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October 27, 2008

VIA HAND DELIVERY

Kelly Cashman-Grams, Hearing Officer
c/o Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

filed electronically in docket office on 10/27/08

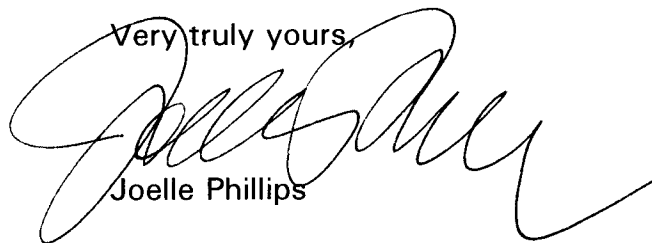
Re: *Complaint of Aeneas Communications, LLC*
Docket No. 02-01274

Dear Ms. Cashman-Grams:

In accordance with the *Order Granting Aeneas Communications, LLC's Request for Extension of Time*, dated October 21, 2008, the parties herewith enclose for filing in the referenced docket the original and four copies of a Joint Issues Matrix in the referenced matter. The parties intend to submit a joint proposed procedural schedule later this week.

A copy has been provided to counsel of record.

Very truly yours,



Joelle Phillips

723168

Docket 02-01274
Joint Issues Matrix
October 27, 2008

Issue #	Issue Statement	Aeneas Position	AT&T Tennessee Position
<u>Issue 1</u>	Does AT&T Tennessee have the right to recover SEEM overpayments made to Aeneas in the 2004 timeframe?	THIS ISSUE HAS BEEN RESOLVED BETWEEN THE PARTIES.	THIS ISSUE HAS BEEN RESOLVED BETWEEN THE PARTIES.
<u>Issue 2</u>	Has AT&T Tennessee billed Aeneas in a manner consistent with the parties' contract for collocation in its Jackson, Tennessee central office?	No. Based on the language of the parties' interconnection agreement ("ICA") and AT&T's inconsistent billing practices, AT&T has over billed Aeneas by approximately \$6,300.	Yes. AT&T Tennessee billed Aeneas the rate(s) set forth in the parties' ICA. Additionally, Aeneas failed to escalate this billing dispute as required by the ICA. AT&T Tennessee denies that Aeneas is entitled to any refund.
<u>Issue 3</u>	Does Aeneas have a right to charge AT&T Tennessee a Local Service Request (LSR) charge each time that a phone number must be ported away from Aeneas to AT&T Tennessee?	Yes. Aeneas has the right to bill AT&T for services preformed by Aeneas outside of the parties' ICA as long as the charge for such services is not prohibited by, or otherwise inconsistent with, the ICA. Furthermore, AT&T cannot continue to refuse to pay such charges on the grounds that no such charge is found in the parties' ICA while, at the same time, refusing to negotiate Aeneas' request to amend the ICA to provide for such a charge.	No. Aeneas does not have the contractual right to bill LSR charges under its negotiated ICA. According, Aeneas is not entitled to be "reimbursed" for LSR charges. Aeneas attempted to add reciprocal LSR charges as an arbitration item, and the TRA properly refused to allow Aeneas to do so. This issue is an improper attempt to "side step" the TRA's ruling in Aeneas' arbitration docket.

CERTIFICATE OF SERVICE

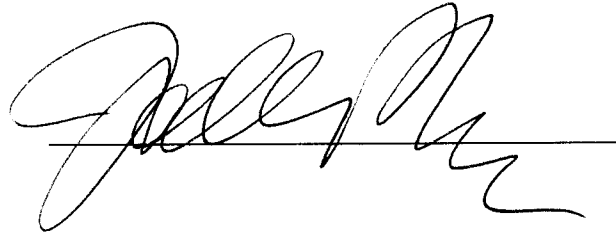
I hereby certify that on October 27, 2008, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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- ☒ Electronic

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A handwritten signature in black ink, appearing to read "Paul Rice", is written over a horizontal line.