



BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

FILED
7-18-16
04:59 PM

Shinil Frame USA, Inc., dba My Moulding,

Complainant,

vs.

Cbeyond Communications, LLC, dba Birch
Communications (U6446C),

Defendant.

C1607014 (ECP)

Case (C.)

Expedited Complaint Procedure
(Rule 4.5)

PART 2 OF 3 PARTS
(Attachment 1)

COMPLAINANT	DEFENDANT
Shinil Frame USA, Inc., dba My Moulding Attn: Ilhn Sup Shin, CEO 12145 E Mora Drive, Suite 12 Santa Fe Springs CA 90670 T1-562-298-4780 T2-714-396-8232 Email1: ebyun01@gmail.com Email2: master@mymoulding.com	Cbeyond Communications, LLC, dba Birch Communications Attn: Angela Howard, Paralegal, Legal and Regulatory 2323 Grand Blvd., Suite 925 Kansas City MO 64108 T1-816-300-1428 T2-866-502-4724 Email: angela.howard@birch.com

My Moulding

Shinil Frame USA Inc
(aka My Moulding)
12145 E. Mora Dr. Suite 12
Santa Fe Springs, CA 90670

Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Feb 11, 2016

REQUEST TO CONSIDER NEW EVIDENCE

Complaint number 375254

CAB representative: Mr. Chris Ackerman

Enclosed is the new evidence :

1. EVIDENCE 1: Copy of the letter from Shinil to Cbeyond indicating the date of contract to be October 12, 2013 which makes the 30 calendar days before the end of the 24th calendar month to be on or around September 1, 2015 and Shinil properly and timely gave written notice of intent to terminate and should not incur any early termination fee.

The letter states the end of the contract term as October 12, 2013 for the contract entered into between Shinil Frame USA (hereafter "Shinil") and CBeyond from the year 2010 to 2013. Shinil gave a timely notice to terminate the contract on August 2013 which Cbeyond accepted but persuaded Shinil to new favorable terms of the contract sending the addendum dated August 28th, 2013. A new contract was formed between Shinil and Cbeyond starting on or about September 2013 to October 2016. Both parties understood end of the contract term to be October in accordance to the billing cycle and for this reason Shinil was repeatedly told by Cbeyond representatives to give notice on September 1, 2015. The addendum date August 28, 2013 does not indicate the date of the contract which Cbeyond relies for the argument the notice was outside the 30 day time frame. Shinil and Cbeyond's date of contract began after October 2013 when the first payment to the new contract was rendered by Shinil after this date.

12145 Mora Dr., Unit 12 Santa Fe Springs, CA 90670
Tel: 877-374-8800 / 562-298-4780 | Fax: 877-374-8801 / 562-298-4657
master@mymoulding.com | www.mymoulding.com

My Moulding

REQUEST TO CONSIDER NEW EVIDENCE

Complaint number 375254

Therefore, Cbeyond knew the proper and timely notice should be given by September 1, 2015 which is the Shinil Frame USA Inc 30 calendar days before the end of the 24th calendar month and communicated this fact to Shinil from the very beginning and consistently held to this position. Thus Shinil waited till September 1, 2015 to give notice to Cbeyond. Shinil was led by Cbeyond representatives who are experts and have information regarding the original contract date and relied on their expertise for the date of notice as Sept 1, 2015 which is the 30 calendar days before September 30, 2015 and the notice was properly and timely given to Cbeyond. Thereby, Shinil disputes any and all to the account.

2. EVIDENCE 2: email agreement with renewal contract dated September, 2010
3. EVIDENCE 3: email between Cbeyond and Shinil
4. EVIDENCE 4: Receipt of first payment dated October after the first renewed contract.

Please review these evidence and call us if you have any questions. My direct line is 714-396-8232.

Sincerely,

Ilhn Sup Shin

12145 Mora Dr., Unit 12 Santa Fe Springs, CA 90670
Tel: 877-374-8800 / 562-298-4780 | Fax: 877-374-8801 / 562-298-4657
master@mymoulding.com | www.mymoulding.com



SHIN IL FRAME CO., LTD.

account.disconnects@
cbeyond.n

August 14, 2013

CBeyond
Attn: Account Disconnects

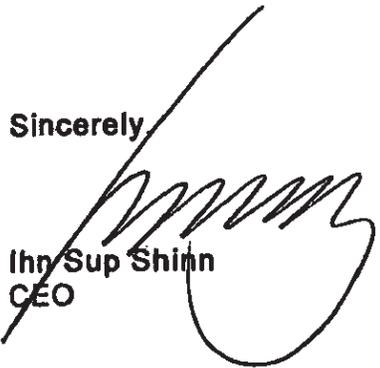
Dear Customer Service Representative,

This is a 30 day notice to terminate our contract for your services at the end of the contract term on October 12, 2013. We do not want our contract to be automatically renewed. We will no longer need your services. Thank you for the services thus far.

