FOR PUBLICATION

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

RAQUEL AGUILAR, GLORIA CAVES; TAMIM KABIR, *Plaintiffs-Appellants*, v. WALGREEN CO., *Defendant-Appellee.*	Nos. 21-16563 21-16627 D.C. No. 2:18-cv-02910- MCE-DB OPINION

Appeal from the United States District Court
for the Eastern District of California
Morrison C. England, Jr., District Judge, Presiding

Argued and Submitted June 17, 2022
San Francisco, California

Filed September 7, 2022

Before: Sidney R. Thomas, Carlos T. Bea, and
Holly A. Thomas, Circuit Judges.

Opinion by Judge Bea

SUMMARY*

Jurisdiction / Collateral Order Doctrine

The panel dismissed the appeal for lack of jurisdiction and denied appellants' request for mandamus relief in an action challenging two district court orders in a class action by a group of Walgreens "store managers" against Walgreens Co.

The appeal was brought in the name of purported clients of the law firms of Gallo LLP and Wynne Law Firm ("Gallo/Wynne"). Gallo/Wynne originally sought to represent a putative class of Walgreen's store managers in the San Francisco Superior Court in a wage and hour action (the *Morales* action). A different group of attorneys from the firms of Miller Shah LLP and Edgar Law Firm LLC ("Miller/Edgar") filed a substantially similar wage and hour action on behalf of Walgreen's store managers in the Eastern District of California (the *Caves* action). The San Francisco court in the *Morales* action granted a stay in favor of the *Caves* action. Gallo/Wynne sought to encourage putative class members in the *Caves* action to instead join a separate "mass action" to be filed by Gallo/Wynne as Gallo/Wynne clients. After a class settlement in the *Caves* action was preliminarily approved, but before the opt-out deadline, Gallo/Wynne sent a Letter to certain putative *Caves* class members urging them to opt out of the proposed *Caves* settlement. The district court issued an order granting Miller/Edgar's ex parte application for Corrective Notice to the allegedly misleading Letter, and invalidated all

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

Gallo/Wynne procured opt-outs from the *Caves* action. The district court issued a second order granting Walgreen's motion to modify the scope of the Corrective Notice to be sent to all Gallo/Wynne procured *Caves* opt-outs. Appellants are purported clients of Gallo/Wynne, and they appeal these two orders.

This court has "jurisdiction of appeals from all final decisions of the district courts of the United States." 28 U.S.C. § 1291. Under the Supreme Court's collateral order doctrine, a final decision in § 1291 also includes a narrow class of decisions that do not terminate the litigation where an order meets the three conditions of conclusiveness, separateness, and effective unreviewability. *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 108 (2009).

The panel held that the two orders were amenable to review after final judgment, and this placed them outside of the third collateral order requirement: effective unreviewability. As to the first order, appellants cited no caselaw establishing that opt-out invalidation orders were not amenable to review after final judgment. Likewise, Appellants identified no credible interests that would be lost through application of a final judgment requirement, and the Corrective Notice did not eviscerate the Appellants' right to counsel. The challenged orders did not place any restrictions on Gallo/Wynne's ability to communicate with the individuals subject to the district court's opt-out invalidation order or Corrective Notice, there was no irreparable injury at stake in this case, and appellants can fully remedy any injury they suffered by way of the district court's orders after a final judgment is reached.

In the alternative, Appellants asserted that if there was no jurisdiction under the collateral order doctrine, the panel

should issue a writ of mandamus. Under the five factors prescribed by *Bauman v. United States District Court*, 557 F.2d 650, 654-55 (9th Cir. 1977), for mandamus analysis, the panel held that the dispositive third factor–that the district court order is clearly erroneous as a matter of law–was not met here. The panel, therefore, declined to grant mandamus relief to appellants.

COUNSEL

Ray E. Gallo (argued) and J. Mark Moore, Gallo LLP, San Juan, Puerto Rico; Edward J. Wynne and George R. Nemiroff, Wynne Law Firm, Larkspur, California; for Plaintiff-Appellant.

Jean-Claude André (argued) and Daria Dub Carlson, Bryan Cave Leighton Paisner LLP, Santa Monica, California; Allison C. Eckstrom, Bryan Cave Leighton Paisner LLP, Irvine, California; Samual A. Garner, Bryan Cave Leighton Paisner LLP, St. Louis, Missouri; for Defendant-Appellee.

