously used its logo in connection with its real estate services since at least 2011, long prior to Defendants’ use of its logo.

53. The HomeLight Logo is inherently distinctive and have acquired secondary meaning in the minds of consumers.

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1           54. Upon information and belief, consumers recognize and identify the HomeLight  
2 Logo as identifying and distinguishing Plaintiff’s services from those offered by others to indicate  
3 the source of the services, even if the source is unknown, and the HomeLight Logo is a valuable  
4 asset belonging to HomeLight.

5           55. Subsequent to HomeLight’s adoption and use in commerce of the HomeLight  
6 Logo, Defendants have offered and continue to offer real estate services featuring a logo that is  
7 confusingly similar to the HomeLight Logo and is likely to cause confusion and mistake and to  
8 deceive consumers as to the source, origin, or sponsorship of its products. Defendants have also  
9 wrongfully employed the HomeLight Logo on its website under the guise of an informative blog,  
10 but in reality to promote and sell its own services, thereby confusing customers into mistakenly  
11 believing there is some shared affiliation or sponsorship between the companies.

12           56. Defendants have not been authorized by HomeLight to offer services bearing the  
13 HomeLight Logo or any confusingly similar version thereof or use the HomeLight Logo.

14           57. Consumers are likely to be confused that Defendants’ services using the  
15 HomeLight Logo originate from, or are otherwise sponsored by or affiliated with Plaintiff, when  
16 they are not. Consumers are also likely to be confused that Defendants’ services using  
17 Defendants’ confusingly similar logo originate from, or are otherwise sponsored by or affiliated  
18 with Plaintiff, when they are not.

19           58. Upon information and belief, Defendants’ unlawful acts have been committed  
20 willfully, with the intention to cause confusion, mistake, and deception.

21           59. Upon information and belief, Defendants have profited from their unlawful actions  
22 and have been unjustly enriched to the detriment of Plaintiff.

23           60. Defendants’ unlawful actions have caused Plaintiff monetary damage in an amount  
24 presently unknown, but to be determined at trial.

25           61. HomeLight has suffered and continues to suffer an irreparable injury by  
26 HomeOpenly’s wrongful acts including a loss of goodwill, and no remedy available at law would  
27 be sufficient to compensate it for that injury.  
28



1           71.     The actions of Defendants violate the Federal Trademark Commissions’ guidelines  
2 on “native advertising” for example as explained in the FTC’s “Enforcement Policy Statement on  
3 Deceptively Formatted Advertisements” which can be accessed at:  
4 [https://www.ftc.gov/system/files/documents/public\\_statements/896923/151222deceptiveenforce](https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforce)  
5 [ment.pdf](https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforce).

6           72.     Defendants’ false and misleading statements have caused and are likely to  
7 continue to cause HomeLight to lose business, including both clients and agents, and also to lose  
8 goodwill.

9           73.     Defendants’ false and misleading statements concerning HomeLight are a  
10 violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

11           74.     On information and belief, Defendants know that their representations concerning  
12 HomeLight are false or misleading.

13           75.     On information and belief, Defendants’ false or misleading representations of fact  
14 were done with bad faith and malice or reckless indifference to HomeLight’s and consumers’  
15 interests and are likely to affect the consumer’s conduct or decisions with regard to a product or  
16 service.

17           76.     Defendants’ false or misleading representations of fact makes this an exceptional  
18 case within the meaning of 15 U.S.C. § 1117.

19           77.     HomeLight has suffered and continues to suffer an irreparable injury by  
20 Defendants’ wrongful acts of false advertising including a loss of goodwill, and no remedy  
21 available at law would be sufficient to compensate it for that injury.

22           78.     Considering the balance of the hardships between HomeLight and HomeOpenly,  
23 an injunction is warranted, and the public interest would not be disserved by the issuance of an  
24 injunction.

25           79.     As such, HomeLight is entitled to an injunction restraining Defendants, and all  
26 persons acting in concert with it, from engaging in further acts constituting false advertising in  
27 violation of the Lanham Act.

28

1 80. HomeLight is additionally entitled to actual damages in an amount to be proven at  
2 trial for injuries sustained as a result of Defendants’ violations of 15 U.S.C. § 1125(a), recovery  
3 of Defendants’ profits obtained through its wrongful actions, as well as recovery of attorneys’  
4 fees and costs of this action, pursuant to 15 U.S.C. § 1117.

5 81. Defendants should additionally be required to issue corrective advertising to repair  
6 the damage it has done to HomeLight with its customers and in the marketplace.

7 **PRAYER FOR RELIEF**

8 82. WHEREFORE, Plaintiff HomeLight asks this Court to:

9 1. Grant an injunction restraining HomeOpenly (including its officers, agents,  
10 and employees) and Dmitry Shkipin from:

11 a. Engaging in false advertising or otherwise unfairly competing  
12 against HomeLight and its partner agents;

13 b. Making false, deceptive, or misleading statements regarding  
14 HomeLight and its partner agents, and

15 c. Improperly using the HomeLight Logo or a logo confusingly  
16 similar to HomeLight’s Logo.

17 2. Enter judgment in favor of HomeLight and against HomeOpenly and  
18 Dmitry Shkipin;

19 3. Award HomeLight actual and compensatory damages;

20 4. Order HomeOpenly and Dmitry Shkipin to issue corrective advertising to  
21 repair the damage it has done to HomeLight;

22 5. Award HomeLight its costs, including attorneys’ fees, pursuant to the  
23 Lanham Act, and as otherwise permitted by law; and

24 6. Enter such other and further relief as the Court deems just and proper.

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28 ///

FENWICK & WEST LLP  
ATTORNEYS AT LAW



**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6, HomeLight demands a jury trial.

Dated: May 27, 2022

FENWICK & WEST LLP

By: /s/ Todd Gregorian

Todd Gregorian

Attorneys for Plaintiff

HOMELIGHT, INC.

FENWICK & WEST LLP  
ATTORNEYS AT LAW

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# Exhibit A

## HomeLight Reviews (Consumer Warning)

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★★☆☆☆ Editor's Rating

★★★☆☆ Users' Rating

Reviews for HomeLight, a referral network that matches consumers with real estate agents.

Post a Review

Back to Directory (RealEstateDirectory)

Compare



Start your review of HomeLight



## Consumer Warning

HomeLight is a broker-to-broker collusion scheme, where "partner agents" unlawfully agree to pay massive kickbacks to receive your information by engaging in market allocation, consumer allocation, false advertising, hidden kickbacks, wire fraud, and price-fixing practices. As a consumer, you will always significantly overpay for Realtor commissions subject to hidden kickbacks and pay-to-play steering promoted in this scheme.

United States federal antitrust laws prohibit consumer allocation and blanket referral agreements between real estate companies.

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

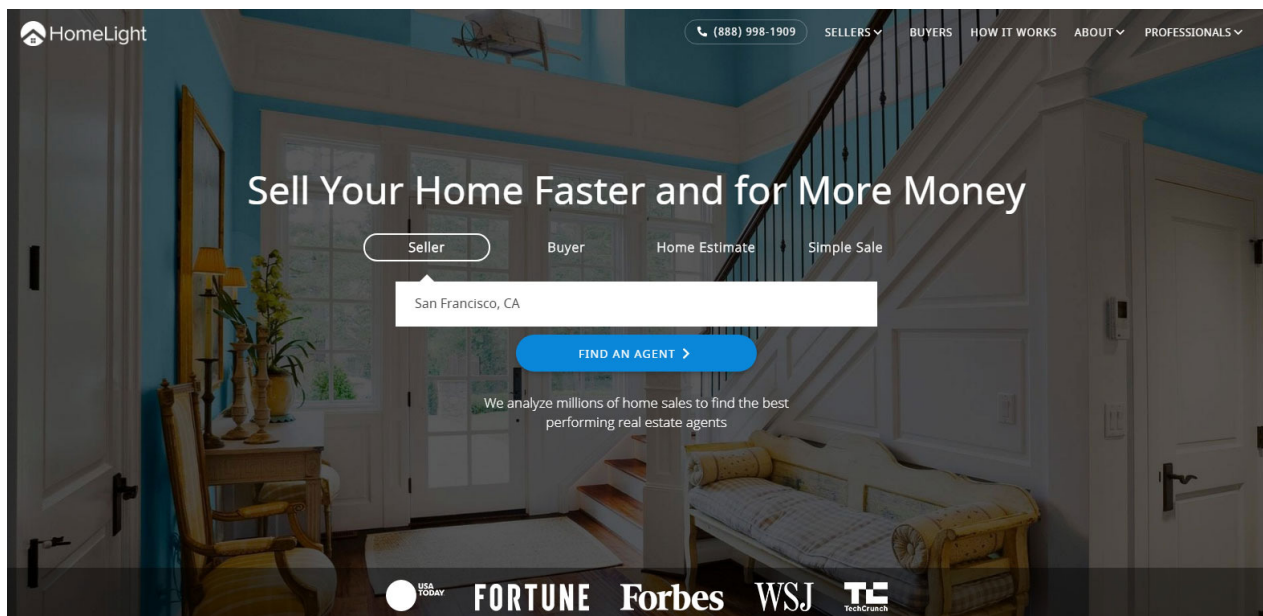
Be smart; do not allow your information to be "sold as a lead" to a double-dealing Realtor in exchange for massive commission kickbacks paid from your future home sale, or your future home purchase.

## Buying and Selling with HomeLight

HomeLight is a referral fee network designed to collect fees by matching consumers with local real estate agents willing to participate. HomeLight operates as a licensed real estate brokerage in California under BRE License #01900940, but it does not produce any services that are typically offered by real estate agents and does not represent consumers when buying or selling real estate in any State.

When consumers submit information to HomeLight, this information is simply sold to real estate agents who are willing to pay for it with a 25% share of their commission.

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Company Website (<https://www.homelight.com>)

## HomeLight Pricing

HomeLight revenue comes from referral fees and sale of user data.

