FOR PUBLICATION

In the

United States Court of Appeals

For the Eleventh Circuit

No. 24-14039

In Re: CHIQUITA BRANDS INTERNATIONAL, INC.,
ALIEN TORT STATUTE AND SHAREHOLDERS
DERIVATIVE LITIGATION

MYRIAM RAMIREZ GARCIA,
substituted in place of Antonio Gonzalez
Carrizosa, et al.,

Plaintiffs,

ALL DOES (1–144),
PAUL DAVID WOLF,

Plaintiffs-Appellants,

versus

CONRAD & SCHERER, LLP,

Interested Party-Appellee,

CHIQUITA BRANDS INTERNATIONAL, INC., et al.,

Defendants,

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 0:08-md-01916-KAM

Before JILL PRYOR, LUCK, and BRASHER, Circuit Judges.

LUCK, Circuit Judge:

This is an interlocutory appeal of an order enforcing a charging lien arising out of an attorney's contractual or equitable right to payment from his client's recovery. To reach the merits here, we'd have to conclude that we have jurisdiction under the collateral-order doctrine over such orders. But we can't. The set of orders appealable under the doctrine is limited to ones "that threaten important interests that become moot if an appeal is not interlocutory." *Fleming v. United States*, 127 F.4th 837, 840 (11th Cir. 2025). Because orders enforcing charging liens arising out of an attorney's contractual or equitable right to payment from his client's recovery neither threaten important interests nor become effectively unreviewable at the end of a case, they're not appealable under the collateral-order doctrine. We dismiss this appeal for lack of jurisdiction.

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

In 2007, a group of Colombian plaintiffs—Does 1–144—retained Paul Wolf and Terrence Collingsworth to sue Chiquita Brands International, Inc. The Does alleged that, between 1997 and 2004, Chiquita paid more than $1.7 million to the Autodefensas

Unidas de Colombia—a paramilitary group designated as a foreign terrorist organization—to quell labor unrest and drive rival guerrilla groups out of Colombia's banana-growing regions. *See Carrizosa v. Chiquita Brands Int'l, Inc.*, 47 F.4th 1278, 1295 (11th Cir. 2022) (describing the claims). That money, the Does alleged, paid for the AUC to murder their relatives. *Id.*

Wolf and Collingsworth's retainer agreement provided that they'd be paid for their work on contingency. If the Does "obtain[ed] monetary compensation" before trial, they'd pay Wolf and Collingsworth one-third of the award. It also gave each attorney "exclusive authority to retain additional attorneys to work with the [Does] to process the[ir] claims" against Chiquita. But "[a]ny other agreement with any other attorney or attorneys retained [would be] between [Wolf and Collingsworth] and those attorneys." [***Id.***] Soon after the Does sued, their action was transferred into a multidistrict litigation in the Southern District of Florida, which is still ongoing.

Almost immediately, a rift grew between the two lawyers. Collingsworth, who'd been practicing solo at the time the Does retained him, joined the firm of Conrad & Scherer in early 2008. Wolf quickly notified Collingsworth that, by joining Conrad & Scherer, he'd breached an agreement Wolf and Collingsworth made "to work as equal partners on all Colombian fruit cases for the next ten years"—an agreement that he believed "[didn't] transfer to Conrad [&] Scherrer [sic]." Wolf proposed that he and Collingsworth "discontinue [their] relationship" and that they ask the district court "[to] decide who ha[d] power of representation over the clients [they'd] signed retainer agreements with." Wolf and Collingsworth then filed competing motions to be designated lead counsel for the Does. Collingsworth's motion made it clear that he was acting as a member of Conrad & Scherer.

But before the district court ruled on the motions, Wolf and Collingsworth stipulated that Collingsworth would serve as lead counsel for the Does. The district court issued an order confirming the stipulation. The order didn't mention Conrad & Scherer, [***see id.***] but the district court continued to treat the firm as lead counsel for the Does even after Collingsworth left in late 2015.

The stipulation didn't usher in a lasting peace. Whatever working relationship Wolf had with Conrad & Scherer collapsed when Wolf publicly divulged the details of confidential discussions between members of the Chiquita multidistrict litigation plaintiffs' group, including Collingsworth and Conrad & Scherer. Conrad & Scherer and the other plaintiffs' attorneys responded by freezing out Wolf from all confidential discussions.

