No. 24-2187

IN THE

Supreme Court of the United States

GALACTIC EMPIRE, INC. & UNITED STATES

Petitioners,

v.

HAN SOLO

Respondent.

ON WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS
FOR THE SIXTEENTH CIRCUIT

BRIEF FOR RESPONDENTS

TEAM 22

Counsel for Respondent

QUESTIONS PRESENTED

1. Solo brought a claim against the Empire in the District Court for the District of Alderaan for negligence under the Commercial Space Launch Activities Acts which grants the federal courts exclusive jurisdiction over such actions. The district court found venue to be proper under the general venue statute 28 U.S.C. §1391 in the absence of a special venue statute accompanying the act. Did the district court properly apply 28 U.S.C. §1391 to events or omissions that occur in outer space?

2. The Commercial Space Launch Activities Act regulates space launches and operations by parties in the United States. The district court denied the Empire's motion for renewed judgement as a matter of law by applying the Commercial Space Launch Activities Act to this case, involving an object in orbit, using a but-for causation standard. Was the district court's denial a correct application of the CSLAA with the correct causation standard?

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The opinion of the United States Court of Appeals for the Sixteenth Circuit is unpublished but may be found at *Galactic Empire, Inc. & United States v. Solo*, No. 22-cv-1138 (16th Cir. May 4, 2023). The opinion of the United States District Court for the District of Alderaan is unpublished and unavailable.

STATEMENT OF JURISDICTION

The United States Court of Appeals for the Sixteenth Circuit issued its opinion on May 4, 2023. Petitioners timely filed a writ of certiorari, and this Court granted certiorari on October 6, 2025. This Court has jurisdiction under 28 U.S.C. § 1254(1).

STATUTES INVOLVED

The applicable sections of the Commercial Space Launch Activities Act, 51 U.S.C. §§ 50901, 50914, 50915, provide, in pertinent parts:

§ 50901. Findings and purposes

(a) Findings. Congress finds that –

> **(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;
>
> **(11)** private industry has begun to develop commercial launch vehicles capable of carrying human beings into space and greater private investment in these efforts will stimulate the Nation's commercial space transportation as a whole;

(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;

(14) the public interest is served by creating a clear legal, regulatory, and safety regime for commercial human space flight; and

(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 associates 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 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.

§ 50914. Liability insurance and financial responsibility requirements

(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.

§ 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 (2) of this section, the Secretary of Transportation shall provide for the payment by the United States Government of a successful claims (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 issues or transferred under this chapter for death, bodily injury, or property damage or loss resulting from an activity carried out under the license.

The general venue statute, 28 U.S.C. § 1391, provides, in pertinent parts:

(a) Applicability of section. Except as otherwise provided by law –

(1) this section shall govern the venue of all civil actions brought in district courts of the United States;

(2) the proper venue for a civil action shall be determined without regard to whether the action is local or transitory in nature.

(b) Venue in general. A civil action may be brought in –

(1) a judicial district in which any defendant resides, if all defendants are residents of the State in which the district is located;

(2) a judicial district in which a substantial part of the events or omission giving rise to the claim occurred, or a substantial part of the property that is the subject of the action it 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.

STATEMENT OF THE CASE

In 2012, the Empire Inc., an American company headquartered in Mountain View, California, announced plans to build the DS-1, a massive space station with the purported purpose of destroying approaching asteroids before they hit Earth. California. *Galactic Empire, Inc., & United States v. Solo*, No. 22-cv-1138, op. at 7a, 8a (16th Cir. May 4, 2023). To destroy asteroids, the DS-1 had 8 tributary lasers that converged to form a single super-laser. *Id.* at 7a. The international community was outraged at the DS-1's production because it was perceived to be a weapon of mass destruction deployed in Earth's orbit. *Id.* at 3a. Despite the international pushback, the Empire proceeded to construct the DS-1. *Id.*

The Empire had to build the DS-1 in low-Earth orbit because it was too large to be built on Earth. *Id.* at 8a. Consequently, they launched construction materials from Earth into low-earth orbit, where robotic spiders used those materials to build

the DS-1. *Id.* Most of the launches occurred in the State of California. *Id.* at 13a. No launch occurred in the State of Alderaan. *Id.* at 13a. To launch materials into orbit, the Empire obtained launch licenses from the United States under the Commercial Space Launch Activities Act (the "CSLAA"). *Id* at. 11a.

The DS-1 contained a major design defect that the Empire knew about, but attempted to keep quiet at the time of the DS-1's destruction. *Id.* at 13a. One of the thermal exhaust ports was designed in such a way that if it sustained a direct hit from a proton torpedo, it would destroy the entire DS-1. *Id.*

Despite the Empire's efforts to the contrary, a company called Alianza Rebelde S.A. ("Alianza") learned about the design flaw and conspired with Luke Skywalker to exploit it. *Id.* Alianza is a former Guatemalan company headquartered is in Tikal, Guatemala who dispatched their best pilot, Luke Skywalker into outer space to destroy the DS-1. *Id.* at 5a, 13a.

Skywalker, a citizen of Tatooine, Tunisia, attacked the DS-1 and successfully detonated a proton torpedo in the flawed exhaust port. *Id.* at 5a, 13a. Moments after the detonation, the DS-1 exploded while in orbit into many fragments. *Id.* At the time of the explosion, Han Solo was flying in his personal starship, the Millenium Falcon, in the airspace directly above Alderaan. *Id.* at 3a. He was struck by fragments of the destroyed DS-1 and sustained both bodily injury and property damage. *Id.* at 13a. The collision resulted in the complete destruction of the Millenium Falcon's navigational computer. *Id.* at 14a.

Solo filed suit in the United States District Court for the District of Alderaan against Skywalker, Alianza, the Republic of Guatemala and the Empire for bodily injury and property damage. *Id.* at 4a. Solo sued Skywalker for negligence in failing to consider the effects of his attack against the DS-1 upon other satellites and spacecraft in the vicinity. *Id.* at 5a. Solo sued Alianza for respondeat superior liability as Skywalker's alleged employer, for civil conspiracy, and for negligently entrusting a starfighter to Skywalker. *Id.* Solo sued the Republic of Guatemala under the theory that Skywalker acted as an employee or agent of the Guatemala government, or alternatively, that that Guatemala engaged in a conspiracy with Skywalker and Alianza. *Id.* The United States intervened in the lawsuit to help defend the Empire. *Id.* at 12a.

Skywalker and Alianza settled with Solo before trial are neither not parties to this appeal. *Id.* at 12a. The Republic of Guatemala was dismissed from the case on summary judgment motion. *Id.* at 6a. The Empire is the last remaining defendant from the original lawsuit. *Id.* at 9a.

At trial, the Empire timely filed a Rule 12(b)(3) motion and was the only defendant to do so. *Id.* at 15a. The district court conducted an evidentiary hearing on the Rule 12(b)(3) motion. *Id.* Solo offered the expert testimony of Wedge Antilles, who supported Solo's claim that all relevant events giving rise to his claim occurred in low Earth orbit directly above Alderaan. *Id.* His testimony was struck because his opinions were determined to be unreliable. *Id.* at 21a.

Solo also offered his own testimony that at the time of the collision, his ship's navigational computer showed the Millenium Falcon was travelling in low Earth orbit directly above Alderaan, but the data from the navigational computer did not support this assertion. *Id.* This could have been due to the damage that was caused during the collision. *Id.* at 21a. The trial court determined that the data gave rise to equal inference and was inconclusive. *Id.* The Empire presented no evidence on the question of venue. *Id.* at 21a.

The district court found that the Empire bore the burden to produce evidence supporting its venue defense but failed to do so. Thus, the court concluded that venue was proper as a matter of law under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claim occurred in Alderaan. *Id.* at 22a.

Jurisdiction is not an issue in this appeal. *Id.* at 16a. The district court had subject matter jurisdiction under the CSLAA, and no defendant objected to personal jurisdiction. *Id.* at 15a-17a. The district court also found that it could exercise diversity jurisdiction over Skywalker, Alianza, and the Empire under 28 U.S.C. § 1332. *Id.* Finally, the district court stated that it had supplemental jurisdiction over all other claims related to the same case or controversy against the Empire. *Id.*

The district court held that the proper causation standard under the CSLAA was but-for cause and applied it to solo's claims. *Id.* at 40a. Before the verdict, the Empire filed a renewed motion for judgment as a matter of law, which the district court denied. *Id.* at 35a. The district court instructed the jury on both but-for cause

and proximate cause. *Id.* at 41. The jury found both the Empire and Skywalker negligent under both causation standards. *Id.* The district court disregarded the jury's findings under proximate cause and entered judgement for Solo based on but-for causation. *Id.* The Empire and the United States timely appealed the Sixteenth Circuit's decision, and this Court granted certiorari to decide the questions presented.

SUMMARY OF ARGUMENT

This Court should affirm the Sixteenth's Circuit's decision that venue was proper in Alderaan and affirm the denial of the Empire's renewed motion for judgment as a matter of law. The Empire had the burden of proving improper venue and failed to do so. Solo can establish venue under 28 U.S.C. §1391 or alternatively under the doctrine of pendent venue. Finally, the court's denial of renew judgment as a matter of law was proper because of the but-for causation standard under the CSLAA.