## Listing Services

- This Service Does Not Represent Sellers

## Buyer's Agent Services

- This Service Does Not Represent Buyers

## HomeLight Editor's Review:

Dmitry Shkipin (<https://www.linkedin.com/in/dmitryshkipin?trk=profile-badge>)

Last updated: 25 April 2021



First published: 17 February 2019



On paper, HomeLight seems to have a great idea – to provide its users with a list of the "most effective" real estate agents that are scrutinized across the board to systematically facilitate better offers for sellers and better terms for buyers.

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." Digging deeper into Terms of Service the actual model turns out to be much less effective - HomeLight is a California licensed real estate broker that collects a 25% referral fee from all real estate agents that participate.

This fee makes it hardly a free service for anyone since referral fees are inevitably passed down to consumers.

More importantly, HomeLight applies this pay-to-play bias towards all matching results, meaning, only real estate agents that have agreed to pay a referral fee are displayed in match results for consumers.

HomeLight audits all transactions because it needs to find out how much money real estate agents receive in commissions, inevitably collecting private details of consumer's agreement for home purchase or sale.

HomeLight further claims to produce higher returns to consumers when selling, but there is absolutely no third-party evidence for this. HomeLight algorithm is self-proclaimed and is based on the data derived from MLS past transactions. There are any number of factors that affect the actual home value with no proven correlation to agent representation. In order to select a proper real ^

estate agent, consumers need an open and a transparent information process that HomeLight is unable to provide.

HomeLight plays fees down to consumers - it states directly that the service is 100% free, but at the same time, it rigidly locks every participating real estate agent into 25% referral fee attached to the back-end of every contract. As a licensed real estate agent that doesn't perform any real estate services or takes any responsibility for the transaction, it is not entirely clear how this process works under the Business and Professions Code and RESPA.

Clearly, real estate agents only sign-up with HomeLight because the price of the referral fee can be easily incorporated into their client's agreement with excessive commissions.

HomeLight receives the second lowest score because this service is clearly biased and it claims to provide the complete opposite of what it actually does. HomeLight has presented the following facts prior to the review getting published, but did not respond with any comments. HomeLight must be well aware of this issue but continues to operate on pay-to-play methodology in order to collect fees that needlessly make home buying and selling more expensive.

## HomeLight Simple Sale™ Product

HomeLight further offers consumers a connection to local real estate developers that buy and flip homes for profit. According to the company, the majority of Simple Sale developers are only interested in purchasing off-market homes. HomeLight itself admits that 91 percent of sellers choose a real estate agent to list their home on the open market, but that does not stop it from an attempt to offer your information to developers as well.

HomeLight states it will show the seller their best iBuyer offer

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against an estimation for what they can sell a home in an open market with the help of an agent. The reality is HomeLight doesn't care how your home is sold, as long as it receives a fee for directing you one way or another. It costs absolutely nothing to HomeLight to offer you a bad deal on selling your home to a real estate developer because this company is a referral fee network that is primarily interested in connecting consumers to anything that pays them a fee.

HomeLight does not state how much developers and iBuyers pay them for each successful lead, but according to third-party sources, HomeLight receives a 4% commission from the total value of your home. Remember, this fee comes from the real estate developer, so HomeLight for all practical reasons, works for that developer, not you. A developer will know that your home is off-market and it costs them absolutely nothing to give you a severely underpriced offer.

Typically, iBuyers cost consumers about 15%-20% of net equity from the home sale, when accounting for all fees and reduced cash offer against your home's true value. Most developers will not take anything less of a 30% margin below market. The reason is developers experience high risks and double transaction costs when making an offer on your home, and HomeLight's 4% commission on the sale is a very real closing fee to account for. The bank, on the other hand, does not care how you sell your home or for how much. Your mortgage company receives the same amount from the sale of your home, so these all excessive costs work directly against your net equity as a seller. If you are seriously considering Simple Sale offer made to you using HomeLight, the best way to approach it is with your own real estate agent who does not pay any referral fees to HomeLight.

Of course, matching you with a competitive agent to list your home on the open market is something HomeLight is not built for. ^



Remember, HomeLight is a broker that is interested in receiving a referral fee for any match. If HomeLight does not receive payment of some sort from a broker, you will never see them on their platform. When you use a broker sent to you by HomeLight, you are paying for two brokers.

## Consumer Steering

Some consumers who receive a recommendation for the three local HomeLight partner agents will often proclaim that the process of selecting a Realtor is very simple and that they have experienced excellent results.

The question stands, why doesn't the editor's review for HomeLight extend a similar recommendation? The difference is that the editor's review focuses directly on the quality of HomeLight brokerage as an information channel, while most consumers tend to combine HomeLight brokerage with an experience provided by HomeLight partner brokers into a single experience. From an editor's perspective, these are not the same.

The way consumers find a real estate professional must be unbiased and free from pay-to-play incentives in order to be considered as a quality channel.

HomeLight brokerage offers an excellent channel that proactively steers consumers toward a highly selected pool of partner brokers who have a blanket referral agreement with them, in an exchange for a significant share of their commission.

This is a very different experience than having to genuinely rate local agents and offer an unbiased recommendation. HomeLight has a direct financial incentive to steer consumers toward brokers who charge higher commissions.

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Moreover, HomeLight brokerage operates by excluding itself from the competition with partner agents. In the United States, it is unlawful for real estate professionals to allocate consumers or organize into broker referral networks by means of blanket referral agreements.

HomeLight is a brokerage and it must compete with other brokers, instead, the company organizes brokers into a network in order to receive a cut of their commission. Real estate professionals working with HomeLight no longer compete for consumers, but rather compete for HomeLight to steer their business.

HomeLight consistently applies a logical fallacy called “Appeal to Authority” where it states that their partner agents are the best simply because the company has done some sort of “black box” research without actionable reasoning to support the claim. HomeLight algorithm is biased by default, simply because it will only match consumers with partner agents, and not all local agents.

HomeLight cannot actually rate all local agents and publically disclose this data, simply because agents who are rated badly will argue that the system of rating is flawed – not all transactions are recorded in the MLS, it is impossible to truly determine the quality of agents based on data provided in the MLS, some agents will underprice homes to sell them quicker, etc. Consumers are legally allowed to rate their experience with services in the United States. Unbiased channels such as Yelp! freely offer unbiased medium with good information where brokers cannot buy their recommendations with referral fees, or offer consumers gift cards to write reviews.

HomeLight only offers three best choices, simply because these agents will not argue with that determination, in fact, they are

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willing to provide a kickback of their commission for the privilege.

All of these reasons combined are why the editor's review rating is so much different from positive consumer reviews. The editor's rating focuses on the fairness of the process, rather than the individual outcome. In order to promote fair practices in the industry, we place a very different value on pay-to-play steering vs. unbiased match results.

## Is HomeLight Free?

HomeLight often proclaims that its "service is 100% free." We find this statement to be false. HomeLight is not free, in fact, this "paper" brokerage adds unnecessary referral fees into transactions that make it more expensive to buy or sell any home.

Eventually, HomeLight is a brokerage and their fees are paid by consumers with higher commissions. HomeLight further claims that "agents don't pay us to be listed, so you get the best match." 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. In fact, HomeLight actively steers consumers toward agents who pay them, just after the transaction.

As of 2019, HomeLight claims to have made a successful match for about 390,000 people with agents. The median home price of a home in the United States is about \$230,000. **Multiplying the two figures yields about \$100 Billion in home sales.** Assuming a 5-6% commission, this yields about \$5 to \$6 Billion in real estate commission business generated nationwide. In the recent Crunchbase article HomeLight claims to have "driven well over \$17 billion of real estate business nationwide," which indicates that ^

HomeLight works with homes above the median price. Simply stated, HomeLight has collected a “standard” 25% referral fee on commissions valued anywhere from \$5 to \$17 Billion since its inception in 2012.

This yields a mind-blowing estimate set at \$1.25 to \$4.25 Billion in commission kickbacks paid to HomeLight from participating brokers across the United States. Almost all of it is profit since HomeLight doesn’t perform any services typically offered by real estate brokers.

HomeLight advertises a 100% free service, yet it subjects consumers to Billions in added fees in one of the most important transactions of their lives.

Update: on November 4, 2021, HomeLight has originated a request to the editor asking for this review to be removed.

The following is a [pdf link](#) (../docs/HomeLight-Review-Notice-to-Cease-and-Desist.pdf) to the notice originated by HomeLight, dated November 4, 2021.

The following is a [pdf link](#) (../docs/RE-HomeLight-Review-Notice-to-Cease-and-Desist.pdf) to the reply written by the editor of this review, dated November 9, 2021.

## Guide References for HomeLight:

[Blanket Referral Agreements in Real Estate](https://homeopenly.com/guide/Blanket-Referral-Agreements-in-Real-Estate) (https://homeopenly.com/guide/Blanket-Referral-Agreements-in-Real-Estate)

[How real estate referral fees work](https://homeopenly.com/guide/how-real-estate-referral-fees-work) (https://homeopenly.com/guide/how-real-estate-referral-fees-work)



[Market Allocation in Residential Real Estate](https://homeopenly.com/guide/Market-Allocation-in-Residential-Real-Estate) (https://homeopenly.com/guide/Market-Allocation-in-Residential-Real-Estate)

[Is HomeLight Match Legitimate?](https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate?) (https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate)

[HomeLight Possible Antitrust Violations](https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations) (https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations)

## FAQ for HomeLight

- [What are the alternatives to HomeLight?](#)
  - [What are the pros and cons of HomeLight?](#)
  - [What is HomeLight?](#)
  - [Is HomeLight legitimate?](#)
  - [How does HomeLight make money?](#)
  - [Is HomeLight algorithm impartial?](#)
  - [What is HomeLight Simple Sale?](#)
- 

## What are the alternatives to HomeLight?

HomeLight directly competes with several broker-to-broker referral fee schemes, including Zillow Flex (https://homeopenly.com/Reviews/Zillow\_Premier\_Broker\_Program), Realtor.com Opacity (https://homeopenly.com/Reviews/Realtor\_Opacity), Redfin Partner Program (https://homeopenly.com/Reviews/Redfin), Opendoor Brokerage (https://homeopenly.com/Reviews/Opendoor\_Brokerage), Rocket Homes (https://homeopenly.com/Reviews/Rocket\_Homes), Better Real Estate (https://homeopenly.com/guide/Bettercom-Possible-Antitrust-Violations), mellohome (https://homeopenly.com/Reviews/mellohome), Sold.com (https://homeopenly.com/Reviews/Sold), Xome (https://homeopenly.com/Reviews/Xome), OJO Labs (https://homeopenly.com/guide/OJO-Labs-Possible-Antitrust-Violations), LemonBrew (https://homeopenly.com/Reviews/LemonBrew), Radius Agent, ReferralExchange, Nobul (https://homeopenly.com^

/Reviews/Nobul), NAEBA (<https://homeopenly.com/Reviews/NAEBA>), topagentsranked, myagentfinder, UpNest (<https://homeopenly.com/Reviews/UpNest>), Clever Real Estate ([https://homeopenly.com/Reviews/Clever\\_Real\\_Estate](https://homeopenly.com/Reviews/Clever_Real_Estate)), and others.

