No. 22-cv-1138

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 Supreme Court of the United States

RESPONDENT'S BRIEF ON THE MERITS

Team #93
Counsel for Respondent

QUESTIONS PRESENTED

1. Whether venue is proper in the District of Alderaan when the transactional venue provision incorporates events that occur above a judicial district in low Earth orbit, and the Empire presented no evidence to overcome Solo's chosen venue?
2. Whether there is legally sufficient evidence to support the jury verdict as to causation when Solo's injuries were a foreseeable consequence of the Empire's negligent design of the Death Star that would not have occurred but for the design defect?

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Neither the Sixteenth Circuit Court's decision nor the district court's decision is reported. Each are available at No. 22-cv-1138 and D.C. No. 19-cv-4221(TK), respectively.

STATEMENT OF JURISDICTION

The Sixteenth Circuit Court entered judgment on May 4, 2023. R. at 1a. This Court granted the Petitioners' petition for a writ of certiorari. R. at 1a. This Court's jurisdiction is therefore invoked under 28 U.S.C. § 1254.

RELEVANT TREATIES AND STATUTORY PROVISIONS

Solo based his venue claim on the transactional venue provision located within the general venue statute found in 28 U.S.C. § 1391(b):

> **(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.

The Commercial Space Launch Activities Act, Liability Convention, and Outer Space Treaty are all pertinent to the issue of whether Solo was required to prove legal causation as an essential element of his claim. The relevant portions of each are reprinted in the Appendix below.

INTRODUCTION

Galactic Empire, Inc. ("Empire") believes it possesses omnipotent authority to decide both the fate of this planet and the fate of this case. It does not. As the plaintiff, Solo—not the Empire—had the power to choose which court of proper venue to file his lawsuit in, and he chose the District of Alderaan. The Empire likewise lacks the power to circumvent Solo's constitutional right to a jury trial by overturning a jury verdict based on legally sufficient evidence. This Court should therefore affirm the Sixteenth Circuit Court's decision.

STATEMENT OF THE CASE

I. Factual Statement

A. The Death Star

According to NASA scientists, meteoroids will not enter Earth's atmosphere for the next one thousand years. R. at 67a. Nevertheless, the Empire, an American company headquartered in California, began developing a "planetary defense system." R. at 7a. Although the Empire named this system "DS-1," it was widely referred to as the "Death Star." R. at 7a; 59a. The Empire designed the Death Star to be a large, spherical space station that would orbit the Earth and fire a superlaser at approaching meteoroids to destroy them before they could enter Earth's atmosphere. R. at 7a–8a.

B. The Public's Outrage

When the Empire announced its plan to build the Death Star, protests erupted around the world. R. at 59a. The Death Star was dubbed a "weapon of mass

destruction." R. at 59a. People feared the chaos that would result if the Death Star were to de-orbit and collide with Earth or if the meteoroid fragments it created were to fall into Earth's atmosphere. R. at 60a. Foreign nations were alarmed by its potential for weaponization, calling into question the United States' promise of peaceful intentions and declaring the Death Star to violate the Outer Space Treaty. R. at 59a–60a.

C. Construction Begins

Despite the public's negative reaction, the Empire moved forward with the creation of the Death Star. R. at 8a. The Death Star was too large to build on Earth, so the Empire decided to launch the necessary materials for construction into low Earth orbit. R. at 8a; 13a.

This triggered the Empire's obligations under the Commercial Space Launch Activities Act ("CSLAA"), which requires an entity to satisfy two requirements before it can launch anything into outer space. 51 U.S.C. §§ 50904(a); 50914(a)(1). First, an entity must obtain a license from the United States government. *Id.* § 50904(a). Second, it must obtain liability insurance to cover any injuries attributable to licensed activities. *Id.* § 50914(a)(1).

After the Empire obtained the necessary liability insurance and license from the United States government, it launched the construction materials for the Death Star from California into low Earth orbit. R. at 8a; 11a; 13a. There, robotic spiders began to build the Death Star. R. at 8a.

D. The Design Defect

When the Death Star was approximately fifty percent complete, the Empire discovered a significant design defect: The Death Star would explode if a proton torpedo hit the Death Star's two-meter-wide thermal exhaust port. R. at 13a. Although the Empire attempted to keep news of the Death Star's design defect private, the Alianza Rebelde S.A. ("Alianza"), a Guatemalan based entity opposed to the Death Star, learned of this weakness. R. at 13a.

E. The Attack and its Fallout

When the Alianza discovered the Death Star's fatal design flaw, it dispatched its best pilot, Luke Skywalker, to strike the vulnerable thermal exhaust port and take the Death Star down. R. at 13a. Skywalker did just that. R. at 13a. On May 25, 2017, he successfully hit the Death Star's thermal exhaust port with a proton torpedo, causing the Death Star to explode. R. at 13a.

The explosion sent shrapnel flying in all directions. R. at 13a. Some of the fragments collided with satellites orbiting Earth, some fell onto the U.S. State of Alderaan, and others crashed into Han Solo's $18.2 billion dollar starship, the Millennium Falcon ("Falcon"). R. at 3a; 13a.

II. Procedural Statement

A. The Lawsuit

Solo sued four parties in the United States District Court for the District of Alderaan for his personal injuries and property damages. R. at 14a. He sued Skywalker, Alianza, and the Empire for negligence. R. at 5a; 15a. He also sued

Alianza and the Republic of Guatemala for conspiracy and respondeat superior liability. R. at 5a–6a; 15a.

The United States intervened under the CSLAA to aid in the Empire's defense. R. at 12a. The CSLAA imposes derivative liability onto the United States to pay a "successful claim" brought by a third party against a licensee for injuries attributable to licensed activities. 51 U.S.C. § 50915(a)(1). This obligation is only triggered if the United States is both notified of the claim and afforded an opportunity to assist in the defense of the claim. *Id.* § 50915(b)(1)–(2). It is undisputed that the United States was given the proper notification and opportunity to participate in this lawsuit, which it took advantage of when it intervened. R. at 12a.

B. The 12(b)(3) Motion and Evidentiary Hearing

The Empire filed a Rule 12(b)(3) motion challenging venue in the District of Alderaan as improper. R. at 15a. The Empire argued that venue is only proper in California. R. at 26a. No other defendants joined in the Empire's motion. R. at 15a; 26a. The district court then held an evidentiary hearing to rule on the Empire's 12(b)(3) motion. R. at 20a.

At the hearing, Solo offered three pieces of evidence to prove that venue is proper in Alderaan. R. at 20a–21a. First, Solo offered the expert testimony of Wedge Antilles to prove that the Death Star, Skywalker, and the Falcon were all located directly above Alderaan in low Earth orbit when the explosion and resulting injuries occurred. R. at 20a–21a. The district court excluded the expert's opinion as

unreliable. R. at 21a. Second, Solo testified that, at the time of the collision, the Falcon's navigational computer confirmed that the Falcon was directly above Alderaan. R. at 21a. The district court also excluded this piece of evidence, holding that Solo's testimony was hearsay. R. at 21a. Finally, Solo offered the data from the Falcon's navigational system itself. R. at 21a. Again, the district court excluded Solo's evidence, finding that the data merely raised equal inferences as to where the Falcon was when the explosion occurred. R. at 21a.

The district court held, however, that it was the Empire's burden to produce evidence to rebut Solo's venue claim. R. at 22a. The Empire failed to meet its burden because it offered no evidence. R. at 21a–22a. The district court therefore held that venue is proper in the District of Alderaan under 28 U.S.C. § 1391(b)(2) and denied the Empire's 12(b)(3) motion to dismiss for improper venue. R. at 22a.

C. The Remaining Parties to the Lawsuit

Before trial, the Republic of Guatemala, Skywalker, and Alianza were all dropped from the lawsuit either through dismissal or settlement. R. at 6a; 15a. The only parties remaining at trial were Solo as the plaintiff, the Empire as the defendant, and the United States as intervenor-defendant. R. at 15a. These are also the only parties to this appeal. R. at 4a.

D. The Trial

At trial, the jury was asked to determine and apportion negligence between the Empire and Skywalker. R. at 15a. There was a dispute, however, between the parties as to the question of causation. R. at 35a. Specifically, the parties disputed

whether Solo had to prove both legal causation and cause in fact. R. at 35a. The district court held that Solo only needed to prove cause in fact. R. at 35a. But at the Empire and United States' request, the district court agreed to include the question of legal causation on the jury charge. R. at 35a.

