No. 22-cv-1138

IN THE

Supreme Court of the United States

GALACTIC EMPIRE, INC.,
and

THE UNITED STATES OF AMERICA,
PETITIONERS,

v.

HAN SOLO.

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

BRIEF FOR THE RESPONDENT

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QUESTIONS PRESENTED

1. Whether the district court correctly denied the Empire's Rule 12(b)(3) motion and held that venue is proper in the State of Alderaan under 28 U.S.C. § 1391(b)(2) when the Empire's tortious conduct occurred in the State's airspace and Respondent sustained his injuries there.
2. Whether the district court correctly construed "resulting from" in 51 U.S.C. § 50915 of the Commercial Space Launch Activities Act to require but-for causation rather than proximate cause, thereby triggering the United States' duty to indemnify a licensee for a successful third-party claim by Respondent.

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The opinion of the United States District Court for the State of Alderaan is unreported but appears at D.C. No. 19-cv-421 (TK). The opinion of the United States Court of Appeals for the Sixteenth Circuit is unreported and appears at No. 22-cv-1138.

JURISDICTION

On May 4, 2023, the Sixteenth Circuit entered its judgment. On October 6, 2025, this Court granted the petition for writ of certiorari. The jurisdiction of this Court rests on 28 U.S.C. § 1254(1).

STANDARD OF REVIEW

Both issues presented before this Court raise legal questions reviewed de novo**.** The interpretation of 28 U.S.C. § 1391(b)(2) and the legal standard governing motions under Rule 12(b)(3) present pure questions of law that this Court reviews de novo. *See Mitrano v. Hawes*, 377 F.3d 402, 405 (4th Cir. 2004); *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 355 (2d Cir. 2005). The interpretation of the CSLAA's "resulting from" language likewise presents a question of statutory construction subject to de novo review. *See Salazar v. S. San Antonio Indep. Sch. Dist.*, 953 F.3d 273, 284 (5th Cir. 2017); *McCoy v. People*, 442 P.3d 379, 389 (Colo. 2019). To the extent Petitioners challenge the denial of their renewed motion for judgment as a matter of law under Rule 50(b), that ruling is also reviewed de novo, with the Court determining whether a reasonable jury had a legally sufficient evidentiary basis to find for Solo and viewing

the evidence in the light most favorable to the verdict. *See Kim v. Am. Honda Motor Co.*, 86 F.4th 150, 159 (5th Cir. 2023).

STATUTORY PROVISIONS INVOLVED

Pertinent statutory provisions are reproduced in the appendix to this brief. App., *infra*, A–D.

TREATY PROVISIONS INVOLVED

Relevant provisions of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies ("Outer Space Treaty"), Jan. 27, 1967, 18 U.S.T. 2410, 610 U.N.T.S. 205; Convention on International Liability for Damage Caused by Space Objects ("Liability Convention"), Mar. 29, 1972, 24 U.S.T. 2389, 861 U.N.T.S. 187; and Convention on Registration of Objects Launched into Outer Space ("Registration Convention"), Jan. 14, 1975, 28 U.S.T. 695, 1023 U.N.T.S. 15, are reproduced in the appendix to this brief. App., *infra*, D–F.

INTRODUCTION

As human activity expands beyond Earth's atmosphere, federal venue rules must shift with it—not constrict into an altitude-based trapdoor that strips injured parties of any forum at all. Petitioner asks this Court to collapse 28 U.S.C. § 1391(b)(2) into a single-site, gravity-bound test that Congress never adopted. Section 1391(b)(2) is a deliberately flexible provision designed to prevent precisely the "venue gap" that Petitioner's theory would create. Its structure keeps the courthouse doors open when injuries manifest within a judicial district. Because debris from the DS-1 explosion

struck Alderaan and caused injuries and property damage there, Alderaan is a proper venue under § 1391(b)(2).

Once venue is established, the Court must address the liability framework Congress created for harms arising from space activities. Outer space is meant to remain a province of peaceful use and scientific exploration, not a platform for orbital weapons systems. The militarization of space, even under the guise of "planetary defense," contravenes international commitments that outer space be used for "peaceful purposes." Outer Space Treaty, 18 U.S.T. 2410, art. IV. When the destruction of a space station that should never have been placed in orbit injures a peaceful spacefarer, liability properly rests with those who designed, launched, and maintained that system. Under the CSLAA and the treaties it implements, that liability turns on a broad but-for standard, not on state-law foreseeability or superseding-cause screens. Applied here, that framework entitles Respondent Han Solo to the protections Congress enacted.

STATEMENT

A. Factual Background

1. The construction of the DS-1

This dispute, though orbital in scope, began on Earth. In a time long, long ago—in 1998—Galgal launched its Internet search engine. R. at 7a. Today, Galgal dominates the field, controlling roughly eighty-five percent of the global market and serving as the parent company of Petitioner Galactic Empire, Inc. ("Empire"). *Id.*

The Empire emerged after a series of threats to Galgal's leadership and headquarters. In 2007, a meteoroid struck Northern California near Red Canyon Lake, where Galgal executive Sheev Palpatine was camping. *Id.* In response, Palpatine formed the Empire as a planetary defense subsidiary. *Id.* When two additional meteoroids struck Northern California in 2012, this time near Galgal's headquarters in the San Francisco/San Jose area, the initiative intensified. *Id.* Within days, the Empire announced plans to construct "Defense System One" ("DS-1"), a planetary defense station fueled by "hypermatter" and equipped with "superlaser" capability to destroy asteroids before they entered Earth's atmosphere. R. at 8a. Although the announcement drew international condemnation and accusations that constructing the DS-1 would violate treaties prohibiting the placement of weapons of mass destruction into Earth's orbit, the Empire nevertheless proceeded. R. at 3a.

Due to its massive size, the approximately 120-kilometer-wide station had to be assembled in low-Earth orbit, with a projected completion time of ten years. R. at 7a–8a. The Empire launched materials primarily from California, with additional launches elsewhere in the United States, but none from the State of Alderaan. R. at 12a–13a. Around the time of the DS-1's construction, Respondent Han Solo, a U.S. billionaire, was financing and operating private space flights in the same orbital zone as the DS-1. R. at 5a. On the day of its destruction, Solo launched his *Millenium Falcon* into low-Earth orbit for a tourism flight, while the DS-1 orbited nearby directly above the State of Alderaan, roughly 460 kilometers above the surface—

incomplete and nonfunctional. R. at 12a, 14a, 20a. The Empire had intended to move the DS-1 into high-Earth orbit approximately 65,000 kilometers above Earth's surface, safely beyond civilian traffic, once complete. R. at 8a–9a. However, it never reached that altitude.

2. The destruction of the DS-1

On May 25, 2017, unbeknownst to Solo, Alianza Rebelde, a Guatemalan company, executed a coordinated attack to destroy the DS-1. R. at 3a, 13a–14a. Eight to ten days before its destruction, the Empire discovered a critical design flaw: a proton torpedo aimed at a small thermal exhaust port could trigger a chain reaction capable of destroying the entire station. R. at 13a. Instead of repairing the defect, warning others, or otherwise mitigating the vulnerability, it tried to suppress the information—and failed. R. at 13a, 83a.

Using stolen DS-1 plans that revealed the design flaw, Rebel pilot Luke Skywalker launched his T65-B X-wing starfighter from Guatemala, deactivated his targeting computer, and fired a proton torpedo into the two-meter-wide exhaust port in the navigable airspace above Alderaan, detonating the DS-1. R. at 3a, 13a, 20a, 83a. The explosion sent shrapnel flying across orbit, some of which struck Solo's ship, causing significant damage R. at 13a, 20a. Several of those fragments also de-orbited and crashed to Earth, inflicting damage in the State of Alderaan. R. at 3a.

B. Legal and Statutory Background

The Commercial Space Launch Activities Act ("CSLAA"), 51 U.S.C. §§ 50901 *et seq*., is the statutory framework governing private and commercial spaceflight in the United States. It implements the United States' international obligations under three

foundational space law treaties: (1) Outer Space Treaty, 18 U.S.T. 2410; (2) Liability Convention, 24 U.S.T. 2389; and (3) Registration Convention, 28 U.S.T. 695. Article VII of the Outer Space Treaty establishes the baseline rule of state liability for damage caused by space activities, including those of private licensees. Outer Space Treaty, 18 U.S.T. 2410, art. VII. The Liability Convention operationalizes that rule, imposing absolute liability on a "launching State" for damage caused by its space objects on Earth or to aircraft—a fault-based standard. Liability Convention, 24 U.S.T. 2389, art. II.

Under the CSLAA, entities launching objects from within the United States must obtain a federal launch license and maintain liability insurance covering "death, bodily injury, or property damage … resulting from an activity carried out under the license," up to $500 million. *See* 51 U.S.C. §§§ 50903(a), 50904(a), 50914(a)(1). Section 50915 is one of the CSLAA's core provisions—it establishes liability, insurance, and government indemnification for damages "resulting from" licensed space activities. Thus here, it requires the United States to indemnify a licensee, the Empire, for any successful third-party claim exceeding that insured amount, up to $1.5 billion (indexed for inflation). R. at 11a. The Empire fully complied with these requirements: it obtained a license for all DS-1 launches, maintained $500 million in liability coverage, and provided the Government notice of Solo's claim, after which the United States intervened to assist in the Empire's defense. R. at 10a–12a.

