No. 24-2187

In the Supreme Court of the United States

October Term, 2025

GALACTIC EMPIRE, INC., and
THE UNITED STATES OF AMERICA

Petitioners,

v.

HAN SOLO

Respondent.

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

BRIEF FOR THE RESPONDENT

Counsel for Respondent

Team 8

JURISDICTIONAL STATEMENT

The United States District Court for the District of Alderaan had jurisdiction over the case docketed as D.C. No. 19-cv-421(TK). 51 U.S.C. § 50914(g) (conferring exclusive jurisdiction of claims under the Commercial Space Launch Activities Act to Federal courts). The Sixteenth Circuit then appropriately exercised its jurisdiction over the appeal docketed No. 22-cv-1138 under 28 U.S.C. § 1291. This Court has jurisdiction under 28 U.S.C. § 1253, which it exercised on October 6, 2025, by granting certiorari over the appeal pursuant to 28 U.S.C. § 1254.

QUESTIONS PRESENTED

1. Plaintiffs make the first determination of venue through their complaints, and defendants are obliged to object if they believe the selected venue to be improper. Did the Sixteenth Circuit correctly interpret the venue statute to include conduct occurring in outer space, rendering venue proper in Alderaan because the defendant did not prove the events took place elsewhere?

2. The Commercial Space Launch Activities Act (CSLAA) protects third parties by allowing them to recover for injuries and other damages resulting from space exploration activities. Was the Sixteenth Circuit correct in holding that the CSLAA encompasses tortious acts occurring in outer space and requires the plaintiff to prove only that those acts are but-for causes of the damages incurred?

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Supreme Court Cases

Federal Court Cases

State Court Cases

Statutes

Rules

Secondary Sources

Treaties

STATUTORY AND CONSTITUTIONAL PROVISIONS

The following relevant statutory provisions have been reprinted in Appendix A: 28 U.S.C. § 1391(b)(2); 28 U.S.C. § 2412; 51 U.S.C. § 50914(a)(1)(A), (g); 51 U.S.C. § 50915(a)(1)–(2); 501 U.S.C. § 50919(e). Federal Rules of Procedure 12(b) and 12(d) are also relevant and have been reprinted in Appendix B.

STATEMENT OF THE CASE

I. Statement of the Facts

A. The Death Star Accompanied and Created International Tension.

In 2012, Galactic Empire, Inc. ("the Empire") announced its plan to create the "Defense System One," a spherical space station with a diameter of roughly 120 kilometers. R. at 3a, 7a. The spacecraft would fire a superlaser capable of destroying objects like asteroids, leading other nations to refer to it as the "Death Star" or a "weapon of mass destruction." R. at 7a–8a, 59a. This announcement came only a few years after the United States withdrew from the international Anti-Ballistic Missile Treaty, which was one of several events heightening international anxiety over warfare in space. R. at 60a–63a. In 2005, the United States was the first country to oppose an annual international resolution for "Preventing an Arms race" in outer space. R. at 62a. Around this time, China shot down one of its own satellites with a ballistic missile, causing widespread panic. R. at 62a–63a.

Despite the United States' purported peaceful intentions, the global community remained skeptical of the Death Star. R. at 60a. Several nations condemned the Death Star because it violated the Outer Space Treaty's prohibition from placing weapons of mass destruction in orbit around Earth. R. at 59a. The Death

Star did not threaten Earth just because of its laser capacity; it was also large enough to affect the Earth's tidal phenomena and increase the risk of harmful meteoroid impacts. Even worse, the Death Star had the potential to cause massive destruction if it were to de-orbit. *Id.* In a move that fomented further international distrust of its intentions, the United States refused other nations' requests to inspect the Death Star. R. at 63a.

B. The Empire Constructed the Death Star with a Critical Defect.

The Empire began building the Death Star in May 2012. R. at 8a. Because it was so massive, the Death Star could not be constructed on Earth; it needed to be constructed in low Earth orbit. *Id.* The Empire used robotic spiders to complete much of the construction work. R. at 7a–8a. By May 2017, the Death Star was half-constructed, and it had a critical defect in one of its thermal exhaust ports. R. at 12–13a. The Empire knew that this defect existed *and* that it would cause a substantial explosion in space if the port were struck with a sufficiently powerful projectile. *Id.* Additionally, the Empire knew of the international outcry of the Death Star and attempted to keep the defect a secret to avoid an attack. *Id.*

C. The Death Star's Critical Defect Kicked off an Explosion that Damaged Han Solo's *Millennium Falcon*.

Despite the Empire's secrecy, the Guatemalan company, Alianza Rebelde S.A., learned of the design defect and launched an attack. R. at 13a. Alianza Rebelde sent Luke Skywalker, a Tunisian citizen and Alianza Rebelde's best pilot, to abuse this defect to destroy the Death Star. R. at 3a, 13a. Just like the Empire predicted, Skywalker was able to create a substantial explosion by firing a proton torpedo from

his T65-B X-wing starfighter. *Id.* Because of this explosion, shrapnel flew in all directions, striking the *Millenium Falcon*, a starship owned by Han Solo. R. at 13a, 20a. This explosion also damaged other artificial satellites, and Alderaan suffered the blowback because the fragments that fell to Earth and landed in Alderaan. R. at 13a.

II. Procedural History

Solo filed the suit underlying this appeal on May 21, 2019, in the U.S. district court for the State of Alderaan. R. at 14a. His complaint alleged that venue was proper in Alderaan because the Death Star was orbiting directly above Alderaan, and the *Millennium Falcon* was flying through Alderaan's airspace when the resulting fragments struck it. R. at 19a–20a. He sued the Empire alongside several other parties that settled with Solo prior to trial or were dismissed from the suit. R. at 5a–6a, 14a. Solo alleged that he suffered both bodily injuries and damage to his ship's "Isu-Sim SSP05" hyperdrive that would cost $4.5 billion to repair. R. at 14a.

The United States intervened to aid the Empire's defense and to protect its own interest in the damages it would owe in excess of the Empire's required insurance policy under the Commercial Space Launch Activities Act ("CSLAA"). R. at 11a–12a; 51 U.S.C. § 50914(a). The Empire filed a motion under Rule 12(b)(3) challenging venue in Alderaan as improper, which the district court denied. R. at 15a. The district court held an evidentiary hearing to determine whether venue was proper. R. at 20a. After that hearing, where the district court made no findings of fact, the court relied only on any pleadings and affidavits submitted to the court. R. at 21a–22a. The district court denied the Empire's motion to dismiss.

The Empire also filed a motion for judgment as a matter of law contending that the applicable standard of causation should have been proximate cause, not but-for causation. R. at 21a. The district court denied that motion as well, and the question ultimately went to the jury. *Id.* The jury found that both the Empire and Skywalker were negligent and apportioned 50 percent of the damages to each. R. at 35a, 41a. The district court entered judgment for Solo under the jury's finding of but-for causation, awarding him $2.7 billion in damages from the Empire. *Id.* While judgment was not entered against the United States directly, the district court noted that the United States' share of the Empire's damages was $2.2 billion. R. at 16a. The Empire then appealed both issues to the Sixteenth Circuit, which affirmed both of the district court's determinations. R. at 34a, 52a.

SUMMARY OF THE ARGUMENT

This Court should affirm the Sixteenth Circuit's holdings on both issues. First, the Empire asks this Court to determine whether the venue statute encompasses conduct occurring in outer space. Second, the Empire asks this Court to apply its preferred standard of causation and find that it is not liable under the Commercial Space Launch Activities Act (CSLAA). The Sixteenth Circuit correctly held (1) that venue is appropriate in Alderaan because the venue statute includes conduct occurring outer space, and (2) that both the Empire and the United States are liable for Solo's injuries under the CSLAA.

The Empire's venue brings two issues to light, and Solo prevails on both. First, the Empire asked the Sixteenth Circuit to determine which party bears the burden of proving that venue is proper (or improper) under 28 U.S.C. § 1391. But that

question is unimportant in this case. Burdens of proof arise when there are factual disputes, and here, there are none. Even if that question must be decided, the Sixteenth Circuit correctly decided that defendants bear the burden. And even more, Solo still prevails under a standard requiring plaintiffs to bear that burden because he made a prima facie showing that venue was proper in Alderaan.

