— in the alternative, should the Court consider that classification of ordinary shares as Tier 1 capital without prior authorisation from the ECB constitutes a breach of Article 26(3) of Regulation (EU) No 575/2013, the applicant claims not to have committed any intentional or negligent breach in applying that provision and that the contested decision infringes the principle of legal certainty;

— in the further alternative, should the Court consider that a breach can be established and the applicant penalised, the applicant claims that, in the light of the lack of seriousness of the alleged breach and the cooperation of the applicant, the contested decision infringes the principle of proportionality.

2. Second plea in law, alleging infringement by the ECB of the applicant's fundamental procedural rights in so far as it based the contested decision on complaints against which the applicant was unable to present its objections.

Action brought on 25 September 2018 — Crédit agricole Corporate and Investment Bank v ECB

(Case T-577/18)

(2018/C 436/79)

Language of the case: French

Parties

Applicant: Crédit agricole Corporate and Investment Bank (Montrouge, France) (represented by: A. Champsaur and A. Delors, lawyers)

Defendant: European Central Bank

Form of order sought

The applicant claims that the Court should:

— annul, on the basis of Articles 256 and 263 TFEU, Decision ECB-SSM-2018-FRCAG-76 adopted by the ECB on 16 July 2018;

— order the ECB to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on two pleas in law which are, in essence, identical to those relied on in Case T-576/18, *Crédit agricole* v *ECB*.

Action brought on 25 September 2018 — CA Consumer Finance v ECB

(Case T-578/18)

(2018/C 436/80)

Language of the case: French

Parties

Applicant: CA Consumer Finance (Massy, France) (represented by: A. Champsaur and A. Delors, lawyers)

Defendant: European Central Bank

Form of order sought

The applicant claims that the Court should:

— annul, on the basis of Articles 256 and 263 TFEU, Decision ECB-SSM-2018-FRCAG-76 adopted by the ECB on 16 July 2018;

— order the ECB to pay the costs.

Pleas in law and main arguments

In support of the action, the applicant relies on two pleas in law which are, in essence, identical to those relied on in Case T-576/18, *Crédit agricole* v *ECB*.

Action brought on 27 September 2018 — Ukrselhosprom PCF and Versobank v ECB

(Case T-584/18)

(2018/C 436/81)

Language of the case: English

Parties

Applicants: Ukrselhosprom PCF LLC (Solone, Ukraine) and Versobank AS (Talinn, Estonia) (represented by: O. Behrends, L. Feddern and M. Kirchner, lawyers)

Defendant: European Central Bank

Form of order sought

The applicants claim that the Court should:

— annul decision ECB/SSM/2018–EE-2 WHD-2017-0012 of 17 July 2018 withdrawing the banking licence of Versobank AS;

— annul, accordingly, the cost order ECB-SSM-2018-EE-3 of 14 August 2018 regarding the internal administrative review;

— order the defendant to pay all costs.

Pleas in law and main arguments

In support of the action, the applicants rely on twenty-four pleas in law.

1. First plea in law, alleging that the ECB lacks the competence for a decision with respect to the liquidation of Versobank AS.

2. Second plea in law, alleging that the ECB failed to make its own assessment as regards the underlying anti-money laundering (AML)/combating the financing of terrorism (CFT) issues.

3. Third plea in law, alleging that the ECB failed to investigate and to appraise carefully and impartially all relevant aspects of the case.

4. Fourth plea in law, alleging illegitimate reliance on an alleged submission of incorrect information with respect to the Latvian activities of Versobank.

5. Fifth plea in law, alleging failure by the ECB to take into account the positive role of the highly competent and reputable management team.