No. 24-2187

In The
Supreme Court of the United States

GALACTIC EMPIRE, INC.,

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 PETITIONERS

November 17, 2025

Submitted by:

TEAM NUMBER 56
Counsel for Petitioners

QUESTIONS PRESENTED

1. Whether Petitioner's Rule 12(b)(3) motion should be granted where Respondent failed to produce competent evidence establishing that venue in the judicial district of Alderaan was proper, and the alleged conduct giving rise to Respondent's claim occurred in the outer space above and beyond the sovereign control of the State of Alderaan.

2. Whether the Commercial Space Launch Activities Act subjects a private commercial space launch participant to tort liability for a negligent design defect where the intentional terroristic act of a third party independent of the participant causes the harm.

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The opinion of the United States District Court for the District of Alderaan is unreported and set out in the Record. Record ("R.") at 15a. The opinion of the Sixteenth Circuit is also unreported and set out in the Record. R. at 1a.

STATEMENT OF JURISDICTION

The United States District Court for the District of Alderaan had original jurisdiction pursuant to 28 U.S.C. § 1331 and entered judgment on May 25, 2022. The United States Court of Appeals for the Sixteenth Circuit had jurisdiction pursuant to 28 U.S.C. §§ 1291 and 1294(1) and entered judgment in this case on May 4, 2023. This Court has jurisdiction pursuant to 28 U.S.C. § 1254(1).

STATUTORY AND CONSTITUTIONAL PROVISIONS INVOLVED

The central statutory provisions in this case are Section 1391 of Title 28 of the United States Code, 28 U.S.C. § 1391, and Section 50915 of Title 51 of the United States Code, 51 U.S.C. § 50915. This case also involves Federal Rule of Civil Procedure 12(b)(3), Fed. R. Civ. P. 12(b)(3). These provisions are set forth in relevant part in the Appendix.

STATEMENT OF THE CASE

A. Statement of Facts

Galactic Empire, Inc. (the "Empire") is a longstanding American company that focuses on planetary defense. R. at. 7a. The Empire, and its space-related subsidiary, Galgag, are headquartered in California. R. at 7a. In response to three incidents of meteoroid strikes in California, the Empire began work on the Defense System One (the "DS-1") to destroy incoming asteroids before reaching Earth's atmosphere. R. at.

8a. To build the DS-1 the Empire conducted several launches of supplies from California into Earth's orbit. R. at 2a.

The Empire never conducted a space launch nor acquired any supplies from Alderaan, the most recently annexed U.S. state. R. at 13a, 19a. The Empire also has not conducted any business, registered to do business, or employed any individuals in Alderaan. R. at. 13a, 19a.

The Empire's launches were authorized by the U.S. Government pursuant to the Commercial Space Launch Activities Act ("CSLAA"), a statutory scheme that licenses private entities to conduct space launches and reentries. R. at. 10a. The Empire fully complied with its obligations under the CSLAA—it obtained licenses for all DS-1 launches and reentries, and it purchased the requisite amount of liability insurance for any claims that could arise from its space launches and reentries. R. at. 10a–11a. Thus, for each launch and return from the DS-1, the CSLAA governed the Empire's conduct. R. at 10a.

However, in an unprecedented act of terrorism in May 2017, former Defendant, Luke Skywalker destroyed the DS-1. R. at. 13a. Skywalker, a Tunisian citizen, was employed by Alianza Rebelde ("Rebelde"), a Guatemalan company with an Alderaanian financial benefactor, to destroy the DS-1. R. at. 3a, 13a, 19a. It is undisputed that the DS-1 contained a design defect—a direct hit of a specific exhaust port, only two meters in diameter, would result in a station explosion. R. at 13a. While the Empire sought to keep this information private, Rebelde, a "ragtag 'rebel alliance,'" apparently learned of this defect and sent Skywalker—one of the best

space pilots on Earth—into space in an X-wing starfighter to destroy the DS-1. R. at. 5a, 13a, 81a. Skywalker successfully struck the small thermal exhaust port of the DS-1 without a functional targeting computer, resulting in an explosion. R. at 13a, 83a.

Upon Skywalker's destruction of the DS-1, fragments from the station struck an in-flight spaceship flown for tourism by Han Solo, a citizen of Chicago, Illinois, and one of three billionaires on Earth with the capabilities to conduct commercial space flights. R. at 3a–4a, 82a. Some fragments landed on Earth in Alderaan. R. at 3a. According to Solo, at the time DS-1 fragments struck his ship, the DS-1 was in orbit above Alderaan—460 kilometers above the Earth's surface. R. at 8a. Solo also alleged that his own spaceship sustained damages while travelling in the outer space above Alderaan. R. at. 20a. The lower court did not factually determine the precise location at the time of the explosion due to unreliable expert testimony and inconclusive navigational computer evidence. R. at 21a. It is undisputed, however, that Solo's flight was not licensed by the CSLAA. R. at. 14a. The DS-1 fragments caused bodily injury to Solo and property damage to his spaceship, which led to the proceedings below. R. at. 14a.

B. Procedural History

On May 21, 2019, Solo filed a negligence claim against Skywalker, Rebelde, Guatemala, and the Empire in the United States District Court for the District of Alderaan. R. at 14a. Before trial, the Empire challenged venue in Alderaan as improper. R. at 15a. Despite an evidentiary hearing with inconclusive evidence, the district court deemed venue proper in Alderaan. R. at 15a. The lower court based its conclusion on events that allegedly occurred in low-Earth orbit above Alderaan, not

on terrestrial Earth. R. at 20a. The district court also placed the burden of proof for the venue motion on defendant, an approach only formally adopted by two other circuits. R. at 22a, 23a. Skywalker and Rebelde both settled with Solo before trial, and because the U.S. Government intervened and Guatemala prevailed on a motion for summary judgment, the case proceeded to trial with just the Empire and the United States. R. at 15a. As such, Solo, the Empire, and the United States are the only parties to this appeal. R. at 4a.

At trial, the district court applied the CSLAA to Solo's claims and imposed a but-for causation requirement under the statute. R. at 37a. The jury determined that the Empire's negligence was a but-for cause of Solo's injuries. R. at 40a. At the Petitioners' request, the jury was asked if the Empire's negligence was the proximate cause of Solo's damages. R. at 41a. The jury answered yes, but the district court deemed this immaterial to the judgment. R. at. 41a. The district court then entered judgment against the Empire for $2.7 billion. The U.S. Government's share of the Empire's damages was $2.2 billion due to its indemnification obligations under the CSLAA. R. at. 11a, 16a. The Petitioners filed renewed motions for judgment as a matter of law, which were denied. R. at 52a. Petitioners appealed.

On appeal, the Sixteenth Circuit affirmed the decision of the district court. R. at 52a. The Sixteenth Circuit first affirmed that the Empire had the burden to establish improper venue, and because that burden was not met, venue was proper in Alderaan. R. at 24a. The Sixteenth Circuit also reasoned that venue was proper

because conduct that occurred in the outer space allegedly above Alderaan occurred in a "judicial district" in Alderaan. R. at 31a, 34a.

Turning to the merits, the Sixteenth Circuit applied the CSLAA to Solo's claims and agreed with the district court that the proper causation standard under the CSLAA is but-for causation. R. at 46a. The Sixteenth Circuit then held the Empire's negligence was a but-for cause of Solo's injuries and the U.S Government was obligated to indemnify the Empire. R. at 48a. This appeal followed.

SUMMARY OF THE ARGUMENT

This Court should reverse the Sixteenth Circuit's decision denying the Empire's motion to dismiss for improper venue and denying Petitioners' motions for judgment as a matter of law.

The Sixteenth Circuit erred in denying Petitioner's Rule 12(b)(3) motion to dismiss for improper venue. Procedurally, the Sixteenth Circuit incorrectly placed the burden of proof on the defendant following a challenge of venue. This approach, only formally adopted by the Third, Eighth, and now Sixteenth circuits, is inconsistent with burden allocation precedent and perversely incentivizes procedural gamesmanship. The majority approach, which places the burden of proof on the plaintiff, is consistent with a plaintiff's affirmative obligation to initiate their suit in the proper forum and is more consistent with this Court's considerations of fundamental fairness. This Court should resolve the circuit split by adopting the majority approach. In turn, because the district court determined following an evidentiary hearing that the evidence of the parties was conflicting and inconclusive,

this Court should grant Petitioner's motion to dismiss for improper venue—Respondent bore the burden of proof to establish proper venue but failed to do so.

Even if this Court places the burden on the defendant, Petitioner's motion to dismiss for improper venue should still be granted because, as a matter of law, a substantial part of the events giving rise to Respondent's claim did not occur in the judicial district of Alderaan under 28 U.S.C. § 1391. The lower court erred in determining that events in outer space beyond the sovereign control of the United States occurred *in a judicial district* of Alderaan. This interpretation is inconsistent with statutes and case law defining judicial districts as areas only in which there is court authority. The Sixteenth Circuit's interpretation of § 1391 incorrectly conflates outer space with airspace and creates a venue framework for outer space torts that is judicially impractical and scientifically untenable. Because substantial events giving rise to Respondent's claim did not occur within the terrestrial bounds of Alderaan under § 1391(b)(2), and because no other applicable venue provisions apply to Alderaan, venue is only proper in California.

Thus, irrespective of which party carries the burden of proof, venue is improper in Alderaan as a matter of law. This Court should reverse the Sixteenth Circuit's decision denying Petitioner's motion to dismiss for improper venue.

