

The Order of the Court is stated below:

Dated: September 04, 2026
09:49:25 AM

/s/ THOMAS LOW
District Court Judge



PETER LATTIN (12152), and CHRISTOPHER D. GREULICH (18001) FOR: **HOWARD, LEWIS & PETERSEN, P.C.**

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Attorneys for Plaintiff

HLP File No. 37318-1

**IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH**

BKR TOYS, LLC, a Utah limited liability company;

BLAKE REYNOLDS, an individual; KIMBERLY REYNOLDS, an individual,

Plaintiffs,

v.

UTILITY POLE MASTERS, LLC, a

Delaware limited liability company; JONATHAN C. MATA, an individual; PAUL

CAMARENA, an individual; and DOES 1-50, inclusive,

Defendants.

DEFAULT JUDGMENT

Case No. 260402835

Judge Thomas Low

The Clerk having entered Defendant Utility Pole Master, LLC's ("UPM") default, and
the Court having reviewed Plaintiffs' Default Judgment, the supporting declarations attached

hereto, and the record, the Court makes the following Findings of Fact and Conclusions of Law:

FINDING OF FACTS

Pursuant to Utah R. Civ. P. Rule this action was commenced on June 19, 2026 by BKR Toys, LLC, Blake Reynolds, and Kimberly Reynolds against Defendant UPM, among others. On or about September 11, 2025, BKR and UPM entered into a Factoring and Security Agreement

whereby BKR agreed to provide factoring services and financing to UPM in exchange for the assignment of UPM's accounts receivable and related payment rights. Plaintiffs further allege that Blake Reynolds entered into a written employment agreement with UPM to serve as its Chief Executive Officer, Kimberly Reynolds entered into an oral employment agreement with UPM, and Blake and Kimberly Reynolds advanced funds, credit, and other value to UPM with the expectation of repayment.

Plaintiffs allege that they fully performed their obligations under the parties' agreements by providing factoring services, advancing funds, extending credit, and rendering employment services for UPM. Plaintiffs further allege that UPM materially breached its contractual obligations by failing to remit assigned accounts receivable, failing to pay amounts due under the Factoring Agreement, failing to pay Blake and Kimberly Reynolds earned wages and compensation, and failing to repay loans and advances made on UPM's behalf.

Plaintiffs further allege that, as a direct and proximate result of UPM's breaches, they have sustained damages including unpaid factoring obligations, reimbursable expenses, unpaid wages, unpaid loans, interest, attorney fees, and costs. The Complaint alleges that UPM is indebted to Plaintiffs in an amount of no less than \$539,343.23, exclusive of additional interest, attorney fees, and costs recoverable by contract or law.

UPM was properly served with the Summons and Complaint and failed to answer, appear, or otherwise defend within the time prescribed by the Utah Rules of Civil Procedure. Upon Plaintiffs' request, the Clerk entered UPM's default pursuant to Rule 55. UPM has failed to plead or otherwise defend this action and remains in default.

By virtue of UPM's default, the well-pleaded allegations of the Complaint are deemed admitted. Based upon those admitted allegations and the record before the Court, Plaintiffs are

entitled to entry of default judgment against Utility Pole Masters, LLC.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the parties and the subject matter of this action.
2. Service of process upon Defendant Utility Pole Masters, LLC was properly accomplished in accordance with the Utah Rules of Civil Procedure.
3. Defendant Utility Pole Masters, LLC's default was properly entered pursuant to Rule 55 of the Utah Rules of Civil Procedure.
4. By virtue of Defendant Utility Pole Masters, LLC's default, the well-pleaded allegations of the Complaint are deemed admitted.
5. Plaintiffs are entitled to judgment against Defendant Utility Pole Masters, LLC on the causes of action asserted against it in the Complaint and to recover those damages, attorney fees, costs, interest, and other relief established by the evidence and authorized by law.

ACCORDINGLY, THE COURT ORDERS THE FOLLOWING:

1. Default judgment is entered in favor of Plaintiffs and against Defendant Utility Pole Masters, LLC, as described below:
 - a. Judgment in favor of BKR Toys, LLC in the amount of \$359,424.99;
 - b. Judgment in favor of Blake Reynolds in the amount of \$443,461.55;
 - c. Judgment in favor of Kim Reynolds in the amount of \$36,665.14; and
 - d. Judgment in favor of both Blake Reynolds and Kim Reynolds in the amount of \$59,792.54.
2. Plaintiffs are awarded prejudgment interest, post-judgment interest, attorney fees, and taxable costs as allowed by law and the parties' agreement.

3. Plaintiffs shall have such further relief as specifically set forth herein and as the Court deems just and proper.

*****END OF ORDER – SIGNATURE APPEARS AT TOP OF FIRST PAGE*****