C. Procedural Background

At issue in this appeal are proper venue under 28 U.S.C. § 1391(b)(2), raised solely by the Empire, and the causation standard governing CSLAA claims and its

corresponding indemnification obligation under 51 U.S.C. § 50915(a), which both the Empire and the United States challenge. Respondent Han Solo defends the judgments below.

1. District court proceedings

On May 21, 2019, Solo filed suit in the United States District Court for the State of Alderaan against Skywalker, Alianza Rebelde, the Republic of Guatemala, and the Empire, alleging that their actions caused the DS-1 explosion and resulting damage to his ship. R. at 5a. Before the case proceeded to trial, Solo settled with Skywalker and Alianza Rebelde, and the district court granted Guatemala's motion for summary judgement under the Foreign Sovereign Immunities Act ("FSIA"), dismissing Guatemala from the lawsuit[1] and leaving the Empire as the sole remaining defendant. R. at 5a–6a, 15a.

The Empire moved to dismiss for improper venue under Rule 12(b)(3), but presented no evidence supporting its motion, including at the evidentiary hearing. R. at 21a. While Solo did introduce venue-related evidence through expert and lay testimony, the court excluded such under the Federal Rules of Evidence. *Id.* The court first concluded that, as a matter of fact and law, 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's orbital space and impact zone. R. at 20–23a. Second, the court further adopted the Third and Eight Circuits' approach that a defendant challenging venue

[1] While the international treaties underlying the CSLAA impose obligations exclusively on "launching States," Guatemala's involvement was too attenuated to establish it as a launching state under the Outer Space Treaty or the Liability Convention, as it neither launched, procured, nor controlled the DS-1 or the attack that destroyed it. R. at 44a.

bears the burden of showing that venue is improper and held that the Empire failed to carry its burden, independently requiring denial of the motion to dismiss. R. at 21a–22a.

The case proceeded to a jury trial on Solo's tort claims against the Empire. The jury was instructed to apportion responsibility among all potential tortfeasors, including the settling parties, and found both the Empire and Skywalker negligent, assigning each fifty percent of the fault. R. at 15a. At Petitioners' request, the court also submitted a proximate cause question—including foreseeability and superseding cause—to preserve the issue for appeal. R. at 35a. The jury found that the Empire's negligence proximately caused the explosion and that Skywalker's act was not a superseding cause. *Id.* The district court, however, applied the CSLAA's lower "but-for" causation standard and deemed the jury's proximate-cause finding immaterial. R. at 41a.

After the verdict, the Empire and the United States each filed renewed motions for judgment as a matter of law (JMOL) under Federal Rule of Civil Procedure 50(a) and (b), arguing that the CSLAA requires proximate cause and that Skywalker's strike constituted an intervening and superseding cause as a matter of law. R. at 35a–36a. The district court denied those motions, concluding that the jury's findings were supported by sufficient evidence and, in any event, the CSLAA imposed only but-for causation. R. at 52a. The court entered judgment for Solo on May 25, 2022, awarding $2.25 billion in actual damages and $450 million in prejudgment interest, for a total of $2.7 billion. R. at 15a.

2. Court of appeals decision

The Sixteenth Circuit affirmed the district court's venue ruling. R. at 42a–65a. Reviewing de novo the interpretation of Rule 12(b)(3) and 28 U.S.C. § 1391, the court joined the Third and Eight Circuits in holding that a defendant challenging venue bears the burden of showing that venue is improper and agreed that the Empire had not carried that burden. R. at 24a–25a.

The court of appeals also rejected the Empire's argument that venue must be tethered exclusively to terrestrial conduct. R. at 26a. As the court acknowledged, this gravity-bound notion would create an impermissible "venue gap" for CSLAA claims arising solely from outer-space activity and is inconsistent with Congress' design; such claims do not fall out of federal court, into a venue void, simply because the tort occurred above Earth's surface. *Id.* The court emphasized that § 1391(b)(2) does not exclude injuries that materialize in orbit above a judicial district, or in its navigable airspace. R. at 31a. Accordingly, it held that a substantial part of the events or omissions giving rise to Solo's claim occurred in the State of Alderaan, making venue proper under § 1391(b)(2). R. at 27a.

The Sixteenth Circuit also affirmed the district court's interpretation of the CSLAA and its application of a but-for causation standard. R. at 42a. It reviewed de novo the denial of the Empire's and the United States' JMOL, noting that a JMOL is appropriate only where no reasonable jury could find for Solo. R. at 36a. It concluded that the jury had a legally sufficient evidentiary basis to find the Empire negligent and that its conduct was a factual cause of Solo's injuries. R. at 52a.

The court then separately reviewed de novo the legal question raised in the JMOL concerning the CSLAA's "resulting from" language and whether the statute incorporates proximate cause or but-for causation. 36a–37a. It held that the CSLAA applies broadly to injuries "resulting from an activity carried out under a license," not solely to those occurring during launch or reentry, and that the statute therefore requires but-for causation. R. at 46a, 51a–52a. The court declined to address whether Skywalker's actions constituted a superseding cause, explaining that the doctrine has no role where the governing standard is but-for causation. R. at 47a, 52a. Accordingly, it affirmed the district court's opinion in full. R. at 52a.

SUMMARY OF ARGUMENT

I.

This Court should affirm the judgment of the Sixteenth Circuit Court of Appeals holding that the State of Alderaan constitutes proper venue under 28 U.S.C. § 1391(b)(2). Congress authorizes venue in any district where a "substantial part of the events or omissions giving rise to the claim occurred," and those events include the directly causative occurrence and the place where harm manifests. R. at 18a. Both occurred in Alderaan: the DS-1 detonated directly above the State, and debris descended into Alderaan causing injury and property damage. R. at 20a–21a.

Section 1391(b)(2) focuses on where material, claim-creating events occurred, not on where a defendant maintains contacts. Courts across the circuits apply this standard by treating the directly causative occurrence and the resulting harm as substantial events supporting venue. *See, e.g.*, *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d

353, 356–57 (2d Cir. 2005); *Setco Enters. Corp. v. Robbins*, 19 F.3d 1281, 1278 (8th Cir. 1994); *Uffner v. La Réunion Française, S.A.*, 244 F.3d 38, 42–44 (1st Cir. 2001); *Bates v. C & S Adjusters, Inc.*, 980 F.2d 865, 867–68 (2d Cir. 1992). Aviation and maritime precedent confirm the same rule: an over-district occurrence and an in-district impact are venue-anchoring events. *See United States v. Barnard*, 490 F.2d 907, 910–11 (9th Cir. 1973) (supporting that courts routinely treat navigable airspace above a district as part of that district for venue purposes); *United States v. Lozoya*, 982 F.3d 648 (9th Cir. 2020). And *Brunette Mach. Works, Ltd. v. Kockum Indus., Inc.* instructs that venue statutes should not be read to create venue gaps—especially when Congress has already supplied federal jurisdiction. 406 U.S. 706, 710–12 (1972).

Here, the Empire—the sole Rule 12(b)(3) movant—produced no venue evidence whatsoever. R. at 21a–23a. Solo attempted to introduce expert and lay testimony, but the court excluded it under the Rules of Evidence. *Id.* On that evidentiary void, the motion properly failed. Even if the burden rested on Solo, the undisputed record easily establishes that Alderaan is a proper venue. Ultimately, Congress does not require a single "best" venue, as more than one district may be proper under § 1391(b)(2), and nothing in the statute hints that claims occurring above the surface of a state fall into a jurisdictional void.

II.

This Court should also affirm the judgment of the Sixteenth Circuit Court of Appeals holding that the Empire remains liable under the CSLAA, triggering the

United States' indemnification obligation. The CSLAA's liability trigger, that is harm "resulting from" a licensed activity, requires but-for causation. *See* 51 U.S.C. § 50915 *et seq*. This interpretation is compelled by the statute's text and its structure. This Court has consistently read the phrase "results from" to require but-for causality absent a contrary textual indication. *See Burrage v. United States*, 571 U.S. 204, 210–12 (2014). The CSLAA contains no such contrary modifiers such as "directly" or "proximately," which Congress routinely uses to signal a heightened standard.

The CSLAA's structure further confirms that interpretation. Congress established a two-tiered federal liability framework—private insurance backed by federal indemnity— to align domestic law with the United States' treaty obligations. Those treaties require a predictable national liability regime for damage caused by space objects. Petitioners' reading would fracture that structure by importing divergent state proximate-cause rules through the "successful claim" language and undermine § 50919(e)(1)'s directive that the CSLAA be implemented "consistent with" those international obligations.

Even under proximate cause, the Empire remains liable. It discovered a known, fatal design defect in its licensed space object days before the explosion and concealed it rather than repaired it. R. at 13a. As the resulting destruction of the DS-1 was therefore a foreseeable response to the danger the Empire placed in orbit, the Rebel strike can neither be deemed an "extraordinary" superseding cause. *See Jensen v. EXC, Inc.*, 82 F.4th 835, 858 (9th Cir. 2023) (holding that an intervening force becomes a superseding cause only when its operation was both unforeseeable and

abnormal or extraordinary). The Empire initiated a continuous physical chain of events, and its liability remains intact.

