

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA

FILED AND ENTERED  
ON DOCKET

In re

AMERCO, a Nevada corporation,

Debtor.

BK-03- 52103 -GWZ JUN 20 P5:00

Chapter 11

**ORDER APPROVING AGREEMENT  
WITH TRUMBULL ASSOCIATES,  
L.L.C., F/K/A TRUMBULL SERVICES,  
L.L.C., AS CLAIMS AND NOTICING  
AGENT OF BANKRUPTCY COURT  
UNDER 28 U.S.C. § 156(C)**

**Date of Hearing: June 20, 2003**

**Time of Hearing: 3:00 p.m. P.D.T.**

Upon the application dated June 20, 2003 (the "**Application**")<sup>1</sup>, of the above-captioned debtor and debtor-in-possession (the "**Debtor**"), for entry of an order approving the agreement with Trumbull Associates, L.L.C., f/k/a Trumbull Services, L.L.C. ("**Trumbull**"), appointing Trumbull as claims and noticing agent (the "**Claims and Noticing Agent**") of the Bankruptcy Court under 28 U.S.C. § 156(c); and upon the "Declaration of Andrew A. Stevens in Support of Chapter 11 Petition and First Day Orders," this Court finds that: (i) it has jurisdiction over the matters raised in the Motion under 28 U.S.C. §§ 157 and 1334; (ii) venue of this matter is proper under 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core proceeding under 28 U.S.C. § 157(b)(2); (iv) the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest; (v) adequate and proper notice of the Motion and the hearing thereon has been given and that no other or further notice is necessary; and (vi) good and sufficient cause exists for the granting of the relief requested in the Motion as set forth herein,

<sup>1</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the Application

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Application is GRANTED.

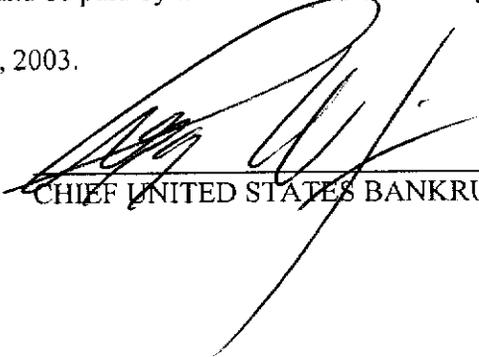
2. Pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure and 28 U.S.C. § 156(c), the Debtor, as debtor-in-possession, is authorized to employ and retain Trumbull as claims and noticing agent as of the Petition Date to perform the following services as requested:

- (a) Prepare and serve required notices in this chapter 11 case, including:
  - (i) A notice of the commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - (ii) A notice of the claims bar date;
  - (iii) Notices of objections to claims;
  - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
  - (v) Such other miscellaneous notices as the Debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;
- (b) Within five business days after the service of a particular notice, file with the Clerk's Office a certificate or affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, and (iii) the date and manner of service;
- (c) Maintain copies of all proofs of claim and proofs of interest filed in this case;
- (d) Maintain official claims registers in this case by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
  - (i) The name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - (ii) The date the proof of claim or proof of interest was received by the Claims and Noticing Agent and/or the Court;

4. Trumbull shall, on a monthly basis, submit detailed invoices to the Debtor for services rendered, with a copy to the Office of the United States Trustee.

5. The fees and expenses of Trumbull incurred in the performance of the services described herein and in the Agreement annexed hereto as Exhibit A shall be treated as an administrative expense of the Debtor's chapter 11 estate and be paid by the Debtor in the ordinary course of business.

Dated this 20 day of JUNE, 2003.



CHIEF UNITED STATES BANKRUPTCY JUDGE

6. The Claims and Noticing Agent shall docket all proofs of claim filed in this case electronically on the Court's docket.
7. Trumbull shall receive necessary training to use the Court's electronic filing procedures.

## AGREEMENT

This Agreement is entered into as of June 12, 2003, between AMERCO ("Client"), and Trumbull Associates, L.L.C., f/k/a Trumbull Services, L.L.C. ("Trumbull Associates").