However, the Empire's venue question does not hinge on which party bears that burden of proof. The venue question in this case can be answered only by statutory interpretation, not evidence. The Empire asks this Court to hold that outer space conduct is *never* encompassed by the venue statute. That is wrong. Courts have routinely considered the navigable airspace to be included in the venue statute. They have reasoned that any other holding would result in a venue gap whereby venue can never be properly established given certain facts. Congress did not intend to create venue gaps, especially when jurisdiction is not an issue. Because of that, courts should favor interpretations of the venue statute that avoid such gaps unless Congress provides otherwise. Because that has not happened for outer space activities, this Court should affirm the Sixteenth Circuit's holding that outer space activities are not outside of the venue statute's reach.

The Sixteenth Circuit's holding on the causation issue should be affirmed because it properly interpreted the CSLAA. Section 50914 of the CSLAA permits a plaintiff to recover damages from injuries "resulting from" a licensee's harm. The Empire, as licensed under CSLAA, is responsible to Solo for damages resulting from the explosion of the DS-1 (Death Star), the Empire's negligently constructed

spacecraft. Further, even if this Court finds the statutory text unpersuasive and instead applies a proximate causation standard, Solo still prevails. The defect in the Death Star enabled Luke Skywalker's strike to create a disastrous explosion. The Empire's negligence is preeminent here, and Skywalker's exploitation of that negligence does not break the chain of causation.

The United States is also liable to Solo under section 50915 of the CSLAA. That section requires the United States to pay claims to injured parties in excess of a licensee's insurance coverage. The CSLAA also requires the government to pay when licensees act negligently. Because the Empire's design defect was caused by its negligence, the United States cannot rely on any exculpatory clause to escape liability. The United States is also a party to multiple treaties that make sense of this. Those treaties consider the government's proper conduct in space and help shape the understanding of the CSLAA that invokes the government's fiscal protection of negligent companies.

STANDARD OF REVIEW

This Court reviews a denial of a motion to dismiss under Rule 12(b)(3) *de novo* when parties do not dispute the facts relevant to venue. *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 355 (2d Cir. 2005) ("Here, there has been no substantial disagreement about the facts relevant to venue. Our review is therefore *de novo*."). If the appeal requires this Court to interpret statutes, those interpretations are also reviewed *de novo*. *See Teemac v. Henderson*, 298 F.3d 452, 456 (5th Cir. 2002) ("Where the district court interprets a statute or regulation, appellate courts review *de novo*."); *Highmark Inc. v. Allcare Health Mgmt. Sys., Inc.*, 572 U.S. 559, 564 (2014) (noting that questions

of law are subject to de novo review). Renewed motions for judgment as a matter of law are also reviewed de novo. *See Kim v. Am. Honda Motor Co.*, 86 F.4th 150, 159 (5th Cir. 2023). Any evidence must be viewed in the light most favorable to the nonmovant, Solo, and factual inferences must also be drawn in his favor. *See id.*

ARGUMENT

I. The Sixteenth Circuit correctly held that venue was proper in Alderaan under 28 U.S.C. § 1391(b)(2).

This Court should affirm the Sixteenth Circuit's holding that venue was proper in Alderaan for three reasons. First, the dispute as to which party bears the burden of proof in establishing venue is immaterial to this case. Second, even if that question requires an answer, Solo prevails no matter which party bears that burden. Third, venue is proper in Alderaan even if the venue statute does not reach to conduct occurring outer space.

A. This Court does not need to determine which party bears the burden of proof because only facts must be proven, and the Empire does not dispute any of Solo's factual assertions supporting venue.

The very concept of proof refers only to a factual dispute. *See* RESTATEMENT (SECOND) OF TORTS § 328A cmt. a (explaining that the "burden of proof . . . includes introducing sufficient evidence to justify" a jury's finding) (citation modified). Thus, when a party bears a burden of proof, it means that the party must provide some evidence to satisfy that burden. *See Gulf Ins. Co. v. Glassbrenner*, 417 F.3d 353, 358 (2d Cir. 2005) (explaining that venue is only shown to be proper when factual disputes are resolved by a party proving the factual allegations that would make venue proper in a particular district).

When venue is disputed as a matter of law, burdens of proof arise only with respect to the facts that give rise to the legal conclusion. *See id* (reviewing "the ultimate question [of venue] *de novo* and accepting any factual findings unless clearly erroneous"). And that is the case here—the Empire's only question on venue is a legal one. *See* R. at 18a. Specifically, the Empire asks whether the reach of the venue statute extends to outer space conduct. *Id.* No proof answers that question. Consequently, it does not matter which party *would* bear that burden.

Defendants may object to venue as improper on either a legal or factual basis. *See Hancock v. AT&T Co.*, 701 F.3d 1248, 1260 (10th Cir. 2012) (explaining that courts must treat factual and legal disputes differently when defendants move to dismiss for improper venue). When objecting to the facts, defendants must provide a reasonable basis to show the court that venue is genuinely in dispute. *See 2215 Fifth St. Assocs., LP v. U-Haul Int'l, Inc.*, 148 F. Supp. 2d 50, 54 (D.C. Cir. 2001) ("On a motion to dismiss for improper venue[,] . . . facts must be presented that will defeat plaintiff's assertion of venue.").

If defendants provide a reasonable basis for disputing the facts supporting venue, the 12(b)(3) motion is treated as a motion for summary judgment, requiring courts to adopt a "summary-judgment-like framework." *Hancock*, 701 F.3d at 1260 (citing *Murphy v. Schneider Nat'l, Inc.*, 362 F.3d 1133, 1138 (9th Cir. 2004)). Under that framework, when a defendant challenges venue, district courts usually must take "[a]ll well-pleaded allegations . . . as true," and "draw all reasonable inferences and resolve all factual conflicts in favor of the plaintiff." *Id.* (quoting 5B WRIGHT &

MILLER'S FEDERAL PRACTICE & PROCEDURE § 1352 (2004)). Courts may hold evidentiary hearings to resolve those conflicts, providing parties with an opportunity to show whether venue is proper. *See Murphy*, 362 F.3d at 1339 (extending the pre-trial hearing permission under Rule 12(d) to encompass motions to dismiss for improper venue). But this is the only point at which the burden of proof is relevant—when there are disputes of fact.

For instance, in cases where venue is predicated on the defendant's residence, a showing of venue may be called into question by evidence that the plaintiff is wrong about where the defendant resides. *See Anheuser-Busch, Inc. v. All Sports Arena Amusement, Inc.*, 244 F. Supp. 2d 1015, 1022 (E.D. Mo. 2002). Another example would be when defendants rebut the location of the events by providing some basis for the court to conclude that the defendants did not occur where the plaintiff alleges. *See Tobien v. Nationwide Gen. Ins. Co.*, 133 F.4th 613, 622 (6th Cir. 2025) (holding that venue was improper because no factual allegations supported a finding of proper venue). In both of these situations, the facts alone would enable the district court to determine whether venue is proper. *See Glasbrenner*, 417 F.3d at 355 (explaining that courts hold evidentiary hearings on the question of venue specifically to resolve factual disputes) (citing *CutCo Indus. v. Naughton*, 806 F.2d 361, 364–65 (2d Cir. 1986)). Whichever party bears that burden, it is satisfied when the district court finds that the facts support the conclusion on venue by a preponderance of the evidence. *See id.*

But here, the Empire does not dispute that venue is proper on the basis of facts. *See* R. at 26a. Both parties agree that events giving rise to Solo's claims occurred in outer space directly above Alderaan. *See* R. at 18a, 20a–21a, 26a. The Empire's only question is whether the propriety of venue can be based on those facts *at all*. *See* R. at 18a. But to even ask that question, the Empire must agree with Solo that the events giving rise to the suit took place in outer space. And when parties agree on the facts, it no longer matters which party had the burden of proving them because the burden is only there to dictate which party must prove them. *See Glassbrenner*, 417 F.3d at 355 (reviewing venue questions *de novo* when "there has been no substantial disagreement about the facts relevant to venue."). Because the Empire does not dispute any of Solo's alleged facts that would make venue proper in Alderaan, the question of who would bear that burden is irrelevant.