After several years of acrimony, Wolf and Conrad & Scherer agreed that Wolf could exclusively represent the Does. The district court therefore discharged Conrad & Scherer from the representation. It also instructed Collingsworth and Conrad & Scherer to file a charging lien later "to preserve any entitlement to" costs and fees they'd incurred in representing the Does. Conrad & Scherer did so under Florida law.[1]

Wolf eventually reached a settlement with Chiquita for his clients, including the Does. The settlement contemplated that Chiquita would pay $12.8 million into an escrow account. As the retainer agreement provided, one-third of that sum would go to Wolf as attorney's fees. The rest would go to the Does and Wolf's other clients. The district court approved the proposed settlement and entered an order requiring Wolf's clients, including the Does, to inform Wolf whether they accepted Chiquita's settlement offer. The clients who didn't comply would have their claims dismissed with prejudice. Those who accepted the settlement would be paid a fixed amount in exchange for their "complete release of all [ ] claims," while those who rejected it could continue litigating their claims. To disburse the settlement money—and Wolf's attorney's fees—the district court established a qualified settlement fund.

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[1] Under Florida law, a charging lien is "an equitable right to have costs and fees due an attorney for services in [a] suit secured to him . . . where [he's] been discharged prior to the successful occurrence of a contingency," like a "judgment or recovery in that particular suit." *Naftzger v. Elam*, 41 So. 3d 944, 946 (Fla. Dist. Ct. App. 2010) (quoting *Sinclair, Louis, Siegel, Heath, Nussbaum & Zavertnik, P.A. v. Baucom*, 428 So. 2d 1383, 1384 (Fla. 1983)). The lien allows the attorney to recover the reasonable value of the services he rendered before he was discharged—assuming the contingency occurs. *Id.* (citing *Rosenberg v. Levin*, 409 So. 2d 1016, 1021–22 (Fla. 1982)). "In order for a charging lien to be imposed, there must first be a contract"—express or implied—"between the attorney and the client." *Baucom*, 428 So. 2d at 1385.

Conrad & Scherer then moved to enforce its charging lien against Wolf's share of the settlement. The district court referred the motion to a magistrate judge, who recommended awarding Conrad & Scherer almost the full value of its charging lien. Wolf objected that the retainer agreement didn't entitle Conrad & Scherer to any recovery, but the district court adopted the recommendation after "conduct[ing] a de novo review of the entire file." In the same order, it directed Wolf and the settlement-fund administrator to deposit the amount of Conrad & Scherer's award into the court registry pending any appeal, which they did two weeks later. "Th[ose] funds," the order directs, "shall be subject to distribution to the appropriate party after the exhaustion of any appellate review." Until then, the money was to remain in the court registry.

Wolf appealed the district court's order enforcing the charging lien against the award due to him under the retainer agreement. At the time of his appeal, however, the district court hadn't entered judgment on any of the Does' claims. We therefore issued a jurisdictional question asking "whether this appeal is taken from a final judgment or otherwise appealable order, given that several claims of the plaintiffs remain pending and the district court's [ ] order approving the proposed settlement indicated there would be further litigation as to [the] Does[.]" Wolf had already filed his opening brief by then, arguing that we had jurisdiction under the collateral-order doctrine.

Yet when Wolf responded to our jurisdictional question, he disavowed his original position. Instead, he asserted that "[t]he [c]ourt does not appear to have jurisdiction over the appeal" and that he "regret[ted] having taken up [our] time." In his view, "the appeal was necessary [only] to preserve the right to appeal, and to ensure that the funds were not immediately paid to Conrad & Scherer . . . and dissipated" (even though they'd been placed in the court registry "pending appeal"). Conrad & Scherer, for its part, responded that Wolf's original position was correct and that we did have jurisdiction under the collateral-order doctrine.

We carried the jurisdictional question with the case. Now we reach it.

