

To the Colorado Department of State Rulemaking Committee,

My name is Martin De Jong and I do business based out of Loveland as Honest Notarizations. My commission as a notary public in the great state of Colorado began in 2018. It's been my pleasure to serve the people in Northern Colorado as a mobile notary and loan signing agent for the past 5 years.

I am writing in regards to the new proposed notary laws: 2.4.1, 2.4.1(a), 2.4.1(b), and 2.4.2. I will begin by addressing the loan signing aspect, and then reference what's referred to as general notary work, as they are 2 different types of work.

Others have spoken to the complications of applying the notary regulations to real estate closings, and I echo their sentiments. As mentioned, we do not know how many notarizations are in the documents, or number of pages for that matter, until we receive the documents to print. It is worth mentioning that the consumer also does not know, as it is not the focus of a real estate closing. They are focused on getting funded whether it's a sale, purchase, refinance, heloc, etc. And the notary does not bill the signer directly. As others have indicated, this would make invoicing very complicated to start billing by number of notarizations.

For these types of closings, there are many parties involved in the notary fee. For example, I often get hired by signing services. If the full fee is \$125-150 or more, I may get \$75-100, and many times I don't even invoice the signing service. Signing service has their own fee arrangements with the title company.

Also, there are buyers sides and seller sides for the same documents. It would be hard to distinguish who is responsible for the notary fee, or charge both sides, etc. Sometimes buyers and sellers are together, and they could sign separately. That could change last minute too, which means redoing the fees/paperwork.

This would be impractical and almost logistically impossible to coordinate, and for your office to regulate and enforce as well. Especially in a fast moving industry, with last minute documents and changes. Many times we print the documents and rush to the closing right before the appointment time.

Also, the notary or signing fee may not even be listed on the settlement statement or CD, as it is part of the "escrow" or "closing" fee. Title may not itemize it separately if they are closing in office and not hiring a third party to close for them, or that may be just how they disclose their fee.

As you can see, the notary fee or number of notarizations has no bearing on the consumer, and only complicates those preparing and executing documents for the consumer.

Further, many transactions are for out of state properties. I sign with someone who just moved here, and is selling their Texas property, or someone living here is moving to another state. The title company for that property is in another state, and under different regulations. It would be near impossible to explain to them the regulations here, and how we can charge \$15/notarization, and present the itemized invoice. There are 50 states with different regulations on their notary fees, not to mention attorney states and how they operate, or the different real estate regulations and title processes for that state.

Moving on to general notary work. This is different than loan signings in that the consumer contacts me directly for documents that they need notarized. This could be just a document or 2, or it could be more involved, like estate planning documents, requiring 2 witnesses and more coordination of schedules. This could also take place in a hospital, with additional complications.

In these cases, I am invoicing the customer directly and we discuss travel fee, # of notarizations, etc.

I do my best to scope out the extent of the work with all my screening questions, but there are often times where the job is more involved than what the customer said over the phone. It's hard to qualify all the possible fees or situations that you may potentially encounter at the signing, and disclose them to the signer before the appointment.

Due to the nature of the mobile service that we provide, our fee will always be more than the state regulated fee of \$15.

For this reason, I propose a higher minimum, such as \$50, or # of notarizations, whichever is greater, if the notary doesn't provide a receipt. Travel fees vary by notary and location and distance for each notary. This way, if a notary drives 30 minutes and only notarizes one document, the fee isn't only \$15.

For loan closings, a higher minimum, such as \$75-100 for sellers, \$100-150 for purchases, etc. depending on the type of deal.

I also am in agreement with the 2 amendments below, 2.4.3 proposed by Land Title of Colorado, and 2.4.4 proposed by Lindy Rich Services.

2.4.3 RULE 2.4 SHALL NOT APPLY TO SERVICES PROVIDED IN CONJUNCTION WITH THE BUSINESS OF TITLE INSURANCE, AS DEFINED IN C.R.S. 10-11-102(3), TO CLOSING AND SETTLEMENT SERVICES, AS DEFINED UNDER C.R.S. 10-11-102(3.5), OR TO SETTLEMENT SERVICES, AS DEFINED UNDER C.R.S. 10-11-102(6.7).

2.4.4 RULE 2.4 SHALL NOT APPLY IN INSTANCES WHERE THE NOTARY IS ENGAGED IN A FLAT-RATE ARRANGEMENT. THESE CIRCUMSTANCES PERTAIN TO SITUATIONS WHEREIN THE NOTARY IS NOT DIRECTLY ENGAGED BY A CONSUMER. IN SUCH CASES, THE NOTARY PROVIDES SERVICES ENCOMPASSING NOTARIAL CERTIFICATES, WHERE THE FEE REMAINS CONSTANT AND IS NOT CONTINGENT UPON THE NUMBER OF NOTARIAL CERTIFICATES BUT RATHER IS INCLUSIVE WITHIN THE PREDETERMINED FEE STRUCTURE.

Thank you for your consideration and opportunity to comment.

Martin De Jong