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- 2. Does an interpreter act in contravention of the prohibition on providing, directly or indirectly, legal advisory services if, for the purposes of that authentication of the contract of sale, he or she accepts an assignment from that notary to translate the content of the authentication proceedings for the representative of the legal person established in Russia, who lacks sufficient proficiency in the German language?
- 3. Does the notary infringe the prohibition on providing, directly or indirectly, legal advisory services if he or she accepts and carries out instructions to perform notarial activities provided for by law for the purposes of execution of the contract of sale (for example, settlement of the purchase price payment via an escrow account held by the notary, requesting documents required for the cancellation of mortgages and other encumbrances burdening the object of sale, submission of the documents necessary to effect registration of the transfer of title to the body maintaining the *Grundbuch* ('the Land Register'))?

(2) Interpretation of Article 5n(2) of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (Russia-Sanctions-Regulation) (OJ 2014 L 229, p. 1), in the version applicable since 7 October 2022.

Request for a preliminary ruling from the Cour d'appel d'Aix-En-Provence (France) lodged on 1 March 2023 — Association Unedic délégation AGS de Marseille v V, W, X, Y, Z, liquidator of company K

(Case C-125/23, Unedic)

(2023/C 189/23)

Language of the case: French

Referring court

Cour d'appel d'Aix-En-Provence

## Parties to the main proceedings

Appellant: Association Unedic délégation AGS de Marseille

Respondents: V, W, X, Y, Z, liquidator of company K

## Questions referred

- 1. Can Directive 2008/94/EC (<sup>1</sup>) be interpreted as allowing the guarantee institution to be precluded from taking over the guarantee of severance pay on termination of employment relationships where an employee declares the termination of his or her contract of employment after insolvency proceedings have been initiated?
- 2. Is such an interpretation consistent with the wording and the purpose of that directive, and does it enable the results specified therein to be achieved?
- 3. Does such an interpretation, based on the person who terminated the contract of employment during the period of insolvency, entail a difference in treatment between employees?
- 4. If such a difference in treatment exists, is it objectively justified?

<sup>(1)</sup> The present case is referred to by a fictitious name, which does not correspond to the real name of any party to the proceedings.

<sup>(&</sup>lt;sup>1</sup>) Directive 2008/94/EC of the European Parliament and of the Council of 22 October 2008 on the protection of employees in the event of the insolvency of their employer (OJ 2008 L 283, p. 36).