Regardless, the jury returned a verdict for Solo, finding that both the Empire and Skywalker were fifty percent responsible for Solo's injuries. R. at 15a. The total judgment entered against the Empire was $2.7 billion. R. at 15a. The district court also included language in the judgment noting that the United States' share of the damages was $2.2 billion. R. at 16a.

The jury also answered "yes" to the question of legal causation. R. at 41a. Because the district court held that the jury only needed to find cause in fact, the district court disregarded the affirmative legal causation answer as immaterial. R. at 41a.

The Empire and the United States then made a renewed motion for judgment as a matter of law attacking the issue of causation. R. at 35a. The district court denied their motion. R. at 35a.

E. The Appeal

The Empire appealed the district court's denial of both the 12(b)(3) motion and the renewed motion for judgment as a matter of law. R. at 17a; 35a. The United States joined in the appeal only as to the district court's denial of the renewed motion for judgment as a matter of law. R. at 35a. The United States Court of

Appeals for the Sixteenth Circuit ruled in favor of Solo, affirming the district court's denial of both motions. R. at 34a; 52a.

STANDARDS OF REVIEW

I. De Novo

This Court reviews pure questions of law, like questions of statutory interpretation, de novo. *United States v. Patrick*, 152 F.4th 1089, 1093 (9th Cir. 2025). The district court's venue ruling is therefore reviewed de novo because it turns upon the statutory interpretation of 28 U.S.C. § 1391(b)(2) and the proper allocation of the burden of proof under Federal Rule of Civil Procedure 12(b)(3). Similarly, the district court's statutory interpretation of the CSLAA is reviewed de novo. *See id.*

II. Abuse of Discretion

Evidentiary rulings are a matter of court discretion. *Gen. Elec. Co. v. Joiner*, 522 U.S. 136, 141 (1997). Thus, the district court's decision to exclude the evidence Solo presented at the 12(b)(3) hearing is reviewed under an abuse-of-discretion-standard. *Id.* A district court abuses its discretion when its ruling is "manifestly erroneous." *Id.* at 142 (quoting *Spring Co. v. Edgar*, 99 U.S. 645, 658 (1878)).

III. Legal Sufficiency

This Court reviews a jury's factual findings under a legal sufficiency standard. *See Kim v. Am. Honda Motor Co.*, 86 F.4th 150, 159 (5th Cir. 2023). Under this standard, the evidence must be viewed in the light most favorable to the verdict and all factual inferences must be drawn in its favor. *Id.*

SUMMARY OF THE ARGUMENT

I. The 12(b)(3) Motion Fails

Solo exercised his venue privilege when he filed his lawsuit in the District of Alderaan. Solo correctly relied on the transactional venue provision as the basis for his venue assertion. Although Congress has not yet passed a statute addressing venue for space torts, it has passed a statute granting federal courts exclusive jurisdiction over these cases. It is therefore appropriate to turn to the transactional venue provision to determine whether the District of Alderaan has proper venue over Solo's claim. It does.

The correct interpretation of the transactional venue provision is that it encompasses events that occur above a judicial district, not just those that occur on the physical ground. First, this interpretation avoids creating an impermissible venue gap that would render Congress's grant of exclusive jurisdiction to federal courts over space torts meaningless. Second, venue is purely a question of geographical location, and events that occur directly above a judicial district can be pinpointed back to a specific location within that district. The District of Alderaan therefore has proper venue over Solo's claim because the explosion and resulting injuries that gave rise to his claim occurred in low Earth orbit directly above Alderaan.

The Empire's 12(b)(3) motion to dismiss for improper venue is insufficient to override Solo's chosen venue. Although courts are split on whether the burden of proof should stay with the plaintiff or shift to the defendant when the defendant

raises an improper venue challenge, the Empire's motion falls short under both approaches.

Venue is an affirmative defense that shifts the burden of proof from the plaintiff to the defendant. The defendant should therefore bear the burden of proof in an evidentiary hearing on a 12(b)(3) motion to dismiss for improper venue. The Empire, however, presented no evidence to support its improper venue challenge. Thus, the Empire's motion fails under the burden-shifting approach.

The Empire's motion also fails under the burden-staying approach. Solo presented admissible evidence that the district court should have admitted. By doing so, Solo met the burden of production. He also met the burden of persuasion because the Empire presented no contrary evidence. Thus, Solo's burden of persuasion was deemed met. Solo therefore met the burden of proof under the burden-staying approach.

Because the Empire's 12(b)(3) motion to dismiss for improper venue falls short under both approaches, Solo's chosen venue must not be disturbed. This Court should affirm the Sixteenth Circuit and uphold the district court's denial of the Empire's 12(b)(3) motion.

II. The Renewed Motion for Judgment as a Matter of Law Fails

The jury properly concluded that Solo proved causation. Because the jury verdict is based on legally sufficient evidence, it must not be overturned.

As a threshold matter, the CSLAA applies to injuries that arise from any licensed activity, not just those that arise directly because of a launch or reentry. By

using the broad term "activity," the plain language of the statute makes this fact clear. The purpose of the CSLAA also supports this conclusion. The CSLAA was enacted to effectuate the United States' international obligations, so it must be read in conjunction with the Liability Convention and Outer Space Treaty. These two treaties contemplate a broad liability scheme for the United States' outer space related activities. It follows that Congress intended the CSLAA to apply to injuries that relate to any licensed activity. The CSLAA therefore applies to Solo's claim because it arose from the Empire's construction of the Death Star, which is a licensed activity.

Through the CSLAA, Congress also eliminated the legal causation requirement that generally exists under state law. Congress chose to impose liability for claims that "result from" licensed activity. This Court has held that the phrase "results from" only contemplates cause in fact. That the United States is only liable for "successful claims" does not somehow loop legal causation back into the fold. Again, Congress intended to create a broad liability scheme, and imposing an additional requirement to prove legal causation would undercut that purpose. Even if the term "successful claim" did encompass the state-law requirement of legal causation, that requirement is preempted because it conflicts with the purpose of the CSLAA.

Solo is therefore only required to prove cause in fact, which he did. The design defect was a substantial factor in causing Solo's injuries, which would not

have occurred but for the defect. Thus, the Empire's negligent design was a cause in fact of Solo's injuries.

Although the jury was not required to find legal causation, it still did. A reasonable jury could have found—and indeed did find—that the Empire's negligent design of the Death Star was a legal cause of Solo's injuries and that Skywalker's attack did not break the chain of causation. The Empire knew that the Death Star's design defect could result in its explosion. And when a 120-kilometer-wide space station explodes, it is foreseeable that it will cause damage to anything in its vicinity. Solo's injuries were therefore a foreseeable consequence of the Empire's negligent design. That Skywalker's attack triggered the explosion does not relieve the Empire and United States of liability because it was not a superseding cause. The Empire knew that the Death Star was highly controversial and vulnerable to attack because of its design defect. When an attack did then occur, it was not a superseding cause because it was foreseeable. Thus, the chain of causation remained unbroken.

The Empire and United States' renewed motion for judgment as a matter of law therefore fails even if legal causation is an element of Solo's claim. This Court should affirm the Sixteenth Circuit and uphold the district court's denial of the renewed motion for judgment as a matter of law.

ARGUMENT

I. Solo's chosen venue must not be disturbed because venue is proper in the District of Alderaan under the transactional venue provision.

A plaintiff's chosen venue is afforded great deference—so much so that this Court has held it rises to the level of a "venue privilege." *Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49, 63 (2013). In the context of an improper venue challenge, a plaintiff's venue privilege can be overcome only if venue is improper in the plaintiff's chosen forum. *See id.* at 56 (discussing the proper remedy if venue is improper).

Venue is proper if it "falls within one of the three categories" set out in the general venue statute. *Id.* These categories are often referred to as the residential, transactional, and fallback venue provisions. *Preston v. Bonn*, Case No. 24-cv-11253, 2024 WL 2835159, at *1 n.2 (E.D. Mich. June 4, 2024). A district court has residential venue when at least one defendant resides in the judicial district, and all defendants reside in the state the judicial district is located within. 28 U.S.C. § 1391(b)(1). Transactional venue is proper when a substantial part of the events giving rise to the claim occurred within the judicial district. *Id.* (b)(2). Finally, a district court has fallback venue when at least one defendant is subject to the court's personal jurisdiction and there is no district court where residential or transactional venue is proper. *Id.* (b)(3).

