

**Court of Justice of the European Union**

**Cour de Justice de l' Union Européenne**

**L – 2925 Luxembourg**

**Re: Case C -421/20 ACACIA S.R.L v. Bayerische Motoren Werke Aktiengesellschaft**

December 23, 2020

### **Amicus Submission – International Trademark Association**

The International Trademark Association (**INTA**) has prepared this Submission in relation to Case C - 421/20 *ACACIA S.R.L v. Bayerische Motoren Werke Aktiengesellschaft*, pending before the Court of Justice of the European Union (**CJEU**), request for preliminary ruling under article 267 of the Treaty on the Functioning of the European Union (**TFEU**) referred by the Higher Regional Court Düsseldorf, Germany.

The case concerns a unitary European Union (**EU**) (former “European Community”) intellectual property right, and in particular a Registered Community Design (**RCD**). The relevant question that the CJEU is asked to decide on is which law applies, from a private international law perspective, to the supplementary (namely other than cease and desist) claims and remedies of an infringement of an RCD action, brought before a national court against a single defendant for an act committed in its own territory and whether this could be *lex fori* or any other law. In the latter case, clarifications as regards the applicability of prior CJEU case law are requested.

#### **A. INTA’s interest in the case**

1. INTA is not a party in the case and acknowledges that the CJEU does not have a procedure for accepting an *amicus curiae* intervention *stricto sensu*. INTA however believes that the case is significant to the development of design and trademark law and presents itself as a “friend of the court” in this matter and as done in the past (*cf. Annex A* listing previous amicus interventions by INTA before European courts).

2. This submission was prepared by the INTA’s International Amicus Committee – Europe Amicus Subcommittee, under the direct supervision of INTA’s Executive Committee of the Board of Directors, following a strictly independent procedure. In particular and in order to maintain INTA’s independence, the preparation of the enclosed submission took place confidentially. INTA did not disclose its deliberations to either of the parties and did not consult with the parties on the issues in the cases.

3. INTA hopes that its comments may be of assistance to the Court.

## B. About INTA

1. INTA is a global association of brand owners and professionals dedicated to supporting trademarks and related intellectual property (IP) to foster consumer trust, economic growth, and innovation. Members include nearly 6,500 organizations, representing more than 34,350 individuals (trademark owners, professionals, and academics) from 185 countries, who benefit from the Association's global trademark resources, policy development, education and training, and international network. Founded in 1878, INTA is headquartered in New York City, with offices in Brussels, Santiago, Shanghai, Singapore, and Washington, D.C., and a representative in New Delhi. For more information, visit [www.inta.org](http://www.inta.org).

2. An important objective of INTA is to protect the interests of the public by the proper use of trademarks. In this regard, INTA strives to advance the development of trademark, related IP and unfair competition laws and treaties throughout the world, based on the global public interest in avoiding deception and confusion. INTA has been an official non-governmental observer to the World Intellectual Property Organization ("WIPO") since 1979 and actively participates in all trade mark related WIPO proposals. INTA has influenced WIPO trade mark initiatives such as the Trademark Law Treaty and is active in other international arenas, including the Asia Pacific Economic Cooperation Forum ("APEC"), the Association of Southeast Asia Nations ("ASEAN"), the European Union (EU) and the World Trade Organization ("WTO").

3. INTA provides expertise concerning trademark and other IP-related laws to courts and intellectual property offices around the world through the submission of amicus curiae ("friend of the court") briefs or similar filings, playing a neutral role and addressing only the legal issues. Since 1916, INTA has intervened as *amicus curiae* ("friend of the court") in the US and in other jurisdictions, including before the CJEU and the General Court of the EU. A list of some of these submission is attached as **Annex A** to this Submission.

