Kayse

A KAYSE FIELD REPORT · 2026 EDITION

Texting Now Needs Its Own Yes

Why the carriers can shut your texting off mid-campaign, why your TCPA compliance won’t stop it, and the 5-point audit that closes the gap in 30 days.

For agencies, lead generators, and call centers. And for any firm that texts leads it did not collect.

16 PAGES · 12-MINUTE READ

INCLUDES A 1-PAGE AUDIT CHECKLIST

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NOT LEGAL ADVICE · KAYSE IS NOT A LAW FIRM

TWILIO ERROR

30897

“Campaigns rejected for disallowed content are ineligible for resubmission.”

Twilio Error & Warning Dictionary. The forbidden category list names **third-party lead generation**.

If you read nothing else.

Five things. Then decide whether the rest is worth twelve minutes.

1. **Lock 1 is TCPA contact consent. Lock 2 is SMS sending rights.** You have spent years getting Lock 1 right. Almost nobody in legal marketing has checked Lock 2. **Three carriers told us in August 2026 that they are now actively enforcing it.**
2. **The carriers do not allow a marketing agency or a lead generator to register as the sending brand.** Twilio's own error dictionary names third-party lead generation as disallowed content.
3. **A 30897 rejection cannot be resubmitted.** One attempt, spent permanently.
4. **A suspension takes down every campaign under that brand.** Not the one that got flagged. All of them, while your ads keep spending. And the carrier can bill you **$10,000** for it without a court, a plaintiff, or a warning.[21]
5. **This is fixable in about 30 days.** Not by arguing. By changing whose name is on the registration.

> **Start on page 11. That's the scorecard. Everything before it is why you should care. Everything after it is what to do.**

DOES ANY OF THIS APPLY TO YOU?

One question decides it: is the business that captured the lead the same business that sends the text?

ONE BUSINESS · YOU ARE PROBABLY FINE

A firm running its own ads, collecting on its own form, and texting under its own name. Lock 1 and Lock 2 point at the same entity. Register once and move on. Run the audit on page 9 anyway.

TWO BUSINESSES · THIS BOOK IS FOR YOU

The company that captured the lead is not the company that sends the text. Agencies, lead generators, and call centers live here. So does a law firm texting leads a vendor collected for it.

The thing nobody in this industry is checking.

You know the TCPA. You have a consent checkbox. You may even pay for TrustedForm certificates on every lead. If someone asks whether you are compliant, you have a real answer, and it is a good one.

Here's the hard truth: none of that is what the carriers are looking at.

LOCK 1

TCPA CONTACT CONSENT

Did this person agree to be contacted?

Captured on your lead form.
Judged by courts, sometimes years later.

YOU ALREADY HAVE THIS KEY

≠

LOCK 2

SMS SENDING RIGHTS

Is your business cleared to text them?

Needs its own SMS opt-in and a registered brand.
Enforced by the carriers the moment you hit send.

YOU MOST LIKELY DO NOT HAVE THIS YET

Two locks. Two rulebooks. Turning the Lock 1 key harder will never open Lock 2.

No longer allowed: the carriers will not accept a lead generation company as the registered sender. They reject the business during carrier vetting, and a vetting rejection cannot be resubmitted.

THREE WORDS THAT DO NOT MEAN WHAT YOU THINK

Brand
The registry record naming the business that sends the text. Nothing to do with your logo.

Campaign
The registry record describing the texting program. Nothing to do with your ad campaign.

A2P 10DLC
The system US carriers use to approve business texting from normal 10-digit numbers.

> **"A campaign that satisfies the requirements of the TCPA may still fail to clear the registration and vetting processes required to send messages through carrier networks."**
>
> HOLLAND & KNIGHT, MAY 2026 [1]

Nothing in the rulebook. That's the part people get wrong.