OPINION

BEA, Circuit Judge:

This appeal is brought in the name of purported clients of the law firms of Gallo LLP and Wynne Law Firm (collectively, "Gallo/Wynne"). These clients ("Appellants") challenge two orders from the district court proceedings below, which proceedings involve class action claims by a group of Walgreens "store managers" against Appellee Walgreen Co. ("Walgreens" or Appellee). However, we are unable to reach the merits of Appellants' claims, as we lack jurisdiction to hear this interlocutory appeal. Accordingly, we dismiss the appeal.

I. BACKGROUND

This case has a complicated procedural background. Gallo/Wynne are largely plaintiff-side labor attorneys who seek to represent workers in class actions. Here, Gallo/Wynne originally sought to represent a putative class of Walgreens "store managers" against Appellee Walgreens in the San Francisco Superior Court in a wage and hour action filed October 16, 2018. *Morales v. Walgreen Co.*, No. CGC-18-570597 (San Francisco Cnty. Super. Ct.) (the *Morales* action).[1] Less than one month later, on November 2, 2018, a different group of attorneys from the firms of

[1] We briefly describe the substantive nature of the underlying dispute. Various Walgreens "store managers" have asserted that they have been mischaracterized as "managers" under the relevant California labor laws. They claim they are hourly, non-executive workers. Accordingly, these store managers assert they were improperly exempted from benefits for hourly workers, such as statutorily required meal periods or pay and statutorily required rest periods or pay. We offer no views on the merits of those underlying claims.

Miller Shah LLP and the Edgar Law Firm LLC (collectively, "Miller/Edgar") filed a substantially identical wage and hour action also on behalf of Walgreens "store managers" against Walgreens in the Eastern District of California. *Caves v. Walgreen Co.*, No. 2:18-cv-02910-MCE-DB (E.D. Cal.) (the *Caves* action). Eventually, on May 29, 2019, the San Francisco state court granted Walgreens' motion for stay in the *Morales* action in favor of the *Caves* action, as the *Caves* action had progressed substantially faster than had the *Morales* action. The record does not indicate whether Gallo/Wynne appealed the stay order in *Morales*.

In response to the parallel *Caves* action (and eventual stay of *Morales*), Gallo/Wynne took action to protect their own interests in pursuing litigation on behalf of Walgreens store managers. Specifically, Gallo/Wynne sought to encourage putative class members in the *Caves* action to abandon their claims filed by Miller/Edgar in *Caves*, and instead to join a separate "mass action" to be filed by Gallo/Wynne as Gallo/Wynne clients.[2] Towards this end, between March 2019 and August 4, 2020, Gallo/Wynne sent *Caves* putative class members four different mailings—two "newsletters" and two "attorney marketing" letters sent broadly to Walgreens' California store managers. Each of these mailings directed interested persons to visit Gallo/Wynne's website at https://walgreens.gallo.law to see if they "may personally benefit" by hiring their "own personal lawyer" from Gallo/Wynne to represent them in the "store manager" wage and hour action.

[2] "[U]nlike in a class action, [mass action plaintiffs] do not seek to represent the interests of parties not before the court. . . ." *Tanoh v. Dow Chem. Co.*, 561 F.3d 945, 952 (9th Cir. 2009).

After completing the aforementioned marketing campaign, on December 4, 2019, Gallo/Wynne filed the promised "mass action" as *Aguilar v. Walgreen Co.*, No. CIV 1904443 (Marin Cnty. Super. Ct.), which was subsequently removed by defendant Walgreens on the basis of diversity of citizenship to the Northern District of California as *Aguilar v. Walgreen Co.*, No. 3:20-cv-00124-MMC (N.D. Cal.) (the *Aguilar* action). To be clear, the Northern District of California *Aguilar* action (filed by Gallo/Wynne) is separate from the present set of appeals, which come to this panel from the *Caves* action (filed by Miller/Edgar), which is in the Eastern District of California. The plaintiff captioned in this appeal, Appellant Raquel Aguilar, was a putative *Caves* class member who opted out of the *Caves* action, presumably to pursue her individual claims in the *Aguilar* mass action filed by Gallo/Wynne.

In February 2020, the *Caves* parties agreed to settle their dispute on a class-wide basis for $6 million, which settlement was preliminarily approved by the district court on August 21, 2020. On September 11, 2020, a court-approved notice regarding the *Caves* settlement and instructions on how to opt out was mailed to all putative *Caves* class members. The final day to mail an opt-out request was October 26, 2020.

