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8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**
10 **AT SEATTLE**

11 PATRICK GETTY and JOY GETTY,
12 husband and wife, and their
13 marital community; HERBERT
14 HERRINGTON and JEAN
15 HERRINGTON, husband and wife,
16 and their marital community;
17 DAVID FELT and PAMELA FELT,
18 husband and wife, and their
19 marital community, on behalf of
20 themselves and all other similarly
21 situated,

22 Plaintiffs,

23 vs.

24 PHILIP STEVEN HARMON and
25 JEWELL HARMON, husband and
26 wife, and their marital community;
27 PHILIP E. HARMON &
28 ASSOCIATES, INC., a Washington
corporation; SUNAMERICA
SECURITIES, INC., a Delaware
corporation; J. JERRY MERCHANT
and JANE DOE MERCHANT,
husband and wife, and their
marital community, GARY W.
KRAT and JANE DOE KRAT,
husband and wife, and their
marital community,

Defendants.

No. C98-0178WD

STIPULATION OF SETTLEMENT

1 **STIPULATION OF SETTLEMENT**

2 The parties ("Parties") to this stipulation of settlement ("Settlement
3 Stipulation") consist of Plaintiffs PATRICK GETTY, JOY GETTY, HERBERT
4 HERRINGTON, JEAN HERRINGTON, DAVID FELT and PAMELA FELT, individually
5 and on behalf of all others similarly situated ("Plaintiffs") and Defendants
6 SUNAMERICA SECURITIES, INC., J. JERRY MERCHANT and GARY W. KRAT
7 (sometimes hereinafter jointly referred to as "SAS"). The Parties enter into this
8 Settlement Stipulation on the terms and conditions set forth below, and subject to
9 the approval of the Federal Court ("Court") presiding over the action of Getty et al. v.
10 Phillip Steven Harmon, et al, Cause No. C98-0178WD ("Action") of the proposed
11 settlement ("Proposed Settlement").

12
13 **SECTION ONE**

14 **INTRODUCTION**

15 1.1 On February 8, 1998, Plaintiffs filed the Action against SAS in the
16 United States District Court for the Western District of Washington at Seattle. The
17 Action alleges causes of action for (1) violation of Section 10(b) of the Securities
18 Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, (2) violation of
19 Section 20(a) of the Securities Exchange Act of 1934, (3) violation of RCW 21.20.010
20 and 21.20.430(1), (4) violation of RCW 21.20.140 and 21.20.430(1), (5) violation of
21 RCW 21.20.430(3), (6) fraud, (7) conversion, (8) breach of contract, (9) violation of
22 Washington's Consumer Protection Act, and (10) negligent hiring, training and
23 supervision. The Action seeks monetary damages on behalf of a class of plaintiffs
24 who purchased unregistered securities in the form of promissory notes issued by
25 Island Mortgage Company, Northwestern Investment Company, and National
26 Friends Investments through Steve Harmon, Phillip Harmon, Harmon & Associates,
27 or one of their associates from April 1987 to April 1997 inclusive ("Class Period").

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1 1.2 On May 28, 1998, SunAmerica Securities Inc. filed an answer in
2 the Action denying the material allegations made by Plaintiffs. On June 19, 1998,
3 J. Jerry Merchant and his wife ("Merchant") filed an answer in the Action denying
4 all material allegations made by Plaintiffs. On May 3, 1999, Gary W. Krat ("Krat")
5 filed an answer. SunAmerica Securities, Merchant and Krat have vigorously
6 defended the Action.

