



**SO ORDERED.**

**SIGNED this 15 day of November, 2005.**

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**ROBERT E. NUGENT**  
**UNITED STATES CHIEF BANKRUPTCY JUDGE**

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

<b>IN RE:</b>	)	
	)	
<b>HERTZLER HALSTEAD HOSPITAL,</b>	)	<b>Case No. 02-13080</b>
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
_____	)	
	)	
<b>W. TERRENCE BROWN, Trustee For the</b>	)	
<b>Bankruptcy Estate of Hertzler Halstead Hospital,</b>	)	
	)	
<b>Plaintiff,</b>	)	
<b>v.</b>	)	<b>Adversary No. 04-5142</b>
	)	
<b>LESLIE KITCHENMASTER and</b>	)	
<b>KOT, INC.,</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

**JUDGMENT ON DECISION**

W. Terrence Brown, chapter 11 trustee of the bankruptcy estate of Hertzler Halstead Hospital

Corporation, sued Leslie Kitchenmaster and his company, KOT, Inc., under 11 U.S.C. § 547 and § 548 to avoid and recover alleged preferential and fraudulent transfers made to them by the debtor prior to the date of debtor's bankruptcy petition.

Judgment is entered in favor of the trustee and against defendant Leslie Kitchenmaster on his preference claim under 11 U.S.C. § 547(b). After reduction for subsequent new value provided by Kitchenmaster, 11 U.S.C. § 547(c)(4), debtor's four loan repayments to Kitchenmaster are avoided as preferences and JUDGMENT IS ENTERED against Kitchenmaster in the amount of \$100,072.88. Judgment is entered in favor of the defendant KOT, Inc. on the trustee's preference claim.

Judgment is entered in favor of the trustee and against defendants Kitchenmaster and KOT, Inc. on the trustee's cause of action for fraudulent transfers under 11 U.S.C. § 548(a)(2)(A). The debtor's payments to KOT, Inc. and Kitchenmaster were made with actual intent to hinder and delay payment of debtor's other creditors. The debtor's payments to KOT, Inc. and Kitchenmaster are avoided as fraudulent transfers and JUDGMENT IS ENTERED against KOT, Inc. in the amount of \$140,000 and against Kitchenmaster in the amount of \$250,179.04.

Further, since the trustee may not recover the avoided transfers twice from defendant Kitchenmaster, the maximum liability and recovery from Kitchenmaster shall be \$250,179.04.

IT IS SO ORDERED.

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