AMERICAN BANKRUPTCY INSTITUTE

Mid-Atlantic Bankruptcy Workshop

Triage for the Health Care Industry

CONCURRENT WORKSHOP

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2024


AMERICAN
BANKRUPTCY
INSTITUTE
Triage for the Healthcare Industry
Diagnosis, Treatment, and Prognosis for an Ailing Industry
August 2024


Headwinds and Causation of Filings

Headwinds for Healthcare

Numerous Factors Have Become Catalysts for Chapter 11 Filings

Continued Trends of Staffing Shortages
- Facilities continue to struggle with staffing shortages, though some deficits have slightly subsided
- Alternative job opportunities, including remote opportunities, will remain an issue for in-person providers

Rising Prevalence of Agency Staffing
- Cost of agency staffing remains high and an attractive route for employees
- Facilities have continued to implement bonuses, and competitive salaries, to retain employees with some success

Interest Rate Environment and Access to Capital
- Interest rates remain high, particularly for short-term capital
- Lenders and investors remain selective, limiting capital resources for facilities

Expiration of ERC/Stimulus Funding
- Expiration of Provider Relief Funds, ERC, and other programs
- Lack of other state and local stimulus programs utilized during, and after COVID, have begun to reveal operating deficits

Statutory Limitations
- Attorney General, and other state regulators, that can block transactions
- Antitrust considerations
- Not-for-profit to for-profit sales under scrutiny

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Headwinds for Healthcare

Lack of C-Suite Succession Plans
- Not-for-profits with no succession plan for C-suite retirements
- Employee pool for healthcare C-suite is aging, with limited candidates

Rise in Home Health
- In-person healthcare becoming slightly less prevalent overtime
- Providers without substantial telemedicine patient bases are at a competitive disadvantage

Consolidation and Scale of Competitors
- Consolidation and acquisitions in the healthcare space remain pervasive
- Scale of large providers continues to create operating hurdles for smaller entities

Payor Reimbursements Lagging Inflationary Trends
- Reimbursements not keeping pace with inflation compress operating margins
- Payor mixes heavily reliant on Medicare and Medicaid can create additional pressures

Impacted Parties

Behavioral Health	Acute Care and Rural Acute Care	Post-Acute Care & Skilled Nursing	Senior-Living & Seniors Housing

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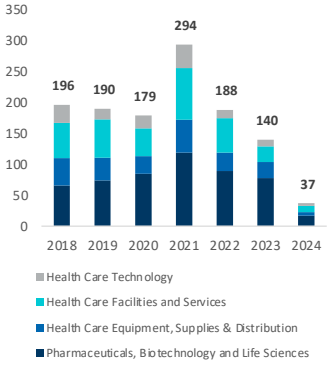
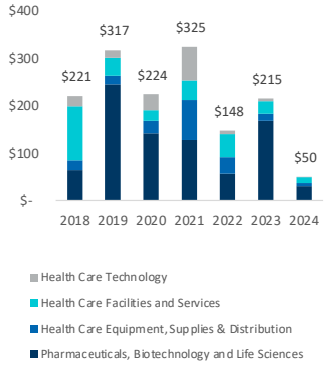
Healthcare Consolidation Trends Continue

Larger Companies and Providers Remain Acquisitive, to Obtain Scale

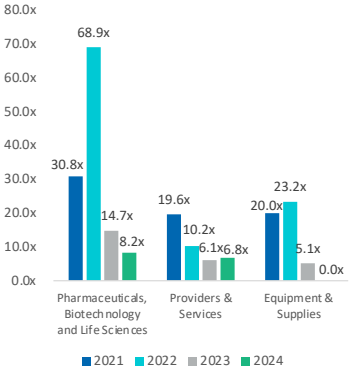
U.S. Healthcare M&A Transaction Volume >$50M Through 2024[1] (# of Deals)



U.S. Healthcare M&A Transaction Value >$50M Through 2024[1] ($ in Billions)



