Nos. 24-2187

In the Supreme Court of the United States

GALACTIC EMPIRE, INC.

AND

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 IN OPPOSITION

Counsel for Respondent
November 17, 2025

Team 97

QUESTIONS PRESENTED

I. In the absence of congressionally mandated venue rules for outer-space torts, was venue proper in the district of Alderaan where the challenging party failed to prove otherwise, a substantial part of the events giving rise to the claim took place in navigable airspace above Alderaan, and there is a close nexus between the injury and Alderaan?

II. Does the Commercial Space Launch Activities Act impose liability on a but-for causation standard when it broadly compensates for injuries "resulting from" a licensed space activity, excludes any proximate-causation language, and aims to comply with international space treaties that impose liability for space accidents based on proof of simple "fault"?

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OPINIONS BELOW

The opinion of the United States District Court for the District of Alderaan is unreported and unpublished. The record encloses the unpublished opinion of the United States Court of Appeals for the Sixteenth Circuit, through which the district court's reasoning is portrayed, in *Galactic Empire, Inc. v. Han Solo*, No. 22-cv-1138 (16th Cir. May 4, 2023), cert. granted, No. 24-2187 (Oct. 2025). Op. 1a–52a.

STATUTORY PROVISIONS INVOLVED

This case involves the construction and application of 28 U.S.C. § 1391(b) and 51 U.S.C. §§ 50901, 50914, 50915, and 50919, the relevant subsections of which are reproduced in the Appendix along with the relevant articles of (1) the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies; and (2) the Convention on International Liability for Damage Caused by Space Objects.

BASIS FOR JURISDICTION

The United States District Court for the District of Alderaan exercised original, exclusive jurisdiction over Han Solo's action under 51 U.S.C. § 50914(g). After a jury trial, the district court entered judgment for Solo, from which Galactic Empire, Inc. and the United States timely appealed. The United States Court of Appeals for the Sixteenth Circuit exercised jurisdiction under 28 U.S.C. § 1291. After the Sixteenth Circuit affirmed the district court, Galactic Empire, Inc. and the United States timely petitioned for a writ of certiorari. This Court granted their petition, and it has jurisdiction under 28 U.S.C. § 1254(1).

STATEMENT OF THE CASE

STATEMENT OF FACTS

About 460 kilometers above Earth's surface, a colossal space station exploded, scattering thousands of fragments and shrapnel throughout the cosmos. Op. 3a, 8a. Falling towards Earth, some fragments hit Respondent Han Solo's space vessel, leading to bodily injury and property damage north of $4 billion.

It all started when a California corporation, Petitioner Galactic Empire, Inc. (the Empire), obtained a license from the United States Government to design, launch, and construct the DS-1, a revolutionary planetary defense system. Op. 3a. The Empire designed it as a 120-kilometer-wide sphere, just twenty-five times smaller than the Moon, equipped with an asteroid-destroying "superlaser." Op. 7a, 60a. One "hypermatter reactor" both powered the superlaser and propelled the DS-1. Op. 8a. When the Empire "publicly announced" its DS-1 operation, the public responded with "international outrage." Op. 3a, 7a.

Many believed that the Empire and the Government were building a weapon of mass destruction in outer space, in violation of international agreements. *Id.* Environmental groups opposed the DS-1, concerned about its detrimental tidal effects on Earth. Op. 60a. Others feared that the DS-1 would turn out futile, causing destruction by dismantling incoming asteroids and spreading debris over territories on Earth. *Id.* Yet the greatest fear was that, were the DS-1 to de-orbit, its destructive impact on Earth would be devastating. *Id.* This fear, coupled with the suspicion that the DS-1 might be weaponized, explains why many nations decried it as the "Death

Star." Op. 59a. Put mildly, the DS-1 was a "highly controversial" and "reviled" operation that sparked "worldwide protests." Op. 59a, 66a. Ignoring the global distrust, strenuous opposition, and unresolved concerns, the Empire proceeded with its plan. Op. 8a, 59a, 62a.

Construction began in 2012. Op. 8a. To complete the operation in ten years instead of twenty and avoid using human workers, the Empire relied on specialized robots to build the DS-1 in the low-Earth-orbit region of outer space. *Id.* The Government issued licenses permitting the Empire to launch supplies and building materials from various states to the "construction site," about 460 kilometers above Earth. Op. 12a, 14a. The Empire conducted "hundreds of private space launches" to fuel the DS-1 construction. Op. 12a.

Leading up to the DS-1 construction, the Government had opposed several international efforts to ban weapons in outer space. Op. 62a. The Government also denied other nations permission to inspect the DS-1. Op. 63a. By 2017, the Empire had built the DS-1's hypermatter reactor, meaning that the space station was self-propelled and likely capable of engaging its superlaser. Op. 8a, n.4. At that point, however, the Empire discovered a "major design defect." Op. 13a.

The DS-1 was supposed to be "well-protected" by a "damage-resistant" steel hull, rendering it ostensibly resistant to attacks by one-man starfighters. Op. 48a. It was not resistant. Negligently designed, the DS-1 had a fatal flaw: if a "proton torpedo" hit a thermal exhaust port, it would trigger a chain reaction leading the entire space station to explode. Op. 13a. A "proton torpedo" is a "rough equivalent of

a guided Tomahawk missile" used to destroy satellites. Op. 63a–64a. About ten days after the Empire discovered and tried to hide the defect, the DS-1 was attacked. *Id.*

The attack was orchestrated by Alianza Rebelde, S.A., a former Guatemalan company with space launch capabilities that entrusted an "Incom T65-B X-Wing starfighter" to one of Earth's "best space pilots," Tunisian citizen Luke Skywalker. Op. 5a. Alianza learned of the DS-1's design defect and enlisted Skywalker because of his ability to hit "similarly sized targets" as the DS-1's thermal exhaust port. Op. 13a. In May 2017, Skywalker launched the starfighter from Guatemala and "intentionally entered" U.S. airspace "above Alderaan." Op. 3a, 56a. From there, Skywalker exploited the DS-1's defect by striking its vulnerable exhaust port. Op. 13a. Seconds later, the DS-1 exploded, "sending shrapnel in all directions." *Id.*

The shrapnel collided with Respondent Solo's vessel, the Millenium Falcon, injuring Solo and causing billions of dollars in property damage. Op. 15a. At the time of the collision, Solo was peacefully navigating in low Earth orbit "directly above Alderaan," as his navigational computer read. Op. 21a. The shrapnel also struck several satellites. Op. 3a. After the dust settled, the DS-1's remnants had landed "primarily in the U.S. State of Alderaan." *Id.*

PROCEDURAL HISTORY

In the United States District Court for the District of Alderaan, Solo sued the Empire, Skywalker, Alianza, and the Republic of Guatemala for bodily injury and property damage. Op. 4a. Solo sought to vindicate his rights under the Commercial Space Launch Activities Act, 51 U.S.C. § 50901 *et seq*. ("CSLAA"). Acknowledging its

potential liability, the Government intervened under Rule 24. Op. 12a; *see* Fed. R. Civ. P. 24. Without contesting jurisdiction, the Empire moved to dismiss for improper venue. Op. 15a; *see* Fed. R. Civ. P. 12(b)(3).

In his complaint, Solo alleged that the DS-1, Incom T65B X-wing, and Millennium Falcon were in low Earth orbit above Alderaan when the DS-1 exploded and injured him.[1] Op. 20a. The majority of the DS-1 explosion fragments landed in Alderaan. Op. 3a. The district court, being the first court to deal with a CSLAA claim, held an evidentiary hearing on the Empire's venue motion. *Id.*

There, despite Skywalker refusing to testify, Solo offered (1) his testimony that, at the time of the collision, he was directly above Alderaan; (2) expert testimony; and (3) navigational computer data. The court excluded the expert testimony, concluding that it was based on news reports, so it lacked a sufficient factual basis. Op. 21a; *see* Fed. R. Evid. 702. And because the computer data inconclusively gave rise to equal inferences, the court excluded it. *Id.* The court also excluded, as hearsay, Solo's testimony on what his navigational computer showed at the time of the collision. *Id.* Notably, the Empire presented zero evidence to support its motion. *Id.* The district court concluded that the Empire bore the burden to prove its venue defense. Op. 22a.

So, the court denied the Empire's motion, holding that venue was proper under 28 U.S.C. § 1391(b)(2) because a "substantial part of the events giving rise to the claim occurred in Alderaan." *Id.* Defendants Skywalker and Alianza settled Solo's

[1] Solo is a United States citizen, so he had to obtain a license from the Government to fly his vessel. Op. 14a. Because he did not do so, the Government fined him $100,000, which he paid. *Id.*

claims against them, and the court dismissed Guatemala from the case after granting its summary judgment motion. Op. 5a, 6a.

Thus, only Solo, the Empire, and the Government proceeded to trial. Op. 15a. The jury found for Solo, attributing fifty-percent responsibility for his injuries to the Empire's negligence. *Id.* Before rendition of judgment, the Empire and the Government (Petitioners) argued that the CSLAA requires proximate causation, not but-for causation. The district court disagreed, holding that Congress prescribed a but-for causation standard for CSLAA injury claims. Op. 41a. However, at Petitioners' request, the court instructed the jury on proximate cause using the Restatement (Second) of Torts, as adopted by Alderaanian law. *Id.* The jury found that the Empire's negligence proximately caused Solo's injuries, and the strike on the DS-1 was not a superseding cause. *Id.* Petitioners moved for judgment as a matter of law, but the district court denied the motion, adhered to the jury's findings, and entered judgment for Solo. *See* Fed. R. Civ. P. 50. Petitioners appealed.

Sitting en banc, the Sixteenth Circuit sided with Solo, affirmed the district court's decision to exercise venue, and joined the Third and Eighth Circuits in holding that defendants bear the burden of proving a venue defense. Op. 23a. The Sixteenth Circuit also adopted the district court's interpretation of the CSLAA, holding that it prescribes a but-for causation standard. Op. 52a. Judge Windu and Chief Judge Yoda concurred, offering more support for the district court's venue holding, but differing with the majority on the CSLAA issue. Op. 53a. While the concurrence opined that the CSLAA requires proof of proximate causation, it still concluded that the evidence

"amply supports" the jury's proximate-cause finding. Op. 59a. Judge Walt dissented. Op. 67a. On October 6, 2025, this Court granted certiorari.

SUMMARY OF THE ARGUMENT

With great space power comes even greater responsibility. This principle is entrenched in the CSLAA, and the district court properly adhered to it in holding the Empire accountable for injuries resulting from its negligent activity that pushed the boundaries of human space power. The Sixteenth Circuit correctly affirmed the district court because (I) venue was proper in Alderaan, where a substantial part of the events giving rise to Solo's claims occurred; and (II) the court properly interpreted the CSLAA to enclose a but-for causation standard for injury claims.

I. VENUE ISSUE

The Sixteenth Circuit correctly held that venue in Alderaan was proper under 28 U.S.C. § 1391(b)(2). First, the court rightfully placed the burden of proving improper venue on defendants. Unlike jurisdiction, venue is a privilege tied to convenience that carries no constitutional implications, does not affect substantive rights, and has nothing to do with a court's power to entertain an action.