June 2020	**AT&T Code of Conduct:** "Consumer consent may not be bought, sold, rented, or shared." Prohibited campaign types include lead generation campaigns that indicate sharing collected information with third parties.[2] T-Mobile publishes the same principle.[3]
May 2023	**CTIA Messaging Principles §5.1.2.2:** a consumer opt-in "should not be transferable or assignable" and "should apply only to the campaign(s) and specific Message Sender for which it was intended or obtained."[4]
Sept 1, 2023	Carriers stop slowing down unregistered business texts and begin **blocking 100% of them.** Error 30034. You are still billed for the blocked messages.[5]
Jan 24, 2025	The Eleventh Circuit vacates the FCC's one-to-one consent rule.[6] That rule existed to stop one opt-in being used to text on behalf of dozens of sellers. The FCC has since removed it from its books, so there is no federal rule on this today. The industry celebrates. **Not one word of the carrier rules changes:** carrier rules are private business policy and cannot be litigated away.
Apr 13, 2026	**Twilio Messaging Policy, current version:** "You are prohibited from using the Twilio Messaging Services if you buy, sell, rent, or transfer consent to or from your affiliates or any other party."[7]
Jun 30, 2026	Campaign registration begins **hard-requiring a working privacy policy URL and a terms and conditions URL.** Two new rejection codes, 30933 and 30934. The opt-in page is now part of the registration itself.[23]

The rules are six years old. What changed is that the vetting became automated, the enforcement became real, and the legal vertical. The most valuable texting audience in the country. Became worth looking at.

It's not a new rule. It's an old rule that finally has teeth.

August 2026. Three separate carriers told us directly that enforcement against agency and lead-generator registrations is now active. That is reported to us in conversation, not published policy, and we flag it as such. Everything else on this page is documented and footnoted.

Most compliance problems are recoverable. Not this one.

Twilio error **30897 (Campaign vetting rejection, Disallowed Content)** lists the forbidden categories. High-risk financial services. Third-party debt collection and credit repair. Gambling. Federally illegal substances.

And **third-party lead generation services.**[8]

Now read error **30033**. When a brand is suspended, "the associated Brand is suspended, which also suspends every campaign attached to that Brand." Try to move those messages to a different campaign to keep working, and Twilio warns you risk **account termination**.[9]

Here is why this reaches you even when your content is clean. When the agency is the registered entity, the campaign *is* a third-party lead generation campaign in the carriers' view, because the registered sender is not the business the consumer will hear from.

> **THE REJECTION, IN A PROVIDER'S OWN PUBLISHED WORDS**
>
> "Brand associated with or **website** references lead generation or affiliate marketing which is prohibited by mobile operators."[30]
>
> Amazon publishes that rejection string. Sinch publishes the same finding as code CR2012.[31] Read what it names. Your brand and your website. Not your message.

Same leads. Same messages. The only difference is whose name is on the registration.

> *I asked a tier-one carrier contact how long agencies have. The answer wasn't a date. It was:* **"It is not a question of if. It is a question of how soon."**

You do not get to test this. There is no low-cost experiment here. Lock 2 opens once, and it only opens one way.

"But we have TrustedForm."

I want to be careful here, because this is where most vendors in my position start swinging at a good product to sell their own.

TrustedForm is excellent. Use it.

ActiveProspect certifies more than **2.5 billion leads a year across 40,000+ sites.**[10] When a demand letter shows up eighteen months after a lead came in, the difference between a five-figure nuisance settlement and a one-email resolution is usually whether you can produce an independent, timestamped, third-party record of that person clicking.

A row in your CRM that says `consent = true` is your word for it. A certificate is not. In April 2025 a federal court granted summary judgment to ActiveProspect and Prudential on the wiretap theory that had been hanging over session replay.[11]

If you are buying or selling legal leads and you are not certifying *and retaining* them, fix that before you finish this page. Default retention is 90 days. After that the certificate is gone permanently.[12]

Now the part it was never built to solve.

A certificate proves **Lock 1**: a consumer consented. It says nothing about **Lock 2**: **which business is allowed to text them.**

If your form says a "network of partner firms" may contact the consumer, the certificate is a flawless, tamper-resistant, court-ready record. Of a consent that names no Message Sender.

The certificate is not defective. It is answering a question the carriers did not ask.

There is no field on a Campaign Registry brand record for a consent certificate. There never was.

