

Federal Communications Commission

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

In the Matter of)	
)	
WorldCom, Inc.)	
)	File No. EB-00-TC-044
Operator Service Consumer Information)	NAL/Acct. No. 200132170013
Requirements)	
)	
)	
)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by the Enforcement Bureau (“Bureau”) of the Federal Communications Commission (the “FCC” or the “Commission”) and WorldCom, Inc. (“WorldCom” or the “Company”), by their counsel and authorized representatives. This Consent Decree resolves an investigation (the “Investigation”) conducted by the Bureau regarding compliance with the operator service requirements contained in Section 226(b)(1)(C) of the Communications Act of 1934, as amended (the “Act”), and Section 64.703(a)(3) of the Commission’s rules.¹

II. BACKGROUND

2. On December 1, 1999, the Enforcement Bureau initiated an investigation concerning compliance with the operator service requirements contained in the Act and the Commission’s rules.² Specifically, the Bureau’s field staff investigated, *inter alia*, compliance with Section 226(b)(1) of the Act,³ and portions of section 64.703 of the Commission’s rules.⁴ Over the next three months, the Bureau’s field staff assessed compliance at over 1,700 telephones throughout the United States. This information was compiled and further evaluated by Commission staff in Washington, D.C.

¹ 47 U.S.C. § 226(b)(1)(C); 47 C.F.R. §§ 64.703(a)(3), (a)(4).

² 47 U.S.C. § 226 (b)(1)(C); 47 C.F.R. 64.703(a)(3).

³ 47 U.S.C. § 226(b)(1) (Requirements for Providers of Operator Services).

⁴ 47 C.F.R. §§ 64.703(a)(1), (a)(2), (a)(3), (a)(4) (Consumer Information).

3. WorldCom is a provider of operator services for aggregator telephones throughout the United States.⁵ Under Section 226 of the Act and the Commission's implementing rules, operator service providers ("OSPs") must, *inter alia*, audibly identify themselves at the beginning of each operator-assisted call and must also disclose immediately to the consumer, upon request and at no charge: (1) a quotation of its rates or charges for the call; (2) the methods by which such rates or charges will be collected; and (3) the methods by which complaints concerning such rates, charges, or collection practices will be resolved.⁶

4. Based on its nationwide investigation, the Bureau identified possible violations of the Act and of the Commission's rules regarding operator services. The Bureau contacted WorldCom regarding potential problems with its disclosure to consumers of rate and complaint information to consumers upon request. Throughout the Investigation, WorldCom has cooperated fully with the Bureau.

III. DEFINITIONS

5. For the Purposes of this Consent Decree, the following definitions shall apply:

- (a) The "FCC" or the "Commission" means all Bureaus and Offices of the Commission, including the Enforcement Bureau;
- (b) "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
- (c) "WorldCom" or the "Company" means WorldCom, Inc., its subsidiaries, and its successors;
- (d) "Parties" means WorldCom and the Bureau;
- (e) "OSPs" means providers of operator services, as defined by the Act and the Commission's rules;⁷

⁵ "Operator services" is defined by the Act and Commission rules as "any interstate telecommunications service from an aggregator location that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an interstate telephone call through a method other than: (1) automatic completion with billing to the telephone from which the call originated; or (2) completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer." 47 U.S.C. § 226(a)(7); 47 C.F.R. § 64.708(i). A "provider of operator services" means "any common carrier that provides operator services or any other person determined by the Commission to be a provider of operator services." 47 U.S.C. § 226(a)(9); 47 C.F.R. § 64.708(l). An "aggregator" is defined by the Act and the Commission's rules as "any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for interstate telephone calls using a provider of operator services." 47 U.S.C. § 226(a)(2); 47 C.F.R. § 64.708(b).

⁶ 47 U.S.C. § 226(b)(1); 47 C.F.R. § 64.703(a)(3).

⁷ 47 U.S.C. § 226(a)(9); 47 C.F.R. § 64.708(l).