While plaintiffs must establish jurisdiction to invoke the court's power, the same cannot be said for venue. Improper venue is an affirmative defense rooted in avoidance, the proponent of which generally bears the burden of proving. Here, the Empire was in an optimal position to prove its own defense rather than forcing Solo to disprove it because it possessed key knowledge derived from its extensive space activity, involving hundreds of precise space launches to an airborne construction

site. Further, had the Empire moved to transfer venue or to dismiss under *forum non conveniens*, it undoubtedly would have borne the burden of proof. No other conclusion is warranted for Rule 12(b)(3) motions. Because the Empire failed to prove its venue defense, the district court properly exercised venue.

Nonetheless, venue in Alderaan was proper under either Sections 1391(b)(2) or 1391(b)(3). Because Congress has not written venue rules for outer-space torts, the district court justifiably relied on well-established overflight venue principles. For venue purposes, the low-Earth-orbit region and navigable airspace above Alderaan are synonymous. Much like Alderaan would have been a proper venue for any wrong committed in the airspace above it, it was a proper venue for this controversy. But even if this Court declines to apply overflight venue principles, venue was proper under Section 1391(b)(2), as a substantial part of the events giving rise to Solo's claims occurred in Alderaan. Solo properly alleged that Alderaan had a sufficiently close nexus to his claims, satisfying the substantiality standard of Section 1391(b)(2).

Further, to avoid gaps between jurisdiction and venue, this Court should reject the Empire's position that venue was proper only in California because the judiciary must not step into a legislative role and tether outer-space torts to Earth-based conduct. The Empire's position would also create venue gaps for torts that occur exclusively in outer space, and Congress disfavors venue gaps. Given the broad jurisdiction granted in the CSLAA, the judiciary must avoid construing Section 1391 in a manner that would anomalously dispense with valid claims for non-jurisdictional reasons. Alternatively, venue was proper under Section 1391(b)(3) because Alderaan

had personal jurisdiction over Skywalker, who entered its airspace intentionally. Thus, the district court properly exercised venue in Alderaan and prevented the Empire's procedural gamesmanship from obstructing Solo's path to justice.

II. CSLAA INTERPRETATION ISSUE

The Sixteenth Circuit correctly affirmed the district court's interpretation of the CSLAA. Throughout the statute, Congress used broad language, most integrally in Section 50914(g)'s jurisdictional grant and Section 50915(a)'s liability provisions. The plain text supports but-for causation because Congress used the simple causal phrase "resulting from." This Court has held that the phrase "resulting from" generally encloses but-for causation unless there is a contrary textual or contextual indication. Although Congress was capable of requiring proximate cause, as it has done in other statutes, it chose not to. So there is no textual contradiction to the ordinary meaning of "resulting from." Any contention that Section 50915's "successful claim" language serves as a textual contradiction must be rejected because it improperly reads non-existent elements into a clear text.

Moreover, because the phrase "resulting from" occurs in a liability provision that focuses on the result itself—not its foreseeability or probability—there is no specific contextual indication that Congress intended any causation standard other than but-for. Even parsing the CSLAA's broader context, Congress focused on encouraging human spaceflight while promoting safety, and it concerned itself with facilitating, rather than constricting, recovery for third-party injuries. For example, the CSLAA requires copious amounts of liability insurance. And by going so far as

prescribing federal indemnification of settlement expenses, Congress compels the Government to pay injury claims against its licensees, regardless of the claims' success on the merits. Additionally, the CSLAA's "resulting from" language closely resembles that of statutes previously interpreted by this Court to exclude proximate cause. In sum, the statute's text, context, and this Court's jurisprudence support the district court's interpretation.

If any ambiguity exists, the CSLAA must be interpreted in congruence with the Outer Space Treaty and Liability Convention, both of which are devoid of proximate cause language. Within the CSLAA, Congress reaffirmed the United States's commitment to its treaty obligations, bolstering the Sixteenth Circuit's reliance on the Charming Betsy canon, which steers courts away from interpreting federal law in tension with international law. Here, the space treaties support the conclusion that the CSLAA imposes but-for liability on Governments and their private licensees. The Liability Convention's text and negotiations evince an international assent to hold space actors liable when they are negligent.

Lastly, even if this Court holds that Congress meant to require proximate cause, Solo still prevails as the jury found his injuries were foreseeable and the strike on the DS-1 was not a superseding cause. Traditionally, proximate cause is a question of fact reserved for the jury. But even if it should be resolved as a matter of law, a reasonable jury had a legally sufficient basis to find for Solo. The Empire proclaimed its DS-1 operation to the world in an era where space weapons are available and regularly used. Ignoring the international protests, distrust, paranoia, and outrage,

the Empire powered through its plan negligently. Thus, the Empire at least should have realized that some actor might avail himself of its negligence to neutralize what many perceived as an outer-space weapon of mass destruction.

Therefore, this Court should affirm the Sixteenth Circuit.

ARGUMENT

This case is about balancing the growth in human spaceflight capabilities and the critical responsibilities that must accompany it. As early as 1911, one of the world's most influential space visionaries wrote: "Earth is the cradle of humanity, but one cannot live in a cradle forever."[2] The twentieth century featured the first departure from that cradle, where human efforts to reach outer space rapidly escalated from launching a small satellite that shocked the world overnight to the warring "Space Race" between the United States and the Soviet Union.[3] Although these two governments once dominated the race, modern private entities have far outpaced them.[4] Today, the global space industry is so commercialized that humans may pay large sums to orbit Earth, engage in "space tourism," or even visit the International Space Station. *Id.* Against the backdrop of a booming spaceflight industry, Congress enacted the CSLAA.

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[2] John Uri, *Space Station 20th: Historical Origins of ISS*, NASA, https://www.nasa.gov/history/space-station-20th-historical-origins-of-iss/ (Jan. 23, 2020).

[3] Maddie Davis, *The Space Race: Soviets and Americans Race to the Stars*, UVA Miller Ctr., https://millercenter.org/the-presidency/educational-resources/space-race (last visited Nov. 17, 2025).

[4] Kelsey Eyanson, *Billionaires Eclipse NASA: The Next Space Race over National Regulation*, 60 Hous. L. Rev. 1181, 1183 (2023).

In this case, Solo was seriously injured in a space catastrophe owing to the negligence of Petitioner Galactic Empire, Inc. When he sought to vindicate his rights under the CSLAA, the Empire first attempted to exploit a novel venue issue to escape liability. Then, facing a jury verdict, Petitioners the Empire and the Government urged a CSLAA interpretation that reads non-existing elements into the statute. However, because the district court properly exercised venue in Alderaan and correctly interpreted the CSLAA, this Court should affirm the Sixteenth Circuit's holding that Petitioners were liable to Solo for his injuries resulting from the negligent DS-1 operation.

I. THE DISTRICT COURT PROPERLY EXERCISED VENUE IN ALDERAAN BECAUSE PETITIONER GALACTIC EMPIRE FAILED TO PROVE OTHERWISE, THE COURT JUDICIOUSLY RELIED ON OVERFLIGHT VENUE PRINCIPLES, AND RESPONDENT SOLO'S CLAIM AROSE FROM CONDUCT CLOSELY TIED TO ALDERAAN.

A straightforward, common-sense application of general venue principles to CSLAA injury claims is essential to preserve Congress's intended safeguards for those harmed by dangerous, Government-licensed space activities.

Here, the lower courts properly interpreted 28 U.S.C. § 1391(b) in accordance with congressional intent, precedent, and logic. Negligent outer-space defendants cannot be rewarded for engaging in procedural gamesmanship at the expense of an injured party—much less for a waivable, non-jurisdictional privilege like venue. The Empire now urges this Court to invalidate two lower court rulings that prevented such gamesmanship, while simultaneously creating a gap between exclusive jurisdiction and venue. But this Court has held that Congress disfavors venue gaps. *Atl. Marine Constr. Co. v. U.S. District Court*, 571 U.S. 49, 57 (2013). The Court

should neither depart from this principle, nor assume a legislative role to fill a venue void that Congress must address. Accordingly, this Court should affirm the Sixteenth Circuit's holding that the district court properly exercised venue in Alderaan for three reasons.

First, the party challenging venue should bear the burden of proving its alleged impropriety. Second, judicial districts may properly apply overflight venue principles in controversies concerning torts that occur in low Earth orbit. And third, a correct application of Section 1391(b)(2) to the CSLAA yields the conclusion that venue was proper in Alderaan and avoids creating venue gaps.

A. The party challenging venue should bear the burden of proving its alleged impropriety.

Generally, plaintiffs are entitled to judicial deference in their choice of forum. *Ayco Farms, Inc. v. Ochoa*, 862 F.3d 945, 949–50 (9th Cir. 2017). As the aggrieved parties, plaintiffs must prove their claims on the merits to vindicate their rights. *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 562 (1992). And plaintiffs have always enjoyed the well-recognized prerogative to choose *where* to vindicate their rights. *See Araya v. JPMorgan Chase Bank, N.A.*, 775 F.3d 409, 413 (D.C. Cir. 2014). Here, Solo chose a proper venue to vindicate his federal right of action and sufficiently alleged its propriety under 28 U.S.C. § 1391(b)(2).

Even so, the district court elected to hold an evidentiary hearing on the Empire's venue motion and excluded the evidence Solo proffered, shoehorning the lower courts into the widespread debate over who must bear the burden of proof in a defendant's motion to dismiss for improper venue. *See* Fed. R. Civ. P. 12(b)(3). This

debate hinges on analogizing venue to jurisdiction. A plurality of circuits erroneously burden plaintiffs with proving that venue is proper after defendants challenge it.[5] The central flaw in these courts' reasoning is that they conflate venue and jurisdiction, flouting sharp distinctions between the two. Conversely, many other courts have correctly imposed the burden on defendants. *See Myers v. Am. Dental Ass'n*, 695 F.2d 716, 724 (3d Cir. 1982); *Matter of Peachtree Lane Assocs.*, 150 F.3d 788, 792 (7th Cir. 1998); *United States v. Orshek*, 164 F.2d 741, 742 (8th Cir. 1947).

1. The distinction between jurisdiction and venue supports placing the burden of proving improper venue on the moving party.

This Court has made clear that plaintiffs must establish subject matter and personal jurisdiction. *McNutt v. Gen. Motors Acceptance Corp.,* 298 U.S. 178, 189 (1936); *see* Fed. R. Civ. P. 8(a)(1). Moreover, the Court has historically distinguished between jurisdiction and venue. *See Neirbo Co. v. Bethlehem Shipbuilding Corp.*, 308 U.S. 165, 167–68 (1939).

