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November 21, 2025

Stephanie De La Rosa, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

Re: Docket No. 25-57-GE – The Narragansett Electric Company d/b/a Rhode Island Energy Petition for Amendment to, or Other Relief from, 810-RICR-10-00-1.8(C) of the Rhode Island Public Utilities Commission Rules and Regulations Governing the Termination of Residential Electric, Gas and Water Utility Service

Dear Ms. De La Rosa:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”), enclosed for filing is the Company’s Petition for Amendment to, or Other Relief from, 810-RICR-10-00-1.8(C) (“Termination Rule 1.8(C)”) of the Rhode Island Public Utilities Commission (“Commission”) Rules and Regulations Governing the Termination of Residential Electric, Gas and Water Utility Service (the “Termination Rules”) (the “Petition”).

As described in the Petition and the accompanying pre-filed testimony of Company witnesses Christopher McKinnon and Michael Santoro, the Company respectfully requests that the Commission amend, or grant other relief from, the requirement for the Company’s field representatives to accept cash payments at a residential customer’s premises under Termination Rule 1.8(C), to protect the health and safety of the Company’s employees from potentially dangerous situations. The Company is proposing a reasonable change in the Termination Rules that would greatly improve the safety of the Company’s field representatives, without requiring the Company to accept cash payments in the field and without diminishing the protection for residential customers or creating material, incremental operating cost for the Company. The Company’s proposal preserves the opportunity for customers to prevent termination by making payment to the Company’s field representative, including through several available payment options, while protecting the Company’s employees from placing their safety in jeopardy by carrying cash in the field. Because Termination Rule 1.8(C) requires the Company to accept payments in the field and the Commission has interpreted this rule as requiring the Company’s field representatives to accept cash payments from residential customers, Commission action is necessary to eliminate, modify, or waive the requirement for field representatives to accept cash payments from customers seeking to avoid termination of service through a rulemaking process.

Stephanie De La Rosa, Commission Clerk
Docket No. 25-57-GE –Petition for Relief From PUC Rule
November 21, 2025
Page 2

Please do not hesitate to contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'RH', with a long horizontal flourish extending to the right.

Robert J. Humm

Enclosures

cc: Linda D. George, Administrator, Division
Christy Hetherington, Deputy Administrator, Division
John Bell, Chief Accountant, Division
Margaret L. Hogan, Esq., Division

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

_____))
The Narragansett Electric Company d/b/a)
Rhode Island Energy Petition for Amendment) Docket No. 25-57-GE
to, or Other Relief from, 810-RICR-10-00-)
1.8(C) of the Rhode Island Public Utilities)
Commission Rules and Regulations Governing)
the Termination of Residential Electric, Gas)
and Water Utility Service)
_____)

**PETITION OF THE NARRAGANSETT ELECTRIC COMPANY d/b/a
RHODE ISLAND ENERGY FOR AMENDMENT TO, OR OTHER RELIEF FROM,
810-RICR-10-00-1.8(C) OF THE RHODE ISLAND PUBLIC UTILITIES COMMISSION
RULES AND REGULATIONS GOVERNING THE TERMINATION OF RESIDENTIAL
ELECTRIC, GAS AND WATER UTILITY SERVICE**

Pursuant to 810-RICR-00-00-1.11(A) and (B) (“PUC Rule 1.11(A)” and “PUC Rule 1.11(B),” respectively), The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company” or “Rhode Island Energy”) respectfully requests that the Rhode Island Public Utilities Commission (“PUC” or the “Commission”) amend, or grant other relief from, the requirement for the Company’s field representatives to accept cash payments at a residential customer’s premises under 810-RICR-10-00-1.8(C) (“Termination Rule 1.8(C)”) of the Commission’s Rules and Regulations Governing the Termination of Residential Electric, Gas and Water Utility Service (the “Termination Rules”) to protect the safety of the Company’s employees.

Among other requirements, the Termination Rules require the Company’s field representatives to accept payments from residential customers, if rendered at the time that the field representatives are at the customer’s premises to disconnect service for non-payment. The Company has historically accepted cash as a form of payment from the customer at the time of

disconnection. This practice is no longer employed in many other state jurisdictions that the Company is aware of (including where Rhode Island Energy's affiliates operate in Pennsylvania and Kentucky) and is a practice that places the health and safety of the Company's employees at risk for minimal benefit, if any, while several other safer payment alternatives are available. Currently, customers have several reasonable, and simple to make, payment options to pay their bills to the Company at any time during the billing or collections process, including by paying with a personal check, bank check, money order, credit card, debit card, or cash at any point prior to the time of disconnection. When a field representative is at the customer's premises to disconnect service, customers may still pay their electric or gas bill prior to disconnection by personal check; bank check; money order; credit card; debit card; or, currently, cash. The field representative will assist the customer through the payment option they decide to use. Through this petition, the Company is seeking to remove only the cash payment option and only when the Company's field representative is at the customer's premises to terminate service.

The Company does not request this change lightly, understanding that the practice was originally designed to help residential customers avoid having their service disconnected for non-payment if they are able to render adequate payment at the time that the Company's field representative arrives at the service address to perform the disconnection. At this point, however, only a relatively small number of residential customers each year utilize this practice, while the Company's utility field representatives are continually placed at great risk if the public believes that they may be carrying cash.

Accordingly, by this petition, the Company is proposing a reasonable change in the Termination Rules that would greatly improve the safety of the Company's field representatives, without requiring the Company to accept cash payments in the field and without diminishing the

protection for residential customers or creating material, incremental operating cost for the Company. This proposal is described herein and enables simple and efficient customer payment without the field representative having to take a cash payment. In this regard, because the Commission's Termination Rule 1.8(C) requires the Company to accept payments in the field and the Commission has interpreted this rule as requiring the Company's field representatives to accept cash payments from residential customers, the Company's field representatives are required to accept such payments from customers. The Commission's action is necessary to eliminate, modify, or waive the requirement for field representatives to accept cash payments from customers seeking to avoid termination of service through a rulemaking process.

