

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

SILVER SPRING, MARYLAND

ORDER NO. 13,136

IN THE MATTER OF:

Served January 31, 2012

FIRST CHOICE HEALTH SERVICES LLC, )  
WMATC No. 1210, Investigation of )  
Violation of Article XI, Sections 5 )  
and 14, of the Compact and )  
Commission Regulation Nos. 55, )  
58, 60, 61, & 62 )

Case No. MP-2011-075

JOSEPH K. NGWAFA, Trading as FIRST )  
CHOICE HEALTH SERVICES, WMATC )  
No. 1210, Investigation of )  
Violation of Article XI, )  
Section 14, of the Compact, and )  
Regulation No. 55 )

Case No. MP-2011-076

FIRST CHOICE HEALTH SERVICES INC., )  
Investigation of Violation of )  
Article XI, Sections 6 & 11, of the )  
Compact )

Case No. MP-2011-077

This matter is before the Commission on the response of respondents to Order No. 12,972, served September 9, 2011, which gave respondents 30 days to show cause why the Commission should not assess civil forfeitures against respondents and/or suspend or revoke Certificate No. 1210 for various violations of the Washington Metropolitan Area Transit Regulation Compact and regulations thereunder.

Based on respondents' response, we conclude that the evidence described below supports a finding that respondents have shown cause why the Commission should neither suspend nor revoke Certificate No. 1210. Assessment of civil forfeitures is a different matter, however, as explained below.

This matter also is before the Commission on the request of respondents for an oral hearing. Order No. 12,972 gave respondents 15 days to file such a request and directed that the request specify the grounds for filing, including a description of the evidence to be adduced and an explanation of why it cannot be adduced without an oral hearing. The request was timely filed, but it does not describe the evidence to be adduced and does not explain why whatever evidence might be proffered cannot be adduced without an oral hearing. The request therefore shall be denied.

## I. INTRODUCTION

The Washington Metropolitan Area Transit Regulation Compact,<sup>1</sup> (Compact), applies to: "the transportation for hire by any carrier of persons between any points in the Metropolitan District."<sup>2</sup> A person may not engage in transportation subject to the Compact unless there is in force a Certificate of Authority issued by the Washington Metropolitan Area Transit Commission (WMATC) authorizing the person to engage in that transportation.<sup>3</sup> "A person other than the person to whom an operating authority is issued by the Commission may not lease, rent, or otherwise use that operating authority."<sup>4</sup> "Each authorized carrier shall: (a) provide safe and adequate transportation service, equipment, and facilities; and (b) observe and enforce Commission regulations established under [the Compact]."<sup>5</sup>

The Commission may investigate on its own motion a fact, condition, practice, or matter to determine whether a person has violated or will violate a provision of the Compact or a rule, regulation, or order.<sup>6</sup> If the Commission finds that a respondent has violated a provision of the Compact or any requirement established under it, the Commission shall issue an order compelling compliance and effecting other just and reasonable relief.<sup>7</sup>

A person who knowingly and willfully violates a provision of the Compact, or a rule, regulation, requirement, or order issued under it, or a term or condition of a certificate shall be subject to a civil forfeiture of not more than \$1,000 for the first violation and not more than \$5,000 for any subsequent violation.<sup>8</sup> Each day of the violation constitutes a separate violation.<sup>9</sup>

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<sup>1</sup> Pub. L. No. 101-505, § 1, 104 Stat. 1300 (1990), *amended by* Pub. L. No. 111-160, 124 Stat. 1124 (2010) (amending tit. I, art. III).

<sup>2</sup> Compact, tit. II, art. XI, § 1. The Metropolitan District includes: the District of Columbia; the cities of Alexandria and Falls Church of the Commonwealth of Virginia; Arlington County and Fairfax County of the Commonwealth of Virginia, the political subdivisions located within those counties, and that portion of Loudoun County, Virginia, occupied by the Washington Dulles International Airport; Montgomery County and Prince George's County of the State of Maryland, and the political subdivisions located within those counties; and all other cities now or hereafter existing in Maryland or Virginia within the geographic area bounded by the outer boundaries of the combined area of those counties, cities, and airports. Compact, tit. I, art. II.

<sup>3</sup> Compact, tit. II, art. XI, § 6(a).

<sup>4</sup> Compact, tit. II, art. XI, § 11(b).

<sup>5</sup> Compact, tit. II, art. XI, § 5.