"The distinction between jurisdiction and venue," furnishing the foundational premise of this analysis, "is of hornbook importance and cannot be overemphasized." *Wheatley v. Phillips*, 228 F. Supp. 439, 440 (W.D.N.C. 1964). While jurisdiction is a "grant of authority beyond the scope of litigants to confer," venue is merely "the place where judicial authority may be exercised." *Neirbo Co.*, 308 U.S. at 167. Unlike jurisdiction, which carries constitutional implications, venue simply "relates to the convenience of litigants" and may be waived. *Panhandle E. Pipe Line Co. v. Fed.*

[5] *See Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353 (2d Cir. 2005); *Cordis Corp. v. Cardiac Pacemakers*, 599 F.2d 1085 (1st Cir. 1979); *In re ZTE (USA) Inc.*, 890 F.3d 1008 (Fed. Cir. 2018); *Mitrano v. Hawes*, 377 F.3d 402 (4th Cir. 2004).

Power Comm'n, 324 U.S. 635, 823–24 (1945). Venue "has no bearing at all on parties' substantive rights."[6] And this Court has clarified that jurisdiction is "far weightier" than venue because it is inextricable from a court's competence and power to hear a dispute. *Wachovia Bank v. Schmidt*, 546 U.S. 303, 316 (2006).

Thus, plaintiffs—who *invoke* the court's power—must establish jurisdiction. But plaintiffs do not invoke venue; they simply *choose* it. As such, defendants who challenge venue but not jurisdiction should affirmatively show why the plaintiff's chosen venue is improper or inconvenient.

2. Precedent and logic counsel that improper venue is an affirmative defense, the proponent of which should bear the burden of proof.

A motion to dismiss for improper venue is a "dilatory" affirmative defense. *Myers*, 695 F.2d at 724 (holding the party moving for dismissal bears the burden of proving that venue is improper). The Third Circuit insisted that any "attempt . . . to shift the burden of proof to the plaintiff" on a defendant's motion to dismiss for improper venue "is without merit or authority." *Id.* at n.7.

An affirmative defense is a legal defense to a claim that does not negate any essential element of the plaintiff's prima facie case. *See Burke v. Lippert Components, Inc.*, 112 F.4th 574, 579 (8th Cir. 2024). As such, an affirmative defense "raises matters extraneous to the plaintiff's prima facie case" that do not controvert its establishment yet still deny relief. *In re Rawson Food Servi., Inc.*, 846 F.2d 1343, 1349 (11th Cir. 1988). Thus, an affirmative defense is rooted in avoidance. *See Keeler Brass*

[6] Diane P. Wood, *Federal Venue: Locating the Place Where the Claim Arose*, 54 Tex. L. Rev. 392, 402 (1976).

Co. v. Cont'l Brass Co., 862 F.2d 1063, 1066 (4th Cir. 1988) (implying that affirmative defenses help avoid, not negate, liability).

Defendants should assume the burden of proving affirmative defenses. *See Campbell v. Acuff-Rose Music, Inc.*, 510 U.S. 569, 590 (1994) (assuming that the proponent of an affirmative defense would bear the burden of demonstrating it). More specifically, in contexts "where the facts with regard to an issue lie peculiarly in the knowledge of a party, that party has the burden of proving the issue." *Dixon v. United States*, 548 U.S. 1, 8–9 (2006).

Here, the Empire was in a far superior position than Solo to prove where the DS-1 explosion occurred. The Empire conducted "hundreds of private space launches to transport supplies" to the "construction site." Op. 12a. This took astronomical precision and scrupulous management of celestial coordinates, number systems used to ascertain space objects' motion and position.[7] A sophisticated spaceflight entity like the Empire—deploying advanced technology to locate and destroy asteroids thousands of kilometers away and facilitate precise launches to an airborne construction site—must have access to the pivotal coordinates of space operations above Earth.

Hence, the Empire was in the best position to show that venue was improper in Alderaan, but it did not. Further, had the Empire moved to transfer venue or to dismiss under the doctrine of *forum non conveniens*, it unquestionably would have

[7] Dave Doody, *Basics of Spaceflight: Reference Systems*, NASA, https://science.nasa.gov/learn/basics-of-space-flight/chapter2-1/ (Jan. 16, 2025).

had the burden of proof. So too, it should bear the burden in a functionally similar motion to dismiss for improper venue.

3. The burden of proof in a motion to dismiss for improper venue must comport with the burden in functionally similar motions.

It makes logical and doctrinal sense for a defendant to bear the burden of proving a procedural defense that does not implicate a court's power over a case or a party, like a Rule 12(b)(3) motion. This principle receives robust support from the well-established jurisprudence on motions to dismiss under the doctrine of *forum non conveniens* and motions to transfer for improper or inconvenient venue. In both types of motions, the moving party bears the burden of proof.

This Court has held that a defendant "bears a heavy burden in opposing the plaintiff's chosen forum" on a motion to dismiss under *forum non conveniens*. *Sinochem Intern. Co. v. Malaysia Intern. Shipping Corp.*, 549 U.S. 422, 430 (2007). Likewise, virtually all courts[8] place the burden on defendants in motions to transfer venue under 28 U.S.C. § 1404(a). *See, e.g.*, *In re Manville Forest Prods. Corp.*, 896 F.2d 1384, 1390 (2d Cir. 1990) ("The party moving for change of venue bears the burden of proof"); *In re Volkswagen of Am., Inc.*, 545 F.3d 304, 314 (5th Cir. 2008) (explaining that the movant bears the burden in a motion to transfer venue). Most importantly, courts must consider the same "relevant factors" to assess the propriety of venue, including due weight to the "plaintiff's choice," *both* in motions to

[8] *See, e.g.*, *Smith v. Yeager*, 234 F. Supp. 3d 50, 56 (D.D.C. 2017); *Houston Tr. Reports, Inc. v. LRP Publ'ns, Inc.*, 85 F. Supp. 2d 663, 668 (S.D. Tex. 1999); *JTH Tax, Inc. v. Lee*, 482 F. Supp. 2d 731, 736 (E.D. Va. 2007); *Schwartz v. Marriott Hotel Servs., Inc.*, 186 F. Supp. 2d 245, 248 (E.D.N.Y. 2002); *First Fin. Bank v. Knapschaefer*, 697 F. Supp. 3d 733, 737 (N.D. Ohio 2023); *Bogard v. TikTok Inc.*, 725 F. Supp. 3d 897, 904 (S.D. Ind. 2024).

transfer and to dismiss under the doctrine of *forum non conveniens*. *In re Volkswagen*, 545 F.3d at 314 (quoting *Norwood v. Kirkpatrick*, 349 U.S. 29, 32 (1955)).

All three motions—to transfer venue, to dismiss under *forum non conveniens*, or to dismiss for improper venue under Rule 12(b)(3)—rest on the same underlying assertion: the defendant might concede jurisdiction but insist that the plaintiff chose an improper locality for litigation. It would be inconsistent and illogical to burden the defendant with proving the former two, but the plaintiff with the latter. Hence, for doctrinal consistency and procedural fairness, the moving party must bear the burden of proving the improper venue defense. But the Empire simply asserted its dilatory affirmative defense and offered zero evidence to back it.

Because the Empire failed to prove that venue was improper, the district court properly exercised venue here, and this Court need not proceed any further. Still, even if Solo had the burden, he met it.

4. Even if the plaintiff should bear the burden in a defendant's motion to dismiss for improper venue, that burden was met in this case.

Some courts that impose the burden on the plaintiff *still* require the defendant to produce evidence or "present facts" to "defeat the plaintiff's assertion of venue." *Williams v. Wells Fargo Bank N.A.*, 53 F. Supp. 3d 33, 36 (D.D.C. 2014). Here, the Empire offered nothing to contest, let alone defeat, Solo's venue choice. Even assuming the district court correctly excluded much of Solo's proffered evidence, it abused its discretion in excluding his testimony as to what he perceived on his navigational computer "*at the time* of the collision." Op. 21a (emphasis added); *see*

United States v. Wright, 343 F.3d 849, 865 (6th Cir. 2003) (holding that evidentiary rulings are reviewed for abuse of discretion).

Solo testified that, at the time the DS-1 shrapnel collided into his vessel and injured him, his navigational computer showed him that he was "directly above Alderaan." Op. 21a. First, inferences must be drawn in Solo's favor. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986) ("the evidence of the nonmovant is to be believed, and all justifiable inferences are to be drawn in his favor"). Second, any information Solo *saw* on that computer screen is, by definition, not hearsay. *See* Fed. R. Evid. 801(a)–(c). It would be no different than him testifying to the speed at which he was navigating, which is not hearsay. *See id.* As to the ex post facto computer data review, it merely "goes to the weight, not the admissibility" of Solo's testimony. *United States v. Davis*, 577 F.3d 660, 669 (6th Cir. 2009). Solo's testimony was thus admissible, unrebutted, and sufficient to meet the preponderance standard of proof.

In any event, Solo need not prevail on the burden of proof inquiry for this Court to affirm the Sixteenth Circuit. The Court has at least two more reasons to hold that the district court properly exercised venue in Alderaan. First, the district court judiciously relied on overflight venue principles in the absence of venue rules for low-Earth-orbit torts. Second, the district court correctly applied Section 1391 to avoid creating disfavored venue gaps.

B. In the absence of legislation that prescribes venue rules for outer-space torts, the judiciary is justified in applying well-established overflight venue principles.

Because Congress did not prescribe special venue rules for low-Earth-orbit torts, this Court must "give faithful meaning to the language Congress adopted" in Section 1391(b) in light of the "evident purpose in enacting the law in question." *United States v. Bornstein*, 423 U.S. 303, 310 (1976). Congress certainly did not enact the CSLAA, granting a broad federal right of action and exclusive federal jurisdiction, only for defendants to shirk liability on venue grounds. *See* 51 U.S.C. § 50914(g). Overflight venue principles aid in avoiding such a result.

Section 1391 supplies general direction for determining proper venue in the absence of specific rules. *In re Volkswagen*, 545 F.3d at 312 (explaining that the general venue statute applies in the absence of a special, restrictive venue statute). In relevant part, Section 1391(b)(2) provides that venue is proper in a judicial district where "a substantial part of the events or omissions giving rise to the claim occurred." 28 U.S.C. § 1391(b)(2). As a fallback, venue is proper in "any judicial district in which any defendant is subject to the court's personal jurisdiction pursuant to such action." *Id.* § 1391(b)(3). Here, venue was proper in Alderaan under either Subsections (b)(2) or (b)(3). *See id.*

Whether Solo was injured *over* Alderaanian soil or *on* it is a distinction without a difference. *See United States v. Rodriguez-Moreno*, 526 U.S. 275, 282 (1999) (holding that when a continuous crime occurs during air travel, the venue for prosecuting it is appropriate in any state over which "any part of it took place"); *United States v.*

Barnard, 490 F.2d 907, 911 (9th Cir. 1973) (noting that, for venue purposes, the navigable airspace above a district is part of it). Here, the explosion that injured Solo occurred in low Earth orbit above Alderaan. For venue purposes, the low-Earth-orbit region of space should be treated congruently with navigable airspace.