Petitioners ultimately ask this Court to rewrite "resulting from" so that the CSLAA becomes a liability ceiling rather than an accountability floor, to inject state-law superseding cause defenses into a uniform federal scheme, and to collapse venue into a gravity-bound test that excludes injuries occurring above a district's surface. Yet, the CSLAA's text, structure, and treaty-implementing purpose foreclose their causation arguments, and § 1391(b)(2)'s language forecloses their venue theory: Alderaan is a proper forum for a claim arising from an explosion over, and debris damage within, its borders, whose skies and citizens bore the brunt of the harm. The judgment should therefore be affirmed, and may the Force of the law remain with Solo—and not with the Petitioners.

ARGUMENT

I. The District Court Correctly Applied 28 U.S.C. § 1391(b)(2)'s Material-Events Test: The Over-Alderaan Explosion and Injuries Are Substantial, Claim-Creating Events, Making Venue in Alderaan Proper

Venue is governed by 28 U.S.C. § 1391, which identifies the federal judicial districts in which a civil action may be heard and, in subsection (b)(2), permits suit in any district where a substantial part of the events giving rise to the claim occurred. Venue is proper in Alderaan because the substantial, claim-creating events that make this dispute legally actionable occurred in Alderaan. Petitioner incorrectly contends that § 1391(b)(2) funnels all space-operations litigation into California

simply because DS-1 was designed, launched, and administered there, effectively treating venue as a contacts-based inquiry rather than an events-based one. R. at 26a–27a.

Congress replaced the rigid "where the claim arose" test with the current "substantial part" formulation to ensure that modern, multi-district disputes—including those involving conduct spanning space and Earth—can be heard where material events and harm occur. Now, courts interpret § 1391(b)(2)'s "substantial part of the events" requirement as an inquiry into the significant, claim-creating events giving rise to the action. [hereinafter, the "material-events" test]. Across circuits, courts apply the material-events test by looking to the causal events, not to background logistics or generalized business contacts. Here, the destruction of DS-1 took place directly above Alderaan and the resulting injuries within Alderaan form the precise events that give rise to Solo's claims, thereby satisfying either test.

This conclusion is reinforced by analogous aviation and maritime precedent, which routinely treats over-district conduct and in-district impact as sufficient venue anchors. *See, e.g.*, *Barnard v. United States*, 490 F.2d 907, 910–11 (9th Cir. 1973) (treating navigable airspace above a district as part of that district for venue purposes); *United States v. Lozoya*, 982 F.3d 648, 653–56 (9th Cir. 2020) (requiring venue for in-flight conduct to be tied to a specific judicial district rather than to every district flown over); *United States v. Dire*, 680 F.3d 446, 455–58 (4th Cir. 2012) (upholding venue for high-seas conduct by tying the offense to a concrete U.S. district to avoid a venue vacuum). These cases confirm the uncontroversial principle that

events occurring above a district, coupled with the "arrival of harm" within it, provide familiar venue hooks.[2]

Courts are divided on which party bears the burden on a Rule 12(b)(3) improper-venue motion. The majority of circuits—including the First, Second, Fourth, Ninth, Eleventh, and Federal Circuits—place the burden on the plaintiff to establish proper venue. R. at 21a–22a. In contrast, the Third and Eighth Circuits apply the minority rule, placing the burden on the defendant movant to show venue is improper. *Id.* The district court expressly adopted the minority, movant-burden approach because improper venue is a waivable affirmative defense—not a jurisdictional inquiry. R. at 25a–26a. Under that framework, Petitioner, as the Rule 12(b)(3) movant, bore—and failed to carry—the burden. *Id.*

Against this settled statutory and precedential backdrop, the dissent's contacts-only rule and the concurrence's altitude line rest on a fundamental misreading of § 1391(b)(2). Both contradict § 1391(b)(2)'s text, history, and structure and would create venue gaps that Congress sought to eliminate. R. at 26a–27a, 32a–33a, 75a–76a. And to the extent Petitioner raises convenience concerns, 28 U.S.C. § 1404(a), not § 1391, supplies the appropriate mechanism.

[2] Courts use "arrival of harm" as a shorthand for locating venue where the legally operative injury first materializes. While not a standalone test, the concept is reflected across circuits applying § 1391(b)(2). *See, e.g.*, *Uffner v. La Réunion Française, S.A.*, 244 F.3d 38, 42–44 (1st Cir. 2001) (venue proper where the insured loss occurred); *Bates v. C & S Adjusters, Inc.*, 980 F.2d 865, 867–68 (2d Cir. 1992) (venue lies where the unlawful letter was received and harm was felt). These cases reflect the common principle that venue is proper where the actionable injury is sustained.

A. Section 1391(b)(2)'s Text and History Establish a Material-Events Framework That Permits Multiple Proper Venues

Pre-1990 law forced courts to select a single district where a claim "arose," even when events in multiple places contributed to the dispute—an approach that encouraged unnecessary litigation over the one proper district. *See Leroy v. Great W. United Corp.*, 443 U.S. 173, 183–84 (1979). The Federal Courts Study Committee's 1990 Report squarely addressed this problem. It recommended allowing suit in any 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 the subject of the action is situated"—language Congress adopted verbatim in the Judicial Improvements Act of 1990 and that remains the governing standard applied here. *See* Fed. Cts. Study Comm., Report 94–96 (1990). Petitioner's California-only rule would effectively undo that deliberate expansion, collapsing § 1391(b)(2) back into the very single-district framework Congress rejected.

Courts have aptly implemented Congress' choice to abandon the "where the claim arose test" in favor of the "material-events" test. *Gulf Ins. Co. v. Glasbrenner*, 417 F.3d 353, 356–57 (2d Cir. 2005). Consistent with that shift, the Eighth Circuit has emphasized that "substantial" does not mean "most," making clear that a district need not host the greatest number of events to satisfy the statute. *Setco Enters. Corp. v. Robbins*, 19 F.3d 1278, 1281 (8th Cir. 1994). That clarification directly forecloses Petitioner's argument that the forum with the largest number of preparatory events must be the only proper venue. To adopt Petitioner's reading of § 1391(b)(2) to

demand a single winning district would resurrect the pre-1990 rigidity Congress expressly rejected.

B. A Circuit-wide Consensus Confirms Alderaan Is Proper Under Any Articulated Interpretation Of § 1391(b)(2)

Petitioner urges this Court to adopt the narrow, contacts-focused approach reflected in the dissent, which mirrors circuits that confine venue to the forum with the greatest concentration of defendant-centered activity. R. at 26a–27a. Both the district court and appellate court, by contrast, applied the material-events framework which look to the significant, claim-creating events rather than to the defendant's operational footprint. R. at 12a–13a, 20a–21a. However, whichever circuit's phrasing this Court adopts, the through-line is the same: § 1391(b)(2) centers material events, tolerates multiple proper venues, and looks naturally to the place where the causative occurrence and the arrival of harm coincide. Alderaan fits that model; Petitioner's contacts-only theory does not.

1. Causality and "arrival of harm"

If this Court adopts the First and Second Circuits' interpretation, venue would still be proper in Alderaan under § 1391(b)(2) given its approach that venue follows the claim-creating causality and the place where harm is felt. The First Circuit in *Uffner v. La Réunion Française, S.A.* held that the sinking of the yacht—where the insured loss occurred—was the "event giving rise to the claim," even though other case-related steps took place elsewhere. 244 F.3d 38, 42–44 (1st Cir. 2001). Building on that same causation-and-impact approach, the Second Circuit in *Bates v. C & S Adjusters, Inc.* explained that venue lies where the plaintiff actually experiences the

legally operative harm. There, the plaintiff received a collection letter at his new address—an act the court deemed the event giving rise to the claim—and held venue proper in the district where that receipt occurred. 980 F.2d 865, 867–68 (2d Cir. 1992). Together, these decisions confirm that both the locus of causality and the arrival of harm are classic § 1391(b)(2) venues. It follows, then, that the DS-1's destruction overhead and the resulting injuries in Alderaan fit squarely within that framework. R. at 20a–21a.

2. "Genesis and focus" and "critical acts"

If this Court adopts the Fourth and Eleventh Circuits' interpretation, venue would still be proper in Alderaan under § 1391(b)(2) given its approach of "genesis and focus" and "critical acts." The Fourth Circuit's decision in *Mitrano v. Hawes* explained that courts must locate the "genesis and focus" of the dispute, i.e., the events that form the core of the plaintiff's claim. 377 F.3d 402, 405–06 (4th Cir. 2004). Similarly, the Eleventh Circuit in *Jenkins Brick Co. v. Bremer* asked where the "critical acts or omissions" giving rise to the claim actually occurred. 321 F.3d 1366, 1371–72 (11th Cir. 2003). Applied here, both formulations point to Alderaan: the genesis and focus of Solo's claims are not the planning meetings or manufacturing steps in California, but (1) the attack on DS-1, (2) its destruction in low Earth orbit over Alderaan, (3) the collision with the Millenium Falcon flying over Alderaan at the time, and (4) the injuries and property damage that manifested on the ground in Alderaan. R. at 20a–21a. Thus, whether this Court asks where the dispute's "genesis and focus" lie or

where the "critical acts" occurred, the answer is the same: the claim-creating conduct happened in Alderaan, and venue properly lies there.