<sup>6</sup> Compact, tit. II, art. XIII, § 1(c).

<sup>7</sup> Compact, tit. II, art. XIII, § 1(d).

<sup>8</sup> Compact, tit. II, art. XIII, § 6(f).

<sup>9</sup> Compact, tit. II, art. XIII, § 6(f)(ii).

The Commission may suspend or revoke all or part of any certificate of authority for willful failure to comply with a provision of the Compact, an order, rule, or regulation of the Commission, or a term, condition, or limitation of the certificate.<sup>10</sup>

The term "knowingly" means with perception of the underlying facts, not that such facts establish a violation.<sup>11</sup> The term "willfully" does not mean with evil purpose or criminal intent; rather, it describes conduct marked by careless disregard whether or not one has the right so to act.<sup>12</sup> Employee negligence is no defense.<sup>13</sup> "To hold carriers not liable for penalties where the violations . . . are due to mere indifference, inadvertence, or negligence of employees would defeat the purpose of" the statute.<sup>14</sup>

## II. PURPOSE AND CONSOLIDATION

The investigation in Case No. MP-2011-075 was initiated to address violations of tariff, insurance, annual report, and vehicle lease provisions in Article XI, Section 14, of the Compact and Commission Regulation Nos. 55, 58, 60, & 62, and to investigate possible violations of safety and vehicle marking provisions in Article XI, Section 5, of the Compact and Commission Regulation No. 61, by First Choice Health Services LLC, (First Choice LLC), WMATC Carrier No. 1210.

The investigation in Case No. MP-2011-076 was initiated to address violations of the tariff provisions in Article XI, Section 14, of the Compact and Regulation No. 55 by Joseph K. Ngwafa, trading as First Choice Health Services.

The investigation in Case No. MP-2011-077 was initiated to investigate possible unlawful operations by First Choice Health Services Inc., (First Choice Inc.) in violation of Article XI, Sections 6 & 11, of the Compact.

Order No. 12,972 consolidated these investigations under Rule No. 20-02 because Mr. Ngwafa controls both First Choice LLC and First Choice Inc., and certain questions of fact, including the ultimate facts concerning which entity committed which violations, are common to all three proceedings.

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<sup>10</sup> Compact, tit. II, art. XI, § 10(c).

<sup>11</sup> *In re Executive Tech. Solutions, LLC*, No. MP-10-090, Order No. 13,044 at 4 (Nov. 8, 2011); *In re C.P.R. Med. Transp. LLC.*, No. MP-10-053, Order No. 12,872 at 8 (June 1, 2011); *In re Paramed Med. Transp., Inc.*, No. MP-02-50, Order No. 7012 at 4 (Jan. 24, 2003).

<sup>12</sup> Order Nos. 13,044 at 4; 12,872 at 8; 7012 at 4-5.

<sup>13</sup> Order Nos. 13,044 at 4; 7012 at 5.

<sup>14</sup> *United States v. Illinois Cent. R.R.*, 303 U.S. 239, 243, 58 S. Ct. 533, 535 (1938).

### III. BACKGROUND

Certificate of Authority No. 1210 was issued to Joseph K. Ngwafa, trading as First Choice Health Services, on June 23, 2006. On August 1, 2008, Mr. Ngwafa filed a contract tariff with the Commission pursuant to Commission Regulation Nos. 55 and 56. Attached to the contract tariff cover form was an incomplete copy of a "Medical Transportation Services Agreement" covering transportation services under the District of Columbia Medicaid program as managed by Medical Transportation Management, Inc. (MTM). Commission staff rejected Mr. Ngwafa's filing because the agreement copy was incomplete and because the agreement identified "First Choice Health Services, a Maryland Corporation" as the passenger carrier, not Mr. Ngwafa trading as First Choice Health Services. Commission staff advised Mr. Ngwafa how the filing could be made acceptable, but Mr. Ngwafa did not respond.

Certificate of Authority No. 1210 was transferred to First Choice LLC on October 20, 2010. On November 8, 2010, Mr. Ngwafa filed a contract tariff with the Commission on behalf of First Choice LLC. Attached to the contract tariff cover form was an incomplete copy of an MTM "Medical Transportation Services Agreement". Commission staff rejected the filing because the agreement copy was incomplete. Furthermore, the agreement identified "First Choice Health Services, a Maryland business" as the passenger carrier, not First Choice Health Services LLC. Commission staff advised Mr. Ngwafa how the filing could be made acceptable, but Mr. Ngwafa did not respond.

