No. 24-2187

In The
Supreme Court of the United States

GALACTIC EMPIRE, INC. and THE UNITED STATES OF AMERICA

Petitioners,

– v. –

HAN SOLO,

Respondent.

On Writ of Certiorari
to the United States Court of
Appeals for the Sixteenth Circuit

BRIEF FOR RESPONDENT

November 17, 2025

Submitted by:

TEAM NUMBER 11
Counsel for Respondent

QUESTIONS PRESENTED

I. Whether the Sixteenth Circuit correctly held that the United States District Court for the District of Alderaan properly exercised venue where the defendants presented no evidence showing that venue was improper and where the governing statute provides no specific venue rule for claims arising in outer space?

II. Whether the Sixteenth Circuit correctly held that the United States District Court for the District of Alderaan properly interpreted and applied the Commercial Space Launch Activities Act where the text of the statute governs liability for damage "resulting from an activity" carried out under a license issued pursuant to the Act?

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[1] "*Passim*" will not be used in this table of authorities pursuant to the amended Rules of the Supreme Court, effective January 1, 2023. Sup. Ct. R. 34 ("The table of authorities should not use the '*passim*' notation, but should instead list every page on which an authority is cited. Page ranges may be used if the authority is cited on every page in the range.").

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The opinion of the United States District Court for the District of Alderaan is unpublished and may be found at *Galactic Empire, Inc. v. Han Solo*, D.C. No. 19-cv-421 (D. Alderaan 2022). The opinion of the Sixteenth Circuit is also unpublished and may be found at *Galactic Empire, Inc. v. Han Solo*, No. 22-cv-1138 (16th Cir. 2023).

STATEMENT OF JURISDICTION

The United States District Court for the District of Alderaan had jurisdiction pursuant to 51 U.S.C. § 50914(g) and 28 U.S.C. §§ 1330-32, 1367(a). The district court entered judgment on May 25, 2022. R. at 15a-17a. The United States Court of Appeals for the Sixteenth Circuit had jurisdiction under 28 U.S.C. §§ 1291, 1294(1) and entered final judgment in this matter on May 4, 2023. R. at 1a, 17a. Petitioners then filed a petition for a writ of certiorari, which this Court timely granted. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1254(1).

STATUTORY AND CONSTITUTIONAL PROVISIONS INVOLVED

The central statutory provisions in this case are § 1391 of Title 28 of the United States Code, 28 U.S.C. § 1391, and § 50915 of Title 51 of the United States Code, 51 U.S.C. § 50915. This case also involves Federal Rule of Civil Procedure 12, Fed. R. Civ. P. 12, and Federal Rule of Civil Procedure 50, Fed. R. Civ. P. 50. Each of these provisions is set forth in relevant part in the appendix.

STATEMENT OF THE CASE

Statement of Facts

In the stillness of outer space, a flash split the sky—Galactic Empire, Inc.'s "planetary defense system," the Defense System One (DS-1), had exploded, and Han Solo was directly in its path. Mr. Solo was flying a private vessel through low Earth orbit when, without warning, the DS-1 erupted in a catastrophic explosion. R. at 3a. In an instant, thousands of fiery debris fragments tore through the silence of space, slamming into Mr. Solo's ship, the *Millennium Falcon*. R. at 3a-4a. The blast caused severe damage to Mr. Solo's ship and left him injured. *Id.* Mr. Solo would soon discover, however, that this was no freak accident, but the result of a hidden design flaw that had remained dormant for the first five years of the DS-1's construction. *See* R. at 3a, 13a.

Five years before the explosion, in 2012, Galactic Empire, Inc. announced its plan to design, construct, and eventually operate the DS-1, which was touted as a "planetary defense system." R. at 3a. Citing only a handful of meteoroid strikes near its Mountain View, California, headquarters, Galactic Empire, Inc. claimed to be acting in the interest of public safety when it announced its plans for the DS-1. R. at 7a. The original designs portrayed a rotund space station orbiting Earth, stretching over 120 kilometers and equipped with an eight-beam "superlaser." *Id.*

Construction of the DS-1 began that same year. R. at 8a. Due to the sheer size of the DS-1, Galactic Empire, Inc.'s construction of the space station on Earth was not feasible. *Id.* Instead, construction was achieved through hundreds of space launches to the DS-1, most of which originated from California, directly to the DS-1's

location approximately 460 kilometers above Earth's surface. R. at 8a, 12a-13a. Galactic Empire, Inc. sent materials into space, which were used by its robotic "spiders" to piece together the DS-1 while it was in orbit. R. at 8a. The use of the spiders accelerated the construction timeline, meaning that the DS-1 would be complete in 2022. *See id.* In May 2017, the month of its destruction, six launches of supplies and construction materials were made to the incomplete DS-1. R. at 12a.

As with all such launches, the DS-1 was subject to United States licensing and regulation. R. at 11a-13a. This is in large part because the United States is subject to several international treaties that govern outer space activities. R. at 9a. These treaties include the International Liability for Damage Caused by Space Objects, or "Liability Convention", the Registration of Objects Launched into Outer Space, or "Registration Convention," and the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies or "Outer Space Treaty." *Id.* Each treaty requires signatories to take actions such as accepting liability for damages caused by objects launched into space by or from that state, registering such objects, and adhering to certain proper uses of outer space. R. at 9a-10a.

To honor and abide by these treaty obligations, the United States requires U.S. citizens to obtain a license from the Secretary of Transportation before conducting a space launch under the Commercial Space Launch Activities Act (CSLAA). R. at 10a. The CSLAA also requires liability insurance or a showing of financial responsibility prior to the launch for compensation to a third party for "death, bodily injury, or

property damage or loss resulting from an activity carried out under the license[.]" *Id.* (quoting 51 U.S.C. § 50914(a)(1)). Anything in excess of the amount of insurance or demonstration of financial responsibility is paid by the United States when a "successful claim" is shown by the injured third party. *Id.* Galactic Empire, Inc. satisfied all relevant requirements of the CSLAA. R. at 11a-13a.

Compliance, however, could not mask catastrophe. Galactic Empire, Inc. discovered, eight to ten days before its destruction, that the DS-1 contained a fatal flaw: the entire space station would erupt in a massive explosion if one of its thermal exhaust ports was directly hit with a proton torpedo. R. at 13a. Galactic Empire, Inc. sought to keep this information under lock and key, fearing that public disclosure would invite disaster. *Id.* Those fears proved prescient. After learning of the DS-1's fatal design defect, Alianza Rebelde, a Guatemalan company, dispatched Tunisian pilot Luke Skywalker in a proton torpedo-equipped starfighter to the DS-1's orbital location. R. at 5a, 13a. Mr. Skywalker successfully hit the exhaust port, and the DS-1 violently exploded on May 25, 2017, sending shrapnel soaring in all directions, including directly into the path of the *Millennium Falcon* and its unsuspecting pilot, Mr. Solo. R. at 13a. Immense damage ensued, with approximate repair costs totaling $4.5 billion for the *Millennium Falcon* alone. R. at 14a.

Procedural History

On May 21, 2019, Mr. Solo filed suit in the United States District Court for the District of Alderaan against Mr. Skywalker, Alianza Rebelde, the Republic of Guatemala, and Galactic Empire, Inc. for bodily injury and property damage. R. at

4a, 14a. The United States intervened, acknowledging its obligation to pay for damages that arose under the CSLAA. R. at 12a. Mr. Skywalker and Alianza Rebelde settled with Mr. Solo before trial. R. at 5a. The Republic of Guatemala moved for summary judgment, arguing that there was no genuine dispute of material fact showing the Republic's liability to Mr. Solo. R. at 6a. The district court granted the motion, and Guatemala was dismissed from the lawsuit. *Id.* The case continued to trial, with Galactic Empire, Inc. and the United States as the only defendants. R. at 15a.

During the trial, Galactic Empire, Inc. filed a Rule 12(b)(3) motion to dismiss, arguing that venue was improper in Alderaan. *Id.* Mr. Solo argued that venue was proper under 28 U.S.C. § 1391(b)(2) because "a substantial part of the events or omissions giving rise to the claim occurred" in that district. R. at 18a-19a. Mr. Solo alleged that the DS-1 was in orbit above Alderaan, a U.S. state, when it exploded, that Mr. Skywalker was in navigable airspace above Alderaan when traveling to attack the DS-1, and that the *Millennium Falcon* was in low Earth orbit above Alderaan when it was struck by debris from the explosion. R. at 19a-20a.

In support of his argument, Mr. Solo offered the expert testimony of Wedge Antilles during the evidentiary hearing on Galactic Empire, Inc.'s Rule 12(b)(3) motion. R. at 20a-21a. The court struck this testimony, ruling that it was unreliable expert testimony under Federal Rule of Evidence 702 and *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993). R. at 21a. The court also struck, as hearsay, Mr. Solo's testimony about his ship's navigational computer as well as the

computer data itself, which it cited as inconclusive. *Id.* Mr. Skywalker refused to testify, invoking the Fifth Amendment, and Galactic Empire, Inc. offered no evidence. R. at 5a, 21a. The district court held that Galactic Empire, Inc. bore the burden as to the factual issues in support of its venue motion and concluded that venue was proper in Alderaan under § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in Alderaan. R. at 21-22a.

