

518(b)(4), and 20-519(c)(1). DCWP's penalty of denying Runway's application for renewal of its tow truck license does not shock the conscience, as it was not disproportionate to Runway's numerous overcharges over a two-year period (*see Matter of Ward v City of New York*, 23 NY3d 1046 [2014]; *see also Matter of Pell v Board of Educ. of Union Free School Dist. No. 1 of Towns of Scarsdale & Mamaroneck, Westchester County*, 34 NY2d 222, 234 [1974]).

Runway's claim that 6 RCNY 6-36 limits DCWP to issuing only monetary fines for violations of the applicable statutes is incorrect (*see Matter of East Coast Customs Auto., Inc. v New York City Dept. of Consumer & Worker Protection*, 205 AD3d 536, 536-537 [1st Dept 2022]). 6 RCNY § 6-36 allows for revocation of a license following a third violation of the rate-setting statutes. Furthermore, Runway's due process arguments fail because "there is no property interest in the renewal of an expired license and no constitutional due process right to a hearing" (*see Testwell, Inc. v New York City Dept. of Bldgs.*, 80 AD3d 266, 274 [1st Dept 2010]).

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: December 22, 2022



Susanna Molina Rojas
Clerk of the Court