

Chapter 11

Cost and Fee Allocation in German Civil Procedure

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11.1 Basic Rules

11.1.1 Cost and Fee Allocation – The Loser Pays

In Germany, the losing party must bear all statutory costs of the litigation in civil and commercial matters, including the costs incurred by the opponent and the costs for the taking of evidence, sec. 91 (1) ZPO (“loser pays” rule¹ and indemnity principle). If each party is successful in part and fails in part, costs are mutually cancelled or proportionally divided, sec. 92 (1) ZPO.

Appellate proceedings entail additional and higher costs. These costs are allocated according to the general principles with minor exceptions, as set out in sec. 97 ZPO. According to sec. 97 (1) ZPO, the losing party must pay the complete costs of the litigation and reimburse the costs of the winning party – even if the losing party won in the first instance.

The winning party can only recover the necessary costs of the litigation, sec. 91 (1) ZPO. The term *necessary* refers to the statutory costs. Consequently, a winning party that agreed to pay higher fees to its attorney than provided for by the Attorneys Remuneration Act (RVG) will only receive a reimbursement of the legally fixed fees, and not of the additional agreed costs. This limited recoverability reduces the financial risk of civil litigation and thus protects the losing party.

The reimbursable costs for the taking of evidence include not only court appointed expert witnesses,² but also expert witnesses hired by the prevailing party as long as the hiring of the expert was *necessary* as provided by

¹ Murray/Stürner, German Civil Justice (2004), p. 341.

² As a rule, the court selects and appoints the expert, see sec. 404 ZPO.

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sec. 91 (1) ZPO.³ If the court appoints an expert, parties have to advance the costs according to the burden of proof.⁴ These advance payments are later recoverable according to the general principles (sec. 91 ZPO). The remuneration of court appointed experts (and interpreters) is governed by law (JVEG) and based on hourly rates.

The German system is designed to provide equal access to justice of a high standard at reasonable costs. As an additional objective, the “loser pays” rule shall encourage potential claimants to pursue valid claims, but at the same time discourage the pursuit of unmeritorious claims. Thus, it also promotes the efficient use of the judiciary. Taken as a whole, the basic rule corresponds to the general procedural objective⁵ of protecting and implementing substantive private rights. However, the basic rule also has constitutional underpinnings as it is closely related to the constitutional guarantee⁶ of free access to justice, derived from articles 2 (1), 20, 3 GG.⁷ Accordingly, the constitutional guarantee prohibits any unnecessary and disproportional costs in civil litigation, although it still leaves large discretion to the legislature when elaborating a cost system.

11.1.2 Exceptions and Modifications

11.1.2.1 Statutory Exceptions

For some family proceedings and non-contentious proceedings, there are wide ranging exceptions from the loser pays rule, sec. 81 FamFG. The most important family proceedings (marital matters and contentious family matters) are, however, governed by the general rules of the ZPO as described above, sec. 112, 113 FamFG. Non-contentious proceedings predominantly comprise matters concerning the supervision of natural persons and the confinement of supervised persons and the mentally ill, (*Betreuungs- und Unterbringungssachen*), decedents estates and issues of their distribution (*Nachlass und Teilungssachen*), matters concerning public registers

³ Bork in: Stein/Jonas, ZPO (2004), sec. 91, 42 (p. 425) and 79 et seq. (p. 440 et seq.); note 22, *infra*.

⁴ For acts of the court requested by a party cf. sec. 17 GKG, 379, 402 ZPO. For ex officio acts of the court cf. Zimmermann in: Binz/Dörndorfer/Petzold/Zimmermann, GKG, JVEG, sec. 17 GKG 16, 17.

⁵ Cf. Hartmann in: Baumbach/Lauterbach/Albers/Hartmann, ZPO⁶⁶ (2008), Einl III, 9 (p. 9).

⁶ Cf. BVerfG, December 12, 2006 – 1 BvR 2576/04, BVerfGE 117, p. 163 (186 et seq.); also cf. Brehm in: Stein/Jonas, ZPO²² (2003), vor sec. 1, 287–288 (p. 103 et seq.).

⁷ Cf. Hartmann in: Baumbach/Lauterbach/Albers/Hartmann, ZPO⁶⁶ (2008), Grdz § 128, 14 (p. 619).

and specific company law matters (*Registersachen und unternehmensrechtliche Sachen*). Where applicable, sec. 81 FamFG gives the court wide discretion when allocating the costs among the parties.⁸ The court may also decide that no one shall be charged for the proceedings. However, limiting the court's discretion, sec. 81 (2) enumerates several situations where the court shall allocate the costs to a specific party.

