No. 24-2187

In The

Supreme Court of the United States

GALACTIC EMPIRE, INC. and UNITED STATES

Petitioners,

v.

HAN SOLO

Respondent.

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

BRIEF FOR RESPONDENT

Team 35
Counsel for Respondent
November 17, 2025

QUESTIONS PRESENTED

1. Whether the district court properly exercised venue in the district of Alderaan under 28 U.S.C. § 1391, after defendants failed to disprove a plaintiff's factual allegations that torts and damages occurred over Alderaan in low Earth orbit and that a defendant entered Alderaanian airspace.
2. Whether the district court properly interpreted and applied the Commercial Space Launch Activities Act, which covers third-party claims for damages that result from any activity carried out under a license.

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The opinion of the United States District Court for the District of Alderaan is unpublished and may be found at *Solo v. Galactic Empire, Inc.*, D.C. No. 19-cv-421 (D. Alderaan May 25, 2022). The opinion of the United States Court of Appeals for the Sixteenth Circuit is unpublished and may be found at *Galactic Empire, Inc. v. Solo*, No. 22-cv-1138 (16th Cir. 2023).

STATEMENT OF JURISDICTION

The United States Court of Appeals for the Sixteenth Circuit entered final judgment on this matter on May 4, 2023. (R. 1a.) Petitioners filed a writ of certiorari, and this Court granted certiorari. Order Granting Cert., Oct. 6, 2025, No. 24-2187. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS AND TREATIES INVOLVED

The appendix contains the pertinent text of the following statutory provisions and treaties relevant to this case: 28 U.S.C. § 1391; 51 U.S.C. § 50915; the Convention on International Liability for Damage Caused by Space Objects, Mar. 29, 1972, 24 U.S.T. 2389, 1973 WL 151962 [hereinafter Liability 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, Jan. 27, 1967, 18 U.S.T. 2410, 1967 WL 90200 [hereinafter Outer Space Treaty].

STATEMENT OF THE CASE

A. Procedural History

In 2012, Petitioner Galactic Empire, Inc. (the "Empire") began constructing a structurally defective space station known as the DS-1. (R. 3a, 13a.) Five years later, the DS-1 exploded and its fragments injured Respondent Han Solo ("Solo") and damaged his spaceship, the *Millennium Falcon*. (R. 3a, 4a.) On May 21, 2019, Solo filed suit in the United States District Court for the District of Alderaan against four defendants: the Empire, Luke Skywalker ("Skywalker"), Alianza Rebelde, and the Republic of Guatemala. (R. 14a.) Solo sought recovery for bodily injury and property damage under the Commercial Space Launch Activities Act ("CSLAA"), 51 U.S.C. §§ 50901–50924. (R. 4a.) The United States intervened in the lawsuit. (*Id.*)

The Empire sought to dismiss the case for improper venue. (R. 15a.) After a hearing, the district court found venue proper and denied the Empire's motion to dismiss. (R. 15a, 20a–22a.) Skywalker and Alianza Rebelde soon settled with Solo and the court dismissed Guatemala from the case. (R. 5a–6a.) The case proceeded to trial against the Empire, with the United States involved as an intervenor. (R. 15a.)

At trial, the district court found that the applicable causation standard for Solo's CSLAA claim was but-for causation. (R. 37a, 40a.) However, to decrease the odds of a new trial, the court submitted both the but-for causation and proximate-cause questions to the jury. (R. 40a–41a.) Not only did the jury find the Empire negligent, (R. 15a), but the jury also found that the Empire both actually and proximately caused Solo's damages, (R. 40a–41a). On May 25, 2022, the district

court entered judgment for Solo. (R. 15a.) The district court denied the Empire's and United States' renewed motions for judgment as a matter of law. (R. 35a.)

The Empire and the United States appealed to the Sixteenth Circuit Court of Appeals. (R. 1a.) The Empire challenged the district court's venue ruling, arguing that California was a proper venue instead of Alderaan. (R. 17a–18a.) However, the Empire did not explain why California would have been a proper venue for the other defendants. (R. 54a–55a.) Both the Empire and the United States challenged the district court's denial of their renewed motions for judgment as a matter of law. (R. 35a.) While they did not dispute the jury's negligence finding, they argued that the CSLAA did not apply to Solo's case. (R. 35a, 42a.) Even if it did apply, they argued that the CSLAA's causation standard was proximate cause, and Skywalker's actions were a superseding cause that broke any link between the Empire's negligence and Solo's damages. (R. 35a, 42a.) The Sixteenth Circuit affirmed the district court in full. (R. 52a.) It held that Alderaan was a proper venue for this matter and, in any case, the Empire failed to satisfy its burden to prove otherwise. (R. 25a, 32a.) The court also held the CSLAA applied, and its causation standard is but-for causation. (R. 46a.) Even if its standard was proximate causation, the concurrence below noted that the evidence supported the jury's proximate cause finding. (R. 59a–66a.)

Following Petitioners' appeal of the Sixteenth Circuit's ruling, this Court granted certiorari to address (1) whether the district court properly exercised venue in this civil lawsuit involving torts committed and damages sustained in outer space, and (2) whether the district court properly interpreted and applied the CSLAA in this case. Order Granting Cert., Oct. 6, 2025, No. 24-2187.

B. Statement of the Facts

The DS-1's Explosion

The Empire, an American company headquartered in California, announced plans to design its space station, the DS-1. (R. 7a.) The design contemplated a massive spherical station, approximately 120 kilometers in diameter, that would orbit the Earth. (*Id.*) The DS-1's eight tributary beams would merge into a "superlaser" that had the power to destroy asteroids. (*Id.*)

The Empire's announcement was met with international outrage. (R. 3a.) Nations and people around the globe protested the DS-1, calling it the "Death Star" and a "weapon of mass destruction" that violated international law. (R. 59a.) Protesters were concerned that the station's immense gravitational pull would increase the risk of meteoroid strikes or de-orbit itself—risking more damage on Earth. (R. 60a.) Nations were skeptical of the DS-1's purported peaceful purpose. (R. 60a–63a.) The announcement of the DS-1 came at a time when the United States withdrew from the Anti-Ballistic Missile Treaty and opposed a resolution to prevent an arms race in space. (*Id.*) It did not help that, after licensing the Empire to construct the DS-1, (R. 11a), the United States did not permit other nations to inspect the station, (R. 63a).

Despite the public's negative response, the Empire proceeded to design the DS-1 in California. (R. 3a, 71a.) It is undisputed that the Empire designed a defective space station. (R. 13a.) The DS-1's major design defect was a vulnerable thermal exhaust port. (*Id.*) If the port sustained a direct hit from a proton torpedo, a rough equivalent of a tomahawk missile, a chain reaction would cause the DS-1 to

explode. (R. 13a, 63a–64a.) Over the next five years, the Empire constructed the defective space station. (R. 12a–13a.) The Empire conducted hundreds of private space launches from California and other states to transport supplies and construct the DS-1 in low Earth orbit. (*Id.*)

After discovering the design defect, the Empire sought to keep it hidden. (R. 13a.) During the DS-1's development, around 176 countries had the financial means to conduct a space launch. (R. 64a.) Fourteen of these countries already had the technical capacity to launch. (R. 81a.) The Empire avoided disseminating information about the design defect to those it thought had the means and desire to take advantage of the defect. (R. 13a.)

But Alianza Rebelde, a wealthy Guatemalan company, (R. 5a, 82a), learned of the design defect, (R. 13a). Taking this opportunity, Alianza Rebelde and Skywalker, a Tunisian pilot, developed a plan to attack the DS-1. (R. 5a, 13a.) On May 25, 2017, their plan came into fruition. (R. 13a.) Skywalker launched from Guatemala on a X-wing starfighter and successfully struck the port with a proton torpedo. (R. 3a, 13a.) Seconds later, the DS-1 exploded, sending shrapnel in all directions. (R. 13a.) Around that time, Solo, an Illinois entrepreneur, was flying his spaceship. (R. 3a–5a.) Some fragments of the DS-1 struck the *Millennium Falcon*, injuring Solo and damaging the ship. (R. 4a–5a, 48a.) Other fragments landed on Earth, primarily in the U.S. State of Alderaan. (R. 3a.)

Solo's Suit in Alderaan

On May 21, 2019, Solo filed suit in the district of Alderaan. (R. 14a.) While jurisdiction was not at issue, the Empire challenged venue in Alderaan by filing a

Rule 12(b)(3) motion to dismiss. (R. 15a–16a.) Solo asserted that Alderaan was a proper venue because a substantial part of the events that gave rise to his claim occurred in Alderaan. (R. 19a–20a.) Specifically, Solo alleged that the DS-1, Skywalker, and the *Millennium Falcon* were all located in low Earth orbit directly above Alderaan around the time of the DS-1's explosion and Solo's damages. (*Id.*)

The Venue Hearing

The district court held an evidentiary hearing to resolve the Empire's venue motion. (R. 20a–22a.) Solo offered expert testimony, his own testimony, and data from the *Millennium Falcon's* navigational computer to show that the events giving rise to his claim occurred in low Earth orbit directly above Alderaan. (*Id.*) However, the court excluded Solo's evidence. (*Id.*) The court found that the expert's opinion was based on insufficient data because he did not account for the fragments' horizontal velocity as they fell to Earth and landed in Alderaan. (R. 21a n.12.) Additionally, the court excluded the navigational data because it was inconclusive. (R. 21a n.13.) The data showed that Solo was orbiting above Ethiopia, but that data may have been incorrect because the navigational computer sustained severe damage during the collision. (R. 14a, 21a n.13.) The court also excluded Solo's testimony about the navigational data as hearsay. (R. 21a.)

