

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CARDNO ME LIMITED

Petitioner,

v.

CENTRAL BANK OF IRAQ,

Respondent.

Case No. 26-cv-52

Oral Argument Requested

PETITION TO RECOGNIZE AND ENFORCE ARBITRAL AWARD

Petitioner, Cardno ME Limited (“CME”), brings this action for confirmation, recognition and enforcement of an arbitral award of \$11,390,028, plus interest rendered in Paris, France, on February 26, 2023 (the “Award”) against the Central Bank of Iraq (the “CBI”) in International Chamber of Commerce (“ICC”) Case No. 26290/AYZ/ELU following arbitration proceedings arising under a Consultancy Agreement dated May 8, 2016 between the CBI and CME (the “Consultancy Agreement”) and conducted in accordance with the ICC Rules of Arbitration (“ICC Rules”).

Pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (the “New York Convention”) 21 U.S.T. 2517, T.I.A.S. No. 6997, 330 U.N.T.S. 38 and its implementing legislation, the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 201-208, CME respectfully requests that this Court: (1) enter an order confirming and recognizing the Award, and (2) entering a judgment against the CBI and in CME’s favor in the amount of \$11,390,028 plus interest.

The Petition is supported by an accompanying memorandum of law and the Declaration of Jason W. Myatt dated January 5, 2026 (“Myatt Declaration”). A certified copy of the Award is

attached as Exhibit 1 to the Myatt Declaration. A certified copy of the Consultancy Agreement upon which the Arbitration was based is attached as Exhibit 2 to the Myatt Declaration.

Parties

1. Petitioner CME is a multidisciplinary construction management and engineering consulting firm that provides services such as project planning, risk management, program management, construction management, cost management and contractual support. CME is incorporated under the laws of the United Arab Emirates, with its registered office at Incubator Building, Masdar City, P.O. Box 145530, Abu Dhabi, U.A.E. Myatt Decl. Ex. 1 (“Award”), ¶¶ 1, 12.

2. The CBI is the central bank of Iraq, wholly owned by Iraq, and incorporated in Iraq with a registered address at Al Rasheed Street, Baghdad, Iraq. Myatt Decl. Ex. 3 (Central Bank Law as amended in 2017), Art. 1(1) (“The capital of the [CBI] shall be...owned completely by the state”); Award, ¶¶ 5-6. The CBI is an instrumentality of a foreign state within the meaning of the Foreign Sovereign Immunities Act (“FSIA”), 28 U.S.C. § 1330(b). The Second Circuit has confirmed that the CBI is “analogous to the Federal Reserve in the United States” and “therefore [an] agency or instrumentality of a foreign state under 28 U.S.C. § 1603) (cleaned up)). *Commercial Bank of Kuwait v. Rafidain Bank*, 15 F.3d. 238, 239 (2d Cir. 1994) (finding no sovereign immunity and no excuse for the CBI’s default).

Jurisdiction and Venue

3. CME brings this summary proceeding under Chapter 2 of the FAA, 9 U.S.C. §§ 201 *et seq.*, and Article III of the New York Convention, 21 U.S.T. 2517, T.I.A.S. No. 6997, 330 U.N.T.S. 38, to recognize and enforce the Award.

4. The Award falls within the scope of the New York Convention because: (1) there is a written arbitration agreement between the parties; (2) the arbitration was seated in Paris, France, and France is a signatory of the New York Convention; (3) the subject matter of the agreement is commercial; and (4) the agreement is not entirely domestic (U.S.) in scope. *Huaxintong Int'l Inv. Mgmt Ltd. v. Hongkun USA Inv. Ltd.*, 2025 WL 2178212 at *3 (S.D.N.Y. Aug. 1, 2025) (quoting *Dumitru v. Princess Cruise Lines, Ltd.*, 732 F. Supp. 2d 328, 335 (S.D.N.Y. 2010)). An action within the New York Convention's scope is "deemed to arise under the laws and treaties of the United States." 9 U.S.C. § 203.