"The United States Government has exclusive sovereignty of airspace over the United States." 49 U.S.C. § 40103. The definition of the "United States" encompasses all land and "the overlying airspace." *Id.* § 40102(a)(46). Congress has also defined "navigable airspace" as the "airspace above the *minimum* altitudes of flight prescribed" by federal regulations. *Id.* § 40102(a)(32) (emphasis added). But there is no set *maximum* altitude of flight serving to limit the federal definition of navigable airspace. *See* 14 C.F.R. § 91.119. Undoubtedly, the space prowess of modern billionaires, many national governments, and every party to this case shows that low Earth orbit is navigable. The only meaningful difference between "airspace" and "outer space" is sovereignty. Op. 31a. But the sovereignless nature of outer space does not affect the *venue* analysis because sovereignty implicates jurisdiction, not venue. Therefore, overflight venue principles "should extend, with equal force, to torts committed in low Earth orbit." Op. 28a.

Applying these principles, the Ninth Circuit held that venue should not be limited to *only* the forum below the airspace where wrongful conduct occurs. *United States v. Lozoya*, 982 F.3d 648, 652 (9th Cir. 2020) (en banc) (holding that a wrong committed on a flight is triable in the district where the flight lands). Solo's position aligns with an essential precept that *Lozoya* stands for: the range of proper venues

should not be judicially restricted beyond what Congress generously permitted in Section 1391(b). *See id.*

The dissent below argued that overflight venue principles are untenable because of the hypothetical impracticability of deciding a proper venue for a tort that occurs on Mars. Op. 72a (Walt, J., dissenting). However, Mars orbits about 500,000 times farther from Earth than the DS-1 did.[9] Yet, even if the dissent's concern is material, it is entirely for Congress—not this Court—to handle it by creating special venue rules for space torts. The question before this Court is narrow: whether a "substantial part of the events" giving rise to Solo's claim occurred in Alderaan. 28 U.S.C. § 1391(b)(2).

The Court should answer affirmatively because (1) all spacecraft at stake flew above Alderaan; (2) Defendant Skywalker entered Alderaanian airspace to exploit the DS-1's design defect; (3) Solo felt his injuries above Alderaan; and (4) the majority of the debris from the DS-1 explosion landed in Alderaan. Op. 20a. And the district court correctly accepted Solo's allegations as "true" to resolve the Empire's venue motion. *Pendleton v. Mukasey*, 552 F. Supp. 2d 14, 17 (D.D.C. 2008); *Tolan v. Cotton*, 572 U.S. 650, 651 (2014) (noting that courts must draw inferences in favor of the nonmovant). Accordingly, a straightforward application of overflight venue principles reveals that venue was proper in Alderaan.

This case is not so far from Earth that overflight venue principles would yield absurd results. On the contrary, these principles are an optimal solution to the lack

[9] *See Mars Facts*, NASA, https://science.nasa.gov/mars/facts/ (July 15, 2025) (stating that Mars is roughly 228 million kilometers away from Earth).

of venue rules specific to low-Earth-orbit torts. They enable courts to adjudicate space controversies under Section 1391 without stepping into a legislative role and writing new venue rules. Therefore, until Congress legislates venue rules for outer-space controversies, the judiciary should apply overflight venue principles. Not only did the district court properly do so here, but it also correctly interpreted Section 1391 to avoid venue gaps.

C. The correct application of Section 1391 avoids creating disfavored gaps between jurisdiction and venue, yielding the conclusion that the district of Alderaan was a proper venue.

Courts "do not ask which district" among multiple potential forums is the "best venue," but rather whether the plaintiff's chosen district is substantially connected to the claims—regardless of whether another district is more closely connected. *Pecoraro v. Sky Ranch for Boys, Inc.*, 340 F.3d 558, 563 (8th Cir. 2003). The Empire argued that venue could have been proper only in California. Op. 27a. That position embodies a major error: it defies congressional intent with an unduly narrow application of Section 1391 that enables defendants to forum-shop their way to dismissal, sidestepping liability not through jurisdiction, the merits, or the Constitution, but through venue gamesmanship alone. Even if venue could have been proper in California, it never forecloses the propriety of venue in Alderaan. *See Daniel v. Am. Bd. of Emergency Med.*, 428 F.3d 408, 432 (2d Cir. 2005). Section 1391(b)(2) contemplates that venue can be proper in multiple judicial districts as long as a substantial part of the underlying events took place in those districts. *Id.* (discussing 28 U.S.C. § 1391(b)(2)).

Applying Section 1391(b)(2) in tort cases, courts typically focus on where the harms occurred.[10] Venue is proper where a substantial part of the events or omissions giving rise to the claim occurred "even if other material events occurred elsewhere." *Gulf Ins. Co.*, 417 F.3d at 357. When Solo sustained his injuries, he and the defendants who contributed to his injuries were in low Earth orbit over Alderaan. Op. 20a. Because a close nexus existed between the DS-1 explosion and Alderaan, even if venue could have been proper elsewhere, venue was proper in Alderaan.

1. There is a close nexus between the strike on the DS-1 and Alderaan.

There is a two-part test for defeating a Section 1391(b)(2) venue challenge. *Daniel*, 428 F.3d at 432. First, a court should "identify the nature of the claims and the acts or omissions" that "give rise to those claims." *Id.* Second, the court should determine whether *substantial* "events or omissions material to those claims . . . occurred in the district in question." *Id.* Substantiality is "more a qualitative than a quantitative inquiry," determined by assessing the "nature of the plaintiff's claims" and the "specific events or omissions" in the forum, "not by simply adding up the number of contacts." *Id.* at 433.

The substantiality requirement is satisfied when there is a close nexus between the material acts and the claims. *Jenkins Brick Co. v. Bremer*, 321 F.3d 1366, 1372 (11th Cir. 2003) (explaining that the substantiality requirement heeds acts or omissions that "have a close nexus to the wrong"); *Uffner v. La Reunion Francaise, S.A.*, 244 F.3d 38, 42–43 (1st Cir. 2001) (concluding that a district was a proper venue

[10] 14D Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 3806 (4th ed. 2025).

because the loss of a vessel in the district's waters was a substantial part of the events giving rise to a claim for the wrongful denial of insurance). *Uffner*'s reasoning is quite apt here, where most of the remnants of the explosion that injured Solo landed in Alderaan, strengthening the state's nexus to the claim. Op. 3a. Further, when analyzing that nexus, courts focus on the defendants' actions. *See Woodke v. Dahm*, 70 F.3d 983, 985 (8th Cir. 1995).

Accordingly, Defendant Skywalker's activities are critical. While Skywalker is no longer a party, the venue determination occurs at the beginning of a civil action, at which point he was a defendant. *Hoffman v. Blaski*, 363 U.S. 335, 344 (1960); *Exxon Corp. v. FTC*, 588 F.2d 895, 899 (3d Cir. 1978). And all of Skywalker's actions relating to Solo's injury occurred in Alderaan. Skywalker entered the navigable airspace "directly above Alderaan," where he exploited the DS-1's defect leading to the explosion that injured Solo. Op. 20a.

Moreover, the Empire allowed the DS-1 to navigate over Alderaan, aware of its dangerous design defect, the "international outrage" it faced, and the risk that its opponents would "take advantage of the design flaw." Op. 3a, 13a. The Empire also let the DS-1 orbit low enough that the shrapnel from its explosion was guaranteed to hit regions on Earth. And most of it hit Alderaan. *Id.* at 3a. Thus, Alderaan had a substantially close nexus to Solo's claims, rendering it a proper venue under Section 1391(b)(2). To hold otherwise would insert gaps between exclusive jurisdiction and the non-jurisdictional privilege of venue.

2. Holding that venue was improper in Alderaan introduces venue gaps for all future torts committed exclusively in outer space.

"A privilege of venue" granted by the very legislative body "that creates the right of action" cannot be frustrated "for reasons of convenience or expense." *Baltimore & O. R. Co. v. Kepner*, 314 U.S. 44, 54 (1941). "If it is deemed unjust, the remedy is legislative." *Id.* This precept is especially relevant for sweeping federal rights of action, where Congress relies on Section 1391 to ensure access to justice. So Congress's silence on venue in the CSLAA must not lead to venue gaps. *Cortez Byrd Chips, Inc. v. Bill Harbert Const. Co.*, 529 U.S. 193, 203 (2000) (addressing venue gaps in "actions [that] would not necessarily be barred for lack of jurisdiction," but "would be defeated by restrictions on venue" and holding that "anomalies like that are to be avoided"); *Beattie v. United States*, 756 F.2d 91, 104 (D.C. Cir. 1984) (construing the venue statute to avoid a venue gap in a controversy that occurred in Antarctica).

Venue gaps occur when courts read venue rules too narrowly, leaving entire categories of valid claims with no proper venue. Where Congress confers exclusive jurisdiction, as with the CSLAA, preventing venue gaps becomes even more crucial. *See* 51 U.S.C. § 50914(g). In interpreting Section 1391's predecessor, courts caused injustices by essentially creating categories of null claims. Before the 1990 amendment, Section 1391(b)(2) provided that a civil action may be brought in a judicial district "in which the claim arose." H.R. Rep. No. 101-734, at 23 (1990), *reprinted in* 1990 U.S.C.C.A.N. 6860, 6869. Problematically, courts ruled as if there could only be one district where a claim "arose," so defendants could manipulate

venue to dodge liability if plaintiffs chose the wrong district. But Congress terminated that problem. *Id.*

Congress acknowledged that venue can be proper in multiple districts and restructured Section 1391, deliberately replacing the old "district where the claim arose" language with the plural-friendly "a substantial part." *Id.* Section 1391's language "avoids the problem created by the frequent cases [under the old statute] in which substantial parts of the underlying events have occurred in *several* districts." *Id.* (emphasis added). Yet the Empire's position invites a return to that very problem.

If events in low Earth orbit above a state do not occur *in* that state, as the Empire proposes, then Congress created a venue gap for "CSLAA claims involving *only* outer-space conduct." Op. 26a. When Congress enacted the CSLAA, it was not blind to the reality that space launches may lead to exclusively outer-space conduct. To Congress, the sky was *not* the limit. *See* 51 U.S.C. § 50901(b)(1) (broadly promoting "the use of the space environment for peaceful purposes").

Additionally, Congress's broad CSLAA jurisdictional grant is incompatible with the odd result of the Empire's position, which insists on tethering outer-space torts to some Earth-based conduct. Accepting the Empire's argument creates a venue gap in *all* CSLAA claims based on actions taken in outer space *exclusively*. But Congress disfavors venue gaps, "which take away with one hand what Congress has given by way of jurisdictional grant with the other." *Smith v. United States*, 507 U.S. 197, 203 (1993).

Therefore, to avoid diluting Congress's broad grant of exclusive jurisdiction, this Court should avoid an application of the venue statute that risks creating venue gaps. This is exactly what the district court accomplished by holding that Alderaan was a proper venue under Section 1391(b)(2). Alternatively, venue was proper under Section 1391(b)(3).

3. Alternatively, Alderaan was a proper venue under Section 1391(b)(3).

Subsection (b)(3), the "little used" fallback provision, ensures that venue may properly lie in some federal district as long as personal jurisdiction exists. *Atl. Marine Constr. Co.*, 571 U.S. at 50. Subsection (b)(3) provides that "if there is no district in which an action may otherwise be brought" under Section 1391, the civil action may be brought in "any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action." 28 U.S.C. § 1391(b)(3).