7 1.3 On July 9, 1998, Plaintiffs filed a motion to certify a class
8 consisting of individuals who had purchased unregistered securities in the form of
9 promissory notes issued by Island Mortgage Company, Northwestern Investment
10 Company, and National Friends Investments through Steve Harmon, Phillip
11 Harmon, Harmon & Associates, or one of their associates from April 1987 to April
12 1997 inclusive. SAS objected to this certification of a class. On October 23, 1998,
13 the Court certified a class of individuals who had purchased unregistered securities
14 in the form of promissory notes issued by Island Mortgage Company, Northwestern
15 Investment Company, and National Friends Investments through Steve Harmon,
16 Phillip Harmon, Harmon & Associates, or one of their associates from April 1987 to
17 April 1997 inclusive ("Class"), and appointed Patrick Getty, Joy Getty, Herbert
18 Herrington, Jean Herrington, David Felt and Pamela Felt as class representatives
19 ("Class Representatives") and the law firm of Keller, Rohrback L.L.P. as class
20 counsel ("Class Counsel").

21 1.4 On or about December 18, 1998, Plaintiffs filed the Declaration of
22 Nancy D. Slocum affirming that notice to the Class in the manner mandated by the
23 order certifying the Class had been made. A total of 21 potential class members
24 chose to be excluded from the Class and the Action.

25 1.5 Discovery has been conducted by and between SAS and Plaintiffs.
26 Class Counsel has thoroughly investigated and analyzed the facts and
27 circumstances relevant to the claims made in the Action including all information
28 produced by SAS. Class Counsel has reviewed approximately 600 boxes of

1 documents produced by numerous parties which detail the facts surrounding the
2 claims set forth in the Action. Class Counsel and investigators working for Class
3 Counsel have met with and interviewed dozens of witnesses with knowledge
4 concerning the claims made in the Action. Ten substantive depositions have been
5 taken. To assist in the analysis of the Action, Class Counsel has retained and
6 consulted with expert accountants, securities lawyers and consultants. Class
7 Counsel has also engaged in extensive discussion with SAS counsel concerning the
8 conduct alleged in the Action, the data produced by SAS, and SAS's defenses. In
9 addition, numerous motions have been filed by SAS and responded to by Class
10 Counsel including a motion for summary adjudication on control person liability
11 and a motion for summary adjudication based on the statute of limitations.

12 1.6 Class Counsel has held numerous discussions and meetings with
13 the Class Representatives concerning the claims and defenses in the Action and
14 Class Counsel's investigation and analysis thereof.

15 1.7 SAS's counsel has also thoroughly investigated the facts and
16 circumstances relevant to the Action. SAS's counsel has also retained experts to
17 assist them in their evaluation and defense of the claims made in the Action.

18 1.8 The Parties agreed to conduct a mediation before Retired Judge
19 Terrence Carroll in the hopes of reaching a settlement of the claims made against
20 SAS in the Action. After several mediation sessions and numerous communications
21 with Judge Carroll, the terms of this Settlement Stipulation were negotiated by the
22 Parties.

23 1.9 In evaluating the Proposed Settlement set forth in the Settlement
24 Stipulation, Class Representatives and Class Counsel have considered the expense
25 and length of time necessary to prosecute the claims in the Action through trial and
26 likely appeal, the claims asserted by the Class, the logistic complexities involved in
27 resolving such claims, and the defenses asserted by and available to SAS. The
28 significant risk, expense, and uncertainty in complex class actions such as this

1 Action, the fact that this Court's final resolution of the claims and defenses asserted
2 in the Action whenever and however determined would likely be appealed with
3 substantial delays and attendant risk from years of protracted litigation, the
4 benefits obtained from the Proposed Settlement by the Class with Steve Harmon
5 and the substantial benefits provided pursuant to this Settlement Stipulation were
6 all considered. Based on these and other considerations, the Class Representatives
7 and Class Counsel have concluded without conceding any lack of merit of their
8 claims asserted in the Action that it is in the best interest of the Class Members to
9 compromise and settle fully and finally all claims against SAS in the Action without
10 further adversarial proceedings or any judicial determination of the merits of any of
11 the individual or putative class claims or defenses in the Action.

12 1.10 Class Counsel affirmatively believes that the Proposed Settlement
13 set forth in the Settlement Stipulation provides for a fair, efficient and expeditious
14 resolution of all claims asserted by the Class in the Action and provides significant
15 benefits to the members of the Class.