Venue may be proper in multiple judicial districts. *Ritchie Cap. Mgmt., L.L.C. v. JP Morgan Chase & Co.*, 960 F.3d 1037, 1052 n.4 (8th Cir. 2020). For example, the transactional venue provision focuses on which judicial districts have a

substantial connection to the plaintiff's claim, not which judicial district has the *best* connection to the plaintiff's claim. *Bullock v. Washington Metro. Area Transit Auth.*, 943 F. Supp. 2d 52, 57 (D.D.C. 2013). Thus, there may be multiple judicial districts with courts of proper venue under the transactional venue provision. *Daniel v. Am. Bd. of Emergency Med.*, 428 F.3d 408, 432 (2d Cir. 2005). When venue is proper in multiple judicial districts, the plaintiff has the privilege of choosing which of these judicial districts to file its lawsuit in. *See Atl. Marine Constr. Co.*, 571 U.S. at 63.

Here, Solo exercised his venue privilege when he chose to file his lawsuit in the District of Alderaan. He rested his venue assertion on the transactional venue provision, because a substantial part of the events giving rise to Solo's claim occurred within the District of Alderaan. R. at 18a.

The District of Alderaan is a court of proper venue for two reasons. First, the correct interpretation of the transactional venue provision incorporates events that occur above a judicial district. The transactional venue provision therefore applies here because the explosion and resulting injuries that gave rise to Solo's claim occurred in low Earth orbit directly above Alderaan. Second, the Empire's 12(b)(3) motion for improper venue falls short under both approaches to allocating the burden of proof in an evidentiary hearing on a 12(b)(3) motion. This Court should therefore affirm the Sixteenth Circuit and uphold the denial of the Empire's 12(b)(3) motion.

A. The transactional venue provision encompasses events that occur above a judicial district.

Before turning to the Empire's 12(b)(3) motion to dismiss for improper venue, the threshold question of whether the transactional venue provision applies to events that occur above a judicial district must be decided. Answering this question requires acknowledging both the role of the judiciary and the distinction between jurisdiction and venue.

i. In the absence of a statute addressing venue for space torts, this Court must interpret current law to fill in the gap.

Separation of powers is the fundamental bedrock upon which this nation's government rests. *See United States v. Nixon*, 418 U.S. 683, 704–05 (1974) (discussing the checks and balances of the government). It is Congress's job to create the law. *Popovich v. Cuyahoga Cnty. Ct. of Common Pleas*, 276 F.3d 808, 814 (6th Cir. 2002). It is the Court's job to interpret the law. *Nixon*, 418 U.S. at 705. Thus, this Court must interpret the law as it is today to address proper venue in cases involving space torts.

This requires a brief discussion of the difference between jurisdiction and venue, which are independent legal concepts. *Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U.S. 165, 167–68 (1939). Jurisdiction is about whether a court has the authority to hear and decide a case. *Id.* at 167. Venue is about geography; it focuses on where a case should be heard. *Id.* at 168.

When Congress grants federal courts exclusive jurisdiction over a type of case, it is presumed that Congress also intends there to be at least one federal court

where those cases can be heard. *See Brunette Mach. Works, Ltd. v. Kockum Indus., Inc.*, 406 U.S. 706, 710 n.8 (1972) (discussing the preference to favor interpretations of statutes that avoid creating venue gaps). Indeed, it is illogical to conclude that Congress would grant federal courts the exclusive authority to decide a case while also precluding that case from ever being heard in a federal court. As this Court has said, "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." *Id.* To avoid such paradoxical situations, venue statutes should be construed to avoid creating venue gaps. *Id.*

Here, the district court has jurisdiction because Congress granted federal courts exclusive jurisdiction over space torts. 51 U.S.C. § 50914(g). By doing so, Congress granted federal courts the authority to hear those types of cases. *Neirbo Co.*, 308 U.S. at 167. Congress did not, however, address venue. In other words, Congress did not specify *where* cases involving space torts can be heard.

It is therefore appropriate to turn, as the parties did here, to the general venue statute to address this question. *See* 28 U.S.C. § 1391(a) ("Except as otherwise provided by law [] this section shall govern the venue of all civil actions brought in district courts of the United States[] . . . ."). This question should be resolved in a manner that avoids creating a venue gap. *See Brunette Mach. Works, Ltd.*, 406 U.S. at 710 n.8.

ii. The transactional venue provision is correctly interpreted to account for space torts.

The correct interpretation of the transactional venue provision is that it incorporates events that occur in low Earth orbit directly above a judicial district. Courts have interpreted other venue statutes to extend to the navigable airspace above a judicial district. *United States v. Barnard*, 490 F.2d 907, 911 (9th Cir. 1974). The Ninth Circuit in *Barnard* considered whether venue was proper in the Southern District of California when the defendant's criminal conduct occurred while in an airplane. *Id.* at 909–10. The court answered yes. *Id.* at 910. In *Barnard*, the court analyzed a criminal venue statute located in 18 U.S.C. § 3237. *Id.* at 911. This statute vests venue "*in* any district" in which a criminal offense occurred. 18 U.S.C. § 3237(a) (emphasis added). The Ninth Circuit concluded that the word "in" includes criminal offenses that transpire in the airspace above the judicial district. *Barnard*, 490 F.2d at 911. The court therefore acknowledged that "the navigable airspace above [a] district is part of the district." *Id.* That same principle should extend to the transactional venue provision to include events that occur in low Earth orbit.

Whether the events that give rise to a claim occur on the ground in a judicial district or in the airspace directly above is irrelevant to the venue analysis. *See id.* (noting that the venue analysis would not change if defendant's actions had been carried out "on foot or on horseback" instead of "by flying across" the judicial district). Again, venue is purely a question of geographical location. *Neirbo Co.*, 308 U.S. at 168. And in both situations, the events can be traced back to a geographical

location within the judicial district using technology. For example, airplanes have navigational systems that confirm the precise coordinates of the geographical location that the airplane is over at any given time. *See Beattie v. United States*, 690 F. Supp. 1068, 1083 (D.D.C. 1988) (discussing the aircraft's "present position" function that provides the aircraft's "geographical position"). The same is true for spacecraft. Technology in the spacecraft, like the technology in an airplane, can pinpoint the geographical location of the spacecraft at any given moment. Catherine G. Manning, *GPS*, NASA, https://www.nasa.gov/directorates/somd/space-communications-navigation-program/gps/#:~:text=and%20science%20applications.-,Space%20Communications,positioning%20source%20becomes%20more%20widespread (Sept. 23, 2025). In other words, the technology in the spacecraft can reveal which judicial district, if any, the spacecraft is above when it is in low Earth orbit. *See id.* (discussing the ability of spacecraft in low Earth orbit to use GPS to determine their geographical location). Because the location of a spacecraft can be traced back to a geographical location within the judicial district that it is above, it is within the judicial district for the purposes of the transactional venue provision.

That low Earth orbit is further removed than navigable airspace from the physical ground of the judicial district does not alter this conclusion. The sole legal difference between navigable airspace and outer space is authority, and that is unrelated to the venue analysis. *See Myers v. Am. Dental Ass'n, V.I.*, 695 F.2d 716, 724 (3d Cir. 1983) (noting that venue does not focus on "whether the court has authority to hear the case but simply where the case may be tried").

Thus, the correct interpretation of the transactional venue provision is that it covers events that occur directly above a judicial district in low Earth orbit. To hold otherwise would create an impermissible venue gap for space torts. This would render Congress's grant of exclusive jurisdiction to federal courts over space torts moot. Until Congress passes a statute addressing venue for space torts, this Court must interpret the law as it is today to stand in the gap. *See Popovich*, 276 F.3d at 814.

B. The Empire's improper venue challenge falls short under both burden of proof allocation approaches to an evidentiary hearing on a 12(b)(3) motion to dismiss.

