

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN THE MATTER OF:

JOSHUA ADAM KAPLAN

Debtor.

)
) Case No. 25-48523-tjt
) Chapter 7
) Judge Thomas J. Tucker
)

_____/

CSC CAPITAL GROUP, LLC,

Plaintiff,

vs.

JOSHUA ADAM KAPLAN,

Defendant.

Adv Pro No.: 25-04237-tjt
Judge Thomas J. Tucker

STIPULATION FOR CONSENT JUDGMENT

Plaintiff, CSC Capital Group, LLC (“CSC”) and Defendant, Joshua Adam Kaplan (the “Debtor”) hereby stipulate to the entry of the Consent Judgment attached as Exhibit 1.

(signatures on next page)

KERR, RUSSELL AND WEBER, PLC

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By: /s/  9/23/2026
Joshua Adam Kaplan

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CONSENT JUDGMENT

Before the court is the *Stipulation for Entry of Consent Judgment* (the “Stipulation”) filed by the Plaintiff, CSC Capital Group, LLC (“CSC”) and Defendant, Joshua Adam Kaplan (the “Debtor” or “Kaplan”). The Court has reviewed the Stipulation, being fully apprised, and for good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. The Stipulation is approved.
2. Judgment is entered against the Debtor and in favor of CSC in the amount of \$500,000¹.

¹ Post judgment interest is waived.

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3. The Judgment is hereby non-dischargeable pursuant to 11 U.S.C. § 523.

4. Except to the extent necessary to establish the actual terms of the Consent Judgment, nothing herein will be admissible or used as evidence in any other proceeding, whether judicial, administrative, arbitral, or otherwise, involving Kaplan or his affiliated entities. Nothing in this Consent Judgment may be construed as an admission or finding of fact regarding the existence, validity, basis, or amount of any claim asserted by CSC against Kaplan in any forum by third parties.

5. As more fully set forth in the Forbearance Agreement executed by CSC and Kaplan, CSC shall forbear on any collection for the earlier of: (i) 18 months; from the entry of this Consent Judgment or (ii) when the combined adjusted gross income (CAGI) of Kaplan and Danielle Kaplan, as reported on their federal return(s) regardless of filing status, exceeds \$250,000 as set forth in a Forbearance Agreement.

6. The Bankruptcy Court shall retain jurisdiction to interpret and enforce this Agreement and the Consent Judgment, including any dispute regarding whether an Event of Default has occurred, or regarding the calculation of CAGI or of any installment payment, shall be determined by the Bankruptcy Court to the extent it will exercise jurisdiction. Notwithstanding the foregoing, the Bankruptcy

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Court shall not retain exclusive jurisdiction over any actions to collect or enforce the Judgment as provided in this Agreement, which actions may be brought in any forum of competent jurisdiction.

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