### Recitals

Client desires to retain the claims management services of Trumbull Associates. Trumbull Associates desires to accept such engagement, upon the terms and conditions hereafter set forth. For purposes of this Agreement, "Trumbull Associates" shall mean Trumbull Associates, L.L.C. and its affiliates, servants, agents, employees and subcontractors.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises contained herein, the parties agree as follows:

#### 1. Nature and Scope of Services By Trumbull Associates.

Subject to the terms and conditions contained herein, Trumbull Associates will furnish to Client and Client will purchase from Trumbull Associates the services (collectively, the "services") described on Exhibit "1" attached hereto and made a part hereof. Client elects to utilize Tier 3 at \$1,000.00 per month in accordance with the Software/Hardware charges identified on Exhibit "1".

Trumbull Associates' endeavors to provide continuous improvements in its service to its customers. In furtherance thereof, Trumbull Associates reserves the right to make changes in its operational procedures, systems, application programs, and other changes that may impact Client's use of, and access to, the services.

#### 2. Term and Termination.

The term of this Agreement will be month to month, commencing as of June 15 2003, and shall be automatically renewed at the end of each month, unless it is not renewed by either party upon 30 days prior notice. Nonrenewal is conditioned upon bankruptcy court approval. In the event of a breach by either party of any provision of this Agreement, and the failure of that party to cure such breach within 30 days after notice thereof from the other party, the party not in breach shall have the right, at its option, to terminate this Agreement, effective immediately after the expiration of such 30 day cure period.

In the event of a termination of this Agreement, Trumbull Associates agrees to cooperate with Client to maintain an orderly transfer of Client's records and data. Client shall pay for these services in accordance with Trumbull Associates' then existing prices for such services.

#### 3. Compensation.

All invoices billed to Client shall be sent to: AMERCO  
Attn: Gary Klinefelter, Esq.  
2727 N. Central Ave.  
Phoenix, Arizona 85004

If Client contact should change, Client will be responsible to provide Trumbull Associates information of new contact responsible for payment.

Client shall pay Trumbull Associates based upon the Price Schedule contained in Exhibit "1", attached hereto and made a part hereof. For all such services rendered, Trumbull Associates requires a \$10,000.00 retainer. Client will prepay by wire transfer any postage cost estimated by Trumbull to exceed \$50,000, prior to the mailing in question. Client will route all wire transfers to Trumbull as follows:

Receiving Bank: Fleet Bank  
Hartford, CT  
Account No: 9402857454  
ABA No: 011900445  
Credit to: Trumbull Associates, LLC  
External comments: [Reason for wire – e.g. Postage Prepayment]

Trumbull Associates reserves the right to increase the fees set forth on Exhibit 1 on the first year anniversary of this Agreement and every 12 months thereafter. Trumbull Associates agrees to provide Client with 60 days notice of any price increase. Trumbull Associates shall present original invoices to Client, on a monthly basis, which shall set forth the following information:

The name and address of Trumbull Associates;  
Date and dollar amount of fee due; and  
Itemization of services rendered.

Client agrees to pay all invoices within 30 days of receipt to restore the retainer to its original \$10,000.00. Client will pay Trumbull Associates a late charge of 1½% of the delinquent amount per month for each calendar day for which a payment is delinquent for more than 10 days after the due date, provided, however, that if such rate exceeds the maximum rate permitted by applicable law, such rate shall be reduced to the maximum rate permitted by law.

Client agrees to pay to Trumbull Associates any charges and costs assessed by Trumbull Associates resulting from Client error, including re-runs. Charges for fees shall be at Trumbull Associates's then existing rates.

In the event Client requests that Trumbull Associates provide, and Trumbull Associates agrees to provide, services other than those listed on Exhibit "1", which are beyond the normal business practice of Trumbull Associates, Client agrees to pay Trumbull Associates for the costs associated with such services. These services may include, but are not limited to, making its records and personnel available for a CPA audit, obtaining errors and omissions insurance, and off site data storage.

In addition to all other charges and costs hereunder, Client shall pay Trumbull Associates all taxes that are applicable to this Agreement and which are required to be collected by Trumbull Associates or paid by Trumbull Associates to taxing authorities, including any excise, sales or use tax, but excluding any taxes based on net income.