First, the defendant bears the burden of proving the venue is improper on a Rule 12(b)(3) motion to dismiss because it is an affirmative defense that serves to protect the defendant. There is currently a circuit split on this issue with the majority taking the position that the plaintiff bears the burden of proving venue when it is challenged. However, the correct position is taken by the minority which places the burden on the defendant to prove improper venue. The majority position conflates personal jurisdiction and venue in arguing that the plaintiff bears the

burden of proving venue. Personal jurisdiction and venue are closely related but they are distinct and serve different purposes.

Personal jurisdiction determines the court's authority over parties to the litigation. Venue is a convenience determination that serves to protect the defendant from the risk that the plaintiff chooses an inconvenient forum. Thus, the defendant should have the burden of proving improper venue because it is an affirmative defense that exists for their convenience.

Second, Solo can establish venue under 28 U.S.C. § 1391 or alternatively under the doctrine of pendent venue. The application of the general venue statute, § 1391, in outer space is an issue of first impression. Statutory interpretation principles support the application of 28 U.S.C. §1391 to outer space. The plain language of the statute does not expressly prohibit such an application. Additionally, the Commercial Space Launch Activities and similar venue statutes support §1391's application in outer space.

Under § 1391(b)(2), venue is proper where a substantial part of the events or omission giving rise to the claim occurred. A motion to dismiss under Rule 12(b)(3) is only granted where venue is wrong or improper. Venue can only be improper in a forum that fails to satisfy federal venue laws. Solo can establish venue in Alderaan because a substantial part of the events or omissions giving rise to the claim occurred in outer space directly above Alderaan, satisfying § 1391(b)(2). The DS-1 was negligently constructed by the Empire and destroyed by Skywalker in the outer

space directly above Alderaan. Thus, venue is proper in Alderaan under § 1391(b)(2).

Even if this Court were to find venue improper in Alderaan, Solo can establish venue under § 1391(b)(3). This is a fallback provision that attempts to close venue gaps by allowing cases to be brought in a district in which the court can exercise personal jurisdiction over any defendant. Alderaan can exercise personal jurisdiction over Skywalker because he intentionally flew into their airspace and thus venue can be established under § 1391(b)(3).

Moreover, if this Court finds that venue is improper under § 1391, Solo can establish venue under the doctrine of pendent venue. This doctrine permits district courts to exercise venue over defendants they would not otherwise be able to if the claims against all defendants arise from a common nucleus of operative facts. Solo can establish venue under this doctrine because his claims against the defendants all arise from a common nucleus of operative facts, namely the negligent construction and destruction of the DS-1.

Finally, this court should affirm the district court's denial of the renewed motion for summary judgment as a matter of law. The CSLAA's text and statutory scheme both apply to cases involving objects in orbit. The text and statutory scheme broadly regulate actions in space, which includes the DS-1's construction and orbit. Thus, the district court correctly applied the CSLAA to this case. Additionally, the United States' international obligations under relevant treaties require applying the CSLAA in this case. Under relevant treaties, the United States has an

obligation to regulate and control space activity generally, including actions in orbit. That obligation is accomplished by applying the CSLAA to this case.

Additionally, the district court applied the proper causation standard. The text of the CSLAA requires a but-for causation standard. No other standard is textually or contextually supported. Even if this Court applies a proximate cause standard, they should affirm the denial of the renewed motion for judgment as a matter of law because the actions of Skywalker were reasonably foreseeable. Lastly, terrorist act does not break causal chain as a matter of law because some terror acts are reasonably foreseeable.

ARGUMENT

I. The defendant bears the burden of proving improper venue on a Rule 12(b)(3) motion because venue is an affirmative defense that protects the defendant.

The Circuit courts are split on whose burden it is to prove venue on a Rule 12(b)(3) motion. *Tobien v. Nationwide General Ins. Co.*, 133 F.4th 613, 619 (6th Cir. 2025). The majority find that the plaintiffs bear the burden because venue is an affirmative defense that requires the plaintiff to choose the correct forum. *Id.* The minority find that the defendant bears the burden because venue is an affirmative defense that primarily protects them from hauled into an unfamiliar forum. *Id.* The minority is correct because personal jurisdiction and venue, while related, are not the same and do not serve the same purposes.

Personal jurisdiction is a determination of a court's authority over the parties to the litigation. *Leroy v. Great Western Corp.*, 443 U.S. 173, 180 (1979). Venue is a

determination of which court is the most convenient forum to adjudicate the dispute once personal jurisdiction has been established. *Id.* Personal jurisdiction is a constitutional requirement that is determined in accordance with principles of due process and substantial justice. *Action Embroidery Corp. v. Atlantic Embroidery Inc.*, 368 F.3d 1174, 1178-79 (9th Cir. 2004). Venue is a statutory requirement with no constitutional considerations. *Id.* Personal jurisdiction limits the court's authority over certain parties. *Id.* Venue ensures the most convenient forum is chosen for adjudication from among the forums that would have personal jurisdiction over the defendant. *Id.* Put simply, venue is not a limitation of the power of the courts to adjudicate, but a limitation designed for the convenience of the litigants. *Olberding v. Illinois Cent. R.R.*, 346 U.S. 338, 340 (1953).

The majority position argues that plaintiffs should bear the burden of proving venue because it is more consistent with the general jurisdictional notion that plaintiffs must show that the forum they have chosen is correct. *Simon v. Ward*, 80 F.Supp.2d 464, 467 (E.D. Pa. 2000). However, this argument fails because it refers to the *jurisdictional* notion that the plaintiff must establish the case belongs in the particular court. As shown above, jurisdiction and venue are not the same thing. If a court has personal jurisdiction over the litigants, the plaintiff has satisfied their burden of proving that they have chosen the correct court. Thus, the defendant has the burden of proving that the court is inconvenient because the defense primarily exists to protect them.

II. Solo can establish venue under 28 U.S.C. § 1391(b)(2) or under § 1391(b)(3), and under the doctrine of pendent venue.

Under § 1391, a civil action may be brought in (1) a judicial district in which any defendant reside, 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 the property that is subject to 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.

Venue cannot be established under § 1391(b)(1) because none of the defendants reside in the same state. Application of § 1391(b)(2) to events or omissions that occur in outer space is an issue of first impression. However, the statute should be read to apply to events or omissions that occur in outer space. Even if this Court finds that venue cannot extend to events or omission in outer space, solo can establish venue under § 1391(b)(3) or alternatively under the doctrine of pendent venue.

A. Statutory interpretation principles support the application of § 1391(b)(2) to events or omissions that occur in outer space.

In the Commercial Space Launch Activities Act, Congress gave the federal courts exclusive jurisdiction over tort claims arising in outer space. 51 U.S.C. § 50914(g). The statute contains no corresponding special venue provision. 51 U.S.C. § 50914(g). Thus, the general venue statute is applicable. *See* 28 U.S.C. § 1391(a)(1) (providing that the general venue statue applies to all civil claims except otherwise

provided by law); *See also Woodke v. Dahm*, 70 F.3d 983, 985 (8th Cir. 1995) (finding that the Lantham Act had no special venue provision and thus the general venue statute was applicable). Application of the general venue statute is a case of first impression as this is the first case of a tort claim arising in outer space. Thus, an interpretation of the scope of the statute is required as a preliminary matter.

1. § 1391(b)(2)'s plain language suggests that the statute can be applied to events or omissions that occur in outer space.

Statutory interpretation always begins with looking at the plain language of the statute itself. *United States v. Ron Pair Enterprises, Inc.*, 489 U.S. 235, 241 (1989). This requires courts to interpret statutory language according to its plain meaning understood within its statutory context. *Id.* Where a statute's language is plain, the sole function of the courts is to enforce it according to its terms. *Id.*

§ 1391(b)(2) provides, "A civil action may be brought in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred." Nothing in this language suggests that the statute is restricted only to terrestrial events or omissions. The language is not ambiguous. There is no restriction.

Admittedly, the statute does not expressly state that it extends to events or omissions that occur in outer space. However, the absence of such language should not be read in the alternative to restrict § 1391 to only terrestrial events or omissions. The general venue statute serves as the default statute in all civil actions, not only actions arising from events or omissions that occur in outer space. It follows that the language of the statute would remain general as to cover a wide

variety of claims that could arise. Thus, a reading that restricts the statute to only certain events or omissions would be contrary to its purpose which is to provide a way to determine venue for any claim which is not governed by a special venue provision. Thus, the plain language of the statute contemplates and supports an interpretation that allows for its application to events or omissions that occur in outer space.

2. Moreover, finding that § 1391(b)(2) does not apply to events or omissions that occur in outer space would create a venue gap which runs contrary to Supreme Court precedent.