Meanwhile, during the hearing on its own motion, the Empire presented no evidence on the question of venue. (*Id.*) Skywalker refused to testify, invoking the Fifth Amendment when questioned about his actions in space. (R. 5a, 20a–22a.) As a result, the district court denied the Empire's motion. (R. 15a.) The court found that venue was proper under 28 U.S.C. § 1391(b)(2) because a substantial part of

the events giving rise to the claim occurred in Alderaan and the Empire failed to meet its evidentiary burden to prove otherwise. (R. 15a, 22a.) The case proceeded to trial. (R. 15a.)

The Trial

During the trial, no one disputed that the Empire designed a defective space station. (R. 13a.) But the parties did dispute the causation standard that applied to Solo's claim under the CSLAA. (R. 35a.) Solo argued that the standard was but-for causation. (*Id.*) Meanwhile, the Empire and United States claimed that the applicable standard was proximate causation. (*Id.*) They further contended that Skywalker's actions were an unforeseeable, superseding cause that destroyed any causal connection between the Empire's negligence and Solo's damages. (*Id.*)

The district court held that but-for causation was the applicable standard. (R. 35a, 40a.) Nevertheless, at the Empire's and United States' request, the court submitted additional jury questions on proximate cause, foreseeability, and superseding cause. (R. 35a, 40a–41a.) The jury found the Empire's negligence both actually and proximately caused Solo's damages. (*Id.*) The court entered judgment for Solo on the jury's findings.[1] (R. 15a.) The total judgment against the Empire was $2.7 billion. (R. 16a.) Under 51 U.S.C. § 50915(a), the United States' share of those damages was $2.2 billion. (*Id.*) The court subsequently denied the Empire's and United States' renewed motions for judgment as a matter of law. (R. 35a.)

[1] The district court accepted the jury's findings, but found the finding of proximate cause immaterial to the outcome because the finding of but-for causation alone was enough to satisfy causation under the CSLAA. (R. 35a n.15.)

SUMMARY OF THE ARGUMENT

This Court should affirm the Sixteenth Circuit's decision because the district court properly exercised venue in Alderaan. First, under 28 U.S.C. § 1391(b)(2), the district of Alderaan was a proper venue because the DS-1's explosion and Solo's damages occurred above that district in low Earth orbit. Second, and alternatively, Alderaan was a proper venue under § 1391(b)(3) because the district court had personal jurisdiction over at least one defendant. Third, because the Empire failed to affirmatively prove that Alderaan was an improper venue, Solo's choice of venue must stand. Therefore, the Sixteenth Circuit did not err when it affirmed the district court's exercise of venue in Alderaan.

This Court should affirm the Sixteenth Circuit's decision because the district court properly applied and interpreted the CSLAA in Solo's case. First, the CSLAA applies to claims like Solo's, where torts and damages occur in low Earth orbit, and is not limited to claims involving torts during launch and reentry. Second, the CSLAA only requires a showing of but-for causation and the evidence shows that the Empire's negligence was an actual cause of Solo's injuries. Third, even if the CSLAA required proof of proximate cause, the evidence also supports the jury's finding that the Empire proximately caused Solo's damages. Therefore, the Sixteenth Circuit did not err when it affirmed the district court's application and interpretation of the CSLAA.

ARGUMENT

I. THE DISTRICT COURT PROPERLY EXERCISED VENUE IN ALDERAAN UNDER 28 U.S.C. § 1391.

This Court should affirm the Sixteenth Circuit's opinion below because the district court of Alderaan was a proper venue for Solo's lawsuit under 28 U.S.C. § 1391. The district court correctly denied the Empire's motion to dismiss for improper venue.

The general venue statute, 28 U.S.C. § 1391, provides three avenues to determine which district court is proper for a plaintiff's claims. Section 1391(b)(1) allows plaintiffs to file suit in the judicial district where any defendant lives, so long as all defendants live in the same district.[2] 28 U.S.C. § 1391(b)(1). Section 1391(b)(2) provides a proper venue in "a judicial district in which a substantial part of the events" giving rise to the plaintiff's claim occurred. 28 U.S.C. § 1391(b)(2). Finally, if no district is proper under (b)(1) or (b)(2), (b)(3) authorizes plaintiffs to file a lawsuit in "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(b)(3).

Here, the district court correctly held that venue was proper under § 1391(b)(2) because a substantial part of the events giving rise to Solo's claim occurred in the airspace above Alderaan. Alternatively, venue was also proper under § 1391(b)(3) because the district court had personal jurisdiction over at least one defendant. Not only was venue proper, but also the Empire did not meet its burden to prove otherwise.

[2] Section 1391(b)(1) is inapplicable in Solo's case because the defendants did not all reside in the same district. (R. 4a–5a, 7a, 55a.)

A. Alderaan was a Proper Venue Under 28 U.S.C. § 1391(b)(2) Because a Substantial Part of the Events Giving Rise to Solo's Claim Occurred in Alderaan's Low Earth Orbit.

The district court correctly held that venue was proper in Alderaan because a substantial part of the events giving rise to Solo's claim, namely, the DS-1's explosion and Solo's damages, occurred directly above the district of Alderaan in low Earth orbit.

Alderaan was a proper venue for Solo's claim under 28 U.S.C. § 1391(b)(2). Existing overflight venue law and fundamental property principles provide that Alderaan's judicial district encompasses the airspace above it, including Earth's low orbit. Applying these overflight venue principles to the orbit above Alderaan is also necessary to prevent a venue gap that would allow tortfeasors to escape liability for conduct in space. Because the DS-1's explosion and Solo's damages occurred in the low Earth orbit above Alderaan, the district of Alderaan was a proper venue for Solo's claim.

1. Overflight venue principles provide that a judicial district encompasses the airspace above it.

Plaintiffs may file suit in "a judicial district in which a substantial part of the events . . . giving rise to the claim" occurred. 28 U.S.C. § 1391(b)(2). A "judicial district" comprises not just of the land, but of the navigable airspace above it. *See United States v. Barnard*, 490 F.2d 907, 911 (9th Cir. 1973). Congress, in the Air Commerce and Safety Act, defined "United States" to include the "overlying airspace" above the States, districts, and territories of the United States. 49 U.S.C. § 40102(a)(46). In turn, Congress defined "navigable airspace" as the "airspace

above the minimum altitudes of flight" outlined by the Federal Aviation Administration. 49 U.S.C. § 40102(a)(32). Notably, the Federal Aviation Administration provided a minimum altitude, but no maximum altitude for "navigable airspace." *See* 14 C.F.R. § 91.119.

In broadly defining "navigable airspace," Congress merely codified what fundamental property rights already provided. "It is ancient doctrine that . . . ownership of the land extend[s] to the periphery of the universe . . . ." *United States v. Causby*, 328 U.S. 256, 260 (1946) (holding the United States owned the navigable airspace above minimum safe altitudes of flight). "We own so much of the space above the ground as we can occupy or make use of . . . ." *Hinman v. Pac. Air Lines Transp. Corp.*, 84 F.2d 755, 758 (9th Cir. 1936). While this ancient doctrine must adapt to modern technology, the law does not abandon the doctrine entirely. *See Chi. & S. Air Lines v. Waterman S.S. Corp.*, 333 U.S. 103, 107–08 (1948).

Overflight venue is simply a judicial application of this fundamental doctrine. Since 1973, courts have reasoned that where a defendant commits a crime mid-flight, venue is proper in the district beneath where the crime occurred. *See, e.g.*, *Barnard*, 90 F.2d at 911 (reasoning that airspace travel is no different than travel "on foot or on horseback or by wagon or a bicycle or car"); *United States v. McCulley*, 673 F.2d 346, 350 (11th Cir. 1982) (reasoning the same). By 2020, overflight venue encompassed the takeoff district, landing district, and flyover district. *United States v. Lozoya*, 982 F.3d 648, 654 n.8 (9th Cir. 2020) (en banc). Overflight venue is equally applicable in the civil context. *See, e.g.*, *Forest v. United States*, 539 F. Supp. 171, 175–76 (D. Mont. 1982) (finding venue proper in the district beneath where a

pilot received incorrect navigational information from the negligent defendant, resulting in a plane crash).

These overflight venue principles make clear—a judicial district encompasses the navigable airspace above it. Here, Alderaan's judicial district extends to the lower orbit above it, where the DS-1's explosion and Solo's damages occurred.

2. Applying overflight venue principles to low Earth orbit closes a venue gap that would allow tortfeasors to escape liability.

Congress provided district courts with exclusive jurisdiction over claims arising from space-related torts. 51 U.S.C. § 50914(g). In doing so, Congress intended for space torts to be tried on Earth. Applying overflight venue principles to Earth's low orbit is necessary to prevent a venue gap that would allow tortfeasors to escape liability simply because their conduct occurred in space.

A venue gap is created when federal courts have jurisdiction but there is no district in which venue is proper. *Brunette Mach. Works, Ltd. v. Kockum Indus., Inc.*, 406 U.S. 706, 710 n.8 (1972). "Congress does not in general intend to create venue gaps, which take away with one hand what Congress has given by way of jurisdictional ground with the other." *Id.* Because venue laws generally do not limit the scope of federal jurisdiction, courts interpret 28 U.S.C. § 1391 with a presumption against venue gaps. *See Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49, 56 (2013). Aside from this general presumption against venue gaps, Congress amended 28 U.S.C. § 1391 with the explicit purpose to prevent venue gaps. *See* Act of Nov. 2, 1966, Pub. L. No. 89-714, 80 Stat. 1111 (1966) (adding "in which the claim arose" language in § 1391(b)(2) to provide

another venue when defendants did not reside in the same district); *Brunette*, 406 U.S. at 710 n.8.

