

A Guide to Your Engagement Agreement

THE DEAL IN BRIEF

- No recovery, no pay — ever. If nothing is recovered you owe no fee, no costs, and receive no bills (§2, §3).
- The fee is 40% of your Recovery — the same at every stage, through any appeal (§2).
- We advance every cost. Your share is repaid only out of your Recovery and can never exceed 10% of it — we absorb anything above that (§3).
- You decide whether to settle, always, whatever other clients do — and a settlement releases only this claim (§5).
- You can end the agreement at any time with one email (§7).
- Your claim runs inside one campaign with many advertisers. We sequence filings and may run test cases first; that can add time, and it is the trade-off we believe increases the overall recovery (§4).

THE PAYOUT MATH

The order is fixed by the agreement: your Recovery is counted first; the Fee is a percentage of that full Recovery; then your share of costs (capped at 10% of the Recovery) is repaid from what remains; you keep the rest (§2, §3). At the 40% fee that means you always keep at least half of any Recovery: $100 - 40 \text{ (Fee)} - 10 \text{ (costs cap)} = 50\%$.

Worked example: a \$100,000 recovery means a \$40,000 fee, at most \$10,000 in costs, and at least \$50,000 to you — more if actual costs are lower. A \$0 recovery means \$0 owed.

ONE WORD, TWO DIFFERENT ARBITRATIONS

- **Your claim against Google (§1)** — expected to proceed in arbitration because Google’s own advertising terms require individual arbitration. That is the venue of the claim itself, not something this agreement imposes.
- **Disputes between you and us (§9)** — a separate, optional clause sending firm-client disputes to a JAMS arbitrator in New York. You may opt out by email within 30 days of signing, and opting out does not affect the representation. New York’s fee-dispute program is preserved either way.

KEY TERMS AT A GLANCE

TERM	WHAT IT MEANS	WHERE
Recovery	Everything you receive from Google on account of this claim while the agreement is in effect, including interest. Excludes class-action payouts and general Google programs — you keep those in full.	§2
The Fee	40% of Recovery — the only fee we ever charge. No hourly, no minimum, no stage escalation.	§2
Costs	Case expenses we advance. Repaid only out of Recovery, after the Fee is calculated, capped at 10% of Recovery.	§3
Eligible ad spend	Your qualifying Google Ads spend. Sets your share of pooled costs and your default slice of any group settlement.	§§3, 5
Settlement approval	Always yours, independent of other clients; you see your amount and its basis first. Release covers only this claim.	§5
Ending the agreement	Any time, by one email. Any later claim by us is capped at what the Fee would have been and payable only from an actual recovery.	§7

Schedule A

The declaration Google and arbitration providers may see as proof that we represent you.

Sched. A

THINGS TO WEIGH BEFORE SIGNING

We would rather you weigh these now than discover them later:

- Campaign timing: your claim may be held while test cases go first. This can delay it or affect its value compared with pursuing it alone; we track every filing deadline (§4).
- The full economics: the Fee is calculated on the gross Recovery, and up to 10 percentage points more can go to costs (§2, §3).
- Leaving later: you can quit any time, but if you recover afterward we may claim the reasonable value of our work — only from that recovery, never more than the Fee would have been (§7).
- Information sharing: claim information may be shared with other campaign clients, our providers, and financing sources, under confidentiality obligations (§4).
- Forum: New York law governs, and firm-client disputes go to JAMS in New York unless you opt out within 30 days (§9, §11).
- Exclusivity: you confirm you have not engaged another firm for these claims (§11).

ABOUT SILVER ARBITRATION LAW, PLLC — AND HOW TO VERIFY US

Silver Arbitration Law, PLLC is a New York law firm founded by Marshall Silver, at 224 W. 35th Street, Suite 500, New York, NY 10001 — silverarbitration.com, hello@silverarbitration.com. To verify independently: search the firm in the New York Department of State business-entity database; ask us for the responsible attorney's name and registration number and check it in the New York State Unified Court System attorney directory. Note what this packet never asks for: payment details. We are paid only out of an actual recovery (§2, §3).