A defendant that seeks to disturb the plaintiff's chosen venue has two options: It can raise a convenience challenge or an improper venue challenge. *See Douglas v. Chariots for Hire*, 918 F. Supp. 2d 24, 27–28 (D.D.C. Jan. 24, 2013) (discussing the legal standards surrounding both convenience and improper venue challenges). In a convenience challenge, a court of proper venue considers whether, in the interest of justice, it should transfer the case to another court of proper venue. *Id.* at 28. In an improper venue challenge, the court merely analyzes whether it is a court of proper venue. *See Atl. Marine Constr. Co.*, 571 U.S. at 56 (discussing the analysis a court must follow when an improper venue challenge is brought). If it is, then the plaintiff's choice cannot be disturbed even if venue is both proper and more convenient elsewhere. *See id.*

Here, the Empire made an improper venue challenge through its 12(b)(3) motion to dismiss. R. at 15a. Thus, if venue is proper in the District of Alderaan,

then Solo's chosen venue cannot be disturbed, regardless of whether venue is also proper in another judicial district.

This raises an important question about the proper allocation of the burden of proof in an evidentiary hearing on a 12(b)(3) motion. Courts disagree on whether the plaintiff or the defendant should bear the burden of proof in that situation. *See Brigdon v. Slater*, 100 F. Supp. 2d 1162, 1164 (W.D. Mo. 2000) (noting the circuit split). Most courts that have ruled on this issue have followed the burden-staying approach and held that the plaintiff bears the burden to prove that its chosen venue is proper. *See, e.g., Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 355 (2d Cir. 2005); *Cordis Corp. v. Cardiac Pacemakers*, 599 F.2d 1085, 1086 (1st Cir. 1979); *Piedmont Label Co. v. Sun Gardening Packing Co.*, 598 F.2d 491, 496 (9th Cir. 1979). Other courts have correctly followed the burden-shifting approach and held that the defendant bears the burden to prove that the plaintiff's chosen venue is improper. *See, e.g., Myers*, 695 F.2d at 724; *United States v. Orshek*, 164 F.2d 741, 742 (8th Cir. 1947). The Empire's improper venue challenge fails under either approach.

i. The Empire failed to meet its burden of proof under the burden-shifting approach to prove its affirmative defense of improper venue.

This Court should adopt the burden-shifting approach because improper venue is an affirmative defense. Accordingly, the burden of proof should shift from the plaintiff to the defendant when the defendant brings an improper venue challenge.

The burden of proof encompasses two components: the burden of production and the burden of persuasion. *El v. Se. Pa. Transp. Auth.*, 479 F.3d 232, 237 n.6 (3d

Cir. 2007). The burden of production is the burden to bring forth evidence to support one's claim. *Id.* The burden of persuasion is the burden to convince the factfinder that the allegations in the claim are true. *Id.* Generally, the plaintiff bears both the burden of production and the burden of persuasion. *Moore v. Kulicke & Soffa Indus., Inc.*, 318 F.3d 561, 566 (3d Cir. 2003).

These burdens may shift, however, depending on whether the defendant raises a standard defense or an affirmative defense. *Id.* If the defendant raises a standard defense, then only the burden of production shifts to the defendant. *Id.* In that case, the defendant must produce evidence to rebut the plaintiff's claim. *Id.* If the defendant raises an affirmative defense, then both the burden of production and the burden of persuasion shift to the defendant. *Id.* In other words, the defendant generally bears the burden of proof on any affirmative defense that it raises. *Id.*

Affirmative defenses have two distinct characteristics that distinguish them from standard defenses. First, affirmative defenses defeat the plaintiff's claim irrespective of the truth of the plaintiff's allegations. *Saks v. Franklin Covey Co.*, 316 F.3d 337, 350 (2d Cir. 2003). A standard defense, on the other hand, focuses on rebutting the truth of the plaintiff's allegations to prove that the plaintiff failed to meet its burden of proof as to an essential element of its claim. *Zivkovic v. S. Ca. Edison Co.*, 302 F.3d 1080, 1088 (9th Cir. 2002). Second, affirmative defenses are waived if not pled. Fed. R. Civ. P. 8(c); *Amgen Inc. v. Sandoz Inc.*, 877 F.3d 1315, 1324 (Fed. Cir. 2017).

A 12(b)(3) improper venue challenge satisfies both the characteristics of an affirmative defense—it defeats the plaintiff's claim irrespective of the truth of the plaintiff's allegations, and it is waived if not pled. *See Hohn v. United States*, 524 U.S. 236, 248 (1998) (discussing that dismissal is the proper remedy for a successful 12(b)(3) motion); Fed. R. Civ. P. 12(h). First, if a 12(b)(3) motion is granted, then the case is dismissed without considering the merits. *Hohn*, 524 U.S. at 248. Thus, a successful 12(b)(3) motion defeats the plaintiff's claim even if the plaintiff's factual allegations are true. *See id.* Second, a defendant who fails to timely plead an improper venue challenge waives that defense. Fed. R. Civ. P. 12(h). Specifically, a defendant waives its right to bring an improper venue challenge through a 12(b)(3) motion if it does not challenge improper venue in its first responsive pleading or pre-trial motion. *See id*; *Gonzalez-Plata v. Love-Geiger*, Case No.: 8:09-CV-1956-T-27EAJ, 2010 WL 11629104, at *2 (M.D. Fla. June 14, 2010). Because an improper venue challenge raised in a 12(b)(3) motion satisfies both characteristics, it is an affirmative defense. *Myers*, 695 F.2d at 724.

Moreover, the general rule that places the burden of proof for affirmative defenses on the defendant applies with equal force to improper venue challenges. This is because, unlike the affirmative defense of personal jurisdiction, venue does not raise the constitutional concerns that support creating an exception to the general rule. *See id.* at 724 n.10.

Courts that place the burden of proof on the plaintiff confuse the issues of jurisdiction and venue. *Id.* These courts mistakenly rely on the plaintiff's burden to

prove personal jurisdiction to support the conclusion that the plaintiff should also bear the burden to prove venue. *See, e.g., MB Fin. Bank, N.A. v. Walker*, 741 F. Supp. 2d 912, 915 (N.D. Ill. 2010) (noting that although personal jurisdiction is an affirmative defense, plaintiffs bear the burden of establishing personal jurisdiction). This logic fails to consider the differences between personal jurisdiction and venue that justify treating venue differently. Personal jurisdiction invokes constitutional concerns by raising a question about the court's adjudicatory authority. *Myers*, 695 F.2d at 724 n.10. Venue, on the other hand, is not a constitutional requirement but a statutory creation that is solely concerned with the practical, geographical limitations that should be imposed to protect defendants from unfairness and inconvenience. *Johnson Creative Arts, Inc. v. Wool Masters, Inc.*, 743 F.2d 947, 951 (1st Cir. 1984). Thus, while a defendant certainly does not bear the burden of proving the applicability of its constitutional protections with respect to personal jurisdiction, the same does not hold true for the statutory creation that is venue. *See Myers*, 695 F.2d at 724 n.10 (noting that venue should be treated differently than personal jurisdiction because it is unrelated to a court's adjudicatory authority). The general rule that defendants bear the burden of proof on affirmative defenses should therefore not be disturbed with respect to a 12(b)(3) improper venue challenge. Thus, this Court should adopt the burden-shifting approach.

Here, the Empire raised the affirmative defense of improper venue through its 12(b)(3) motion, which shifted the burden of proof to the Empire to prove that venue is improper in the District of Alderaan. R. at 15a. The Empire failed to meet

its burden because it presented no evidence to support its affirmative defense. R. at 21a. Thus, the district court correctly dismissed the Empire's 12(b)(3) motion under the burden-shifting approach. This Court should therefore affirm the Sixteenth Circuit.

ii. The Empire's improper venue challenge also fails under the burden-staying approach because Solo presented admissible evidence that the Empire did not rebut.

The Empire's 12(b)(3) motion also falls short under the burden-staying approach that incorrectly leaves the burden of proof on the plaintiff. Solo presented admissible evidence through the expert testimony of Wedge Antilles and the Falcon's computer data that the district court should have considered in its evidentiary hearing. By doing so, Solo met the burden of production to show that a substantial part of the events giving rise to his claim occurred within the District of Alderaan. Because the Empire presented no evidence, Solo also met the burden of persuasion. Thus, the Empire's venue challenge would have failed even if Solo bore the burden of proof.

