Official Form 417A (12/23)

In re: Impac Mortgage Holdings, Inc., et al.

Bankr. Case No. 26-10593 (CTG)

RECEIVED
2026 JUL 10 P 3:20
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

[Caption as in Form 416A, 416B, or 416D, as appropriate]

NOTICE OF APPEAL AND STATEMENT OF ELECTION

Part 1: Identify the appellant(s)

1. Name(s) of appellant(s):
   Waseem Naik

2. Position of appellant(s) in the adversary proceeding or bankruptcy case that is the subject of this appeal:

   For appeals in an adversary proceeding.
   - ☐ Plaintiff
   - ☐ Defendant
   - ☐ Other (describe) _____

   For appeals in a bankruptcy case and not in an adversary proceeding.
   - ☐ Debtor
   - ☑ Creditor
   - ☐ Trustee
   - ☐ Other (describe) _____

Part 2: Identify the subject of this appeal

1. Describe the judgment—or the appealable order or decree—from which the appeal is taken:
   Order Denying Motion for Stay Pending Appeal [Dkt. No. 182]

2. State the date on which the judgment—or the appealable order or decree—was entered:
   June 26, 2026

Part 3: Identify the other parties to the appeal

List the names of all parties to the judgment—or the appealable order or decree—from which the appeal is taken and the names, addresses, and telephone numbers of their attorneys (attach additional pages if necessary):

1. Party: Reorganized Impac Mortgage Holdings, Inc. Attorney: Curtis S. Miller, Esq. Morris Nichols Arsht & Tunnell 1201 N. Market St. 16th Fl. Wilmington DE 19899. Counsel for Reorganized Debtors

2. Party: _____ Attorney: _____

2610593260713000000000003

Part 4: Optional election to have appeal heard by District Court (applicable only in certain districts)

If a Bankruptcy Appellate Panel is available in this judicial district, the Bankruptcy Appellate Panel will hear this appeal unless, pursuant to 28 U.S.C. § 158(c)(1), a party elects to have the appeal heard by the United States District Court. If an appellant filing this notice wishes to have the appeal heard by the United States District Court, check below. Do not check the box if the appellant wishes the Bankruptcy Appellate Panel to hear the appeal.

- ❑ Appellant(s) elect to have the appeal heard by the United States District Court rather than by the Bankruptcy Appellate Panel.

Part 5: Sign below

/s/ Waseem Naik
Signature of attorney for appellant(s) (or appellant(s) if not represented by an attorney)

Date: July 10, 2026

Name, address, and telephone number of attorney (or appellant(s) if not represented by an attorney):

Waseem Naik, Pro Se
22 Hanover Court
Princeton, NJ 08540
(609) 379-2677 I waseemnaik@gmail.com

Fee waiver notice: If appellant is a child support creditor or its representative and appellant has filed the form specified in § 304(g) of the Bankruptcy Reform Act of 1994, no fee is required.

[**Note to inmate filers:** If you are an inmate filer in an institution and you seek the timing benefit of Fed. R. Bankr. P. 8002(c)(1), complete Director's Form 4170 (Declaration of Inmate Filing) and file that declaration along with the Notice of Appeal.]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IMPAC MORTGAGE HOLDINGS, INC., et al.,	Case No. 26-10593 (CTG)
Reorganized Debtors.	(Jointly Administered)

APPELLANT WASEEM NAIK'S PROTECTIVE MOTION FOR LEAVE TO APPEAL ORDER DENYING STAY PENDING APPEAL [DKT. NO. 182]

Appellant Waseem Naik, appearing pro se, respectfully moves, to the extent leave is required, for leave under 28 U.S.C. § 158(a)(3) and Federal Rule of Bankruptcy Procedure 8004 to appeal the Bankruptcy Court's June 26, 2026 Order Denying Motion for Stay Pending Appeal [Dkt. No. 182] (the "Stay Denial Order"). Appellant files this motion protectively because the Stay Denial Order conclusively disposed of a discrete request for interim appellate protection and may be treated as final in the practical bankruptcy sense, but Appellant seeks leave in the alternative to eliminate any threshold dispute over appellate jurisdiction. This motion is filed concurrently with Appellant's Notice of Appeal (Official Form 417A) from the Stay Denial Order, as required by Federal Rule of Bankruptcy Procedure 8004(a). The appeal is closely related to Appellant's already-pending appeal from the Confirmation Order, District Court Civil Action No. 1:26-cv-00692-MN.

I. FACTS NEEDED TO UNDERSTAND THE QUESTIONS PRESENTED

The Bankruptcy Court entered the Confirmation Order on May 29, 2026 [Dkt. No. 165]. Appellant states that he first received the Combined Hearing Notice on or about June 3, 2026, after the May 21 objection deadline and after confirmation. He filed a notice of appeal from the Confirmation Order and a motion for stay pending appeal on June 12, 2026 [Dkt. Nos. 170-171].

The Reorganized Debtors opposed the stay motion on June 23, 2026 [Dkt. No. 180]. The Bankruptcy Court denied the stay on June 26, 2026 [Dkt. No. 182]. The Stay Denial Order concluded, among other things, that Appellant had not supported his assertion of late receipt with evidence and therefore had

not shown an exception to the party-presentation principle, relying on a certificate of service attesting to mailing on April 29, 2026 [Dkt. No. 101, Ex. D at 85 of 87]. That certificate is signed only by an employee of the Debtors' third-party claims and noticing agent, not by a party or counsel, and contains no declaration under penalty of perjury under 28 U.S.C. § 1746 and no notarization. It reflects service on Appellant by First Class Mail only; Appellant does not appear on the Debtors' concurrent Electronic Mail service lists for the same notice, although those lists were used for numerous other recipients that same day [Dkt. No. 101, Exs. A-B, D]. The Stay Denial Order itself describes this document as the Debtors' "sworn certification." Stay Denial Order at 2 n.12. The certificate contains no averment under penalty of perjury or otherwise sworn statement of any kind. The order also relied on Caplan v. Fellheimer Eichen Braverman & Kaskey, 68 F.3d 828 (3d Cir. 1995), in concluding that the asserted injury was self-inflicted.

Appellant's Confirmation Order appeal is already pending in the United States District Court for the District of Delaware. Appellant is also filing, concurrently and directly with the United States District Court, a Renewed Motion for Stay Pending Appeal under Federal Rule of Bankruptcy Procedure 8007(b)(1) in the pending Confirmation Order appeal, Civil Action No. 1:26-cv-00692-MN, supported by a declaration under penalty of perjury stating the date on which he received notice and seeking emergency interim relief. Granting leave here allows the District Court to consider both matters together and avoid piecemeal review of closely related questions. The present protective appeal preserves review of the Stay Denial Order while avoiding uncertainty over the appealability of that order.

II. QUESTIONS PRESENTED

1. Whether, as applied to the specific circumstances of the mailing reflected at Dkt. No. 101, Ex. D, rather than to the facial adequacy of the Debtors' notice procedures generally, the Bankruptcy Court's forfeiture and self-inflicted-injury rulings, which rested on the Stay Denial Order's characterization of the Debtors' certificate of service as a "sworn certification" when the certificate in fact contains no

declaration under penalty of perjury and was signed only by a third-party claims agent, not a party or counsel, adequately weighed the severity of the threatened deprivation, the permanent loss of Appellant's principal residence, against the actual reliability of the notice method used, under the totality-of-the-circumstances due process standard applicable to as-applied notice challenges. See Dusenbery v. United States, 534 U.S. 161 (2002); Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950).

2. Whether the forfeiture and self-inflicted-harm doctrines, when invoked to deny interim appellate protection against the permanent loss of a debtor's principal residence, require any weighing of the severity of the threatened deprivation against the burden that interim relief would impose on the opposing party, or whether those doctrines may instead be applied categorically without such weighing, and whether the Bankruptcy Court applied them categorically here.

3. Whether due process requires that a pro se litigant be afforded a meaningful opportunity to supplement the record before the absence of evidentiary support is treated as dispositive of a request for interim relief from permanent loss of a principal residence, and whether that requirement was satisfied where only three days elapsed between the Reorganized Debtors' opposition [Dkt. No. 180], filed June 23, 2026, raising the evidentiary deficiency, and the Bankruptcy Court's ruling [Dkt. No. 182], entered June 26, 2026, resolving the motion on that ground.

4. Whether, because the state-law standing, chain-of-title, and accounting defenses at issue in Appellant's pending New Jersey appellate proceedings lie outside the subject-matter jurisdiction of the federal courts and have never been adjudicated on the merits by any court, and because the Bankruptcy Court's forfeiture and self-inflicted-harm findings addressed only Appellant's federal appellate rights and did not and could not weigh the separate risk to those state-law defenses, immediate appellate review of the Stay Denial Order is necessary to prevent those defenses from being foreclosed by Plan-based injunctions before any court, state or federal, passes on their merits.

III. RELIEF SOUGHT

Appellant requests an order granting leave to appeal the Stay Denial Order to the extent leave is required, directing that the appeal proceed in the United States District Court for the District of Delaware, and permitting coordination or consolidation with Civil Action No. 1:26-cv-00692-MN as the District Court deems appropriate.

IV. REASONS LEAVE SHOULD BE GRANTED

Although Section 158(a)(3) does not itself state a standard, courts in this District evaluate motions for leave to appeal interlocutory bankruptcy orders under the framework borrowed from 28 U.S.C. § 1292(b): (1) whether the order involves a controlling question of law, (2) whether there is substantial ground for difference of opinion as to that question, and (3) whether an immediate appeal may materially advance the ultimate termination of the litigation. See In re Kaiser Grp. Int'l, Inc., 400 B.R. 140, 145 (D. Del. 2009); In re AE Liquidation, 451 B.R. 343, 346 (D. Del. 2011). The reasons below address each factor.

A. The appeal presents a focused legal dispute that directly affects meaningful review of the Confirmation Order (controlling question of law). The Stay Denial Order resolved whether Appellant would receive interim protection while challenging confirmation. The questions of how alleged late notice affects forfeiture, diligence, and irreparable harm are central to the ongoing appellate controversy and can be resolved on a focused record. This dispute also presents a substantial ground for difference of opinion: whether the forfeiture and self-inflicted-harm doctrines require any weighing of the severity of a threatened deprivation against the burden interim relief would impose on the opposing party, or instead permit categorical application without such weighing, as set out in Question 2, supra, is a legal question this record shows was not squarely addressed below.

B. Immediate review may materially advance the appellate proceedings. The underlying Confirmation Order appeal is already pending, and Appellant has concurrently filed a Renewed Motion for Stay Pending Appeal under Rule 8007(b)(1) directly with the District Court in that appeal. Coordinated

consideration of the Stay Denial Order can avoid fragmented proceedings and clarify whether targeted interim relief is available while the merits appeal proceeds. The relief sought need not unwind consummated transactions; Appellant seeks preservation of identified litigation rights pending appellate review.

C. Delay risks defeating effective review. The Third Circuit has recognized in the stay context that appellate review may be effectively lost where events during the appeal render relief unavailable. See In re Revel AC, Inc., 802 F.3d 558, 567-68 (3d Cir. 2015). Here, the active New Jersey litigation Appellant seeks to preserve concerns Appellant's principal residence at 22 Hanover Court, Princeton/West Windsor, New Jersey, which remains subject to a pending foreclosure action and an active Lis Pendens. If Plan releases or injunctions are invoked to bar Appellant from raising chain-of-title and master-servicing defenses in that foreclosure action before the Confirmation Order appeal is resolved, the result is not a procedural setback but a real risk that Appellant loses his home. If leave is denied, Appellant will have no mechanism to obtain District Court review of the Stay Denial Order's forfeiture and self-inflicted-harm findings, even though those findings rest on the same disputed notice timeline at issue in the pending Confirmation Order appeal. Denial would not moot that underlying argument, but it would leave Appellant without interim appellate protection specific to the Stay Denial Order while his home remains exposed to Plan-based restrictions during the pendency of the merits appeal. Moreover, the state-law defenses underlying Appellant's New Jersey appeals, including standing, chain-of-title, and accounting issues, lie outside federal subject-matter jurisdiction and have not been adjudicated on the merits by any court. The Bankruptcy Court's forfeiture and self-inflicted-harm findings addressed only Appellant's ability to pursue federal appellate review of the Confirmation Order; because federal courts have no occasion to reach the merits of those state-law defenses, that ruling does not, and could not, weigh the separate risk that Plan-based releases or injunctions could extinguish those defenses without any court, state or federal, ever adjudicating them. If leave is denied while that risk remains unaddressed, Appellant loses not merely a procedural opportunity but the only

forum in which those defenses could ever be heard, a risk that implicates the same constitutional due process concerns at the core of Question 1: an opportunity to be heard that, once lost, cannot be restored in any forum, state or federal.

D. The protective posture favors leave. Section 158(a) gives district courts jurisdiction over final bankruptcy orders and, with leave, other interlocutory orders. 28 U.S.C. § 158(a)(1), (3). Bankruptcy finality is applied pragmatically to discrete proceedings. The Stay Denial Order conclusively ended the stay request below. To the extent the District Court determines that the order is interlocutory, Rule 8004 provides the mechanism for leave. Granting leave avoids threshold uncertainty and permits orderly coordination with the already-pending merits appeal.

