

**Action brought on 1 March 2018 — BPCE and Others v ECB****(Case T-146/18)**

(2018/C 161/67)

*Language of the case: French***Parties**

*Applicants:* BPCE (Paris, France) and 36 other applicants (represented by: A. Gosset-Grainville, M. Trabucchi and P. Kupka, lawyers)

*Defendant:* European Central Bank

**Form of order sought**

The applicants claim that the Court should:

- annul Article 4 of ECB Decision No ECB/SSM/2017 — 9695005MSX1OYEMGDF46/338 (taken together with its annex) of 19 December 2017, in so far as it prescribes measures to be taken regarding irrevocable payment commitments in respect of the deposit guarantee schemes or the resolution funds;
- order the ECB to pay all the costs.

**Pleas in law and main arguments**

In support of the action, the applicants rely on four pleas in law which are essentially identical or similar to those relied on in Case T-143/18, *Societe Generale v ECB*.

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**Action brought on 1 March 2018 — Arkéa Direct Bank and Others v ECB****(Case T-149/18)**

(2018/C 161/68)

*Language of the case: French***Parties**

*Applicants:* Arkéa Direct Bank (Puteaux, France), Caisse de Bretagne de Crédit Mutuel Agricole (Le Relecq Kerhuon, France), Crédit Mutuel Arkéa (Le Relecq Kerhuon), Crédit foncier et communal d'Alsace et de Lorraine-banque (Strasbourg, France), Fédéral Finance (Le Relecq Kerhuon), Arkéa Home Loans SFH (Brest, France), Arkéa Banking Services (Paris, France), Arkéa Public Sector SCF (Le Relecq Kerhuon), Arkéa Banque Entreprises et Institutionnels (Le Relecq Kerhuon), Keytrade Bank Luxembourg SA (Luxembourg, Luxembourg) (represented by: A. Gosset-Grainville, M. Trabucchi and P. Kupka, lawyers)

*Defendant:* European Central Bank

**Form of order sought**

The applicants claim that the Court should:

- annul Article 8 of ECB Decision No ECB/SSM/2017 — 9695000CG7B84NLR5984/207 of 19 December 2017, in so far as it prescribes measures to be taken regarding irrevocable payment commitments in respect of the deposit guarantee schemes or the resolution funds;
- order the ECB to pay all the costs.

**Pleas in law and main arguments**

In support of the action, the applicants rely on four pleas in law which are essentially identical or similar to those relied on in Case T-143/18, *Societe Generale v ECB*.

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