

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 21, 2023

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Curtis J. Williams, Public Utility Analyst IV, Office of Industry Development and Market Analysis *CW*

RE: Docket No. 20210049-TP - Document Filing

Please file the attached fully executed Assignment, Assumption and Consent Agreement in Docket No. 20210049-TP. The document is an amendment to reflect T-Mobile USA, Inc. as the successor to Sprint Communications Company, L.P.

Please let me know if you have any questions.

Attachments

RECEIVED-FPSC
2023 MAR 21 PM 3:59
COMMISSION
CLERK

ASSIGNMENT, ASSUMPTION and CONSENT AGREEMENT

This Assignment, Assumption and Consent Agreement (the "Assignment") is made by and among the Florida Public Service Commission ("Commission" or "FPSC"), Sprint Communications Company, L.P. ("Sprint"), and T-Mobile USA, Inc. ("T-Mobile"). This Assignment is effective as of the date the last party signs (the "Assignment Effective Date").

BACKGROUND

- A. Sprint and the Commission previously entered into an Agreement on January 31, 2022 to Provide TRS beginning March 1, 2022 (Docket No. 20210049-TP), as may be amended from time to time (the "Agreement").
- B. Effective April 1, 2020: (i) T-Mobile US, Inc., merged with Sprint, the parent company of Sprint; and (ii) as a result of the merger, Sprint Corporation and all its subsidiaries, including Sprint, are now subsidiaries of T-Mobile US, Inc.
- C. Sprint is assigning the Agreement to T-Mobile as of the Assignment Effective Date.
- D. T-Mobile is accepting assignment of the Agreement from Sprint, acquired all rights and is subject to and responsible for all Sprint obligations effective as of the Assignment Effective Date.

AGREEMENT

The parties agree as follows:

1. Sprint transfers and conveys to T-Mobile all of Sprint's rights, titles, and interests in and to the Agreement. T-Mobile assumes and agrees to perform all obligations of Sprint under the Agreement arising from and after the Assignment Effective Date.
2. The Commission acknowledges Sprint's right to assign the Agreement to its respective assignee and that Sprint has provided sufficient advanced notice of the Assignment request.
3. The parties acknowledge and agree that the products and services offered and purchased under the Agreement will be T-Mobile products and services after the Assignment Effective Date.
4. Except as specifically set forth in this Assignment, all terms and conditions of the Agreement remain in force and govern the relationship between the Commission and T-Mobile.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment, Assumption and Consent Agreement as of the Assignment Effective Date.

SPRINT COMMUNICATIONS COMPANY, L.P.:

DocuSigned by:

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Name: David Bezzant
Title: Vice President, T-Mobile for Government
Date: 3/14/2023

T-MOBILE USA, INC.:

DocuSigned by:

8F686CC9343743C...

Name: David Bezzant
Title: Vice President, T-Mobile for Government
Date: 3/14/2023

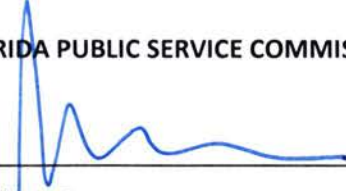
Approved by:

DocuSigned by:

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T-Mobile USA, Inc. Legal Department
Date: 3/14/2023

FLORIDA PUBLIC SERVICE COMMISSION

By: 

Braulio L. Baez
Executive Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Telephone: (850) 413-7013

bbaez@psc.state.fl.us

Date: 3/21/23

Approved as to form and legality:


Jacob Imig

Senior Attorney
Office of the General Counsel
Florida Public Service Commission
Date: 3/20/23