At the conclusion of the trial, the jury found that Galactic Empire, Inc. and Mr. Skywalker were negligent. R. at 15a. The jury found Galactic Empire, Inc. to be both the cause-in-fact and proximate cause of Mr. Solo's injuries. R. at 40a. The jury also found that Galactic Empire, Inc.'s share of the actual damages constituted $2.25 billion of the $4.5 billion in damages the jury assigned to both Mr. Solo's injuries and property damage. R. at 15a. Holding that the CSLAA required only cause in fact, the district court disregarded the proximate cause finding and entered judgment for Mr. Solo on the finding of negligence under the but-for causation standard on May 25, 2025. R. at 15a, 41a. However, the court did not enter a judgment against the United States, deciding that the CSLAA did not permit direct action against the United States. R. at 16a. The judgment instead recited that the United States' share of the damages was $2.2 billion under 51 U.S.C. § 50915(a), the amount in excess of Galactic Empire, Inc.'s $500 million in liability insurance. *Id.*

On appeal, the Sixteenth Circuit affirmed the district court's ruling. R. at 52a. The Sixteenth Circuit held that Galactic Empire, Inc. not only bore the factual burden of proving that venue was improper, but that Alderaan was also a proper venue as a

matter of law because a substantial part of the events giving rise to Mr. Solo's claim took place in the airspace above the State of Alderaan. R. at 24a, 28a-34a. On the merits, the Sixteenth Circuit further found that the district court had properly denied Galactic Empire, Inc. and the United States' renewed motions for judgment as a matter of law pursuant to Federal Rules of Civil Procedure 50(a) and 50(b). R. at 35a.

In reviewing the questions of law raised by the Rule 50 motion, the Sixteenth Circuit rejected both arguments raised by Galactic Empire, Inc. and the United States—that the CSLAA did not apply and that the applicable causation standard under the CSLAA was proximate cause—finding support for its holding in the statute's text and the United States' relevant international treaty obligations. R. at 42a-48a. To the extent the motion challenged the evidence supporting the jury's factual findings, the Sixteenth Circuit viewed the evidence in the light most favorable to Mr. Solo, drew all factual inferences in his favor, and left credibility determinations, the weighing of evidence, and the drawing of legitimate inferences from the facts to the jury. R. at 36a. In doing so, the court found that the jury had a legally sufficient evidentiary basis to find for Mr. Solo on the question of but-for causation and declined to disturb any findings of fact. *See* R. at 36a, 48a.

SUMMARY OF THE ARGUMENT

This Court should affirm the Sixteenth Circuit's determination that the United States District Court for the District of Alderaan properly exercised venue. Likewise, this Court should affirm the Sixteenth Circuit's decision upholding the denial of Galactic Empire, Inc. and the United States' renewed motion for judgment as a

matter of law, because the district court correctly interpreted and applied the CSLAA. A contrary ruling would stifle the United States' commercial ambitions in space.

The Sixteenth Circuit correctly held that venue was proper in Alderaan under the applicable general venue statute, 28 U.S.C. § 1391(b)(2), which authorizes venue in a judicial district in which a substantial part of the events giving rise to a suit occurred. As an initial matter, the court correctly placed the burden of demonstrating improper venue on Galactic Empire, Inc. This Court has long held that venue is a privilege held by defendants. Defendants like Galactic Empire, Inc., not only carry the responsibility to assert their privilege but are also more likely to have access to relevant evidence that would disprove the propriety of venue. Here, despite its access to evidence, Galactic Empire, Inc. failed to carry that burden.

Likewise, the Sixteenth Circuit aptly upheld that the district court properly exercised venue because a substantial portion of the events giving rise to Mr. Solo's claims arose in the airspace above Alderaan. Courts have long recognized that the airspace above a district is a part of that district. Because neither Congress nor the U.S. State Department has delineated where airspace ends and outer space begins—a question of significant relevance to international law that will soon need resolution—this Court should apply principles governing in-flight crimes to this venue determination. This line of jurisprudence supports venue in Alderaan because substantial events giving rise to Mr. Solo's claim took place on crafts flying above the district. Further, allowing venue to be proper *only* in California would create venue

gaps, and it would be contrary to allow the exercise of venue there at all because California does not satisfy the "substantial part" test.

Even if this Court declines to extend this line of reasoning, venue was still proper in Alderaan under the fallback provision of § 1391(b)(3). The fallback provision allows venue where any defendant is subject to personal jurisdiction. Mr. Skywalker became subject to personal jurisdiction when he entered the airspace above Alderaan as he flew into outer space, availing himself of the district's benefits. Accordingly, venue was properly exercised under multiple, independent grounds, and the Sixteenth Circuit's ruling should be affirmed.

Turning to the merits, the Sixteenth Circuit correctly denied Galactic Empire, Inc. and the United States' renewed motion for judgment as a matter of law, holding that the CSLAA applied to Mr. Solo's claims and that the statute requires only but-for causation. The CSLAA's text and structure support this conclusion. First, the use of the term "activity" in 51 U.S.C. § 50915(a)(1) shows that Congress intended it to apply to conduct beyond strictly launches and reentries, such as general space operations. A broad reading of the term is consistent not only with its usage at the time Congress first employed it, but also with international treaty obligations and the protection of private commercial space ventures. Second, the phrase "resulting from" in § 50915 signals congressional intent to require only but-for causation. This Court's precedent not only provides that the phrase triggers a lower causation standard, but also that it may consistently be used in conjunction with establishing a "successful claim." This interpretation is consistent with international law and

favors commercial development in outer space.

However, should this Court decide that the CSLAA does not apply or that it requires proximate causation, Mr. Solo still prevails. The actions of Mr. Skywalker were not intervening and superseding and did not cut the causal chain with Galactic Empire, Inc.'s ever-present negligence. Instead, the DS-1 was recognized and feared by many as a weapon of mass destruction, making it foreseeable that one of the many countries with the capability to execute a launch against the DS-1 would do so. Even so, the jury found that proximate causation existed here. That finding had a sufficient legal basis and should not be disturbed by this Court.

For these reasons, Mr. Solo respectfully requests that this Court affirm the judgment of the United States Court of Appeals for the Sixteenth Circuit.

ARGUMENT

I. VENUE WAS PROPERLY EXERCISED BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ALDERAAN.

This Court should affirm the Sixteenth Circuit's ruling that the District Court for the District of Alderaan properly denied Galactic Empire, Inc.'s Rule 12(b)(3) motion to dismiss for improper venue. 28 U.S.C. § 1391 governs venue generally in federal cases, meaning it applies where there is no specifically applicable venue statute.[2] *Atl. Marine Constr. Co. v. United States Dist. Ct.*, 571 U.S. 49, 55 n.2 (2013); *KM Enters., Inc. v. Glob. Traffic Techs., Inc.*, 725 F.3d 718, 724 (7th Cir. 2013). "When venue is challenged, the court must determine whether the case falls within one of

[2] Given that the Commercial Space Launch Activities Act says nothing about venue, both parties argue venue under 28 U.S.C. § 1391. R. at 18a.

the three categories set out in § 1391(b). If it does, venue is proper; if it does not, venue is improper, and the case must be dismissed[.]"[3] *Atl. Marine Constr. Co.*, 571 U.S. at 56. In assessing a venue challenge, the court "must draw all reasonable inferences in favor of the non-moving party and resolve all factual conflicts in favor of the non-moving party." *Petersen v. Boeing Co.*, 715 F.3d 276, 279 (9th Cir. 2013) (per curiam).

As an initial matter, both the District Court for the District of Alderaan and the Sixteenth Circuit correctly recognized that Galactic Empire, Inc. bore the burden of supporting its motion to dismiss—and that it failed to meet that burden. *See* R. at 21a. The courts likewise correctly determined that Alderaan satisfies § 1391(b)(2), because "a substantial part of the events or omissions giving rise to [Mr. Solo's] claim occurred" in the airspace above Alderaan. *See* 28 U.S.C. § 1391(b)(2) ("A civil action may be brought in . . . a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred[.]"). In doing so, the Sixteenth Circuit properly rejected Galactic Empire, Inc.'s argument that venue lies exclusively in California. Such a restrictive reading of § 1391(b)(2) conflicts with this Court's precedent, would unduly limit claims arising from actions occurring solely in outer space, and would inefficiently bifurcate multiparty suits. *See Leroy v. Great W. United Corp.*, 443 U.S. 173, 185 (1979); *see also KM Enters., Inc.*, 725 F.3d at 724 (applying

[3] "The Empire concedes venue could not be established under § 1391(b)(1) because the defendants were not all residents of one state." R. at 26a. Accordingly, both parties argue venue under § 1391(b)(2). *Id.*

similar reasoning to the modern venue statute). Indeed, California does not even meet the venue requirements of § 1391(b)(2), further confirming the propriety of venue in Alderaan, either under § 1391(b)(2) or, in the alternative, under the fallback provision in § 1391(b)(3).

A. Galactic Empire, Inc. Must Bear the Burden to Produce Sufficient Evidence to Support Its Rule 12(b)(3) Motion.

When a court holds an evidentiary hearing regarding the propriety of venue, it must be demonstrated by "a preponderance of the evidence." *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 354 (2d Cir. 2005). This Court has recognized that venue is a "personal privilege[] of the defendant," not an "unfettered choice" belonging to the plaintiff. *Leroy*, 443 U.S. at 180, 185. Consistent with this Court's precedent, the Third and Eighth Circuits properly place this burden of proof on the defendant, the moving party. *See generally Myers v. Am. Dental Ass'n*, 695 F.2d 716, 724 (3d Cir. 1982); *United States v. Orshek*, 164 F.2d 741, 742 (8th Cir. 1947). However, the majority of circuits, inconsistently with this Court's precedential reasoning, place this burden on the plaintiff. *See generally Glasbrenner*, 417 F.3d at 355; *Piedmont Label Co. v. Sun Garden Packing Co.*, 598 F.2d 491, 496 (9th Cir. 1979).

