

*Semtek International Incorporated v. Lockheed Martin Corporation*, Case No. 97183023/CC3762, 2003 MDBT 8 (August 15, 2003)(Circuit Court for Baltimore City) (per Judge Albert J. Matricciani, Jr.)

Defendant Lockheed Martin moved for summary judgment on the two remaining counts of the complaint: inducement of breach of contract (Count I); and intentional interference with prospective economic advantage (County II). Defendant moved for summary judgment based on: the running of the statute of limitations; its conduct was not a proximate cause of any breach and was not wrongful; a binding contract did not exist; Semtek could not prove a reasonable expectancy of financial benefit; and Semtek's damage theory was so speculative and the facts were so unique that Semtek should be barred from seeking damages.

Held: Partial summary granted as to Count I of the complaint. In all other respects, the motion for summary judgment was denied.

Synopsis: The facts were too disparate to admit to any one set of undisputed facts on the issue of limitations. Summary judgment accordingly was denied as to Count I. There were material facts in dispute with respect to causation and a reasonable fact finder could conclude that a joint venture or partnership existed between Lockheed and Transworld. With respect to the claim in Count I of inducing a breach of contract, partial summary judgment was granted because the Court's review of the letter of intent, protocol and business agreement demonstrated that those documents lacked the definiteness, clarity and essential terms necessary to constitute a binding contract. With respect to Lockheed's claim that Semtek could not prove a reasonable expectancy of financial benefit, the court applied Massachusetts law to deny the motion ruling that Massachusetts law only required proof of a "probable future business relationship anticipating a reasonable expectancy of financial benefit." With respect to Lockheed's claim that Semtek's claim for damages was too speculative, the court determined that it was not prepared to grant summary judgment on that issue at that time, but it continued to harbor concerns as to whether a sufficient foundation would be established for the claims to be submitted to the jury.

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Related cases: 2003 MDBT 4, 2003 MDBT 5, *Semtek International v. Lockheed*, No. 1930 (September Term 2003)(Court of Special Appeals).