5. Venue is proper in this district because a civil action against agencies or instrumentalities of foreign states may be brought in "any judicial district in which the agency or instrumentality is licensed to do business or is doing business." 28 U.S.C. § 1391(f)(3). An entity does business in a district where it engages in "substantial activity of a commercial nature" in this district that is "more than an isolated instance." *Corporacion Mexicana De Mantenimiento Integral, S. De R.L. De C.V. v. Pemex-Exploracion y Produccion*, 832 F. 3d 92, 118 (2d Cir. 2016) (Winter, J., concurring).

6. The CBI engages in substantial and continuous commercial banking activity in this district through, among other things, its regular and deliberate use of its account at the Federal Reserve Bank of New York for the receipt of proceeds of commercial transactions, including the sale of Iraqi oil. Beginning in 2003, the CBI managed bank accounts in the Federal Reserve Bank of New York belonging to the Development Fund of Iraq ("DFI") in which proceeds from commercial activities, such as "export sales of petroleum, petroleum products and natural gas from Iraq" were deposited. Myatt Decl. Ex. 4, p. 4. In May 2014, the DFI's funds were transferred directly into the CBI's account in the Federal Reserve Bank of New York, and a second account,

also managed by CBI, was opened in New York “to deposit oil shipments, reclaimed funds, and frozen assets.” Myatt Decl. Ex. 5, p. 56. The CBI manages those New York-based accounts on a daily basis. In addition, in 2024, the CBI reportedly invested 2,456 billion Iraqi dinars (approximately \$1.87 billion) in the Federal Reserve Bank of New York. Myatt Decl. Ex. 5, p. 44. In 2023, it invested 6,095 billion Iraqi dinars (\$4.6 billion). Myatt Decl. Ex. 5, p. 44.

7. This Court has personal jurisdiction over the CBI as an agency or instrumentality of Iraq under 28 U.S.C. § 1330(b), which confers “[p]ersonal jurisdiction over a foreign state” and any “agency or instrumentality” thereof “as to every claim for relief” for which the foreign state does not enjoy sovereign immunity under 28 U.S.C. §§ 1605-1607, and over which the Court has subject matter jurisdiction. 28 U.S.C. § 1330(a)-(b); 28 U.S.C. § 1603(a)-(b).

8. The CBI is not immune from the jurisdiction of this Court for purposes of this Petition because the FSIA denies immunity to foreign states or their instrumentalities, as defined in 28 U.S.C. § 1603(a), in actions to confirm arbitral awards governed by the New York Convention. Specifically, the FSIA provides that a foreign state (or its instrumentality) is not immune to jurisdiction in a suit:

either to enforce an agreement made by the foreign state with or for the benefit of a private party...or to confirm an award made pursuant to [] an agreement to arbitrate, if...the agreement or award is or may be governed by a treaty or other international agreement in force in the United States calling for the recognition and enforcement of arbitral awards.

U.S.C. § 1605(a)(6). The Award falls under the New York Convention. *See* 9 U.S.C. § 201.

9. In addition, by agreeing to arbitration under the ICC Rules, the CBI waived its sovereign immunity. The applicable ICC Rules provide, at Article 35(6), that:

Every award shall be binding on the parties. By submitting the dispute to arbitration under the [ICC] Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Myatt Decl. Ex. 6, Art. 35(6).

10. Whenever an exception to immunity under the FSIA applies, “jurisdiction usually follows” because its jurisdictional provision, 28 U.S.C. § 1330, “pegs both subject-matter and personal jurisdiction to the exceptions.” *CC/Devas (Mauritius) Ltd. v. Antrix Corp. Ltd.*, 145 S. Ct. 1572, 1578 (2025).

11. Personal jurisdiction exists under the FSIA when “an immunity exception applies and service is proper” and “nothing in the text [] requires a minimum-contacts analysis.” *Id.* at 1580, 1582. Because the award-enforcement exception, 28 U.S.C. § 1605(a)(6), applies here, this Court has personal jurisdiction over the CBI.