B. Even if the burden of proof question must be answered, Solo prevails no matter which party bears the burden.

Even if proof regarding the propriety of venue is required, Solo prevails because he has satisfied his burden, while the Empire failed to satisfy its own. As the Sixteenth Circuit recognized, courts have come to different conclusions as to whether it is the plaintiff or defendant that must prove the propriety of venue. *Contrast In re ZTE Inc.*, 890 F.3d 1008, 1013 (Fed. Cir. 2018) (placing the burden of proof on plaintiffs to prove venue is proper in patent cases) *and Mitrano v. Hawes*, 377 F.3d 402, 405 (4th Cir. 2004) (placing the burden of proof on plaintiffs under § 1391) *with Myers v. Am. Dental Ass'n*, 695 F.2d 716, 724 (3d Cir. 1982) (holding that defendants objecting to venue as improper bear the burden of proof) *and In re Peachtree Lane*

Assocs., 150 F.3d 788, 794 (7th Cir. 1998) (same). This Court should affirm the Sixteenth Circuit's decision to place that burden on defendants. When venue is used as an affirmative defense as the Empire used it here, the burden should be placed on them before they are able to reap the benefits. But even if this Court disagrees and places the burden on plaintiffs, Solo prevails because he made a prima facie showing that venue was proper in Alderaan.

1. *The Sixteenth Circuit correctly held that defendants bear the burden of proof because venue is a privilege for defendants, demanding that the burden fall on them to reap those benefits.*

"A defendant bears the burden of proving improper venue." *Resol. Mgmt. Consultants, Inc. v. Design One Bldg. Sys.*, 2024 U.S. App. LEXIS 25641, at *1, *13 (3d Cir. Oct. 11, 2024) (citing *Myers*, 695 F.2d at 724–25). Venue is an "affirmative defense," placing it in the defendant's toolkit, not the plaintiff's. *Tobien*, 133 F.4th at 619. Plaintiffs get the first choice of venue, which puts the onus on defendants to show that the plaintiff chose an improper venue. *See Stewart Org., Inc. v. Ricoh Corp.*, 810 F.2d 1066, 1071 (11th Cir. 1987) ("[T]he law has accorded a plaintiff the right to choose the forum in which to litigate his case."); *see also Gilmore v. Shearson/Am. Express, Inc.*, 811 F.2d 108, 112 (2d Cir. 1987) (noting that if defendants waive venue, the defense cannot be brought again even if the complaint is amended).

But defendants cannot merely object to venue; some rationale must be provided. *See 2215 Fifth St. Assocs.*, 148 F. Supp. 2d at 54 ("On a motion to dismiss for improper venue[,] . . . facts must be presented that will defeat plaintiff's assertion of venue."). As explained above, defendants can provide that rationale by alleging contradictory facts to the plaintiff's allegations supporting venue. *See Pierce v. Shorty*

Small's of Branson Inc., 137 F.3d 1190, 1192 (10th Cir. 1998) (affirming a district court's dismissal on improper venue "because the defendant presented affidavit evidence that 'controverted each of the statutory bases for' venue."). If the court agrees that there is a question of venue, then it may hold an evidentiary hearing. *See Murphy*, 362 F.3d at 1139 ("Whether to hold a hearing on disputed facts and the scope and method of the hearing is within the sound discretion of the district court."). "Upon holding an evidentiary hearing to resolve material disputed facts, the district court may weigh evidence, assess credibility, and make findings of fact that are dispositive on the Rule 12(b)(3) motion." *See id.*

This makes sense. These hearings employ judicial resources, they cost money for both the parties and the court, and they take time. *See* Jay Tidmarsh, *The Litigation Budget*, 68 VAND. L. REV. 855, 870–71 (explaining that the motion to dismiss stage is already costly and that burdening plaintiffs more only adds to that but provides little benefit). Without requiring *some* basis that venue is improper, Rule 12(b)(3) motions would do little more than needlessly pause litigation. *See Simon v. Ward*, 80 F. Supp. 2d 464, 467 (E.D. Pa. 2000) (explaining that venue is for the benefit of defendants, and to "reap the benefits," the burden should be on defendants).

What does not make sense is to push that burden onto plaintiffs. The plaintiff chooses the venue, and because of that, has no reason to call the propriety of that venue into question. That is why it is an affirmative defense. *See Tobien*, 133 F.4th at 619. The Empire had two opportunities to benefit from that defense. It failed in

both. First, it could have called Solo's factual allegations into question in its motion to dismiss. Instead, the Empire disputed none of Solo's facts, arguing only that the venue statute could not encompass conduct occurring in outer space. R. at 26a.

Still, the district court held an evidentiary hearing, *see* R. at 21a, giving the Empire its second opportunity to show that venue was improper. And again, the Empire still provided no factual basis for the court to conclude that venue was improper in Alderaan. *See* R. at 21a ("The Empire presented no evidence on the question of venue."). Because the Empire had the burden of proving that venue was improper but failed to do so, the Sixteenth Circuit correctly affirmed the district court's decision to deny the Empire's motion to dismiss. *See* R. at 25a. This Court should affirm that decision.

2. *Even if plaintiffs bear the burden of proof on venue, Solo satisfied that burden by making an undisputed prima facie showing that venue was proper in Alderaan.*

Even if this Court disagrees, placing the burden of proof on Solo, this Court should still affirm the Sixteenth Circuit's decision because Solo satisfied that burden by making a prima facie showing that venue was proper in Alderaan. Plaintiffs do not even need to specifically allege that venue is proper in their complaint. *See Hancock*, 701 F.3d at 1260 (noting that plaintiffs may "rest on the well-pled facts in the complaint" even if they have the burden of proving those facts). Because of that, there is some sense in which venue is assumed to be proper unless the defendant provides some basis to question the propriety of the venue. *See Auto. Mechs. Local 701 Welfare & Pension Funds v. Vanguard Car Rental USA, Inc.*, 502 F.3d 740, 746

(7th Cir. 2007) ("District courts should not, as a matter of general practice, dismiss *sua sponte* for improper venue.") (citation modified).

"If the court chooses to rely on pleadings and affidavits, the plaintiff need only make a *prima facie* showing of venue." *Glassbrenner*, 417 F.3d at 355 (quoting *CutCo*, 806 F.2d at 364–65 (2d Cir. 1986)); *see also Hancock*, 701 F.3d at 1260 (defining a prima facie showing as "well-pled facts" that show venue is proper where the plaintiff brought suit so long as those "'facts are uncontroverted by defendant's' evidence") (quoting *Pierce*, 137 F.3d at 1192). More is needed only if an evidentiary hearing is held where the court makes findings of fact. *See Glassbrenner*, 417 F.3d at 355 (explaining that "plaintiffs must demonstrate venue by a preponderance of the evidence" for courts to make findings of fact) (quoting *CutCo*, 806 F.2d at 364–65). But if no findings of fact are made at the evidentiary hearing, then courts are back where they started—determining venue on the pleadings. *See id*. That means Solo only had to make a prima facie showing that venue was proper in Alderaan. *Id.* Solo satisfied that requirement.

A prima facie showing of venue is satisfied when the plaintiff can show that the "pleadings and affidavits, if accepted as true, would establish that venue was proper." *See Tobien*, 133 F.4th at 621. Solo's allegation that venue was proper in Alderaan was supported by several facts: (1) both orbit locations of the Death Star and Millennium Falcon, (2) the location of both Solo's bodily injury and property damage, (3) and Skywalker's entry point when attacking the Death Star. R. at 20a. His complaint explicitly states that each of these events occurred "directly above

Alderaan." R. at 20a. The Empire agrees—the events happened in outer space above Alderaan. *See* R. at 26a (noting that the Empire's only issue with venue is one of statutory interpretation, not conflicting facts). Thus, if the burden of proof question must be answered, Solo prevails because he satisfied the only requirement—making a prima facie showing that the venue is proper.

But this also supports the claim made earlier that the burden of proof question is not relevant to this case. The Empire has little choice but to agree with where Solo alleged the events took place—its only question about venue necessarily depends on the events taking place in outer space. That question cannot be asked unless the Empire assumes the events took place in outer space. That means the only factual contention available to the Empire was that the events did not take place above Alderaan. Because that argument was never made, the Empire cannot make it now. *See Gilmore*, 811 F.2d at 112 (explaining that defendants cannot revive a claim that venue is improper merely because the complaint was amended). That leaves only the Empire's legal question.

