

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

OPINION

1 WO 2 3 4 5 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF
ARIZONA 8 9 Regulus Global Services Mexico SA de CV, No. CV-25-01045-PHX-GMS et al.,
10 ORDER Plaintiffs, 11 v. 12 SpektreWorks Incorporated, 13 Defendant. 14 15 16 Pending
before the Court is Defendant SpektreWorks, Inc.’s Partial Motion to 17 Dismiss (Doc. 23)
Plaintiffs’ Complaint (Doc.

1) for failure to state a claim. For the reasons 18 discussed below, Defendant’s motion is denied.1
19 BACKGROUND2 20 Plaintiffs Regulus Global LLC—a Virginia limited liability company—
and Regulus 21 Global Services Mexico SA de CV—a foreign company headquartered in Mexico
— 22 operate together as “Regulus,” “a defense and security contractor with a core business that
23 involves supplying defense articles and weapons systems to the United States and its 24 allies.”
(Doc.

1 at 2-3). Both entities are registered as foreign companies in Arizona. (Id. 25 26 1 Because the
Court finds that the pending motion can be resolved without oral argument, the parties’ requests
(Doc. 27 at 1; Doc. 28 at 1) are denied. LRCiv 7.2(f). 27 2 This summary of the underlying facts
accepts as true any non-conclusory factual allegations made by Plaintiffs in the Complaint, with
all inferences construed in the light 28 most favorable to Plaintiffs.

Manzarek v. St. Paul Fire & Marine Ins. Co., 519 F.3d 1025, 1031 (9th Cir. 2008). 1 at 3).
Defendant SpektreWorks—an Arizona corporation with its principal place of 2 business in
Arizona—“designs and manufactures” drones. (Id. at 2-3). 3 In 2021, Regulus and Defendant
jointly pursued a contract opportunity (the “Joint 4 Bid”) to provide custom drones to the Mexican
Air Force, as managed by the Mexican 5 Secretariat of National Defense (“SEDENA”).

(Id. at 2-4). Per the parties’ agreement, 6 Defendant would design the drone—informed by
“specifications and parameters” as 7 identified through Regulus’s communications with SEDENA
—while Regulus would 8 provide “informational, logistical, and financial contributions,”
including funding Mexican 9 officials’ trips to the U.S. to “evaluate prototypes, conduct testing,
and provide design 10 feedback.” (Id. at 2, 5-6).

The parties further agreed that if their Joint Bid were successful, 11 “they would evenly split any revenue generated.” (Id. at 2-4). Moreover, the parties 12 intended that “their jointly-developed customized drone solution would provide the 13 template for future Mexican government procurements of... these same drones.” (Id. at 14 10). 15 Regulus performed its obligations under the agreement, expending “hundreds if not 16 thousands of man hours[] and substantial corporate resources”—including gathering 17 “market intelligence” and performing “technical analysis”—over the course of a “multi- 18 year effort” in preparation to submit the Joint Bid.

(Id. at 5, 7). The Joint Bid presented 19 “a customized solution, not publicly available to other potential competitors and drone 20 manufacturers,” with Regulus “as the exclusive representative authorized to offer 21 [Defendant’s] drone products within Mexico.” (Id. at 6-7). 22 By April 1, 2023, the Joint Bid was ready for submission to SEDENA. (Id. at 8).

23 That week, Regulus reached out to SEDENA about its upcoming submission, but learned 24 that Defendant’s “customized drone offering” had already been submitted with another 25 company, Aviatek—which had no prior involvement with the Joint Bid—taking Regulus’s 26 place (the “Aviatek Bid”). (Id. at 8-9).

The Aviatek Bid appropriated “a number of 27 Regulus[’s] trade secrets and proprietary information” from the preparation of the Joint 28 Bid, and “was functionally identical.” (Id. at 9). Indeed, the Aviatek Bid reflected 1 Regulus’s substantial contributions to the Joint Bid, including its “information, market 2 intelligence, customer relationships, technical analysis, and program support.” (Id. at 9- 3 10).

4 Further, because “Mexican procurement principles... disfavor or prohibit 5 submission of the same product solution by multiple different corporate bidders,” the 6 Aviatek Bid’s submission prevented Regulus from moving forward with the Joint Bid. 7 (Id.). If Regulus had submitted the Joint Bid, both the Joint Bid and the Aviatek Bid may 8 have been disqualified.

