

December 26, 2023

To the Colorado Department of State Rulemaking Committee;

My name is Kelley DeLosh, and I am a Colorado notary public. I own Signed and Sealed Notary Services of Colorado. I am a full time mobile notary public who serves the citizens of the State of Colorado in many capacities. I serve as a contracted notary for attorneys, as a signing agent who closes real estate transactions, and as a notary who will travel to anyone in need of a notary such as to homes, hospitals, care centers, etc.

I am concerned about the newly proposed rules 2.4.1, 2.4.1 (a), 2.4.1(b), and 2.4.2. As a small business owner, I feel that this rule will negatively impact my business both as a contracted notary for attorneys and as a signing agent.

When doing what I will call general notary work, where the customer contacts me directly to notarize their documents, I already make my charges clear for my customers, and I believe that all notaries performing general notary work should do so as well. I inform the customer what the cost is per document, and what my travel fee will be prior to setting the appointment. When doing general notary work, I am notarizing documents already in the customer's possession. I do not create the documents nor print the documents.

As a signing agent, I am hired by a signing service, title company, or lender to conduct the real estate closing. This closing can be for a seller, a buyer, an owner refinance, reverse mortgages, and second mortgages. It can be for a loan or a cash deal. In my business, most of my assignments come from Signing Services, meaning that I do not receive the full notary fee that is disclosed on the settlement statement/closing disclosure, only a portion of that fee. For reference, a Signing Service is a company with which the title or escrow company contracts to find a notary in the area where the closing is to take place. The Signing Service is paid the full notary fee, and as the contracted signing agent I receive only a portion of that fee. Each assignment is for a set fee, regardless of the number of notarizations needed to complete the document package. The assignment includes confirming the appointment time with the signers, receiving the documents electronically from the client, printing 2 copies of the the documents ( 1 set for the signing and 1 set for the consumer to keep, which can be anywhere from 50-350 pages each ), reviewing the documents for any errors, reprinting documents if needed, and making sure that I understand the documents, and that all the notarial blocks are Colorado compliant. I then travel to the signers and conduct the closing, which entails properly identifying the signers, completing the necessary journal entries for any notarizations, and walking the signers through all the documents, getting the needed signatures, dates, and initials and notarizing the documents that require it, such as the Deed of Trust, Signature Affidavit, etc. Frequently, after all documents have been signed, I am then required to scan the documents, send them to my client who hired me, wait for approval, and then courier the documents to the shipping company to drop off the documents so they can be sent to the appropriate title company.

I am including this detail to demonstrate that when acting as a signing agent, my duties entail more than simple notarizations, and that it would be difficult to advise the signers of exactly what portion of my fee (that in and of itself is only a portion of the whole fee) is for notarizations, what part is for printing, what part is for travel, what part is for scanning, what part is for couriering, etc. Being a notary is part of my job as a loan signing agent, but it is not the only service I am expected to provide for the agreed upon set fee.

I believe it is important to note that in many cases, the closing documents are created by title/escrow offices outside Colorado. This happens when the signer is in Colorado, but the property that is being purchased or sold is in another state or the title company chosen by the lender is not in Colorado. This actually happens a good majority of the time.

As a contracted notary for attorneys, I am hired by the attorney, not the client. I attend the appointment with the attorney and their client to sign their documents or I travel to their client when they need to sign paperwork and cannot, for whatever reason, meet the attorney in their office. This includes, but is not limited to, power of Attorneys, Wills, Trusts, etc. In these instances, I am paid by the attorney directly, for an agreed upon fee, and the cost of the notarizations is included in the total amount that the attorney bills their client for the work.

I am in agreement with the proposed rule 2.4.3 from Land Title of Colorado and proposed rule 2.4.4 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 SETTLEMENTS SERVICES, AS DEFINED UNDER C.R.S. 10-11-102(6.7).**

AND

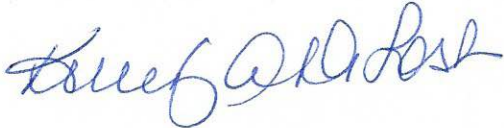
**2.4.4 RULE 2.4 SHALL NOT APPLY IN INSTANCES WHERE THE NOTARY IS ENGAGED IN A FLAT-RATE ARRANGEMENT. THESE CIRCUMSTANCES PERTAIN TO SITUATIONS WHEREIN THE NOTARY IS NOT DIRECTLY ENGAGED BY A CONSUMER. IN SUCH CASES, THE NOTARY PROVIDES SERVICES ENCOMPASSING NOTARIAL CERTIFICATES, WHERE THE FEE REMAINS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

In closing, I believe that this rule as written will negatively impact my business, as this may cause title companies and attorneys to cease using independent mobile notaries such as myself. I have invested a lot of time and money getting the proper training, education, and certifications to be signing agent and mobile notary and this rule, in it's current version, will cause significant undue hardship for independent mobile notaries and loan signing agents, and

more confusion for consumers. I do believe that there should be some sort of transparency regarding fees when notaries are hired directly by the consumer. However, when notaries are hired and paid by a third party, it can become difficult to itemize fees when the job entails more than just notarizations.

I appreciate your time and the opportunity to submit this letter, and I hope that I have illustrated for you the undue hardship that this rule would place on small business owners such as myself.

Thank you,

A handwritten signature in blue ink, appearing to read "Kelley DeLosh". The signature is fluid and cursive, with the first name "Kelley" written in a larger, more prominent script than the last name "DeLosh".

Kelley DeLosh  
Owner of Signed and Sealed Notary Services of Colorado, Colorado Notary Public, Loan  
Signing Agent