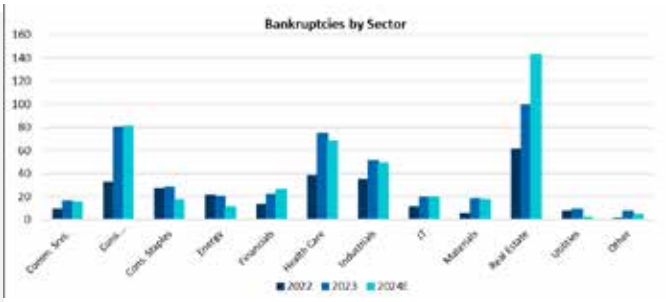
Historical Average EV/EBITDA Multiples Through 2024[1] [2]

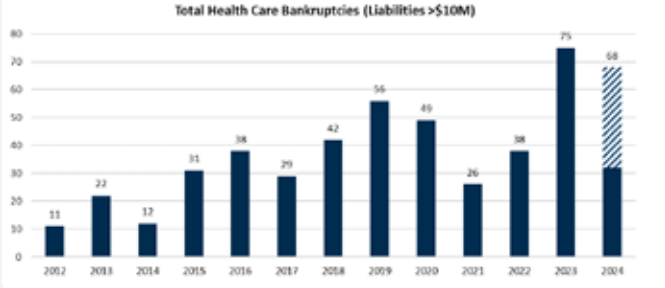


Bankruptcies Reveal Healthcare Pressures

Bankruptcies increased in 2023 and the healthcare industry has continued to see a high level of restructuring in 2024, driven by reimbursement challenges, operating margin compression, and increased cost of capital.

- Health care has experienced the third most bankruptcies, with only real estate and consumer discretionary industries with more filings
- In 2023, there were 75 health care bankruptcies with liabilities totaling $10M or more. Health care providers and services represented the largest sector with 46 filings, followed by Pharma & Life Sciences with 20 filings
- Higher restructuring activity continues into 2024 as the health care industry adapts to lower operating margins, further challenged by a higher rate environment
- Over the past two years, 53.9% of bankruptcy filings had liabilities of $10mm - $50mm

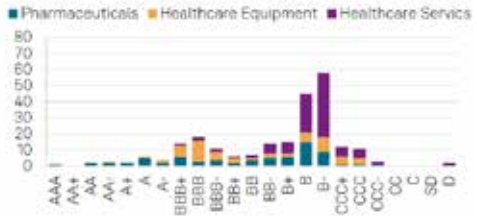




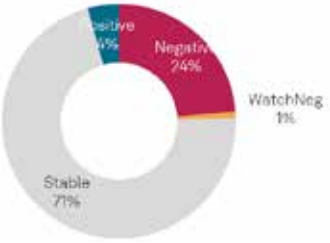
Source: Reorg / ** 2024E is annualized.

Credit Outlook and Yield Curve

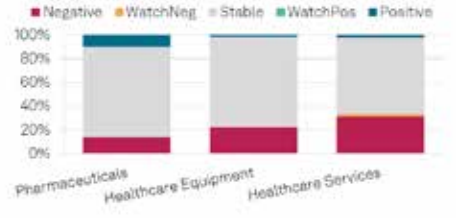
Ratings distribution by subsector



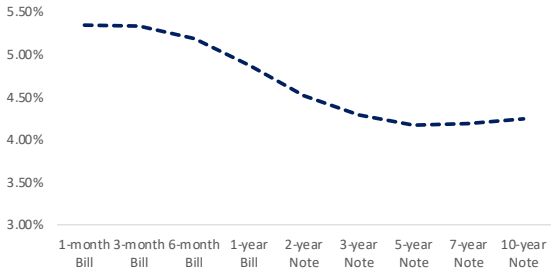
Ratings outlooks



Ratings outlooks by subsector



Present Yield Curve



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Cited Causation of Chapter 11 Filings

