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

In the Matter of	)	
MCI WorldCom Communications, Inc.	)	File No. EB-00-TC-055 NAL/Acct. No. X3217-008

ORDER

Adopted: June 6, 2000 **Released: June 6, 2000**

By the Commission: Commissioner Furchtgott-Roth concurring in part, dissenting in part and issuing a statement.

1. In this Order, we adopt a Consent Decree terminating an informal investigation regarding unauthorized preferred carrier charges (slamming) by MCI WorldCom Communications, Inc. (MCI WorldCom). The investigation was based on the large number of consumer complaints filed with the Commission.

2. The Commission and MCI WorldCom have negotiated the terms of a Consent Decree that would resolve this matter. A copy of the Consent Decree is attached and is incorporated by reference. As detailed in the Consent Decree, MCI WorldCom has agreed, among other things, to make a voluntary contribution to the U.S. Treasury in the amount of three million, five hundred thousand dollars ($3.5 million), and to strengthen its slamming compliance and monitoring policies.

3. We have reviewed the terms of the Consent Decree and evaluated the facts before us. In light of MCI WorldCom's commitment to be bound by various principles regarding its verification mechanisms and compensation procedures for its employees and agents, as well as certain other pro-consumer steps and commitments, we believe that the public interest would be served by approving the Consent Decree and terminating the investigation.

4. Accordingly, IT IS ORDERED, pursuant to section 4(i) of the Communications Act, 47 U.S.C. § 154(i), section 258 of the Communications Act, 47 U.S.C. § 258, and section 503 of the Communications Act, 47 U.S.C. § 503, that the Consent Decree, incorporated by reference in and attached to this Order, IS ADOPTED.

5. IT IS FURTHER ORDERED that the Secretary SHALL SIGN the Consent Decree on behalf of the Commission.

6. IT IS FURTHER ORDERED that the Commission's informal investigation IS TERMINATED.

FEDERAL COMMUNICATIONS COMMISSION

Magalie Roman Salas
Secretary

Before the
FEDERAL COMMUNICATIONS COMMISSION
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In the Matter of	)	
MCI WORLDCOM COMMUNICATIONS, INC.	)	File No. EB-00-TC-055

CONSENT DECREE

1. The Federal Communications Commission (the "FCC" or the "Commission") and MCI WORLDCOM Communications, Inc. ("MCI WorldCom" or the "Company"), by their counsel and authorized representatives, hereby enter into this Consent Decree to resolve an inquiry (the "Inquiry") by the Commission arising out of certain consumer complaints alleging that MCI WorldCom performed unauthorized preferred carrier changes.

A. Preamble

2. Commencing with a letter dated October 6, 1999, the Commission's staff requested that the Company produce information and records concerning consumer complaints filed with the Commission and claiming that MCI WorldCom had made unauthorized preferred carrier changes. In view of these complaints, the Commission sought to determine whether the Company had violated Section 258 of the Telecommunications Act of 1996, and/or 47 CFR 64.1100 et seq. Throughout the Inquiry, MCI WorldCom has cooperated fully with the FCC.

3. For the Purposes of this Consent Decree and the attachment thereto, the following definitions shall apply:

(a) "MCI WorldCom" or the "Company" means MCI WORLDCOM Communications, Inc., its subsidiaries and its successors.

(b) The "FCC" or the "Commission" means all Bureaus and Offices of the Commission, including the Enforcement Bureau.

(c) "Parties" means MCI WorldCom and the FCC.

(d) "Adopting Order" means an Order of the Commission adopting the terms and conditions of this Consent Decree.

(e) "Effective Date" means the date on which the Commission adopts the Adopting Order.

(f) "Customer" means an authorized consumer agreeing to receive any wire-line preferred carrier service from the Company.

(g) "Agent" means an individual conducting telemarketing on behalf of MCI WorldCom who is not an employee of MCI WorldCom.

4. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Commission through incorporation of such provisions by reference in an Adopting Order of the Commission, which shall immediately terminate the Inquiry.

5. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order entered by the Commission. Any violation of the terms of this Consent Decree shall entitle the FCC to exercise any and all rights, and to seek any and all remedies, authorized by law for the enforcement of an order by the Commission. The Parties agree that any provision of the Consent Decree that conflicts with any subsequent rule or order adopted by the Commission will be superseded by such Commission rule or order.

6. MCI WorldCom admits that the FCC has jurisdiction over it and the subject matter of this action.

7. The Company agrees to waive any further procedural steps and any rights it may have to seek judicial review or otherwise to challenge or contest the validity of this Consent Decree or the Adopting Order.

8. The Parties agree that by entering into this Consent Decree, the Company does not admit any legal or equitable liability or any wrongdoing.

9. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement of the Inquiry. The FCC will not initiate on its own motion any other enforcement action against MCI WorldCom, or seek on its own motion any administrative or other penalties from the Company, based on any informal complaint (as defined in 47 C.F.R. §1.716 et. seq.), or any claim or allegation arising out of purportedly unauthorized preferred carrier changes that allegedly occurred prior to the Effective Date.

10. The Parties agree that the terms and conditions of this Consent Decree shall remain in effect for thirty-six (36) months from the Effective Date.

B. Adoption of a Telemarketing Compliance Program

11. Within 30 days of the Effective Date, MCI WorldCom will adopt and implement a written Telemarketing Compliance Program (the "Program"), an Executive Summary of which is attached hereto and is incorporated by reference into this Consent Decree (the "Executive Summary"). The Program will supplement and amplify MCI WorldCom's existing corporate compliance policies and procedures. In the event of any conflict between the terms of the Program and the terms of MCI WorldCom's pre-existing corporate compliance policies and procedures, the terms of the Program shall control.

12. The Program includes the following components:

(a) **Telemarketing Code of Conduct**: The Company will establish a Telemarketing Code of Conduct (the "Code"), which will be reviewed and signed by all current MCI WorldCom employees and agents involved with the telemarketing of MCI WorldCom's wire-line products, including telemarketing representatives, managers, supervisors, and agents ("telemarketing personnel"). As part of their initial training, each new telemarketing employee or agent will also sign the Code. All MCI WorldCom telemarketing personnel will reaffirm annually, in writing, that they have recently reviewed, and fully understand, the Code. The

Code establishes a strict quality standard, to which all Company telemarketing personnel will be required to adhere.

(b) **Mandatory Quality Training**: All MCI WorldCom telemarketing personnel will be required to attend a comprehensive supplemental training session regarding the Program and the Code. Such training sessions will be repeated annually for all telemarketing personnel, at which time they again will be required to sign the Code, acknowledging their understanding of its requirements and verifying their intent to comply with them.

(c) **Employee Compensation Formula**: MCI WorldCom will provide certain financial incentives for its telemarketing representatives, their supervisors and managers based on the quality of the sales generated by each representative. The Program also will establish mandatory adverse compensatory consequences for any inappropriate conduct (including abusive, intentionally deceptive or unprofessional actions), which is attributable to an MCI WorldCom telemarketing representative and brought to the attention of the relevant management group. More specifically, for any such transgressions, penalties will be assessed through various mechanisms against MCI WorldCom telemarketing representatives, their supervisors and managers, including the loss of commission payments to the extent permitted by law.

(d) **Employee Disciplinary Provisions**: MCI WorldCom telemarketing representatives will be terminated immediately for engaging in a single incident of intentionally deceptive conduct, use of profanity during a sales call, or for harassment of a customer. Agents engaging in such conduct will be terminated from representing MCI WorldCom. Telemarketing representatives also will be terminated for multiple incidents of unintentional rate misrepresentation or otherwise unprofessional conduct. The Program will establish a tiered system of increasingly severe discipline in cases of unintentional rate misrepresentation or otherwise unprofessional conduct. The Program also will create a system for disciplining supervisors and managers whose subordinates have engaged in such conduct.

