

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 07–615

MINISTRY OF DEFENSE AND SUPPORT FOR THE
ARMED FORCES OF THE ISLAMIC REPUBLIC OF
IRAN, PETITIONER *v.* DARIUSH ELAHI

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE NINTH CIRCUIT

[April 21, 2009]

JUSTICE BREYER delivered the opinion of the Court.

Dariush Elahi, the respondent, sued Iran, claiming that Iran unlawfully participated in the assassination of his brother, and he obtained a default judgment of about \$312 million. Seeking to collect some of the money, he has tried to attach an asset belonging to Iran, namely a \$2.8 million judgment that Iran obtained against a California company called Cubic Defense Systems, Inc. (Cubic Judgment). Iran has asserted a defense of sovereign immunity in order to prevent the attachment. See *Foreign Sovereign Immunities Act of 1976*, 28 U. S. C. §1610.

Since Iran is a sovereign nation, Elahi cannot attach the Cubic Judgment unless he finds an exception to the principle of sovereign immunity that would allow him to do so. See *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Elahi*, 546 U. S. 450 (2006) (*per curiam*). As the case reaches us, the Terrorism Risk Insurance Act of 2002 (TRIA), §201(a), 116 Stat. 2337, note following 28 U. S. C. §1610, provides the sole possible exception. That Act authorizes holders of terrorism-

related judgments against Iran, such as Elahi, to attach Iranian assets that the United States has “*blocked.*” *Ibid.* (emphasis added). And we initially decide whether Iran’s Cubic Judgment is a “blocked asset” within the terms of that Act.

Even if the Cubic Judgment is a blocked asset, however, Elahi still cannot attach it if he waived his right to do so. And we next decide whether Elahi waived that right when, in return for partial compensation from the Government, he agreed not to attach “*property that is at issue in claims against the United States before an international tribunal.*” Victims of Trafficking and Violence Protection Act of 2000 (VPA), §2002(d)(5)(B), as added by TRIA §201(c)(4), 116 Stat. 2339, note following 28 U. S. C. §1610 (emphasis added).

We ultimately hold that the Cubic Judgment was not a “blocked asset” at the time the Court of Appeals handed down its decision in this case. We recognize that since that time new Executive Branch action may have “blocked” that asset; but, in light of the posture of the case, we do not decide whether it has done so. Rather, we determine that Elahi cannot attach the Cubic Judgment regardless, for the Judgment is “at issue” in a claim against the United States before the Iran-U. S. Claims Tribunal. The Judgment consequently falls within the terms of Elahi’s waiver.

I

We initially set forth key background elements, including in this section the events necessary to understand the “blocked asset” question, while leaving for Part III, *infra*, additional background matters related to Elahi’s waiver.

A

The Cubic Judgment arose out of a 1977 contract between Cubic Defense Systems, a California company and

Opinion of the Court

Iran’s Ministry of Defense. (We shall refer to the Ministry, for present purposes an inseparable part of the Iranian State, as “Iran.” See *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Cubic Defense Systems, Inc.*, 495 F. 3d 1024, 1035–1036 (CA9 2007)). Cubic there promised to supply Iran with certain military goods, namely an air combat training system, for which Iran promised to pay approximately \$18 million dollars. In 1979, after Iran had paid some of the money but before Cubic had sent the training system, the Iranian Revolution broke out, militants in Iran seized American hostages, and President Carter “*blocked* all property and interests in property of the Government of Iran . . . subject to the jurisdiction of the United States.” Exec. Order No. 12170, 3 CFR 457 (1979 Comp.) (emphasis added), promulgated pursuant to the authority of International Emergency Economic Powers Act (IEEPA), 50 U. S. C. §§1701–1702 (2000 ed. and Supp. V); 31 CFR §535.201 (1980).