16 NOW, THEREFORE, it is hereby stipulated, consented to and agreed by
17 the Parties, that the Action be settled, compromised and dismissed on the merits
18 with prejudice against SAS, Merchant and Krat subject to this Court's approval of
19 the Proposed Settlement in the manner and upon the terms and conditions set forth
20 below.

21 **SECTION TWO**

22 **JURISDICTION**

23 The Court has jurisdiction over the subject matter of the Action and
24 over the Parties hereto.

25 **SECTION THREE**

26 **NO-ADMISSION, NO-DETERMINATION**

27 3.1 This Settlement Stipulation does not and is not intended to
28 constitute and shall not be deemed to constitute an admission by the Parties as to

1 the merits, validity or accuracy of any of the allegations, claims or defenses in the
2 Action. By entering into this Settlement Stipulation, SAS does not admit or
3 concede, expressly or impliedly, but continues to deny that SAS has in any way
4 damaged the members of the Class.

5 3.2 Except for its written rulings on motions filed by the Parties, the
6 Court has made no findings and has expressed no opinion concerning the merits,
7 validity, or accuracy of the allegations, claims or defenses in the Action.

8 3.3 Nothing in the Settlement Stipulation or the annexed Exhibits,
9 nor any action taken in implementation thereof, nor any statements, discussions or
10 communications, nor any materials prepared, exchanged, issued or used, during
11 the course of the mediation or negotiations leading to the Settlement Stipulation, is
12 intended by the Parties to, nor shall any of the foregoing constitute, be introduced,
13 be used, or be admissible in any way in the Action or any other judicial, arbitral,
14 administrative, investigative or other proceeding of whatsoever kind or nature.
15 Notwithstanding the foregoing, this Settlement Stipulation may be used in the
16 proceedings in this Court to enforce or implement this Settlement Stipulation or any
17 orders or judgments of the Court entered into in connection therewith.

18 **SECTION FOUR**

19 **COMPENSATION TO CLASS**

20 The Class shall receive from SAS a cash payment of Five Million Nine
21 Hundred Thousand Dollars (\$5,900,000) ("Settlement Fund") inclusive of all
22 attorneys fees and costs to be awarded Class Counsel. The Settlement Fund will be
23 placed on deposit in an interest bearing account with the law offices of Williams,
24 Kastner & Gibbs within five (5) business days of the Court issuing its Preliminary
25 Approval Order provided for in Section 5. The Settlement Fund and all earned
26 interest shall be paid to Class Counsel within three (3) days after the Effective Date
27 as defined in Section 7 of the Settlement Stipulation.

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1 Keller Rohrback. Attn. Mark Griffin
2 1201 3rd Avenue, Suite 3200
3 Seattle, Washington 98101-3052

4 Williams, Kastner & Gibbs. Attn. P. Arley Harrel
5 601 Union Street, Suite 4100
6 Seattle, Washington 98101

7 5.1(2)(e) an approved method of distributing the Class
8 Notice to the members of the Class; and

9 5.1(2)(f) such other terms as the Court may deem
10 necessary or appropriate under the circumstances necessary to comply with Federal
11 Rule of Civil Procedure Rule 23(e).

12 5.2 Final Judgment

13 5.2(1) If the Court approves the Proposed Settlement after
14 the Fairness Hearing, the Parties shall submit to the Court a proposed Final Order
15 and Judgment ("Final Order and Judgment") for entry in the Action substantially in
16 the form annexed as Exhibit 3 which shall provide among other things, for:

17 5.2(1)(a) approval of the Proposed Settlement and
18 adjudging the Proposed Settlement to be fair, reasonable and adequate under
19 Federal Rule of Civil Procedure 23 and RCW 4.22, and directing execution and
20 implementation of all the Proposed Settlement's terms and provisions, and retaining
21 jurisdiction for such purposes;