According to a general objective, the German cost system tends to discourage the parties from persevering in litigation – even after the case has been filed – and to settle the case. Accordingly, several provisions permit a reduction or even a shifting of the costs if one or both parties terminate the litigation. Specific provisions address the discontinuation of the proceedings (*Erledigung der Hauptsache*, sec. 91a ZPO⁹) and the immediate acknowledgment of the claim by a defendant who gave no motivation for the litigation (sec. 93 ZPO¹⁰).

An additional guiding principle of the German cost system tends to discourage procedural misbehavior by (rather limited) sanctions. If a party fails to observe a time limit and the hearing is adjourned, the negligent party must bear the additional costs – irrespective of the outcome of the litigation (sec. 95 ZPO). If a party prevails on appeal by presenting new facts – which by negligence were not presented at the first instance – the court may (at its discretion) order the prevailing party to partly or fully reimburse the costs of the appeal (sec. 97 ZPO¹¹). Additional costs for unsuccessful or unnecessary motions (sec. 96 ZPO) can also be allocated to the responsible party. As far as the allocation of (additional or unnecessary) costs is concerned, German law provides for limited judicial discretion. However, the court is not permitted to deviate from the general rule in sec. 91 ZPO. In this context, the principle guiding the discretion provides that the party who caused additional costs (cf. sec. 96 ZPO) must compensate the other side for these costs.

11.1.2.2 Party Agreements and Settlements

Party agreements allocating costs and fees are very uncommon unless parties reach a settlement. For settlements, sec. 98 ZPO explicitly provides for

⁸ Also see the materials of the German Federal Parliament (*Bundestags Drucksache*) BT Drs. 16/6308, p. 215 et seq.

⁹ In this case there will be no judgment on the merits. Moreover, as the parties no longer seek such judgment, the court will only decide on the costs, based on the information brought forward until that moment.

¹⁰ This provision is intended to prevent claimants from pursuing undisputed claims in court.

¹¹ Additionally, unsuccessful appeals have to be paid for by the party that appealed (sec 97 (1) ZPO).

agreements on fees and costs.¹² Such cost agreements are enforceable if they are a part of a settlement in court. If the parties of a settlement do not agree on the allocation of costs, each party bears its own costs and court costs are equally divided, sec. 98 ZPO.

11.1.3 Encouragement or Discouragement of Litigation

In general, cost rules shall encourage parties to bring valid lawsuits and to discourage parties from pursuing unmeritorious claims. In addition, German law provides for two major incentives to encourage settlements. Firstly, the renouncing of litigation – including settlements – involves considerably lower court charges, cf. appendix 1 to sec. 3 (2) GKG, KV 1211, 1222, 1232. Secondly, lawyers receive an additional settlement fee, cf. appendix 1 to sec. 2 (2) RVG, VV 1000, 1003, 1004, providing for an incentive to encourage their clients to agree on the settlements.

11.1.4 Advance Payments

For most of the litigation costs, advance payments are either necessary (court charges and expenses,¹³ cf. sec. 12, 17 GKG) or at least permitted (attorney remuneration, cf. sec. 9 RVG¹⁴), in some cases such payments are made upon request of the court for witnesses of fact and court appointed experts (cf. sec. 379, 402 ZPO). The actual amount usually depends on the amount in controversy (for court charges and attorney fees). The advancement of fees may hinder the parties' access to justice although a party entitled to legal aid does not have to advance any fees.¹⁵

11.1.5 The Determination of Costs and Fees

11.1.5.1 Court Costs

Court charges are generally calculated on the basis of the amount in controversy, sec. 3 GKG and sec. 3 FamGKG. The amount in controversy is defined by sec. 39–65 GKG, sec. 2–9 ZPO and sec. 33–56 FamGKG. In

¹² For further information see *Bork* in: Stein/Jonas, ZPO²² (2004), sec. 98, 11 et seq. (p. 559 et seq.).

¹³ Court charges include the remuneration of court appointed translators and experts, cf. KV 9005 of appendix 1 to the GKG.

¹⁴ Lawyers regularly request an advancement of the remuneration from the client.