Hence, even if venue was improper under Subsection (b)(2), Subsection (b)(3) "puts this case *back in Alderaan*." Op. 55a (Windu, J., concurring) (emphasis in original). Defendant Skywalker was subject to personal jurisdiction in Alderaan because "he intentionally entered U.S. airspace above Alderaan." Op. 55–56a. *See Olsen by Sheldon v. Gov't of Mexico*, 729 F.2d 641, 649 (9th Cir. 1984) (holding that a state properly exercised personal jurisdiction over a pilot who intentionally entered its airspace); *Cf. LeGrande v. United States*, 687 F.3d 800, 808 (7th Cir. 2012) (applying Ohio law to govern claims for injuries that occurred while an airplane was flying in Ohio airspace). Moreover, no one disputed personal jurisdiction here. Op. 16a. Thus, under Subsection (b)(3), venue was proper in Alderaan.

Lastly, the Empire failed to seek a venue transfer or a writ of mandamus. *See Atl. Marine Constr. Co.*, 571 U.S. at 53–54 (noting that the defendant moved to transfer and petitioned for a writ of mandamus when the court denied its motion to dismiss). This implies that the court's venue holding did not prejudice the Empire. And the district court had ample discretion not to transfer the case sua sponte. *Stewart Org., Inc. v. Ricoh Corp.*, 487 U.S. 22, 30–31 (1988) (holding that decisions to transfer are within the broad discretionary authority of the district courts).

Thus, even if the district court were somehow incorrect about venue, the Empire is not entitled to dismissal. The "spirit of the Federal Rules is that decisions on the merits should not be avoided on the basis of mere technicalities." *Parrish v. United States*, 605 U.S. 376, 388 (2025) (quotations omitted). Even in the face of technical defects, this Court has held that cases should proceed if there is no prejudice to the parties. *FirsTier Mortg. Co. v. Invs. Mortg. Ins. Co.*, 498 U.S. 269, 273 (1991).

In sum, the district court properly exercised venue in Alderaan. But even if it did not, valid judgments should not be dismissed for non-prejudicial technicalities at the expense of an injured party. The only party to be prejudiced by re-litigating is Solo, who has suffered serious injury to person and property. Op. 14a. The Empire's procedural gamesmanship using novel venue issues to obstruct Solo's path to justice should not be rewarded. Therefore, this Court should affirm the Sixteenth Circuit.

As to the second issue concerning the interpretation of the CSLAA, this Court should likewise affirm because the district court properly interpreted and applied the CSLAA to Solo's injury claims.

II. THE DISTRICT COURT PROPERLY INTERPRETED THE COMMERCIAL SPACE LAUNCH ACTIVITIES ACT AS IT APPLIES TO THIRD-PARTY INJURIES BY STRICTLY ADHERING TO THE STATUTORY TEXT IN LIGHT OF ITS PURPOSES AND CONSTRUING IT IN CONGRUENCE WITH THE UNITED STATES'S TREATY OBLIGATIONS.

The skyrocketing growth in the human spaceflight industry, bearing with it a sharp increase in dangerous space operations, prompted Congress to enact the CSLAA. The Act aims to regulate commercial space licenses, expand private sector involvement, support the "full range" of space-related activities, and most integrally, promote safety. *See* 51 U.S.C. § 50901(b). Foreseeing that dangerous, novel space operations would eventually cause serious injuries, Congress created a broad right of action for "death, bodily injury, or property damage . . . resulting from" space activities carried out under Government-issued licenses. *Id.* § 50914(g). "Any claim" for such injuries "shall be the exclusive jurisdiction of the Federal courts." *Id.* Sooner or later, Congress envisioned that an aggrieved plaintiff like Solo would invoke that jurisdiction. After all, a few decades ago, the world was astonished by rudimentary satellite technology—a mere speck in the sky compared to the vast space power of spaceflight corporations like the Empire. But to that great power, Congress attached even greater responsibilities.

Here, the lower courts properly interpreted the CSLAA in accordance with its plain meaning, effectuating its intended purpose: to compensate victims injured as a result of dangerous space activities carried out negligently with the Government's official blessing. Thus, for these four reasons, this Court should affirm the Sixteenth Circuit's holding that the Empire and the Government were liable for Solo's injuries.

First, the CSLAA governs Solo's injury claims. Second, the statutory text unambiguously imposes a "but-for" causation standard for third-party injury claims. Third, the Act must be interpreted in congruence with the United States's obligations under the Outer Space Treaty and the Liability Convention, both of which are devoid of proximate-cause language. And fourth, even if the CSLAA somehow requires proof of proximate causation, Solo still prevails because (1) his injuries were foreseeable; and (2) the strike on the DS-1 was *not* a superseding cause, so it did not relieve the Empire or the Government of liability.

A. The CSLAA governs Respondent Solo's claims for bodily injury and property damage.

The district court, as affirmed by the Sixteenth Circuit, properly concluded that the CSLAA applies to Solo's claims for bodily injury and property damage. Preliminarily, it bears emphasis that the dissent below's contention that the CSLAA does not apply to Solo's claims is unfounded. The dissent began by briefly arguing that the term "activity" should be limited to a launch or reentry, placing Solo's claims outside the scope of the CSLAA because his injuries did not occur "during" a launch or reentry. Op. 77a. That is incorrect.

First, in Section 50914(g)'s jurisdictional grant and Section 50915(a)'s liability provision, Congress could have easily used the specific phrase "launch or reentry." Instead, Congress repeatedly chose to use the *general* term "activity" without defining it. 51 U.S.C. § 50902. Accordingly, the most fitting canon of statutory interpretation is the "general terms canon." *See* Antonin Scalia & Bryan A. Garner, *Reading Law: The Interpretation of Legal Texts* 101 (2012).

The canon's crux is that legislators think it "useful to formulate categories without knowing all the items that may fit—or may later, *once invented*, come to fit—within those categories." *Id.* (emphasis added). By using the comprehensive term "activity," Congress planned for the distinct eventuality of novel space operations that might extend beyond a simple, one-off launch or reentry. This is amplified by the CSLAA's forward-looking purposes and themes of novelty, safety, and innovation. *See* 51 U.S.C. § 50901(b).

Second, the district court's interpretation is bolstered by the "Presumption Against Ineffectiveness" canon. Scalia & Garner, *supra*, at 63. This canon guides courts to employ textually permissible interpretations that advance, rather than restrict, the document's purpose. *Id.* Through the CSLAA, Congress endeavors to "protect the public health and safety" and the "safety of property," all while streamlining the "full range" of "space-related activities." 51 U.S.C. § 50901(a)(3)–(4). Thus, an unduly restrictive and atextual interpretation, like the dissent's, would risk both contravening protective legislative purposes and dispensing with any claims arising from the "full range" of space activities that may not technically qualify as one-time launches or reentries.

Therefore, Solo's claims fall squarely within the CSLAA's ambit, which governs through a but-for causation standard as supported by the statutory text, context, and this Court's jurisprudence.

B. The statutory text and context unambiguously impose a but-for causation standard for third-party injury claims.

Statutory interpretation "must begin with and ultimately heed, what a statute actually says." *Groff v. DeJoy*, 600 U.S. 447, 468 (2023). If the text is unambiguous, the inquiry "ends there as well." *BedRoc Ltd., LLC v. United States*, 541 U.S. 176, 183 (2004). Here, the CSLAA requires the Government to provide for the "payment of a successful claim (including reasonable litigation or settlement expenses) of a third party" against a licensee for bodily injury or property damage "resulting from an activity carried out under the license." 51 U.S.C. § 50915(a)(1).

The phrase "resulting from" is pivotal here because "one of the traditional background principles against which Congress legislates" is that the statutory phrase "results from" imposes a "but-for causation" requirement. *Burrage v. United States*, 571 U.S. 204, 214 (2014). Unless there is a textual or contextual indication to the contrary, the plain meaning of "resulting from" encloses simple, but-for causality. *See id.* This is how every single federal circuit[11] has interpreted causal language rooting from the word "result" across many statutory contexts. And Congress has not provided any textual or contextual contradictions that justify a deviation from the plain meaning of the phrase "resulting from."

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[11] *See United States v. Regeneron Pharm., Inc.*, 128 F.4th 324, 336 (1st Cir. 2025); *United States v. Felder*, 993 F.3d 57, 70 (2d Cir. 2021); *United States v. Jacobs*, 21 F.4th 106, 114 (3d Cir. 2021); *United States v. Alvarado*, 816 F.3d 242, 248 (4th Cir. 2016); *United States v. Salinas*, 918 F.3d 463, 466 (5th Cir. 2019); *United States ex rel. Martin v. Hathaway*, 63 F.4th 1043, 1052–55 (6th Cir. 2023); *United States v. Harden*, 893 F.3d 434, 448 (7th Cir. 2018); *United States ex rel. Cairns v. D.S. Med. LLC*, 42 F.4th 828, 834–35 (8th Cir. 2022); *United States v. Rosenow*, 50 F.4th 715, 739 (9th Cir. 2022); *United States v. Lowell*, 2 F.4th 1291, 1296 (10th Cir. 2021); *Lapham v. Walgreen Co.*, 88 F.4th 879, 892 (11th Cir. 2023); *Sinclair Wyoming Refining Co. v. EPA*, 114 F.4th 693, 709 (D.C. Cir. 2024); *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023).

1. Congress used the phrase "resulting from" in accordance with its ordinary meaning for which there is no contrary textual indication.

The CSLAA contains no textual contradiction to the ordinary meaning of "resulting from." This Court does "not lightly assume that Congress has omitted from its adopted text requirements that it nonetheless intends to apply." *Jama v. ICE*, 543 U.S. 335, 341 (2005). Nowhere in the CSLAA did Congress use or even hint at the terms "proximate" or "foreseeable." *See* 51 U.S.C. § 50901 *et seq.* And Congress "clearly kn[ows] how to add a proximate-cause requirement . . . when it wishe[s] to do so." *United States v. Burkholder*, 816 F.3d 607, 615 (10th Cir. 2016) (emphasizing that a "cursory survey" of federal statutes reveals numerous statutes that contain proximate cause language). Thus, the conspicuous avoidance of proximate-cause language is "very telling." *Id.*

Additionally, the phrase "resulting from" sheds light on the outcome—the *result* itself—rather than its probability or foreseeability. *See Burkholder*, 816 F.3d at 614 (stressing that "results from" evinces a concern with "whether something happened—not how or why it happened") (quoting *Dean v. United States*, 556 U.S. 568, 572 (2009)); *United States v. Houston*, 406 F.3d 1121, 1124 (9th Cir. 2005) (explaining that the phrase "results from" is "passive language" that "unambiguously eliminates any statutory requirement" of foreseeability).

Faced with an unambiguous text, Petitioners must resort to the unavailing contention that Section 50915(a)'s "successful claim" language should be considered a textual contradiction to the ordinary meaning of "resulting from." A successful claim, they might argue, can only be one that proves "traditional state-law" proximate

causation. Op. 78a. That argument, however, is a stretch at best and a distortion at worst. It strains the text to shoehorn the most restrictive meaning of a "successful claim," erroneously equating it with "a common-law tort claim that successfully proves proximate cause." But Congress neither wrote nor intended that. *See Bates v. United States*, 522 U.S. 23, 29 (1997) (noting that courts must "resist reading words or elements into a statute"). Petitioners' position quintessentially reads non-existent elements into a clear statute.