(Id.). By the end of the month, Defendant, through the Aviatek 9 Bid, had won the SEDENA Drone Contract. (Id.) 10 Regulus filed this lawsuit on March 28, 2025, alleging (I) Misappropriation of Trade 11 Secrets, A.R.S. § 44-401 et seq.; (II) Breach of Contract; (III) Breach of the Implied 12 Covenant of Good Faith and Fair Dealing; (IV) Unjust Enrichment; and (V) Tortious 13 Interference with Prospective Business Relations.

(Id. at 10-15). Only Count V (id. at 14- 14 15) is at issue here. (Doc. 23 at 2). Among other things, Regulus alleges that “SEDENA 15 would have awarded the drone contract to” the Joint Bid if Regulus had been able to submit 16 it” and that the Aviatek Bid would not have won the contract without the benefit of 17 Regulus’s work. (Doc. 1 at 9-10). It further alleges that it is entitled to \$2,500,000—its 18 half of the \$5,000,000 SEDENA contract—and half of any revenue generated by “future 19 Mexican government procurements of” Defendant’s drones.

(Id.). 20 DISCUSSION 21 I. Legal Standard: Failure to State a Claim 22 Under Rule 12(b)(6), a party may move to dismiss a claim for relief by asserting 23 “failure to state a claim upon which relief can be granted.” Fed. R. Civ. P. 12(b)(6). “To 24 survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted 25 as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 26 662, 678 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). “A 27 claim has facial plausibility when the plaintiff pleads factual content that allows the court 28 to draw the reasonable inference that the defendant is liable for the misconduct alleged.” 1 Id. “The plausibility standard... asks for more than a sheer possibility that a defendant 2 has acted unlawfully.” Id. 3 Indeed, the “[f]actual allegations must be enough to raise a right to relief above the 4 speculative level.” *Twombly*, 550 U.S. at 555.

In reviewing the complaint, the Court will 5 “accept factual allegations in the complaint as true and construe the pleadings in the light 6 most favorable to the nonmoving party.” *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 7 519 F.3d 1025, 1031 (9th Cir. 2008).

The Court will not, however, accept as true 8 unreasonable inferences or conclusory legal allegations cast in the form of factual 9 allegations. *W. Mining Council v. Watt*, 643 F.2d 618, 624 (9th Cir. 1981). 10 II. Application 11 Under Arizona law, to state a claim for tortious interference with a business 12 expectancy, a plaintiff must plead (1) that a valid business expectancy exists; (2) that the 13 defendant had knowledge of the expectancy; (3) that the defendant improperly and 14 intentionally interfered with the expectancy by “inducing or causing a breach or 15 termination”; and (4) that it was damaged by the disruption to its expectancy.

Wolf Designs 16 LLC v. Five 18 Designs LLC, 635 F. Supp. 3d 787, 799 (D. Ariz. 2022); *Antwerp Diamond 17 Exch. of Am., Inc. v. Better Bus. Bureau of Maricopa Cnty., Inc.*, 637 P.2d 733, 739-40, 130 18 Ariz. 523, 529-30 (1981). 19 As a threshold requirement, a plausible business expectancy must be pled with 20 specificity.

The plaintiff must “identify a specific relationship with which the defendant 21 interfered.” *Thermolife Int’l, LLC v. Gaspari Nutrition, Inc.*, 871 F. Supp. 2d 905, 912 (D. 22 Ariz. 2012) (citing *Dube v. Likins*, 167 P.3d 93, 101, 216 Ariz. 406, 414 (Ct. App. 2007)). 23 And the plaintiff must identify the specific “expectancy at issue.” *Wolf Designs*, 635 F. 24 Supp. 3d at 799.

In other words, “there must be a colorable economic relationship between 25 the plaintiff and a third party with the potential to develop into a full contractual 26 relationship.” *Dube*, 167 P.3d at 101, 216 Ariz. at 414 (quoting another source). 27 Beyond this specificity, however, a plausible business expectancy must reflect the 28 parties’ “reasonable expectations.” *Two Brothers Distrib.*

Inc. v. Valero Mktg. & Supply 1 Co., 270 F. Supp. 3d 1112, 1130 (D. Ariz. 2017) (citing *Bar J Bar Cattle Co. v. Pace*, 763 2 P.2d 545, 548, 158 Ariz. 481, 763 (1988)). A claim will not survive on a

motion to dismiss 3 if the plaintiff alleges only a “speculative hope of a business expectancy.”
Thermolife, 871 4 F. Supp. 2d at 912 (citing Dube, 167 P.3d at 101, 216 Ariz. at 414).

