

(b) What significance must be attached in that regard to the fact that in December 1999 Evans, when asked, opted for the continuation of the privileged status?

(<sup>1</sup>) Council Regulation of 14 June 1971 on the application of social security schemes to employed persons, to self-employed persons and to members of their families moving within the Community (OJ 1971 L 149, p. 2).

(<sup>2</sup>) Council Regulation of 15 October 1968 on freedom of movement for workers within the Community (OJ, English Special Edition 1968(II), p. 475).

**Reference for a preliminary ruling from the Industrial Tribunals (Northern Ireland) (United Kingdom) made on 12 April 2013 — Valerie Lyttle, Sarah Louise Halliday, Clara Lyttle, Tanya McGerty v Bluebird UK Bidco 2 Limited**

(Case C-182/13)

(2013/C 189/06)

*Language of the case: English*

#### Referring court

Industrial Tribunals (Northern Ireland)

#### Parties to the main proceedings

*Applicants:* Valerie Lyttle, Sarah Louise Halliday, Clara Lyttle, Tanya McGerty

*Defendant:* Bluebird UK Bidco 2 Limited

#### Questions referred

1. In the context of Article 1(1)(a)(ii) of Council Directive 98/59/EC (<sup>1</sup>), does 'establishment' have the same meaning as it has in the context of Article 1(1)(a)(i) of that Directive?
2. If not, can 'an establishment', for the purposes of Article 1(1)(a)(ii), be constituted by an organisational sub-unit of an undertaking which consists of or includes more than one local employment unit?
3. In Article 1(1)(a)(ii) of the Directive, does the phrase 'at least 20' refer to the number of dismissals across all of the employer's establishments, or does it instead refer to the number of dismissals *per* establishment? (In other words, is the reference to '20' a reference to 20 in any particular establishment, or to 20 overall?)

(<sup>1</sup>) Council Directive 98/59/EC of 20 July 1998 on the approximation of the laws of the Member States relating to collective redundancies OJ L 225, p. 16

**Request for a preliminary ruling from the Supremo Tribunal Administrativo (Portugal) lodged on 12 April 2013 — Fazenda Pública v Banco Mais SA**

(Case C-183/13)

(2013/C 189/07)

*Language of the case: Portuguese*

#### Referring court

Supremo Tribunal Administrativo

#### Parties to the main proceedings

*Applicant:* Fazenda Pública

*Defendant:* Banco Mais SA

#### Question referred:

In a financial leasing contract under which the customer pays rent, the latter comprising financial payback, interest and other charges, does or does not the rent paid fall to be taken into account, in its entirety, in the denominator of the deductible proportion or, conversely, must only interest be taken into account, since it constitutes the remuneration, the profit, accruing to the bank from the leasing contract?

**Request for a preliminary ruling from the Juzgado de lo Social de Barcelona (Spain) lodged on 15 April 2013 — Antonio Márquez Somohano v Universitat Pompeu Fabra**

(Case C-190/13)

(2013/C 189/08)

*Language of the case: Spanish*

#### Referring court

Juzgado de lo Social de Barcelona

#### Parties to the main proceedings

*Applicant:* Antonio Márquez Somohano

*Defendant:* Universitat Pompeu Fabra

#### Questions referred

1. Must clause 5 of the Framework Agreement on fixed-term work annexed to Council Directive 1999/70/EC (<sup>1</sup>) of 28 June 1999 be interpreted as precluding national legislative provisions such as Articles 48 and 53 of Ley Orgánica 6/2001 de Universidades of 21 December 2001, which do not provide for a maximum duration for successive employment contracts, in circumstances where there are no domestic legal measures in place to prevent abuse arising from the use of successive fixed-term employment contracts for university lecturers?