1. Antilles' expert opinion is based on sufficient facts and data and therefore should have been admitted.

To be admissible, an expert's opinion must be both relevant and reliable. *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 589 (1993). An expert's opinion is reliable when it is based on sufficient facts or data. Fed. R. Evid. 702(b). Alleged "weaknesses in the factual basis of an expert's opinion" go to the weight of the evidence rather than its admissibility. *United States v. L.E. Cooke Co.*, 991 F.2d

336, 342 (6th Cir. 1993). Thus, exclusion of an expert's opinion is the exception, not the rule. *In re Scrap Metal Antitrust Litig.*, 527 F.3d 517, 530 (6th Cir. 2008).

The district court excluded Antilles' opinion because it mistakenly concluded that his opinion lacked a sufficient factual basis and was therefore unreliable. R. at 21a. Specifically, the district court rejected Antilles' opinion because he did not account for horizontal velocity in reaching his conclusion that all the relevant events giving rise to Solo's claim occurred directly above Alderaan. R. at 20a–21a.

This is a misapplication of the law that constitutes an abuse of discretion by the district court. That Antilles did not consider horizontal velocity in his conclusion bears on the weight that the factfinder may choose to give to his opinion, not on his opinion's admissibility. *See L.E. Cooke Co.*, 991 F.2d at 342 (holding that the expert's opinion should have been admitted because it did have a basis, even if it was an allegedly "weak" basis). Antilles reached his conclusion by examining news reports regarding where on Earth the fragments from the Death Star's explosion were found. R. at 21a. His opinion therefore has a factual basis. Although the district court may have found this basis to be questionable, that goes to the weight of Antilles' opinion rather than its admissibility. *L.E. Cooke Co.*, 991 F.2d at 342. Thus, the district court erred in excluding Antilles' expert opinion as unreliable.

2. The computer data does not give rise to equal inferences and therefore should have been admitted.

The equal inference rule applies when evidence gives rise to more than one inference, none of which is more likely than the other. *Pa. R. Co. v. Chamberlain*, 288 U.S. 333, 339 (1933). In that situation, the evidence is deemed legally

insufficient. *Id.* In other words, it amounts to no evidence at all. *Id.* But when other evidence can tip the scales in favor of one inference over another, then the evidence is legally sufficient and should be admitted. *See id.*

The district court excluded the computer data because it concluded that the data gave rise to equal inferences. R. at 21a. One inference was that the Falcon was above Ethiopia, as shown by the data. R. at 21a. The other inference was that the Falcon was above Alderaan, but the computer data showed otherwise because it was damaged by the fragments from the Death Star's explosion. R. at 21a.

Antilles' expert opinion that the district court incorrectly excluded supports the conclusion that the Falcon was above Alderaan when the explosion occurred. This tips the scales in favor of the inference that the computer data was faulty. There is no evidence, however, to tip the scales in favor of the inference that the Falcon was above Ethiopia at the time of the explosion. Thus, the computer data did not give rise to equal inferences. Instead, the computer data coupled with Antilles' expert opinion support the conclusion that the Falcon was above Alderaan when the explosion occurred. The data therefore should have been admitted.

3. Solo's burden of persuasion is deemed met because the Empire did not present evidence to rebut Solo's admissible evidence.

Solo met his burden of production by presenting admissible evidence in the form of Antilles' expert opinion and the computer data. *See Bruner v. Off. of Pers. Mgmt.*, 996 F.2d 290, 293 (Fed. Cir. 1993) (noting that the party with the burden of production must produce sufficient evidence to support a favorable holding). This shifted the burden of production to the Empire to present evidence that Solo failed

to meet his burden of persuasion. *Moore*, 318 F.3d at 566. But the Empire presented no evidence to rebut Solo's claim of proper venue. R. at 21a. Because the Empire offered no evidence to rebut Solo's claim, Solo's burden of persuasion is deemed met. *See Moore*, 318 F.3d at 566 ("If the defendant cannot meet its burden of going forward by presenting some evidence to support the denial, the plaintiff has met its burden of persuasion.").

Thus, even if this Court adopts the burden-staying approach, Solo's chosen venue cannot be disturbed. The Empire's 12(b)(3) motion was therefore correctly denied under both burden of proof allocation approaches. This Court should affirm the Sixteenth Circuit and uphold the district court's denial of the 12(b)(3) motion.

II. There is legally sufficient evidence of causation to support the jury verdict.

The Seventh Amendment guarantee to the right of a jury trial rings hollow when jury verdicts are treated as mere suggestions. *See Connell v. Sears, Roebuck & Co.*, 722 F.2d 1542, 1546 (Fed. Cir. 1983) (discussing the deference given to jury verdicts because of the Seventh Amendment). To avoid this injustice, jury verdicts must be afforded great deference. *Id.* When a jury verdict is challenged by a renewed motion for judgment as a matter of law, it may only be vacated in two scenarios. *Kearns v. Chrysler Corp.*, 32 F.3d 1541, 1547–48 (Fed. Cir. 1994). First, when the legal conclusions implied by the jury's verdict are unsupported by law. *Id.* Second, when there is legally insufficient evidence to support the verdict. *See Salazar v. S. S.A. Indep. Sch. Dist.*, 953 F.3d 273, 284 (5th Cir. 2017) (discussing when judgment as a matter of law is appropriate).

Here, the Empire and United States raised a legal sufficiency challenge to the jury's affirmative finding of causation through their renewed motion for judgment as a matter of law. R. at 35a. Their renewed motion was correctly denied by the district court.

Under the common law in the state of Alderaan, negligence requires proof of proximate causation, which encompasses both cause in fact and legal cause. R. at 37a; *Hakim v. Safariland, LLC*, 79 F.4th 861, 872 (7th Cir. 2023). Cause in fact asks whether the plaintiff's injury would have occurred but for the defendant's wrongful act. *Calloway v. Miller*, 147 F.3d 778, 781 (8th Cir. 1998). It represents the "minimum concept of cause." *Burrage v. United States*, 571 U.S. 204, 211 (2014) (quoting *United States v. Hatfield*, 591 F.3d 945, 948 (7th Cir. 2010)). Legal cause, on the other hand, focuses on foreseeability. *Hakim*, 79 F.4th at 872. It requires the jury to find that the plaintiff's injury was a foreseeable consequence of the defendant's wrongful act. *Bostock*, 590 U.S. at 656. This necessitates a more exacting causation link than cause in fact. *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023).

The jury here found that the Death Star's design defect was the cause in fact of Solo's injuries and that such injuries were foreseeable due to the Empire's negligent design. R. at 40a–41a. The jury's verdict should not be overturned for two reasons. First, the CSLAA only requires Solo to prove cause in fact, which he did. Whether there is legally sufficient evidence of legal causation is therefore irrelevant. Second, even if legal causation is an essential element of Solo's claim,

the jury concluded that the Empire's negligent design was the legal cause of Solo's injuries based on legally sufficient evidence.

A. There is legally sufficient evidence of cause in fact, which is all Solo is required to prove under the CSLAA.

Whether the CSLAA applies to Solo's claim must be determined before discussing the applicable causation standard. The CSLAA sets out an indemnity scheme under which the United States must pay for a successful claim brought by a third party against a licensee. 51 U.S.C. § 50915(a)(1). There is a question, however, as to whether the CSLAA covers claims that arise from any licensed activity, or if it only covers those claims that arise from the launch or reentry itself. In other words, the issue is whether liability extends to those injuries caused by the broader outer space related activities of the licensee that are made possible because of the license. It does.

It is therefore necessary to decide the causation standard that applies to claims brought under the CSLAA. State law requirements of proximate causation can be modified by Congress, which is precisely what Congress did here. *See Jones v. United States*, 936 F.3d 318, 322 (5th Cir. 2019) (noting that Congress imposed a lesser causation standard than the common law under the Jones Act). Through the CSLAA, Congress eliminated the requirement of legal causation for injuries caused by a licensed activity. In other words, Solo only needed to prove cause in fact to be successful on his claim.

Here, the jury found that Solo proved cause in fact. R. at 40a. There is legally sufficient evidence to support the jury verdict, so this Court should affirm the Sixteenth Circuit.

i. The plain language and purpose of the CSLAA demonstrates that the CSLAA applies to injuries caused by any licensed activity.

As the plain language and purpose of the CSLAA make clear, it extends to claims that arise from any licensed activity. The CSLAA requires the United States to pay a successful claim "of a third party against a [licensee] resulting from an activity carried out under the license issued . . . for death, bodily injury, or property damage or loss resulting from an activity carried out under the license." 51 U.S.C. § 50915(a)(1). Congress's choice of the term "activity" as opposed to the narrower term "launch or reentry" confirms that Congress intended the CSLAA to apply broadly.