1. *This Court's Venue Jurisprudence Supports Placing the Burden With Galactic Empire, Inc.*

This Court's precedent has correctly led lower courts to place the burden on defendants to prove improper venue. *See, e.g.*, *Simon v. Ward*, 80 F. Supp. 2d 464, 467 (E.D. Pa. 2000) (applying the reasoning of *Leroy*, 443 U.S. at 180, 185). In *Simon*, the court was confronted with the need to determine the burden of proof for a Rule

12(b)(3) motion. *Id.* at 466. There, the court echoed the language of this Court, stating that "placing the burden on defendant seems proper, as venue rules are rules of convenience for defendants, and defendant therefore has a responsibility of asserting its privilege." *Id.* at 467; *see also Leroy*, 443 U.S. at 180, 185 (providing that venue is a "personal privilege of the defendant[,]" and that the "convenience of the defendant (but *not* of the plaintiff) -- may be" considered when determining the propriety of venue).

Building on this logic, the court opined that the defendant bears the responsibility to raise venue and holds the ability to waive it, pointing out how it would be non sequitur *not* to require defendants to "make an evidentiary showing that venue was improper to reap the benefits of dismissal or transfer." *Id.*; *see also Moore's Federal Practice* § 110.01 (2025) ("[V]enue rules involve a personal privilege, [and] the defendant has the burden of [raising] the venue question[.] It makes good sense to require a defendant who seeks dismissal of an action because of this personal privilege to establish the privilege.").

Generally, defendants are best positioned to carry this burden because they have access to relevant supporting evidence. *See Leroy*, 443 U.S. at 186; *Simon*, 80 F. Supp. 2d at 476. In *Leroy*, this Court identified the importance of where "the bulk of the relevant evidence" is accessible as an "important" and "relevant" factor in its venue analysis. *See Leroy*, 443 U.S. at 186. The court in *Simon* remained faithful to this direction in its holding that the burden to show improper venue properly rests with defendants, reasoning that the plaintiff in that case would face a potentially

"impossible" task in "obtain[ing] the personal addresses of the individual . . . defendants and thereby establish[ing] venue" under § 1391(b)(1). 80 F. Supp. 2d at 467 n.6. Therefore, placing the burden on the defendants made practical sense because they had ready access to the pertinent, personal addresses, meaning only a "simple showing" would be needed to prove that venue was improper. *Id.*

Here, Galactic Empire, Inc. should bear the burden of proving that Alderaan is an improper venue pursuant to its Rule 12(b)(3) motion. As this Court has stated, venue is a "personal privilege[] of the defendant." *Leroy*, 443 U.S. at 180. Galactic Empire, Inc. has invoked that privilege but offered no evidence to support dismissal. R. at 21a. Because "venue rules are rules of convenience for" Galactic Empire, Inc., it must shoulder the "responsibility of asserting its privilege." *See Simon*, 80 F. Supp. 2d at 467. After all, "[i]t makes good sense to require a defendant who seeks dismissal of an action because of this personal privilege to establish the privilege." *Moore's Federal Practice* § 110.01 (2025).

Placing the evidentiary burden with Galactic Empire, Inc. is not only legally sound but also practically superior. In *Simon*, the court recognized that showing improper venue was, from an evidentiary standpoint, more practical for defendants. 80 F. Supp. 2d at 467 n.6. The same is true here. Galactic Empire, Inc. had been launching construction materials to the DS-1 for years, making six launches to the DS-1 in the month of its destruction alone. R. at 12a. To accomplish this, Galactic Empire, Inc. needed knowledge of the DS-1's location. Take, for instance, the International Space Station (ISS). Flight controllers for the ISS track the "current

location, course, and potential collision risks with other objects in orbit." *Spot the Station*, NASA, https://www.nasa.gov/spot-the-station/#TRAJECTORY (last visited Oct. 29, 2025). The trajectory of the ISS is calculated multiple times a week, a necessary task for "maintaining communications links and planning visiting spacecraft rendezvous." *Id.*

Surely, Galactic Empire, Inc. must have known where the DS-1 was located, given that it was making multiple launches a week to supply construction materials. *See* R. at 12a. This would mean that the "bulk of the relevant evidence" as to where the DS-1 was when it exploded would be with Galactic Empire, Inc. *See Leroy*, 443 U.S. at 186. Therefore, to demonstrate that Alderaan is not where a substantial part of the events giving rise to Mr. Solo's claim took place, Galactic Empire, Inc. would merely need to provide this data and make the necessary "simple showing," a burden that is not high and yet still was not met here. *See Simon*, 80 F. Supp. 2d at 467 n.6. The burden to demonstrate improper venue should rest accordingly.

2. *The Sixteenth Circuit Correctly Applied the Minority Approach to Assigning the Burden of Proving the Impropriety of Venue to Defendant, Adhering to the Distinction Between Jurisdiction and Venue.*

Courts that mistakenly place the venue burden on plaintiffs either offer no rationale to explain their holding or conflate venue with jurisdiction. *See, e.g.*, *Glasbrenner*, 417 F.3d at 355; *Tobien v. Nationwide Gen. Ins. Co.*, 133 F.4th 613, 619 (6th Cir. 2025). The Second Circuit, as evidenced by its decision in *Glasbrenner*, has offered little justification for placing this burden on the plaintiff. 417 F.3d at 355. The court quoted its own personal jurisdiction case, simply substituting the word venue

for personal jurisdiction and offering no further rationale for doing so. *Id.* (quoting *CutCo Indus. v. Naughton*, 806 F.2d 361, 364-65 (2d Cir. 1986)) (alterations in original) ("If the court chooses to rely on pleadings and affidavits, the plaintiff need only make a *prima facie* showing of [venue]. But if the court holds an evidentiary hearing . . . the plaintiff must demonstrate [venue] by a preponderance of the evidence."). In *Tobien*, the Sixth Circuit provided some rationale for this approach. It imposed the evidentiary burden onto the plaintiff because the "same burden-shifting framework applies to motions to dismiss for lack of personal jurisdiction." 133 F.4th at 619. The court reasoned that "venue and personal jurisdiction are closely related concepts in their application" and that it therefore "makes sense" to require the "plaintiff [to] bear[] the burden of proving" the "personal privileges of the defendant." *Id.*

Regardless, the distinction between venue and jurisdiction permits properly placing the evidentiary burden to sustain a venue motion on the defendant. *See Myers*, 695 F.2d at 724. In *Myers*, the Third Circuit recognized the problem with conflating jurisdiction and venue, stating that "[t]he venue issue, therefore, unlike the jurisdictional issue, is not whether the court has authority to hear the case but simply where the case may be tried." *Id.* In assigning the burden to the movant-defendant, the court held that "'it is not necessary [as contrasted with jurisdiction] for the plaintiff to include allegations showing the venue to be proper' [so it] logically follows therefore that on a motion for dismissal for improper venue under Rule 12 the movant has the burden of proving the affirmative defense asserted by it." *Id.* (quoting

Fed. R. Civ. P. Form 2, Advisory Committee note 3). It was of the utmost importance to the court that shifting "the burden of proof to the plaintiff on this basis is without merit or authority." *Id.* at 724 n.7; *see also Wheatley v. Phillips*, 288 F. Supp. 439, 440 (W.D.N.C. 1964) ("The distinction between jurisdiction and venue is of hornbook importance and cannot be overemphasized.").

This Court should not apply the Second and Sixth Circuits' approach because it rests on unreasoned analogy rather than principled analysis. As both *Glasbrenner* and *Tobien* demonstrate, the majority approach conflates the distinct doctrines of personal jurisdiction and venue. In *Tobien*, even though the court recognized that venue was a privilege of the defendant, it applied a burden-shifting approach to venue solely because it had been used in the context of personal jurisdiction, forcing the plaintiff to prove the "personal privileges of the defendant." 133 F.4th at 619. Likewise, *Glasbrenner* merely substituted the word "venue" for "personal jurisdiction" in its quoted rationale, offering no original reasoning of its own. 417 F.3d at 355. This Court should not fall for the smoke and mirrors of the majority's approach to assigning this burden. As a wise leader once warned, "it's a trap!" *Star Wars: Episode VI – Return of the Jedi*, Amazon Prime, at 2:06:00 (20th Century Fox 1983).

Instead, the Sixteenth Circuit correctly recognized that the Third Circuit's approach faithfully applies the vital distinction between jurisdiction and venue in holding that the burden to sustain a venue motion properly rests with the defendant. In *Myers*, the Third Circuit correctly stated that "[t]he venue issue . . . unlike the jurisdictional issue, is not whether the court has authority to hear the case but simply

where the case may be tried." 695 F.2d at 724. The court recognized the nature of a Rule 12(b)(3) motion as an affirmative defense, and that plaintiffs, unlike in a jurisdictional challenge, were not required to make a showing of propriety on the issue of venue. *Id.* The reasoning from *Myers* should be adopted by this Court. It offers more than the circular reasoning repeatedly offered by the majority in recognizing that "[t]he distinction between jurisdiction and venue is of hornbook importance[.]" *Wheatley*, 288 F. Supp. at 440. Therefore, this Court should adopt the minority approach and place the burden of proof on Galactic Empire, Inc.—a burden it plainly has not met.

B. Alderaan, Not California, Satisfies § 1391(b)(2) Because a Substantial Part of the Events Giving Rise to Mr. Solo's Claim Occurred in Alderaan's Airspace.

For a district to meet the "substantial part" requirement of § 1391(b)(2), "significant events or omissions material to the plaintiff's claim must have occurred in the district in question, even if other material events occurred elsewhere[.]" *Glasbrenner*, 417 F.3d at 357. While § 1391(b)(2) is construed strictly, it is not intended to create venue gaps. *See id.*; *Brunette Mach. Works, Ltd. v. Kockum Indus., Inc.*, 406 U.S. 706, 710 n.8 (1972). And, consistently, while a forum need not be the "best venue" to maintain its propriety, it remains proper "as long as a 'substantial part' of the underlying events took place in those districts." *See Bates v. C & S Adjusters*, 980 F.2d 865, 867 (2d Cir. 1992); *Daniel v. Am. Bd. of Emergency Med.*, 428 F.3d 408, 432 (2d Cir. 2005).

