

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

Texas 10, LLC

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File No.: EB-FD-26-00040707

CD Acct. No.: 202632200003

FRN: 0017235110

ORDER

Adopted: July 17, 2026**Released: July 17, 2026**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Texas 10, LLC (Texas 10 or Company) violated section 1.17(a) of the Commission's rules by failing to make accurate and truthful statements in its final certification in the Secure and Trusted Communications Networks Reimbursement Program (Program). To settle this matter, Texas 10 admits that it was a participant in the Program and certified that it fully completed its obligations, including disposal of equipment encompassed within section 1.50001(d) of the Commission's rules (Covered Equipment), but in fact could not confirm disposal of certain Covered Equipment. The Company will pay a \$10,000 voluntary contribution.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding the Company's compliance with section 1.17(a) of the Commission's rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of the Company's basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Jonathan D. Foxman, Authorized Representative, Texas 10, LLC, E. Swedesford Road, #356, Wayne, PA, 19087, and to David LaFuria, Esq., Lukas, LaFuria, Lantor & Sachs, LLP, 8350 Broad Street, Suite 1450, Tysons, VA 22102.

¹ 47 CFR § 1.17(a).

² See *id.* § 1.93(b).

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

**Before the
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CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (FCC or Commission) and Texas 10, LLC (Texas 10 or Company), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into whether Texas 10 violated 47 CFR § 1.17(a) by failing to make accurate and truthful statements in its final Secure and Trusted Communications Networks Reimbursement Program certification concerning destruction of Covered Equipment. To resolve this matter, the Company agrees to pay a \$10,000 voluntary contribution.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.¹
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "CD Acct No." means account number 202632200003, associated with payment obligations described in paragraph 14 of this Consent Decree.
 - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) "Communications Laws" means collectively, the Act, the Secure Networks Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Texas 10 is subject by virtue of its business activities, including but not limited to 47 CFR § 1.17.
 - (g) "Company" or "Texas 10" means Texas 10, LLC, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (h) "Covered Equipment" means covered communications equipment as defined in 47 CFR § 1.50001(d).
 - (i) "Effective Date" means the date by which both the Bureau and the Company have signed the Consent Decree and the Bureau has released an Adopting Order.
 - (j) "Investigation" means the investigation commenced by the Bureau in EB-FD-26-00040707 regarding whether the Company violated 47 CFR § 1.17.

¹ 47 U.S.C. § 151 *et seq.*

- (k) “Lost Equipment” means covered communications equipment that was in the network of the Company as of the date of the submission of the application request for Reimbursement Program funding that the Company was unable to locate prior to removal and/or disposal. The Company submitted its initial application request on January 25, 2022, with subsequent amendments filed through May 20, 2022.
- (l) “Parties” means the Company and the Bureau, each of which is a “Party.”
- (m) “Program” or “Reimbursement Program” means the Secure and Trusted Communications Networks Reimbursement Program.²
- (n) “Secure Networks Act” means the Secure and Trusted Communications Networks Act of 2019.³
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. On March 12, 2020, Congress enacted the Secure Networks Act in order to, among other purposes, mitigate national security risks posed by certain communications equipment and services.⁴ The Secure Networks Act imposed various mandates upon the Commission. Section 2 required the Commission to publish a list of “covered communications equipment or services” that were determined to pose an “unacceptable risk” to national security, otherwise known as the Covered List.⁵ It further directed the Commission to establish the Reimbursement Program to facilitate the removal, replacement, and disposal of covered communications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation.⁶ On December 11, 2020, the Commission established the Program to reimburse costs reasonably incurred by participating providers in the course of permanently removing, replacing, and disposing of covered communications equipment and services from their networks.⁷

4. Among many obligations, all participating providers are required, within 10 days of their expiration of the removal, replacement, and disposal term, to submit a final certification to the Commission stating that they fully complied (or are in the process of complying) with the terms and conditions of the Reimbursement Program; fully complied (or are in the process of complying) with the commitments made in the application they submitted for reimbursement; have permanently removed, replaced, and disposed of (or are in the process of permanently removing, replacing, and disposing of) all covered communications equipment or services from their communications network; and fully complied with (or are in the process of complying with) their timeline for the removal, replacement, and disposal of

² See *Protecting Against Nat’l Sec. Threats to the Commc’ns Supply Chain Through FCC Programs*, WC Docket No. 18-89, Second Report and Order, 35 FCC Rcd 14284, 14331, para. 108 (2020) (*Supply Chain Second Report and Order*); 47 CFR § 1.50004.

³ See Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified, as amended, at 47 U.S.C. §§ 1601-1609) (Secure Networks Act); see also Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, 134 Stat. 1182, § 901 (2020) (amending the Secure Networks Act).

⁴ See generally note 3.

⁵ See Secure Networks Act, § 2; see also 47 U.S.C. § 1601(a); Federal Communications Commission, “List of Equipment and Services Covered by Section 2 of The Secure Networks Act,” <https://www.fcc.gov/supplychain/coveredlist> (last visited Mar. 30, 2026) (Covered List).

⁶ See Secure Networks Act, § 4; see also 47 U.S.C. § 1603; *Supply Chain Second Report and Order*, 35 FCC Rcd at 14289, para. 13.