¹⁵ Jauernig/Hess, Zivilprozessrecht (30rd ed. 2011), §§ 93–95.

some cases concerning the violation of intellectual property rights¹⁶ or competition laws, amounts in controversy are assessed generously on a rather abstract calculation of possible damages. As a result, high court and attorney fees are used by claimants as a threat against the alleged violators. For example, most recently, a producer of plastic toys with a turnover of approximately 100 million EUR sued the single (woman) producer of hand-made teddy bears over the use of her last name as a trademark she had registered. The business of the woman generates an annual profit of 500–700 EUR but the amount sought by the plastic toy producer is 250,000 EUR.¹⁷

As the court fees are solely based on the amount in controversy, they do not depend on the efforts actually undertaken by the Court. Neither the length nor the difficulty of the proceedings is taken into account. Court fees rise with the amount in controversy on a digressive scale. This is based on the consideration that the workload of the court does not usually increase proportionally to the amount in controversy. Therefore, in comparison to the workload, court charges are comparatively low for small claims and increase enough to constitute a system of cross subsidization in which large claims financially subsidize smaller cases.¹⁸ Since 2002, the amount in controversy is capped at a maximum of EUR 30 million, sec. 39 (2) GKG, 33 (2) FamGKG.¹⁹ There are also lower caps to the amount in controversy for some special types of proceedings.

11.1.5.2 Lawyers' Fees

Lawyers' fees are also regulated by statute. According to the Attorney Remuneration Act (RVG) the fees of lawyers are usually fixed according to the amount in controversy. Yet, lawyers are permitted to negotiate higher fees, sec. 2, 3a RVG. By contrast, a negotiated decrease is not permitted for court related attorney work, sec. 49b (1) BRAO, 4 (1) RVG. Sec. 4a RVG, a provision enacted in 2008, permits success fees under specific and very

¹⁶ E.g. illegal downloads of music, cf. Tyra, ZUM 2009, 934 (940 et seq.).

¹⁷ Cf. <http://www.spiegel.de/wirtschaft/unternehmen/0,1518,671570,00.html> (2011-03-31).

¹⁸ While usually small claims are less complex to pursue and thus also require less work, the work required for the pursuit of larger claims on average does not increase proportionally to the value in dispute. Rather, the workload usually increases slower than the value in dispute. This finding is also the reason for the declining design of the amount in controversy based cost structure, cf. sec. 34 GKG, 13 RVG. Hence the subsidies result from a – on average – lower than adequate decline of the costs in comparison to the (typical) actual workload of a rising value in dispute. Cf. *Hommerich/Kilian/Jackmuth/Wolf*, Anwaltsblatt 2006, p. 406 (406).

¹⁹ This legislative change immediately increased the volume of high value litigation in Germany.

restricted circumstances. However, as a rule, German law does not permit contingency fees, cf. sec. 49b (2) BRAO (but see C.I. *infra*).

The calculation of the amount in controversy for lawyer fees is defined by sec. 22–33 RVG, which largely refer to the GKG and ZPO (see *supra* B.V.1.). There is a cap of EUR 30 million to the amount in controversy here as well.

11.1.5.3 Cost Allocation and Determination Decisions

In contentious proceedings, courts determine the allocation of costs among the parties as part of the judgment, cf. sec. 308 (2) ZPO (*Kostengrundentscheidung*²⁰). The amount in controversy will also be calculated and fixed by the court. This decision will – at the latest – be made together with the decision on the material claim but in a separate court order, cf. sec. 63 (2) GKG. The actual taxation of potential reimbursement claims, i.e., the determination of the exact sum, however, is determined in completely separate proceedings, sec. 103–107 ZPO, 85 FamFG (*Kostenfestsetzungsverfahren*).

11.2 Litigation Financing

11.2.1 Success-Oriented Fees

Traditionally, success-oriented fees were not permitted by the German lawyers' remuneration laws, cf. sec. 49b (2) BRAO. In 2006, the Federal Constitutional Court (*BVerfG*) ruled that the ban on success-oriented fees was, in part, not in accordance with the German Constitution (*GG*).²¹ The constitutional guarantee of access to justice requires the ban to allow for exceptions in cases in which parties could be deterred from pursuing their rights unless they had the possibility to negotiate a contingency fee. With very reluctant changes to the RVG, effective since July 1st 2008, the legislature tried to implement the standards demanded by the *BVerfG*. Still, the regulation on success-oriented fees is criticized for both

²⁰ Usually the last part of the decision. An exemplary decision dividing the costs could be: *Von den Kosten des Rechtsstreits trägt der Beklagte 4/5 und die Klägerin 1/5* (Of the litigation costs, the respondent bears 4/5 and the claimant 1/5.).