4. The present brief was drafted by INTA independently of the parties in the case at issue.

5. Questions referred to the CJEU:

*1. In proceedings for an infringement of Community designs, can the national court dealing with the infringement proceedings having international jurisdiction pursuant to Article 82(5) of the CDR apply the national law of the Member State in which the court dealing with the infringement proceedings is situated (lex fori) to subsequent claims in relation to the territory of its Member State?*

*2. If Question 1 is answered in the negative: Can the 'initial place of infringement' for the purposes of the CJEU judgments in Cases C-24/16, C-25/16 (Nintendo v BigBen) regarding the determination of the law applicable to subsequent claims under Article 8(2) of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations ('Rome II') ('the Rome II Regulation') also lie in the Member State where the consumers to whom internet advertising is addressed are located and where goods infringing designs are put on the market within the meaning of Article 19 of the CDR, in so far as only the offering and the putting on the market in that Member State are challenged, even if the internet offers on which the offering and the putting on the market are based were launched in another Member State?*

### C. Reasons why INTA is submitting this brief

1. There is CJEU case law, determining which law applies in relation to infringement actions of RCDs and other European Union intellectual property rights, as regards their substance. However, there is no CJEU case law clarifying which should be the applicable law on the supplementary claims and remedies of such actions concerning RCDs, requested before a national court, in circumstances such as those of the case at issue involving one single defendant in one single Member State for infringing acts committed within that Member State.
2. INTA believes that a standard of the applicable law on claims of infringement actions of RCDs at an EU-wide level is the best to protect RCD owners and consumers. Furthermore, the conclusions for RCDs should apply *vice versa* on trademarks.

### D. Background

#### The respective legal framework

The case concerns RCDs, which are governed by Council Regulation (EC) No 6/2002 of 12 December 2001 on Community Designs (**CDR**).

**Under Article 19 par. 1 CDR:** *Rights conferred by the Community design*, it is provided that (emphasis added): *A registered Community design shall confer on its holder the **exclusive right to use** it and to prevent any third party not having his consent from using it. The aforementioned use shall cover, in particular, **the making, offering, putting on the market, importing, exporting or using of a product in which the design is incorporated or to which it is applied, or stocking such a product for those purposes.***

**Under Article 82(5) CDR, International jurisdiction**, it is provided that (emphasis added): *Proceedings in respect of the actions and claims referred to in Article 81(a) and (d) may also be brought in the courts of the Member State in which **the act of infringement** has been committed or threatened.*

**Article 88 CDR on Applicable law** provides that (emphasis added):

1. *The Community design courts shall apply the provisions of this Regulation.*
2. ***On all matters not covered by this Regulation, a Community design court shall apply its national law, including its private international law [...].***

**Article 89 CDR on Sanctions in actions for infringement** provides that (emphasis added):

1. *Where in an action for infringement or for threatened infringement a Community design court finds that the defendant has infringed or threatened to infringe a Community design, it shall, unless there are special reasons for not doing so, **order the following measures:** (a) an order prohibiting the defendant from proceeding with the acts which have infringed or would infringe the Community design; (b) an order to seize the infringing products; (c) an order to seize materials and implements predominantly used in order to manufacture the infringing goods, if their owner knew the effect for which such use was intended or if such effect would have been obvious in the circumstances; (d) any order imposing **other sanctions** appropriate under the circumstances which are provided by the law of the Member State in which the acts of infringement or threatened infringement are committed, including its private international law.*
2. *The Community design court shall take such measures in accordance with its national law as are aimed at ensuring that the orders referred to in paragraph 1 are complied with.*

ii. **Regulation (EC) No 864/2007** of the European Parliament and of The Council of 11 July 2007 on the law applicable to non-contractual obligations (**ROME II**) regulates private

international law issues and in particular the applicable law on EU cross - border non contractual (tort) obligations and provides that:

Article 8, *Infringement of intellectual property rights* (emphasis added):

1. *The law applicable to a non-contractual obligation arising from an infringement of an intellectual property right shall be the law of the country for which protection is claimed.*

2. *In the case of a non-contractual obligation arising from an infringement of a **unitary Community intellectual property right**, the law applicable shall, **for any question that is not governed by the relevant Community instrument, be the law of the country in which the act of infringement was committed.***