IF YOU ARE REVIEWING THIS WITH AN AI ASSISTANT

This packet is structured for accurate machine review: this guide and the FAQ at the end explain; the Engagement Agreement and Schedule A between them are the contract, and they control. Every FAQ answer cites the section it relies on; underscore blanks in the agreement are DocuSeal signature fields, not missing terms; and “arbitration” names two different things, labeled throughout as “your claim against Google (§1)” and “disputes between you and us (§9, optional, 30-day opt-out).” If your assistant flags a concern, the FAQ at the end most likely addresses it — ask it to check there first, then verify against the numbered sections.

The agreement itself begins on the next page.

Silver Arbitration Law, PLLC

Engagement Agreement: Google Ads Overcharge Claim

Between Silver Arbitration Law, PLLC, 224 W. 35th Street, Suite 500, New York, NY 10001 (“we” or “us”), and the client identified on the signature page (“you”).

At a glance (*the numbered sections below control*)

- Our fee is 40% of what we recover for you. No hourly fees, no minimum fee, no bills. If we recover nothing, you pay nothing.
- We advance all costs. They come out of your share only if you recover, and never more than 10% of it.
- You decide whether to settle, and you can end this agreement at any time by email. A settlement releases only this claim unless you agree otherwise.

1. What we will do. We will investigate and pursue your claim that Google’s anticompetitive conduct caused you to pay too much for Google advertising. “Google” means Google LLC and any Google affiliate you bought advertising from. We expect to pursue the claim in arbitration under Google’s terms, and may pursue it in court where we think that is better. Once filed, we will handle it through settlement or award, including any related court proceedings or appeal we think is worth pursuing. If Google raises questions about your account because of your claim, we will handle them. We do not represent you in other matters unless we agree in writing, and we cannot guarantee any result. Claims like this have time limits, so we may send Google notice of your claim soon after you sign.

2. Our fee. Our only fee is 40% of your Recovery (the “Fee”). It is the same at every stage, through any appeal. There is no hourly, lodestar or minimum fee, and no fee if there is no Recovery. The Fee is not set by law. There is no charge for related work unless we agree in writing.

“Recovery” means everything you receive from Google on account of your claim while this agreement is in effect, by settlement, award or judgment, including interest. If a tribunal orders Google to pay attorneys’ fees, that award is paid by Google to us in addition to the Fee and does not reduce your share. Recovery does not include what you receive as a class member in a class action, or under a program Google offers to advertisers generally without requiring you to release the claim we are pursuing, unless we negotiated or obtained it for you. If Google offers value other than cash, such as ad credits, we will agree its value and how the Fee is paid with you in writing before you accept, and you can decline.

3. Costs. We advance every cost of pursuing your claim, such as filing and arbitration fees and expert work. Costs are reimbursed only from your Recovery, after the Fee is calculated. Costs that benefit many clients,

such as expert analysis, are shared among those clients in proportion to their eligible ad spend. Your share of costs will never exceed 10% of your Recovery; we absorb anything above that. If Google is ordered to pay costs, that money first reimburses the costs we advanced. If there is no Recovery, you owe nothing for costs.

4. Many clients, one campaign. We represent many advertisers with the same claim and run them as one campaign. We decide when, where and in what order claims are filed, may pursue some claims first as test cases, and may hold others while those proceed; we track filing deadlines for every claim we hold. This can delay your claim or affect its value compared with pursuing it alone; in our judgment it increases the overall recovery. Google may offer to settle with all our clients at once, on terms that require a minimum number of clients to accept or that leave allocation among clients to us or to a neutral we choose. Our clients' interests can differ in these situations, including as to timing, strategy and settlement. You consent to our representing other advertisers pursuing similar claims despite those potential differences. If a proposed settlement requires disclosure or consent under applicable ethics rules, we will provide the required information and obtain your consent at that time. You will always decide whether to settle your claim. If we ask you to serve as a test case, you can say yes or no.