As this Court has repeatedly held, courts must presume that Congress says what it means and means what it says. *See, e.g.*, *Conn. Nat'l Bank v. Germain*, 503 U.S. 249, 253–54 (1992). Indeed, this is the first canon of construction that courts should turn to when interpreting legislation. *Id.* at 253. And when the plain language of a statute is unambiguous, as it is here, then "this first canon is also the last[.]" *Id.* at 254. That Congress used the narrower term "launch or reentry" elsewhere in the statute is inconsequential to the question at hand. The relevant portion of the statute that addresses liability uses the broader term "activity." 51 U.S.C. § 50915(a)(1). This Court should therefore presume that Congress said what

it meant and meant what it said: The United States must pay a successful claim resulting from injuries caused by any licensed activity. *Id.*

Although the plain language of the CSLAA is sufficient to end the inquiry, the purpose of the CSLAA further proves that Congress intended the statute to apply to injuries that result from any licensed activity. Congress enacted the CSLAA to fulfill the United States' international obligations. *Id.* § 50901(a)(7). It is therefore appropriate to turn to the United States' obligations under international treaties to inform the appropriate scope of the CSLAA. *See id.* § 50919(e)(1) (requiring the government to execute the CSLAA consistent with its obligations under international treaties).

The Liability Convention and Outer Space Treaty are particularly pertinent to understanding the scope and purpose of the CSLAA. Through the Liability Convention and Outer Space Treaty, the United States subjected itself to liability for certain space-related injuries and promised to conduct its space exploration in a peaceful manner. Under the Liability Convention, the United States agreed to be liable for damage caused by objects launched into space by or from the United States. Convention on International Liability for Damage Caused by Space Objects (Liability Convention) art. II–III, Oct. 9, 1973, T.I.A.S. No. 7762. Through the Outer Space Treaty, the United States promised to use outer space "exclusively for peaceful purposes." Treaty on Principles Governing Activities of States in the Activities of States in the Exploration and Use of Outer Space, Including the Moon

and Other Celestial Bodies (Outer Space Treaty) art. IV, Oct. 10, 1967, T.I.A.S. No. 6347.

Although the Liability Convention and Outer Space Treaty are non-self-executing treaties and therefore not directly enforceable in court, they are still relevant to determining the scope of the CSLAA. *See Hopson v. Kreps*, 622 F.2d 1375, 1380 (9th Cir. 1980) (acknowledging that treaties are only directly enforceable if they are self-executing, but recognizing that treaties may still inform statutory interpretation "to the extent that Congress makes them relevant"); RESTATEMENT (FOURTH) OF FOREIGN RELATIONS LAW § 310 (2018) (noting that the question of self-execution has no bearing on the court's ability to rely on a treaty to inform statutory construction). When read in conjunction with the CSLAA—as Congress intended—the Liability Convention and Outer Space Treaty necessitate the conclusion that the CSLAA governs injuries caused by any licensed activity.

If the CSLAA were limited to only those injuries caused by launch or reentry, then there would be a gap between the United States' payment obligations under the Liability Convention and the United States' payment obligations under the CSLAA. Under the Liability Convention, the United States is liable for *all* damage caused by a space object launched from the United States. *See* Liability Convention art. III, Oct. 9, 1973, T.I.A.S. No. 7762 (placing liability for any damage caused by a space object onto the nation from which the space object was launched). To fully comply with the Liability Convention, the CSLAA should similarly be interpreted to impose liability on the United States for all damage caused by a space object

launched from the United States, not just for the damage related to the launch or reentry itself.

Moreover, under the Outer Space Treaty, the United States is responsible for ensuring that neither it nor any United States based entity places weapons into Earth's orbit. Outer Space Treaty art. VI, Oct. 10, 1967, T.I.A.S. No. 6347. Yet the Empire did just that when it placed the Death Star, a 120-kilometer-wide spherical space station equipped with a superlaser, into Earth's orbit. *See* R. at 7a. The United States is therefore responsible for the Empire's actions. *See* Outer Space Treaty art. VI, Oct. 10, 1967, T.I.A.S. No. 6347 ("[The United States] shall bear responsibility for national activities in outer space . . . whether such activities are carried on by governmental agencies or by non-governmental entities . . . .").

Thus, to honor the United States' international commitments, the CSLAA must be interpreted to cover injuries that result from all licensed activities. Solo's personal injuries and property damage were caused by a licensed activity under the CSLAA: the construction of the Death Star. *See* R. at 11a. The Death Star's design defect is what allowed Skywalker to destroy the Death Star. R. at 13a. The CSLAA therefore governs Solo's claim against the Empire and the United States' derivative liability for his successful claim.

ii. The CSLAA only requires proof of cause in fact.

That liability is imposed for claims "resulting from an activity carried out under the license" demonstrates that only cause in fact is required. 51 U.S.C. § 50915(1). As this Court has held, the phrase "results from" only contemplates cause in fact. *Burrage*, 571 U.S. at 210–11. This Court has also made it clear that

Congress is presumed to be aware of judicial interpretations of statutory phrases. *Lorillard v. Pons*, 434 U.S. 575, 580 (1978). When Congress amended the CSLAA in 2015, it left the language "resulting from" intact. *See* Pub. L. No. 114-90 (amending the CSLAA). Because Congress is presumed to be aware of this Court's interpretation of the phrase "results from," Congress's choice to leave that portion of the CSLAA untouched is telling.

Although the CSLAA only compels liability for "successful claims" resulting from licensed activities, that term does not undermine Congress's elimination of legal causation. 51 U.S.C. § 50915(a)(1). First, nothing in the statute or relevant treaties suggest that "successful claim" incorporates state law requirements of legal causation. Second, the CSLAA preempts inconsistent state laws. *See id.* § 50919(c)(1) ("A State or political subdivision of a State may not adopt or have in effect a law, regulation, standard, or order inconsistent with this chapter . . . .") (citation modified). Thus, even if the term does incorporate legal causation, the CSLAA's abolishment of that requirement carries forward from the United States' derivative liability to the underlying claim as well.

1. The term "successful claim" does not loop in state law requirements of legal causation.

Once more, the Liability Convention and Outer Space Treaty can help inform what Congress intended the term "successful claim" to encompass. Neither mention negligence nor causation. Instead, the Liability Convention uses the term "fault." Liability Convention art. III, Oct. 9, 1973, T.I.A.S. No. 7762 (imposing liability on nations only where "the damage is due to [the nation's] fault or the fault of persons

for whom it is responsible"). The Liability Convention, however, failed to define "fault." But the purpose of the Liability Convention and Outer Space Treaty show that "fault" was not intended to be read so stringently as to require proving legal causation.

Both treaties impose broad liability on nations for injuries caused by their outer space related activities. *See id.* (requiring payment for *any* damage caused by a space object); Outer Space Treaty art. VI, Oct. 10, 1967, T.I.A.S. No. 6347 (imposing "international responsibility for national activities in outer space" on nations for both their own actions and those of their affiliated entities). Requiring legal causation as a prerequisite to the United States' liability would therefore hinder the purposes of the Liability Convention and Outer Space Treaty. The correct conclusion is that the term "successful claim" does not reintroduce legal causation.

2. The CSLAA preempts state law that conflicts with its purpose and objectives.

To the extent the term "successful claim" does somehow trigger state law requirements of legal causation, the CSLAA preempts any such requirement. The CSLAA prohibits states from maintaining or enacting any legal standards that are inconsistent with the CSLAA. 51 U.S.C. § 50919(c)(1). This provision gives rise to conflict preemption, which exists when it is either impossible to comply with both federal and state law, or when state law creates an obstacle to achieving the purposes of a federal statute. *Arizona v. United States*, 567 U.S. 387, 399–400 (2012).