On April 27, 2011, Commission staff wrote to First Choice LLC, advising First Choice LLC that the Commission had been informed that First Choice LLC was furnishing non-emergency passenger transportation services under an agreement with MTM. Staff advised First Choice LLC that no tariff was on file with the Commission for that service as required by Article XI, Section 14(a), of the Compact and Commission Regulation No. 55-08.

First Choice LLC thereafter filed an MTM contract tariff on May 10, 2011. Staff rejected the tariff because the underlying contract was in the name of "First Choice Health Services, a Maryland Corporation". Staff then discovered the existence of First Choice Inc., which had been formed by Mr. Ngwafa on February 13, 2009, for the purpose of providing "non emergency medical transportation." First Choice Inc. does not hold WMATC authority, and no application for WMATC operating authority appears to have ever been filed.

This in turn led staff to make three additional discoveries: (1) that First Choice LLC reported 14 vehicles to its insurance company but only four vehicles on its 2011 WMATC annual report; (2) that First Choice LLC operates un-owned vehicles without any leases on file with the Commission as required by Regulation No. 62; and (3) that some of the vehicles reported to First Choice LLC's insurance

company are covered by multiple first-dollar liability policies<sup>15</sup> contrary to Regulation No. 58-02.

The foregoing implicates various violations of the Compact and Commission regulations by respondents as follows.

#### **IV. UNLAWFUL OPERATIONS**

As noted above, a person may not engage in transportation subject to the Compact unless there is in force a Certificate of Authority issued by the Washington Metropolitan Area Transit Commission (WMATC) authorizing the person to engage in that transportation.<sup>16</sup> "A person other than the person to whom an operating authority is issued by the Commission may not lease, rent, or otherwise use that operating authority."<sup>17</sup>

Also as noted above, Mr. Ngwafa formed First Choice Inc. on February 13, 2009, for the purpose of providing "non emergency medical transportation." First Choice Inc. does not hold WMATC authority, and no application for WMATC operating authority appears to have ever been filed. The existence of this Maryland corporation and Mr. Ngwafa's attempts to file MTM contract tariffs naming "First Choice Health Serices, a Maryland Corporation" as the passenger carrier, raised the possibility that First Choice Inc. may have operated under color of Certificate No. 1210 in violation of Article XI, Section 11(b), of the Compact.

Accordingly, Order No. 12,972, gave First Choice Inc. 30 days to produce any and all records relating to its operations since formation in 2009, including but not limited to bank records, vehicle records, payroll records, credit card records, invoices, and correspondence, or show cause why a civil forfeiture should not be assessed against First Choice Inc., and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice Inc.'s knowing and willful violation of and failure to comply with Article XI, Sections 6(a) and 11(b), of the Compact.

The order further directed respondents to file within 30 days proof of dissolution of First Choice Inc. or a statement explaining why not requiring dissolution would be consistent with the public interest.

Mr. Ngwafa has filed an affidavit stating that no business was ever conducted under First Choice Inc., that no revenue vehicles were ever registered under First Choice Inc., and that no accounts were ever established under First Choice Inc. He further states that

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<sup>15</sup> First dollar coverage is an insurance policy feature that provides full coverage for the entire value of a loss without a deductible, subject to the policy maximum.

<sup>16</sup> Compact, tit. II, art. XI, § 6(a).

<sup>17</sup> Compact, tit. II, art. XI, § 11(b).

"[a]ll business has been conducted under First Choice Health Services, LLC or as a sole proprietorship." There is no evidence in the record to the contrary.

In addition, respondents have filed proof of dissolution of First Choice Inc. as of September 14, 2011.

Under the circumstances, we find that respondents have shown cause why the Commission should not assess a civil forfeiture for unlawful operations.