E. The request is narrow and imposes minimal prejudice. Appellant does not seek through this motion to duplicate merits briefing. He seeks only to preserve review of the Stay Denial Order and allow the District Court to coordinate the two related matters in the manner most efficient for the Court and the parties. Appellant brings this motion not to harass the Reorganized Debtors or multiply proceedings, but because the state-law standing, chain-of-title, and accounting defenses at issue belong to the New Jersey courts alone, and no federal court has occasion to adjudicate them. What is presented is a narrow, jurisdictionally grounded question: whether Appellant retains any forum in which those rights may be heard, not a request for this Court to weigh their merits.

CONCLUSION

WHEREFORE, for these reasons, Appellant respectfully requests that this Court enter an Order:

(1) granting leave to appeal the Order Denying Motion for Stay Pending Appeal [Dkt. No. 182] to the extent leave is required under 28 U.S.C. § 158(a)(3);

(2) directing that the appeal proceed in the United States District Court for the District of Delaware;

(3) directing the Clerk of the Bankruptcy Court to prepare and transmit the record on appeal in accordance with Federal Rule of Bankruptcy Procedure 8009 and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and

(4) granting such other and further relief as the Court deems just and proper,

reserving for the District Court's determination whether this appeal should be consolidated or otherwise coordinated with Naik v. Impac Mortgage Holdings, Inc., et al., Civil Action No. 1:26-cv-00692-MN.

Respectfully submitted,

/s/ Waseem Naik

Waseem Naik, Appellant Pro Se
22 Hanover Court
Princeton, New Jersey 08540
(609) 379-2677
waseemnaik@gmail.com
Dated: July 10, 2026

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

WASEEM NAIK,

Appellant,

v.

IMPAC MORTGAGE HOLDINGS, INC., et al.,

Reorganized Debtors-Appellees.

Civil Action No. _____-MN

(On Appeal from Bankr. Case No. 26-10593 (CTG))

[PROPOSED] ORDER GRANTING APPELLANT'S PROTECTIVE MOTION FOR LEAVE TO APPEAL

Upon consideration of Appellant Waseem Naik's Protective Motion for Leave to Appeal the Order Denying Motion for Stay Pending Appeal [Dkt. No. 182], and for good cause shown, it is hereby **ORDERED** that:

1. To the extent leave is required under 28 U.S.C. § 158(a)(3), leave to appeal Dkt. No. 182 is GRANTED.

2. The appeal shall proceed in the United States District Court for the District of Delaware.

3. The Clerk of the Bankruptcy Court shall prepare and transmit the record on appeal in accordance with Federal Rule of Bankruptcy Procedure 8009 and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

4. Nothing in this Order determines whether the appeal should be consolidated or otherwise coordinated with Naik v. Impac Mortgage Holdings, Inc., et al., Civil Action No. 1:26-cv-00692-MN; that issue is reserved for the District Court.

Dated: _____, 2026

_____

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IMPAC MORTGAGE HOLDINGS, INC., et al.,	Case No. 26-10593 (CTG)
Reorganized Debtors.	(Jointly Administered)

CERTIFICATE OF SERVICE

I, Waseem Naik, certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that on July 10, 2026, I served true and correct copies of the Notice of Appeal and Statement of Election, the Protective Motion for Leave to Appeal, and the proposed order by first-class mail and, where a working email address was available, by electronic mail, upon counsel for the Reorganized Debtors at the following address:

Curtis S. Miller, Esq.
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street, 16th Floor
P.O. Box 1347
Wilmington, Delaware 19899-1347
Counsel for the Reorganized Debtors

Curtis S. Miller, Esq. is the only counsel who has appeared of record for the Reorganized Debtors in connection with the Stay Denial Order and the matters addressed in the Motion for Leave to Appeal. Appellant is not aware of any other party who has appeared or who is required to be served under Federal Rule of Bankruptcy Procedure 8011 in connection with this filing.

Respectfully submitted,

/s/ Waseem Naik

Waseem Naik, Appellant Pro Se
22 Hanover Court
Princeton, New Jersey 08540
(609) 379-2677
waseemnaik@gmail.com
Dated: July 10, 2026

Generated: Jul 10, 2026 3:19PM

U.S. Bankruptcy Court

Delaware Bankruptcy - Wilmington

Receipt Date: Jul 10, 2026 3:19PM

Waseem Z Naik

Rcpt. No: 10096279 Trans. Date: Jul 10, 2026 3:19PM Cashier ID: #SP (6534)

CD	Transaction	Case/Party/Defendant	Qty	Price	Amt
AP	APPEAL	26-10593-CTG	1	298.00	298.00

CD	Tender	Amt
CC	CREDIT	$298.00

Total Due Prior to Payment:	$298.00
Total Tendered:	$298.00
Total Cash Received:	$0.00

Debtor: Impac Mortgage Holdings, Inc.

Exact change only.

RECEIVED
2026 JUL 10 P 3:10
CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

Civil Action No. 1:26-cv-00692-MN

Bankruptcy Case No. 26-10593 (CTG)

BAP No. 26-39

Related Bankr. Dkt. Nos. 171, 182

In re:

IMPAC MORTGAGE HOLDINGS, INC., et al.,

Reorganized Debtors.

WASEEM NAIK,

Appellant,

v.

IMPAC MORTGAGE HOLDINGS, INC., et al.,

Appellees.

APPELLANT'S RENEWED MOTION FOR STAY PENDING APPEAL

PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 8007(b)(1)

EMERGENCY RELIEF REQUESTED

PRELIMINARY STATEMENT

Appellant-Creditor, Waseem Naik, appearing pro se, moves this Court pursuant to FRBP 8007(b)(1) for a stay pending appeal of the Confirmation Order (Bankr. Dkt. #0165) (Exhibit V), following the Bankruptcy Court's denial of the same relief on June 26, 2026 (Bankr. Dkt. #0182) (Exhibit W). This motion also addresses, in Section III.A, infra, why relief remains available notwithstanding consummation.

The Bankruptcy Court's denial rested on a single factual premise: that Appellant presented only a *"naked assertion"* that notice was not received until after confirmation. That premise is the common foundation for both grounds on which the Bankruptcy Court denied relief — forfeiture for failure to object, citing *Dowdell*, 70 F.4th 134 (3d Cir. 2023), and self-inflicted injury under *Caplan v. Fellheimer Eichen Braverman & Kaskey*, 68 F.3d 828, 839 (3d Cir. 1995) — and this renewed motion addresses both directly.

This motion answers each basis for that denial in turn. The *"naked assertion"* the Bankruptcy Court found insufficient is cured by the sworn Declaration filed herewith, which supplies the specific receipt date the record previously lacked. Section I.B, infra. That premise also rested on an incomplete legal standard: a certificate of service establishes evidence of mailing, but it does not resolve the distinct question, under *Mullane*, whether — under the totality of the circumstances presented here, including the 33-day compressed proceeding and the certificate's own lack of safeguards to verify delivery, see Background and Section I.A.6, infra — the method the Debtors chose was reasonably calculated to afford Appellant timely notice and a meaningful opportunity to object. The forfeiture holding is met on the Bankruptcy Court's own terms: its order recognizes that a failure of notice is an exception to the party-presentation principle, and declined to apply that exception only for want of evidence now supplied. Section I.C, infra. The self-inflicted-injury holding under *Caplan* fails for the same reason — *Caplan* presumes a

creditor who had notice and chose inaction, a predicate this record affirmatively disproves. Section II.A, infra.

Because the Bankruptcy Court's denial rested entirely on those threshold likelihood-of-success grounds, it did not need to reach three further points, each of which this motion addresses in turn. First, the irreparable injury is independently established by the impending, permanent loss of Appellant's state appellate rights and his principal marital homestead. Section II.B–II.C, infra. Second, although not required to reach the remaining two stay factors — whether a stay would injure other parties or disserve the public interest, Dkt. #0182 at 2 (citing *Revel*, 802 F.3d at 571) — a stay would in fact substantially harm no other interested party and serves the public interest in accurate notice and orderly appellate review. Section IV.A–IV.B, infra. And third, a second, independently sufficient likelihood-of-success ground — that Appellant's claims were never released under the Plan's opt-in third-party release — follows separately below. Section I.D, infra.

That second ground rests on the Plan's release of Appellant's own, non-derivative claims against non-debtor servicers — entered without his consent, since he never executed the Plan's required Release Opt-In Election Form — which independently supports a stay under *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024) (Section I.D, infra). Even if the Court ultimately rejects Appellant's constitutional notice theory, the Plan's own opt-in terms independently establish a serious merits issue as to whether Appellant's direct claims were ever released — this stay request does not rise or fall with Mullane alone. Together, the notice defect and the improper release establish both a likelihood of success on the merits and irreparable injury to Appellant's principal marital homestead if a stay does not issue.

Separately, because the Reorganized Debtors are expected to invoke consummation as a mootness defense on appeal, one further point warrants emphasis here: the Bankruptcy Court itself already confirmed that this Court retains full equitable authority to grant relief. Dkt. #0182 at 3 n.15 (expressly declining to rest denial on mootness, finding that ***"[i]n view of the breadth of federal courts' equitable authority to craft appropriate remedies, the Court does not conclude it is unable to provide any relief in these circumstances."*** The Bankruptcy Court itself declined to conclude that consummation eliminated all available relief and expressly recognized the possibility of effective equitable remedies — an observation that strongly supports the availability of the targeted interim relief requested here, addressed further in Section III.A, infra.

Separately, the compressed timeline between the Reorganized Debtors' Objection and the Order denying the original stay motion — less than three days, against a pro se litigant without CM/ECF access — further supports considering the developed evidentiary record presented in this renewed motion. Section III.B, infra.

BACKGROUND AND PROCEDURAL HISTORY

Appellant is a general unsecured (Class 5) creditor in this case, appearing pro se because his principal marital homestead — at 22 Hanover Court, Princeton, New Jersey 08540 — is directly at stake in this proceeding. Impac's knowledge of Appellant's litigation, however, predates the petition by months. A Corporate Assignment of Mortgage executed February 12, 2026 purports to transfer Appellant's mortgage to **IMPAC CMB TRUST SERIES 2003-9F** (Exhibit O), a trust whose corporate ties to the Debtors are addressed in Section I.A.2, infra. Thirteen days later, on February 25, 2026, Kory Ann Ferro, Esq. of Greenspoon Marder LLP — counsel of

record in that same foreclosure action — moved to substitute the trust in as named plaintiff of record (Exhibit Q) (addressed in Section I.A.2, infra).

On March 5, 2026, Appellant filed a Notice of Appeal in the New Jersey Appellate Division, Docket No. A-002369-25, in litigation directly involving an Impac-affiliated trust (addressed in Section I.A.2, infra).

On April 10, 2026 — sixteen days before the petition date — the Chancery Division heard argument on the motion to substitute plaintiff, with Kory Ann Ferro, Esq. appearing for the moving party and Appellant appearing pro se, and granted the motion that same day by Order substituting IMPAC CMB TRUST SERIES 2003-9F as plaintiff (Exhibit U) (addressed in Section I.A.2, infra).

Two months later, on April 26, 2026, Impac filed its Chapter 11 petition with a prepackaged plan. The combined confirmation hearing was scheduled for May 28, 2026 — only 33 days later — with an objection deadline of May 21, 2026. The Debtors' Certificate of Service reflects that notice was transmitted on April 29, 2026 (Exhibit S; Dkt. #0101, Ex. D at 85 of 87); the adequacy of that notice — the method chosen, the certificate's evidentiary weight, and the effective window it left before the deadline — is addressed in Sections I.A.4–I.A.6, infra. Those 33 days were meant to confirm a plan directly affecting that homestead.

By order dated May 1, 2026, the New Jersey Appellate Division scheduled a mandatory CASP conference in Docket No. A-002369-25 (Exhibit L). Impac's own counsel, J. Eric Kishbaugh, Esq. (KML Law Group), signed the corresponding CASP Questionnaire on May 12, 2026 — sixteen days after the petition date — without disclosing the pending Chapter 11 case (addressed in Section I.A.3, infra).

On May 22, 2026 — six days before the confirmation hearing — two things happened in tandem: the Debtors filed their Monthly Operating Report (Dkt. #0132, period ending April 30, 2026), disclosing total assets of $1,934,048,560, of which $1,932,618,260, or 99.9%, is classified as *"Other Assets (To Be Reconciled)"* — no Monthly Operating Report has been filed since — and, in the same NJ Chancery matter, Appellant appeared via Zoom for the hearing on his own motion to stay, at which Kory Ann Ferro, Esq. — counsel for the trust already substituted in as plaintiff, supra — said nothing about the pending Chapter 11 case (addressed in Section I.A.3, infra).

On May 28, 2026 — the same day the Bankruptcy Court held the combined Disclosure Statement and Confirmation Hearing in Delaware — Kishbaugh appeared at that same CASP conference in New Jersey before Judge Paulette M. Sapp-Peterson, P.J.A.D., and said nothing about the Delaware proceeding taking place that same day (addressed in Section I.A.3, infra). The Bankruptcy Court entered the Confirmation Order the next day, May 29, 2026 (Dkt. #0165).

Appellant received no written communication of any kind until on or about June 3, 2026 — five days after the Confirmation Order and thirteen days after the May 21, 2026 objection deadline, as set forth in the accompanying Declaration (addressed in Section I.B, infra). The Plan's Effective Date followed on June 10, 2026. Appellant filed his Notice of Appeal (Dkt. #0170) and stay motion (Dkt. #0171) on June 12, 2026 — the last day of the FRBP 8002(a)(1) window (addressed in Section II.A, infra). The Bankruptcy Court denied the stay on June 26, 2026 (Dkt. #0182) (addressed in Section I.C, infra). This renewed motion follows.

