

Cell Phone Contract Breaker: Learn How to Break Your Cell Phone Contract and Move to a Better Carrier, Not a Book but an Advertisement

LARRY JACOBS, CELL PHONE CONTRACT BREAKER: LEARN HOW TO BREAK YOUR CELL PHONE CONTRACT AND MOVE TO A BETTER CARRIER (2014).

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“Breaking your cellphone contract is pretty much like playing a chess game with an opponent. You need a strategy just like in chess. You execute your strategy one step at a time. As in chess[,] your next move is up to what your opponent does. You really can't predict what your opponent will do. If you stick to your predefined rules[,] you can't lose on a technicality. If your opponent makes a strategic error[,] you can exploit it to your full advantage. Then you will have a victory.”¹

In one form or another, many consumers experience disgruntlement by one common source: their individual cell phone contracts. Customers who are frustrated enough to choose to break their cell phone contracts, however, are often charged with early termination fees. Larry Jacobs offers a solution to this popular problem in his book, *Cell Phone Contract Breaker: Learn How to Break Your Cell Phone Contract and Move to a Better Carrier*. As described in the above quote, Jacobs analogizes the process of cell phone contract breaking to a strategic game of chess, in which the disgruntled customer must continue to abide by the contract while patiently waiting to exploit a provider-side breach.

¹ LARRY JACOBS, CELL PHONE CONTRACT BREAKER: LEARN HOW TO BREAK YOUR CELL PHONE CONTRACT AND MOVE TO A BETTER CARRIER 21 (2014).

Author Larry Jacobs is the Founder and Editor of *Traders World Magazine*.² He holds a Bachelor of Science and Master's Degree in Business. As a former stock and futures broker in a major brokerage company, Jacobs gained 24 years of experience in the financial industry. Focusing on trading, he has authored seven trading books, such as *How to Make Time and Price Overlays*, *W.D. Gann in Real-Time Trading*, and *Elliott Wave Masters*, and has placed first in the 2001 Robbins World Cup Trading Championship (Stock Division).³

This book explores the fields of contract law and consumer law as it pertains to cell phone contracts. Although the Table of Contents outlines thirty short sections, the book is really divided into two parts. In the first half of the book, Jacobs describes the tedious cell phone contract breaking process and addresses consumers' common concerns in switching carriers. In providing a solution, Jacobs introduces a service known as CellBreaker, whose software automates the process of breaking a cell phone contract without termination fees.⁴ By the second half, it is abundantly clear that the purpose of the book is aimed towards advertising CellBreaker and ChitChatMobile as an alternative wireless carrier.

In the first few sections, Jacobs emotionally hooks the reader by spurring resentment towards unwanted cell phone contracts and the resulting early termination fees. Jacobs then guides the reader through the Federal Communications Commission ("FCC") steps of submitting a port request to keep an individual's cell phone number when initiating the switch to another carrier.⁵ Then swiftly, the reader is introduced to CellBreaker's service in "easing" and expediting the contract breaking process by providing letter templates and tracking the wireless

² See *Larry Jacobs Biography*, AMAZON, archived at <http://perma.cc/K4ZR-86FT> (noting that Jacobs started the financial magazine in 1978, which was originally named *The Gann & Elliott Wave Magazine*). 12,000 issues are distributed quarterly across North America.

³ See *id.* (listing the author's accomplishments).

⁴ See JACOBS, *supra* note 1 at 13 (introducing CellBreaker and its services in assisting consumers to break their cell phone contracts).

⁵ See JACOBS, *supra* note 1 at 10-12 (outlining the FCC steps in submitting a port request).

service provider's changes to the essential terms of the contract.⁶ Any such material changes without consent from the customer results in a breach of contract by the provider, to which the customer must communicate an objection.⁷ In filing a complaint, the reader is instructed to "invoke some authority power over the carrier" with a consumer protection agency, such as the FCC, the Federal Trade Commission ("FTC"), the Better Business Bureau, or the State Attorney.⁸ Again, CellBreaker's services are offered by providing an archive of orders for the consumer to choose from to state his or her case. Following through these steps, the reader soon realizes that the author's intent is not so much teaching consumers how to leave their wireless carriers, but rather advertising CellBreaker and its services.