#### 4. Confidentiality.

Client promises and agrees that all information that is marked by Trumbull Associates as being confidential, or which, under the circumstances, and in good faith and good conscience, ought to be treated as confidential by Client (collectively, "Confidential Information"), is furnished to Client for use by Client only for the sole purposes of administering Client's bankruptcy proceeding. Confidential Information includes, but is not limited to, Trumbull Associates' systems, software, processes,

business methods, proposals and inventions, including, without limitation, Trumbull Associates' Bankruptcy Claims Management Software ("BCMS") and any subsequent up-dates thereto provided under this Agreement. All copies of any Confidential Information, in whole or in part, including all up-dates, are the property of Trumbull Associates, and no title to, or ownership of, any Confidential Information, or any modified parts thereof, is transferred under this Agreement to Client. Client acknowledges and agrees that Confidential Information is proprietary to, and the confidential information of, Trumbull Associates. Client agrees not to provide, disclose, or make available any Confidential Information to any third party without the prior written consent of Trumbull Associates and further agrees that disclosure may only be made if such parties have been sufficiently advised of Client's obligations hereunder. Client shall take appropriate action with respect to third parties who are permitted access to Confidential Information to ensure that such parties comply with Client's obligations hereunder. "Client" for purposes of this Section 4, shall be deemed to include the Client's counsel, currently Squire, Sanders & Dempsey L.L.P., and the Client's financial advisors, currently Alvarez and Marsal. Client further agrees that, at the termination of this Agreement, or upon request of Trumbull Associates, all copies of any Confidential Information, including all up-dates, are to be returned promptly to Trumbull Associates. The provisions of this Section 4 shall survive any termination of this Agreement.

**5. Limitation of Liability, Warranty and Indemnification.**

Client is responsible for the accuracy and adequacy of the data it provides to Trumbull Associates, and agrees to maintain back-up files that would allow Client to regenerate or duplicate all data submitted to Trumbull Associates by Client. Client acknowledges the adequacy of BCMS for its intended use.

Trumbull Associates shall not be liable for its nonperformance or delay under this Agreement arising out of causes beyond its control. Trumbull Associates's liability to Client, or to any person claiming through or under Client, for any damages of any kind, shall be limited to the total amount billed or billable to Client for the portion of the particular work that gave rise to the damages. **IN NO EVENT WILL TRUMBULL ASSOCIATES BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY CLIENT, EVEN IF TRUMBULL ASSOCIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRUMBULL ASSOCIATES MAKES NO REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO BCMS OR THE SERVICES PROVIDED HEREUNDER.**

Client agrees to indemnify Trumbull Associates against any losses, claims, damages, judgments, liabilities and expenses (including attorney's fees and expenses) resulting from action taken or permitted by Trumbull Associates, under this Agreement, in good faith and without negligence or willful misconduct, in reliance upon instructions or data received from Client. Trumbull Associates agrees to give Client prompt notice of any such claims, and agrees to cooperate with Client, at Client's expense, in connection therewith.

**6. Notices.**

All notices, demands and other communications hereunder shall be in writing, and shall be deemed duly given if delivered in person or sent by reputable overnight courier service, registered or certified U.S. mail, return receipt requested, addressed as follows:

|                            |   |
|----------------------------|---|
| If to Trumbull Associates: | Trumbull Associates, L.L.C.<br>Griffin Center<br>4 Griffin Road North<br>Windsor, CT 06095<br>ATTN: Lorenzo Mendizabal, President |
| If to Client:              | Squire, Sanders & Dempsey L.L.P.<br>40 N. Central Ave., #2700<br>Phoenix, Arizona 85004<br>ATTN: Karen Graves                     |

**7. Independent Contractors.**

Client and Trumbull Associates are independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

**8. Attorney's Fees and Costs.**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled, subject to any required approval of the bankruptcy court.