The following chronology isolates the dates central to this motion, showing both Impac's months of pre-petition knowledge of Appellant's litigation and the notice defect that followed:

Date	Venue	Event	Grounds
Feb. 12, 2026	NJ	Mortgage assigned to Impac-affiliated trust, IMPAC CMB TRUST SERIES 2003-9F (Exhibit O)	Due Process; Injury
Feb. 25, 2026	NJ	Impac-affiliated trust moves to substitute in as named plaintiff against Appellant (Exhibit Q) [§ I.A.2]	Due Process
Mar. 5, 2026	NJ	Appellant files Notice of Appeal, Docket No. A-002369-25, in litigation involving Impac-affiliated trust [§ I.A.2]	Due Process; Injury
Apr. 10, 2026	NJ	Chancery Division hears and grants motion to substitute plaintiff — Nationstar Mortgage LLC replaced by IMPAC CMB TRUST SERIES 2003-9F; Appellant appeared pro se (Exhibit U) [§ I.A.2]	Due Process; Injury
Apr. 26, 2026	DE	Bankruptcy Petition filed — 33-day compressed confirmation timeline begins	Due Process; Injury

Date	Venue	Event	Grounds
May 22, 2026	NJ	Chancery Division hearing on Appellant's own motion to stay — Kory Ann Ferro, Esq. appears for the already-substituted Impac trust and discloses nothing about the pending Chapter 11 case, though it had been pending 26 days [§ I.A.3]	Due Process; Injury
May 28, 2026	NJ	CASP conference before the New Jersey Appellate Division (NJ) — Impac's counsel discloses no settlement authority, says nothing of the combined hearing held that same day in Delaware [§ I.A.3]	Due Process
May 28, 2026	DE	Combined Disclosure Statement and Confirmation Hearing held (Dkt. #0162–0164); Confirmation Order follows next day	Due Process; Injury; Equitable
May 29, 2026	DE	Confirmation Order entered (Findings of Fact, Conclusions of Law, and Order, Dkt. #0165) — one day after the combined hearing	Due Process; Injury; Equitable

Date	Venue	Event	Grounds
Jun. 3, 2026	NJ	Appellant first actually receives notice — 5 days after confirmation	Due Process
Jun. 10–12, 2026	DE	Plan Effective Date (Jun. 10) — 2 days before Appellant's ordinary appeal deadline (Jun. 12), which he met	Equitable; Due Process

LEGAL STANDARD

This Court applies the four-factor *Revel* test: (1) likelihood of success on the merits; (2) irreparable injury absent a stay; (3) substantial injury to other parties; and (4) public interest. *In re Revel AC, Inc.*, 802 F.3d 558, 568 (3d Cir. 2015). The Third Circuit applies a sliding scale — a stronger showing on one factor may compensate for a weaker showing on another. *Id.* at 570. On questions of constitutional due process, this Court reviews the Bankruptcy Court's determination *de novo*. *In re Goody's Family Clothing, Inc.*, 610 F.3d 812, 816 (3d Cir. 2010) (because the district court sits as an appellate court reviewing the bankruptcy court, it reviews the latter's legal determinations, including constitutional questions, *de novo*).

I. DENIAL OF DUE PROCESS — CONSTITUTIONAL AND STATUTORY GROUNDS

The Confirmation Order was entered in violation of the Due Process Clause of the Fifth Amendment because the notice provided to Appellant was not reasonably calculated, under the circumstances, to apprise him of the pendency of the confirmation proceedings and afford him an

opportunity to be heard. Section I.A, infra, sets out that violation in full; Sections I.B–I.D address the consequences that follow from it.

None of the arguments below challenges the general adequacy of the notice procedure this Court's Procedures Order approved. See Dkt. #0073 ¶¶ 9, 27 (finding the Combined Hearing Notice procedure facially sufficient). Each argument challenges that facially adequate procedure as constitutionally deficient in its application to Appellant — a known, actively litigating creditor whose actual receipt came weeks after both operative deadlines.

A. Appellant Did Not Receive Constitutionally Adequate Notice Under *Mullane*

1. The Governing Standard

The constitutional standard is whether notice was *"reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). The Bankruptcy Court treated a sworn certificate of service attesting to mailing as sufficient to establish constitutionally adequate notice. That is a legal error this Court reviews *de novo*. A certificate of service establishes a presumption of mailing; it does not establish constitutional adequacy of the notice mechanism, and the presumption of receipt it creates is itself rebuttable, see Section I.B, infra. The Reorganized Debtors make the identical error before this Court: their Objection represents that Dkt. #0101 shows Appellant *"having received"* service via First Class Mail. Dkt. #0180 ¶ 17. That certificate attests only that Verita caused the notice to be mailed; it says nothing about receipt. The same conflation that led the Bankruptcy Court astray now appears in the Reorganized Debtors' own briefing to this Court.

The Reorganized Debtors make a second version of that same error in a footnote, asserting that *"Appellant concedes that he received service of the Combined Hearing Notice, among other pleadings filed in the Chapter 11 Cases."* Dkt. #0180 at 6 n.4. That assertion is drawn from Appellant's original, unsworn motion, which stated that the notice *"arrived after both the May 21 objection deadline and the May 29 confirmation date had already elapsed."* Dkt. #0171 at 4. The Reorganized Debtors quote the fact of arrival and omit the timing that made it constitutionally insufficient — and they do so by relying on the one unsworn statement in the record that suits them, while their own certificate of service is likewise unsworn, Section I.A.6, infra. That is the same evidentiary gap the Bankruptcy Court held fatal to the original motion. Section I.C, infra. Appellant's sworn Declaration, filed herewith, supplies exactly that evidence, establishing under penalty of perjury the specific date — June 3, 2026 — on which notice was actually received. An admission that mail eventually arrived is not an admission that it arrived in time to be of any use; late receipt after both operative deadlines is not cured notice, it is the deprivation itself.

Mullane's inquiry is not whether the Debtors mailed something, but whether the method chosen was reasonably calculated to succeed under the totality of circumstances actually presented. Those circumstances are set out below: Appellant was a known, actively litigating creditor entitled to a heightened notice obligation, not the anonymous, publication-level treatment his own Creditor Matrix entry reflects, Section I.A.2, infra; Impac's own counsel had, and did not take, three separate opportunities across two parallel NJ proceedings to disclose the bankruptcy, Section I.A.3, infra; the Combined DS and Confirmation Hearing compressed the ordinarily separate disclosure-statement and confirmation processes into a single 33-day proceeding, Section I.A.4, infra; the Debtors possessed, but did not use,

verified alternative channels of notice, Section I.A.5, infra; and the certificate of service on which the Bankruptcy Court relied is itself unsworn and establishes only mailing, not receipt, Section I.A.6, infra. Each of these circumstances independently raises a serious question whether the chosen method was reasonably calculated to succeed; together, they establish that it was not.

2. Appellant Was a Known, Actively Litigating Creditor Entitled to Heightened Notice

The Third Circuit draws a sharp distinction between notice obligations owed to unknown creditors and those owed to known, actively litigating adverse parties. For the latter, the constitutional floor is categorically higher. *Chemetron Corp. v. Jones*, 72 F.3d 341, 345-46 (3d Cir. 1995) (known creditors must receive actual written notice of a bankruptcy filing and bar date, while unknown creditors may be notified by publication) (citing *City of New York v. New York, N.H. & H.R. Co.*, 344 U.S. 293, 296 (1953)).

Impac's knowledge of Appellant did not arise from an administrative creditor matrix; it predates the petition by months. A Corporate Assignment of Mortgage executed February 12, 2026 purports to transfer Appellant's mortgage to IMPAC CMB TRUST SERIES 2003-9F (Exhibit O) — the resulting cloud on title is addressed in Section II.C, infra. SEC filings confirm that Impac Funding Corporation — Debtor No. 4 in this Chapter 11 case — served as Master Servicer of that trust as of 2003-2004 (Exhibit P-1, KPMG Independent Accountant's Report naming "IMPAC CMB 2003-9F" among the securitizations tested), and Impac Mortgage Holdings, Inc.'s own FY2022 Form 10-K represents that Impac Funding Corporation continues as master servicer of legacy securitizations of this kind unless the related rights are sold or the deal is collapsed (Exhibit P-2) — a change nothing in this record shows occurred as to this trust — meaning the Debtors' own corporate structure, not merely

an affiliated trust, was on the other side of Appellant's foreclosure action before the petition was ever filed. Appellant requests that the Court take judicial notice, pursuant to Fed. R. Evid. 201(b)(2), of Impac Mortgage Holdings, Inc.'s Form 10-K for fiscal year 2022, filed with the U.S. Securities and Exchange Commission on March 16, 2023 (CIK No. 0001000298, Accession No. 0001558370-23-004051), the full text of which is publicly available at https://www.sec.gov/Archives/edgar/data/1000298/000155837023004051/imh-20221231x10k.htm. See Exhibit P-2 (excerpt). Thirteen days later, on February 25, 2026 — two months before the petition date — counsel for Nationstar Mortgage LLC, then the named plaintiff in Appellant's foreclosure action, Docket No. SWC-F-006108-24, filed a Notice of Motion to Substitute Party Plaintiff, seeking to substitute that same trust as the named plaintiff prosecuting the case against Appellant (Exhibit Q). Appellant appeared pro se at the April 10, 2026 hearing on that motion — sixteen days before the petition date — opposite the same counsel who would go on to represent the substituted trust; the Chancery Division granted the motion that same day by Order substituting the trust as plaintiff (Exhibit U) — the injury this substitution creates for Appellant's foreclosure defense is addressed in Section II.C, infra. An Impac-affiliated entity thus secured its position as Appellant's named litigation adversary of record before the bankruptcy case existed at all, and — as set forth in Section I.A.3, infra — said nothing about that case once it did.

This pre-petition knowledge is reinforced by two further facts at the time notice was transmitted: Appellant was on the voluntary petition creditor roster with his correct address, and Appellant was engaged in active New Jersey litigation directly involving Impac's own affiliated trust — including the appeal Appellant filed on March 5, 2026, more than seven weeks before the petition date, in the then-pending appellate docket A-002369-25 (Chancery

Matter No. SWC-F-028748-15) — a matter originally prosecuted by Deutsche Bank National Trust Company, as indenture trustee for the same IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2003-9F trust referenced above, until Deutsche Bank was substituted out in favor of Impac Mortgage Corp. — one of the twelve Debtors in this Chapter 11 case — by order entered January 24, 2017 (Hon. Paul Innes, P.J.Ch.) (Exhibit T) — and the active trial-level foreclosure action, Chancery Matter No. SWC-F-006108-24, in which an Impac-affiliated trust had moved to substitute in as plaintiff two months earlier. As set forth in Section I.A.3, infra, the Debtors' retained corporate counsel had direct, contemporaneous knowledge of that same dispute through his own appearance in it.

When Impac filed its petition on April 26, 2026, the automatic stay under 11 U.S.C. § 362(a) applied to Appellant's then-pending NJ appellate proceeding, A-002369-25, to the extent it constituted a continuation of an action against a Debtor entity — without his knowledge — and the resulting risk of permanent extinguishment of that proceeding is addressed in Section II.B, infra. The constitutional notice obligation for a known active litigant whose proceedings are simultaneously enjoined is not merely the right to file a proof of claim. It is the right to know that a federal injunction has been imposed, so that steps can be taken in both forums. Due process for a known party holding a significant, at-risk property interest requires notice by mail or other means reasonably certain to ensure actual notice. *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 798 (1983) (notice to a mortgagee holding a legally protected property interest must be by mail or other means as certain to ensure actual notice, not mere posting or publication). Whether the method the Debtors actually chose met that standard is addressed in Section I.A.5, infra.

The service record itself confirms this indifferent treatment. Appellant appears in the Debtors' Creditor Matrix only as *"Address on File,"* listed alphabetically between two routine trade creditors — Wall Street Funding Group Inc. and Washington Attorney General — with nothing in that record distinguishing him from an ordinary, passive commercial creditor. Dkt. #0101, Ex. D at 85 of 87. A known active litigant whose federal automatic stay had just enjoined his own pending state appeal received the identical, undifferentiated processing given to a routine vendor.

The Reorganized Debtors' own Objection confirms that Appellant was anything but an anonymous or difficult-to-identify creditor. Their Objection catalogs, in granular detail, a state-court gatekeeping order, 238 docketed pleadings, and two prior foreclosure proceedings spanning nearly two decades, all involving the same residence at issue here. Dkt. #0180 ¶¶ 9–13. A debtor that can recite a creditor's litigation history in that much detail cannot credibly claim it lacked the means to identify him as a known, actively litigating adverse party warranting more than untracked first-class mail.

Appellant's knowability was not limited to what the Debtors' own petition disclosed. Appellant has used the same email address, waseemnaik@gmail.com, in filings with New Jersey state courts since at least December 27, 2016, and in correspondence with his mortgage servicer, LoanCare, LLC, since at least June 14, 2022. Decl. ¶¶ 8-9. That address has been part of the record in both New Jersey proceedings discussed above — Docket No. SWC-F-006108-24 since it was filed in August 2024, and Docket No. F-028748-15/A-002369-25 for nearly a decade — and counsel for Impac-affiliated parties in those very proceedings, Ferro of Greenspoon Marder LLP and Kishbaugh of KML Law Group, P.C., have each corresponded with Appellant directly at that same address, most recently on April 30, 2026 and April 24, 2026, respectively. Decl. ¶¶

10-11. A known, actively litigating adverse party whose email address was already in active, working use by counsel representing Impac-affiliated interests in parallel litigation was not difficult to reach by more reliable means than untracked first-class mail.