Also, the CSLAA expresses that a claim is successful if it secures a favorable judgment *or* a favorable settlement. *See* 51 U.S.C. § 50915(a)(1) (clarifying that litigation or settlement expenses are included in the Government's payment). Had Congress not provided a clarification, the call would have been closer. But when an interpretation "fits without strain, courts should not approve an interpretation that requires a shoehorn." *Demko v. United States*, 216 F.3d 1049, 1053 (Fed. Cir. 2000).

Here, Solo obtained an enforceable judgment against the Empire, so the Government must pay the determined amount of that judgment under Section 50915. Likewise, had the Empire settled Solo's claims—which would have had nothing to do with proving proximate cause—the result would be no different. To be sure, this argument does not directly support but-for causality. However, it directly *rules out* the contention that "successful claim" is somehow a textual contradiction to the ordinary meaning of "resulting from." Additionally, the specific context in which the phrase "resulting from" occurs and the CSLAA's broader context do not contradict, but rather support, its ordinary but-for meaning.

2. The CSLAA's context supports the lower courts' conclusion that the phrase "resulting from" encloses but-for causality.

"When a statutory provision includes an undefined causation requirement," this Court examines its context to decide whether it demands "only but-for cause as opposed to proximate cause." *Husted v. A. Philip Randolph Inst.*, 584 U.S. 756, 769 (2018). Precisely, the Court analyzes "the specific context" in which the language at stake is used, and "the broader context of the statute as a whole." *Robinson v. Shell Oil Co.*, 519 U.S. 337, 341 (1997). Here, both contexts support Solo's position.

Within the CSLAA, Congress used the phrase "resulting from" in the specific context of a liability provision. Section 50915(a)(1)'s essence is to compel the Government to share responsibility with its licensees. If plaintiffs can demonstrate that their injuries resulted from an activity carried out under a Government-issued license, the Government must pay for those injuries to the extent their cost exceeds the defendant-licensee's liability insurance. 51 U.S.C. § 50915(a)(1)(B). No qualifiers or any terminology suggestive of an interpretation narrower than but-for causality surround the phrase "resulting from." The only legal limit on the Government's payment is that it shall not pay claims arising from the licensee's "willful misconduct." *Id.* § 50915(a)(2). This was a prime opportunity for Congress to impose a proximate-cause limitation—it could have limited the Government's payment to claims for injuries that are foreseeable. But it did not.

Furthermore, focusing on the broader context of the CSLAA, Congress began by acknowledging that "space transportation is inherently risky." *Id.* § 50901(a)(12). With a "goal of safely opening space to the American people," Congress peculiarly

concerned itself with the ability of third-party plaintiffs to recover for their injuries. *Id.* § 50901(a)(10). It mandated that all space licensees "obtain liability insurance or demonstrate financial responsibility to compensate" for potential third-party losses. *Id.* § 50914(a)(1)(A). Congress's insistence on copious amounts of liability insurance, bolstered by its acknowledgment of the inherently dangerous nature of space operations and a desire to promote safety, speaks volumes to its broader purposes of facilitating recovery for third-party injuries like Solo's.

The CSLAA also draws sharp distinctions between (1) protected third parties, and (2) participating affiliates of licensees who are required to execute sweeping claim waivers. *See id.* § 50914(b)(1)(A) (referring to affiliates as "applicable parties" bound to sign a reciprocal waiver of claims). Affiliates include anyone carried on a licensed launch or reentry, and contractors, subcontractors, and customers. *Id.* § 50914(b)(1)(B)(i)–(iii). While third parties do not waive any claims, affiliates must agree to retain responsibility for *all* their injuries. *See id.* This is sensible because affiliates should assume the risk of their decisions to participate in licensees' dangerous space activities. Still, Congress permitted states to afford affiliates of licensees more legal protection than the CSLAA, which affords them virtually none. *See id.* § 50919(e)(2) (allowing states to adopt regulations "more stringent than" a "regulation prescribed under [the CSLAA]"). As a result, some states enacted laws limiting liability between spaceflight licensees and their affiliates.[12]

[12] *See, e.g.*, Colo. Rev. Stat. § 41-6-101 (2024); Fla. Stat. § 331.501 (2025); N.M. Stat. §§ 41-14-2 (2024); Okla. Stat. tit. 3, § 352 (2024); Tex. Civ. Prac. & Rem. Code §§ 100A.001–.003 (2024); Va. Code §§ 8.01-227.8–.10 (2007).

For example, some states require affiliates to waive all claims except those for injuries proximately caused by the gross negligence of licensees. *See id.* But no states have attempted to regulate *third-party* claims like Solo's, reflecting an understanding that Congress prescribed a but-for standard, especially when it expressly preempted any "inconsistent" state "law, regulation, *standard*, or order." (emphasis added). 51 U.S.C. § 50919(e)(1). Additionally, this is not the first time Congress enacted a specialized federal statute that preempts inconsistent state standards.

Much like the CSLAA covers space accidents, the Price-Anderson Act covers nuclear accidents. 42 U.S.C. § 2210. The CSLAA aims to protect public safety and encourage spaceflight development, 51 U.S.C. § 50901(b)(3); the Price-Anderson Act likewise aims to "protect the public" and "encourage" "atomic energy" development. 42 U.S.C. § 2012. Both statutes feature a federal interest "so dominant" that it falls under the "exclusive governance" of federal law. *Arizona v. United States*, 567 U.S. 387, 399 (2012). Hence, any "different state standard would be preempted" in fields of law that are "occupied by federal regulation." *O'Conner v. Commw. Edison Co.*, 13 F.3d 1090, 1094 (7th Cir. 1994).

Therefore, the CSLAA's plain text, the specific context of the phrase "resulting from," and the broader context of the statute demonstrate that the proper standard for third-party claims is but-for causation. This conclusion is also bolstered by the predominant federal interest in regulating space activities and the express preemption of inconsistent common-law standards. Furthermore, this Court's jurisprudence interpreting similar statutes supports the lower courts' holdings.

3. This Court has interpreted a similarly drafted statute to exclude proof of common law proximate causation.

The "ancient and simple" but-for test, according to this Court, "supplies the default or background rule against which Congress is presumed to legislate," especially when creating a new right of action. *Comcast Corp. v. Nat'l. Assn. of African Am.-Owned Media*, 589 U.S. 327, 332 (2020). Although the judiciary has not grappled with the CSLAA before, this Court can find guidance in its own jurisprudence in *CSX Transportation, Inc. v. McBride*, 564 U.S. 685 (2011).

In *McBride*, the Court interpreted this: "*resulting* in whole or in part *from*" railroad negligence. *Id.* at 691. (emphasis added). Reasoning that the purpose of that phrase was to "loosen constraints on recovery," the Court expressly declined to "hark back to stock, judge-made proximate-cause formulations." *Id.* at 702–03. It held that the straightforward language excluded proximate cause, which it described as a "harsh and technical" common law rule. *Id.* at 695 (quoting *Trainmen v. Virginia ex rel. Va. State Bar*, 377 U.S. 1, 3 (1964)).

Recently, the Federal Circuit expounded on this Court's jurisprudence related to the phrase "resulting from." *Spicer*, 61 F.4th at 1363. The court interpreted the following language to require but-for causality: "the [Government] will pay a veteran '[f]or disability resulting from personal injury . . . .'" *Id.* (quoting 38 U.S.C. § 1110). Noting the lack of qualifiers or exceptions, the court explained that "Congress legislates knowing that the phrase 'resulting from' means but-for causation." *Id.* at 1363–64.

If a statute uses a term that has received authoritative construction by a court of last resort, or a uniform construction by inferior courts, that term "must be understood according to that construction." Scalia & Garner, *supra*, at 322; *see also Bragdon v. Abbott*, 524 U.S. 624, 645 (1998). The CSLAA's language is nearly identical to what this Court interpreted in *McBride* and what the Federal Circuit interpreted in *Spicer*—both of which enclosed but-for causality and excluded proximate cause.

In sum, Congress provided no reason to stray from the plain interpretation of the statutory phrase "resulting from." The CSLAA's text, context, and purposes strongly support the district court's interpretation. However, if the Court concludes otherwise, it should seek interpretive guidance from the major space treaties: the Outer Space Treaty (OST) of 1967,[13] and the Liability Convention of 1972.[14]

C. The CSLAA must be interpreted in congruence with the space treaty obligations of the United States.

Generally, congressional legislation is carefully construed "to avoid violating international law." *Kim Ho Ma v. Ashcroft*, 257 F.3d 1095, 1114 (9th Cir. 2001). The general rule is especially important here as Congress seeks to "ensure compliance" with the Government's "international obligations" generally, and to carry out the CSLAA "consistent with an obligation the . . . Government assumes in a treaty, convention, or agreement." 51 U.S.C. §§ 50901(a)(7), 50919(e)(1). It is axiomatic that

[13] 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, T.I.A.S No. 6347 [OST].

[14] Convention on International Liability for Damage Caused by Space Objects, Mar. 29, 1972, T.I.A.S. No. 7762 [Liability Convention].

Congress had the OST and the Liability Convention in mind because it explicitly referenced the Government's treaty obligations. *Id.* Thus, through the CSLAA, Congress cemented the United States's commitment to its international obligations. *See Bennett v. Islamic Republic of Iran*, 618 F.3d 19, 23–24 (D.C. Cir. 2010) (stressing that a "fundamental canon of statutory interpretation" is that a treaty cannot be modified by a statute unless Congress so clearly states). Here, Congress stated that it wishes to *adhere* to the space treaties, not modify them or renege on them.

The OST and Liability Convention may not be privately enforceable because they are not "self-executing." *See Republic of Marshall Islands v. United States*, 865 F.3d 1187, 1192 (9th Cir. 2017). But they apply to "aid in the proper construction of the [CSLAA]." *Hopson v. Kreps*, 622 F.2d 1375, 1380 (9th Cir. 1980); *see also* Restatement (Third) of the Foreign Relations Law of the United States § 114 (1987) (explaining that a federal statute must be construed not to conflict with international law or an international agreement).

1. This Court should apply the Charming Betsy canon of interpretation to avoid construing the CSLAA in conflict with international law.

Since its inception, this Court has recognized that "an act of congress ought never to be construed to violate the law of nations, if any other possible construction remains." *Murray v. Schooner Charming Betsy*, 6 U.S. (2 Cranch) 64, 118 (1804). Coined the Charming Betsy canon,[15] this "long-heeded admonition of Mr. Chief Justice Marshall" has become a well-established "maxim of statutory construction."

[15] Rebecca Crootof, *Judicious Influence: Non-Self-Executing Treaties and the Charming Betsy Canon*, 120 Yale L.J. 1784 (2011).

Lauritzen v. Larsen, 345 U.S. 571, 578 (1953); *Weinberger v. Rossi*, 456 U.S. 25, 32 (1982) (holding that even an international executive agreement may serve as a statutory construction aid to avoid negative foreign implications).