This Court should affirm the Sixteenth Circuit's holding that venue was

properly exercised in the District of Alderaan. Allowing venue to be properly exercised *only* in California would be misplaced. While terrestrial activity related to Mr. Solo's claims occurred there, limiting venue to California would create multiple venue gaps. In fact, California fails even to satisfy § 1391(b)(2) because no *substantial* events giving rise to Mr. Solo's claim occurred there. Alderaan, by contrast, meets the "substantial part" test under current airspace-venue jurisprudence. Therefore, the holding of the Sixteenth Circuit was proper.

1. *Allowing Venue in California Would Undermine Venue Principles That Underlie § 1391 and Improperly Draw Mr. Solo's Claims Into That Forum.*

This Court should not confine proper venue to California. Doing so would constrain not only multiparty litigation, regardless of its ties to outer space, but would harshly foreclose claims arising from purely extraterrestrial conduct. *See generally Brunette*, 406 U.S. at 710 n.8. And critically, California does not satisfy § 1391(b)(2), rendering this limitation untenable. *See generally Tobien*, 133 F.4th at 623; *Woodke v. Dahm*, 70 F.3d 983, 985-86 (8th Cir. 1995).

i. Permitting proper venue in California alone would impose significant venue limitations in future outer-space based litigation and in multiparty suits.

Congress has previously manifested its general intent to avoid venue gaps by amending the general venue statute. *See Brunette*, 406 U.S. at 710 n.8. In *Brunette*, this Court recognized a venue gap that arose in cases with multiple plaintiffs and defendants under a prior general venue statute. *Id.* The prior statute fixed venue "at the residence of the defendant, or in diversity cases at the residence of the plaintiff

as well." *Id.* This Court observed that, under this statute, if plaintiffs or defendants "resided in different districts, then there was no proper venue." *Id.* This Court explained that "Congress acted to close the gap with a provision authorizing suit where 'the claim arose,' which in most cases provides a proper venue even in multiple-party situations," and drew from this action that "Congress does not in general intend to create venue gaps." *Id.* (citing Act of Nov. 2, 1966, Pub. L. No. 89-714, 80 Stat. 1111).

That same amendment also reflected Congress's concern with judicial efficiency in complex, multiparty litigation. *See id.* By broadening the bases for venue, Congress sought to avoid situations where a suit would be barred because no district satisfied both jurisdiction and venue requirements. *See id.* Avoiding venue gaps in multiparty situations was particularly important "[g]iven the judicial system's great concern with the efficient conduct of complex litigation," where "an important consideration . . . is whether a forum can meet the personal jurisdiction and venue requirements for most or all of the defendants in a multiparty lawsuit." *Delong Equip. Co. v. Wash. Mills Abrasive Co.*, 840 F.2d 843, 857 (11th Cir. 1988); *Brunette*, 406 U.S. at 710 n.8.

Here, limiting venue to California, solely because it is the only district where terrestrial activities occurred, would create a venue gap in scenarios where *all* substantial conduct occurred in outer space. In *Brunette*, this Court recognized Congress's exercise of its general intent to prevent venue gaps when it expanded the general venue statute to allow venue to lie "where the claim arose." *Id.* This Court

should continue to recognize Congress's general intent to avoid venue gaps here. If this Court chooses to name California as the only proper venue for Mr. Solo's claim, this Court will limit venue solely to terrestrial activity under 1391(b)(2).

However, with the growth of technology, space exploration, and traffic in the Earth's atmosphere, litigation of some issues may become limited for those that occur only in space. There are over 10,000 satellites currently orbiting Earth, some of which have been in orbit since the 1970s. *See* Stuart Clark, *A Satellite Collision Catastrophe is Now Inevitable, Experts Warn*, BBC (Oct. 6, 2024), https://www.sciencefocus.com/news/satellite-collisions-disaster. These satellites can—and already do—crash into each other at speeds of over 3,000 miles per hour, generating thousands of pieces of harmful debris. *Id.* If an inoperable satellite that has been in space for decades collides with another, similar satellite and causes damage to an in-flight spacecraft such as Mr. Solo's, a growing number of commercial space operations will be left without redress because no substantial event occurred on Earth, thus creating a venue gap. Therefore, this Court should not harshly foreclose venue by limiting its propriety to California in this case.

Additionally, this Court should refrain from contradicting the will of Congress and should not limit venue solely to California in consideration of the complexity of multiparty litigation. The concurrence below correctly recognized that Mr. Skywalker, Alianza Rebelde, and the Republic of Guatemala all have no contacts in the state of California that would enable the exercise of personal jurisdiction. R. at 55a. Therefore, limiting venue to California under § 1391(b)(2) would create venue

gaps and ignore "concerns with the efficient conduct of complex litigation" by forcing suits like Mr. Solo's to be litigated separately. *See Brunette*, 406 U.S. at 710 n.8; *Delong Equip. Co.*, 840 F.2d at 857.

ii. California fails to satisfy the statutory requirements of § 1391(b)(2).

Conducting business in a district does not automatically satisfy the "substantial part" test in § 1391(b)(2). *See Tobien*, 133 F.4th at 623. In *Tobien*, after asking "[h]ow does a case about a dog bite end up in federal court?" the Sixth Circuit held that the relevant canine capers were not properly litigated in Kentucky, where the plaintiff had filed, but in Ohio, where the bite occurred. *Id.* at 622. Assessing the plaintiff's choice of venue under § 1391(b)(2), the court found that "almost no facts supported venue in the Eastern District of Kentucky" and that "[t]he only facts that could even arguably support venue under § 1391(b)(2) were (a) [plaintiff's] residence in the Eastern District of Kentucky and (b) that [the insurance company] conducts business in that district." *Id.* "[T]hose facts [did] not qualify as a 'substantial part of the events or omissions giving rise to' this lawsuit[,]" and the court found that venue was instead proper under § 1391(b)(2) in the Southern District of Ohio, where the dog bite occurred. *Id.* at 623

Similarly, the presence of constructed materials in a judicial district does not fulfil the "substantial part" requirement. *See Woodke*, 70 F.3d at 985-86. In *Woodke*, the Eighth Circuit addressed proper venue in a trademark infringement claim under § 1391. *Id.* at 985. The plaintiff claimed that the defendant had passed his trailers off as his own and had circulated an advertisement showing a photograph of the

plaintiff's trailer but with "the registered trademark obscured," and identifying it instead as a trailer under the defendant's mark. *Id.* While the plaintiff claimed that all of the relevant trailers had been manufactured in Iowa, his chosen forum, the court found that [t]hese activities . . . ha[d] an insubstantial connection with the kinds of events that give rise to a claim." *Id.* The court reasoned that it was "true that manufacturing the trailers was a necessary event, in a causal sense, to an attempt to pass them off." *Id.* Still, however, the court did "not think that it [was] an event giving rise to [the plaintiff's] claim." *Id.* at 985-86.

California does not satisfy the "substantial part" test merely because it is where Galactic Empire, Inc. conducts business. Just as the dog bite in *Tobien* determined where the cause of action arose, the destruction of the DS-1 is the bite of Mr. Solo's case, anchoring venue where the damage occurred. *See* 133 F.4th at 623. Just as relevant here, it would make little sense to litigate the events arising from the destruction of the DS-1 in California merely because Galactic Empire, Inc. does business there. Therefore, California does not satisfy the "substantial part" test simply as a location in which Galactic Empire, Inc. conducts business.

Nor does California meet the "substantial part" test because construction materials for the DS-1 were launched there. In *Woodke*, the Eighth Circuit held that the manufacture of trailers in a judicial district, while "a necessary event in a causal sense" to the relevant claim, was not "an event" giving rise to it. 70 F.3d at 985-86. The same is true here of the materials launched out of California for the construction of the DS-1. While the launching of the construction materials for the DS-1 may be

"a necessary event in a causal sense" to the DS-1's construction and ultimate destruction, these launches did not give rise to the subsequent attack on the DS-1 itself. *See id.* Therefore, the fact that launches of construction materials occurred mainly in California, R. at 13a, does not mean it is where venue should be properly laid under § 1391(b)(2).

2. *This Court Should Extend Established Venue Principles from Airplane-Based Litigation to Torts Arising in Outer Space, Including the Claims Brought by Mr. Solo.*

Courts have routinely held that venue is proper in the airspace above a district where essential conduct elements of a crime occur. *See United States v. Lozoya*, 920 F.3d 1231, 1241 (9th Cir. 2019); *United States v. Williams*, 536 F.2d 810, 812 (9th Cir. 1976). In particular, the Ninth Circuit has stood by this principle for decades. In *Williams*, the court provided that "venue for conspiracy may be laid in a district through which conspirators have passed on their way to obtain contraband" and "[s]ince the navigable airspace above a district is as much a part of it as a highway running through it, the fact that [a] co-conspirator . . . flew over the district" was sufficient to establish venue. 536 F.2d at 182.

The court applied similar logic in *Lozoya*. In that case, "[t]he only essential conduct element [of an] assault occurred on an airborne airline flight[.]" *Lozoya*, 920 F.3d at 1239-41. As a result, the proper district was consistently with the principle that the "navigable airspace above [a] district is part of [that] district[,] the district above which the assault occurred." *Id.* In issuing this holding, the court remained dedicated to adhering to its previous airspace jurisprudence but invited "Congress

[to] enact a new statute" if it sought to broaden the holding of *Lozoya* beyond the airspace above the district in which the assault occurred. *Id.* at 1243. *See also United States v. Lozoya*, 982 F.3d 648, 657 (9th Cir. 2020) (en banc rehearing) (emphasis added) (permitting venue in the district where the plane landed and stating that "[t]he Constitution does not *limit* venue for in-flight federal crimes to the district sitting directly below a plane at the moment a crime was committed.").