3. "Operative events" versus preparatory or after-the-fact logistics

If this Court adopts the Third and Seventh Circuits' interpretation, venue would still be proper in Alderaan under § 1391(b)(2) given their focus on distinguishing operative events from preparatory or after-the-fact logistics. The Third Circuit's decision in *Cottman Transmission Systems, Inc. v. Martino* explained that venue cannot rest on "preparatory" or "after-the-fact" acts; it must be tied to the events that directly give rise to the claim. 36 F.3d 291, 294 (3d Cir. 1994). Likewise, the Seventh Circuit looks to the location of events "material to the claim," rather than the defendant's generalized business contacts or corporate presence. *See Beverly v. Abbott Labs.*, 817 F.3d 328, 334–35 (7th Cir. 2016) (holding that venue depends on "the events that actually occurred" and "matter to the claim"). Under those formulations, California's pre-launch meetings, planning sessions, and corporate footprint are mere context, not core to the venue question. The operative events that transformed this commercial launch into a tort case are the explosion in low Earth orbit above Alderaan, the debris strike, and the injuries and property damage in Alderaan. R. at 12a–13a, 20a–21a.

The Sixth and Eighth Circuits reinforce this distinction. In *First of Michigan Corp. v. Bramlet*, the Sixth Circuit held that venue lies where the operative effects of the dispute materialize, not simply where background contacts occurred. 141 F.3d 260, 263–64 (6th Cir. 1998). Here, the operative effects—the physical injuries, property

damage, and community impact—are concentrated entirely in Alderaan. R. at 20a–21a. Furthermore, the Eighth Circuit in *Woodke v. Dahm* cautioned against relying on purely derivative injuries disconnected from local conduct. *Woodke v. Dahm*, 70 F.3d 983, 985–86 (8th Cir. 1995). Alderaan's connection is not derivative. It is the location of both (1) the causative occurrence overhead and (2) the immediate, claim-creating injuries on the ground. R. at 20a–21a.

Across the circuits, the result converges: every major articulation of § 1391(b)(2) supports venue in Alderaan. Petitioner's theory would require rejecting that overwhelming consensus in favor of an atextual, contacts-driven rule that the statute does not contain. California's role in pre-launch logistics does not negate Alderaan's venue anchors; at most, it makes both districts proper. Section 1391(b)(2) expressly contemplates this outcome. Because § 1391(b)(2) directs courts to the "events or omissions giving rise to the claim," and because those events occurred over and in Alderaan, the district court correctly concluded that venue lies in Alderaan.

C. Aviation Overflight and High Seas Cases Confirm Airspace Above a District is Part of the District for Venue Purposes

Where tortious conduct spans across states and through space, the Supreme Court has explained that venue may lie in any district where part of the conduct occurred. *See United States v. Rodriguez-Moreno*, 526 U.S. 275, 282 (1999). That principle readily applies to a spacecraft's overflight: the occurrence above Alderaan and the impact within Alderaan each qualify as parts of the conduct giving rise to the claim.

Consistent with that understanding, the Ninth Circuit's aviation and airspace decisions show that treating the airspace above a district as part of the district for venue purposes is not only sensible, but familiar. For example, *United States v. Barnard* recognized that the navigable airspace above a district is effectively part of the district for venue, an adjustment "to the conditions of modern transportation." 490 F.2d 907, 910–11 (9th Cir. 1973) (quoting *Armour Packing Co. v. United States*, 209 U.S. 56, 77 (1908)). The case *United States v. Lozoya* confirmed that selecting the district beneath an overflight is a permissible application of venue principles. 982 F.3d 648, 653–56 (9th Cir. 2020). Those decisions make clear that there is nothing novel about treating DS-1's destruction in low Earth orbit over Alderaan as a substantial event in Alderaan for venue purposes. The only novelty here is altitude; the legal logic is the same.

High-seas venue doctrine further underscores this point. Notably, criminal venue on the high seas applies 18 U.S.C. § 3238 to avoid vacuums, anchoring venue where the defendant is arrested or first brought. Courts apply it in piracy and maritime prosecutions precisely because sovereignty is absent. *See, e.g., United States v. Dire*, 680 F.3d 446 (4th Cir. 2012); *United States v. Ali*, 718 F.3d 929 (D.C. Cir. 2013); *United States v. Shi*, 525 F.3d 709 (9th Cir. 2008). Statute 28 U.S.C. § 1391(b)(2) does the same through a material-events test—occurrence over and impact in the district suffice—without entangling venue in sovereignty debates.

Additional maritime cases confirm Congress' and the circuit courts' longstanding practice of anchoring extraterritorial events to a specific district to avoid venue

vacuums. In *United States v. Thomas*, the Ninth Circuit upheld venue under 18 U.S.C § 3238 for high-seas conduct because Congress provided a domestic hook ensuring it was prosecutable even when no sovereign territory underlay the offense. 753 F.2d 1510, 1527–28 (9th Cir. 1985). Similarly, in *United States v. Layton*, the Ninth Circuit stressed that 18 U.S.C. § 3238 exists precisely to ensure that "crimes not committed in any district" remain triable. 855 F.2d 1388, 1410–11 (9th Cir. 1988). The structural lesson is thus direct: where sovereignty is thin or absent, courts do not treat that gap as disabling—they use statutory venue hooks to tie the conduct to a workable district.

Additionally, Petitioner's analogy to Antarctica fails. Although Petitioner suggests outer space is akin to Antarctica because both are locations over which no U.S. district lies, asserting that conduct occurring there cannot support venue in any federal district, that comparison breaks down under these facts. Accordingly, decisions like *Beattie v. United States*, are inapt. 756 F.2d 91 (D.C. Cir. 1984). There, the D.C. Circuit considered whether Antarctica qualified as a "foreign country" under the Federal Tort Claims Act because no American district underlay the conduct at all, forcing the court into sovereignty-based labels. *Id.* at 93–95. However, this dispute is different in kind: it features an over-district occurrence and in-district injuries tied to an actual U.S. judicial district. Venue is about events, not nomenclature. Neither the Constitution nor § 1391 requires altitude line-drawing to resolve this case. A straightforward event-and-impact analysis suffices: low Earth orbit over Alderaan and Alderaan impact satisfy § 1391(b)(2). R. at 20a–21a.

D. A Material-Events Approach Features Clear Limiting Principles, Illustrated Through Concrete Hypotheticals

A material-events rule provides clear, predictable boundaries. Just as in aviation and maritime cases, venue turns on where the operative event occurred and where the injury was felt—criteria that give both operators and victims fair notice of the proper venue. This doctrinal focus avoids turning § 1391 into an altitude or sovereignty debate, channels convenience arguments to § 1404(a), and prevents venue gaps in a statute for which Congress has already supplied federal jurisdiction. R. at 12a–13a, 20a–21a.

Three limiting principles give the rule predictable edges. The first is materiality: the event or impact must matter to liability, not merely to narrative. *See Glasbrenner*, 417 F.3d at 357. A satellite merely passing thousands of miles overhead during an unrelated malfunction does not create venue; an explosion overhead that produces the debris that injures the plaintiff in the forum does. The second is contemporaneity: the over-district occurrence must be temporally tied to the claimed harm. *See Bates*, 980 F.2d at 867–68. A months-earlier anomaly in another orbit is not enough; a same-pass explosion and debris strike is. *Id.* The third is a non-de-minimis nexus: venue does not rest on a speck of cosmic dust; it rests on meaningful ties to the forum. *See Woodke*, 70 F.3d at 985–86. A scattered micrometeoroid that causes no discernible harm would not qualify; a debris field that breaks windows and injures residents does. *Id.*

These principles are not abstract; they operate cleanly across plausible space-operations scenarios. On one orbital pass, DS-1 might pass over District A and later

explode over District B, with debris falling only in B. Venue would lie in B because the impact there is the event giving rise to the claim, while A's non-causal overpass would fall on the narrative side of the line. That is simply *Bates* and *Uffner* in orbital form. *Bates*, 980 F.2d at 867–68; *Uffner*, 244 F.3d at 42–44. In a second scenario, an explosion occurs over District A and debris impacts both A and B. Venue would lie in both districts: A based on occurrence and impact; B based on impact alone. That is the multi-venue reality Congress authorized—and courts embrace—under § 1391(b)(2). *Glasbrenner*, 417 F.3d at 357; *Setco*, 19 F.3d at 1281. In a third scenario, a remote explosion occurs outside the forum, but debris is redirected by atmospheric conditions and causes primary damage in the forum. Venue would lie in the forum because the claim-creating harm occurs there; the causal chain is neither remote nor incidental. *Uffner*, 244 F.3d at 42–44; *Bates*, 980 F.2d at 867–68.

These filters and illustrations resolve the administrability concerns the dissent raises without inventing an altitude rule or importing sovereignty into venue. R. at 70a–72a. They also underscore why Alderaan is a straightforward case: the over-district occurrence and in-district injuries sit squarely within § 1391(b)(2)'s core, easily clearing any materiality, contemporaneity, or nexus threshold.

E. Petitioner, As Rule 12(b)(3) Movant, Bore the Burden to Prove Improper Venue, and Failed

Courts are divided on which party bears the burden on a Rule 12(b)(3) improper-venue motion, and the split turns on whether venue is treated as jurisdictional or as an affirmative defense. Several circuits view venue as akin to subject-matter jurisdiction and therefore require the plaintiff to establish the propriety of venue.