In support of this request, the Company states as follows:

I. Background

A. Rhode Island Statute and Termination Rule 1.8(C)

1. R.I. Gen. Laws § 39-3-44 provides that "all bills issued by a public utility as defined in R.I. Gen. Laws § 39-1-2 shall be deemed paid upon the receipt of sufficient funds by an agent of the public utility authorized to accept such payment." R.I. Gen. Laws § 39-3-44 does not reference "cash payments" or any process in the field to collect payment at the time of a service disconnection for non-payment. Nor does the statute contemplate that a field representative would be an "agent ... authorized to accept such payment." Still, this statutory provision does require that a customer's rendering of "sufficient funds" to an "agent" of the Company who is "authorized to accept such payment" would constitute "payment" of the customer's bill. Where such payment has occurred to *an authorized agent*, a disconnection for non-payment would not be warranted or appropriate.

2. The Commission's regulations at 810-RICR-10-00-1, Part 1, establish the Commission's rules and regulations governing the termination of residential electric, gas and water utility service. The rules and regulations governing service termination for non-payment apply only to residential customers of the public utility and are not applicable to commercial or industrial customers.

3. The Commission's Termination Rule 1.8(C) includes the following requirement that the Company must follow when at a customer's premises to terminate service:

If the public utility sends an employee to the customer's premises for purposes of disconnecting service, and the customer then and there tenders payment of the bill in full or in part in accord with the provisions of the residential payment plan sections of these Rules and Regulations, the service shall not be disconnected. For purposes of this section, the public utility's field personnel and employees *shall be deemed to be authorized and shall be required to accept such payment from the customer* and to give the customer a receipt for any payment made but shall not be required to make change or to enter into agreements with the customer. Any public utility employee sent to disconnect service shall bring with him either a copy of the customer's bill showing the amount outstanding, or all the information contained therein.

(emphasis added).

4. Thus, unlike the general statutory language used in R.I. Gen. Laws § 39-3-44, the Commission's Termination Rule 1.8(C) is prescriptive – going so far as to specify that “field personnel and employees ... *shall be deemed to be authorized and shall be required to accept such payment from the customer...*” (emphasis added). Notably, Termination Rule 1.8(C) does not expressly state that Company field representatives shall accept *cash*, although the Commission has historically interpreted “such payment” to include a requirement to accept cash. See Docket No. 3424, Order at 3 (April 16, 2002).

B. Process for Handling Payments in the Field

5. Under the Commission's Termination Rules, a public utility may terminate service to a residential customer if the customer fails within a reasonable time to make payment on their utility bill or pursuant to an agreement or payment plan. 810-RICR-10-00-1.3(B).

6. The Commission's Termination Rules prohibit service terminations for non-payment unless the customer has been provided written notice of the public utility's intention to disconnect at least ten days in advance of the date of the proposed disconnection. 810-RICR-10-00-1.5(A). In addition to, or in lieu of, such notice, the public utility shall attempt to notify the occupants by posting a disconnection notice on the premises in a conspicuous place or by delivering notices of shutoff. Id.

7. During any notice period, the customer has the opportunity to either pay the unpaid balance, make a reasonable effort to reach a settlement agreement with the utility, or enroll in a residential payment plan or arrangement. 810-RICR-10-00-1.5(A).

8. For a customer to have a field representative arrive at the residential customer's premises to perform a service disconnect, the customer would need their gas or electric utility account to be past due. If a customer fails within a reasonable time to make payment on their utility bill or pursuant to an agreement or payment plan, the account would then enter the collections path. First, the customer would be sent a termination letter indicating that on or after the date on the letter, the Company may terminate the service if payment is not made. Following the termination letter, the Company also attempts to contact the customer by phone several days prior to termination to inform the customer that their account is at risk of termination if they do not pay their past due balance. If full payment of the past due account is not made or a payment arrangement is not entered into by the due date in the termination letter, the Company would

create a cut-off for non-payment order that then would be dispatched to the field for the service to be terminated. If those conditions precedent occur, and a cut-off for non-payment order is generated, the Company will dispatch a field representative to the customer's premises to perform a service disconnection.

9. Once on site to disconnect service, the field representative will attempt to make contact with the customer. If contact with the customer is made, the field representative will attempt to collect payment to avoid service disconnection. While at the customer's premises, the field representative is available to guide the customer through all available payment options to render payment. If payment is completed, the field representative will document the amount paid towards the customer's account and leave service connected. If no payment, payment agreement, or contact is made with the customer, the field representative will complete the service disconnection.

10. Upon notifying the customer that the field representative is on-site for the purpose of performing a service disconnection for non-payment, if the customer renders payment sufficient to avoid the service disconnection, the Company's field representative must accept payment from the customer, even if such payment is rendered in cash. From the point that this cash payment is accepted, the Company's field representative is in a hazardous position until the cash payments can be reconciled or brought to another location to apply to the customer's account.

C. Previous Process Involving the Requirement for Acceptance of Cash Payments

11. At an Open Meeting, conducted January 19, 2001, the Commission decided to investigate whether the Termination Rules – last revised in 1985 – were being properly enforced and whether any revisions were required.¹ The investigation was opened in Docket No. 1725.²

12. On December 20, 2001, New England Gas Company (“NE Gas”) and The Narragansett Electric Company (“Narragansett Electric”) filed a proposal designed to eliminate the requirement that utility employees sent out to terminate service accept cash payments from customers seeking to avoid service termination. The language proposed by NE Gas and Narragansett Electric was designed to “specifically exclude cash payment as an acceptable form of payment to field personnel.”³ NE Gas and Narragansett Electric stated that they would continue to accept cash payment at “any of the numerous pay stations located throughout Rhode Island.”

13. Specifically, the utilities’ proposed language would have added the following sentence to Termination Rule 1.8(C):

The public utility’s field personnel shall not be required to accept cash payment, but shall accept payment by personal check, bank check, or money order. Cash payment may be tendered at any of the public utility’s pay stations.

14. On February 22, 2002, the Division of Public Utilities and Carriers (“Division”) filed an opposition to the utilities’ proposal. The Division cited several reasons for its

¹ See, Request to Amend the Rules and Regulations Governing Termination of Residential Electric, Gas and Water Utility Service, Docket No. 3423, Order No. 16966, at 1 (April 16, 2002).

² At its April 9, 2002 Open Meeting, the Commission unanimously voted to take administrative notice of the record in Docket No. 1725, including all testimony, data responses and comments received after January 19, 2001, for purposes of its subsequent proceeding, Docket No. 3423.

