

— the Defendant erred in finding that the conditions under Article 8(5) of Regulation No 207/2009 were fulfilled.

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**Action brought on 23 February 2016 — Codorníu v EUIPO — Bodegas Altun (ANA DE ALTUN)**  
**(Case T-86/16)**  
(2016/C 136/55)

*Language in which the application was lodged: Spanish*

**Parties**

*Applicant:* Codorníu SA (Esplugues de Llobregat, Spain) (represented by: M. Ceballos Rodríguez and J. Güell Serra, lawyers)

*Defendant:* European Union Intellectual Property Office (EUIPO)

*Other party to the proceedings before the Board of Appeal:* Bodegas Altun, SL (Baños de Ebro, Spain)

**Details of the proceedings before EUIPO**

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

*Trade mark at issue:* European Union figurative mark containing the word elements 'ANA DE ALTUN' — Application for registration No 11 860 913

*Procedure before EUIPO:* Opposition proceedings

*Contested decision:* Decision of the Second Board of Appeal of EUIPO of 9 December 2015 in Case R 199/2015-2

**Form of order sought**

The applicant claims that the Court should:

- annul the contested decision;
- order EUIPO and the other party to the proceedings, should that party intervene, to pay the costs.

**Pleas in law**

- Infringement of Article 8(1)(b) and 8(5) and Articles 75 and 76 of Regulation No 207/2009.

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**Action brought on 26 February 2016 — Eurofast v Commission**  
**(Case T-87/16)**  
(2016/C 136/56)

*Language of the case: French*

**Parties**

*Applicant:* Eurofast SARL (Paris, France) (represented by: S.A. Pappas, lawyer)

*Defendant:* European Commission

**Form of order sought**

The applicant claims that the Court should:

- annul the Commission's offsetting decision of 17 December 2015;
- declare the debt claimed by the Commission against Eurofast under the ASSET contract to be unfounded;
- declare that all expenditure in respect of the ASSET project, corresponding to EUR 507 574, is eligible and order the Commission to confirm that the funding, as specified in the Grant Agreement, corresponding to EUR 365 639, is lawful;
- order the Commission to pay the sum of EUR 69 923,68 under the EKSISTENZ contract, plus late-payment interest;
- order the Commission to pay contractual compensation;
- order the Commission to pay the costs.

**Pleas in law and main arguments**

In support of the action, the applicant relies on two pleas in law, respectively, in support of its application for annulment of the offsetting decision contained in the Commission's letter of 17 December 2015 and in support of its application for a declaration that the contested contractual debt does not exist.

1. First plea in law, alleging infringement of Articles 78 and 80 of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002, Article II.21 of Annex II to the FP7 Grant agreement (General conditions), the principle of good faith laid down in Article 1134 of the Belgian Civil Code and the principles of legitimate expectations and of legal certainty.
2. Second plea in law, alleging infringement of the contractual rules under the General Conditions of the ASSET grant contract and a manifest error of assessment of the rules relating to eligible costs.

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**Action brought on 26 February 2016 — Opko Ireland Global Holdings v EUIPO — Teva  
Pharmaceutical Industries (ALPHAREN)**

**(Case T-88/16)**

(2016/C 136/57)

*Language in which the application was lodged: English*

**Parties**

*Applicant:* Opko Ireland Global Holdings Ltd (Dublin, Ireland) (represented by: S. Malynicz, Barrister, A. Smith and D. Meale, Solicitors)

*Defendant:* European Union Intellectual Property Office (EUIPO)

*Other party to the proceedings before the Board of Appeal:* Teva Pharmaceutical Industries Ltd (Jerusalem, Israel)

**Details of the proceedings before EUIPO**

*Applicant of the trade mark at issue:* Applicant