#### **V. TARIFF VIOLATIONS**

Under Title II, of the Compact, Article XI, Section 14(c), "A carrier may not charge a rate or fare for transportation subject to [the Compact] other than the applicable rate or fare specified in a tariff filed by the carrier under [the Compact] and in effect at the time."<sup>18</sup> Under Regulation No. 55, a carrier must file a general tariff if it offers standardized service at universally applicable rates.<sup>19</sup> A carrier must file a contract tariff if it offers tailored service on a continuing basis at negotiated rates.<sup>20</sup> "No carrier shall demand, receive, or collect any compensation for any transportation or transportation-related service, except such compensation as is specified in its currently effective tariff for the transportation or transportation-related service provided."<sup>21</sup>

After the three years of failed attempts chronicled above, Mr. Ngwafa finally filed an acceptable MTM contract tariff on May 25, 2011. From all of those filings, and respondents' response, including Mr. Ngwafa's affidavit, it is clear that beginning February 15, 2008,<sup>22</sup> and continuing until May 25, 2011, Mr. Ngwafa furnished passenger carrier service under contract with MTM, as a sole proprietor and/or through First Choice LLC without a proper tariff on file with the Commission.

Order No. 12,972 gave respondents 30 days to show cause why a civil forfeiture should not be assessed against respondents, and/or

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<sup>18</sup> See also Commission Regulation No. 55-02 ("[n]o carrier shall demand, receive, or collect any compensation for any transportation or transportation-related service, except such compensation as is specified in its currently effective tariff for the transportation or transportation-related service provided.")

<sup>19</sup> Regulation No. 55-07; *In re Mobility Express Inc.*, No. MP-11-062, Order No. 12,906 at 7 (July 7, 2011); *In re Executive Tech. Solutions, LLC.*, No. MP-10-090, Order No. 12,798 at 3 (Apr. 8, 2011); *In re Transcom, Inc.*, No. MP-09-034, Order No. 11,865 at 2 (Feb. 27, 2009); *In re Washington, D.C. Jitney Ass'n, Inc.*, No. AP-95-26, Order No. 4795 at 4 (Mar. 15, 1996).

<sup>20</sup> Regulation No. 55-08; Order No. 12,906 at 7-8; Order No. 12,798 at 3; Order No. 11,865 at 2; Order No. 4795 at 4.

<sup>21</sup> Regulation No. 55-02.

<sup>22</sup> February 15, 2008, is the effective date specified in the first MTM contract Mr. Ngwafa attempted to file in August 2008.

why Certificate No. 1210 should not be suspended or revoked, for respondents' knowing and willful violation of and failure to comply with Article XI, Section 14(c), of the Compact and Commission Regulation No. 55-02.

Mr. Ngwafa and First Choice LLC, through their attorney, explain that they attempted to comply with WMATC tariff requirements but were "hindered by the language contained in the contract that was drafted by Medical Transportation Management, Inc. (MTM)." The record is clear, however, that in 2008, WMATC staff advised Mr. Ngwafa that his MTM contract tariff was not acceptable; WMATC staff advised Mr. Ngwafa how to make an acceptable filing; and Mr. Ngwafa did not respond. That this cycle was repeated in 2010 and 2011 after the transfer of Certificate No. 1210 to First Choice LLC only makes matters worse.

We shall assess a civil forfeiture against Mr. Ngwafa and First Choice LLC, jointly and severally, in the amount of \$250 per year,<sup>23</sup> or portion thereof, for the 4 years beginning 2008 and ending 2011, or \$1,000, for knowingly and willfully violating Article 14 of the Compact and Regulation No. 55.

#### **VI. ANNUAL REPORT VIOLATION**

Commission Regulation No. 60-01 provides that each carrier holding a certificate of authority on the first day of the calendar year shall file an annual report on or before January 31 of that year. The Commission's annual report form requires each carrier to list all vehicles operated under WMATC authority as of the date of the report.

As noted in Order No. 12,972, First Choice LLC filed a 2011 annual report on January 24, 2011, that fails to list 10 vehicles that First Choice LLC had already reported to its insurance company. All 10 vehicles were registered in Maryland and 6 of those were registered for hire. In its 2010 WMATC transfer application,<sup>24</sup> First Choice indicated it held no other authority under which its vehicles could be used to transport passengers for hire.

Order No. 12,972 gave First Choice LLC 30 days to show cause why a civil forfeiture should not be assessed against it, and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice LLC's knowing and willful violation of and failure to comply with Commission Regulation No. 60-01.

First Choice LLC responds through its attorney that it has submitted a current list of vehicles, but First Choice LLC offers no explanation for failing to file a complete and accurate vehicle list on

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<sup>23</sup> See *In re Chika Transport Serv., Inc.*, No. MP-02-124, Order No. 7173 (May 7, 2003) (same).

