

4. Fourth plea in law, alleging infringement of the principle of the duty of care and of assistance caused by the decision to reassign the applicant to DG SCIC.
5. Fifth plea in law, based on the legal principle of failure to fulfil obligations and the principle of legality.
6. Sixth plea in law, alleging infringement of Article 9, point 3, of Annex IX to the Staff Regulations and of the legal principle of 'ne bis in idem', vitiating disciplinary procedure CMS 17/025 brought against the applicant.
7. Seventh plea in law, alleging a breach of Article 41(1) of the Charter and, more particularly, of a reasonable time for the abovementioned disciplinary procedure.

Action brought on 1 April 2018 — Manéa v CdT

(Case T-225/18)

(2018/C 221/37)

Language of the case: French

Parties

Applicant: Camelia Manéa (Echternach, Luxembourg) (represented by: M.-A. Lucas, lawyer)

Defendant: Translation Centre for the Bodies of the European Union (CdT)

Form of order sought

- Annul the decision of 29 May 2017 of the Director of the Translation Centre for the Bodies of the European Union ('CdT') not to renew, with effect from 12 November 2015, the applicant's fixed-term contract of employment as a temporary member of staff, which would actually have ended on 31 January 2016;
- Order the re-employment of the applicant as a temporary member of staff of the CdT with effect from 1 January 2019 or, should that prove impossible, order the defendant to pay her compensation for the material and non-material harm which she has suffered as a result of losing an employment not limited in time, a sum corresponding to the remuneration which she would have earned had she remained in the service of the CdT for four years, net, if necessary, of remuneration or compensation which she may otherwise receive, and to pay the corresponding contributions to the Community pension scheme;
- Order the CdT to pay her compensation for the non-material and material harm which she suffered as a result of the decision of 12 November 2015 in the sum of EUR 11 136 in respect of non-material harm, the sum of EUR 12 000 in respect of her loss of remuneration and the sum of EUR 9 674 in respect of her representation costs;
- Order the defendant to pay the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging infringement of the obligation to replace the applicant in the legal position in existence before the withdrawn act, factual errors, manifest errors of assessment or an insufficient statement of reasons, and disregard for the interest of the service, in that the new decision not to re-employ the applicant on 31 January 2016 was based on factors which, contrary to the view taken by the defendant, would not have existed when the question of her re-employment arose in November 2015.

2. Second plea in law, alleging, firstly, a failure to have regard to the staff policy defined by the Management Board, in that the view was taken in the decision not to re-employ her that it was in the interests of the service to implement a policy of replacing the temporary members of staff by members of the contractual staff. Secondly, this plea alleges an error of assessment in that the view was taken that the replacement of the applicant by a member of the contractual staff was justified by the reorganisation of the Translation Support Department and, thirdly, a factual error in that the view was taken that that was the case.
3. Third plea in law, alleging an error of law, a manifest error of assessment and/or an insufficient statement of reasons, in that it was decided, retroactively and on the sole ground of the interest of the service, not to re-employ the applicant rather than to compensate her, while, in her view, reinstatement of the withdrawn decision was impossible or particularly difficult. Moreover, that decision was not necessary to achieve the objectives of the measure, did not constitute a full re-examination of the facts of the case, ran counter to legitimate expectations and allowed an obligation to persist to remedy the harm resulting from the other irregularities by which the original decision was vitiated.

Action brought on 9 April 2018 — Martini-Sportswear v EUIPO — Olympique de Marseille (M)

(Case T-237/18)

(2018/C 221/38)

Language in which the application was lodged: English

Parties

Applicant: Martini-Sportswear GmbH (Annaberg, Austria) (represented by: W. Lang, lawyer)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Olympique de Marseille SASP (Marseille, France).

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Applicant

Trade mark at issue: International registration designating the European Union in respect of the figurative mark M — International registration designating the European Union No 1 238 066

Procedure before EUIPO: Opposition proceedings

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 29 January 2018 in Case R 1755/2017-4.

Form of order sought

The applicant claims that the Court should:

- declare the Decision of the Opposition Division of 25 May 2017 invalid;
- revise the contested decision, so that the Opposition is to be dismissed;
- order EUIPO to pay the costs.

Plea in law

- Infringement of Art. 8(1)(b) of Regulation No 2017/1001.
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