

The other parties to the proceedings: Nestlé Unternehmungen Deutschland GmbH (represented by: A. Jaeger-Lenz, lawyer), European Union Intellectual Property Office (represented by: D. Walicka, acting as Agent)

### Operative part of the judgment

The Court:

- 1) Dismisses the appeal;
- 2) Orders Lotte Co. Ltd to bear, in addition to its own costs, the costs incurred by Nestlé Unternehmungen Deutschland GmbH;
- 3) The European Union Intellectual Property Office (EUIPO) shall bear its own costs.

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<sup>(1)</sup> OJ C 59, 15.2.2016.

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### Order of the Court of 21 September 2016 (reference for a preliminary ruling from the Curtea de Apel Craiova — Romania) — Rodica Popescu v Direcția Sanitar Veterinară și pentru Siguranța Alimentelor Gorj

(Case C-614/15) <sup>(1)</sup>

*(Reference for a preliminary ruling — Article 99 of the Rules of Procedure of the Court of Justice — Social policy — Directive 1999/70/EC — Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP — Successive fixed-term employment contracts — Veterinary assistant in the veterinary health inspection sector — Public sector — Clause 5(1) — Measures aimed at preventing the misuse of fixed-term contracts — Concept of ‘objective reasons’ justifying the use of such contracts — Replacements for vacant posts pending completion of competition procedures)*

(2016/C 454/25)

Language of the case: Romanian

### Referring court

Curtea de Apel Craiova

### Parties to the main proceedings

Applicant: Rodica Popescu

Defendant: Direcția Sanitar Veterinară și pentru Siguranța Alimentelor Gorj

### Operative part of the order

Clause 5(1) of the Framework agreement on fixed-term work, concluded on 18 March 1999, which is set out in the Annex to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP, must be interpreted as precluding national rules, such as those at issue in the main proceedings, under which the renewal of successive fixed-term employment contracts, in the public sector, is deemed justified by ‘objective reasons’ within the meaning of that clause on the sole ground that inspections performed by staff employed in the veterinary health sector are non-permanent in nature due to the variations in volume of the activities of the establishments to be inspected, unless the renewal of those contracts is actually aimed at covering a specific need in the relevant sector, without the underlying reason being budgetary considerations, which it is for the national court to verify. Moreover, the fact that the renewal of successive fixed-term contracts is done pending completion of competition procedures does not make those rules compliant with that clause where the actual application thereof leads, in reality, to abusive recourse to successive fixed-term employment contracts, which it is also for the national court to verify.

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<sup>(1)</sup> OJ C 68, 22.2.2016.