Company	Sub Industry	Liability Range	Cited Reasons for Chapter 11 Filing: Skilled Labor Shortage	Acquisition/Expansion	Legal Issues	COVID-19 Market Conditions	Company Specific
[redacted]			·		✓	·	·
[redacted]			·		✓		
[redacted]			·	✓			
[redacted]			·		·	✓	·
[redacted]			·	·	·		✓
[redacted]			✓	·		✓	✓
[redacted]			·	✓			
[redacted]			·				✓
[redacted]			✓				✓
[redacted]			✓		✓	✓	
[redacted]			✓			✓	
[redacted]			✓			✓	

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Legal Considerations Unique to Healthcare Bankruptcies

Bankruptcy Code Provisions Applicable to Health Care Debtors

- § 101(27A) - definition of a “health care business”
- § 333 and Bankruptcy Rule 2007.2 - appointment of a “patient care ombudsman”
- § 330(a)(1) - patient care ombudsman is a professional person entitled to reimbursement from the estate
- § 351and Bankruptcy Rule 6011 - procedures for disposal of patient records
- § 362 - filing of petition imposes “automatic stay” that generally prohibits collection activity, except:
- § 362(b)(4) - enforcement of police or regulatory powers
- § 362(b)(28) - “exclusion” of a debtor from participation in Medicare or any other federal health care program by the U.S. Secretary of Health and Human Services
- § 363(b) and (f) - asset sale; compliance with licensing and regulations
- § 365 - treatment of executory contracts and unexpired leases
- §§ 704(a)(12), 1106(a)(1), and 503(b)(8) - procedures and restrictions governing transfers of patients of a closing health care business and create an administrative expense priority for health care business closing expenses

Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Healthcare organizations require additional considerations when operating post-petition

Provider Agreements

- Federal or state officials may terminate a provider agreement, even if the debtor is in bankruptcy
- Majority of circuits hold that bankruptcy courts lack jurisdiction to determine disputes over the termination of a provider agreement until the debtor/provider has exhausted its administrative remedies. See Fla. Agency for Health Care Admin. v Bayou Shores SNF, LLC, 828 F.3d 1297 (11th Cir. 2016); but see Do Sung Uhm v. Humana Inc., 620 F. 3d 1134 (9th Cir. 2010)

Treatment of Patients and Patient Records

- If provider is ceases operations, debtor/trustee must use "all reasonable and best efforts" to transfer patients to an appropriate alternative business in the vicinity. 11 U.S.C.§§ 704(a)(12) and 1106(a)(1)
- Closure costs are administrative expenses (higher priority for payment). 11 U.S.C.§ 503(a)(8)
- Patient records remain subject to stringent federal and state confidentiality regulations. If a debtor does not have sufficient resources to dispose of patient records, Bankruptcy Code provides a method to give notice and potential early destruction of records. 11 U.S.C. § 351.

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Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Setoff versus Recoupment

- ***Issue:*** *Whether government authorities are prohibited from recovering overpayment claims or other liabilities from future Medicare or Medicaid payments?*
- *Interim reimbursement payments under provider agreements are made before government agency determines provider's entitlement*
- *Intervening provider bankruptcy may result in automatic stay (Bankruptcy Code section 362) preventing CMS or state agency from recovering overpayments*
- *Depends on whether the attempted recovery is "setoff" or "recoupment"*

If Out-of-Court

- Both are equitable rights
- Setoff allows a creditor to deduct a debt it owes to the debtor from a claim it has against the debtor arising from a separate transaction
- For recoupment – the opposing claims must arise from the same transaction
- Bankruptcy Code expressly recognizes setoff (section 553)
- While Code is silent on recoupment, precedent establishes recoupment is enforceable in bankruptcy
- Set-off is available in bankruptcy only when opposing claims are both prepetition or both post petition
- Setoff is subject to the automatic stay of section 362 – recoupment is not (conceptually – recoupment is the right to reduce the amount of a claim and not the adjustment of separate mutual debts)