#### Prior CJEU Case Law

The main CJEU cases relevant to the case at issue and discussed therein are:

1) *Nintendo Co. Ltd v. BigBen Interactive GmbH, BigBen Interactive SA*, (Joined Cases C-24/16 and C-25/16) (**Nintendo**); and

2) *AMS Neve Ltd, Barnett Waddingham Trustees, Mark Crabtree v. Heritage Audio SL, Pedro Rodríguez Arribas* (C-172/18) (**AMS Neve**); and

3) *H. Gautzsch Großhandel GmbH & Co. KG v. Münchener Boulevard Möbel Joseph Duna GmbH*, (Case C-479/12) (**Gautzsch**).

These shall be discussed in the below analysis where relevant.

#### National Proceedings

The Regional Court (at first instance), in accordance with the form of order sought, ordered the defendant to, within the Federal Republic of Germany, **cease and desist, to provide information, to return documents and to surrender items for the purpose of destruction**, and established the defendant's obligation to pay damages (emphasis added).

The Regional Court based its international jurisdiction on Article 82(5) of the CDR and assumed that the defendant had infringed the claimant's RCD. It applied **German law** to the claims asserted to the extent not covered by CDR (damages, information, rendering of accounts, return of documents and surrender of items for the purpose of destruction) in accordance with Article 8(2) of ROME II.

The defendant brought an appeal against that judgment before the now referring court. It continued to rely in particular on Article 110 of the CDR and supported that under Article 8(2) of ROME II **Italian law** is applicable to the subsequent claims put forward by the claimant.

The referring court assumes, *inter alia*, that the court hearing the action has international jurisdiction under Article 82(5) of the CDR (therefore it assumes that the act of infringement in the sense of this article was committed in Germany) and that the defendant infringed the RCD of the claimant. The referring court also assumes that according to German law, the asserted claims for damages, information, rendering of accounts, return of documents and surrender of items for the purpose of destruction are also well-founded.

The defendant submitted a legal opinion according to which the claimant has no right **under Italian law** to the **rendering of accounts and return of documents** (which are not covered by Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of intellectual property rights and have therefore not been harmonized (**Enforcement Directive**)).

Whereas German law provides for the provision of information, return of documents and surrender of items for the purpose of destruction (in its national legislation which *inter alia* implements the Enforcement Directive), Italian law does not provide for all these remedies. Namely it does not provide for **rendering of accounts and return of documents**.

## E. INTA's analysis

### Orders as a matter of national law

The case at issue concerns claims and orders regulated under national (and not EU) law. It concerns measures sought by the claimant which fall outside Article 89(1)(a) to (c) of the CDR. Should they therefore be deemed to fall either under Article 89(1)(d) CDR or under Article 88(2) CDR, national law would apply as each of those provisions refers to national law (see also par. 47 and 49 of *Nintendo* and Advocate General (AG) notes in points 45 to 52 of the March 1, 2017 Opinion issued in the same case).

It is INTA's view that under Article 89(1)(d) CDR the applicable law shall be that of Germany, for the reasons mentioned below. Further, it is INTA's view that under Article 88(2) CDR the applicable law shall also be that of Germany, as the *lex fori*.

### Meaning of "act of infringement" in Article 89 par. 1 d) CDR

The CJEU has clarified the meaning of Article 89 par. 1 d) CDR and in particular the meaning of "**the law of the country in which the act of infringement was committed**". This phrase is identical to Article 8(2) of ROME II and also to equivalent provisions of other EU unitary rights legislation, and it should therefore be interpreted in a uniform way.

According to the CJEU, the country where the "act of infringement" was committed must be understood as the place where actions falling within the scope of the exclusive right take place. For example, the country where goods infringing a design are sold, offered for sale, or advertised, as all these are acts that fall within the exclusive right of the right holder to use, under Article 19 (1) first indent of CDR.