3. Impac-Affiliated Counsel Had Three Separate Opportunities to Disclose the Bankruptcy in Parallel NJ Proceedings — All Were Missed

Independent of the mail notice the Debtors sent, counsel representing Impac-affiliated interests participated directly in Appellant's parallel New Jersey litigation during the exact window this case was pending — and on three separate occasions, across two different proceedings, had the opportunity to disclose the Chapter 11 filing to a tribunal, and to Appellant, and did not.

First, by order dated May 1, 2026, the New Jersey Appellate Division scheduled a mandatory CASP conference in Docket No. A-002369-25 (Notice of Preargument Conference, Exhibit L). The corresponding CASP Questionnaire (Exhibit L) was signed by Impac's counsel, J. Eric Kishbaugh, Esq. (KML Law Group), on May 12, 2026 — sixteen days after the petition date. The Questionnaire describes the case only as one in which *"[a] bankruptcy petition followed"* the 2017 foreclosure judgment — a reference to an earlier, since-closed bankruptcy filed by Appellant's spouse, in which Appellant was a member of the bankruptcy estate, not a personal bankruptcy of Appellant's own — and says nothing about the Chapter 11 reorganization of Impac Mortgage Holdings, Inc. then pending in the District of Delaware. Counsel who was, at that moment, representing an Impac-affiliated interest in the very litigation the automatic stay had frozen filed a sworn court document describing the procedural posture of that litigation and omitted the one fact that mattered most to the tribunal and to Appellant.

Second, on May 22, 2026 — the same day the Debtors filed a Monthly Operating Report disclosing that 99.9% of their reported assets were unreconciled, see Background, supra — Appellant personally appeared via Zoom before the Honorable Patrick J. Bartels, P.J.Ch., for the hearing on his own motion to stay in Docket No. SWC-F-006108-24, the same NJ Chancery matter in which an Impac-affiliated trust had already been substituted in as plaintiff weeks earlier, see Section I.A.2, supra — a hearing calendared eight days in advance by the court's own scheduling notice to counsel of record, including Ferro's office (Exhibit R). Kory Ann Ferro, Esq. of Greenspoon Marder LLP appeared on behalf of that trust. As set forth in Appellant's sworn Declaration, Ferro made no mention of the pending Chapter 11 case at that hearing, though the petition had by then been pending for twenty-six days. This was a different attorney, from a different firm, in a different proceeding than Kishbaugh's CASP appearances — yet the same silence.

Third, on May 28, 2026 — the same day as the Delaware combined hearing — Kishbaugh appeared at that CASP conference in New Jersey before Judge Paulette M. Sapp-Peterson, P.J.A.D., in connection with Docket No. A-002369-25. As set forth in Appellant's sworn Declaration, upon direct inquiry by the presiding judge as to settlement authority, Kishbaugh disclosed that he lacked authority to settle and stated that his client *"anticipated a change of servicer,"* while making no disclosure of the Delaware confirmation proceedings taking place that same day. The New Jersey appellate tribunal was given no opportunity to protect its own jurisdiction or the rights of the litigants before it, and Appellant — present at that same conference — was given no opportunity to learn, from the one representative of an Impac-affiliated interest actually in the room with him, that his rights in this very Chapter 11 case were about to be adjudicated the next day.

In all three instances, counsel representing Impac-affiliated interests controlled a channel of communication that would have given Appellant actual, timely knowledge of the confirmation proceedings — independent of the mail — and in each instance, that channel was not used. These contemporaneous appearances are significant to the totality-of-circumstances analysis: they show that representatives of Impac-affiliated interests possessed active, direct channels through which timely notice could readily have been provided, even as the confirmation process proceeded on the compressed 33-day schedule described above.

4. The Combined Hearing Compressed Two Processes Into 33 Days

The combined confirmation hearing was scheduled for May 28, 2026 — only 33 days after the April 26, 2026 petition date — with an objection deadline of May 21, 2026. See Background, supra. The Debtors' own Certificate of Service reflects a mailing date of April 29, 2026 — leaving only 22 calendar days before the May 21, 2026 objection deadline, a window further narrowed for a creditor served by untracked First Class Mail once ordinary transit and delivery time is taken into account. A compressed prepackaged timeline of this kind leaves no margin for error in a notice method that depends on untracked mail; the shorter the window, the more the method chosen must be reasonably calculated to succeed on the first attempt, since there is no practical opportunity to correct course if it fails. Appellant's principal marital homestead was, and remains, directly at stake in the plan those 33 days were meant to confirm.

5. Verified Alternatives Existed and Were Used for Others, But Not for Appellant

The Reorganized Debtors chose untracked first-class mail to notify a known active litigant of this 33-day prepackaged proceeding, one that would permanently extinguish his state court

appellate rights. The Debtors' own Certificate of Service confirms they never used certified mail or return receipt as to any recipient (Exhibit S; Dkt. #0101, Ex. D at 85 of 87).

The unreliability of that choice is underscored by the channels that went unused. Since at least March 2026, the New Jersey Appellate Division's own electronic notifications in Docket No. A-002369-25 included both Appellant's email address and the email address of Impac's retained counsel, KML Law Group (Exhibit L at 6) — meaning counsel representing Impac's interests had a working email address for Appellant weeks before the Debtors' April 29, 2026 mailing. Separately, counsel representing an Impac-affiliated trust in the parallel Chancery Division matter, Greenspoon Marder LLP, has maintained an email service agreement with Appellant since 2024. Two law firms representing Impac-affiliated interests, in two separate New Jersey dockets, therefore already had a verified, working channel to reach Appellant directly — a channel the Debtors' claims agent never attempted to use, despite using Electronic Mail for other recipient categories that same day. Dkt. #0101, Exs. A–B (Electronic Mail service lists), D at 85 of 87 (First Class Mail list). Indeed, Appellant does not appear anywhere on the Debtors' own Electronic Mail lists — he was never emailed at all, notwithstanding that Electronic Mail was the method the Debtors chose for numerous other recipient categories that same day.

6. The Unsworn Certificate Establishes Mailing, Not Receipt

The Debtors' Certificate of Service is unsworn: it is signed only *"I... depose and say,"* without any declaration under penalty of perjury as required by 28 U.S.C. § 1746, and without notarization (Exhibit S; Dkt. #0101, Ex. D at 85 of 87).

Even taken at face value, the certificate establishes only that something was mailed, not that it was received, and not that the method chosen was reasonably calculated to succeed under *Mullane*. Notably, the Procedures Order itself (Dkt. #0073) embedded an actual-receipt standard for the operative deadline: objections were required to "be filed with the Court and served so as to be *actually received* no later than May 21, 2026." Dkt. #0073 ¶ 4(e) (emphasis added). The Debtors' own procedural framework thus recognized that receipt, not mailing, is what matters — the same distinction the Bankruptcy Court's order elided.

The envelope bore a printed postage indicia consistent with mass-mailed correspondence, not an individually canceled USPS postmark. Its absence means any presumption of delivery rests on the Debtors' own certificate alone — a unilateral record created by the mailing party, not independently verified by the Postal Service, with no tracking number and no return receipt to confirm the envelope reached Appellant before the deadline. Whether that presumption survives Appellant's sworn Declaration is addressed in Section I.B, infra.

B. Sworn Testimony Establishes Notice Was Not Received Until June 3, 2026 — Five Days After Confirmation

The Bankruptcy Court's only factual holding was that Appellant's assertion of late receipt was a *"naked assertion,"* unsupported by evidence. Dkt. #0182 at 2 n.12. The evidentiary deficiency the Bankruptcy Court identified is no longer present. Appellant's sworn Declaration, filed herewith, establishes that the Combined Hearing Notice (Dkt. #0075) was not received at 22 Hanover Court, Princeton, New Jersey 08540 until on or about June 3, 2026 — five days after the May 29 confirmation date and thirteen days after the May 21 objection deadline. That evidence must now be evaluated together with the surrounding notice circumstances set forth below. The mailbox presumption is explicitly rebuttable. *Lienhard v. Lehighton Ambulance*

Ass'n, 498 B.R. 443, 451 (Bankr. M.D. Pa. 2013). A signed declaration under penalty of perjury identifying a specific receipt date is precisely the credible evidence that rule contemplates. The Reorganized Debtors' own Objection confirms this standard, quoting *Lienhard* for the rule that the mailbox presumption is rebutted by *"credible evidence demonstrating that the mailing was not in fact received."* Dkt. #0180 ¶ 34 (quoting *Lienhard*, 498 B.R. at 451). Appellant's sworn Declaration is exactly that evidence.

The Debtors themselves cannot confirm pre-deadline delivery. Their own Objection acknowledged that notice was *"mailed to"* Appellant's address (Dkt. #0180 at 6 ¶ 17) — mailing, not timely delivery. The envelope bore a printed postage indicia consistent with mass-mailed correspondence, not an individually canceled USPS postmark. Its absence means the presumption rests on the Debtors' own certificate alone — a unilateral record created by the mailing party, not independently verified by the Postal Service and, as detailed in the Background, supra, itself unsigned under penalty of perjury. If an unsupported assertion of late receipt was insufficient for Appellant, an unverified certificate of mailing — with no tracking number, no return receipt, and no confirmation that the envelope reached him before the deadline — cannot be sufficient for the Debtors. Appellant has since cured his evidentiary gap with a sworn, dated declaration; the Debtors have offered nothing to cure theirs. This Court should soundly reject the mailbox presumption on this record.

C. No Forfeiture — The Bankruptcy Court's Own Notice Exception Now Applies

The Bankruptcy Court's denial rested in part on forfeiture under the *"party presentation principle,"* citing *Dowdell*, 70 F.4th 134, 140-41 (3d Cir. 2023). The Bankruptcy Court's own order identifies the answer to that holding: *"[T]he failure to provide notice on a party would of course operate as an exception to this principle."* Dkt. #0182 at 2 n.12. The order declined to

apply that exception only because, on the record before it, Appellant's original stay motion *"points to no evidence"* beyond a *"naked assertion"* that notice arrived late, and so had not met his *"burden of rebutting the debtors' sworn certification." Id.* Appellant's sworn Declaration, filed herewith and addressed in Section I.B, supra, now supplies exactly the evidence the Bankruptcy Court found missing — establishing actual receipt on June 3, 2026, five days after confirmation. The exception the Bankruptcy Court itself already recognized now applies on this record.

This same record defect undercuts the order's characterization of the confirmation hearing as *"fully consensual."* Dkt. #0182 at 1 & n.2. That finding rests entirely on the hearing transcript: the court asked whether *"[a]ny other party in interest wish[ed] to be heard"* and, *"hearing no response,"* concluded no disputes remained. *Id.* Silence from a creditor who does not know a hearing is occurring is not consent — it is the absence that defective notice produces. Appellant was not present, was not represented, and had not yet received any notice that the hearing was happening; as established supra, notice did not reach him until five days after the hearing concluded. A hearing cannot be deemed consensual as to a creditor whose absence was itself the product of the very notice failure this motion challenges.

D. Appellant Never Opted In to the Third-Party Release — His Independent Claims Against Non-Debtors Survive, and Any Contrary Application Is Barred Under *Purdue Pharma*

Independent of the notice issue, the Plan's third-party release operates on an opt-in basis, not an opt-out basis. Section 1.1 of the Plan defines *"Releasing Parties"* to include only Holders of Claims that *"opt[] in to the Third Party Release,"* via a *"Release Opt-In Election Form"* — a form the Combined Hearing Notice (Dkt. #0075) confirms was served alongside that notice.

Appellant never received timely notice of the Combined Hearing, see Section I.B, supra, and the record contains no Release Opt-In Election Form executed by him. The post-*Purdue* trend confirms the same result even under a class-wide analysis: courts have declined to infer consent to a third-party release from an opt-out mechanism where the affected class receives no meaningful recovery, holding that such classes must affirmatively opt in. *See In re Container Store Grp., Inc.*, No. 24-90627, 2025 WL 4226766, at *10 (Bankr. S.D. Tex. Apr. 7, 2025). He therefore never became a Releasing Party, and Section 10.5(b) of the Plan (Dkt. #0013 at 47-48) — which releases the Third-Party Released Parties only *"by the Releasing Parties"* — did not and could not extinguish his independent, non-derivative claims against the non-debtor servicers. His two active, Impac-related NJ appellate dockets present claims that are his alone, not derivative of any claim the Debtors hold; the older, A-002369-25, arises from Chancery Matter No. SWC-F-028748-15, filed in 2015, eleven years before the petition date. To the extent the Reorganized Debtors or their servicing agents nonetheless treat those claims as barred — whether under Section 10.5(b) or the Section 10.4 injunction — that application would independently violate *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024), which holds the Bankruptcy Code does not authorize a plan to release the distinct, non-derivative claims of a non-consenting creditor against non-debtors. Appellant satisfies that standard twice over: he neither opted in nor received notice of the opportunity to do so.

