

Funnel Leasing, Inc.
1115 Gunn Highway
Suite 201
Odessa, FL 33556

February 27, 2026

ROBOCALL MITIGATION PLAN

Introduction and Background

The Federal Communications Commission (“Commission” or “FCC”) has directed voice service providers, as defined in the Commission’s rules, to upload a Robocall Mitigation Plan to the Robocall Mitigation Database that describes the specific reasonable steps the provider has taken to avoid, as applicable, the origination, carrying, or processing of illegal robocall traffic as part of its robocall mitigation plan. The FCC’s rules contemplate that the provider’s plan should describe how it “complies with its obligation to know its customers pursuant to § 64.1200(n)(4), any procedures in place to know its upstream providers, and the analytics system(s) it uses to identify and block illegal traffic, including whether it uses any third-party analytics vendor(s) and the name(s) of such vendor(s).” 47 C.F.R. § 64.6305(d)(2)(ii). The Commission has acknowledged, however, that, “we do not currently require [] providers other than gateway providers to engage in ‘know-your-upstream-provider’ procedures, [but] if they have put such procedures in place, they must be documented in their robocall mitigation plan,” and that “we do not specifically require providers to use call analytics.”¹ This Robocall Mitigation Plan (“RMP” or “Plan”) is being filed by Funnel Leasing, Inc. (“Funnel Leasing”) in accordance with the above-referenced requirements.

Entities Covered by Filing and Funnel Leasing’s Services

Funnel Leasing, the entity covered by this Plan, is a Software-as-a-Service customer relationship management application and platform provider to multifamily property owners and property managers. Funnel Leasing’s renter management platforms include integrated communications tools, which include a voice component that facilitates outbound voice calls by properties to tenants and prospective tenants. Funnel Leasing is submitting this Plan in accordance with the FCC’s rules applicable to voice service providers to the extent the provision of this outbound voice calling feature among Funnel Leasing’s integrated service offerings could be deemed a “voice service” as defined in the Commission’s Robocall Mitigation rules.

STIR/SHAKEN Implementation Extension and Exemption

Funnel Leasing has contracted with third-party providers, Twilio Inc. (“Twilio”) and RingSquared Telecom LLC (“RingSquared”), to originate, transmit, and facilitate termination of outbound calls initiated by its clients as well as, together with one other carrier, obtain telephone

¹ *Call Authentication Trust Anchor*, Sixth Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 17-97, FCC 23-18, ¶ 40, n. 155-56 (2023).

numbers used by its clients in originating such calls to tenants and prospective tenants. Funnel Leasing, however, does not itself originate calls on the public network, or have control over the relevant network infrastructure such as switching and interconnection core functionalities necessary to implement STIR/SHAKEN, as described under 47 C.F.R. § 64.6301. In addition, Funnel Leasing does not have an Operating Company Number (“OCN”) from the National Exchange Carriers Association (“NECA”), which is typically obtained by carriers and providers to facilitate the exchange of information and traffic. Funnel Leasing also does not meet the requirements to receive, and has not received, a Service Provider Code (“SPC”) Token under the Secure Telephone Identity Governance Authority’s Token Access Policy.

As such, Funnel is exempt from the STIR/SHAKEN implementation requirement and subject to the indefinite STIR/SHAKEN implementation extension under 47 C.F.R. §64.6304(b).² Funnel Leasing understands, moreover, that Twilio and RingSquared have obtained the necessary SPC Token, and Twilio and RingSquared have implemented STIR/SHAKEN attestation rules and technical requirements for voice communications initiated by Funnel Leasing’s clients that originate on their networks.

“Know Your Customer” Standards

As part of its client-onboarding process, Funnel Leasing undertakes various commercially reasonable precautions to verify a given client’s identity and bona fides as part of entering into enforceable contracts, as detailed below, with such clients. Its clients are limited to entities that are multi-family property owners and managers. In addition, in obtaining phone numbers through Twilio used by its clients, Funnel Leasing is required to go through a comprehensive “know your customer” registration process for each client and phone number obtained so that Twilio can itself verify the identity and bona fides of Funnel Leasing’s clients. Funnel Leasing has also submitted to a Know Your Customer registration process with RingSquared.

Additional Robocall Mitigation Capabilities

Funnel Leasing understands that Twilio and RingSquared are listed in the FCC’s Robocall Mitigation Database, and they have implemented technical and operational processes, including analytics software, to monitor all traffic on their networks. Funnel Leasing further understands that both providers authenticate and attest to Funnel Leasing client calls originated on their respective networks at the applicable levels, in accordance with STIR/SHAKEN.

