

IN THE UTAH COURT OF APPEALS

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Ching-Ping Liao,)	MEMORANDUM DECISION
)	(Not For Official Publication)
Plaintiff and Appellant,)	
)	Case No. 20070934-CA
v.)	
)	
<u>Beth Quintana</u> ; Evergreen)	F I L E D
Products, Inc.; Frederick P.)	(October 30, 2008)
Ninow; Frederick G. Ninow; and)	
Does I-XX,)	2008 UT App 389
)	
Defendants and Appellee.)	

Third District, Salt Lake Department, 010911458
The Honorable Robert P. Faust

Attorneys: Donald L. Dalton, Salt Lake City, for Appellant
Beth Quintana, Salt Lake City, Appellee Pro Se

Before Judges Greenwood, Davis, and McHugh.

DAVIS, Judge:

Plaintiff Ching-Ping Liao appeals the district court's Order that granted Defendant Beth Quintana's Motion to Dismiss. We affirm.

Liao primarily argues that a six-year, not a four-year, statute of limitations applies to his claim against Quintana, citing to the statute of limitations for an action upon a written contract or obligation, see Utah Code Ann. § 78B-2-309(2) (Supp. 2008). He argues that because his action against Evergreen Products, Inc. (Evergreen) was for breach of the 1996 Share Purchase Agreement and because company assets were transferred to Quintana, his 2001 action against Quintana was timely. However, even assuming that Liao could reach the assets transferred to Quintana via his contract claim against Evergreen, there is no mention in Liao's complaint of the purchase agreement or any other written contract. Rather, Liao's stated claim against Evergreen is only that he made payments to Evergreen representatives, not including Quintana, that he understood to be loans that Evergreen would repay with interest. Thus, his action against the company falls under the four-year statute of

limitations applicable to a contract or obligation not in writing. See id. § 78B-2-307(1)(a). This statute of limitations begins to run "after the last charge is made or the last payment is received," id. § 78B-2-307(1), and thus, the time limitation would have begun to run sometime in 1996. Therefore, the 2001 filing was tardy and the action is barred by the statute of limitations.¹

Affirmed.²

James Z. Davis, Judge

WE CONCUR:

Pamela T. Greenwood,
Presiding Judge

Carolyn B. McHugh, Judge

¹There is some discussion by Liao of the three-year statute of limitations for actions against a corporate director, see Utah Code Ann. § 78B-2-306 (Supp. 2008). But there is nothing in Liao's complaint that would support a claim against Quintana for something she did in her capacity as a corporate director.

²Because we affirm the district court on this basis, we need not address the court's other justifications for dismissal.