When considering what constitutes an obstacle such that conflict preemption arises, this Court looks at the federal statute, regulation, or standard in its entirety to determine its purpose and intended effect. *Crosby v. Nat'l Foreign Trade Council*, 530 U.S. 363, 373 (2000). In *Geier v. American Honda Motor Co.*, the Court did just that. 529 U.S. 861 (2000). There, the Court considered whether the Federal Motor Vehicle Safety Standard ("FMVSS") preempted state law that required auto manufacturers to install airbags in all their vehicles. *Id.* at 864–65. The Court answered yes. *Id.* at 874. In reaching its conclusion, the Court looked at the history, purpose, and objectives of the FMVSS. *Id.* at 875–81. The FMVSS was enacted to promote occupant safety by requiring all vehicles to have seatbelts. *Id.* at 875. It was amended to allow auto manufacturers to choose which passive restraint device to install among a selection of devices. *Id.* at 875. The hope was that by allowing auto manufacturers to choose which passive restraint device to install, the most effective device for ensuring occupant safety would be discovered. *Id.* The Court therefore held that state law requirements depriving auto manufacturers of this choice conflicted with the purpose and objectives of the FMVSS. *Id.* Thus, the Court held that the FMVSS preempted conflicting state law. *Id.* at 874.

Here, requiring proof of legal causation for a "successful claim" conflicts with the purpose and objectives of the CSLAA. As discussed above, Congress enacted the CSLAA to effectuate the United States' international obligations. *Supra* 39–42; 51 U.S.C. § 50901(a)(7). These obligations include accepting responsibility for injuries caused by the United States' outer space related activities. Liability Convention art.

III, Oct. 9, 1973, T.I.A.S. No. 7762. This responsibility is far-reaching—the United States is liable not only for its own actions but also for the actions of both government *and* non-government entities. Outer Space Treaty art. VI, Oct. 10, 1967, T.I.A.S. No. 6347. Moreover, the United States is expected to make "*prompt* payment" when it is held liable for injuries that result from its outer space related activities. Liability Convention preamble, Oct. 9, 1973, T.I.A.S. No. 7762 (emphasis added). To require that third-party claimants first prove legal causation before they can recover under the CSLAA creates a narrower liability scheme than Congress intended. Imposing this additional hurdle onto third-party claimants would restrict the scope of the United States' liability and the speed by which it could pay injured parties. *See Spicer*, 61 F.4th at 1364 (noting that legal causation is a more restrictive standard than cause in fact).

As this Court held in *Geier*, when state law stands "as an obstacle to the accomplishment and execution of" federal objectives, it is preempted. *Geier*, 529 U.S. at 881–82 (quoting *Hines v. Davidowitz*, 312 U.S. 52, 67 (1941)). Requiring proof of legal causation is an obstacle that stands in the way of fully achieving Congress's purpose of creating a broad liability scheme through the CSLAA. Thus, state law that requires proof of legal causation is preempted by the CSLAA.

iii. Solo's injuries would not have occurred but for the Empire's negligent design of the Death Star.

The jury found that the Empire's negligent design was the cause in fact of Solo's injuries. R. at 40a. Because this conclusion is based on legally sufficient evidence, it cannot be overturned.

Two things must be true for a jury to find that there is cause in fact. *Petersen v. Johnson*, 57 F.4th 225, 236 (5th Cir. 2023). First, the jury must conclude that the defendant's wrongful act was a substantial factor in causing the plaintiff's injury. *Hakim*, 79 F.4th at 872. The jury need not, however, conclude that the defendant's wrongful act was the *sole* cause of the plaintiff's injury. *Prunier v. City of Watertown*, 936 F.2d 677, 679 (2d Cir. 1991). Second, the jury must conclude that the injury would not have occurred "but for" the defendant's wrongful act. *Bostock v. Clayton Cnty., Ga.*, 590 U.S. 644, 656 (2020). Both elements are present here.

First, the Empire's negligent design of the Death Star was a substantial factor in causing Solo's injuries. In *Prunier*, the Second Circuit addressed whether the City's failure to warn of the existence of an obscured staircase was a substantial factor in causing a bicyclist's injuries who crashed on the steps. *Prunier*, 936 F.2d at 679. Although there were other causes of the bicyclist's injuries, such as the bike missing rear brakes and having a faulty front tire, the Second Circuit nevertheless concluded that a reasonable jury could find that the City's failure to warn was a substantial factor in causing the bicyclist's injuries. *Id.* at 678; 680. Similarly, here, a reasonable jury could conclude that the Empire's negligent design was a substantial factor in causing Solo's injuries. Although other causes existed, such as Skywalker's attack on the Death Star, the Death Star's design defect was still a substantial factor in causing Solo's injuries. The Death Star's design defect left it vulnerable, which led to its explosion. The resulting shrapnel then crashed into the

Falcon and injured Solo. The Empire's negligent design was therefore a substantial factor in causing Solo's injuries.

Second, Solo's injuries would not have occurred but for the Empire's negligent design. If the Death Star's thermal exhaust port was not negligently designed, then it would not have been vulnerable to an attack that would cause it to explode. If it did not explode, Solo would not have been injured. Solo's injuries therefore could not have occurred but for the design defect.

Thus, a reasonable jury could have concluded that the Empire's negligent design was the cause in fact of Solo's injuries. Because the CSLAA only requires Solo to prove cause in fact, the Empire and United States' renewed motion for judgment as a matter of law fails. This Court should affirm the Sixteenth Circuit and uphold the denial of the renewed motion for judgment as a matter of law.

B. There is legally sufficient evidence of legal causation notwithstanding Skywalker's actions.

Although Solo only needed to prove cause in fact to succeed on his claim, the jury also found that the Empire's actions were the legal cause of Solo's injuries. This verdict is based on legally sufficient evidence, so it must remain untouched. First, the evidence supports the jury's finding that the Empire's negligent design of the Death Star was the legal cause of the explosion that resulted in Solo's injuries. *See* R. at 59a (providing the jury verdict). Second, the evidence also supports the jury's finding that Skywalker's actions were not a superseding cause and therefore did not break the chain of causation. *See* R. at 59a. (providing the verdict). The renewed

motion for judgment as a matter of law was therefore correctly denied even if this Court were to find that legal causation is an essential element of Solo's claim.

i. Solo's injuries were a foreseeable consequence of the Empire's negligent design of the Death Star.

For a jury to answer yes to the question of legal cause, it must conclude that the plaintiff's injury was foreseeable. *Hakim*, 79 F.4th at 872. An injury is foreseeable when the defendant could have reasonably anticipated that an injury might result from its wrongful actions. *Smith v. Shevlin-Hixon Co.*, 157 F.2d 51, 59 (9th Cir. 1946). Here, Solo's injuries were a foreseeable consequence of the Empire's negligent design of the Death Star.

Whether the defendant's wrongful act was a legal cause of the plaintiff's injury is a question for the jury. *Hakim*, 79 F.4th at 872. The jury's decision can only be vacated if no reasonable jury could have reached the same conclusion. *Kim*, 86 F.4th at 159. This occurs when there is legally insufficient evidence to support the jury's verdict. *Id.* In analyzing whether the jury verdict is based on legally sufficient evidence, all factual inferences must be drawn in favor of the verdict. *Id.* Thus, the Court cannot substitute its own judgment for that of the jury. *Dennis v. The Denver and Rio Grande W. R.R. Co.*, 375 U.S. 208, 210 (1963).

In *Laney v. Coleman Co.*, the Eighth Circuit considered the same question as the one presented here: whether the jury's finding of legal causation was supported by legally sufficient evidence. 758 F.2d 1299, 1302 (8th Cir. 1985). There, a manufacturer was sued for the defective design of its fuel can. *Id.* at 1301. The jury found that it was foreseeable that children may get hold of the fuel cans and then

use them near a flame. *Id.* at 1302. This, of course, would cause an explosion. *Id.* at 1301. Because the manufacturer knew that children may do this—as evidenced by the warning label it included on the fuel cans—the Eighth Circuit held that the jury verdict was based on legally sufficient evidence. *Id.* at 1302.

Similarly, here, the Empire knew that the Death Star had a design defect that could result in its explosion, as shown by its attempt to keep news of this defect quiet. R. at 13a. Thus, the Empire could have reasonably anticipated, and indeed did anticipate, that the explosion of the 120-kilometer-wide space station in low Earth orbit would result in personal injuries, property damage, or both. A reasonable jury could therefore conclude that the Empire's negligent design of the Death Star was the legal cause of Solo's injuries.

ii. Skywalker's actions were not a superseding cause and therefore did not break the chain of causation.