Tests Determining Recoupment

- Whether rights asserted against debtor are sufficiently logically connected to debtor's countervailing obligations to constitute part of same transaction – Sims v. U.S. Dept. of Health & Human Servs. (In re TLC Hospitals, Inc.), 224 F.3d 1008 (9th Cir. 2000) (U.S. allowed to keep monies owed to debtor for Medicare underpayments in 1994 to repay itself for overpayments in 1993)
- Some courts have commented that recoupment should be applied in bankruptcy only when it would be inequitable for the debtor to enjoy the benefits of the transaction without meeting its obligations – Newbery Corp. v. Fireman's Fund Ins. Co., 95 F.3d 1392 (9th Cir. 1992)
- It has been held that quality assurance program payments and fee for service payments paid under Medicaid do not arise under the same transaction -- In re Gardens Regional Hosp. & Med. Ctr., Inc. (not paid from same segregated fund, not linked to express policy objective, and lacking factual link and logical relationship between payments); St. Catherine Hosp. of Ind. v. Ind. Family & Soc. Servs. Admin., 800 F.3d 312 (7th Cir. 2015)

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Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Healthcare organizations require additional considerations when operating post-petition

Recoupment, Continued

- Most courts have held not paying monies owed for post-petition period to recover prepetition overpayments is recoupment – Univ. Med. Ctr. v. Sullivan (In re Univ. Med. Ctr.), 973 F.2d 1065 (3rd Cir. 1992) (holding application within same cost report year was recoupment, but otherwise Medicare withholding was setoff); In re Gardens Regional Hosp. & Med. Ctr., Inc., 975 F.3d 926 (9th Cir. 2020) (estimated payments and later adjustments qualify as a single transaction for purposes of recoupment – regardless of whether relating to different fiscal years since temporal delay is inevitable result of system of estimated payments and retroactive adjustments).

Automatic Stay

- Automatic Stay does not apply to a debtor's "exclusion" from participation in Medicare or any other federal health care programs by HHS
- Automatic stay may stop collection of civil monetary penalties but will not stay government conduct within the police or regulatory powers. Parkview Adventist Med. Ctr. v. U.S., 842 F.3d 757, 763 (1st Cir. 2016)

Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Patient Care Ombudsman ("PCO")

- *Appointment of PCO required in all health care business bankruptcy cases (defined in Bankruptcy Code § 101(27A)) – within 30 days of commencement of a case under Bankruptcy Code § 333*
  - *Unless not necessary for the protection of patients under the specific facts of the case*

Factors Considered

- Cause of the bankruptcy
- Presence and role of licensing or supervising entities
- Debtor's past history of patient care
- Ability of the patients to protect their rights
- Level of dependency of the patients on the facility
- Likelihood of tension between the interests of the patients and the debtor
- Potential injury to the patients if the debtor drastically reduced its level of patient care
- The presence and sufficiency of internal safeguards to ensure appropriate level of care
- The impact of the cost of an ombudsman on the likelihood of a successful reorganization

PCO in Practice

- In re Alternate Family Care, 377 B.R. 754, 758 (Bankr. S.D. Fla. 2007). The court in In re Valley Health Sys., 381 B.R. 756, 761 (Bankr. C.D. Cal. 2008), identified other factors to be considered can including:
  - High quality of the debtor's existing patient care
  - Debtor's financial ability to maintain high quality patient care
  - Existence of an internal ombudsman program to protect the rights of patients
  - Level of monitoring and oversight by federal, state local, or professional association programs which render the services of an ombudsman redundant
- Cases where the court declines to appoint a PCO (usually in response to an objection by the debtor) break into two general categories:
  - Court finds debtor not to be a health care business within the definition of the Code – In re La Familia Primary Care, P.C., 2023 WL 5310817 (Bankr. D.N.M. 2023)
  - Specific circumstances of case support conclusion that appointment is not warranted (see footnote)

NOTE: See e.g., In re Parkchester Oral and Maxillofacial Surgery Associates PC, 2023 WL 5761923 (Bankr. S.D.N.Y. 2023); In re Aknouk, 648 B.R. 755 (Bankr. S.D.N.Y. 2023); In re North Shore, 400 B.R. 7 (Bankr. E.D.N.Y. 2008); In re Alternative Healthcare, 377 B.R. 754 (Bankr. S.D. Fla. 2007).

Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Not-for-Profit Organizations

- *Rising cases have continued to emerge with 501(c)(3) Organizations*
- *Not-for-profits can encompass a host of healthcare organizations including: behavioral health; senior living; acute care; and other provider models*
- *Separate statutory controls regulate the post-petition environment for not-for-profit organizations*

Bankruptcy Limitations

- Creditors may not file an involuntary against a nonprofit business. 11 U.S.C. § 303(a)
- A nonprofit business cannot be forced to liquidate under chapter 7. 11 U.S.C. § 1112(c)
- State entities and/or Attorney General approval may be needed to approve certain actions while in bankruptcy (sales, affiliations, etc.)
- Access to immediate working capital and financing can be limited given tax-exempt nature
- Bondholder consent can be needed to approve certain actions, and many not-for-profits have tax-exempt bonds in the capital stack

Sale Considerations

- State, Attorney General, or other Regulatory Approvals
  - AG consent required in certain states (CA, NY, etc.)
  - Lead time item that can surpass time provided by working capital available
  - Bankruptcy Code includes provisions in sections 363 and 541 stating that sales of nonprofits must be carried out in accordance with applicable non-bankruptcy law
- A nonprofit seller may seek to prioritize mission over highest or best price or may seek Affiliation options
- Sales "Free and Clear" have been argued in the cases of NFPs
  - In some instances, the Attorney Generals have cooperated in negotiating sale conditions and eliminated the potential battle over whether the sale of a non-profit health care facility can be sold free and clear over the Attorney General's state law approval rights – In re Beverly Cmty. Hosp. Ass'n, Case No. 2:23-bk-12359-SK (Bankr. C.D. Cal. 2023) [Doc. 718]
- Not-for-profit sales to for-profit entities have a higher likelihood to face inquiries, detailed reviews, and rejection from regulatory agencies

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Sale, Transition, and Wind-down Considerations

Initial and Operating | **Sale/Financing** | Transition | Wind-down

Healthcare sales and investments are facing continued pressures and scrutiny in the current regulatory environment

Private Equity Participation

- Often a source for capital or acquisition activity within the distressed and post-petition space, increased regulatory hurdles can preclude the consummation of healthcare transaction
- Heightened scrutiny in cases where the debtor is a not-for-profit organization
- Public records conveying Private Equity ownership
- Regulatory hurdles which can limit the ability of financial buyers to enhance operating margins and meet return hurdles

Antitrust Barriers

- Roll-up transactions can create issues, particularly when the acquiror has common ownership with an acquiree's direct competitors
- Historical precedent of an acquiror implementing cost cutting, lowering staffing levels, decreasing care provided per patient, etc. needs to be considered
- State oversight and review of acquisitions
- Request for Information issued in May 2024 by the Department of Justice to further review antitrust concerns with private-equity and corporate ownership