Additionally, because venue in criminal cases is governed by comparable principles, these rules naturally inform § 1391(b)(2) analyses. *See, e.g.*, *United States v. Stinson*, 647 F.3d 1196, 1204 (9th Cir. 2011). Under the general criminal venue statute, 18 U.S.C. § 3237, venue is proper where "an 'essential conduct element' of the offense" occurs. *Id.* at 1204 (quoting *United States v. Rodrigues-Moreno*, 526 U.S. 275, 280 (1999)). This Court has previously differentiated a "circumstance element" from an "essential conduct element[,]" providing that "[v]enue is not proper when all that occurred in the charging district was a 'circumstance element.'" *Id. Compare id.*, *with* 28 U.S.C. § 1391(b)(2) (emphasis added) ("A civil action may be brought in . . . a judicial district in which a *substantial* part of the events or omissions giving rise to the claim occurred[.]").

Here, venue is proper in Alderaan because a substantial part of the events giving rise to Mr. Solo's claims occurred in the airspace above the district. The principle that the airspace above a district is a part of that district is a longstanding one. *See, e.g.*, *Williams*, 536 F.2d at 812. It is also a principle that easily traverses the boundary between civil and criminal venue analyses because both legal frameworks

consider essential, substantial events. *Compare Stinson*, 647 F.3d at 1204, *with* 28 U.S.C § 1391(b)(2). Here, like the defendant in *Williams*, 536 F.2d at 182, Mr. Skywalker flew through the airspace above Alderaan on his flight to destroy the DS-1, R. at 20a. Even more significantly, the DS-1 was in the airspace above Alderaan when it exploded, and Mr. Solo was also above Alderaan when the Millennium Falcon sustained the resulting damage. *Id.* These facts parallel the mid-flight assault that prompted the court's venue analysis in *Lozoya*, 920 F.3d at 1239-41, which was not foreclosed in the Ninth Circuit's rehearing in which the court chose not to "*limit*" venue to the district directly below the plane at the time the relevant crime occurred, *Lozoya*, 982 F.3d at 657 (emphasis added).

Accordingly, when all reasonable inferences and factual disputes are resolved in Mr. Solo's favor, as must be done as the non-moving party, a substantial part of the events giving rise to his claim occurred in the airspace above Alderaan. *See Petersen*, 715 F.3d at 279 (the court "must draw all reasonable inferences in favor of the non-moving party and resolve all factual conflicts in favor of the nonmoving party"). Venue is therefore proper in Alderaan under 28 U.S.C. § 1391(b)(2).

Additionally, no limitation has been imposed by Congress that would prohibit the extension of airspace-venue principles to orbital spacecraft. *See* Timothy G. Nelson, *Where Does Space Begin? The Decades-Long Legal Mission to Find the Border Between Air and Space*, SpaceNews, May 2019, at 27 ("To quote the U.S. State Department in a 2001 statement to the U.N.: Our position continues to be that defining or delimiting outer space is not necessary."). However, the failure by

Congress or the U.S. State Department to draw a line is not sustainable, as the use of space continues to grow. *See id.* This Court should not engage in line-drawing when the issue presses imminently upon the other branches of the federal government, especially when the principles expressed in *Lozoya* and *Williams* are extendible and provide a malleable solution. This Court could very well invite "Congress [to] enact a new statute[,]" concerning outer-space venue, and it *should* allow Congress to do so. *See Lozoya*, 982 F.3d at 648. Until then, this Court should extend established venue principles from airplane-based litigation to the claims brought by Mr. Solo. Under this standard, venue was properly exercised in Alderaan, meaning this Court should affirm the decision of the Sixteenth Circuit.

C. If This Court Should Find That the Requirements of § 1391(b)(2) Are Not Met, the Statute's Fallback Provision, § 1391(b)(3), Still Allows for Venue to Be Properly Exercised in Alderaan.

Even if this Court concludes that Alderaan does not meet the statutory requirements of § 1391(b)(2), venue would still be proper in Alderaan under § 1391(b)(3). And while "[t]he first two paragraphs of § 1391(b) define the preferred judicial districts for venue," venue may lie in "any judicial district in which any defendant is subject to the court's personal jurisdiction" if venue is not proper under the first two provisions.[4] *Atl. Marine Constr. Co.*, 571 U.S. at 56-57. Mr. Skywalker met the requirements of this fallback provision since he is subject to personal jurisdiction in Alderaan.

[4] This is uniquely different from the first two sections of § 1391(b), which do not rely on a jurisdictional analysis and therefore retain a clear distinction between venue and jurisdiction.

There are two types of personal jurisdiction, "general" and "specific." *Bristol-Myers Squibb Co. v. Superior Ct.*, 582 U.S. 255, 262 (2017). An individual is subject to general jurisdiction in their domicile. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011). "Specific jurisdiction is very different." *See Bristol-Myers Squibb Co.*, 582 U.S. at 262. Specific, rather than general, jurisdiction governs the relevant inquiry regarding Mr. Skywalker. This Court's precedent requires that, for specific jurisdiction to apply, "the suit must aris[e] out of or relat[e] to the defendant's contacts with the forum" relating to "the underlying controversy . . . that takes place in the forum State[.]" *Id.*

A defendant is subject to personal jurisdiction in a judicial district when it avails itself of that district's airspace. *See, e.g.*, *Olsen v. Gov't of Mexico*, 729 F.2d 641, 649 (9th Cir. 1984). In *Olsen*, a case arising out of a plane crash in California, the Ninth Circuit found "sufficient contacts to justify limited jurisdiction" when a Mexican plane "twice intentionally entered United States airspace [and] purposefully availed itself of the benefits of operating its aircraft over California." *Id.* Accordingly, the court held that the exercise of personal jurisdiction in California was "consistent with due process requirements." *Id.* at 651.

Mr. Skywalker is subject to personal jurisdiction—and thus venue—in Alderaan under § 1391(b)(3) because he entered the district's navigable airspace. As he was preparing to execute his attack on the DS-1, Mr. Skywalker entered the airspace above Alderaan. R. at 20a. Like the plane in *Olsen*, Skywalker became subject to personal jurisdiction when he "purposefully availed [himself] of the benefits

of operating [his] aircraft over [Alderaan]". *See* 729 F.2d at 649. To the extent that the location of Mr. Skywalker is in question, that factual dispute is once again resolved in favor of Mr. Solo. *See Petersen*, 715 F.3d at 279 (the court "must draw all reasonable inferences in favor of the non-moving party and resolve all factual conflicts in favor of the nonmoving party"). Therefore, should this Court find that § 1391(b)(3) applies, Alderaan is still a proper venue because Mr. Skywalker is subject to personal jurisdiction there.

Mr. Solo respectfully requests that this Court find that venue was properly exercised pursuant to § 1391(b)(2), or in the alternative, § 1391(b)(3), and that it affirm the decision of the Sixteenth Circuit.

II. THE COMMERCIAL SPACE LAUNCH ACTIVITIES ACT (CSLAA) WAS PROPERLY INTERPRETED AND APPLIED BY THE DISTRICT COURT OF ALDERAAN.

Having established that venue was properly exercised by the District Court for the District of Alderaan, this Court should affirm the Sixteenth Circuit's decision denying Galactic Empire, Inc. and the United States' renewed motion for judgment as a matter of law. Statutory analysis typically begins by assigning terms their ordinary meaning as understood at the time Congress enacted the statute. *Bostock v. Clayton Cnty.*, 590 U.S. 644, 654-55 (2020). If the text of the statute is unambiguous, this Court may end its analysis with the plain text and affirm its meaning. *See Robinson v. Shell Oil Co.*, 519 U.S. 337, 340-41 (1997).

However, statutory interpretation may extend beyond the text because the "rules of statutory interpretation exist to discover and not to direct the Congressional

will." *Huddleston v. United States*, 415 U.S. 814, 831 (1974). This Court may look to the legislative history and surrounding treaty obligations to further support its reading. *See Milner v. Dep't of the Navy*, 562 U.S. 562, 572 (2011). A jury's determination regarding proximate cause is reviewed only for a legally sufficient evidentiary basis under a Rule 50 motion and should not be disturbed in the absence of clear error.[5] *See Kim v. Am. Honda Motor Co.*, 86 F.4th 150, 159 (5th Cir. 2023).

The ordinary meaning of the CSLAA's plain terms is unambiguous in its broad scope and reduced causation requirements. Additionally, the text of the CSLAA reveals Congress's intent to have the statute apply to claims like Mr. Solo's and to require a lower standard of causation. However, even if this Court finds the text of the CSLAA ambiguous, support for its broad applicability and reduced causation requirements exists elsewhere. Still, even if this Court finds that both cause in fact and proximate causation are required in its interpretation of the CSLAA, both standards are met here.

A. The Text of the CSLAA and the Congressional Intent It Conveys Do Not Confine Claims Solely to Those Arising During a Launch or Reentry Event.

The Sixteenth Circuit correctly found that the CSLAA applies to Mr. Solo's claims through its interpretation of the term "activity." Here, 51 U.S.C. § 50915(a)(1) provides that the United States shall pay a "successful claim" asserted by third

[5] Galactic Empire, Inc. and the United States do not appear to challenge the presence of but-for causation. *See* R. at 36a (emphasis added) ("Appellants contend the district court should have granted their renewed motion under FRCP 50 because, as a matter of law, the Empire's negligence did not *proximately cause* the explosion.").

parties against a licensee that amounts in excess of the licensee's liability insurance or showing of financial responsibility "for death, bodily injury, or property damage or loss resulting from an activity carried out under the license[.]" 51 U.S.C. § 50915(a)(1).