Genuine alternatives to HomeLight are unbiased real estate platforms, open marketplaces, and consumer review portals that offer reliable information without any pay-to-play bias (<https://homeopenly.com/guide/Hidden-Referral-Fees-in-Real-Estate>).

## What are the pros and cons of HomeLight?

Pros: there are none with HomeLight. HomeLight's proposition to match consumers with the best real estate agents is a false advertisement. HomeLight's broker-to-broker collusion scheme (<https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations>) holds no tangible value to any consumer, either when buying or selling a home.

Cons: there are several major disadvantages to HomeLight. First, consumers are hiring two brokers for the work of one (<https://homeopenly.com/guide/how-real-estate-referral-fees-work>). Because HomeLight takes a 25% referral fee, the referred agent is unable to offer their full value to consumers. HomeLight only recommends three paying agents to consumers, leaving out the vast majority of honest agents who refuse to participate in the scheme.

Summary: HomeLight steers consumers toward their network of brokers and away from others. HomeLight cannot legally organize brokers into a network (<https://homeopenly.com/guide/Blanket-Referral-Agreements-in-Real-Estate>) because blanket referral agreements, consumer allocation, and market allocation (<https://homeopenly.com/guide/Market-Allocation-in-Residential-Real-Estate>) between licensed real estate brokers are prohibited in the United States.

## What is HomeLight?



HomeLight is a 'paper' real estate brokerage. Agents agree to pay HomeLight a referral fee, on all closed transactions, through their employing broker. HomeLight does not offer any representation services. HomeLight is a consumer brokering scheme that works to receive a cut of agent's commissions with the use of blanket referral agreements.

## Is HomeLight legitimate?

No. HomeLight is a consumer allocation scheme between licensed real estate brokers that increases broker commissions and limits consumer choices. HomeLight's revenue comes from blanket referral fees set at 25% of the entire broker's commission. HomeLight is scamming consumers when it claims to offer unbiased matches. HomeLight a pay-to-play scheme that offers biased matches for financial gain. The main qualification for real estate brokers who participate with HomeLight brokerage is their willingness to pay a referral fee. Consumer allocation between licenses real estate brokers is a felony in the United States prohibited by federal antitrust regulations.

## How does HomeLight make money?

HomeLight is a pay-to-play scheme that offers biased matches for financial gain. HomeLight is a registered licensed broker with the California Department of Real Estate. As a licensed broker HomeLight does not offer any tangible services, instead, the company utilizes blanket referral agreements with independent Partner Agents in a possible violation of the Sherman Act and RESPA. All Partner Agents must agree to pay HomeLight a blanket referral fee to participate in the scheme.

## Is HomeLight algorithm impartial?



No. HomeLight algorithm is self-proclaimed and easily amounts to unfounded results. HomeLight has a direct financial incentive to recommend the most expensive brokers to consumers because their referral fees are calculated from the total price of the commission a referred broker earns from the real estate transaction.

HomeLight does not have any legal authority to rate the quality of other real estate brokers because it is a broker like any other. HomeLight is a 100% biased platform.

## What is HomeLight Simple Sale?

HomeLight Simple Sale (<https://homeopenly.com/guide/Is-HomeLight-Match-Legitimate>) is a consumer brokering scheme (<https://homeopenly.com/guide/HomeLight-Possible-Antitrust-Violations>) where HomeLight feeds home seller's information to cash home buyers in exchange for a hidden 4% kickback paid by the cash home buyer.

Simple Sale is not a legal home seller representation. HomeLight does not act in a listing brokerage capacity and does not have a representation agreement signed with the home seller. This means that whenever a home seller sells their home to via Simple Sale, HomeLight receives a kickback from the cash home buyer, under the premise that consumers 'save' on the cost of the listing commission.

In reality, with Simple Sale, home sellers are fed into a consumer brokering scheme, lose control of their consumer choice, are presented with below-market offers, lack exposure of their home on the open market, and receive zero market offers made by legitimate buyers.

It is unlikely that any legitimate seller's agent can recommend selling any home off-market with a third party taking hidden kickbacks from the proceeds. A legitimate real estate agent always works for the home seller and always acts in the seller's best interest under ethics and local state Business and Professions codes. HomeLight merely acts in their self-interest (<https://homeopenly.com> ^



/guide/Is-HomeLight-Match-Legitimate) and in the best interest of whoever pays it the largest kickbacks.

## Where does HomeLight operate?

HomeLight currently operates in select areas across United States.

### Contact HomeLight:

100 1st St Suite 2600  
San Francisco, CA 94105 US

Phone: (855) 999-7971 (tel:+18559997971)



# HomeLight

## HomeLight User Reviews

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 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.

(<https://www.ftc.gov/news-events/blogs/business-blog/2019/04/its-unwise-incentivize-positive-skewed-reviews>)

Please proceed with caution.

★☆☆☆☆ 03/18/2022

Valerie M. Dallas, TX

Homelight contacted me about an offer on my non listed house. I replied back but never heard anything. I think this is a scam marketing company disguised as a real estate referral company. Do not give them your info! You will get spammed but not with a home offer from Homelight.

★☆☆☆☆ 03/15/2022

Julie Palm Coast, FL

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Not sure how this happened but received 2 offers for over 100k LESS than we sold it for.

★☆☆☆☆ 03/09/2022

Jonathan Holland

I gave them my information because I was curious about an estimate on my home price. The estimate was no good, and they constantly hound me with real estate agents, and there seems to be no way to close my account and remove my information from their database.

★☆☆☆☆ 02/20/2022

Roy s. Highland, CA

Waste of time bill reached out twice offering to purchase my house asks for info and than never makes a offer or response to any emails if you want to sell just use your trusted realtor much easier and straight forward

★☆☆☆☆ 02/19/2022

Andrea Huntington, NY

I was referred several agents, not one was local enough, none familiar with my town. Not one local agent, not one agent who knew anything about my area.

This is Fraud. False advertising. The Agents pay for the referral, that's all.

★☆☆☆☆ 02/05/2022



Leigh G. *Garden City, ID*

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I requested an estimate of home value. The value result is significantly lower (less than we paid in 2019) than I know (based on CMAs, recently sold, listing prices) we could ask when we decide to sell. Disappointing, but, of course, they knew of an investor who would like to buy it!

★☆☆☆☆ 01/21/2022

Margaret B. *Anchorage, AK*

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Saw an add on tv offering a free home valuation. Spent 10 minutes trying to get the valuation but never got it. The website would not allow it because I wasn't giving up a phone number. When you have to force customers to provide basic info, you haven't earned their trust? Earn it, then ask.

★☆☆☆☆ 04/21/2021

Sean N. *Stafford, VA*

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I have been receiving calls from an unknown number for days, and they refuse to leave a voicemail. I don't answer numbers I don't recognize. After several days of the same number calling, and not leaving a message, I answer, to find it's HomeLight. No one on the other end, and as I'm about to hang up, an automated voice tells me this call is being recorded, and man comes on, saying he's from HomeLight. I hang up. Immediately after that I receive a flurry of phone calls, emails and texts from real estate agents - completely unsolicited! I realized that I had recently used an online home valuation calculator out of curiosity. Apparently the information I entered was distributed to agents under the pretense that I was selling my home. I

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never once suggested that my home was going on the market when using the online tool. Be warned, they will spam you if they get your information.

★☆☆☆☆ 03/23/2021

Judd C. *Denver, CO*

This is not a transparent offering. The clients are not paired with the best Brokers for them, they are paired with the brokers that are paying into this referral network. Often these brokers are the less effective or experienced brokers that don't have enough of their own deal flow, and therefore have to pay someone else for leads. I don't like that this info is hidden and the service tries to present itself as a legitimate 'matching' process for clients, when it's just a paid referral program for the owners of Homelight.

★☆☆☆☆ 01/09/2021

Nathan M. *Akron, OH*

It's been 3 years since my house sold, but I just had vent about Homelight.

A wife and husband showed hours after soliciting Homelight. It would be too lengthy for me to detail everything. They advised me to keep my used furniture in place, which I know is not a good idea. They brought out clients as I warned I wasn't ready, took clients out anyway, and then chewed me out because it wasn't ready. The wife thought that hugging the seller a lot was a good idea. I don't like strangers hanging me. There's a lot more, but suffice to say, Homelight doesn't get the biggest sellers. The subsequent realtor that did a great job selling in under a month, did a great job and said he'd never heard of the apparent amateurs that Homelight Dispatched.

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DONT USE HOMELIGHT  
THEY'RE BS. Thank you

★☆☆☆☆ 11/24/2020

Bob S. *Denver, CO*

Homelite sends out millions of texts every day which is illegal. No means no. We are on a no call list but they keep texting.

★☆☆☆☆ 11/10/2020

Kay P. *Portland, OR*

This is a worthless scam company that will not stop spamming me even though I have never solicited or used their services. I have no idea how they got my information, but I have no need of them and cannot get off of their list.