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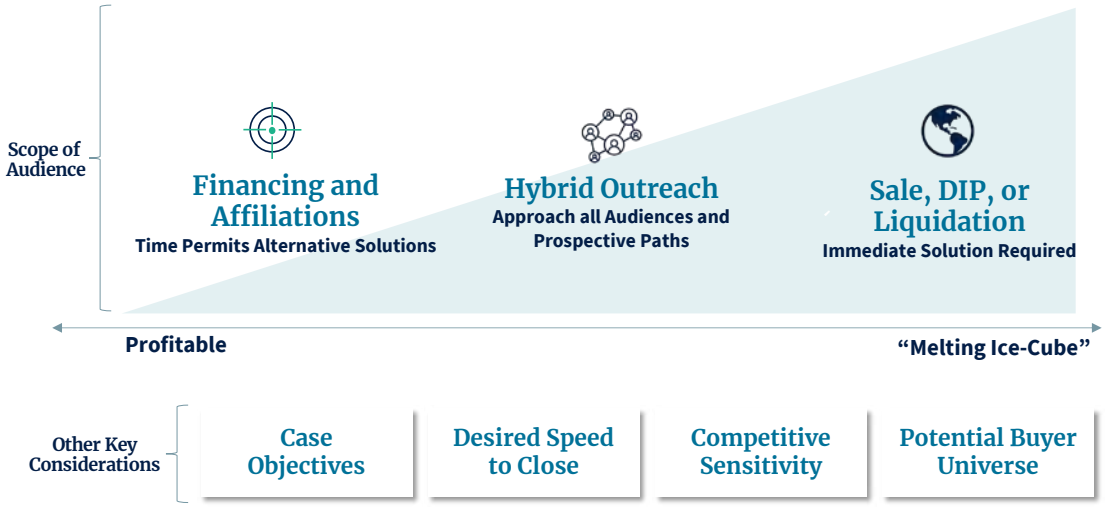
Spectrum of Recovery Paths

Options available to a debtor are largely predicated on case circumstances, ownership model of the debtor, and the financial health of the organization post-petition.



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Other Factors Influencing Value and Debt Capacity

Multiple forces can influence what options are available

- Current interest rate environment and yield curve
- Primary sales in the commercial real estate market
- Secondary trading on bonds and other securitized debt
- Fund flows into private credit, REITs, mutual funds, and ETFs
- Regional positioning in healthcare and market penetration
- State and local payor rates
- Regulatory environment

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Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Ensuring the proper transition of agreements and licensure are focal appoints to ensure a smooth handoff to a new party

Payor Provider Agreements

- Sales often include the assignment of payor provider agreements (e.g., Medicare and Medicaid) – more to come on this topic later in webinar
- Assumption of the provider agreement is an assumption of the successor liability arising from the provider agreement
- A sale that does not include the provider agreement will require new enrollment (lengthy and risky process that most buyers seek to avoid because the buyer will not be paid for post-closing services to Medicare and Medicaid patients until approved)

Transition Services Agreement

- Due to time delays necessitated by regulatory approvals, buyers and sellers should consider whether a need for transition services, including post-closing billing and collections
- Additional transition period may need to be considered as it relates to the transfer of licensure or other necessary assignment of items that are required for the acquiror to operate the facility in questions

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Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | Wind-down

Transfer of Medicare Provider Agreements

Should Medicare provider agreements be treated as executory contracts governed by section 365 of the Bankruptcy code?

Treatments

- If the government provider agreement is an executory contract, the requirements for assumption and assignment apply under § 365, including:
  - ✓ Defaults/overpayments must be cured
  - ✓ New owner must provide adequate assurance of future performance
  - ✓ Contract is transferred with all associated liabilities, including overpayments, duplicate payments, and payments for subsequently denied claims
- In contrast, if a provider agreement is not an executory contract, § 365 does not govern, and provider agreement can potentially be sold under § 363(f) free and clear of interests, including overpayment liability, and allow a buyer to avoid successor liability

