POWER ONE INC

Filed by

SOMMERS JAMES

FORM SC 13D

(Statement of Beneficial Ownership)

Filed 06/11/98

Address	740 CALLE PLANO CAMARILLO, CA 93012
Telephone	8059878741
CIK	0001042825
Symbol	PWER
SIC Code	3679 - Electronic Components, Not Elsewhere Classified
Industry	Electronic Instr. & Controls
Sector	Technology
Fiscal Year	12/31

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO.)*

Power-One, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

739308 10 4
(CUSIP Number)

David A. Knight, c/o Stephens Group, Inc., 111 Center Street, Little Rock, AR 72201, (501) 377-2573

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 8, 1998
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ].

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Voting Trust pursuant to a Voting Trust Agreement dated as of June 8, 1998
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 6,793,098
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power -0-

11	Aggregate Amount Beneficially Owned by Each Reporting Person 6,793,098
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [ ]
13	Percent of Class Represented by Amount in Row (11) 39.8
14	Type of Reporting Person (See Instructions) OO

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Stephens Group, Inc.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [x]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 3,704,050

11	Aggregate Amount Beneficially Owned by Each Reporting Person 3,704,050
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 21.7
14	Type of Reporting Person (See Instructions) HC,CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Jackson T. Stephens Trust No. One
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 121,908

11	Aggregate Amount Beneficially Owned by Each Reporting Person 121,908
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.7
14	Type of Reporting Person (See Instructions) OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Jackson T. Stephens

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 24,000
	8	Shared Voting Power -0-
	9	Sole Dispositive Power 22,000
	10	Shared Dispositive Power 275,112

11 Aggregate Amount Beneficially Owned by Each Reporting Person

297,112

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

1.7

14 Type of Reporting Person (See Instructions)

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Warren A. Stephens
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 52,272
	8	Shared Voting Power 117,609
	9	Sole Dispositive Power 52,272
	10	Shared Dispositive Power 612,755

11	Aggregate Amount Beneficially Owned by Each Reporting Person 665,027
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 3.9
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Bess C. Stephens Trust
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 151,204

11	Aggregate Amount Beneficially Owned by Each Reporting Person 151,204
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.9
14	Type of Reporting Person (See Instructions) OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Bess C. Stephens

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)
Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization
Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power 30,000
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 548,075

11 Aggregate Amount Beneficially Owned by Each Reporting Person

548,075

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

3.2

14 Type of Reporting Person (See Instructions)

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Vernon J. Giss
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 151,204

11	Aggregate Amount Beneficially Owned by Each Reporting Person 151,204
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.9
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Warren A. Stephens Trust

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 87,989

11 Aggregate Amount Beneficially Owned by Each Reporting Person

87,989

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

0.5

14 Type of Reporting Person (See Instructions)

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Warren & Harriet Stephens Children's Trust

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 130,679

11 Aggregate Amount Beneficially Owned by Each Reporting Person

130,679

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

0.8

14 Type of Reporting Person (See Instructions)

OO

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1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Jon E.M. Jacoby
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 23,522
	8	Shared Voting Power 207,609
	9	Sole Dispositive Power 23,522
	10	Shared Dispositive Power 1,423,863

11	Aggregate Amount Beneficially Owned by Each Reporting Person 1,447,385
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 8.5
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Harriet Calhoun Stephens Trust
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 60,618

11	Aggregate Amount Beneficially Owned by Each Reporting Person 60,618
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.4
14	Type of Reporting Person (See Instructions) OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Harriet C. Stephens
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 60,618

11	Aggregate Amount Beneficially Owned by Each Reporting Person 60,618
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.4
14	Type of Reporting Person (See Instructions) IN

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INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Elizabeth Ann Stephens Campbell Revocable Trust		
2	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) [x] (b) [ ]
3	SEC Use Only		
4	Source of Funds (See Instructions) Not applicable		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		[ ]
6	Citizenship or Place of Organization Arkansas		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-	
	8	Shared Voting Power -0-	
	9	Sole Dispositive Power -0-	
	10	Shared Dispositive Power 304,362	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 304,362		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[x]
13	Percent of Class Represented by Amount in Row (11) 1.8		
14	Type of Reporting Person (See Instructions) OO		

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Elizabeth Stephens Campbell

2 Check the Appropriate Box if a Member of a Group (a) [x]
(See Instructions) (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 671,233

11 Aggregate Amount Beneficially Owned by Each Reporting Person

671,233

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

3.9

14 Type of Reporting Person (See Instructions)

IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
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1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

W.R. Stephens, Jr. Revocable Trust

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 364,363

11 Aggregate Amount Beneficially Owned by Each Reporting Person

364,363

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

2.1

14 Type of Reporting Person (See Instructions)

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

SCHEDULE 13D

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Wilton R. Stephens, Jr.	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [x] (b) [ ]
3	SEC Use Only	
4	Source of Funds (See Instructions) Not applicable	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6	Citizenship or Place of Organization Arkansas	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power 30,000
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 761,234

11	Aggregate Amount Beneficially Owned by Each Reporting Person 761,234	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[x]
13	Percent of Class Represented by Amount in Row (11) 4.5	
14	Type of Reporting Person (See Instructions) IN	

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

SCHEDULE 13D

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Jackson T. Stephens Grandchildrens Trust AAAA	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [x] (b) [ ]
3	SEC Use Only	
4	Source of Funds (See Instructions) Not applicable	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6	Citizenship or Place of Organization Arkansas	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 492,289

11	Aggregate Amount Beneficially Owned by Each Reporting Person 492,289	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[x]
13	Percent of Class Represented by Amount in Row (11) 2.9	
14	Type of Reporting Person (See Instructions) OO	

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1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Pamela Diane Stephens Trust One
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 366,871

11	Aggregate Amount Beneficially Owned by Each Reporting Person 366,871
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 2.2
14	Type of Reporting Person (See Instructions) OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
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1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Pamela Diane Stephens
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 366,871

11	Aggregate Amount Beneficially Owned by Each Reporting Person 366,871
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 2.2
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Warren Miles Amerine Stephens Trust UID 9/10/86

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 63,720

11 Aggregate Amount Beneficially Owned by Each Reporting Person

63,720

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

0.4

14 Type of Reporting Person (See Instructions)

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
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1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) John Calhoun Stephens Trust
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 63,720

11	Aggregate Amount Beneficially Owned by Each Reporting Person 63,720
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.4
14	Type of Reporting Person (See Instructions) OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Laura Whitaker Stephens Trust

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 63,720

11 Aggregate Amount Beneficially Owned by Each Reporting Person

63,720

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

0.4

14 Type of Reporting Person (See Instructions)

OO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) J & J Partners	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [x] (b) [ ]
3	SEC Use Only	
4	Source of Funds (See Instructions) Not applicable	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6	Citizenship or Place of Organization Arkansas	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 52,272

11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,272	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[x]
13	Percent of Class Represented by Amount in Row (11) 0.3	
14	Type of Reporting Person (See Instructions) PN	

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Jacoby Enterprises, Inc.		
2	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) [x] (b) [ ]
3	SEC Use Only		
4	Source of Funds (See Instructions) Not applicable		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		[ ]
6	Citizenship or Place of Organization Arkansas		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-	
	8	Shared Voting Power -0-	
	9	Sole Dispositive Power -0-	
	10	Shared Dispositive Power 209,088	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 209,088		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[x]
13	Percent of Class Represented by Amount in Row (11) 1.2		
14	Type of Reporting Person (See Instructions) CO		

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1 Name of Reporting Persons
I.R.S. Identification No. of Above Persons (entities only)

Coral Two Corporation

2 Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]

3 SEC Use Only

4 Source of Funds (See Instructions)

Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]

6 Citizenship or Place of Organization

Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 143,748

11 Aggregate Amount Beneficially Owned by Each Reporting Person

143,748

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]

13 Percent of Class Represented by Amount in Row (11)

0.8

14 Type of Reporting Person (See Instructions)

CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Douglas H. Martin
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power 41,818
	8	Shared Voting Power -0-
	9	Sole Dispositive Power 41,818
	10	Shared Dispositive Power 67,953

11	Aggregate Amount Beneficially Owned by Each Reporting Person 109,771
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.6
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

SCHEDULE 13D

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Curtis F. Bradbury, Jr.
2	Check the Appropriate Box if a Member of a Group (See Instructions) (a) [x] (b) [ ]
3	SEC Use Only
4	Source of Funds (See Instructions) Not applicable
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [ ]
6	Citizenship or Place of Organization Arkansas

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 156,816

11	Aggregate Amount Beneficially Owned by Each Reporting Person 156,816
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) [x]
13	Percent of Class Represented by Amount in Row (11) 0.9
14	Type of Reporting Person (See Instructions) IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

SCHEDULE 13D

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Bradbury Enterprises	
2	Check the Appropriate Box if a Member of a Group (See Instructions)	(a) [x] (b) [ ]
3	SEC Use Only	
4	Source of Funds (See Instructions) Not applicable	
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)	[ ]
6	Citizenship or Place of Organization Arkansas	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-
	8	Shared Voting Power -0-
	9	Sole Dispositive Power -0-
	10	Shared Dispositive Power 52,272

11	Aggregate Amount Beneficially Owned by Each Reporting Person 52,272	
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)	[x]
13	Percent of Class Represented by Amount in Row (11) 0.3	
14	Type of Reporting Person (See Instructions) PN	

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

1	Name of Reporting Persons I.R.S. Identification No. of Above Persons (entities only) Coral Partners		
2	Check the Appropriate Box if a Member of a Group (See Instructions)		(a) [x] (b) [ ]
3	SEC Use Only		
4	Source of Funds (See Instructions) Not applicable		
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)		[ ]
6	Citizenship or Place of Organization Arkansas		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power -0-	
	8	Shared Voting Power -0-	
	9	Sole Dispositive Power -0-	
	10	Shared Dispositive Power 94,089	
11	Aggregate Amount Beneficially Owned by Each Reporting Person 94,089		
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)		[x]
13	Percent of Class Represented by Amount in Row (11) 0.6		
14	Type of Reporting Person (See Instructions) PN		

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7 (INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to the common stock, par value $.001 per share, of Power-One, Inc. ("Power-One"), the principal executive offices of which are located at 740 Calle Plano, Camarillo, California 93012. This Schedule 13D is being filed to reflect a voting trust among James Sommers, as trustee (the "Voting Trustee"), and the persons listed in paragraph (a)(ii) through (a)(xxiii) of Item 2 hereto pursuant to a Voting Trust Agreement dated as of June 8, 1998 (the "Voting Trust Agreement").