³ Docket No. 1725, Letter to Commission Clerk from NE Gas and Narragansett Electric, dated December 20, 2001, at 1.

opposition, including the fact that neither Narragansett Electric, nor NE Gas, had identified a “single instance in Rhode Island,” during the five prior years, where a field representative’s safety had been “materially impaired” or that the representative has “stolen or misplaced cash collections” from deferred service terminations. Notwithstanding this position, the Division stated that the utilities’ suggested language, in combination with a proposal to defer service terminations temporarily where a customer does not possess a personal checking account, may “constitute a reasonable compromise,” to minimize utility expenses while preserving the opportunity of a utility customers to pay cash to avoid a service termination. The Division, however, argued that the “settlement position” had not been submitted to the Commission “in the form of a proposed rule” and, therefore, was not properly in front of the Commission at that time.

15. On February 27, 2002, Narragansett Electric responded to the Division’s letter, on behalf of both Narragansett Electric and NE Gas, submitting proposed language for “an amendment to the Regulations,” which incorporated the “settlement” position. The language suggested by the utilities in this letter offered a more nuanced approach, maintaining the customer protection inherent in the Commission’s regulation and adding language to clarify the field process, as follows:

The public utility’s field personnel shall not be required to accept cash payment, but shall accept payment by personal check, bank check, or money order. ~~Cash payment may be tendered at any of the public utility’s pay stations.~~ The public utility’s field personnel shall defer service termination temporarily for a customer who wishes to make payment in cash at one of the public utility’s pay stations. If a customer then fails to make such payment and the public utility’s field personnel is required to return to the customer’s premises for purposes of disconnecting service, however, the customer shall no longer have the option to pay cash at one of the public utility’s pay stations in order to defer disconnection an additional time.

16. On March 6, 2002, the Commission issued its proposed revisions to the Termination Rules in Docket No. 3423. In its final decision, the Commission did not adopt the

proposal by Narragansett Electric and NE Gas to eliminate the requirement for cash payments to be accepted by a utility employee sent out to terminate service. The Commission noted that no additional comments were received from the utility companies with regard to that issue. In addition, the Commission found that data request responses filed by Narragansett Electric and NE Gas during the investigation in Docket No. 1725 showed a lack of evidence that utility employees were at a greater risk by accepting cash payments from customers in the field or that there were any discrepancies between the amounts collected and the amounts turned in to the utility companies by their employees. The Commission therefore found that the benefit of maintaining this requirement to the utility's customers outweighed the burden on the utility companies of continuing to require acceptance of cash payments in the field.

II. Legal Standard

17. Petitions for relief under any authority delegated to the Commission shall be in writing, shall state clearly and concisely the petitioner's grounds of interest in the subject matter, the facts relief upon, and the relief sought, and shall cite by appropriate reference the authority relied upon for relief. 810-RICR-00-00-1.11(A). A petition for the amendment of a rule by the Commission shall, in addition to the specific amendment requested, state in detail with citations to appropriate references, the reasons for the requested action. 810-RICR-00-00-1.11(B)(1). Upon submission of such a petition, the Commission will, within 30 days, either deny the petition in writing or initiate rulemaking procedures in accordance with R.I. Gen. Laws § 42-35-3. 810-RICR-00-00-1.11(B)(2).

III. Basis for Amendment

A. Accepting Cash Payments in the Field Places the Health and Safety of Company Employees at Risk

18. Based on actual experience over the past 20 years, the Company has serious safety concerns over the practice of requiring field representatives to accept cash payments at a customer's residence. As soon as a Company field representative knocks on a customer's door for purposes of terminating service, the representative is in a confrontational situation with the customer. Confrontation draws attention. When the customer gives cash to Company field personnel then and there to prevent termination, the field representative must accept the cash without exception under the Termination Rules. This practice creates a well-known perception that field representatives may be carrying cash at any point throughout the day. As a result, they become visible and predictable targets for theft or assault. This routine exposes field representatives to significant personal risk, making their role not only challenging, but inherently dangerous.

19. For example, just in 2024 and 2025, the Company's collections field representatives have experienced several notable safety issues involving residential customers that have required police support, including two instances of theft of the field representative's iPad directly from the employee's person; one instance of a customer brandishing a gun towards the field representative, accompanied by threats that the customer will be waiting for them if they turn off the meter; two instances where the Company's field representative was followed after leaving the customer's premises and the customer threatened that they would "blow their heads off;" and a customer otherwise acting belligerent and verbally threatening the field representative, such that the customer's premises was noted to not return without police escort. These examples of serious safety incidents or threats highlight the dangerous situations utility

field representatives find themselves in when terminating service to customers. The danger is heightened if the field representative is carrying cash.

20. Field representatives have reported being followed or closely observed while carrying or transferring cash, creating fear and anxiety among the Company's employees placed in these situations. This adds to the already high-stress nature of utility field work, which often involves confrontational interactions. In one instance involving a commercial customer, a Company field representative received a large sum of cash from a customer while driving a clearly marked Company vehicle. When attempting to transfer the cash at the only available location at the time – a Western Union with limited parking – she noticed several individuals sitting on the sidewalk watching her intently. The field representative felt she was being profiled while handling the cash and has since observed the same individuals repeatedly in the area, suggesting they may have learned her routine for transferring cash. Inside the Western Union, the transfer process took more than 45 minutes to transfer the large sum of cash, as clerks frequently paused their help for the Company's field representative to assist other customers, further prolonging the field representative's exposure and discomfort.

21. Further, the Company's options for transferring cash directly to the customer's account with the Company are limited. Although customers may transfer cash to their Rhode Island Energy account at dozens of Western Union locations in Rhode Island, the Company no longer uses Western Union to transfer cash provided by customers. When the Company stopped transferring customer cash at Western Union on July 28, 2025, only one Western Union remained in Rhode Island that accepted the Company's cash from the field and helped transfer it to a customer's account at Rhode Island Energy. The other Western Unions flagged the Company's cash transfers as potentially laundering cash obtained illegally, and therefore, refused

to accept and transfer cash provided by the Company to designate it for the customer's account with the Company. In addition, the last Western Union that worked with the Company accepted only up to \$500 per transaction. Moreover, because only one Western Union accepted cash transfers from the Company, the public was aware of the single location where the Company transferred cash provided by customers, which drew even more attention to the Company representatives.

22. Beginning on July 28, 2025, the Company no longer applies cash payments to customer accounts at the remaining Western Union location because of the safety risks and inefficiencies to transfer customer cash at the Western Union. Instead, after the Company receives cash from a customer while at the customer's premises for the purpose of disconnecting service, the Company deposits the cash into an account at a designated bank. After making the deposit, the Company completes a reconciliation sheet with the bank to credit the customer's account that day. The Company is then given a receipt from the bank that is reconciled in the Company's billing system to the cash that is credited to the customer's account. This updated process eliminates the inefficiencies the Company experienced at the Western Unions; however, it does not eliminate the safety issues of Company employees carrying cash in the field.