12. The CBI regularly does business in this district, including under the Consultancy Agreement upon which the Award is based. The Consultancy Agreement provides for payments in U.S. dollars, which were purposefully routed through New York correspondent banks before reaching CME. Myatt Decl. Ex. 2, § 5.3.1, Appx. 3; *see also* Myatt Decl. Ex. 7. This conduct was deliberate and repeated. The CBI used New York correspondent accounts to pay 32 invoices over 32 months.

13. Moreover, as noted above, the CBI itself has regular, repeat contact with New York, including daily management of funds at the Federal Reserve Bank of New York, and quarterly meetings with the U.S. Federal Reserve Bank and U.S. Treasury Department, often held in New York. Myatt Decl. Ex. 8 (describing an August 2024 meeting in New York).

14. Thus, jurisdiction and venue in this Court are reasonable in this case.

The Underlying Dispute

A. The Parties’ Consultancy Agreement

15. On May 8, 2016, the CBI and CME entered into the Consultancy Agreement pursuant to which CME was the “Lead Consultant” and provided project management services in

connection with the construction of the CBI's new headquarters in Baghdad. Myatt Decl. Ex. 2; Award, ¶ 14.

16. The Consultancy Agreement made explicit that the CBI “shall pay [CME] the amounts due to [CME]...30 days from the date of [the CBI's] receipt of the consultant invoice,” with the CBI not permitted to “withhold any payment of any fee properly due to [CME] without giving [CME] notice of [its] intention to withhold payment, with reasons, no later than four days prior to the final date for payment.” Myatt Decl. Ex. 2, §§ 5.2.1-5.2.2. Where the CBI sought to contest any of CME's invoices, it was required to “give a notice of [its] intention to withhold payment with reasons” and could not “delay payment on the remainder of the invoice.” *Id.*, § 5.5.1.

17. As part of its contractual obligations, CME provided a performance bond to the CBI in the amount of \$1,666,000—representing 5% of the value of the total amount of the Consultancy Agreement—through a back-to-back guarantee issued from the Emirates NBD Bank to an Iraqi State entity licensed by the CBI, the Trade Bank of Iraq (“TBI”), and then from the TBI to the CBI (the “Performance Bond”). Myatt Dec. Ex. 2, §§ 5.1.5, 5.8.1; Award, ¶¶ 391, 400. The Performance Bond was required to be released “after completion of all [CME's] services.” Myatt Decl. Ex. 2, § 5.1.5.

B. The Parties' Arbitration Agreement

18. The Parties agreed that “[i]f any dispute ar[ose] out of or in connection with th[e] [Consultancy] Agreement,” it would trigger a three-tiered dispute resolution mechanism. Myatt Decl. Ex. 2 § 8.1.1. First, the parties' representatives were obligated to “within 14 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.” *Id.*, § 8.1.1. Second, “[i]f the dispute [wa]s not resolved at that meeting,” the parties were required to “settle it by mediation.” *Id.*, § 8.1.1. Finally, where mediation failed, the dispute would proceed to arbitration “undertaken under the Rules of Arbitration of the International Chamber of

Commerce by one or more arbitrators appointed in accordance with the said Rules.” Myatt Decl., Ex. 2 §§ 8.2.7, 8.3.2.

19. The parties agreed that “the venue of arbitration shall be at the International Court of Arbitration located in Paris-France” but that agreement was only reflected in the Arabic version of the Consultancy Agreement. Award, ¶ 188.

