

**Action brought on 6 August 2013 — Bitiqi and Others v Commission and Others****(Case T-410/13)**

(2013/C 325/55)

*Language of the case: French***Parties**

*Applicants:* Burim Bitiqi (London, United Kingdom); Arlinda Gjebrea (Prishtina, Republic of Kosovo); Anna Gorska (Warsaw, Poland); Agim Hajdini (London); Josefa Martínez Estéve (Valencia, Spain); Denis Vasile Miron (Bucharest, Romania); James Nicholls (Swindon, United Kingdom); Zornitsa Popova Glodzhani (Varna, Bulgaria); Andrei Mihai Popovici (Bucharest); and Amaia San José Ortiz (Llodio, Spain) (represented by: A. Coolen, J.-N. Louis, É. Marchal and D. Abreu Caldas, lawyers)

*Defendants:* European Commission, Eulex Kosovo and the European External Action Service (EEAS)

**Form of order sought**

The applicants claim that the General Court should:

— annul the decisions of 27 May and 2 July 2013 not to renew their contracts;

— order the Commission to pay the costs.

**Pleas in law and main arguments**

In support of the action, the applicants rely on five pleas in law.

1. First plea in law, alleging infringement of the principle that staff representatives should be consulted, since the staff was not informed of the consequences of the decision to restructure the Eulex Kosovo Mission until after that decision had been taken, and the hierarchy refused to consult with a trade union representative.
2. Second plea in law, alleging infringement of the protection of workers in the context of a mass redundancy, in so far as each of the workers made redundant must have the law in force in her/his Member State of origin applied to her/him, resulting in significant differences in the rules applied and the protection granted to each worker.
3. Third plea in law, alleging misuse of the right to use successive fixed-term contracts.

4. Fourth plea in law, alleging infringement of the principles of equal treatment and non-discrimination between 'seconded' and 'contracted' workers, in so far as only those workers who were 'contracted' staff will actually be made redundant, whereas 'seconded' members of staff have been offered the opportunity to be deployed elsewhere.

5. Fifth plea in law, concerning one of the applicants, alleging a breach of Article 8 of the European Social Charter, since that applicant was informed of the contested decision while she was pregnant and on maternity leave.

**Action brought on 13 August 2013 — Richter + Frenzel GmbH v OHIM — Richter (Richter+Frenzel)****(Case T-418/13)**

(2013/C 325/56)

*Language in which the application was lodged: German***Parties**

*Applicant:* Richter + Frenzel GmbH + Co. KG (Würzburg, Germany) (represented by: D. Altenburg, lawyer)

*Defendant:* Office for Harmonisation in the Internal Market (Trade Marks and Designs)

*Other party to the proceedings before the Board of Appeal:* Ferdinand Richter GmbH (Pasching, Austria)

**Form of order sought**

The applicant claims that the Court should:

— Annul the contested decision of the Fourth Board of Appeal of OHIM of 12 March 2013 (R 2001/2011-4);

— Order the defendant to pay the costs including the costs incurred in the course of the appeal proceedings.

**Pleas in law and main arguments**

*Applicant for a Community trade mark:* the applicant

*Community trade mark concerned:* the word mark 'Richter+Frenzel' for goods and services in Classes 1, 6, 7, 8, 9, 11, 16, 17, 19, 20, 24, 25, 35, 37, 39, 41 and 42 Community trade mark application No 8 545 998