

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF KANSAS

In re:	)	
	)	
DICKINSON THEATRES, INC.,	)	Case No. 12-22602
a Kansas corporation,	)	Chapter 11
	)	
Debtor.	)	<b>Objection Deadline:</b> <b>November 23, 2012</b>

**MONTHLY STATEMENT OF SERVICES RENDERED AND  
EXPENSES INCURRED BY ROBERT J. RAYBURN III FOR  
PERIOD SEPTEMBER 21, 2012 THROUGH OCTOBER 31, 2012**

In accordance with 11 U.S.C. §§ 105(a), 328, 330 and 331, and this Court's Order Granting the Debtor's Motion to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals entered October 27, 2012 (Docket No. 164), establishing procedures for interim compensation and reimbursement of expenses of professionals ("Interim Compensation Order"), Robert J. Rayburn, III ("Rayburn"), counsel to the above-captioned debtor and debtor-in-possession, hereby submits its Monthly Statement of Services Rendered and Fees Incurred for the Period September 21, 2012 Through October 31, 2012 (the "Statement").

**BACKGROUND**

1. As noted in the Application to Employ Robert J. Rayburn III as General Corporate and Conflicts Counsel for the Debtor (Docket No. 3) (the "Rayburn Application"), Rayburn, in his capacities as both an attorney and a Charter Global Management Accountant, has provided general corporate and consulting advice to Debtor since early 2012. Prior to the commencement of this case, Rayburn was paid solely by Midwest Cinema Group ("MCG"), a subsidiary of Debtor, and not Debtor. After the commencement of this case, Rayburn intends to continue to be paid by MCG. However, out of an abundance of caution, and pursuant to the Rayburn Application, Rayburn is

filing this Statement to give all parties in interest an opportunity to review and object to his fees and expenses in accordance with the Interim Compensation Order.

**FEES AND EXPENSES FOR MONTHLY STATEMENT**

2. All professional services were performed by Rayburn for and on behalf of the Debtor and no other individual creditor, or any other persons.

3. During the Statement period, Rayburn has performed necessary, reasonable and valuable legal services for Debtor with a total of approximately 167.20 hours expended therefore. The specific number of hours, timekeeper's name, hourly rate and total fee amounts are listed and broken down below:

**TIMEKEEPER DATA FOR SEPTEMBER 21, 2012 THROUGH OCTOBER 31, 2012**

NAME	HOURS	RATE	FEES
Robert J. Rayburn, III	167.20	\$225.00	\$37,620.20
<b>TOTAL:</b>			<b>\$37,620.20</b>

4. A complete and accurate accounting of the time identified above is itemized on each statement attached hereto collectively as **Exhibit A**. Generally, the activity can be summarized as participating in conference calls and attending meetings with Debtor's management, preparing first day hearing motions and orders, preparing for and participating in the first day hearings, preparing cash flow projections, assisting in various landlord and creditor negotiations, and various other business operations matters.

5. The hourly rates charged by Rayburn are the standard rates charged on routine, non-complicated matters, without considering the size of the case and degree of responsibility, difficulty, complexity, and results achieved. To minimize the expense of the services provided, Rayburn has, wherever possible, avoided duplication of effort with Debtor's other counsel.

6. Rayburn has incurred expenses during the Monthly Period in the amount of \$2,123.14 which are also itemized on the statements summarized above. The expenses incurred by Rayburn are for prepetition contract legal services from Holbrook and Osborn, P.A. (the "Holbrook Firm") for various legal proceedings including, but not limited to: the Johnson County Tax Appraiser Appeal<sup>1</sup>, the Dickinson v. Heeter<sup>2</sup> damage claim and the K7 contract for deed default and demand for payment<sup>3</sup>. Rayburn did not receive the invoices for services, or pay for same, until after this case was commenced. Rayburn seeks reimbursement of this disbursement from MCG.

7. The reimbursement of the specified expenses requested by Rayburn are expenses normally billed to his clients in other matters, including both bankruptcy and non-bankruptcy matters, and are designed to assist clients in consolidating invoices for various services.

8. No agreement or understanding prohibited by Section 504 of the Bankruptcy Code exists between Rayburn and any other person or entity, including the Holbrook Firm, for the sharing of compensation or reimbursement received or to be received for services rendered in connection with this case.

9. In accordance with the Interim Compensation Order, this Statement has been served upon the following parties: (i) counsel to Dickinson Theatres, Inc., Stinson Morrison Hecker LLP, Attn: Sharon L. Stolte, Esq., 1201 Walnut Street, Suite 2900, Kansas City, Missouri 64106; (ii) Benjamin Blaustein, Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York, 10178, counsel for the Official Committee of Unsecured Creditors, and; (iii) the Office of the United States Trustee, United States Trustee, Attn: Joyce G. Owen, 301 North Main Street,

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<sup>1</sup> Dickinson Theatre, Inc. v. Johnson County (Docket No. 2012-5496-EQ and Docket No. 2012-5495-EQ).

<sup>2</sup> Dickinson Theatre, Inc. v. Heeter, et al.; Case No. 12CV04020 filed in Johnson County District Court.

<sup>3</sup> Contract for Deed between Dickinson Theatres, Inc. and Olathe Christian School, Inc. dated April 6, 2011.

Suite 1150, Wichita, Kansas 67202 (collectively, the "Notice Parties").

10. Pursuant to the Interim Compensation Order, objections to this Statement, if any, must be served upon the Notice Parties, including Stinson, no later than **November 23, 2012** (the "Objection Deadline"), setting forth the nature of the objection and the specific amount of fees or expenses at issue.

11. If no objections to the Statement are received on or before the Objection Deadline, the Debtors will pay to Rayburn 100% of the fees and 100% of the expenses identified in the Statement.

12. Rayburn respectfully requests and reserves the right to supplement this application with additional time descriptions or other material, as appropriate, after determining all questions, comments or objections from all parties.

Dated: November 13, 2012.

ROBERT J. RAYBURN, III,  
ATTORNEY AT LAW

s/ Robery J. Rayburn, III  
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**CERTIFICATE OF SERVICE**

This is to confirm that a copy of the foregoing *Monthly Statement of Services Rendered and Expenses Incurred for Robert J. Rayburn, III for the Period September 21, 2012 Through October 31, 2012*, was electronically filed on November 13, 2012. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system and the filing may be accessed through that system.

s/ Sharon L. Stolte \_\_\_\_\_