This Court has found the Charming Betsy canon uniquely valuable in "highly charged international circumstances." *McCulloch v. Sociedad Nacional de Marineros de Honduras*, 372 U.S. 10, 22 (1963). This renders the canon of utmost importance here given the "international outrage" and "worldwide protests" against the DS-1. Op. 3a, 69a. Hence, this Court should apply the Charming Betsy canon.

2. The Charming Betsy canon exerts a negative force on the CSLAA, counseling against an interpretation that incorporates proximate cause.

Although non-self-executing treaties do not affirmatively dictate the meaning of federal statutes, these treaties serve as guidelines to steer courts away from meanings that pit federal statutes against international laws. *See Al-Bihani v. Obama*, 619 F.3d 1, 7 (D.C. Cir. 2010) (Brown, J., concurring) (explaining that the Charming Betsy "exerts a negative force on the meaning of statutes, pushing them away from meanings that would conflict with international law"). The space treaties, through the Charming Betsy canon, exert a negative force on a construction of the CSLAA that interpolates proximate causation.

The OST, known as "the constitution of outer space," is the "main base for the legal order of the space environment."[16] It imposes on nations international responsibility for all outer-space "activities" carried out by private or governmental

[16] Colby C. Nuttall, *Defining International Satellite Communications As Weapons of Mass Destruction: The First Step in A Compromise Between National Sovereignty and the Free Flow of Ideas*, 27 Hous. J. Intl. L. 389, 398 n.27 (2005).

entities. *See* Outer Space Treaty, *supra* note 13, art. VI. All OST parties are liable for damage to "natural or juridical" persons regardless of where it occurs. *Id.* Further, the Liability Convention renders launching governments liable for any damage by private entities anywhere outside Earth's surface, provided that there is some "fault." Liability Convention, *supra* note 14, art. I–III. Thus, the most paramount word here is "fault."

"The interpretation of a treaty, like the interpretation of a statute, begins with its text." *Medellin v. Texas*, 552 U.S. 491, 506 (2008). Here, the OST and Liability Convention are devoid of language supporting proximate causation or any other language that could tighten constraints on recovery. Moreover, around the time the United States signed the Liability Convention, the word "fault" was defined as "an error or defect of judgment or of conduct," or "any deviation from prudence, duty, or rectitude." *Fault*, *Black's Law Dictionary* (4th ed. 1968); *see also Milliken v. Fenderson*, 86 A. 174, 175 (Me. 1913) (the "lexical meaning of the word 'fault' is defect or failing"). That definition has not changed. *Fault, Black's Law Dictionary* (12th ed. 2024). Even internationally, "fault" means any violation of any duty of care. *See, e.g.*, *Baarbé v. Syrian Arab Republic*, 679 F. Supp. 3d 303, 423 (E.D.N.C. 2023) (interpreting French law). Here, the Empire was at "fault" by negligently designing the DS-1. It breached its general duty of care by designing and building the world's largest defective space station.

Under the OST and Liability Convention, if an applicant-nation decided to sue the Federal Government in the International Court of Justice for damage resulting

from the explosion of the DS-1, the applicant-nation would succeed in recovering for that damage without proving proximate cause because "fault" is established. Thus, the same result *should* follow if an aggrieved plaintiff were to sue for the same damage under the CSLAA. The same result *would* follow under the district court's interpretation, which rightfully declined to read in a judge-made proximate-cause formulation. Thus, by affirming the lower courts, this Court would ensure that the CSLAA is not pitted against any international treaties it references.

Petitioners might argue that the Liability Convention is ambiguous. If so, then this Court would analyze the treaty's negotiations as "aids to its interpretation." *Medellin*, 552 U.S. at 507 (quoting *Zicherman v. Korean Air Lines Co.*, 516 U.S. 217, 226 (1996)). Throughout the negotiations, the U.S. Government advocated for a system of strict national liability for *all* damage regardless of its location. Mark S. Firestone, *Problems in the Resolution of Disputes Concerning Damage Caused in Outer Space*, 59 Tul. L. Rev. 747, 753 (1985) (citing United Nations records). The Government, although somewhat ironic given its position in this case, was rightfully concerned with the difficulty of proving negligence in outer space, which might explain its resistance to a restrictive causation standard. *See id.*

So, on a linear spectrum for which the opposite ends are strict liability and proximate causation, the negotiations fell between the strict liability end and the median point, which would be but-for causation. *See id.* at 749–50 nn. 12–15 (citing United Nations records detailing the proposals of several nations).

Therefore, neither the Liability Convention nor its negotiations aid Petitioners' position here. Under the Charming Betsy canon, the OST and Liability Convention exert a negative force on the CSLAA's interpretation, steering the judiciary away from a construction that could conflict with the Federal Government's international agreements and obligations. Reading amorphous and inconsistent proximate causation rules into the CSLAA would risk flouting the United States's commitment to the international responsibility it bears under the OST and Liability Convention.

The CSLAA's text, context, and its relation to the space treaties support a but-for causation standard for third-party claims. Under this standard, Solo prevails.

3. But for Petitioner Galactic Empire's negligence, Respondent Solo would not have been injured.

The Empire's negligence was a but-for cause of Solo's injuries as long as it was a substantial factor without which the injuries would not have occurred. *See Petersen v. Johnson*, 57 F.4th 225, 236 (5th Cir. 2023); *Hakim v. Safariland, LLC*, 79 F.4th 861, 872 (7th Cir. 2023). The but-for test calls for changing one factor at a time to see if the outcome would change without it; if the outcome does change, that factor is a but-for cause. *Bostock v. Clayton County*, 590 U.S. 644, 656 (2020).

Without the Empire's negligence in defectively designing the DS-1, Solo would not have been injured because the DS-1 would not have exploded. Therefore, Solo prevails under the but-for test, which is the appropriate test for third-party injuries. Because Solo's injuries resulted from the Empire's negligence, his claims stand, and the Government must pay according to its share under the statute. *See* 51 U.S.C.

§ 50915(a)(1). However, even if this Court concludes that the CSLAA incorporates proximate causation, Solo still prevails.

D. Even if the CSLAA somehow requires proof of proximate cause, Respondent Solo still prevails.

The district court achieved an unimpeachable disposition of this case. Although it correctly held that the CSLAA causation standard was but-for, it still instructed the jury on proximate cause to reduce the likelihood of a new trial in the unlikely event that its statutory interpretation holding is reversed. *See Interex Corp. v. Atl. Mut. Ins. Co.*, 874 F. Supp. 1406, 1408 (D. Mass. 1995). And the jury rightfully found that (1) the Empire's negligence proximately caused Solo's injuries; and (2) the strike on the DS-1 was not a superseding cause.

1. Proximate cause and superseding cause are questions of fact reserved for the trier of fact.

Proximate cause is nearly always a question of fact that belongs to the jury. *See Milwaukee & St. P.R. Co. v. Kellogg*, 94 U.S. 469, 474 (1876); *Orr v. S. Pac. Co.*, 226 F.2d 841, 843 (9th Cir. 1955) ("a finding of proximate cause is one peculiarly within the province of the jury"). Courts are highly reluctant to treat proximate cause as a question of law and generally do so "where reasonable minds can arrive at only one conclusion." *DeLuna v. Mower County*, 936 F.3d 711, 717 (8th Cir. 2019). Thus, only in "extreme circumstances" may judges resolve proximate cause as a matter of law. *Shick v. Ill. Dept. of Hum. Servs.*, 307 F.3d 605, 615 (7th Cir. 2002). This case is not one of those circumstances because the evidence "amply supported" the jury verdict, as several judges sensibly opined. Op. 48a.

As a result, Petitioners must now surmount the arduous hurdle of challenging the jury's finding. To prevail on proximate cause as a matter of law, they must show that a reasonable jury would lack a legally sufficient basis to find for Solo. *Kim v. Am. Honda Motor Co.*, 86 F.4th 150, 159 (5th Cir. 2023). This, they cannot do.

2. A reasonable jury would have a sufficient basis to find that a strike on the DS-1 was foreseeable and did not constitute a superseding cause.

Proximate cause, according to this Court, encapsulates the following precept: Because of "convenience" and "public policy," the common law "arbitrarily declines to trace a series of events beyond a certain point." *McBride*, 564 U.S. at 694 (quoting *Palsgraf v. Long Island R. Co.*, 162 N.E. 99, 103 (1928) (Andrews, J., dissenting)) (citation modified). The Court has categorized it as a "judicial tool[] used to limit a person's responsibility for the consequences of that person's own acts." *Holmes v. Sec. Inv. Protec. Corp.*, 503 U.S. 258, 268 (1992). Superseding cause is a closely related doctrine analyzed in conjunction with proximate cause. *Exxon Co., U.S.A. v. Sofec, Inc.*, 517 U.S. 830, 836 (1996).

Courts have held that superseding cause "is so inextricably tied to [proximate] causation" that "it is difficult to imagine a circumstance where [it] would not be one for the trier of fact." *Travelers Cas. & Sur. Co. of Am. v. Ernst & Young LLP*, 542 F.3d 475, 487 (5th Cir. 2008). Regardless, proximate cause and superseding cause together connote the following general rule: Where a defendant's negligence substantially contributes to an injury but an unforeseeable intervention brings about the injury, that intervention supersedes to cut off the liability of the original, negligent defendant. *See Exxon*, 517 U.S. at 836–37.

Petitioners contend that the strike on the DS-1 was a superseding cause because it was unforeseeable, drawing attention to the exact manner in which the DS-1 was attacked and the exact permutation in which the explosion injured Solo. But that is not the proper standard. Instead, a reasonable jury only needed to find that the destruction of the DS-1 was foreseeable and that the design defect leading to its explosion could foreseeably cause serious injuries. *See Griggs v. Firestone Tire & Rubber Co.*, 513 F.2d 851, 861 (8th Cir. 1975) (explaining that the standard "does not require precision in foreseeing the exact hazard or consequence" that transpires, but "one of the kind of consequences" that may be reasonably foreseen); *Paroline v. United States*, 572 U.S. 434, 445 (2014) (explaining that proximate cause precludes liability where the consequence of a defendant's action "is more aptly described as mere fortuity").

Here, assuming that the strike on the DS-1 is an intervening tort or crime, it is *not* a superseding cause. Alderaanian law provides that a third person's tort or crime is not superseding if the originally negligent actor "realized or should have realized the likelihood that" a "third person might avail himself" of the original actor's negligence "to commit such a tort or crime." Restatement (Second) of Torts § 448. In arguing that the strike on the DS-1 was unforeseeable, the dissent heavily banked on one Restatement factor, which asks whether the "operation or the consequences" of an intervening action "appear after the event to be extraordinary rather than normal in view of the circumstances existing at the time of its operation." *Id.* § 442(b).

At the outset, nearly everything about this case is extraordinary, making it difficult to gauge exactly what is "normal" under the circumstances. Nonetheless, the means, motive, and opportunity to attack the DS-1 were all foreseeable, and a reasonable jury could find that the Empire should have realized that one of its many opposers would capitalize on its negligence.