22 5.2(1)(b) a decree that neither this Settlement
23 Stipulation nor the Final Order and Judgment nor any communication or action by
24 the Parties in connection with the Settlement Stipulation constitutes or shall be
25 deemed to constitute an admission by SAS of any liability or wrongdoing
26 whatsoever, or a finding by the Court as to the merits of any claim or defense
27 asserted or that could have been asserted in the Action, or of any wrongdoing by
28 SAS; and further decreeing that neither this Settlement Stipulation nor the Final

1 Order and Judgment is or shall be used or deemed to be an admission in any action
2 or proceeding or an admission of any fault, liability or wrongdoing by any person or
3 entity; and that neither this Settlement Stipulation, nor the negotiations and
4 proceedings related thereto, nor the Final Order and Judgment, nor any related
5 document or communication, shall be offered or received in evidence as an
6 admission, concession, presumption or inference against any person or entity in
7 any action or proceeding provided, however, that this Settlement Stipulation may be
8 received in evidence in any proceeding in the Court as may be solely necessary to
9 consummate or enforce this Settlement Stipulation or the Final Order and
10 Judgment;

11 5.2(1)(c) dismissal of the Action with prejudice against
12 SunAmerica Securities, Inc., Merchant and Krat, and without costs to the Class
13 Representatives and members of the Class or SunAmerica Securities, Inc.,
14 Merchant and Krat except as otherwise expressly provided in the Final Order and
15 Judgment;

16 5.2(1)(d) an order adjudging that all members of the
17 Class who have not duly requested exclusion therefrom shall, upon the satisfaction
18 of the conditions set forth in this Settlement Stipulation, conclusively be deemed to
19 have fully, finally and irrevocably waived, released and discharged their claims
20 against SunAmerica Securities, Inc., Merchant and Krat and their past and present
21 directors, employees, agents, financial consultants, representatives, parents,
22 predecessors, successors, affiliates, subsidiaries, assigns, auditors, attorneys,
23 insurers, and reinsurers, including without limitation, the following: Linda S.
24 Collier (SunAmerica Inc.'s Office of Supervisory Jurisdiction) and her marital
25 community; and Southmark Financial Services, Inc. and its parent, successors,
26 affiliates, subsidiaries, employees, officers, directors, agents or representatives or
27 any person or firm acting in concert with it or them; and that the Proposed
28 Settlement fully and completely compensates the Class for any damages as

1 described in the Action which might have been suffered as a result of the claims
2 made against SunAmerica Securities, Inc., Merchant and Krat in the Action;
3 however, this order shall not release any claims which SunAmerica Securities, Inc.,
4 Merchant and Krat have against Phillip Steven Harmon, Phillip E. Harmon &
5 Associates, Inc., and Phillip E. Harmon and any and all individuals and entities
6 engaged in the acts or omissions giving rise to this Action or release any claims that
7 the Class Members have against John Tollefson, Robert Kaye, Tollefson & Company,
8 Douglas Hawthorne, and Hawthorne & Company, and their past and present
9 directors, employees, agents, financial consultants, representatives, parents,
10 predecessors, successors, affiliates, subsidiaries, assigns, auditors, attorneys,
11 insurers, and reinsurers.

12 5.2(1)(e) an order directing that the Class
13 Representatives each execute and deliver to SunAmerica Securities, Inc., Merchant
14 and Krat a release ("Release") substantially in the form annexed hereto as Exhibit 4,
15 and decreeing that any Class Representative's failure to execute and deliver such a
16 Release to SunAmerica Securities, Inc., Merchant and Krat does not diminish,
17 reduce or otherwise affect the Final Order and Judgment in accordance with
18 paragraph 5.2(1)(d) of this Settlement Stipulation that all members of the Class
19 have fully, finally and irrevocably released and discharged SunAmerica Securities.
20 Inc., Merchant and Krat to the extent provided in this Settlement Stipulation;

21 5.2(1)(f) an order adjudging that the Class Notice fully
22 and accurately informed the members of the Class of all material elements of this
23 Action and the Proposed Settlement, and constituted valid, due and sufficient notice
24 to all members of the Class in all respects, complying fully with Federal Rule of Civil
25 Procedure 23 and the requirements of due process;

26 5.2(1)(g) that if this Settlement Stipulation is terminated
27 or fails to become effective for any reason, then the Parties, including without
28 limitation all members of the Class, shall be restored to their respective status

1 existing prior to the date of the execution of this Settlement Stipulation; and
2 5.2(1)(h) a reservation of jurisdiction over the
3 consummation, performance, administration, effectuation and enforcement of the
4 Proposed Settlement and the Final Order and Judgment.