On or about October 19, 2020, after the class settlement had been preliminarily approved, but before the opt-out deadline, Gallo/Wynne circulated a fifth communication to certain of the putative *Caves* class members, urging those recipients to opt-out of the proposed *Caves* settlement. It is this communication (hereinafter, the "Letter") that is the focus of the current appeal. The Gallo/Wynne Letter was seemingly designed to mimic the appearance of the court-approved class notice previously circulated on September

11, 2020, by copying the *Caves* case caption, along with various other formatting similarities, potentially giving the appearance that the Letter was an impartial court-approved notice. In fact, the letter was a legal opinion of Gallo/Wynne. The Gallo/Wynne Letter was ostensibly designed for the purpose of further encouraging putative *Caves* class members to abandon the *Caves* settlement (procured by Miller/Edgar) and instead to pursue the Gallo/Wynne *Aguilar* mass action.

Gallo/Wynne circulated the Letter to 52 putative *Caves* class members—class members whom Gallo/Wynne allege had previously engaged Gallo/Wynne for representation in the *Aguilar* action and were thus clients of Gallo/Wynne. Separately, on October 26, 2020, the final day for *Caves* putative class members to opt-out of the proposed settlement, Gallo/Wynne filed an objection to the proposed settlement on behalf of Objector Barbarito Ruan Vasquez. In total, 102 opt-outs were submitted in *Caves* on opt-out forms prepared by Gallo/Wynne.

After it learned of the Gallo/Wynne Letter, on November 23, 2020, Class Counsel for *Caves*, Miller/Edgar, filed an ex parte application seeking corrective notice for allegedly "false and misleading statements" made in the Gallo/Wynne Letter. Miller/Edgar further asked the district court to invalidate any opt-outs obtained from the 52 recipients of the Letter, and to provide a second opt-out period for those persons who opted-out after having received the Letter.[3] This ex parte application was granted in an order dated January 19, 2021, which order also provided for a second

[3] Among the 52 putative *Caves* class members who received the Gallo/Wynne Letter, there were two opt-outs.

opt-out period for those individuals whose opt-outs had been invalidated.

On July 13, 2021, Appellee Walgreens filed a motion to modify the scope of the corrective notice, arguing that *all* opt-outs procured on forms prepared by Gallo/Wynne should be invalidated. Walgreens claimed that Gallo/Wynne had a per se conflict of interest in *Caves*, having simultaneously represented 39 *Caves* class members who did *not* opt-out, as well as the *Caves* Objector, Barbarito Ruan Vasquez, all without obtaining conflict waivers, thereby impermissibly influencing the entire opt-out process. Specifically, Walgreens argued that "Gallo/Wynne advised thirty-nine class members that the [proposed *Caves*] Settlement *is* fair, reasonable, and in their best interests, yet also advised [Objector] Vasquez that the Settlement *is not* fair and reasonable and assisted him in attempting to sabotage the Settlement by filing an Objection on his behalf." Moreover, Walgreens argued that a similar conflict of interest had been previously recognized in an unpublished district court order in an earlier, different case that found:

> Moreno and Medrano, as objectors to the *Martinez* settlement, have an actual conflict of interest with, and adverse interest to, . . . McDaniel, Knox and Velox, each of whom is a *Martinez* class member that has not objected to the settlement and has submitted a claim form for payment. Bailey Pinney's representation of Moreno and Medrano . . . has obligated the law firm to advocate that the settlement and judgment in *Martinez* should not be approved . . . . This advocacy is adverse to the interests of McDaniel, Knox and Velox, also clients of Bailey Pinney . . .

> as they are *Martinez* class members who have approved the settlement, submitted claim forms, and await payment.

Moreno v. Autozone, Inc., No. C05-04432-MJJ, 2007 WL 4287517, at *4 (N.D. Cal. Dec. 6, 2007). The district court granted Walgreens' motion to modify the scope of the corrective notice in an order signed September 7, 2021. Subsequently, the district court approved a proposed corrective notice ("Corrective Notice") to be sent "to all persons represented by Wynne Law Firm and Gallo, LLP, who opted out of the settlement of this matter" in an order signed September 27, 2021.