Bankruptcy vs. Non-Bankruptcy Courts

- Bankruptcy courts have generally treated government provider agreements as executory contracts governed by § 365 (see Footnote)
- § 525 of the Bankruptcy Code – protecting against discriminatory treatment of debtors by government with regard to licenses -- might be used to counter governmental efforts to impose successor liability or to refuse to recognize a buyer taking an assignment of a Medicare provider agreement without successor liability – e.g., *Health Care Fin. Admin. v. Sun Healthcare Grp., Inc. (In re Sun Healthcare Grp., Inc.)*, 2002 U.S. Dist. LEXIS 17868 (D. Del. 2002).
- Relying from case law from outside of bankruptcy – a few bankruptcy courts have found a Medicare provider agreement to be a statutory entitlement (equivalent to a license) and not to be an executory contract – this view would allow the provider agreement to be transferred free and clear of obligations (avoiding successor liability) pursuant to § 363(f) – e.g., *In re Verity Health Sys of Cal., Inc.*, 606 B.R. 843 (Bankr. C.D. Cal. 2019), *vacated*, 2019 WL 7288754 (Bankr. C.D. C al 2019) (holding provider agreements of debtors with California Dept. of Health Care Servs. were not executory contracts – prior to a settlement being reached and decision vacated); *In re Ctr. City Health Care, LLC* , 2019 WL 12496342 (Bankr. D. Del. 2019), subsequently appeal dismissed and order vacated sub nom.

NOTE: See e.g., *MMM Healthcare, Inc. and PMC Medicare Choice, Inc. v. Santiago (In re Santiago)*, 563 B.R. 467 (Bankr. D.P.R. 2017); *In re Bayou Shores SNF, LLC*, 525 B.R. 160 (Bankr. M.D. Fla. 2014); *Univ. Med. Ctr. v. Sullivan (In re Univ. Med. Ctr.)*, 973 F.2d 1065 (3rd Cir. 1992).

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Sale, Transition, and Wind-down Considerations

Initial and Operating | Sale/Financing | Transition | **Wind-down**

Navigating Patient Records and Patient Information

Sensitivity to Patient Records

- Ensuring that patient confidentiality and patient records are maintained during any sale process
- Facilitating any necessary notices are provided to patients at the consummation of any sale, affiliation, or other transition
- Any transition agreements need to contemplate the ultimate ownership of patient records
- State regulations wifely vary and can influence the recordkeeping practices required while operating a healthcare facility

Destruction of Medical Records

- Notice by Publication Under §351(1)
- Notice by Mail Under §351(1)(B)
- Proof of Compliance With Notice Requirement. Unless the court orders the trustee to file proof of compliance with §351(1)(B) under seal, the trustee shall not file, but shall maintain, the proof of compliance for a reasonable time
- Report of Destruction of Records. The trustee shall file, no later than 30 days after the destruction of patient records under §351(3), a report certifying that the unclaimed records have been destroyed and explaining the method used to effect the destruction. The report shall not identify any patient by name or other identifying information

Faculty

Richard T. Arrowsmith is a senior managing director with FTI Consulting, Inc. in Washington, D.C. He specializes in turnaround and restructuring advisory with a concentrating in the sub-acute care, laboratory and commercial real estate sectors. Mr. Arrowsmith has more than 25 years of creditor workout experience. Prior to joining FTI, he was a managing director in the Healthcare Industry Group at another professional services firm. Before that, he served as senior vice president at Hudson Americas, an affiliate of Lone Star Funds, where he managed a nine-person asset-recovery team, as well as the portfolio of loan assets operating in bankruptcy. Previously, Mr. Arrowsmith led loan workouts at GE Capital Healthcare Financial Services, where he focused on clients in dental, managed care, senior living, skilled nursing and other sub-acute platforms, as well as commercial real estate and equipment leasing portfolios. Mr. Arrowsmith's notable assignments have included leading the restructuring efforts on behalf of GE Healthcare related to its $600 million loan portfolio to Sunwest Management and affiliates, a multi-state-assisted living owner and operator that filed for chapter 11 bankruptcy in 2009. He also led the chapter 11 process for the Highgate Management portfolio of nursing homes through an extended § 363 sale and New York State licensure process. Mr. Arrowsmith received his bachelor's degree in finance from the University of Maryland and his M.S. from American University.