²¹ *BVerfG*, 12.12.2006 – 1 BvR 2576/04, *BVerfGE* 117, p. 163 et seq.

its consequences²² and its reach.²³ Some critics fear that even the limited permission of contingency fees will be a substantial step towards an unwelcome Americanization²⁴ of German procedural law.²⁵

The German legislature endorsed these criticisms and permitted success fees in a very restricted fashion. According to sec. 4a RVG, success-oriented fees are only permitted in case the client would otherwise be deterred from pursuing his or her right because of his or her economic situation. Consequently, success-oriented fees can only be agreed to on a case by case basis. If these conditions are met, different types of remuneration can be negotiated. Accordingly, the parties can agree on contingency fees (a percentage of the sum won), no win-no fee arrangements, success premiums (higher fees in case of a victory) and other arrangements.²⁶ Importantly, success-oriented fees that are higher than the statutory remuneration cannot be recovered from the losing party under sec. 91 ZPO. These costs are – in general – not considered necessary to pursue a claim in light of this provision.²⁷

11.2.2 Sale of Claims

Claims can be *sold and transferred* for purposes of litigation within the limits of substantive law. Sec. 398 BGB determines that all claims can be subrogated unless a special provision prohibits the cession of the claim. The two most important of these limiting provisions follow immediately. Sec. 399 BGB excludes claims from transfer if the parties have agreed to a prohibition of any transfer or if the claim cannot be ceded without a change of its content. Sec. 400 BGB defines that a claim cannot be transferred to the extent it is not subject to pledge.

However, if claims are to be (collectively) enforced by a third party, such business is restricted by sec. 2 (2) and 3 RDG. Under these provisions, only

²² Cf. e.g. Mayer, *Anwaltsblatt* 2008, p. 473 (477) criticizing the changes for the consequential lack of form in remuneration agreements.

²³ Cf. e.g. Hartung, *Anwaltsblatt* 2008, p. 396 et seq.

²⁴ Cf. Hartung, *Anwaltsblatt* 2008, p. 396 (398) on what is understood as Americanisation in Germany.

²⁵ Cf. e.g. Stüer, *Anwaltsblatt* 2007, p. 431 et seq.

²⁶ Cf. Mayer, *Anwaltsblatt* 2008, p. 473 (474, 475); materials of the German Federal Parliament (*Bundestags Drucksache*) BT Drs. 16/8384, p. 10 et seq.

²⁷ Herget in: Zöller, *ZPO*²⁷ (2009), sec. 91, 13 (p. 376); Giebel in *MünchKomm-ZPO*³ (2008), sec. 91, 49 and 105.

persons with a license to offer legal services and some exempt organizations, such as consumer protection agencies (sec. 8 (1) No. 4 RDG),²⁸ may engage in such business. At the litigation stage, sec. 79 (1), (2) ZPO reflect these restrictions. In other cases, the transfer of the claim is considered void (sec. 134 BGB).

Recently, the BGH permitted an action brought by a Belgian stock company (CDC) against several German corporate defendants for the collection of damages caused by a cartel.²⁹ The plaintiff had bought the claims from several German companies which had been victims of the cartel. The defendant relied on sec. 8 (1) No. 4 RDG and argued that the assignment of the claim to the plaintiff was null and void. The BGH did not directly decide the issue but held that the lawsuit was admissible. This judgment demonstrates a growing willingness to permit innovative forms of litigation financing.

11.2.3 Litigation Insurance

In Germany, 90% of funds for civil procedure costs emanate from three sources:

- (1) Self-financing of the client (47%),
- (2) Legal Expenses Insurance (LEI) (35%) – approximately 43% of the German population hold a LEI policy,³⁰
- (3) Legal aid (8%).³¹

This data demonstrates that Germany can be considered a stronghold of Legal Expenses Insurance. During the last two decades, it has become widespread in Germany.³² This insurance usually covers specific risks such as legal costs arising out of motor accidents. The main advantage of this kind of insurance, compared with legal aid, is that the insurance covers the risk of losing the lawsuit. The typical legal cost insurance reimburses the whole litigation costs which include the representation by a lawyer and

²⁸ Also cf. Hess in: Mansel/Dauner-Lieb/Henssler, *Zugang zum Recht*, 2008, p. 61 (67 et seq.). Please note that at the time, the RDG was not yet in force. The RDG replaced the RBG that covered the same topic.

²⁹ BGH, April 7, 2009 – ZKR 42/08 and press release 80/2009, both available on <http://www.bundesgerichtshof.de/> (in German).

