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APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."  
Although it is posted on the internet, this opinion is binding only on the  
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NO. A-0779-16T3

CITY OF JERSEY CITY,

Plaintiff-Respondent,

v.

SHAWKI KHALIL,

Defendant-Appellant.

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Argued January 30, 2018 — Decided February 13, 2018

Before Judges Fisher, Fasciale and Sumners.

On appeal from Superior Court of New Jersey,  
Law Division, Hudson County, Docket No. L-  
1842-14.

Michael F. O'Connor argued the cause for  
appellant (Escandon, Fernicola, Anderson &  
Covelli, attorneys; Michael F. O'Connor, on  
the brief).

John J. Hallanan, III, Assistant Corporation  
Counsel, argued the cause for respondent  
(Jeremy A. Farrell, Corporation Counsel,  
attorney; John J. Hallanan, III, on the  
brief).

PER CURIAM

In this breach of contract case, defendant appeals from a September 9, 2016 order awarding the City of Jersey City (plaintiff) \$98,500. Judge Mary K. Costello analyzed the undisputed facts, entered the order, and rendered an extensive written decision. We affirm substantially for the thoughtful reasons given by Judge Costello.

Plaintiff conducted an auction of a taxi license at which defendant was the successful bidder. Defendant signed a memorandum of sale, paid an \$8000 deposit for the license, but refused to pay the balance due of \$282,500. Plaintiff held a second auction, at which defendant's daughter successfully bid \$184,000 for the license. The judge awarded plaintiff the amount of money it would have received had defendant complied with his contractual obligation to pay the balance due.

On appeal, defendant argues the judge erred by entering the award because he was unaware that failing to pay the balance due exposed him to more than the forfeiture of his \$8000 deposit. Defendant contends that plaintiff failed to adhere to auction requirements imposed by a local ordinance. And he asserts that plaintiff's claim is barred by the entire controversy doctrine (ECD).

We conclude that defendant's arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-

3(e)(1)(E). In addition to affirming primarily based on Judge Costello's comprehensive written decision, we add the following brief remarks.

We are unaware of any legal obligation that would require plaintiff to inform prospective taxi-license bidders that damages for failing to pay the balance due may exceed forfeiture of the deposit. Defendant argues the sale of a taxi license is like the sale of an alcohol license, and points to N.J.S.A. 33:1-19.3, which pertains to the sale of an alcohol license, as well as related regulations promulgated by the Office of Attorney General, Division of Alcoholic Beverage Control, purportedly requiring notice of refunds and forfeitures. But N.J.S.A. 48:16-2.3, which governs the issuance of taxi licenses, and Section 307-27(C) of plaintiff's Ordinance 13.101, which outlines the procedure for taxi-license auctions, impose no such notice requirement.

Defendant's assertions that plaintiff failed to comply with requirements of the local ordinance are misplaced. Here, the Business Administrator certified that he delegated approval of the auction procedures to plaintiff's law department. The Municipal Clerk read verbatim the rules and regulations governing the auction. And defendant's refusal to pay the balance of the bid obviated plaintiff's obligation to issue the license to him. Thus, we see no violation of Section 307-27(C).

As to his ECD contention, it would have been premature to require plaintiff to join this breach of contract claim to any other litigation until plaintiff established its damages by conducting the second auction.

Affirmed.

I hereby certify that the foregoing  
is a true copy of the original on  
file in my office.



CLERK OF THE APPELLATE DIVISION