Turning to the merits, the Sixteenth Circuit erred in applying the CSLAA and imposing a but-for causation standard under the statute. First, the CSLAA and a license under the statute plainly applies to space launch and reentry events, so an activity carried out under a CSLAA license is one that occurs during a space launch

or reentry. The statutory language that triggers the U.S. Government's indemnification obligations requires a claim to result from an activity under the license and relate to *one* launch or reentry. Moreover, other statutory provisions under the CSLAA direct the statute's application to events that occur solely during launches or reentries from space.

Second, there are both textual and contextual indications under the CSLAA contrary to imposing but-for causation under the statute. For the statute to apply, there must first be a successful claim by a third party against a licensee for injury or property damage, and this Court has clarified that proximate causation is proper for claims of loss. Additionally, this Court has acknowledged that remedies cannot encompass every possible harm that traces to a wrongdoing. The CSLAA is an indemnity scheme, and Congress expressed their desire to limit liability in paying for damages owed by a licensee. Properly read in this context, the requirement of a successful claim under the CSLAA triggers proximate causation.

Lastly, proximate causation fails in this case. Skywalker's intentional destruction of the DS-1 was a superseding act that was unforeseeable to the Empire and thus relieves the Empire of any liability. It was not foreseeable that a Guatemalan company and a Tunisian space pilot would carry out the highly complex terroristic act of exploding a stationary space object by striking a two-meter-wide exhaust port with a proton torpedo. The destruction of the DS-1 was an extraordinary, wrongful act independent of the Empire and conducted by a third party whose culpability far exceeded the Empire's.

Thus, this Court should reverse the decision of the Sixteenth Circuit and grant Petitioners' renewed motions for judgment as a matter of law.

ARGUMENT

I. THE SIXTEENTH CIRCUIT ERRED IN DENYING PETITIONER'S MOTION TO DISMISS FOR IMPROPER VENUE.

This Court should reverse the Sixteenth Circuit's decision denying Petitioner's motion to dismiss for improper venue under Rule 12(b)(3). It is "plaintiff's obligation to institute [their] action in a permissible forum[.]" *Freeman v. Fallin*, 254 F. Supp. 2d 52, 56 (D.D.C. 2003). A party may challenge a plaintiff's chosen venue as improper either in a responsive pleading or before a responsive pleading in a pre-answer motion. Fed. R. Civ. P. 12(b). The First, Second, Fourth, Sixth, Ninth, Eleventh, and Federal circuits agree that when a party challenges venue, the plaintiff bears the burden to prove that their chosen venue is proper. *See Cordis Corp. v. Cardiac Pacemakers*, 599 F.2d 1085, 1086 (1st Cir. 1979); *Gulf Ins. Co. v. Glassbrenner*, 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. v. Wash. Mills Abrasive Co.*, 840 F.2d 843, 845 (11th Cir. 1988); *In re ZTE (USA) Inc.*, 890 F.3d 1008, 1013 (Fed. Cir. 2018).

The Fifth, Tenth, Seventh, and D.C. circuits have not decided the issue, but each circuit has lower court decisions placing the burden of proof on the plaintiff. *See Galderma Labs., L.P. v. Teva Pharms. U.S., Inc.*, 290 F. Supp. 3d 599, 605 (N.D. Tex. 2017) (noting that "most district courts within this circuit have imposed the burden

of proving that venue is proper on the plaintiff"); *Scott v. Buckner Co.*, 388 F. Supp. 3d 1320, 1326 (D. Colo. 2019); *Freeman*, 254 F. Supp. 2d at 56. Only the Third, Eighth, (and Sixteenth) circuits have decisively placed this burden on the defendant. *See 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). The Sixteenth Circuit erred in its adoption of the minority approach.[1]

Placing the burden of proof on the defendant is inconsistent with how federal courts have assigned evidentiary burdens for other similarly situated motions. *Tobien*, 133 F.4th at 619; *ZTE*, 890 F.3d at 1015. The majority approach correctly recognizes the procedural and factual similarities between 12(b)(2) and 12(b)(3) motions and applies the same burden shifting framework to both. *Tobien*, 133 F.4th at 619-20. By contrast, the minority approach conflates affirmative dilatory defenses under Rule 12(b) with affirmative exculpatory defenses under Rule 8. *Id.* at 620. The majority approach better aligns with the availability of evidence and helps to alleviate this Court's concerns of gamesmanship and forum shopping. This Court should resolve this circuit split by placing the burden on the plaintiff, and in turn, granting Petitioner's motion to dismiss, as Respondent bore the burden of proof but failed to do so.

However, even under the minority approach, venue is still improper in Alderaan because, as a matter of law, a substantial part of events giving rise to

[1] As no party presented competent evidence following the district court's evidentiary hearing, R. at 22a, this Court's review of the lower court's venue ruling is de novo. *See Mitrano*, 377 F.3d at 405; *Glasbrenner*, 417 F.3d at 355.

Respondent's claim did not occur in Alderaan under 28 U.S.C. § 1391(b)(2). The Sixteenth Circuit erred in determining that conduct in the sovereignless outer space above Alderaan occurred in the *judicial district* of Alderaan. This holding is at odds with the language of § 1391, incorrectly conflates airspace with outer space, and results in venue determinations for outer space torts that are judicially impractical and scientifically untenable. As substantial events giving rise to Respondent's claim did not occur *in* Alderaan, the Sixteenth Circuit erred in its venue determination.

A. This Court Should Adopt the Majority Position That a Plaintiff Bears the Burden of Proof to Establish That Their Choice of Venue is Proper Under Rule 12(b)(3).

Placing the burden of proof on plaintiffs to establish that their venue of choice is proper is consistent with a plaintiff's affirmative obligation to bring suit in a permissible forum, this Court's treatment of affirmative dilatory defenses, and considerations of procedural fairness. The minority approach adopted by the Sixteenth Circuit deviates from the burden shifting frameworks of similar 12(b) motions and encourages strategic gamesmanship and forum shopping.

1. Jurisdiction and venue are legally and factually related principles that place an affirmative obligation on the plaintiff to initiate a cause of action in the appropriate forum.

Jurisdiction and venue are "closely related concepts in their application[,]" and thus the burden to establish venue should be on plaintiff, just as it is to establish personal jurisdiction. *Id.* at 619. Functionally, both venue and personal jurisdiction are "consistent with the plaintiff's threshold obligation to show that the case belongs to the particular district court in which suit has been instituted." *Delta Sigma Theta Sorority, Inc. v. Bivins*, 20 F. Supp. 3d 207, 211 (D.D.C. 2014) (cleaned up). Like

personal jurisdiction, defendant must raise a venue challenge or risk waiver. Fed. R. Civ. P. 12(h). The minority position thus incorrectly assumes that the burden is on the defendant because defendant is the movant. *See Orshek*, 164 F.2d at 742; *Myers*, 695 F.2d at 724. "Those very same premises would mean that the defendant must disprove personal jurisdiction"—but this is not the case. *Tobien*, 133 F.4th at 620. The majority position rightly acknowledges that "both [motions] are personal privileges of the defendant" that must be proven by the plaintiff. *Leroy v. Great W. United Corp.*, 443 U.S. 173 (1979) (superseded by statute on other grounds as stated in *Globe Glass & Mirror Co. v. Brown*, 888 F. Supp. 768, 770 (E.D. La. 1995)).

Personal jurisdiction and venue also oftentimes hinge on the same jurisdictional facts due to the structure of the venue statute. *Tobien*, 133 F. 4th at 619. Under § 1391(b)(1), "venue is proper at the judicial district in which all defendants reside." Residency is determined by where a natural person is domiciled or where an entity is subject to the court's personal jurisdiction. § 1391(c). A defendant's domicile is thus often part of a venue inquiry just as it is a personal jurisdiction inquiry. *See Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 358-59 (2021) (noting that "an individual is subject to general jurisdiction in her place of domicile."). Venue challenges under § 1391(b)(1) turn on similar and sometimes identical facts to personal jurisdiction, and in each instance, the burden of proof should be on the plaintiff. *Aro. Mfg. Co. v. Auto. Body Rsch. Corp.*, 352 F.2d 400, 403 (1st Cir. 1965) ("The burden of proving jurisdictional facts is upon the plaintiff.").

That venue is dependent on jurisdiction is also evident from Congress' official codification of § 1391(b)(3) in 2011. *See Script Sec. Sols. L.L.C. v. Amazon.com, Inc.*, 170 F. Supp. 3d 928, 932-33 (E.D. Tex. 2016). Under § 1391(b)(3), an action may be brought in "any judicial district in which any defendant is subject to the court's *personal jurisdiction* with respect to such action." (emphasis added). "A 12(b)(3) motion contesting fallback venue under section § 1391(b)(3) is thus the substantial equivalent of a motion to dismiss for lack of personal jurisdiction. It wouldn't make sense for courts to use different burdens of proof in evaluating these motions." *Tobien*, 133 F.4th at 620. The majority approach therefore keeps 12(b)(3) and 12(b)(2) motions in proper procedural harmony and ensures that jurisdictional facts are treated the same way under both motions.

