



# European Air Law Association

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Co-Founder  
of the RightNow Group

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RightNow has been creating parity between consumers and large corporations since 2016



Using a specially developed algorithm, **RightNow guides its clients through the legal jungle and helps turn legal claims into cash.** RightNow helps clients to identify and enforce legal claims in various areas of daily life and offers the **first all-inclusive solution** to inform clients about their rights and enforce legal claims directly.



**Founding Year**  
2016



**Locations**  
Düsseldorf,  
Berlin



**Markets**  
Germany, Austria,  
Switzerland



**Employees**  
~50 FTEs

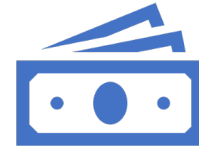


**Financing**  
>30 million € in  
total

## How does our business model work?

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Simple, fast and (almost) always satisfying the customer



You upload your claim to our system where our algorithms take over

Our algorithms analyse your claim within seconds and our AI provides you with a fair offer

You accept our offer & get paid within a few days

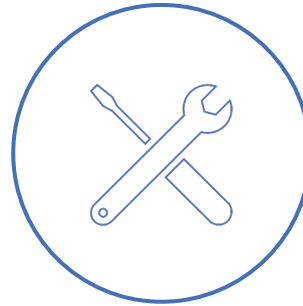
## Efficient law enforcement

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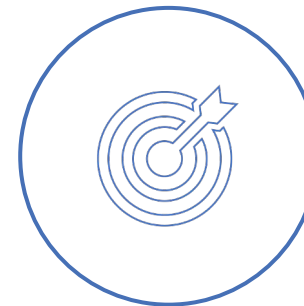
### Court database:

- Creation of a 'court database'
- Duration of the proceedings
- Efficiency of the courts (turnover rate of judges)



### Debtor analysis

- Analysis and evaluation of the claimants
- Extrajudicial or judicial enforcement
- Danger of insolvency
- Enforcement



### Efficient enforcement

- Objective accumulation of claims
- Local Court/Land Court
- Choice and 'spread' of partner lawyers



Our current product portfolio offers diverse opportunities which are close to the current needs of our customers - for example:

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### **GDPR**

More than 1.3 million passwords and other account data are leaked online every day. We want to help customers to find out if and how they are affected and buy their compensation claims.



### **Fitness Membership**

Due to the COVID-19 pandemic, most fitness chains were forced to close their doors. We buy refund claims against big fitness chains and help our customers to recover some of their monthly fees.



### **Online Gambling**

Online casinos were illegal until July 2021. That's why players can get their losses back. We want to help them stand a chance against bigger casinos and buy their claim to compensate some of their losses.



### **Private Health Insurance**

Many private health insurances have increased their fees in the past. However, this increase is often not legal, as it is obtained without sufficient justification. We want to help customers to recover some of their fees by buying their refund claim.

## Special approach: debt purchase

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OLG Cologne, decision of 29.1.2021 - 9 U 184/20, NZV 2021, 196:

The plaintiff's purchase of receivables, which constitutes the legal basis for the assignment agreements, does not violate the Legal Services Act (RDG). According to the parties' concurring submissions, the plaintiff's business model is to be classified as so-called "genuine factoring". The plaintiff asserts the claims acquired from the cedants entirely in its own name, on its own account and at its own risk. As the defendant itself has correctly explained, this "genuine factoring" does not fall under the scope of application of the RDG (BGH, Judgment of 27.11.2019 - VIII ZR 285/18, NJW 2020, 208 para. 41 with further references). The corresponding activity of the plaintiff, who is also an authorised legal service provider within the meaning of section 10(1) no. 1 RDG, is therefore not capable of constituting a violation of the RDG. Rather, the plaintiff asserts its own rights acquired outside the scope of the RDG in a permissible manner in its own name (LG Kleve, partial judgment of 14.10.2020 - 2 O 252/19; juris para. 35ff.)."

This means:

Consumer Claims Purchasing does not fall within the scope of the German Legal Services Act (Rechtsdienstleistungsgesetz), nor does it fall within the scope of the German Banking Act (Kreditwesengesetz) - Consumer Claims Purchasing is currently in the unregulated area.

The collection model is different:

- This is where the RDG comes into play, cf. § 10: "Natural and legal persons as well as companies without legal personality registered with the competent authority (registered persons) may provide legal services in the following areas on the basis of special expertise: 1. debt collection services (§ 2 para. 2 sentence 1),"

## Refund of taxes & fees – I

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BGB, 9. Auflage, § 286 Rn. 59). So liegen die Dinge hier indes nicht. Anerkannt ist, dass die im Gesamtpreis für einen Flug enthaltenen Steuern, Gebühren und Entgelte, einschließlich eines Treibstoffzuschlages zu erstatten sind, wenn der Flug nicht angetreten wird. Diese Flugnebenkosten fallen nur an, wenn der Fluggast den

→ OLG Cologne, decision of 29.1.2021 - 9 U 184/20, NZV 2021, 196

aus § 648 Satz 2 BGB. Hiernach behält das Luftfahrtunternehmen im Fall einer konkludenten Kündigung des Beförderungsvertrags durch Nichtantritt eines Fluges zwar seinen Anspruch auf das vereinbarte Flugentgelt, es muss sich aber gleichwohl dasjenige anrechnen lassen, was es durch den Nichtantritt des Fluges erspart hat. Dies sind jedenfalls die auf den betroffenen Fluggast entfallenden Steuern und Gebühren, welche nur anfallen, wenn der Fluggast den Flug auch tatsächlich antritt (LG Kleve, Teilurteil vom 14.10.2020 – 2 O 252/19, juris Rn. 14 ff.; LG Frankfurt a. M., Teilurteil vom 03.07.2020 – 24 O 100/19; NJW-RR 2020, 1312 [1313]).

→ OLG Düsseldorf, Judgment of 23.7.2020 - I-16 U 99/20, NZV 2021, 104

## Refund of taxes & fees – II

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### Already 'solved':

=> Step action:

1. right to information § 242 BGB (in connection with. Art. 23 para. 1 of Regulation (EC) No. 1008/2008)
2. claim for reimbursement under the contract of carriage by air §§ 648, 812 BGB

=> Choice of law clauses Art. 5 para. 2 ROM-I-VO are invalid (as non-transparent and abusive in the sense of the Clauses Directive 93/13/EEC);

=> ineffective processing fees and assignment prohibitions.

### ***Problems that remain:***

=> Remaining current problem: Inclusion of taxes and fees in the ticket price (LG Köln partial judgment of 14.1.2022 - 12 O 230/20, BeckRS 2022, 278; LG Memmingen, partial judgment of 04.03.2022, ref. 26 O 1373/21; LG Landshut final judgement of 19.11.2021 - 54 O 2882/20, BeckRS 2021, 35099; LG Cologne, partial judgement of 23.02.2022, ref. 17 O 94/21; LG Dresden, B. of 28.1.2022 - 2 S 217/21...).

=> OLG Nuremberg, decision of 23.1.23 - 14 U 1490/22: "However, taking into account a claim of the passenger from § 648 sentence 2 BGB for repayment of the taxes and fees attributable to him, which are only incurred if he actually takes the flight (OLG Cologne, decision of 29.01.2021 - I-9 U 184/20, juris marginal no. 11, with further references), a claim for information appears to be given in principle and the statement with "0.00 €" appears to be recognisably incomplete (cf. OLG Düsseldorf, order of 10.09.2019 - I-7 W 29/19, juris marginal no. 12, with further references).

