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TCPA COMPLIANCE GUIDE

TCPA consent for AI voice agents

A compliance guide for lenders, debt buyers, and third-party collection agencies deploying AI voice outreach.

A VERITUS WHITE PAPER

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INTRODUCTION

What TCPA consent means — and why it now governs AI

The Telephone Consumer Protection Act (TCPA), enacted in 1991, was designed to protect consumers from intrusive telemarketing — restricting unsolicited automated and prerecorded calls, faxes, and texts to personal phones. More than three decades later, it remains one of the most litigated federal statutes in the country.

At its center is a simple requirement: **prior consent is required** before placing calls to mobile phones using an autodialer or an artificial or prerecorded voice.

AI voice agents fall squarely into this category. The FCC has clarified that AI-generated speech constitutes an "artificial or prerecorded voice." Deploying AI voice agents in collections and customer outreach is therefore subject to the same consent standards that have governed prerecorded calls for years.

The opportunity is significant. AI voice agents let organizations scale outreach without adding headcount — lowering cost per interaction while delivering a responsive, 24/7, on-demand experience. For lenders, debt buyers, and third-party agencies, this is about competitive positioning: those that deploy AI responsibly expand reach and operate more efficiently at scale, while those that hesitate risk ceding ground to faster, more disciplined competitors.

But scale multiplies exposure as easily as it multiplies efficiency. The institutions that succeed will be those that move fastest on a foundation of consent that withstands scrutiny.

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> "Scale multiplies exposure as easily as it multiplies efficiency."

This paper is written for lenders, banks, fintechs, debt buyers, and third-party collection agencies evaluating AI voice agents.

I

THE REGULATORY FOUNDATION

The FCC's 2008 declaratory ruling

For more than fifteen years, the industry has relied on the FCC's January 2008 Declaratory Ruling (*In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991*, 23 FCC Rcd 559).

The FCC concluded that when a consumer provides their cell phone number to a lender — for example, on a credit application — that act constitutes **prior express consent** to autodialed, artificial-voice, and prerecorded-message calls.

It further clarified that calls made by third-party debt collectors on the lender's behalf are treated as if made by the original lender. This gave rise to what the industry calls **"pass-through consent,"** the backbone of TCPA compliance for third-party agencies and debt buyers for over fifteen years. Entire compliance programs were built around it — contract drafting, assignment provisions, and placement files all evolved to align. That foundation still stands, but it is no longer as stable as it once was.

II

CRACKS IN THE FOUNDATION

Chevron's demise — and what it means

Two recent Supreme Court decisions materially altered the legal landscape. In *Loper Bright Enterprises v. Raimondo* (2024), the Court overturned the Chevron doctrine, eliminating the longstanding requirement that courts defer to reasonable agency interpretations of ambiguous statutes. In *McLaughlin Chiropractic Associates v. McKesson Corp.*, the Court reaffirmed that district courts are not bound by the FCC's interpretations of the TCPA.

While the 2008 ruling has not been overturned, courts are no longer required to defer to it. The practical consequences are greater uncertainty and litigation risk: district courts may interpret "prior express consent" differently, jurisdictional divergence is no longer theoretical, and plaintiffs' attorneys are incentivized to test the boundaries of consent in new venues.

KEY TAKEAWAY

Don't rely solely on the FCC ruling. Best practice is to ensure TCPA consent is clearly established in the original consumer contract. For organizations deploying AI voice agents, the path forward is not to retreat from innovation but to strengthen the foundation of consent beneath it.

III

FIRST-PARTY CONSENT FOR LENDERS

Building a strong foundation

Contract language requirements

The original consumer agreement should explicitly authorize the use of artificial or prerecorded voice communications. Generic references to autodialed calls may not be sufficient in an AI-first environment — precision matters. If there is no artificial or prerecorded-voice authorization, new consent may be required.

The agreement must also clearly state that consent extends to affiliates, agents, service providers, successors, and assignees. Without assignment language, pass-through consent becomes vulnerable.

Strong drafting accomplishes more than compliance. It establishes an independent legal basis for consent that does not depend solely on the FCC's interpretation. In a post-Chevron environment, that independence is strategic — protecting lenders even if the ruling is challenged in court.

The original number only

Consent is tied to the phone number the consumer actually provided. Broad consent language does not extend to skip-traced numbers or third-party-sourced data. If a number was not provided directly by the consumer, consent should not be presumed.

For lenders with direct originations, this requires clear data lineage: the number in the dialing file must match the number provided in the original agreement.

CASE LAW *Perez v. Rash Curtis & Associates* ($267M judgment) and *Rodriguez v. Premier Bankcard* illustrate the severe litigation exposure that can result when skip-traced numbers are called under the broad assumption of consent.

Reassigned number database checks

Even valid consent is not static, because phone numbers can be reassigned. Best practice requires routine verification against the FCC's Reassigned Numbers Database to reduce the risk of contacting a number that no longer belongs to the consumer.