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by and on behalf of (i) James Sommers, as Voting Trustee pursuant to the Voting Trust Agreement, (ii) Stephens Group, Inc., (iii) Jackson T. Stephens Trust No. One, (iv) Bess C. Stephens Trust, (v) Warren A. Stephens Trust, (vi) Warren & Harriet Stephens Children's Trust, (vii) Harriet Calhoun Stephens Trust, (viii) Elizabeth Ann Stephens Campbell Revocable Trust, (ix) W. R. Stephens, Jr. Revocable Trust, (x) Jackson T. Stephens Grandchildrens Trust AAAA, (xi) Pamela Diane Stephens Trust One, (xii) Warren Miles Amerine Stephens Trust, (xiii) John Calhoun Stephens Trust, (xiv) Laura Whitaker Stephens Trust, (xv) J & J Partners, (xvi) Jacoby Enterprises, Inc., (xvii) Coral Two Corporation, (xviii) Coral Partners, (xix) Douglas H. Martin, (xx) Curtis F. Bradbury, Jr., (xxi) Bradbury Enterprises, and (xxii) Jon E.M. Jacoby (collectively (ii) through (xxii) are the "Trust Participants") and (xxiii) the persons listed as trustees in subparagraphs (iii) through (xiv) below (collectively, the "Reporting Persons").

(i) James Sommers is the Voting Trustee of the voting trust established by the Voting Trust Agreement pursuant to Section 218 of the Delaware General Corporation Law. Mr. Sommers is a citizen of the United States of America, has a business address of 237 Cherokee Road, Charlotte, North Carolina 28207, and is principally employed as a financial consultant.

(ii) Stephens Group, Inc. is an Arkansas business corporation, engaged in the business of buying, owning, holding and selling investment securities and other assets, the principal offices of which are located at 111 Center Street, Little Rock, Arkansas 72201.

The voting stock of Stephens Group, Inc. is owned by the following persons: Jackson T. Stephens Trust No. One; Bess C. Stephens Trust; Bess C. Stephens; Warren A. Stephens Trust No. One and Wilton R. Stephens, Jr. Revocable Trust.

The executive officers and directors of Stephens Group, Inc., and their respective principal employments, are:

(A) Jackson T. Stephens, Chairman of the Board of Directors of Stephens Group, Inc.

(B) Bess C. Stephens, Director of Stephens Group, Inc.

(C) Warren A. Stephens, President of Stephens Group, Inc., and President and Chief Executive Officer of Stephens Inc.

(D) Wilton R. Stephens, Jr., Director and officer of Stephens Group, Inc. and Stephens Inc.

(E) Jon E.M. Jacoby, Director and Executive Vice President of Stephens Group, Inc., and Executive Vice President and Director of Stephens Inc.

(F) Vernon J. Giss, Director of Stephens Group, Inc.

(G) Craig D. Campbell, Director of Stephens Group, Inc. and employee of Stephens Inc.

(H) William Walker, President of

Stephens Production Company, an oil and gas production company

(I) Curtis F. Bradbury, Jr., Director of Stephens Group, Inc., and Senior Executive Vice President, Chief Operating Officer and Director of Stephens Inc.

Each of the executive officers and directors of Stephens Group, Inc. listed above is a citizen of the United States of America and has the business address of Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201

(iii) Jackson T. Stephens Trust No. One is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustees are Jackson T. Stephens and Warren A. Stephens.

(iv) Bess C. Stephens Trust, is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustees are Bess C. Stephens, Jackson T. Stephens and Vernon J. Giss.

(v) Warren A. Stephens Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Warren A. Stephens.

(vi) Warren & Harriet Stephens Children's Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Jon E.M. Jacoby.

(vii) Harriet Calhoun Stephens Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Harriet C. Stephens, who is a citizen of the United States of America, has a business address of Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201, and whose principal employment is homemaker.

(viii) Elizabeth Ann Stephens Campbell Revocable Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Elizabeth Stephens Campbell, who is a citizen of the United States of America, has a business address of Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201, and whose principal employment is as an investment banker with Stephens Inc. and Stephens Group, Inc.

(ix) W. R. Stephens, Jr. Revocable Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Wilton R. Stephens, Jr.

(x) Jackson T. Stephens Grandchildrens Trust AAAA is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Jon E.M. Jacoby.

(xi) Pamela Diane Stephens Trust One is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustees are Bess C. Stephens, Elizabeth Stephens Campbell, Wilton R. Stephens, Jr., and Pamela Diane Stephens. Pamela Diane Stephens is a citizen of the United States of America, has a business address of Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201, and is principally employed as an investment banker with Stephens Inc. and Stephens Group, Inc.

(xii) Warren Miles Amerine Stephens Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Warren A. Stephens.

(xiii) John Calhoun Stephens Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Warren A. Stephens.

(xiv) Laura Whitaker Stephens Trust is a trust formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. Its trustee is Warren A. Stephens.

(xv) J & J Partners is a partnership formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. The partners of J & J Partners are Jon E.M. Jacoby, James Jacoby and Jacoby Enterprises, Inc. James Jacoby is a citizen of the United States of America, has a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201, and is principally employed by Stephens Inc.

(xvi) Jacoby Enterprises, Inc. is a corporation formed under the laws of the State of Wyoming with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. The controlling shareholder of Jacoby Enterprises, Inc. is Jon E.M. Jacoby. The directors of Jacoby Enterprises, Inc. are Jon E.M. Jacoby, Mary Jacoby and Elizabeth Jacoby. The executive officer of Jacoby Enterprises, Inc. is Jon E.M. Jacoby.

(xvii) Coral Two Corporation is a corporation formed under the laws of the State of Wyoming with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. The controlling shareholder of Coral Two Corporation is Jon E.M. Jacoby. The executive officer of Coral Two Corporation is Jon E.M. Jacoby.

(xviii) Coral Partners is an investment partnership formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. The partners of Coral Partners are (1) Jon E.M. Jacoby, individually and through his individual retirement account, Stephens Inc. Custodian for Jon E.M. Jacoby IRA, (2) Warren A. Stephens, individually and through his individual retirement account, Stephens Inc. Custodian for Warren A. Stephens IRA, (3) K. Rick Turner through his individual retirement account, Stephens Inc. Custodian for K. Rick Turner IRA, (4) Ray Gash through his individual retirement account, Stephens Inc. Custodian for Ray Gash IRA and (5) Robert Schulte through his individual retirement account, Stephens Inc. Custodian for Robert Schulte IRA. Each of K. Rick Turner, Ray Gash and Robert Schulte is a citizen of the United States of America, has a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201, and is principally employed by Stephens Inc. Warren A. Stephens and Jon E.M. Jacoby are the managing partners of Coral Partners.

(xix) Douglas H. Martin has a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. He is a Senior Vice President of Stephens Group, Inc. and a Director and Senior Vice President of Stephens Inc.

(xx) Curtis F. Bradbury, Jr. has a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. He is a Director of Stephens Group, Inc. and Senior Executive Vice President and Chief Operating Officer and Director of Stephens Inc.

(xxi) Bradbury Enterprises is a general partnership formed under the laws of the State of Arkansas with a business address c/o Stephens Group, Inc., 111 Center Street, Little Rock, Arkansas 72201. The controlling general partner of Bradbury Enterprises is Curtis F. Bradbury, Jr.

(b) Except as described in (c) below, during the past five years, none of the Reporting Persons or the persons listed as directors, officers or partners of any of the Reporting Persons have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) nor been the subject of any civil judgment, decree or order involving any federal or state securities laws or his/her compliance therewith.

(c) Stephens Inc., an Arkansas corporation, is a second-tier, wholly-owned subsidiary of Stephens Group, Inc. and is a broker-dealer firm registered with the NASD and member of the New York Stock Exchange. Stephens Inc. served as an underwriter in the initial public offerings of the common stock of Power-One. Stephens Inc. also maintains an inventory of Power-One common stock from time to time and is a market maker for Power-One common stock. The principal offices of Stephens Inc. are located at 111 Center Street, Little Rock, Arkansas 72201. During the past five years, Stephens Inc. has not been convicted in any criminal proceeding. During the past five years, Stephens Inc. has been subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws in the following proceedings:

(i) Stephens Inc. entered into a consent order on October 4, 1996 with the NASD in NASD District 5, Matter Nos. CO5960094, CO5960040 in which the NASD found that Stephens Inc. had failed to establish, maintain and enforce proper supervisory procedures to prevent unsuitable trades or over-concentration of securities in customer accounts, improper communications by unregistered employees or through unregistered offices of the firm, improper communications and excessive compensation in connection with the wholesale marketing of certain mutual funds. Stephens Inc. agreed to engage an independent auditor to review and recommend improvements in its supervisory systems and procedures and to implement such improvements in an effort to prevent similar activities in the future and consented to a fine in connection therewith.

(ii) Stephens Inc. entered into a consent order on September 5, 1997 In the Matter of Stephens Inc., No. FW-2019 before the Securities and Exchange Commission in which the Commission found that Stephens Inc.'s procedures for obtaining consent from its advisory customers for transactions in securities in which Stephens Inc. makes a market did not fully satisfy the requirements of Section 206(3) of the Investment Advisors Act of 1940 and ordered that Stephens Inc. cease and desist from its previous method of obtaining consent and utilize only consents that fully satisfy the requirements of said Section 206(3).