About a year later, on January 19, 1981, Iran and the United States settled the crisis, in part with an agreement called the “Algiers Accords.” 20 I. L. M. 224. Under the Accords, the United States agreed to “restore the financial position of Iran, in so far as possible, to that which existed prior to November 14, 1979,” *ibid.*, and (with some exceptions) to “arrange, subject to the provisions of U. S. law applicable prior to November 14, 1979, for the transfer to Iran of all Iranian properties,” *id.*, at 227. The President then lifted the legal prohibitions against transactions involving Iranian property. See Exec. Orders Nos. 12277–12282, 3 CFR 105–113 (1981 Comp.); 31 CFR §§535.211–535.215 (1981). In doing so, he ordered the transfer to Iran of Iranian financial assets and most other Iranian property “as directed . . . by the Government of Iran,” Exec. Order No. 12281, 3 CFR 112 (1981 Comp.). Shortly thereafter, the Treasury Department issued a general license authorizing “[t]ransactions involving property in

which Iran . . . has an interest” where “[t]he property comes within the jurisdiction of the United States . . . after January 19, 1981, or . . . [t]he interest in the property . . . arises after January 19, 1981.” 31 CFR §535.579(a).

The Algiers Accords also set up an international arbitration tribunal, the Iran-U. S. Claims Tribunal (or Tribunal), to resolve disputes between the two nations concerning each other’s performance under the Algiers Accords. The Tribunal would also resolve disputes concerning contracts and agreements between the two nations that were outstanding on January 19, 1981. 20 I. L. M., at 230–231. The Tribunal’s jurisdiction included claims by nationals of one state against the other state, but it did not include claims by one state against nationals of the other state. *Id.*, at 231–232.

B

In January 1982, Iran filed two Cubic-based claims in the Tribunal. In Case No. B61, Iran claimed that between 1979 and 1981 the United States had wrongly barred the transfer of certain military equipment, including the Cubic air combat training system, to Iran. Iran asked the Tribunal to order the United States either to issue an export license for the equipment or to pay Iran damages. App. to Brief for United States as *Amicus Curiae* 22a, 24a, 31a.

In Case No. B66, Iran claimed that Cubic had breached its contract to deliver the training system partly because the United States had taken actions contrary to the Algiers Accords. Again Iran asked the Tribunal to order either the issuance of an export license for the equipment or the payment of damages. *Id.*, at 1a, 2a, 9a–10a. In April 1987 the Tribunal dismissed this second case (No. B66) on the grounds that the Iran-Cubic contract imposed no obligations on the United States and that the Tribunal lacked jurisdiction to consider a suit by a state (Iran)

Opinion of the Court

against a private party (Cubic). *Ministry of Nat. Defense of Islamic Republic of Iran v. United States*, 14 Iran-U. S. Cl. Trib. Rep. 276, 277–278.

Iran, believing that Cubic had breached its contract, then went to arbitration before the arbitration tribunal specified in the Cubic contract, namely the International Court of Arbitration of the International Chamber of Commerce. Iran asked that arbitration tribunal to award it restitution and damages.

In May 1997 the arbitrators issued their decision. The arbitrators found that prior to the Iranian Revolution, prior to the hostage crisis, and prior to the blocking of any Iranian assets, (1) Iran and Cubic had themselves agreed that they would temporarily discontinue (but not terminate) the contract; and (2) Cubic had agreed to try to sell the training system to another buyer and to settle accounts with Iran later. The arbitrators further found that after the crisis (in September 1981) (3) Cubic successfully sold a modified version of the system to Canada. *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Cubic Int’l Sales Corp.*, No. 7365/FMC (Int’l Ct. of Arbitration of Int’l Chamber of Commerce), pp. 32–33, 36–40, 50–51, reprinted in 13 Mealey’s Int’l Arbitration Report pp. G–4, G–15 to G–18, G–21 (Oct. 1998) (Arbitration Award). The arbitrators concluded that Cubic had not lived up to this modified agreement. And, after taking account of the advance payments that Iran had made to Cubic, the funds that Cubic had spent, the amount that Canada had paid Cubic, and various other items, they awarded Iran \$2.8 million plus interest. *Id.*, ¶C.18.3(a), at G–31.

Cubic refused to pay Iran this money. Iran then sued in the Federal District Court for the Southern District of California to enforce the arbitration award. The District Court confirmed the award and entered a final judgment ordering Cubic to pay \$2.8 million plus interest to Iran.

That judgment is the Cubic Judgment. *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Cubic Defense Systems, Inc.*, 29 F. Supp. 2d 1168, 1174 (1998) (final judgment entered Aug. 10, 1999).