5 5.3 Within 30 days after the Court enters the Final Order and
6 Judgment, Class Counsel shall send to all members of the Class by first class mail
7 a copy of the Final Order and Judgment. Along with the Final Order and
8 Judgment, Class Counsel shall send the order, if any, entered by the Court,
9 awarding attorneys' fees and reimbursing expenses.

10 **SECTION SIX**

11 **CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES**

12 As set forth in the Class Notice and conditioned upon the occurrence of
13 the Effective Date (as defined in Section 7.1), Class Counsel shall apply for a fee of
14 25% of the Settlement Fund to be considered by the Court at the Fairness Hearing.
15 SAS will not oppose this fee application.

16 **SECTION SEVEN**

17 **CONDITIONS**

18 7.1 This Settlement Stipulation shall become effective, and the
19 Effective Date shall occur (as defined in Paragraph 7.2), only if all of the following
20 conditions are satisfied:

21 7.1(1) This Settlement Stipulation shall have been executed
22 by SAS and by PATRICK GETTY, JOY GETTY, HERBERT HERRINGTON, JEAN
23 HERRINGTON, DAVID FELT and PAMELA FELT, individually, and as Class
24 Representatives.

25 7.1(2) The Final Order and Judgment of the Court in the
26 Action shall have become "Final" as defined in Section 7.1(4) and 7.1(5) of this
27 Settlement Stipulation.

28 7.1(3) This Settlement Stipulation has not been terminated

1 Proposed Settlement unless the Parties make substantial modifications, then either
2 of the Parties shall have the right to withdraw from this Settlement Stipulation and
3 this Settlement Stipulation shall thereupon be deemed terminated, provided that
4 the Party seeking to exercise such right of withdrawal does so through written
5 notice to the other Party, not later than 20 days after the Court advises the Parties
6 of the substantial modifications it requires, and provided further, that neither the
7 Class Representatives nor the Class shall have any right to withdraw from this
8 Settlement Stipulation if the Court declines to award Class Counsel attorneys' fees
9 or costs, or if the Court awards Class Counsel a lesser amount of attorneys' fees
10 and costs than the amounts applied for, pursuant to Sections 6 of this Settlement
11 Stipulation.

12 **SECTION NINE**

13 **MISCELLANEOUS**

14 9.1 This Settlement Stipulation, including the exhibits hereto,
15 constitute the entire agreement between the Parties with respect to the subject
16 matter hereof, supersedes any and all prior agreements or understandings relating
17 to such subject matter, and may not be modified except as provided in this
18 Settlement Stipulation.

19 9.2 The Parties acknowledge that they have been represented by legal
20 counsel of their own choice, respectively, throughout the Action and in the
21 negotiation and joint preparation of this Settlement Stipulation, that they have
22 received advice from their legal counsel in connection with this Settlement
23 Stipulation and are fully aware of this Settlement Stipulation's provisions and legal
24 effect, that all agreements and understandings between the Parties are embodied
25 and expressed in this Settlement Stipulation, and that each of the Parties enters in
26 to this Settlement Stipulation freely, without coercion, and based on each of the
27 Parties' own judgment and not in reliance upon any representations or promises
28 made by any of the other Parties, apart from those expressly set forth in this

1 Settlement Stipulation.

2 9.3 If it is determined that any provision of this Settlement
3 Stipulation is uncertain or ambiguous, the language in all parts of this Settlement
4 Stipulation shall be in all cases construed as a whole according to its fair meaning
5 and not strictly construed for nor against either party.