(iii) On August 11, 1997, the Chicago Board Options Exchange entered a consent order In the Matter of Stephens Inc., File No. 97-0019, in which it found that Stephens Inc.'s margin system had failed to accurately compute margin requirements for certain option positions in customer accounts. Stephens Inc. agreed to engage independent accountants to review its margin system and to make recommendations to prevent a recurrence of inaccurate margin requirement computations, in an effort to assure accurate pricing and margin calculations in the future, and Stephens Inc. consented to a fine in connection therewith.

(iv) In the matter of Escambia County, Stephens Inc. and Bill Bethea, NASD No. CO5950076, the NASD found that Stephens Inc. had failed to effectively supervise one of its registered employees in the municipal finance business, who, without the knowledge of Stephens Inc., had apparently paid a bribe to an official of a public bond authority. Stephens Inc. consented to a fine in connection therewith on or about November 15, 1995.

(v) On or about July 15, 1993, Stephens Inc. entered into a consent order with the Vermont Securities Division, Vermont Securities Division Case No. 93-035-5 regarding Stephens Inc.'s relationship with a Vermont bank in connection with sales of securities on the premises of the bank, Stephens Inc. agreed to defray certain of Vermont Securities Division's administrative costs in handling this matter and to comply with the requests of the Vermont Securities Division regarding the manner in which it conducted its securities business in relation with the bank.

(vi) On or about February 1, 1995, Stephens Inc. entered into an Administrative Order and Settlement Agreement with the Securities Division of the Office of the Secretary of State of the Commonwealth of Massachusetts, Securities Division Case No. E-94-108 in which Stephens Inc. consented to an administrative fine and agreed to maintain policies and procedures to prevent any repetition of an alleged sale of certain mutual fund shares to certain purchasers in Massachusetts prior to registration of such shares in Massachusetts.

(vii) On or about October 23, 1996, Stephens Inc. entered into a letter of consent with NASDR, in NASDR Case No. CO5960089, in which it consented to a fine in connection with an allegation that Stephens Inc. had failed to include one of its public finance assignments on a Form G-37 report filed with the Municipal Securities Rulemaking Board ("MSRB").

(viii) On or about May 8, 1997, Stephens Inc. entered into a letter of consent with NASDR, in NASDR Cast No. CO5970016, in which it consented to a fine in connection with an allegation that it had failed to include two public finance assignments on a Form G-37 report filed with the MSRB and that it had failed to file two Form G-36 reports with the MSRB in connection with two municipal finance assignments.

(ix) On or about June 3, 1998, Stephens Inc. submitted a letter of consent with NASDR consenting to a fine in connection with an allegation that it had failed to execute seven transactions on behalf of public customers at the best inter-dealer market price as reported by Nasdaq, had failed to cross two customer orders with open limit orders which offered better prices, and had failed in eight instances to publish immediately bids or offers that reflected the prices and full size of customer limit orders that were at prices which would have improved Stephens' bid or offer in certain securities.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Not applicable.

ITEM 4. PURPOSE OF TRANSACTION

Collectively, Stephens Group, Inc. and persons who may be considered affiliates of Stephens Group, Inc. beneficially own approximately 43.5% of the outstanding common stock of Power-One. Stephens Inc., a wholly-owned second-tier subsidiary of Stephens Group, Inc., is a registered broker-dealer and desires to engage in certain market-making activities and other principal transactions in the common stock of Power-One without the need to deliver a prospectus under current law and regulations. In order to do so, it is necessary that Stephens Inc. not be deemed an "affiliate" under the Securities Act of 1933, as amended (the "Act") and the Exchange Act of 1934, as amended (the "Exchange Act"). Therefore, the Trust Participants entered into the Voting Trust Agreement because the relationships among them, Stephens Inc. and Power-One may create an inference that Stephens Inc. is an "affiliate" of Power-One under the Act and the Exchange Act.

Stephens Inc., a wholly-owned second-tier subsidiary of Stephens Group, Inc., makes a market in Power-One and in this capacity acquires and disposes of securities of Power-One.

Mr. Jacoby, a director and executive officer of Stephens Group, Inc. and Stephens Inc., serves on the board of directors of Power-One.

Except as set forth above, the Reporting Persons have no current plans or proposals to effect any transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) The following table discloses the ownership of the common stock of Power-One by the Reporting Persons and their respective directors and executive officers:

Name	Number of Shares	Percent of Outstanding Shares	Voting Power	Investment Power
Voting Trust pursuant to the Voting Trust Agreement	6,793,098	39.8	Sole: 6,793,098	-0-
Stephens Group, Inc.	3,704,050	21.7	-0-	Shared: 3,704,050
Jackson T. Stephens Trust No. One	121,908	0.7	-0-	Shared: 121,908

Name	Number of Shares	Percent of Outstanding Shares	Voting Power	Investment Power
Bess C. Stephens Trust	151,204	0.9	-0-	Shared: 151,204
Warren A. Stephens Trust	87,989	0.5	-0-	Shared: 87,989
Warren & Harriet Stephens Children's Trust	130,679	0.8	-0-	Shared: 130,679
Harriet Calhoun Stephens Trust	60,618	0.4	-0-	Shared: 60,618
Elizabeth Ann Stephens Campbell Revocable Trust	304,362	1.8	-0-	Shared: 304,362
W. R. Stephens, Jr. Revocable Trust	364,363	2.1	-0-	Shared: 364,363
Jackson T. Stephens Grandchildrens Trust AAAA	492,289	2.9	-0-	Shared: 492,289
Pamela Diane Stephens Trust One	366,871	2.2	-0-	Shared: 366,871
Warren Miles Amerine Stephens Trust	63,720	0.4	-0-	Shared: 63,720
John Calhoun Stephens Trust	63,720	0.4	-0-	Shared: 63,720
Laura Whitaker Stephens Trust	63,720	0.4	-0-	Shared: 63,720
Jackson T. Stephens (1)	297,112	1.7	Sole: 24,000	Sole: 22,000 Shared: 275,112
Warren A. Stephens (2)	665,027	3.9	Sole: 52,272 Shared: 117,609	Sole: 52,272 Shared: 612,755
Bess C. Stephens (3)	548,075	3.2	Shared: 30,000	Shared: 548,075
Vernon J. Giss (4)	151,204	0.9	-0-	Shared: 151,204
Jon E.M. Jacoby (5)	1,447,385	8.5	Sole: 23,522 Shared: 207,609	Sole: 23,522 Shared: 1,423,863
Harriet C. Stephens (6)	60,618	0.4	-0-	Shared: 60,618
Elizabeth Stephens Campbell (7)	671,233	3.9	-0-	Shared: 671,233
Wilton R. Stephens, Jr. (8)	761,234	4.5	Shared: 30,000	Shared: 761,234
Pamela Diane Stephens (9)	366,871	2.2	-0-	Shared: 366,871
J & J Partners	52,272	0.3	-0-	Shared: 52,272
Jacoby Enterprises, Inc.	209,088	1.2	-0-	Shared: 209,088
Coral Two Corporation	143,748	0.8	-0-	Shared: 143,748
Douglas H. Martin (10)	109,771	0.6	Sole: 41,818	Sole: 41,818 Shared: 67,953
Curtis F. Bradbury, Jr. (11)	156,816	0.9	-0-	Shared: 156,816
Bradbury Enterprises	52,272	0.3	-0-	Shared: 52,272
I. Ernest Butler (12)	90,000	0.5	Shared: 90,000	Shared: 90,000
Coral Partners	94,089	0.6	-0-	Shared: 94,089
Craig D. Campbell	-0-	-0-	-0-	-0-
William Walker	7,841	0.0	Sole: 7,841	Sole: 7,841

(1) Includes 121,908 shares beneficially owned by Jackson T. Stephens Trust No. One and 151,204 shares beneficially owned by Bess C. Stephens Trust, of which Jackson T. Stephens is a trustee. Also includes 24,000 owned by Jackson T. Stephens.

(2) Includes 121,908 shares beneficially owned by Jackson T. Stephens Trust No. One, 87,989 shares beneficially owned by Warren A. Stephens Trust, 63,720 shares beneficially owned by each of Warren Miles Amerine Stephens Trust, John Calhoun Stephens Trust and Laura Whitaker Stephens Trust, and 39,203 shares owned by each of Grandchild's Trust One UID 12/16/85, Grandchild's Trust Two UID 12/16/85 and Grandchild's Trust Three UID 12/89. Mr. Stephens is a trustee for each of these trusts. Also includes 52,272 shares owned by Stephens Inc. Custodian for Warren A. Stephens IRA. Also includes 94,089 shares beneficially owned by Coral Partners, of which Mr. Stephens is a general partner.

(3) Includes 151,204 shares beneficially owned by Bess C. Stephens Trust, 366,871 shares beneficially owned by Pamela Diane Stephens Trust One and 30,000 shares owned by W.R. Stephens, Jr. Children's Trust UID 3/1/95. Ms. Stephens is a trustee for each of these trusts.

(4) Includes 151,204 shares beneficially owned by Bess C. Stephens Trust, of which Vernon J. Giss is a trustee.

(5) Includes 39,203 shares owned by each of Grandchild's Trust One UID 12/16/85, Grandchild's Trust Two UID 12/16/85 and Grandchild's Trust Three UID 12/89, 130,679 shares beneficially owned by Warren & Harriet Stephens Children's Trust UID 9/30/87, 492,289 shares beneficially owned by Jackson T. Stephens Grandchildren's Trust AAAA, and 30,000 shares owned by each of Susan Stephens Campbell 1995 Trust UID 12/4/95, Craig D. Campbell, Jr. 1995 Trust UID 12/4/95 and Elizabeth Chisum Campbell 1995 Trust UID 12/4/95. Mr. Jacoby is a trustee for each of these trusts. Also includes 52,272 shares beneficially owned by J & J Partners, 209,088 shares beneficially owned by Jacoby Enterprises, Inc., 143,748 shares beneficially owned by Coral Two Corporation, 23,522 shares owned by Delaware Charter Guarantee & Trust F/B/O Jon E.M. Jacoby Keogh, 94,089 shares beneficially owned by Coral Partners and 94,089 shares beneficially owned by Mr. Jacoby.