C

In February 2000 Elahi brought a tort action against Iran in the Federal District Court for the District of Columbia. Elahi claimed that Iranian agents had murdered his brother. See 28 U. S. C. §1605(a)(7) (2000 ed.) (lifting sovereign immunity of state sponsors of certain kinds of terrorism) (subsequently replaced by National Defense Authorization Act for Fiscal Year 2008, §1083(a)(1), 122 Stat. 338, 28 U. S. C. A. §1605A); Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1997, §589, 110 Stat. 3009–172, note following 28 U. S. C. §1605 (providing tort cause of action). Iran did not answer the complaint. The District Court found Iran in default, and it awarded Elahi nearly \$12 million in compensatory damages and \$300 million in punitive damages. *Elahi v. Islamic Republic of Iran*, 124 F. Supp. 2d 97 (DC 2000).

In 2001 Elahi filed a notice of lien against Iran’s Cubic Judgment. He thereby sought to satisfy from the Cubic Judgment a portion of what Iran owed him under his own default judgment against Iran. Iran opposed the lien. It argued that the Cubic Judgment, as property of the sovereign state of Iran, was immune from attachment or execution. The District Court denied immunity. *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Cubic Defense Systems, Inc.*, 236 F. Supp. 2d 1140, 1152 (SD Cal. 2002).

The Court of Appeals affirmed the denial. *Ministry of Defense and Support for Armed Forces of Islamic Republic of Iran v. Cubic Defense Systems, Inc.*, 385 F. 3d 1206 (CA9 2004). The Court of Appeals thought that the Minis-

Opinion of the Court

try of Defense of Iran had lost its immunity from attachment because of a special statutory exception that permits a creditor to attach the property of an “agency or instrumentality of a foreign state engaged in commercial activity in the United States”—where the creditor seeks the property to satisfy a terrorism-related judgment. 28 U. S. C. §1610(b). See 385 F. 3d, at 1219–1222. But, on review here, we pointed out (in a *per curiam* opinion) that the sovereign immunity exception upon which the Ninth Circuit had relied—the exception for the property of an entity that has “engaged in commercial activity,” §1610(b)(2)—applies only to property of an “agency or instrumentality” of a foreign state. It does not apply to property of an entity that itself is an inseparable part of the foreign state. §1610(a). *Elahi*, 546 U. S., at 452–453.

We remanded the case, and on remand, the Ninth Circuit held that the Ministry of Defense fell into the latter category (an inseparable part of the state of Iran), not the former (an “agency or instrumentality” of Iran). 495 F. 3d 1024, 1035–1036 (2007). Hence *Elahi* could not take advantage of the “engaged in commercial activities” exception. The Court of Appeals also found inapplicable a slightly different exception applicable to “property . . . of a foreign state . . . used for a commercial activity in the United States,” 28 U. S. C. §1610(a). 495 F. 3d, at 1036–1037.

Nonetheless the Court of Appeals found yet another exception that it believed denied Iran its sovereign immunity defense. The court pointed out that in 2002 Congress had enacted the TRIA. That Act permitted a person with a terrorism-related judgment to attach an asset of the responsible “terrorist” state to satisfy the judgment, “[n]otwithstanding any other provision of law,” provided that the asset was a “blocked asset.” §201(a), 116 Stat. 2337. The Court of Appeals noted that the Cubic Judgment arose out of a pre-1981 contract with Iran involving

an air combat training system for Iran, and that President Carter had blocked virtually all Iranian assets following the Iranian hostage crisis. See Exec. Order No. 12170, 44 Fed. Reg. 65729 (“block[ing] all property and interests in property of the Government of Iran . . . subject to the jurisdiction of the United States”), promulgated pursuant to the authority of International Emergency Economic Powers Act, 50 U. S. C. §§1701–1702 (2000 ed. and Supp. V); 31 CFR §535.201. The Court of Appeals then held that the President had never unblocked the asset in question. 495 F. 3d, at 1033. In its view, the many unblocking orders that were issued after the 1981 Algiers Accords, see, *e.g.*, Exec. Orders Nos. 12277–12282, 3 CFR 105–113; 31 CFR §§535.211–535.215, 535.579(a), did not apply because those unblocking orders omitted “military goods such as the [training system that underlay the Cubic Judgment].” 495 F. 3d, at 1033.

The Court of Appeals also rejected Iran’s argument that Elahi had waived his right to attach the Cubic Judgment regardless (a matter to which we shall turn in Part III). And the court concluded that Elahi was free to attach the Judgment. *Id.*, at 1037.