The legal concept of overflight venue developed for similar reasons. Prior to overflight venue, state courts maintained exclusive jurisdiction over all non-federal offenses committed on airplanes. *See Lozoya*, 982 F.3d at 651. But in the age of jet aircraft, "serious offenses [went] unpunished" because states were unable to exercise authority over defendants who committed in-flight crimes if the plane landed elsewhere. *See* 107 CONG. REC. 16,552 (1961) (statement of Rep. Flynt). Federal courts and Congress resolved this problem through overflight venue, which prevented defendants "from escaping punishment for lack of venue." *See McCulley*, 673 F.2d at 350; *see also* 18 U.S.C. § 3237(a) (permitting prosecution of a defendant in any district in which an offense was "begun, continued, or completed" by the defendant).

Here, Congress provided district courts with exclusive jurisdiction over CSLAA claims, with the intent that these courts would hear claims like Solo's. *See* 51 U.S.C. § 50914(g). Applying overflight venue to low Earth orbit, where spacefarers like the Empire commit torts, is necessary to prevent a venue gap where Congress intended CSLAA claims to have a home in the district courts. *See Atl. Marine Constr. Co.,* 571 U.S. at 56 (establishing a presumption against venue gaps).

The dissent below suggests that overflight venue principles should stop at an artificial "space" line where a nation's sovereignty ends. (R. 74a) (arguing courts should adopt a bright-line rule at ninety kilometers above the Earth). It is true that outer space is sovereignless. Outer Space Treaty, 18 U.S.T. 2410, art. II ("Outer

space . . . is not subject to national appropriation by claim of sovereignty . . . ."). But even though a distinction between "air" and "space" may exist to limit a nation's sovereignty and jurisdiction, such a distinction does not apply here. In special contexts, as here, the United States can exercise jurisdiction in traditionally sovereignless places. *See* 51 U.S.C. § 50914(g) (granting district courts exclusive jurisdiction over space-related claims under the CSLAA); Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America Concerning Cooperation on the Civil International Space Station art. XXII, Jan. 29, 1998, T.I.A.S. No. 12,927 (authorizing "the United States [to] exercise criminal jurisdiction over personnel" on the International Space Station). Where such jurisdiction is specially conferred, legal fictions designed to curb a nation's sovereign powers, such as the dissent's "space" line, cease to apply for venue purposes.

Rather, the presumption against venue gaps is what governs here. Where Congress provides exclusive jurisdiction to the district courts, as here, this Court should presume that venue is proper in at least one of those districts. *See Atl. Marine Constr. Co.*, 571 U.S. at 56. To hold otherwise would allow tortfeasors to escape liability simply because their conduct occurred in space.

3. Here, the DS-1's explosion and the resultant damages giving rise to Solo's claim occurred in Alderaan's low Earth orbit.

A substantial part of the events giving rise to Solo's claim occurred in the district of Alderaan. Solo made several factual allegations in his pleading. (R. 20a–

21a.) He alleged that, at the time of its destruction, the DS-1 was located in low Earth orbit, directly above Alderaan; Skywalker launched his proton torpedo in low Earth orbit, directly above Alderaan; and Solo sustained damages after fragments of the DS-1 struck his ship in low Earth orbit, directly above Alderaan. *Id.*[3]

Without any one of these occurrences, Solo would not have a claim. Thus, a "substantial part" of the events giving rise to Solo's claim under 28 U.S.C. § 1391(b)(2) occurred in low Earth orbit. Because Alderaan's judicial district extended to low Earth orbit where these events occurred, venue was proper in Alderaan.

Meanwhile, the Empire suggested that California was the only proper venue for Solo's case. (R. 26a.) However, California was not a proper venue because a "*substantial* part of the events" giving rise to Solo's claim did not occur in California. *See* 28 U.S.C. § 1391(b)(2) (emphasis added).

Substantiality is a qualitative analysis that takes into consideration both the nature of the events and the proximity to a plaintiff's harm. *Daniel v. Am. Bd. of Emergency Med.*, 428 F.3d 408, 432–33 (2d Cir. 2005). Simply designing a defective product in a district, as the Empire did in California, (R. 71a), does not amount to a substantial part of the plaintiff's harm. *See Wodke v. Dahm*, 70 F.3d 983, 985 (8th Cir. 1995) (holding the district where a product's trademark was infringed was the proper venue, not where the product was designed and manufactured). The Empire's launches from California also were not substantial events giving rise to Solo's claim. *See* (R. 12a–13a.) Hundreds of supply launches took place over the

[3] The district court could find proper venue on factual allegations alone because it was the Empire's burden to disprove Solo's allegations and the Empire failed to do so. *See* discussion *infra* Section I.C.

course of five years before the DS-1's explosion. *Id.* Those supply launches were neither close in time nor closely tied to Solo's claim. *See id.* Rather, the truly substantial events were the DS-1's explosion and Solo's resultant damages.

Additionally, when addressing the question of venue, courts must consider the actions of "most or all of the defendants in a multi-party lawsuit," not just those of a single defendant. *Delong Equip. Co. v. Wash. Mills Abrasive Co.*, 840 F.2d 843, 857 (11th Cir. 1988). Here, only the Empire had a connection to California. *See* (R. 4a–5a, 7a, 12a–13a.) The Empire never explained how or why California would be a proper venue for the rest of the defendants. (R. 54a–55a.) Therefore, California was not a proper venue for Solo's claim.

Even if California was a proper venue, that alone does not show Alderaan was an improper venue. More than one proper venue can exist. *See* Judicial Improvements Act of 1990, Pub. L. No. 101-650, 104 Stat. 5114 (1990) (amending "*the* judicial district" to "*a* judicial district" in § 1391(b)(2) to expand proper venue to any district where a substantial part of the events occurred) (emphases added); *Daniel*, 428 F.3d at 432 (holding that § 1391(b)(2) does not limit venue to *the* single district in which the *most* substantial events occurred). Because Alderaan was a proper venue under § 1391(b)(2), Solo's choice of venue should stand, regardless of whether other venues were also proper.

B. Alternatively, Alderaan was a Proper Venue Under 28 U.S.C. § 1391(b)(3) Because the District Court had Personal Jurisdiction over at Least One Defendant, Skywalker.

Even assuming that § 1391(b)(2) did not apply, Alderaan was still a proper venue for Solo's claim under § 1391(b)(3). Section 1391(b)(3) is the general venue

statute's fallback provision. 28 U.S.C. § 1391(b)(3). It applies only when no proper venue exists under sub-sections (b)(1) or (b)(2). *Id.* In such circumstances, "any judicial district in which *any* defendant is subject to the court's personal jurisdiction" is an appropriate venue. *Id.* (emphasis added). Here, the district court of Alderaan had personal jurisdiction over at least one defendant, Skywalker.

A defendant is subject to a district court's personal jurisdiction if the defendant has minimum contacts with the district. *Int'l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945). The contacts need not be so substantial that they are the direct cause of the plaintiff's injuries. *Bristol-Myers Squibb Co. v. Superior Ct. of Cal.*, 582 U.S. 255, 262 (2017). Rather, if a defendant's contacts with the district merely relate to the plaintiff's claim, the defendant is subject to the court's jurisdiction. *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 362 (2021).

Personal jurisdiction, like venue, extends to the airspace above a judicial district. *See Marine Wonderland & Animal Park, Ltd. v. Kreps*, 610 F.2d 947, 950 (D.C. Cir. 1979) (finding personal jurisdiction in the district beneath where defendants imported bottlenose dolphins via airplane). When a defendant makes use of the airspace above a district, he purposefully avails himself of the benefits of operating an aircraft over the district. *Olsen by Sheldon v. Gov't of Mex.*, 729 F.2d 641, 649 (9th Cir. 1984) (finding personal jurisdiction over a defendant who intentionally entered California's airspace), *abrogated on other grounds by*, *Joseph v. Off. of Consulate Gen. of Nigeria*, 830 F.2d 1018, 1026 (9th Cir. 1987).

Here, the district court of Alderaan had personal jurisdiction over at least one defendant, Skywalker. Solo alleged that Skywalker intentionally entered the

airspace above Alderaan.[4] (R. 20a.) Skywalker's actions in Alderaanian airspace related to Solo's claim because his attack on the DS-1 caused the station to explode, sending shrapnel into Solo's ship. (R. 13a.) Thus, Skywalker subjected himself to the personal jurisdiction of Alderaan. *See Ford Motor Co.*, 592 U.S. at 362. This is enough for Alderaan to become a proper venue under 28 U.S.C. § 1391(b)(3).

C. The Empire had the Burden to Establish Improper Venue in Alderaan, and It Failed to Carry that Burden.

The district court correctly denied the Empire's Rule 12(b)(3) motion to dismiss, not only because venue in Alderaan was proper, but also because the Empire failed to carry its burden to prove otherwise.

Rule 12(b)(3) motions for improper venue are affirmative defenses that relate to a defendant's personal convenience. Additionally, because facts regarding venue are often peculiarly within the defendant's knowledge, shifting the burden onto defendants ensures fairness and efficiency at the early stages of litigation. As such, the burden is on defendants, like the Empire, to prove that venue is improper.

Here, the Empire, carrying this burden, presented no evidence to support its claim that venue was improper in Alderaan. The district court properly denied the Empire's Rule 12(b)(3) motion and held that venue was proper in Alderaan.

1. Defendants carry the burden to establish improper venue.

Plaintiffs are never required to assert proper venue in a complaint. *See* Fed. R. Civ. P. 8(a). Instead, improper venue is an optional, "personal privilege" that

[4] When asked about his actions, Skywalker "invoked the Fifth Amendment." (R. 5a, 20a–21a.) Not only could the district court draw an adverse inference from Solo's Fifth Amendment invocation, *see Baxter v. Palmigiano*, 425 U.S. 308, 318 (1976), but also the court could find proper venue on Solo's allegations alone because the Empire failed to disprove them, *see* discussion *infra* Section I.C.

defendants may assert. *Lee v. Chesapeake & Ohio Ry. Co.*, 260 U.S. 653, 655 (1923); *see* Fed. R. Civ. P. 12(b)(3). When a defendant elects to raise an improper venue defense, the motion "*must* be made" in a responsive pleading. Fed. R. Civ. P. 12(b) (emphasis added). If a defendant fails to object to venue in a proper and timely Rule 12(b)(3) motion, the defendant waives the affirmative defense. Fed. R. Civ. P. 12(h)(1).

