

12/21/2023

To the Colorado Department of State Rulemaking Committee,

My name is Danyiell Lindoerfer Eckrich and I represent Lindy Rich Services, LLC and am also a CO notary public. I am concerned about the newly proposed laws: 2.4.1, 2.4.1(a), 2.4.1(b), and 2.4.2. As a Loan Signer, I am a Notary Public which means I follow the laws of the office of the CO Notary Public on the documents that I notarize. However, the amount of notarizations compared to the rest of my duties are minimal.

As a Signing Agent we are typically sent an invitation from a Signing Service, Title Company, Lender, Attorney or Real Estate Agent to close a package of real estate/ title/ lender documents. This invitation contains a set fee that the client is offering, the type of signing, whether or not scanbacks are required, a zipcode of the location we are to meet at and any other special services we may have to provide. It DOES NOT contain the amount of notary certificates we must complete. In fact, other than completing our notary journals and following the laws on those notarizations, we do not consider the amount of notary certificates at all.

When we accept the invitation, we are agreeing to do whatever they have specified in that invitation. This usually includes: Confirming the time with the signers (consumers), receiving documents from the client, checking the documents for errors, printing 2 sets of the documents (1 for the signing & 1 for the signer (consumer)) We then must make sure that we watch for any changes to the documents, which may require reprinting, if there are changes. This happens quite often. We then go through the documents and make sure we understand them, we don't have questions on them and we make sure we have all required CO compliant certificates in the document set. If we have questions, we immediately contact the client and ask for clarification, point out any errors and wait for the client to get back with us. We then travel to the signing (wherever the consumer requests) and meet with the signer(s). At which point we ID the signer(s), present anywhere from 50 - 350 pages, making sure that the signing is complete to the clients specifications. We notarize the documents that need it and then check all of the documents for errors or mistakes. We complete our journals and then either scan the documents back from the table or travel back to our offices, in order to scan from there. Once we scan, if required, we wait for the approval of the scans or for items they need us to fix to be able to fund. Once everything is complete and correct, we travel to the shipping company or the client to drop the documents.

This is a typical signing. What it doesn't say is that we often have to call the client from the table and have to print new/additional docs at the table (sometimes notarized and sometimes not). We stay at the signing even when the signer takes 2 or 3 hours for a 50

page document because they have to read the whole thing or because there is an issue with the document set and we have to wait for a solution. We bring pens for our signers, we make our schedules fit our signers. We make sure that our signers understand their documents and if we can't answer their questions we make sure we call someone who can.

The point I am making is that we are notaries as part of our job as Loan Signers, just as title agents are able to close documents because they are also commissioned notaries. Our fees are not based on the amount of notarizations we do. The fees are based on the going rate of a mobile closer and the essential services they provide. A Loan Signer is person who is versed in the documents that they are presenting to the signer, who makes sure that the documents are completed accurately and completely INCLUDING notarizations. We may have 10 notarizations in a package of 200 pages or we could have 4 notarizations in the same package. Our fee does not change. We are not doing general notary work and making money on each notarization. We are providing notarizations as a service WHILE we are doing entire closing packages, .

Keeping all of that in mind, we would not be able to provide the services we do currently at the high standard we keep, at the pace we can right now, if this law goes forward in the current version.

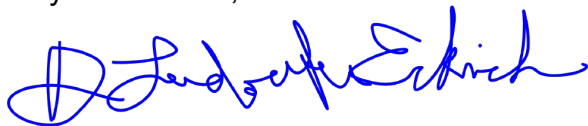
I am in agreement with OPTION 1 of the **document from Land Title of Colorado which we are referring to as - "Exhibit A - LTAC Comments to SOS Proposed Rule 2.4 to 8 CCR 1505-11" dated December 18, 2023 by Penny McKelroy, CTIS, CESS President.**

**The ability to complete our job and do a good job for the consumers and protect their real estate transactions would be SEVERELY hampered by the law without the addition of Option 1 - 2.4.3 as seen below.**

**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).**

I appreciate your time and the opportunity to write this letter and I hope that your office understands the amount of undue hardship this would place on the consumer, the loan signer and the client.

Thank you so much,

A handwritten signature in blue ink, reading "Danyiell Lindoerfer Eckrich". The signature is fluid and cursive, with the first name "Danyiell" being the most prominent.