C. The Sixteenth Circuit correctly decided that venue is proper in Alderaan because the venue statute reaches outer space conduct, and both parties agree that substantial events giving rise to the claim occurred in outer space directly above Alderaan.

The Sixteenth Circuit correctly interpreted the venue statute to include conduct occurring in outer space. *See* R. at 28a, 31a, 34a. Any other holding runs afoul of the purpose behind the venue statute—to make litigation convenient for all parties. *See Brunette Mach. Works, Ltd. v. Kockum Indus., Inc.*, 406 U.S. 706, 710 n.8 (1972) (defining a venue gap as a "case[] in which the federal courts have jurisdiction but

there is no district in which venue is proper"). When venue gaps are created, proper venue does not just become more difficult to determine; some cases might prove impossible. *See Smith v. United States*, 507 U.S. 197, 203 (1993) ("Congress does not in general intend to create venue gaps, which take away with one hand what Congress has given by way of jurisdictional grant with the other."). The Sixteenth Circuit's interpretation of the venue statute, as well as its application to this case, should be upheld because it serves the legislative purposes in enacting the statute. *See Beattie v. United States*, 756 F.2d 91, 104 (D.C. Cir. 1984).

1. *Venue gaps run afoul of the legislative intent that venue be construed broadly to serve its purpose of making litigation convenient.*

"Venue is 'a possible place for a lawsuit to proceed, usually because the place has some connection either with the events that gave rise to the lawsuit or with the plaintiff or defendant." *Tobien*, 133 F.4th at 618. The purpose of the venue statute is to make litigation more convenient for the those involved in the cases. *See Cottman Transmission Sys., Inc. v. Martino*, 36 F.3d 291, 294 (3d Cir. 1994) ("'[T]he purpose of statutorily specified venue is to protect the defendant against the risk that a plaintiff will select an unfair or inconvenient place of trial.'") (quoting *LeRoy v. Great W. United Corp.*, 443 U.S. 173, 183–84 (1979)). Venue gaps run afoul of that purpose. *See Brunette Mach. Works*, 406 U.S. at 710 n.8 ("Congress does not in general intend to create venue gaps, which take away with one hand what Congress has given by way of jurisdictional grant with the other.").

Because venue gaps run afoul of that purpose, courts should favor an interpretation that avoids such a gap. *See id* ("[I]n construing venue statutes it is

reasonable to prefer the construction that avoids leaving such a gap."). In fact, Congress amended the venue statute in 1966 specifically because of a venue gap. *See id* ("In 1966 Congress acted to close the gap with a provision authorizing suit where 'the claim arose,' which in most cases provides a proper venue even in multi-party situations.").

That amendment responded to the growing complexity of lawsuits, where multiparty suits were becoming significantly more common. *See id.* Multiparty suits were not a rarity, but when they arose, it was common for the parties to hail from the same state or states. *See id.* That often made venue a simple question. *See id.* But when courts were frequently confronted with multiparty suits where each party was from a different state, and where the injuries may have also occurred in a different state, venue questions became more difficult. *See id.*

In response, Congress broadened the venue statute to ensure venue would not pause litigation when jurisdiction was not an issue. *See id* ("Congress does not in general intend to create venue gaps, which take away with one hand what Congress has given by way of jurisdictional grant with the other."). Tasked with fulfilling Congress's intent in broadening the statute, courts were directed to favor interpretations of the statute that avoided venue gaps. *See id.* Otherwise, litigation could never be convenient because venue gaps would render it impossible if the events occurred in that gap.

That is why courts interpret the statute to include the navigable airspace above a district as being in the district. *See United States v. Barnard*, 490 F.2d 907, 911

(9th Cir. 1973) ("The navigable airspace above [a] district is a part of the district."); *see also United States v. Rodriguez-Moreno*, 526 U.S. 275, 282 (1999) (holding that, in the criminal context, venue was proper in *any* district where the crime occurred). Congress made clear that venue gaps were impermissible. *See Brunette Mach. Works*, 406 U.S. at 710 n.8. Courts should fill those gaps by interpretating the venue statute broadly. *See id.* Congress can decide to fill the gap differently, but that question is not for the courts to answer. *See In re HTC Corp.*, 889 F.3d 1349, 1361 (Fed. Cir. 2018) (explaining that courts should not deviate from "longstanding rule[s]" that "color the venue statute."). That is especially true in this case, where courts have already interpreted the statute broadly to avoid the venue gap that would have been created if the navigable airspace were outside the statute's reach. *See Barnard*, 490 F.2d at 911.

The same rationale that brings the navigable airspace within the venue statute's reach should extend to outer space. Just like courts recognized that the airspace venue gap would create a safe haven for unlawful conduct merely because it was committed on an airplane, *see id*, the Sixteenth Circuit recognized that the Empire's argument presented the same concern. *See* R. at 26a (rejecting the Empire's argument because it "would impermissibly create a venue gap as to CSLAA claims involving *only* outer-space conduct"). And just as courts remedied that issue by interpreting the venue statute to include navigable airspace, *see Barnard*, 490 F.2d at 911, the Sixteenth Circuit did the same by extending that reasoning to include outer space. *See* R. at 28a, 31a–32a.

The Empire has provided little reason to hold otherwise. It has not overcome the presumption of favoring statutory interpretation that avoids a venue gap instead of creating one. That presumption is particularly important where, as is the case here, jurisdiction is not in question. *See* R. at 16a ("Jurisdiction is not at issue in this appeal."). Because venue should not be an obstacle to litigation when jurisdiction is not, *see Brunette Mach. Works*, 406 U.S. at 710, the Empire must show that the legislative intent is inapposite here. And because the Empire failed to do so, the presumption prevails. This Court should affirm the Sixteenth Circuit's decision to extend overflight venue principles to outer space.

2. *Venue is proper in Alderaan because both parties agree a substantial portion of the significant events giving rise to Solo's claims occurred in outer space directly above Alderaan.*

Both parties agree that § 1391(b)(2) guides the venue determination in this case.[1] *See* R. at 26a. Under that section, venue is proper in any judicial district where a substantial portion of the significant events or omissions giving rise to suit occurred. *See* § 1391(b)(2). Here, nearly all events giving rise to the claim occurred in outer space or outside of the U.S. entirely. *See* R. at 13a, 20a–21a. That makes Alderaan the only proper venue. For that reason, this Court should affirm the Sixteenth Circuit's holding that venue in Alderaan was proper.

Venue determination turns on "the operative events that constitute the *gravamen* of plaintiff's claims." *Zakiya v. United States*, 267 F. Supp. 2d 47, 59 (D.C. Cir. 2003); *see also Cottman*, 36 F.3d at 295 ("In assessing whether events or

[1] Both parties also agree that § 1391(b)(1) does not apply in this case because not all defendants reside in the same state.

omissions giving rise to the claims are substantial, it is necessary to look at the nature of the dispute."). That is why the venue statute requires "*substantial* events" for venue to be proper under § 1391(b)(2). *See Glassbrenner*, 417 F.3d at 357 ("[W]e caution district courts to take seriously the adjective 'substantial.'"). Even more, venue is determined by "the entire sequence of events underlying the claim," not just "a single triggering event" that "prompt[ed] the action." *Weiser Law Firm, P.C. v. Hartleib*, 2024 U.S. App. LEXIS 32691, at *1, *16 (3d Cir. Dec. 26, 2024).

For example, in contracts cases, courts consider the contract's (1) performance, (2) breach, and (3) negotiation and execution as substantial events. *See Jenkins Brick Co. v. Bremer*, 321 F.3d 1366, 1372 (11th Cir. 2003). Tort claims are analyzed similarly, where courts focus on "'the locus of the injury.'" *Hartleib*, 2024 U.S. App. LEXIS 32691, at *16–17; *see also Myers v. Bennett L. Offs.*, 238 F.3d 1068, 1075–76 (9th Cir. 2001); *Bates v. C & S Adjusters, Inc.*, 980 F.2d 865, 867–68 (2d Cir. 1992). Put differently, the focus is on the location where "at least one of the 'harms' [was] suffered." *Myers*, 238 F.3d at 1075–76.