Congress does not intend to create venue gaps, which take away with one hand what Congress has granted by way of jurisdictional grant with the other. *Alt. Marine Const. Co. v. United States Dist. Court*, 571 U.S. 49, 56 (2019) (citing *Brunette Machine Works, Ltd. v. Kockum Industries, Inc.*). Narrow interpretation of venue statutes should be avoided where they create gaps in venue. *Smith v. United States*, 507 U.S. 197, 214 (1993) (Stevens, J., dissenting) (citing to *Brunette Machine Works, Ltd. v. Kockum Industries, Inc.*). The CSLAA granted exclusive jurisdiction to the federal courts for tort claims arising in outer space. 51 U.S.C. § 50194(g). Thus, § 1391(b)(2) should be construed to apply to events or omissions in outer space because a contrary interpretation would inevitably lead to a venue gap.

Finding that § 1391(b)(2) does not apply to events or omissions in outer space would create venue gaps. For instance, if Alianza was the only defendant in this case, venue would be improper against them under the entire general venue statute. Alianza is a former Guatemalan company headquartered in Tikal,

Guatemala. Thus, venue is improper under §1391(b)(1) because they do not reside in any state in the United States.

Furthermore, they are being sued for *respondeat superior*, civil conspiracy, and negligent entrustment. The activities giving rise to these claims occurred in either Guatemala or in outer space. The civil conspiracy was planned in Guatemala and carried out in outer space. The negligent entrustment occurred in Guatemala. Consequently, these activities cannot fall under and satisfy venue under § 1391(b)(2) unless the statute extend to outer space. Thus, venue is improper against Alianza under § 1391(b)(2) under the narrower construction. Solo would also fail to maintain his claim against Alianza under § 1391(b)(3) because the former Guatemalan company would not be subject to the personal jurisdiction of any U.S. district court. Thus, narrowing § 1391(b)(2) to apply to terrestrial events and omissions only would create an impermissible venue gap. Interpreting the statute to apply to events or omissions in outer space avoids this gap and is the permissible interpretation.

3. Furthermore, § 1391(b)(2)'s application in outer space is supported by reading the statute in light of the Commercial Space Launch Activities Act which it complements.

The general venue statute serves as a complement to the Commercial Space Launch Activities Act. Thus, reading the statute in light of the plain language of the Act is persuasive in interpreting § 1391. Furthermore, because venue statutes must be read in light of jurisdictional grants, it follows that jurisdictional grant in the Commercial Space Launch Activities Act is pertinent to interpreting § 1391.

The purposes of the CSLAA include: (1) promoting the economic growth and entrepreneurial activity of the space environment and (2) encouraging the private sector to launch vehicle, reentry vehicles, and associate service. 51 U.S.C. § 50901(b)(1), (2). The CSLAA also acknowledges that space transportation is inherently risky, and that the future of the human space flight industry will depend on its ability to continually improve its safety performance. 51 U.S.C. § 50901(a)(12). Applying the venue statute solely to terrestrial events or omissions would run afoul of this purpose because it would prevent private sector entities from bringing suit to protect and recover for their lost interests. Private entities are less likely to invest in outer space technology and development if they know there is a chance their investments could be destroyed with no option for recourse. Thus, §1391(b)(2) should be read to apply to events and omissions that occur in outer space to further the policy goals of Congress in enacting the CSLAA.

4. Additionally, criminal venue statutes have a similar purpose to § 1391(b)(2) and have been construed to apply to criminal acts on airplanes during flight, indicating that § 1391(b)(2) could be construed in the same way.

The Framers of the Constitution designed a system that requires criminal trials to occur within the vicinity of the crime to ensure that accused is not tried in some distant state. *United States v. Lozoya*, 982 F.3d 648, 651 (9th Cir. 2020). Similarly, § 1391 protects the defendant against the risk that a plaintiff will select an unfair or inconvenient place for trial. *Leroy v. Great Western Corp.*, 443 U.S. 173, 183-84 (1979). Additionally, both criminal and civil venue statutes allow for multiple venues to be proper. *Armour Packing Co. v. United States*, 209 U.S. 56, 74-

75 (1908); *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 356 (2d Cir. 2005). As discussed above, application of the venue statute in outer space is an issue of first impression. Thus, criminal venue statute interpretation can inform our interpretation of very similar civil venue statutes.

In *United States v. Barnard*, the Ninth Circuit interpreted a criminal venue statute to apply to the navigable airspace overlying the Southern District of California. 490 F.2d 907, 911 (9th Cir. 1973). Consequently, they found that venue was proper in that district for a continuing crime that occurred, at least in part, in its navigable airspace. *Id.* The court reasoned that if the defendants imported drugs using a car or wagon, there is no doubt that venue would have lain in any district they travelled through. *Id.* Similarly, for an assault that occurred on an airplane, the Ninth Circuit found that venue could be established in the district over which the assault took place. *United States v. Lozoya*, 920 F.2d 1231, 1239 (9th Cir. 2019) (abrogated en banc in 2020).

There is little reason why courts should construe the general venue statute differently. § 1391 is much more flexible than the criminal venue statute. For one thing, § 1391 has no requirement that the defendant be tried where the crime occurred. *United States v. Lozoya*, 982 F.3d 648, 651 (9th Cir. 2020); *See generally* 28 U.S.C. § 1391(b). The statute allows the defendant to be tried where they reside *or* where a substantial part of the events or omissions giving rise to the claim occurred. 28 U.S.C. §1391(b)(1), (2). Therefore, the § 1391 should construed to apply

both in navigable airspace and in outer space because the more stringent criminal statute has been construed to allow such an application.

The Ninth Circuit did note a "creeping absurdity" in their holding. *United States v. Lozoya*, 920 F.2d 1231 (9th Cir. 2019) (abrogated en banc in 2020). The farther away from Earth a crime occurred, the more difficult it would be to establish venue. *Id.* However, increased difficulty in applying a statute does not require a statutory interpretation that prevents such an application in the absence of Congressional intent to the contrary. Additionally, while difficult, it is not impossible to establish venue in outer space. Similar to the navigational systems in airplanes, spaceships have navigations systems that can assist in establishing where certain events or omissions occurred. Thus, there is little reasons, in light of how more stringent criminal venue statutes have been construed, to prevent civil statutes to be applied in outer space.

5. Finally, the absence of a venue provision in the CSLAA is indicative of Congress' intent that the statute be applied to events or omissions in outer space.

On multiple occasions Congress has enacted special venue statutes to accompany jurisdictional grants. *See* Clayton Act 15 U.S.C. § 22; *see also* 35 U.S.C. §§ 145, 146. Relevant to our current case are special venue statutes that accompanied jurisdictional grants for the similarly sovereignless expanses of Antarctica and the high seas. 28 U.S.C. § 1346(b)(1) (Federal Tort Claims Act); 28 U.S.C. § 1331; 46 U.S.C. § 30104 (Jones Act). The Federal Tort Claims Act governs negligence cases arising out of the negligent conduct of the United States or its officers in Antarctica. 28 U.S.C. § 1346(b)(1); *See also Beattie v. United States*, 756

F.3d 91 (D.D.C. 1984) (applying the FTCA to a claim arising out of events that occurred in Antarctica). Similarly, the Jones Act has a special venue provision attached to the jurisdictional grant of admiralty and maritime cases to the federal courts. 46 U.S.C. § 30104. This venue provision specifically applies in cases where seamen want to sue their employers for negligent acts that occurred on the high seas.

The question of whether a special venue provision applies for negligent conduct that occurs in the ocean is often dependent upon where the conduct occurred. *See Larry v. Comm'r*, 50 T.C. 59, 61 (1968) (finding that the waters surrounding Antartica are nonterritorial); *see also Smith v. United States*, 507 U.S. 197, 204 (1993) (finding that courts assume that Congress does not intend to legislate extraterritorially). If the conduct occurred in territorial waters, then §1391 or a special venue statute governs. If the conduct occurred in nonterritorial waters, a special venue provision usually governs. This is important because based on this, it appears that Congress enacts special venue provisions whenever it is foreseeable the negligent conduct affecting its citizens could occur in a sovereignless expanse, outside of any judicial district. In other words, for cases arising in Antarctica and on the high seas, Congress enacted special venue provisions because conduct that occurs in those sovereignless expanses could never occur within a judicial district. The fact that Congress did not enact a similar provision in the CSLAA indicates that Congress contemplated that venue could be established in a judicial district in outer space under § 1391.

Justice Walt in his dissenting opinion in this case raises concerns the extending § 1391 to apply in outer space requires that the United States establish control and ownership in outer space. However, extending the venue statute does not have to be read to give the United States such sovereignty. As discussed above, jurisdiction, not venue, implicates authority and consequently sovereignty. Venue is merely a determination of the most convenient forum for adjudication. Thus, this Court would not be establishing the sovereignty of the United States by extending the application of the venue statute into outer space. It would merely be allowing for another convenient forum to be established under § 1391. Thus, statutory interpretation principles suggest that § 1391 may be applied to events or omissions that occur in outer space.

B. Venue is proper in Alderaan under § 1391(b)(2) because a substantial part of the events or omissions giving rise to Solo's negligence claim occurred in outer space directly above Alderaan.

