

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

WILLIAM EUGENE KASTE, )  
 )  
 COMPLAINANT, )  
 )  
 v. )  
 )  
 NPCR, INC. D/B/A NEXTEL )  
 PARTNERSHIP, )  
 )  
 DEFENDANT. )  
 )

RECEIVED

JAN 12 2006

PUBLIC SERVICE  
COMMISSION


CASE NO. 2005-00411

MOTION TO DISMISS

Defendant NPCR, Inc. d/b/a Nextel Partners ("NPRC"), respectfully requests that the Commission dismiss this case, and in support of this request, NPCR informs the Commission that it has reached a compromise and settlement with the complainant, William Eugene Kaste ("Mr. Kaste"), of the complaint that initiated this case. A copy of a letter confirming the settlement is attached to this motion; however, because the specific terms of the settlement are confidential, those terms have been redacted from the attached copy.

As Mr. Kaste's complaint has been resolved by agreement, NPCR respectfully submits that this case be dismissed.

Respectfully submitted,




Keith Moorman (49875)  
Stephen M. Gracey (90215)  
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*Attorneys for NPCR, Inc. d/b/a  
Nextel Partnership*

**CERTIFICATE OF SERVICE**

NPCR, Inc. d/b/a Nextel Partnership states that it has served a copy of the foregoing by United States First Class Mail this 12<sup>th</sup> day of January, 2006 upon the following:

William Eugene Kaste  
206 South Hill Road  
Versailles, Kentucky 40383



Counsel for NPCR



January 4, 2006

Mr. William Kaste  
206 South Hill Road  
Versailles, KY 40383

**Re: Nextel Partners' Account No. 448828086**

Dear Mr. Kaste:

This letter will confirm our agreement regarding the above-referenced Nextel Partners' account.

[REDACTED]

Accordingly, in exchange for the above-noted good and valuable consideration, William Kaste agrees to release and forever discharge Nextel Partners, Inc., together with its directors, shareholders, officers, agents, servants, employees, attorneys, insurers, representatives, customers, subscribers, ISP (Independent Sales Professionals), subsidiaries, affiliates, predecessors, successors, assigns and each of them (collectively, "Company") from any and all actions, causes of action, claims, damages, costs, expenses, fines and demands of whatever kind and nature, that exist, or hereafter may exist, known or unknown, foreseen or unforeseen, for any reason in regards to the above-referenced account number.

This agreement is the entire agreement between the parties with respect to the subject matter hereof. The contents of this agreement are to be kept confidential and not to be discussed by the signatories with any non-signatories unless otherwise ordered by a Court with jurisdiction or a subpoena by a governmental or quasi-government entity.

Please indicate your acceptance of these terms by signing in the space provided below and faxing a signed copy of this letter agreement to me at 952-238-7763 or by sending a copy in the return envelope provided.

[REDACTED]

Sincerely,  
NPCR, Inc.

Mary E. Julius  
Senior Paralegal

Acknowledged and Agreed to this 5<sup>th</sup> day of January, 2006.

  
William Kaste  
William Kaste