- (f) “Order” means the Order of the Bureau adopting the terms and conditions of this Consent Decree;
- (g) “Effective Date” means the date on which the Enforcement Bureau releases the Order.

IV. AGREEMENT

6. WorldCom agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

7. The Parties agree that the provisions of this voluntary Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Order of the Bureau adopting this Consent Decree.

8. The Parties agree that this Consent Decree shall become effective on the date on which the Bureau releases the Order adopting this Consent Decree. Upon release, the Order adopting this Consent Decree and this Consent Decree shall have the same force and effect as any other Order of the Commission, and any violation of the terms and conditions of this Consent Decree shall constitute a violation of a Commission Order entitling the Commission to exercise any and all rights and to seek any and all remedies authorized by law for the enforcement of a Commission Order.

9. The Parties agree that this Consent Decree does not constitute an adjudication on the merits or any finding on the facts or law regarding any violations of the Act or of the Commission’s rules committed by WorldCom. The Parties agree that by entering into this Consent Decree, the Company does not admit any legal or equitable liability or any wrongdoing. Indeed, WorldCom expressly denies any such violation or liability.

10. In express reliance on the representations contained herein, the Bureau agrees to terminate the Investigation.

11. WorldCom agrees to waive 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 Order adopting this Consent Decree, provided the Order adopts this Consent Decree without change, addition, or modification.

12. WorldCom waives any rights it may have under any provision of the Equal Access to Justice Act, 5 U.S.C. § 504, and 47 C.F.R. § 1.1501 *et seq.*

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13. WorldCom shall make a voluntary contribution to the United States Treasury in the amount of fifty-six thousand dollars (\$56,000) within 30 days of the Effective Date of this Consent Decree. Such contribution shall be made, without further protest or recourse, by certified check, cashier's check, or money order drawn to the order of the Federal Communications Commission, and shall be mailed to the Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482, reflecting account number 200132170013.

14. WorldCom represents that it is committed to lawful provision of "0+" services in compliance with the rules and regulations of the Commission and the provisions of the Act. In response to the Bureau's concerns, and as set forth in the Company's correspondence to the Commission dated July 13, 2000, WorldCom has undertaken a series of initiatives, listed in Paragraphs 15-18, *infra*.

15. WorldCom is developing additional training materials for its customer service representatives on the handling of "0+" calls, to promote compliance with the Act and the Commission's rules.

16. WorldCom will conduct in-person training for all new customer service representatives and in-person refresher training for its existing customer service representatives concerning operator service calls at least every six (6) months to ensure customer service representatives understand the legal requirements concerning operator service calls and that disciplinary action may be taken absent full compliance with governing laws.

17. WorldCom will monitor, through its internal test calling procedures, the efficacy of the Company's customer service processes for "0+" calls. This will be incorporated as part of the on-going and periodic monitoring process that is currently in effect for these representatives. WorldCom will test a minimum of 50 calls per month specifically on the operator service requirements set forth *infra*.

18. The Parties agree that this Consent Decree shall become effective on the date on which the Order adopting this Consent Decree is released, and shall remain in effect for two (2) years after its effective date.

19. The Parties agree and acknowledge that this Consent Decree shall resolve fully and finally the Investigation. The FCC will not initiate on its own motion any other enforcement action against WorldCom, or seek on its own motion any administrative or other penalties from the Company, based on any evidence gathered as part of this Investigation.

20. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or order adopted by the Commission, it will be superseded by such Commission rule or order.

21. If this Consent Decree is not signed by both Parties, is not adopted by the Bureau, or is otherwise rendered invalid by any court of competent jurisdiction, it shall become null and void and shall not become part of the record in this enforcement proceeding, nor may it be used in any fashion by any party in a legal proceeding.

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22. WorldCom and the Bureau agree to be bound by the terms and conditions stated herein.
23. The Parties agree that this Consent Decree may be signed in counterparts.

FOR THE FEDERAL
COMMUNICATIONS COMMISSION

David H. Solomon
Chief
Enforcement Bureau

WORLDCOM, INC.

Thomas F. O'Neil III
Chief Legal Counsel
Senior Vice President