

**From:** [Jen Barrett](#)  
**To:** [SoS Rulemaking](#)  
**Subject:** [EXTERNAL] Rulemaking Hearing - ITEMIZATION AND INVOICING OF ANCILLARY NOTARY PUBLIC FEES  
**Date:** Tuesday, December 26, 2023 4:40:20 PM  
**Attachments:** [Outlook-chsipllx.png](#)

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Good Afternoon, Thank you for allowing me to respond to the Proposed Notary Rule changes discussed at your Public Hearing on Tuesday, December 19, 2023. I am writing regarding the proposed rule 2.4. ITEMIZATION AND INVOICING OF ANCILLARY NOTARY PUBLIC FEES

I have been a Notary Public/Loan Signing Agent for just shy of 5 years and present real estate documents. As a Loan Signing Agent working on behalf of our clients, we are paid a flat rate by our clients, who are primarily Title Companies, Signing Services, and Attorneys.

The rates vary based on what type of documents are being presented. For instance, seller, buyer, refinance, reverse mortgage, full purchase, CHFA, etc. are all paid differently. There is not a separate payment for notarial acts. There are times when if the fee for the acknowledgments was charged at \$15/notarial act, we are getting paid less than that total would be and other times more.

The act of providing an itemized invoice before the actual closing would be nearly impossible as neither I nor my client, i.e. Title, are necessarily aware of the number of documents needing to be notarized in advance of closing. The majority of the documents come from the lender and can change within hours of the closing. Whereas the Closing Disclosure is to be received 3 days before closing by the signer, with all of the fees/final numbers, etc., a Statement of Authority or Quit Claim Deed for example could be added after the CD has been sent because it doesn't change the customers final numbers. If we had to provide an itemized invoice, that could delay the closing another 3 days because of an additional acknowledgment that had to be added.

I also believe a separate breakdown of fees from the Notary would cause a lot of confusion to the people in the real estate transaction who are already reviewing their closing costs from the lender and Title.

A proposal would be to exempt Real Estate closings from the new rule, and implement it for General Notary Work only. Or perhaps allow a flat rate from the Title Companies/Signing Services to continue, which is to be considered inclusive of all other tasks performed. Maybe the fee isn't for the notarial acts at all but for the presentation of the documents as a whole. And if some Title companies do have a separate line item on the Settlement Statement for 'Notary', perhaps it should be noted as 'Closing Presentation Fee' or Loan Signing Agent fee, so that it isn't misconstrued as simply a Notary fee.

That may be the best solution, as then the buyer/seller doesn't see it as just the charge for the Notary acts.

Thank you very much for your time. I understand that a lot of this is 'in the weeds' for people who are not in the real estate industry, so I am happy to expand or provide clarification if needed.

Thank you again,

Jen Barrett



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