John S. Mairo is a principal at Porzio, Bromberg & Newman, P.C. in Morristown, N.J., where he chairs the firm's Commercial practice group and co-chairs the firm's Bankruptcy and Financial Restructuring department. He concentrates his practice in the areas of commercial litigation, workouts, financial reorganizations and creditors' rights. Mr. Mairo is admitted to practice in New Jersey and New York and is Board Certified in Business Bankruptcy Law by the American Board of Certification. In addition, he successfully completed the INSOL Global Insolvency Practice Course and is recognized as an INSOL International Fellow. Mr. Mairo has represented creditors' committees, secured creditors, administrative agents for syndicates of lenders, debtors, foreign representatives (including chapter 15 cases), landlords, equipment suppliers and other interests. He also has extensive experience in litigating preference and fraudulent-conveyance actions. Mr. Mairo was awarded a certificate by the U.S. Bankruptcy Court for the District of New Jersey in recognition of and appreciation for his *pro bono* service. He also was recently appointed to the U.S. Bankruptcy Court for the District of New Jersey's roster of mediators. Mr. Mairo has been listed in *The Best Lawyers in America* since 2014 for Bankruptcy and Creditor/Debtor Rights/Insolvency and Reorganization Law, and in *Chambers USA* since 2016. He is a member of ABI and the New Jersey Turnaround Management Association, New Jersey State Bar Association and the Association of the Bar of the City of New York. Mr. Mairo received his B.A. *cum laude* in 1991 from Boston College and his J.D. in 1994 from Seton Hall Law School, where he served as managing editor of the *Seton Hall Journal of Sport Law* and was a member of the Seton Hall Juvenile Justice Clinic.

Brady Richardson is vice president of SC&H Capital in Baltimore. His primary responsibilities include providing process support for transactions, as well as analytical support for the SC&H Special Situations team. His other responsibilities include assistance with market research, market outreach, negotiations and closings. Prior to joining SC&H in 2024, Mr. Richardson worked for Herbert J. Sims & Co., where he provided restructuring services and buy-side and sell-side advisory for health care

organizations. In addition to advisory services, he structured and executed dozens of financing solutions for health care issuers, including tax-exempt and taxable direct placement bonds, taxable and tax-exempt municipal bonds (publicly offered), derivative products, draw-down fixed-rate bonds, lines of credit and other solutions. Mr. Richardson also served as a senior associate at MuniCap, Inc., where he provided financial modeling, process and analytical support for special tax and special assessment financings in the high-yield revenue bond space. He has provided support for varying complex transactions and has advised and financed over $2.0 billion in economic value for health care organizations. Mr. Richardson Brady is a FINRA-registered investment banking representative (Series 79), and an MRSB registered municipal advisor (Series 50). He received his B.A. summa cum laude in finance and international business from Lenoir-Rhyne University.

Hon. J. Kate Stickles is a U.S. Bankruptcy Judge for the District of Delaware in Wilmington, appointed on April 6, 2021. Previously, she was member of Cole Schotz P.C.'s Bankruptcy and Corporate Restructuring Department in its Wilmington, Del., office and practiced in the areas of corporate bankruptcy, insolvency and creditors' rights, having represented debtors, official committees, creditors, examiners and trustees in chapter 11 cases. Judge Stickles has been named in *Chambers USA: America's Leading Lawyers for Business* since 2010 and has been listed in *The Best Lawyers in America* and in *Delaware Super Lawyers* in the area of Bankruptcy and Creditor-Debtor Rights Law. She served as counsel to chapter 11 debtors in a variety of industries, including manufacturing and distribution, telecommunications, health care and media, in some of Delaware's most significant bankruptcy cases. Judge Stickles has published in, and served as a contributing editor for, the *ABI Journal* and has also published in *The Americas Restructuring and Insolvency Guide*, the ABI Bankruptcy Litigation Committee eNewsletter and the ABI Commercial Fraud Committee eNewsletter. Judge Stickles is a Fellow with the American College of Bankruptcy and has served as a chair, vice chair and secretary of the Delaware State Bar Association's Bankruptcy Section. She also has served as a master with the Delaware Bankruptcy American Inn of Court. Judge Stickles received her B.A. in political science and communications from Western Maryland College and her J.D. from Temple University School of Law.