II. IRREPARABLE INJURY TO APPELLANT

The injury calculus is one-sided. Whatever inconvenience a stay imposes on the Reorganized Debtors is administrative, temporary, and measured in weeks; the injury to Appellant is none of those things. Appellant is an individual homeowner, proceeding pro se, whose principal marital homestead is directly at stake in litigation against Impac-related entities he has pursued in the

New Jersey Appellate Division for over a decade. If the Confirmation Order's release, exculpation, and injunction provisions are invoked to terminate that litigation while this appeal is pending, Appellant faces the practical loss of the only forums presently available to be heard on his claim to his own home. That is the injury this motion asks the Court to prevent.

A. Court Cannot Hold a Creditor to a Higher Standard of Vigilance Than the Debtors Met in Their Own Noticing — *Caplan* Does Not Apply

Having chosen untracked mail over the verified alternative channels detailed in Section I.A.5, supra, the Reorganized Debtors cannot now invoke *Caplan v. Fellheimer Eichen Braverman & Kaskey*, 68 F.3d 828, 839 (3d Cir. 1995), to penalize Appellant for failing to monitor a proceeding he was never adequately told existed. *Caplan* penalizes a creditor who had notice and chose inaction; it has no application where the notice itself was constitutionally defective. As shown in Sections I.A.6 and I.B, supra, the Procedures Order embedded an actual-receipt standard the Debtors' own delivery method could never satisfy, and Appellant's sworn Declaration establishes he did not meet that standard until June 3, 2026. The Debtors' own Supplemental Certificate of Service (Dkt. #0179), filed June 18, 2026 — eight days after consummation — confirms their notice process was still incomplete at the moment the estate dissolved. The factual predicate for *Caplan* — a creditor with notice who chose inaction — is entirely absent. From the Petition Date through June 3, 2026, Appellant was bound by a federal injunction he did not know existed — the precise circumstance *Caplan*'s self-inflicted-injury rule presupposes cannot occur.

Nor did Appellant sit on his rights once he actually had notice. Upon receiving the Combined Hearing Notice on June 3, 2026, Appellant acted promptly: he filed his Notice of Appeal (Dkt. #0170) and stay motion (Dkt. #0171) on June 12, 2026, squarely within the fourteen-day window

FRBP 8002(a)(1) affords any appellant. The Claims Register independently corroborates that timeline: it reflects that Appellant filed a proof of claim (Claim No. 12) that same day, June 12, 2026 — meaning the Debtors' own claims agent recorded three separate filings from Appellant, a proof of claim, a notice of appeal, and a stay motion, all within days of his first actual notice of the case. This is not the record of a creditor who chose inaction; it is the record, kept by the Debtors themselves, of a creditor who moved on every available front the moment he learned the case existed. A creditor who uses the full, ordinary period the Rules give him to act is not a creditor who chose inaction — he is a creditor who did exactly what the Rules ask.

B. Two Active State Appellate Dockets Will Be Permanently Extinguished — No Trial Forum Remains

Appellant has two active appellate dockets, both involving Impac-related entities, pending before the Superior Court of New Jersey, Appellate Division: A-002369-25 and A-003247-25. Docket No. A-002369-25 has been pending since Appellant filed his Notice of Appeal on March 5, 2026 — nearly four months before this filing — and is not a newly filed, speculative proceeding but a maturing appeal already in active merits briefing, see infra. In both, the trial courts have been divested of jurisdiction by operation of filed notices of appeal. If the Confirmation Order's provisions are invoked to terminate these appeals, there is no trial court to return to during the pendency of this appeal, since jurisdiction over the underlying claims presently resides with the Appellate Division and dismissal of the appeals would leave Appellant with no forum in which to be heard on the merits. No distribution from a $300,000 capped GUC pool shared pro rata among all Class 5 creditors can substitute for over a decade of active litigation challenging the validity of the lien on Appellant's principal marital homestead.

The irreversibility of this injury is not speculative. The New Jersey Appellate Division issued a scheduling order on May 28, 2026 — the same day as the NJ CASP conference and the Delaware combined hearing — directing merits briefing on Docket No. A-002369-25 (Exhibit L). Appellant's opening brief is due July 13, 2026. That is not a future or hypothetical deadline; it is an active, imminent obligation in a live appellate proceeding that the Plan's releases purport to nullify. The Third Circuit's irreparable injury standard requires that the injury be imminent, and there is no more imminent injury than a merits brief due thirteen days from the date of this filing in a proceeding the Debtors claim no longer needs to be pursued. That scheduling order, moreover, was issued in reliance on an incomplete record: Kishbaugh's non-disclosure at that same CASP conference, see Section I.A.3, supra.

C. Imminent Risk of Wrongful Foreclosure Clouds Title to Principal Marital Homestead

A February 12, 2026 Corporate Assignment of Mortgage purports to transfer Appellant's mortgage to a closed 2003 REMIC trust ten weeks before the petition date (Exhibit O); the supporting exhibits reflect the challenged assignment and the procedural posture in which that assignment is being contested, and the merits of that title dispute are already part of the active state-court record in New Jersey Superior Court, Case No. SWC-F-006108-24, now on appeal as Docket No. A-003247-25, and are not presented for determination here. That same Impac-affiliated trust moved to substitute in as the named plaintiff prosecuting that foreclosure action, and the Chancery Division granted the substitution by Order entered April 10, 2026, see Section I.A.2, supra — placing the very entity whose chain of title Appellant disputes in direct control of the litigation his Plan releases would extinguish. Appellant does not ask this Court to resolve that title dispute here. He asks only that the Plan's releases and injunctions not be permitted to strip him of the one forum — his pending NJ appeal — in which that dispute can be tested. Absent a

stay, the Reorganized Debtors or their downstream servicing agents may rely on the challenged assignment to advance foreclosure while Appellant's only mechanism to contest it is simultaneously extinguished. The loss of a unique primary homestead through foreclosure is a non-compensable, irreplaceable injury — precisely the category of injury the Third Circuit's irreparable injury standard is designed to prevent. *Minard Run Oil Co. v. United States Forest Service*, 670 F.3d 236, 255 (3d Cir. 2011) (deprivation of unique property rights and threatened business viability constitute irreparable injury). This same posture leaves Appellant's independent, non-derivative claims against non-debtor servicers — the very claims Section I.D, supra, shows were never released because Appellant never opted in — permanently unreachable once the estate dissolves.

III. EQUITABLE GROUNDS

A. Consummation Within Rule 8002's Own Appeal Window — The Rule 3020(e) Waiver's Equitable Significance

As proven by the docket timeline in Exhibit N, the Debtors consummated the Plan on Day 12 of the 14-day statutory window. Where consummation occurs before expiration of the ordinary appellate period, the resulting equitable consequences should be considered in light of Appellant's evidence that actual notice was not received until after confirmation; equitable mootness protects good-faith reliance, not the product of a notice failure the debtor itself created.

Rule 3020(e) stays a confirmation order for 14 days unless the court orders otherwise, and the Court had authority to waive that default period. Because the Confirmation Order was entered on May 29, 2026, the default rule would have held the plan stayed through June 12, 2026 — the exact day Appellant filed his Notice of Appeal. The Debtors inserted Section 13.22 into the

Master Plan waiving the Rule 3020(e) stay, and the Bankruptcy Court approved that waiver by signing the Confirmation Order without modification, permitting the Effective Date to trigger on June 10, 2026, before the ordinary fourteen-day appeal period that FRBP 8002(a)(1) affords any party had run. The significance of this sequence is equitable rather than jurisdictional: consummation occurred before the standard appellate window closed for any party and before Appellant — who attests that notice arrived after confirmation, see Section I.B, supra — could obtain meaningful review of the Confirmation Order. Those circumstances weigh against allowing consummation itself to become the reason appellate relief is unavailable; they bear on equitable mootness rather than establishing a freestanding procedural violation.

The critical defect is what the Bankruptcy Court did not know when it approved the waiver. The Debtors sought and obtained it on their own representation that notice had been adequate and no creditor would be prejudiced by immediate consummation — a representation this record already shows was false as to Appellant, see Section I.C, supra. The waiver was thus granted on an incomplete record, without adversarial testing, for a known, actively litigating creditor whose rights it directly extinguished. The result is a closed loop of self-referential prejudice: that same notice failure produced Appellant's absence from the confirmation hearing; his absence meant no one challenged the Rule 3020(e) waiver; the unchallenged waiver permitted immediate consummation; and immediate consummation is now invoked as an equitable mootness defense. Equity will not permit a debtor to use the fruits of its own constitutional violation as a shield against review of that violation. *In re Tribune Media Co.*, 799 F.3d 272, 278 (3d Cir. 2015) (equitable mootness asks whether granting relief would fatally scramble the plan or significantly harm third parties who justifiably relied on confirmation). The reliance that doctrine protects is

reliance by innocent third parties on a finished plan — not a debtor's own manufactured acceleration of the very timeline that produced that reliance in the first place.

Separately, to the extent the Reorganized Debtors renew the argument they raised below — that consummation renders this motion constitutionally moot, as distinct from equitably moot, Dkt. No. 180 at 7-8 (quoting *In re Container Store Grp., Inc.*, No. 24-90627, 2025 WL 4226766, at *10 (Bankr. S.D. Tex. Apr. 7, 2025)) — that argument fails on its own terms. A matter is constitutionally moot only when it is "literally impossible for a court to grant any effectual relief to the prevailing party." *Chafin v. Chafin*, 568 U.S. 165, 172 (2013). The Bankruptcy Court already rejected that premise on this record: in declining to rest its denial on mootness grounds, it held that "[i]n view of the breadth of federal courts' equitable authority to craft appropriate remedies, the Court does not conclude it is unable to provide any relief in these circumstances." Dkt. #0182 at 3 n.15. That finding is fatal to a constitutional-mootness defense, which requires actual impossibility of relief, not merely inconvenience to the Reorganized Debtors. The narrow, targeted relief Appellant seeks — preserving his independent state-court appellate rights and direct claims against non-debtor servicers without disturbing the Plan's other terms, see Section IV.A, infra — is precisely the kind of effectual relief the Bankruptcy Court has already recognized remains available notwithstanding consummation.

B. The Compressed Motion Practice Below Supports Consideration of the Developed Record Presented Here

The procedural history of the stay motion below further supports consideration of the developed evidentiary record now before this Court. The Reorganized Debtors filed their Objection on June 23, 2026, at 5:03 p.m. (Dkt. #0180). That same day, at 8:02 p.m., their claims agent served the Objection on Appellant via electronic mail, as Appellant's own contemporaneous email records

confirm; the agent's Certificate of Service, filed the following day, corroborates that this service occurred (Dkt. #0181, Ex. B). The Bankruptcy Court entered its Order denying the stay motion at 1:15 p.m. on June 26, 2026 (Dkt. #0182).

Thus, less than three days elapsed — from 8:02 p.m. on June 23 to 1:15 p.m. on June 26 — between electronic service of the Reorganized Debtors' substantial opposition and disposition of the emergency stay motion. The Court ruled without a hearing and before Appellant, a pro se litigant without CM/ECF filing access, had a meaningful opportunity to place before the Court a reply addressing the Reorganized Debtors' evidentiary and legal arguments, including the mailbox presumption, forfeiture under *Dowdell*, and asserted self-inflicted injury under *Caplan*.

Appellant does not contend that emergency relief can never be decided on an expedited basis, nor does he seek in this motion to establish a separate constitutional claim arising from the procedure below. The point is narrower. The Bankruptcy Court denied relief because the record then before it lacked sworn evidence establishing when Appellant actually received notice. Dkt. #0182 at 2 n.12. The present motion supplies that evidence and directly addresses the legal arguments raised in the Reorganized Debtors' opposition. Under these circumstances, this Court should evaluate the renewed Rule 8007(b)(1) application on the developed record now presented, rather than treating an evidentiary deficiency in the compressed proceedings below as determinative of the renewed application.

IV. BALANCE OF EQUITIES AND PUBLIC INTEREST

The equitable calculus is asymmetric. As set forth in Section I.D, supra, Appellant never opted into the Plan's third-party release, and his direct, non-derivative claims against non-debtor servicers were never released. But absent interim protection, Appellees, Released Parties, or

servicing actors may nonetheless invoke the Confirmation Order's release, exculpation, and injunction provisions to dismiss, restrict, or otherwise impair the two active state court appeals before this Court has adjudicated whether those claims were released or enjoined at all — permanently foreclosing those proceedings before the question can be reached. Granting a stay merely delays an administrative reorganization by weeks or months while that question, and the underlying constitutional questions, are resolved. Under the Third Circuit's sliding-scale framework, that asymmetry strongly favors the stay.

A. No Substantial Injury to Other Parties

The Reorganized Debtors' business operations are ongoing, and the Plan Sponsor has committed $34 million (Dkt. #0180 ¶ 52); a brief appellate pause does not threaten that commitment. This Court can craft a narrowly tailored stay — preserving the reorganization structure entirely while carving out Appellant's independent state-court appellate rights and direct claims against non-debtor servicers from the Plan's releases. That targeted relief imposes zero financial cost on the Reorganized Debtors, and the Bankruptcy Court itself has already confirmed, see Preliminary Statement, supra (quoting Dkt. #0182 at 3 n.15), that relief of this kind remains available notwithstanding consummation.

B. The Public Interest Favors a Stay

Two distinct public interests converge. First, there is a substantial public interest in ensuring that bankruptcy courts comply with *Mullane*'s constitutional guarantee, particularly in compressed prepackaged proceedings where the risk of notice failure is highest. Second, if reorganized debtors can insulate non-debtor servicers through prepackaged plans that preclude objection by

known creditors, the Supreme Court's holding in *Purdue Pharma* becomes effectively nullified in the prepackaged context. This Court's review is warranted.