That makes venue improper in California under § 1391(b)(2). Only the Empire resides in California. *See* R. at 4a–7a. Only the Empire conducts business in California. *See id.* And only the Empire would find litigation in California more convenient than in Alderaan. *See id.* Despite these obstacles in its attempt to prove that venue is only proper in California, the Empire clings to the only event even somewhat relevant to this suit that occurred in California—the launch of the Death

Star. *See* R. at 18a. But "a single triggering event" is not enough to make venue proper anywhere. *Hartleib*, 2024 U.S. App. LEXIS 32691, at *16–17.

All of the events giving rise to Solo's claim took place in either the navigable airspace or outer space directly above Alderaan. *See* R. at 13a, 20a–21a. That is where Solo's spaceship was orbiting when the explosion occurred. *See* R. at 20a. That is also the location where Solo was injured and his property damaged. *See id*. It is where the Death Star was orbiting. *See id*. Skywalker entered Alderaan's navigable airspace to fulfill plan of destroying the Death Star. *See id*. And finally, that is where most of the fragments from the explosion landed. *See* R. at 3a. Those are the substantial events giving rise to Solo's claim, all occurring in outer space directly above Alderaan. R. at 20a. That alone makes venue proper under § 1391(b)(2).

Even more, that conclusion is also supported by the fact that venue was designed to make litigation convenient for all parties. *See Wachovia Bank, N.A. v. Schmidt*, 546 U.S. 303, 305 (2006) ("[V]enue 'is primarily a matter of choosing a convenient forum.'"); *see also Norwood v. Kirkpatrick*, 349 U.S. 29, 32 (1955) (recognizing that Congress intended to ensure venue did not stand to make litigation more inconvenient). Convenience depends on where parties, witnesses, and evidence are situated. *See Atl. Marine Constr. Co. v. United States Dist. Ct.*, 571 U.S. 49, 67 (2013) (explaining that the expenses witnesses would take on should be considered in determining where venue is most convenient). The goal of convenience is not some additional factor to be considered; it is imported into the venue statute itself. *See Mitrano*, 377 F.3d at 405 ("Congress amended the [venue] statute because the prior

language 'led to wasteful litigation whenever several different forums were involved in the transactions leading up to the dispute.'") (citing *Cottman*, 36 F.3d at 294). That is why venue is proper where the events giving rise to the suit occurred, making it proper in Alderaan, but not in California. *See id.*

3. *Even if this Court disagrees, venue is proper in Alderaan under the only remaining venue provision.*

If this Court disagrees that outer space conduct is reached by the venue statute, venue is still proper in Alderaan. That is for two reasons. First, if outer space conduct cannot be considered by the venue statute, then § 1391(b)(2) cannot apply. That section makes venue proper only if substantial events giving rise to the claims occurred in that district. But both parties agree that nearly all of the substantial events giving rise to Solo's claims occurred in outer space. *See* R. at 20a, 21a–22a (showing that Solo's factual allegations, which the Empire did not dispute) state that most events giving rise to the claims occurred in Alderaan). So if the venue statute does not extend to outer space, then § 1391(b)(2) cannot determine the propriety of venue at all. That leads to the second point: § 1391(b)(3) applies. And that section makes venue proper in Alderaan.

"Congress does not in general intend to create venue gaps, which take away with one hand what Congress has given by way of jurisdictional grant with the other." R. at 26a–27a (quoting *Beattie*, 756 F.2d at 104); *see also Brunette Mach. Works*, 406 U.S. at 710 n.8 (1972). Here, "[j]urisdiction is not at issue." R. at 16a. And when jurisdiction is not an issue, Congress has made clear that venue should not be an obstacle to an otherwise well-pled suit. *See Brunette Mach. Works*, 406 U.S. at 710

n.8 (1972). That means venue must be proper somewhere in the United States. And both parties agree: § 1391 guides the venue determination in this case. *See* R. at 18a ("Solo and the Empire both argue venue under the general venue statute.") (citing 28 U.S.C. § 1391).

The Empire conceded that venue is not proper under § 1391 (b)(1) because that section requires all defendants to be residents of the same state. R. at 26a. Here, the Empire is the only resident of California, *see* R. at 3a, 5a, 7a, so § 1391(b)(1) cannot apply. § 1391(b)(2) makes venue proper only in judicial districts where significant events giving rise to the claim occurred. But both parties agree that all of the substantial events giving rise to Solo's claim occurred in outer space. R. at 20a–22a. So if outer space is not within the venue statute's reach, then venue is not proper anywhere under § 1391(b)(2).

The Empire contends that § 1391 still applies, but that venue is proper only in California. R. at 26a. Not so. The only support for that claim is that the Death Star was launched in California. *See* R. at 12a–13a, 18a. Even though the launch was an event necessary for the resulting explosion to have occurred, that does not make the launch itself a significant event with respect to Solo's claims and where venue is proper for those claims. *See Glassbrenner*, 417 F.3d at 357 (cautioning district courts "to take seriously the adjective 'substantial.'").

Events are significant only with respect to the claim itself. *See id* (explaining that venue is proper only if "*significant* events . . . occurred in the district in question, even if other material events occurred elsewhere."). Though the Death Star's launch

was necessary for Solo's claims to arise, that alone is not enough to make it a substantial event for venue purposes. Consequently, even if venue is improper in Alderaan under § 1391(b)(2), California does not automatically become a proper venue for Solo's claims under the same provision. Instead, venue can only be proper under the "fallback" provision: § 1391(b)(3). *See Tobien*, 133 F.4th at 620.

Under § 1391(b)(3), venue is proper in any district where the court could exercise personal jurisdiction over a defendant. This is where the Empire's contention that venue is proper in California might find its footing. But contrary to the Empire's argument, California is not the only location where venue is proper under § 1391(b)(3). Because Alderaan could exercise personal jurisdiction over both Skywalker and Alianza Rebelde, venue was proper in Alderaan.

Luke Skywalker entered Alderaan's navigable airspace to destroy the Death Star. R. at 20a. The destruction of the Death Star, made possible only by the Empire's negligent design, directly caused Solo's bodily injuries and property damage. *Id.* Skywalker's direct contribution to Solo's claims, paired with his intrusion into Alderaan's navigable airspace to cause the explosion, *id.*, enable Alderaan courts to exercise personal jurisdiction over him. *See Olsen by Sheldon v. Gov't of Mex.*, 729 F.2d 641, 649 (9th Cir. 1984) (noting that personal jurisdiction can be exercised over pilots who intentionally enter the navigable airspace), *abrogated on other grounds by Joseph v. Off. of Consulate Gen. of Nig.*, 830 F.2d 1018, 1026 (9th Cir. 1987).

Additionally, Skywalker did not act alone. He paired with Rebelde to cause this destruction. *See* R. at 13a (explaining that Skywalker and Rebelde made the plan

together). Further, Rebelde is hardly a stranger to Alderaan—its "primary benefactor" was "a former Alderaanian princess."[2] R. at 19a (explaining that the princess's husband "became Alderaan's first U.S. senator"). Part of Solo's complaint alleges that the company conspired with Skywalker to destroy the Death Star. *See* R. at 6a. While "Skywalker and Alianza settled . . . before trial," R. at 5a, Solo's conspiracy allegations against the two defendants were an important consideration in determining propriety of venue. *See Smiley v. Reno*, 131 F. Supp. 2d 839, 841 (W.D. La. 2001) ("Venue decisions are made considering all the parties to the action."); *see also id* (explaining that 28 U.S.C. § 1391 applies to the "civil action, . . . not to a given claim, a single defendant, or a specific group of defendants."). And because both were engaged with Alderaan as they planned the explosion, venue is proper in Alderaan under § 1391(b)(2) or § 1391(b)(3).

II. The District Court properly interpreted the CSLAA to hold that Petitioner's craft was the but-for cause of Respondent's damages, giving rise to a successful claim which the United States is secondarily liable for.