23. In addition, customers themselves may still transfer cash to their Rhode Island Energy account at any of the dozens of Western Union locations in Rhode Island.

B. Proposal for Amendment

24. The pre-filed direct testimony of Company witnesses Christopher McKinnon, Manager, Credit and Collections for Rhode Island Energy, and Michael Santoro, Manager, Overhead Lines, Trouble Workers, and Electric Meter Operations for Rhode Island Energy, presents information with respect to the Company's termination practices and process to perform

service disconnections in the field, as well as the practice for collecting payment at that point, in circumstances where the customer is attempting to render payment to forestall a service termination. The testimony also discusses the payment options that now exist for customers, especially with the proliferation of credit cards and other electronic payments over the last several years being the predominant payment methods. Lastly, the pre-filed direct testimony of Mr. McKinnon and Mr. Santoro describes the dangerous situations that employees have encountered over the years and the fact that the Company's field representatives are fearful of the requirement to collect and carry cash payments as a matter of course in their jobs, needlessly and unreasonably endangering their personal safety.

25. The pre-filed direct testimony of Mr. McKinnon and Mr. Santoro demonstrates that there is minimal benefit to field representatives accepting cash payments from customers, given that customers have several other reasonable and safer payment alternatives available at any time during the billing and collections process, including when the Company's field representative is at the premises to disconnect service. Further, Mr. McKinnon and Mr. Santoro's testimony demonstrates that, when weighed against the issues creating alarming situations jeopardizing the personal safety of field representatives, a modification or waiver of Termination Rule 1.8(C) is warranted and necessary.

26. Accordingly, the Company is requesting that the Commission amend its regulation at Termination Rule 1.8(C) by adding language to clarify the field process, as follows:

The public utility's field personnel shall not be required to accept cash payment, but shall accept payment by personal check, bank check, money order, credit card, or debit card. The field personnel will assist a customer who chooses to make a payment by credit card or debit card. If a customer then fails to make such payment, the public utility's field personnel may disconnect service to the customer's premises.

27. The Company's proposed amended language preserves the opportunity for customers to prevent termination by making payment to the Company's field representative, including through several available payment options by paying with a personal check, bank check, or money order, or by credit card or debit card through the Company's website and online payment portal or interactive voice response (phone system), with the assistance of the field representative, while protecting the Company's employees from placing their safety in jeopardy by carrying cash in the field.

28. In the alternative, the Commission should waive entirely the requirement for a public utility's field representative to accept cash payments at a residential customer's premises under Termination Rule 1.8(C). As noted above, Termination Rule 1.8(C) does not contain an express requirement for the Company to accept *cash* payments while at a customer's premises to terminate service. The requirement is broadly to accept payment from the customer, if tendered then and there to prevent termination. Therefore, if the language of the regulation is not modified, the Company requests that the Commission waive the requirement for the Company's field representatives to accept cash, for the reasons discussed throughout the Petition and supporting testimony.

IV. Conclusion

For the foregoing reasons, the Company respectfully requests that the Commission grant its petition to amend, or grant other relief from, the requirement for the Company's field representative to accept cash payments at a residential customer's premises under Termination Rule 1.8(C).

[Signature page follows]

Respectfully submitted,

**The Narragansett Electric Company
d/b/a Rhode Island Energy**

By its attorney,

A handwritten signature in blue ink, appearing to read 'RH', is positioned above a horizontal line.

Robert J. Humm, Esq. (#7920)
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Dated: November 21, 2025

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a RHODE ISLAND ENERGY
RIPUC DOCKET NO. 25-57-GE
IN RE: PETITION FOR RELIEF FROM PUC RULE
WITNESS: MCKINNON**

PRE-FILED DIRECT TESTIMONY

OF

CHRISTOPHER MCKINNON

November 21, 2025

Table of Contents

| | | |
|------|---|----|
| I. | Introduction and Qualifications | 1 |
| II. | Purpose of Testimony | 2 |
| III. | Requirements Under Termination Rule 1.8(C)..... | 4 |
| IV. | Process for Handling Payments in the Field..... | 6 |
| V. | Proposed Amendment to Termination Rule 1.8(C) | 10 |
| VI. | Conclusion | 14 |

1 **I. Introduction and Qualifications**

2 **Q. Please state your name and business address.**

3 A. My name is Christopher McKinnon. My business address is 280 Melrose Street,
4 Providence, Rhode Island 02907.

5
6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by The Narragansett Electric Company d/b/a Rhode Island Energy
8 (“Rhode Island Energy” or the “Company”) as Manager, Credit and Collections.

9
10 **Q. What are your principal responsibilities in your position?**

11 A. In my position, I am responsible for Rhode Island Energy’s credit and collections work,
12 including all collections processes, utility collections, non-utility collections, final
13 collections, bankruptcy, payment agreements, non-sufficient funds, and cash only
14 processes, regulatory and compliance of collections processes.

15
16 **Q. Please describe your educational background and professional experience.**

17 A. I graduated from Johnston and Wales University with a Bachelor of Arts degree in
18 Business, Management, Marketing, and Related Support Services. I joined National Grid
19 USA Service Company, Inc., in 2016 as a Senior Process Manager to coach and train
20 employees through lean skills and continuous improvement tools for customer facing
21 positions. In 2018, I became a Senior Program Manager to help enable leadership to

1 navigate, manage, and thrive during organizational transformation. Beginning in 2020, I
2 served as an Operations Supervisor for Customer Meter Services Electric, where I
3 supervised union employees in their field collections, meter reading, and other meter-
4 related work. I joined Rhode Island Energy in May 2022, following the sale of The
5 Narragansett Electric Company from National Grid USA to PPL Corporation, and
6 assumed my current role as Manager, Credit and Collections in February 2023.