> **It's not that TrustedForm is wrong. TrustedForm opens Lock 1. You are standing at Lock 2, SMS sending rights.**

The four setups that fail.

Every legal marketing operation I have looked at runs one of these. Find yours. A firm that collects and texts under its own name can still land in the fourth.

None of it depends on which platform you send through. They all sit on top of the same carrier rules and the same registry. Changing vendors does not change the answer, and they say so in their own words:

SINCH[24]
"Any third-party use cases are strictly forbidden."

AWS[25]
"Consent is non-transferable between brands."

KLAVIYO[26]
"A single consent cannot be provided to multiple brands."

BIRD[27]
"Shared number originators are NOT allowed."

01

The agency is the brand

You registered your own EIN and text on behalf of every firm you serve. This is the direct path to a disallowed content rejection, the one with no resubmission.

02

The network opt-in

Your form collects consent for "our partner attorneys." Lock 1 passes: defensible after the Eleventh Circuit. Lock 2 fails. CTIA §5.1.2.2 ties opt-in to a specific Message Sender.[4]

03

The borrowed brand

You send under one client's registered brand for leads going to several firms. That is transferred consent. Prohibited in plain language by AT&T, T-Mobile, CTIA and the messaging policy of whoever actually sends your texts.

04

"Our platform handles it"

A registration went through once, so you assume you are safe. Even HighLevel, the platform most white-label agencies run on, tells its own users to register "the actual brand that will be sending messages to consumers," not "your marketing agency or software company's information."[28]

RED FLAG **If you cannot name, right now and from memory, the exact legal entity on the brand registration behind your outbound texts, you are in one of these four.**

Three layers of exposure. Only one of them needs a plaintiff.

01 THE CARRIER BILLS YOU

T-Mobile pass-through fees. No court, no plaintiff, no discovery, an invoice.

$10,000

Text-enabling a number and sending **"prior to the verification of message sender ownership and/or letter of authorization."**[21]

$10,000

Per unique instance, on **"the third or any subsequent notification"** of content violating the T-Mobile Code of Conduct.[21]

$1,000

Program evasion. Snowshoeing, dynamic routing, unauthorized number replacement.[21] *This is what routing around a rejection looks like to a carrier.*

$2,000 / $1,000 / $500

Tiered fee for **every Sev-0 violation issued**: phishing, illegal content,

02 A PLAINTIFF COLLECTS

Statutory damages under the TCPA. Slower, but uncapped.

$500 / message

Trebled to **$1,500** for willful or knowing violations. **No cap.** 47 U.S.C. § 227(b)(3).[18]

$10.5M

Kaiser's 2025 text settlement. 73,327 class members at $143 each.[19]

+112%

Growth in TCPA class actions, Q1 2025 vs. Q1 2024. 507 filings, up from 239.[20]

No new rule is needed here. The statute is old, and the plaintiffs' bar is busy.

03 YOU PAY IT YOURSELF

The quiet one. Ads keep running while the phone is unplugged.

$9.87 CPC · $131.63 CPL

Attorneys & Legal Services. **#1 of every industry measured, on both.**[13]

$2,500–3,000

Real plaintiff / mass tort cost per **signed case**, at $700–1,500 per lead.[14]

100×

Drop in odds of contacting a lead at 30 minutes vs. 5.[15] An hour's delay is **7×**; a day is **60×**.[16]

Median law firm response time is already **13 minutes**: and **26% never respond at all** inside seven days.[17]

Layer 2 needs a plaintiff. Layer 3 needs a mistake. Layer 1 needs neither. The carrier just bills you.

These are pass-through fees on your account, assessed by a private company under a contract you already signed. There is no notice period, no filing, and nobody to negotiate with.

You can close this in 30 days.

Everything up to here was the diagnosis. Here is the part that matters more.

This is not a rebuild. You are not changing platforms, rewriting funnels, or firing anyone. You are changing **whose name is on the registration.**

30	5	2
DAYS	CHECKS	DOCS PER CLIENT

Most registrations approve in about five business days. No one can promise you an approval or a date. Anyone who does is lying to you. But this is a weeks problem, not a quarters problem.