By contrast, the Third and Eighth Circuit decisions placing the burden on the defendant were decided before Congress amended § 1391 to include language directly linking venue to personal jurisdiction. It was not until 1988 that Congress first linked the two concepts by defining a corporate defendant's residency as a "judicial district in which a defendant that is a corporation is subject to personal jurisdiction[.]" *See Script Sec.*, 170 F. Supp. 3d at 932 (quoting 28 U.S.C. § 1391(c) (1988)). The Third Circuit decided *Myers* in 1982. The Eighth Circuit decided *Orshek* in 1947—one year before § 1391 was even enacted. *See TC Heartland LLC v. Kraft Foods Grp. Brands LLC*, 581 U.S. 258, 259 (2017) (noting that the general venue statute was enacted in 1948). The chronology of the two decisions demonstrates that the minority approach is out of touch with the current venue statute. The majority approach therefore

properly understands the modern-day relationship between venue and personal jurisdiction, while the minority position does not.

2. Improper venue is an affirmative dilatory defense, and it is traditional practice to place the burden of proving affirmative dilatory defenses on the plaintiff.

The Sixteenth Circuit erred in conflating venue, an affirmative *dilatory* defense, with affirmative *exculpatory* defenses, the former of which typically places the burden of proof on the plaintiff. *See Myers*, 695 F.2d at 732 (Garth, J., concurring and dissenting). An affirmative exculpatory defense "touch[es] the merits of the cause of action" and must be proven by the defendant. *Id.*; *Tobien*, 133 F.4th at 620. By contrast, affirmative dilatory defenses "touch only the court's legal authority to entertain the complaint" and "exert no preclusive effect." *Myers*, 695 F.2d at 732 (Garth, J., concurring and dissenting). Even the *Myers* majority acknowledges that venue is an affirmative dilatory defense. 695 F.2d at 724.

A defendant does not traditionally carry the burden of proving affirmative dilatory defenses. *Tobien*, 133 F.4th at 620. This is true of motions to dismiss due to lack of personal jurisdiction under 12(b)(2) and motions to dismiss due to insufficient process under Rule 12(b)(4) and 12(b)(5). *See Grand Ent. Grp. v. Star Media Sales*, 988 F.2d 476, 488 (3d Cir. 1993) ("[T]he party asserting the validity of service bears the burden of proof on that issue."); *Buon v. Spindler*, 65 F.4th 64, 73 (2d Cir. 2023) ("[T]o survive a motion to dismiss based on lack of personal jurisdiction and insufficient service of process, the plaintiff must demonstrate that she adequately served the defendants."). The Sixteenth Circuit erred in placing the burden of proof on defendant for determinations of venue when similar 12(b) motions do not.

Venue, personal jurisdiction, and insufficient process motions all differ from the affirmative dilatory defenses enumerated in Rule 8 and motions to dismiss for failure to state a claim under Rule 12(b)(6). Rule 8(c) expressly lists exculpatory defenses which a defendant must affirmatively plead and prove—this list does not include venue. *See* Fed. R. Civ. P. 8(c); *Myers*, 695 F.2d at 733 (Garth, J., concurring and dissenting). This suggests that improper venue is less like Rule 8 affirmative exculpatory defenses and more like Rule 12(b) exculpatory dilatory defenses. While the *Myers* majority supported its holding by noting that the defendant carries the burden for Rule 12(b)(6) motions, this reasoning fails to acknowledge that 12(b)(6) motions, unlike venue motions, are merits-determinations that function much like affirmative exculpatory defenses. *See Mortenson v. First Fed. Sav. & Loan Ass'n*, 549 F.2d 884, 891 (3d Cir. 1977) ("The basic difference among the various 12(b) motions is, of course, that 12(b)(6) alone necessitates a ruling on the merits of the claim, the others deal with procedural defects.").

Further, while a 12(b)(7) motion to dismiss for failure to join an indispensable party is a procedural 12(b) motion that places the burden of proof on the defendant, 12(b)(7) motions are distinguishable due to their procedural posture. Rule 12(b)(7) motions, like 12(b)(6) and unlike 12(b)(3), are nonwaivable defenses and are not required to be raised in a pre-answer motion. *See* Fed. R. Civ. P. 12(h). A defendant is better situated both procedurally and factually to produce evidence that shows "the nature of the unprotected interests of the absent parties" and the prejudice that may

result. *HS Res., Inc. v. Wingate*, 327 F.3d 432, 439 n.11 (5th Cir. 2003). The Sixteenth Circuit's comparison of venue motions to 12(b)(7) motions is therefore flawed.

It thus follows that the burden framework for venue should parallel 12(b)(2), 12(b)(4), and 12(b)(5) motions rather than 12(b)(6) and 12(b)(7) motions.

3. Placing the burden of proof on plaintiffs better comports with the procedural posture of venue motions, the availability of relevant evidence, and this Court's considerations of procedural fairness.

The majority approach is most consistent with the availability of evidence and considerations of fundamental fairness. While categories such as procedural, substantive, exculpatory, and dilatory defenses help to define the nature of the relief at issue, which party bears the burden of proof is ultimately "a question of policy." *Keyes v. Sch. Dist.*, 413 U.S. 189, 209 (1973); *see also Schaffer v. Weast*, 546 U.S. 49, 62 (2005) (Stevens, J., concurring) (citation omitted) (acknowledging that burden allocation involves "policy considerations, convenience, and fairness"). Placing the burden on plaintiff is both consistent with similarly situated forms of relief and sounder as a matter of public policy.

First, the majority approach aligns with the general principle that the party asserting the affirmative of an issue should carry the burden of proof. This Court has acknowledged that "as a practical matter it is never easy to prove a negative." *Elkins v. United States*, 364 U.S. 206, 218 (1960); *see also Clukey v. Town of Camden*, 894 F.3d 25, 33 (1st Cir. 2018) (citation omitted) ("[O]ne of the most basic principles of civil litigation is that 'the burden of proof rests upon the party who asserts the affirmative of an issue.'"). It is more practical for plaintiff to affirmatively prove that their venue of choice is proper, rather than for defendant to prove the negative—that

venue is not proper. *See also ZTE*, 890 F.3d at 1014 (reasoning that, similarly to how a plaintiff must affirmatively establish personal jurisdiction, so too should a plaintiff affirmatively establish proper venue).

Placing the burden on plaintiff also better accounts for the "condition of the pleadings and the character of the issues at the time the question is presented." *Pac. Portland Cement Co. v. Food Mach.*, 178 F.2d 541, 547 (9th Cir. 1949). Under Fed. R. Civ. P. 12(h)(1), a defendant must challenge venue in an initial response or risk waiver. Generally, a defendant has 21 days to file a response after being served with a summons and complaint. Fed. R. Civ. P. 12(a).[2] Given these time constraints, courts have acknowledged that "plaintiffs and defendants do not share an equal footing when it comes to the speed with which they must craft their pleadings." *Paleteria La Michoacana v. Productos Lacteos*, 905 F. Supp. 2d 189, 191 (D.D.C. 2012). Judge Walt thus rightly recognized in his dissent that "[t]he plaintiff often has more knowledge about the facts of his claim than the defendant." R. at 76a. A plaintiff, with the luxury of time, is in the better position to argue that venue is proper in connection with their claim.

The majority approach also mitigates concerns of gamesmanship and forum shopping. This Court has interpreted the rules of civil procedure to avoid forum shopping and procedural unfairness. *See Hanna v. Plumer*, 380 U.S. 460, 467 (1965) (explaining that the purpose of the *Erie* rule was "discouragement of forum-shopping and avoidance of inequitable administration of the laws"); *Van Dusen v. Barrack*, 376

[2] There are limited exceptions to the 21-day requirement for timely waiver of service. *See* Fed. R. Civ. P. 12(a)(1)(A)(i)-(ii).

U.S. 612, 636 (1964) (interpreting § 1404(a) choice of law rules to avoid forum shopping). Because in most instances, a plaintiff's chosen venue will crucially dictate the applicable choice of law rules in an action, a plaintiff should carry the burden of proving proper venue. *Stewart Org., Inc. v. Ricoh Corp.*, 810 F.2d 1066, 1071 (11th Cir. 1987) ("[F]ederal court[s] will apply the same conflict-of-law rules and the same rule of decision as would the court of the state in which it sits."). The plaintiff should generally be "the party who will be defeated if no evidence relating to the issue is given on either side" to balance these procedural concerns. *Pac. Portland Cement Co.*, 178 F.2d at 547.

These procedural concerns are also what distinguish a 12(b)(3) motion from the doctrine of *forum non* conveniens. Under § 1404(a), "the burden of proof is appropriate upon the defendant because in such a circumstance, where a plaintiff has *properly* laid his action in a [permissible venue], any motion by the defendant . . . requires the defendant to produce evidence or considerations proving his position." *Myers*, 695 F.2d at 736 n.5 (Garth, J., concurring and dissenting) (emphasis added). By contrast, under 12(b)(3), plaintiff has the affirmative duty of proving that their venue of choice is proper in the first instance. The Sixteenth Circuit thus incorrectly reasoned that improper venue and the doctrine of *forum non conveniens* should both place the burden on the defendant. R. at 25a.

In sum, the plaintiff should carry the burden under Rule 12(b)(3). The Sixteenth Circuit erred in adopting the minority position, as it creates inconsistencies in burden allocation, and it creates perverse incentives for forum shopping. As it is

the ultimate duty of the plaintiff to initiate a claim in a proper forum, plaintiffs should carry the burden to establish that venue is proper. In this case, because the lower court determined that the parties' conflicting evidence was inconclusive, R. at 21a-22a, Petitioner's motion to dismiss for improper venue should be granted—Respondent bore the ultimate burden of proof but failed to present competent evidence.