C. The CBI’s Breaches of the Consultancy Agreement and Iraq’s Illegal Detention of CBI’s Employees

20. Over the course of the party’s contract, the CBI paid 32 of CME’s invoices, which together amounted to \$21,898,474. Award, n. 148. As required by the Consultancy Agreement, each of those 32 invoices was paid by the CBI in U.S. dollars through payments routed through New York. Specifically, the Parties’ course of conduct was as follows: (1) CME would submit an invoice with a covering letter to the CBI; (2) once approved, the CBI would send a letter to the TBI asking it to release the amount; (3) then the TBI would inform JP Morgan in New York to make the payment and JP Morgan in New York would, in turn, credit Emirates NBD’s (a UAE bank) account at Citibank New York; and (4) once the funds were with Emirates NBD NY, it would make the payment into CME’s account at Emirates NBD Dubai. Myatt Decl., ¶ 9, Ex. 7.

21. In September 2020, the CBI abruptly stopped paying CME’s invoices. From September 2020 to March 2021, CME issued seven invoices totaling \$5,847,530. Award, ¶¶ 296, 316, n. 148. Between January and April 2021, CME made numerous requests that the CBI pay the invoices. *Id.* ¶ 288. The CBI did not provide any specific reason for its failure to pay CME’s invoices within the contractually agreed period of 30 days from their respective receipt. Award, ¶¶ 319-22.

22. On March 7, 2021, CME notified the CBI that it would be forced to demobilize because of the CBI’s failure to pay CME’s invoices. Award, ¶ 349.

23. However, CME suspended its demobilization until April 8, 2021 because the CBI agreed to the first step in the dispute resolution process, a meeting with CME on April 7, 2021 to discuss the outstanding invoices. Award, ¶ 350.

24. Upon their arrival at the April 7, 2021 meeting, CME's director Robert Pether and project manager Khaled Radwan were unlawfully arrested and told to drop CME's payment claims and to continue the project. Award, ¶ 351. In 2022, the United Nations Working Group on Arbitrary Detention found that his imprisonment was "arbitrary and in contravention of international law". Myatt Decl. Ex. 9 at 3. Just months ago, after being illegally detained for over four years, Messrs. Pether and Radwan finally were conditionally released from prison, reportedly only due to Mr. Pether's ill health, but they still have not been permitted to leave Iraq. Myatt Decl. Ex. 9 at 1, 4.

25. As a result of the CBI's actions, CME was forced to demobilize the project on April 8, 2021, and suffered damages resulting from actual losses and loss of profits resulting from the suspension of the project before its completion. Award, ¶ 378.

D. The Arbitration Proceedings and the CBI's Unauthorized Belated Submissions

26. As a result of the CBI's actions, CME submitted a Request for Arbitration to the ICC on June 2, 2021, which the ICC notified to the CBI on June 14, 2021. Award ¶¶ 21, 23.

27. On August 5, 2021, the ICC's International Court of Arbitration ("ICC Court") fixed Paris, France as the place of arbitration. Award, ¶ 190.

28. On August 19, 2021, the ICC Court appointed Bassam Mirza as sole arbitrator (the "Arbitrator"), thus constituting the tribunal. Award ¶¶ 11, 30.

29. Despite having been duly notified of the proceedings, and the Arbitrator's repeat invitations for it to participate, the CBI elected not to participate in the proceedings. Award, ¶ 150.

30. During the pendency of the Arbitration, on September 20, 2021, CME was notified that the CBI had made a call on its Performance Bond on the alleged basis of CME failing to perform its obligations under the Consultancy Agreement. Award, ¶ 392.

31. CME successfully applied to the courts in Dubai, which issued an attachment order on October 4, 2022 preventing payment of the Performance Bond, but incurred costs in relation to obtaining that relief. CME sought to recuperate those costs in the arbitration. Award, ¶ 393.

32. The Arbitrator conducted an in-person hearing in Paris, France on September 8, 2022. Award, ¶ 116. The CBI was duly notified but again chose not to participate. Award, ¶¶ 114, 116.

33. On December 13, 2022, the Arbitrator declared the arbitration proceedings closed in accordance with Article 27 of the ICC Rules. Award, ¶ 138.