Read the next four pages standing up. They are shorter than the four before them, and they are worth more.

The 5-point sending rights audit.

LOCK 1 · TCPA CONTACT CONSENT
Who the person **agreed to hear from**. More than one business can be named, as long as the person can see the names on the page.

LOCK 2 · SMS SENDING RIGHTS
Which business is **cleared to text**. One registered sender at a time, matching the name on the message. Never shared, never transferred.

#	Check	Result	Criterion
1	LOCK 2 **Name the registered entity.** Open your messaging console. Find the brand behind your outbound numbers. Write down the legal name and EIN.	PASS	It is the business the consumer chose.
		FAIL	It is you, or one client covering many.
2	LOCK 1 **Read your opt-in language out loud.** Are the businesses named, or hidden behind a label?	PASS	Every business that may contact them is **named where the person can read it**. More than one name is fine.
		FAIL	"Partners," "affiliates," "a firm in our network," or a link to a list the person never sees.
3	LOCK 2 **Check that SMS consent stands alone.** One checkbox, one purpose.	PASS	Separate, unchecked SMS box linking to both Terms and Privacy Policy, with the carrier-liability line.
		FAIL	SMS bundled with calls and email.
4	LOCK 2 **Scan your privacy policy for sharing language.** Carriers reject on sight.	PASS	An explicit statement that text opt-in data is never shared.
		FAIL	Anything else.
5	LOCK 1 + LOCK 2 **Trace one live lead end to end.** Pick a lead that went to three firms. Which registered brand sent each text?	PASS	You can answer in under a minute.
		FAIL	You cannot answer at all.

DO THIS Sixty minutes this week runs all five. Nothing here requires a vendor, a lawyer, or a budget.

The scorecard.

Answer yes or no. One point per yes. If you collect and text under one name, count items 3, 8, and 9 as yes.

- ☐ **1.** I can name the legal entity on my brand registration from memory.
- ☐ **2.** That entity is the business the consumer chose, not my company.
- ☐ **3.** Every downstream firm we text for has its own registered brand.
- ☐ **4.** My SMS consent checkbox is standalone and unchecked by default.
- ☐ **5.** My consent language names the actual businesses, not a network.
- ☐ **6.** Both Terms and Privacy Policy are linked at the consent checkbox.
- ☐ **7.** No page tied to my text program mentions sharing or selling data.
- ☐ **8.** I have a signed authorization on file from every business I text for.
- ☐ **9.** My lead distribution layer passes a registered brand identifier downstream.
- ☐ **10.** If a carrier audited me tomorrow, I could produce the file in a day.

0–3

Exposed

You are running on a registration that will not survive review. Do not submit anything new until you have talked to someone. **Book the call.**

4–7

Partially covered

Lock 1 is probably fine. Lock 2, SMS sending rights, is not. This is where most of the legal vertical sits. **The webinar is built for you.**

8–10

Defensible

Verify item 9 with your own eyes, then keep going. You are in the top few percent of this industry.

The architecture that works.

There is exactly one structure the carriers support. It is not clever. It is just correct.

Registering *on behalf of* your clients is not the problem. It is the sanctioned model, and every major provider documents it. The problem is registering *yourself* as the brand. Bandwidth says it plainly to resellers: "the EIN and company information should reflect the message sender, not necessarily you as the reseller."[29]

THREE THINGS THAT WILL NOT SAVE YOU

A clean marketing use case. The finding attaches to the brand and the website, not the wording.[30] **Your privacy policy.** Any business whose policy or terms mention sharing or selling opt-in data is noncompliant,[32] and since June 30, 2026 the policy URL is a required registration field.[23] **A new name.** A white-label site built only to collect opt-ins is itself a disallowed campaign type.[33]

We have run this process. Every statement here is drawn from published provider policy, not private guidance.

Each downstream firm is its own brand.

Its legal name. Its EIN. Its own campaign. The consumer sees the name of the business they actually picked, which is also why this outperforms. Replies go up when the name on the message matches the name on the form.

The agency keeps the platform.