B. Even if this Court Applies the Minority Rule, Venue is Still Improper in the State of Alderaan.

Even if this Court were to place the burden on Petitioner, venue is still improper because, as a matter of law, a substantial part of the events giving rise to Respondent's claim did not occur in Alderaan. The Sixteenth Circuit incorrectly held that conduct 460 kilometers above the Earth's surface occurred within the "judicial district" of Alderaan. R. at 8a, 27a.[3] This application of § 1391 to outer-space conduct misconstrues the language of the statute and is at odds with the general "presumption that Acts of Congress do not ordinarily apply outside our borders." *Sale v. Haitian Ctrs. Council*, 509 U.S. 155, 173 (1993). As a matter of statutory interpretation and public policy, events occurring outside terrestrial Earth should not constitute events occurring within a "judicial district" of the United States for purposes of venue. Petitioner's 12(b)(3) motion should be granted, as venue is only proper in California.

[3] Note that the lower court did not conclusively determine that the outer-space conduct occurred above the State of Alderaan. R. at 21a-22a. The lower court rejected Solo's expert testimony as unreliable, and determined that the navigational computer data was inconclusive. R. at 21a. This section thus assumes arguendo that the outer-space conduct did in fact occur above Alderaan.

1. Outer-space conduct does not occur "in a judicial district" under Section 1391(b) as a matter of law.

Events occurring beyond the Earth's atmosphere cannot constitute conduct in a "judicial district" under § 1391, and the Sixteenth Circuit erred in holding otherwise. While § 1391 does not explicitly define the term, courts have cited to *Black's Law Dictionary*, which defines a "judicial district" as "[o]ne of the circuits or precincts into which a state is commonly divided for judicial purposes; a court of general original jurisdiction being usually provided in each of such districts, and the boundaries of the district marking the territorial limits of its authority[.]" *Hess v. Cohen & Slamowitz LLP*, 637 F.3d 117, 121 (2d Cir. 2011) (quoting *Black's Law Dictionary* 848 (6th ed. 1990)); *Suesz v. Med-1 Sols., LLC*, 757 F.3d 636, 643 (7th Cir. 2014). This definition of a "judicial district" confirms what the plain meaning of the term already suggests—that a judicial district only includes territory where there is judicial authority. For there to be a judicial district, there must be *sovereignty*.

The United States Code and case law interpreting the code also confirms that a judicial district necessarily implicates court authority. Title 28 U.S.C. § 132 governs the creation and composition of district courts and dictates that "[t]here shall be in each judicial district a district court which shall be a court of record known as the United States District Court for the district." That each judicial district *shall* have a district court demonstrates that there can be no judicial district where there is no court authority. Furthermore, 28 U.S.C. §§ 81-131 establishes a list of federal judicial districts. This list solely includes the fifty states, the District of Columbia, and Puerto

Rico—all of which contain district courts, and none of which include territory beyond the sovereign control of the United States. 28 U.S.C. §§ 81-131.

Courts have cited to 28 U.S.C. §§ 81-131 within the criminal context to find venue improper in extrajudicial territories where no court authority exists. *United States v. Kil Soo Lee*, 472 F.3d 638, 644-45 (9th Cir. 2006). In *Kil Soo Lee*, a defendant was arrested in American Samoa for allegedly committing federal crimes in American Samoa. *Id.* at 639. The court determined that American Samoa could not be a proper venue because, under a plain meaning of the United States Code, American Samoa was not within a judicial district. *Id.* at 645. The Ninth Circuit explicitly rejected the argument that the term "district" referred to geographical, rather than *judicial* districts, and held that the court exercised proper venue under 18 U.S.C. § 3238.[4] *Id.*; *see also United States v. Rojas*, 812 F.3d 382, 394-95 (5th Cir. 2016) (determining that because there is no judicial district in Guantanamo Bay, it is not part of the United States in determining venue); *United States v. Fuentes*, 877 F.2d 895, 900 (11th Cir. 1989) (same).

The holdings of *Kil Soo Lee*, *Rojas*, and *Fuentes* all demonstrate the Sixteenth Circuit's misinterpreted reliance on criminal venue determinations. R. at 28a-29a. Even in the criminal context, courts have refused to extend venue considerations to territory where there is no judicial authority. Because, as the Sixteenth Circuit has acknowledged, the United States does not exert sovereignty over outer space

[4] 18 U.S.C. § 3238 is a criminal venue statute that determines the proper venue for "[o]ffenses not committed in any district." This venue statute further demonstrates that Congress has delineated between districts that have court authority and territories that do not.

territory, R. at 33a, and because no federal district court can exist in outer space, outer-space conduct does not occur in a judicial district under § 1391(b)(2).

The Sixteenth Circuit therefore erred in its reasoning that the distinction between sovereign and non-sovereign is irrelevant to venue. R. at 33a-34a. Because the language of § 1391 requires that conduct occur in a "judicial district," the question of sovereignty dispositively determines the territorial bounds of § 1391(b).[5] As such, the Sixteenth Circuit's holding is at odds with the plain meaning of the statute.

2. The Sixteenth Circuit erred in including outer space within the definition of "navigable airspace."

In addition to outer space differing from airspace as a matter of sovereignty, the two differ as a matter of statutory interpretation and science. The Sixteenth Circuit's conflation between outer space and airspace is at odds with statutes that govern airspace and outer space separately.

The Sixteenth Circuit's categorization of outer space as "navigable airspace" conflicts with the structure of 49 U.S.C. § 40103. As a preliminary matter, § 40103 governs "[s]overeignty and use of airspace" and falls under Title 49, Section VII—Aviation Programs. Title 49 is distinct from Title 51, which governs "National and Commercial Space Programs." *See* 51 U.S.C. §§ 10101-71302. Whereas Title 49 governs transportation and conduct that occurs within the Earth's atmosphere

[5] This delineation of sovereignty also explains why case law analyzing conduct in Antarctica is a persuasive comparison to outer-space conduct. While the Sixteenth Circuit majority sought to distinguish cases likening Antarctica to outer space, R. at 32a, "the treatment of outer space is persuasive by analogy" because both are not "subject to the sovereignty of any nation." *Beattie v. United States*, 756 F.2d 91, 97 (D.C. Cir. 1984); *Smith v. United States*, 507 U.S. 197, 205 (1993) (Stevens, J., dissenting) (noting that the case law analyzing tortious conduct in Antarctica "will surely have its parallels in outer space as our astronauts continue their explorations of ungoverned regions far beyond the jurisdictional boundaries that were familiar to . . . Congress").

including airport commerce and safety, Title 51 governs transportation and conduct that occurs outside of terrestrial Earth such as space activities and aerospace vehicles. That a separate title of the United States Code explicitly governs space activities demonstrates that Congress did not intend outer space to fall within the ambit of "navigable airspace" under § 40103. *See Robinson v. Shell Oil Co.*, 519 U.S. 337, 341 (1997) ("The plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which the language is used, and the broader context of the statute as a whole.").

This overbroad definition of navigable airspace is also at odds with the text of the statute, which is intended to promote, encourage and develop civil aeronautics. Aeronautics is different from space activities. Title 51 U.S.C. § 20103 defines the term "[a]eronautical and space activities" as "research into, and the solution of, problems of flight within and outside the Earth's atmosphere." This language necessarily implies that aeronautical activities and space activities are distinct terms that involve different conduct. Interpreting the two terms as identical would render one of the terms as "surplusage," which this Court avoids doing when addressing questions of statutory interpretation. *See Babbit v. Sweet Home Chapter of Cmtys. For a Great Or.*, 515 U.S. 687, 698 (1995).

Airspace and outer space are also fundamentally different as a matter of science. Aircraft are different from spacecraft—whereas aircraft flying within the Earth's atmosphere are subject to the Earth's forces, spacecraft, once they reach a high enough altitude, are not. *See* Eric Betz, *The Kármán Line: Where Space Begins*,

ASTRONOMY, https://www.astronomy.com/space-exploration/the-karman-line-where-does-space-begin/ (Nov. 27, 2023) (last visited Nov. 13, 2024). Thus, outer space is not "navigable airspace" for conventional aircraft. *Id.*[6]

These scientific differences also make it difficult to determine which judicial district outer-space conduct hovers above. *See* NIST, *How Do You Measure the Distance to the Moon, Planets, Stars and Beyond?*, https://www.nist.gov/how-do-you-measure-it/how-do-you-measure-distance-moon-planets-stars-and-beyond, (Apr. 29, 2025) (last visited Nov. 13, 2025) (stating that it is "increasingly difficult" to "measure accurately" further away objects). The Sixteenth Circuit's approach, which requires the tethering of outer-space conduct to a precise judicial district in the United States, will thus inevitably turn preliminary venue motions into costly, litigious, and increasingly complicated matters of scientific and mathematical precision. Calculating the exact location of conduct that occurs beyond the influence of Earth's gravitational pull would lead to ineffective administration of outer-space claims and force judges, law clerks, and lawyers into the roles of scientists and astrophysicists.

Outer space is therefore different from airspace as a matter of sovereignty, statutory interpretation, and scientific practicality. This Court should hold that

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[6] Where exactly airspace ends and outer space begins is a matter of first impression in this Court. Most nations draw this line "at the lowest altitude (perigee) at which artificial earth satellites can remain in orbit without being destroyed by friction with the air (roughly 90 km above the surface of the earth)." James A. Beckman, *Citizens Without a Forum: The Lack of an Appropriate and Consistent Remedy for United States Citizens Injured or Killed as the Result of Activity Above the Terrestrial Air Space*, 22 B.C. INT'L & COMP. L. REV. 249, 253 (1999). Another widely accepted approach is the Kármán Line, which begins 100 kilometers above the planet's surface. Betz, *The Kármán Line*. Irrespective of whether the Court decides upon this question or leaves it for Congress or international law to decide, the alleged conduct in this matter occurred in outer space approximately 460 kilometers above the Earth's surface—well above the bounds between airspace and outer space. R. at 8a.

events allegedly occurring in the outer space above Alderaan did not occur in the judicial district of Alderaan under § 1391(b)(2).