7
8 **Q. Have you previously testified before the Rhode Island Public Utilities Commission**
9 **(the “Commission” or “PUC”) or any other regulatory commissions?**

10 A. No, I have never previously testified before the PUC or any other regulatory commission.

11
12 **II. Purpose of Testimony**

13 **Q. What is the purpose of your testimony?**

14 A. The purpose of my testimony is to support the Company’s Petition for Amendment to, or
15 Other Relief from, 810-RICR-10-00-1.8(C) (“Termination Rule 1.8(C)”) of the
16 Commission’s Rules and Regulations Governing the Termination of Residential Electric,
17 Gas and Water Utility Service (the “Termination Rules”) (the “Petition”). In particular,
18 my testimony supports the Company’s request that the Commission amend, or grant other
19 relief from, the requirement for the Company’s field representatives to accept cash
20 payments at a residential customer’s premises under Termination Rule 1.8(C), to protect
21 the health and safety of the Company’s employees from potentially dangerous situations.

1 To support this request, my testimony presents information with respect to the
2 Company's termination practices and process to perform service disconnections in the
3 field, as well as the practice for collecting payment at that point, in circumstances where
4 the customer is attempting to render payment to forestall a service termination. This
5 testimony also discusses the payment options that now exist for customers, especially
6 with the proliferation of credit cards and other electronic payments over the last several
7 years being the predominant payment methods.

8
9 At the end of my testimony, I describe the Company's proposal to amend Termination
10 Rule 1.8(C) to expressly discontinue the requirement for Company representatives to
11 accept cash payments while at a customer's residence.

12
13 In sum, my testimony, along with the pre-filed direct testimony of Company witness
14 Michael Santoro, demonstrates that there is minimal benefit to field representatives
15 accepting cash payments from customers and, when weighed against the issues that
16 create alarming situations jeopardizing the personal safety of field representatives, a
17 modification or waiver of Termination Rule 1.8(C) is warranted and necessary.

18
19 **Q. How is your testimony organized?**

20 A. My testimony is organized into the following sections. Sections I and II are the
21 introductory sections of the testimony. Section III discusses the background of the

1 Commission's requirement for utility field representatives to accept cash payments when
2 at a customer's premises to disconnect service. Section IV describes the Company's
3 termination practices and processes, as well as the practice for collecting payments in the
4 field. This section includes a description of the payment options available to residential
5 customers, whether made to field representatives or otherwise. Section V presents the
6 Company's proposed amendment to Termination Rule 1.8(C). Section VI is the
7 conclusion.

8
9 **III. Requirements Under Termination Rule 1.8(C)**

10 **Q. What is the Company's current obligation to accept payment from customers when**
11 **at a customer's premises to terminate service?**

12 A. The Commission's Termination Rule 1.8(C) includes the following requirement that the
13 Company must follow when at a customer's premises for purposes of disconnecting
14 service:

15 If the public utility sends an employee to the customer's premises for
16 purposes of disconnecting service, and the customer then and there tenders
17 payment of the bill in full or in part in accord with the provisions of the
18 residential payment plan sections of these Rules and Regulations, the
19 service shall not be disconnected. For purposes of this section, the public
20 utility's field personnel and employees shall be deemed to be authorized
21 and shall be required to accept such payment from the customer and to
22 give the customer a receipt for any payment made but shall not be required
23 to make change or to enter into agreements with the customer. Any public
24 utility employee sent to disconnect service shall bring with him either a
25 copy of the customer's bill showing the amount outstanding, or all the
26 information contained therein.

1 **Q. Under Termination Rule 1.8(C), are the Company's field representatives required**
2 **to accept cash payments when at a customer's premises for purposes of**
3 **disconnecting service?**

4 A. Currently, yes. Although Termination Rule 1.8(C) does not expressly state that the
5 Company field representatives must accept cash, the Company is aware that the
6 Commission has historically interpreted Termination Rule 1.8(C) to include a
7 requirement to accept cash.

8
9 **Q. Is the Company proposing an amendment to Termination Rule 1.8(C) with respect**
10 **to the requirement for the Company's field representatives to accept cash payments**
11 **when at a customer's premises for termination?**

12 A. Yes. For the reasons described in my testimony and the testimony of Mr. Santoro, and in
13 the Petition, the Company is proposing an amendment to Termination Rule 1.8(C) that
14 would eliminate or modify the requirement for field representatives to accept cash
15 payments from customers seeking to avoid termination of service because of the risk this
16 requirement imposes on the health and safety of the Company's field representatives.
17 Instead, the Company is proposing a reasonable change in the Termination Rules that
18 would greatly improve the safety of the Company's field representatives, without
19 requiring the Company to accept cash payments in the field and without diminishing the
20 protection for residential customers or creating material, incremental operating cost for
21 the Company.

1 In the alternative, the Company is requesting a waiver of the requirement for the
2 Company's field representative to accept cash payments at a residential customer's
3 premises under Termination Rule 1.8(C). As noted above, Termination Rule 1.8(C) does
4 not contain an express requirement for the Company to accept cash payments while at a
5 customer's premises to terminate service. The requirement is to broadly accept payment
6 from the customer, if tendered then and there to prevent service termination. Therefore,
7 if the language of the regulation is not modified, the Company requests that the
8 Commission waive the requirement for the Company's field representatives to accept
9 cash.

10
11 **IV. Process for Handling Payments in the Field**

12 **Q. What is the process for terminating service to a residential customer in Rhode**
13 **Island?**

14 A. Under the Commission's Termination Rules, a public utility may terminate service to a
15 residential customer if the customer fails within a reasonable time to make payment on
16 their utility bill or pursuant to an agreement or payment plan.¹ The Commission's
17 Termination Rules prohibit service terminations for non-payment unless the customer has
18 been provided written notice of the public utility's intention to disconnect at least ten
19 days in advance of the date of the proposed disconnection.² In addition to, or in lieu of,

¹ 810-RICR-10-00-1.3(B).

² 810-RICR-10-00-1.5(A).

1 such notice, the public utility shall attempt to notify the occupants by posting a
2 disconnection notice on the premises in a conspicuous place or by delivering notices of
3 shutoff.³ During any notice period, the customer has the opportunity to either pay the
4 unpaid balance, make a reasonable effort to reach a settlement agreement with the utility,
5 or enroll in a residential payment plan or arrangement.⁴

6
7 **Q. More specifically, what is the series of circumstances that has to occur for a field**
8 **representative to arrive at a customer's residence to perform a service**
9 **disconnection?**

10 A. A field representative would only arrive at a residential customer's premises to perform a
11 service disconnection if the customer's gas or electric account is past due and the
12 customer has not made payment after the Company has provided several reasonable
13 opportunities to do so. As explained above, if a customer fails within a reasonable time
14 to make payment on their utility bill or pursuant to an agreement or payment plan, the
15 account would then enter the collections path. First, the customer would be sent a
16 termination letter indicating that on or after the date on the letter, the Company may
17 terminate the service if payment is not made. Following the termination letter, the
18 Company also attempts to contact the customer by phone several days prior to
19 termination to inform the customer that their account is at risk of termination if they do

³ 810-RICR-10-00-1.5(A).