Thus, while it need not 5 “be absolutely certain that contracts would have been made were it not
for the 6 interference,” *Marmis v. Solot Co.*, 573 P.2d 899, 902, 117 Ariz. 499, 502 (Ct. App.
1977) 7 (quoting 45 Am. Jur. 2d, Interference § 12 (1969)), the plaintiff must plausibly allege
some 8 “agreement which in all probability would have been completed if the defendant had not 9
interfered.” Dube, 167 P.3d at 101, 216 Ariz. at 414 (quoting another source).

10 Here, Regulus alleges that Defendant tortiously interfered with its valid business 11 expectancy
in the SEDENA Drone Contract and any future Mexican government 12 procurements of
Defendant’s drones by submitting the Aviatek Bid thereby preventing 13 Regulus from submitting
the Joint Bid, for which the parties would have otherwise been 14 awarded the SEDENA Drone
Contract.

(Doc. 1 at 15). In its motion, Defendant argues 15 that Regulus fails to plausibly allege a valid
business expectancy, such that its tortious 16 interference claim fails at the first element. (Doc. 23
at 4-6). 17 Contrary to Defendant’s arguments, Regulus has plausibly alleged a valid business 18
expectancy.

As an initial matter, Regulus has specifically identified both the party with 19 which it had an
existing business relationship—SEDENA—and the specific business 20 expectancy—the
SEDENA Drone Contract.³ The remaining issue, therefore, is whether 21 Regulus’s expectancy
was reasonable. (See Doc. 23 at 4-87; Doc. 27 at 6-13; Doc. 28 at 22 2-8). 23 The crux of
Defendant’s motion is that the SEDENA Drone Contract was awarded 24 through a government
procurement process with bids submitted in response to SEDENA’s 25 3 Defendant asks the Court
to split Regulus’s claim—to consider the SEDENA Drone 26 Contract and any future Mexican
government procurements of the drones separately.

(Doc. 23 at 2-3). But, as Regulus alleges, as the parties developed their custom solution in the 27
Joint Bid, the parties agreed that it would be a “template” for future business with the Mexican
government. (Doc. 1 at 10). Whether the parties considered the SEDENA Drone 28 Contract and
any future procurements as distinct opportunities, or as one in the same, presents questions of fact
that cannot be resolved on a motion to dismiss.

1 solicitation. (Doc. 23 at 2, 4-6; Doc. 28 at 2-8). Defendant makes three arguments in 2 support
of the motion, none of which prevent Regulus from stating a claim. 3 First, Defendant argues
generally that the nature of government procurement 4 processes precludes any claim that Regulus
had an objectively reasonable business 5 expectancy in the SEDENA Drone Contract.

(Doc. 23 at 2, 4-6; Doc. 28 at 2-8). Defendant 6 relies on several cases from other jurisdictions—
including other federal circuits and 7 states—despite the fact that they analyze processes distinct

from SEDENA's and apply 8 federal or state law that does not govern here. See, e.g., *L-3 Comm'ns Corp. v. Serco, Inc.*, 9 926 F.3d 85, 95 (4th Cir. 2019) (describing the U.S. Air Force "contracting and 10 subcontracting process" in the context of a subcontractor's suit brought under Virginia 11 law); *Am.*

Fed'n of Labor & Cong. of Indus. Orgs. v. Kahn, 618 F.2d 784, 786, 795 (D.C. 12 Cir. 1979) (describing American federal procurement processes under the Federal Property 13 and Administrative Services Act of 1949); *Roy Allan Slurry Seal, Inc. v. Am. Asphalt S., 14 Inc.*, 388 P.3d 800, 809 (Cal. 2017) (applying California law to government procurement 15 processes conducted by various counties in California, subject to municipal codes).

These 16 cases have little, if any, relevance to whether Regulus had a reasonable expectancy in the 17 SEDENA Drone Contract under SEDENA's government procurement process.⁴ 18 Second, Defendant more specifically argues that the Complaint does not allege facts 19 from which Regulus can support a plausible expectancy and relies only upon a conclusory 20 statement that the SEDENA Drone Contract would have been awarded to the Joint Bid if 21 the Aviatek Bid was not submitted.

(Doc. 23 at 6). But this argument does not account for 22 the factual allegations that, when taken as true, support this inference in Regulus's favor. 23 *Manzarek*, 519 F.3d at 1031. Though Defendant is correct that the outcome of SEDENA's 24 4 Defendant asks the Court to take judicial notice of a publicly available website about the 25 SEDENA procurement process.

