Federal communications laws do not preempt warranty and consumer protection claims regarding the sale of a cellular telephone that could only work on the provider’s network\footnote{341} or that allegedly emitted harmful radiation.\footnote{374} But another court held that federal law preempted warranty and consumer fraud claims based on a wireless carrier’s failure to deliver the promised level of connectivity, on the theory that these claims related to market entry and rates, which the federal law specifically preempts.\footnote{375}

**Footnotes**


376 \footnote{343} \textit{In re} Apple iPhone 3G Products Liab. Litig., 728 F. Supp. 2d 1065 (N.D. Cal. 2010).

**Source:** National Consumer Law Center, Consumer Warranty Law [5th ed.], updated at www.nclc.org/library

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