The court should apply a *de novo* standard of review in this case because no factual findings were made. Usually, when an evidentiary hearing is held and factual findings are made by the trial court, a clearly erroneous standard is applied. *Gulf Ins. Co. v. Glasbrenner*, 416 F.3d 353, 355 (2d. Cir. 2005). An evidentiary hearing was held but Solo produced evidence that was reject by the court and the Empire produced no evidence at all. Finding the burden to be on the defendant to establish venue, the court concluded that venue was proper as a matter of law under § 1391(b)(2) because the Empire failed to meet their burden. Thus, this court

should apply *de novo* review because no factual findings were made by the trial court.

Under § 1391(b)(2), venue is proper in a judicial district in which a substantial part of the events or omissions giving rise to the claim occurred. This statute has been construed to allow venue to be proper in more than one district. *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 355 (2d Cir. 2005). Thus, venue may only be considered "wrong" or improper" where a forum fails to satisfy the statute's requirements. *Alt. Marine Const. Co. v. United States Dist. Court.*, 571 U.S. 49, 55 (2019). The substantiality requirement is a qualitative analysis that considers whether the events or omissions alleged to have occurred in the district have a close nexus to the wrong. *Daniel v. American Bd. of Emergency Medicine*, 428 F.2d 408, 432-33 (2d Cir. 2005); *Jenkins Brick Co. v. Bremer*, 321 F.2d 1366, 1372 (11th Cir. 2003). It does not require most of the events to have taken place in the district. *Daniel*, 428 F.2d 408, 432-33 (2d Cir. 2005).

1. Solo can establish venue in Alderaan because the events or omissions occurring in Alderaan have a close nexus to his negligence claim for bodily injury and property loss.

Courts look to the entire sequence of events and focus on the relevant activities of the defendant that directly gave rise to the claim to determine whether the events or omissions have a close nexus to the wrong. *Mitrano v. Hawes*, 377 F.3d 402, 405 (4th Cir. 2004); *Jenkins Brick Co. v. Bremer*, 321 F.3d 1366, 1371 (11th Cir. 2003). This analysis takes place in two parts. *Employers Mut. Cas. Co. v. Bartile Roofs, Inc.*, 618 F.3d 1153, 1166 (10th Cir. 2010); *Daniel v. American Bd. of Emergency Medicine*, 428 F.3d 408, 432 (2d. 2005). First, courts examine the nature

of the plaintiff's claims and the acts or omissions underlying those claims. *Id.* Second, they determine if substantial events or omissions material to those claims occurred in the forum district. *Id.*

Solo is bringing a negligence claim against the Empire for bodily injury and property damage. Thus, the activities relevant to Solo's claim will be those that led to such bodily injury and property damage. Most of the Empire's relevant activities giving rise to Solo's negligence claim occurred 460 kilometers above Earth's surface, directly above Alderaan.

The Empire's relevant actions giving rise to Solo's claim occurred, at least in part, over the judicial district of Alderaan. The Empire was informed of the potentially dangerous condition of the DS-1 eight to ten days before the accident occurred. Yet, they told no one. This decision occurred in California. However, the DS-1 was constructed in low-Earth orbit at approximately 460 kilometers above Earth. This construction was negligent and occurred, at least in part over the judicial District of Alderaan. Therefore, while venue may be proper in California, it is also proper in Alderaan. Thus, venue is proper in Alderaan because it satisfied § 1391(b)(2) requirements.

The Empire contends venue is only proper in California. The Empire is headquartered in California and has never done any business in Alderaan. Additionally, none of its employees are from Alderaan, it did not acquire supplies from Alderaan, and it has never registered to do business in Alderaan. Finally, most of the launches occurred in California and none occurred in Alderaan. However,

these facts are only pertinent to establishing venue under § 1391(b)(1) which does not apply in this case given that none of the defendants reside in the same state. Additionally, the launches do not constitute events or omissions giving rise to the claim.

In *Woodke v. Dahm*, the Eighth Circuit found that manufacturing trailers was not a substantial event or omissions giving rise to a plaintiff's claim under the Lantham Act because manufacturing the trailers was not wrongful. 70 F.3d 983, 985-86 (8th Cir. 1995). The manufacture of the trailers was necessary in a causal sense, but it was not a wrongful act that led to harm. *Id.* Similarly, launching the supplies and materials necessary for construction was not a wrongful act leading to the harm because it was not wrongful at all. In fact, the Empire abided by every law and regulation when launching their material into outer space. Thus, the Empire's launching of objects into outer space is not a substantial event or omission giving rise to Solo's claims under §1391(b)(2). Therefore, venue is proper in Alderaan because a substantial part of the events or omissions giving rise to Solo's claim occurred there.

C. Even if this court finds that venue cannot be established under § 1391(b)(2), Solo can establish venue in Alderaan under § 1391(b)(3).

Venue under § 1391(b)(3) is proper in any judicial district in which any defendant is subject to the court's personal jurisdiction with respect to such action, if there is not district in which an action may otherwise be brought under § 1391. Thus, venue can be established under § 1391(b)(3) only when venue cannot be

established under § 1391(b)(1) or § 1391(b)(2). *Daniel v. American Bd. of Emergency Medicine*, 428 F.3d 408, 434 (2d Cir. 2005). Additionally, venue must be proper as to each to defendant. *FS Photo, Inc. v. PictureVision, Inc.*, 48 F.Supp.2d 442, 448 (D. Del. 1999). Thus, § 1391(b)(3) must be applied in light of whether venue would be proper for all the defendants in this case.

1. Solo can establish venue under § 1391(b)(3) because there is no other judicial district in which venue would be proper for all defendants.

Venue cannot be established in any judicial district under § 1391(b)(1) because none of the defendants are residents of the same state. If this Court finds that § 1391(b)(2) is inapplicable to events or omissions in outer space, then there would be no judicial district in which venue is proper for all defendants because the activities of Alianza occurred in Guatemala. Alianza allegedly provided Skywalker with the starfighter he used to fly close enough to the DS-1 to blow it up. They did so in Guatemala. Thus, their actions did not occur in a judicial district in the United States and venue would be improper in both California and Alderaan.

Admittedly, the Empire is the last defendant remaining in this suit. This fact does not change our analysis. Proper venue is determined at the time the complaint is filed and is not affected by subsequent changes of parties. Thus, venue must be proper for each defendant as determined when the complaint was filed. Consequently, venue must be proper as to all the defendants in this case. Under § 1391, venue is cannot be established in any other judicial district which. Thus, venue can be analyzed under § 1391(b)(3).

2. Solo can establish venue under § 1391(b)(3) because Alderaan has personal jurisdiction over Skywalker.

In *Olsen by Sheldon v. Gov't of Mexico*, the court found that the court properly exercised personal jurisdiction over the defendant when a pilot twice intentionally entered California airspace. 729 F.2d 641, 649 (9th Cir. 1984). Here, Skywalker intentionally entered the airspace directly above Alderaan on his way to destroy the DS-1 one. His entrance into Alderaan's airspace gave the courts personal jurisdiction over him. Thus, venue is proper under § 1391(b)(3) because personal jurisdiction is proper against Skywalker, fulfilling the statute's requirements.

D. Finally, Solo can establish venue under the doctrine of pendent venue even if this Court finds that venue is improper under all other provisions of § 1391.

In addition to venue being proper for each defendant, venue must be proper for each claim. *Beattie v. United States*, 756 F.2d 91, 100 (D.C.C. 1984). The doctrine of pendent venue developed as an analogue to the concept of supplemental jurisdiction under 28 U.S.C. § 1367, whereby a state law claim that could not otherwise be heard in federal court would be allowed if attached to a federal claim arising out of the same case or controversy. *Murungi v. Touro Infirmary*, No. 6:11-cv-0411, 2011 WL 3206859 (W.D. La. June 29, 2011). Consequently, under the doctrine of pendent venue, a claim that lacks an independent basis for proper venue can be heard in a court as long as another properly venued claim arising out of a common nucleus of operative facts is also brought at the same time in the same district. *Pacer v. Global Logistics, Inc. v. National Passenger R.R. Corp.*, 272

F.Supp.2d 784, 789 (E.D. Wisconsin). Additionally, the use of pendent venue is strongly encouraged in cases where jurisdiction is based on supplemental jurisdiction. *Id.*

In *Pacer Global Logisitc Inc. v. National Passengers R.R. Corp.*, the district court found venue to be proper under the doctrine of pendent venue. *Id.* They did so despite the fact that none of the defendant's actions occurred in Wisconsin and the defendant did no business there. *Id.* In coming to their conclusion, the court found that all claims drive from a common nucleus of operative fact. *Id.* More specifically, all four claims derived from a common nucleus of operative fact because all allege liability for damage to cargo caused by the rerailing of a rail care. *Id.* They also reasoned that because they exercised supplemental jurisdiction over the defendant, there was good reason to exercise pendent venue to serve the same goals of judicial economy, fairness, and convenience to the witnesses. *Id.*

Similarly, here, the claims against the Empire, Skywalker, Alianza, and the Republic of Guatemala all derive from a common nucleus of operative facts. The Empire conducts no business in Alderaan and none of its relevant actions occurred in Alderaan if § 1391(b)(2) is inapplicable in outer space. However, like in *Pacer*, all of Solo's claims allege liability for bodily injury and property damage caused by the destruction of the DS-1. Additionally, the District Court for the District of Alderaan exercised supplemental jurisdiction over the Empire under 28 U.S.C. § 1367 and the Empire did not object. Thus, for the same reasons venue was found to be proper

against the construction company in *Pacer*, venue should be found to be proper against the Empire.

