NOT FOR PUBLICATION

FILED

OCT 30 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

TAMIKA MILLER; JULIANNE CHUANROONG; STEPHANIE M. ALLEN, on behalf of themselves, the general public, and those similarly situated,

Plaintiffs - Appellees,

ERIC ALAN ISAACSON,

Objector - Appellant,

MICHAEL MARTIN; ROBERT LAWTON,

Intervenor-Plaintiffs - Appellees,

v.

TRAVEL GUARD GROUP, INC.; AIG TRAVEL, INC.; AMERICAN INTERNATIONAL GROUP, INC; NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA,

Defendants - Appellees.

No. 25-275

D.C. No. 3:21-cv-09751-TLT

MEMORANDUM*

Appeal from the United States District Court for the Northern District of California

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

Trina L. Thompson, District Judge, Presiding

Argued and Submitted May 18, 2026
San Francisco, California

Before: COLLINS, JOHNSTONE, and DE ALBA, Circuit Judges;
Partial Concurrence and Partial Dissent by Judge COLLINS.

Eric Alan Isaacson appeals the district court's final approval of a class action settlement and the denial of his motion to unseal. We dismiss the appeal of the denial of the motion to unseal for lack of jurisdiction and affirm the final approval order.[1]

1. A district court's order denying a motion to unseal is immediately appealable as a collateral order treated as final under 28 U.S.C. § 1291. *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096 (9th Cir. 2016); *see Digit. Equip. Corp. v. Desktop Direct, Inc.*, 511 U.S. 863, 867–68 (1994). An appeal must be taken within 30 days after entry of such an order. *See* 28 U.S.C. § 2107(a); Fed. R. App. P. 4(A); *SEC v. Cap. Consultants, LLC*, 453 F.3d 1166, 1173 (9th

[1] Isaacson also argues that related pending appeals divested the district court of jurisdiction to approve the settlement under *Coinbase, Inc. v. Bielski*, 599 U.S. 736, 740–41 (2023), and *Griggs v. Provident Consumer Discount Co.*, 459 U.S. 56, 58 (1982). The *Griggs* divestiture rule is a mandatory claim-processing rule, not a true Article III jurisdictional bar. *Rodriguez v. Cnty. of Los Angeles*, 891 F.3d 776, 790–91 (9th Cir. 2018). Isaacson did not raise this issue before the district court and has thus forfeited it. *See Saucillo v. Peck*, 25 F.4th 1118, 1129 (9th Cir. 2022) ("Generally, an objector to a class action settlement must raise an issue before the district court if he or she wishes to preserve it for appeal."). We deny Plaintiffs-Appellees' related motion for judicial notice (Dkt. No. 32) as moot.

Cir. 2006) ("As with all final decisions, the time for appeal of an appealable collateral order begins to run on the date the court enters the order."). The district court denied Isaacson's motion to unseal on October 2, 2024. Isaacson filed his notice of appeal on January 7, 2025, more than 30 days later. Because the appeal is untimely, we dismiss the appeal for lack of jurisdiction and do not reach its merits. *See Bowles v. Russell*, 551 U.S. 205, 206–07, 214 (2007).

2. We have jurisdiction under 28 U.S.C. § 1291 over Isaacson's appeal of the final approval order. First, we review de novo whether a district court violates due process by denying the opportunity to be heard. *See Ostlund v. Bobb*, 825 F.2d 1371, 1373 (9th Cir. 1987). The district court did not err in declining to permit Isaacson to argue orally at the final approval hearing. Federal Rule of Civil Procedure 23(e)(2) requires the court to hold a hearing before approving a class settlement, but neither the Rule nor due process entitles a particular objector to oral argument when the objector has had opportunity for briefing. *See Pac. Harbor Cap. Inc. v. Carnival Air Lines, Inc.*, 210 F.3d 1112, 1118 (9th Cir. 2000). Isaacson filed written objections through counsel, the court ruled on them, and the court invited additional written submissions. That process satisfied Rule 23(e)(2) and due process.

3. Isaacson challenges class certification on the basis that the court did

not perform a rigorous analysis of the Rule 23(a) adequacy requirement.[2] We have jurisdiction under 28 U.S.C. § 1291. We review de novo the district court's class certification for legal error, and absent such error, we review for abuse of discretion. *O'Connor v. Uber Techs., Inc.*, 904 F.3d 1087, 1094 (9th Cir. 2018).

The district court did not err in certifying the class. The court analyzed all the Rule 23(a) prerequisites in its preliminary approval order, having already conducted thorough examination of Rule 23(a) as to the California-only class in its prior certification order. It addressed Isaacson's adequacy objection directly in the final approval order, finding that "the claims of the Class members do not have such a fundamental conflict." Rule 23 prescribes no minimum length for this analysis, and the district court engaged with the concern Isaacson raised and resolved it with a specific finding that clearly adopted the Plaintiffs' arguments on this point. *See In re Cal. Pizza Kitchen Data Breach Litig.*, 129 F.4th 667, 675 (9th Cir. 2025) (holding that, despite the "sparse—almost boilerplate"—nature of the

[2] Isaacson forfeited his challenge to certification on the basis of the court's Rule 23(b) commonality and predominance analyses. While "an objector need not be an oracle and predict issues that will arise for the first time in the district court's final order," *Saucillo*, 25 F.4th at 1130, Isaacson did not raise any Rule 23 issue other than adequacy in his initial written objections to the settlement. Although he sought to raise additional objections after the district court approved the settlement, those objections were untimely and conclusory. *See In re E.R. Fegert, Inc.*, 887 F.2d 955, 957 (9th Cir. 1989) ("The rule in this circuit is that appellate courts will not consider arguments that are not properly raised in the trial courts." (citation modified)). So we decline to consider them.

district court's final approval order, no remand was required where "we can reasonably infer the district court's rationale from the record").