C. No Supersedeas Bond Is Warranted

Appellant is an individual consumer creditor defending his principal marital homestead, appearing pro se. Requiring him to post a commercial supersedeas bond as a condition of constitutional appellate review would extinguish access to justice for pro se consumer creditors in prepackaged proceedings.

The disparity between the parties confirms that no bond is warranted. By the Reorganized Debtors' own account, the Plan Sponsor has committed more than $34 million to this restructuring — $24 million in prepetition debt plus a $10 million Exit Facility, of which $8.5 million has already been funded. Dkt. #0180 ¶ 52. Because the stay merely preserves the status quo pending appeal and imposes no cognizable operational or financial harm on an enterprise of that scale, there is no injury for a bond to protect against. FRBP 8007 commits the bond determination to this Court's discretion, and that discretion turns on whether the appellee faces cognizable risk of harm from the stay — not, as the Reorganized Debtors suggest, on whether Appellant can afford to post one. Conditioning the stay on a bond calibrated to Appellant's only significant asset — his home — would not protect against any risk the Reorganized Debtors have actually identified; it would instead risk extinguishing the very equity this motion seeks to preserve, achieving indirectly what the stay is meant to prevent directly.

CONCLUSION

WHEREFORE, Appellant respectfully requests that this Court enter an Order granting the following relief pending appeal, with paragraph (1) requested as the primary relief necessary and

sufficient to preserve Appellant's rights, and paragraph (3) requested only in the alternative, to the extent the Court determines that paragraph (1) alone is legally insufficient:

> **PRESERVING** Appellant's independent rights by preventing the Plan's releases, exculpation clauses, and injunctions from blocking prosecution of active state appellate dockets A-002369-25 and A-003247-25, the underlying trial-level proceeding in Docket No. SWC-F-006108-24 (of which A-003247-25 is an interlocutory appeal), or any direct claims against non-debtor servicers — including Deutsche Bank National Trust Company, as indenture trustee under the indenture relating to IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2003-9F, and Nationstar Mortgage LLC — in state or federal court, pending this Court's final judgment on the pending appeal; and
>
> **WAIVING** any supersedeas bond requirement, or fixing a purely nominal bond, given that the relief requested imposes no cognizable risk of harm on the Reorganized Debtors that a bond would protect against; and
>
> **IN THE ALTERNATIVE**, and only to the extent the Court determines that the foregoing targeted relief is legally insufficient to preserve Appellant's rights pending appeal, GRANTING a full stay pending appeal of the Confirmation Order (Dkt. #0165) (Exhibit V) until this Court issues a final judgment on the pending appeal.

Respectfully submitted,

/s/ Waseem Naik

Waseem Naik
Appellant, Pro Se
22 Hanover Court, Princeton, New Jersey 08540
waseemnaik@gmail.com | (609) 379-2677

Dated: July 10, 2026

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

Civil Action No. 1:26-cv-00692-MN

Bankruptcy Case No. 26-10593 (CTG)

BAP No. 26-39

Related Bankr. Dkt. Nos. 171, 182

In re:

IMPAC MORTGAGE HOLDINGS, INC., et al.,

Reorganized Debtors.

WASEEM NAIK,

Appellant,

v.

IMPAC MORTGAGE HOLDINGS, INC., et al.,

Appellees.

DECLARATION OF WASEEM NAIK IN SUPPORT OF

APPELLANT'S RENEWED MOTION FOR STAY PENDING APPEAL

I, Waseem Naik, declare as follows:

1. I am the Appellant in the above-captioned matter, appearing pro se. I am over the age of eighteen and competent to testify. I have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would testify competently to them.

2. I am a general unsecured (Class 5) creditor in the underlying chapter 11 case, In re Impac Mortgage Holdings, Inc., et al., Case No. 26-10593 (CTG) (Bankr. D. Del.) (the "Chapter 11 Cases").

3. My residence and principal marital homestead is located at 22 Hanover Court, Princeton, New Jersey 08540 (the "Property").

4. On May 22, 2026, I appeared personally via Zoom for the hearing on my motion to stay in Docket No. SWC-F-006108-24. Kory Ann Ferro, Esq., of Greenspoon Marder LLP, appeared on behalf of Plaintiff IMPAC CMB TRUST SERIES 2003-9F. At no point during that hearing did Ms. Ferro disclose, reference, or otherwise mention that Impac Mortgage Holdings, Inc. or its affiliated Debtors had filed for Chapter 11 bankruptcy protection in the District of Delaware, notwithstanding that the petition had already been pending for twenty-six days.

5. On May 28, 2026, I personally appeared at a Civil Appeal Settlement Program ("CASP") conference in New Jersey Appellate Division Docket No. A-002369-25, before the Honorable Paulette M. Sapp-Peterson, P.J.A.D. J. Eric Kishbaugh, Esq., of KML Law Group, P.C., appeared on behalf of the Impac-affiliated party. Upon direct inquiry by Judge Sapp-Peterson as to his settlement authority, Mr. Kishbaugh stated that he lacked authority to settle and that his client anticipated a change of servicer. At no point during that conference did Mr. Kishbaugh disclose that Impac Mortgage Holdings, Inc. or its affiliated Debtors had a combined disclosure statement and confirmation hearing pending that same day in the District of Delaware.

6. Prior to on or about June 3, 2026, I did not receive the Combined Hearing Notice (Bankr. Dkt. #0075), or any other notice of the May 28, 2026 hearing on approval of the Debtors' disclosure statement and confirmation of the Debtors' chapter 11 plan (the "Combined DS and Confirmation Hearing"), which resulted in a Confirmation Order entered the following day, May 29, 2026, at the Property or by any other means.

7. I first received the Combined Hearing Notice at the Property on or about June 3, 2026.

8. Since at least December 27, 2016, I have used waseemnaik@gmail.com ("My Email Address") as my primary email address in filings with New Jersey state courts, beginning with trial court proceeding Docket No. F-028748-15.

9. I have used My Email Address in correspondence with my mortgage servicer, LoanCare, LLC, at its email address, lc-lossmitigation@loancare.net, since at least June 14, 2022.

10. My Email Address has been part of the record in trial court proceeding Docket No. SWC-F-006108-24 since that case was filed in August 2024. That docket is now the subject of a pending appeal, Docket No. A-003247-25, filed on May 19, 2026. Since that appeal was filed, I have received electronic notifications from the case management systems for both dockets at My Email Address. Greenspoon Marder LLP, counsel of record for the Impac-affiliated plaintiff in that matter, emailed me directly at My Email Address as recently as April 30, 2026, in reference to a filing in that case.

11. I have received electronic notifications from the New Jersey Appellate Division's case management system in connection with Docket No. A-002369-25 — the appeal arising from Docket No. F-028748-15 — since March 5, 2026, the date that appeal was filed. J. Eric Kishbaugh, Esq., of KML Law Group, P.C., counsel for the Impac-affiliated party in that matter, first emailed me directly at My Email Address on April 24, 2026.

12. I have never received, and have never executed, a Release Opt-In Election Form or any other document by which I could elect to become a Releasing Party with respect to the Third Party Release described in Section 10.5(b) of the Debtors' chapter 11 plan (Bankr. Dkt. #0013).

13. Upon receiving the Combined Hearing Notice by mail at the Property on or about June 3, 2026, I promptly took action to protect my rights. I filed a Notice of Appeal (Bankr. Dkt. #0170) on June 12, 2026, and a motion for stay pending appeal (Bankr. Dkt. #0171) on that same date.

14. Before June 3, 2026, I did not receive any email notification from the Debtors of the commencement of the Chapter 11 Cases in the District of Delaware, or of the Combined Hearing Notice, by email or any other electronic means, at any time. On June 23, 2026, I received an email at My Email Address from the Debtors' claims agent regarding the Reorganized Debtors' Objection to my renewed motion for stay pending appeal. This was the first electronic communication related to the Delaware bankruptcy.

15. I am a party to two active appeals pending before the Superior Court of New Jersey, Appellate Division: Docket No. A-002369-25 and Docket No. A-003247-25. Both matters relate to claims arising from or connected to parties affiliated with the Debtors, and both remain pending as of the date of this Declaration.

16. I am presently prosecuting the claims and issues raised in Docket Nos. A-002369-25 and A-003247-25. I understand that the Reorganized Debtors contend, or may contend, that provisions of the confirmed Plan release, enjoin, or otherwise prevent prosecution of claims or issues asserted in those proceedings. I seek a stay because dismissal,

termination, or impairment of those proceedings while this appeal is pending would deprive me of the opportunity to obtain appellate review in those matters and would affect litigation concerning my principal marital homestead.

17. I declare under penalty of perjury under the laws of the United States of America, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed on July 10, 2026, at Princeton, New Jersey.

/s/ Waseem Naik

Waseem Naik
Appellant, Pro Se
22 Hanover Court, Princeton, New Jersey 08540
waseemnaik@gmail.com | (609) 379-2677

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

Civil Action No. 1:26-cv-00692-MN
Bankruptcy Case No. 26-10593 (CTG)
BAP No. 26-39
Related Bankr. Dkt. Nos. 171, 182

In re:

IMPAC MORTGAGE HOLDINGS, INC., et al.,
Reorganized Debtors.

WASEEM NAIK,
Appellant,

v.

IMPAC MORTGAGE HOLDINGS, INC., et al.,
Appellees.

INDEX OF EXHIBITS TO APPELLANT'S RENEWED MOTION FOR STAY PENDING APPEAL

Exhibit	Description
L	New Jersey Appellate Division, Docket No. A-002369-25 — Notice of Preargument Conference and Civil Appeal Settlement Program ("CASP") Questionnaire, signed by J. Eric Kishbaugh, Esq. of KML Law Group, P.C.
N	Chronology of Events — Appellant's compiled docket timeline cross-referencing the Chapter 11 Cases and the related New Jersey state-court proceedings.
O	Corporate Assignment of Mortgage, dated February 12, 2026, from Rocket Mortgage, LLC (successor by merger to Nationstar Mortgage LLC) to IMPAC CMB Trust Series 2003-9F. Superior Court of New Jersey, Docket No. SWC-F-006108-24; Trans ID: CHC202664112.
P-1	Form 10-K of IMH Assets Corp Impac CMB Trust Series 2003-9F for fiscal year 2003, filed March 30, 2004 (SEC CIK No. 0001257611; Accession No. 0001020242-04-000323), signed by Impac Funding Corporation as Master Servicer,

Exhibit	Description
	including Exhibit 99.2, an Independent Accountant's Report by KPMG LLP naming "IMPAC CMB 2003-9F" among the securitizations for which Impac Funding Corporation's compliance as Master Servicer was examined.
P-2	Excerpt (page 20) from Impac Mortgage Holdings, Inc.'s Annual Report (Form 10-K) for fiscal year ended December 31, 2022, filed March 16, 2023, containing the "Master Servicing" disclosure describing Impac Funding Corporation's continuing master-servicing obligations. SEC CIK No. 0001000298, Accession No. 0001558370-23-004051. Full filing available at https://www.sec.gov/Archives/edgar/data/1000298/000155837023004051/imh-20221231x10k.htm. Appellant requests judicial notice of this filing pursuant to Fed. R. Evid. 201(b)(2).
Q	Notice of Motion to Substitute Party Plaintiff and to Amend the Metadata to Reflect the New Plaintiff, filed February 25, 2026 by Kory Ann Ferro, Esq. of Greenspoon Marder LLP. Superior Court of New Jersey, Docket No. SWC-F-006108-24; Trans ID: CHC202664112.
R	Email correspondence dated May 14, 2026 reflecting that both Kory Ann Ferro, Esq. and Appellant received notice of the May 22, 2026 hearing in Docket No. SWC-F-006108-24.
S	Certificate of Service, filed May 11, 2026 by Verita Global (Bankr. Dkt. #0101), attesting to service on April 29, 2026 of the Combined Hearing Notice and Third-Party Release Opt-In Form. Exhibit D thereto is the First Class Mail service list. The certificate contains no 28 U.S.C. § 1746 penalty-of-perjury declaration.
T	Order Substituting Plaintiff (Exhibit T-1), entered January 24, 2017 by the Hon. Paul Innes, P.J.Ch., substituting Impac Mortgage Corp. in place of Deutsche Bank National Trust Company, as indenture trustee under the indenture relating to IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2003-9F, Superior Court of New Jersey, Docket No. SWC-F-028748-15, Trans ID: CHC201769634; together with Appellant's Notice of Appeal (Exhibit T-2), filed March 5, 2026, from the January 20, 2026 Order denying Appellant's motion to reopen the underlying judgment in that same matter, docketed as New Jersey Appellate Division Docket

Exhibit	Description
	No. A-002369-25 (see also Exhibit L, CASP conference materials in the same appeal).
U	Order Denying Motion to Reconsider and Granting Motion to Substitute Plaintiff (Exhibit U-1), entered April 10, 2026 by the Hon. Patrick J. Bartels, P.J.Ch., substituting IMPAC CMB Trust Series 2003-9F in place of Nationstar Mortgage LLC, Superior Court of New Jersey, Docket No. SWC-F-006108-24, Trans ID: CHC2026119507; together with Appellant's Notice of Appeal (Exhibit U-2), filed May 19, 2026, from that same Order, docketed as New Jersey Appellate Division Docket No. A-003247-25.
V	Excerpt (pages 10–12, 22, 46, and 51) from Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Joint Prepackaged Chapter 11 Plan of Reorganization of Impac Mortgage Holdings, Inc. and Affiliates Thereof, entered May 29, 2026 (the "Confirmation Order"), comprising Finding V (release, exculpation, and injunction provisions), Finding YY (waiver of the Bankruptcy Rule 3020(e) stay), Decretal Paragraph 47 (operative injunction under Plan Section 10.4), Decretal Paragraph 60 (stay waiver), and the signature page. United States Bankruptcy Court for the District of Delaware, Case No. 26-10593 (CTG), Bankr. Dkt. #0165 (full order, 51 pages).
W	Order Denying Motion for Stay Pending Appeal, signed and entered June 26, 2026 (related to Bankr. Dkt. #0171). United States Bankruptcy Court for the District of Delaware, Case No. 26-10593 (CTG), Bankr. Dkt. #0182.