★☆☆☆☆ 10/31/2020

Tamera B. *Columbia, SC*

SPAM Company. BEWARE! This company tells you they will provide you with the BEST agent for YOUR NEIGHBORHOOD, which is a lie. They will provide you with an agent willing to pay 25% of their commission back to them. The consumer IS NOT Getting the MOST EXPERIENCED OR THE TOP PRODUCERS for their community. ASK the agent to SHOW THEIR PRODUCTION STATS. Then ASK people in your community for a personal referral of an agent or use a review service.

★☆☆☆☆ 10/22/2020

Pop p. *Lewes, DE*



Only made an inquiry for these folks, based on information I provided on my home, to provide a value or appraisal. Was not seeking a realtor only a comparison on their estimate compared to Zillow's estimate compared to a professional appraisal. They were nearly \$300,000 dollars less than the professional appraisal and \$200,000 dollars less than Zillow. I made no request for anything else and provided an old telephone number but asked for no calls. Two weeks latter they tried to call and when able to connect emailed trying to get me to connect with one of their realtors. Unethical, misleading and an intrusion on my privacy and disregarding my wishes. These types of business practices should be outlawed.

★★★★★ 03/01/2020

ALBERT S. *Union Mills, IN*

I searched for a realtor on HomeLight. Several were recommended to me. I chose Dave Woodson because of his history in LaPorte County. He put our house on the market and had an offer in less than 24 hours. He offered us good advice. He responded quickly to our questions. I would have liked to hear from him a little more often in the interim. There were 6 weeks between the offer and closing. I know that there was a lot of time when nothing was happening, but a short contact to let us know everything was still moving forward. He did contact us as things happened, but sometimes there were weeks that we didn't hear from him and that left us wondering. Just something minor. He did a great job for us and when we go to sell our other house we will call Dave.

★☆☆☆☆ 02/27/2020

Carol V. *Myrtle Beach, SC*

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We found Jeff Casterline with BRG Realty on Homelight. He did absolutely NOTHING for us. He did not represent us as sellers at all. The nonsense we went through as sellers should have been avoided by Jeff, but he did absolutely nothing for his 6% commission. We have bought and sold 9 homes to date and this experience, without a doubt, was the most stressful we have ever had due to Jeff's nonchalant attitude about what the buyers and the buyer's agent were putting us through. I would NEVER recommend BRG, and especially Jeff Casterline to sell your house. He was nothing like what he represented himself as when we originally spoke to him about selling our house.

★★★★☆ 01/18/2020

Dan J. Roseville, MI

Homelight offers to pay people who have used their service for positive reviews. I recently used them and they offered me a \$20 Amazon gift card to give a positive review along with an extra \$10 if I would post the review on another site (by the way they don't ever actually end up paying you it is just more lies). I personally would not use Homelight again they only recommended 2 agents and neither were very good. I don't believe they really select top agents instead just using agents agreeing to their kickbacks. I have also received a lot more spam emails and calls since sharing the info with Homelight.

★★★★☆ 01/04/2020

Jennifer K. Kalamazoo, MI

I do appreciate the home light service to connect homeowners with real estate agents. I was looking for a good realtor when I did a google search and landed on the home light site. I put in my information and was matched up with three realtors. I



heard from two of them within hours. Great response and excellent referral for both realtors. We had both of them come and provide their thoughts on our home and what it would sell for. We liked both realtors so much we had a hard time deciding which one to use. I am very happy with the home light service and would use it again if I needed to find a realtor that would be a good match for us.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 01/02/2020

Jeremy S. Cohoes, NY

The process of selling a home is overwhelming enough without factoring in the chore of selecting the right real estate agent. HomeLight was a life saver in this process. In addition to offering helpful advice regarding the sales process, I answered a few brief questions and received a list of the top selling agents in my area. Within hours of using HomeLight I had three appointments with realtors to interview. The process could not have been easier. Thank you HomeLight!

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/27/2019

Gabrielle Bristol, CT

Homelife made selecting a realtor very simple for us. As first time home buyers, we didn't know where to even start to look for a realtor! We were provided with several agent options

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once we signed up with Homelife. Our realtor Doreen provided us an amazing experience and we are so grateful that Homelife led us to her!

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Pamela R. *Phoenix, AZ*

I was very happy with HomeLight services. I had the home on the market and used a relative for my agent for 3 months with only one very low offer. I needed to change agents. They referred me to 3 excellent real estate agents who promptly responded to my inquires. I chose the one who best understood our home's value and potential and could guide me through the process. I would never have known where to start or how to search for the best without this service. After following the advice of my excellent agent, Lisa Roberts, the house sold the first day back on the market. (Please do not publish my full name)

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Adam W. *Phoenix, AZ*

We are incredibly satisfied with the realtor which we ultimately selected thanks to referral by HomeLight . HomeLight did a great job of promptly helping us to select from among many well-recommended agents. Additionally, our realtor also had

positive things to say about HomeLight's referral network. Based on this experience I would recommend HomeLight for anyone looking to identify potential realtors to interview.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Jeannette B. *Searcy, AR*

We chose David Lorton upon your recommendation to sell our home. He gave advice, professionally, how to "stage" our home for the maximum effect, took realistic pictures of our home, inside and out, input data into MLS and communicated with us constantly. Most agents advised us we wouldn't be able to sell our home until the spring but David's optimism, marketing and experience in concert with our partnership in working with him made it possible for us to accept an offer a little over three weeks after listing for a fair offer. Thank you, HomeLight, for recommending such a professional and experienced agent that was the total package! We would heartily recommend HomeLight and David Lorton to anyone needing to buy or sell their home.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Denise N. *Magnolia, TX*

I can not stress enough how amazing, wonderful, caring and professional Honey & Company were to work with. I highly

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recommend them and HomeLight to everyone. I've never experienced such awesome customer service.

10 ?? Rating.

I thank God I found HomeLight who led me to my fabulous realtor Connie @ Honey & Company Realty.

THANK YOU ??

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Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Stephen S. York, PA

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We sought out a HomeLight agent after hearing the advertisements on the radio. We interviewed several and decided to sign with Eric Hoffer. He has a successful record and was very pleasant and personable. He helped us decide on a listing price based on what the market was doing. After signing, he sent his assistant, Lynn to evaluate our home. She made recommendations on how to best declutter it and gave help on staging the home for the best presentation. Lynn also had a photographer come to take pictures and I have to say that the photos were spectacular and really displayed the house wonderfully. We immediately had people come to view our home. Unfortunately, we did not get an offer at the original price and Eric recommended dropping the price by five per cent after three months on the market. After the price drop we got several offers and actually had two buyers in a bidding war, resulting in the offer we accepted. Overall, we are very happy with Eric and Lynn efforts in getting our home sold. I would definitely recommend Eric as a realtor and would use

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HomeLight again should we need to sell another home.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Marideth G. *Carol Stream, IL*

We are so happy that we used Homelight to find a top ranked local realtor when it came time to purchase our new home. After entering our criteria, we were quickly contacted by several high performing local agents but weren't endlessly bombarded with calls and emails as I had been worried we would. The agent we selected was perfect for us and Homelight even followed up to make sure we'd found a good fit.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/26/2019

Robin L. *Kernersville, NC*

Home Light did a wonderful job setting me up with Ashley Lay Reality to sell my home. They were so wonderful and easy to work with. I have to commend them for their work my home was listed and sold with in thirty days!

All the little things I had to get done Heidi had a contact for. She was absolutely astonishing! I would recommend them to everyone who wants a professional team working for them and to be updated on the status of your home selling on a

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regular basis.

I can't say enough about my outcome!

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**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/25/2019

Blake D. Naperville, IL

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When we started our new home search we accessed Homelight to find the best realtors in our area. Homelight quickly identified 2 highly-qualified realtors that had plenty of successful experience in our area. Through those realtors we found the right house for us within a matter of weeks and she helped us throughout the purchase process. Homelight helped make the process quick and efficient by identifying the most qualified realtors to suit our needs.

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**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/23/2019

Daniel S. Delran, NJ

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Homelight put me in touch with an agent that provided service beyond what I had expected I recommend Homelight and Robert Greenblatt who was very accommodating and great to deal with while selling our condo. He offered excellent advice and answered all my questions. Robert was always very friendly and professional. He put every effort into helping us

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sell our property, keeping us abreast of the details, while making the whole process fairly easy. I will recommend Robert to anyone looking to buy, or sell, property!

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/23/2019

Diane B. *Lakeland, FL*

My partner and I decided to put our townhouse on the market. Since we never sold a home we weren't sure which realtor to use. He heard of Homelight and suggested that we contact them. Within minutes of completing a questionnaire about our home we received several different Realtors that were in our area. I left messages for two different realestate agents and within the same day received returned calls from both. We met with Darren Moreno and decided to use him for the sale. I would recommend using Homelight to anyone that wants to sell their home. It is a quick and easy process to and has a good outcome. Our Townhome had two offers within three days it was on the market.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/23/2019

Tami C. *Millington, TN*

When my husband and I learned we were being transferred to Florida, we had no idea who to contact to sell our home. I had seen the HomeLight commercials on TV and decided to give it

a try. We were pleased to hear from three different agents almost immediately. We chose our agent from the list sent to us by HomeLight and I am happy to say, we sold our house in less than 12 hours for a full cash offer! I highly recommend HomeLight. They lead you to outstanding agents!! Thank you.

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**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/22/2019

Fred M. *Griffin, GA*

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We had a wonderful experience with Homelight and the agents that they recommended, Gary Stubenfolll with Beaman Realty on the selling side.

Some other realtors were not willing to work with us to get us the sales price that we wanted for our property. Gary's wife Danette however worked very hard and make clear that we would not go below our bottom line. She believed in her ability to get us what we wanted.

Well, what do you know. Our property sold within a week of it being placed on the market. Everyone in our area, especially those trying to sell their properties through other realty companies were shocked that it sold so fast. It sold for our asking price too. This meant that we were able to pay the costs of selling, the cost of moving with National Van Lines, and the cost of buying a new house in Georgia, plus have money left over.