III. The district court's denial of the renewed motion for summary judgment as a matter of law was correct.

The district court correctly applied the CSLAA to this case. The district court also correctly applied a but-for causation standard, which was met. Further, even if this Court were to apply a heightened causation standard of proximate cause, the denial of the renewed motion for judgement as a matter was appropriate. Proximate cause was met because Skywalker's attack on the DS-1 was reasonably foreseeable. Lastly, Skywalker's attack does not, as a matter of law, break the causal chain as a terroristic act.

This Court reviews the denial of renewed motion for judgment as a matter of law de novo. *Redding v. Coloplast Corp*, 104 F.4th 1302, 1308 (11th Cir. 2024); *See* Fed. R. Civ. P. 50(a), (b). All evidence should be considered and inferences drawn in the light most favorable to the nonmoving party. *Redding*, 104 F.4th at 1308. Judgement as a matter of law is only appropriate if the evidence is "overwhelmingly in favor" of the moving party that no reasonable jury could "return a contrary verdict." *Lewis v. Bd. of Supervisors of Louisiana State Univ. & Agric. & Mech. Coll.*, 134 F.4th 286, 291 (5th Cir. 2025). When as jury has reached a verdict, the standard of review is "especially deferential" to the jury's decision. *Id.*

Additionally, this Court reviews questions of law raised by the motion for judgement as a matter of law *de novo*. *Tobin v. Liberty Mut. Ins. Co.*, 553 F.3d 121,

134 (1st Cir. 2009). Questions of statutory interpretation are also interpreted de novo. *Texas Truck Parts & Tire, Inc. v. United States*, 118 F.4th 687, 691 (5th Cir. 2024).

A. The CSLAA applies in this case because the text of the statute and international obligations require the statute to apply to actions in orbit.

The CSLAA applies to cases involving claims in orbit. The statute's text and the statute as a whole both indicate that the CSLAA should be applied to claims that arise from actions in orbit. Additionally, the CSLAA should be interpreted to avoid violating the United States' obligations under relevant international treaties. To comply with those obligations, the CSLAA must apply to space activities generally.

1. The plain meaning of the CSLAA's text clearly applies to actions in orbit.

To determine if the CSLAA applies in this case, the statutory analysis "must begin" with the text itself. *Republic of Sudan v. Harrison*, 587 U.S. 1, 8 (2019) (citing *Caraco Pharmaceutical Laboratories, Ltd. v. Novo Nordisk A/S*, 566 U.S. 399, 412 (2012)). In analyzing the text of a statute, this Court interprets the text according to its plain and ordinary meaning. *Sw. Airlines Co. v. Saxon*, 596 U.S. 450, 455 (2022).

The CSLAA requires any party launching objects into space to obtain a license from the United States and be insured for damages to third parties that occur. 51 U.S.C. §§ 50904(a), § 50914(a). The CSLAA also mandates that the United

States will pays third parties for a successful claim against a licensee. 51 U.S.C.A. § 50915(a).

Specifically, the relevant section of the CSLAA states that United States will provide payment after a successful claim "resulting from *an activity carried out under the license*." 51 U.S.C. § 50915(a) (emphasis added). The statute uses broad language and does not explicitly use the words launch or reentry.

The CSLAA applies in this case because the DS-1's orbit is plainly an "activity carried out under license issued." The Empire built the DS-1 in orbit around Earth. To do so, they obtained licenses from the United States under the CSLAA for the hundreds of launches required to build the DS-1. The construction and orbit of the DS-1 was carried out through these launches, and by extension, the CSLAA license. Without the licenses, the Empire could not have built the DS-1. To put it another way, the construction of the DS-1 in orbit was an activity carried out under a CSLAA license.

The plain language of the CSLAA does not limit its application to only launch and reentry actions. Such a characterization is an overly narrow reading of the statute. While the license granted by the statute is for the purposes of launching something into space, the text itself is far broader. The statute explicitly describes "activities carried out under the license." That phrase refers broadly to actions that are done with a license, like constructing a satellite in orbit, which is the case here.

Further, Congress's word choice demonstrates that the CSLAA applies broadly. Congress's choice to use specific words "is presumed to be deliberate." *Univ.*

of Texas Sw. Med. Ctr. v. Nassar, 570 U.S. 338, 353 (2013). These choices are "deserving of judicial respect" when interpreting statutory text. *SAS Inst., Inc. v. Iancu*, 584 U.S. 357, 364 (2018).

Congress used the phrase "activity carried out under the license" deliberately and repeatedly. It could have used the phrase "resulting from a launch or reentry" to restrict the application of the CSLAA. Instead, Congress intentionally selected a broad term and used it numerous times throughout the statute. The repeated use of a broad phrase shows that the CSLAA should apply broadly, not only to launch or reentry events.

Additionally, the structure of the CSLAA as a whole supports its application to this case. It is a well-established rule of statutory construction that statutes must be read and construed as a comprehensive whole. *Territory of Guam v. United States*, 593 U.S. 310, 316 (2021). Consequently, words must be analyzed in "context and with a view to their place in the overall statutory scheme." *Davis v. Michigan Dep't of Treasury*, 489 U.S. 803, 809 (1989) (citing *United States v. Morton*, 467 U.S. 822, 828 (1984)). The overall statutory scheme should be interpreted with the "object and policy" of the statute in mind. *Maracich v. Spears*, 570 U.S. 48, 65 (2013) (internal citations omitted).

The CSLAA's statutory scheme refers broadly to the regulation of space activities, which includes the DS-1's orbit. The CSLAA begins by describing its' key objects and policies, which include supporting "the full range of United States space-related activities," not just launch or reentry actions. 51 U.S.C. § 50901(b)(4).

It also seeks "to encourage the United States private sector to provide launch vehicles, reentry vehicles, and associated services." 51 U.S.C.A. § 50901(b)(2) (emphasis added). The aims of the CSLAA refer to a wide range of space activities, not just launches.

To achieve these aims, the CSLAA grants the United States broad authority to regulate multiple aspects of space activities. For instance, it allows the government to establish regulations "for the purpose of protecting the health and safety of crew, government astronauts, and space flight participants." 51 U.S.C.A. § 50905 (a)(2). It further empowers the government to issue "any term necessary to ensure compliance with this chapter, including on-site verification that a launch, operation, or reentry complies with representations stated in the application" for a license. 51 U.S.C.A. § 50905(b)(2)(A).

These provisions demonstrate how the overall statutory scheme focuses on regulating actions that take place in space, which includes the DS-1's orbit in this case. The statute's object is broad and refers to space activity generally. The regulations to achieve the object of the statute are equally broad. They refer to more than just launches, but things like "space flight participants" and "operations" that take place in space. The sweeping structure of the statute indicates that it applies to space actions generally, like the DS-1's orbit. Accordingly, the phrase "activity carried out under the license" should be interpreted to align with the whole act and apply in this case.

2. The CSLAA should apply in this case to be consistent with United States treaty obligations.

The United States is a party to three critical international treaties; The Liability Convention, the Outer Space Treaty, and the Registration Convention, which all support applying the CSLAA in this case. These treaties create obligations for state parties to control and regulate actions in outer space, like the DS-1's orbit. The CSLAA is the main way the United States complies with those obligations. Consequently, this Court should interpret the CSLAA to align with the United States's international obligation under these treaties and find that it applies here.

It is a well-established and long-standing cannon of statutory construction, called the "Charming Betsy cannon," that statutes should be construed to not violate or conflict with international law "if any other possible construction remains." *Weinberger v. Rossi*, 456 U.S. 25, 32 (1982) (citing *Murray v. The Charming Betsy*, 2 L.Ed. 208 (1804)); *Hartford Fire Ins. Co. v. California*, 509 U.S. 764, 814-15 (1993); *Cabrera-Alvarez v. Gonzales*, 423 F.3d 1006, 1009-10 (9th Cir. 2005). This is because Congress does not intend to violate the laws of other nations or avoid compliance with international agreements and obligations. *MacLeod v. United States*, 229 U.S. 416, 434 (1913).

There is some dispute about the extent of the application of the Charming Betsy cannon. Self-executing treaties are given the same status as federal law and play a role in statutory interpretation. *See Whitney v. Robertson*, 124 U.S. 190, 194 (1888). Some argue that non self-executing treaties do not have the full force of law, and accordingly the Charming Betsy cannon should not apply to those treaties. *Hopson*

v. Kreps, 622 F.2d 1375, 1380 (9th Cir. 1980); *Fund for Animals, Inc. v. Kempthorne*, 472 F.3d 872, 880 (D.C. Cir. 2006) (Kavanaugh, J., concurring).