II. STANDARD OF REVIEW

"We have a threshold obligation to ensure that we have jurisdiction to hear an appeal, for without jurisdiction we cannot proceed at all in any cause." *Acheron Cap., Ltd. v. Mukamal*, 22 F.4th 979, 986 (11th Cir. 2022) (citation modified). "We decide our appellate jurisdiction in the first instance." *APM Terminals Mobile, LLC v. Int'l Longshoremen's Ass'n, AFL-CIO, Loc. Union 1410*, 159 F.4th 869, 871 (11th Cir. 2025) (citing *United States v. Cody*, 998 F.3d 912, 914 (11th Cir. 2021)); *see also Acheron Cap., Ltd.*, 22 F.4th at 986 (explaining that we review jurisdictional questions de novo).

III. DISCUSSION

"The existence of appellate jurisdiction in a specific federal court over a given type of case is dependent upon authority expressly conferred by statute." *Vachon v. Travelers Home & Marine*

Ins. Co., 20 F.4th 1343, 1346 (11th Cir. 2021) (citation modified). Under 28 U.S.C. section 1291, our jurisdiction is usually limited to appeals from "final decisions" of the district courts. *Johnson v. Jones*, 515 U.S. 304, 309 (1995) (quoting 28 U.S.C. § 1291). "A final decision is typically one that ends the litigation on the merits and leaves nothing for the court to do but execute its judgment." *Acheron Cap., Ltd.*, 22 F.4th at 986 (quoting *Mayer v. Wall St. Equity Grp., Inc.*, 672 F.3d 1222, 1224 (11th Cir. 2012)).

Nevertheless, we may "immediately review orders that 'fall into a specific class of interlocutory orders that are made appealable by statute or jurisprudential exception.'" *Grippa v. Rubin*, 133 F.4th 1186, 1194 (11th Cir. 2025) (quoting *CSX Transp., Inc. v. City of Garden City*, 235 F.3d 1325, 1327 (11th Cir. 2000)). One such jurisprudential exception is the collateral-order doctrine, which stems from a "practical construction" of section 1291. *SmileDirectClub, LLC v. Battle*, 4 F.4th 1274, 1277–78 (11th Cir. 2021) (en banc) (quoting *Digit. Equip. Corp. v. Desktop Direct, Inc.*, 511 U.S. 863, 867 (1994)).

The district court's charging-lien order didn't end any part of the merits of the sprawling Chiquita multidistrict litigation. To permit early appeals, the district court did enter partial final judgments as to some plaintiffs. *See* Fed. R. Civ. P. 54(b). But it hasn't yet entered a final judgment of any kind as to the Does. So, the charging-lien order isn't final. Nor, as we'll now explain, is it appealable under the collateral-order doctrine.

A. *Orders Enforcing Attorney Charging Liens Are Not Collaterally Appealable*

Under the collateral-order doctrine, we have jurisdiction over interlocutory appeals from the "'small class' of collateral rulings that, although they do not end the litigation, are appropriately deemed 'final.'" *Mohawk Indus., Inc. v. Carpenter*, 558 U.S. 100, 106 (2009) (quoting *Cohen v. Beneficial Indus. Loan Corp.*, 337 U.S. 541, 546 (1949)). "Small class" means what it says. The Supreme Court has "repeatedly stressed that the 'narrow' [collateral-order] exception should stay that way and never be allowed to swallow the general rule that a party is entitled to a single appeal, to be deferred until final judgment has been entered." *Digit. Equip. Corp.*, 511 U.S. at 868 (citation modified).

"[T]o fall within the collateral[-]order doctrine and be immediately appealable, a non-final order must satisfy three conditions." *SmileDirectClub, LLC*, 4 F.4th at 1278. "The '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.* (quoting *Coopers & Lybrand v. Livesay*, 437 U.S. 463, 468 (1978)). These conditions are "stringent," *Will v. Hallock*, 546 U.S. 345, 349 (2006) (quoting *Digit. Equip. Corp.*, 511 U.S. at 868), and each one is "critical [ ] for jurisdiction," *Miccosukee Tribe of Indians of Fla. v. S. Fla. Water Mgmt. Dist.*, 559 F.3d 1191, 1199 (11th Cir. 2009). "If any one [condition] is not met, jurisdiction cannot be invoked . . . ." *Feldspar Trucking Co. v. Greater Atlanta Shippers' Ass'n*, 849 F.2d 1389, 1392 (11th Cir. 1988).