The Sixteenth Circuit appropriately affirmed the trial court's lawful denial Petitioner the Empire's request for Judgment as a Matter of Law because the Empire's negligent design and use of the DS-1 (Death Star) harmed Respondent Solo, giving rise to a successful claim under the CSLAA. *See* 51 U.S.C. 50914. Section 50914 provides only a but-for causation requirement, which Solo satisfies. Setting aside the baseline incoherence of the Empire's request to use outside text to read a heightened

[2] Though no longer a princess, her husband was Alderaan's first U.S. senator. *See* R. at 19a. The record does not state whether Rebelde continued to receive funding from either the former princess or her husband.

standard into the statute, Solo also satisfies a proximate cause standard. The United States' liability to Respondent is derived from the monetary damages exceeding the Empire's insurance coverage. *See* § 50914. The government failed to effectively ensure safety for all space flight participants in its lackluster supervision of the Empire, its licensee. In sum, the Empire's negligence in designing the Death Star caused the events that gave rise to Solo's successful claim, and the United States cannot escape its statutory obligations to contribute toward that remedy.

A. The appropriate standard of causation is but-for, but Respondent's claim still succeeds if proximate causation is applied.

The text of § 50914 instructed Solo to prove a but-for causation between the Empire's negligence in constructing the Death Star, but even if this Court uses a proximate cause standard, Solo still prevails. Solo exceeded that burden at trial, demonstrated by the jury's finding in his favor. R. at 15a. Skywalker's actions do not demonstrate a superseding cause that would break the direct causal chain linking the Death Star's defect to its explosion, which damaged Solo's aircraft. R. at 16a.

1. *The Petitioner is liable to the Respondent under § 50914's but-for causation standard.*

Solo successfully proved the direct causal link between the Empire's negligent design of the Death Star and the resulting harm to both Solo's body and his spaceship. R. at 15a. That is the only causation requirement under the CSLAA—a nexus between the licensee's inaction and the resulting harm to the third party. *See* § 50914. Licensees are required to obtain liability insurance for tort claims "*resulting from* an activity carried out under the license." § 50914(a)(1)(A) (emphasis added). This

section, appropriately titled "financial responsibility requirements," foreshadows the high-cost damages that licensees must prepare for as a cost of doing business in space.

The causation requirement is set by the text of § 50914(a)(1)(A): "resulting from." That language is straightforward and without qualification. *See* § 50914(a)(1)(A). It is also not new. This standard mirrors the but-for causation, which is "broad, undisputedly broader than proximate cause." *Id.*; *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023). This Court has explained that the language "result[ing] from" in statutes sets a burden requiring plaintiffs to prove "that the harm would not have occurred in the absence of—that is, but for—a defendant's conduct." *Burrage v. United States*, 571 U.S. 204, 204 (2014).

Multiple Federal Courts of Appeals have grappled with the applicable causation standard when statutes contain the language: "resulting from." *See, e.g.*, *United States v. Regeneron Pharms., Inc.*, 128 F.4th 324, 330 (1st Cir. 2025); *McDonough*, 61 F.4th 1360; *Martin v. Hathaway*, 63 F.4th 1043, 1052–55 (6th Cir. 2023); *United States ex rel. Cairns v. D.S. Med. LLC*, 42 F.4th 828, 834–35 (8th Cir. 2022). In each example cited *supra*, courts arrived at that conclusion by applying traditional canons of statutory interpretation to the phrase "resulting from": "resulting from" establishes but-for causation. *See Regeneron Pharms.,* 128 F.4th at 330 (1st Cir. 2025) (Anti-Kickback Statute); *McDonough*, 61 F.4th at 1363 (Wartime Disability Compensation); *Martin*, 63 F.4th at 1052–55 (The False Claims Act); *D.S. Med. LLC*, 42 F.4th at 834–35 (The False Claims Act). Further, because Congress can write modifiers into statutes, omissions are just as instructive. *See Regeneron*

Pharms., 128 F.4th at 330 ("In sum, the phrase 'resulting from' imposes a requirement of actual causality, which in ordinary course takes the form of but-for causation, but we may deviate from this ordinary course if the statute in question provides 'textual or contextual indications' for doing so.").

This Court's holding in *Burrage* that "resulting from" language necessarily burdens a plaintiff with establishing but-for causation mandates a single standard of causation under the identical language of CSLAA: but-for. 571 U.S. at 204; § 50914(a)(1)(A). There are no qualifiers or restrictions drafted into the section on licensee tort liability, which means that Petitioner cannot point to any "textual or contextual indication" that would permit "deviat[ion] from this ordinary course." *Regeneron Pharms.*, 128 F.4th at 330. The Court's task here is plain because the statute's language is plain: A plaintiff seeking redress for damages sustained by licensees need only demonstrate but-for causation. *See* § 50914(a)(1)(A).

Solo met this burden. That is evidenced by the jury's affirmative response to the but-for prompt. *See* R. at 40a. ("[A]bsent the act or omission [of the Empire], the explosion would not have occurred."). The Empire's failure to ensure the Death Star's structural integrity caused the harm both Solo and his property suffered. To require a heightened standard of causation would disregard not only this Court's instruction, but the plain, broad language in CSLAA. Solo's only burden at the district court was to show how his harm "result[ed] from" the Empire's negligence. That burden was satisfied.

2. *Disregarding plain statutory instruction and instead applying the heightened standard of proximate cause, Respondent still prevails because Skywalker's act was not so unforeseeable as to supersede the Empire's negligence.*

The Empire's request for a proximate cause instruction is without statutory support. Even so, concurring judges on the Sixteenth Circuit understood the requirement from a *different* section—50915—to implicate a proximate causation scheme under § 50914. *See* R. at 56a–57a. This is hardly the kind of "contrary textual indication" that would allow courts to infer congressional intent to raise the causation standard. *See* 571 U.S. at 212. In *CSX Transp. v. McBride*, this Court noted that Congress can write the words "'proximate cause' into several statutes." The court further explained that when Congress does not do that, "there is little reason for courts to hark back to stock, judge-made proximate-cause formulations." 564 U.S. 685, 702–03 (2011).

But even if this Court disagrees, Solo's claims also satisfy the proximate cause standard. In *Bank of America Corp. v. City of Miami*, this Court described the proximate-cause analysis as one where "the harm alleged has a sufficiently close connection to the conduct the statute prohibits." 581 U.S. 189, 201 (2017) (quoting *Lexmark Int'l, Inc. v. Static Control Components, Inc.*, 572 U. S. 118, 133 (2014)) (requiring a direct relation between the plaintiff's harm and the defendant's conduct to satisfy the FHA's proximate-cause standard). Years prior, in *CSX Transport*, this Court synonymized proximate cause with a "policy-based judgment that not all factual causes contributing to an injury should be legally cognizable causes." 564 U.S. at 701. That requires "some direct relation" between the conduct and the harm;

attenuated links will not do. *See Staub v. Proctor Hosp.*, 562 U.S. 411, 419 (2011) (quoting *Hemi Grp., LLC v. City of New York*, 559 U.S. 1, 9 (2010)).

It is imperative not to mistake a direct relation to be the *only* relation, because "it is common for damages to have multiple proximate causes." *Id.* at 420. But, if there is an "intervening force" that interrupts the direct link between the plaintiff's harm and the defendant's conduct, the plaintiff cannot recover from the defendant under proximate cause. *See Exxon Co. v. Sofec*, 517 U.S. 830, 835–36 (1996) (defining "superseding" forces that break chains of causation in proximate-cause analyses). Yet the jury, even having received instruction on superseding causes, found that the Empire's negligent design proximately caused the harms at issue. R. at 35a.

The jury had a legally sufficient evidentiary basis to label the Empire's actions as the proximate cause of Solo's damages. R. at 35a. While not the only cause of the harm Solo suffered, *see* R. at 15a, the Empire's fatal design flaw in the "weapon[] of mass destruction" it placed into Earth's orbit was the proximate cause of the explosion and the resulting debris that damaged Respondent's ship. R. at 35a. The policy-based judgment from *CSX Transport* is satisfied here, where the facts underlying the mere existence of the Death Star and its problematic design further support linking Petitioner's negligence to Respondent's harm. *See* 564 U.S. at 701; R. at 59a–60a.

The Second Restatement of Torts—Alderaan's law—lists six considerations when evaluating if a cause is superseding, but a particularly relevant one here is (c): "the fact that the intervening force is operating independently of any situation

created by the actor's negligence." *See* RESTATEMENT (SECOND) OF TORTS § 442(b); R. at 40a. This means Skywalker's proton torpedo would have to be considered "independently of *any* situation created" through the Empire's negligence. *Id.* (emphasis added).