(e) **"No Re-Hire" Provisions**: MCI WorldCom will not re-hire any employee or agent who has been terminated by the Company for any telemarketing-related misconduct.

(f) **Telemarketing Call Summarization**: As set forth more fully in the Executive Summary, before the termination of successful sales calls, MCI WorldCom telemarketing representatives will summarize for the customer the material terms of the sale.

(g) **New Internal Verification Process**:

(i) **Residential Sales Audit**: As set forth more fully in the Executive Summary, MCI WorldCom will audit and verify, before the preferred carrier change, proposed residential preferred carrier changes for two or more lines, telemarketing sales generated manually outside the automated telemarketing process ("Manual Sales"), and telemarketing sales in which the telephone number provided for purposes of third-party verification ("TPV") does not match the number designated for the preferred carrier change ("Alternate Number Sales").

(ii) **Small Business Sales Audit**: As set forth more fully in the Executive Summary, MCI WorldCom will audit and verify, before the preferred carrier change, proposed small business preferred carrier changes for five or more lines, Manual Sales or Alternate Number Sales.

(h) **Enhanced Monitoring**: The Company will implement a heightened, more stringent monitoring program for any MCI WorldCom telemarketing representatives with a so-called Tier 2 Escalation or Tier 3 Escalation, as defined in the Executive Summary .

(i) **New TPV Process**: The Company will revise the TPV process so that any customer confirming a residential sale must, without undue prompting or suggestion by the third-party verifier, state his or her name and the telephone number(s) for which the preferred carrier is to be changed. Under the Program, any customer confirming a small business sale must, without undue prompting or suggestion by the third-party verifier, state his or her name, the business name and the billing telephone number(s) for which the preferred carrier is to be changed, and also confirm the working telephone number(s), for which the preferred carrier is to be changed.

(j) **New Credit Policy**: As of the Effective Date, MCI WorldCom will establish a new unauthorized installation policy requiring that any customer who claims that his or her preferred carrier was changed by MCI WorldCom without authorization will be entitled to a credit for all preferred carrier change fees and to have all calls subject to the switched service credited or rerated to the prior carriers rates in accordance with the Company's policies and procedures. Pursuant to the Company's new unauthorized installation policy, if MCI WorldCom determines that a preferred carrier change is the result of intentional misconduct by a telemarketing representative, the Company will provide the customer with a full credit for, or refund of, all charges incurred as a result of the unauthorized preferred carrier change. Consistent with Paragraph 5 of this Decree, at such time as the Commission's slamming liability rules in Docket 94-129 become effective, MCI WorldCom will ensure that its unauthorized installation policy complies with them.

(k) **Complaints Review**: As of the Effective Date, MCI WorldCom will initiate a review of all complaints alleging unauthorized preferred carrier changes by the Company, which it received within the twelve months prior to the Effective Date from a state agency, a federal agency, or from a consumer directly, based on any records in the Company's custody. In all cases where the Company concludes that an unauthorized preferred carrier change occurred, it will promptly issue credits pursuant to the policy described in subparagraph (j) above and it will take appropriate disciplinary action against the telemarketing personnel in question, consistent with the standards set forth in the Program. At six-month intervals, the Company will submit reports to the Commission detailing the number of complaints reviewed, the number of unauthorized preferred carrier changes that occurred, and the dollar amounts of any credits issued.

(l) **Prior Sales Review**: Beginning on the Effective Date, for every MCI WorldCom telemarketing representative found to have made intentionally an unauthorized preferred carrier change, as defined in the Program, the Company will review all sales made by such representatives during the ninety (90) day period preceding the incident. Based on the findings of that inquiry, MCI WorldCom will issue promptly additional credits, if appropriate, pursuant to the policy described in subparagraph (j) above. At six-month intervals, the Company will submit reports to the Commission detailing the number of unauthorized preferred carrier changes identified through this review and the dollar amounts of any credits issued.