(Doc. 28 at 6-8). Judicial notice can provide a limited exception to the general rule that the Court may not consider evidence outside the pleadings 26 without converting a Rule 12(b)(6) motion into a Rule 56 motion. *United States v. Ritchie*, 342 F.3d 903, 907-08 (9th Cir. 2003).

The Court will not apply the exception here because 27 (1) the motion can be resolved on the pleadings, Fed. R. Civ. P. 12(b)(6), (d); (2) Defendant raises these alleged facts in the first instance in its Reply brief (compare Doc. 23, with Doc. 28 28 at 6-8); and (3) taking judicial notice at this stage would deny Regulus its "opportunity to respond to the propriety of taking judicial notice," *Ritchie*, 342 F.3d at 909.

1 decision was uncertain (Doc. 28 at 5), Regulus need not make a showing to the contrary, 2 particularly at the motion to dismiss stage. *Marmis*, 573 P.3d at 902, 117 Ariz. at 502; 3 *Dube*, 167 P.3d at 101, 216 Ariz. at 414. Rather, Regulus has made the required showing 4 that its expectancy was more than a "speculative hope." *Thermolife*, 871 F. Supp. at 912 5 (citing *Dube*, 167 P.3d at 101, 216 Ariz. at 414).

An identical bid—presenting a custom 6 solution that Regulus collaboratively developed with SEDENA over a period of more than 7 a year to exactly fit its specifications—won the contract. (Doc. 1 at 2, 5-9). 8 Indeed, Regulus was consistently involved in a collaborative process of

prototyping, 9 testing, and collecting feedback from SEDENA for Defendant to implement with its 10 drones, which crafted a custom solution for SEDENA's needs within its specifications and 11 parameters.

(Id. at 2, 5-7). Regulus then incorporated that unique custom solution into the 12 Joint Bid—which contained information not available to the public or to any competitors, 13 including Regulus's marketing intelligence and technical analyses. (Id. at 5-7). That 14 unique custom solution then appeared in the Aviatek Bid, which was “functionally 15 identical” to the Joint Bid.

(Id. at 8-9). SEDENA then awarded the SEDENA Drone 16 Contract to the Aviatek Bid, based on that same unique custom solution copied from the 17 Joint Bid. (Id. at 9). Taken together, Plaintiff has plausibly pled that the Joint Bid would 18 have been selected if Defendant had not interfered. Dube, 167 P.3d at 101, 216 Ariz. at 19 414. 20 Third, Defendant argues that Regulus's failure to submit the Joint Bid for 21 consideration precludes any plausible, reasonable expectancy.

(Doc. 23 at 6; Doc. 28 at 8). 22 In support of this argument, Defendant cites a case from the District of Arizona applying 23 Arizona law, in which a plaintiff failed to state its claims for tortious interference with its 24 business expectancies with government entities because it “did not pursue contracts” and 25 did not even “submit proposals” to those entities.

Am. Traffic Sols., Inc. v. Redflex Traffic 26 Sys., Inc., No. CV-08-02051, 2010 WL 1640975, at *1-3, 7 (D. Ariz. Apr. 22, 2010). By 27 “decid[ing] not to participate in competitive bidding,” the plaintiff could “not show an 28 expectancy.” Id. at *7. While it is true that Regulus did not submit the Joint Bid to 1 || SEDENA, Regulus did not “decide[.]” to do so.

Jd. Regulus actively engaged in || preparation of the Joint Bid in collaboration with Defendant and SEDENA, was prepared 3 || to submit the Joint Bid, and would have done so if not preempted by the Aviatek Bid. (Doc. 1 at 8-9).

Moreover, because SEDENA would have disqualified the Joint Bid upon its 5 || submission, any attempt to submit the Joint Bid would have been futile. (/d. at 9). Thus, || unlike the plaintiff in American Traffic Solutions, whose choice not to participate in bidding || rendered its expectation that it would win any contracts with those government entities 8 || unreasonable, 2010 WL 1640975, at *7, Regulus's expectancy is not rendered unreasonable || by its inability to submit the Joint Bid.

10 In sum, Plaintiff has pled a plausible valid business expectancy. Accordingly, 11 || Defendant's motion is denied. 12 CONCLUSION 13 Accordingly, 14 IT IS ORDERED that Defendant's Motion to Dismiss (Doc. 23) is DENIED. 15 Dated this 26th day of March, 2026. 18 Senior United States District Judge 19 20 21 22 23 24 25 26 27 28 -8-