First, the means to destroy outer-space objects are widely available as every space-faring nation regularly bears and uses space weapons.[17] The U.S. Government itself has previously used space weapons to destroy satellites. Case in point, the Government once equipped an F-15 fighter jet with a special missile designed to obliterate satellites and fired a one-in-a-million shot that traveled 500 kilometers to hit and explode a satellite.[18] And the Government knew that other nations possessed similar technical capabilities. *See id.* Hence, any "technical" difficulties with the attack on the DS-1 do not render it unforeseeable.

Second, the motive to disable the DS-1 was wide-spread. The Empire made no secret of the DS-1, proclaiming to the world that it was building a giant, dangerous, and asteroid-destroying station to hover over Earth. Op. 3a. It would be unreasonable for the Empire—a sophisticated corporation with unusual spaceflight prowess—to claim oblivion to the "international outrage" it faced. *Id.* Disregarding "worldwide protests" and accusations of placing a "weapon of mass destruction" in outer space,

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[17] Bogdan Stojanovic, *Astropolitics and the militarisation of space: The new arms race?*, Diplo, https://www.diplomacy.edu/blog/militarisation-of-space/ (Jan. 20, 2025).

[18] *Vought ASM-135A Antisatellite Missile*, Nat'l Museum of the U.S. Air Force, https://www.nationalmuseum.af.mil/Visit/Museum-Exhibits/Fact-Sheets/ (last visited Nov. 17, 2025).

the Empire powered through building the DS-1, which many nations decried as "the Death Star." Op. 59a. Not to mention the opposition by environmental groups, the belief that the DS-1 would be counter-productive by increasing the risk of asteroid damage, and the Empire's textbook violation of the OST's prohibition on outer-space weapons of mass destruction. Op. 60a.

Moreover, the DS-1 was so massive that it *appeared* even larger than the Moon. To illustrate, the DS-1 was just twenty-five times smaller than the Moon, Op. 60a, but it was orbiting about 835 times closer to Earth when it exploded.[19] The world saw a sphere appearing larger than the Moon with a "superlaser" that could destroy asteroids. Op. 8a. It was a threat hanging over people's heads, justifying the fear that were the DS-1 to de-orbit, the consequences would be uglier than what most could imagine. Op. 60a. With how "highly controversial" and publicly scrutinized the DS-1 was, a motive for its destruction was foreseeable. Op. 59a.

Next, the Empire apparently tried to keep the information about the DS-1's dangerous design defect away from "those thought to have the *means* and *desire* to take advantage of the design flaw." Op. 13a. (emphasis added). First, this conduct shows that the Empire had reason to know that someone could and would have attacked the DS-1 if the information about its defect were leaked, which cuts against its position on foreseeability. Second, no matter how private the Empire kept that information, hacks or breaches are considered foreseeable. *See In re Equifax, Inc.,*

[19] *See Beginner's Guide to Aeronautics: Moon*, NASA Glenn Research Center, https://www1.grc.nasa.gov/beginners-guide-to-aeronautics/moon/ (July 7, 2025) (detailing the Moon's size and orbit distance of 384,000 kilometers). Because the DS-1 was orbiting at an altitude of 460 kilometers, Op. 8a, it was 834.78 times closer to Earth than the Moon is.

Customer Data Sec. Breach Litig., 362 F. Supp. 3d 1295, 1320 (N.D. Ga. 2019) (holding that the actions of criminal cyberhackers leaking sensitive data were foreseeable given the many well-publicized data breaches at major corporations).

Still, the dissent below claimed that only "three billionaires" had the financial ability to launch into space, and that Skywalker was not one of them. Op. 82a (Walt, J., dissenting). But Skywalker was widely regarded as "one of the best space pilots on Earth," so he was more than able to launch into space. Op. 5a. That he became an insurgent is not beyond the realm of foreseeability given the movement against the DS-1. And what made the strike on the DS-1 even more foreseeable is that Skywalker did not have to attack any humans because only specialized *robots* were building the DS-1. Inherently, an attack on inanimate property is more foreseeable than an attack on humans. Therefore, the Empire either realized or should have realized that the force of global distrust and outrage would boil over to end the DS-1, especially in an era where humans regularly explore outer space and where space weapons not only exist, but are used repeatedly.

Lastly, Petitioners might rely on fertilizer bomb cases like *Port Auth. of N.Y. and N.J. v. Arcadian Corp.*, 991 F. Supp. 390, 410 (D.N.J. 1997) (holding that a fertilizer manufacturer could not be liable for the acts of terrorists who purchased fertilizer from middlemen to use as a bomb ingredient). That case is distinguishable. In *Port Auth.*, no amount of care by the fertilizer manufacturer could have prevented the harm, so its negligence did not specifically enable the terrorists' actions. *Id.* Here, however, the Empire's negligence is precisely what enabled the DS-1 explosion. *See*

Restatement (Second) of Torts § 442(c) (asking whether "the intervening force" operated "independently of any situation created by the actor's negligence").

The intervening force, Skywalker, only operated *dependently* on a situation created by the Empire's negligence. It would have been impossible for Skywalker to fire an annihilating shot without him knowing that the Empire defectively designed the DS-1 and kept it in place. Further, *Port Auth.* was decided on the pleadings, so there was no jury verdict to weigh. 991 F. Supp. at 410. But here, the jury has spoken.

Finally, even though the CSLAA requires only but-for causation, a reasonable jury could and did find that the Empire's negligence proximately caused Solo's injuries and that the strike on the DS-1 was not a superseding cause. The district court correctly interpreted the CSLAA, and alternatively, properly instructed the jury on proximate causation to avoid an unduly taxing repetition of this litigation.

CONCLUSION

Zero gravity does not alter the scales of justice. In this unprecedented case, the Empire negligently wielded immense space power. When one of its many enemies capitalized on its negligence, a catastrophe ensued from which Solo's injuries resulted. To reach the just balance between human space power and the fundamental responsibility that accompanies it, Mr. Han Solo respectfully requests that this Court affirm the Sixteenth Circuit.

November 17, 2025.

Respectfully submitted,

Team 97,

Counsel for Respondent.

STATUTORY APPENDIX

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28 U.S.C. § 1391 - Venue generally

(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 - Findings and purposes

(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;

(2) private applications of space technology have achieved a significant level of commercial and economic activity and offer the potential for growth in the future, particularly in the United States;

(3)new and innovative equipment and services are being sought, produced, and offered by entrepreneurs in telecommunications, information services, microgravity research, human space flight, and remote sensing technologies;

(4) the private sector in the United States has the capability of developing and providing private launching, reentry, and associated services that would complement the launching, reentry, and associated capabilities of the United States Government;

(5) the development of commercial launch vehicles, reentry vehicles, and associated services would enable the United States to retain its competitive position internationally, contributing to the national interest and economic well-being of the United States;

* * *

(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;

* * *

(10) the goal of safely opening space to the American people and their private commercial, scientific, and cultural enterprises should guide Federal space investments, policies, and regulations;

* * *

(12) space transportation is inherently risky, and the future of the commercial human space flight industry will depend on its ability to continually improve its safety performance;

* * *

(b) Purposes.—The purposes of this chapter are—

(1) to promote economic growth and entrepreneurial activity through use of the space environment for peaceful purposes;

(2) to encourage the United States private sector to provide launch vehicles, reentry vehicles, and associated services by—

(A) simplifying and expediting the issuance and transfer of commercial licenses;

(B) facilitating and encouraging the use of Government-developed space technology; and

(C) promoting the continuous improvement of the safety of launch vehicles designed to carry humans, including through the issuance of regulations, to the extent permitted by this chapter;

(3) to provide that the Secretary of Transportation is to oversee and coordinate the conduct of commercial launch and reentry operations, issue permits and commercial licenses and transfer commercial licenses authorizing those operations, and protect the public health and safety, safety of property, and national security and foreign policy interests of the United States; and

(4) to facilitate the strengthening and expansion of the United States space transportation infrastructure, including the enhancement of United States launch sites and launch-site support facilities, and development of reentry sites, with Government, State, and private sector involvement, to support the full range of United States space-related activities.

51 U.S.C. § 50914 - 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.

* * *

(b) Reciprocal Waiver of Claims.—

(1) [Blank in Original]

(A) A launch or reentry license issued or transferred under this chapter shall contain a provision requiring the licensee or transferee to make a reciprocal waiver of claims with applicable parties involved in launch services or reentry services under which each party to the waiver agrees to be responsible for personal injury to, death of, or property damage or loss sustained by it or its own employees resulting from an activity carried out under the applicable license.

(B) In this paragraph, the term "applicable parties" means—

(i) contractors, subcontractors, and customers of the licensee or transferee;

(ii) contractors and subcontractors of the customers; and

(iii) space flight participants.

* * *

(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 - 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.

(2) The Secretary may not provide for paying a part of a claim for which death, bodily injury, or property damage or loss results from willful misconduct by the licensee or transferee . . . .

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51 U.S.C. § 50919 - Relationship to other executive agencies, laws, and international obligations

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(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.

* * *

(e) Foreign Countries.—The Secretary of Transportation shall—

(1) carry out this chapter consistent with an obligation the United States Government assumes in a treaty, convention, or agreement in force between the Government and the government of a foreign country; and

(2) consider applicable laws and requirements of a foreign country when carrying out this chapter.

* * *

Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies

Done at Washington, London, and Moscow January 27, 1967; Ratification advised by the Senate of the United States of America April 25, 1967; Ratified by the President of the United States of America May 24, 1967; Ratification of the United States of America deposited at Washington, London, and Moscow October 10, 1967; Proclaimed by the President of the United States of America October 10, 1967; Entered into force October 10, 1967.

Article I

The exploration and use of outer space, including the moon and other celestial bodies, shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development, and shall be the province of all mankind.

Outer space, including the moon and other celestial bodies, shall be free for exploration and use by all States without discrimination of any kind, on a basis of equality and in accordance with international law, and there shall be free access to all areas of celestial bodies.

There shall be freedom of scientific investigation in outer space, including the moon and other celestial bodies, and States shall facilitate and encourage international co-operation in such investigation.

Article II

Outer space, including the moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means.

* * *

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. . . .

* * *

Convention on International Liability for Damage Caused by Space Objects

Done at Washington, London, and Moscow March 29, 1972; Ratification advised by the Senate of the United States of America October 6, 1972; Ratified by the President of the United States of America May 18, 1973; Ratification of the United States of America deposited at Washington, London, and Moscow October 9, 1973; Proclaimed by the President of the United States of America November 21, 1973; Entered into force with respect to the United States of America October 9, 1973.

Article I

For the purposes of this Convention:

(a) The term "damage" means loss of life, personal injury or other impairment of health; or loss of or damage to property of States or persons, natural or juridical, or property of international intergovernmental organizations;

(b) The term "launching" includes attempted launching;

(c) The term "launching State" means:

(i) A State which launches or procures the launching of a space object;

(ii) A State from whose territory or facility a space object is launched;

(d) The term "space object" includes component parts of a space object as well as its launch vehicle and parts thereof.

Article II

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

Article III

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

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