(m) **Executive Review Panel**: Beginning on the Effective Date, MCI WorldCom will establish an Executive Review Panel (the "ERP"), which will assess on a quarterly basis the efficacy of MCI WorldCom's sales quality controls. As warranted, the ERP will review initiatives to ensure the integrity and quality of MCI WorldCom's telemarketing practices. MCI WorldCom shall make reports from this panel available to the Commission upon demand.

(n) **Reporting**: Within 120 days from the Effective Date, MCI WorldCom shall provide a formal report to the Bureau of its progress in implementing the Program. At the request of the Bureau, during this initial 120-day period following the Effective Date, MCI WorldCom also shall provide informal status reports on the implementation of the Program.

(o) **Program Changes**: Should MCI WorldCom wish to make any changes to the Program during the term of this Decree, it shall submit the proposed change in writing to the Bureau no later than 30 days before the proposed adoption of the change. Within 30 days of receipt of any proposed change to the Program, the Bureau shall advise MCI WorldCom whether it objects to the proposed change. Within 10 days of receiving any objection from the Bureau, MCI WorldCom shall be permitted to present for the Bureau's consideration further justification for the proposal. Should the Bureau fail to object expressly to the proposed change within the 30-day time period, MCI WorldCom shall be free to implement it.

C. Voluntary Payment

13. Pursuant to 47 U.S.C. § 503(b)(2)(B), within ten (10) business days of the Effective Date, MCI WorldCom agrees to make a voluntary payment to the United States Treasury in the sum of $3,500,000.

FEDERAL COMMUNICATIONS COMMISSION	FOR MCI WORLDCOM COMMUNICATIONS, INC.
/s/ Magalie Roman Salas Magalie Roman Salas Secretary	/s/ Thomas F. O'Neil III Thomas F. O'Neil III Chief Legal Counsel and Senior Vice President

EXECUTIVE SUMMARY OF
MCI WORLDCOM COMMUNICATIONS, INC.
TELEMARKETING COMPLIANCE PROGRAM

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TELEMARKETING COMPLIANCE PROGRAM

INTRODUCTION

As a matter of corporate policy, MCI WORLDCOM Communications, Inc. ("MCI WorldCom" or the "Company") is committed to enhancing the quality and reliability of its telemarketing sales and customer service. The Company likewise is adamantly opposed to any unauthorized change of a customer's preferred carrier, a practice commonly known as "slamming." MCI WorldCom has sought to establish the industrial benchmark in combatting this problem through the use of preventative and remedial practices, such as Third-Party Verification ("TPV"). To further protect consumers from inappropriate sales activities, MCI WorldCom is adopting a comprehensive Telemarketing Compliance Program (the "Program") for its residential and small business telemarketing sales of wire-line services.

In connection with the Program, the Company will undertake a broad array of new or materially-revised policies and procedures designed to enhance and amplify its quality control efforts. As reflected in its components, the philosophical foundation of the Program includes zero tolerance for abusive or intentionally deceptive conduct, as well as mandatory compliance, effective monitoring and strict enforcement of its component parts. All telemarketing employees will be required to comply with the applicable terms of the Program and management will closely monitor such adherence.

A. The Telemarketing Code of Conduct

1. The Company will adopt a Telemarketing Code of Conduct (the "Code"), which will be reviewed and signed by all current MCI WorldCom telemarketing representatives, supervisors, managers, and agents, and by each new telemarketing representative, supervisor, manager, and agent as part of their initial training. This review will be repeated annually by all telemarketing representatives, supervisors, managers, and agents. Among other things, the Code will establish a strict quality standard, consistent with all relevant FCC Rules and MCI WorldCom's unequivocal policy of zero tolerance of abusive or intentionally deceptive conduct.