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Speaking of Georgia, Diann Simpson of iheartatlantarealty.com was also recommended by Homelight and she worked patiently and diligently to find the house that we wanted and could afford. When properties in Marietta Georgia are going for minimums of over \$300,000 our desire to buy a nice house for \$140,000 seemed impossible. We had to move our search a bit south of Atlanta but we found just what we were looking for. Diann's patience and hard work definitely paid off.

I have to say that our experience with Homelight was successful and satisfying. The realtors they recommended achieved the goals given them and in a very positive way.

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Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/21/2019

Jaclyn D. *Utica*

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Hello,

I must say I am very satisfied with the service Homelight provided in helping me find the best realtor for me. Homelight suggested qualified realtors in my area and even allowed me to see their most recent sales history. From there I was immediately contacted by a qualified agent. I listed with the agent in August and my home was sold in September. Thank you to Homelight for setting me up with Lou DeMichele of One Realty.

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Caution: The author of this review has confirmed that his/her posting was



solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/21/2019

Neal M. McCall, ID

Homelight was able to connect us with an agent and helped make the process successful. We needed to sell the property for a trust and lived out of the area. The property was in a unique area in southern California and we wanted an agent that was familiar with the benefits of living there. We weren't sure where to start until Homelite recommended three top agents in the area. The initial wave of emails, texts, and phone calls was a little overwhelming at first, but once we were ready we reached out to each agent and set up a showing with each one, as Homelite recommended. The material provided by Homelight was helpful to read, with suggestions for what kind of questions to ask the agents. After selecting our agent, the sale moved forward quickly. It all started with the connection with the agent and the chance to meet face to face.

Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/21/2019

David T. Tucson, AZ

I would like to thank HomeLight and The Stinson Team for the sale of my family's home. I inherited the property and it was simply too large for our needs, I decided to sell. After a week of inquiring about buy "as is" or "quick sell" companies, I found HomeLight via the internet. 3 different agents promptly called and set up appointments for the following week. After the

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agents described their sale strategies, we listed our home with Curt Stinson because quite frankly he told us what we were doing incorrect. After 30 days we accepted the highest bid. The closing was immediate and the buyer gave us a much needed 2 weeks to move out. The entire transaction happened within our comfort and time frame.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/21/2019

Elbert C. Burlington, MA

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.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/20/2019

Ted T. Albuquerque, NM

To Whom It May Concern,

I'm very happy to have found HomeLight while searching online to look for an agent to help with the sale of 10324 Sandy Creek Rd Albuquerque NM. I chose John Myers based on the

high rating on the site and I was not disappointed. John has been professional and attentive right from the start. He worked with me diligently to work out a plan for the sale that includes helping with the remodeling process. He was also accommodating and patience during the time of my vacation. The sale went smoothly with the expected listing price sold. I will definitely recommend HomeLight and John if other opportunities arise in the future.

Ted

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/20/2019

Judith T. D'Iberville, MS

wrote:

I can't thank you all enough at Homelite. 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 Homelite 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.

**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

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★★★★★ 12/20/2019

Samuel A. *Highlands Ranch, CO*

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.

Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★☆ 12/20/2019

Andrea R. *Phoenix, AZ*

I contacted HomeLight last March when I decided to purchase a home. I found them through my employer and loved that they could recommend a qualified real estate agent in my area. I filled out the online application and received a call back with a recommendation almost immediately. If I remember correctly I was given a three names. I chose the female recommendation because that's what felt most comfortable for me. I was thrilled with the choice I made from their recommendation. Lavona and Tracey were incredible to work with. Their office was professional, but had a wonderful personal touch. Thank you HomeLight! I may have found the agents without HomeLight, but it made it much easier for me.

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Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★★★★★ 12/19/2019

Matthew S. *Nolanville, TX*

Homelight helped me find an excellent realtor to meet my home buying needs. Im glad I chose to work with them to narrow my search for a high quality realtor. Shortly after signing up for their service, I was contacted by a customer service rep to find out what specifically I needed in a home and what my budget was. I was then directed to realtors tailored to my needs. I recommend using home light to find a realtor.

Caution: The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card.

★☆☆☆☆ 11/29/2019

Brian M. *Seattle, WA*

The notion of a HomeLight broker ranking algorithm is a sham. HomeLight cannot possibly take into account off-market sales, unknown specifics of each transaction, how motivated the seller was, where the market was at the time of sale. Some brokers will underprice homes just to sell them faster to get the commission. HomeLight receives a large fee from each home sale, paid by your broker. If you want a good agent who doesn't pay to be listed, you need to do your research. HomeLight pitches sellers on high commissions to get more fees from brokers.

★☆☆☆☆ 11/11/2019

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Jennifer L. *Sacramento, CA*

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HomeLight is only interested in deal making with the highest bidder from agents who pay them to be listed. Each agent must pay from their commission to be listed. They hide this and say that the site is free. HomeLight is only paid by brokers.

★☆☆☆☆ 10/21/2019

Zia H. *Las Vegas, NV*

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The information Homelight provides is biased because it rates agents that pay a referral. If a business pays to be matched, of course that match is biased. It must be banned for false advertising.

★☆☆☆☆ 10/14/2019

Jeff G. *Columbus, OH*

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HomeLight is an entirely false resource. The number of sales the realtor makes and the difference between asking prices and actual selling prices does not determine the quality of the realtor who was involved. Most of these things are out of the realtors' control and have to do with specific home sale. Some homes are just harder to sell than others. Many transactions don't get registered in MLS databases. If HomeLight displayed ranking data on everyone, including "bad realtors" and not just "three best choices" it would be sued everywhere for false data. HomeLight rotates a few "good realtors" who pay them and says these are the best. HomeLight is paid for referrals based on random data and unsupported claims. The best way to find a realtor is to do your research and talk to someone you know who actually used a good local realtor to help decide on the

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quality.

★☆☆☆☆ 10/11/2019

Lisa K. Fresno, CA

I was weary about HomeLight and what's the catch? Free service to find great agents? It turns out this this a referral scheme, I felt duped when I found out they get a fee from all realtors who they recommend. This is not a free service. I talked to one of the realtors they recommended, asking what is the deal with HomeLight fees, and she told me it is a standard in the industry. Who makes these standards? Payment of her commission to HomeLight is the only reason they match her. No way can she give me a good listing quote with fees attached. HomeLight is a scam, not at all unbiased as described.

★★★★☆ 05/06/2019

John D. Boswell, PA

HomeLight provides the service to you for no cost. Good news for customers who are buying or selling homes. Of course, they do make money. When you are referring to an agent, that agent will pay a referral fee back to HomeLight. This referral fee is between the agent and HomeLight and is not the customer's concern. Go ahead and find a great real estate agent with HomeLight.

★★☆☆☆ 05/04/2019

Maria M. Washington, DC

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Seems like the company is out there to collect information on cash buyers than to provide a real service.

The 4% fee may be worth the referral if the deal closes as the company says it doesn't collect the fee until the deal actually closes,

however from the agent side, they are looking for 25% of the agent's commissions. In addition, they also want to collect a fee from any transactions that transpire downstream.

★☆☆☆☆ 05/02/2019

Nicole H. *Phoenix, AZ*

HomeLight advertises that they match people with top agents, not true, all their matches are biased. This company is a lead generation business for agents. Agents sign up with the site, and HL feeds the agents leads. If HL converts lead into a sale, the agent pays HL for the lead. Agents listed are not necessarily top producing, just agents giving a cut of their commissions back to HL for the leads. Agents just bill these fees by charging high commission rates, instead of negotiating with their clients for a better price. You wont find the best match here because this company just pushes paying agents without any value to sellers.

Leave your review for HomeLight



Your Email (Email will be private)



Your Full Name (Last Name will be private)

City, State

Review Text

*Please provide honest and constructive feedback about this business. You are solely responsible for the quality of the content.*

Companies can never ask HomeOpenly to remove legitimate consumer reviews. All user reviews are protected by the [Consumer Review Fairness Act \(CRFA\)](https://www.ftc.gov/tips-advice/business-center/guidance/consumer-review-fairness-act-what-businesses-need-know) (<https://www.ftc.gov/tips-advice/business-center/guidance/consumer-review-fairness-act-what-businesses-need-know>) that safeguards people's ability to share their honest opinions about a business.

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## Compare HomeLight to:

mellohome

(Compare-HomeLight-mellohome)

NAEBA

(Compare-HomeLight-NAEBA)

Realtor.com ReadyConnect (Opcity)

(Compare-HomeLight-Realtor\_Opcity)

Rocket Homes

(Compare-HomeLight-Rocket\_Homes)

UpNest

(Compare-HomeLight-UpNest)

Xome

(Compare-HomeLight-Xome)

Zillow Flex Program

(Compare-HomeLight-Zillow\_Premier\_Broker\_Program)

Sold.com

(Compare-HomeLight-Sold)

Better.com Real Estate

(Compare-HomeLight-Better\_Real\_Estate)

Transactly

(Compare-HomeLight-Transactly)



OJO Labs

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(Compare-HomeLight-OJO)

LemonBrew

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(Compare-HomeLight-LemonBrew)

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## Open Marketplace

[Our Mission \(/Our-Mission.html\)](/Our-Mission.html)

[Terms of Service \(/TermsOfService.html\)](/TermsOfService.html)

[Privacy by Design \(/PrivacyPolicy.html\)](/PrivacyPolicy.html)

## Homeownership

[Real Estate Guides \(/guide/RealEstateGuides\)](/guide/RealEstateGuides)

[Real Estate Directory \(/Reviews/RealEstateDirectory\)](/Reviews/RealEstateDirectory)

[Savings by States \(/Real-Estate-Agents-Commissions-Rebates\)](/Real-Estate-Agents-Commissions-Rebates)


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[Marketplace Partners \(/Marketplace-Partners\)](/Marketplace-Partners)

