



contemporaneously herewith by Debtor. Unless otherwise indicated, I have personal knowledge of the matters set forth herein and, if called as a witness would testify competently.

2. To the best of my knowledge and belief, attorneys at CWWL have not performed legal work for DT Industries, Inc. or any of its subsidiaries or affiliates, except for work immediately preliminary to this engagement.

3. Except as otherwise set forth herein, the members and associates of CWWL do not have any connection with (connection being defined as a professional relationship) Debtors, their affiliates, their creditors, the United States Trustee or any other party in interest, or its respective attorneys and accountants, or any other party with an actual or potential interest in these Chapter 11 cases.

4. CWWL has represented and in the future likely will represent, various creditors of Debtors and other parties in interest in matters unrelated to Debtors, Debtors reorganization case or such entities claims against or interests in Debtor. Specifically:

(a) Bank One, N.A. CWWL from time to time handles matters for Bank One in the Southwestern Ohio area, including but not limited to real estate and commercial loan transactions. Assembly Technology & Test, Inc. of Livonia, Michigan has an unsecured credit card account with Bank One. CWWL has never represented Bank One in connection with any credit card accounts nor has it ever represented Bank One in connection with any matters in Michigan. Bank One has waived any potential conflict of interest subject to CWWL not engaging in any adversary proceeding against or objection to any claim of Bank One.

(b) At one time, John F. Logan, a creditor of DTI Systems, Inc. was an estate planning client of CWWL. Hugh E. Wall III, the shareholder responsible for John F. Logan has

left CWWL and joined another law firm. The estate planning work performed by the firm for John F. Logan had no connection with any matters relating to the Debtors.

(c) Citicorp. CWWL has in the past handled legal matters on behalf of Citigroup affiliates including Citicorp. None of the matters which may have been handled for any Citigroup affiliate in the past have had any connection with any matters related to the Debtors.

5. The records of CWWL indicate that CWWL does not currently represent any of the secured creditors or Debtor's top twenty creditors (other than as identified above).

6. For professional services, CWWL bases its fees on its hourly rates, which periodically are adjusted. My usual and customary billing rate for matters such as this case is \$255 per hour. The current hourly rates for attorney services at CWWL: range from \$120 to \$275 per hour, and the current hourly rates for paralegal service, range from \$80 to \$115 per hour.

7. CWWL intends to apply these rates to services rendered the Debtors and will apply to the Court for allowance of compensation for professional services rendered and reimbursement and expenses incurred in this Chapter 11 case in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules of Procedure, the Local Bankruptcy Rules and Orders of this Court.

8. Other than as set forth above, no arrangement is proposed between Debtors and CWWL for compensation to be paid in these cases.

9. CWWL has no agreement with any other entity to share any compensation received nor will any be made, except as permitted under Section 504(b) of the Bankruptcy Code.

10. For the reasons set forth above, I and other attorneys employed by CWWL are qualified to act as counsel for Debtors. Neither I, CWWL, nor any shareholder or associate thereof will, while employed by Debtors, represent in connection with Debtors' Chapter 11 cases any other entity holding an interest adverse to Debtors or their estate. CWWL may in the future have professional relationships with creditors of the Debtors unrelated to these Chapter 11 cases.

s/ Ronald S. Pretekin  
Ronald S. Pretekin

Sworn to before me and subscribed in my presence by the said Ronald S. Pretekin, on this 12th day of May, 2004.

s/ Carole R. Chabinye  
Notary Public

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