B. Mandatory Quality Training

2. All current MCI WorldCom telemarketing representatives, supervisors and managers will attend a comprehensive training session regarding this Program and the Code within 45 days of the adoption of this Program. Before new telemarketing representatives engage in any telemarketing activities, they also will receive this training, which will include a review of the Company's anti-slamming policy that was developed in light of relevant state and federal slamming rules; the new disciplinary policy; relevant compensation incentives; and a thorough discussion of the requisite elements of a sale. The Company will maintain records confirming that its telemarketing employees have received this training. At the conclusion of these training sessions, each employee will be required to sign the Code, acknowledging its requirements and confirming that he or she will comply with them. A representative who has not signed the Code will not be permitted to conduct telemarketing on behalf of the Company.

3. All MCI WorldCom telemarketing representatives, supervisors, managers and agents will attend annual supplemental training sessions regarding this Program, at the conclusion of which they will again be required to execute the Code.

C. Employee Compensation Formula

4. The Company will provide compensation incentives that are based on the quality of the sales generated (e.g., the percentage of sales that are not rejected by the TPV process) for its telemarketing representatives, their supervisors and managers. Failure to meet certain quality standards will preclude the telemarketing representative, supervisor or manager from receiving those incentive payments or commissions.

5. MCI WorldCom will establish financial disincentives for abusive, intentionally deceptive or unprofessional conduct, as well as unintentional rate misrepresentations. The level of these disincentives will be based on a tiered escalation system and will be assessed, to the extent permitted by law, against telemarketing representatives, their supervisors and their managers.

D. Employee Disciplinary Provisions

6. Telemarketing representatives will be terminated for: a single incident of fraudulent behavior, use of profanity during a sales call, intentional misrepresentations or customer harassment (a "Tier 1 Escalation"); multiple incidents within a specified time period of engaging in other unprofessional conduct (a "Tier 2 Escalation") ; or for a lack of full disclosure to the customer (a "Tier 3 Escalation"). Supervisors and managers have the responsibility for ensuring that telemarketing representatives abide by the Code. Any supervisor or manager who knowingly approves of or engages in behavior in violation of the Code will be terminated.

7. MCI WorldCom will not rehire any employee who was terminated for any telemarketing-related misconduct.

E. Telemarketing Call Summarization

8. To ensure that MCI WorldCom's residential and small business customers fully understand the products and services that they have ordered during a telemarketing call, every telemarketing representative will conclude each successful sales call with:

a. a comprehensive description of all product fees, rates and minimums for domestic interlata, intralata toll and local service products ordered;

b. an identification of the period during which a rate of limited duration is in effect; and

c. a confirmation of all requested preferred carrier changes and the telephone number(s) to which they apply.

9. All MCI WorldCom telemarketing representatives also must answer accurately and fully any questions posed by customers concerning intralata, calling card and international calling plan rates.

10. Any failure to provide accurate information in response to questions posed by customers will result in a Tier 3 Escalation as defined above.

F. New Internal Verification Process

11. The Company will develop new internal sales verification processes that, among other things, will audit and reject, where appropriate, telemarketing sales, prior to the preferred carrier change, for

transactions that MCI WorldCom has reason to believe pose an increased risk of employee misconduct, including the following:

- All residential sales involving two or more lines;
- Small business sales involving five or more lines;
- Sales generated manually outside the automated telemarketing process ("Manual Sales"); and
- Telemarketing sales in which the telephone number provided for purposes of TPV does not match the number designated for the preferred carrier change ("Alternate Number Sales").

12. Upon implementation of the Program, MCI WorldCom will initiate an "in-center" process pursuant to which Quality Service Representatives will review, prior to any preferred carrier change, all small business sales identified in Paragraph F1.

13. Within 120 days after adoption of the Program, MCI WorldCom will implement an automated system to scrutinize the small business sales identified in Paragraph F1 to ensure that they are accurate and legitimate. Once implemented, this automated process will replace the interim "in-center" process described above. Within 30 days after adoption of the Program, MCI WorldCom will implement an automated system to scrutinize the residential sales identified in Paragraph F1 to ensure that they are accurate and legitimate. Based on these automated processes, MCI WorldCom shall prepare a quarterly reports of this sales scrutiny, and will provide this report to the Commission at the FCC's request.