In particular, the district court-approved Corrective Notice stated that: (1) the Gallo/Wynne Letter "impl[ied] that Walgreens either admitted to wrongdoing or [that] liability was established. . . . However, this is not true."; (2) although the Gallo/Wynne Letter stated that the *Caves* settlement was "not fair," "[t]his is solely Gallo/Wynne's opinion."; (3) "[t]he [Gallo/Wynne] Letter said that 'Walgreens filed papers in federal court stating how much your claims were worth and the average was more than $200,000.' But Walgreens disputes the allegations in this class action and denies any and all liability."; (4) "[t]he [Gallo/Wynne] Letter states '$200,000 looks about right in many cases,' implying that class members are entitled to approximately $200,000. . . . [T]here is no guarantee that you will win [a separate] lawsuit and recover any amount."; (5) the Gallo/Wynne Letter "omitted that: Gallo/Wynne are not neutral observers. . . . [T]hey have a financial interest in having you opt out of the Settlement."; (6) the Gallo/Wynne Letter "omitted that: Opting out allows you to pursue your claims against Walgreens; however, there is no guarantee that you will win or receive any recovery."

Appellants timely appeal[4] the district court's order granting Walgreens' September 7, 2021 motion to modify scope, which invalidated all Gallo/Wynne-procured opt-outs, as well as the district court's September 27, 2021 order approving that the Corrective Notice be sent "to all persons represented by Wynne Law Firm and Gallo, LLP, who opted out of the settlement of this matter."[5]

II. STANDARD OF REVIEW

"We have jurisdiction to determine whether we have jurisdiction to hear the case." *Childs v. San Diego Housing LLC*, 22 F.4th 1092, 1095 (9th Cir. 2022) (cleaned up). This Court reviews questions of its own jurisdiction de novo. *Hunt v. Imperial Merch. Servs., Inc.*, 560 F.3d 1137, 1140 (9th Cir. 2009).

III. ANALYSIS

A. The collateral order doctrine

This Court has "jurisdiction of appeals from all final decisions of the district courts of the United States." 28 U.S.C. § 1291. This statute has been explained to mean "that a party may not take an appeal under this section until there has been a decision by the District Court that ends the litigation on the merits and leaves nothing for the court to do but execute the judgment." *Firestone Tire & Rubber Co. v. Risjord*, 449 U.S. 368, 373 (1981) (cleaned up). "Under the

[4] Although framed as their clients' appeal, Gallo/Wynne's remarks during oral argument make clear how much their own interests are at stake.

[5] On October 20, 2021, Case No. 21-16563 and Case No. 21-16627 were consolidated into the present appeal.

Supreme Court's collateral order doctrine, however, the term 'final decisions' in § 1291 also includes a narrow class of decisions that do not terminate the litigation, but must, in the interest of achieving a healthy legal system, nonetheless be treated as final." *Childs*, 22 F.4th at 1095 (cleaned up).

"To fall within the narrow class of orders satisfying the Supreme Court's collateral order doctrine, an order must (1) conclusively determine the disputed question, (2) resolve an important issue completely separate from the merits of the action, and (3) be effectively unreviewable on appeal from a final judgment." *Id.* (cleaned up). The Supreme Court has summarized these three conditions as (1) "conclusiveness," (2) "separateness," and (3) "effective unreviewability." *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 108 (2009). Both parties agree that the district court's orders "conclusively determine [a] disputed question," which, here, is the propriety of (1) the district court's order invalidating all Gallo/Wynne procured opt-outs from the *Caves* action, and (2) the district court's order approving the Corrective Notice to be sent to all Gallo/Wynne procured *Caves* opt-outs.

However, both orders are amenable to review after final judgment, placing them outside of the third collateral order requirement: "effective unreviewability." This requirement has been explained as follows:

> The crucial question, however, is not whether an interest is important in the abstract; it is whether deferring review until final judgment so imperils the interest as to justify the cost of allowing immediate appeal of the entire class of relevant orders. We routinely require litigants to wait until after final judgment to

> vindicate valuable rights, including rights central to our adversarial system.

Id. at 108–09.