Exhibit L

New Jersey Appellate Division, Docket No. A-002369-25 — Notice of Preargument Conference and Civil Appeal Settlement Program ("CASP") Questionnaire, signed by J. Eric Kishbaugh, Esq. of KML Law Group, P.C.

FILED, Clerk of the Appellate Division, May 28, 2026, **A-002369-25**

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-002369-25T4

IMPAC MORTGAGE CORP
V.
ASMA W. NAIK A/K/A ASMA N. NAIK
AND WASEEM NAIK; MR. OR MRS. NAIK,
SPOUSE OR CIVIL PARTNER OF ASMA W.
NAIK, FINANTA PRINCETON GREENS ASSOCIATION,
INC.; MBNA AMERICA BANK; ALLIANCE ENERGY
SERVICES LLC

SCHEDULING ORDER

An appeal having been filed in the above matter,

IT IS HEREBY ORDERED that the time for filing and serving briefs and appendices shall not be later than as follows:

a) BRIEF-APPELLANTS BRIEF AND APPENDIX (due date:07/13/2026)
WASEEM NAIK
b) BRIEF-RESPONDENTS BRIEF AND APPENDIX (due date:08/12/2026)
KML LAW GROUP, PC - MICHAEL T MC KEEVER
c) BRIEF-RESPONDENTS BRIEF AND APPENDIX (due date:08/12/2026)
ASMA W. NAIK
d) BRIEF-REPLY BRIEF (due date:08/26/2026)
WASEEM NAIK

IT IS FURTHER ORDERED that when service of a brief is made by ordinary mail on its due date, five days shall be added to the due date of the next brief as provided in R. 1:3-3; and

IT IS FURTHER ORDERED that if appellant has not already filed three additional copies of the transcript with the Clerk and served one copy on any one self-represented respondent for the use of all the self-represented respondents, same are to be filed and served within ten days hereof; and

IT IS FURTHER ORDERED that three paper copies of each brief and appendix shall be filed with the Clerk once the brief and appendix have been approved for filing, with three copies of all filed exhibits; along with a proof of service indicating that two copies were served on each self-represented party to the appeal and one copy of the transcript was served on any one self-represented respondent for the use of all self-represented respondents; and

IT IS FURTHER ORDERED that per the Supreme Court's October 15, 2024 Notice to the Bar, all filings submitted to the Appellate Division must include a certification confirming the submission contains no confidential information or confidential personal identifiers. With every filing, electronic filers will be required to complete a system-generated certification, and non-electronic filers will be required to submit an additional certification; and

FILED, Clerk of the Appellate Division, May 28, 2026, **A-002369-25**

IT IS FURTHER ORDERED that in the event of default by appellant regarding any provision of this order, THE APPEAL WILL BE SUBJECT TO DISMISSAL WITHOUT FURTHER NOTICE; and

IT IS FURTHER ORDERED that if any respondent fails to file a brief within the time directed by this order, such respondent will be subject to preclusion from further participation in the appeal.

WITNESS, the Honorable Thomas W. Sumners, Jr., Chief Judge of the Appellate Division, this 28th day of May, 2026.

s/MARIE C. HANLEY
MARIE C. HANLEY
CLERK OF THE APPELLATE DIVISION

FILED, Clerk of the Appellate Division, May 01, 2026, **A-002369-25**

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
CIVIL APPEALS SETTLEMENT PROGRAM (CASP)

PAULETTE M. SAPP-PETERSON
JUDGE
856-240-9029 ext. 51790

RICHARD J. HUGHES JUSTICE COMPLEX
25 MARKET STREET
P.O. BOX 006
TRENTON, NEW JERSEY 08625

NOTICE OF PREARGUMENT CONFERENCE

To: KML LAW GROUP, PC - MICHAEL T. MC KEEVER, ESQ.
SELF-REPRESENTED - WASEEM NAIK
SELF-REPRESENTED - ASMA W. NAIK

Re: IMPAC MORTGAGE CORP V. ASMA W. NAIK A/K/A ASMA N. NAIK AND WASEEM NAIK; MR. OR MRS. NAIK, SPOUSE OR CIVIL PARTNER OF ASMA W. NAIK, FINANTA PRINCETON GREENS ASSOCIATION, INC.; MBNA AMERICA BANK; ALLIANCE ENERGY SERVICES LLC
Docket No. A-002369-25T4

CASP is designed to assist the parties in exploring the possibilities for settling the case now, rather than proceeding through the entire appeal process. I will be conducting the conference, which is scheduled for **May 28, 2026, at 2:00 p.m. by way of *Microsoft Teams***.

You are required to attend. **No later than May 14, 2026**, the questions on the attached questionnaire must be answered by the attorney or self-represented party and filed with the court. You must answer all of the questions in the space provided on the questionnaire. If you do not know an answer or believe a question does not apply, please write in the space following the question words to that effect. Please sign the completed questionnaire. If you have a copy of the trial judge's written statement of reasons or a transcript of the judge's oral statement of reasons for entering the order or judgement being appealed, please send that along with the completed questionnaire. These documents are to be emailed to appellatecasp.mailbox@njcourts.gov. Attorneys must also electronically file the Questionnaire in eCourts Appellate by selecting CATEGORY – CASP; DOCUMENT TYPE – CASE SETTLEMENT STATEMENT.

If the parties reach an agreement before the conference date, please immediately notify my chambers by telephone or email so I can prepare and file the necessary paperwork to close out the appeal. If you have any questions, you may call my secretary, Anita Penven, at 856-240-9029 ext. 51790.

You should provide a copy of this notice to the court reporter or transcript agency assigned to produce your transcript. They will then suspend preparation of the transcript

FILED, Clerk of the Appellate Division, May 01, 2026, **A-002369-25**

until further notice. The time for filing briefs as prescribed by the Rules of Court or by any previous scheduling order is suspended pending the conference.

Paulette M. Sapp-Peterson, P.J.A.D.
(retired and temporarily assigned on recall)

Date: May 01, 2026
cc: CASP Unit

CASP QUESTIONNAIRE

1. Please provide a short summary of the facts of this case.

This is an action in mortgage foreclosure in which final judgment was entered on July 25, 2017. A bankruptcy petition followed, but by inadvertence, Plaintiff did not vacate final judgment and dismiss the case. Plaintiff intends to dismiss the action at the CASP hearing on May 28, 2026.

2. The judge has reviewed the Notice of Appeal, Case Information Statements filed by the parties, the judgment or order appealed from and other documents on file. In your own words, what is the essence of the order, judgement or agency decision that is the subject of this appeal?

This is Defendant's Notice of Appeal; the precise nature of which is not clear.

3. An appeal from a decision of a trial court or administrative agency is based on an assertion that the trial judge or agency committed legal error, based on the evidence presented, that was of sufficient magnitude to cause an unjust result. New or additional evidence may not be submitted on appeal. If you are the appellant, please describe the error or errors that you assert. If you are the respondent, please state your position regarding any error or errors asserted by the appellant of which you are on notice.

Plaintiff-Respondent attempted to dismiss the action, but it was subsequent to the filing of the Notice of Appeal. Plaintiff-Respondent willconfirm dismissal at the CASP hearing.

4. What is the result that you believe should be reached by the Appellate Court if the appeal continues to completion and explain why.

Plaintiff-Respondent does not expect the appeal to continue to resolution on the merits.

Please sign: 
Print name: J. Eric Kishbaugh, Esq.
Date: 05.12.2026

Gmail

Waseem Naik <waseemnaik@gmail.com>

eCourts Appellate-Notification = A-002369-25 = IMPAC MORTGAGE CORP V. ASMA W. NAIK A/K/A ASMA N. NAIK AND WASEEM NAIK; MR. OR MRS. NAIK, SPOUSE OR CIVIL PARTNER OF ASMA W. NAIK, FINANTA PRINCETON GREENS ASSOCIATION, INC.; MBNA AMERICA BANK; ALLIANCE ENERGY SERVICES LLC

1 message

njedatanotices.mbx@njcourts.gov <njedatanotices.mbx@njcourts.gov> Wed, May 20, 2026 at 11:28 AM

ECOURTS APPELLATE ELECTRONIC NOTIFICATION

A document was entered by the Appellate Division Clerk's Office on the case below:
Caption: IMPAC MORTGAGE CORP V. ASMA W. NAIK A/K/A ASMA N. NAIK AND WASEEM NAIK; MR. OR MRS. NAIK, SPOUSE OR CIVIL PARTNER OF ASMA W. NAIK, FINANTA PRINCETON GREENS ASSOCIATION, INC.; MBNA AMERICA BANK; ALLIANCE ENERGY SERVICES LLC
Docket #s: (Appeal &/or Trial Court) A-002369-25
Case manager: MARCELLA COLEY
Team number: TEAM 04
Phone number: 609-815-2950
Document Type: CASP SETTLEMENT STATEMENT,CERTIFICATION OF CONFIDENTIAL IDENTIFIERS (UPLOAD)

NOTICE HAS BEEN ELECTRONICALLY MAILED TO:

APPELLANT ATTORNEY NAME	APPELLANT ATTORNEY EMAIL
WASEEM NAIK (Pro Se)	(WASEEMNAIK@GMAIL.COM)

RESPONDENT ATTORNEY NAME	RESPONDENT ATTORNEY EMAIL
MICHAEL T MC KEEVER	NJFILINGS@KMLLAWGROUP.COM; EVICTIONS@KMLLAWGROUP.COM

Login to eCourts Appellate to view the case and documents. You will need a valid User ID (NJ Attorney Bar ID) and associated password to login.

Please do not reply to this message, this email is an automated notification, which is unable to receive replies. We are happy to help you with any questions or concerns you may have. Please contact the case manager listed above.

EXHIBIT N

Comprehensive Chronology of Related Proceedings

The following chronology sets forth, in full and without omission, the dates, forums, and docket numbers of all proceedings referenced in Appellant's Renewed Motion for Stay Pending Appeal, spanning the pre-petition assignment of Appellant's mortgage through the pending deadlines in this appeal.

Date	Venue / Forum	Matter / Docket No.	Event / Document Description
02/12/2026	N.J. County Rec.	Mortgage Portfolio Asset	Corporate Assignment of Mortgage executed from Rocket Mortgage, LLC (successor by merger to Nationstar Mortgage, LLC) to Impac CMB Trust Series 2003-9F (Impac Funding Corp., Master Servicer; IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2003-9F).
02/25/2026	N.J. Super. Ch.	SWC-F-006108-24	Notice of Motion to Substitute Party Plaintiff & Amend Metadata filed by Kory Ann Ferro, Esq. (Greenspoon Marder LLP), moving to substitute the plaintiff of record to Impac CMB Trust Series 2003-9F and to amend the electronic case metadata and caption accordingly.
03/05/2026	N.J. App. Div.	A-002369-25	Notice of Appeal filed: Appellant Waseem Naik appeals underlying trial court orders entered in Chancery Division Matter No. SWC-F-028748-15.
04/26/2026	Bankr. D. Del.	26-10593 (CTG)	Chapter 11 voluntary petitions filed: Impac Mortgage Holdings, Inc. and affiliated debtors commence jointly administered, prepackaged Chapter 11 proceedings.
04/29/2026	Bankr. D. Del.	26-10593 (CTG)	Debtors' Certificate of Service reflects transmission of the Combined Hearing Notice via Electronic Mail, First Class Mail, and Overnight Mail (Exhibit S).
05/01/2026	N.J. App. Div.	A-002369-25	New Jersey Appellate Division schedules a mandatory CASP conference (Notice of Preargument Conference, Exhibit L).
05/12/2026	N.J. App. Div.	A-002369-25	CASP Questionnaire executed and submitted by J. Eric Kishbaugh, Esq. (KML Law Group) (Exhibit L).
05/19/2026	N.J. App. Div.	A-003247-25	Notice of Appeal filed: Appellant Waseem Naik appeals trial court orders entered in Chancery Division Matter No. SWC-F-006108-24.
05/21/2026	Bankr. D.	26-10593	Plan objection deadline passes per the Procedures