Following the procedural sentiment of Rule 12(b)(3), the Third, Seventh, and Eighth Circuits have correctly placed the burden on defendants to prove improper venue. *Myers v. Am. Dental Ass'n*, 695 F.2d 716, 724 (3d Cir. 1982); *In re Peachtree Lane Assocs., Ltd.*, 150 F.3d 788, 792 (7th Cir. 1998)[5]; *United States v. Orshek*, 164 F.2d 741, 742 (8th Cir. 1947). On the other hand, the Second, Fourth, Sixth, Ninth, and Eleventh Circuits have come to the opposite conclusion that, in response to a defendant's motion to dismiss, plaintiffs carry the burden to prove proper venue. *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 355 (2d Cir. 2005); *Mitrano v. Hawes*, 377 F.3d 402, 405 (4th Cir. 2004); *Tobien v. Nationwide Gen. Ins. Co.*, 133 F.4th 613, 619 (6th Cir. 2025); *Piedmont Label Co. v. Sun Garden Packing Co.*, 598 F.2d 491, 496 (9th Cir. 1979); *Delong Equip. Co.*, 840 F.2d at 845.[6]

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[5] The Sixteenth Circuit described the Seventh Circuit as coming "down on both sides of the issue," after *Grantham v. Challenge-Cook Bros.*, 420 F.2d 1182 (7th Cir. 1969) held that plaintiffs carry the burden to prove proper venue. (R. 23a.) However, *Grantham* dealt with the patent venue statute—its analysis does not extend to 28 U.S.C. § 1391. 420 F.2d at 1183–84. Therefore, *In re Peachtree Lane* stands as the Seventh Circuit's decision on who carries the burden of proof under the general venue statute. 150 F.3d at 792.

[6] Relying on *Cordis Corp. v. Cardiac Pacemakers*, 599 F.2d 1085, 1086 (1st Cir. 1979), the Sixteenth Circuit stated that the First Circuit placed the burden on plaintiffs. (R. 23a.) But *Cordis Corp.* dealt exclusively with the patent venue statute, and its analysis does not extend to the general venue statute. *See* 599 F.2d at 1086. So, in terms of 28 U.S.C. § 1391, the First, Fifth, Tenth, and D.C. Circuits have yet to weigh in on the issue.

This Court should affirm the Sixteenth Circuit's decision, and adopt the Third, Seventh, and Eighth Circuits' approach. As an affirmative defense related to personal convenience, Rule 12(b)(3) places the burden on the defendant to prove improper venue. *See Myers*, 695 F.2d at 724. Additionally, shifting the burden onto defendants ensures plaintiffs are not disadvantaged during the early stages of litigation when the venue facts at issue are often within the defendant's knowledge.

a. Venue challenges are affirmative defenses relating to issues of personal convenience.

It is incumbent on the defendant to plead and prove an affirmative defense within the Federal Rules of Civil Procedure. *Cunningham v. Cornell Univ.*, 604 U.S. 693, 702 (2025) (citing *Taylor v. Sturgell*, 553 U.S. 880, 907 (2008)). Generally speaking, Rule 12(b) provides movants with two different types of motions: those that question a court's power to entertain an action, and those that do not. *See* Fed. R. Civ. P. 12(b).

Lack of subject-matter or personal jurisdiction, insufficient process, and insufficient service of process all fall under the former genre of Rule 12(b) motions. *See McNutt v. Gen. Motors Acceptance Corp. of Ind.*, 298 U.S. 178, 189 (1936) (holding that the plaintiff must carry the burden of showing that the court's jurisdiction is proper); *Freedom Watch, Inc. v. Org. of the Petroleum Exporting Countries*, 766 F.3d 74, 78 (D.C. Cir. 2014) ("If a defendant challenges the validity of service of process, the plaintiff bears the burden . . . ."); *Grand Ent. Grp., Ltd. v. Star Media Sales, Inc.*, 998 F.2d 476, 488 (3d Cir. 1993) ("[T]he party asserting the validity of service bears the burden on that issue."). These types of motions relate to

a court's authority to hear a case and to defendants' due process rights. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994) (reasoning that, because a federal court's authority to hear a case is limited, the burden of proof lies on the party asserting jurisdiction); *see also Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 471–72 (1985) (explaining that personal jurisdiction rules protect a defendant's due process rights). Plaintiffs have the responsibility of filing complaints in jurisdictions with the appropriate capacity to hear claims; it follows that plaintiffs carry the burden in these types of Rule 12(b) motions. *See McNutt*, 298 U.S. at 182–83.

On the other hand, motions for failure to state a claim do not concern a court's power to entertain an action. *Holloway v. Pagan River Dockside Seafood, Inc.*, 669 F.3d 448, 452 (4th Cir. 2012). Rather than addressing due process concerns, this type of motion relates to a non-substantive defense. *See Holloway*, 669 F.3d at 452. Thus, Rule 12(b)(6) motions place the burden of proof on the defendant. *See Marcure v. Lynn*, 992 F.3d 625, 630 (7th Cir. 2021) ("[E]very circuit court to address this issue . . . has interpreted Rule 12(b)(6) as requiring the movant to show entitlement to dismissal.").

Venue related defenses also place the burden of proof on the defendant. For example, 28 U.S.C. § 1404 motions request the transfer of a case to another district court for the convenience of the parties. *Ferens v. John Deere Co.*, 494 U.S. 516, 521 (1990). Because such § 1404 motions relate to locality and matters of convenience, the movant carries the burden of proof. *See Moore v. Rohm & Haas Co.*, 446 F.3d 643, 647 (6th Cir. 2006). Likewise, the doctrine of *forum non conveniens*, which

permits the transfer of cases to courts abroad, places the burden of proof on the defendant. *Sinochem Int'l Co. v. Malay. Int'l Shipping Corp.*, 549 U.S. 422, 430 (2007) (finding that a defendant invoking *forum non conveniens* against the plaintiff's chosen forum "ordinarily bears [the] heavy burden"). Judicial precedent is clear: where an affirmative defense concerns the convenience of the parties instead of the court's capacity to hear a case, the movant carries the burden.

Similarly, a motion to dismiss for improper venue is an affirmative defense relating to personal convenience. *Dillon v. Rogers*, 596 F.3d 260, 271–72 (5th Cir. 2010); *Murphy v. Schneider Nat'l, Inc.*, 362 F.3d 1133, 1139 (9th Cir. 2004). A Rule 12(b)(3) motion is akin to a Rule 12(b)(6) motion, a *forum non conveniens* motion, or a motion to transfer because, it too, does not relate to due process concerns or a court's authority to hear a case. *See Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U.S. 165, 167–68 (1939). Venue is instead a matter of personal convenience. *Id.*; *Leroy v. Great W. United Corp.*, 443 U.S. 173, 180 (1979) ("[V]enue . . . is primarily a matter of choosing a convenient forum."). Thus, the burden of proof lies with the defendant who invokes this personal privilege for its own convenience.

The dissent below conflated venue with personal jurisdiction. *See* (R. 76a) (arguing there is no reason why "a plaintiff should have the burden to establish personal jurisdiction but not venue").

This analogy is ill-fit. Jurisdictional considerations are "inapplicable" to issues of venue because the two are fundamentally different. *See Wachovia Bank v. Schmidt*, 546 U.S. 303, 316 (2006); *Glasbrenner*, 417 F.3d at 357. Unlike venue, which relates to matters of convenience, personal jurisdiction is premised on the

individual liberty interests rooted in due process. *Ins. Corp. of Ir. v. Compagnie des Bauxites de Guinee*, 456 U.S. 694, 702 (1982). This is why issues of venue are addressed "only after jurisdiction has been established[.]" *Lindahl v. Off. of Pers. Mgmt.*, 470 U.S. 768, 793 n.30 (1985). Rule 12(b)'s separation of motions challenging personal jurisdiction and motions challenging venue into different numerical sub-sections also reflects the fact that the two are fundamentally distinct. *See* Fed. R. Civ. P. 12(b)(2), (3). To conflate venue and personal jurisdiction would improperly render either Rule 12(b)(2) or Rule 12(b)(3) redundant. *See Freeman v. Quicken Loans, Inc.*, 566 U.S. 624, 635 (2012) (favoring interpretations which avoid surplusage and give effect to every word and clause).

Conflating venue with personal jurisdiction also renders the general venue statute redundant and inoperative. The statute's fallback provision provides litigants with a proper forum where there "is no district in which an action may otherwise be brought." 28 U.S.C. § 1391(b)(3). But this fallback provision is grounded in personal jurisdiction. *Id.* (providing a proper venue in "any judicial district in which any defendant is subject to the court's personal jurisdiction"). The dissent's interpretation would replace the "substantial part" test in § 1391(b)(2) with a mere minimum contacts test, rendering the rest of the statute redundant. *See Glasbrenner*, 417 F.3d at 357 ("It would be error . . . to treat the venue statute's 'substantial part' test as mirroring the minimum contacts test employed in personal jurisdiction inquiries."). Such a result would also allow defendants to assert improper venue in more cases than the venue statute contemplates, defeating the purpose and operation of § 1391(b)(2). If the tests within 28 U.S.C. § 1391 are to

have any meaning or effect, courts must treat venue and personal jurisdiction differently. *See Freeman*, 566 U.S. at 635.

It is precisely because venue *is* different from personal jurisdiction that courts should place the burden of proving improper venue on the defendant. Because improper venue is an affirmative defense that relates to a defendant's personal convenience, instead of its due process rights, this Court should find the burden is on the defendant to prove its own inconvenience.

b. Shifting the burden onto the defendant ensures fairness and efficiency at the early stage of litigation when facts are often peculiarly within the defendant's knowledge.