(6) Includes 60,618 shares beneficially owned by Harriet Calhoun Stephens Trust, of which Harriet C. Stephens is a trustee. Excludes shares beneficially owned by Harriet Calhoun Stephens' husband, Warren A. Stephens, listed in note (2) above.

(7) Includes 304,362 shares beneficially owned by Elizabeth Ann Stephens Campbell Revocable Trust and 366,871 shares beneficially owned by Pamela Diane Stephens Trust One, of which Elizabeth Stephens Campbell is a trustee.

(8) Includes 364,363 shares beneficially owned by W. R. Stephens, Jr. Revocable Trust and 366,871 shares beneficially owned by Pamela Diane Stephens Trust One, of which Wilton R. Stephens, Jr. is a trustee. Also includes 30,000 shares owned by W.R. Stephens, Jr. Children's Trust UID 3/1/95, of which Wilton R. Stephens, Jr. is a trustee.

(9) Includes 366,871 shares beneficially owned by Pamela Diane Stephens Trust One, of which Pamela Diane Stephens is a trustee.

(10) Includes 41,818 shares owned by Stephens Inc. Custodian for Douglas H. Martin IRA and 67,953 shares beneficially owned by Mr. Martin.

(11) Includes 52,272 shares beneficially owned by Bradbury Enterprises and 104,544 shares beneficially owned by Mr. Bradbury.

(12) Includes 30,000 shares owned by each of Susan Stephens Campbell 1995 Trust UID 12/4/95, Craig D. Campbell, Jr. 1995 Trust UID 12/4/95 and Elizabeth Chisum Campbell 1995 Trust UID 12/4/95. Mr. Butler is a trustee for each of these trusts.

(b) The table below discloses the beneficial ownership of common stock of Power-One by persons who may comprise a group with any of the Reporting Persons within the meaning of Rule 13-d(3) of the Exchange Act. The persons listed below expressly disclaim membership in any group pursuant to Regulation 13D.

Name	Number of Shares	Percent of Outstanding Shares
Stephens Inc.	114,705	0.7
Grandchild's Trust One	39,203	0.2
Grandchild's Trust Two	39,203	0.2
Grandchild's Trust Three	39,203	0.2
K. Rick Turner	5,226	0.0
Stephens Inc. Custodian for K. Rick Turner IRA	5,226	0.0
C. Ray Gash	26,135	0.2
Robert L. Schulte	13,067	0.1
William S. Walker	7,841	0.0
Gordon D. Grender & Amanda F. Grender, JTWROS	78,408	0.5
Susan Stephens Campbell 1995 Trust	30,000	0.2
Craig D. Campbell, Jr. 1995 Trust	30,000	0.2
Elizabeth Chisum Campbell 1995 Trust	30,000	0.2
W. R. Stephens, Jr. Children's Trust	30,000	0.2

(c) The Voting Trustee expressly disclaims beneficial ownership of any securities covered by this Schedule 13D.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

(a) The terms of the Voting Trust Agreement to which each of the Voting Participants is a party provide that the Voting Trustee shall vote the shares of common stock of Power-One held by the voting trust "for" and/or "against" any proposal or other matter submitted to the shareholders of Power-One for approval in the same proportion as the votes cast "for" and "against" such proposal or other matter by all other shareholders, not counting abstentions. Accordingly, the Voting Trustee shall have no discretionary authority to vote the shares. The Voting Trust Agreement further provides that the Voting Trustee shall not abstain from voting any shares of common stock of Power-One held by the voting trust. No person other than the Voting Trustee shall have any voting rights with respect to the shares of common stock of Power-One held by the voting trust.

The terms of the Voting Trust Agreement also provide that the Voting Participants may transfer shares of Power-One held by the voting trust to any person that is an "affiliate" of Stephens Inc. under the Act or the Exchange Act only if the shares so transferred remain deposited in and subject to the terms of the voting trust. The Voting Participants may transfer shares of Power-One held by the voting trust to any person who is not an "affiliate" of Stephens Inc. under the Act or the Exchange Act if the transfer is approved by a majority of the board of directors of Power-One (excluding any member of the board of directors of Power-One who is an affiliate, employee, officer, director, general partner or agent of Stephens Inc. or Stephens Group, Inc.). The Voting Participants need not obtain this approval of the board of directors of Power-One if the proposed transfer is a sale pursuant to Rule 144 under the Act (treating Rule 144(k) as inapplicable and aggregating all such transfers occurring within any three-month period for purposes of Rule 144(e)) or if the proposed transfer is in connection with a business combination, tender offer or other fundamental corporate transaction under which a third-party acquirer obtains control of Power-One (other than solely through the purchase of the shares held under the voting trust).

The Voting Trust Agreement expires on the earlier of (i) ten years, (ii) transfer of all of the shares of common stock of Power-One held by the voting trust under circumstances not requiring such shares to be subject to the Voting Trust Agreement, (iii) delivery of a certificate of Stephens Inc. that Stephens Inc. no longer engages in market-making activities and principal transactions in the common stock of Power-One and will not do so without an opinion of counsel that Stephens Inc. is not an "affiliate" of Power-One under the Act or the Exchange Act, (iv) the delivery of a certificate of Stephens Inc. that a shelf registration statement for Power-One registering the market- making activities and principal transactions of Stephens Inc. has been filed with and declared effective by the U.S. Securities and Exchange Commission and that Stephens Inc. undertakes to deliver a prospectus with the confirmation of each sale by it as principal, or (v) an opinion of counsel that Stephens Inc. would not be deemed an "affiliate" of Power-One under the Act or the Securities Act upon termination of the Voting Trust Agreement.

(b) Jackson T. Stephens Trust No. One has assigned the economic interest in 10,000 shares of the Power-One common stock to one individual and in 15,000 shares of the common stock to another individual.

Warren A. Stephens Trust and Harriet Stephens Trust have assigned the economic interest in a total of 95,000 shares of Power-One common stock to a total of seven individuals, including several family members.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

(a) Voting Trust Agreement dated as of June 8, 1998 among James Sommers, as voting trustee, and the Trust Participants listed in Item 2

(b) Assignments of Economic Interest

(c) Agreement to File Joint Schedule 13D

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

STEPHENS GROUP, INC.

By: /s/ Jackson T. Stephens
Jackson T. Stephens
Chairman of the Board of Directors

JACKSON T. STEPHENS TRUST NO. ONE

By: /s/ Jackson T. Stephens, Trustee
Jackson T. Stephens,
Trustee

By: /s/ Warren A. Stephens, Trustee
Warren A. Stephens, Trustee

BESS C. STEPHENS TRUST

By: /s/ Bess C. Stephens, Trustee
Bess C. Stephens, Trustee

By: /s/ Jackson T. Stephens, Trustee
Jackson T. Stephens,
Trustee

By: /s/ Vernon J. Giss, Trustee
Vernon J. Giss, Trustee

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens, Trustee
Warren A. Stephens, Trustee

WARREN & HARRIET STEPHENS CHILDREN'S TRUST

By: /s/ Jon E.M. Jacoby, Trustee
Jon E.M. Jacoby, Trustee

HARRIET CALHOUN STEPHENS TRUST

By: /s/ Harriet C. Stephens, Trustee
Harriet C. Stephens, Trustee

ELIZABETH ANN STEPHENS CAMPBELL
REVOCABLE TRUST

By: /s/ Elizabeth Stephens Campbell,
Trustee
Elizabeth Stephens Campbell,
Trustee

W. R. STEPHENS, JR. REVOCABLE TRUST

By: /s/ Wilton R. Stephens, Jr., Trustee
Wilton R. Stephens, Jr., Trustee

JACKSON T. STEPHENS GRANDCHILDRENS
TRUST AAAA

By: /s/ Jon E.M. Jacoby, Trustee
Jon E.M. Jacoby, Trustee

PAMELA DIANE STEPHENS TRUST ONE

By: /s/ Bess C. Stephens, Trustee
Bess C. Stephens, Trustee

By: /s/ Elizabeth Stephens Campbell,
Trustee
Elizabeth Stephens Campbell,
Trustee

By: /s/ Wilton R. Stephens, Jr., Trustee
Wilton R. Stephens, Jr., Trustee

By: /s/Pamela Diane Stephens, Trustee
Pamela Diane Stephens, Trustee

WARREN MILES AMERINE STEPHENS TRUST

By: /s/ Warren A. Stephens, Trustee
Warren A. Stephens, Trustee

JOHN CALHOUN STEPHENS TRUST

By: /s/Warren A. Stephens, Trustee
Warren A. Stephens, Trustee

LAURA WHITAKER STEPHENS TRUST

By: Warren A. Stephens, Trustee
Warren A. Stephens, Trustee

J&J PARTNERS

By: /s/ Jon E.M. Jacoby
Jon E.M. Jacoby

JACOBY ENTERPRISES, INC.

By: /s/ Jon E.M. Jacoby, President
Jon E.M. Jacoby, President

CORAL TWO CORPORATION

By: /s/ Jon E.M. Jacoby, President
Jon E.M. Jacoby, President

CORAL PARTNERS

By: /s/ Warren A. Stephens
Warren A. Stephens

By: /s/ Jon E.M. Jacoby
Jon E.M. Jacoby

BRADBURY ENTERPRISES

By: /s/ Curtis F. Bradbury, Jr.
Curtis F. Bradbury, Jr.

/s/ Douglas H. Martin
Douglas H. Martin

/s/ Curtis F. Bradbury, Jr.
Curtis F. Bradbury, Jr.