Importantly, the collateral-order doctrine is a "blunt, categorical instrument." *Mohawk Indus., Inc.*, 558 U.S. at 112 (quoting *Digit. Equip. Corp.*, 511 U.S. at 883). "Even [though] we adjudicate individual cases, . . . we assess the appealability of 'the entire category to which a claim belongs.'" *Fleming*, 127 F.4th at 845 (quoting *Mohawk Indus., Inc.*, 558 U.S. at 112). Whether a particular order is appealable under the doctrine depends, then, on whether all three conditions are satisfied as to the "entire category" of that order. *APM Terminals Mobile, LLC*, 159 F.4th at 872 (quoting *SmileDirectClub, LLC*, 4 F.4th at 1278); *see also Shoop v. Twyford*, 596 U.S. 811, 817 n.1 (2022) (assessing whether entire category of "[t]ransportation orders issued under the All Writs Act" satisfies each condition). We never "conduct an 'individualized jurisdictional inquiry' into the value of allowing [a collateral-order] appeal on any particular set of facts." *Fleming*, 127 F.4th at 845 (quoting *Mohawk Indus., Inc.*, 558 U.S. at 107).

Orders enforcing attorney charging liens arising out of a contractual or equitable right to payment fail at least the second and third conditions.[2] They don't resolve an "important issue" and aren't effectively unreviewable after final judgment.

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[2] When we refer to charging-lien orders, we're talking about orders enforcing charging liens arising out of an attorney's contractual or equitable right to payment from his client's recovery. Charging-lien orders, of course, are different from orders granting attorney's fees under a federal civil-rights statute, which are analyzed separately under the collateral-order doctrine. *See, e.g.*, *Crowder*

1. Charging-Lien Orders Don't Resolve an "Important Issue"

Charging-lien orders fail the second collateral-order condition because they do nothing more than resolve an attorney's entitlement to payment. Although attorneys certainly deserve reasonable remuneration for their work, their private interest in payment isn't the kind of important issue that demands immediate review.

Rights and interests are "important in [the collateral-order] sense" when they're "weightier than the societal interests advanced by the ordinary operation of final judgment principles." *Digit. Equip. Corp.*, 511 U.S. at 879 (citation modified). That's a "high bar" to clear. *Acheron Cap., Ltd.*, 22 F.4th at 989. "To date, an interlocutory order has been deemed 'important' enough to justify [collateral-order] review *only* where 'some particular value of a high order'" or some "'substantial public interest' existed in taking an immediate appeal." *Plaintiff A v. Schair*, 744 F.3d 1247, 1254 (11th Cir. 2014) (first quoting *Will*, 546 U.S. at 352–53; and then quoting *Miccosukee Tribe*, 559 F.3d at 1199).[3]

v. Hous. Auth. of Atlanta, 908 F.2d 843, 846–48 (11th Cir. 1990) (exercising jurisdiction over an interlocutory appeal taken from an order declining to award fees under 42 U.S.C. § 1988).

[3] *See also Acheron Cap., Ltd.*, 22 F.4th at 989 ("An issue is not sufficiently important unless delaying review until the entry of final judgment would imperil a substantial public interest or some particular value of a high order[.]" (citation modified)); *In re: Chiquita Brands Int'l, Inc.*, 965 F.3d 1238, 1246 (11th Cir. 2020) ("An issue is important enough to justify collateral review when it involves a particular value of a high order." (citation modified)); *cf. Grippa*, 133 F.4th at 1195 (taking the same approach). Our sister circuits agree. *Sec'y of Lab., Mine Safety & Health Admin. v. Indus. TurnAround Corp.*, 138 F.4th 1339,

Few rights serve a "substantial public interest" or high-order value. *Cf. Geo Grp., Inc. v. Menocal*, 607 U.S. 438, 444 (2026) ("Th[e] so-called collateral-order doctrine . . . is narrow, stringent, and of modest scope." (citation modified)); *Fleming*, 127 F.4th at 843 (describing the doctrine as "limited," "selective," and so on). Not even every "valuable" right "central to our adversarial system" will qualify—"substantial public interest[s]" and high-order values are even more important. *Mohawk Indus., Inc.*, 558 U.S. at 108–09 (quoting *Will*, 546 U.S. at 352–53) (collecting examples).