However, this argument is not valid. The Charming Betsy cannon applies to all types of treaties. Consequently, the self-executing status of the Liability Convention, the Outer Space Treaty, and the Registration Convention is not at issue. Regardless of the self-executing status of the treaties, the Charming Betsy cannon should apply, and this Court should construe the CSLAA to avoid violating or conflicting with those treaties.

The Charming Betsy cannon applies to both self-executing and non self-executing treaties. The argument to the contrary is incorrect because it ignores how non self-executing treaties serve as an interpretive tool. Even when a treaty is not self-executing, "this observation alone does not end our inquiry" into the treaty's influence on statutory construction. *Filartiga v. Pena-Irala*, 630 F.2d 876, 881-82 (2d Cir. 1980). A non self-executing treaty is still "relevant insofar as it may aid in the proper construction of the statute." *United States v. Korotkiy*, 118 F.4th 1202, 1215 (9th Cir. 2024) (citing *Hopson v. Kreps*, 622 F.2d 1375, 1380 (9th Cir. 1980)). For instance, the Ninth Circuit held that although a relevant international agreement did "not have the force of law in American courts," both the Supreme Court and the Ninth Circuit had found that the agreement was "a useful guide" to help interpret the relevant statute. *Khan v. Holder*, 584 F.3d 773, 783 (9th Cir. 2009). In other words, "even when a treaty is not self-executing, courts must strive not to interpret statutes to conflict with the international obligations expressed in

such a treaty." *Kane v. Winn*, 319 F. Supp. 2d 162, 196-97 (D. Mass. 2004). The same logic applies here. The Charming Betsy cannon still applies, because the relevant international treaties still have use as an interpretive tool or guide.

Multiple policy rationales support the application of the Charming Betsy cannon to non self-executing treaties. Primarily, applying the Charming Betsy cannon to all types of treaties fulfills the importance of the separation of powers. Specifically, the Charming Betsy cannon balances "the formal constitutional roles of Congress and the President" while "preserving a proper balance and harmonious working relationship among the three branches of the federal government." Curtis A. Bradley, *The Charming Betsy Canon and Separation of Powers: Rethinking the Interpretive Role of International Law*, 86 GEO. L.J. 479, 525-26 (1998). It does so "by requiring Congress to decide expressly whether and how to violate international law" which "reduces the number of occasions in which Congress unintentionally interferes with the diplomatic prerogatives of the President." *Id*. Applying the Charming Betsy cannon to this case will maintain the separation of powers and leave the decision about violating the relevant treaties to constitutionally proper authorities.

Secondly, the Charming Betsy cannon is not limited to self-executing treaties by precedent. When interpreting treaties and statutes, "courts have not suggested that the [Charming Betsy] canon turns on this distinction" between self-executing and non-self-executing treaties." Ingrid Brunk Wuerth, *Authorizations for the Use of Force, International Law, and the Charming Betsy Canon*, 46 B.C. L. REV. 293, 353–

54 (2005). In fact, this Court has "repeatedly interpreted treaties without deciding whether or not they are self-executing." *Id*; *See* Carlos Manuel Vazquez, *The Four Doctrines of Self-Executing Treaties*, 89 AM. J. INT'L L. 695, 716 (1995) ("In countless cases, the vast majority of those raising treaty-based claims, the Court has resolved the case without even mentioning the self-execution issue"). Simply put, there is no clear judicial decision from this Court which indicates that only self-executing treaties can aid in statutory interpretation.

Lastly, applying the Charming Betsy cannon to all kinds of treaties avoids creating a foreign policy crisis. When the Charming Betsy cannon is applied to non-self-executing treaties, "courts avoid creating unintended breaches of those treaty commitments, leaving the final decision on whether to violate international obligations in the political branches' control." Rebecca Crootof, *Judicious Influence: Non-Self-Executing Treaties and the Charming Betsy Canon*, 120 YALE L.J. 1784, 1808 (2011); *See also* Bradley, *supra*, at 525-26. Considering the foreign policy implications here is "critical" because the interpretation of statutes in a manner contrary to treaty obligations "may trigger serious consequences, such as subjecting the United States to sanctions, undermining U.S. standing in the world community, or encouraging retaliation against U.S. personnel abroad." *Id*. As evidence of this, the Court has often utilized the Charming Betsy cannon to avoid interpreting a statute "in a manner contrary to State Department regulations, for such a construction would have had foreign policy implications." *Weinberger*, 456 U.S. at 32. This Court should continue to do so in this case.

Even if this Court rejects the application of the Charming Betsy cannon, the text of the statute explicitly indicates that relevant treaties should have an impact on the statute's construction. The CSLAA states that it should be carried out in a manner "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." 51 U.S.C. § 50919(e). Notably, the statute does not distinguish between self-executing and non-self-executing treaties. This clear statement from the text indicates that Congress intended to have relevant international treaties influence the interpretation of the CSLAA. Based on the Charming Betsy cannon and the text of the statute itself, this Court should interpret the CSLAA to be consistent with the relevant international treaties.

The relevant international treaties make it clear that the CSLAA should apply to objects in orbit like the DS-1. Specifically, each treaty creates obligations for state parties to have broad regulations of space activity in general, which includes objects in orbit. The Registration Convention discusses how state parties must register and keep track of space objects. This registration obligation applies to "any international intergovernmental organization which conducts *space activities* if the organization declares its acceptance of the rights and obligations provided for" in the treaty. Registration of Objects Launched into Outer Space art. 7, Jan. 14, 1975, 28 U.S.T. 695, T.I.A.S. No. 8480 (emphasis added). This language mirrors the language in the

CSLAA and indicates a broader focus of the treaty than just launch and reentry actions.

Additionally, the Liability Convention deals with broad liability for damages caused by space actions in general. The treaty discusses how to state parties should assign liability when damage is caused "elsewhere than on the surface of the earth to a space object," but notably does not limit liability to damage caused during launch or reentry events. Convention on International Liability for Damage Caused by Space Objects art. 4, March 29, 1972, 24 U.S.T. 2389, T.I.A.S. No. 7762. This logically includes damages caused while an object is in orbit.

The Outer Space Treaty also creates broad obligations relating to space activity in general. The treaty states that "State Parties to the Treaty shall bear international responsibility for *national activities* in outer space…whether such activities are carried on by governmental agencies or by non-governmental entities." Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies art. 6, Jan. 27, 1967, 18 U.S.T. 2410, T.I.A.S. No. 6347 (emphasis added). The focus in the Outer Space Treaty is not limited to launch or reentry actions but holds states liable for any action occurring in space. For instance, states must "retain jurisdiction and control over" any objects that state or citizens of that state launch into outer space and retain control "while in outer space or on a celestial body." *Id*. This is an explicit reference to controlling any objects launched while in space and in fight, that logically means the treaty obligations go beyond mere launch and reentry. The text

of each treaty clearly mandates that partner states are obligated to retain control of objects during space activities generally, which includes objects in orbit.

The CSLAA should be interpreted to regulate all space activity in alignment with the United States' obligation with these treaties. It is clearly established that "the United States bears international responsibility for national activities in outer space and is internationally liable for damage under international obligations" like the three treaties mentioned above. Timothy Robert Hughes & Esta Rosenberg, *Space Travel Law (and Politics): The Evolution of the Commercial Space Launch Amendments Act of 2004*, 31 J. SPACE L. 1, 15 (2005). The United States complies with that responsibility under the treaties via the CSLAA, because the CSLAA "serves as the primary body of national law governing commercial launch activities and related international obligations of the US." Memal Cheema, *Ubers of Space: United States Liability Over Unauthorized Satellites*, 44 J. SPACE L. 171, 204 (2020). The related international obligations require regulation and control objects in orbit like the DS-1. As a result, the CSLAA must apply here for the United States to be consistent with its obligations. Otherwise, there will be no means of regulating and controlling actions that take place in outer space, in direct violation of the relevant treaties. Accordingly, this Court should interpret CSLAA to apply in this case.

B. The district court correctly applied the but-for standard of causation and therefore the denial of the renewed motion for judgment as a matter of law was correct.

The appropriate causation standard required by the CSLAA is "but-for cause," also called "cause in fact." The statute requires the United States to provide

payment for "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." 51 U.S.C.A. § 50915(a) (emphasis added); 14 C.F.R. § 440.3. The plain and ordinary meaning of the text requires but-for causation. Accordingly, the denial of the renewed motion for judgment as a matter of law was correct, because but-for causation was met here.

1. The phrase "resulting from" requires a but-for causation standard, and there is no indication that another standard should apply.

Primarily, the phrase "resulting from" imposes a requirement of but-for causation. The plain and ordinary meaning of "results from" indicates "a requirement of actual causality," which is but-for causation. *Burrage v. United States*, 571 U.S. 204, 210-11 (2014). This is because "a thing 'results' when it [a]rise[s] as an effect, issue, or outcome from some action, process or design." *Id.* There is a simple connection between an action and a result, which means the phrase "results from" requires a "a relaxed standard of causation" like but-for cause. *CSX Transp., Inc. v. McBride*, 564 U.S. 685, 691-92 (2011) (internal citations omitted).