**9. Rights of Ownership.**

Client agrees that all inventions, improvements, discoveries or developments, including, without limitation, computer software authored by Trumbull Associates (collectively, "Work Product"), which Trumbull Associates may conceive or make during the term of this Agreement, either solely, or jointly with others, and whether arising from Trumbull Associates' own efforts or suggestions from other sources, that arise out of the services provided hereunder, are the exclusive property of Trumbull Associates, shall not be treated as a "work made for hire", and shall be free of any claim or retention of rights thereto on the part of Client. In addition to the foregoing, Client does hereby convey and assign to Trumbull Associates, absolutely and exclusively, all Work Product and all rights therein.

Client agrees, at the request and expense of Trumbull Associates, to execute all documents and to do all things that may be reasonably necessary to protect the rights of Trumbull Associates and vest in it and its assigns all Work Product.

**10. Nonsolicitation.**

Client agrees that, during the term of this Agreement and for one year thereafter, it shall not interfere with the business of Trumbull Associates by hiring, soliciting, inducing or otherwise causing any employee of Trumbull Associates to terminate his employment in order to become an employee or contractor to Client.



11. **Miscellaneous.**

This Agreement constitutes the only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter covered herein.

The laws of the State of Connecticut shall govern this Agreement.

No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by both parties.

Should any provisions of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall remain in effect.

This Agreement shall be binding upon and inure to Client and Trumbull and their respective successors and permitted assigns; provided, however, that Trumbull Associates may assign this Agreement to an affiliated company, without Client's consent.

This Agreement may be executed in two counterparts, both of which shall be considered one and the same Agreement. A facsimile copy of this Agreement shall be considered an original copy.

Signed as of the date first written above.

AMERCO, a Nevada Corporation

Trumbull Associates, L.L.C.

By: \_\_\_\_\_



Title: \_\_\_\_\_

Lorenzo Mendizabal  
Title: President



## PROCESSING SERVICES AND FEES

4 GRIFFIN ROAD NORTH, WINDSOR, CT 06095 (860) 687-5400 OR (888) 410-2963 EXT 75400

### Noticing Services

|  |  |
|--|--|
| Standard Notice Printing up to first 75,000 pages<br>Per Page Double Sided (includes insertion and envelopes)  | \$0.25 per page  |
| Standard Notice Printing in excess of 75,000 pages<br>Per Page Double Sided (includes insertion and envelopes) | \$0.20 per page  |
| Acknowledgement Notice   | \$0.20 per card  |
| Postage  | Actual Cost – (Prepayment by wire required prior to any mailing for which Trumbull estimates postage will exceed \$50,000) |
| Newspaper Legal Notice Publishing<br>Public Debt and Equity Holders  | Quote prior to publishing<br>Priced based on nature and type of security holders   |

### Claims Management

Includes processing, examination, data entry, review \$65.00 (blended) per hour

### Document Management

Imaging \$0.30 per image  
Administrative Support \$50.00 per hour

### Software/Hardware

|  |   |
|--|---|
| License Fee and Database Storage                         |   |
| Tier 1 – Complete Internet Access                        | \$3,000 per month minimum - \$0.10 per creditor     |
| Tier 2 - Limited Internet Access                         | \$2,000 per month                                   |
| Remote Access for Tiers 1 and 2                          | Includes 3 users (additional users \$250 per month) |
| Tier 3 - Public Internet Access                          | \$1,000 per month                                   |
| (for cases with less than 2,000 creditors)               |   |
| Unlimited Standard Reporting Included with Tiers 1 and 2 |   |

### Consulting

|  |                              |
|--|------------------------------|
| Administrative Support                 | \$50.00 per hour             |
| Assistant Case Manager/Data Specialist | \$65.00 - \$80.00 per hour   |
| Case Manager                           | \$110.00 - 125.00 per hour   |
| Automation Consultant                  | \$140.00 - \$160.00 per hour |
| Sr. Automation Consultant              | \$165.00 - \$185.00 per hour |
| Consultant                             | \$175.00 - \$225.00 per hour |
| Sr. Consultant                         | \$230.00 - \$300.00 per hour |

### Disbursements

Issuance Quote prior to printing

### Expenses

Travel, overnight shipping, fax etc. Reimbursed at cost