The CJEU in *Nintendo* confirms in par. 49 of the decision that "[...], *it should be noted that by bringing an action for infringement, the holder seeks to protect his **exclusive right** to use the Community design and to prohibit **any unauthorised use** of it by a third party, enshrined in Article 19 of Regulation No 6/2002*" (emphasis added).

This is confirmed also in par. 54 of *AMS Neve* (on EU trademarks) which states: "*Accordingly, the expression 'the act of infringement' must be understood as **relating to acts, specified in Article 9, [...]***".

In the case at hand, Germany is the country where the act of infringement was committed. Therefore, under Article 89 par. (1)(d) CDR, German law would apply to the sanctions not provided for in the CDR.

### Sanctions

The EU trademark regulatory framework, as opposed to the earlier text of CDR, contain provisions governing exactly the law that applies on claims. Article 130 of the **EU Trademark Regulation** (Regulation (EU) 2017/1001 of the European Parliament and of the Council of 14 June 2017 on the European Union trade mark) provides for sanctions as follows:

1. *Where an EU trade mark court finds that the defendant has infringed or threatened to infringe an EU trade mark, it shall, unless there are special reasons for not doing so, issue an order prohibiting the defendant from proceeding with the acts which infringed or would infringe the EU trade mark. It shall also take such measures in accordance **with its national law** as are aimed at ensuring that this prohibition is complied with.*
2. *The EU trade mark court may also apply measures or orders available under the applicable law which **it deems** appropriate in the circumstances of the case".*

The former EU Trademark Regulation (Council Regulation (EC) No 207/2009 of 26 February 2009 on the Community trade mark), to which AMS Neve referred,) established, in Article 102::

*Sanctions 1. Where a Community trade mark court finds that the defendant has infringed or threatened to infringe a Community trade mark, it shall, unless there are special reasons for not doing so, issue an order prohibiting the defendant from proceeding with the acts which infringed or would infringe the Community trade mark. It shall also take such measures in accordance with its **national law** as are aimed at ensuring that this prohibition is complied with.*

*2. In all other respects the Community trade mark court shall apply **the law of the Member State** in which **the acts of infringement** or threatened infringement were committed, including the private international law”.*

From the above it follows, that under other unitary rights EU legal texts, the substance of the case and the sanctions / orders from a conflict of laws point of view are different and distinguished. Therefore, having different national laws possibly applying on sanctions does not affect the uniformity that is achieved a) on the substance of the case and b) of certain general sanctions provided in the regulations.

#### Nintendo

In *Nintendo* the national (German) court ordered the defendant to disclose information, accounts and documents, as well as to destroy/recall infringing stock, publish the judgment and pay damages and costs. The German court held that it had international jurisdiction and ordered a pan-European Union injunction.

The CJEU stated that (emphasis added): “Article 8(2) of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (‘Rome II’) must be interpreted as meaning that the ‘**country in which the act of infringement was committed**’ within the meaning of that provision refers to the country where the event giving rise to the damage occurred. Where the same defendant is accused of various acts of infringement in various Member States, the correct approach for identifying the event giving rise to the damage is not to refer to each alleged act of infringement, but to make an overall assessment of that defendant’s conduct in order to determine the place where the initial act of infringement at the origin of that conduct was committed or threatened by it”.

From the literal interpretation and the wording of the above provision it follows that the place where the **initial act of infringement**, at the origin of the conduct, was committed or threatened **only** comes into play, “where the same defendant is accused of various acts of infringement in various Member States”.

In all other instances, namely where there is one defendant that is accused in only one Member State in relation to acts committed in its territory, as it is the case at issue, what is taken into account is the country where the act of infringement was committed.

In view of the above, in the case at issue, given that the goods were sold in Germany, the place where the act of infringement took place, i.e., where there was illegal use of the RCD, is Germany. Under Article 89(1)(d) CDR, German law should apply to the claims not covered by CDR. Furthermore, also under Article 88(2) of CDR, the applicable law shall be that of Germany, as *lex fori*.