/s/ Jackson T. Stephens
Jackson T. Stephens

/s/ Warren A. Stephens
Warren A. Stephens

/s/ Bess C. Stephens
Bess C. Stephens

/s/ Vernon J. Giss
Vernon J. Giss

/s/ Jon E.M. Jacoby
Jon E.M. Jacoby

/s/ Harriet C. Stephens
Harriet C. Stephens

/s/ Elizabeth Campbell Stephens
Elizabeth Stephens Campbell

/s/ Wilton R. Stephens, Jr.
Wilton R. Stephens, Jr.

/s/ Pamela Diane Stephens
Pamela Diane Stephens

/s/ James Sommers
James Sommers, trustee pursuant to
Voting Trust Agreement dated
as of June 8, 1998

VOTING TRUST AGREEMENT

THIS VOTING TRUST AGREEMENT (this "Agreement") is made as of this 8th day of June, 1998, by and between James Sommers (the "Trustee"), and the stockholders listed on Exhibit A hereto (each a "Stockholder" and collectively, the "Stockholders"). The term "Stockholders" shall include any additional parties who may become parties hereto.

WITNESSETH:

WHEREAS, in order to engage in certain market-making activities and other principal transactions in the common stock, par value $.001 per share (the "Common Stock"), of Power-One, Inc., a Delaware corporation (the "Corporation"), without the need to deliver a prospectus under current law and regulations, it is necessary that Stephens Inc. not be deemed an "affiliate" of the Corporation under the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act");

WHEREAS, the relationships among the Stockholders, Stephens Inc. and the Corporation may create an inference that such affiliation exists;

WHEREAS, the Stockholders believe it is in their best interests that Stephens Inc. engage in market- making activities and other principal transactions in the Common Stock;

WHEREAS, each Stockholder owns certain shares of Common Stock of the Corporation (the "Stock") set forth on Exhibit A hereto and believes it is in their best interests to enter into the Agreement so as to facilitate such activities by Stephens Inc.; and

WHEREAS, the Trustee desires to serve as trustee of the voting trust created hereby.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements set forth herein, the parties hereby agree as follows:

1. CREATION OF VOTING TRUST.

Subject to the terms and conditions hereof, a voting trust in respect of the Stock (the "Voting Trust") is hereby created and established in accordance with Section 218 of the Delaware General Corporation Law, and the Trustee hereby accepts the trust created hereby and agrees to serve as trustee hereunder.

2. DEPOSIT AND TRANSFER OF STOCK; VOTING TRUST CERTIFICATES.

(a) DEPOSIT OF STOCK. Simultaneously with the execution and delivery of this Agreement, each Stockholder has duly and validly assigned and delivered to the Trustee all of the shares of Stock, represented by a certificate or certificates duly and validly endorsed in blank, and accompanied by instruments of transfer sufficient to enable the shares of Stock to be transferred to the name of the Trustee not in its individual capacity, but solely as Trustee.

(b) TRANSFER OF STOCK TO TRUSTEE. All certificates deposited with the Trustee pursuant to Section 2(a) hereof shall be surrendered to the Corporation for cancellation, and new certificates for the shares of Stock shall be issued in the name of the Trustee, as trustee under this Agreement.

(c) NO SALE OF STOCK BY TRUSTEE/PLEDGE OF STOCK BY STOCKHOLDER. The Trustee shall have no authority to sell or otherwise dispose of or encumber any of the Stock deposited pursuant to the provisions of this Agreement. Nothing herein shall prevent a Stockholder from encumbering the Stock owned by it and held under the Voting Trust. In the event a Stockholder desires to pledge any of its shares of the Stock the Stockholder shall direct the Trustee in writing, and the Trustee shall be obligated to cooperate reasonably with such Stockholder, including pledging and delivering or causing to be delivered a share certificate for shares of the Stock corresponding to the number of shares in the Voting Trust pledged by such Stockholder. The Trustee shall have no duty to follow the instructions or advice of any pledgee.

(d) VOTING TRUST CERTIFICATES. On receipt by the Trustee from the Corporation of a certificate or certificates, in the name of the Trustee, representing the Stock, the Trustee shall hold such certificate(s) subject to the terms of this Agreement, and thereupon shall issue and deliver to each Stockholder, voting trust certificates (each hereinafter referred to as a "Voting Trust Certificate" and together the "Voting Trust Certificates") for the Stock deposited hereunder by each Stockholder. The Voting Trust Certificates shall be in substantially the form of Exhibit B attached hereto and shall bear the following legend:

THIS VOTING TRUST CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

(e) TRANSFER OF VOTING TRUST CERTIFICATES. The Voting Trust Certificates issued and delivered hereunder may not be transferred by the Stockholders.

(f) REPLACEMENT OF CERTIFICATES. If a Voting Trust Certificate shall become mutilated or be destroyed, stolen or lost, the Trustee, in its discretion, may issue a new Voting Trust Certificate of like tenor and denomination in exchange and substitution for and on cancellation of the mutilated Voting Trust Certificate, or in substitution of the Voting Trust Certificate so destroyed, stolen or lost. The applicant for a substitute Voting Trust Certificate shall furnish to the Trustee evidence of the destruction, theft or loss of the Voting Trust Certificate satisfactory to it in its discretion. The applicant shall also furnish indemnity satisfactory to the Trustee and to its agents.

3. CONCERNING THE TRUSTEE.

(a) VOTING AND OTHER ACTIONS BY TRUSTEE. During the term of this Agreement and so long as the Trustee shall hold shares of Stock pursuant to this Agreement:

(i) The Trustee shall vote the Stock deposited hereunder, or give written consents in lieu of voting thereon, in person or by proxy at any and all meetings of the shareholders of the Corporation, or when such consents are given in lieu of such meetings, for whatsoever purpose called or held, and in any and all proceedings, whether at a meeting of the shareholders or otherwise, wherein the vote or written consent of shareholders may be required or authorized by law;

(ii) The Trustee shall vote the Stock "for" and/or "against" any proposal or other matter submitted to the shareholders of the Corporation for approval, including the election of directors, in the same proportion as the votes cast "for" and "against" such proposal or other matter by all other shareholders, not counting abstentions, and the Trustee shall not abstain from voting any shares of the Stock;

(iii) No person other than the Trustee shall have any voting right in respect of the Stock;

(iv) The Stock shall be held by the Trustee for the benefit of the Stockholders subject to the terms of this Agreement, and the Stockholders shall retain the right to receive dividends and distributions with respect to the Stock as described in Section 4 hereof;

(v) The Trustee shall have no beneficial interest in the Stock, which interest shall reside with the Stockholders; and

(vi) Notwithstanding that the Trustee shall vote a substantial number of shares of the Common Stock of the Corporation, the Trustee shall have no duty or obligation to supervise, oversee, monitor, or in any other way manage or become involved in the day-to-day operations of the Corporation, and

such duties and obligations shall reside solely with the board of directors and officers of the Corporation.

(b) DELEGATION OF DUTIES. The duties, responsibilities and obligations of the Trustee shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. The Trustee shall not be subject to, nor required to comply with, any other agreement between or among any or all of the Stockholders or to which any Stockholder is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any Stockholder or any entity acting on its behalf. The Trustee shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(c) COMPENSATION OF TRUSTEE. Stephens Inc. shall pay the Trustee an annual fee of $10,000.00, payable upon execution of this Agreement and thereafter on each anniversary date of this Agreement. The provisions of this Section 3(c) shall survive termination of this Agreement and the resignation or removal of the Trustee.

(d) EXPENSES OF TRUSTEE; INDEMNIFICATION. The Trustee is expressly authorized to incur and pay all reasonable charges and other expenses which it may deem necessary and proper in the performance of its duties under this Agreement, including the reasonable compensation and the expenses and disbursements of its agents and counsel. Stephens Inc. agrees to indemnify the Trustee and its agents against all claims, reasonable costs of defense of claims (including reasonable attorneys' fees and disbursements), expenses and liabilities incurred by the Trustee arising out of or in connection with the administration of the Voting Trust, including the reasonable costs and expenses of defense against any claim or liability in connection with the exercise or performance of its powers or duties hereunder, except in any case in which the Trustee acted with gross negligence, willful misconduct or bad faith. Stephens Inc. shall be responsible for and shall reimburse the Trustee upon demand for all expenses, disbursements and advances incurred or made by the Trustee in connection with this Agreement. The provisions of this Section 3(d) shall survive termination of this Agreement and the resignation or removal of the Trustee.

(e) LIABILITY OF TRUSTEE. The Trustee shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. The Trustee shall be free from liability in acting upon any paper, document or signature believed by it to be genuine and to have been signed by the proper party. The Trustee shall not be liable for any error in judgment or for any act taken or omitted to be taken, or for any mistake of fact or

law, or for anything for which it may do or refrain from doing in good faith, except that the Trustee shall be liable for its gross negligence, willful misconduct or bad faith.

(f) TERM. The Trustee shall serve as trustee hereunder during the entire term of this Agreement or until its earlier resignation or removal.

(g) RESIGNATION OF TRUSTEE. The Trustee may resign by giving thirty (30) days advance written notice of its resignation to the Stockholders.

(h) REMOVAL OF TRUSTEE. The Trustee shall be subject to removal by the affirmative vote of Stockholders owning a majority of the Stock held under this voting trust only if the Trustee (i) materially breaches the terms of this Voting Trust Agreement, (ii) is (if an individual) found to be incompetent, or (iii) becomes the subject of an order for relief on a proceeding under the federal bankruptcy laws or other similar laws.

(i) DEATH OF TRUSTEE. The rights and duties of the Trustee hereunder shall terminate on the death of an individual Trustee and no interest in any of the property owned or held by the Trustee nor any of the rights or duties of the Trustee may be transferred by will, devise, succession or in any manner except as provided in this Agreement. The heirs, administrators and executors of the Trustee shall, however, have the right to convey any property held by the Trustee to the successor Trustee.