⁴ 810-RICR-10-00-1.5(A).

1 not pay their past due balance. If full payment of the past due account is not made or a
2 payment arrangement is not entered into by the due date in the termination letter, the
3 Company would create a cut-off for non-payment order that then would be dispatched to
4 the field for service to be terminated. If those conditions precedent occur, and a cut-off
5 for non-payment order is generated, the Company will dispatch a field representative to
6 the customer's premises to perform a service disconnection.

7
8 **Q. What payment options exist for a residential customer to pay their electric or gas**
9 **bill with the Company at any time during the billing or collections process?**

10 A. Currently, customers have several reasonable, and simple to make, payment options to
11 pay their bills to the Company at any time during the billing or collections process,
12 including by paying with a personal check, bank check, money order, credit card, debit
13 card, or cash at any point prior to the time of disconnection. Customers also have various
14 options for how to submit payment of their bills at any point prior to the time of
15 disconnection, such as by mail, through the Company's website, calling the Company by
16 phone, or transferring cash to their Rhode Island Energy account at any of the dozens of
17 Western Union locations throughout the State of Rhode Island.

18
19 These options are available to customers at any time during the payment process, from
20 the time the customer first receives the bill and through the duration of the collections
21 process before a field representative is at the customer's premises to disconnect service.

1 When a field representative is at the customer's premises to disconnect service,
2 customers may still pay their electric or gas bill prior to disconnection by personal check,
3 bank check, money order, credit card, debit card, or, currently, cash. The field
4 representative will assist a customer who chooses to make a payment by credit card or
5 debit card through the public utility's website and online payment portal or by phone.
6 Through the Petition, as described in more detail below, the Company is seeking to
7 remove only the cash payment option and only when the Company's field representative
8 is at the customer's premises to terminate service.

9
10 **Q. Are Rhode Island Energy customers still able to transfer cash to their Rhode Island**
11 **Energy account directly through a Western Union location in Rhode Island?**

12 A. Yes. Customers themselves may still transfer cash to their Rhode Island Energy account
13 at any of the dozens of Western Union locations in Rhode Island.

14
15 **Q. Do the Company's affiliates that operate in other jurisdictions accept cash payments**
16 **in the field?**

17 A. No, Rhode Island Energy's electric and gas affiliates that operate in Pennsylvania and
18 Kentucky do not accept cash payments in the field, and have not for decades, to protect
19 the health and safety of their employees. Moreover, the practice of accepting cash
20

1 payments in the field is no longer employed in many other state jurisdictions that the
2 Company is aware of and is a practice that places the health and safety of the Company's
3 employees at risk for minimal benefit, if any, while several other safer payment
4 alternatives are available.

5
6 **V. Proposed Amendment to Termination Rule 1.8(C)**

7 **Q. What is the Company's proposal with respect to the requirement to accept cash
8 payments in the field under Termination Rule 1.8(C)?**

9 A. The Company is requesting that the Commission amend Termination Rule 1.8(C) by
10 adding language to clarify the field process, as follows:

11 The public utility's field personnel shall not be required to accept cash
12 payment, but shall accept payment by personal check, bank check, money
13 order, credit card, or debit card. The field personnel will assist a customer
14 who chooses to make a payment by credit card or debit card. If a
15 customer then fails to make such payment, the public utility's field
16 personnel may disconnect service to the customer's premises.

17 The Company's proposed amended language preserves the opportunity for customers to
18 prevent termination by making payment to the Company's field representative, including
19 through several available payment options by paying with a personal check, bank check,
20 or money order, or by credit card or debit card through the Company's website and online
21 payment portal or interactive voice response (phone system), with the assistance of the
22 field representative, while protecting the Company's employees from placing their safety
23 in jeopardy by carrying cash in the field.

24

1 **Q. Please describe the process for the customer to pay their bill and prevent**
2 **termination through the various payment options available to them.**

3 A. As noted above, customers have several available payment options by which they can pay
4 their bill that do not involve paying cash to the Company's employee, including when a
5 field representative is at their residence to disconnect service. In fact, it is far more
6 common for customers to make payment by any method other than cash, especially with
7 the proliferation of credit cards and other electronic payments over the last several years.

8
9 First, the customer can pay by personal check or bank check, by either placing the check
10 in the mail to the Company to render payment during the billing and collections process
11 prior to termination; or by handing the check to the field representative at the customer's
12 premises at the time of disconnection.

13
14 Second, the customer can pay by credit card, by either calling the Company to make
15 payment or through the Company's website and online payment portal at any time during
16 the billing and collections process prior to termination; or with the assistance of the field
17 representative at the customer's premises at the time of disconnection to make payment
18 by credit card through the Company's website and online payment portal or by phone.

19
20 Third, the Company recognizes that not all customers may have credit cards, particularly
21 low-income customers. Therefore, the customer can also pay by debit card linked to the

1 cash in their bank account, by either calling the Company to make payment or through
2 the Company's website and online payment portal at any time during the billing and
3 collections process prior to termination; or with the assistance of the field representative
4 at the customer's premises at the time of disconnection to make payment by debit card
5 through the Company's website and online payment portal or by phone.

6
7 Fourth, the customer can pay by money order to the Company. By the time the customer
8 has received the termination notice and the subsequent attempted phone call from the
9 Company alerting them to the possibility of termination if they do not pay, the customer
10 will have had ample time before the field representative arrives on site to terminate
11 service – a minimum of ten days, and typically more – to convert their cash to a money
12 order to pay the Company after receiving the termination notice and a subsequent phone
13 call from the Company. Customers have the option to pay by money order at any time
14 during the billing and collections process, including when the field representative is at
15 their residence to disconnect service.

16
17 Fifth, the customer can pay cash to a Western Union to transfer payment to their Rhode
18 Island Energy account at any time during the billing and collections process prior to
19 termination. Dozens of Western Unions in Rhode Island accept cash from customers.
20 Further, as with paying by money order, the customer will have had ample time before
21 the field representative arrives on site to terminate service to transfer their cash through a

1 Western Union after receiving the termination notice and a subsequent phone call from
2 the Company.

3

4 **Q. Why is the Company submitting this proposal to the Commission?**

5 A. There is minimal benefit to field representatives accepting cash payments from
6 customers, given that customers have several other reasonable and safer payment
7 alternatives available at any time during the billing and collections process, including
8 when the Company's field representative is at the premises to disconnect service. When
9 weighed against the issues creating alarming situations jeopardizing the personal safety
10 of field representatives, a modification or waiver of Termination Rule 1.8(C) is warranted
11 and necessary.