14. Any employee misconduct discovered during these internal verification procedures will be addressed in accordance with the disciplinary provisions in this Program.

G. Enhanced Monitoring

15. MCI WorldCom Telemarketing representatives with a Tier 2 or Tier 3 Escalation will be referred to a new enhanced monitoring system, which will continue until they have been escalation-free for a period of four months.

H. New TPV Process

16. In order to verify a sale through TPV, and in addition to the actions already required by the FCC, the TPV representative will:

- Require an authorized residential customer to state his or her name, and the telephone number(s) being switched without undue prompting or suggestion by the third-party verifier; and
- Require that an authorized small business customer state his or her name, the name of the business, the billing telephone number ("BTN") being switched and to confirm all other telephone numbers being switched without undue prompting or suggestion by the third-party verifier.

I. Credit Policy

17. Any customer who claims that MCI WorldCom changed his or her preferred carrier without authorization will be entitled to a credit or to have rerated to the prior carrier's rates all calls made using the improperly switched service, in accordance with the Company's policies and procedures. The Company also will provide all such customers with a credit for all preferred carrier change fees. In instances where MCI WorldCom determines that the preferred carrier change resulted from employee or agent misconduct, the customer will receive a 100% credit for all calls made using the improperly switched service and all preferred carrier change fees.

18. Where a complaint of an unauthorized preferred carrier change is received, and there is evidence of employee misconduct, any employee involved, including supervisors and managers, shall be reported promptly to management for possible disciplinary action and monitoring as set forth in this Program.

J. Complaint Review

19. MCI WorldCom will review all complaints alleging unauthorized preferred carrier changes, which it received within the twelve months prior to the Effective Date (as defined in the Consent Decree) from a state agency, a federal agency, or, to the extent the Company maintains such records, those complaints sent directly to MCI WorldCom from a customer. If the Company concludes that an unauthorized preferred carrier change occurred, it will issue credits to the customer, and will take appropriate disciplinary action against the employee involved consistent with the standards set forth in this Program.

20. For all telemarketing representatives involved in a Tier 1 Escalation, as defined in this Program, MCI WorldCom will review all sales made by such representatives in the 90-day period prior to the termination to determine if additional misconduct occurred. Based on its findings, the Company promptly will issue additional credits, if appropriate, pursuant to the policy described in this Program.

21. If a customer claims that he or she received inaccurate information from a telemarketing representative, the Company will trace all credits issued in response to such complaints back to the responsible Call Center to determine if any management actions are warranted for any particular Call Centers.

K. Executive Review Panel

22. The Company will establish an Executive Review Panel ("ERP"), which will monitor the efficacy of MCI WorldCom's sales quality controls. As warranted, the ERP will develop further initiatives to address any concerns that arise with respect to the integrity and quality of the Company's telemarketing practices. MCI WorldCom's General Counsel, Michael H. Salsbury, will chair the ERP and its members will include Scott D. Sullivan, Chief Financial Officer, and Wayne E. Huyard, President of Mass Markets.

TELEMARKETING CODE OF CONDUCT

MCI WorldCom is committed to excellence and quality in all aspects of our sales and service business. My conduct is an important part of ensuring that MCI Worldcom maintains its leadership in the marketplace, strengthens its relationship with consumers and continues to enhance shareholder value. I agree to uphold and abide by this Code of Conduct. Specifically, I agree to:

- Uphold the values that define Mass Markets – Pride, Integrity, Respect, Involvement;
- Truthfully and accurately represent the Company, its products, and its services to customers and prospects;
- Be courteous, ethical and professional in my communications with customers, prospects and employees, and to strive to ensure customer satisfaction;
- Remain informed and educated on all products, services, policies and procedures, ensuring that I provide customers and prospects with the most up-to-date, accurate and valuable information; and
- Submit only those sales to TPV in which I have a good faith belief that the customer requested the services sold and understands the terms of sale.

