

# **Bond Case Briefs**

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## **CONTRACTS - TEXAS**

### **Gil Ramirez Group, L.L.C. v. Houston Independent School Dist.**

**United States Court of Appeals, Fifth Circuit - May 18, 2015 - F.3d - 2015 WL 2383797**

Contractor brought action against school district, district trustee, consulting companies, and competitors, asserting claims for violation of Racketeer Influenced and Corrupt Organizations Act (RICO) and tortious interference with business relations based on alleged bribery to procure construction contracts. Defendants moved for summary judgment and to dismiss. The United States District Court granted motions in part and denied in part. Contractor appealed.

The Court of Appeals held that:

- Non-renewal of contract provided no basis for RICO claims;
- Genuine issue of material fact existed as to whether sudden decline in contractor's assignments for district construction projects was RICO injury;
- School district was not proper RICO defendant;
- Trustee was not "employee" of school district, and thus trustee was not immune from liability under Texas Tort Claims Act (TTCA);
- Trustee was not employee of school district acting within the scope of his duties with respect to alleged bribery scheme, and thus trustee was not entitled to immunity under Texas Education Code; and
- District and trustee did not discriminate against contractor in violation of Equal Protection Clause by awarding contracts to competitors that engaged in bribery.