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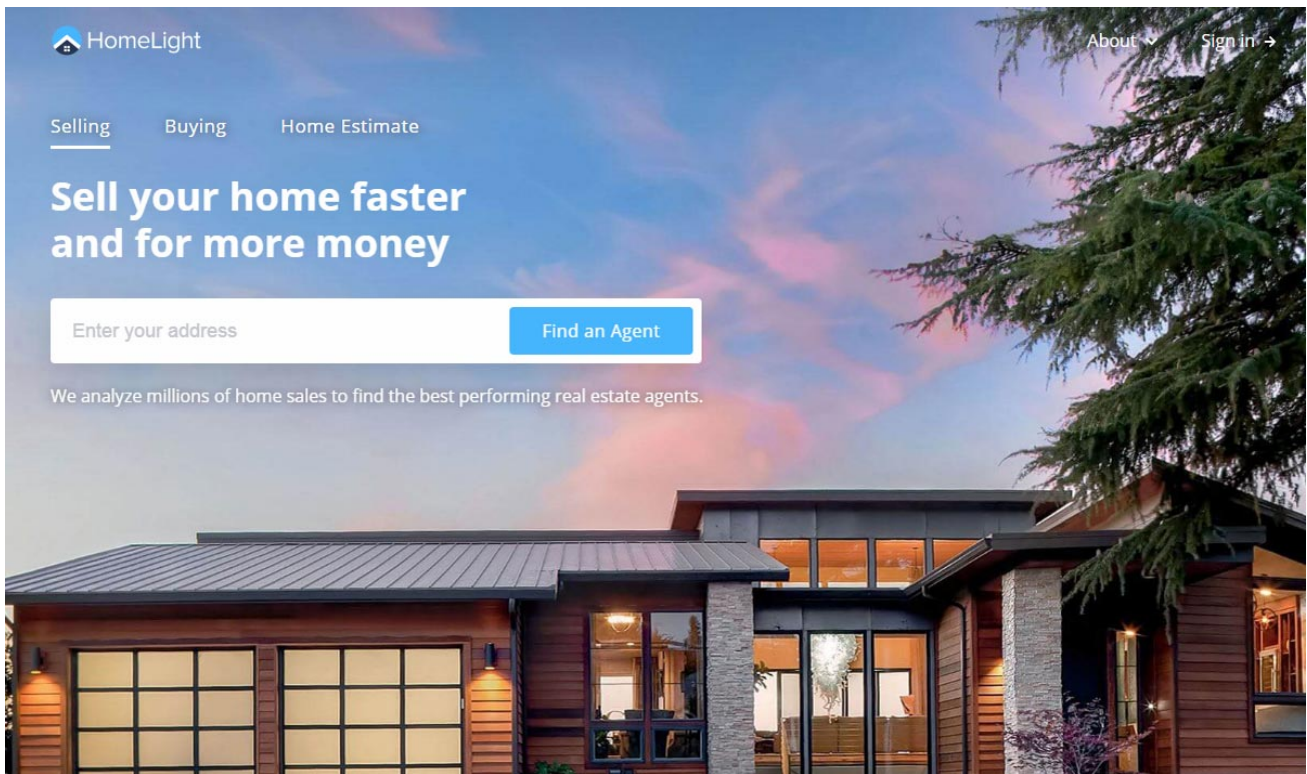
Designed in California 



# Exhibit B

# HomeLight.com Realtor<sup>®</sup> Kickbacks and Antitrust

All Guides  
( /guide/RealEstate)



*HomeLight referral fees cost consumers Billions and subject all matches to pay-to-play bias.*

The Internet is one user at a time. If something works for one person very well, it will likely work for the entire Internet community. If an online product is severely broken for one person, it is likely broken for everyone just the same. I firmly believe that this seemingly all or nothing logic separates the next Google from today's Yahoo. The Internet is here to improve our lives in scale, not tax our user experience.

HomeLight is one of the greatest real estate scams in the modern history. It is 100% biased pay-to-play scheme.

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

As of 2021, the company collects kickbacks from about 28,000 brokers across real estate transactions originated from "over 1 million homebuyers and sellers in the U.S."

Consumer allocation between licensed real estate brokers is a felony. This illicit practice costs US consumers about \$15 billion in overpriced commissions each year. HomeLight alone has collected several billions USD in kickbacks from random Realtors since inception, without helping anyone to sell or buy a single home anywhere. HomeLight is a California real estate broker DRE License 01900940, but it never represents consumers when buying or selling real estate.

Why is broker-to-broker collusion on the Internet prevalent? Mostly because brokers tend to collude with kickbacks rather than to compete for consumers with competitive commissions. Real estate remains one of the most anticompetitive industries, and it is also the largest consumer market in the world.

HomeLight (<https://www.homelight.com>) is a hub-and-spoke broker collusion scheme ([https://en.wikipedia.org/wiki/Hub-and-spoke\\_conspiracy](https://en.wikipedia.org/wiki/Hub-and-spoke_conspiracy)) where ALL consumers (<https://en.wikipedia.org/wiki/Consumer>) receive a biased ([https://en.wikipedia.org/wiki/Conflict\\_of\\_interest](https://en.wikipedia.org/wiki/Conflict_of_interest)) pay-to-play ([https://en.wikipedia.org/wiki/Pay\\_to\\_play](https://en.wikipedia.org/wiki/Pay_to_play)) match with a random colluding Realtor ([https://en.wikipedia.org/wiki/Real\\_estate\\_broker](https://en.wikipedia.org/wiki/Real_estate_broker)) accompanied by an overpriced commission, as a matter of fact.

One of the best ways to make home buying more affordable is to eradicate kickbacks and consumer brokering as a quantifiable thing from the US housing sector.

The fact is, HomeLight only works for brokers because it is paid from the broker's commission and it is a licensed real estate broker itself.

HomeLight is not a technology company, it is best described as a hub-and-spoke conspiracy between brokers. The difference is that a technology company must improve user experience over the Internet, but a broker collusion scheme doesn't have to do that.

As a real estate hub-and-spoke scheme, HomeLight doesn't have to improve your Internet user experience, it only has to convince you that you should let them tax your transaction.

HomeLight will often buy exposure with technology companies such as Google, Nextdoor, and Facebook, etc. The company actively buys these ads to sell Realtors in exchange for kickbacks. HomeLight also sells private investors (iBuyers) who attempt to make cash offers for homes at severe discounts, typically 70% to 80% of true market value. These investors will later flip a home at a premium, on the open market (and they will not use a HomeLight "partner agent" to do that - they will negotiate a competitive listing commission to make more profit on the flip) These cash buyers will give HomeLight a hidden commission from a successful sale, typically set at 4% of consumers' home sale. Hence, HomeLight Trade-in and Simple Sale works directly for home flippers, and not for consumers.

In addition to pay-per-click marketing, HomeLight also buys TV ads, a lot of TV ads, claiming that "they will match you with a Realtor who will sell your home for more money"

There is absolutely ZERO evidence that MLS data has enough information distinguish between agents who deliver value and the agents who simply under-price homes for a quick sale, yet HomeLight claims to somehow be able to tell the difference. HomeLight is a product of a false advertisement, paid with kickbacks from the brokers who gladly collude with it.



This conversation may seem like an ongoing battle because it is one. This scheme has been operating for close to a decade. When pressed for a reply from HomeLight on how their service only offers pay-to-play results, the company either ignores me or blocks me. **In effect, HomeLight is unable to resolve this issue because it is caught up in pay-to-play and false claims.**

HomeLight algorithm is self-proclaimed and, besides suffering from a heavy payment bias, it amounts to completely unfounded results. Because the company operates as a “black box,” there is no way to check their claims. **As a consumer, HomeLight is asking you to blindly trust that they match you with a good broker.**

## Why would anyone trust a collusion scheme?

**“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.

Interestingly enough, 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.

Ask them this question: **“If all brokers on HomeLight platform are required to pay a referral fee, how is this service impartial?”** In the best case, their staff will attempt to tell you that referral fees are “standard” and that they need to make money from your transaction. In the worst case, they will ignore your request.

HomeLight, as a licensed broker that engages in an antitrust violation known as market and consumer allocation between licensed real estate brokers (<https://homeopenly.com/guide/Market-Allocation-in-Residential-Real-Estate>). Brokers must compete with one another to provide consumers with real estate services, not sell one another as the best match.

As far as getting the best price for your home, a seller can firmly assume that buyers will always make you their best available offer on an open market. Buyers are buying your home, not your agent. To negotiate a great listing rate with a competitive agent will allow you to take an offer from a buyer faster and keep more of your equity. A great buyer's agent may also help your potential buyer with a commission refund that directly lowers the cost of buying a home and gives the buyer an added financial leverage to make a better offer.

**While competitive fees leave you with more equity, junk fees reduce your equity.** Remember, banks don't care how a home is sold, only seller's equity is lost in transaction fees. For economists, it is a proven fact that payment kickbacks result in reverse completion, lower quality of service, and higher costs to consumers. **In my humble opinion, an agent who agrees on the back-end to pay a hefty part of a commission you haven't even agreed to yet simply doesn't respect you as their client** (<https://homeopenly.com/guide/how-real-estate-referral-fees-work>).

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 you as a 100% free service.** Yes, this is a Billion with a "B" problem.

In 2021, the trend is getting much worse. **Zillow Group** ([https://homeopenly.com/Reviews/Zillow\\_Premier\\_Broker\\_Program](https://homeopenly.com/Reviews/Zillow_Premier_Broker_Program)), for example, now aims to bring in Billions each year in referral fees from their new **Zillow Flex** (<https://www.housingwire.com/articles/47382-zillows-move-into-seller-leads-called-billion-dollar-opportunity>) consumer brokering scheme that, too, operates on a "standard" referral fee basis. Zillow Offers runs a program that suffers from an abysmal 2% success rate, where company actively sells 98% of all failed requests via Zillow Flex for commission kickbacks – failing to deliver what is actually promised as a quick and seamless all-cash sale. Zillow Offers buys a handful of homes each year, but it rakes in billions in kickbacks. HomeLight Simple Sale program suffers from a

similar ultra-low success rate. **An instant offer is a "bait-and-switch" tactic that 98% of the time aims to sell you an overpriced Realtor, and not buy your home at a fair market value.**

## What is the alternative to HomeLight?

HomeOpenly is a genuine technology platform, we want to improve your homeownership experience. Competitive agents can help you save tens of thousands in fees, and we don't compete with them, or charge them we help them connect with you.