Iran, with the support of the Department of State, asked us to grant certiorari. We did so, and we shall consider both aspects of the Court of Appeals’ determination.

II A

We turn first to the question whether the Cubic Judgment was a “blocked asset.” The Ninth Circuit held that the asset in question consisted of Iran’s interest in military goods, namely an air combat training system, which it believed the Executive Branch had failed to unblock after the Iranian hostage crisis ended. None of the parties here, however, supports the Ninth Circuit’s determination. And neither do we.

Opinion of the Court

The basic reason we cannot accept the Ninth Circuit's rationale is that we do not believe Cubic's air combat training system is the asset here in question. Elahi does not seek to attach that system. Cubic sent the system itself to Canada, where, as far as we know, it remains. Rather, Elahi seeks to attach a judgment enforcing an arbitration award based upon Cubic's failure to account to Iran for Iran's share of the proceeds of that system's sale. And neither the Cubic Judgment nor the sale proceeds that it represents were blocked assets at the time the Court of Appeals issued its decision.

In 1981, the Treasury Department issued an order that authorized "[t]ransactions involving property in which Iran . . . has an interest" where "[t]he interest in the property . . . arises after January 19, 1981." 31 CFR §535.579(a)(1) (emphasis added). As the Court of Appeals itself pointed out, Iran's interest in the Cubic Judgment arose "on December 7, 1998, when the district court confirmed the [arbitration] award." 385 F. 3d, at 1224. Since it arose more than 17 years "after January 19, 1981," the Cubic Judgment falls within the terms of Treasury's order. And that fact, in our view, is sufficient to treat the Judgment as unblocked.

Iran's interest in the property that underlies the Cubic Judgment also arose after January 19, 1981. As the International Court of Arbitration held, Cubic and Iran entered into their initial contract before 1981. But they later agreed to discontinue (but not to terminate) the contract. Arbitration Award G-15, G-21. They agreed that Cubic would try to sell the system elsewhere. *Id.*, ¶C.9.15, at G-14. And they further agreed that they would take "final decisions" about who owed what to whom "only . . . once the result of Cubic's attempt to resell the System" was "known." *Id.*, ¶B.10.7, at G-17.

Cubic completed its sale of the system (to Canada) in October 1982. *Id.*, ¶B.12.14, at G-22. And the arbitrators

Opinion of the Court

subject to regulation under other statutes, including the Arms Export Control Act. See 31 CFR §535.215(c). But that fact does not show that military equipment remained *blocked* under IEEPA. The Court of Appeals next cited the 1979 Executive Order freezing Iranian assets, Exec. Order No. 12170, 3 CFR 457 (Comp. 1980)—but it failed to consider the effect of the subsequent unblocking order just discussed. The Court of Appeals also relied on a 2005 Presidential notice extending the national emergency with respect to Iran, 70 Fed. Reg. 69039, but that notice did not impose any additional restrictions on Iranian assets. Finally, the Court of Appeals pointed to a Treasury Department guidance document, which states that “[c]ertain assets”—consisting “mainly of military and dual-use property”—“related to . . . claims” by “U. S. nationals . . . against Iran or Iranian entities” still being litigated in the Tribunal “remain blocked in the United States.” Office of Foreign Assets Control, Dept. of Treasury, Foreign Assets Control Regulations for Exporters and Importers 23 (2007). But the training system does not fall into the category of assets identified by the guidance document. The system neither “remain[s] . . . in the United States” (having been sent to Canada), nor was it related to claims by “*U. S. nationals . . . against Iran or Iranian entities*” before the Tribunal. In sum, no authority supports the Ninth Circuit’s conclusion that an Iranian interest in the training system itself would be a “blocked asset.” And none of the parties defend the Ninth Circuit’s conclusion here.

B

Although the Cubic Judgment was not a blocked asset at the time the Court of Appeals reached its decision, the Government believes that it is a blocked asset now. In 2005 the President issued a new Executive Order that blocks assets held by proliferators of weapons of mass

Opinion of the Court

destruction. Exec. Order No. 13382, 3 CFR 170 (2005 Comp.). And in 2007, after the Court of Appeals issued its decision, the State Department designated certain component parts of Iran’s Ministry of Defense as entities whose property and interests in property are blocked under Executive Order No. 13382. See 72 Fed. Reg. 71991–71992. If the Iranian entity to which the Cubic Judgment belongs falls within the terms of the State Department’s designation, then presumably that asset is blocked at this time.

