

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

In re:

Dickinson Theaters, Inc.,

Debtor.

Chapter 11

Case No. 12-22602 (DLS)

**THIRD MONTHLY STATEMENT OF SERVICES RENDERED AND
EXPENSES INCURRED BY KELLEY DRYE & WARREN LLP FOR
THE PERIOD DECEMBER 1, 2012 THROUGH DECEMBER 31, 2012**

Pursuant to 11 U.S.C. §§ 105(a), 328, 330, and 331 and in accordance with the order of this Court establishing procedures for interim compensation and reimbursement of professionals dated October 27, 2012 (the “Interim Compensation Order”),¹ Kelley Drye & Warren LLP (“Kelley Drye”) submits its Third Monthly Statement (the “Statement”) of Services Rendered and Expenses Incurred for the Period December 1, 2012 through December 31, 2012 (the “Statement Period”) as counsel to the Official Committee of Unsecured Creditors (the “Committee”) of Dickinson Theatres, Inc., the above-captioned debtor and debtor-in-possession (“Debtor”). In support of this Statement, Kelley Drye respectfully represents as follows:

Fees And Expenses For This Statement

1. During the Statement Period, Kelley Drye performed necessary, reasonable, and valuable legal services for the Committee. The reasonable value of the services rendered by Kelley Drye to the Committee during the Statement Period is \$13,078.00. The expenses incurred by Kelley Drye during the Statement Period total \$1,087.11.

2. The following is a summary of the services rendered by Kelley Drye during the Statement Period for which compensation is sought, itemized by project category:

¹ Docket Entry No. 164.

Project Category	Total Hours	Total Fees
Case Administration	1.0	\$425.00
Retention Matters	0.0	\$0.00
Fee Matters	10.0	\$4,354.00
Financing and Cash Collateral	0.0	\$0.00
Asset Disposition	0.0	\$0.00
Executory Contracts and Leases	0.2	\$97.00
Avoidance Actions	0.0	\$0.00
Claims	2.7	\$1,421.50
Disclosure Statement and Plan of Reorganization	7.6	\$4,140.00
Committee & Creditor Communications	3.8	\$1,846.50
Business Operations	0.3	\$145.50
Court Hearings	1.7	\$648.50
Total	27.3	\$13,078.00

3. Kelley Drye has provided a total of 27.3 hours of professional legal services for the Committee in connection with this case during the Statement Period. A detailed breakdown of the hours spent and services performed by the attorneys is attached hereto as **Exhibit A**. The following is a summary of the services rendered by Kelley Drye, itemized by timekeeper:

Name of Professional	Year of First Bar Admission	Position with Applicant and Number of Years in that Position	Hourly Billing Rate	Total Billed Hours	Total Compensation
Eric R. Wilson, Esq.	1997	Partner since 2006	\$625	7.4	\$4,625.00
Benjamin Blaustein, Esq.	2006	Associate since 2005	\$485	8.7	\$4,219.50
Jennifer D. Raviele, Esq.	2009	Associate since 2008	\$425	8.5	\$3,612.50
Marie Vicinanza	n/a	Paralegal since 1990	\$230	2.7	\$621.00

4. The hourly rates charged in this Statement are Kelley Drye's normal hourly rates for work of this character. Based on such rates, the value of the professional services rendered during the Statement Period totals \$13,078.00, with a blended hourly rate of \$479.05. To minimize the cost of the services provided, Kelley Drye has, whenever possible, avoided duplication of efforts and delegated appropriate tasks to associates and paralegals with a lower hourly rate.

5. All services for which compensation is requested by Kelley Drye were performed for or on behalf of the Committee, and not on behalf of the Debtor or other persons. There is no agreement or understanding between Kelley Drye and any other persons, other than members of the firm, for the sharing of compensation to be received for services rendered in this case.

6. During the Statement Period, Kelley Drye worked closely with the Debtor to remedy the flaws in its proposed plan of reorganization which caused the Court to initially deny confirmation. After the plan was modified, Kelley Drye reviewed and analyzed the Debtor's proposed confirmation order and participated in the hearing at which the plan was ultimately confirmed. Kelley Drye also extensively analyzed the largest unsecured claims against the Debtor's estate and began working with the Debtor and certain creditors to resolve those claims.

7. Kelley Drye has incurred total out-of-pocket disbursements during the Statement Period in the amount of \$1,087.11² as follows:

Expense Category	Total Expenses
Postage	\$3.80
Duplication	\$215.40
Telephone	\$9.78
Transcriptions	\$715.40
Cab Service	\$142.73
Total	\$1,087.11

8. The expense reimbursement requested by Kelley Drye in this Statement is for expenses normally billed to the firm's clients in other matters, including both bankruptcy and non-bankruptcy matters. A detailed statement of the expenses incurred by Kelley Drye is attached hereto as **Exhibit B**.

² Kelley Drye reserves the right to request reimbursement of additional expenses incurred during the Statement Period in subsequent statements, to the extent that any such additional expenses have not been processed to date in Kelley Drye's billing system.

9. In accordance with the factors enumerated in section 330 of the Bankruptcy Code, the amount requested in this Statement is fair and reasonable given (a) the complexity of this case, (b) the time expended, (c) the nature and extent of the services rendered, (d) the value of such services, and (e) the costs of comparable services in a case other than one under Title 11.

10. Kelley Drye respectfully reserves the right to supplement this Statement with additional time descriptions or other supporting material after receiving objections, questions, and/or comments from any and all parties.

Notice And The Opportunity To Object

11. Pursuant to the Interim Compensation Procedures Order, this Statement has been served on 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; and (ii) the Office of the United States Trustee, Attn: Joyce Owens, 301 North Main Street, Suite 1150, Wichita, Kansas 67202 (collectively, the “Notice Parties”).

12. Objections to the statement, if any, must be served upon the Notice Parties and Kelley Drye (at the address listed below) no later than January 28, 2013 (the “Objection Deadline”), setting forth the nature of the objection and the specific amount of fees or expenses at issue.

13. If no objections to this Statement are received on or before the Objection Deadline, the Debtor will pay to Kelley Drye 100% of the fees and 100% of the expenses identified in this Statement.

Dated: January 18, 2013

GRIMES & REBEIN, L.C.

By: /s/ Cynthia F. Grimes
Cynthia F. Grimes, KS #12075 MO #38917
15301 West 87th Street Parkway, Suite 200
Lenexa, Kansas 66219
Tel: (913) 888-4800
Fax: (913) 888-0570

-and-

KELLEY DRYE & WARREN LLP

By: /s/ Eric R. Wilson
Eric R. Wilson
Benjamin Blaustein
Jennifer D. Raviele
101 Park Avenue
New York, New York 10178
Tel: (212) 808-7800
Fax: (212) 808-7897

Counsel to the Official Committee of Unsecured
Creditors of Dickinson Theatres, Inc.

Exhibit A

Exhibit B