

- (5) Having regard to Articles 7 and 8 of the Charter, does the directive adequately safeguard the level of protection of European fundamental rights when PNR data are transferred to third country authorities by third countries?

(¹) Directive (EU) 2016/681 of the European Parliament and of the Council of 27 April 2016 on the use of passenger name record (PNR) data for the prevention, detection, investigation and prosecution of terrorist offences and serious crime (OJ 2016 L 119, p. 132).

Request for a preliminary ruling from Tribunalul Mureş (Romania) lodged on 30 March 2020 — DG, EH v SC Gruber Logistics SRL

(Case C-152/20)

(2020/C 279/31)

Language of the case: Romanian

Referring court

Tribunalul Mureş

Parties to the main proceedings

Applicants: DG, EH

Defendant: SC Gruber Logistics SRL

Questions referred

1. Is Article 8 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 (¹) to be interpreted as meaning that the choice of law applicable to an individual employment contract excludes the application of the law of the country in which the employee has habitually carried out his or her work or as meaning that the fact that a choice of law has been made excludes the application of the second sentence of Article 8(1) of that regulation?
2. Is Article 8 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 to be interpreted as meaning that the minimum wage applicable in the country in which the employee has habitually carried out his or her work is a right that falls within the scope of 'provisions that cannot be derogated from by agreement under the law that, in the absence of choice, would have been applicable', within the meaning of the second sentence of Article 8(1) of the regulation?
3. Is Article 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 to be interpreted as meaning that the specification, in an individual employment contract, of the provisions of the Romanian Labour Code does not equate to a choice of Romanian law, in so far as, in Romania, it is well-known that there is a legal *obligation* to include such a choice-of-law clause in individual employment contracts? In other words, is Article 3 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 to be interpreted as precluding national rules and practices pursuant to which a clause specifying the choice of Romanian law must *necessarily* be included in individual employment contracts?

(¹) Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ 2008 L 177, p. 6).

Request for a preliminary ruling from the Landgericht Düsseldorf (Germany) lodged on 3 April 2020 — FI v Eurowings GmbH

(Case C-157/20)

(2020/C 279/32)

Language of the case: German

Referring court

Landgericht Düsseldorf