

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

ELENA STURDZA,

Plaintiff,

v.

UNITED ARAB EMIRATES, et al.,

Defendants.

Civil Action 98-02051 (HHK)

ORDER

Pursuant to a second remand from the Court of Appeals for the District of Columbia, this court was charged with the task of “giv[ing] Ms. Sturdza notice and an opportunity to be heard on the question whether it should appoint a guardian ad litem.” *See Sturdza v. United Arab Emirates*, 562 F.3d 1186, 1189 (D.C. Cir. April 10, 2009). After giving Ms. Sturdza notice and an opportunity to be heard, this court granted the motion for appointment of a guardian ad litem on May 27, 2009. In a memorandum docketed today, the court sets forth the rationale for its decision.

In order to effectuate this order, the court has sought to identify an individual who would be able to consult with counsel and to determine on behalf of Ms. Sturdza the actions to be taken in this case. The court expects that the guardian ad litem will assist plaintiff’s counsel with prosecuting this case in Ms. Sturdza’s best interests, including, for example, determining how to

proceed with the matter currently before the District of Columbia Court of Appeals.¹

Accordingly, it is this 23rd day of July 2009, hereby

ORDERED that Mr. Martin Baach shall be appointed as the guardian ad litem for plaintiff Elena Sturdza; and it is further

ORDERED that, in accordance with the court's "continuing obligation to supervise the guardian ad litem's work," *see Neilson v. Colgate-Palmolive Co.*, 199 F.3d 642, 652 (2nd Cir.1999), Mr. Baach shall be required to make periodic reports to the court detailing the progress of the above-captioned case; and it is further

ORDERED that Mr. Baach shall maintain a record of his time and expenses resulting from his service as a guardian in this case

Henry H. Kennedy, Jr.
United States District Judge

¹ The Court of Appeals for the District of Columbia has certified the following question to the D.C. Court of Appeals in 2002:

Under District of Columbia law, is an architect barred from recovering on a contract to perform architectural services in the District or in quantum meruit for architectural services rendered in the District because the architect began negotiating for the contract, entered into the contract, and/or performed such services while licensed to practice architecture in another jurisdiction, but not in the District?

See Sturdza v. United Arab Emirates, 281 F.3d 1287, 1303 (D.C. Cir. 2002).