### AMS Neve

In *AMS Neve*, it was not necessary to clarify any further aspect of the above issue which was clearly outlined in *Nintendo* as per the above extract.

In *AMS Neve*, the CJEU ruled along the same rationale, confirming that regardless of where the decisions and steps to initiate the infringement were taken, an infringement action can be brought before the Member State where the infringing act takes place (par. 65, emphasis added): “[...] *the proprietor of an EU trade mark [...], may bring an infringement action against that third party before an EU trade mark court of the Member State **within which the consumers or traders to whom that advertising and those offers for sale are directed are located, notwithstanding that that third party took decisions and steps in another Member State to bring about that electronic display***”.

In *AMS Neve*, paras. 53, 54, the Court links the notion of “act of infringement” with the acts that the law specifies as exclusively undertaken by the rights holder (e.g. the right to use, consisting of the right to sell, advertise etc).

Moreover, *AMS Neve* reiterates the established EU case law in relation to the Member State “*in which the act of infringement has been committed*” as being the country where the infringing act was committed, as opposed to par. 108 of *Nintendo* which departs from such established case law and states that it is the place “*where the process of putting the offer for sale online ... was activated*”.

In any case, in *Nintendo* the Court was deciding on a case where multiple infringing acts occurred in multiple Member States and where a pan-European injunction was sought, which does not apply in the case under analysis.

### ROME II

The referring court in *Nintendo* asked a question concerning the interpretation of Article 8(2) ROME II. The CJEU in *Nintendo* stated that “*the question is based **on the premise that Article 8(2) of [ROME II] is applicable in a situation such as that at issue in the main proceedings***” (par. 90, emphasis added, see also par. 39 of AG Opinion in *Nintendo*). The situation in these main proceedings concerned various acts of infringement in various EU Member States.

Articles 8(2) ROME II and 89 (1)(d) CDR both have an identical wording, referring to the place in which “*the act of infringement was committed or threatened*”. Article 8(2) ROME II does not refer specifically to sanctions. Article 89 (1)(d) CDR refers to sanctions.

The Court in *Nintendo* stated in par. 98, that given that Article 8(2) ROME II is a derogation from Article 4 of ROME II which provides for *lex loci damni* (“*law of the country in which the damage occurs, irrespective of the country in which the event giving rise to the damage occurred*”), the “*criterion*” of the law of the place where the act of infringement was committed (8(2) ROME II) must be considered as distinct from the “*criterion*” of the place where damage occurred (4 ROME II). For this reason and as per *Nintendo* the ‘*country in which the act of infringement was committed*’ within the meaning of Article 8(2) of that regulation must be interpreted as meaning that it refers to the country where the event giving rise to the damage occurred, **namely the country on whose territory the act of infringement was committed**” (par. 98, emphasis added). From the above it follows that the event giving rise to the damage is the same as the act of infringement. The act of infringement was already found by the referring court in the present case to have been committed in Germany and for this reason it affirmed its jurisdiction under Article 82(5) CDR.

This reasoning is crystallized in the following paragraphs where the Court links the act of infringement to the exclusive right of the owner to use the right (par. 100). Subsequently, the Court stated: “*In the light of those objectives, where the same defendant is accused of various*

acts of infringement **falling under the concept of ‘use’** within the meaning of Article 19(1) of Regulation No 6/2002 in various Member States, the correct approach for identifying the event giving rise to the damage is not to refer to each alleged act of infringement, but to make an overall assessment of that defendant’s conduct in order to determine the place where **the initial** act of infringement at the origin of that conduct was committed or threatened” (par. 103, emphasis added) and linked the criterion of the “initial” act of infringement to the existence of various acts of infringements in various member states of which the same defendant is accused.

From the above it follows that, per *Nintendo*, the event giving rise to the damage occurred is **different** to the “initial” event giving rise to the damage occurred or initial act of infringement. Such “initial” act of infringement / “initial” event giving rise to damage **only** comes into play where “the same defendant is accused of various acts of infringement in various Member States” (*Nintendo*, par. 111).