Funnel Leasing also has a documented, verified relationship between the originating client and the telephone number(s) used to originate its calls. Funnel Leasing’s clients cannot use other telephone numbers to originate traffic via the Funnel Leasing platform other than those that are assigned by Funnel Leasing to the client. Funnel Leasing also has procedures in place to ensure proper caller ID practices by its client users.

² See *Call Authentication Trust Anchor, et al*, Report and Order and Further Notice of Proposed Rulemaking, WC Docket No. 17-97, No. 20-67, FCC 20-42, ¶ 40 (2020); see also *Call Authentication Trust Anchor*, Second Report and Order, WC Docket No. 17-97, FCC 20-136, ¶ 20 (2020); see also *Call Authentication Trust Anchor*, Eight Report and Order, WC Docket No. 17-97, FCC 24-120, ¶ 8 (2024).

In addition, Funnel Leasing's clients do not have the functional ability to use its renter management platform for robocalling. To access the platform, the user must use its log in credentials, and must be authenticated before accessing the platform. Additionally, the platform permits the user to place a single call at a time, thereby restricting users from initiating calls to multiple phone numbers simultaneously (i.e., users can only engage in one-to-one calling).

Contractual Terms and Conditions

Funnel Leasing is subject to provisions in its enforceable contracts with Twilio and RingSquared that require Funnel Leasing and its clients that transit traffic over Twilio's and RingSquared's network to take all necessary steps to prevent illegal activities, including robocalling, on their networks.

Of relevance to robocall mitigation, in its Client SAAS Agreement, and appended Data Security Addendum, and Third Party Terms agreed to by Clients:³

- Clients agree that they will only provide access to Funnel Leasing's services to any person or entity who is a client employee or contractor (and to property residents and prospective residents applicable to Funnel Leasing's services not relevant to outbound voice), and that they will ensure that no authorized user will use Funnel Leasing's services other than in accordance with all applicable laws and regulations. Clients are required to implement and maintain the appropriate administrative, technical, and organizational measures and safeguards to prevent the loss or unauthorized use of any login credentials required to access Funnel Leasing's systems and services, and are required to promptly report any known or suspected loss or unauthorized use of such login credentials or any other breach of security. Clients are also contractually responsible for any loss or unauthorized use of their login credentials and any activity occurring under a client's account using a client's login credentials.
- Clients agree that they will comply with all applicable federal, state, local and other laws, ordinances, regulations, rules and codes applicable in connection with its activities including, without limitation, relating to privacy, data protection, confidentiality, and security.
- Clients agree that they will comply with, and ensure that each authorized user complies with the TCPA and its implementing regulations, any applicable federal or state law requirements related to making or sending communications via phone call, the Telemarketing Sales Rule, mobile carrier requirements, and all applicable laws related to caller identification. Clients also agree that they are responsible for maintaining an accurate and complete record of the status of a third party's consent, revocations of consent, and any Do Not Call obligations, including the language consented to and the date of consent and revocation, as applicable, and that all such records are retrievable.

³ Legacy clients of a renter management platform provider whose assets Funnel Leasing acquired in 2025, are in the process of being made subject to similar terms to those in the referenced Agreement, Addendum, and Terms.

- Clients' use of Funnel Leasing's services is subject to, as applicable, Twilio's [Terms of Service Agreement](#) and [Acceptable Use Policy](#) and RingSquared's [Acceptable Use Policy](#). This requires clients to agree that Funnel Leasing's services shall not be used to violate law, regulations, governmental orders, or industry standards. In addition, Twilio's AUP requires that Funnel Leasing clients (a) obtain any required consents prior to transmitting, recording, collecting, or monitoring data or communications; and (b) comply with opt-out requests for any data or communications. Furthermore, in accordance with Twilio's and RingSquared's policies, Funnel Leasing's services shall not be used to transmit any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, or objectionable.

Traceback Requests

Funnel Leasing commits to respond to traceback requests and to cooperate with investigating and stopping illegal robocalls as necessary. Funnel Leasing will respond to traceback requests received from the Industry Traceback Group, state and federal regulators, including the FCC, and law enforcement within 24 hours as required under FCC rules. Funnel Leasing will dedicate sufficient resources to provide timely and complete responses to such requests and will investigate suspicious activity found by its monitoring systems or reported to it by appropriate parties and take appropriate action as necessary.