One dashboard. One bill. All campaigns. All reporting. You do not lose operational control, and that is the part agencies actually fear, not the paperwork.

The distribution layer does the routing.

Your lead distribution system already knows which firms a lead goes to. It passes the registered brand along with it. One lead can go to five firms. Each just needs its own registration.

The lead is yours to sell. The permission never was.

A phone number is information, so it can be copied. Permission is not. The person gave it to **one business, by name**, and every firm that texts needs its own.

THE PER-CLIENT ASK

1 signed authorization

5 business details

Plus whatever supporting documentation a provider asks for later. Keep the opt-in screenshots.

Start with two or three clients you have good relationships with. Get them live, then work down the list. Converting your whole book at once is what makes this feel impossible, and it is why most agencies never start.

What to do Monday morning.

#	ACTION	OWNER	TIME	DONE WHEN
1	**Run the 5-point audit on page 9.**	You	60 min	Five written answers. Pass or fail
2	**Score yourself on page 10 and send it to your ops lead.**	You	10 min	A number you both agree on
3	**Pull your live opt-in form and screenshot it.**	Marketing ops	20 min	Screenshot saved, per brand
4	**Pick your three highest-spend clients.**	You	15 min	Three names on a list
5	**Ask your platform: which legal entity is on our brand registration?**	Ops	1 email	You have the answer in writing

Five items. Under two hours. If item 5 comes back with your own company name on it, stop reading and get on a call today.

What this does not fix.

I would rather tell you now than have you find out later.

This does not scrub your DNC list.

The federal scrub is yours. No platform does it for you, and any vendor who tells you otherwise is selling something that does not exist.

This does not deliver proof of consent.

TCPA contact consent (Lock 1) is captured on your forms, by your process, with your tooling. Registration does not verify it and never claimed to.

This does not clean up purchased lists.

If a list was bought, there is no registration that makes it sendable. That is a different problem, and it does not have a good answer.

This is not legal advice, and I am not an attorney.

Everything here is documented carrier and registry policy, cited on the next page. Your counsel signs off on your program. If your counsel disagrees with something in here, **your counsel wins.**

This does not cover state bar advertising rules.

Your firm clients own that.

Naming the limits is not weakness. It is the only way you can trust the rest of it.

14 · WHAT TO DO NEXT

Two ways forward.

PRIMARY

Your Next Text Campaign Could Be the One That Gets Shut Off

A live webinar for legal marketers on the carrier rules now being enforced.
45 minutes: 30 of content, 15 of live Q&A.

You leave with the exact registration structure the carriers support, the four failure patterns and how to tell which one you are in, and a written audit checklist you can run against every client in your book.

On the panel: an independent attorney who advises plaintiff firms, legal marketers and intake call centers on TCPA and texting. **He works with businesses like yours, not against them.** The last 15 minutes are live Q&A. Ask him anything, no charge and no engagement.

SAVE MY SEAT FOR THE LIVE WEBINAR →

OR SKIP THE WEBINAR

The Texting Readiness Check

Free, 20 minutes, before your next campaign runs. You bring one client. We look at the actual registration behind it, and I tell you what I see.

You leave with a **written exposure map**: brand by brand, pass or fail, in plain language. No charge, no contract, no card.

And I will tell you on that call which of your clients we cannot help with, and why. If a firm will not sign an authorization or cannot produce a real opt-in form, there is no registration path for them, and you should hear that before you spend a dollar.

BOOK A FREE TEXTING READINESS CHECK →

THE STANDARD WE HOLD OURSELVES TO

Signed authorization in before noon, and that brand is **filed with the carriers within one business day.** Not queued. Filed. We pay for a dedicated carrier escalation channel to make that possible, and **most registrations approve in about five business days.**

We will never guarantee an approval or a date. The carriers decide that, not us. What we guarantee is our own clock.

Dan Jacobs
Co-Founder, Kayse. Built the Oil Claim Calculator, used on $2B+ in Deepwater Horizon claims. Founded and sold Law Ruler.

You will either close this gap now, on your terms, or later, on a carrier's.

Every claim in this document, sourced.

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