⁷ *Supply Chain Second Report and Order*, *supra* note 2, at 14331, para. 108. The Commission implemented the Reimbursement Program through section 1.50004 of its rules. See 47 CFR § 1.50004.

such equipment or services.⁸ In fulfilling such requirements, upon completion of their Reimbursement Program projects, all participating providers must submit their final certifications via FCC Form 5640, which asks “Have you fully completed the permanent removal, replacement, and disposal of covered equipment that were in the network of the recipient as of the date of the submission of the application request for funding?”⁹

5. The Commission relies on truthful and accurate statements from licensees and entities subject to its jurisdiction to carry out its statutory responsibilities.¹⁰ Section 1.17(a) applies to any written statement of fact in connection with any investigatory or adjudicatory matter within the Commission’s jurisdiction.¹¹ In such cases, section 1.17(a)(1) of the Commission’s Rules prohibits any person from intentionally providing “material factual information that is incorrect or intentionally omit[ting] material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading[.]”¹² Section 1.17(a)(2) of the Commission’s rules prohibits any person from “provid[ing] material factual information that is incorrect or omit[ting] material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading.”¹³

6. The Company was an Eligible Telecommunications Carrier¹⁴ that provided commercial broadband services primarily in the State of Texas.¹⁵ The Company currently has no operating income and expects to wind down its business by the end of 2026. The Company was a participant in the Reimbursement Program and was required to comply with section 1.17(a) of the Rules.¹⁶ As a Program participant, the Company removed, but did not replace, all covered equipment from its network. During the course of the Program, the Company lost and never recovered certain Covered Equipment (Lost Equipment);¹⁷ thus, the Company could not confirm disposal of the Lost Equipment.¹⁸ Despite this, after removing all the covered equipment from its network, the Company filed its final certification, responding in the affirmative to the question asking whether the company had fully completed the permanent removal, replacement, and disposal of covered equipment.¹⁹

⁸ See 47 U.S.C. § 1603(e)(4); see also 47 CFR § 1.50004(m). If, at the time the recipient is required to submit the final certification, the provider has not yet completed the required permanent removal, replacement and disposal of covered equipment, the provider is required to file an updated certification when it has fully complied. See 47 CFR § 1.50004(m).

⁹ Secure and Trusted Communications Networks Reimbursement Program: FCC Form 5640, Part M, OMB Control No. 3060-1270.

¹⁰ *Amendment of Section 1.17 of the Commission’s Rules Concerning Truthful Statements to the Commission*, Notice of Proposed Rulemaking, 17 FCC Rcd 3296, 3297, para. 3 (2002).

¹¹ 47 CFR § 1.17(a).

¹² *Id.* § 1.17(a)(1).

¹³ *Id.* § 1.17(a)(2). See also *Eken Group Limited*, Notice of Apparent Liability for Forfeiture, FCC 24-122, 39 FCC Rcd 12990 at 12993-12994, 13005-13007, 13009-13011 (Nov. 21, 2024) (discussing and applying 47 CFR § 1.17(a)(2)).

¹⁴ See 47 U.S.C. § 214(e).

¹⁵ Information on file in investigation EB-FD-26-00040707.

¹⁶ *Id.*; see 47 CFR § 1.17.

¹⁷ Information on file in investigation EB-FD-26-00040707. See 47 CFR § 1.50004(j); *Supply Chain Second Report and Order*, *supra* note 2, at 14291, para. 18.

¹⁸ Information on file in investigation EB-FD-26-00040707.

¹⁹ *Id.*

7. Although the Company did not initially disclose the Lost Equipment to the Commission, the Company did not seek reimbursement for the removal or disposal of the Lost Equipment.²⁰ When the Commission learned of the Lost Equipment and requested detailed information, the Company was forthcoming and offered to revise its final certification to reflect that it could not confirm that the Lost Equipment was destroyed.²¹

III. TERMS OF AGREEMENT

8. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

9. **Jurisdiction.** The Company agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

10. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, the Company agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against the Company concerning the matters that were the subject of the Investigation, or to set for hearing the question of the Company's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.²²

12. **Admission of Facts.** The Company admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that paragraphs 6-7 are a true and accurate description of the facts underlying the Investigation.

13. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to section 208 of the Act²³ against the Company or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Company with the Communications Laws.

14. **Voluntary Contribution.** The Company will pay a voluntary contribution to the United States Treasury in the amount of Ten Thousand Dollars (\$10,000.00) within thirty (30) calendar days of the Effective Date. The Company acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).²⁴ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Company shall send electronic notification of payment to frauddivision@fcc.gov on the date said payment is made. Payment of the Voluntary Contribution must be made by credit card using the Commission's Registration System (CORES) at

²⁰ *Id.*

²¹ *Id.*

²² See 47 CFR § 1.93(b).

²³ 47 U.S.C. § 208.

²⁴ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁵

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159²⁶ or printed CORES form²⁷ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁸ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

15. **Event of Default.** The Company agrees that an Event of Default shall occur upon the failure by the Company to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree.

16. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Voluntary Contribution shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the

²⁵ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

²⁶ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁷ Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

²⁸ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

then unpaid amount of the Voluntary Contribution, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Company.

17. **Waivers.** As of the Effective Date, the Company waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. The Company shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁹ relating to the matters addressed in this Consent Decree.

18. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

19. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

20. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Company does not expressly consent) that provision will be superseded by such Rule or order.

21. **Successors and Assigns.** The Company agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

22. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

23. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

24. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

25. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

²⁹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

26. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Patrick Webre
Chief
Enforcement Bureau

Date

Jonathan Foxman
Authorized Representative
Texas 10, LLC

Date