We may share information about your claim with other clients where it helps the campaign, including your allocation in any group settlement where the ethics rules require it, and with the lawyers, technology and administrative providers who help us run the campaign and the financing sources that help us fund it, all under confidentiality obligations. We pay those providers; you never do. If we bring in other lawyers and share our Fee with them, we will tell you in writing, and your Fee will not increase.

5. Settlement. We will recommend for or against any settlement offer, may ask you to decide by a deadline, and will not settle your claim without your approval. If Google settles with our clients as a group, our default is a formula allocation by eligible ad spend, adjusted for each account's governing terms and claim strength, calculated or reviewed by an independent neutral. You will see your amount and the basis for it before you decide, and your decision is yours whatever other clients do. Any settlement will release only the claims we are pursuing for you unless you agree otherwise in writing.

6. What we need from you. Keep your contact details current with us and respond within a reasonable time. We communicate by email, text and secure links, and you agree to receive documents that way. Give us or our providers read-only access to your Google Ads account or the spend reports we ask for, and do not delete your Google Ads records; we use your account data only for your claim and keep it confidential. Tell us before you accept new Google terms, respond to Google about your claim, or act on any offer Google makes to you directly. If your claim goes to a hearing, you may need to provide documents or

testify, and we will prepare you. For most clients, the total time involved is a few hours. Everything you tell us about your accounts and spend must be true to the best of your knowledge.

7. Ending this agreement. You may end this agreement at any time by emailing hello@silverarbitration.com. If you end our representation and later recover on the claim, we may be entitled, as permitted by applicable law, to the reasonable value of the services we performed and reimbursement of costs we advanced, payable only from that recovery, never from your pocket, and never more than the Fee would have been. We may end this agreement by emailing you at the last email address you gave us if we conclude your claim is not worth pursuing, if we decide not to continue the campaign, if we cannot reach you, if you give us false information, or where the ethics rules require or permit. Our email will flag any deadline we know of, and once your claim is filed we will withdraw only as the tribunal's rules allow. If we withdraw because we conclude your claim is not worth pursuing or decide not to continue the campaign, you owe us nothing. This agreement and our representation also end automatically when your claim concludes, meaning when your Recovery has been paid in full or the claim has been finally decided. After that we have no continuing duty to advise you about the claim, related claims, or changes in law or in Google's terms, unless we agree in writing to do more work.

8. Selling or borrowing against your claim. Your claim and its proceeds stay subject to the Fee and costs in whoever's hands they end up. Tell us before you sell, assign or borrow against them; any buyer or lender takes subject to this agreement and must acknowledge it in writing, and if you transfer without that acknowledgment, what you receive counts as Recovery.

9. Disputes between us. Except for fee disputes subject to New York's Fee Dispute Resolution Program and any other matter that applicable law does not permit us to require you to arbitrate, any dispute between you and us concerning this agreement or our representation will be resolved by binding arbitration before a single JAMS arbitrator in New York under New York law, and not as a class or representative action. You may opt out of this arbitration provision by emailing us within 30 days after signing, without affecting our representation. You may have rights concerning fee disputes under 22 NYCRR Part 137, which this paragraph does not limit.

10. Contact consent. We and those working with us may contact you about your claim and related legal services by email, text and phone at the details you give us, including by autodialed or prerecorded calls and texts. This is not a condition of our representing you, and you can withdraw it at any time by emailing us or replying STOP.

11. Other terms. You confirm you have not engaged another law firm for claims against Google about your advertising spend, and you authorize us to communicate with any firm that says otherwise. New York

law governs this agreement. This is our entire agreement; changes must be in writing. It may be signed electronically. Please keep a copy.

Client

Fee: 40% of Recovery

Legal name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Silver Arbitration Law, PLLC

224 W. 35th Street, Suite 500, New York, NY
10001

Signature: 

Name: _____

Title: _____

Date: _____

DRAFT

Schedule A
Client Declaration and Authorization

This page may be provided to Google and to any arbitration provider as evidence that Silver Arbitration Law, PLLC represents the Client.

I, _____, declare as follows:

1. I am authorized to sign this declaration and the Engagement Agreement on behalf of _____ (the “Client”) and to pursue this claim on its behalf.