Under this majority approach—followed by the First, Second, Fourth, Ninth, Eleventh, and Federal Circuits—the plaintiff must make a threshold showing that § 1391(b)(2) is satisfied. R. at 21a–22a. By contrast, the Third and Eighth Circuits adopt the minority rule, grounded in the principle that improper venue is a waivable affirmative defense rather than a jurisdictional prerequisite. *Id.* On that view, the defendant movant—as the party seeking dismissal or transfer—must make an evidentiary showing that venue is improper. *See Myers v. Am. Dental Ass'n*, 695 F.2d 716, 724 (3d Cir. 1982); *United States v. Orshek*, 164 F.2d 741, 742 (8th Cir. 1947); *In re ZTE (USA) Inc.*, 890 F.3d 1008, 1013–14 (Fed. Cir. 2018). This allocation mirrors ordinary affirmative-defense practice and avoids forcing plaintiffs to prove a negative. Additionally, on a Rule 12(b)(3) motion, courts may consider materials beyond the pleadings and resolve reasonable inferences in the non-movant's favor at this stage. *Glasbrenner*, 417 F.3d at 355–57. That allocation makes practical sense: a defendant seeking the benefits of dismissal or transfer should be required to make an evidentiary showing that venue is improper, rather than forcing the plaintiff to prove a negative.

Here, both the district and appellate courts adopted the movant-burden approach, and faced with that burden, the Petitioner offered no venue evidence to support its motion, thereby failing such burden. R. at 21a–23a. Although the court narrowed portions of Solo's proffer (a debris-mapping opinion and a navigation-computer readout), none of that supplies the movant Petitioner with the proof required to disprove venue that it needed to bring itself. R. at 21a–22a. The Petitioner produced

no orbital-track data contradicting the over-Alderaan occurrence; no debris-trajectory analysis showing the impact first materialized elsewhere; and no documentary record to support its "California only" narrative. R. at 21a–23a. On this record, the only affirmative facts are the ones that support venue in Alderaan. R. at 20a–21a.

Petitioner's distinct lack of evidence independently warrants affirmance. A defendant who invokes improper venue as a basis for dismissal but presents no contrary facts cannot demand that a court disregard the material events establishing venue. And even if the burden were on Solo, the undisputed anchors—occurrence over Alderaan and injuries in Alderaan—satisfy § 1391(b)(2). R. at 20a–21a.

F. The Dissent's Contacts-Only Rule and The Concurrence's Altitude Line Misread § 1391(b)(2)

The dissent and concurrence offer different paths to the same mistaken destination: a narrowed reading of § 1391(b)(2) that risks venue gaps in space-operations cases. Neither is consistent with the statute's text, structure, or history.

The dissent would isolate venue to California exclusively because the design, launch, and logistics of DS-1 took place there and Petitioner had no business presence in Alderaan. R. at 68a–69a. But § 1391(b)(2) is not a contacts statute; it asks where material events occurred. *Glasbrenner*, 417 F.3d at 357. Restricting venue to a terrestrial launch site in space-operations cases would produce the very venue gap *Brunette* warns against—leaving many debris victims without any terrestrial venue unless a launch site happened to coincide with their district. *Brunette Machine Works v. Kockum Indus.*, 406 U.S. 706, 710–12 (1972).

Additionally, the concurrence's altitude line is unnecessary and is instead for Congress' domain. R. at 72a–73a. The concurrence would draw a fixed altitude (near the Kármán line) to demarcate where "overflight venue" ends. R. at 73a. But § 1391(b)(2) does not require that kind of line-drawing, and courts have shown for decades that a material-events rule works without bright lines. *See Barnard*, 490 F.2d at 910–11; *Lozoya*, 982 F.3d at 653–56; *Dire*, 680 F.3d at 455–58. If aviation and high-seas venues operate on that principle, then so can space disputes. Entangling § 1391 with contested altitude definitions would transform a straightforward venue statute into a platform for international-law debates.

The concurrence's invocation of the Kármán line underscores precisely why § 1391(b)(2) should not be entangled with contested boundary questions that international law has not resolved. R. at 74a. There is no legally binding altitude at which "airspace" ends and "outer space" begins. Even NASA acknowledges that "there's really no clear boundary between where Earth's atmosphere ends and outer space begins", marking the start of space and that the Kármán line is a scientific approximation, not a jurisdictional boundary. *See* NASA, *Earth's Atmosphere: A Multi-Layered Cake* (Oct. 2, 2019), https://science.nasa.gov/earth/earth-atmosphere/earths-atmosphere-a-multi-layered-cake/.

Section 1391(b)(2) avoids that problem by asking only where substantial, claim-creating events occurred—and on this record, those events occurred over and in Alderaan. R. at 20a–21a. If international law itself cannot say where "space" begins,

it would be unfounded to hold that § 1391(b)(2) silently depends on that line to determine whether Alderaan is a proper venue.

G. Section 1404(a)—Not § 1391—Addresses Convenience

Petitioner repeatedly invoked California's supposed convenience—its launch facilities, witnesses, and logistical ties—as a reason to funnel the case there, but that is a § 1404(a) argument, not a § 1391(b)(2) one. R. at 26a–27a. This distinction matters: § 1391(b)(2) answers where substantial events occurred; § 1404(a) calibrates which proper venue should hear the case. Preserving that division keeps doctrine clean and predictable. Using transfer to police convenience keeps § 1391 focused on where claim-creating events and impacts occurred and avoids judicially inventing altitude lines or sovereignty thresholds foreign to the text.

Conclusively, § 1391(b)(2) asks where material events occurred, and the directly causative occurrences here—the attack, explosion, and fragment strike in low Earth orbit over Alderaan, along with the impact and injuries in Alderaan—each qualify as "events giving rise to the claim." R. at 20a–21a. California's logistics do not negate those anchors; at most, they make California also proper. R. at 12a–13a. But Petitioner, as the Rule 12(b)(3) movant, still bore—and failed to carry—the burden to prove improper venue. R. at 21a–23a. And adopting Petitioner's reading of § 1391 would create precisely the venue gap the Supreme Court warned against in *Brunette*, 406 U.S. at 710–12. For these reasons, the judgment should be affirmed.

II. The District Court Correctly Interpreted the CSLAA's Text and Structure to Establish a But-For Standard and to Hold the Empire Solely Liable for Solo's Harms

Section 50915 of Title 51 operationalizes the CSLAA's liability regime for harms "resulting from" licensed space activity, thereby establishing a risk-allocation baseline. R. at 10a. Importantly, the statute's purpose is to guarantee compensation, not limit it. Petitioners now ask this Court to unravel that framework and avoid liability after the very risk Congress sought to allocate materialized against them.

Consistent with the statute's intended scope, the district court correctly held, and the Sixteenth Circuit affirmed, that the CSLAA phrasing denotes but-for causation, not proximate cause limitations, thereby holding the Empire liable for the harm "resulting from" its licensed space activity. R. at 41a, 46–47a. That interpretation aligns with congressional intent, comports with this Court's prior treatment of the phrase, and, by analogy, reflets Newton's First Law of Motion: once a chain of motion is set, each force produces a predictable and traceable effect. *Newton's Laws of Motion*, Encyc. BRITANNICA (Oct. 11, 2025), https://www.britannica.com/science/Newtons-laws-of-motion. The proper inquiry, therefore, is a factual but-for one: Whether the Empire's defective design and subsequent launch of the DS-1 initiated a continuous causal chain of forces without which Solo's injury would not have occurred.

A. The CSLAA Covers Solo's Claims

This Court has made clear, absent textual or contextual indications to the contrary, that the phrase "results from" imports a but-for causation standard. *See,*

e.g., Burrage v. United States, 571 U.S. at 210–12 ("Where there is no textual or contextual indication to the contrary, courts regularly read phrases like "results from" to require but-for causality."). The CSLAA's text fits that default. Although traditional tort law was developed for Earth-bound disputes, Congress intentionally closed the orbital gap by drafting a broad statutory scheme extending liability across the full reach of space operations, resulting from any space activity . 51 U.S.C. §§ 50914–50915.

Moreover, ordinary usage confirms the point: to say that one thing 'results' from another means that it happens *because* of it; the outcome would not have occurred without the earlier act or event. *See Univ. of Tex. Sw. Med. Ctr. v. Nassar*, 570 U.S. 338, 346–47 (2013); *Bostock v. Clayton Cty., Ga.*, 590 U.S. 644, 656 (2020). Congress did not qualify "resulting from" with modifiers such as "directly," "proximately," or "solely," which it routinely employs when it intends a heightened causation standard. *See e.g.*, 18 U.S. Code § 3663A(a)(2) (defining victims "directly and proximately harmed"). Other federal courts applying the same phrasing have likewise read "resulting from" to require but-for causation absent contrary cues. *See United States v. Regeneron Pharms., Inc.*, No. 23-1463, 2025 WL 1234567 (1st Cir. 2025); *United States ex rel. Cairns v. D.S. Med. LLC*, 42 F.4th 828 (8th Cir. 2022).

Petitioners, conversely, try to avoid that straightforward reading in three steps. First, they argue for a narrow reframing of the CSLAA to cover only launch/reentry injuries to force a reversion to state tort law (as Solo's harm would fall outside the statute and the case would revert to Alderaan's governing application of proximate

cause). Second, in the alternative, if the CSLAA *does* apply, Petitioners argue "resulting from" means proximate cause after all, and the resulting harm was not a foreseeable result of their conduct. *Hakim v. Safariland, LLC*, 79 F.4th 861, 872 (7th Cir. 2023). Third, they claim Skywalker's strike was an extraordinary, superseding cause that severs the Empire's liability. However, the statutory text and record foreclose all three arguments.