These facts do not support such a finding. The proton torpedo was fired *because* of the situation the Empire created when it unleashed its Death Star. R. at 13a. Further, the Empire knew there was a defect a third party could "take advantage of." R. at 13a. The Empire's reasoning for "keep[ing] that information private" was explicitly because they knew it could be exploited. R. at 13a. The Empire failed to explain any attempt to fix the Death Star's defect. *See* R. at 13a. Instead, the Empire placed their hopes in keeping a secret safe. R. at 13a. Pretending such a defect could go unnoticed was nonsensical: Their secret was floating above the Earth for all to see. R. at 13a. The resulting damage from the torpedo firing and impact on Solo's spaceship was not independent. R at 13a. It was enabled solely by the Death Star's vulnerability, so the resulting disaster is the Empire's responsibility. Even though Skywalker's act happened at the same time as the Death Star's defect, it does not break the chain of causation that links the Empire's negligence to Solo's damages.

B. The United States is secondarily liable under the statute's indemnity scheme, which is consistent with three distinct treaty obligations.

This Court should continue using a textual interpretation of CSLAA as the analysis turns to Section 50915. It plainly enlists the United States to cover the remainder of Solo's claim because the licensee—the Empire—caused damage exceeding the insurance minimums. § 50915. The United States cannot dodge its

statutory responsibility through the "willful misconduct" clause because the Empire's actions were negligent, not intentional. *Id.* Finally, a comprehensive look at the United States' international obligations under treaties illustrate the congressional intention behind § 50915, requiring a finding of secondary liability. *See* § 50919(e).

1. *The licensee's negligence gave rise to a claim exceeding its liability insurance, so the United States must pay out the remainder of the claim under § 50915.*

A textual reading of CSLAA's section on paying claims exceeding a licensee's insurance requires payment to Solo, whose successful claim before a jury invoked the United States' secondary liability. The statute has three critical components detailing the government's obligations for payment: (1) a plaintiff's "successful claim" about (2) a licensee's activity for which (3) claims "related to one launch or reentry" exceeding the licensee's insurance but are still less than $1.5 billion. *See* § 50915(a)(1). Each component is addressed sequentially *infra*. Any outstanding questions from each of the three components is answered by a plain language interpretation. *See Jimenez v. Quarterman*, 555 U.S. 113, 118 (2009) ("It is well established that, when the statutory language is plain, we must enforce it according to its terms.").

The statute sets a broad scope for what a "successful claim" could encompass, and it sets the floor at "reasonable litigation or settlement expenses." *Id.* A plain reading would surely include the plaintiff's prevailing claim at trial, which Solo achieved. R. at 15a. In the context of attorney's fees, this Court has implicitly recognized that successful claims are ones where the plaintiff prevails. *See Comm'r, INS v. Jean*, 496 U.S. 154 (1990) (connecting "successful litigation" from 28 U.S.C. § 2412 to the "prevailing party"); *Hensley v. Eckerhart*, 461 U.S. 424, 440 (1983)

("successful" Respondents were those who had won their claim). Here, Solo's successful claim was his demonstration of the Empire's negligence and the jury's agreement. R. at 15a.

A harm-inducing action eligible for secondary liability under § 50915 must be "*an activity carried out under the license* issued . . . for death, bodily injury, or property damage or loss resulting from *an activity carried out under the license*." § 50915(a)(1) (emphasis added). A plain reading would look to activities the party is licensed to engage in. The very first section of the CSLAA describes the private sector's "capability of developing and providing private launching, reentry, and associated services, . . . space transportation, . . . and the providing of support services," which details the capabilities of the very parties that would become licensees under the Act. *See* § 50901(a). Evidently, throughout the Act, the primary activities of licensees are: (1) launching, (2) reentering, (3) supporting launching and reentering, and (4) space transportation. *See id.* Here, the Empire's licensee permitted it to "launch supplies into low Earth orbit and to construct the Death Star." R. at 3a. the Empire was supporting the Death Star via ongoing construction while it orbited. *Id.* Having launched the Death Star into orbit and "provid[ed] . . . support services" via the web crawlers continuing construction, the Empire was acting within the scope of its license when its negligence caused an explosion on May 25. R. at 13a.

The final component of § 50915(a)(1) is the restriction that "claims may be paid under this section only to the extent the total amount of successful claims related to one launch or entry." While the United States will urge this Court to hold that only

claims related to launches or entries invoke secondary liability, that interpretation must fail because it ignores the critical word "one," and because the text describing numerical monetary limits that follows. *See* § 50915(a)(1). A plain language interpretation of this phrase is one that instructs plaintiffs to aggregate their claims under the "one" event—which would necessarily include launching or entering as items cannot merely appear in orbit—that caused harm and use that sum to determine whether the United States' secondary liability kicks in. *See id.*

Here, § 50915(a)(1) limits Solo to requesting payment from the United States only if the sum of all his claims resulting from the "one" explosion of the Death Star is greater than the Empire's insurance but less than $1.5 billion, adjusted for inflation after 1989. *See id.* This Court does not need to rely only on plain language; it can take a holistic view of Chapter 509 and see that Congress describes the activities of licensees to include supporting launching, entering, and transportation. *See generally* §§ 50901–02, 50915. Lastly, it would be nonsensical for Congress to begin § 50915 by permitting secondary liability for claims "resulting from an activity" only to then limit such activities to "launch or reentry" sentences later. Instead, a better reading of the section views the latter language to shape how plaintiffs must organize their request for the United States' secondary liability to become effective.

Solo's successful claim before the jury is a "successful claim" from § 50915. The activity carried out by the Empire was its negligence related to ongoing support for the Death Star as it orbited Earth. The United States' secondary liability is effectuated by Respondent's aggregation of damages relating to the "one" explosion,

and it exceeds the Empire's insurance but remains below the $3.77 inflation-adjusted sum. That means the United States must pay the rest of Solo's damages. This textualist understanding of the statute supports Congress's explicit mandate that the government subsidize insurance payouts for a licensee's torts.

2. *The Empire's acts, although negligent, do not rise to the level of willful misconduct that would permit the United States to be absolved of its payment obligations.*

The Empire's conduct was not so egregious to preclude secondary liability. § 50915(a)(2) is clear: A licensee's "willful misconduct" bars the Secretary of Transportation from paying damages. § 50915(a)(2). CSLAA does not define willful misconduct, but "this Court has drawn a constitutional distinction between negligent and intentional misconduct." *Fla. Prepaid Postsecondary Educ. Expense Bd. v. Coll. Sav. Bank*, 527 U.S. 627, 653 (1999). Willful misconduct is "a determination with a bad intent," and indicates knowledge of the harm and a defendant's intention in bringing it about. *See Felton v. United States,* 96 U. S. 699, 96 U. S. 702 (1878). The Second Restatement of Torts does not describe willful misconduct, but its definition of negligence is instructive because it explicitly "excludes conduct which creates liability because of the actor's intention." RESTATEMENT (SECOND) OF TORTS § 282(d). Instead, negligence can be "an act or an omission to act when there is a duty to do so." *Id.*

The exception of the United States' secondary liability when the licensee's act willful misconduct is somewhat typical, even across different areas of law and statutory obligations. *See, e.g.*, *Myore v. Nicholson*, 489 F.3d 1207, 1211–12 (Fed. Cir. 2007) (explaining that 38 U.S.C. § 1310(a) bars a veteran's disability claim if that

disability was the result of a veteran's willful misconduct—here, playing Russian roulette); *Bradfield v. Trans World Airlines, Inc.*, 88 Cal. App. 3d 681 (1st Dist. 1979) (holding that the air carrier can absolve itself of liability under the Warsaw Convention if the carrier can prove the "claimant willfully caused injury"). Willful misconduct as a bar for recovery is sensical: Plaintiffs should not be permitted to act maliciously to invoke a defendant's liability.