6 9.4 This Settlement Stipulation and any of the exhibits hereto may be
7 amended only by a written instrument executed on behalf of the Parties, subject to
8 the consent of the Court, and without further notice to the members of the Class,
9 unless the court requires such notice.

10 9.5 The headings in this Settlement Stipulation are included for
11 convenient reference only and shall not affect in any way the meaning or
12 interpretation of this Settlement Stipulation, and do not themselves constitute
13 terms or provisions of this Settlement Stipulation.

14 9.6 This Settlement Stipulation may be executed in one or more
15 actual or telecopied counterparts, all of which together shall be considered one and
16 the same instrument and all of which shall be considered duplicate originals.

17 9.7 The Parties agree to use their best efforts to obtain all approvals
18 necessary and to do all things necessary or appropriate to effectuate this Settlement
19 Stipulation according to the terms hereof, including without limitation the execution
20 of all exhibits or related documents as soon as possible if such execution is
21 necessary, and counsel for the Parties are expressly authorized to amend, change or
22 modify this Settlement Stipulation and the attached exhibits to the extent such
23 counsel deem appropriate, provided, however, that such changes must be agreed to
24 by counsel for the Parties in writing and approved by the Court.

25 9.8 This Settlement Stipulation and all exhibits hereto and all related
26 documents shall be governed and interpreted in accordance with the laws of
27 Washington.

28 9.9 In the event of any dispute or disagreement with respect to the

1 meaning, effect or interpretation of this Settlement Stipulation or any exhibit
2 hereto, or in the event of a claimed breach of the Settlement Stipulation or any
3 Exhibit attached thereto, the Parties agree that such dispute will be mediated before
4 Retired Judge Terrence Carroll, then presented to the Court, unless otherwise
5 provided in this Settlement Stipulation. The Court shall award costs and
6 reasonable attorneys' fees to the prevailing party. The Court shall retain
7 jurisdiction over all matters related to this Settlement Stipulation for purposes of
8 administering, effectuating and enforcing the Proposed Settlement and resolving
9 any dispute under this Settlement Stipulation.

10 9.10 Whenever possible, each provision and term of this Settlement
11 Stipulation shall be interpreted in such a manner as to be valid and enforceable. In
12 the event that any provision or terms should be judicially determined to be or is
13 rendered invalid or unenforceable, all other provisions shall remain unaffected to
14 the extent permitted by law and to the extent the purpose and intent of the
15 Proposed Settlement is not materially affected. In such case this Settlement
16 Stipulation shall be handled in accordance with Section 9.9.

17 9.11 Nothing in this Settlement Stipulation is intended to confer a
18 benefit on any individual or entity not a party hereto. SunAmerica Securities, Inc.
19 and Krat specifically reserve their rights and claims against Philip Steven Harmon,
20 Philip E. Harmon & Associates, Inc., and Philip E. Harmon and any and all other
21 individuals and entities engaged in the acts or omissions giving rise to this Action.
22 Plaintiffs specifically reserve their rights and claims against John Tollefson,
23 Tollefson & Company, Douglas Hawthorne, and Hawthorne & Company.

24 9.12 Unless otherwise stated, singular terms used in this Settlement
25 Stipulation shall be deemed to include the plural, and plural terms shall be deemed
26 to include the singular.

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1 DATED: June 14, 1999.


PATRICK GETTY

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4 DATED: June 17, 1999.


JOY GETTY

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6 DATED: June __, 1999.

HERBERT HERRINGTON

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9 DATED: June __, 1999.

JEAN HERRINGTON

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11 DATED: June __, 1999.

DAVID FELT

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14 DATED: June __, 1999.

PAMELA FELT

SUNAMERICA SECURITIES, INC.

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18 DATED: June __, 1999.

By:
Title:

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21 DATED: June __, 1999.

J. JERRY MERCHANT

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24 DATED: June __, 1999.