Please refer to the following information to proceed with the termination.

Account Name: **SHINIL FRAME USA INC**
Account Number: **66232**
Contact Phone Number: **562.298.4780**
Contact Person(s): **Ihn Sup Shinn**

Sincerely,


Ihn Sup Shinn
CEO

Evidence 1

12145 Mora Dr., Unit 12 Santa Fe Springs, CA 90670
Tel: 877-374-8800 / 562-298-4780 | Fax: 877-374-8801 / 562-298-4657
sarah@shinilframes.com | www.shinilframe.com

Yuri Zendejas

From: donotreply@cbeyond.net
Sent: Friday, August 30, 2013 11:09 AM
To: yuri@mymoulding.com
Subject: Cbeyond Customer: News about Your Cbeyond Service Request 1-2594434299

Dear Yuri Zendejas:

Your recent Service Request 1-2594434299 for Shinil Frame USA Inc has been resolved by Cbeyond Customer Support.

These are the resolution notes regarding this ticket:

A one-time credit of \$399 has been applied to your contract for contract renewal. This credit will be applicable through the life of your contract. Should you terminate your contract early, this credit will be reversed and applied to your account.

Please do not respond to this ticket for any new requests as this is an automated tool.

Go to www.cbeyondonline.net > Support > My Requests to open any new Requests/Troubles.

Cbeyond Customer Support

Evidence 2.

Yuri Zendejas

From: donotreply@cbeyond.net
Sent: Wednesday, September 04, 2013 2:40 PM
To: yuri@mymoulding.com
Subject: Cbeyond Customer: News about Your Cbeyond Service Request 1-2606823879

Dear Yuri Zendejas:

Your recent Service Request 1-2606823879 for Shinil Frame USA Inc has been resolved by Cbeyond Customer Support.

These are the resolution notes regarding this ticket:

It was a pleasure speaking with you today. Per your request lines 5622984784 5622984783 has been removed from your Cbeyond account. Please contact your phone vendor regarding any other internal changes that are needed. If you have any additional questions regarding your account, please log onto CBeyondonline.net.

Please do not respond to this ticket for any new requests as this is an automated tool.

Go to www.cbeyondonline.net > Support > My Requests to open any new Requests/Troubles.

Cbeyond Customer Support

Please return this coupon with your check made payable to Cbeyond to ensure proper credit.
 This remittance slip represents payment activity through the end of the billing cycle.
 For current payment status, please access My Billing center at www.cbeyondonline.net.
 Providing a check payment authorizes Cbeyond to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
 Please remember to include your Account Number on the check.



Due Date: October 21, 2013

Amount Due: \$67.90

Amount Paid: \$ 67.90

Account Number: 66232

Send Payment to:

Shinil Frame USA Inc
 12145 E MORA DR SUIT 12
 SANTA FE SPRINGS CA 90670-0000

Cbeyond
FILE 50326
Los Angeles, CA 90074-0326

0000000000000066232013102100000067901309300000141040310



Customer Name: Shinil Frame USA Inc
 Account Number: 66232
 Bill End Date: September 30, 2013
 Bill Due Date: October 21, 2013

Account Summary

Previous Activity

Previous Balance	\$-172.22
Payment Received - Thank You!	\$0.00
Total Credits and Taxes	\$0.00
Past Due	\$0.00
Balance Forward	\$-172.22

Current Activity

Service Charge	\$222.67
Adjustments	\$0.00
Finance Charge	\$0.00
Taxes and Fees	\$17.45

Total Current Charges \$240.12

**Current Charges Due By \$240.12
October 21, 2013**

Total Outstanding Balance \$67.90 **

PAID

CK. NO. CL
 DATE 10/3

Please Note: This is your remittance page only. This is NOT your entire bill. To view your entire bill, logon to "www.cbeyondonline.net".

Finance Charge Reminder: a 1.5% additional charge will apply to any unpaid balance carried over after OCT 21, 2013.