34. On December 16, 2022, the Arbitrator sent his draft Final Award to the ICC for scrutiny. Award, ¶ 139.

35. On December 19, 2022, the ICC informed the parties of its receipt of the draft Award for scrutiny. *Id.*

36. Pursuant to Article 27 of the ICC Rules, “[a]fter the proceedings are closed, no further submission or argument may be made, or evidence produced, with respect to the matters to be decided in the award, unless requested or authorized by the arbitral tribunal.” Award, ¶ 150 (reproducing Article 27 of the ICC Rules).

37. After having chosen not to participate in the arbitration, on January 1, 2023, the CBI made an unauthorized submission including evidence that it had not sought the Arbitrator’s permission to adduce. Award, ¶ 176. On January 10, 2023, Clearly Gottlieb Steen & Hamilton LLP appeared as counsel for the CBI in the arbitration. Award, ¶ 147.

38. After inviting and receiving submissions from both sides and relying on his powers under Article 27 of the ICC Rules, by Procedural Order No. 4 dated January 18, 2023, the Arbitrator excluded the CBI's submission, finding that the CBI's "lack of participation during the normal course of the[] proceedings despite being constantly invited to participate" meant that "granting [the CBI's] request to make submissions of fact and law after the closing of the proceedings would have the effect of starting the evidential process anew for no justified reason." Award, ¶ 150; *see also* Myatt Decl. Ex. 6, Art. 27.

39. The ICC Court scrutinized the Award and approved it on February 17, 2023. Award, ¶ 168.

40. On February 26, 2023, the Arbitrator rendered the 93-page final Award, which the ICC notified to the parties on February 27, 2023. Myatt Decl. Exs. 1, 10.

E. The Award

41. The Arbitrator first found that he had jurisdiction and that CME's claims were admissible. In taking those decisions, the Arbitrator ensured that the CBI had been notified of all steps in the arbitration (Award, ¶ 150) and found that the pre-arbitral step of mediation was rendered futile as a result of the CBI's actions, including its arrest of CME's officers during the pre-arbitral negotiation stage and the CBI's failure to reply to CME's mediation notice. Award, ¶¶ 281-83.

42. Turning to the merits, the Arbitrator found that:

- a. The CBI breached its payment obligations by refusing to pay six invoices from CME within 30 days of receiving them and ordered the CBI to pay the outstanding balance of \$5,847,530. Award, ¶¶ 317, 323.

- b. CME lawfully demobilized after the CBI's non-payment and wrongful arrest of CME personnel, rendering CME's performance impossible and awarded CME damages of \$4,342,924.15 to compensate CME for its lost revenue between April 2021 and the end of the contractual period. Award, ¶¶ 352-55, 378.
- c. The CBI improperly called the Performance Bond and thus was responsible for the legal costs incurred by CME in opposing the CBI's call on that Bond. The Arbitrator awarded CME \$14,506 for those costs and ordered the CBI to take the necessary steps to release the related guarantees.¹ Award, ¶¶ 413-17.
- d. As the successful party in the arbitration CME was awarded \$230,000 in arbitration costs, \$7,304 in related VAT, and its legal and other costs of \$947,763.56. Award, ¶¶ 441-42.

43. The Arbitrator held that both the unpaid invoices and the damages were to accrue interest at the rate of 5% per annum running from June 2, 2021 until full payment and CME's costs regarding the Performance Bond would bear interest at the rate of 5% per annum, running from January 6, 2022 until payment in full. Award, ¶ 445. The Arbitrator denied CME's request for interest on costs. Award, ¶ 445(13).

F. The CBI's Failed Challenge to the Award

44. On March 17, 2023, the CBI applied to the Cour d'Appel de Paris ("Paris Court of Appeal"), located at the arbitral seat, to vacate the Award. Myatt Decl. Ex. 11, ¶ 6.

¹ CME does not seek enforcement of this portion of the order because, after the exhaustion of all possible avenues of appeal, the UAE courts ordered the release of the bank guarantee in May 2025.

45. On November 9, 2023, the Paris Court of Appeal granted *exequatur* of the Award, rendering it enforceable, and ordered the CBI to pay CME's legal costs and its incidental costs of EUR 8,000. Myatt Decl. Ex. 11, ¶ 7.