The practical realities of Rule 12(b)(3) motions demand that defendants carry the burden of proving improper venue. *See Murphy*, 362 F.3d at 1139. By their nature, Rule 12(b) motions "are typically made early in litigation when the factual record is undeveloped[.]" *Id.* At such an early stage of litigation, when "facts [are] peculiarly within the knowledge of [the] adversary," courts shift the burden of proof onto defendants due to considerations of fairness, expense, and delay. *Selma, R. & D.R. Co. v. United States*, 139 U.S. 560, 568 (1891); *United States v. N.Y., N.H. & H.R. Co.*, 355 U.S. 253, 256 n.5 (1957).

During the early stages of litigation, a defendant is in the best position to affirmatively plead and prove his allegation that a particular venue is improper. Indeed, a defendant's realization that venue may not be a proper fit is a fact that is often "peculiarly within the knowledge of [the defendant]." *See Selma*, 139 U.S. at 568; *N.Y., N.H. & H.R. Co.*, 355 U.S. at 256 n.5. For this reason, plaintiffs are disadvantaged during the early stages of litigation. When venue facts are

exclusively within the defendant's knowledge, plaintiffs often cannot develop the factual record necessary to rebut a defendant's blanket assertion of improper venue.

Take Solo's case for example: The district court below held an evidentiary hearing to determine where the DS-1's explosion and Solo's injuries occurred. Given that Skywalker had an "attack plan" and successfully struck the DS-1, (R. 13a), it is highly likely that he knew exactly where the DS-1 was located. However, at the hearing, Skywalker refused to give up that information. (R. 5a, 21a.) The Empire spent five years sending supplies and construction materials into low Earth orbit to construct the DS-1. (R. 12a–13a.) But during the hearing on its own motion, the Empire presented no evidence of the DS-1's location. (R. 21a.) Meanwhile, Solo was unable to present any sufficient evidence of his location, in large part because his navigational computer sustained damage. (R. 14a, 21a n.13.) In Solo's case, the facts were not only peculiarly, but also exclusively, within the defendants' hands.

As Solo's case illustrates, it is unfair and often unfeasible for plaintiffs to obtain such facts that are solely within the defendant's knowledge. In these situations, courts have placed the burden on the defendant to prove venue is improper. *See Brigdon v. Slater*, 100 F. Supp. 2d 1162, 1164 (W.D. Mo. 2000) (requiring defendant employer who had "custody and control of the employment records at issue" to prove improper venue); *Simon v. Ward*, 80 F. Supp. 2d 464, 467 n.6 (E.D. Pa. 2000) (placing the burden of proving improper venue on defendants whose personal addresses were unavailable to the general public).

Thus, to ensure proceedings are fair, inexpensive, and expeditious, courts should *presume* a plaintiff's choice of venue is proper until a defendant pleads and

affirmatively proves otherwise. *See Selma*, 139 U.S. at 568; *N.Y., N.H. & H.R. Co.*, 355 U.S. at 256 n.5. Such a presumption applied to Solo's choice of forum, especially because the facts at issue were peculiarly and exclusively in the hands of the defendants.

2. Here, the Empire presented no evidence to show that venue was improper in Alderaan.

After Solo filed suit in the district court of Alderaan, the Empire filed a Rule 12(b)(3) motion for improper venue. (R. 15a.) The motion did not concern the court's power to hear the case. (R. 16a) ("Jurisdiction is not at issue in this appeal."). Instead, the Empire's motion boiled down to a matter of convenience. *See Leroy*, 443 U.S. at 180. As such, the Empire carried the burden under Rule 12(b)(3) to prove improper venue in Alderaan. The district court properly denied the Empire's Rule 12(b)(3) motion because the Empire failed to carry its burden.

Even though Solo did not carry the burden, he still presented three different witnesses to rebut the defendant's blanket allegation of improper venue, (R. 20a–21a). Meanwhile, the "Empire presented no evidence on the question of venue." *Id.*

Here, the Empire did not simply fail to present *persuasive* evidence showing the impropriety of venue in Alderaan. Rather, the Empire presented *nothing* after filing its motion. (R. 21a.) The district court correctly denied the Empire's Rule 12(b)(3) motion after this display of inaction.

II. THE DISTRICT COURT CORRECTLY APPLIED AND INTERPRETED THE CSLAA.

This Court should affirm the Sixteenth Circuit because the district court properly applied and interpreted the CSLAA, denying Petitioners' renewed motions

for judgment as a matter of law. The CSLAA applies in cases such as this one, where torts and damages occur in low Earth orbit. The jury found that the Empire's negligence was a but-for cause of Solo's damages, (R. 40a), which is all the CSLAA requires. Even if the CSLAA required an additional finding of proximate cause, the evidence supports the jury's proximate cause finding.

The CSLAA, enacted in the early days of private sector spaceflight, requires anyone within the United States who plans to launch anything into outer space to first obtain a license from the Government. 51 U.S.C. §§ 50903(a), 50904(a). These licensees must carry liability insurance to compensate third parties for damages "resulting from an activity carried out under the license." 51 U.S.C. § 50914(a)(1). Congress enacted the CSLAA to further two important goals: (1) to promote private spaceflight and (2) to satisfy the United States' obligations under international space treaties. 51 U.S.C. § 50901(a)(7), (9); *see also* 51 U.S.C. § 50919(e) ("The Secretary of Transportation shall . . . carry out this chapter consistent with an obligation the United States Government assumes in a treaty . . . .").

To effectuate these goals, the CSLAA requires the United States to indemnify licensees against successful third-party claims for damages "resulting from an activity carried out under the license." 51 U.S.C. § 50915(a)(1). Parties must litigate these claims exclusively in the federal courts and give the United States a chance to assist in the defense of the third-party claim. 51 U.S.C. §§ 50914(g), 50915(b). The substantive law of the state generally governs these claims. 28 U.S.C. § 1652. However, the CSLAA will preempt state law where the law is inconsistent with the Act's text, such as Alderaan's law of causation. *See* 51 U.S.C. § 50919(c)(1).

Here, because the CSLAA applies to cases where torts and damages occur in low Earth orbit and only requires a showing of but-for causation, the district court properly denied Petitioners' renewed motions for judgment as a matter of law. Alternatively, even if the CSLAA required an additional showing of proximate cause, the district court properly denied the motions because the evidence supports the jury's finding that the Empire proximately caused Solo's damages.

A. The CSLAA Applies to Torts and Damages in Low Earth Orbit.

The district court properly applied the CSLAA to this case. The CSLAA applies to torts and damages in low Earth orbit and is not limited to cases where torts and damages occur solely during launch and reentry of a space flight vehicle.

The plain language of the statute is clear and unambiguous—Section 50915(a)(1) applies to any successful third-party claim for damages "resulting from an *activity* carried out under the license." 51 U.S.C. § 50915(a)(1) (emphasis added). References to "launch," "reentry," and "activity" elsewhere in the statute indicate that if Congress had intended to limit Section 50915(a)(1)'s application only to launch and reentry, it could have, and would have, done so in Section 50915(a)(1). International treaties that oblige the United States to assume liability for licensee negligence in outer space also reflect Section 50915(a)(1)'s broad application.

1. Section 50915(a)(1)'s text is unambiguous: "an activity carried out under the license" includes a licensee's activities in low Earth orbit.

The primary goal of statutory interpretation is to "seek the legislative intent." *City of Lincoln v. Ricketts*, 297 U.S. 373, 376 (1936). The starting point for this analysis is the text of the statute itself. *Desert Palace, Inc. v. Costa*, 539 U.S. 90, 98

(2003). Where, as here, the text is clear and unambiguous, the analysis ends. *Id.*; *Bostock v. Clayton Cnty.*, 590 U.S. 644, 673–74 (2020) ("This Court has explained many times over many years that, when the meaning of the statute's terms is plain, our job is at an end.").

Section 50915(a)(1) requires the United States to pay a successful claim of "a third party against a [licensee] resulting from an *activity* carried out under the license issued . . . for [damages] resulting from an *activity* carried out under the license." 51 U.S.C. § 50915(a)(1) (emphases added).

When the CSLAA leaves a word undefined, such as "activity," that word takes on its ordinary, common meaning. *See Perrin v. United States*, 444 U.S. 37, 42 (1979). Here, the word "activity" is not, as Petitioners argue, limited solely to "launch" and "reentry." Instead, the use of a broad term like "activity" plainly indicates that Congress intended to include any activities that the licensee conducts while under the license. *See Activity*, BLACK'S LAW DICTIONARY (12th ed. 2024) ("Something that a person or group does; *collectively*, the acts that someone or some group engages in, esp. in furtherance of some purpose." (emphasis added)).

This Court presumes that Congress says what it means, and means what it says. *Conn. Nat'l Bank v. Germain*, 503 U.S. 249, 253–54 (1992); *Bates v. United States*, 522 U.S. 23, 29 (1997) ("[W]e ordinarily resist reading words or elements into a statute that do not appear on its face."). Section 50915(a)(1) includes any "activity," not just "launch and reentry," within its scope. 51 U.S.C. § 50915(a)(1). That text is clear and unambiguous. If Congress intended to limit the United States' payment obligation exclusively to a licensee's wrongdoing during launch and

reentry, it could have, and would have, clearly written so. Without the words "launch" or "reentry" limiting the scope of third-party claims brought under the CSLAA, this Court should not insert statutory language where it does not exist. *See Bates*, 522 U.S. at 29.

2. References to "launch," "reentry," and "activity" elsewhere in the CSLAA indicate that Congress intended to construe Section 50915(a)(1) broadly.

This Court presumes Congress drafts statutes "intentionally and purposely." *Russello v. United States*, 464 U.S. 16, 23 (1983). When Congress includes specific language in one section of a statute but omits that same language in another section of the statute, that omission is intentional. *Id.* However, where Congress repeats the same term throughout a statute, this Court interprets that term consistently. *Gustafson v. Alloyd Co.*, 513 U.S. 561, 568 (1995). Here, references to "launch," "reentry," and "activity" elsewhere in the CSLAA indicate that Congress intended Section 50915(a)(1) to have broad application.

