

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT
) ss:
COUNTY OF HUGHES) SIXTH JUDICIAL CIRCUIT


STATE OF SOUTH DAKOTA, EX REL.)	32CIV18-125
LARRY DEITER, DIRECTOR OF)	
INSURANCE OF THE STATE OF SOUTH)	
DAKOTA,)	
Petitioner,)	APPLICATION NO. 12
)	FOR ORDER APPROVING
v.)	COMPENSATION OF
)	CONTRACTOR TO BE EMPLOYED
)	BY THE LIQUIDATOR
RELIAMAX SURETY COMPANY,)	
Respondent.)	
)	
)	

COMES NOW Larry Deiter, Liquidator (“the Liquidator”) of ReliaMax Surety Company (“ReliaMax”), and hereby applies to the Court for an Order approving compensation as follows:

1. This application is made pursuant to SDCL 58-29B-49(3) requesting Court approval of the compensation levels of employees, consultants, and other professionals employed by the Liquidator in the pursuit of his duties under SDCL Ch. 58-29B;
2. Pursuant to SDCL 58-29B-49(2) and (3), the Liquidator has the power to employ those the Liquidator considers necessary to assist in the liquidation and fix compensation with Court approval;
3. The Liquidator has determined that the engagement of the individual and organization in this application are necessary for the liquidation to proceed;
4. Attached hereto as Exhibit A is an affidavit of Michael FitzGibbons, Special Deputy Liquidator of ReliaMax, filed in support of this application which provides details regarding the contractor included in this Application;
5. Attached hereto as Exhibit B is an engagement agreement, filed in support of this Application which provides details regarding the contractor included in this Application;
6. Also attached to this Application is a proposed Order of Approval for the Court’s consideration without necessity of a hearing unless the Court should require;

WHEREFORE the Liquidator respectfully requests that the court enter an Order of Approval for the compensation levels as contained this application.

Respectfully submitted this 23rd day of September, 2019.



Frank A. Marnell
Attorney for Liquidator of ReliaMax Surety
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501
(605) 773-3563

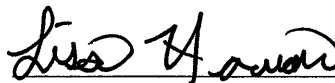


Lisa M. Harmon
Attorney for Liquidator of ReliaMax Surety
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501
(605) 773-3563

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copy of the Liquidator's Application No. 12 was served upon ReliaMax Surety Company in Liquidation via regular U.S. Mail, postage prepaid, to the company's mailing address at 3801 W. Technology Circle, Sioux Falls, SD 57106.

Dated this 23rd day of September, 2019 in Pierre, South Dakota.



Lisa M. Harmon
Attorney for Liquidator of ReliaMax Surety
124 S. Euclid Avenue, 2nd Floor
Pierre, SD 57501
(605) 773-3563

STATE OF SOUTH DAKOTA)

IN CIRCUIT COURT

) ss:

COUNTY OF HUGHES)

SIXTH JUDICIAL CIRCUIT

STATE OF SOUTH DAKOTA, EX REL.)
LARRY DEITER, DIRECTOR OF)
INSURANCE OF THE STATE OF)
SOUTH DAKOTA)

32CIV18-125

Petitioner,

) **AFFIDAVIT OF MICHAEL FITZGIBBONS**
) **IN SUPPORT OF LIQUIDATOR'S**
) **APPLICATION NO. 12**

v.)

RELIAMAX SURETY COMPANY)

Respondent.)

STATE OF SOUTH DAKOTA)

) ss:

COUNTY OF MINNEHAHA)

Michael FitzGibbons, of lawful age and being first duly sworn states as follows:

1. I am the duly appointed Special Deputy Liquidator of ReliaMax Surety Company ("ReliaMax"). Under the general supervision of the Court and the Liquidator, my staff and I oversee the day-to-day operations of ReliaMax to timely and efficiently wind down the ReliaMax liquidation estate. I am very knowledgeable about the current affairs, needs, and financial condition of ReliaMax.
2. I have reviewed and support the Liquidator's Application No. 12 and its exhibits consisting of this Affidavit and agreements with recommended contractors.
3. The contractors provided in the Liquidator's Application No. 12 are required for the liquidation of the estate which the court should approve for the reasons listed below.

Review of Records and Materials

4. To fulfill my obligations as outlined in SDCL 58-29B-49, I have determined that it is necessary for the benefit of the Liquidation Estate and creditors to engage Veris Consulting to assist with the review of various records and materials of ReliaMax.

Dated this 17th day of September, 2019.

[Handwritten signature]

Michael J. FitzGibbons, Special Deputy Liquidator
ReliaMax Surety Company, in Liquidation

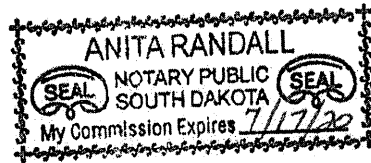
Subscribed and sworn to before me this 17th day of September, 2019.

Anita Randall

Notary Public

(SEAL)

My commission expires: 7/17/20





August 22, 2019

Michael J. FitzGibbons
Special Deputy Liquidator
ReliaMax Surety Company, In Liquidation
3801 W. Technology Circle
Sioux Falls, SD 57106

Re: *Reliamax*

Dear Mr. FitzGibbons:

This engagement letter will document the terms and conditions under which you have engaged Veris Consulting, Inc. in the above-referenced matter. We have been requested to assist with analysis and to consult with regard to the above-referenced company. It is understood and agreed that we have been retained to provide consultation with respect to regulatory issues and other reviews and that we are to work at your direction.

We have agreed that during and after the period of the engagement Veris Consulting will not disclose any privileged or confidential information, attorney work product, opinions, facts, data, or other information disclosed to us in connection with our engagement to any person or entity to whom disclosure has not been authorized in writing by you.

In connection with this matter, we will undertake such projects and provide such assistance as you may direct, and generally will consult with, advise and assist you. We will provide expert testimony if so requested.

Our fees for this engagement will be based upon the following standard hourly billing rates. Our hourly rates are typically adjusted effective July 1 of each year and, accordingly, could change during the course of this engagement.

Chairman/CEO	\$575
Managing Directors	500
Director	425
Senior Manager	375
Manager	325-350
Senior Consultant	275-300
Consultant	225-250

In addition to our fees, we will bill for reasonable out-of-pocket expenses incurred during the engagement.

Michael J. FitzGibbons
August 22, 2019
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Invoices will be rendered each month as the work progresses and are payable on presentation. In the event that any amount remains outstanding more than 60 days, we reserve the right to suspend work until such time that the amount is paid.

You and your client will release, indemnify, defend, and hold Veris (its owners, heirs, executors, personal representatives, successors and assigns) harmless from any liability and costs arising from this engagement, other than from Veris' willful misconduct or gross negligence.

If the above conforms to your understanding, please sign the original of this letter and return it to me.

Sincerely,



Michelle J. Avery
Senior Managing Director
Practice Leader Accounting & Auditing Litigation

Accepted:



Signature

August 22, 2018

Date