Lastly, as regards claims for accounting information, the AG specifically confirmed in *Nintendo* that these fall within 88(2) CDR and call for application of *lex fori* (par. 47), in accordance with *Gautzsch* (par. 53).

#### The national court’s concern regarding different applicable laws

The referring court raises the concern of diversification of applicable laws on the same issue. However, such diversification does not result as a necessary outcome from the distinction between a case’s substance and the sanctions; but it does potentially result from the application of the “initial act” principle, as expressed in *Nintendo*, to one single infringement action in one single Member State and brought against the same defendant before the court of that Member State.

The concern of the referring court that “a different substantive law would apply to a legal action with an EU-wide scope than to an action limited to one Member State only” does not appear justified, since, as it results from the CJEU case law in *Nintendo* (par. 49), the law applicable to the substance of the case is one and uniform and such law is “irrelevant” to the law applicable to the “orders”. Indeed the CJEU in *Nintendo* confirmed that (par. 49, emphasis added) “[...] Since that right has the same effect throughout the European Union, **the fact that some of the orders** that may be adopted by the court having jurisdiction **with a view to ensuring that that right is respected** depend on provisions of **national law is irrelevant** to the existence of the same situation of law for the purposes of applying Article 6(1) of Regulation No 44/2001”.

Provisions governing jurisdiction and applicable law, can be found not only in the EU legislation concerning unitary IP rights (EUTMR, CDR) but also in the respective general EU legal instruments (Regulation 1215/2012, formerly 44/2001 BRUSSELS I on jurisdiction and enforcement in civil and commercial matters and ROME II on applicable law). The wording, where coinciding, must be interpreted in a uniform way, although it does not necessarily and automatically follow that any and all findings in respect of the one set of rules (jurisdiction) or instruments shall as such apply on the other (applicable law) and *vice versa*.

#### The CDR Preamble

Under Recital 22 of the CDR *The enforcement of these rights is to be left to national laws. It is necessary therefore to provide for some basic uniform sanctions in all Member States. These should make it possible, irrespective of the jurisdiction under which enforcement is sought, to stop the infringing acts.* From the above it follows that the EU legislator took into account the fact that different sanctions may apply in different Member States, accepted that fact, and defined to what extent such sanctions are harmonized. Under Recital 29 it is stated that *It is essential that the rights conferred by a Community design can be enforced in an efficient manner throughout the territory of the Community.* Such efficiency is safeguarded by



virtue of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, which provides exactly for the enforcement of rulings issued in on Member State within the territory of another. Therefore, the concerns raised by the referring court are all already addressed by the EU legislator.

#### Outcome is in accordance with the aims

The outcome, as per the above proposed interpretation, is in accordance with the wording, the context and the aims of the above EU legislative instruments. The outcome is as follows: in this case, the dispute was brought before the courts of the country where the infringing act was committed (Germany) under Article 82(5) CDR. The national court accepted this jurisdiction and confirmed it is competent to try the case on that basis. The court seized on the basis of 82(5) CDR, i.e. the court where the act of infringement was committed is also the *forum* court. Consequently, *lex fori* is the same as the law of the country where the infringing act was committed. The court shall apply CDR on the substance of the case and on those sanctions that are harmonized. It shall apply national law on all other sanctions/claims. Such national law shall necessarily be German law, namely either as the law of the country where the infringing act was committed (Germany) or the *forum* law (Germany). In a case as the one at issue where there is only one action, one defendant and one act of infringement, that which was committed in the *forum*, and the jurisdiction is restricted to the act committed within the *forum*, the above outcome provides for certainty, predictability and uniformity, protecting the RCD owner effectively without undermining any rights of the defendant. There is no need to employ any interpretative instrument, such as the “initial” act test of *Nintendo*, as the outcome provided by a direct application of the relevant provisions, fulfills all the aims pursued by those instruments.