The dissent below argued that Section 50915(a)(1) only applies to third-party claims involving acts during launch and reentry because "every substantive statute within Chapter 509 repeatedly refers to space launches and reentries." (R. 77a.) Indeed, the CSLAA refers to space launches and reentries several times. *See, e.g.*, 51 U.S.C. §§ 50901, 50902, 50904. But that only shows Congress knew how to draft the words "launch" and "reentry," and could have used those words again to limit the scope of third-party claims in Section 50915(a)(1), but instead chose not to.

Meanwhile, several statutory sections in the CSLAA use the term "activity" to reference acts broader than just the launch and reentry of a space vehicle. *See,*

e.g., 51 U.S.C. § 50902(2) (defining "crew" as one "who performs *activities*" that directly relate "to the launch, reentry, *or other operation of*" a launch vehicle or reentry vehicle) (emphases added); 51 U.S.C. § 50903(b) (requiring the Secretary of Transportation to "promote commercial space launches and reentries" and facilitate "commercial space transportation *activity*") (emphasis added); 51 U.S.C. § 50904(d) (requiring only one license "to conduct *activities* involving crew, government astronauts, or space flight participants, *including* launch and reentry") (emphases added); 51 U.S.C. § 50919(g)(1)(A) (stating the CSLAA does not apply to "a launch, reentry, operation of a launch vehicle or reentry vehicle . . . *or other space activity*" that is purely governmental and non-commercial) (emphasis added).

The CSLAA's repeated distinction of "activity" as something broader than "launch" and "reentry" indicates that Congress drafted "activity" as a general term that includes, but is not limited to, "launch" and "reentry." *See Samantar v. Yousuf*, 560 U.S. 305, 317 (2010) (finding the term "includes" generally signals a non-exhaustive list); *Fischer v. United States*, 603 U.S. 480, 487, 489 (2024) (explaining phrases like "or other" introduce a general term after a list of specific items that fall within the scope of the general term).

Moreover, the CSLAA's nonapplication provision delineates when the statute does not apply. 51 U.S.C. § 50919(g). Section 50919(g)(1)(A) states the CSLAA does not apply to "a launch, reentry, operation of a launch vehicle or reentry vehicle, operation of a launch site or reentry site, or other space activity the Government carries out for the Government." 51 U.S.C. § 50919(g)(1)(A). The CSLAA defines what "space activities the Government carries out for the Government" means. 51

U.S.C. § 50919(g)(2) (defining the phrase to include all purely governmental space activities except for: a government astronaut "being carried within a launch vehicle or reentry vehicle" and "performing activities directly relating to the launch, reentry, or other operation" of the vehicle).

Nowhere in the nonapplication provision does Congress limit the CSLAA's application to solely "launch" and "reentry." In fact, the nonapplication provision only describes purely governmental acts, meaning the CSLAA otherwise applies with full force to private launches, reentries, operations, and *other space activity*, such as the Empire's actions in space. *See Jennings v. Rodriguez*, 583 U.S. 281, 300 (2018) ("The expression of one thing implies the exclusion of others . . . ." (quoting A. SCALIA & B. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 107 (2012)). Once again, Congress had the ability and opportunity to limit third-party claims to those involving negligence during "launch" and "reentry," but chose not to.

Nothing in the CSLAA suggests that Congress limited "activity" exclusively to "launch" and "reentry." Adopting Petitioners' interpretation would render Congress' references to "launch" and "reentry" elsewhere in the statute as mere surplusage. *See Freeman*, 566 U.S. at 635 (favoring interpretations which give effect to every word and clause). If this Court is to give every written word its meaning, "activity" must include all activity under a license, not just launches and reentries.

3. A broad interpretation of Section 50915(a)(1) aligns with the United States' obligations under international treaties.

Congress instructed the Secretary of Transportation to carry out the CSLAA consistent with any obligations the United States assumes in an international

treaty, convention, or agreement. 51 U.S.C. § 50919(e); *see also* 51 U.S.C. § 50901(a)(7) (encouraging regulation of private spaceflight to the extent necessary for "compliance with international obligations"). Relevant here, Congress enacted the CSLAA after the ratification of two key international treaties: the Liability Convention and the Outer Space Treaty.[7]

The goal of these treaties is, in part, to create an effective legal scheme for outer space exploration and liability. *See* Liability Convention, 24 U.S.T. 2389, pmbl. (recognizing a need for rules concerning liability for damage caused by space objects to promptly compensate victims of such damage); Outer Space Treaty, 18 U.S.T. 2410, pmbl. (desiring broad international cooperation in the legal aspects of space exploration). Under the Liability Convention, the United States must assume liability for damages "elsewhere than on the surface of the earth" to a space object or persons on board when a national is at fault for causing such damage. Liability Convention, 24 U.S.T. 2389, art. III. Similarly, the Outer Space Treaty requires the United States to bear "international responsibility for national activities in outer space," whether a government agency or private entity conducts the activities. Outer Space Treaty, 18 U.S.T. 2410, art. VI. The Treaty also requires the United States to authorize and continually supervise private sector activity in space. *Id.*

These treaties do not limit the United States' responsibility solely to activities during launch and reentry. *See* Liability Convention, 24 U.S.T. 2389;

[7] The majority and dissent below disagree whether courts should interpret statutes according to non-self-executing treaties, such as the ones here. (R. 43a–44a, 77a.) However, this Court need not decide this issue because, here, Congress provided explicit instruction to interpret the CSLAA consistent with these international treaties. 51 U.S.C. § 50919(e).

Outer Space Treaty, 18 U.S.T. 2410. Indeed, that would be contrary to the goal of broadening liability to promptly and fully compensate victims of space object damage. *See* Liability Convention, 24 U.S.T. 2389, pmbl. Instead, both treaties explicitly impose national liability for activities that occur in outer space. Outer Space Treaty, 18 U.S.T. 2410, art. VI; Liability Convention, 24 U.S.T. 2389, art. III. If this Court is to follow Congress' explicit instruction, it should interpret Section 50915(a)(1) broadly, consistent with the obligations these ratified treaties impose on the United States.

Section 50915(a)(1)'s text is unambiguous—"activity" includes a licensee's actions in low Earth orbit, not just launches and reentries. This reading of "activity" maintains an internally consistent statutory scheme that also aligns with treaties the United States is obligated under. Thus, this Court should hold that third-party claims in Section 50915(a)(1) include those involving torts and damages in low Earth orbit.

B. The CSLAA's Causation Standard is But-For Causation and the Empire's Negligence was a But-For Cause of Solo's Injuries.

The district court properly interpreted the CSLAA's "resulting from" language to only require proof of but-for causation. (R. 37a.) After hearing all the evidence, the jury reasonably found the Empire's negligence was a but-for cause of Solo's injuries. (R. 40a.)

Alderaan law generally governs Solo's third-party claim, "except where . . . Acts of Congress otherwise require or provide." 28 U.S.C. § 1652. Here, Congress made clear that the CSLAA will supersede Alderaan law where it is inconsistent

with the Act. *See* 51 U.S.C. § 50919(c)(1) (providing that a state "may not adopt or have in effect a law, regulation, standard, or order inconsistent with this chapter"). This Court has held a statute supersedes state proximate cause law when it contains language like "caused by," "occasioned by," or "resulting in whole or in part from" and its purpose is to loosen constraints on recovery. *CSX Transp., Inc. v. McBride*, 564 U.S. 685, 702–03 (2011) (finding a federal labor statute did not incorporate common law notions of proximate cause).

Under a but-for causation standard, a defendant causes an event if the event would not have occurred but for the defendant's conduct. *Bostock*, 590 U.S. at 656. Meanwhile, a proximate cause standard requires a plaintiff to not only prove but-for cause, but also that its injury was a reasonably foreseeable result of the defendant's conduct. *Scheffer v. Wash. City, V.M. & G.S.R. Co.*, 105 U.S. 249, 252 (1881).

The CSLAA only requires proof of but-for causation, superseding Alderaan's inconsistent proximate cause law. The unambiguous text of Section 50915(a)(1) only requires that a third party's damages "result[] from" the licensee's wrongful acts—nothing more, and nothing less. *See* 51 U.S.C. § 50915(a)(1). Congress' references to "proximate cause" in other statutes reflect its intentional omission in Section 50915(a)(1). Meanwhile, a proximate cause requirement in Section 50915(a)(1) would cut against the purpose of the CSLAA, Liability Convention, and Outer Space Treaty to loosen barriers to recovery for victims of space torts.

Further, the evidence here supports the jury's finding of but-for cause. But for the Empire's negligence in designing a defective space station, the DS-1 would not have exploded and sent shrapnel flying into Solo's ship, injuring him on board.

1. The phrase "resulting from" in Section 50915(a)(1) clearly and unambiguously requires only a showing of but-for causation.

Statutory interpretation ends when the text is clear and unambiguous. *Bostock*, 590 U.S. at 673–74. Here, the plain text of Section 50915(a)(1) ends the analysis because the phrase "resulting from" clearly and unambiguously requires only a showing of but-for causation.

Section 50915(a)(1) requires the United States to pay "a successful claim (including reasonable litigation or settlement expenses) of a third party against a [licensee] *resulting from* an activity carried out under the license issued . . . for [damages] *resulting from* an activity carried out under the license." 51 U.S.C. § 50915(a)(1) (emphases added).