3. Venue is improper in Alderaan and only proper in California.

Because the conduct that occurred in outer space did not occur within the judicial district of Alderaan under § 1391(b)(2), venue is wholly improper in Alderaan. Section 1391(b)(1) is inapplicable to Alderaan because no Defendant resides in the district of Alderaan. R. at 5a, 7a. Section 1391(b)(3) is inapplicable to Alderaan because Skywalker did not enter Alderaan, only the outer space above it. R. at 20a. Judge Windu's concurrence incorrectly assumes that Skywalker would be subject to personal jurisdiction in Alderaan because Skywalker entered the outer space above Alderaan, R. at 55a-56a, however, this is inaccurate due to the lack of sovereignty in outer space. *See Bristol-Myers Squibb Co. v. Sup. Ct.*, 582 U.S. 255, 263 (2017) (noting that limitations on personal jurisdiction "are a consequence of territorial limitations on the power of respective States") (cleaned up).

Further, as noted by the Sixteenth Circuit, Petitioner "has never done any business in Alderaan. None of its employees are from Alderaan, it acquired no supplies from Alderaan; and it never even registered to do business there." R. at 19a. Most launches originated from California, but no launches originated from Alderaan. R. at 13a. The only connection to the terrestrial territory of Alderaan is that some fragments of the DS-1 de-orbited and landed in Alderaan. R. at 3a. However, the basis of debris alone does not establish that "a substantial part of the events . . . giving rise to the claim occurred" in Alderaan. § 1391(b)(2). It therefore follows that California is the only proper venue to adjudicate Respondent's claim.

California is the only state where substantial events giving rise to Respondent's claim could have occurred. Most of the launches that provided supplies to the DS-1 occurred in California, while none occurred in Alderaan. R. at 12a-13a. The Empire and its space-related subsidiary, Galgal, are both headquartered in California. R. at 7a. As recognized by Judge Walt, the DS-1 was allegedly defectively designed in California, and the other Defendants are alleged to have "attacked and destroyed property owned, designed, launched into orbit, and constructed by a California entity." R. at 71a. As the claims against all Defendants arise "on separate, but related, sets of facts," namely the destruction of the DS-1, a substantial part of each claim arose in California under § 1391(b)(2). *See Moonsung Kim v. Lee*, 576 F. Supp 3d 14, 24 (S.D.N.Y. 2021).

Even if this Court held that a substantial amount of events or omissions did not occur in California as to all Defendants, venue would still be proper in California under the fallback provision, § 1391(b)(3). Under § 1391(b)(3), "if there is no district in which an action may otherwise be brought as provided in this section," a civil action may be brought in "any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action." Thus, because the Empire, an American company headquartered in California, would have been subject to general personal jurisdiction in California, venue is proper in California, even if this Court were to find both § 1391(b)(1) and § 1391(b)(2) inapplicable.

To be sure, this interpretation of § 1391 would not result in a venue gap, and the Sixteenth Circuit erred in determining otherwise. Congress's addition of §

1391(b)(3) as a fallback provision ensures that there will always be venue where there is personal jurisdiction. Furthermore, because under § 1391(c) venue is proper anywhere as to foreign defendants, the relationship between § 1391(b) and § 1391(c) already ensures that there will be no venue gap in complex cases with multiple defendants.

To conclude, this Court should place the burden of proof on the plaintiff to establish that their choice of venue is proper. However, irrespective of the preliminary determination of which party carries the burden of proof, venue is improper in Alderaan and only proper in California. This Court should therefore reverse the decision of the Sixteenth Circuit and grant Petitioner's 12(b)(3) motion to dismiss for improper venue.

II. THE SIXTEENTH CIRCUIT ERRED IN DENYING PETITIONERS' RENEWED MOTION FOR JUDGMENT AS A MATTER OF LAW.

This Court should reverse the Sixteenth Circuit's decision denying Petitioners' renewed motions for judgment as a matter of law because the CSLAA does not apply to Solo's claims and proximate causation fails as a matter of law. Judgment as a matter of law is proper when "a reasonable jury would not have a legally sufficient basis to find for [a] party on [an] issue." Fed. R. Civ. P. 50(a)(1).[7] Both the United States and the Empire are entitled to judgment as a matter of law. The CSLAA does not apply to this action, as Solo's damages did not occur during a licensed space

[7] The denial of a renewed motion for judgment as a matter of law is reviewed de novo. *Streamline Prod. Sys., Inc. v. Streamline Mfg., Inc.*, 851 F.3d 440, 450 (5th Cir. 2017). This Court must "review all of the evidence in the record" and "draw all reasonable inferences in favor of the nonmoving party, and it may not make credibility determinations or weigh the evidence." *Reeves v. Sanderson Plumbing Prods.*, 530 U.S. 133, 150 (2000).

launch or reentry event. Even if the CSLAA does apply, however, the United States and the Empire are still entitled to judgment as a matter of law because the proper standard of causation under the CSLAA is proximate, rather than but-for, causation. Thus, whether the CSLAA or Alderaanian state law applies, proximate causation is the proper standard to apply to Solo's claims, and here, the Petitioners' 50(b) motion should be granted because proximate cause cannot be established in this case.

In determining if the CSLAA applies to Solo's claims, this Court first decides if the statutory language is plain and unambiguous, and "plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which that language is used, and the broader context of the statute as a whole." *Robinson v. Shell Oil Co.*, 519 U.S. 337, 341 (1997). Additionally, in interpreting a statute's causation standard, this Court does read the phrase "resulting from" to demand only but-for causation, unless "there is . . . textual or contextual indication[s] to the contrary." *Burrage v. United States*, 571 U.S. 204, 212 (2014). If this analysis leads to a conclusion that proximate causation applies, then it cannot only be the case that the plaintiff's injuries would not have occurred but for the defendant's conduct, but also that the "harm [to the plaintiff] was a foreseeable result of the wrongful act." *United States v. George*, 949 F.3d 1181, 1187 (9th Cir. 2020).

Here, the plain meaning of the CSLAA's statutory language dictates that an activity carried out under a CSLAA license is one that explicitly occurs during a licensed space launch or reentry event. Thus, the CSLAA does not apply to Solo's

claims because the explosion of the DS-1 did not result from such an event. Further, although the language of Section 50915 of the CSLAA does include the phrase "resulting from," there are both textual and contextual indications contrary to imposing a but-for causation standard under the statute. Finally, because proximate causation applies, Skywalker's intentional destruction of the DS-1 was an event unforeseeable to the Empire, and thus proximate causation fails as a matter of law. This Court should therefore reverse the Sixteenth Circuit's decision and grant the Petitioners' renewed motions for judgment as a matter of law.

A. The Sixteenth Circuit Erred in Applying the CSLAA to This Case Because the Explosion of the DS-1 and Solo's Damages Resulting Therefrom Did Not Occur During a Space Launch or Reentry Event.

This Court should reverse the Sixteenth Circuit's conclusion that the CSLAA applies to Solo's action because the circumstances giving rise to Solo's claims did not occur during a space launch or reentry event. This Court's statutory interpretation precedents compel the determination that the CSLAA does not apply here. More specifically, this Court adheres to the longstanding principle that "[i]n expounding a statute, [this Court] must not be guided by a single sentence or member of a sentence, but look to the provisions of the whole law, and to its object and policy." *United States v. Boisdore's Heirs*, 49 U.S. 113, 122 (1850). This principle demonstrates that the CSLAA does not apply to Solo's damages resulting from the explosion of the DS-1.

1. The plain language of the CSLAA unambiguously applies to space launches or reentries, and thus an "activity carried out under the license" is one that occurs during a space launch or reentry event.

The plain language of the CSLAA demonstrates that an activity carried out under a CSLAA license expressly applies to events that occur during space launch or

reentry events. This Court has held if statutory language is plain and unambiguous, it must be enforced according to its terms. *Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 251 (2010). Additionally, when deciding whether statutory language is plain, this Court does not "construe statutory phrases in isolation; [it] read[s] statutes as a whole. *United States v. Morton*, 467 U.S. 822, 828 (1984). Thus, "plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which that language is used, and the broader context of the statute as a whole." *Robinson*, 519 U.S. at 341.

The statutory language at issue here is found in § 50915 of the CSLAA. There, the United States must compensate a licensee for "a successful claim . . . of a third party . . . resulting from an *activity carried out under the license*." *Id.* § 50915(a)(1) (emphasis added). The CSLAA's plain statutory language, based on "the language itself, the specific context in which that language is used, and the broader context of the statute as a whole," shows that "an activity carried out under the license" is one that occurs during a space launch or reentry event. *Robinson*, 519 U.S. at 341. In *Robinson*, this Court addressed the issue of whether the term "employee" in Section 704(a) of Title VII of the Civil Rights Act of 1964 plainly included former employees or was ambiguous to that effect. *Id.* at 339.

First, the Court noted that there was no qualifier in the text of 704(a) that would make plain that the statue protects only current employees. *Id.* at 341. Additionally, the Court clarified that the definition of "employee" in Title VII also lacked any qualifier and could be interpreted as current or past employment. *Id.* at

342. Finally, in looking to other Title VII provisions, the Court articulated that a number of them used the term "employees" to mean something "more inclusive or different than current employees.'" *Id.* For these reasons, the Court deemed Section 704(a) ambiguous and held that the term "employee" in Section 704(a) includes former employees. *Id.* at 345–46.