1. "Resulting from" ≠ "occurs during"

Petitioners invoke the whole-text canon to portray Chapter 509 as limited to injuries "that occur during launch or reentry," not to space activities generally. R. at 77a. But reading a statute as a whole does not permit one provision to swallow another. *See United States v. Morton*, 467 U.S. 822, 828 (1984) (holding that statutes must be read so every clause has meaning); *see also* ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS § 26, 174 (2012) ("[I]f possible, every word and every provision is to be given effect …. None should be ignored.").

The specific references to "launch" and "reentry" throughout Chapter 509 organize limits and insurance aggregation, while the broader causal trigger—"resulting from an activity carried out under the license"—defines the scope of coverage. §§ 50915(a), 50914(a)(3). When those provisions are read together, the result is straightforward: Solo's injuries, caused by the Empire's licensed launch of the DS-1, falls within the CSLAA's coverage. The language, "related to one launch or reentry," simply governs how claims are counted, not which ones qualify. Thus, nothing in Chapter 509

restricts recovery to harms that happened directly during launch or reentry. R. at 13a.

The dissent's contrary interpretation of the statute is, ergo, alogical. R. at 77a. Its claim that an injury that "results from an activity carried out under the license" is "*similarly*" an "injury that occurs during space launch or reentry" inverts the statute's logic. R. at 77a. By collapsing what the license governs into when it applies, the dissent confuses sufficiency with necessity, treating what Congress made enough ("results from") as if it were required ("occurs during"). That is a syllogistic fallacy[3] of the very kind Aristotle warned against.

2. The CSLAA interpretation is reinforced by United States' treaty obligations

Interpreting "resulting from" to encompass a straightforward causal chain is not only faithful to the CSLAA's text, but necessary to give effect to the central principle underlying the international space treaties it implements: that launching states are responsible for the damage their space objects cause "at any stage" of operation. R. at 51a; *see also* Liability Convention, 24 U.S.T. 2389, art. VII; 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, 16–18 (2005) (noting that the CSLAA's indemnification scheme both "assuage[s] investor fears of unlimited

[3] The logical fallacy of affirming the consequent: the statute says: if an injury results from a licensed activity, then it is covered (If A → B). The dissent flips this and assumes: if an injury is covered, then it must have occurred during the licensed activity (B → A). That is the fallacy of affirming the consequent by treating a sufficient condition ("results from") as though it were a necessary one ("occurs during").

liability," and "satisf[ies] treaty obligations under the Liability Convention"). These treaties exist precisely to prevent catastrophic orbital accidents like the DS-1 explosion.

Article VII of the Outer Space Treaty is unequivocal: launching states are "internationally liable for damage ... by such object or its component parts on the Earth, in air space or in outer space." Outer Space Treaty, 18 U.S.T. 2410, art. VII. The operative phrase, "component parts," which is also used in Article I(b) of the Registration Convention to define "space object," captures debris, fragments, and shrapnel originating from a space object, whether during normal operation, disintegration, or collision. *See* United Nations Office for Outer Space Affairs, *Space Debris Mitigation Guidelines of the Committee on the Peaceful Uses of Outer Space* (2010), 1, https://www.unoosa.org/pdf/publications/st_space_49E.pdf. Thus, the Empire and the United States remain liable for the debris it produced. In short, when fragments from the DS-1 damaged another vessel, that damage fell squarely within the scope of Article VII, a treaty designed precisely to ensure accountability for such orbital debris.

Article II and III of the Liability Convention further clarify such scope, stating that a launching State shall be liable "if the damage is due to its fault or the fault of persons for whom it is responsible." Liability Convention, 24 U.S.T. 2389, art. II–III. Fault, as used in this context, is a deliberately flexible standard that sets a baseline of responsibility, not a foreseeability screen. In point of fact, the Sixteenth Circuit explicitly recognized that 51 U.S.C. § 50919(e)(1) effectuates that treaty purpose

without miring courts in "procedural niceties" like foreseeability or intervening-and-superseding causes. R. at 51a. The United States should not construe its own space liability statute in a way that undercuts the very treaty obligations it was enacted to fulfill. And, although these treaties are non-self-executing and create no private rights of action, they remain as critical interpretative guideposts for understanding Congress' intent in enacting the CSLAA. R. at 43a–44a. Viewed through that lens, Petitioners' conduct fits squarely within the "fault" contemplated by both the Liability Convention and its domestic counterpart.

The Empire cannot repackage the DS-1 as a purely altruistic "planetary defense" project to escape fault. At its core, it was a project catalyzed by threats to Galgal's own executives and headquarters, designed to protect corporate interests, not the general public. The meteoroid strikes near Galgal's leadership in 2007 and 2012 prompted the company to construct this localized orbital weapon for the very purpose of shielding its own assets. R. at 7a. Had those meteoroids struck elsewhere on Earth, it is doubtful Galgal would have pursued such a system. That self-serving design choice, one that never did reach its stated defensive objective before destruction, magnifies its degree of "fault." By prioritizing private assets over public safety, the Empire expanded its scope of foreseeable risk, and the resulting harm predictably fell on the very civilians it claimed to protect.

Where the Outer Space Treaty and Liability Convention may leave gaps in defining the scope of prohibited space activity, the CSLAA fills those lacunae by extending a broad domestic liability framework. The statute's "resulting from"

standard reflects Congress's intent to implement these treaty principles and to ensure expansive accountability for damage caused by space objects—whether or not their use was nominally defensive. *Cf* NASA, *Planetary Defense at NASA*, https://science.nasa.gov/planetary-defense/ (last visited Nov. 14, 2025) (defining "planetary defense" as NASA's mission to detect, track, and understand potentially hazardous asteroids and to employ *passive* deflection measures, such as kinetic impactors, to alter their trajectories, not *offensive* measures using superlasers that generate millions of hazardous fragments); Daniel Lawler & Issam Ahmed, *Here Are Our Defense Options Against Potential 'City Killer' Asteroid Impact*, SCI. ALERT (Feb. 20, 2025), https://www.sciencealert.com/here-are-our-defense-options-against-potential-city-killer-asteroid-impact.

3. Text, context, and canon: every indicator points to but-for

To the extent any ambiguity remains, this Court may be guided by the *Charming Betsy* cannon: "An act of Congress ought never to be construed to violate the law of nations if any other possible construction remains." *Murray v. The Charming Betsy*, 6 U.S. (2 Cranch) 64, 118 (1804). Petitioners' push for a proximate cause standard would narrow liability below the baseline established by the Liability Convention, thereby placing domestic law in tension with the very international obligations it was designed to implement. Construing the CSLAA to maintain a but-for standard thus honors both congressional intent and the United States' commitment to an "effective liability régime" for space activities. *See* James P. Lampertius, *The Need for an*

Effective Liability Régime for Damage Caused by Debris, 17 Annals Air & Space L. 157 (1992).

The dissent's reliance on the language from *Burrage*, citing a "textual or contextual indication to the contrary" of a but-for causation reading, is misplaced. R. at 57a; *Burrage*, 571 U.S. at 212. (presuming "results from" means but-for unless text or context says otherwise). Specifically, the dissent asserts that § 50915's "successful claim" language provides that contrary indication by shifting focus to the underlying third-party suit between Solo and the Empire, which, on the dissent's view, would be governed by state tort law and require proof of proximate cause. *Burrage*, 571 U.S. at 212. The government's duty to indemnify would be triggered only after the Empire lost or settled that original lawsuit under such proximate cause scheme. However, that reading places blinders on *Burrage:* every contextual cue here supports but-for, and none cuts against it.

First, the phrase "successful claim" functions as a procedural trigger, not a causal standard. It merely triggers the government's indemnity obligation; it does not reimport state tort concepts like proximate cause. To argue that it does is groundless, literally. The International Space Treaties that gave rise to the CSLAA do not mention negligence nor proximate cause. R. at 49a. If Congress meant to imply the third-party lawsuit, it would have said so explicitly and not layered the "successful claim" language inside the section about the federal government's indemnity process.

Second, read in context, and consistent with *Charming Betsy*, "resulting from" must retain its but-for meaning to preserve the CSLAA's uniform, treaty-consistent

liability framework. Congress established two layers of liability: the private operator's first-tier insurance and the government's second-tier indemnity. The dissent's approach erases that distinction, converting a uniform federal payment scheme into a patchwork of fifty state tort systems. That approach would risk non-compliance and would contradict 51 U.S.C. § 50919(e)(1), the CSLAA provision directing that the Act be implemented "consistent with" the United States' international obligations—obligations that require a single, predictable national liability regime. R. at 44a. The better fit—for the text, the treaties, and the physics—is but-for causation.