The district court did not abuse its discretion in approving a single class for California and Washington residents. A class will not meet Rule 23(a)(4)'s adequacy requirement when there is an "irreparable conflict of interest" based on variations in state law; but here, all claimants have "the same problem" and seek the same relief from a common fund in proportion to the fees paid. *Hanlon*, 150 F.3d at 1021. That the California claims survived a motion to dismiss while the Washington claims remained stayed does not alter the analysis. So the district court's finding that "the representative parties and class counsel have fairly and adequately represented the interests of the Class" was not an abuse of discretion.

4. We review for abuse of discretion the district court's approval of incentive awards. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 948 (9th Cir. 2015). Given "the number of class representatives, the average incentive award amount, and the proportion of the total settlement that is spent on incentive awards," the district court did not abuse its discretion in approving $5,000 incentive awards. *Id.* at 947–48.

5. Finally, Isaacson's contention that the Named Plaintiffs lack Article III standing to seek enhanced-disclosure relief is inapplicable here. A plaintiff must demonstrate standing for each form of relief sought, *TransUnion LLC v. Ramirez*,

594 U.S. 413, 431 (2021), but that rule governs relief a court adjudicates or grants. The class action was certified and settled under Rule 23(b)(3) for monetary damages, not as a Rule 23(b)(2) injunctive class. *See Wal-Mart Stores*, 564 U.S. at 360–62 (holding that individualized monetary claims belong in a Rule 23(b)(3) class while Rule 23(b)(2) is reserved for an injunction or declaratory judgment). No injunctive order or consent decree was entered in this case: the enhanced disclosures are an ancillary term of the monetary settlement, enforceable through ordinary contract remedies.

DISMISSED in part, AFFIRMED in part.

FILED

OCT 30 2026

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

Miller v. Travel Guard Grp., Inc., No. 25-275

COLLINS, Circuit Judge, concurring in part and dissenting in part:

I concur in all but section 1 of the court's memorandum disposition in this case. As to the sealing issue raised by Intervenor-Objector-Appellant Eric Alan Isaacson, I think that we have jurisdiction over the issue, but that Isaacson's arguments lack merit. Accordingly, I would not dismiss any portion of this appeal but would instead affirm the district court's judgment in its entirety. To the extent that the majority does otherwise, I respectfully dissent.

Even assuming *arguendo* that Isaacson could have immediately appealed, under the collateral order doctrine, the denial of his motion to unseal certain materials, his failure to take such an appeal does not alone suffice to establish that he may not raise that issue on appeal from the final judgment. Appealability under the collateral order doctrine is *not* based on an "individualized jurisdictional inquiry," but instead is focused on "the entire category to which a claim belongs." *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 107 (2009) (simplified). Thus, even if Isaacson may benefit from our general rule that persons who have intervened for purposes of unsealing records may take an immediate interlocutory appeal from a denial of the requested unsealing, *see Center for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1096 (9th Cir. 2016), that does not necessarily foreclose the possibility that, after the litigation plays out to final judgment, the

sealing issue might, in the unique circumstances of that case, nonetheless turn out to be effectively reviewable from the final judgment. That is the case here. Isaacson is also a class member and objector, and he contends that the district court erred in requiring him to sign the protective order in order to have access to the requested sealed information and that this assertedly unlawful condition impeded his ability to present his objections to the approval of the settlement. The district court's ruling rejecting that argument merges into the final judgment approving the settlement and may therefore be raised on appeal from that final judgment. *See Dupree v. Younger*, 598 U.S. 729, 735 (2023) (noting the "general rule" that interlocutory rulings "merge into the final judgment, at which point they are reviewable on appeal" (simplified)). And where, as here, the result is that there were two opportunities to take an appeal that would embrace the issue, the settled federal rule is that a failure to take an interlocutory appeal as of right does not preclude raising the issue, if possible, on appeal from the final judgment. *See Baldwin v. Redwood City*, 540 F.2d 1360, 1364 (9th Cir. 1976) (holding that "an interlocutory appeal is permissive, not mandatory," and that, "[w]hen an appeal is not taken, the interlocutory order merges in the final judgment and may be challenged in an appeal from that judgment"); *see also Langer v. Kiser*, 57 F.4th 1085, 1104–05 (9th Cir. 2023) (same).

Accordingly, we have jurisdiction to review whether the district court

properly sealed the materials and required Isaacson to sign a protective order as a condition for accessing that information for purposes of objecting to the settlement. We review that determination only for an abuse of discretion, *see San Jose Mercury News, Inc. v. United States Dist. Ct.*, 187 F.3d 1096, 1102 (9th Cir. 1999), and there is none. "The law . . . gives district courts broad latitude to grant protective orders to prevent disclosure of materials for many types of information, including, but not limited to, trade secrets or other confidential research, development, or commercial information." *Phillips ex rel. Estates of Byrd v. General Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir. 2002) (emphasis omitted). Fairly read, the district court's order applied the correct legal standards, and it permissibly concluded that Defendants had adequately supported their claim that the information sealed was sufficiently competitively sensitive to warrant its sealing, with access limited to those parties and class members who agreed to the confidentiality restrictions contained in the district court's protective order. Having examined the redactions by comparing the sealed and unsealed versions of the relevant documents in the district court record, I discern no abuse of discretion.

For the foregoing reasons, I would affirm the district court's judgment in its entirety.