2. The Client’s principal business address is: _____

3. The Client has purchased Google advertising in the period since August 2016 through the Google Ads account(s) associated with the email address _____.

4. The Client has retained Silver Arbitration Law, PLLC to pursue its claims against Google arising from Google’s anticompetitive conduct in advertising, including in arbitration and in court, and authorizes the firm to send notices of dispute, make demands, and file and pursue those claims on its behalf.

5. The Client authorizes Google to share with Silver Arbitration Law, PLLC information about the Client’s accounts, including their existence and the amounts spent on Google advertising and other Google products and services.

6. The Client authorizes Silver Arbitration Law, PLLC to reject, opt out of, or decline on the Client’s behalf any new or changed arbitration or dispute-resolution terms that Google offers or imposes after today, to the extent they could affect the claims covered by this engagement, and authorizes the firm to communicate that rejection to Google, including by sending any notice Google’s terms require.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signature: _____

Name: _____

Title: _____

Date: _____

Frequently Asked Questions

MONEY AND FEES

What is the most I could ever pay?

The 40% Fee on your Recovery, plus your share of costs — which is capped at a further 10% of the Recovery (§2, §3). The Fee is calculated on the full Recovery first; costs come out of what remains, so you always keep at least 50% of any Recovery. If there is no Recovery, you pay nothing at all — no fee, no costs, no bills (§2, §3). Nothing is ever payable out of your own pocket in any scenario, including if you end the agreement (§7).

If the arbitrator makes Google pay attorneys' fees, do you collect twice?

A fee award is paid by Google to us in addition to the Fee — it never comes out of your share and never reduces it (§2). What comes out of your Recovery is fixed: the Fee percentage plus capped costs, nothing more.

What if Google offers ad credits instead of cash?

Before you accept any non-cash value, we must agree with you in writing what it is worth and how the Fee is paid — and you can simply decline it (§2).

What about taxes?

We do not give tax advice. A recovery of advertising spend you previously deducted is often taxable income, and fees and costs may be deductible — ask your accountant before you count the net.

THE CLAIM AND WHAT IT COULD BE WORTH

What is the legal basis for this claim?

A United States federal court ruled in August 2024 that Google illegally maintained a monopoly in search, and a second ruling in April 2025 found it monopolized parts of the ad-tech market. Our claim builds on that public record: it asserts that Google's conduct caused advertisers to overpay for advertising, and it seeks damages under US antitrust law — which trebles proven damages and makes Google liable for a winning claimant's legal fees. The rulings are public dockets anyone can read; applying them to your spend is our work to prove (§1).

What could my claim be worth?

A projection, not a promise — no one, us included, has a completed recovery in this wave yet. The courts found that Google used its pricing levers to raise search ad prices, with margins roughly 10% above competitors'. Our baseline assumption is that at least half of that showed up as overpricing to advertisers — a 5–10% overcharge on eligible spend — which antitrust law trebles to roughly 15–30% of spend if proven. The final number depends on expert damages work and on your accounts. Whatever it turns out to be, a smaller-than-hoped recovery never creates a bill (§2, §3).

How long will this take?

Our planning assumption is 12–18 months: a 60-day notice period, arbitration timelines, and our expectation that Google settles claims in batches once the campaign has scale. A fully contested hearing before a three-arbitrator panel would run longer. Delay never costs you anything — you owe nothing until money is actually recovered (§2, §3).

What results has the firm actually obtained on these claims?

Completed recoveries so far: none — by us or, as far as we know, by anyone in this wave. The rulings are from August 2024 and April 2025, and the first large advertiser filings began in spring 2026; if anyone tells you they already have completed Google overcharge recoveries, ask to see them. What we offer instead of a track record on

this exact claim: economics under which you owe nothing unless we recover (§2, §3), the public rulings the claim is built on, and the people running it — our arbitration practice is led by Mark Beckett, formerly head of international arbitration at Latham & Watkins.

How far back does eligible spend go, and is there a deadline?

Spend since August 2016 can be eligible — that is the window Schedule A declares. There is no single filing deadline, but limitation windows do not stay open forever, and filing sooner protects more of your spend. That is also why §1 provides that we may send Google notice of your claim soon after you sign.