Truly competitive agents will never agree to pay referral fees because they want to work with transparency and pass all savings directly to you. **As a savings aggregator, Open Marketplace utilizes the power of network effects from all our users with great leverage.** We don't let any of your savings get eaten up by referral fees

**What makes for a better Internet user experience? Does pay-to-play, or fair-play matter?** Answers to these questions will define the way residential real estate markets operate, from top to bottom. Only the right answers, however, will help consumers better manage and to help lower overall cost of homeownership.

**Trust shouldn't be sold for Billions in kickbacks, it should be earned with savings.** Any agent who works with HomeOpenly is a valued user to our open platform Any home buyer or a home seller who works with HomeOpenly can claim better saving and receive better service because the entire process is competitive by design.

**Savings is a unifying user experience that works for every one of us.**

(<https://homeopenly.com/WhyItWorks.html>)

## Can HomeOpenly co-exist with HomeLight?

An Open Marketplace cannot co-exist in a corrosive collusion-driven environment. In the long run, consumers will either see a housing sector where brokers compete with one another or a sector where consumers systematically "sold as leads" to brokers through consumer allocation between brokers.

The reason for this is simple: a broker does not pay upfront costs with either option. If a broker offers consumers a competitive rate, there are no upfront costs to that action. If a broker secretly agrees to pay a kickback into a hub-and-spoke consumer allocation scheme, there are no upfront costs either. In effect, a broker can do both actions without losing anything. However, Open Marketplace and consumers both lose whenever brokers choose to collude via networks. A network is able to utilize the cash it receives with great effect to promote itself and brokers in it by funneling these proceeds into ads.

At HomeOpenly, we do not consider HomeLight a competitor, but rather an obstacle to our goal of building a platform that offers consumers genuine savings. HomeOpenly is not a broker and we do not compete with brokers. HomeLight, on the other hand, is a broker that utilizes blanket broker-to-broker agreements to restrain free trade. In effect, HomeOpenly, technically, cannot compete with HomeLight, we can only destroy it.

If HomeOpenly succeeds, HomeLight is to fail, and vice-versa.

As of 2021, broker collusion via the Internet is a winning strategy. These schemes are some of the most profitable and well-funded because they work in a poorly enforced antitrust environment. In effect, until the time when FTC, the DOJ, and CFPB firmly enforce the existing laws against kickbacks and collusion, these schemes will continue to rapidly swallow savings and funnel consumers in exchange for kickbacks. For example, the following is a list of ten similar schemes, all operated under a similar premise:

(1) Realtor.com ReadyConnect Concierge (Opcity) consumer allocation and price-fixing agreements (<https://homeopenly.com/guide/Realtor-Opcity-Possible-Antitrust-Violations>)

(2) Zillow Flex Program consumer allocation agreements  
(<https://homeopenly.com/guide/Zillow-Flex-Antitrust>)

(3) Xome Concierge consumer allocation and price-fixing agreements  
(<https://homeopenly.com/guide/Xome-Concierge-Price-Fixing-and-Antitrust>)

(4) Blend Realty consumer allocation and price-fixing agreements  
(<https://homeopenly.com/guide/Blend-Realty-Possible-Antitrust-Violations>)

(5) Opendoor Brokerage (and Open Listings affiliate) consumer allocation and price-fixing agreements (<https://homeopenly.com/guide/Redfin-and-Opendoor-Possible-Consumer-Allocation>)

(6) Rocket Homes (Rocket Companies) consumer allocation agreements  
(<https://homeopenly.com/guide/Rocket-Homes-Possible-Antitrust-Violations>)

(7) mellohome (loanDepot) consumer allocation agreements  
(<https://homeopenly.com/guide/loanDepot-RESPA-and-Antitrust-Possible-Violations>)

(8) Redfin Partner Program consumer allocation agreements  
(<https://homeopenly.com/guide/Redfin-Partner-Agents-Open-Collusion>)

(9) Better.com Real Estate consumer allocation and price-fixing agreements  
(<https://homeopenly.com/guide/Bettercom-Possible-Antitrust-Violations>)

(10) OJO Labs (Movoto.com) consumer allocation agreements  
(<https://homeopenly.com/guide/OJO-Labs-Possible-Antitrust-Violations>)

Related to: HomeLight, top local agents, bias, pay-to-play, real estate, referral fees

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**Your feedback is incredibly valuable. Please tell us what is important to you about your homeownership experience, what you look for in a trust-focused**

platform and how we can better serve you as our user.

## Leave your comments

Your Full Name (Last Name will be private)

Your Email (Email will be private)

### Comments

Comments

Author: Dmitry Shkipin (<https://www.linkedin.com/in/dmitryshkipin?trk=profile-badge>)

Last updated: November 03, 2019

First published: September 11, 2019

All Guides  
(../guide/RealEstate)

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## Open Marketplace

[Our Mission \(/Our-Mission.html\)](/Our-Mission.html)

[Terms of Service \(/TermsOfService.html\)](/TermsOfService.html)

[Privacy by Design \(/PrivacyPolicy.html\)](/PrivacyPolicy.html)

## Homeownership

[Real Estate Guides \(/guide/RealEstateGuides\)](/guide/RealEstateGuides)

[Real Estate Directory \(/Reviews/RealEstateDirectory\)](/Reviews/RealEstateDirectory)

[Savings by States \(/Real-Estate-Agents-Commissions-Rebates\)](/Real-Estate-Agents-Commissions-Rebates)

## Connect with Us

[Contact \(/ContactUs.html\)](/ContactUs.html)

[Feedback \(/feedback.html\)](/feedback.html)

[Marketplace Partners \(/Marketplace-Partners\)](/Marketplace-Partners)

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Designed in California 

# Exhibit C



4900 WOODWAY  
SUITE 745  
HOUSTON, TEXAS 77056

# THE PETRUZZI LAW FIRM

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FACSIMILE: (713) 877-9100  
JDPETRUZZI@GMAIL.COM

JAMES D. PETRUZZI

November 4, 2021

Via email and First Class Mail  
Dmitry Shkipin CEO  
HomeOpenly, Inc.  
325 Sharon Park Dr. #416  
Menlo Park, California 94025  
support@homeopenly.com

## **Re: Trademark Infringement by HomeOpenly, Inc.**

Dear Mr. Shkipin:

We are regular trademark counsel for HomeLight, Inc. and have been retained to investigate HomeOpenly, Inc.'s infringement of HomeLight's trademarks. As you are no doubt aware from your experience servicing the real estate industry, HomeLight is the owner of U.S. Registration No. 4,267,800 to the mark HOMELIGHT for, a

**Real estate brokerage services; providing information in the field of real estate; Providing real estate agency services and real estate brokerage services via a global computer network; and**

**Providing non-downloadable computer software for matching real estate agents with buyers and sellers of real estate**

and has used the HomeLight mark without interruption since 2011. HomeLight owns and uses the following logo-



November 4, 2021

Page 2

(hereinafter the “HomeLight Logo”). HomeLight has used its logo without interruption since 2012. HomeLight is an innovator in the field of matching real estate brokers with clients, among other services, and has developed significant goodwill in this logo as it relates to those services. HomeLight operates throughout the United States and has a presence online and with real estate professionals in all 50 states.

It has come to my client’s attention that HomeOpenly, Inc. is offering real estate services including real estate photography and cinematic video tour services bearing the logo as shown below.



(hereinafter the “HomeOpenly Logo”). This logo is being used with a variety of real estate services including closely related services of real estate photography, similar to what is offered by my client. Your website, [www.homeopenly.com](http://www.homeopenly.com), refers to itself as an “Open Real Estate Marketplace” and shows residential home photos, videos, aerial photos and videos, website design, including for vacant lots and touts your offered services stating: “HomeOpenly maintains an Open Marketplace for all local Real Estate Agents who offer consumers great service and savings.”

This logo is nearly identical to the HomeLight Logo including the colors and layout. Both the HomeLight Logo and yours utilize a two-tone color scheme in blue and gray with a white gap between the house roofline representation and the sky and would appear to those in the marketplace to be variants of the same logo owned by HomeLight.

HomeOpenly, Inc. and HomeLight offer real estate services in the same field. HomeLight has spent considerable sums of money and time to build up the goodwill of its company, its trademarks and logos. As a result, these are invaluable business assets and will be jeopardized by your continued infringing use of the logo to advertise and sell your services. Because of the foregoing, no one is authorized to offer for sale, or sell any services or engage in any services utilizing the HomeLight mark without the express written permission of HomeLight.

The unauthorized use of the HomeLight mark constitutes unlawful use of the mark and causes dilution and injures HomeLight’s goodwill and reputation.

Additionally, it has come to my client’s attention that HomeOpenly, Inc. is supporting a purported “review” website/blog that falsely characterizes HomeLight’s real estate services. See <https://homeopenly.com/Reviews/HomeLight>. Numerous falsehoods and misstatements are contained on this website, including the defamatory statements: “HomeLight is a broker-to-

November 4, 2021

Page 3

broker collusion *scheme*, where all partner agents agree to pay massive *kickbacks* to receive your information. As a consumer, you will always overpay for broker commissions subject to hidden kickbacks and *pay-to-play* steering promoted in their referral scheme.” Emphasis added. The legend on the bottom of positive reviews of HomeLight are further cast in a false light with the statement: “**Caution:** The author of this review has confirmed that his/her posting was solicited by HomeLight in exchange for a cash gift card” as if to imply the reviews themselves are fake or false.

These statements are blatantly false and misleading and configured to appear as some kind of objective review. Quite clearly they are nothing more than defamatory and slanderous assertions dressed up as a consumer review or help site.

Further, the website uses the HomeLight mark without a ® symbol which is a violation of HomeLight’s trademark rights. Use of the logo is also problematic as it has not been authorized in this context either.