Here, and in contrast to the lack of any textual qualifier in the language of 704(a) in *Robinson*, there is a textual qualifier in § 50915 of the CSLAA. *Id.* at 341. In § 50915(a)(1), immediately after the text that requires the U.S. Government to pay a licensee for the successful claim of a third party "resulting from an activity carried out under the license," the statute clarifies that "claims may be paid under this section only to the extent the total amount of successful claims related to *one launch or reentry*" exceeds the insurance the licensee has and is not more than $1.5 billion. 51 U.S.C § 50915(a)(1)(A)–(B) (emphasis added). Thus, the U.S. Government's payment obligations for a third party's claim against a licensee are only triggered if the claim results from an "activity carried out under the license" during "one launch or reentry." 51 U.S.C § 50915(a)(1). When reading the words of § 50915 not in isolation but as a whole, an "activity carried out under the license" is one that explicitly applies to one specific space launch or reentry.

Additionally, in contrast to *Robinson* where the definition of "employee" in Title VII lacked any indication of whether it included both former and current employees, the CSLAA plainly demonstrates that a license, and thus an activity carried out under one, only applies to events occurring during a space launch or

reentry. *Robinson*, 519 U.S. at 342. In § 50904 of the CSLAA, a license is required "to launch a launch vehicle or to operate a launch site or reentry site, or to reenter a reentry vehicle." 51 U.S.C § 50904(a)(1). In the same provision, Congress also made clear that only one license can be given to a licensee to "conduct *activities* involving crew, government astronauts, or space flight participants, including launch and reentry." *Id.* § 50904(d). Thus, as is explicitly defined in the text of the CSLAA, a license only applies to launches, reentries, or operating launch and reentry facilities, and the activities under that license are limited to ones that occur during a space flight, whether that is a launch or a reentry.

Furthermore, although the *Robinson* Court determined that other Title VII provisions did not make plain whether "employee" included former employees, the same cannot be said here. *Robinson*, 519 U.S. at 342. For example, under the "Purposes" section of the statute, the CSLAA grants the Secretary of Transportation authority to "oversee and coordinate the conduct of *commercial launch and reentry operations*," and "issue . . . *licenses authorizing those operations*." 51 U.S.C. § 50901(b)(1), (3) (emphasis added). Additionally, § 50914 requires that "when *a launch or reentry license is issued*" a licensee needs liability insurance to compensate for probable loss from third-party claims. *Id.* § 50914(a)(1)(A) (emphasis added). Not only does this provision explicitly define a CSLAA license as a launch or reentry license, it also prescribes the amount of insurance a licensee must have "[f]or the total claims related to *one launch or reentry*." *Id.* § 50914(a)(1)(A) (emphasis added). Even further, the "launch of a launch vehicle or the operation of a launch site or reentry site, or

reentry of a reentry vehicle, *licensed under this chapter*" can be prohibited if public safety is at risk. *Id.* § 50909(a) (emphasis added). These provisions demonstrate that the CSLAA as a whole, and a license under it, apply strictly to events that occur during space launches or reentries.

The text of the CSLAA and the context of the statute plainly demonstrate that a license, and "an activity carried out under the license," applies exclusively to events that occur during a space launch or reentry event. *Robinson*, 519 U.S. at 341. Thus, because the CSLAA is plain and unambiguous, the treaties that the Sixteenth Circuit relied upon in interpreting the statute cannot be considered. *Fong Yue Ting v. United* States, 149 U.S. 698, 720 (1893) ("[I]t is well settled that the provisions of an act of congress, passed in the exercise of its constitutional authority, on . . . any . . . subject, if clear and explicit, must be upheld by the courts, even in contravention of express stipulations in an earlier treaty."). Solo's injuries in this case were inflicted by an actor not licensed under the CSLAA destroying the stationary defense system on his own accord. As such, the CSLAA does not apply to Solo's action, the United States' is not obligated to indemnify the Empire for any of Solo's damages, and Alderaanian state law should apply to Solo's claims for them to be properly adjudicated.

2. Even if this Court deems the CSLAA ambiguous, the United States' treaty obligations do not inform the inquiry as to whether the CSLAA applies.

The Sixteenth Circuit incorrectly concluded that the Liability Convention, Outer Space Treaty, and Registration Convention inform the inquiry of the CSLAA's application to this case. This Court has held that ambiguous statutes should not be construed in a manner that would abrogate self-executing treaties. *Trans World*

Airlines, Inc. v. Franklin Mint Corp., 466 U.S. 243, 252 (1984). This is so because self-executing treaties are domestic law. *Medellín v. Texas*, 552 U.S. 491, 505 (2008). A non-self-executing treaty, however, "is one that was ratified with the understanding that it is not to have domestic effect of its own force." *Id.* at 527. As such, a textual source with no effect on—nor relevance under—domestic law should not play a role in judicial interpretation of statutes.

The Sixteenth Circuit correctly concluded that the Liability Convention, Outer Space Treaty, and Registration Convention are not self-executing treaties. R. at 43a. None of these international agreements provide for the enforcement of private rights of action in United States courts, and this Court has long held that treaties lacking private enforcement are not self-executing. *Edye v. Robertson*, 112 U.S. 580, 598–99 (1884). Additionally, these treaties do not confer rights upon individuals, but "call upon governments to take certain action . . . [and] deal with the conduct of . . . foreign relations, an area traditionally left to executive discretion." *Diggs v. Richardson*, 555 F.2d 848, 851 (D.C. Cir. 1976). For example, both the Liability Convention and Outer Space Treaty address liability for damages resulting from space objects, but both treaties explicitly limit liability obligations to "State" signatory parties. *See* Liability Convention, 24 U.S.T 2389, arts. VIII–IX; *see also* Outer Space Treaty, 18 U.S.T. 2410, art. VII. These treaties are merely "international law commitments" between the state parties involved. *Medellín*, 552 U.S. at 504.

Moreover, although Congress can enact implementing legislation to give a non-self-executing treaty effect under domestic law, *Medellín*, 552 U.S. at 505, that has

not happened here. The CSLAA is aimed to be consistent with United States treaty and convention obligations. 51 U.S.C. § 50919(e)(1). But this provision makes no mention of any of the treaties at issue here, and this Court looks to express intent from Congress in order to implement a treaty through legislation. *See Medellín*, 552 U.S. at 520–21 (noting three different statutes that contain text explicitly mentioning the treaty Congress intended to implement through legislation); *see also Bond v. United States*, 572 U.S. 844, 848 (2014) (concluding that the Convention on Chemical Weapons was implemented by legislation titled "Chemical Weapons Convention Implementation Act of 1988.").

The Liability Convention, the Outer Space Treaty, and the Registration Convention are all non-self-executing treaties and have no effect nor impact on domestic law, so these treaties should not be considered in statutory interpretation. This is so because "[w]hen the Legislative and Executive Branches have chosen not to incorporate certain provisions of a non-self-executing treaty into domestic law, we must assume that they acted intentionally." *Fund for Animals, Inc. v. Kempthorne*, 472 F.2d 872, 880 (D.C. Cir. 2006) (Kavanaugh, J., concurring). If this Court were to utilize a non-self-executing treaty to interpret a statute, it runs the risk of making a judicial determination that may supersede a decision made pursuant to Congress' or the Executive Branch's express constitutional powers. The constitutional power to make a treaty lies expressly with the President, U.S. Const. art. II, § 2, and if the President does not make that treaty self-executing, the power to implement that treaty, or "the power to make the necessary laws," is in Congress. *Ex parte Milligan*,

71 U.S. 2, 88 (1866). As such, a judicial decision made based on a non-self-executing treaty raises constitutional issues that warrant judicial restraint.

Nevertheless, the United States' treaty obligations do not inform the inquiry of whether the CSLAA applies here. First, the Liability Convention's text explicitly states that the treaty "*shall not apply* to damage caused by a space object of a launching State *to nationals of that launching State*." Liability Convention, 24 U.S.T 2389, art. VII (emphasis added). The United States' obligations under the Liability Convention are directed only to other State parties and the treaty has no bearing on the U.S. Government's obligation to a United States company or citizen. Second, the Outer Space Treaty only imposes liability on a "State Party" for "damage to *another State Party* to the treaty or its natural or juridical persons." Outer Space Treaty, 18 U.S.T. 2410, art. VII. Thus, similar to the Liability Convention, the United States' obligations for damages under the Outer Space Treaty apply to other signatory parties to the treaty and have no persuasive application to whether damages must be paid to Solo. Finally, the Registration Convention is solely concerned with the registration of space objects that are launched and has no implications on liability for damages resulting from space objects. Registration Convention, 28 U.S.T. 695, arts. I–IV.

Even if this Court deems the CSLAA ambiguous, these treaties should not and do not inform the statutory interpretation question. The Sixteenth Circuit's conclusion that the United States is liable for damages caused at any time by objects it launches into space is a mere "generalization[] . . . inadequate to overcome the plain

textual indication[s]" throughout the entire CSLAA that the statute expressly applies to events that occur during space launch or reentries. *United Sav. Ass'n of Texas v. Timbers of Inwood Forest Associates, Ltd.*, 484 U.S. 365, 380 (1988). In accordance with this Court's statutory interpretation precedents requiring provisions to be read as a whole, the CSLAA does not apply to Solo's claims for damages resulting from Skywalker's destruction of the DS-1.