The ordinary meaning of the words used in the CSLAA, like any statute, "accurately express[] the legislative purpose." *See Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 251 (2010). The legislative purpose to extend § 50915 beyond launches and reentries is ascertainable through the general dictionary definition of the word—activity—that Congress used. *See Intel Corp. Inv. Policy Comm. v. Sulyma*, 589 U.S. 178, 184 (2020) (providing that ordinary meaning is determined by examining dictionary definitions). Further, the unambiguous meaning of the term "activity" finds even more support in the legislative history and treaty obligations of the United States. While the court "need not rely" on these sources, "given the text's clarity . . . legislative history only supports" this interpretation. *See Mohamad v. Palestinian Auth.*, 566 U.S. 449, 459 (2012); *see also United States v. Dion*, 476 U.S. 734, 739 (1986) (considering treaty obligations alongside legislative history).

1. *By Its Plain Meaning, the Word Activity Encompasses the Factual Basis for Solo's Claim.*

Courts have routinely interpreted the word activity generally and as encompassing the general operations of an entity. *See Innovative Health Sys. v. City of White Plains*, 117 F.3d 37, 44 (2d Cir. 1997). The Second Circuit directly addressed the term in *Innovative Health Systems*. *Id.* There, the court addressed whether a city zoning board violated the Americans with Disabilities Act by denying building

permits for an outpatient drug- and alcohol-rehabilitation center that would have allowed the center to relocate. *Id.* at 40. Noting that the ADA did not "explicitly define . . . activities[,]" the court adopted the term's plain meaning: "a natural or normal function or operation." *Id.* at 44 (quoting *Webster's Third New International Dictionary* (1993)). In line with this definition, the court held that "the ADA . . . clearly encompass[ed] zoning decisions by the City because making such decisions is a normal function of a governmental entity." *Id.*

The use of "activity" plainly indicates that Congress intended § 50915 of the CSLAA to extend beyond the strict parameters of launches or reentries. The phrase "an activity" was explicitly added to § 50915 in 1988. *See* Commercial Space Launch Act Amendments of 1988, Pub. L. No. 100-657, 102 Stat. 3900. Common definitions of the term at the time included, "a normal function[,]" or "any specific action or pursuit." *Activity*, *Webster's New World Dictionary of American English* (3d ed. 1988). Such definitions align with the definition employed by the Second Circuit in *Innovative Health Systems* just five years later, in 1993. 117 F.3d at 44 (quoting *Webster's Third New International Dictionary* (1993)) (defining activity as "a natural or normal function or operation"). Like the court in *Innovative Health Systems*, this Court should interpret the same general term to be just that: general. *See id.* Construction and operation, not just launches and reentries specifically, are general, "normal functions," relating to commercial space activities, meaning that § 50915 should not be strictly limited to launches and reentries.

2. *Congress Intended for the CSLAA to Encompass a Wide Array of Claims.*

When Congress uses language in one statutory provision but varies from that usage in other parts of the statute, courts give meaning to this variation. *See Sw. Airlines Co. v. Saxon*, 596 U.S. 450, 457-58 (2022). This Court has employed the "meaningful-variation canon" many times. *See, e.g.*, *Med. Marijuana, Inc. v. Horn*, 604 U.S. 593, 604 (2025). The meaningful variation canon provides that "where [a] document has used one term in one place, and a materially different term in another, the presumption is that the different term denotes a different idea." *Saxon*, 596 U.S. at 457 (quoting A. Scalia & B. Garner, *Reading Law* 170 (2012)).

This Court has used the meaningful variation canon to assign broad authority to statutory text. While employing this canon in *Saxon*, this Court recognized that "Congress use[s] 'more open-ended formulations' like 'affecting' or "'involving' . . . to signal 'congressional intent to regulate to the outer limits of authority[.]'" *Id.* In making this observation, the court noted that, "Congress use[s] a 'narrower' phrase . . . when it want[s] to regulate short of [relevant] limit[ations]" *Id.* (quoting *Cir. City Stores, Inc. v. Adams*, 532 U.S. 105, 115-116, 118 (2001)).

In ascertaining congressional intent, courts also look to preambular phrases to determine overall statutory context. *See Cooper v. FAA*, 622 F.3d 1016, 1020 (9th Cir. 2010). In *Cooper*, the Ninth Circuit addressed the meaning of the term "actual damages" under the Privacy Act. *Id.* at 1027. In doing so, the court looked to "several sources manifesting the Act's overall objective" and "noted the Act's preambular statement of purpose[.]" *Id.* at 1020. Given that "Congress used its keys and opened

that door" to "expressly [give] plaintiffs the right to sue the government for actual damages," in these opening statutory remarks, the court found that the term "actual damages" allowed for the recovery of multiple types of damages. *Id.* at 1021.

Here, explicit use of the terms "launch" and "reentry" in other provisions of the CSLAA confirms that Congress chose to employ the more general term, "activity," in § 50915. In § 50909 of the CSLAA, Congress painstakingly articulated a limitation on the section through the explicit use of "launch" and "reentry" through its statement that "[t]he Secretary of Transportation may prohibit, suspend, or end immediately the *launch* of a launch vehicle . . . or *reentry* of a reentry vehicle, licensed under this chapter if the Secretary decides the *launch* [or] *reentry* is detrimental to the public health and safety[.]" 51 U.S.C. § 50909 (emphasis added). The "different term[s]" of launch and reentry "denote[] a different idea" from the broader term, activity. *See Saxon*, 596 U.S. at 457-58. This Court should continue to apply its reasoning from *Saxon* in not only holding that Congress employs different words to impose different meanings, but also that "more open-ended formulations" like activity "signal 'congressional intent to regulate to the outer limits of authority[.]'" *Id.* As a more general word, "activity" denotes a broader intent to regulate under the *Saxon* precedent, further demonstrating the comprehensive coverage of § 50915.

The preambular text of the CSLAA also makes clear that Congress intended the CSLAA to apply broadly. Similar to the preambular phrases in *Cooper*, Congress has "used its keys and opened [the] door" to a broad application of § 50915 through its opening remarks in the original 1984 CSLAA. *See* 622 F.3d at 1021. The enacting

Congress of the CSLAA referred to "associated services" in its discussion of launches and stressed safety in its preambular sections. Commercial Space Launch Act, Pub. L. No. 98-575, 98 Stat. 3055 (1984). Further, the findings and purposes of the CSLAA explicitly state the importance of commercial activity in space. *See* 51 U.S.C. § 50901. Congress would not employ such broad terms and emphasize safety and commercial growth if it did not intend to provide expansive protection to commercial space ventures. Especially since the space industry wants "regulatory certainty without . . . burdens that are going to strangle innovation." Jason Krause, *The Outer Space Treaty Turns 50. Can It Survive a New Space Race?*, 103 APR A.B.A. J. 44, 46 (2017). After all, it would be contrary to the CSLAA's "overall objective," *see Cooper*, 622 F.3d at 1021, to send private spacecraft into the galaxy with nothing more than a simple "may the force be with you[,]" *Star Wars: Episode IV – A New Hope*, Amazon Prime, at 1:43:00 (20th Century Fox 1977).

3. *Comprehensive Coverage Under the CSLAA is Consistent With the United States' Treaty Obligations.*

Absent an explicit congressional intent to the contrary, statutes are read consistently with and in adherence to international law. *See Ma v. Ashcroft*, 257 F.3d 1095, 1114 (9th Cir. 2001). This Court has recognized this principle, known as the "Charming Betsy" canon, for centuries. *See, e.g.*, *Murray v. Schooner Charming Betsy*, 6 U.S. (2 Cranch) 64, 118 (1804). The canon "requires that [courts] generally construe Congressional legislation to avoid violating international law." *Ma*, 257 F.3d at 1114; *see also Bennett v. Islamic Republic of Iran*, 618 F.3d 19, 23-24 (9th Cir. 2010) (quoting *Cook v. United States*, 288 U.S. 102, 120 (1933)) ("A treaty will not be deemed to have

been abrogated or modified by a later statute unless such purpose on the part of Congress has been clearly expressed.").

Even if this Court looks beyond the plain language of the text, a broad interpretation of § 50915 is consistent not only with the CSLAA's instruction to carry out its provisions in accordance with international law, but also with the treaties that set forth those same requirements. The CSLAA provides clear direction: it is to be carried out "consistent with an obligation the United States Government assumes in a treaty, convention, or agreement in force between the Government and the government of a foreign country." 51 U.S.C. § 50919(e)(1). This Court need not "construe" this legislation to "avoid violating international law." *See Ma*, 257 F.3d at 1114. Congress has done the opposite of "clearly express[ing]" an abrogation of international law; it has instead directed that it be followed. *See Bennett*, 618 F.3d at 23-24.

And, here, the Outer Space Treaty directs the broad application of § 50915. The Outer Space Treaty requires "continuing supervision" of "[t]he activities of non-governmental entities." Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, art. IV., Jan. 27, 1967, 18 U.S.T. 2410. In fact, "[l]icensing by federal agencies is how the United States satisfies its treaty obligations to authorize and continually supervise the space activities of non-government entities." Thomas J. Herron, *Deep Space Thinking: What Elon Musk's Idea to Nuke Mars Teaches Us about Regulating the "Visionaries and Daredevils" of Outer Space*, 41 Colum. J. Envtl. L. 553, 585

(2016). If the meaning of "activity" were limited to only launches and reentries, continuing supervision would be impossible, and the United States' treaty obligations would be unmet. Accordingly, this Court should interpret the term broadly and find that it extends beyond launches and reentries specifically.

As a matter of law, the Sixteenth Circuit therefore correctly applied the CSLAA, and its decision should be affirmed.