I have read and completed the Company's telemarketing training program and I understand this Code and the Company's policies concerning telemarketing sales and customer service. I recognize that failure to abide by these statements could result in disciplinary action up to, and including, termination. I also understand that my eligibility to receive commissions is conditioned upon my compliance with all governing Company policies and this Code of Conduct.

Employee:

Witness:

STATEMENT OF COMMISSIONER HAROLD FURCHTGOTT-ROTH CONCURRING IN PART, DISSENTING IN PART

I write separately to express my concern about the breadth of the consent decree appended to today's Order. Consumers have every right to expect that the FCC will vigorously prosecute providers that engage in slamming. As set forth in Section 258 (a), "no telecommunications carrier shall submit or execute a change in a subscriber's selection of a provider . . . except in accordance with such verification procedures as the Commission shall prescribe." Thus, I support our efforts to hold carriers responsible for allegedly unauthorized preferred carrier changes.

However, in my view, slamming allegations do not permit the agency to mandate specific licensee business practices outside the specific scope of the alleged misconduct. Just as license transfers should not be used to extract extensive unrelated concessions from our licensees under the guise of voluntary conditions, our enforcement practices should not furnish a pretext for reaching conduct beyond our statutory charge. For example, under today's consent decree we now require MCI WorldCom to fire employees the first time they "use profanity during a sales call" or "harass" a customer. Similarly we have taken responsibility for a new "Telemarketing Code of Conduct" to be administered to all current and new MCI WorldCom employees and agents involved in telemarketing. These may well be the best business practices for MCI WorldCom, however I do not believe the Commission should impose or be involved in the development and negotiation of such requirements. We are not the Labor Department. We do not have jurisdiction over telemarketing per se. The vulnerable position of a licensee subject to an enforcement action should not be used to impose the Commission's view of "best practices."[1]

Nor do I believe the FCC should be placed in a position of enforcing such provisions.[2] We have neither the expertise nor the resources to police carriers' labor and employment practices. What happens when an employee is fired for using profanity during a sales call? Do they sue their employer or the Commission? Similarly, are we prepared to follow MCI WorldCom's employment practices for the next three years to make sure that anyone who used profanity was fired? Are we to receive complaints from consumers and take actions against individual MCI WorldCom employees?

Finally, these consent decrees create yet another layer of carrier-specific regulation outside the scope of our broadly applicable rules and outside the knowledge of most Americans. Just as license transfer conditions have created company-specific regulations for SBC and Bell Atlantic, now the special telemarketing rules adopted today will apply only to MCI WorldCom. Soon we will need to publish a companion set of CFRs describing the regulatory obligations we have imposed only on some specific carriers.

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[1] Some may argue that the consent decree was voluntary, therefore the FCC is not imposing anything. Yet I am confident that the terms of the decree feel anything but voluntary to a licensee facing significant enforcement action.

[2] *See Separate Statement of Commissioner Harold Furchtgott-Roth in AT&T Corp., British Telecommunications, plc, VLT Co. L.L.C., Violet License Co. LLC, and TNV [Bahamas] Limited Applications for Grant of Section 214 Authority, Modification of Authorizations and Assignment of Licenses in Connection with the Proposed Joint Venture Between AT&T Corp. and British Telecommunications, plc, IB Docket No. 98-212*, 14 FCC Rcd. 19,140 (1999). *See also Separate Statement of Commissioner Harold Furchtgott-Roth in Applications of SatCom Systems Inc., TMI Communications and Company, L.P. and SatCom Systems Inc., File No. 647-DSE-P/L-98 et al*, 14 FCC Rcd. 20,798 (1999).

I support harsh penalties for slamming and increased penalties for repeat offenders. In addition, I believe compliance plans are legitimately considered as a mitigating factor in enforcement proceedings. However, the FCC should not incorporate in its decision -- and purport to enforce -- preferred business practices beyond the scope of the agency's mandate.

For the foregoing reasons, I dissent from those portions of the consent decree that attempt to reach the general business and labor practices of MCI WorldCom, beyond the slamming conduct at issue.