

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Regulus Global Services Mexico SA de CV et al. v. SpektreWorks Incorporated

No. CV-25-01045-PHX-GMS (D. Ariz. Mar. 26, 2026) · No. CV-25-01045-PHX-GMS · Decided March 26, 2026

SUMMARY

The United States District Court for the District of Arizona denied SpektreWorks Incorporated’s partial motion to dismiss a claim for tortious interference with prospective business relations under Arizona law. The court held that Regulus plausibly alleged a valid business expectancy in a Mexican government drone contract, despite not submitting its bid because SpektreWorks allegedly preempted it with an allegedly identical bid. The court concluded that the claim could proceed beyond the Rule 12(b)(6) stage.

CASE DETAILS

COURT	United States District Court for the District of Arizona
JURISDICTION	United States District Court for the District of Arizona
DECIDED	March 26, 2026
DOCKET	CV-25-01045-PHX-GMS
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the plaintiffs' claim for tortious interference with prospective business relations. The district court denied the partial motion to dismiss.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes the complaint in the light most favorable to the nonmoving party, but does not accept unreasonable inferences or conclusory legal allegations. The complaint must contain sufficient factual matter to state a claim that is plausible on its face.
PRECEDENTIAL VALUE	Unpublished district court order; persuasive value only

TOPICS

- motions to dismiss
- civil procedure
- commercial litigation
- government contracts

PRACTICE AREAS

civil procedure

torts

commercial litigation

government contracts

QUESTIONS PRESENTED

1. Whether the complaint plausibly alleged a valid and reasonable business expectancy in the SEDENA drone contract and future Mexican government procurements for purposes of an Arizona tortious-interference claim.
2. Whether the plaintiffs' failure to submit the joint bid defeated their alleged business expectancy as a matter of law at the pleading stage.
3. Whether the court could consider facts from a publicly available website concerning the SEDENA procurement process on the Rule 12(b)(6) motion.

HOLDINGS

1. The complaint plausibly alleged a valid and reasonable business expectancy because it specifically identified SEDENA as the existing business relationship and the SEDENA Drone Contract as the expectancy, and alleged facts showing more than a speculative hope of obtaining that contract.
2. The plaintiffs' inability to submit the joint bid did not render their business expectancy unreasonable because they alleged that they were prepared to submit it and were preempted by the defendant's allegedly interfering bid.
3. The court declined to take judicial notice of the publicly available website concerning the SEDENA procurement process.

KEY QUOTATIONS

“A claim will not survive on a motion to dismiss if the plaintiff alleges only a “speculative hope of a business expectancy.”” (at 3)

“Taken together, Plaintiff has plausibly pled that the Joint Bid would have been selected if Defendant had not interfered.” (at 7)

FACTUAL BACKGROUND

Regulus Global LLC and Regulus Global Services Mexico SA de CV jointly pursued a Mexican government contract to provide customized drones to the Mexican Air Force. Under their agreement, SpektreWorks would design the drones and Regulus would provide logistical, financial, market, and technical support, with the parties to split revenues equally. After Regulus and SpektreWorks developed a customized solution and prepared a joint bid, SpektreWorks allegedly submitted a functionally identical bid through Aviatek, incorporating Regulus's proprietary information and displacing Regulus from the procurement. SEDENA awarded the contract to the Aviatek bid.

PROCEDURAL HISTORY

Plaintiffs filed suit alleging misappropriation of trade secrets, breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and tortious interference with prospective business relations. Defendant moved to dismiss only the tortious-interference count for failure to state a claim. The court accepted nonconclusory allegations as true, construed reasonable inferences in plaintiffs' favor, and denied the motion.

DISPOSITION

other

CASES CITED

- *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1031 (9th Cir. 2008)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)
- *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)
- *W. Mining Council v. Watt*, 643 F.2d 618, 624 (9th Cir. 1981)
- *Wolf Designs LLC v. Five 18 Designs LLC*, 635 F. Supp. 3d 787, 799 (D. Ariz. 2022)
- *Antwerp Diamond Exch. of Am., Inc. v. Better Bus. Bureau of Maricopa Cnty., Inc.*, 637 P.2d 733, 739-40, 130 Ariz. 523, 529-30 (1981)
- *Thermolife Int'l, LLC v. Gaspari Nutrition, Inc.*, 871 F. Supp. 2d 905, 912 (D. Ariz. 2012)
- *Dube v. Likins*, 167 P.3d 93, 101, 216 Ariz. 406, 414 (Ct. App. 2007)
- *Two Brothers Distrib. Inc. v. Valero Mktg. & Supply Co.*, 270 F. Supp. 3d 1112, 1130 (D. Ariz. 2017)
- *Bar J Bar Cattle Co. v. Pace*, 763 P.2d 545, 548, 158 Ariz. 481 (1988)
- *Marmis v. Solot Co.*, 573 P.2d 899, 902, 117 Ariz. 499, 502 (Ct. App. 1977)
- *L-3 Comm'ns Corp. v. Serco, Inc.*, 926 F.3d 85, 95 (4th Cir. 2019)
- *Am. Fed'n of Labor & Cong. of Indus. Orgs. v. Kahn*, 618 F.2d 784, 786, 795 (D.C. Cir. 1979)
- *Roy Allan Slurry Seal, Inc. v. Am. Asphalt S., Inc.*, 388 P.3d 800, 809 (Cal. 2017)
- *United States v. Ritchie*, 342 F.3d 903, 907-09 (9th Cir. 2003)
- *Am. Traffic Sols., Inc. v. Redflex Traffic Sys., Inc.*, No. CV-08-02051, 2010 WL 1640975, at *1-3, *7 (D. Ariz. Apr. 22, 2010)

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