#### Conclusion

INTA’s view is that the applicable law on the supplementary remedies/sanctions requested in an RCD case should be either *lex fori* or the place where the act of infringement took place, namely where there was illegal use of the RCD, unless there are disputed actions of multiple infringements in many EU countries. In that case, the CJEU ruling on *Nintendo* indicates that, in the name of uniformity, the law of the country where the initial act of infringement was committed applies to the case’s supplementary remedies.

INTA’s views on the questions referred by the Higher Regional Court Düsseldorf, are as follows:

Question 1: we recommend that the question be answered in the affirmative.

Question 2: this question is asked only in case of a negative answer to Question 1. However, in accordance with the analysis above, we recommend that the question be answered as follows: the “initial place of infringement” may be regarded as the one where the goods are offered and put on the market.

## ANNEX A

### INTA has filed the following *amicus*-type submissions in cases before European courts:

- Letter of submission to Novartis AG on September 28, 2020, in Joint Cases C-254/20 *Novartis AG v. Impexco NV* and C-254/20 *Novartis AG v. PI Pharma NV* ([C-253/20 and C-254/20](#))
- Letter of submission to Novartis AG on August 27, 2020, in Joint cases C-147/20, *Novartis Pharma GmbH v. Abacus Medicine A/S* and C-224/20, *Merck Sharp & Dohme B.V. et al. v. Abacus Medicine A/S et al.* ([C-147/20 and C-224/20](#))
- Statement of Intervention on January 6, 2016, in the case *DHL Express (France) v EUIPO* ([T-142/15](#)).
- Statement of Intervention on April 25, 2014 in the case *Voss of Norway v OHIM* ([C-445/13 P](#)).
- Written Observations on March 16, 2010 in the case *Nokia Corporation v. Her Majesty's Commissioners of Revenue and Customs* (HMRC) ([C-495/09](#)).
- Letter of submission to Specsavers International Healthcare Limited on August 23, 2012 in the trademark case *Specsavers International Healthcare Limited & others vs Asda Stores Limited* ([C-252/12](#)).
- Letter of submission to Intel Corporation on September 5, 2007, in the trademark case *Intel Corporation v. CPM United Kingdom Ltd.* ([C-252/07](#)).
- Letter of submission to Adidas and adidas Benelux on June 12, 2007 in the trademark case *Adidas and adidas Benelux* ([C-102/07](#)).
- Letter of submission to SARL Céline on April 25, 2006 in the trademark case *SARL Céline v. SA Céline* ([C-17/06](#)).
- Submission as intervener to the English Court of Appeals on October 16, 2006 in the case *Special Effects v L'Oreal SA* (HC 05C012224, Court of Appeal 2006 0744).
- Letter of submission to Bovemij Verzekeringen N.V. on June 17, 2005 in the case *Bovemij Verzekeringen N. V. v. Benelux Merkenbureau* (ECJ - C-108/05).
- Letter of submission to Schering-Plough Ltd. on December 5, 2003 in the trademark case *Schering-Plough Ltd v. European Commission and EMEA* (CFI T-133/03).
- Letter of submission to Merck Inc. on April 4, 2003 in the trademark case *Paranova A/S v. Merck & Co., Inc, Merck, Sharp & Dohme B. V. and MSD (Norge) A/S* (EFTA Court E-3/02).
- Letter of submission to Praktiker Bau - und Heimwerkermarkte AG on March 20, 2003 in the trademark case *Praktiker Bau - und Heimwerkermarkte AG* (ECJ C- 418/02).
- Letter of submission to Shield Mark on November 1, 2001 in the trademark case *Shield Mark v. J. Kist* (ECJ C-283/01).
- Letter of submission to Libertel Groep B.V. on July 6, 2001 in the trademark case *Libertel Groep B.V. v. Benelux Merkenbureau* (ECJ - C- 104/01)
- Letter of submission to Glaxo Wellcome Limited on October 10, 2000 in the trademark case *Glaxo Wellcome Limited v. Dowelhurst Limited and Swingward Limited* (ECJ - C-143/00)