

IN THE UTAH COURT OF APPEALS

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State of Utah,)	MEMORANDUM DECISION
)	(Not For Official Publication)
Plaintiff and Appellee,)	
)	Case No. 20060404-CA
v.)	
)	F I L E D
Bonnie Lee Reynolds,)	(August 30, 2007)
)	
Defendant and Appellant.)	2007 UT App 288

Fifth District, St. George Department, 051501179
The Honorable G. Rand Beacham

Attorneys: Margaret P. Lindsay, Orem, for Appellant
 Brock R. Belnap and Rachelle S. Ehlert, St. George,
 for Appellee

Before Judges Billings, McHugh, and Orme.

McHUGH, Judge:

Defendant Bonnie Lee Reynolds appeals her conviction for defrauding creditors, a class A misdemeanor. See Utah Code Ann. § 76-6-511 (2003).

A person defrauds her creditors if she "destroys, removes, conceals, encumbers, transfers, or otherwise deals with property subject to a security interest with a purpose to hinder enforcement of that interest." Id. Reynolds argues that the Porters did not have an enforceable security interest in her automobile, which, according to Reynolds, is a prerequisite to a conviction for defrauding creditors. Because Reynolds failed to preserve this argument below, we will not consider her claim "unless the trial court committed plain error." State v. Dean, 2004 UT 63, ¶13, 95 P.3d 276. Thus, Reynolds must establish that "(i) an error exists; (ii) the error should have been obvious to the trial court; and (iii) the error is harmful." Id. at ¶15 (quoting State v. Holgate, 2000 UT 74, ¶11, 10 P.3d 346). If Reynolds fails to show any one of these three elements, plain error is not established. See id.

The first prong of the plain error standard is not met here. Reynolds relies on the Uniform Commercial Code's (UCC) provision on enforceability of security interests, see Utah Code Ann. § 70A-9a-203(2) (Supp. 2007), in support of her claim that the Porters' repairman's lien over her automobile did not constitute an enforceable security interest. Under the UCC, "a security interest is enforceable against the debtor" only if (1) "value has been given;" (2) "the debtor has rights in the collateral;" and (3) either "the debtor has authenticated a security agreement that provides a description of the collateral" or "the collateral is not a certified security and is in the possession of the secured party . . . pursuant to the security agreement." Id. According to Reynolds, the absence of a security agreement renders the Porters' repairman's lien unenforceable against her, which precludes her conviction for defrauding creditors. We disagree.

The scope and application of the UCC is defined in Utah Code section 70A-9a-109. See id. § 70A-9a-109 (Supp. 2007). "Our objective in interpreting a statute is to effectuate legislative intent, and that intent is most readily ascertainable by looking to the plain language of the statute." State v. Carreno, 2006 UT 59, ¶11, 144 P.3d 1152. Furthermore, "[w]e read the plain language of the statute as a whole, and interpret its provisions in harmony with other statutes in the same chapter and related chapters." Id. (alteration in original) (quoting Board of Educ. v. Sandy City Corp., 2004 UT 37, ¶9, 94 P.3d 234). The plain language of section 70A-9a-109 states that the UCC's secured transactions chapter does not apply to "a lien, other than an agricultural lien, given by statute or other rule of law for services or materials." Utah Code Ann. § 70A-9a-109(4)(b).

A repairman's lien, such as the lien held by the Porters, is governed by Utah Code section 38-2-3. See id. § 38-2-3 (2005) ("Every person who shall . . . repair, or bestow labor upon, any article of personal property at the request of the owner . . . shall have a lien upon such article for the reasonable value of the labor performed and materials furnished and used . . . repairing the [article], and may retain possession thereof until the amount so due is paid . . ."). Because the Porters' repairman's lien is created by statute and secures services rendered, Utah Code section 70A-9a-109(4) expressly excludes the lien from the UCC's enforceability provisions. See id. § 70A-9a-109(4)(b). Therefore, the repairman's lien was valid and enforceable against Reynolds, despite the absence of a security

agreement. As such, no error occurred below, and Reynolds's plain error claim fails.

We affirm.

Carolyn B. McHugh, Judge

WE CONCUR:

Judith M. Billings, Judge

Gregory K. Orme, Judge