³⁰ Cf. Hommerich/Kilian/Jackmuth/Wolf, *Anwaltsblatt* 2006, p. 200 (200); Köbl, *Prozesskostenhilfe vor Erfolgshonorar?*, FS Leibold (2009), p. 63 et seq.

³¹ Cf. Hommerich/Kilian/Dreske, *Statistical Yearbook of the Lawyers Profession 2007/2008*, p. 139.

³² In 2002, German insurance companies earned approximately €2.8 billion in LEI premiums from issuing about 25 million policies (the total amount of the German population is about 80 million people).

the obligation to pay the opponent's cost in case of defeat. This growth of legal cost insurances has been criticised by judges: they complain about a "litigation explosion" in Germany and the bringing of lawsuits without serious chances of success.³³ Insurers are not legally bound to offer only specific types of LEI. The freedom of contract leaves them many options for designing their policies. However, insurers offering LEI usually use a standardized policy under the Uniform Conditions on Legal Expenses Insurance (*Allgemeine Bedingungen für die Rechtsschutzversicherung – ARB 2010*).³⁴

Legal expenses insurance can also be included in various types of liability insurance. However, liability insurance usually offers only passive protection. This means that the insurer will only pay for the costs of a defense against claims the insurer believes to be non-meritorious.

11.2.4 Legal Aid

Sec. 114–127a ZPO and sec. 76–78 FamFG provide for general and publicly funded legal aid. Legal aid is available to all individuals who are unable to pay for parts or any of the procedural costs, either immediately or at all, sec. 114 ZPO, sec. 76 FamFG. As a second condition, the applicant's claim or defense has to have an adequate chance of success. If these conditions are met, legal aid is granted either as an interest-free loan³⁵ (sec. 114, 115 and 120 (1) ZPO) or as a full grant without any repayment obligation (sec. 127 (III) 1 ZPO³⁶), depending on the ability of the applicant to financially contribute to the litigation. Interest-free loan legal aid has to be repaid in monthly installments (sec. 120 (1) and 115 ZPO).

Applications for legal aid have to be filed with the same court deciding the merits of the case, sec. 117 (1) ZPO. Legal aid is granted or denied without an oral hearing although the opposite party is heard, sec. 127 (1) ZPO. The decision can be appealed, sec. 127 (2), (3) ZPO. Grants are awarded independently in every instance of the proceedings, sec. 119 (1) ZPO.

Representation based on legal aid is less attractive for lawyers as their statutory compensation is significantly reduced, cf. sec. 49 RVG. Legal aid also carries significant risks for its recipients. If the recipient of legal aid loses the litigation, he or she must still reimburse the necessary costs of the prevailing party, cf. sec. 91 (1), 123 ZPO, sec. 76 (1) FamFG.

³³ Statistics did not confirm these critics, *Murray and Stürmer*, German Civil Justice, p. 124.

³⁴ Available online (2011-03-31): http://www.gdv.de/Downloads/Bedingungen/Musterbedingung_Rechtsschutz_ARB2010_September2010.pdf.

³⁵ Note: The applicant never receives any payment; rather, the state pays the costs on behalf of the applicant.

³⁶ Cf. *Philippi* in: Zöller, ZPO²⁷ (2009), sec. 120, 7 (p. 565), sec. 127, 14 (p. 605).

11.3 Class Actions and Group Litigation

American-style class actions are unknown to the German civil procedure system. Yet, since 2005, investors can collectively sue companies under the KapMuG (Capital Markets Model Case Act) for certain violations of capital market rules.³⁷ Under the KapMuG, individual proceedings are temporarily merged into one model case to resolve the issues common to all the individual claims.³⁸ The KapMuG contains two provisions on litigation costs for model cases, sec. 17, 19 KapMuG. Pursuant to sec. 17 KapMuG, the costs of the model case are part of the costs of the subsequent continuation of individual proceedings (dealing with the particularities of each individual case). The costs are allocated to the individual proceedings according to the proportion of the net worth of each individual claim to the overall net worth of all claims merged. Sec. 19 KapMuG, in contrast to sec. 17 KapMuG, is a separate rule on the allocation of costs in case of an appeal against the decision in the model case. Whereas the costs of the original model case become part of the costs of the individual proceedings (sec. 17 KapMuG), costs of an appeal against the model case are allocated among the parties of the appeal (sec. 19 KapMuG). Although it is a special provision in relation to sec. 91 et seq. ZPO, sec. 19 KapMuG roughly follows the same principle of allocating the costs to the loser of the appeal.³⁹

Despite the traditional concept of two parties litigating against each other, either side can consist of more than one party (*Streitgenossenschaft* – group litigation), sec. 59–63 ZPO. In that case, sec. 100 ZPO provides a special rule on the allocation of litigation costs among the group. According to sec. 100 (1), as a general rule, costs are shared equally among the members of the group. Only if the extent of the involvement in the litigation is considerably uneven, the court can allocate the costs among the members of the group according to its discretion, sec. 100 (2).