B. Nothing in the CSLAA Supports Imposing Any Causation Standard Beyond But-For Causation.

In interpreting the CSLAA to require mere but-for causation, this Court, as with all statutes, is "entitled to assume statutory terms bear their ordinary meaning." *Niz-Chavez v. Garland*, 593 U.S. 155, 163 (2021). This Court has warned against interpretations that render any part of a statute superfluous. *See Mackey v. Lanier Collection Agency & Serv.*, 486 U.S. 825, 837 (1988) (discussing the rule against surplusage). Consistent with its prior precedents, this Court may look to similarly worded statutes to ensure that every clause and word of the statute is given effect. *See Morales v. TWA*, 504 U.S. 374, 383 (1992); *Mackey*, 486 U.S. at 837. Finally, if this Court is not satisfied with the clarity of the text itself, it may look to the legislative history and the United States' treaty obligations to confirm Congress's intent. *See Mohamad*, 566 U.S. at 459; *see also Dion*, 476 U.S. at 739 (considering treaty obligations as well as legislative history).

Here, the use of "resulting from" in § 50915, which provides for "payment by the United States Government of a successful claim . . . for death, bodily injury, or property damage or loss resulting from an activity carried out under the license[,]"

plainly reflects Congress's intent to require a lesser causation standard, does not render the phrase "successful claim" surplusage, and is in lockstep with international law. Additionally, giving effect to the CSLAA's plain text does not leave any provision without meaning.

1. *The Plain Language of the Text Is Clear and Unambiguous: "Resulting From" Requires Mere But-For Causation.*

Courts have routinely found that the plain meaning of the term "resulting from" demonstrates plain congressional intent to require only but-for causation. *See, e.g.*, *Burrage v. United States*, 571 U.S. 204, 210-11 (2014). This Court recognized in *Burrage* that "[a] thing 'results' when it '[a]rise[s] as an effect, issue, or outcome from some action, process, or design.'" *Id.* (quoting *The New Shorter Oxford English Dictionary* (1993)). Relying on the plain meaning of "results," this Court found that "'[r]esults from' imposes, in other words, a requirement of actual causality" and how this typically "requires proof 'that the harm would not have occurred' in the absence of—that is, but for—the defendant's conduct." *Id.* (citations omitted).

This Court should look no further than the effects of its own precedent: the phrase "resulting from," as used in § 50915 of the CSLAA, requires only but-for causation. This Court recently assigned but-for causation to the unqualified use of "results" in *Burrage*. *Id.* Shortly after the *Burrage* decision, the Federal Circuit quoted and applied this Court's reasoning in taking the small step of extending this interpretation to the phrase "resulting from." *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023).

The same reasoning extends to § 50915. The Federal Circuit, in *Spicer,*

directly relied on this Court's reading in holding the same. *Id.* The court found the statutory use of the phrase "resulting from" to be determinative in finding that "Congress specifically invoked but-for causation." *Id.* The court reasoned that "[t]his phrase has no qualifiers or exceptions." *Id.* "No textual or contextual indication dictates a narrower interpretation of 'resulting from' than but-for causality." *Id.* (citing *Burrage*, 571 U.S. at 212).

A claim may be successful on mere but-for causation when the statute provides for a limited standard of causation. *See CSX Transp., Inc. v. McBride*, 564 U.S. 685, 691-92 (2011). In *McBride*, this Court found that the phrase "resulting in whole or in part from [carrier] negligence" required mere but-for causation for a successful claim under the Federal Employers' Liability Act. *Id.* at 688. "[T]he Act did not incorporate 'proximate cause' standards developed in nonstatutory common-law tort actions" due to "the breadth of the phrase 'resulting in whole or in part from.'" *Id.* at 691-92. Therefore, this Court required a "relaxed" standard of causation to honor the statutory text. *Id.* at 695. *See also Jones v. United States*, 936 F.3d 318, 322 (5th Cir. 2019) (applying the *McBride* holding to the Jones Act, which governs employer liability to seamen, stating "[t]his standard is identical to that of the Federal Employers' Liability Act, 45 U.S.C. § 51, so 'FELA case law applies to Jones Act cases'").

Similarly, this Court's precedent explicitly provides that requiring but-for causation under § 50915 would not render the phrase "successful claim" meaningless surplusage. Both the concurrence and dissent below expressed concerns that

requiring but-for causation would render the phrase "successful claim" meaningless. *See, e.g.*, R. at 57a. However, the concerns of both the dissent and concurrence below are refuted by this Court's precedent. In *McBride*, this Court unequivocally allowed for a successful claim under FELA based on mere but-for causation, triggered by none other than the word "resulting." 564 U.S. at 688. More persuasively, lower courts have not limited the *McBride* holding merely to FELA. *See Jones*, 936 F.3d at 322 (applying the *McBride* holding to the Jones Act). This Court should follow suit in respect to § 50915. Congress employed the clearly intentioned phrase, "resulting from," in § 50915 to only require but-for causation, a phrase it has used—with the same meaning—in tandem with "successful claim." *See McBride*, 564 U.S. at 688.

2. *Reading the CSLAA to Impose Only But-For Causation Is Consistent With the United States' Treaty Obligations.*

Like statutes, courts interpret treaties according to their ordinary meaning. *See GE Energy Power Conversion Fr. SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432, 439 (2020) ("The interpretation of a treaty, like the interpretation of a statute, begins with its text."); *Water Splash, Inc. v. Menon*, 581 U.S. 271, 276 (2017) ("In interpreting treaties, we begin with the text of the treaty and the context in which the written words are used."); *Sumitomo Shoji Am. v. Avagliano*, 457 U.S. 176, 180 (1982) ("The clear import of treaty language controls[.]"). And this Court has reached this conclusion in alignment with international law. Vienna Convention on the Law of Treaties, art. 31(1), May 23, 1969, 1155 U.N.T.S. 331 (1969) ("A treaty shall be interpreted in good faith in accordance with the ordinary meaning to be given to the terms of the treaty in their context and in the light of its object and purpose.").

Here, the Outer Space Treaty and the Liability Convention do not require heightened causation standards. Both the Outer Space Treaty and the Registration Convention call on signatories to "bear international responsibility for national activities in outer space[,]" but neither defines responsibility. *See* Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, *supra*, at art. IV; Convention on Registration of Objects Launched into Outer Space, Jan. 14, 1975, *preamble*, 28 U.S.T. 695. Therefore, the word is defined by its plain terms. *See Avagliano*, 457 U.S. at 180; Vienna Convention on the Law of Treaties, *supra*, at art. 31(1). At the time of the Outer Space Treaty's enactment in 1967, and shortly before the Registration Convention's passage in 1974, responsibility was plainly understood to mean "[t]he obligation to answer for an act done, and to repair any injury it may have caused." *Responsibility*, *Black's Law Dictionary* (4th ed. 1968).

Similarly, the Liability Convention, signed in 1972, frequently uses the term "fault" in the context of the launch of space objects but fails to provide a clear definition of it. *See, e.g.*, International Liability for Damage Caused by Space Objects, art. III, Mar. 29, 1972, 24 U.S.T. 2389. *See also* Marc S. Firestone, *Problems in the Resolution of Disputes Concerning Damage Caused in Outer Space*, 59 Tul. L. Rev. 747, 753 (1985) (discussing the absence of a definition for "fault" in the liability convention). Fault, as defined at the time of signing, meant "an error or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude; any shortcoming, or neglect of care or performance resulting from inattention, incapacity,

or perversity[.]" *Fault*, *Black's Law Dictionary* (4th ed. 1968).

Both "responsibility" and "fault" employ general terms in their plain meanings. "*Any* injury" from "*an* act," and "*any* deviation" or "*any* shortcoming" speak broadly, containing no indication that the Outer Space Treaty, Registration Convention, or the Liability Convention contain an intent to limit claims to only those that show but-for *and* proximate causation. *See Fault*, *Black's Law Dictionary* (4th ed. 1968) (emphasis added); *Responsibility*, *Black's Law Dictionary* (4th ed. 1968) (emphasis added). Instead, these broad meanings indicate an intent to allow a wider range of successful claims. As a result, this Court should affirm the Sixteenth Circuit's holding and find, as a matter of law, that the CSLAA requires only but-for causation.

C. Even Assuming Arguendo That the CSLAA Does Not Apply or That It Demands Proximate Cause, the Common Law Requirements of Foreseeability Are Fully Met Here.

Even if this Court finds that the CSLAA either does not apply, rendering common law principles of proximate cause applicable to Mr. Solo's claim, or that the CSLAA requires proximate cause itself, this standard is fully met here. Under common law, a plaintiff must typically demonstrate both but-for causation and proximate cause. *Aegis Ins. Servs. v. 7 World Trade Co., L.P.*, 737 F.3d 166, 178 (2d Cir. 2013); *see also Exxon Co. v. Sofec*, 517 U.S. 830, 839 (1996) (permitting examination of state law and other sources to ascertain a definition of proximate cause). "Proximate cause is causation substantial enough and close enough to the harm to be recognized by law, but a given proximate cause need not be, and frequently

is not, the exclusive proximate cause of harm." *Sosa v. Alvarez-Machain*, 542 U.S. 692, 704 (2004).

An intervening superseding cause cuts the proximate causal chain where the "injury was actually brought about by a later cause of independent origin that was not foreseeable[,]" despite the defendant's substantially contributing negligence. *Sofec*, 517 U.S. at 837. "[I]ssues of proximate causation and superseding cause involve application of law to fact, which is left to the factfinder, subject to limited review[.]" *See id.* at 840-41. As such, this jury's finding of proximate cause should not be disturbed.

