The Order of the Court is stated below:
Dated: November 18, 2026 09:00:20 AM **/s/** DEREK P PULLAN District Court Judge

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IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF UTAH, IN AND FOR THE COUNTY OF UTAH

PROVO DEPARTMENT

BAREX DAIRY, INC., a Utah Corporation, Plaintiff, vs. BRIAN BADDERS, an individual; STEPHANIE BADDERS, an individual; BADDERS & ASSOCIATES TRUCKING, LLC, a Utah limited liability company; JEREMY VORWALLER, an individual; EMERY CREEK FARMS, INC., an Idaho corporation, and DOES 1-20. Defendants.	**DEFAULT JUDGMENT** Case Number: 249402418 Judge: Derek P. Pullan

This matter came before the Court for a Pretrial hearing. The Court finding Defendants Jeremy Vorwaller and Emery Creek Farms, Inc. failed to appear or appoint counsel, ordered their answer stricken and a default enter against each party jointly and severally. The Court now having entered its *Order Entering Default Judgment Against Defendants Jeremy Vorwaller and Emery Creek Farms, Inc.*, it is hereby ORDERED, ADJUDGED, and DECREED that:

1. Defendants Jeremy Vorwaller and Emery Creek Farms (collectively, the "Defendants") are jointly and severally liable for Plaintiff's claims of failure to obtain replacement counsel and failure to appear at the November 2, 2026, Pretrial Conference despite having notice.

2. Default judgment for claimed damages on claims is hereby entered against the Defendants Jeremy Vorwaller and Emery Creek Farms, Inc. in favor of Plaintiff Barex Dairy, Inc., in the amount of $196,634.80.

3. Default judgment is hereby further entered against the Defendants Jeremy Vorwaller and Emery Creek Farms, Inc., in favor of Plaintiff, Barex Dairy, Inc. in the amount of pre-judgment interest beginning October 24, 2024, and continuing until the date of this judgment at the rate of 10.00% per annum, namely, $40,350.54, see U.C.A. § 15-1-1.

4. This default judgment is hereby augmented in the amount of $8,752.26, representing the reasonable attorney fees and costs incurred by Plaintiff in bringing and prosecuting this matter and as prayed for in the Complaint, including all reasonable pre-statement efforts to resolve the discovery issues.

5. The Defendants Jeremy Vorwaller and Emery Creek Farms, Inc. are therefore hereby ordered to pay Barex Dairy, Inc. $245,737.60, (i.e. $196,634.80 + $40,350.54 + $8,752.26), together with post-judgment interest accruing from the date of this judgment at the rate of 10.00% per annum.

6. This *Default Judgment* does not dispose of all claims or all parties to this action, as it resolves only the liability and claimed damages of the Defendants Jeremy

Vorwaller and Emery Creek Farms, Inc., on claimed damages, and attorney fees incurred in connection with this matter. However, the Court determines that there is no just reason for delay in entering this judgment against the herein described Defendant's, see Utah R. Civ. P. 54(b), and therefore enters judgment on these issues as pertaining to these Defendants.

---------- **END OF ORDER** ----------

(Signed by the Court as Indicated on the Top of the First Page)