11.4 Conclusion

Due to its high level of regulation, civil litigation costs in Germany are comparatively predictable. This predictability of the costs is perceived as a strong advantage of the German litigation system.⁴⁰ Yet, there are two factors that may lower the predictability in specific cases. Firstly, the costs

³⁷ For details consult Hess, in Hess/Reuschle/Rimmelspacher, KapMuG (2008), Einl. (p. 3 et seq.).

³⁸ Cf. Kruis in: Hess/Reuschle/Rimmelspacher, KapMuG (2008), sec. 17, 1–2 (p. 547).

³⁹ Cf. Kruis in: Hess/Reuschle/Rimmelspacher, KapMuG (2008), sec. 19, 1–3 (p. 561).

⁴⁰ Cf. “Law – Made in Germany”, p. 29, the booklet is available on the website (2011-03-31) <http://www.lawmadeingermany.de/>.

incurred by the taking of evidence cannot be calculated easily in complex cases even though they are also highly regulated. This applies especially when court appointed experts are involved. These experts are paid on a – relatively low – hourly basis. Secondly, statutory costs are sometimes insufficient for rewarding sophisticated legal advice. In such cases parties have to negotiate a higher remuneration. However, as mentioned, under the compensation regime of sec. 91 et seq. ZPO, a negotiated higher remuneration cannot be recovered.

The basic concept of the “loser pays” rule, which does not leave any discretion for the court, entails an effective deterrent for unmeritorious lawsuits. It also promotes the access to justice for valid claims.

The German lawyers’ remuneration system is based on the idea of a cross subsidization (among lower and higher claims). However, this basic assumption has considerably lost momentum due to growing specialization within the German bar. It is noticeable that the pressure to change the whole system is growing as the overall trend is likely to make the pursuit of small claims more difficult in the future. Therefore, the elaboration of adequate remuneration structures for small claims will be a major challenge.

During the last few years, the legal framework of attorney remuneration has been somewhat deregulated. The relatively low costs level and the high transparency of costs are major economic advantages of the regulated system compared with the situation in less regulated or even unregulated markets.⁴¹ Deregulation may cause adverse effects, e.g., a lack of transparency or an insufficient protection of inexperienced parties.⁴²

The present cost system in Germany seems to be appropriate and competitive, at least at a European level. Its basic structures guarantee a comparatively efficient and highly qualified judicial system. The predominant legal literature suggests preserving the present system and its two fundamental principles: the “loser pays” rule and the lack of judicial discretion with regard to the allocation of costs.

⁴¹ *Von Seltmann*, BRAK-Mitteilungen 2008, p. 118 (119).

⁴² *Von Seltmann*, BRAK-Mitteilungen 2008, p. 118 (119).

Abbreviations

	Full Term (German)	Translation
BGB	Bürgerliches Gesetzbuch	Civil Code
BGH	Bundesgerichtshof	Federal Court of Justice
BRAO	Bundesrechtsanwaltsordnung	Federal Attorneys Code
BVerfG	Bundesverfassungsgericht	Federal Constitutional Court
FamFG	Gesetz über das Verfahren in Familien-sachen und den Angelegenheiten der freiwilligen Gerichtsbarkeit	Code of Family Proceedings and Non-Contentious Proceedings
FamGKG	Gesetz über Gerichtskosten in Familien-sachen	Family Matters Court Charges Act
GC	Grundgesetz	Federal Constitution (Basic Law)
GKG	Gerichtskostengesetz	Court Charges Act
GVG	Gerichtsverfassungsgesetz	Court Organization Code
JVEG	Justizvergütungs- und Entschädigungs-gesetz	Judicial Remuneration and Compensation Act
KapMuG	Kapitalanleger-Musterverfahrensgesetz	Act on the Initiation of Model Case Proceedings in Respect of Investors in the Capital Markets (Capital Markets Model Case Act)
RDG	Rechtsdienstleistungsgesetz	Legal Services Act
RVG	Rechtsanwaltsvergütungsgesetz	Attorney Remuneration Act
ZPO	Zivilprozessordnung	Civil Procedure Code