Date	Venue / Forum	Matter / Docket No.	Event / Document Description
	Del.	(CTG)	Order (Bankr. Dkt. No. 73); Appellant has not yet received notice.
05/22/2026	Bankr. D. Del.	26-10593 (CTG)	Debtors file their Monthly Operating Report for the period ending April 30, 2026 (Bankr. Dkt. No. 132), reporting total assets of $1,934,048,560, of which $1,932,618,260 (99.9%) is classified as "Other Assets (To Be Reconciled)." No Monthly Operating Report has been filed since.
05/22/2026	N.J. Super. Ch.	SWC-F-006108-24	Chancery Division grants the motion to substitute Impac CMB Trust Series 2003-9F as plaintiff of record; Kory Ann Ferro, Esq. (Greenspoon Marder LLP) appears (Exhibit R).
05/28/2026	N.J. App. Div.	A-002369-25	Mandatory CASP conference conducted via Microsoft Teams before Presiding Judge Paulette M. Sapp-Peterson, P.J.A.D.; J. Eric Kishbaugh, Esq. appears for Impac and discloses no settlement authority, stating his client "anticipated a change of servicer," without disclosing the confirmation hearing scheduled the next morning.
05/28-29/2026	Bankr. D. Del.	26-10593 (CTG)	Combined Plan Confirmation Hearing conducted before the Honorable Craig T. Goldblatt, U.S.B.J.; Confirmation Order entered confirming the Debtors' Joint Prepackaged Chapter 11 Plan (Bankr. Dkt. No. 165).
06/03/2026	—	—	Appellant first actually receives the Combined Hearing Notice at 22 Hanover Court, West Windsor, New Jersey — five days after confirmation and thirteen days after the objection deadline.
06/10/2026	Bankr. D. Del.	26-10593 (CTG)	Plan Effective Date: the confirmed Joint Prepackaged Chapter 11 Plan becomes effective; Reorganized Debtors emerge.
06/12/2026	Bankr. D. Del.	26-10593 (CTG)	Appellant files a timely Notice of Appeal (Bankr. Dkt. No. 170) and Motion for Stay Pending Appeal (Bankr. Dkt. No. 171), within the FRBP 8002(a)(1) window.
06/15/2026	Bankr. D. Del.	26-10593 (CTG)	Clerk's Notice of Appeal issued, transmitting the appellate record and serving all master parties (Bankr. Dkt. No. 175).
06/17/2026	U.S. Dist. Ct., D. Del.	1:26-cv-00692-MN	Bankruptcy appeal is docketed in the District Court and assigned to District Judge Maryellen Noreika; Magistrate Judge Christopher J. Burke enters an oral order directing the parties to submit a joint

Date	Venue / Forum	Matter / Docket No.	Event / Document Description
			letter by July 8, 2026 stating positions on mediation or proposing an appellate briefing schedule.
06/18/2026	Bankr. D. Del.	26-10593 (CTG)	Verita Global (claims agent) files a Supplemental Certificate of Service regarding statutory commencement and plan confirmation notices (Bankr. Dkt. No. 179).
06/23/2026	Bankr. D. Del.	26-10593 (CTG)	Reorganized Debtors file their formal opposition to Appellant's Motion for Stay Pending Appeal (Bankr. Dkt. No. 180).
06/26/2026	Bankr. D. Del.	26-10593 (CTG)	Bankruptcy Court enters an order denying Appellant's motion for stay pending appeal (Bankr. Dkt. No. 182).
06/28/2026	Bankr. D. Del.	26-10593 (CTG)	BNC Certificate of Mailing issued (Bankr. Dkt. No. 184) — the first document Appellant received through any physical delivery mechanism regarding the Debtors' objection, two days after the denial order was already final.
07/08/2026	U.S. Dist. Ct., D. Del.	1:26-cv-00692-MN	Deadline (4:00 p.m. EDT) for the parties to submit a joint letter stating positions on Magistrate Judge mediation, or alternatively to file a proposed appellate briefing schedule.
07/13/2026	N.J. App. Div.	A-002369-25	Deadline for filing and service of Appellant's Opening Brief and Appendix under the current state scheduling track.

Exhibit O

Corporate Assignment of Mortgage, dated February 12, 2026, from Rocket Mortgage, LLC (successor by merger to Nationstar Mortgage LLC) to IMPAC CMB Trust Series 2003-9F. Superior Court of New Jersey, Docket No. SWC-F-006108-24; Trans ID: CHC202664112.

Recording Requested By:
ROCKET MORTGAGE LLC

When Recorded Return To:

DOCUMENT ADMINISTRATION
ROCKET MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF MORTGAGE

Mercer, New Jersey
SELLER'S SERVICING # [redacted] **"NAIK"**

Date of Assignment: February 12th, 2026
Assignor: ROCKET MORTGAGE, LLC SUCCESSOR BY MERGER TO NATIONSTAR MORTGAGE LLC at 1050 WOODWARD AVE, DETROIT, MI 48226
Assignee: IMPAC CMB TRUST SERIES 2003-9F at 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705

Executed By: ASMA W. NAIK AND WASEEM NAIK To: PARADISE MORTGAGE SERVICE CORP., A NEW JERSEY CORPORATION
Date of Mortgage: 12/29/1997 Recorded: 01/31/1998 in Book/Reel/Liber: 04118 Page/Folio: 0095 as Instrument No.: RD 1998 003654 In the County of Mercer, State of New Jersey.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $178,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

ROCKET MORTGAGE, LLC SUCCESSOR BY MERGER TO NATIONSTAR MORTGAGE LLC
On February 12th, 2026

By: _____
TSEDALE ALEMU, Authorized Signatory

STATE OF Texas
COUNTY OF Dallas

On February 12th, 2026, before me, SYLVIA RAMIREZ, a Notary Public in and for Dallas in the State of Texas, personally appeared TSEDALE ALEMU , Authorized Signatory of ROCKET MORTGAGE, LLC, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

SYLVIA RAMIREZ
Notary Expires: 03/13/2027 #131921660

SYLVIA RAMIREZ
Notary Public, State of Texas
Comm. Expires 03-13-2027
Notary ID 131921660

(This area for notarial seal)

*PPA*PPANATT*02/12/2026 10:44:05 AM* NATT01NATT [redacted] NJMERCE1 [redacted] NJSTATE_MORT_ASSIGN_ASSN *ET1*ET1NATT*

Exhibit P-1

Form 10-K of IMH Assets Corp Impac CMB Trust Series 2003-9F for fiscal year 2003, filed March 30, 2004 (SEC CIK No. 0001257611; Accession No. 0001020242-04-000323), signed by Impac Funding Corporation as Master Servicer, including Exhibit 99.2, an Independent Accountant's Report by KPMG LLP naming "IMPAC CMB 2003-9F" among the securitizations for which Impac Funding Corporation's compliance as Master Servicer was examined.

Filing Detail

Form 424B5 - Prospectus [Rule 424(b)(5)]: **SEC Accession No.** 0000882377-03-001223

Filing Date
2003-07-30
Accepted
2003-07-30
16:01:54
Documents
1

Document Format Files

Seq	Description	Document	Type	Size
1	IMH ASSETS CORP.	d162700.txt	424B5	729677
	Complete submission text file	0000882377-03-001223.txt		731646

IMH ASSETS CORP (Filer) CIK: 0001017447 (see all company filings)

EIN.: **330705301** | State of Incorp.: **DE** | Fiscal Year End: **1231**
Type: **424B5** | Act: **33** | File No.: **333-103591** | Film No.: **03811592**
SIC: **6189** Asset-Backed Securities

Business Address
1401 DOVE STREET
SUITE 200
NEWPORT BEACH
CA
92660
9494753600

Mailing Address
20371 IRVINE AVENUE
SANTA ANA HEIGHTS
CA
92707

IMH ASSETS CORP IMPAC CMB TRUST SERIES 2003-9F (Serial) CIK: 0001257611 (see all company filings)

State of Incorp.: **DE** | Fiscal Year End: **1231**
Type: **424B5** | Act: **33** | File No.: **333-103591-05** | Film No.: **03811593**
SIC: **6189** Asset-Backed Securities

Business Address
1401 DOVE STREET
SUITE 200
NEWPORT BEACH
CA
92660

Mailing Address

Exhibit P-2

Excerpt (page 20) from Impac Mortgage Holdings, Inc.'s Annual Report (Form 10-K) for fiscal year ended December 31, 2022, filed March 16, 2023, containing the "Master Servicing" disclosure describing Impac Funding Corporation's continuing master-servicing obligations. SEC CIK No. 0001000298, Accession No. 0001558370-23-004051. Full filing available at https://www.sec.gov/Archives/edgar/data/1000298/000155837023004051/imh-20221231x10k.htm. Appellant requests judicial notice of this filing pursuant to Fed. R. Evid. 201(b)(2).

Table of Contents

For additional information regarding the long-term mortgage portfolio refer to Item 7. "Management's Discussion and Analysis of Financial Condition," and Note 6. "Securitized Mortgage Trusts" in the notes to the consolidated financial statements.

Master Servicing

Until 2007, we were retaining master servicing rights on substantially all of our non-conforming single-family residential and commercial mortgage acquisitions and originations that were sold through securitizations. Since 2008, we have not retained any additional master servicing rights, but have continued to be the master servicer of previously retained master servicing rights.

The function of a master servicer includes collecting loan payments from loan servicers and remitting loan payments, less master servicing fees receivable and other fees, to a trustee or other purchaser for each series of mortgage-backed securities or mortgages master serviced. In addition, as master servicer, we monitor compliance with the servicing guidelines and perform or contract with third parties to perform all functions not adequately performed by any loan servicer. The master servicer is also required to advance funds, or cause the loan servicers to advance funds, to cover principal and interest payments not received from borrowers depending on the status of their mortgages, but only to the extent that it is determined that such advances are recoverable either from the borrower or from the liquidation of the property.

Master servicing fees are generally 0.03% per annum on the unpaid principal balance of the mortgages serviced. As a master servicer, we also earn income or incur expense on principal and interest payments received from borrowers until those payments are remitted to the investors of those mortgages. Fees from the master servicing portfolio have declined significantly due to a decrease in principal balances since the end of 2008, which in turn affects the amount we earn on balances held in custodial accounts. At December 31, 2022, we were the master servicer for approximately 7,600 mortgages with an outstanding unpaid principal balance (UPB) of approximately $1.6 billion, of which $301.7 million of those loans were 60 or more days delinquent. At December 31, 2022, we were also the master servicer for unconsolidated securitizations (included in the total master servicing portfolio above) totaling approximately $138.3 million in unpaid principal balance, of which $68.6 million of those loans were 60 or more days delinquent. Fees earned from master servicing are separate from those earned from mortgage servicing which are generated from servicing rights generated from loans sold servicing retained from new originations since 2011.

As previously noted, during the first quarter of 2022 we sold the legacy securitization portfolio, however we will remain as the master servicer with respect to all of the securitizations until such time that the deals are collapsed, payoff or the master servicing rights are sold.

Real Estate Services

In 2008, we established our Real Estate Services segment to provide solutions to the distressed mortgage and real estate markets. We provide loss mitigation and real estate services primarily on our own long-term mortgage portfolio, including default surveillance, loan modification services, short sale services (where a lender agrees to take less than the balance owed from the borrower), REO surveillance and disposition services and monitoring, reconciling and reporting services for residential and multifamily mortgage portfolios. As noted above, in March 2022, we sold our residual interest certificates, and assigned certain optional termination and loan purchase rights which entails the entire legacy securitization portfolio within our long-term mortgage portfolio. As a result, it is our expectation that the real estate services fees, net generated from the long-term mortgage portfolio will decline in future periods as the securitizations are called or collapsed by the purchaser. In the second quarter of 2020, CCC was created to, among other activities, assist with managing mortgage loans held-for-sale, and provide origination and servicing solutions focusing on loss mitigation strategies, including

Exhibit Q

Notice of Motion to Substitute Party Plaintiff and to Amend the Metadata to Reflect the New Plaintiff, filed February 25, 2026 by Kory Ann Ferro, Esq. of Greenspoon Marder LLP. Superior Court of New Jersey, Docket No. SWC-F-006108-24; Trans ID: CHC202664112.

Kory Ann Ferro, Esq. (ID# 065932013)
Greenspoon Marder LLP
One Gateway Center, Suite 2600
Newark, New Jersey 07102
KoryAnn.Ferro@gmlaw.com
TEL.: (732) 456-8746
Attorneys for Plaintiff
23-002264-03/74731.0324

NATIONSTAR MORTGAGE LLC Plaintiff vs. ASMA W. NAIK AKA ASMA N. NAIK; WASEEM NAIK Defendants	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MERCER COUNTY DOCKET NO.: SWC-F-006108-24 Civil Action **ATTORNEY CERTIFICATION IN SUPPORT OF MOTION TO SUBSTITUTE PLAINTIFF and AMEND THE METADATA**

Kory Ann Ferro, Esq, of full age, by way of certification in accordance with Rule 1:4-4(b) does hereby certify and says that:

1. I am Senior Counsel with Greenspoon Marder LLP, attorneys for the Plaintiff's successor-in-interest. I am familiar with the proceedings and documents filed in this action and the facts set forth in this Certification. I am in charge of the prosecution thereof, am authorized to make this Certification, and hereby certify that the foregoing statements made by me are true.

2. I make this certification in support of the motion to substitute Plaintiff filed by Plaintiff's successor-in-interest, IMPAC CMB TRUST SERIES 2003-9F. I have personal knowledge of the facts stated herein based upon a review of records maintained by this office for the loan in question, and on my review of the Court's docket..

3. The mortgage being foreclosed herein has been assigned as follows:

a. By Assignment of Mortgage executed on December 29, 1997, from PARADISE MORTGAGE SERVICE CORP., A NEW JERSEY CORPORATION to ICI