1. *The Destruction of the Death Star Was Foreseeable Given Its Negligent Design and Highly Threatening Nature.*

Foreseeability exists where the intervening act reflects the kind of behavior that a recognizable percentage of the population could be expected to exhibit. *See Gaines-Tabb v. ICI Explosives, USA, Inc.*, 160 F.3d 613, 621 (10th Cir. 1998). In *Gaines-Tabb*, the court addressed a suit against fertilizer manufacturers whose products had been used in an Oklahoma City bombing. *Id.* at 618. The plaintiffs were unable to "state a claim of negligence . . . because . . . the defendants' conduct was not the proximate cause of their injuries[.]" The court arrived at this conclusion by applying a test from the Second Restatement of Torts, which provided that an intervening cause would not sever proximate causation when a "recognizable percentage of the population" would have also been able to carry out the bombing. *Id.* at 621 (citing Restatement (Second) of Torts § 302B, cmt. d (A.L.I. 1965)). The court found that the causal chain was broken because "acquiring the correct ingredients

(many of which are not widely available), mixing them properly, and triggering the resulting bomb" was so difficult and "only a small number of persons would be able to carry out [the] crime[.]" *Id.*

Additionally, an original wrongdoer is not protected from liability where its negligence foreseeably caused the injury at issue. *See Worthington v. United States*, 21 F.3d 399, 407 (11th Cir. 1994). In *Worthington*, the Eleventh Circuit addressed an airplane crash that had occurred during inclement weather conditions. *Id.* at 399-400. The court ruled that pilot error did not cut the proximate causal chain with the government's negligence because the pilot "did not have the best possible weather information when he reached decision height because of a series of imprecise communications combined with an absence of communication." *Id.* at 237 n. 11. Therefore, the court concluded that the crash was "reasonably foreseeable as a result of the government's negligent failure to provide up-to-date weather information[,]" because "the government was the original wrongdoer whose negligence set in motion the entire chain of events which finally culminated in the tragic crash." *Id.* at 407.

The expansion of space exploration and multinational launch capabilities demonstrates a widespread capacity for self-help in response to the threat posed by the DS-1. "Almost every nation on Earth has some sort of presence in space[.]" Krause, *supra*, at 46. Equipped with a high-powered "superlaser," the DS-1 was viewed by many as a weapon of mass destruction. R. at 59a. Such a device was viewed as having "high destructive potential against humans[,]" meaning that it was "likely to be classified as a weapon of mass destruction." *See* Herron, *supra*, at 587 n.225.

The dissent below argues that, in light of this perceived threat, self-help in this context would be limited to monetary sanctions and other peaceful enforcement methods. *See* R. at 80a. This is not the case. The article cited by the dissent goes on to suggest that there are "limited ways by which to protect" signatories of the Outer Space Treaty and that, due to the "treaty's lack of enforcement mechanisms[,]" countries "must be ready to fight in space." Clayton J. Schmitt, Note, *The Future is Today: Preparing the Legal Ground for the United States Space Force*, 74 U. Miami L. Rev. 563, 588 (2020).

Countries around the world are prepared to do just that. Not only are different nations growing their presence in outer space, but they are also capable of carrying out a launch against the DS-1. Almost *every* country has the necessary gross domestic product to achieve a $2 billion space launch. R. at 64. Unlike the fertilizer bombs in *Gaines-Tabb*, here a recognizable percentage of the global population could act in opposition to the DS-1. *Cf.* 160 F.3d at 621. The "recognizable percentage of the population" test provided by the Second Restatement of Torts, and cited by *Gaines-Tabb*, is surely met by the ability of almost every country in the world, and is also contrastable with the ability of one person to assemble a complex explosive. *See id.*

The negligent design of the DS-1 makes the actions of Mr. Skywalker even more foreseeable. In *Worthington*, the Eleventh Circuit also found that a pilot's actions did not amount to an intervening, superseding cause where the "government's negligence was ever present" in contributing to a plane crash. 21 F.3d at 407. This Court should do the same. Regardless of the pilot here, Mr. Skywalker, Galactic

Empire, Inc.'s negligence was "ever present" in the fundamental design flaw of the DS-1. The design flaw was something Galactic Empire, Inc. failed to uncover for five years and, further, recognized as something that could be disseminated to those with "the means and desire to take advantage of the design flaw." *See* R. at 3a, 13a. The risk was recognizable, "ever present," and, ultimately, left to manifest by Galactic Empire, Inc. *See Worthington*, 21 F.3d at 407.

2. *The Jury's Finding of Proximate Cause Is Subject to Limited Review and Should Not Be Disturbed by This Court.*

Even if there is tension in a jury's finding of proximate cause, it is reversible only where there is an apparent and exceptional error. *See Sofec*, 517 U.S. at 840-41. In *Sofec*, this Court recognized that "[t]he issues of proximate causation and superseding cause involve application of law to fact, which is left to the factfinder, subject to limited review." *Id.* This Court further held that the decision of the fact finder is reversible only where there is an "obvious and exceptional showing of error." *Id.* at 841. In applying these standards, this Court found that the presence of "tension in the various findings made by the courts below" did not amount to "an 'obvious and exceptional showing of error' . . . that would justify . . . reversal" especially given "a 3-week trial and review of a lengthy and complex record." *Id.*

This Court should not disturb the jury's finding that Galactic Empire, Inc.'s negligent design of the DS-1 proximately caused the explosion that resulted in Mr. Solo's injuries. The jury had a strong basis for finding proximate cause, far from an "obvious and exceptional showing of error." *See id.* The capabilities of almost every nation in the world to conduct a launch like the Alianza Rebelde did with Mr.

Skywalker, alongside the negligent design of the DS-1, provided an adequate basis for this finding. And the jury navigated the "lengthy and complex" nature of Mr. Solo's suit in finding that Mr. Skywalker did not sever proximate causation. *See id.* Under this Court's precedent, the presence of "tension" in this finding is also insufficient to overturn it. *See id.* Therefore, if this Court determines that Mr. Solo is required to show proximate cause, it should not disturb the jury's affirmative answer that he met this burden, and it should affirm the Sixteenth Circuit's decision.

Mr. Solo respectfully requests that this Court find that the CSLAA was properly applied to the present claims and that it requires mere but-for causation, or, in the alternative, that any heightened causation standards were met here. As a result, this Court should affirm the decision of the Sixteenth Circuit.

CONCLUSION

For the foregoing reasons, this Court should affirm the judgment of the United States Court of Appeals for the Sixteenth Circuit.

Dated: November 17, 2025

Respectfully submitted,

Team 11
Counsel for Respondent

APPENDIX

Statutory Provisions

Section 1391 of Title 28 of the United States Code provides:

> (a) **Applicability of Section.**—Except as otherwise provided by law—
> (1) this section shall govern the venue of all civil actions brought in district courts of the United States; and
> (2) the proper venue for a civil action shall be determined without regard to whether the action is local or transitory in nature.
>
> (b) **Venue in General.**—A civil action may be brought in—
> (1) a judicial district in which any defendant resides, if all defendants are residents of the State in which the district is located;
> (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated; or
> (3) if there is no district in which an action may otherwise be brought as provided in this section, any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action.
>
> 28 U.S.C. § 1391.

Section 50915 of Title 51 of the United States Code provides in pertinent part:

> (a) **General Requirements.—**
> (1) To the extent provided in advance in an appropriation law or to the extent additional legislative authority is enacted providing for paying claims in a compensation plan submitted under subsection (d) of this section, the Secretary of Transportation shall provide for the payment by the United States Government of a successful claim (including reasonable litigation settlement expenses) of a third party against a person described in paragraph (3)(A) resulting from an activity carried out under the license issued or transferred under this chapter for death, bodily injury, or property damage or loss resulting from an activity carried out under the license. However, claims may be paid under this section only to the extent the total amount of successful claims related to one launch or reentry—

(A) is more than the amount of insurance or demonstration of financial responsibility required under section 50914(a)(1)(A) of this title; and
(B) is not more than $1,500,000,000 (plus additional amounts necessary to reflect inflation occurring after January 1, 1989) above that insurance or financial responsibility amount.

51 U.S.C. § 50915.

Federal Rules of Civil Procedure

Federal Rule of Civil Procedure 12 provides in pertinent part:

(b) **How to Present Defenses.** Every defense to a claim for relief in any pleading must be asserted in the responsive pleading if one is required. But a party may assert the following defenses by motion:
(1) lack of subject-matter jurisdiction;
(2) lack of personal jurisdiction;
(3) improper venue;
(4) insufficient process;
(5) insufficient service of process;
(6) failure to state a claim upon which relief can be granted; and
(7) failure to join a party under Rule 19.

Fed. R. Civ. P. 12(b).

Federal Rule of Civil Procedure 50 provides in pertinent part:

(a) **Judgment as a Matter of Law.**
(1) *In General.* If a party has been fully heard on an issue during a jury trial and the court finds that a reasonable jury would not have a legally sufficient evidentiary basis to find for the party on that issue, the court may:
(A) resolve the issue against the party; and
(B) grant a motion for judgment as a matter of law against the party on a claim or defense that, under the controlling law, can be maintained or defeated only with a favorable finding on that issue.
(2) *Motion.* A motion for judgment as a matter of law may be made at any time before the case is submitted to the jury. The motion must specify the judgment sought and the law and facts that entitle the movant to the judgment.

(b) **Renewing the Motion After Trial; Alternative Motion for a New Trial.** If the court does not grant a motion for judgment as a matter of law made under Rule 50(a), the court is considered to have submitted the action to the jury subject to the court's later deciding the legal questions raised by the motion. No later than 28 days after the entry of judgment—or if the motion addresses a jury issue not decided by a verdict, no later than 28 days after the jury was discharged—the movant may file a renewed motion for judgment as a matter of law and may include an alternative or joint request for a new trial under Rule 59. In ruling on the renewed motion, the court may:

(1) allow judgment on the verdict, if the jury returned a verdict;
(2) order a new trial; or
(3) direct the entry of judgment as a matter of law.

Fed. R. Civ. P. 50(a), (b)