<sup>24</sup> *In re First Choice Health Servs. LLC*, No. AP-10-015, Order No. 12,340 (Mar. 24, 2010).

or before January 31, 2011, as part of its 2011 annual report as required by Regulation No. 60-01.

We shall assess a civil forfeiture against First Choice LLC in the amount of \$250<sup>25</sup> for knowingly and willfully violating Regulation No. 60-01.

#### **VII. INSURANCE VIOLATION**

Regulation No. 58-02 provides that:

A carrier shall obtain one or more insurance policies securing the public against loss resulting from the carrier's operation, maintenance, or use of a motor vehicle, in the minimum amount specified in this section. Coverage shall remain in effect continuously until terminated. In the case of vehicles [operated under WMATC authority], tiered or layered coverage shall be permitted, provided that not more than one policy may be obtained for any one tier or layer.

As noted in Order No. 12,972, the WMATC Insurance Endorsement on file with the Commission for First Choice LLC indicates that the underlying primary policy was issued by Knightbrook Insurance Company. According to Maryland MVA records, 5 of the 14 vehicles listed on the Knightbrook policy were covered by other primary policies as of the date Order No. 12,972 was issued. Three vehicles were covered by a policy issued by Allstate Insurance Company; two were covered by a policy issued by State Farm Mutual Auto.

Order No. 12,972 gave First Choice LLC 30 days to show cause why a civil forfeiture should not be assessed against it, and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice LLC's knowing and willful violation of and failure to comply with Commission Regulation No. 58-02.

Order No. 12,972 also gave First Choice LLC 30 days to submit proof that all duplicative policies have been canceled and that the Knightbrook policy has been reported to the Maryland MVA for all vehicles operated by First Choice LLC<sup>26</sup> or show cause why a civil forfeiture should not be assessed against First Choice LLC, and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice LLC's knowing and willful violation of and failure to comply with Order No. 12,972.

First Choice LLC has filed proof that its operations have been brought into compliance with Regulation No. 58-02, and First Choice

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<sup>25</sup> See *In re Executive Tech. Solutions, LLC*, FC-07-03, Order No. 11,680 (Nov. 12, 2008) (same).

<sup>26</sup> See *In re Americare Med. Transp., Inc.*, No. MP-05-37, Order No. 8621 (Apr. 1, 2005) (same).

LLC states through its attorney that the failure to report the Knightbrook policy to Maryland MVA for all First Choice LLC vehicles was due to an error committed by Maryland Tag Services, LLC, of which First Choice LLC apparently was unaware. This is corroborated by a letter from Maryland Tag Services, LLC, dated September 15, 2011.

Under the circumstances, we find that First Choice LLC has shown cause why the Commission should not assess a civil forfeiture for insurance violations.

#### **VIII. LEASE VIOLATIONS**

Regulation No. 62-02 states in pertinent part that: "No carrier subject to the jurisdiction of this Commission may charter, rent, borrow, lease, or otherwise operate in revenue service any motor vehicle to which such carrier does not hold title, except in accordance with this regulation."

As of September 9, 2011, respondent's vehicles were registered in four similar but separate variations of its name: (1) "Fisrt Choice Health Svcs LLC"; (2) "First Choice Health Svcs LLC"; (3) "First Choice Health Services"; and (4) "First Choice Health Services Lngwafa". Each of these variations is associated with a different Soundex number. A Soundex number is a unique identifying number assigned to a company by the Maryland MVA, analogous to a Social Security number or driver's license number. There should be one, and only one, for First Choice LLC.

It would appear that First Choice LLC was operating vehicles under Certificate No. 1210 that were not titled in First Choice LLC's name. The Commission has no record of any leases having been filed by First Choice LLC for those vehicles.

Order No. 12,972 gave First Choice LLC 30 days to show cause why those vehicles should not be ordered out of service, and/or why a civil forfeiture should not be assessed against First Choice LLC, and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice LLC's knowing and willful violation of and failure to comply with Commission Regulation No. 62-02.

First Choice LLC states through its attorney that all vehicles operated by First Choice LLC are now registered to First Choice LLC. This is corroborated by copies of the registration cards for those vehicles. But First Choice LLC offers no explanation as to why it operated those vehicles without a lease on file with the Commission during the period of time they were not registered in First Choice LLC's name, as required by Regulation No. 62-02.

We shall assess a civil forfeiture against First Choice LLC in the amount of \$250<sup>27</sup> for knowingly and willfully violating Regulation No. 62-02.