(j) SUCCESSOR TRUSTEE. In the event of the resignation, removal or death of the Trustee, the Trustee shall be succeeded by a successor Trustee designated by Stephens Group, Inc. who shall not be a Stephens Party (as defined in Section 5(a)). Any successor Trustee shall succeed to all of the rights and obligations of the Trustee hereunder. The Trustee shall not be liable for the selection of a successor Trustee hereunder. Upon receipt of the identity of the successor Trustee, the Trustee shall either deliver the property then held hereunder to the successor Trustee, less Trustee's fees, costs and expenses or other obligations owed to the Trustee, or hold such property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid.

Upon delivery of the property to successor Trustee, the Trustee shall have no further duties, responsibilities or obligations hereunder.

4. RIGHTS AND DUTIES OF STOCKHOLDERS.

(a) CASH DIVIDENDS. The Stockholders shall be entitled to receive from time to time payments equal to the amount of cash dividends, if any, collected or received by the Trustee with respect to the shares of Stock in proportion to their respective interests in the Voting Trust. These payments shall be made as

soon as practicable after the receipt of the dividends at the risk and expense of the Stockholder.

(b) SHARE DIVIDENDS. If the Trustee receives any additional shares of capital stock of the Corporation as a dividend or other distribution with respect to any shares of Stock, the Trustee shall hold such shares subject to this Agreement for the benefit of the Stockholders in proportion to their respective interests, and the shares shall become subject to all of the terms and conditions of this Agreement to the same extent as if they were originally deposited hereunder. The Trustee shall issue Voting Trust Certificates in respect of these shares to the Stockholders of record at the close of business on the record date determined pursuant to the provisions of Section 4(d).

(c) OTHER DISTRIBUTIONS TO STOCKHOLDERS. If at any time during the continuation of this Agreement the Trustee shall receive or collect any moneys through a distribution by the Corporation to its shareholders, other than in payment of cash dividends, or shall receive any property (other than shares of capital stock of the Corporation) through a distribution by the Corporation to its shareholders, the Trustee shall promptly distribute such money or other property to the Stockholders, in proportion to their respective interests, registered at the close of business on the record date determined pursuant to the provisions of Section 4(d).

(d) RECORD DATE FOR DISTRIBUTIONS. The date fixed by the Board of Directors of the Corporation for closing the transfer books of the Corporation shall constitute the record date for the determination of the Stockholders entitled to receive the payment or distribution of dividends or the distribution of rights.

(e) ACQUISITION OF ADDITIONAL SHARES. At such time as a Stockholder acquires additional shares of stock of the Corporation, other than pursuant to Section 4(b), or disposes of shares of stock of the Corporation, such Stockholder shall promptly notify Stephens Inc., to the attention of Warren A. Stephens and David A. Knight, of such acquisition or disposition.

(f) AMENDMENT OF SCHEDULE 13D. Each Stockholder shall take any and all reasonable action necessary to assist the Trustee in filing a prompt Schedule 13D with the U.S. Securities and Exchange Commission to reflect the arrangements set forth herein.

5. TRANSFER OF THE STOCK.

(a) PERMITTED SALE/TRANSFER. Except as provided below, no sale or transfer of Stock held under this Voting Trust is permitted during the term of this Voting Trust. Nothing herein shall restrict the rights of Stockholders to sell

or transfer all or any shares of the Stock to any person other than Stephens Inc. or any person, firm or corporation that is an "affiliate" of Stephens Inc. under the Securities Act or the Exchange Act (Stephens Inc. and each such person, firm or corporation being hereinafter referred to as a "Stephens Party"); provided, however, that any such sale or transfer must have the consent of the Corporation, such consent to be evidenced by the consent of a majority of the Board of Directors of the Corporation (excluding for such purposes Jon E.M. Jacoby, and any members of the Corporation's Board of Directors who are affiliates, employees, officers, directors, general partners or agents of either Stephens Inc. or Stephens Group, Inc.) except for sales or transfers (i) pursuant to Rule 144 under the Securities Act (treating Rule 144(k) as inapplicable regardless of its availability to any Stockholder, and aggregating all sales or transfers by all Stockholders occurring within any three-month period for purposes of Rule 144(e)), and (ii) in connection with a business combination, tender offer or other fundamental corporate transaction under which a third-party acquiror obtains control of the Corporation (other than solely through the purchase of the Stock).

Notwithstanding the foregoing, any Stockholder may sell or transfer all or any portion of the Stock to a Stephens Party, but only if the shares of Stock so transferred remain deposited in and subject to the terms of this Voting Trust, in which case the transferee shall execute the Consent attached hereto as Exhibit C and will be deemed a Stockholder, and the Trustee will issue to the transferee one or more Voting Trust Certificates in respect thereof.

Notwithstanding the foregoing, the Stockholders may accept the imposition of transfer restrictions on the Stock in addition to those set forth herein, and will deliver to the Trustee copies of any such restrictions. The Trustee shall have no duties or responsibilities with respect to such other restrictions.

(b) PROCEDURE FOR EFFECTING SALE OR TRANSFER OF STOCK. Upon the sale or transfer of all or any portion of the Stock, the transferring Stockholder shall deliver to the Trustee (i) a notice specifying the number of shares transferred and a representation that the transfer may be effected under any restrictions on transfer not set forth herein and, in the case of a transfer under which the shares transferred will not remain subject to the Voting Trust, a notice specifying to whom delivery of certificates representing such shares, duly endorsed by the Trustee in blank, shall be delivered, together with a written representation on the part of the transferring Stockholder that such transfer is in accordance with the requirements of Section 5(a) above, and (ii) if the transferee's shares will be subject to the Voting Trust and bound by the terms of this Agreement, an executed counterpart signature page to this Agreement executed by the transferee under which the transferee consents to being deemed a Stockholder hereunder for all purposes. The Stockholder's or transferee's failure to deliver an executed counterpart signature page in no way limits or affects the application of the Voting Trust or the terms of this Agreement to a transferee or its shares if by the terms

hereof such shares are to be subject to the Voting Trust. The Trustee will have no duty to determine whether any transfer is in accordance with the requirements of Section 5(a) above, but shall be permitted to rely upon the written advice of the Stockholder and of Stephens Inc. In the case of a transfer of shares to a transferee who will not be required to maintain the shares in the Voting Trust, upon receipt of all required documentation from the transferring Stockholder and the written advice of the Stockholder and Stephens Inc. the Trustee shall request that the Corporation deliver or cause to be delivered the appropriate number of shares of Stock as instructed. Transferred shares not required to be subject to the Voting Trust will be free of any restrictions under this Agreement.

6. TERM OF VOTING TRUST AGREEMENT.

(a) IRREVOCABILITY OF TRUST. The Voting Trust created by this Agreement is declared expressly irrevocable except as otherwise specifically stated herein.

(b) This Agreement and the Voting Trust and transfer restrictions created hereby shall terminate upon the earlier to occur of:

(i) the expiration of ten (10) years from the date hereof;

(ii) the sale or transfer of all of the Stock to transferees under circumstances in which no shares of the Stock are required to be subject to the Voting Trust in accordance with Section 5 of this Agreement;

(iii) delivery to the Trustee of a certificate of Stephens Inc., in form and substance satisfactory to the Trustee, that Stephens Inc. no longer engages in market-making activities and other principal transactions in the Common Stock of the Corporation and will not so engage until it has received a written opinion of nationally recognized securities counsel that Stephens Inc. will not be deemed an "affiliate" of the Corporation under the Securities Act or the Exchange Act;

(iv) delivery to the Trustee of a certificate of Stephens Inc., in form and substance satisfactory to the Trustee, that a shelf registration statement for the Corporation registering the market- making activities and other principal transactions of Stephens Inc. has been filed with and declared effective by the U.S. Securities and Exchange Commission and that Stephens Inc. undertakes to deliver a prospectus with the confirmation of each sale by it as principal; or

(v) delivery to the Trustee of a written opinion of nationally recognized securities counsel, in form and substance satisfactory to Stephens Inc.

and the Trustee, that after giving effect to termination of the Voting Trust Stephens Inc. will not be deemed an "affiliate" of the Corporation under the Securities Act or the Exchange Act.

(c) RETURN OF STOCK CERTIFICATES AFTER TERMINATION. As soon as practicable after the termination of this Agreement, upon payment by Stephens Inc. of a sum sufficient to cover any governmental charge on the transfer or delivery of the certificates for shares of Stock that remained subject to the Voting Trust immediately prior to the termination of this Agreement, the Trustee shall deliver to the Stockholders (or their designees) certificates representing the number of shares of Stock to which they are entitled in accordance with their respective interests subject to the Voting Trust immediately prior to the termination of this Agreement or shall direct the Corporation to deliver or cause to be delivered the appropriate certificates to the Stockholders.

7. RECORDS AND BOOKS.

(a) RECORD OF SHARES. The Trustee shall maintain a record of all stock certificates of the Corporation which are transferred to the Trustee. The Trustee shall receive and hold the new stock certificates issued by the Corporation in the name of the Trustee and shall maintain a record indicating the date of issuance of the certificates, the certificate numbers, the name of the Stockholders whose shares are represented by such certificates, the date of receipt of the certificates, and the place in which the certificates are held by it.

(b) RECORD OF VOTING TRUST CERTIFICATES. The Trustee shall keep a record of the holders of Voting Trust Certificates, which record shall indicate the names and addresses of all such holders and the number of shares of Stock in respect of which the Voting Trust Certificate held by each is issued, and shall deposit a copy of such record with the Corporation at its registered office or principal place of business.

(c) OTHER RECORDS. The Trustee shall maintain such other records and books as to enable it to carry out the terms and provisions of this Agreement.