The district court's first appealed order invalidated all Gallo/Wynne opt-outs. Appellants cite no caselaw establishing that opt-out invalidation orders are not amenable to review after final judgment. Indeed, to the contrary, in the two appellate cases cited by Appellants that reviewed orders invalidating class action opt-outs, these reviews occurred *after* a final judgment was reached in those cases. In *Wang v. Chinese Daily News, Inc.*, 623 F.3d 743 (9th Cir. 2010), *vacated on other grounds*, 565 U.S. 801 (2011), the challenge to the district court's order invalidating class action opt-outs was brought after the district court "granted partial summary judgment to plaintiffs; held jury and bench trials; entered judgment for plaintiffs; awarded attorney's fees to plaintiffs; and conducted a new opt-out process." *Id.* at 749. And in *In re Community Bank of Northern Virginia*, 418 F.3d 277 (3d Cir. 2005), the challenge to the district court's order invalidating class action opt-outs was brought after "the District Court issued a Final Order approving a proposed settlement." *Id.* at 283. Appellants offer no reasons why the district court's order invalidating the Gallo/Wynne procured opt-outs cannot be effectively challenged after a final judgment has been entered.[6]

[6] Moreover, contrary to Appellants' arguments, the invalidation of Gallo/Wynne-procured opt-outs does not violate the due process rights of those individuals under *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985), as the district court's order specifically provided for a second opt-out period.

Likewise, Appellants identify no credible "interests that would be lost through rigorous application of a final judgment requirement." *Mohawk Indus.,* 558 U.S. at 107 (cleaned up). Contrary to Appellants' argument, the Corrective Notice does not "eviscerate the *Aguilar* Plaintiff's rights to counsel," as the Corrective Notice places no limitations whatsoever on Gallo/Wynne's ability to communicate or contract for legal services with their clients moving forward. By its own terms, the Corrective Notice directs recipients to contact their "personal attorneys," potentially including Gallo/Wynne, if they "have any questions about" the Corrective Notice.[7]

Finally, in every appellate case cited by Appellants which decided the merits of a non-injunctive Rule 23(d) order, the decision came on appeal from a final judgment, not on direct appeal of the Rule 23(d) order itself, further demonstrating that the challenged orders here are indeed amenable to review upon final judgment.[8] *See, e.g., Gulf Oil*

[7] To the extent Appellants argue that the "purposes and effects [of the Corrective Notice] are improperly based on privileged communications and [that] they improperly impede Appellants' rights to communicate with their attorneys," this argument is misplaced. Even if the attorney-client privilege were implicated here, Appellants have not even attempted to show that they satisfy each of the eight essential elements required for the privilege to obtain, most notably of which, the elements that (1) they were indeed "clients," and that (2) they actually sought legal advice. *See United States v. Graf*, 610 F.3d 1148, 1156 (9th Cir. 2010).

[8] Other courts have held that certain Rule 23(d) orders that bar or otherwise restrict an attorney's communications with putative class members are "in the nature of an injunction," and are therefore directly appealable under 28 U.S.C. § 1292(a)(1). *See Great Rivers Coop. of Se. Iowa v. Farmland Indus., Inc.*, 59 F.3d 764, 765–66 (8th Cir. 1995). However, as discussed above, the appealed orders in this case are not

Co. v. Bernard, 452 U.S. 89, 97 n.8 (1981); *Wang*, 623 F.3d at 749; *In re Cmty. Bank of N. Va.*, 418 F.3d at 283; *see also Domingo v. New England Fish Co.*, 727 F.2d 1429, 1433 (9th Cir. 1984).

While interlocutory appeals from Rule 23(d) orders are rarely decided on the merits, a recent decision from the Sixth Circuit doing just that further illuminates why we lack jurisdiction to hear this particular appeal. In *Fox v. Saginaw County*, 35 F.4th 1042 (6th Cir. 2022), a class action group of property owners who had had their individual properties foreclosed sued Saginaw County to recover the foreclosure sale proceeds in excess of the foreclosure judgments against them. *Id.* at 1045. While the case was ongoing, Asset Recovery Inc. ("ARI"), a third party to the *Fox* litigation, "contacted potential [*Fox*] plaintiffs about pursuing relief on their behalf." *Id.* However, lead class action plaintiff Fox "believed that ARI was improperly soliciting class members, so he asked the district court to order ARI to (1) stop contacting class members and (2) allow class members to back out of their agreements with ARI." *Id.* The district court granted Fox's motion, and ARI immediately appealed. *Id.*

In concluding that it had jurisdiction under the collateral order doctrine to hear ARI's appeal, the *Fox* panel noted that the challenged order "enjoined ARI from communicating with class members about the claims without court approval." *Id.* at 1046. Because of this, the court held that "ARI could suffer irreparable harm—by losing its claimed First Amendment freedom to communicate with class

similar to injunctions, as they place no limitations whatsoever on Gallo/Wynne's ability to communicate or contract for legal services with their clients moving forward.

members—if we wait to review this order until final judgment." *Id.* at 1046–47. Accordingly, the panel held that it had jurisdiction under the collateral order doctrine to reach the merits of ARI's appeal.