The words resulting from have "the same meaning as its present-tense cousin, 'results,'" which means there is "little trouble concluding that, in common and ordinary usage, the participle phrase "resulting from" also expresses 'a but-for causal relationship.'" *United States ex rel. Cairns v. D.S. Med. LLC*, 42 F.4th 828, 834 (8th Cir. 2022). Consequently, resulting from "imposes a requirement of actual or but-for causation, and not proximate causation." *United States v. Ramos–*

Delgado, 763 F.3d 398, 401 (5th Cir. 2014); *Spicer v. McDonough*, 61 F.4th 1360, 1364 (Fed. Cir. 2023); *United States v. Burkholder*, 816 F.3d 607, 614 (10th Cir. 2016).

There is no indication that Congress intended to apply a different causation standard in the CSLAA. A different causation standard like proximate cause can be applied based on the phrase "resulting from;" but only if there is "a contextual or textual indication to the contrary." *Burrage*, 571 U.S. at 212. A textual indication of a different causation standard is found by examining the statutory language. *United States v. Regeneron Pharms., Inc.*, 128 F.4th 324, 329 (1st Cir. 2025). A contextual indication requires an analysis of the context of the statutory scheme as a whole in relation to Congressional intent. *Id.*

A different causation standard should not apply. The argument that the phrase "successful claim" incorporates the standard of proximate cause is not supported by the text of the CSLAA. The text mentions nothing about the successful claim requirement needing to be a state law claim. In fact, the claim could very well arise in another nation where proximate cause is not a requirement. *See* Marc S. Firestone, *Problems in the Resolution of Disputes Concerning Damage Caused in Outer Space*, 59 TUL. L. REV. 747, 755 (1985) (discussing the wide variety of tort law in different nations). The phrase "successful claim" still has meaning in the statute under a but-for causation standard; any claim based on but-for cause must succeed at whatever court it is in. There is nothing in the text of the statute that requires a successful claim be based on proximate cause, and this Court "ordinarily resist[s]

reading words or elements into a statute that do not appear on its face." *Bates v. United States*, 522 U.S. 23, 29 (1997).

There is no contextual indication that a different standard of causation should apply. The statutory scheme as a whole refers to compliance with international treaties, as described above. However, none of these treaties mandate or require proximate cause. In fact, during the drafting of the Outer Space Treaty, various nations had disputes about which standard was correct. Firestone, *supra*, at 753. The Outer Space Treaty, which serves as a "framework convention under which sits" the Liability Convention, did not include a specific standard of causation. Joel A. Dennerley, *State Liability for Space Object Collisions: The Proper Interpretation of "Fault' for the Purposes of International Space Law*, 29 EUR. J. INT'L L. 281, 282 (2018); Firestone, *supra*, at 753. Similarly, the Liability Convention "does not define the key terms of causation" required for liability. Dennerley, *supra*, at 282-83. Instead, each treaty leaves open the question of which kind of causation is required. More importantly, none of the treaties which inform the context of the statute explicitly mandate a proximate causation standard. As a result, there is not any contextual indication that the CSLAA should be interpreted to require a higher standard of causation than but-for cause.

Furthermore, Congress' deliberate omission of proximate cause language indicates that but-for causation is the correct standard. The Tenth Circuit held that "Congress knows how to use proximate causation language" and by not doing so, it required the application of but-for causation. *United States v. Lowell*, 2 F.4th 1291,

1297 (10th Cir. 2021). Accordingly, Congress's choice to omit proximate cause language from statutes should be viewed as intentional and meaningful. *Id*; *See also United States v. Burkholder*, 816 F.3d 607, 615-16 (10th Cir. 2016) (finding that Congress intentionally omitted a proximate cause requirement from a statute). Congress knows how to achieve certain results when constructing statues and uses specific language intentionally.

That same logic applies in this case. Congress would not try to back door in a proximate cause requirement indirectly through an ambiguous phrase like "successful claim" when it knows how to implement proximate cause requirements clearly and plainly. The plain meaning of the words used in the statute, "resulting from," require a but-for causation standard. If Congress wanted a stronger causation standard, or if the statute required one, then Congress would have said so. Congress's choice to not use proximate cause language must be viewed as intentional. Consequently, the proper causation standard here is but-for cause.

2. The negligent design of the DS-1's exhaust port was a but-for cause of Solo's injuries.

But-for causation is established, and thus a denial of the renewed motion for judgement as a matter of law was proper. But-for causation is "established whenever a particular outcome would not have happened 'but for' the purported cause." *Bostock v. Clayton Cnty., Georgia*, 590 U.S. 644, 656 (2020). A but-for analysis involves altering the facts by removing "one thing at a time and see if the outcome changes. If it does, we have found a but-for cause." *Id*. In other words, but-for cause is met when "the harm would not have occurred in the absence of" the

conduct in question. *Univ. of Texas Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 346-47, (2013).

Additionally, for something to be a but-for cause it must also be "a material element and a substantial factor in bringing about the injury." *Hakim v. Safariland*, LLC, 79 F.4th 861, 872 (7th Cir. 2023). Something is a substantial factor in a harm when it "has such an effect in producing the injury as to lead a reasonable person to regard it as a cause, using that word in the popular sense." *Franco v. Richland Refrigerated Sols.*, LLC, 128 F.4th 857, 863 (7th Cir. 2025).

It is undisputed that the DS-1 was negligently designed with a major flaw. A thermal exhaust port was particularly vulnerable to an attack by a one-person spacecraft. Specifically, a one-person spacecraft could detonate a single proton torpedo in the exhaust port, and the entire station would be destroyed. That is exactly what happened here; Skywalker detonated a proton torpedo in an exhaust port, which destroyed the entire DS-1 and injured Solo.

This negligent design was the but-for cause of Solo's injuries. If the DS-1's exhaust ports were not negligently designed, a single proton torpedo would not have been able destroy the entire station and cause such a large explosion. In other words, by removing the negligent design of the DS-1's exhaust ports, Skywalker could not have blown up the DS-1, and Solo would not have been injured by the explosion. The link between the negligent design and the explosion also shows that the Empire's negligence was a substantial factor in causing the explosion. A reasonable person could conclude that the vulnerable exhaust port was a material

and significant part of the cause of Solo's injuries. Since but-for causation is met, the denial of the renewed motion was correct.

C. The denial of the renewed motion for judgment as a matter of law was correct regardless of what causation standard was applied.

Even if this Court were to apply a heightened causation standard of proximate cause, the denial of the motion for renewed judgment as a matter of Law was appropriate. The negligence of the Empire proximately caused Solo's injures, because the actions of Skywalker were reasonably foreseeable. Additionally, a terroristic action does not break the causal chain of proximate cause as a matter of law.

3. Even under a proximate cause requirement, Skywalker's destruction of the DS-1 was reasonably foreseeable.

Proximate cause is difficult to define, but at a base level it "reflects ideas of what justice demands, or of what is administratively possible and convenient." *Holmes v. Sec. Inv. Prot. Corp.*, 503 U.S. 258, 268-69 (1992) (internal citations omitted). To meet the demand of justice, key principles like "foreseeability, directness, and the substantiality of the defendant's conduct…are relevant to the inquiry." *Kemper v. Deutsche Bank AG*, 911 F.3d 383, 392 (7th Cir. 2018). These principles resolve into two main components: but-for cause and foreseeability, also called "legal cause." *Petersen v. Johnson*, 57 F.4th 225, 236 (5th Cir. 2023).

As demonstrated above, the Empire's negligence was a but-for cause of Solo's injury. Accordingly, if this Court applies a proximate causation standard, the only remaining analysis is the legal cause of Solo's injury.

Legal cause is "largely a question of foreseeability" which asks if "the injury is of a type that a reasonable person would see as a likely result of his or her conduct." *Scott v. Wendy's Props., LLC*, 131 F.4th 815, 819-20 (7th Cir. 2025). The actions of a third party are foreseeable if they are "a natural and probable result of the [defendant]'s own negligence." *Id.* (internal citations omitted).

A critical part of a foreseeability analysis is considering if there is an intervening or superseding cause. An intervening or superseding cause exists "when the plaintiff's injury is caused not by a risk created by the defendant but by an unforeseeable intervening act." *Hunter v. Mueske*, 73 F.4th 561, 568 (7th Cir. 2023). The intervening act must be "unusual and extraordinary" and "could not have been anticipated by the original tortfeasor." *LaClair v. Suburban Hosp., Inc.*, 518 F. App'x 190, 198-99 (4th Cir. 2013).

However, a superseding or intervening cause "must be something more than a subsequent act in a chain of causation; it must be an act that was not reasonably foreseeable at the time of the defendant's negligent conduct." *Cooper v. Tokyo Elec. Power Co., Inc.*, 860 F.3d 1193, 1215-16 (9th Cir. 2017). If the defendant could have "reasonably anticipated the intervention" of a superseding cause, "then the defendant remains liable." *Moshi v. Kia Am., Inc.*, 155 F.4th 652, 656 (6th Cir. 2025).

