

DISTRICT OF COLUMBIA COURT OF APPEALS

Sturdza v. United Arab Emirates

11 A.3d 251 (D.C. 2011) · Decided January 6, 2011

SUMMARY

The District of Columbia Court of Appeals answered a certified question concerning whether an architect unlicensed in the District could recover under contract or quantum meruit for architectural services performed there. The court held that District law generally bars recovery when the architect lacked a District license while negotiating or entering into the contract or performing the services, even if licensed elsewhere. The court also held that neither international design competitions nor services for foreign embassies created an exception, while recognizing a former statutory exception requiring licensure before performance.

CASE DETAILS

COURT	District of Columbia Court of Appeals
WRITING FOR THE COURT	Glickman, Associate Judge; Belson; Glickman; Ruiz
JURISDICTION	District of Columbia
DECIDED	January 6, 2011
DISPOSITION	other
PROCEDURAL POSTURE	The United States Court of Appeals for the District of Columbia Circuit certified a question of District of Columbia law concerning whether an architect licensed in another jurisdiction could recover on contract or in quantum meruit for architectural services performed in the District without a District of Columbia license.
STANDARD OF REVIEW	The opinion answers a certified question of law; the underlying district court judgment was summary judgment, reviewed de novo by the certifying court.
PRECEDENTIAL VALUE	published and precedential
PARTIES	Elena Sturdza v. United Arab Emirates, Vasilios Demetriou, Personal Representative of the Estate of Angelos C. Demetriou

TOPICS

- contracts
- quantum meruit
- statutory interpretation
- appellate procedure
- construction law

PRACTICE AREAS

contracts

statutory interpretation

construction law

appellate procedure

consumer protection

QUESTIONS PRESENTED

1. Whether District of Columbia law bars an architect from recovering on a contract to perform architectural services in the District when the architect lacked a District of Columbia license while negotiating or entering into the contract.
2. Whether District of Columbia law bars an architect from recovering in quantum meruit for architectural services rendered in the District while unlicensed there.
3. Whether the former statutory exception for architects licensed in another jurisdiction permitted Sturdza to recover despite her lack of a District of Columbia license.
4. Whether international design competitions, bids for foreign embassies, or federal laws governing foreign missions exempt architectural services from the District's licensing requirement.

HOLDINGS

1. District of Columbia law bars an architect from recovering on a contract to perform architectural services in the District or in quantum meruit for architectural services rendered there if the architect lacked a District of Columbia architect's license when negotiating the contract, entering into it, or performing the services, even if licensed in another jurisdiction.
2. The former D.C. Code § 2-262(6) exception allowed an architect licensed elsewhere to negotiate and enter into a District architectural-services contract without being subject to the recovery bar only if the architect obtained a District license before performing any services. Because Sturdza substantially performed services before obtaining a District license, she could not invoke the exception.
3. There is no exception to the District's architectural licensing requirement for international design competitions, submission of bids, services for foreign embassies, public buildings, or monuments. Federal laws concerning foreign missions and the International Center did not preempt or displace the District licensing requirement.

KEY QUOTATIONS

"We respond affirmatively: subject to immaterial exceptions, District of Columbia law bars an architect from recovering on a contract to perform architectural services in the District or in quantum meruit for architectural services rendered in the District, if the architect lacked a District of Columbia architect's license when he or she negotiated or entered into the contract or when he or she performed the architectural services, even if the architect was licensed to practice architecture in another jurisdiction at such times." (at 252)

"The licensing requirement for the practice of architecture in the District is categorical." (at 256)

"There is no exception for international design competitions or the submission of bids to perform architectural services for foreign embassies (or public buildings or monuments) in the District." (at 258)

FACTUAL BACKGROUND

In 1993, Elena Sturdza, an architect licensed in Maryland and Texas but not the District of Columbia, won a UAE competition to design a new embassy and chancery in Washington, D.C. Over approximately two years, she and the UAE exchanged contract proposals, and Sturdza modified her design and performed technical work at the UAE's request while deferring billing until a contract was executed. The UAE never signed the proposed agreement and later submitted a different design prepared by a District of Columbia architect.

PROCEDURAL HISTORY

Sturdza entered an architectural design competition for a UAE embassy, was informed that she had won, negotiated with the UAE, and performed design-related work while licensed in Maryland and Texas but not the District of Columbia. The UAE never signed the proposed contract and later used a different architect's design. Sturdza sued in the United States District Court for the District of Columbia for breach of contract and quantum meruit, but the district court granted summary judgment to the UAE. The D.C. Circuit certified the licensing question to the District of Columbia Court of Appeals.

DISPOSITION

other

REMAND INSTRUCTIONS

The Clerk was directed under D.C. Code § 11-723(g) to transmit the opinion to the United States Court of Appeals for the District of Columbia Circuit and to the parties.

CASES CITED

- Sturdza v. United Arab Emirates, 281 F.3d 1287, 1291-1303 (D.C. Cir. 2002)
- Dunn v. Finlayson, 104 A.2d 830, 832 (D.C. 1954)
- RDP Dev. Corp. v. Schwartz, 657 A.2d 301, 307 (D.C. 1995)
- Truitt v. Miller, 407 A.2d 1073, 1079 (D.C. 1979)
- Saul v. Rowan Heating & Air Conditioning, Inc., 623 A.2d 619, 621 (D.C. 1993)
- Cevern, Inc. v. Ferbish, 666 A.2d 17, 20, 22 (D.C. 1995)
- Remsen Partners, Ltd. v. Stephen A. Goldberg Co., 755 A.2d 412 (D.C. 2000)
- Holiday Homes, Inc. v. Briley, 122 A.2d 229, 230-232 (D.C. 1956)