GARY W. KRAT

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DATED: June __, 1999.

PATRICK GETTY

DATED: June __, 1999.

JOY GETTY

DATED: June 13, 1999.

Herbert Herrington

HERBERT HERRINGTON

DATED: June 13, 1999.

Jean Herrington

JEAN HERRINGTON

DATED: June __, 1999.

DAVID FELT

DATED: June __, 1999.

PAMELA FELT

SUNAMERICA SECURITIES, INC.

DATED: June __, 1999.

By:
Title:

DATED: June __, 1999.

J. JERRY MERCHANT

DATED: June __, 1999.

GARY W. KRAT

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PATRICK GETTY

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JOY GETTY

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HERBERT HERRINGTON

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JEAN HERRINGTON

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11 DATED: June 13, 1999.

David L. Felt

DAVID FELT

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14 DATED: June 13, 1999.

Pamela Felt

PAMELA FELT

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18 DATED: June __, 1999.

SUNAMERICA SECURITIES, INC.

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18 DATED: June __, 1999.

By:
Title:

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21 DATED: June __, 1999.

J. JERRY MERCHANT

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GARY W. KRAT

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24 DATED: June __, 1999.

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PATRICK GETTY

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JOY GETTY

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HERBERT HERRINGTON

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JEAN HERRINGTON

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DAVID FELT

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14 DATED: June __, 1999.

PAMELA FELT

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SUNAMERICA SECURITIES, INC.

DATED: June 16, 1999.

Bridget M. Gaughan

By: Bridget M. Gaughan
Title: Sr. V.P. General Counsel

DATED: June __, 1999.

J. JERRY MERCHANT

DATED: June 16, 1999.

Gary W. Krat

GARY W. KRAT

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PATRICK GETTY

DATED: June __, 1999.

JOY GETTY

DATED: June __, 1999.

HERBERT HERRINGTON

DATED: June __, 1999.

JEAN HERRINGTON

DATED: June __, 1999.

DAVID FELT

DATED: June __, 1999.


PAMELA FELT

SUNAMERICA SECURITIES, INC.

DATED: June __, 1999.

By:
Title:

DATED: June 17TH, 1999.



J. JERRY MERCHANT

DATED: June __, 1999.

GARY W. KRAT

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APPROVED AS TO FORM:

DATED: June 11, 1999.

Mark A. Kuff
Keller Rohrback LLP
Class Counsel

DATED: June __, 1999.

William, Kastner & Gibbs PLLC
As counsel for SunAmerica Securities, Inc.

DATED: June __, 1999.

Johnson Martens Christie Andrews, P.S.
As counsel for J. Jerry Merchant

DATED: June __, 1999.


Keesal, Young & Logan
As counsel for Gary W. Krat

1 APPROVED AS TO FORM:

2
3 DATED: June __, 1999.

4 _____
Keller Rohrback LLP
Class Counsel

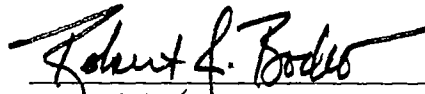
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6 DATED: June 17, 1999.

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8 _____
William, Kastner & Gibbs PLLC
As counsel for SunAmerica Securities, Inc.

9 DATED: June __, 1999.

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Johnson Martens Christie Andrews, P.S.
As counsel for J. Jerry Merchant

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12 DATED: June 17, 1999.

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Keesal, Young & Logan
As counsel for Gary W. Krat

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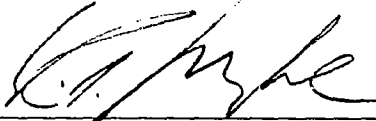
DATED: June __, 1999.

Keller Rohrback LLP
Class Counsel

DATED: June __, 1999.

William, Kastner & Gibbs PLLC
As counsel for SunAmerica Securities, Inc.

DATED: June 17th, 1999.



Johnson Martens Christie Andrews, P.S.
As counsel for J. Jerry Merchant

DATED: June __, 1999.

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