Numbers should be "scrubbed" every 59 days if no right-party contact has been made in that timeframe, and confirmed numbers should be tracked for reporting. Numbers that cannot be verified as still belonging to the consumer should not be called with AI voice agents.

Litigious debtor scrubs

Before deploying AI voice outreach, scrub against known litigious-debtor databases. This is a cost-effective measure that reduces exposure to serial TCPA plaintiffs. Recent litigation shows that concentrated exposure to repeat plaintiffs can lead to disproportionate liability.

Tracking revocation of consent

Consumers can revoke consent at any time (*Gager v. Dell Financial Services*, 727 F.3d 265, 3d Cir. 2013). When a consumer withdraws consent — through a live agent, an IVR interaction, a text reply, an email, or a written communication — that withdrawal must be captured immediately, logged, timestamped, and propagated across all relevant systems.

Voice AI is most vulnerable when used as a standalone tool, separate from core systems and customer data. It must be integrated into the organization's consent-management infrastructure in real time. Reliance on batch processing or daily flat-file updates creates dangerous gaps. **Any delay between withdrawal and suppression is a risk the organization is choosing to carry.**

Maintaining a clean record of revocations pays off downstream: being able to confidently share up-to-date consent and revocation status improves the performance of third-party agencies and increases the value of accounts in debt sales.

Recordkeeping and audit trail

In TCPA litigation, intent is secondary, but documentation is decisive. Organizations deploying AI voice agents should maintain an auditable trail and be prepared to produce:

01 Original contract or consent language

02 Source of the phone number

03 Assignment agreements, if applicable

04 Revocation status

05 Dialing logs and campaign settings

The ability to reconstruct consent decisions quickly is not merely defensive — it is a cost-control mechanism. Prepared organizations resolve disputes faster and at lower expense.

IV

THIRD-PARTY COLLECTIONS & DEBT BUYERS

Pass-through consent, under pressure

Under the 2008 FCC ruling, third-party collectors calling on behalf of a lender could rely on the consumer's original consent to the lender. In today's legal environment, that assumption can no longer be taken for granted.

When pass-through consent is strong

Pass-through consent is on solid footing today when all of the following hold:

- ✓ The original agreement explicitly authorizes artificial or prerecorded voice communications
- ✓ The agreement clearly passes consent through to downstream parties
- ✓ The number being called is the original consumer-provided number
- ✓ Reassigned-number checks and litigious-debtor scrubs have been performed

Elevated risk for debt buyers

For debt buyers, pass-through consent is defensible only when the same foundational conditions are met. Because debt buyers inherit data at the point of sale, documentation gaps are common and provenance is often unclear. Where any element cannot be verified, consent should not be presumed — obtain new, direct consent before deploying AI voice outreach.

REFS *Soppet v. Enhanced Recovery Co.*, 679 F.3d 637 (7th Cir. 2012); *Osorio v. State Farm Bank*, 746 F.3d 1242 (11th Cir. 2014).

Prior agency placement considerations

If the account was previously placed with another agency, organizations should:

- → Confirm that a revocation-tracking program existed at the prior agency
- → Confirm the client requires and tests for revocation tracking at all consumer-facing vendors
- → Review client agreements for TCPA indemnification provisions
- → Keep auditable documentation of what happened with the account before the current placement

V

OPERATIONAL BEST PRACTICES

The minimum operational standard

Regardless of organizational type, the following controls form the minimum standard for responsible AI voice agent deployment.

01 **Reassigned Numbers Database checks**
Every 59 days without right-party contact.

02 **Litigious-debtor scrubs**
Before every AI voice campaign.

03 **Real-time revocation tracking**
Synchronized across all systems and vendors — never batch.

04 **Written TCPA consent policies & procedures**
Including documentation of account history prior to placement.

05 **Auditable reporting**
Demonstrate compliance across every step in an easily producible format — including client and prior-agency data.

06 **Staff training**
On consent requirements and revocation handling.

CONCLUSION

The legal environment is evolving, not collapsing

AI voice agents represent a structural shift in collections and customer engagement. They offer meaningful operational leverage, improved consistency, and the potential for better consumer experiences — but TCPA compliance is a prerequisite for realizing that opportunity.

The 2008 FCC ruling remains foundational, but it no longer carries automatic judicial deference. That change does not eliminate opportunity; it demands stronger internal architecture for consent management.

The strongest position combines solid contract language with operational rigor: explicit consent terms, pass-through provisions, original-number-only calling, reassigned-number checks, litigious-debtor scrubs, and real-time revocation tracking.

AI voice agents are not inherently high-risk — undisciplined consent management is.

The opportunity remains substantial. With the right foundation, it is fully accessible.