The conduct of Skywalker was reasonably foreseeable and not an intervening or superseding cause. Primarily, the militarization of space demonstrates a martial response to the DS-1 was probable and foreseeable. After the United States

developed a new space policy focused on developing space weapons, ostensibly for peaceful purposes, "the world reacted with alarm and anger." Cynthia B. Zhang, *Do as I Say, Not as I Do—Is Star Wars Inevitable? Exploring the Future of International Space Regime in the Context of the 2006 U.S. National Space Policy*, 34 Rutgers Computer & Tech L.J. 422, 429-39 (2008). Some nations responded by developing their own space weapon systems to send a message that "the rest of the world is unwilling" to tolerate the United States having a monopoly on weapons in space. *Id* at. 403-31.

This development led to a "militarization" of space. Gemmo Bautista Fernandez, *Where No War Has Gone Before: Outer Space and the Adequacy of the Current Law of Armed Conflict*, 43 J. Space L. 245, 247 (2019). This militarization "should not come as a surprise" because space weapons and tactics have been in development since the Second World War. *Id*. Such weapon development has continued into the modern era. Space weapons that are now being developed include things like "directed energy and particle beam weapons that can attack space or terrestrial-based targets; electromagnetic and radiation devices that can impair electronic circuitries or interfere with other equipment; kinetic energy armaments that can strike terrestrial targets; and cyber weapons that could disable or interfere with the operations of space-based assets." Fernandez, *supra*, at 251. The development of space weapons and rejections of disarmament treaties shows that the "inability and unwillingness to fight over space [is] coming to an end." *Id*. In fact, space has become so militarized that attempts to negotiate disarmament treaties have failed

because no nation could agree to terms limiting these space weapons. Zhang, *supra*, at 437-38.

The possibility of armed conflict in space, including an attack on satellite weapons like the DS-1, was foreseeable based on the militarization of space. The DS-1 was launched into a hostile and tense atmosphere with plentiful weaponry. The international community had shown a willingness to fight over space through the development of space weapons and rejection of peace treaties. This aggressive atmosphere combined with the overwhelming negative reaction to the DS-1 from the international community to create an incendiary climate. The international community saw the DS-1 as a massive space weapon being launched into orbit. As a weapon, it presented an existential threat to the safety of people all over the world. It is only natural that certain parties might try to destroy the sword of Damocles that was the DS-1, which makes the attack was reasonably foreseeable.

In addition, the focus on the development of weapons is significant. People do not develop weapons systems for no reason; the end goal of any weapon system is to use it for geopolitical ends. The fact that other nations were developing space weapons suggests that space is now a battleground to be fought over. It is foreseeable that in such a battleground, another party may try to destroy a weapon like the DS-1. The increase militarization, combined with the increased development of weapons for space warfare mean that an attack was reasonably foreseeable.

The argument that an attack was not reasonably foreseeable because of the technical issues involved is without merit. Multiple nations have joined in the

militarization of space. There is a "growing number" of countries are developing the ability to "not merely to access and exploit space but to conduct space warfare as well." Fernandez, *supra*, at 251. Space launches and space actions are no longer limited to only a select few states. *See* Jason Krause, *The Outer Space Treaty Turns 50. Can It Survive a New Space Race?*, 103 APR A.B.A. J. 44, 46 (2017). In fact, countries like China, Iran, Japan, and India have been militarizing outer space and developing space weaponry. Zhang, *supra*, at 431. Numerous states have the capacity to mount such an attack, which makes the possibility reasonably foreseeable.

Furthermore, Skywalker's actions were reasonably foreseeable because international space law anticipates these kinds of actions. In the status quo, states already "seek ways to protect their national security satellites from hostile acts." Ross Brown, *Conflict on the Final Frontier: Deficiencies in the Law of Space Conflict Below Armed Attack, and How to Remedy Them*, 51 Geo. J. Int'l L. 11, 14 (2019). Accordingly, international law has developed principles of how states can respond "to internationally wrongful interference with a victim state's national security satellites" via the doctrines of necessity, self-defense, and countermeasures. *Id.* These principles came about partially because of the ease of which "non-state actors" can "interfere with satellite systems." *Id.* at 15. For example, "it is particularly easy to jam navigation satellite signals…anyone with $50 and a soldering iron can buy parts from a radio store and make a jammer to destroy the GPS signal for a hundred miles." *Id.* (internal citations omitted). If there are legal

structures already set up to deal with an attack on a space object like the DS-1, then it is reasonably foreseeable that such an attack may occur.

Lastly, the actions of Skywalker were reasonably foreseeable because the Empire knew that such actions were possible. When the plans for the DS-1 that revealed the negligent design flaw leaked to the public, the Empire actively tried to prevent third parties from obtaining information about the design flaw. The only reason the Empire would have done so is because it foresaw third parties using that information to harm the DS-1. The circumstances of the attack or odds of success of the attack do not matter, because the Empire *did* foresee an attack from Skywalker. It took active steps to avoid the dissemination of the design flaw. The fact that the Empire tried to prevent others from accessing the DS-1 plans shows how the possibility of an attack based on the design flaw was reasonably foreseeable.

Even if this Court disagrees about foreseeability of Skywalker's actions, the denial of the renewed motion for judgement as a matter of law was correct because the question of foreseeability was properly given to the jury. The discussion of whether or not "an intervening negligent act of a third person constitutes a superseding proximate cause is a question for the jury." *Rupert v. Daggett*, 695 F.3d 417, 426 (6th Cir. 2012); *See also Doyle v. Exxon Corp.*, 592 F.2d 44, 48 (2d Cir. 1979). Even if there are doubts about the foreseeability analysis here, the jury is an appropriate party to handle the question. The jury found for Solo under both but for cause and proximate cause standards, which shows that the denial of the Empire's motion was correct.

4. A terroristic attack does not break the causal chain as a matter of law because some acts are reasonably foreseeable.

This Court should not adopt the brightline rule that acts of terrorism are always sever the causal chain as a matter of law. Instead, this Court should examine each situation contextually to analyze the foreseeability of any terrorist actions. Some acts of terrorism are unpredictable and consequently do break the causal chain. However, it is incorrect to saw that this is always true as a matter of law. In this case, the actions of Skywalker were reasonably foreseeable and sufficiently different from cases involving a terrorist attack to constitute a superseding cause as a matter of law.

Some courts have found terror attacks to be a break in the chain of causation which constitute an intervening cause. *See New Jersey Dep't of Env't Prot. v. U.S. Nuclear Regul. Comm'n*, 561 F.3d 132, 140-41 (3d Cir. 2009); *Port Auth. of New York & New Jersey v. Arcadian Corp.*, 189 F.3d 305, 319 (3d Cir. 1999). These cases cite the unpredictability of terror attacks as a main reason why such attacks are intervening and superseding causes. *Id.*

However, there is a fundamental difference between this case and other cases involving a terrorist attack. The attack in this case was reasonably foreseeable, whereas the attacks in other cases were not. For instance, in both *New Jersey Dep't of Env't Prot.* and *Port Auth. of New York*, the attacks in question were carried out against infrastructure projects, not weapons systems. *New Jersey Dep't of Env't Prot.*, 561 F.3d 140 (3d Cir. 2009); *Port Auth. of New York & New Jersey*, 189 F.3d 305 (3d Cir. 1999). Infrastructure projects like nuclear power plants and buildings

are not typically sources of ire from the international community. Nor do these kinds of facilities present a threat to safety in the same way a space weapon system like the DS-1 does. It is not reasonably foreseeable that a third party will attack an infrastructure project which is not controversial and does not pose a threat.

By contrast, the attack on the DS-1 was reasonably foreseeable. In addition to the foreseeability analysis above, criminal or violent actions of other people are often reasonably foreseeable. For instance, the Ninth Circuit found that it was reasonably foreseeable that violence would result from negligent distribution of firearms, because it is reasonably foreseeable that when people "obtain the firearms" as a result of negligent distribution, "they will use them for criminal activity" and cause harms like "death, serious gunshot wounds, and trauma from witnessing gun violence." *Ileto v. Glock Inc.*, 349 F.3d 1191, 1205 (9th Cir. 2003). The defendant in had reason to know that a third party would use violence because of their conduct, which made the harms reasonably foreseeable.

The same is true in this case. The Empire had reason to know that others would react violently to the launching of the DS-1. They actively sought to keep the plans for the DS-1 from leaking to the public and were aware of the militarization of space and the negative international response to the DS-1. It should have come as no surprise that someone would response with violence. Therefore, it is not appropriate to say terrorist attacks sever the causal chain as a matter of law, because there are instances (like this case) where such acts are reasonably foreseeable.

CONCLUSION

For these reasons, Solo respectfully requests this Court to affirm the Sixteenth's circuit's decision.

Respectfully submitted,

TEAM 22

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