B. The Empire Possessed Knowledge and Control Over the Resulting Harm and Thereby Increased the Scope of Foreseeable Risk

While Petitioners allude that adopting a but-for standard could expose launching states to "limitless liability" for remote or unforeseeable harms, that warning is neither new nor persuasive. *See Anza v. Ideal Steel Supply Corp.*, 547 U.S. 451 (2006) (distinguishing proximate cause from but-for causation and explaining that proximate cause requires a direct relation between the injury asserted and the alleged wrongdoing). This Court has already rejected that argument. In *CSX Transportation, Inc. v. McBride,* the Court upheld a causation instruction imposing liability where the defendant's negligence "played any part, even the slightest," in producing the injury. 564 U.S. 685, 700 (2011). It concluded that a half-century of experience with such a standard "gives little cause for concern," and has produced *not a single case* with "absurd or untoward" results. *Id.* at 699–701. The Court also recognized that because "proximate cause" has no single, coherent meaning, as courts

have alternated among "immediate … antecedent," "efficient, producing cause," "substantial factor," and "foreseeable … consequence" tests, it would actually inject doctrinal inconsistency rather than impose any meaningful limits. *Id.* at 701; *see also Kemper v. Deutsche Bank AG*, 911 F.3d 383, 392 (7th Cir. 2018) (noting that the definition of proximate cause "has escaped judges, lawyers, and legal scholars for centuries").

Fundamentally, *McBride* confirms why Congress avoided that confusion: where a federal statute already contains its own limiting principles, a relaxed causation standard is both permissible and appropriate. 564 U.S. at 704. The CSLAA does exactly that. It expressly limits recovery to harms "resulting from an activity carried out under the license," ensuring that only injuries with a meaningful factual connection to the licensed operation fall within the statute. 51 U.S.C. § 50915(a). For that reason, there are no "unforeseeable plaintiffs" in CSLAA cases; recovery is narrowed by text, not by an amorphous proximate-cause screen. *See McBride*, 564 U.S. at 704.

Within that framework, courts have long recognized that foreseeability turns on the defendant's knowledge of the danger, and its ability to control the resulting risk. *See Petition of Kinsman Transit Co.*, 338 F.2d 708, 724 (2d Cir. 1964). The Empire possessed both. It knew the DS-1 had a fatal design flaw days before the attack, and it knew the plans revealing that flaw had been stolen. R. at 83a. Given the intense public outcry branding DS-1 a treaty-violating weapon, and the obvious reason one

would steal such plans—to exploit the defect—the harm was plainly foreseeable. R. at 3a, 19a, 61a, 63a.

Further, while the Empire could not control the theft of the DS-1 plans, it could control its response. Instead of repairing the defect, warning others, or otherwise mitigating the vulnerability, it tried to suppress the information—and failed. R. at 83a. The Empire chose concealment over correction, further solidifying its "fault" under Article III of the Liability Convention. *See, e.g.*, Frans. G. von der Dunk, *Too-Close Encounters of the Third Party Kind: Will the Liability Convention Stand the Test of the Cosmos 2251-Iridium 33 Collision?*, PROCEEDINGS OF THE INT'L INST.OF SPACE L. 199, 203 (2009) (documenting Cosmos 2251–Iridium 33 collision and concluding that, because Cosmos 2251 had been uncontrollable for fourteen years, only Iridium 33 could have altered course to avoid the collision, and thus bore the fault for the incident). When the DS-1 failed exactly as the defect predicted, that was not an "unforeseeable" space anomaly; it was the realization of a risk the Empire created. Restatement (Second) of Torts: Intentionally Tortious or Criminal Acts Done Under Opportunity Afforded by Actor's Negligence § 448 (1965) (explaining that a third party's criminal act is not a superseding cause when the original actor knew or should have known their conduct created the opportunity for that crime).

In disputing that point, the dissent reframes the foreseeability inquiry in deliberately emotive terms, asking whether the Empire and the United States could truly have "reasonably foreseen that an unbalanced space pirate" had the capacity to act here. R. at 69a. Such a formulation invites a reflexive "no," using loaded rhetoric

to steer the answer rather than illuminate the legal standard. It offers provocation, not clarification. And, it operates as a red herring, diverting attention from the proper inquiry: whether the Empire's negligence foreseeably increased the risk that the DS-1 would be destroyed by an enemy attack. *See Palsgraf v. Long Island R.R. Co.*, 162 N.E. 99, 100 (N.Y. 1928) (focusing on whether the defendant's conduct increased the risk of the very harm that occurred). To that, the answer is plainly "yes."

Crucially, foreseeability does not require predicting the precise manner of harm, only the general type of risk that made the conduct negligent in the first place. The precise method used here—proton torpedoes through a thermal exhaust port—may have been novel, but the general type of event, an attack exploiting the DS-1's known vulnerability, was foreseeable. Fowler V. Harper, *The Foreseeability Factor in the Law of Torts*, 47 Ind. L.J. 470 (1932) (noting that a defendant need not foresee the precise manner of injury so long as the general harm is a foreseeable outcome of negligent conduct).

That principle applies whether on Earth or in orbit: the greater the known danger, the broader the range of harms foreseeably within the actor's scope of risk. *See* Restatement (Third) of Torts: Physical & Emotional Harm § 29 (2009) (limiting liability to harms within the risks that made the conduct tortious); *see also United States v. Carroll Towing Co.*, 159 F.2d 169, 173 (2d Cir. 1947) (explaining that the duty of care scales with the probability and gravity of harm). The DS-1 operated in low-Earth orbit amid civilian and tourist traffic, an environment where debris

striking third parties was the natural and probable consequence of deploying a massive orbital weapon. R. at 5a. Indeed, Skywalker's strike was merely one manifestation of that foreseeable risk. By launching construction materials and components through the same commercial orbital lanes used by tourist flights, the Empire made collisions not only foreseeable but inevitable. R. at 8a. A single fragment from any launch was just as likely to have struck Solo's ship as the Rebel torpedo that ultimately did.

Notably, the hazard of cascading orbital debris, known as the *Kessler syndrome*, has been documented for decades. *See* Chelsea Muñoz-Patchen, *Regulating the Space Commons: Treating Space Debris as Abandoned Property in Violation of the Outer Space Treaty*, 19 CHI. J. INT'L L. 233, 241 (2018). In 1978, NASA scientists Donald J. Kessler and Burton G. Cour-Palais warned that when debris density in low-Earth orbit exceeds a critical threshold, collisions can trigger a self-perpetuating chain reaction of fragmentation, threatening every object in orbit. *Id.* at 241. This risk was publicized nearly four decades before DS-1's construction, and its explosion only intensified such risk. While no court has yet adopted the cascade-effect theory as an independent legal rule, the hazard is universally recognized in aerospace science and informs the standard of foreseeability in orbital operations. *Id.* The DS-1's destruction—at low orbit, generating shrapnel that damaged Solo's craft—illustrates precisely the type of foreseeable orbital-debris cascade that the Kessler effect describes.

C. Skywalker's Strike Was Not an Intervening-Superseding Cause Severing the Empire's Liability

Even assuming arguendo that proximate cause applies here, a defendant can only "escape" liability if an intervening act is deemed superseding, thereby breaking the causal chain and becoming the sole legal cause of the harm. R. at 39a; *see Exxon Co., U.S.A. v. Sofec, Inc.*, 517 U.S. 830, 836 (1996) (limiting the doctrines of intervening and superseding cause to proximate cause cases, not cause in fact). Yet, under the Restatement (Second) of Torts §§ 442–447, an intervening act becomes superseding only when it is both unforeseeable and *extraordinary* in light of the risk created by the defendant's conduct. The chain of events here was neither.

Having possessed both knowledge of the danger and control over mitigating it, confirming foreseeability, the Empire cannot now characterize the Rebels' response as an extraordinary superseding act, severing its liability. *Derdiarian v. Felix Contracting Corp.*, 414 N.E.2d 666 (N.Y. 1980) (holding that a negligent actor is not relieved when the intervening act was a foreseeable consequence of the risk created). The Empire's negligence made this precise outcome foreseeable, and nothing about Skywalker's strike was extraordinary in kind or degree. To argue as much would not just be appealing the law, it would be appealing physics.

In space, causation is continuous, not divisible: once the Empire launched the DS-1, it set in motion a sequence of physical and legal consequences traceable to that initial negligence, consistent with Newton's First Law of Motion.[4] For an object to be

[4] An object at rest remains at rest, and an object in motion remains in motion at constant speed and in a straight line unless acted on by an unbalanced force. NASA, *What are Newton's Laws of Motion?*, https://www1.grc.nasa.gov (last visited Oct. 23, 2025).

pushed off its predictable path, it must be acted upon by an independent, extraordinary force. No such force intervened here. Skywalker's shot did not "break" the causal chain; it activated it. The Empire's dangerous defect was a latent energy source in orbit, the "loaded gun," and the torpedo was merely the trigger. *See Burrage*, 571 U.S. at 211 (explaining that the cause that sets in motion the chain of reactions remains a but-for cause of the final harm, even if another actor's force directly interacts later).

Petitioners' attempt to isolate their negligence in time also fails Newton's Third Law of Motion. They try to frame the Empire's launch as a completed act and Skywalker's attack as an independent, unforeseeable event. But as Chief Justice Yoda warns, "Do. Or do not. There is no try:" the Empire cannot "try" to split a continuous causal sequence into discrete, exculpatory pieces. Newtonian logic, and basic foreseeability, reject that framing. Newton teaches that every action has an equal and opposite reaction. Contrary to ordinary diction, the "reaction" does not follow the "action" sequentially; it exists because of, and alongside, it—simultaneously. Once the Empire placed the DS-1 in orbit, it set in motion a continuous chain of forces that naturally included defensive reactions from those endangered by it. Skywalker's intervention was responsive, *not* superseding. One who lights the fuse cannot call the explosion an intervening act.

