

Form of order sought

The applicant claims that the Tribunal should:

- annul the AECE's decision of 25 September 2014 refusing to grant the applicant the expatriation allowance;
- order the European Commission to pay the costs.

Action brought on 23 April 2015 — ZZ v OHIM

(Case F-63/15)

(2015/C 221/38)

Language of the case: German

Parties

Applicant: ZZ (represented by: Heinrich Tettenborn, lawyer)

Defendant: Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)

Subject-matter and description of the proceedings

Action for annulment of the defendant's decision of 4 June 2014 to terminate the applicant's contract of employment pursuant to a clause in that contract of employment.

Form of order sought

The applicant claims that the Tribunal should:

- set aside the determination of OHIM, which was communicated by letter from OHIM dated 4 June 2014, to terminate the applicant's contract as a temporary member of staff at OHIM with a notice period of six months, which began on 4 June 2014;
- order OHIM to pay to the applicant damages of an appropriate amount at the discretion of the Tribunal for the non-material damage arising from the decision of OHIM referred to in paragraph 1 above;
- order OHIM to reinstate the applicant with full restoration of her career advancements which she would have achieved upon continuous further employment and order OHIM to compensate the applicant fully for the material damage suffered by her, in particular by paying all outstanding salary and all other material damage incurred by the applicant as a result of OHIM's unlawful conduct (after deduction of unemployment benefit received);
- in the alternative, in the event that, in the present situation, for legal or practical reasons the applicant is not reinstated or re-employed under the same conditions as hitherto, order OHIM to pay the applicant compensation for the material damage caused to the applicant by the unlawful termination of her employment, corresponding to the difference between her actual lifetime earnings and the lifetime earnings the applicant would have achieved if the contract had remained in force, taking into account pension benefits and other entitlements;
- order OHIM to pay the costs.