B. Even if This Court Applies the CSLAA, the Proper Causation Standard Under the Statute is Proximate Causation.

Even if this Court decides that the CSLAA applies to Solo's claims, the proper standard of causation under the statute is proximate, rather than but-for, causation. Although it is "one of the traditional background principles against which Congress legislates that a phrase such as 'results from' imposes a requirement of but-for causation," *Burrage*, 571 U.S. at 212 (cleaned up), this reading "serves as a default assumption, not an immutable rule." *United States v. Regeneron Pharms.*, 128 F.4th 324, 329 (1st Cir. 2025) (citing *Paroline v. United States*, 572 U.S. 434, 458 (2014)). This is so because courts may impose alternative causation standards "[w]here there is . . . textual or contextual indication[s] to the contrary." *Burrage*, 571 U.S. at 212; *see also Regeneron Pharms.*, 128 F.4th at 329. Because there are both textual and contextual indications here, proximate causation is the appropriate standard under the CSLAA.

1. Proximate causation is proper under Section 50915 of the CSLAA because the statute contains textual indications contrary to imposing but-for causation.

The plain language of Section 50915 of the CSLAA demonstrates textual indications contrary to imposing a but-for causation standard under the statute. A textual indication "draws on the plain text of the statute's causation language." *Regeneron Pharms.*, 128 F.4th at 329. So, in determining if there are textual indications contrary to imposing a but-for causation standard due to "resulting from" language, this Court should "look at the statutory language at issue to see what it indicates." *Id.* (citing *Paroline*, 572 U.S. at 458).

Here, the textual indication appears before the "resulting from" language under the CSLAA: "[T]he Secretary of Transportation shall provide for the payment by the United States Government *of a successful claim* . . . of a third party against a . . . [licensee] resulting from an activity carried out under the license. . . for death, bodily injury, or property damage." 51 U.S.C. § 50915(a)(1) (emphasis added). As such, this is not a case in which "Congress specifically invoked but-for causation and *did not indicate anything else*." *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023) (emphasis added).

Properly read, the CSLAA does not impose liability upon the U.S. Government for damages resulting from a mere activity under the license, but only upon the "successful claim" of a third party against a licensee for damages resulting from a licensed activity. To win on a negligence claim for death, bodily injury, or property damage, such a claim would be brought in tort against the licensee, and this Court has recognized that "[p]roximate cause is a standard aspect of causation in . . . the

law of torts." *Paroline*, 572 U.S. at 434; *see also Waters v. Merchants' Louisville Ins. Co.*, 36 U.S. 213, 223 (1837) ("It is a well-established principle . . . that in all cases of loss, we are to attribute it to the proximate cause[.]"). This is so because "the judicial remedy cannot encompass every conceivable harm that can be traced to alleged wrongdoing." *Associated Gen. Contractors of Cal., Inc. v. Carpenters,* 459 U.S. 519, 536 (1983). Thus, because proximate cause would need to be established in a "successful claim," the language in § 50915 of the CSLAA itself contains textual indications contrary to imposing but-for causation as the standard.

2. Properly read in context, Section 50915 of the CSLAA is an indemnity scheme that imposes a proximate causation standard.

In addition to contrary textual indications, there are contrary contextual indications in the CSLAA that demonstrate the proper causation standard is proximate. In determining if contextual indications exist that support an alternative causation standard, this Court should look to whether "the text at issue, when read in the context of the statutory scheme as a whole, indicates that a but-for standard would 'undermine congressional intent.'" *Regeneron Pharms.*, 128 F.4th at 329 (quoting *Paroline*, 572 U.S. at 458). Thus, contextual indications contrary to but-for causation can be evidenced by "a signal of legislative purpose gleaned from the statutory text." *Id.*

This Court has found it "unacceptable to adopt a [but-for] causal standard so strict that it would undermine congressional intent where neither the plain text of the statute nor legal tradition demands such an approach." *Paroline*, 572 U.S. at 458. In *Paroline*, this Court addressed whether 18 U.S.C. § 2259 imposed but-for causation

for determining the amount of restitution for a victim who was harmed "as a result of" the trafficking of child pornography depicting the victim. *Id.* at 443–45; *see also* 18 U.S.C § 2259(b)(2)(A). This Court first noted that, "[g]iven proximate cause's traditional role in causation analysis, [the] Court has more than once found a proximate-cause requirement built into a statute that did not expressly impose one." *Id.* at 446 (collecting cases). In light of this, the Court clarified that reading § 2259 to impose a proximate causation standard was proper based on the restitutionary scheme of the statute, as "it would be strange to make a defendant pay restitution . . . costs" for fortuitous consequences, like injuries to a victim resulting from a car crash on the way to therapy. *Id.* at 448. Additionally, because "Congress did not intend costs like these to be recoverable under § 2259[,]" proximate causation proper. *Id.*

Here, proximate causation is the correct standard under the CSLAA because the statute is properly read as an indemnity scheme and Congress did not intend to open the U.S. Government up to endless liability. First, just as the statute in *Paroline* was read as a restitutionary scheme, the CSLAA has to be read in light of its indemnifying structure. *Paroline*, 572 U.S. at 458. Under § 50915, the United States is not obligated to pay damages until a third party establishes a "successful claim." 51 U.S.C. § 50915(a)(1). Imposing a but-for causation standard, however, would dismantle the indemnifying scheme of the statute because it would subject the U.S. Government to payment *whenever* an injury results from a licensed activity, since with but-for causation, "the chain of causation could be endless." *Sys. Mgmt., Inc. v. Loiselle,* 303 F.3d 100, 104 (1st Cir. 2002). And as seen elsewhere in § 50915,

Congress limited indemnification obligations because the U.S. Government is not required to pay damages resulting from "willful misconduct by the license." 51 U.S.C. § 50915(a)(2).

Furthermore, imposing a but-for causation standard under the CSLAA would "undermine [the] congressional intent" behind the statute. *Paroline*, 572 U.S. at 458. Just like in *Paroline* where imposing a but-for causation standard would conflict with congressional intent, the same is true here. *Id.* The entire purpose of the CSLAA is to incentivize the private sector to use the space environment to promote economic growth. 51 U.S.C § 50901(a)–(b). As such, imposing a but-for causation standard would be contrary to this purpose because "the consequences of an act go forward to eternity." *CSX Transp., Inc. v. McBride*, 564 U.S. 685, 701 (2011) (citation omitted). In other words, proximate causation would prevent "'infinite liability'" for the private sector under the CSLAA, which in turn incentivizes companies to participate in promoting economic growth through space. *Id.* Thus, to avoid "undermin[ing] congressional intent," proximate causation is proper under the CSLAA. *Paroline*, 572 U.S. at 458.

It must also be noted here that, as explained above, the Sixteenth Circuit's reliance on the United States' treaty obligations do not inform the causation inquiry. These treaties are non-self-executing and have not been implemented into domestic law, and thus they have no force or effect upon the CSLAA. *Medellín v. Texas*, 552 U.S. 491, 527 (2008). Additionally, these treaties solely impact the United States' international obligations and have no bearing on nor application to whether the U.S.

Government must indemnify a United States company for judgment due to a United States national. *See* Liability Convention, 24 U.S.T 2389, art. VII; *see also* Outer Space Treaty, 18 U.S.T. 2410, art. VII. In limiting the inquiry to "textual or contextual indication[s] to the contrary," as this Court has mandated, proximate causation is proper under the CSLAA. *Burrage*, 571 U.S. at 212.

C. Whether the CSLAA or Alderaanian State Law Applies to Solo's Claims, the Sixteenth Circuit Erred in Affirming the District Court's Judgment Because Proximate Causation Fails as a Matter of Law.

Whether the CSLAA or Alderaanian tort law applies to Solo's claims, the Petitioners' renewed motions for judgment as a matter of law should be granted because proximate cause fails as a matter of law. Just like the CSLAA, Alderaanian state law applies proximate causation to negligent product design claims. R. at 37a. Proximate causation is "more restrictive" than but-for causation. To satisfy proximate cause, the plaintiff's injuries must have occurred but for the defendant's conduct, and the plaintiff must show that the "harm was a foreseeable result of the wrongful act." *United States v. George*, 949 F.3d 1181, 1187 (9th Cir. 2020).

As part of this foreseeability analysis, courts consider whether an intervening act "breaks the chain of causation, relieving the originally negligent actor of liability." *Cottrell v. Am. Fam. Mut. Ins. Co., S.I.*, 930 F.3d 969, 972 (8th Cir. 2019). This intervening act, known as a "superseding cause," relieves the original actor of liability "only when its operation was both unforeseeable and when with the benefit of 'hindsight' it may be described as abnormal or extraordinary." *Jensen v. EXC, Inc.*, 82 F.4th 835, 858 (9th Cir. 2023). Courts leverage Sections 442 to 453 of the Restatement (Second) of Torts to determine whether an intervening act becomes a

superseding cause. *See USAir Inc. v. U.S. Dept. of Navy*, 14 F.3d 1410, 1413 (9th Cir. 1994). Also, whether proximate causation fails as a matter of law due to a superseding cause is a matter for this Court to decide, even in light of a jury determination on proximate cause. *Hundley v. Dist. of Colum.*, 494 F.3d 1097, 1104–05 (D.C. Cir. 2007); *see also Watters v. TSR, Inc.*, 904 F.2d 378, 383 (6th Cir. 1999) ("The question of whether an undisputed act or circumstance was or was not a superseding cause is a legal issue for the court to resolve, and not a factual question for the jury.") (citation omitted).