#### **IX. VEHICLE MARKING AND SAFETY VIOLATIONS**

As noted above, Article XI, Section 5(a), of the Compact states that "[e]ach authorized carrier shall provide safe and adequate transportation service, equipment, and facilities." Local motor vehicle laws require a safety inspection as part of the for-hire vehicle registration and registration renewal process.<sup>28</sup> Operation of a vehicle with an expired, invalid, or missing safety inspection sticker violates Article XI, Section 5(a).<sup>29</sup> Such a vehicle is presumptively unsafe.<sup>30</sup>

Under Regulation No. 61, each vehicle operated under a WMATC certificate of authority must display carrier identification markings. The markings required by Regulation No. 61 help assign responsibility and facilitate recovery of compensation for damage and injuries caused by carriers operating under WMATC authority.<sup>31</sup>

Order No. 12,972 gave First Choice LLC 15 days to file a vehicle list, present its revenue vehicles for inspection, and file copies of the registrations and safety inspection certificates for said vehicles or show cause why a civil forfeiture should not be assessed against First Choice LLC, and/or why Certificate No. 1210 should not be suspended or revoked, for First Choice LLC's knowing and willful violation of and failure to comply with Article XI, Section 5(a), of the Compact, Commission Regulation No. 61, and Order No. 12,972.

First Choice LLC timely complied with this aspect of Order No. 12,972. Accordingly, we find that First Choice LLC has shown cause why the Commission should not assess a civil forfeiture for vehicle marking and safety violations.

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<sup>27</sup> See Order No. 12,872 (same).

<sup>28</sup> See e.g., [www.marylandmva.com/AboutMVA/INFO/27300/27300-26T.htm](http://www.marylandmva.com/AboutMVA/INFO/27300/27300-26T.htm); 18 DCMR 413.10, 421.2.

<sup>29</sup> *In re Executive Tech. Solutions, LLC*, No. MP-10-090 Order No. 12,601 (Oct. 26, 2010); *In re Paramed Med. Transp., Inc., t/a Para-Med*, No. MP-10-015 Order No. 12,326 (Mar. 5, 2010); *In re Cmty. Multi-Servs., Inc.*, No. MP-10-008 Order No. 12,301 (Feb. 2, 2010); *In re VOCA Corp. of Wash., D.C.*, No. MP-02-30, Order No. 7258 (June 20, 2003); *In re Junior's Enters., Inc.*, No. MP-01-103, Order No. 6549 (Feb. 21, 2002); *In re Safe Transp., Inc.*, No. MP-96-15, Order No. 4849 (May 17, 1996).

<sup>30</sup> Order No. 12,601; Order No. 12,326, Order No. 12,301; Order No. 7258; Order No. 6549; Order No. 4849.

<sup>31</sup> Order No. 12,601; Order No. 12,326; Order No. 12,301.

THEREFORE, IT IS ORDERED:

1. That respondents' request for oral hearing is denied.
2. That respondents have shown cause why the Commission should neither suspend nor revoke Certificate No. 1210.
3. That respondents have shown cause why the Commission should not assess a civil forfeiture, except to the extent otherwise noted below.
4. That pursuant to Article XIII, Section 6(f), of the Compact, the Commission hereby assesses a civil forfeiture against Mr. Ngwafa and First Choice LLC, jointly and severally, in the amount of \$1,000 for knowingly and willfully violating Article 14 of the Compact and Regulation No. 55.
5. That Mr. Ngwafa and First Choice LLC are hereby directed to pay to the Commission within 30 days of the date of this order, by check or money order, the sum of one thousand dollars (\$1,000).
6. That pursuant to Article XIII, Section 6(f), of the Compact, the Commission hereby assesses a civil forfeiture against First Choice LLC in the amount of \$250 for knowingly and willfully violating Regulation No. 60-01.
7. That pursuant to Article XIII, Section 6(f), of the Compact, the Commission hereby assesses a civil forfeiture against First Choice LLC in the amount of \$250 for knowingly and willfully violating Regulation No. 62-02.
8. That First Choice LLC is hereby directed to pay to the Commission within 30 days of the date of this order, by check or money order, the sum of five hundred dollars (\$500).

BY DIRECTION OF THE COMMISSION; COMMISSIONERS BRENNER AND HOLCOMB:



William S. Morrow, Jr.  
Executive Director