

IN THE
ARIZONA COURT OF APPEALS
DIVISION ONE

PANAGIOTA M. COSTARAS,
Plaintiff/Appellee,

v.

BASILIOS C. COSTARAS,
Defendant/Appellant.

No. 1 CA-CV 21-0401
FILED 5-10-2022

Appeal from the Superior Court in Maricopa County
No. CV2021-002643
The Honorable Susan G. White, Judge *Pro Tem*, Retired

VACATED AND REMANDED

COUNSEL

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By Marc Windtberg
Counsel for Plaintiff/Appellee

Denton Peterson Dunn, PLLC, Mesa
By Brad A. Denton, Samuel Damp
Counsel for Defendant/Appellant

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OPINION

Presiding Judge David D. Weinzweig delivered the opinion of the Court, in which Judge Brian Y. Furuya and Judge Jennifer M. Perkins joined.

WEINZWEIG, Judge:

¶1 A foreign judgment is enforceable in Arizona courts only if domesticated here within the four-year statute of limitations to enforce foreign judgments. *See* A.R.S. § 12-544(3). But a foreign “judgment for support” is exempt from this deadline. *Id.* At issue here is an itemized foreign judgment that contains both support and non-support awards. The superior court found the entire foreign judgment was exempt from the statute of limitations and always enforceable in Arizona. That was error because the plain language of Section 12-544(3) exempts only a judgment for support. We vacate and remand.

FACTS AND PROCEDURAL BACKGROUND

¶2 Former spouses Basilios (“Bill”) Costaras and Panagiota (“Pana”) Vasko were divorced by an Ohio court in 1999. Another Ohio court entered judgment for Pana in 2016, ordering Bill to pay Pana \$174,467.84, plus interest (“Ohio Judgment”). The Ohio Judgment itemized and apportioned thirty percent (\$53,899.60) to “spousal support arrearages,” with the remaining seventy percent (\$120,568.24) going to a “civil judgment,” costs and attorney fees.

¶3 Almost five years later, Pana domesticated the Ohio Judgment in Arizona. Bill had since relocated here, and Pana filed an application with the superior court to garnish his earnings. Bill sought a hearing and moved to set aside, in part, the Ohio Judgment that Pana sought to domesticate. Bill argued that seventy percent of the Ohio Judgment was unenforceable as time-barred under the limitations statute to enforce foreign judgments, leaving thirty percent for “spousal support arrearages” still enforceable.

¶4 The superior court denied Bill’s motion. It reasoned that Arizona law and court rules “require[d]” the court to accept the Ohio Judgment “as a single judgment,” adding it did not need to “tease apart” or “dissect” the Ohio Judgment because that “would undermine the

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principle of full faith and credit and the applicability of the [Uniform Enforcement of Foreign Judgments Act (UEFJA)].” And because the Ohio Judgment included a “judgment regarding spousal maintenance,” the court held the full judgment was “properly domesticated.”

¶5 Bill timely appealed. We have jurisdiction. See A.R.S. §§ 12-120.21, -2101(A)(2), (4).

DISCUSSION

¶6 Bill contends that much of the Ohio Judgment was unenforceable under Arizona’s statute of limitations to enforce foreign judgments. We review de novo an issue of statutory interpretation. *Schwarz v. City of Glendale*, 190 Ariz. 508, 510 (App. 1997). When interpreting a statute, we aim to discern the legislature’s intent behind the statute, which is most obvious from its plain and unambiguous language. *SolarCity Corp. v. Ariz. Dep’t of Rev.*, 243 Ariz. 477, 480, ¶ 8 (2018).

¶7 A foreign judgment is subject to full faith and credit in Arizona when it becomes final and enforceable in the state where rendered. *McDaniel v. Banes*, 249 Ariz. 497, 501, ¶ 15 (App. 2020). We measure the timeliness of an enforcement action under Arizona law, and we have interpreted Section 12-544(3) to require that foreign judgments be domesticated within four years after they “become[] enforceable.” *Id.* But Section 12-544(3) directs that a foreign “judgment for support” is not subject to the statute of limitation. Section 25-500(9) then defines “support” as “the provision of maintenance or subsistence,” including “arrearages, interest on arrearages, past support, [and] interest on past support.”

¶8 The Ohio Judgment contained awards for non-support and “spousal support arrearages,” but it distinguished between them. Still, the superior court held the full foreign judgment was enforceable “as a single judgment” under “the principle of full faith and credit” and the UEFJA. That was error because the plain language of Section 12-544(3) compels different treatment for foreign judgments of support and non-support. See also A.R.S. § 25-503(I) (“Each vested child support installment is enforceable as a final judgment by operation of law.”); A.R.S. § 25-503(M) (“Notwithstanding any other law, any judgment for support and for associated costs and attorney fees is exempt from renewal and enforceable until paid in full.”).

¶9 We are unpersuaded by the court’s alternative rationale. First, the superior court must apply Arizona’s statute of limitations for enforcing a foreign judgment. Neither the UEFJA nor the Full Faith and

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Credit Clause say or require otherwise. *Citibank (South Dakota), N.A. v. Phifer*, 181 Ariz. 5, 6 (App. 1994) (“Arizona courts have held that its own statute of limitations applies even if it bars the enforcement of a foreign judgment filed under the [UEFJA].”); *Eschenhagen v. Zika*, 144 Ariz. 213, 216 (App. 1985) (“Full Faith and Credit Clause does not compel the forum state to use another state’s limitations period.”). Arizona law controls.

¶10 The Ohio Judgment’s award of \$53,899.60 for “spousal support arrearages” represented a “judgment for support,” and was, therefore, not subject to the general four-year statute of limitations on foreign judgments. *See* A.R.S. § 12-544(3).

CONCLUSION

¶11 We affirm the superior court’s order as to the foreign judgment’s award of spousal support, but vacate and remand for the court to determine whether Pana domesticated the foreign judgment’s non-support awards within the four-year statute of limitations.



AMY M. WOOD • Clerk of the Court
FILED: AA