12

13 **Q. If the Commission is not inclined to amend Termination Rule 1.8(C), does the**
14 **Company have any alternative proposals?**

15 A. Yes. If the Commission chooses not to amend the language in the regulation, then the
16 Commission should waive entirely the requirement for a public utility's field
17 representative to accept cash payments at a residential customer's premises under
18 Termination Rule 1.8(C). As noted above, Termination Rule 1.8(C) does not contain an
19 express requirement for the Company to accept cash payments while at a customer's
20 premises to terminate service. The requirement is broadly to accept payment from the
21 customer, if tendered then and there to prevent termination. Therefore, if the language of

1 the regulation is not modified, the Company requests that the Commission waive the
2 requirement for the Company's field representatives to accept cash, for the reasons
3 discussed throughout the testimony.

4

5 **VI. Conclusion**

6 **Q. Does this complete your testimony?**

7 **A. Yes.**

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a RHODE ISLAND ENERGY
RIPUC DOCKET NO. 25-57-GE
IN RE: PETITION FOR RELIEF FROM PUC RULE
WITNESS: SANTORO**

PRE-FILED DIRECT TESTIMONY

OF

MICHAEL SANTORO

November 21, 2025

Table of Contents

| | | |
|------|---|---|
| I. | Introduction and Qualifications | 1 |
| II. | Purpose of Testimony | 2 |
| III. | Process for Handling Payments in the Field..... | 4 |
| IV. | Risk to Company Employees for Accepting Cash Payments in the Field..... | 6 |
| V. | Conclusion | 9 |

1 **I. Introduction and Qualifications**

2 **Q. Please state your name and business address.**

3 A. My name is Michael Santoro. My business address is 4145 Quaker Lane, North
4 Kingstown, Rhode Island 02852.

5
6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by The Narragansett Electric Company d/b/a Rhode Island Energy
8 (“Rhode Island Energy” or the “Company”) as Manager, Overhead Lines, Trouble
9 Workers, and Electric Meter Operations for Rhode Island Energy.

10

11 **Q. What are your principal responsibilities in your position?**

12 A. In my position, I am responsible to oversee the Overhead Line employees who work out
13 of the Company’s North Kingstown, Westerly, and Middletown offices; Electric Meter
14 employees who work out of the Company’s Providence and North Kingstown offices;
15 and Trouble Workers who work out of the Company’s Lincoln, Providence, North
16 Kingstown, Westerly, and Middletown offices.

17

18 **Q. Please describe your educational background and professional experience.**

19 A. I graduated from Worcester Polytechnic Institute with a Bachelor of Science degree in
20 Electrical and Computer Engineering in 2006 and a Master’s degree in Electrical
21 Engineering in 2008. I have worked at or on behalf of The Narragansett Electric

1 Company for 20 years, with roles including Distribution Design Engineer, Distribution
2 Control Center Operator, Distribution Outage Coordinator, Lead Supervisor Distribution
3 Control Center, and Operations Manager. In October 2023, I assumed my current role as
4 Manager, Overhead Lines, Trouble Workers, and Electric Meter Operations.

5
6 **Q. Have you previously testified before the Rhode Island Public Utilities Commission**
7 **(the “Commission” or “PUC”) or any other regulatory commissions?**

8 A. No, I have never previously testified before the PUC or any other regulatory commission.
9

10 **II. Purpose of Testimony**

11 **Q. What is the purpose of your testimony?**

12 A. The purpose of my testimony is to support the Company’s Petition for Amendment to, or
13 Other Relief from, 810-RICR-10-00-1.8(C) (“Termination Rule 1.8(C)”) of the
14 Commission’s Rules and Regulations Governing the Termination of Residential Electric,
15 Gas and Water Utility Service (the “Termination Rules”) (the “Petition”). In particular,
16 my testimony supports the request that the Commission amend, or grant other relief from,
17 the requirement for the Company’s field representatives to accept cash payments at a
18 residential customer’s premises under Termination Rule 1.8(C), to protect the health and
19 safety of the Company’s employees from potentially dangerous situations. To support
20 this request, my testimony presents information with respect to the Company’s process to
21 perform service disconnections in the field, as well as the practice for collecting payment

1 at that point, in circumstances where the customer is attempting to render payment to
2 forestall a service termination.

3
4 Importantly, my testimony describes the dangerous situations that field representatives
5 have encountered over the years and the fact that the Company's field representatives are
6 fearful of the requirement to collect and carry cash payments as a matter of course in their
7 jobs, needlessly and unreasonably endangering their personal safety.

8
9 In sum, my testimony, along with the pre-filed direct testimony of Company witness
10 Christopher McKinnon, demonstrates that there is minimal benefit to field representatives
11 accepting cash payments from customers and, when weighed against the issues that
12 create alarming situations jeopardizing the personal safety of field representatives, a
13 modification or waiver of Termination Rule 1.8(C) is warranted and necessary.

14
15 **Q. How is your testimony organized?**

16 A. My testimony is organized into the following sections. Sections I and II are the
17 introductory sections of the testimony. Section III describes the Company's practice for
18 collecting payments in the field. Section IV describes the risk to Company field
19 representatives that accompanies their receipt of cash payments while making field visits
20 and transferring the cash to customer accounts. Section V is the conclusion.

21

1 **III. Process for Handling Payments in the Field**

2 **Q. What happens when the Company's field representative arrives at the customer's**
3 **premises to disconnect service?**

4 A. Once on site to disconnect service, the field representative will attempt to make contact
5 with the customer. If contact with the customer is made, the field representative will
6 attempt to collect payment to avoid service disconnection. While at the customer's
7 premises, the field representative is available to guide the customer through all available
8 payment options to render payment. If payment is completed, the field representative
9 will document the amount paid towards the customer's account and leave service
10 connected. If no payment, payment agreement, or contact is made with the customer, the
11 field representative will complete the service disconnection.