46. On January 21, 2025, the Paris Court of Appeal rejected the CBI's attempt to vacate the Award. Myatt Decl. Ex. 11. The main bases of the CBI's unsuccessful vacatur request were its allegations that: (a) the Award violates public policy because of material fraud in relation to the parties' entry into the Consultancy Agreement because the CBI did not understand that CME was not related to certain other companies; (b) the Award violates the "adversarial principle" because the Arbitrator did not accept the CBI's belated submissions; (c) the Arbitrator did not comply with his mission; and (d) the Arbitrator was not impartial, because he favored CME. The Paris Court of Appeal rejected each of those grounds, finding the first basis untimely and waived by the CBI by choosing not to participate in the arbitration, upheld the Award and directed the CBI to pay CME's legal costs and incidental costs of €200,000. Myatt Decl. Ex. 11, § IV. Notably, the Paris Court of Appeal also found the CBI's allegation that acts by CME are offenses under Iraqi law were irrelevant because: (i) there were no allegations that the Consultancy Agreement was obtained through the corruption of public officials, (ii) the CBI's allegations regarding the misappropriation of public funds by CME relates to the CBI's performance of a contract relating to the management of the CBI's own assets, *i.e.*, in the administration of its *private* interests and not in the performance of the *public* interest, and (iii) there was no allegation that misappropriation was carried out by a public official for his own personal gain. Myatt Decl. Ex. 11, ¶ 30.

47. On December 23, 2025, the CBI filed an appeal of the Paris Court of Appeal's decision. Under French law, specifically Article 1526 of the French Code of Civil Procedure, the filing of the appeal has no effect on the enforceability of the Award. Myatt Decl. Ex. 12.

G. Other Courts' In New York Convention Jurisdictions Have Recognized and Enforced The Award

48. The CBI's refusal to pay its obligations has forced CME to pursue recognition and enforcement actions. Myatt Decl. Ex. 13, Myatt Decl. ¶ 18. In addition to Paris, CME has obtained recognition of the Award in the Netherlands, and two other jurisdictions.

49. In a July 16, 2024 decision, the Amsterdam Court of Appeal recognized and enforced the Award over the CBI's objections, which mirrored those it made before the Paris Court of Appeal. The Amsterdam Court of Appeal refused to grant a stay of enforcement of its judgment pending set-aside proceedings in Paris (which had not yet been decided at the time of the request) and ordered the CBI to bear the costs of the proceedings. Myatt Decl. Ex. 14, § 4.

H. The CBI Has Not Paid the Award or the Costs Orders Made Against It

50. CME has demanded payment of the Award from the CBI. For example, on May 15, 2025, CME wrote to the CBI's counsel demanding payment of \$13,516,005.25 as of May 15, 2025 pursuant to the Award and the Paris Court of Appeal's Judgment, and €203,844.66 in costs assessed by the Paris Court of Appeal. Myatt Decl., Ex. 13.

51. The CBI has not paid Petitioner any portion of the Award or the costs ordered by enforcement courts, nor has it expressed any intention to pay the amounts due under the Award despite it being upheld at the place of arbitration and recognized in other New York Convention jurisdictions. Myatt Decl. ¶ 18.

Legal Basis For Relief

52. CME incorporates each and every allegation in the preceding paragraphs as if set forth fully herein.

53. The United States and France, where the Award was made, are contracting parties to the New York Convention. *See* New York Arbitration Convention, Contracting States,

<http://www.newyorkconvention.org/countries> (last accessed September 1, 2025).² As such, the United States “shall recognize arbitral awards as binding and enforce them in accordance with [its] rules of procedure.” New York Convention, Art. III.