The problem for the Government, however, is that Iran does not agree that the relevant parts of its Ministry of Defense fall within the scope of the State Department’s designation. Thus the matter is in dispute. The lower courts have not considered that dispute. The relevant arguments have not been set forth in detail here. And in such circumstances we normally would remand the case, permitting the lower courts to decide the issue in the first instance. See, *e.g.*, *F. Hoffmann–La Roche Ltd v. Empagran S. A.*, 542 U. S. 155, 175 (2004). Consequently, we shall not decide whether the new Executive Branch actions have blocked the Cubic Judgment. Instead, we turn to the “waiver” question. And our answer (that Elahi has waived his right to attach the Cubic Judgment) makes it unnecessary to remand the blocking question for further consideration.

III

As we have just said, the second question concerns Elahi’s waiver of his right to attach the Cubic Judgment. In 2000, Congress enacted a statute that offers some compensation to certain individuals, including Elahi, who hold terrorism-related judgments against Iran. VPA §2002, as amended by TRIA §201(c). The Act requires those who receive that compensation to relinquish “*all rights to execute against or attach property that is at issue*

Opinion of the Court

in claims against the United States before an international tribunal, [or] that is the subject of awards rendered by such tribunal.” §2002(a)(2)(D), 114 Stat. 1542; see also §2002(d)(5)(B), as added by TRIA §201(c)(4) (cross-referencing §2002(a)(2)(D)). In 2003 the Government paid Elahi \$2.3 million under the Act as partial compensation for his judgment against Iran. Brief for Respondent 9. And at that time, Elahi signed a waiver form that mirrors the statutory language. App. to Pet. for Cert. 30 (citing 68 Fed. Reg. 8077, 8081 (2003)).

The question is whether the Cubic Judgment “is at issue in claims” against the United States before an “international tribunal,” namely the Iran-U. S. Claims Tribunal. If so, the Cubic Judgment falls within the terms of Elahi’s waiver. The Court of Appeals believed the Judgment was not “at issue.” 495 F. 3d, at 1030–1031. But we find to the contrary.

A review of the record in Iran-U. S. Claims Tribunal Case No. B61 leads us to conclude that the Cubic Judgment is “at issue” before that Tribunal. In Case No. B61 Iran argued that, between 1979 and 1981, the United States had wrongly prevented the transfer of Cubic’s air combat training system to Iran. Iran asked the Tribunal, among other things, to order the United States to pay damages. Statement of Claim, *Islamic Republic of Iran v. United States* (filed Jan. 19, 1982), App. to Brief for United States as *Amicus Curiae* 22a, 24a, 31a. In its briefing before the Tribunal, Iran acknowledged that any amount it recovered from Cubic would “be recuperated from the remedy sought” against the United States. App. 76, n. 2. And Iran sent a letter to the United States in which it said that any amounts it actually received from Cubic would be “recouped from the remedy sought against the United States in Case B61.” App. to Brief for United States as *Amicus Curiae* 84a. *But* Iran added that the Cubic Judgment could *not* be used as a setoff *insofar as it had been*

Opinion of the Court

Case No. B61; nor is it the subject of any other claim before the Tribunal. Indeed, Iran and the United States do not dispute the Cubic Judgment's validity; they do not dispute the Cubic Judgment's ownership; and they do not dispute the fact that the United States' asset freeze had no adverse effect on the Cubic Judgment or on Iran's entitlement to the Cubic Judgment. As the dissent correctly points out, the Judgment is not "at issue" in any of these senses. The Judgment will neither be suspended nor modified by the Tribunal in Case No. B61, nor is the Judgment property claimed by Iran from the United States in that case, see *post*, at 2–5.

But that does not end the matter. The question is whether, for purposes of the VPA, a judgment can nevertheless be "at issue" before the Tribunal *even* when it will not be suspended or modified by the Tribunal and when it is not claimed by Iran from the United States. Here, a significant dispute about the Cubic Judgment still remains, namely a dispute about whether it can be used by the Tribunal as a setoff. And in our view, that dispute is sufficient to put the Judgment "at issue" in the case.