Cbeyond is your provider of local, long distance and Internet services.

Evidence 3.



Account Summary

Account Number:	66232
Past Due Please Pay Immediately:	\$0.00
Balance Forward:	\$0.00
Billing Period:	09-01-2013 - 09-30-2013
Monthly Charges:	\$67.90
Due Date:	10-21-2013
Total Due:	\$67.90

Your current charges are displayed below. For complete billing details and to manage your account and your services, please login to CbeyondOnline.

login to CbeyondOnline

Current Bill Summary

Monthly Charges for 10/01 - 10/31		Amount	
BeyondVoice™ Office Edition		\$425.00	^{1, 2, 3}
Customer Loyalty Discount		\$-200.00	
Special Pricing Discount		\$-26.00	
Web Hosting (Unlx) - Included		\$0.00	
Total Monthly Charges		\$199.00	
Package Usage	Total Usage*	Amount	
Long Distance/Toll Free/Mobile/Conference Calling	606.6 min	\$0.00	**
Total Package Usage Charges		\$0.00	
Other Usage		Amount	
Secure Backup	5.0 GB	\$0.00	⁵
International Long Distance/Toll Free	60.1 min	\$5.06	
Extended Offshore Long Distance	1.6 min	\$0.00	
Total Other Usage		\$5.06	
Other Charges		Amount	
Federal Cost Recovery Fee		\$18.61	⁴
Total Other Charges		\$18.61	
Taxes and Fees		Amount	
911 Service Fee		\$0.56	
California Advanced Services Fund		\$-0.10	

Monthly Charges for 10/01 - 10/31	Amount
California Relay Service	\$-0.52
City Utility Users Tax Charge	\$8.92
County Sales Tax	\$0.50
Federal Universal Service	\$8.11
State Excise Tax	\$-0.26
State High Cost Fund Surcharge Charge	\$-0.19
State P.U.C. Tax (Fees) Charge	\$-0.12
State Sales Tax	\$1.30
State Universal Service	\$-0.75
Total Taxes and Fees	\$17.45
Summary of Total Charges	
Total Service Charges	\$222.67
Total Taxes and Fees	\$17.45
Current Charges	\$240.12
Current Charges Due By October 21, 2013	\$240.12 ***

1

You have a 3 year Service Agreement with Cbeyond.

2

Please note that failure to pay charges for local telephone service may result in disconnection of your telephone service. Failure to pay charges for long distance or other services will not cause disconnection of local telephone service, but may cause interruption of the service associated with the unpaid charges. Thank you!

3

Reference your Cbeyond Account Profile for package details.

4

The purpose of the Federal Cost Recovery is to allow Cbeyond to recover a portion of the FCC-authorized subscriber line charge as well as the costs associated with certain fees mandated by Federal agencies that are imposed upon Cbeyond including, but not limited to, the FCC Regulatory Fee and the Interstate TRS Fund.

5

Secure Backup usage is calculated on the fifth day of the month and is based on average provisioned storage.

Includes the domestic package and block minute allowances and usage over the allowances.

**

This amount reflects the cost of domestic usage over the package and block minute allowances.

If you have a dispute about any charge on your invoice, you must notify us within 15 days of the invoice Due Date. Otherwise, we will consider all charges accepted. You are not responsible for paying disputed amounts while they are under investigation, but all other charges are still due and payable by the due date. To place a charge in dispute, contact Cbeyond Customer Care at billing@cbeyond.net or enter a service request via Cbeyond Online at www.cbeyond.net or call 1-866-424-5100.

Annual Emergency Situation Information

Analog Customers: Instructions on Feature Changes like Call Forwarding

Mexico Wireless Rate Change.

Privacy Notice: You previously made an election when your service was installed regarding whether to allow Cbeyond to use your Customer Information to market additional Cbeyond services to you that are outside the categories of Cbeyond services you currently use. Federal law gives you the right to determine the extent to which Cbeyond may use information that we obtain as a result of providing telecommunications services to you, information such as type and quantity of the services you use ("Customer Information"). You have the right to change your election at any time at no cost. If you decide to not allow Cbeyond to use your Customer Information to market other Cbeyond services to you that are outside the categories of Cbeyond services you currently use, it will have no effect at all on any services you are receiving from Cbeyond. To maintain your prior election, no action is necessary on your part and any prior election will remain unless it is affirmatively changed by you. If you would like to change your current election or if you would like more information, please go to My Account > Overview section of Cbeyond Online