The chain of causation may only be broken by a superseding cause. *Farr v. NC Mach. Co.*, 186 F.3d 1165, 1169 (9th Cir. 1999). A superseding cause is an act of a third person antecedent to the defendant's wrongful act that is so "abnormal or extraordinary" that it rises to the level of unforeseeable. *Jensen v. EXC, Inc.*, 82 F.4th 835, 858 (9th Cir. 2023). Whether a superseding cause exists only affects the existence of legal causation. *In re RFC and Rescap Liquidating Tr. Action*, 332 F. Supp. 3d 1101, 1170 (D. Minn. 2018). If a superseding cause does exist, the defendant is released from liability because the superseding cause destroyed legal causation. *Farr*, 186 F.3d at 1169. Like the question of legal causation, whether an action is a superseding cause is a question for the jury. *Gordon v. Niagara Mach. &*

Tool Works, 574 F.2d 1182, 1192 (5th Cir. 1978). This question "is so inextricably tied to causation that it is *difficult to imagine a circumstance* where such issue would not be one for the trier of fact." *Travelers Cas. & Sur. Co. of Am. v. Ernest & Young LLP*, 542 F.3d 475, 487 (5th Cir. 2008) (internal citation omitted) (emphasis in original).

Skywalker's attack on the Death Star was not a superseding cause. In considering whether an action is a superseding cause, courts look at six factors. *Farr*, 186 F.3d at 1169–70. These factors include whether: (1) the harm is different in kind from what the defendant's wrongful conduct otherwise would have caused; (2) in hindsight, the action appears to be extraordinary; (3) the action is operating independently from the risk created by the defendant's wrongful conduct; (4) the action is executed by a third person; (5) the third person's action is wrongful; and (6) the third person is culpable. *Id.* Here, the first three factors prove that Skywalker's attack was not a superseding cause.

First, Solo's harm is the same type of harm that he would have experienced no matter how the Death Star exploded. *Farr* is instructive in understanding how this factor applies. In *Farr*, the plaintiff was standing below an engine as it was being hung up by a mechanic using a cable. *Id.* at 1167. The engine then fell onto the plaintiff, causing serious injuries. *Id.* The Ninth Circuit held that the plaintiff's own negligence was not a superseding cause and pointed to the six factors listed above. *Id.* at 1169–70. In analyzing the first factor, the court held that the plaintiff's injury was the same type of injury the mechanic's negligence otherwise would have

caused. *Id.* at 1169. The very risk of negligently lifting the engine was that it could fall and injure someone, which is the exact harm that occurred. *Id.* Similarly, here, whether Skywalker blew up the Death Star or it self-imploded, Solo still would have been harmed by the resulting fragments. The risk of the Death Star's design defect was that the Death Star could explode and injure someone or something. R. at 13a. That is precisely the harm that occurred here. R. at 13a.

Second, Skywalker's attack was not extraordinary. That Skywalker's attack may have been criminal does not change this result. This is because Skywalker actions were foreseeable. And when an action is foreseeable, it is not a superseding cause. *Jensen*, 82 F.4th at 858. When the Ninth Circuit analyzed this second factor in *Farr*, it noted that the harm caused by the mechanic's negligence was the exact type of harm that can be expected from negligently lifting an engine into the air—it may fall and injure someone. *Farr*, 186 F.3d at 1169. The court therefore held that the plaintiff's injury was foreseeable, not extraordinary. *Id.* The same is true here. The foreseeability of Skywalker's attack is reflected by the Empire's knowledge of both the Death Star's design defect and the unease invoked by the Death Star. First, the Empire knew that the Death Star had a design defect. R. at 13a. Second, the Empire knew that the design defect could result in the Death Star's explosion. R. at 13a. Third, the Empire knew there were global protests in response to the Death Star. R. at 13a. Fourth, the Empire knew that nations considered the Death Star to be a "weapon of mass destruction" that violated the Outer Space Treaty. R. at 60a. Indeed, it was for these very reasons that the Empire attempted to keep

news of the Death Star's design defect quiet. R. at 13a. The Empire therefore expected that the Death Star's design defect could be capitalized on to cause its destruction. R. at 13a. Thus, when a proton torpedo was fired at the Death Star's vulnerable thermal exhaust port, causing the Death Star to explode, it was not extraordinary at all; rather, it was exactly what the Empire anticipated would happen if the Death Star's design defect was exposed.

Third, Skywalker's actions did not operate independently from the Empire's negligence. *Farr* can once more shed light on why this is true. In *Farr*, the court held that it was the mechanic's negligent hoisting technique and the plaintiff's negligence in standing beneath the engine that "operated together" to cause the plaintiff's harm. *Farr*, 186 F.3d at 1169. So too here. It was the Empire's negligent design coupled with Skywalker's attack that operated together to cause Solo's injuries.

Drawing all inferences in the light most favorable to the verdict, a reasonable jury could have concluded that these three factors alone preclude Skywalker's actions from being a superseding cause. That they based their verdict on three out of the six factors does not alter this conclusion. First, there is no set requirement to the number of factors that must be present to find that an action is or is not a superseding cause; even one factor may be sufficient to resolve the inquiry. *See, e.g., Russo v. Baxter Healthcare Corp.*, 140 F.3d 6, 11 (1st Cir. 1998) ("In this instance, it is really unnecessary to go beyond the first factor."). Second, it is the jury's job—not the Court's—to weigh the evidence presented and draw its own inferences. *See Kim*,

86 F.4th at 159. That is precisely what the jury did here. Drawing all reasonable inferences in the light most favorable to the verdict, a reasonable jury could conclude that it was foreseeable that the Death Star would become a target.

Thus, there is legally sufficient evidence to support the jury's verdict, because a reasonable jury could have concluded that the Empire's negligent design was the legal cause of Solo's injuries and that Skywalker's actions were not a superseding cause. This Court should therefore affirm the Sixteenth Circuit and leave the jury's verdict untouched.

CONCLUSION

For the foregoing reasons, Solo respectfully requests that this Court affirm the Sixteenth Circuit's decision to uphold the district court's denial of both: (1) the Empire's 12(b)(3) motion to dismiss for improper venue, and (2) the Empire and United States' renewed motion for judgment as a matter of law.

Respectfully submitted,

/s/ Team No. 93
Counsel for Respondent Han Solo

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document has been served on November 16, 2025, via electronic mail through the counsel of record on Petitioners Galactic Empire, Inc. and the United States.

Respectfully submitted,

/s/ Team No. 93
Counsel for Respondent Han Solo

CERTIFICATE OF COMPLIANCE

Pursuant to Competition Rule 2.5 and Supreme Court Rule 33.1, undersigned counsel hereby certifies that this brief contains 12,825 words excluding the cover, questions presented, table of contents, and table of authorities. This is a computer-generated document created in Microsoft Word, using Century Schoolbook 12-point font. In making this certification, undersigned counsel relies on the word count provided by the software used to prepare the document.

Respectfully submitted,

/s/ Team No. 93
Counsel for Respondent Han Solo

APPENDIX

Commercial Space Launch Activities Act:

51 U.S.C. § 50901(a)(7) – Findings and purposes:

(a) Findings.--Congress finds that--

(7) the United States should encourage private sector launches, reentries, and associated services and, only to the extent necessary, regulate those launches, reentries, and services to ensure compliance with international obligations of the United States and to protect the public health and safety, safety of property, and national security and foreign policy interests of the United States;

51 U.S.C. § 50914(a)(1) – Liability insurance and financial responsibility requirements:

(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.

51 U.S.C. § 50915(a)(1) – Paying claims exceeding liability insurance and financial responsibility requirements

(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. § 50919(a)(c) – Relationship to other executive agencies, laws, and international obligations:

(c) States and political subdivisions.--A State or political subdivision of a State--
(1) may not adopt or have in effect a law, regulation, standard, or order inconsistent with this chapter; but
(2) may adopt or have in effect a law, regulation, standard, or order consistent with this chapter that is in addition to or more stringent than a requirement of, or regulation prescribed under, this chapter.

Liability Convention:

Article III:

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

Outer Space Treaty:

Article IV:

States Parties to the Treaty undertake not to place in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction, install such weapons on celestial bodies, or station such weapons in outer space in any other manner.

The moon and other celestial bodies shall be used by all States Parties to the Treaty exclusively for peaceful purposes. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military maneuvers on celestial bodies shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any equipment or facility necessary for peaceful exploration of the moon and other celestial bodies shall also not be prohibited.

Article VI:

States Parties to the Treaty shall bear international responsibility for national activities in outer space, including the moon and other celestial bodies, whether such

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