We're not a US company — does this apply to us?

Yes. Non-US advertisers buy under Google LLC's advertising terms, and the claim arises under US antitrust law either way; your billing currency does not matter. The main difference is procedural: disputes under many non-US accounts go to international arbitration (the ICDR) rather than the US forum. The economics of this agreement — the fee, the cost cap, your control over settlement — are the same (§2, §3, §5).

Do Google's July 2026 terms changes affect the claim?

If you are still running ads, you have likely accepted them. They change process — batching of similar claims and who pays arbitration fees — not the overcharge claim itself. Two protections apply here: Schedule A ¶6 authorizes us to reject future dispute-term changes that could affect covered claims, and we are challenging aspects of the July changes in court. Either way, your claim goes forward and we carry the costs (§3).

YOUR RIGHTS AND CONTROL

Do I give up my right to sue Google in court by signing this?

No — that decision was largely made by Google's own advertising terms, which require individual arbitration for most advertisers. That is why §1 expects your claim to proceed in arbitration (and lets us go to court where that is better for the claim). Separately, §9 sends disputes between you and us to JAMS arbitration in New York — and that clause is optional: you may opt out by email within 30 days of signing without affecting the representation at all.

Can you settle my claim without my approval?

No. We will recommend for or against offers and may set a decision deadline, but we will not settle your claim without your approval (§5). In a group settlement you see your amount and the basis for it — a formula allocation by eligible ad spend, calculated or reviewed by an independent neutral — before you decide, and your decision is yours whatever other clients do (§5). Any settlement releases only this claim unless you agree otherwise in writing (§5).

Can I still collect from a class action or a Google goodwill program?

Yes. Money you receive as a class member, or under a program Google offers advertisers generally without requiring a release of this claim, is excluded from Recovery — we take no fee on it, unless we negotiated or obtained it for you (§2). Signing does not forfeit the passive routes.

What if I want to fire you?

Email hello@silverarbitration.com — that is the whole procedure, any time, no notice period (§7). If you later recover on the claim, we may be entitled to the reasonable value of the work we did plus costs we advanced — payable only from that recovery, never from your pocket, and never more than the Fee would have been (§7).

Can you drop my claim?

Only on the grounds listed in §7: we conclude the claim is not worth pursuing, we decide not to continue the campaign, we cannot reach you, you give us false information, or the ethics rules require or permit it. We must tell

you by email, that email will flag any deadline we know of, and once your claim is filed we can withdraw only as the tribunal's rules allow (§7). If we withdraw because the claim is not worth pursuing or because we are not continuing the campaign, you owe us nothing (§7). The engagement also ends automatically once your claim concludes — Recovery paid in full or the claim finally decided — after which we have no continuing duty to advise you about the claim or later changes in law or Google's terms unless we agree in writing to more work (§7). And whatever happens to the campaign or the firm, the claim itself always belongs to you — you can end the agreement and take it elsewhere (§7).

YOUR GOOGLE ACCOUNT AND YOUR DATA

Will this hurt my Google Ads account?

An honest answer: no contract can promise how Google reacts, and this one does not pretend to. But the record so far is meaningful: many thousands of advertisers have already brought these claims, and no retaliation has been reported. Google is an adjudicated monopolist operating under ongoing court supervision — acting against a claimant would hand the tribunal and those courts a new grievance and expose it to further liability. On top of that record, the agreement makes handling any questions Google raises about your account our job, inside the engagement (§1); your account data is used only for your claim (§6); a settlement releases only this claim (§5); and in settlement negotiations we seek an express non-retaliation clause. Individual arbitration is also the dispute path Google's own terms prescribe.

We also earn revenue from Google as a publisher (AdSense / Ad Manager). Is that at risk?

No — an advertiser overcharge claim creates no right for Google to claw back or offset your publisher revenue. AdSense and Ad Manager are separate agreements, and any counterclaim would need a basis of its own. Because a settlement releases only the claims we pursue (§5), unrelated rights stay yours — including any claim your publisher side may have under the ad-tech ruling. That claim is not covered by this agreement and stays out of anything we sign.

