

# **Bond Case Briefs**

*Municipal Finance Law Since 1971*

---

## **MUNICIPAL CONTRACTS - MARYLAND**

### **Town of Riverdale Park v. Ashkar**

**Court of Appeals of Maryland - July 15, 2021 - A.3d - 2021 WL 2965001**

Palestinian-American principal of towing company brought action against municipality and its personnel, claiming malicious prosecution and intentional discrimination on basis of national origin after he was denied municipal towing contract.

The Circuit Court granted judgment for municipality. Principal appealed. The Court of Special Appeals affirmed in part and reversed in part. Municipality's petition for writ of certiorari was granted.

The Court of Appeals held that:

- Argument that had not been advanced in motion for judgment could not be considered on review judgment notwithstanding verdict;
- All that Palestinian-American had to show, as member of protected class, to establish prima facie case of discrimination was that he was qualified, but despite those qualifications, his application for tow contract was rejected, and given to somebody else;
- Membership on tow list provided legally sufficient and nondiscriminatory reason for why other towing company may have been preferred over towing company owned by Palestinian-American that had lapsed membership;
- Palestinian-American presented sufficient evidence that discrimination against his national origin motivated employment decision by municipality;
- National origin discrimination from police department officers reasonably could be imputed to municipality;
- Evidence was sufficient for jury to find that municipality's use of law enforcement list of member towing companies as nondiscriminatory reason for decision to not select Palestinian-American's towing company for towing contract was not worthy of credence; and
- Circuit court's failure to decide whether to grant motion for new trial if judgment was later reversed on appeal required remand.

Palestinian-American presented sufficient evidence that discrimination against his national origin motivated employment decision by municipality to choose other towing company over his towing company for towing contract, where, among other things, claimant was called "camel jockey" by lieutenant colonel on two separate occasions, at least two more indications of discriminatory animus by police department were directed against claimant based on his national origin, police department, and specifically lieutenant colonel, was most important voice in denying claimant's bid for employment, contract was given to other towing company on basis that it was on law enforcement towing list but list was never mentioned as necessary qualification prior to granting contract, and municipality passed resolution preferring local vendors, claimant's company was local vendor, and other towing company was not.