(d) INSPECTION OF RECORDS. Pursuant to Section 218 of the Delaware General Corporation Law, this Agreement and the record of the Stockholders maintained by the Trustee shall be subject to the same right of examination by a shareholder of the Corporation, in person or by agent or attorney, as are the books and records of the Corporation under applicable laws and the Certificate of Incorporation and Bylaws of the Corporation.

8. MISCELLANEOUS.

(a) ADDITIONAL ACTIONS. Each of the parties hereto agrees to take or cause to be taken such further actions, to execute and deliver or cause to be executed and delivered such further instruments and to use their reasonable best efforts to obtain such requisite consents as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement.

(b) NOTICES. All notices and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by first class, registered mail, postage prepaid, or by facsimile transmission, telegram or overnight courier and addressed to the parties at their addresses shown below:

(i) If to Trustee:

James Sommers 237 Cherokee Road Charlotte, North Carolina 28207

(ii) If to Stephens Inc.:

Stephens Inc. 111 Center Street Little Rock, Arkansas 72201 Attention: Warren A. Stephens and David A. Knight

(iii) If to any other Stockholder:

Such Stockholder's address as it appears in the records of the Trustee as furnished to the Trustee by such Stockholder in writing

or to such other address as any of them by written notice to the others may from time to time designate. Each notice or other communication which shall be personally delivered, mailed, telecopied or couriered in the manner described above, or which shall be delivered to a telegraph company, shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt or delivery receipt being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

(c) SEVERABILITY. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions of said agreement.

(d) BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

(e) AMENDMENT. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in a writing duly executed by the party against whom enforcement of the amendment, modification or waiver is sought.

(f) PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as identity of the person or entity may require.

(g) HEADINGS. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

(h) GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof).

(i) EXECUTION IN COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this agreement to produce or account for more than a number of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all the parties hereto.

(j) STOCKHOLDER REPRESENTATIONS. Each Stockholder hereby represents and warrants (a) that this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding

obligation and (b) that the execution, delivery and performance of this Agreement by the Stockholder does not and will not violate any applicable law or regulation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Voting Trust Agreement, or have caused this Voting Trust Agreement to be duly executed on their behalf, as of the day and year first hereinabove set forth.

WITNESS/ATTEST: TRUSTEE:

James Sommers, as Voting Trustee

STOCKHOLDERS:

STEPHENS GROUP, INC.

By:

Name:

JACKSON T. STEPHENS TRUST NO. ONE UID 1/4/88

By:

Name: Jackson T. Stephens, co-trustee

Name: Warren A. Stephens, co-trustee

BESS C. STEPHENS TRUST UID 1/4/85

By:

Name: Bess C. Stephens, co-trustee

Name: J.T. Stephens, co-trustee

Name: Vernon J. Giss, co-trustee

WARREN A. STEPHENS TRUST UID 9/30/87

By:

Name: Warren A. Stephens, trustee

WARREN & HARRIET STEPHENS CHILDREN'S TRUST UID 9/30/87

By:

Name: Jon E.M. Jacoby, trustee

HARRIET CALHOUN STEPHENS TRUST UID 3/22/84

By:

Name: Harriet Calhoun Stephens, trustee

ELIZABETH ANN STEPHENS CAMPBELL REVOCABLE TRUST UID 8/25/92

By:

Name: Elizabeth Ann Stephens Campbell, trustee

W. R. STEPHENS, JR. REVOCABLE TRUST UID 2/19/93

By:

Name: W.R. Stephens, Jr., trustee

JACKSON T. STEPHENS GRANDCHILDRENS TRUST AAAA UID 1/26/96

By:

Name: Jon E.M. Jacoby, trustee

PAMELA DIANE STEPHENS TRUST ONE UID 4/10/92

By:

Name: Pamela Diane Stephens, co-trustee

Name: Bess C. Stephens, co-trustee

Name: Elizabeth Ann Stephens Campbell,
co-trustee

Name: W.R. Stephens, Jr., co-trustee

WARREN MILES AMERINE STEPHENS TRUST UID 9/10/86

By:

Name: Warren A. Stephens, trustee

JOHN CALHOUN STEPHENS TRUST UID 12/1/87

By:

Name: Warren A. Stephens, trustee

LAURA WHITAKER STEPHENS TRUST UID 12/28/90

By:

Name: Warren A. Stephens, trustee

CORAL TWO CORPORATION

By:

Name: Jon E.M. Jacoby, President

CORAL PARTNERS

By:

Name: Jon E.M. Jacoby, managing partner

Name: Warren Stephens, managing partner

JON E.M. JACOBY

By:

JACOBY ENTERPRISES, INC.

By:

Name: Jon E.M. Jacoby, President

J&J PARTNERS

By:

Name: Jon E.M. Jacoby, managing partner

DOUG MARTIN

By:

CURTIS F. BRADBURY, JR.

By:

BRADBURY ENTERPRISES

By:

Name: Curtis F. Bradbury, Jr.

ACKNOWLEDGMENT

This is to acknowledge that a copy of this Voting Trust Agreement has been received by this Corporation and that the Secretary has been furnished with a copy thereof to place in both the Minute Book of the Corporation and to attach to the stock ledger of the Corporation.

By: (SEAL)

Name:

Title:

EXHIBIT A

NAME OF STOCKHOLDER	NUMBER OF SHARES
Stephens Group, Inc.	3,704,050
Jackson T. Stephens Trust No. One UID 1/4/88	121,908
Bess C. Stephens Trust UID 1/4/85	151,204
Warren A. Stephens Trust UID 9/30/87	87,989
Warren & Harriet Stephens Children's Trust UID 9/30/87	130,679
Harriet Calhoun Stephens Trust UID 3/22/84	60,618
Elizabeth Ann Stephens Campbell Revocable Trust UID 8/25/92	304,362
W. R. Stephens, Jr. Revocable Trust UID 2/19/93	364,363
Jackson T. Stephens Grandchildrens Trust AAAA UID 1/26/96	492,289
Pamela Diane Stephens Trust One UID 4/10/92	366,871
Warren Miles Amerine Stephens Trust UID 9/10/86	63,720
John Calhoun Stephens Trust UID 12/1/87	63,720
Laura Whitaker Stephens Trust UID 12/28/90	63,270
Coral Two Corporation	143,748
Coral Partners	94,089
Jon E.M. Jacoby	94,089
Jacoby Enterprises, Inc.	209,088
J&J Partners	52,272

Doug Martin	67,953
Curtis F. Bradbury, Jr.	104,544
Bradbury Enterprises	52,272

EXHIBIT B

VOTING TRUST CERTIFICATE

THIS VOTING TRUST CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS AND MAY BE REOFFERED AND SOLD ONLY IF SO REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NO. R-1

This certifies that the undersigned Trustee has received certificates representing [_____] shares of Common Stock, par value $.001 per share (the "Shares"), of Power-One, Inc. (the "Corporation") from _____ (hereinafter referred to as the "Holder"), duly endorsed in blank or to the undersigned Trustee on the following terms and conditions pursuant to the Voting Trust Agreement, dated June __, 1998 (the "Voting Trust Agreement") among the Trustee, _____ and additional parties who may become parties thereto:

Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Voting Trust Agreement.

VOTING RIGHTS

The undersigned Trustee during the term of the Voting Trust Agreement is the owner of the Shares for all purposes relating to the Voting Trust Agreement and in all matters of the Corporation for which the shares may be voted. The Trustee shall exercise voting rights in respect of the Shares as provided in the Voting Trust Agreement. No voting rights of the shares of the Corporation are granted by this Certificate and only those rights provided to the holders of Voting Trust Certificates in the Voting Trust Agreement are represented by this Certificate.

DIVIDENDS AND DISTRIBUTIONS

The Holder shall be entitled to receive, subject to the limitations set forth in the Voting Trust Agreement, all dividends and other distributions of the Corporation received by the undersigned Trustee in respect of the Shares, except

that the Trustee shall receive and hold any stock dividends pursuant to the terms of the Voting Trust Agreement.

TERMINATION

This Agreement and the Voting Trust and transfer restrictions created hereby shall terminate upon the earlier to occur of: (i) the expiration of ten (10) years from the date hereof; (ii) the sale or transfer of all of the Stock in accordance with the Voting Trust Agreement; (iii) delivery to the Trustee of a certificate of Stephens Inc., in form and substance satisfactory to the Trustee, that Stephens Inc. no longer engages in market-making activities and other principal transactions in the Common Stock of the Corporation and will not so engage until it has received a written opinion of nationally recognized securities counsel that Stephens Inc. will not be deemed an "affiliate" of the Corporation under the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act"); (iv) delivery to the Trustee of a certificate of Stephens Inc., in form and substance satisfactory to the Trustee, that a shelf registration statement for the Corporation registering the market- making activities and other principal transactions of Stephens Inc. has been filed with and declared effective by the U.S. Securities and Exchange Commission and that Stephens Inc. undertakes to deliver a prospectus with the confirmation of each sale by it as principal; or
(v) delivery to the Trustee of a written opinion of nationally recognized securities counsel, in form and substance satisfactory to Stephens Inc. and the Trustee, that after giving effect to termination of the Voting Trust Stephens Inc. will not be deemed an "affiliate" of the Corporation under the Securities Act or the Exchange Act.

TRANSFER OF CERTIFICATES

This Certificate shall not be transferable.

DATED, the _____ day of _____, _____.

JAMES SOMMERS

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as VOTING TRUSTEE

EXHIBIT C

CONSENT

The undersigned, _____, being a holder of _____ shares (the "Shares") of common stock par value $.001 per share, of Power-One, Inc. (the "Common Stock") hereby (i) agrees to become a party to the Voting Trust Agreement dated as of June __, 1998 (the "Voting Trust Agreement") relating to the Common Stock, (ii) agrees to be bound by all the provisions thereof as if the undersigned were an original party thereto, and (iii) agrees to surrender the certificates representing the Shares to the Trustee under the Voting Trust Agreement in exchange for a Voting Trust Certificate as provided in the Agreement.