These misstatements are clearly false and communicate to customers misleading information and constitute unfair competition and trademark infringement. This review also violates the Federal Trade Commissions guidelines on “native advertising” for example as explained in the FTC’s Enforcement Policy Statement on Deceptively Formatted Advertising” which can be accessed at:

[https://www.ftc.gov/system/files/documents/public\\_statements/896923/151222deceptiveenforcement.pdf](https://www.ftc.gov/system/files/documents/public_statements/896923/151222deceptiveenforcement.pdf).

It is apparent that your site and blog is likely to cause confusion in the marketplace. The comparison is displayed in the form of a blog post as if it is from a third-party source and dated May 28, 2021 with additional reviews from purported customers of HomeLight. These blog posts are nothing more than false advertising intended to create the impression of an unbiased review from an independent source when in fact it is created by and sponsored by HomeOpenly, Inc. and Mr. Ryan Shaw, a competitor real estate agent.

HomeOpenly, Inc. and HomeLight offer similar types of services and related services in the same markets. HomeLight has spent considerable sums of money and time to build up the goodwill of its company, its trademarks and logos. As a result, these are invaluable business assets and will be jeopardized by your continued infringing use of the logo to advertise and sell your services. Because of the foregoing, no one is authorized to offer for sale, or sell any services or engage in any services utilizing the HomeLight mark without the express written permission of HomeLight.

November 4, 2021

Page 4

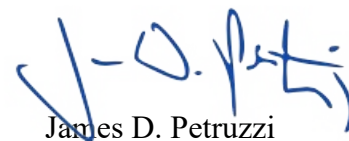
The unauthorized use of the HomeLight mark coupled with the false statements, is likely to confuse and deceive consumers and misled them regarding the quality and features of HomeLight products. This information is material to consumers and may lead to change consumers conduct or decisions regarding these products. As such, the comparison advertising is deceptive and in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125 and common law Unfair Competition. In addition, this infringing and unlawful use of the mark causes dilution and injures HomeLight's goodwill and reputation.

HomeOpenly, Inc. has no rights or other license to offer such services and is in violation of HomeLight's trademark rights. By use of this confusingly similar logo in connection with similar and identical services, such use not only constitutes trademark infringement, but may also constitute willful infringement and is subject to increased damages and attorneys' fees to the trademark holder.

Therefore demand is hereby made on behalf of HomeLight, Inc. that HomeOpenly, Inc. as well as any persons affiliated with HomeOpenly, Inc. immediately (i) cease and desist from utilizing, promoting and advertising using the HomeOpenly Logo or any confusingly similar version to the HomeLight Logo; (ii) immediately remove the HomeOpenly Logo from the HomeOpenly, Inc. website and from any and all third party social media and promotional websites, including but not limited to Facebook®, Instagram®, Twitter®, and LinkedIn®, (iii) immediately remove the blog <https://homeopenly.com/Reviews/HomeLight> from its website and from any and all third party social media and promotional websites, including but not limited to Facebook®, Twitter®, and LinkedIn®, and iv) sign and return a copy of this letter indicating your agreement to the undertaking herein. While we would like to resolve this matter quickly without further legal action, if we do not receive an appropriate response to this letter by **November 22, 2021** we will take such further action as we deem necessary to protect the HomeLight Logo.

This letter is not intended to and shall not waive or prejudice any rights or remedies that HomeLight may have at law, in equity, or otherwise. All such rights and remedies are hereby expressly reserved.

Yours very truly,



James D. Petrucci

cc: Mr. Jobe Danganan, HomeLight general counsel

November 4, 2021  
Page 5

### **AGREEMENT**

In consideration of agreement by HomeLight, Inc. to refrain from instituting an action concerning the use by HomeOpenly, Inc. and any unauthorized association with HomeLight, Inc., the undersigned hereby agrees that HomeOpenly, Inc., its owners, officers, employees, agents, partners, parent companies, subsidiaries and affiliates will (i) immediately discontinue all use of infringing websites, known and unknown, in any form and will immediately cease any and all attempts to create an association with or divert internet users from HomeLight, Inc.; and (ii) in the future refrain from participating or allowing the use of infringing websites in connection with any sales or marketing activity that tends to suggest such a false association.

HomeOpenly, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

# Exhibit D

**United States of America**  
United States Patent and Trademark Office

# HomeLight

**Reg. No. 4,267,800**

**Registered Jan. 1, 2013**

**Int. Cls.: 36 and 42**

**SERVICE MARK**

**PRINCIPAL REGISTER**

HOMELIGHT, INC (CALIFORNIA CORPORATION)  
255 BERRY STREET, #315  
SAN FRANCISCO, CA 94158

FOR: REAL ESTATE BROKERAGE SERVICES; PROVIDING INFORMATION IN THE FIELD OF REAL ESTATE; PROVIDING REAL ESTATE AGENCY SERVICES AND REAL ESTATE BROKERAGE SERVICES VIA A GLOBAL COMPUTER NETWORK, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011.

FOR: PROVIDING NON-DOWNLOADABLE COMPUTER SOFTWARE FOR MATCHING REAL ESTATE AGENTS WITH BUYERS AND SELLERS OF REAL ESTATE, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-615,149, FILED 5-2-2012.

ROBERT STRUCK, EXAMINING ATTORNEY



*David J. Kyfos*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

**First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**



# Exhibit E

# United States of America

## United States Patent and Trademark Office



**Reg. No. 6,576,498**

**Registered Nov. 30, 2021**

**Int. Cl.: 36, 42, 45**

**Service Mark**

**Principal Register**

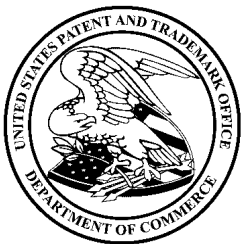
HomeLight, Inc (DELAWARE CORPORATION)  
100 First St., Suite 2600  
San Francisco, CALIFORNIA 94105

CLASS 36: Financial services, namely, real estate note brokerage; Financial valuation of personal property and real estate; Financially-guaranteed financing; Financing of loans; Guarantee assurance underwriting; Loan origination services specializing in mortgage loans; Mortgage brokerage; Mortgage financing services; Mortgage lending; Providing information in the field of real estate; Providing information in the field of real estate via the Internet; Providing real estate listings and real estate information via a website; Providing real estate listings and real estate information via the Internet; Providing an Internet website portal featuring financial appraisal data for real estate; Real estate agency services; Real estate appraisal and valuation; Real estate brokerage; Real estate insurance underwriting services; Real estate investment services; Real estate valuations; Real estate title insurance underwriting services; Residential real estate agency services

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011

CLASS 42: Home inspections; Providing on-line non-downloadable software for matching real estate professionals and real estate agents with buyers and sellers of real estate; Providing on-line non-downloadable software for providing a database of real estate professionals and real estate agents; Providing on-line non-downloadable software for use in connecting real estate buyers and real estate sellers; Providing on-line non-downloadable software for use in helping buyers and sellers of real estate search for and hire a real estate agents, real estate brokers and other professional service providers in the field of real estate; Providing a website featuring technology that enables users to connect sellers with buyers in the field of arranging for home inspection services for others; Providing a website featuring technology that enables users to connect sellers with buyers in the field of arranging for home valuations for others

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011



Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



CLASS 45: Closing services for mortgage loans; Preparing and organizing loan closing documents; Title searching

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011

The mark consists of the stylized drawing of a house with four windows and contained in a circle.

OWNER OF U.S. REG. NO. 5777088, 4267800

SER. NO. 90-515,441, FILED 02-06-2021

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# Exhibit F

# United States of America

## United States Patent and Trademark Office



**Reg. No. 6,590,154**

**Registered Dec. 14, 2021**

**Int. Cl.: 36, 42, 45**

**Service Mark**

**Principal Register**

HomeLight, Inc (DELAWARE CORPORATION)  
100 First St., Suite 2600  
San Francisco, CALIFORNIA 94105

CLASS 36: Financial services, namely, real estate note brokerage; Financial valuation of personal property and real estate; Financially-guaranteed financing; Financing of loans; Guarantee assurance underwriting; Loan origination services specializing in mortgage loans; Mortgage brokerage; Mortgage financing services; Mortgage lending; Providing information in the field of real estate; Providing information in the field of real estate via the Internet; Providing real estate listings and real estate information via a website; Providing real estate listings and real estate information via the Internet; Providing an Internet website portal featuring financial appraisal data for real estate; Real estate agency services; Real estate appraisal and valuation; Real estate brokerage; Real estate insurance underwriting services; Real estate investment services; Real estate valuations; Real estate title insurance underwriting services; Residential real estate agency services

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011

CLASS 42: Home inspections; Providing on-line non-downloadable software for matching real estate professionals and real estate agents with buyers and sellers of real estate; Providing on-line non-downloadable software for providing a database of real estate professionals and real estate agents; Providing on-line non-downloadable software for use in connecting real estate buyers and real estate sellers; Providing on-line non-downloadable software for use in helping buyers and sellers of real estate search for and hire a real estate agents, real estate brokers and other professional service providers in the field of real estate; Providing a website featuring technology that enables users to connect sellers with buyers in the field of arranging for home inspection services for others; Providing a website featuring technology that enables users to connect sellers with buyers in the field of arranging for home valuations for others

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011

CLASS 45: Closing services for mortgage loans; Preparing and organizing loan closing documents; Title searching

FIRST USE 7-31-2011; IN COMMERCE 7-31-2011

The mark consists of the stylized drawing of a house with four windows and contained in a circle, followed by the stylized wording "HOMELIGHT".

OWNER OF U.S. REG. NO. 5777088, 4267800



Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office



SER. NO. 90-514,630, FILED 02-05-2021

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

HOMELIGHT, INC.

(b) County of Residence of First Listed Plaintiff San Francisco, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Todd R. Gregorian (CSB No. 236096) Fenwick & West, 555 California Street, 12th Floor, San Francisco, CA 94104 (415) 875-2300, tgregorian@fenwick.com

DEFENDANTS

DIMITRY SHKIPIN, an individual and HOMEOPENLY, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. §§ 1114, 1125

Brief description of cause: Trademark Infringement and False Advertising

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 05/27/2022

SIGNATURE OF ATTORNEY OF RECORD

/s/ Todd Gregorian

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.