Cell Phone Contract Breaker: Learn How to Break Your Cell Phone Contract and Move to a Better Carrier seems to target general consumers. Although marked by minor grammatical hiccups, Jacobs structures the book smoothly, transitioning from a brief overview of how to break a cell phone contract to coaxing the reader to sign up for CellBreaker. Boasting both a success rate and money-back guarantee of 100%, Jacobs fails to provide any evidence of these figures nor does he go into detail of how CellBreaker's software actually works.⁹ He then goes on to present an alternate carrier service, ChitChatMobile, providing picture tutorials of how to sign up for both of these services.¹⁰ If the information provided thus far is unconvincing, one of

⁶ See JACOBS, *supra* note 1 at 13-16 (describing how CellBreaker's software tracks the wireless service provider's changes to the essential terms of the contract).

⁷ See JACOBS, *supra* note 1 at 18 (suggesting that the customer file an objection by using the letter templates provided by CellBreaker).

⁸ See JACOBS, *supra* note 1 at 19 (explaining that citing to orders from consumer protection agencies in the complaint exerts the necessary authoritative power in reaching a favorable result in eliminating early termination fees).

⁹ See JACOBS, *supra* note 1 at 17 (boasting CellBreaker's success rate of 100% at eliminating early termination fees for its customers); see also JACOBS, *supra* note 1 at 36 (describing CellBreaker's 100% money-back guarantee to its customers in getting them out of their cell phone contracts without paying the early termination fees).

¹⁰ See JACOBS, *supra* note 1 at 37-49 (showing the reader step-by-step how to sign up for CellBreaker and ChitChatMobile).

the last pages of the book provides promotional codes for both CellBreaker and ChitChatMobile.¹¹

There is no mistake that this book was not intended to be anything other than an advertisement. The book's title and back cover description is misleading, giving the audience the general impression that its purpose is to explain how to legally maneuver and circumvent unwanted cell phone contracts and their early termination fees.¹² The only convincing advice Jacobs offers is in seeking authority from a consumer protection agency and briefly discussing bargained-for exchange in stating network deficiency claims.¹³ Thus, this book cannot be said to have made any valuable contribution to the fields of contract law or consumer law. Disguised as a book, *Cell Phone Contract Breaker: Learn How to Break Your Cell Phone Contract and Move to a Better Carrier* is a façade for its latent intention as an advertisement.

Overall, Larry Jacob's *Cell Phone Contract Breaker: Learn How to Break Your Cell Phone Contract and Move to a Better Carrier* is mildly informative while unconventionally serving as an advertisement, preying on the vulnerability of the general consumer with no legal background. Because of the lack of detail and hard factual evidence, the legitimacy of the services provided by CellBreaker and ChitChatMobile is quite questionable. So too are the motives of the author, whose biographical information was rather difficult to verify.¹⁴ For these skeptical factors, it unfortunately cannot be recommended as a valid source of cell phone contract breaking information.

¹¹ See JACOBS, *supra* note 1 at 51 (providing a \$5.00 discount for CellBreaker and free activation with ChitChatMobile.com to readers).

¹² See JACOBS, *supra* note 1 (gaining the audience's attention without being truthful of its intentions and not mentioning CellBreaker or ChitChatMobile). "Are you tired of your current cell phone carrier? Want to get out of the contract without an early termination fee and switch to a better carrier without a contract? Now there might be a way to do it and you can learn about it in this book."

¹³ See JACOBS, *supra* note 1 at 31-34 (describing how to record data in evidencing a carrier's failure in meeting an implied, reasonable expectation of service, giving rise to network deficiency claims).

¹⁴ See AMAZON, *supra* note 2 (serving as the only available page with Larry Jacobs' biography with a simple web search meanwhile providing very little detail about the author itself).