12

13 **Q. When at the customer's premises for purposes of termination, must the Company's**
14 **field representative accept payment from the customer?**

15 A. Currently, yes. Upon notifying the customer that the field representative is on-site for the
16 purpose of performing a service disconnection for non-payment, if the customer renders
17 payment sufficient to avoid the service disconnection, the Company's field representative
18 must accept payment from the customer, even if such payment is rendered in cash. From
19 the point that this cash payment is accepted, the Company's field representative is in a
20 hazardous position until the cash payments can be reconciled or brought to another
21 location to apply to the customer's account.

1 **Q. What currently happens when the Company’s field representative receives cash**
2 **from the customer while at a customer’s premises?**

3 A. Beginning on July 28, 2025, after the Company receives cash from a customer while at
4 the customer’s premises for the purpose of disconnecting service, the Company deposits
5 the cash into an account at a designated bank. After making the deposit, the Company
6 completes a reconciliation sheet with the bank to credit the customer’s account that day.
7 The Company is then given a receipt from the bank that is reconciled in the Company’s
8 billing system to the cash that is credited to the customer’s account.

9

10 **Q. How did the Company’s field representatives transfer cash received while at a**
11 **customer’s premises to the customer’s account before July 28, 2025?**

12 A. Before summer 2025, the Company’s field representatives would go to a Western Union
13 location to transfer cash received while at a customer’s premises into a customer’s
14 account. Although customers may transfer cash to their Rhode Island Energy account at
15 dozens of Western Union locations in Rhode Island, the Company itself no longer uses
16 Western Union to transfer cash provided by customers. When the Company stopped
17 transferring customer cash at Western Union on July 28, 2025, only one Western Union
18 remained in Rhode Island that accepted the Company’s cash from the field and helped
19 transfer it to a customer’s account at Rhode Island Energy. The other Western Unions
20 flagged the Company’s cash transfers as potentially laundering cash obtained illegally,
21 and, therefore, refused to accept and transfer cash provided by the Company to designate

1 it for the customer's account with the Company. In addition, the last Western Union that
2 worked with the Company accepted only up to \$500 per transaction. Moreover, because
3 only one Western Union accepted cash transfers from the Company, the public was aware
4 of the single location where the Company transferred cash provided by customers, which
5 drew even more attention to the Company representatives.
6

7 **Q. Are Rhode Island Energy customers still able to transfer cash to their Rhode Island
8 Energy account directly through a Western Union location in Rhode Island?**

9 A. Yes. Customers themselves may still transfer cash to their Rhode Island Energy account
10 at any of the dozens of Western Union locations in Rhode Island.
11

12 **IV. Risk to Company Employees for Accepting Cash Payments in the Field**

13 **Q. Are Company employees at risk when they are required to accept cash payments
14 from customers when tendered at the time of service disconnection?**

15 A. Yes. Based on actual experience over the past 20 years, the Company has serious safety
16 concerns over the practice of requiring field representatives to accept cash payments at a
17 customer's residence. As soon as a Company field representative knocks on a customer's
18 door for purposes of terminating service, the representative is in a confrontational
19 situation with the customer. Confrontation draws attention. When the customer gives
20 cash to Company field representative then and there to prevent termination, the field
21 representative must accept the cash without exception under the Termination Rules. This

1 practice creates a well-known perception that field representatives may be carrying cash
2 at any point throughout the day. As a result, they become visible and predictable targets
3 for theft or assault. This routine exposes field representatives to significant personal risk,
4 making their role not only challenging, but inherently dangerous.

5
6 **Q. Do you have examples of the risks to the health and safety of the Company's field**
7 **representatives in these situations?**

8 A. Yes. Just in 2024 and 2025, the Company's collections representatives have experienced
9 several notable safety issues involving residential customers that have required police
10 support, including two instances of theft of the field representative's iPad directly from
11 the employee's person; one instance of a customer brandishing a gun towards the field
12 representative, accompanied by threats that the customer will be waiting for them if they
13 turn off the meter; two instances where the Company's field representative was followed
14 after leaving the customer's premises and the customer threatened that they would "blow
15 their heads off;" and a customer otherwise acting belligerent and verbally threatening the
16 field representative, such that the customer's premises was noted to not return without
17 police escort. These examples of serious safety incidents or threats highlight the
18 dangerous situations utility field representatives find themselves in when terminating
19 service to customers. The danger is heightened if the field representative is carrying
20 cash.

21

1 In addition, field representatives have reported being followed or closely observed while
2 carrying or transferring cash from residential and commercial customers, creating fear
3 and anxiety among the Company's employees placed in these situations. This adds to the
4 already high-stress nature of utility field work, which often involves confrontational
5 interactions. In one instance involving a commercial customer, a Company field
6 representative received a large sum of cash from a customer while driving a clearly
7 marked Company vehicle. When attempting to transfer the cash at the only available
8 location at the time – a Western Union with limited parking – she noticed several
9 individuals sitting on the sidewalk watching her intently. The field representative felt she
10 was being profiled while handling the cash and has since observed the same individuals
11 repeatedly in the area, suggesting they may have learned her routine for transferring cash.
12 Inside the Western Union, the transfer process took more than 45 minutes to transfer the
13 large sum of cash, as clerks frequently paused their help for the Company's field
14 representative to assist other customers, further prolonging the field representative's
15 exposure and discomfort.

16
17 **Q. Has the updated process of the Company depositing cash received from customers**
18 **in the field at a designated bank eliminated the safety issues inherent in Company**
19 **employees carrying cash in the field?**

20 A. No. From the point that the cash payment is accepted, the Company's field
21 representative is in a hazardous position until the cash payments can be reconciled or

1 brought to another location to apply to the customer's account. The updated process to
2 deposit the cash received from customers in the field into an account at a designated bank
3 eliminates the inefficiencies the Company experienced at the Western Unions; however,
4 it does not eliminate the safety issues of Company employees carrying cash in the field.

5
6 **Q. Do Company employees fear for their health and safety from carrying cash in the**
7 **field?**

8 A. Yes, very much so. As a result of the dangerous situations the Company's employees
9 have encountered over the years, the Company's field representatives are fearful of the
10 requirement to collect and carry cash payments as a matter of course in their jobs. This
11 requirement needlessly and unreasonably endangers the personal safety of Company's
12 employees. The fear also affects their mental health, through the feeling of being
13 constantly watched or followed when they are carrying cash while attempting to carry out
14 their jobs on behalf of the Company.

15
16 **V. Conclusion**

17 **Q. Does this complete your testimony?**

18 A. Yes.