The undefined phrase "resulting from" takes on its ordinary, common meaning in the CSLAA. *See Burrage v. United States*, 571 U.S. 204, 210 (2014) (giving the phrase "results from" its ordinary meaning when the Controlled Substances Act left it undefined). "Where there is no textual or contextual indication to the contrary, courts regularly read phrases like 'results from' to require but-for causality." *Id.*; *see, e.g.*, *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023) (finding that, while but-for causation is "undisputedly broader than proximate cause," Congress specifically invoked but-for causation and nothing more when it used the phrase "resulting from" in a veteran disability statute).

Here, Congress used the phrase "resulting from" in the CSLAA, specifically invoking but-for causation. *See* 51 U.S.C. § 50915(a)(1). There is no indication that the phrase meant anything more or anything less than but-for causality. In fact,

other sections of the CSLAA and its regulations reaffirm that damages must "result[] from" an activity carried out under the license. *See, e.g.*, 51 U.S.C. § 50914(a)(1), (g); 14 C.F.R. §§ 440.3, 440.5(c). When such plain language exists, this Court should avoid taking on a legislative role and inserting statutory language where it does not exist. *See Bates*, 522 U.S. at 29.

The concurrence below suggested, and the dissent agreed, that the phrase "successful claim" in Section 50915(a)(1) indicates that the CSLAA incorporates all Alderaan common law, including its proximate cause law. (R. 56a–58a, 78a) (suggesting that any other interpretation would render the phrase "successful claim" meaningless).

Alderaan law does govern Solo's third-party claim, but only to the extent that it is not inconsistent with the CSLAA. 51 U.S.C. § 50919(c)(1). Here, Alderaan's proximate cause requirement is plainly inconsistent with the unambiguous "resulting from" language in Section 50915(a)(1). The district court correctly recognized this inconsistency and found that Solo did not need to prove proximate cause under the CSLAA. (R. 37a.) If Congress intended to fully incorporate state common law, as the concurrence and dissent suggested, then the phrase "resulting from" would be superfluous because state common law already requires some form of but-for causation for a successful claim.[8] *See Comcast Corp. v. Nat'l Ass'n of African Am.-Owned Media*, 589 U.S. 327, 331–32 (2020) (describing but-for

[8] The CSLAA's broad definition of "successful claim" also indicates Congress did not intend to fully incorporate state common law. *See* 51 U.S.C. § 50915(a)(1) (defining the phrase to include "reasonable litigation or settlement expenses," even though a "successful claim" at state common law may require proof of negligence after a full trial).

causation as the ancient common law "default" or "background" rule). To give every word its meaning, an interpretation of "resulting from" must only include but-for causality and nothing more. *See Freeman*, 566 U.S. at 635.

2. Congress' references to "proximate cause" in other statutes indicate its intentional omission in Section 50915(a)(1).

When Congress includes language in one statute but omits that language in another statute, this Court presumes Congress acted intentionally. *Russello*, 464 U.S. at 23. Here, references to "proximate cause" in other statutes shows Congress intended Section 50915(a)(1) to require but-for causality and nothing more.

Congress knows how to draft the phrase "proximate cause" when it wants to impose that causation standard onto plaintiffs—it has done so several times. *See, e.g.*, 33 U.S.C. § 2704(c)(1) (removing a damages cap for plaintiffs who show proximate cause); Act of June 5, 1924, ch. 261, § 2, 43 Stat. 389 (1924) (providing liability for "any disease proximately caused" by federal employment); Act of Oct. 6, 1917, ch. 105, § 306, 40 Stat. 407 (1917) (providing liability for postdischarge disabilities that "proximately result[ed] from [a predischarge] injury"). Congress could have used those words again in Section 50915(a)(1), but chose not to. *See* 51 U.S.C. § 50915(a)(1). That omission further reflects Congress' intent to have plaintiffs prove only but-for cause under the CSLAA, not proximate cause.

3. A but-for causation standard best effectuates the purpose of the CSLAA and related international treaties to loosen traditional barriers to recovery.

This Court looks to Congress' findings, goals, and purposes when interpreting a statute like the CSLAA. *See Russello*, 464 U.S. at 26–29. Two main goals underlie

Congress' creation of the CSLAA: (1) promotion of safe private sector spaceflight and space-related activity and (2) compliance with space treaties the United States is obligated under. 51 U.S.C. § 50901(a)(7), (9); 51 U.S.C. § 50919(e). A but-for causation standard is most compatible with the CSLAA and its related international treaties.

The CSLAA aims to promote commercial activity in a foreign and inherently dangerous environment. 51 U.S.C. § 50901(a)(12) (finding space transportation "inherently risky"). To promote public trust in commercial space flight, Congress found that a "clear legal, regulatory, and safety regime" was needed. *See* 51 U.S.C. § 50901(a)(14). However, to avoid stifling private entrepreneurship, such regulation must exist "only to the extent necessary" to ensure compliance with international treaties and protection of public health and safety. 51 U.S.C. § 50901(a)(7), (b)(1).

Congress also enacted the CSLAA, in part, to satisfy the United States' obligations under the Liability Convention and Outer Space Treaty. *See* 51 U.S.C. §§ 50901(a)(7), 50919(e). These treaties ensure that victims of a nation's space-related activity receive prompt and full relief by loosening traditional barriers to recovery. *See* Liability Convention, 24 U.S.T. 2389, pmbl. (stating its purpose, "in particular," is to ensure that victims receive prompt and full compensation); *id.* at art. II (imposing strict liability onto nations whose space object causes damage on Earth's surface or to aircraft in flight). It is for this reason that signatory nations, such as the United States, must accept a broad scope of responsibility. *See* Outer Space Treaty, 18 U.S.T. 2410, art. VI (requiring nations to bear international responsibility for governmental and non-governmental activity in space); *id.* art. VII

(imposing international liability on nations who directly or indirectly launch a space object that causes damage).

Accordingly, the CSLAA's indemnification scheme was borne out of a unique need to encourage commercial risk-taking, while still ensuring public safety and providing prompt compensation to victims of space torts. A but-for causation standard that loosens traditional barriers to recovery best effectuates these goals.

But-for causality is most consistent with the CSLAA's indemnification scheme. The CSLAA incentivizes private entities to participate in inherently risky space activities by indemnifying them against a broad spectrum of third-party claims. *See* 51 U.S.C. § 50915(a)(1) (broadening "successful [third-party] claim[s]" to include "reasonable litigation or settlement expenses" and those claims where damages merely "result[] from" a licensee's conduct). A but-for causation standard, in loosening barriers to recovery, ensures this spectrum of third-party claims remains broad. *See Comcast Corp.*, 589 U.S. at 331–32 (explaining but-for causality is the "default" element in most common law claims). Meanwhile, limiting the United States' indemnification obligation solely to those claims with a proximate cause element may unnecessarily cause licensees to bear more financial risk from non-proximate cause claims.

Requiring the United States to indemnify such a broad scope of but-for causation claims also promotes public safety. The United States is in the best position to regulate and monitor the actions of licensed space companies. *See* 51 U.S.C. § 50901(a)(13) (placing responsibility on the Department of Transportation to regulate the commercial space flight industry); *Flanigan ex rel. Flanigan v.*

Westwind Techs., Inc., 648 F. Supp. 2d 994, 1005 (W.D. Tenn. 2008) (finding, similarly, the United States is in the best position to regulate a contractor's activity). A but-for causation standard that ensures the United States will broadly indemnify licensees creates a monetary incentive for the Government to actively regulate the safety of commercial space flight.

But-for causality is also consistent with the Liability Convention and Outer Space Treaty's goals to loosen traditional barriers to recovery. Under a but-for causation standard, a victim of a space tort need not prove foreseeability or rebut superseding cause allegations to receive prompt and full compensation for injuries. *See Bostock*, 590 U.S. at 656. All a plaintiff must do is prove a direct and substantial link between the defendant and the victim's damages. *See id.*

Meanwhile, a proximate causation standard would be unworkable. Proximate cause asks what is reasonable and foreseeable. *See Scheffer*, 105 U.S. at 252. Such questions are answerable on Earth, where established norms and codes of conduct often determine reasonableness and foreseeability. *See Strickland v. Washington*, 466 U.S. 668, 688 (1984). In the ever-evolving, foreign environment of space, such questions may have no known answers. *See* Robert P. Merges & Glenn H. Reynolds, *Rules of the Road for Space?: Satellite Collisions and the Inadequacy of Current Space Law*, 40 ENVTL. L. REP. NEWS & ANALYSIS 10009, 10009 (2010) (explaining foreseeability in space is neither straightforward nor sensible without established ideas of normal space behavior). Jurors should not have to don the caps of space scientists and lawyers to answer whether a particular event in space was foreseeable or superseding. *See Milwaukee & St. P.R. Co. v. Kellogg*, 94 U.S. 469,

474 (1876) ("[T]he proximate cause of an injury . . . is not a question of science or of legal knowledge."). This Court has already called proximate cause "notoriously confusing," *CSX Transp., Inc.*, 564 U.S. at 701, when dealing with torts on Earth—proximate cause in space would be doubly troubling. A proximate cause standard is the opposite of the "clear legal, regulatory, and safety regime" the CSLAA demands. *See* 51 U.S.C. § 50901(a)(14).

In the future, when humanity establishes outer-space codes of conduct, the standard might become one of proximate cause. *See* 51 U.S.C. § 50901(a)(15) (finding standards governing human space flight will evolve as the industry matures). But that day is far from near, and it would be the legislature's job to decide a new causation standard, not the judiciary's. *See Henson v. Santander Consumer USA Inc.*, 582 U.S. 79, 90 (2017). (explaining that, while "reasonable people can disagree with how Congress balanced the various social costs and benefits," the judiciary's proper role is "to apply, not amend, the work of the People's representatives"). Until then, courts should apply the but-for causation standard Congress first established in the CSLAA during the early days of space flight.

4. The Empire's negligence was a but-for cause of Solo's injuries.

But-for cause exists where an event would not have occurred but for the defendant's conduct. *Bostock*, 590 U.S. at 656. The evidence in this case supports the jury's finding of but-for causation.