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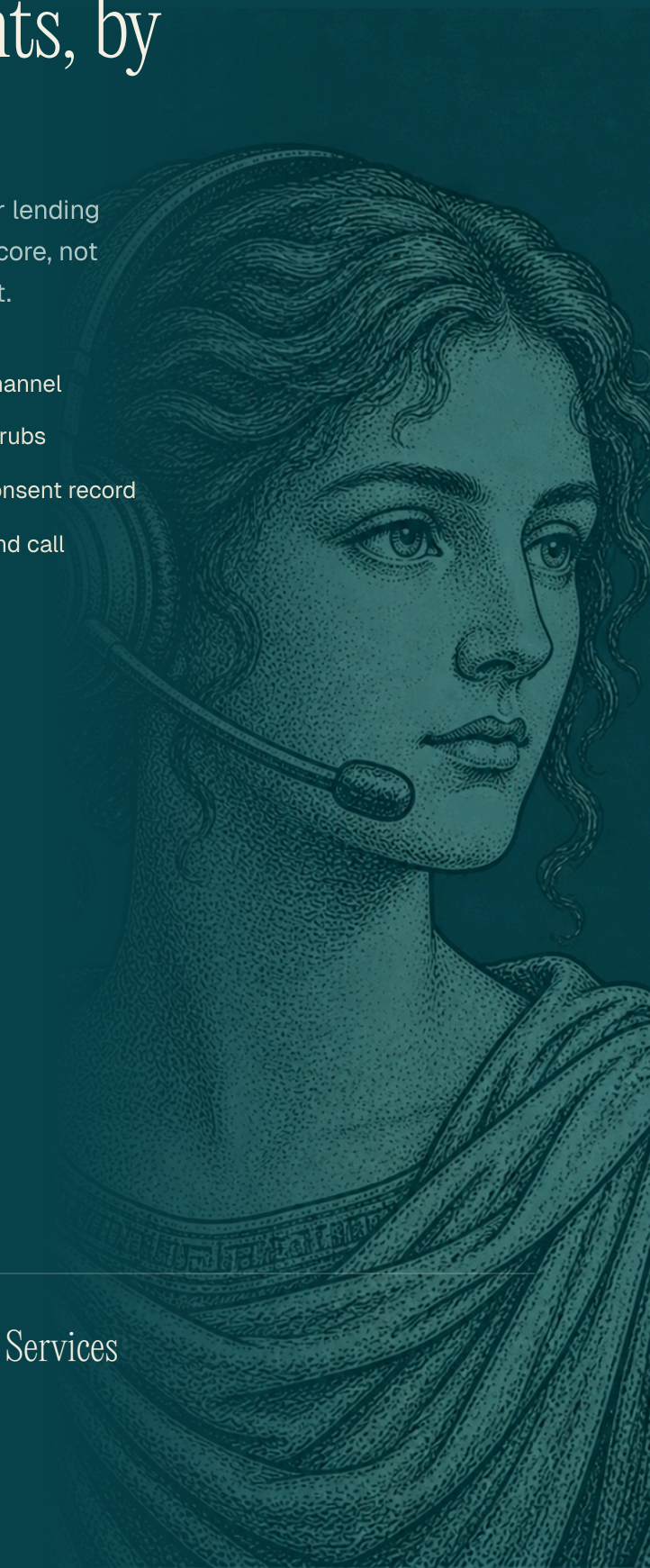
HOW VERITUS HELPS

Compliant AI voice agents, by design

Veritus builds AI voice, SMS, and email agents for consumer lending and collections — with consent management built into the core, not bolted on. The controls this paper describes are the product.

- ✓ Real-time revocation capture and suppression across every channel
- ✓ Automated reassigned-number checks and litigious-debtor scrubs
- ✓ Original-number-only dialing with full data lineage from the consent record
- ✓ A complete, producible audit trail for every consent decision and call



Veritus: AI Communications Platform for Financial Services

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APPENDIX

Key case-law reference

CASE	COURT	KEY HOLDING
Baisden v. Credit Adjustments, Inc., 813 F.3d 338	6th Cir. 2016	Pass-through consent; assignment language requirements
Mais v. Gulf Coast Collection Bureau, Inc., 768 F.3d 1110	11th Cir. 2014	Pass-through consent; assignment language requirements
Soppet v. Enhanced Recovery Co., LLC, 679 F.3d 637	7th Cir. 2012	Debt-purchaser consent; number provenance
Osorio v. State Farm Bank, F.S.B., 746 F.3d 1242	11th Cir. 2014	Debt-purchaser consent; number provenance
Gager v. Dell Financial Services, LLC, 727 F.3d 265	3d Cir. 2013	Revocation of consent
Perez v. Rash Curtis & Associates, No. 16-cv-03396	N.D. Cal.	$267M judgment; skip-traced-number liability
Reyes v. Lincoln Automotive Financial Services, 861 F.3d 51	2d Cir. 2017	Skip-traced-number consent limits
Rodriguez v. Premier Bankcard, LLC, No. 3:16-cv-2541	N.D. Ohio 2018	Skip-traced numbers rejected under broad consent

This white paper is provided for general informational purposes only and does not constitute legal advice. Organizations should consult qualified counsel regarding their specific TCPA compliance obligations.