The Rebels' timely use of the stolen plans to mount an orbital strike does not rescue Petitioners' superseding cause theory on "*highly extraordinary*" grounds either. R. at 79a, 82a. For such an event was anything but unexpected, nor

extraordinary. Indeed, it was no more remarkable than Skywalker disabling his targeting computer and still striking a two-meter exhaust port. R. at 83a. Skywalker, trained by Yoda and attuned to the Force, reasonably could have achieved such accuracy without computer assistance. Likewise, a Rebel Alliance active since 2 BBY reasonably could have executed a rapid, effective attack plan. This was not their first space rodeo.

The dissent's final attempt at this theory relies on rhetoric, not legal reasoning, painting a "constellation of circumstances" metaphor to claim this event required a "perfect alignment" of such "highly extraordinary" circumstances. R. at 83a. But even their flourishing rhetoric collapses under scrutiny: constellations do not align. The stars in any constellation are light-years apart, only appearing grouped from our limited vantage point on Earth.[5] It is an optical illusion. So too here: the events were no miraculous alignment of the stars, but the ordinary, predictable unfolding of the risk the Empire set in motion. Strip away the rhetoric, and nothing remains extraordinary.

Petitioners' superseding cause theory is ultimately circular. They begin by assuming Skywalker's strike was unforeseeable, and therefore superseding, and use that assumption to argue the CSLAA must incorporate proximate cause. Having imported proximate cause, they point back to that same assumption to claim the strike was indeed superseding. R. at 35a. The argument never demonstrates

[5] *See* NASA, *What Are Constellations*, https://spaceplace.nasa.gov/constellations/en/ (last visited Oct. 18, 2025) (noting stars in a constellation are not connected at all); Am. Museum of Natural History, *What is Astronomy*, https://www.amnh.org/explore/ology/astronomy/what-is-astronomy? (last visited Oct. 18, 2025) (explaining the apparent grouping is an illusion).

unforeseeability; it merely presumes it. A theory that uses its conclusion as its premise cannot sever causation; it is *petitio principi*—begging the question. And caught in that logical loop, Petitioners cannot "uno-reverse" liability here.

D. The Empire's Liability Stands: By Law, Fact, and Final Judgment

Even if this Court were to adopt Petitioners' preferred, proffered proximate cause interpretation, their argument collapses under its own weight, and the outcome remains unchanged. At Petitioners' behest, the district court already instructed the jury on both proximate and superseding cause, following Restatement (Second) of Torts §§ 442 and 448. R. at 41a; Restatement (Second) of Torts: Considerations Important in Determining Whether an Intervening Force Is a Superseding Cause § 442 (1965); Restatement (Second) of Torts: Intentionally Tortious or Criminal Acts Done Under Opportunity Afforded by Actor's Negligence § 448 (1965). The jury found that the Empire's negligent design of the DS-1 proximately caused the explosion and that Skywalker's actions were not a superseding cause relieving the Empire of liability. R. at 41a. The appellate court affirmed, holding that the evidence did not "conclusively demonstrate that Skywalker's actions were an intervening and superseding cause." R. at 41a, 65a.

Although the district court ultimately deemed the jury's findings "immaterial" in light of its application of the CSLAA's but-for standard, they remain part of the record. R. at 35a n. 15, 41a. That record demonstrates that the Empire's conduct satisfies either test. R. at 40a–41a. Petitioners' loss is thereby not a function of the statute's phrasing, but of the facts found against them. *See United States v. Gaudin*,

515 U.S. 506, 518 (1995) (clarifying that questions of factual causation are for the jury, not for appellate re-weighing).

Rewriting "resulting from" now to import a new legal standard would retroactively alter settled principles of liability and disturb the legal consequences of the jury's verdict, precisely the "potential for mischief" this Court cautioned against in *Landgraf v. USI Film Products*: 511 U.S. 244, 283 (1994). Likewise, as this Court firmly established in *United States v. Winstar Corp*., parties cannot escape settled obligations simply because a different legal theory would have yielded a more favorable outcome. 518 U.S. 839, 861 (1996).

At bottom, Petitioners seek to relitigate facts they have already lost, under both standards and before two courts. But their effort to do so is neither effective advocacy, nor coherent law—it is repetition. In life, doing the same thing and expecting a different result is insanity; in law, it is futile litigation.

E. Affirm the Empire's Liability

Ultimately, Petitioners' effort to rewrite the CSLAA's plain terms collapses under the weight of both law and logic. Congress drafted the statute to ensure compensation for harm "resulting from" licensed space activities, language this Court has repeatedly read to mean but-for causation Nothing in the text, structure, or treaties it implements suggests otherwise. Even under Petitioners' preferred proximate-cause framework, liability stands: the Empire designed, launched, and concealed a fatally defective weapon and the foreseeable, ordinary consequence of that negligence was debris from the DS-1's destruction striking Solo's ship. The chain of events here was continuous, not broken; foreseeable, not extraordinary. This case began with the

Empire's affirmative acts and ends with damage "resulting from" that same enterprise. Respectively, this Court should affirm the district court's reading of the CSLAA to imply but-for causation and hold the Empire liable for its damaging activities under its space-launch license. Defend this interpretation, we do.

CONCLUSION

Affirmed, the judgment of the Sixteenth Circuit Court of Appeals should be.

Respectfully submitted,

ATTORNEYS FOR RESPONDENT

NOVEMBER 2025

APPENDIX

I. Statutory Provisions

1. 28 U.S.C. § 1391(b)(2) provides:

(b) VENUE IN GENERAL—A civil action may be brought in—

> **(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;

2. 51 U.S.C. § 50915 *et seq*. provides:

(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. To the extent insurance required under section 50914(a)(1)(A) of this title is not available to cover a successful third party liability claim because of an insurance policy

exclusion the Secretary decides is usual for the type of insurance involved, the Secretary may provide for paying the excluded claims without regard to the limitation contained in section 50914(a)(1).

(3)

(A) A person described in this subparagraph is—

(i) a licensee or transferee under this chapter;

(ii) a contractor, subcontractor, or customer of the licensee or transferee;

(iii) a contractor or subcontractor of a customer; or

(iv) a space flight participant.

(B) Clause (iv) of subparagraph (A) ceases to be effective September 30, 2028.

(b) NOTICE, PARTICIPATION, AND APPROVAL.—Before a payment under subsection (a) of this section is made—

(1) notice must be given to the Government of a claim, or a civil action related to the claim, against a party described in subsection (a)(1) of this section for death, bodily injury, or property damage or loss;

(2) the Government must be given an opportunity to participate or assist in the defense of the claim or action; and

(3) the Secretary must approve any part of a settlement to be paid out of appropriations of the Government.

(c) WITHHOLDING PAYMENTS.—

The Secretary may withhold a payment under subsection (a) of this section if the Secretary certifies that the amount is not reasonable. However, the Secretary shall deem to be reasonable the amount of a claim finally decided by a court of competent jurisdiction.

(d) SURVEYS, REPORTS, AND COMPENSATION PLANS.—

(1) If as a result of an activity carried out under a license issued or transferred under this chapter the total of claims related to one launch or reentry is likely to be more than the amount of required insurance or demonstration of financial responsibility, the Secretary shall—

(A) survey the causes and extent of damage; and

(B) submit expeditiously to Congress a report on the results of the survey.

(2) Not later than 90 days after a court determination indicates that the liability for the total of claims related to one launch or reentry may be more than the required amount of insurance or demonstration of financial responsibility, the President, on the recommendation of the Secretary, shall submit to Congress a compensation plan that—

(A) outlines the total dollar value of the claims;

(B) recommends sources of amounts to pay for the claims;

(C) includes legislative language required to carry out the plan if additional legislative authority is required; and

(D) for a single event or incident, may not be for more than $1,500,000,000.

(3) A compensation plan submitted to Congress under paragraph (2) of this subsection shall—

(A) have an identification number; and

(B) be submitted to the Senate and the House of Representatives on the same day and when the Senate and House are in session.

3. 51 U.S.C. § 50914 *et seq*. provides:

(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.

(2) The Secretary of Transportation shall determine the amounts required under paragraph (1)(A) and (B) of this subsection, after consulting with the Administrator of the National Aeronautics and Space Administration, the Secretary of the Air Force, and the heads of other appropriate executive agencies.

(3) For the total claims related to one launch or reentry, a licensee or transferee is not required to obtain insurance or demonstrate financial responsibility of more than—

(A)

(i) $500,000,000 under paragraph (1)(A) of this subsection; or

(ii) $100,000,000 under paragraph (1)(B) of this subsection; or

(B) the maximum liability insurance available on the world market at reasonable cost if the amount is less than the applicable amount in clause (A)(i) or (ii) of this paragraph.

(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.

4. 51 U.S.C. § 50919(e)(1) provides:

(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.

II. Treaties

1. Outer Space Treaty, 18 U.S.T. 2410, *et seq*. provides:

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 VII

Each State Party to the Treaty that launches or procures the launching of an object into outer space, including the Moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air space or in outer space, including the Moon and other celestial bodies.

2. Liability Convention, X, *et seq*. provides:

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 of persons, natural or juridical, or property of international intergovernmental organizations;

(b) United Nations, Treaty Series, vol. 961, No. 13810. 15 (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.