

Floyd R. Self  
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fself@bergersingerman.com

March 16, 2023

**VIA EMAIL**

Adam Teitzman, Commission Clerk  
Room 152, Ginter Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
[ateitzma@psc.state.fl.us](mailto:ateitzma@psc.state.fl.us)

Re: Docket No. 20210049

Dear Mr. Teitzman:

The attached document replaces the Assignment, Assumption and Consent Agreement document filed on February 28, 2023 (Document No. 01513-2023). Both documents address an amendment to reflect T-Mobile USA, Inc. as the successor to Sprint Communications Company, L.P.

Please have an appropriate person on behalf of the Commission execute the amendment and return a copy to me.

Thank you.

Sincerely,

BERGER SINGERMAN LLP



Floyd R. Self.

FRS/zm  
Enclosure

## **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.:**

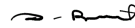
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Name: David Bezzant

Title: Vice President, T-Mobile for Government

Date: 3/14/2023

**T-MOBILE USA, INC.:**


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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](mailto:bbaez@psc.state.fl.us)

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Jacob Imig

Senior Attorney

Office of the General Counsel

Florida Public Service Commission

Date: \_\_\_\_\_