The Empire designed the DS-1—a massive space station equipped with a "superlaser" that had the power to destroy asteroids. (R. 7a–8a.) But the Empire made a crucial error in the DS-1's design. (R. 13a.) The DS-1's Achilles' heel was a

negligently designed thermal exhaust port. *Id.* If one hit the port with a proton torpedo, a chain reaction would ensue, causing the station to explode. *Id.* Alianza Rebelde learned of this design flaw and dispatched pilot Skywalker to strike the port with a proton torpedo. *Id.* Skywalker's successful strike caused the DS-1 to explode, sending shrapnel flying into Solo's ship and injuring him on board. *Id.*

Because Solo's injuries would not have occurred but for the Empire's negligent design of the DS-1, the jury reasonably found but-for causation satisfied in this case. This is all the CSLAA requires. The district court correctly interpreted the CSLAA and denied the Petitioners' motions that argued otherwise.

C. Alternatively, Even If the CSLAA Required Proximate Cause, the Evidence Supports the Jury's Finding that the Empire Proximately Caused Solo's Injuries.

Even if Section 50915(a)(1) incorporated Alderaan's proximate cause law, the district court still properly denied the Petitioners' motions because a reasonable jury already found the Empire proximately caused Solo's injuries.

Proximate cause asks whether a plaintiff's injury was a reasonably foreseeable result of the defendant's conduct. *See Scheffer*, 105 U.S. at 252. If the result was foreseeable and no superseding cause broke the chain between the defendant's conduct and plaintiff's injuries, proximate cause is satisfied. *See Exxon Co., U.S.A. v. Sofec, Inc.*, 517 U.S. 830, 835 (1996). It is the role of the jury to answer such questions, and a court may not usurp that role unless no reasonable mind could differ. *See Milwaukee*, 94 U.S. at 474–76 ("[T]he proximate cause of an injury is ordinarily a question for the jury."). To determine issues of proximate and superseding cause, Alderaan follows the RESTATEMENT (SECOND) OF TORTS. (R. 40a.)

Section 448 of the RESTATEMENT (SECOND) OF TORTS provides: a third party's criminal or intentionally tortious conduct is not a superseding cause of harm if the original actor "*realized or should have realized* the likelihood that" a third party "might avail himself of [an] opportunity" to commit a crime or intentional tort. RESTATEMENT (SECOND) OF TORTS § 448 (emphasis added). An actor should anticipate such third-party conduct if a situation "afford[s] temptations to which a recognizable percentage of humanity is likely to yield." *Id.* § 448 cmt. b.

The dissent below suggested that terroristic acts like Solo's are always superseding causes as a matter of law. (R. 83a–84a.) This is not true. Third-party criminal conduct is only a superseding cause if it is not reasonably foreseeable. RESTATEMENT (SECOND) OF TORTS § 448. The dissent simply relied on cases where terroristic acts were not a foreseeable result of the defendants' negligence. *See Port Auth. of N.Y. & N.J. v. Arcadian Corp.*, 189 F.3d 305, 318 (3d Cir. 1999) (affirming that the critical factor is foreseeability); *Gaines-Tabb v. ICI Explosives, USA, Inc.*, 160 F.3d 613, 621 (10th Cir. 1998) (same).

Unlike the defendants in the dissent's cases, here, the Empire foresaw such third-party conduct. "The Empire sought to keep [the defect] private and to avoid its dissemination to those thought to have the means and desire to take advantage of the design flaw." (R. 13a.) Such efforts and thoughts alone show the Empire's actual realization that someone like Skywalker could take advantage of the defect.

The Empire's concern was well-founded. Even assuming, arguendo, the Empire did not actually foresee such third-party conduct, it *should have* foreseen conduct like Skywalker's.

During the construction of the DS-1, people staged worldwide protests against its construction, calling it the "Death Star." (R. 59a.) They were concerned the DS-1 would ironically increase the risk of meteoroid strikes or de-orbit itself, risking more damage on Earth. (R. 60a.) Nations protested too, calling the "Death Star" a "weapon of mass destruction" that violated international law. *Id.* Their concerns stemmed from a skepticism of the DS-1's purported peaceful purpose, given the United States' hawkish stance on space power. (R. 60a–63a) (describing how the United States recently withdrew from the Anti-Ballistic Missile Treaty, opposed a resolution to prevent an arms race in space, and denied other nations' requests to inspect the DS-1). Suffice it to say, the DS-1 was highly unpopular with a "recognizable percentage of humanity." *See* RESTATEMENT (SECOND) OF TORTS § 448 cmt. b. Thus, putting aside the Empire's actual foresight, the Empire also *should have* foreseen that someone might take advantage of the DS-1's design flaw and destroy the station.

The dissent below argued that Skywalker's actions were a superseding cause that broke the link between the Empire's negligence and Solo's damages. (R. 79a–82a.) Specifically, the dissent claimed that Skywalker's actions were superseding because they were "highly extraordinary." *Id.* (arguing that the financial and technical hurdles involved in a space launch are "daunting").

But Skywalker's actions were not as extraordinary as the dissent suggested. During the DS-1's development, around 176 countries had the financial means to conduct a space launch. (R. 64a.) At least fourteen of those countries already had the technical capacity to launch. (R. 81a.) Guatemala, home to Skywalker's launch

site and Alianza Rebelde's headquarters, was one of them. (R. 3a, 5a.) Similarly, a wealthy entity, such as Alianza Rebelde, (R. 82a), could pool finances to fly Skywalker into low Earth orbit with a proton torpedo.[9] Indeed, after the enaction of the CSLAA, private spaceflight has become the new norm.[10]

Even if Skywalker's actions were extraordinary, they were still not a superseding cause because they were foreseeable. *See Staub v. Proctor Hosp.*, 562 U.S. 411, 420 (2011) (explaining a cause is "superseding" only if it is not foreseeable); *Exxon*, 517 U.S. at 835 (affirming the idea that an actor's negligence is extraordinary when it is neither normal nor reasonably foreseeable).

Additionally, the extraordinary nature of a third party's actions was merely one of six factors the jury considered in determining whether Skywalker's actions were a superseding cause. (R. 41a); RESTATEMENT (SECOND) OF TORTS § 442. A jury could just as easily find that Skywalker's actions were not superseding because the consequence of Skywalker's successful attack is the same as the consequence of an accident involving the defective port—namely, the DS-1's explosion. *Id.* at § 442(a). Because a single reasonable mind, weighing all factors, could decide that Skywalker's actions were not a superseding cause, the jury's proximate cause finding must stand. *See Milwaukee*, 94 U.S. at 474–76.

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[9] While proton torpedoes sound daunting, they are the rough equivalent of guided tomahawk missiles. (R. 63a–64a.) These missiles are not uncommon. They have been in production since the 1980s and around 55–90 new missiles are produced per year. *See* Mike Stone, *US Tomahawk missile shipments to Ukraine unlikely, sources say*, Reuters (Oct. 2, 2025, at 15:11 ET), https://www.reuters.com/business/aerospace-defense/us-tomahawk-missile-shipments-ukraine-unlikely-sources-say-2025-10-02/.

[10] As of 2021, the United States alone was home to 5,582 space-focused companies. *See* John Koetsier, *Space Inc: 10,000 Companies, $4T Value . . . And 52% American*, Forbes (June 28, 2021, at 13:16 ET), https://www.forbes.com/sites/johnkoetsier/2021/05/22/space-inc-10000-companies-4t-value--and-52-american/.

The evidence in this case supports the jury's finding of proximate cause. Not only should the Empire have foreseen third-party conduct such as Solo's, but it actually did foresee such third-party conduct. Skywalker's actions did not break the chain between the Empire's negligence and Solo's injuries. Rather, the "constellation of circumstances," (R. 83a), that caused Solo's damages substantially stemmed from one place—the Empire's own, undisputed negligence.

CONCLUSION

For these reasons, this Court should affirm the Sixteenth Circuit and hold that the district court properly exercised venue in Alderaan and correctly interpreted and applied the CSLAA.

Respectfully submitted,

TEAM 35

Counsel for Respondent

CERTIFICATE OF COMPLIANCE

The undersigned, counsel for Respondent, hereby certifies that, in compliance with Competition Rule 2.5 and Supreme Court Rule 33.1, Respondent's brief contains 13,468 words, beginning with the Statement of Jurisdiction through the Conclusion, including all headings and footnotes, but excluding the Certificate of Service, Certificate of Compliance, and the attached Appendix.

Respectfully submitted,

TEAM 35

Counsel for Respondent

APPENDIX

STATUTORY PROVISIONS

28 U.S.C. § 1391(b) provides, in pertinent part:

> (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.

51 U.S.C. § 50915(a)(1) 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 or 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.

Liability Convention, 24 U.S.T. 2389, arts. II–III provides, in pertinent part:

Article II

A launching State shall be absolutely liable to pay compensation for damage caused by its space object on the surface of the earth or to aircraft in flight.

Article III

In the event of damage being caused elsewhere than on the surface of the earth to a space object of one launching State or to persons or property on board such a space object by a space object of another launching State, the latter shall be liable only if the damage is due to its fault or the fault of persons for whom it is responsible.

Outer Space Treaty, 18 U.S.T. 2410, arts. VI–VII provides, in pertinent part:

Article VI

States Parties to the Treaty shall bear international responsibility for national activities in outer space, including the moon and other celestial bodies, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions set forth in the present Treaty. The activities of non-governmental entities in outer space, including the moon and other celestial bodies, shall require authorization and continuing supervision by the appropriate State Party to the Treaty. When activities are carried on in outer space, including the moon and other celestial bodies, by an international organization, responsibility for compliance with this Treaty shall be borne both by the international organization and by the States Parties to the Treaty participating in such organization.

Article VII

Each State Party to the Treaty that launches or procures the launching of an object into outer space, including the moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air space or in outer space, including the moon and other celestial bodies.