

Action brought on 7 September 2017 — All Star v EUIPO — Carrefour Hypermarchés (Shape of a shoe sole)

(Case T-611/17)

(2017/C 374/67)

Language in which the application was lodged: English

Parties

Applicant: All Star CV (Beaverton, Oregon, United States) (represented by: R. Kunze, G. Würtenberger, lawyers)

Defendant: European Union Intellectual Property Office (EUIPO)

Other party to the proceedings before the Board of Appeal: Carrefour Hypermarchés (Evry, France)

Details of the proceedings before EUIPO

Proprietor of the trade mark at issue: Applicant

Trade mark at issue: EU tridimensional mark (Shape of a shoe sole) — EU trade mark No 7 497 373

Procedure before EUIPO: Proceedings for a declaration of invalidity

Contested decision: Decision of the Fourth Board of Appeal of EUIPO of 27 June 2017 in Case R 952/2014-4

Form of order sought

The applicant claims that the Court should:

- annul the contested decision;
- order EUIPO to pay the costs of the proceedings.

Pleas in law

- Infringement of Articles 62, 63 and 64 of Regulation No 207/2009;
- Infringement of Article 76 of Regulation No 207/2009;
- Infringement of Articles 75 and 78 of Regulation No 207/2009;
- Infringement of Articles 63 and 75 of Regulation No 207/2009 and of Article 41 of the Charter of Fundamental Rights of the European Union;
- Infringement of Articles 52(1) and 7(1) of Regulation No 207/2009;
- Infringement of Articles 52(2) and 7(3) of Regulation No 207/2009;
- Infringement of Article 77 of Regulation No 207/2009.

Action brought on 7 September 2017 — Bonnafous v EACEA

(Case T-614/17)

(2017/C 374/68)

Language of the case: French

Parties

Applicant: Laurence Bonnafous (Brussels, Belgium) (represented by: S. Rodrigues and A. Blot, lawyers)

Defendant: Education, Audiovisual and Culture Executive Agency

Form of order sought

The applicant claims that the Court should:

- declare the present action admissible and well-founded;
- consequently:
- annul the decision of 14 November 2016 dismissing the applicant;
 - annul the decision of the Authority entitled to Conclude Contracts of Employment of 2 June 2017 rejecting the applicant's complaint of 3 February 2017;
 - award the applicant the amount of EUR 15 000 for the non-pecuniary damage suffered;
 - order the defendant to pay all the costs.

Pleas in law and main arguments

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

1. First plea in law, alleging infringement of Article 84 CEEA, procedural irregularities committed by the defendant Agency, infringement of the principle of good administration and of the duty of care and infringement of the rights of defence of the applicant and, in particular, of his right to be heard.
2. Second plea in law, alleging the absence of normal probationary conditions and infringement of the principle of good administration and of the duty of care.
3. Third plea in law, alleging the absence of clearly defined objectives, infringement of Article 80 CEEA and failure to observe the principle of correspondence between Function Group IV and the tasks assigned to the applicant.
4. Fourth plea in law, alleging that the probationary period report was based on manifestly erroneous grounds.
5. Fifth plea in law, alleging infringement of the duty of care and of the principle of good administration and a misuse of power.

Action brought on 14 September 2017 — Taminco and Arysta LifeScience Great Britain/EFSA

(Case T-621/17)

(2017/C 374/69)

Language of the case: English

Parties

Applicants: Taminco BVBA (Gent, Belgium), Arysta LifeScience Great Britain Ltd (Edinburgh, United Kingdom) (represented by: C. Mereu and M. Grunchar, lawyers)

Defendant: European Food Safety Authority (EFSA)

Form of order sought

The applicants claim that the Court should:

- Annul the decision of the European Food Safety Authority of 18 July 2017, notified to the applicants on 20 July 2017, on the assessment of the confidentiality claims made in relation to the application for renewal of the approval process for Thiram as an active substance;
- order the defendant to bear the costs.