For example, in bankruptcy code, a "willful and malicious injury" removes bankruptcy protections from the debtor. *See* 11 U.S.C. § 523(a)(6). In effect, the debtor is punished for maliciously injuring another and cannot absolve himself of the monetary penalties that result. *See id.* In *Kawaauhau v. Geiger*, this Court held that "only acts done with the actual intent to cause injury" fall within the statutory understanding of a "willful injury." *See* 523 U.S. 57, 61–62 (1998). Citing the Second Restatement of Torts, Justice Ginsburg noted that "willful" is much closer to the definition of an intentional tort, not an unintentional one like negligence. *See id.*

The Empire knew that its thermal exhaust port was vulnerable. R. at 13a. Instead of fixing that crucial error, the Empire ignored it, costing Solo his ship. R. at 13a. This plainly meets negligence standard under the Restatement: the Empire's failure to fix the vulnerability was an omission. R. at 13a; RESTATEMENT (SECOND) OF TORTS § 282(d). But that does not render the Empire's misconduct willful. Willful misconduct would require the Empire to *intend* the design flaw. *See* 523 U.S. at 61–62. That is unlikely in this case because the Empire's negligence also caused its own craft to be destroyed. Such a result could not have been intended—surely not by its

own maker. Instead, the result indicates just how large of an oversight the Empire made when it delayed fixing thermal exhaust port. That delay is classic negligence, not willful misconduct, making the United States liable for whatever the Empire's insurance does not cover under § 50915.

3. *The United States' international obligations of ensuring safety and taking responsibility for the actions of its citizens in space is reflected in the CSLAA and should be reflected in judicial analyses.*

Congress explicitly referenced the government's obligations under treaties when it wrote § 50901(a)(1) and those treaties bind the United States to liability for the actions of its citizens. Treaties do not mandate any specific holding from this Court but can assist its interpretation of the CSLAA. *See Hopson v. Kreps*, 622 F.2d 1375, 1380 (9th Cir. 1980) ("The treaty has no independent significance in resolving such issues but is relevant insofar as it may aid in the proper construction of the statute."). Using treaties would also conform to Congress's explicit instruction from the statute. *See* § 50919(e). CSLAA's relationship to international obligations is managed by the Secretary of Transportation, who must "carry out [the CSLAA] consistent with an obligation the United States Government assumes in a treaty, convention, or agreement in force." *Id.* There are three relevant treaties and conventions—Outer Space Treaty, Liability Convention, and Registration Convention—that establish the United States' responsibilities to the international community.

The Outer Space Treaty, signed by the United States President on January 27, 1967, expressed ideals of friendly cooperation and common interest ensuring space as a neutral area of exploration. *See* 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, 610 U.N.T.S. 205 ("Desiring to contribute to broad international co-operation in the scientific as well as the legal aspects of the exploration and use of outer space for peaceful purposes . . . .") [hereinafter *Outer Space Treaty*]. Each signatory country agreed not to place any weapons in orbit or test weapons in space, and instead, to facilitate the freedom of exploration for scientific purposes. *See id.* Of tremendous importance to the facts of this case is Article VI, which makes countries responsible for activities undertaken by its nationals. *See id.* (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."). The country launching objects into space retains jurisdiction over the subject and liability for any damage. *See Outer Space Treaty* art. VII-VIII.

The Liability Convention, signed on May 18, 1973, acknowledges the high cost of space exploration and sets forth "procedures concerning liability for damage caused by space objects and to ensure, in particular, the prompt payment . . . ." Convention on International Liability for Damage Caused by Space Objects, Mar. 29, 1972, 24 U.S.T. 2389, 861 U.N.T.S. 187 [hereinafter *Liability Convention*]. The Convention sets forth, with great detail, a country's liability for its own damage, or damage caused by its private citizens to other signatories. *See Liability Convention*, art. III ("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.") (emphasis added).

The Registration Convention maintained the same theme from both the Outer Space Treaty and Liability Convention in its recognition of each country's "responsibility for their national activities in outer space." Registration of Objects Launched into Outer Space, Jan. 14, 1975, art. I, 28 U.S.T. 695, 1023 U.N.T.S. 15 [hereinafter *Registration Convention*]. This Convention, signed in 1976, is quite simple in its mandate that signatories register objects it launches "into earth orbit or beyond" and notify the Secretary-General accordingly. *See id.*

The *Hopson* court and CSLAA § 50915(e) encourage an application of these treaties and convention to the facts at hand. *See* 622 F.2d at 1380. The United States has agreed, under the Outer Space Treaty, not to place weapons into Earth's orbit, 18 U.S.T. 2410, yet it licensed a company whose explicit objective was to operate a superlaser to "fire[] at, and thereby destroy" objects in space. R. at 8a. Additionally, the Empire is considered a national under Article VI, and the United States bears responsibility for it. *See Outer Space Treaty*. This mirrors section 50902(1)(B), which defines "citizen" as an entity organized and existing under United States laws; here, the Empire. When the Empire launched its Death Star, it was the United States' responsibility to maintain track and register it under the Registration Convention, implicating its responsibility. *See Registration Convention*, art. II. The liability that followed the Death Star's explosion is hinted at in the Registration Convention, which looks at the launching state. *See id.*, art. I. The liability for the damage caused by the

Death Star, under the Liability Convention, explicitly begins with the United States as the "launching State." *See Liability Convention*, art. III.

The United States bound itself via treaties to ensure safety in space travel, and Congress affirmed those international commitments within the CSLAA. Therefore, an appropriate reading of the CLSA implicates the government's role in making Solo whole, as he was the victim of a licensee's negligence.

CONCLUSION

For the foregoing reasons, Han Solo respectfully requests that this Court affirm the district court's findings that Appellants have failed to meet their burden of demonstrating that venue was improper to support their motion to dismiss. Solo further requests that the CSLAA only required him to demonstrate that the Empire's negligent design was a but-for cause of his injuries.

APPENDIX A

STATUTORY PROVISIONS

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

(a) **Applicability of section.** Except as otherwise provided by law—
  (1) this section shall govern the venue of all civil actions brought in district courts of the United States; and
  (2) the proper venue for a civil action shall be determined without regard to whether the action is local or transitory in nature.

(b) **Venue in general.** A civil action may be brought in—
  (1) a judicial district in which any defendant resides, if all defendants are residents of the State in which the district is located;
  (2) a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated; or
  (3) if there is no district in which an action may otherwise be brought as provided in this section, any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action.

51 U.S.C. § 50901 provides, in pertinent part:

(a) **Findings.** Congress finds that—
  (1) the peaceful uses of outer space continue to be of great value and to offer benefits to all mankind.

51 U.S.C. § 50902 provides, in pertinent part, that:

(1) "citizen of the United States" means—
  (A) an individual who is a citizen of the United States;
  (B) an entity organized or existing under the laws of the United States or a State; or
  (C) an entity organized or existing under the laws of a foreign country if the controlling interest (as defined by the Secretary of Transportation) is held by an individual or entity described in subclause (A) or (B) of this clause.

51 U.S.C. § 50914 provides, in pertinent part:

(a) **General Requirements.**
  (1) When a launch or reentry license is issued or transferred under this chapter, the licensee or transferee shall obtain liability insurance or demonstrate financial responsibility in amounts to compensate for the maximum probable loss from claims by—

(A) a third party for death, bodily injury, or property damage or loss resulting from an activity carried out under the license; and

(B) the United States Government against a person for damage or loss to Government property resulting from an activity carried out under the license.

(g) **Federal jurisdiction.** Any claim by a third party or space flight participant for death, bodily injury, or property damage or loss resulting from an activity carried out under the license shall be the exclusive jurisdiction of the Federal courts.

51 U.S.C. § 50915 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 entry—

(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.

APPENDIX B

FEDERAL RULES OF CIVIL PROCEDURE

Rule 12. Defenses and Objections: When and How Presented; Motion for Judgment on the Pleadings; Consolidating Motions; Waiving Defenses; Pretrial Hearing

(b) **How to Present Defenses.** Every defense to a claim for relief in any pleading must be asserted in the responsive pleading 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.

A motion asserting any of these defenses must be made before pleading if a responsive pleading is allowed. If a pleading sets out a claim for relief that does not require a responsive pleading, an opposing party may assert at trial any defense to that claim. No defense or objection is waived by joining it with one or more other defenses or objections in a responsive pleading or in a motion.

(d) **Result of Presenting Matters Outside the Pleadings.** If, on a motion under Rule 12(b)(6) or 12(c), matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that is pertinent to the motion.