Here, unlike in *Fox*, the challenged orders did not place any restrictions on Gallo/Wynne's ability to communicate with the individuals subject to the district court's opt-out invalidation order or Corrective Notice. As noted previously, by its own terms, the Corrective Notice directs recipients to contact their "personal attorneys" if they "have any questions about" the Corrective Notice. Moreover, regardless whether any of the putative *Caves* class members subject to the district court's opt-out invalidation order are actually Gallo/Wynne clients, the district court's orders do not place any limitations on Gallo/Wynne's ability to contact those individuals. Thus, there is no irreparable injury at stake in this case, and Appellants can fully remedy any injury they suffered by way of the district court's orders after a final judgment is reached.

Altogether, we lack jurisdiction under the collateral order doctrine to reach the merits of Appellants' claims.

B. Writ of mandamus

In the alternative, Appellants assert that if this panel lacks jurisdiction under the collateral order doctrine, then we should issue a writ of mandamus to afford the relief Appellants seek. The writ of mandamus is a drastic remedy reserved for extraordinary causes. *In re Boon Glob. Ltd.*, 923 F.3d 643, 649 (9th Cir. 2019). "Only exceptional circumstances amounting to a judicial usurpation of power, or a clear abuse of discretion will justify the invocation of this remedy. The petitioner bears the burden of showing that its right to issuance of the writ is clear and indisputable." *Id.*

(quoting *In re Van Dusen*, 654 F.3d 838, 840–41 (9th Cir. 2011)).

Our mandamus analysis is guided by the five factors prescribed by *Bauman v. United States District Court*, 557 F.2d 650, 654–55 (9th Cir. 1977):

> (1) whether the petitioner has other adequate means, such as a direct appeal, to attain the [desired]; (2) whether the petitioner will be damaged or prejudiced in a way not correctable on appeal; (3) whether the district court's order is clearly erroneous as a matter of law; (4) whether the district court's order makes an oft-repeated error, or manifests a persistent disregard of the federal rules; and (5) whether the district court's order raises new and important problems, or legal issues of first impression.

In re Boon Glob. Ltd., 923 F.3d at 649 (cleaned up). "Satisfying the third factor is necessary for granting the writ." *Id.*

Considering the dispositive third mandamus factor, it was not "clearly erroneous as a matter of law" for the district court to find that Gallo/Wynne had a per se conflict of interest due to representing concurrently both *Caves* class members who joined the proposed settlement, as well as *Caves* Objector Vasquez, who argued to the district court that "the Court should deny final approval [of the proposed

settlement]." Indeed, California Rule of Professional Conduct 1.7(b) provides as follows:[9]

> A lawyer shall not, without informed written consent from each affected client . . . , represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

Here, Gallo/Wynne argued on behalf of Objector Vasquez that the proposed settlement "is not fair, it is not adequate, and it is not reasonable," and that it should therefore be denied. But Gallo/Wynne simultaneously advised certain putative *Caves* class members to join the proposed settlement, which necessarily seems to require the position, contrary to that of Objector Vasquez, that the settlement is fair, is adequate, is reasonable, and that, therefore, the settlement should be approved. On these facts, the district court's finding that Gallo/Wynne was per se conflicted was not "clearly erroneous as a matter of law." Likewise, none of the challenged statements from the Corrective Notice imbue the Corrective Notice with such deficiencies as to be "clearly erroneous as a matter of law." Indeed, from the record presented to this panel, it appears the Corrective

[9] Because the Eastern District of California's local rules require attorneys to adhere to the Rules of Professional Conduct of the State Bar of California, "California law governs questions of conflicts of interest." *Radcliffe v. Hernandez*, 818 F.3d 537, 541 (9th Cir. 2016); *see* E.D. Cal. Local R. 180(e).

Notice contains only true statements.[10] Therefore, we decline to grant mandamus relief to Appellants.

IV. CONCLUSION

For the foregoing reasons, we dismiss this appeal for lack of jurisdiction, and we deny Appellants' request for mandamus relief.

[10] To be clear, we offer no definitive views on the merits of Appellants' challenges to the district court's orders, aside from holding that on this record, the orders are not "clearly erroneous as a matter of law," such that mandamus relief does not lie. On subsequent appeal from a final decision, Appellants may again challenge the district court's orders. We offer no opinion on the merits of these challenges.