Danyiell Lindoerfer Eckrich

Loan Signing Agent, CO Notary, Co-Owner of Lindy Rich Services, Co-Ambassador of Colorado Notary Academy

**Attachment**

Exhibit A - LTAC Comments to SOS Proposed Rule 2.4 to 8 CCR 1505-11



December 18, 2023

Via Email

The Honorable Jena Griswold  
Secretary of State  
State of Colorado  
1700 Broadway  
Suite 550  
Denver, CO 80206

**Re: LTAC Comments to SOS Proposed Rule 2.4 to 8 CCR 1505-11**

Dear Secretary Griswold:

On behalf of the Land Title Association of Colorado (LTAC), I hereby submit comments in response to Proposed Rule 2.4 to 8 CCR 1505-11:

As background, an escrow officer is an employee of a title company, a notary, and closes real estate transactions. They do not charge separately for notarization of certain closing documents. Any charges applied are part of the overall settlement service fee. This proposed rule would require a title company/escrow officer to provide an itemized invoice to the consumer before performing notarial acts associated with real estate closings. This will cause confusion for the consumer as further outlined below.

Title companies are regulated by the Colorado Division of Insurance (DOI). Closing fees in relation to the business of title insurance are approved and filed with the DOI. These filed fees are public record and are available online or upon request from the title company. In addition, the Consumer Financial Protection Bureau (CFPB) as part of the governance of lenders, requires accurate disclosures of all closing costs to the buyer within three days of the loan application on the Initial Loan Estimate form. There are specific fields for closing costs on this federally mandated form. It is standard industry practice for title companies to incorporate notary services as part of the overall closing cost and disclose that cost on both the Initial Loan Estimate form and an additional required form known as the Closing Disclosure. The Closing Disclosure form is required three days before closing. The Initial Loan Estimate Form and the Closing Disclosure form must match. Mandating a separate notarial cost disclosure for a real estate transaction will cause confusion to the consumer and could result in delayed real estate closings.

For example, under this proposed rule, the Lender must disclose a separate notary fee for each of the six documents requiring notarization on the Initial Loan Estimate. Once the property is ready for closing and the title company is preparing the final documents, it is determined that there are 10 documents which require notarization (as opposed to six). The closing would have to be delayed for the redisclosure of the charge for the additional four documents requiring

notarization, which is required by the CFPB. This could delay the closing and transfer of the property for several days.

**For these reasons, LTAC proposes two alternative changes to the proposed rule, highlighted in red below, in preferential order:**

**Option 1**

2.4.1 IF A NOTARY PUBLIC CHARGES FOR ANY SERVICE IN ADDITION TO THE NOTARIAL ACT, THE NOTARY PUBLIC MUST:

- (A) INFORM THE CUSTOMER OF THE CHARGES BEFORE PERFORMING THE NOTARIAL ACT; AND
- (B) PROVIDE AN ITEMIZED INVOICE THAT LISTS EACH SPECIFIC CHARGE.

2.4.2 IF A NOTARY PUBLIC FAILS TO ITEMIZE SPECIFIC CHARGES, THE AMOUNT CHARGED IS PRESUMED TO SOLELY COVER THE NOTARIAL ACT. IF THAT AMOUNT EXCEEDS THE STATUTORY FEE LIMIT IN SECTION 24-21-529, C.R.S., THE INVOICE IS PRESUMPTIVE EVIDENCE OF A VIOLATION OF THE REVISED UNIFORM LAW ON NOTARIAL ACTS.

**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).**

**Option 2**

2.4.1 IF A NOTARY PUBLIC CHARGES FOR ANY SERVICE IN ADDITION TO THE NOTARIAL ACT, **WHICH IS REQUIRED IN ORDER TO PERFORM THE NOTARIZATION**, THE NOTARY PUBLIC MUST:

- (A) INFORM THE CUSTOMER OF THE CHARGES BEFORE PERFORMING THE NOTARIAL ACT; AND
- (B) PROVIDE AN ITEMIZED INVOICE THAT LISTS EACH SPECIFIC CHARGE.

2.4.2 IF A NOTARY PUBLIC FAILS TO ITEMIZE SPECIFIC CHARGES, THE AMOUNT CHARGED IS PRESUMED TO SOLELY COVER THE NOTARIAL ACT. IF THAT AMOUNT EXCEEDS THE STATUTORY FEE LIMIT IN SECTION 24-21-529, C.R.S., THE INVOICE IS PRESUMPTIVE EVIDENCE OF A VIOLATION OF THE REVISED UNIFORM LAW ON NOTARIAL ACTS.

The proposed language above provides consumers transparency in pricing without jeopardizing the real estate closing. The proposed rule is duplicative and unnecessary in real estate transactions. Thank you for your consideration.

Respectfully submitted,



Penny McKelroy, CTIS, CESS  
President

cc: LTAC Board