Proximate cause fails as a matter of law in this case because Skywalker's terroristic explosion of the DS-1 was an intentional tort and the Empire could not have foreseen Skywalker committing this destructive act. The intentional torts of a third party as per Section 448 of the Restatement (Second) of Torts, which Alderaan adheres to, are superseding causes of harm despite the original actor's negligence "unless the [original] actor . . . realized or should have realized the likelihood that such a situation might be created, and that a third person might avail himself of the opportunity to commit [the] tort[.]" Restatement (Second) of Torts § 448 (A.L.I. 1965). This does not mean that "the mainstream population or the majority would yield to a particular temptation; a lesser number will do." *Gaines-Tabb v. ICI Explosives, USA, Inc.*, 160 F.3d 613, 621 (10th Cir. 1998). But it is not satisfied by merely "pointing to the existence of a small fringe group or the occasional irrational individual, even though it is foreseeable generally that . . . [they] exist." *Id.*

Products liability claims have applied Section 448 of the Restatement (Second) of Torts to hold that terrorist actions are superseding causes that render proximate cause inadequate as a matter of law. *See Gaines-Tabb*, 160 F.3d at 621; *see also Port Auth. of N.Y. & N.J. v. Arcadian Corp.*, 189 F.3d 305, 319 (3d Cir. 1999). In *Gaines-Tabb*, the plaintiffs, who were injured during the 1995 Oklahoma City Bombing, filed a products liability suit against the defendant, a manufacturer of ammonium nitrate ("AN"). *Gaines-Tabb*, 160 F.3d at 619. The defendant allegedly mislabeled their AN as "fertilizer grade" instead of "explosive grade," and because it was sold as "fertilizer grade," the bombers who eventually purchased the mislabeled AN had access to and used "explosive grade" AN to carry out the terrorist attack. *Id.*

In determining proximate causation, the court applied Section 448 of the Restatement (Second) of Torts and clarified that an intentional tort or crime of a third person could be foreseeable only if the intentional act could be committed by more than "a small fringe group or the occasional irrational individual, even though it is foreseeable generally that such groups and individuals will exist." *Id.* The court noted that there were only a few occasions of terrorist actions using AN, and due to the very "complexity of manufacturing an ammonium nitrate bomb, . . . only a small number of persons would be able to carry out" this attack. *Id.* As such, because "the conduct of the bomber or bombers was unforeseeable, . . . and adequate by itself to bring about plaintiffs' injuries, the . . . [activities] of the bomber or bombers acted as the supervening cause of plaintiffs' injuries." *Id.* Thus, proximate cause and the negligence claim failed as a matter of law. *Id.*

Here, the explosion of the DS-1 was an intentional terroristic act by Skywalker that the Empire could not have foreseen. Just as in *Gaines-Tabb* where the court found that only two prior terrorist acts involving ammonium nitrate made the Oklahoma City Bombing unforeseeable, the same applies here with even more force. *Gaines-Tabb*, 160 F.3d at 621. There is no evidence presented here that a space object has ever been destroyed in an act of terrorism like Skywalker's. Even though the concurring opinion correctly notes that China had shot down one of its own satellites, that is different than a foreign entity and a foreign national carrying out a terroristic act and destroying another country's space object. R. at 5a, 63a. If two prior intentional terrorist attacks involving a product made by a defendant were unforeseeable and rendered proximate cause inadequate as a matter of law, the same should hold true for a defendant whose type of product has never once been involved in a terrorist attack. *Gaines-Tabb*, 160 F.3d at 621.

Additionally, just as in *Gaines-Tabb* where the court found that the highly complex nature of the intentional terroristic act rendered it an unforeseeable superseding cause because only a small number of people could carry it out, the same should be true here. *Id.* As of 2017, there were only eleven countries that had the capacity to launch satellites into space, and neither Guatemala nor Tunisia were on the list. Steve Lambakis, *Foreign Space Capabilities: Implications for U.S. National Security*, Nat'l Inst. for Pub. Pol'y (Sept. 2017), https://nipp.org/wp-content/uploads/2021/03/Foreign-Space-Capabilities-pub-2017-1.pdf. Also, neither Guatemala nor Tunisia were parties to the Outer Space Treaty at the time of

Skywalker's terroristic act. R. at 81a. Thus, space launches and flights were of a highly complex nature at the time of the DS-1's explosion, and the Empire could not have foreseen a country without those capabilities launching a national of a country who also lacks those capabilities to carry out an act that only a small number of countries had the ability to do.

Even further, Skywalker was supplied an X-wing starfighter by a Guatemalan "ragtag 'rebel alliance'" and somehow struck the DS-1's two-meter-wide thermal exhaust port with no functional target computer. R. at 81a–83a. This act caused shrapnel fragments from the DS-1 to collide with a commercial spacecraft flown by one of three human beings on the entire planet that have the capacity to conduct such flights. R. at 82a. Thus, Rebelde and Skywalker are the prime examples of "a small fringe group or the occasional irrational individual" that, in this case, committed intentional torts unforeseeable to the Empire and adequate to bring about Solo's injuries. *Gaines-Tabb*, 160 F.3d at 621. As a result, proximate cause fails as a matter of law, and this Court should grant the Petitioners' renewed motions for judgment as a matter of law even in light of the jury's finding of proximate cause. *See id.* at 620 ("[T]he question becomes an issue of law when there is no evidence from which a jury could reasonably find the required proximate, causal nexus between the careless act and the resulting injuries") (citation omitted).

Proximate causation also fails as a matter of law because the explosion of the DS-1 was an extraordinary, wrongful act done independently of the Empire by a third party whose culpability far exceeded the Empire's. In determining whether an

intervening act was a superseding cause, courts also turn to Section 442 of the Restatement (Second) of Torts. *See N.J. Dep't of Envtl. Prot. v. U.S. Nuclear Regul. Comm'n*, 561 F.3d 132, 140 (3d Cir. 2009). This provision sets out several factors to consider in analyzing whether an intervening act severs the causal chain: (1) whether the third party's harm is "different in kind" from the harm the actor's negligence could cause; (2) whether the third party event is "extraordinary rather than normal" in light of the circumstances; (3) whether the third party acted "independently" of the actor; (4) whether the event is "due to an act of a third person;" (5) whether the third party was "wrongful toward the" original actor; and (6) the third party's "degree of culpability of [the] wrongful act." Restatement (Second) of Torts § 442 (A.L.I. 1965).

This provision has been utilized by courts in making determinations that certain intervening acts are superseding causes that relieve the original actor from liability. *See N.J. Dep't of Envtl. Prot.*, 561 F.3d at 140–41. In *N.J. Dep't of Envtl. Prot.*, the Third Circuit turned to Section 442 of the Restatement (Second) of Torts and assessed each factor to determine if the relicensing, or extension, of a nuclear plant's production could be the proximate cause of environmental harm triggered by a terrorist attack on the facility, or if the attack would constitute a superseding cause. *Id.* Although the court noted that the first Section 442 factor would cut against an attack being a superseding cause because the harm from an attack would be similar to a nuclear accident resulting from negligence, the remaining five factors supported finding an attack as a superseding cause. *Id.* at 140.

As to the second factor, the court clarified that such an attack would be extraordinary as there "has never been an airborne attack on a nuclear facility." *Id.* Additionally, as to the remaining four factors, "any terrorist would be operating independently of the NRC, the intervening force would be due to a third-party terrorist, a terrorist attack is wrongful, and the degree of culpability of the terrorist would far exceed that of the [licensing commission]." *Id.* at 140–41. Thus, because five of the six factors weighed in favor of a terrorist attack being a superseding cause, proximate causation could not be established. *Id.*

Here, just like in *N.J. Dep't of Envtl. Prot.*, five out of the six Section 442 factors weigh in favor of Skywalker's attack being a superseding cause. First, as was the case in *N.J. Dep't of Envtl. Prot.*, the harm that could have resulted in the Empire's negligent design is the exact harm that Skywalker caused, which is an explosion that would be triggered by striking a thermal exhaust port. 561 F.3d at 140; R. at 13a. Nevertheless, when looking at the remaining factors, Skywalker's attack was extraordinary because there has never been a terroristic attack by a foreign national on another country's space object. *See* Jordan Cohen, *Space Terrorism*, Int'l Inst. for Counter-Terrorism (Feb. 2, 2025), https://ict.org.il/ragonis-scholarship-space-terrorism/. Further, Skywalker acted independently of the Empire, the explosion of the DS-1 was due to Skywalker's third-party act, an act of terror is certainly wrongful, and Skywalker's intentional destruction of the DS-1 shows his culpability "would far exceed" the Empire's negligence. *N.J. Dep't of Envtl. Prot.*, 561 F.3d at 1401. Thus,

Skywalker destroying the DS-1 was a superseding cause that relieves the Empire of any liability to Solo.

To conclude, this Court should deem the CSLAA inapplicable here, and under Alderaan law, the Empire's negligence did not proximately cause Solo's injuries. Nevertheless, if the CSLAA does apply, the proper causation standard under the statute is proximate, and proximate causation fails as matter of law in this case.

CONCLUSION

For the reasons stated herein, Petitioners respectfully request this Court reverse the judgment of the United States Court of Appeals for the Sixteenth Circuit.

Respectfully Submitted,

Team 56

Counsel for Petitioners

November 17, 2025

APPENDIX

Statutory Provisions

Section 1391 of Title 28 of the United States Code 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.

28 U.S.C. § 1391(b)

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 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.

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)