Dated: ---------- ----------

By: ----------

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Thousand Dollars ($10,000), the receipt of which is hereby acknowledged, Jackson T. Stephens ("Assignor"), hereby assigns to James Terry ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 28th day of February, 1996.

ASSIGNOR:

By: /s/ J. T. Stephens

J.T. Stephens Trust One, UID 1/4/88

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Fifteen Thousand Dollars ($15,000), the receipt of which is hereby acknowledged, Jackson T. Stephens ("Assignor"), hereby assigns to Karen Trimmer ("Assignee"), without recourse, all of its economic right, title and interest in and to 15,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 6th day of March, 1996.

ASSIGNOR:

By: /s/ J. T. Stephens

J.T. Stephens Trust One, UID 1/4/88

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to John Calhoun ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Harriet Calhoun Stephens Trust ("Assignor"), hereby assigns to John Calhoun ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Harriet Calhoun Stephens Trust

By: /s/ Harriet C. Stephens

Harriet C. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Rebecca Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Harriet Calhoun Stephens Trust ("Assignor"), hereby assigns to Rebecca Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Harriet Calhoun Stephens Trust

By: /s/ Harriet C. Stephens

Harriet C. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Sarah L. Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Harriet Calhoun Stephens Trust ("Assignor"), hereby assigns to Sarah L. Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Harriet Calhoun Stephens Trust

By: /s/ Harriet C. Stephens

Harriet C. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Paula Calhoun Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Harriet Calhoun Stephens Trust ("Assignor"), hereby assigns to Paula Calhoun Dickson ("Assignee"), without recourse, all of its economic right, title and interest in and to 10,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 1st day of March, 1996.

ASSIGNOR:

Harriet Calhoun Stephens Trust

By: /s/ Harriet C. Stephens

Harriet C. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Steve Baudier ("Assignee"), without recourse, all of its economic right, title and interest in and to 5,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 7th day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of forty-six thousand, two hundred and fifty dollars ($46,250.00), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Steve Baudier ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 2,500 shares of common stock of Power-One, Inc., a Delaware corporation. The 2,500 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 2,500 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the 12th day of November, 1997.

UNDERSIGNED:
ASSIGNEE:

/s/ Steve Baudier

Steve Baudier

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of seven thousand, six hundred and twenty-five dollars ($7,625.00), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Steve Baudier ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 500 shares of common stock of Power-One, Inc., a Delaware corporation. The 500 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 2,000 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the 16th day of January, 1998.

UNDERSIGNED:
ASSIGNEE:

/s/ Steve Baudier

Steve Baudier

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Earsie Carter ("Assignee"), without recourse, all of its economic right, title and interest in and to 5,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 7th day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of thirty-six thousand dollars ($36,000), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Earsie Carter ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 2,000 shares of common stock of Power-One, Inc., a Delaware corporation. The 2,000 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 3,000 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the second day of October, 1997.

UNDERSIGNED:
ASSIGNEE:

/s/ Earsie Carter

Earsie Carter, Individually

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of eighteen thousand, six hundred and twenty-five dollars ($18,625), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Earsie Carter ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 1,000 shares of common stock of Power-One, Inc., a Delaware corporation. The 1,000 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 2,000 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the sixth day of October, 1997.

UNDERSIGNED:
ASSIGNEE:

/s/ Earsie Carter

Earsie Carter, Individually

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of fifteen thousand, two hundred and fifty dollars ($15,250), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Earsie Carter ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 1,000 shares of common stock of Power-One, Inc., a Delaware corporation. The 1,000 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 1,000 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the 14th day of January, 1998.

UNDERSIGNED:
ASSIGNEE:

/s/ Earsie Carter

Earsie Carter, Individually

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AMENDMENT TO
ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of seven thousand, seven hundred and fifty dollars ($7,750.00), the receipt and sufficiency of which is hereby acknowledged by the undersigned, Earsie Carter ("Assignee"). Assignee does hereby sell, reassign and reconvey to Warren A. Stephens Trust all of its right, title and interest in and to 500 shares of common stock of Power-One, Inc., a Delaware corporation. The 500 shares being reconveyed hereby comprise a portion of the 5,000 shares of Power-One, Inc. common stock assigned to Assignee pursuant to that certain Assignment of Economic Interest (the "Assignment"), dated March 7, 1996 from Warren A. Stephens Trust as Assignor to Assignee.

The Assignment is hereby amended to reduce the number of shares of Power-One, Inc. common stock subject to the Assignment, following the reconveyance contemplated by this Amendment, from 5,000 to 500 shares.

IN WITNESS WHEREOF, the Assignee and the Warren A. Stephens Trust have executed and delivered this Amendment to Assignment of Economic Interest as of the 6th day of March, 1998.

UNDERSIGNED:
ASSIGNEE:

/s/ Earsie Carter

Earsie Carter, Individually

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

ASSIGNMENT OF ECONOMIC INTEREST

For and in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, Warren A. Stephens Trust ("Assignor"), hereby assigns to Becky Estes ("Assignee"), without recourse, all of its economic right, title and interest in and to 5,000 shares of common stock ("Shares") of Power-One, Inc., a Delaware corporation.

Assignor agrees to transfer title to the Shares to Assignee along with a stock certificate at such time as Assignor is under no contractual or legal restriction to do so. Until such time as Assignor delivers such stock certificate to Assignee, Assignor shall remain the record holder of the Shares and shall retain all voting rights with respect to the Shares. Assignee shall be entitled to all economic interest in the Shares (other than Assignor's right to receive dividends for the payment of applicable income taxes).

Dated this 7th day of March, 1996.

ASSIGNOR:

Warren A. Stephens Trust

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

AGREEMENT TO FILE
JOINT SCHEDULE 13D

Each of the undersigned, being a record owner or "beneficial owner" of the common stock of Power-One, Inc. ("Common Stock"), hereby agrees to jointly file a Schedule 13D with respect to their respective holdings of the Common Stock and to include this agreement as an exhibit to such Schedule 13D.

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this agreement as of the 8th day of June, 1998.

STEPHENS GROUP, INC.

By: /s/ Jackson T. Stephens

Jackson T. Stephens
Chairman of the Board of Directors

JACKSON T. STEPHENS TRUST NO. ONE

By: /s/ Jackson T. Stephens

Jackson T. Stephens, Trustee

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

BESS C. STEPHENS TRUST

By: /s/ Bess C. Stephens

Bess C. Stephens, Trustee

By: /s/ Jackson T. Stephens

Jackson T. Stephens, Trustee

By: /s/ Vernon J. Giss

Vernon J. Giss, Trustee

WARREN A. STEPHENS TRUST

By: /s/ Warren A. Stephens

Warren A. Stephens, Trustee

WARREN & HARRIET STEPHENS CHILDREN'S TRUST

By: /s/ Jon E.M. Jacoby

Jon E.M. Jacoby, Trustee

HARRIET CALHOUN STEPHENS TRUST

By: /s/ Harriet C. Stephens

Harriet C. Stephens, Trustee

ELIZABETH ANN STEPHENS CAMPBELL REVOCABLE TRUST

By: /s/ Elizabeth Stephens Campbell

Elizabeth Stephens Campbell, Trustee

W. R. STEPHENS, JR. REVOCABLE TRUST

By: /s/ Wilton R. Stephens, Jr.

Wilton R. Stephens, Jr., Trustee

JACKSON T. STEPHENS GRANDCHILDRENS TRUST AAAA

By: /s/ Jon E.M. Jacoby

Jon E.M. Jacoby, Trustee

PAMELA DIANE STEPHENS TRUST ONE

By: /s/ Bess C. Stephens

Bess C. Stephens, Trustee

By: /s/ Elizabeth Stephens Campbell

Elizabeth Stephens Campbell, Trustee

By: /s/ Wilton R. Stephens, Jr.

Wilton R. Stephens, Jr., Trustee

By: /s/ Pamela Diane Stephens

Pamela Diane Stephens, Trustee

WARREN MILES AMERINE STEPHENS TRUST

By: /s/ Warren A. Stephens
Warren A. Stephens, Trustee

JOHN CALHOUN STEPHENS TRUST

By: /s/ Warren A. Stephens
Warren A. Stephens, Trustee

LAURA WHITAKER STEPHENS TRUST

By: /s/ Warren A. Stephens
Warren A. Stephens, Trustee

J&J PARTNERS

By: /s/ Jon E.M. Jacoby
Jon E.M. Jacoby

JACOBY ENTERPRISES, INC.

By: /s/ Jon E.M. Jacoby
Jon E.M. Jacoby, President

CORAL TWO CORPORATION

By: /s/ Jon E.M. Jacoby
Jon E.M. Jacoby, President

CORAL PARTNERS

By: /s/ Warren A. Stephens

Warren A. Stephens

By: /s/ Jon E.M. Jacoby

Jon E.M. Jacoby

BRADBURY ENTERPRISES

By: /s/ Curtis F. Bradbury, Jr.

Curtis F. Bradbury, Jr.

/s/ Douglas H. Martin

Douglas H. Martin

/s/ Curtis F. Bradbury, Jr.

Curtis F. Bradbury, Jr.

/s/ Jackson T. Stephens

Jackson T. Stephens

By: /s/ Warren A. Stephens

Warren A. Stephens

By: /s/ Bess C. Stephens

Bess C. Stephens

/s/ Vernon J. Giss

Vernon J. Giss

/s/ Jon E.M. Jacoby

Jon E.M. Jacoby

/s/ Harriet C. Stephens

Harriet C. Stephens

/s/ Elizabeth Stephens Campbell

Elizabeth Stephens Campbell

/s/ Wilton R. Stephens, Jr.

Wilton R. Stephens, Jr.

/s/ Pamela Diane Stephens

Pamela Diane Stephens

/s/ James Sommers

James Sommers, trustee pursuant to Voting
Trust Agreement dated as of June 1, 1998

End of Filing

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