

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Supertech, Inc. v. My Choice Software, LLC

No. 24-2110 · No. 24-2110 · Decided October 23, 2025

SUMMARY

The Ninth Circuit reversed the dismissal of SuperTECH, Inc.'s action against My Choice Software, LLC for lack of personal jurisdiction. The court held that My Choice purposefully availed itself of the privilege of conducting business in the Commonwealth of the Northern Mariana Islands and purposefully directed its activities there, that the claims arose out of those contacts, and that exercising jurisdiction was reasonable. The court applied the Ninth Circuit's en banc decision in Briskin v. Shopify, Inc. and remanded for further proceedings.

CASE DETAILS

COURT	United States Court of Appeals for the Ninth Circuit
WRITING FOR THE COURT	W. Fletcher; William A. Fletcher; Morgan B. Christen; Roopali H. Desai
JURISDICTION	United States Court of Appeals for the Ninth Circuit
DECIDED	October 23, 2025
DOCKET	24-2110
DISPOSITION	reversed
PROCEDURAL POSTURE	Appeal from an order of the District Court for the Northern Mariana Islands dismissing SuperTECH's action for lack of personal jurisdiction.
STANDARD OF REVIEW	De novo review of a district court's dismissal for lack of personal jurisdiction.
PRECEDENTIAL VALUE	Published and precedential
PARTIES	Supertech, Inc. v. My Choice Software, LLC

TOPICS

- personal jurisdiction
- civil procedure
- appellate procedure
- standard of review
- commercial litigation

PRACTICE AREAS

- civil procedure
- commercial litigation
- contracts

QUESTIONS PRESENTED

1. Whether the alleged facts established specific personal jurisdiction over My Choice in the CNMI under purposeful-availing or purposeful-direction principles.
2. Whether SuperTECH's claims arose out of or related to My Choice's forum-related contacts.
3. Whether exercising specific personal jurisdiction over My Choice would comport with fair play and substantial justice.

HOLDINGS

1. My Choice purposefully availed itself of the privilege of doing business in the CNMI because it contracted with a CNMI company, agreed to deliver its product to the CNMI, and knew the product was intended for use in the CNMI by the CNMI government.
2. My Choice purposefully directed its activities toward the CNMI because it intentionally communicated and acted with knowledge that SuperTECH was based in the CNMI, that the software would be used there, and that the transaction involved satisfying the CNMI government's specifications.
3. The arising-out-of-or-relating-to requirement was satisfied, or at least was not contested on appeal, because neither party argued that SuperTECH's claims did not arise out of My Choice's contacts with the CNMI.
4. My Choice failed to demonstrate that exercising specific personal jurisdiction in the CNMI would be unfair or unjust.
5. SuperTECH alleged facts sufficient to establish specific personal jurisdiction over My Choice in the CNMI, so the district court's dismissal for lack of personal jurisdiction was reversed.

KEY QUOTATIONS

“Specifically, My Choice entered into a contract with a CNMI company; the contract required that My Choice deliver its product to the CNMI; and My Choice knew that its product was intended for use in the CNMI by the CNMI government.” (at 11-12)

“Applying the analysis provided in our en banc decision in Briskin and in our three-judge panel decision in Schwarzenegger, we hold that SuperTECH has alleged facts sufficient to establish specific jurisdiction over My Choice in the CNMI.” (at 14)

FACTUAL BACKGROUND

SuperTECH, a CNMI corporation, sought Microsoft 365 licensing for a contract with the CNMI Department of Finance. My Choice, a California-based Microsoft distributor, communicated with SuperTECH, reviewed the CNMI government's specifications, assured SuperTECH that its proposed software met those specifications, received \$844,800 by wire transfer, and delivered the software directly to the Department of Finance in the CNMI. The software allegedly failed to conform to the specifications, the government canceled its contract with SuperTECH, and My Choice proposed a replacement product at an additional charge.

PROCEDURAL HISTORY

SuperTECH sued My Choice in the District Court for the Northern Mariana Islands, alleging fraud, breach of contract, promissory estoppel, and unjust enrichment. My Choice moved to dismiss for lack of personal jurisdiction, improper venue, and failure to state a claim. The district court dismissed for lack of personal jurisdiction, relying on the then-binding three-judge panel decision in *Briskin v. Shopify, Inc.* SuperTECH timely appealed.

DISPOSITION

reversed

CASES CITED

- *Briskin v. Shopify, Inc.*, 87 F.4th 404 (9th Cir. 2023), vacated, 101 F.4th 706 (9th Cir. 2024)
- *Briskin v. Shopify, Inc.*, 135 F.4th 739 (9th Cir. 2025) (en banc)
- *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800, 802 (9th Cir. 2004)
- *Picot v. Weston*, 780 F.3d 1206, 1211 (9th Cir. 2015)
- *Burger King Corp. v. Rudzewicz*, *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 471-72 (1985)
- *International Shoe Co. v. State of Washington*, *International Shoe Co. v. Washington*, 326 U.S. 310, 319 (1945)
- *Saipan Air, Inc. v. Stukes*, No. 1:12-CV-00015, 2013 WL 670026, at *3 (D. N. Mar. I. Feb. 25, 2013)
- *Bank of Saipan v. Superior Court*, 6 N. Mar. I. 242, 252 (2001) (per curiam)
- *Davis v. Cranfield Aerospace Solutions, Ltd.*, 71 F.4th 1154, 1159-60, 1163, 1166 (9th Cir. 2023)
- *Boschetto v. Hansing*, 539 F.3d 1011, 1016 (9th Cir. 2008)
- *Brayton Purcell LLP v. Recordon & Recordon*, 606 F.3d 1124, 1128 (9th Cir. 2010)
- *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351, 359 (2021)
- *Herbal Brands, Inc. v. Photoplaza, Inc.*, 72 F.4th 1085, 1093 n.5 (9th Cir. 2023)