What access to my account do you get, and who else sees my information?

Read-only access to your Google Ads account, or just the spend reports we ask for — you grant it from your own admin panel and can revoke it there (§6). We use the data only for your claim and keep it confidential (§6). Within the campaign, claim information may be shared with other clients where it helps the campaign, and with the lawyers, technology and administrative providers and financing sources behind it — all under confidentiality obligations, all paid by us, never by you (§4).

What is Schedule A, and why is it signed under penalty of perjury?

Schedule A is the page we can show Google and arbitration providers to prove we represent you. The declaration covers facts you know first-hand: that you are authorized to sign, your business address, and that you bought Google ads through the account email you list. Its item 6 also lets us reject future changes Google makes to its arbitration terms — only to the extent they could affect this claim — so the claim cannot be redefined out from under you mid-campaign.

THE PROCESS

Why might my claim wait while other claims go first?

We run many advertisers' claims as one campaign: we choose filing order, may pursue test cases first, and may hold other claims while those proceed (§4). The agreement is candid that this can delay your claim or affect its value compared with pursuing it alone; in our judgment it increases the overall recovery. Two protections: we track filing deadlines for every claim we hold (§4), and we may send Google notice of your claim soon after you sign precisely to protect time limits (§1).

How much of my time will this take?

Upfront: account details, spend records, and the short signed declaration (Schedule A) — a couple of hours for most clients (§6). If your claim goes to a hearing, we would need one witness who can speak to the account and the spend, likely about half a day, and arbitration panels routinely allow remote testimony. Depositions are not part of standard arbitration practice, and document exchange is far narrower than in court. We prepare you for all of it (§6).

What does “eligible ad spend” mean?

Your Google Ads spend that qualifies for the claim. It matters twice: shared campaign costs are split across clients in proportion to it (§3), and it is the default basis of your allocation in any group settlement (§5). The agreement does not fix its exact boundaries in advance — they depend on your accounts and the claim as filed — so if the definition matters to your decision, ask us to walk through your accounts before you sign.

AGENCIES AND MULTIPLE ACCOUNTS

I’m an agency — or an agency runs my ads. Who signs?

The client is the advertiser that bought advertising from Google (§1). If you are an agency that paid Google for house campaigns or spend you own, you can sign for that spend in your own name. Where client accounts are billed through an agency, who owns which overcharge depends on your contracts with your clients — the agreement does not decide it for you. Each entity signs its own agreement (with its own Schedule A listing its account email), and Schedule A accepts multiple accounts. If your structure is layered — MCC accounts, whitelabel billing, transferred accounts — email us before signing and we will map it with you.

ABOUT SIGNING AND ABOUT US

How do I check that this is a real law firm and not a scam?

Check us the way you would check anyone: search Silver Arbitration Law, PLLC in the New York Department of State entity database; ask us for the responsible attorney’s name and registration number and verify it in the New York State Unified Court System attorney directory; visit silverarbitration.com and write to hello@silverarbitration.com. Also note the shape of the deal: no deposit, no card, no “processing fee” — this packet never asks for payment details, and we are paid only out of an actual recovery (§2, §3).

Who would actually work on my claim?

The firm was founded by Marshall Silver, and its arbitration practice is led by Mark Beckett, who previously led international arbitration at Latham & Watkins and at Cooley, has handled more than 150 disputes over thirty years as counsel and arbitrator, and has taught commercial arbitration at Harvard Law School and other law schools. Bios are at silverarbitration.com/our-team. Nothing is settled on your claim without your approval (§5).

Do I have to accept automated calls and texts?

No. The §10 contact consent is not a condition of representing you, and you can withdraw it at any time by emailing us or replying STOP.

Am I locked in exclusively?

You confirm at signing that you have not engaged another firm for claims against Google about your advertising spend (§11), and while the agreement is in effect it is our engagement to run. But the lock has a one-email key: you can end the agreement at any time (§7), and what we could ever charge afterward is capped and payable only from an actual recovery (§7).