

Pleas in law and main arguments

By the present action for damages, the applicants claim that the defendant breached its obligations by failing to refer, in its opinion of 17 February 2012 on the terms of securities issued or guaranteed by the Greek State (CON/2012/12), to the unlawfulness of the proposed restructuring of Greece's public debt through a mandatory exchange by Law 4050/2012.

In support of the action, the applicants raise four pleas in law.

1. First plea in law: failure to refer to the impermissibility of the compulsory restructuring in the light of the principle of *pacta sunt servanda*, since amending clauses cannot effectively be inserted retroactively into existing government bonds
2. Second plea in law: failure to find that the expropriatory effect of the envisaged Greek legislative proposal, which provided for a mandatory exchange without appropriate compensation being laid down in the legislation itself, constituted an infringement of the second sentence of Article 17(1) of the Charter of Fundamental Rights of the European Union
3. Third plea in law: failure to refer to an infringement of Article 63 TFEU
4. Fourth plea in law: failure to refer to an infringement of Article 124 TFEU

Action brought on 17 February 2017 — Pelikan v EUIPO — NBA Properties (NEW ORLEANS PELICANS)

(Case T-112/17)

(2017/C 129/38)

Language in which the application was lodged: English

Parties

Applicant: Pelikan Vertriebsgesellschaft mbH & Co. KG (Hannover, Germany) (represented by: U. Hildebrandt, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: NBA Properties, Inc. (New York, New York, United States)

Details of the proceedings before EUIPO

Applicant of the trade mark at issue: Other party to the proceedings before the Board of Appeal

Trade mark at issue: EU figurative mark in black and white containing the word elements 'NEW ORLEANS PELICANS' — Application for registration No 11 518 487

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 16 December 2016 in Case R 408/2016-4

Form of order sought

The applicant claims that the Court should:

— annul the contested decision;

— order EUIPO to pay the costs.

Plea in law

— Infringement of Article 8(1)(b) and (5) of Regulation No 207/2009.

Action brought on 20 February 2017 — Alba Aguilera and Others v EEAS

(Case T-119/17)

(2017/C 129/39)

Language of the case: French

Parties

Applicants: Ruben Alba Aguilera and 28 other applicants (Addis-Ababa, Ethiopia) (represented by: S. Orlandi and T. Martin, lawyers)

Defendant: European External Action Service (EEAS)

Form of order sought

Declare and rule that:

- The contested decision is annulled, insofar as it reduces, with effect from 1 January 2016, the amount of the allowance for living conditions for staff posted to Ethiopia from 30 % to 25 %;
- The EEAS is ordered to make a lump-sum payment to the applicants, the amount of which shall be determined *ex aequo et bono* by the General Court, in respect of the non-pecuniary harm suffered;
- The EEAS is ordered to pay the costs.

Pleas in law and main arguments

The present action concerns the lawfulness of the EEAS's decision to reduce the allowance for living conditions (ALC) granted to members of the temporary staff of the EU in the Ethiopia delegation from 30 % to 25 %.

In support of the action, the applicant relies on three pleas in law.

1. The first plea in law alleges infringement of the obligation to adopt the GIP of Annex X to the Staff Regulations.
2. The second plea in law alleges infringement of Article 10 of Annex X to the Staff Regulations, insofar as the method used by the EEAS to set the amount of the ALC in a particular place of employment takes account of the principle of 'regional coherence'.
3. The third plea in law alleges the multiple manifest errors of assessment which therefore render the contested decision unlawful.

Action brought on 28 February 2017 — Exaa Abwicklungsstelle für Energieprodukte v ACER

(Case T-123/17)

(2017/C 129/40)

Language of the case: German

Parties

Applicant: Exaa Abwicklungsstelle für Energieprodukte AG (Vienna, Austria) (represented by: B. Rajal, lawyer)