

### Pleas in law and main arguments

In support of the action, the applicants claim that, if the appeal seeking to have set aside the judgment of 9 April 2019 (Case C-447/19, *Close and Cegelec v Parliament*) were upheld, it would have to entail the annulment of the decision taken on 19 March 2015 by the Parliament to award the public works contract concerning the ‘Project for the extension and refurbishment of the Konrad Adenauer Building in Luxembourg’, lot 73 (power station), reference INLO-D-UPIL-T-14-AO4, to the Association Momentanée ENERGIE-KAD (composed of the companies MERSCH and SCHMITZ PRODUCTION SARL and ENERGOLUX S. A) and, correlatively, not to have chosen the applicants’ tender, it follows that, firstly, the Association Momentanée ENERGIE-KAD could not be selected and that, secondly, the applicants, having submitted the lowest tender, should have been awarded the contract, the award of the contract being based solely on the criterion of price. The damage suffered is provisionally assessed at 10 % of the amount of their tender.

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### Action brought on 29 April 2020 — *Moviescreens Rental v EUIPO* — the airscreen company (AIRSCREEN)

(Case T-250/20)

(2020/C 262/38)

*Language in which the application was lodged: German*

### Parties

*Applicant:* Moviescreens Rental GmbH (Damme, Germany) (represented by: D. Schulz and P. Stelzig, lawyers)

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

*Other party to the proceedings before the Board of Appeal:* the airscreen company GmbH & Co. KG (Münster, Germany)

### Details of the proceedings before EUIPO

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

*Trade mark at issue:* European Union figurative mark AIRSCREEN — EU trade mark No 3 244 662

*Procedure before EUIPO:* Cancellation proceedings

*Contested decision:* Decision of the Fourth Board of Appeal of EUIPO of 12 February 2020 in Case R 2527/2018-4

### Form of order sought

The applicant claims that the Court should:

— amend the contested decision, in so far as in it, the Board of Appeal upheld the decision of the Cancellation Division, which had rejected the application for invalidity of the contested trade mark in relation to the goods at issue in the present case in

Class 9 Inflatable motion picture screens; giant screens; silver screens

Class 17 Polyvinyl chloride (PVC) frames fillable with air; flexible PVC surfaces

Class 19 Transportable structures, not of metal; giant screen frames, not of metal;

— order EUIPO to pay the costs.

**Pleas in law**

- Infringement of Article 59(1)(a) and Article 59(3), in conjunction with Article 7(1)(c), of Regulation (EU) 2017/1001 of the European Parliament and of the Council;
- Infringement of Article 59(1)(a) and Article 59(3), in conjunction with Article 7(1)(b), of Regulation (EU) 2017/1001 of the European Parliament and of the Council.

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**Action brought on 22 May 2020 — KD v EUIPO****(Case T-298/20)**

(2020/C 262/39)

*Language of the case: English***Parties***Applicant:* KD (represented by: S. Pappas, and N. Kyriazopoulou, lawyers)*Defendant:* European Union Intellectual Property Office**Form of order sought**

The applicant claims that the Court should:

- annul the appraisal report regarding the period from 1 January 2019 to 31 December 2019, adopted by the European Union Intellectual Property Office and notified to the applicant on 11 March 2020;
- order the defendant to pay compensation to the applicant in the amount of EUR 3 000 for the non-material harm suffered by the applicant, as a result of the appraisal report;
- order the defendant to bear its costs as well as the applicant's costs for the current proceedings.

**Pleas in law and main arguments**

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

1. First plea in law, alleging breach of the duty to state reasons, because the appraisal report contains comments less favourable than those of the previous reports, without any justification, constituting thus a manifest error of fact, with the further consequence for the applicant of being deprived of the exercise of her rights of defence.
2. Second plea in law, alleging breach of the duty of care, by failing to consider the successful implementation of the various projects by the applicant, as well as her motivation and willingness to work, despite her family and health problems.
3. Third plea in law, alleging manifest error of assessment, regarding the inconsistency between the comments and the rating and the failure to take into account all the applicable criteria.

With regard to the claim for non-material damage, the applicant justifies this on the grounds of the creation of feelings of distress, anxiety and injustice as a result of the unlawfulness of the contested report.

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**Action brought on 20 May 2020 — KF v EIB****(Case T-299/20)**

(2020/C 262/40)

*Language of the case: English***Parties***Applicant:* KF (represented by: L. Levi and A. Blot, lawyers)*Defendant:* European Investment Bank