For one thing, we do not doubt that the setoff matter is "under dispute" or "in question" in Case No. B61, and those words typically define the term "at issue." Black's Law Dictionary 136 (8th ed. 2004). In the event that the Tribunal finds the United States liable in Case No. B61, the total sum awarded to Iran by the Tribunal will depend on whether the Judgment is used as a setoff. And whether the Judgment can be so used depends, in turn, on whether the United States is right that an attached judgment should be set off or whether Iran is right that it should not be—a matter in question before the Tribunal. In that sense, the Judgment is "under dispute." We recognize that the dispute is over the *use* of the Judgment, not the validity of the Judgment. But we do not see how that fact matters.

Opinion of the Court

Finally, the statute’s purpose leans in the direction of a broader interpretation of the words “at issue” than that proposed by Elahi. Pointing to the statute’s legislative history, Elahi says that the statute seeks to enable victims of terrorism to collect on judgments they have won against terrorist parties. See Brief of Respondent 6–7, 31 (citing H. R. Conf. Rep. No. 107–779 (2002); 148 Cong. Rec. 23119, 23121–23123 (2002) (statement of Sen. Harkin)). He is such a victim, and, he says, Congress would have intended an interpretation that favors his cause. But Congress had a more complicated set of purposes in mind. The statute authorizes the attachment of blocked assets, and it provides partial compensation to victims to be paid (in part) from general Treasury funds. But it does so in exchange for a right of subrogation, VPA §2002(c), and for the victim’s promise not to pursue the balance of the judgment by attaching property “at issue” in a claim against the United States before the Tribunal. VPA §§2002(a)(2)(D), (d)(5)(B), as added by TRIA §201(c)(4). The statute thereby protects property that the United States might use to satisfy its potential liability to Iran.

The Cubic Judgment falls into this category. It is property that the United States could use to satisfy its potential liability to Iran, but which may be unavailable for that purpose if successfully attached. With respect to the statute’s revenue-saving purpose, it is difficult to distinguish between property that is the subject of a claim before a tribunal and property that is in dispute before the tribunal in respect to its use as an offset.

The dissent adds that the “better reading” of the words “at issue” is one that limits them to the “foster[ing] [of] compliance with the Government’s international obligations.” *Post*, at 6. We agree with this statement, but we do not see how it adds anything but new phraseology to the dissent’s basic claim, namely that arguments before the Tribunal about “setoffs” do not count as “issues.” To

Opinion of the Court

(emphasis added). The first provision, Elahi argues, permits him to attach blocked assets notwithstanding the VPA's requirement that he relinquish his right to attach property "at issue" before an international tribunal; and that conclusion, he says, is reinforced by VPA §2002(d)(4). Our interpretation, he adds, would "bar . . . enforcement" of a terrorism-related judgment "otherwise available" under TRIA §201(a)—contrary to the statutory language just quoted.

But VPA §2002(d)(5) requires Elahi, in exchange for having received partial compensation, to relinquish "*all rights*" to attach property "at issue" in an international tribunal. VPA §2002(a)(2)(D), 114 Stat. 1542 (cross-referenced by §2002(d)(5)(B); emphasis added). And, as several courts of appeals have apparently assumed, the relinquishment of "all rights" includes the right given by TRIA §201(a) to attach blocked assets. See *Hegna v. Islamic Republic of Iran*, 376 F. 3d 226, 232 (CA4 2004); *Hegna v. Islamic Republic of Iran*, 380 F. 3d 1000, 1009 (CA7 2004); *Hegna v. Islamic Republic of Iran*, 402 F. 3d 97, 99 (CA2 2005) (*per curiam*).

Moreover, the relinquishment provision that applies to Elahi was added to the VPA by the very same statute, the TRIA, that permitted the attachment of blocked assets, and which contains the "notwithstanding" clause upon which Elahi relies. §201(a) (blocked assets); §201(c) (amending VPA). Congress could not have intended the words to which Elahi refers to narrow so dramatically an important provision that it inserted in the same statute. And for those who, like Elahi, argue that the legislative history supports his reading of the statute, we point out that the history suggests that Congress placed the "notwithstanding" clause in §201(a) for totally different reasons, namely to eliminate the effect of any Presidential waiver issued under 28 U. S. C. §1610(f) prior to the date of the TRIA's enactment. H. R. Conf. Rep. No. 107-779, at

Opinion of the Court

has waived his right to attach the Judgment. We reverse the judgment of the Court of Appeals.

It is so ordered.