

ORIGINAL



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January 11, 2002

Ms. Blanca Bayó, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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RE: Docket No. 011077; Sprint's Comments

Dear Ms. Bayó:

Enclosed for filing are the original and 5 copies of Sprint-Florida, Incorporated's Comments.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to the courier. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton

- APP _____
- CAF _____
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Enclosures

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M. Beckand
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Generic investigation into whether) Docket No. 011077-TP
competitive practices of incumbent and)
alternative local exchange carriers comply) Filed: January 11, 2002
with Section 364.01(4)(g), F.S.)
_____)

SPRINT-FLORIDA, INCORPORATED'S COMMENTS

In response to Staff's Memorandum of December 20, 2001, Sprint-Florida, Incorporated (hereinafter "Sprint") offers the following comments regarding the staff's list of competitive concerns and the procedures outlined by staff during the December 12, 2001 conference call with interested parties for addressing these concerns in the context of this docket. Sprint is unable at this time to address specifically the enumerated list of concerns, as the list contains insufficient detail for Sprint to determine their applicability or significance to Sprint.

Sprint generally does not object to the procedures outlined by staff that include an intent to attempt to address the identified concerns initially through a mediation-like process involving all interested and affected parties and staff working toward mutually agreeable resolutions. However, Sprint has some concerns with a mediation approach and its interplay with subsequent formal proceedings that may be initiated by staff, should negotiations fail to result in a satisfactory resolution of the parties' concerns. The Florida Evidence Code in section 90.408, Florida Statutes, provides that evidence of an offer to compromise, as well as any relevant conduct or statements made in negotiations concerning a compromise, are inadmissible to prove liability or absence of liability

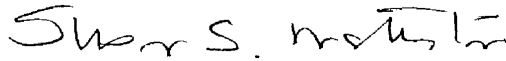
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relating to a claim in subsequent formal proceedings. The standard mediation agreement developed by Commission staff also recognizes the confidential nature of settlement negotiations. The purpose of these protections is to encourage parties to freely engage in reaching negotiated resolutions of disputes, without fear of jeopardizing their legal rights under more formal evidentiary and procedural rules should negotiations fail. It is of paramount importance to Sprint's commitment to engage in mediation to resolve concerns raised in this docket for this principle of protecting settlement negotiations from use in future adversarial proceedings to apply to negotiations conducted to address these concerns.

RESPECTFULLY SUBMITTED this 11th day of January, 2002.



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