54. The arbitration agreement falls within the scope of the New York Convention because: (1) there is a written arbitration agreement between the parties; (2) the arbitration was seated in Paris, France, and France is a signatory of the New York Convention; (3) the subject matter of the Consultancy Agreement is commercial; and (4) it is not domestic in nature because it is contained in an agreement that involves performance outside of the United States and that is not between U.S. citizens.

55. Article IV of the New York Convention provides that a party applying for recognition and enforcement of an award, such as Petitioner here, “shall, at the time of the application, supply: (a) [t]he duly authenticated original award or a duly certified copy thereof; [and] (b) [t]he original agreement [to arbitrate] referred to in article II or a duly certified copy thereof.” A duly certified copy of the Award is submitted herewith as Myatt Decl. Exhibit 1, and a duly certified copy of the Consultancy Agreement is submitted herewith as Myatt Decl. Exhibit 2.

56. The parties’ agreement to arbitrate is found in Clause 8.3.2 of the Consultancy Agreement. Myatt Decl. Ex. 2.

57. The Award arose out of a legal relationship that is commercial within the meaning of 9 U.S.C. § 202.

58. Pursuant to 9 U.S.C. § 207, Petitioner has brought this action within three years after the Award was made on February 26, 2023.

² Although Iraq’s status as a party to the New York Convention is not relevant to this Court’s analysis, Iraq became a contracting party to the New York Convention on November 11, 2021.

59. Pursuant to Article 35(6) of the ICC Rules, the Award is “binding on the parties.” Myatt Decl. Ex. 6.

60. The Award is final and binding within the meaning of the New York Convention and Chapter 2 of the FAA.

61. None of the New York Convention’s enumerated grounds for refusing or deferring recognition applies to the Award, as detailed in the accompanying Memorandum of Law. A party resisting confirmation of a New York Convention award has the “heavy” burden of proving that one of the explicit grounds for non-confirmation enumerated in the New York Convention applies. *See Zeiler v. Deitsch*, 500 F.3d 157, 164 (2d Cir. 2007) (party opposing confirmation has the burden to prove that one of the defenses applies and noting that the “burden is a heavy one, as the showing required to avoid summary confirmation is high”) (internal citations omitted).

62. For the foregoing reasons, CME is entitled to an order confirming, recognizing, and enforcing the Award pursuant to 9 U.S.C. § 207 and Article III of the New York Convention and entering judgment in favor of CME and against the CBI in the amount of the Award with interest as provided therein.

Cause of Action and Request for Relief

WHEREFORE, Petitioner, Cardno ME Limited, respectfully requests that the Court enter an order:

- a. Confirming, recognizing and enforcing the Award and entering Judgment thereon in favor of CME pursuant to 9 U.S.C. § 207 and Article III of the New York Convention;
- b. ordering the Central Bank of Iraq to:
 - a. pay CME \$10,190,454.15 in principal for unpaid invoices and lost profits;

- b. pay CME interest on that principal at the rate of 5% per annum from June 2, 2021 until the date of entry of judgment;
 - c. pay CME \$14,506 in principal for the costs of preventing the CBI's attempt to call the Performance Bond;
 - d. pay CME interest on that principal at the rate of 5% per annum from January 6, 2022 until the date of entry of judgment;
 - e. pay CME \$1,185,067.56 for costs of arbitration and legal fees; and
 - f. pay CME post-judgment interest on each of the above sums at a rate to be determined by the Court.
- c. granting such other relief that this Court deems necessary and proper.

Dated: January 5, 2026

GIBSON DUNN & CRUTCHER LLP

By: s/ Jason Myatt

Robert L. Weigel (RWeigel@gibsondunn.com)
Jason W. Myatt (JMyatt@gibsondunn.com)
Victoria R. Orlowski (VOrlowski@gibsondunn.com)
200 Park Avenue
New York, NY 10166
Telephone: 212.351.4000

Matthew S. Rozen (MRozen@gibsondunn.com)
(*pro hac vice* application forthcoming)
1700 M. St. NW
Washington, DC 20036
Telephone: 202.955.8500

Attorneys for Petitioner, Cardno ME Limited