"Honoring the separation of powers, preserving the efficiency of government . . . , and respecting a state's dignitary interests," for example, are high-order values. *Will*, 546 U.S. at 352 (citation modified). In a recent decision recognizing a new category under the collateral-order doctrine, the Supreme Court held that federal writs ordering states to transport prisoners implicate "an

1343 (D.C. Cir. 2025) (holding that a category of cases "[wa]s not sufficiently important to merit [collateral-order] review" where the would-be appellant failed to show that her interest was "a substantial public interest or some particular value of a high order" (quoting *Mohawk Indus., Inc.*, 558 U.S. at 107)); *La Union del Pueblo Entero v. Abbott*, 93 F.4th 310, 319–20 (5th Cir. 2024) (holding that denials of legislative privilege are "important" and "implicate[ ] 'a substantial public interest'" because they "deter lawmakers from the uninhibited discharge of their legislative duty . . . to draft legislation, not defend privilege logs" (quoting *Mohawk Indus., Inc.*, 558 U.S. at 109)); *United States v. Acad. Mortg. Corp.*, 968 F.3d 996, 1004 (9th Cir. 2020) ("Whether a particular category of district court orders is 'important' enough to merit immediate appellate consideration turns on 'whether delaying review would imperil a substantial public interest or some particular value of a high order.'" (citation modified) (quoting *Mohawk Indus., Inc.*, 558 U.S. at 107)).

important question of state sovereignty." *Shoop*, 596 U.S. at 817 n.1. So too is there a substantial public interest or high-order value in defending "the initiative of [government] officials," *Will*, 546 U.S. at 352, and "avoid[ing] distraction, overdeterrence, and timidity in [g]overnment service," *Menocal*, 607 U.S. at 459 (Alito, J., concurring) (citing *Mitchell v. Forsyth*, 472 U.S. 511, 526 (1985)).

The classic type of right that vindicates state sovereignty or the operational confidence of government officials is an immunity—"a right not to be tried." *SmileDirectClub, LLC*, 4 F.4th at 1280 (quoting *United States v. Hollywood Motor Car Co.*, 458 U.S. 263, 269 (1982)). Accordingly, our collateral-order caselaw permits interlocutory appeals of "non-final denials" of "qualified immunity, absolute immunity, and Eleventh Amendment immunity." *Id.* at 1282 (citing *Will*, 546 U.S. at 350); *see also Nixon v. Fitzgerald*, 457 U.S. 731, 749 (1982) (holding that the president is absolutely immune from civil damages liability for acts within the outer perimeter of his official responsibility). In the same vein, our circuit has permitted collateral-order appeals from interlocutory denials of state-law absolute litigation immunity, characterizing that privilege as "critically important to the continued functionality of the judicial process[.]" *Grippa*, 133 F.4th at 1195.

Another substantial public interest exists in "mitigating the government's advantage over the individual"—its "enormous prosecutorial power . . . to subject an individual 'to embarrassment, expense[,] and ordeal[.]'" *Will*, 546 U.S. at 352–53 (quoting

Abney v. United States, 431 U.S. 651, 661 (1977)). To that end, a defendant may take an appeal from orders authorizing involuntary medication, *Sell v. United States*, 539 U.S. 166, 176 (2003); rejecting Speech or Debate or colorable Double Jeopardy defenses, *Helstoski v. Meanor*, 442 U.S. 500, 506 (1979) (Speech or Debate); *Abney*, 431 U.S. at 661–62 & n.8 (Double Jeopardy)[4]; or refusing to reduce bail, *Stack v. Boyle*, 342 U.S. 1, 6 (1951). So too may a prisoner awaiting postconviction relief appeal an order denying bond. *Pagan v. United States*, 353 F.3d 1343, 1345 n.5, 1346 (11th Cir. 2003) (quoting *Dotson v. Clark*, 900 F.2d 77, 78 (6th Cir. 1990)).[5] Relatedly, the collateral-order doctrine allows interlocutory appeals of orders "revok[ing] protections that conceal a party's identity" when revoking those protections exposes the party to a "serious 'danger of physical harm,'" because that harm affects the "important issue" of "the [party's] access to the judicial system." *In re: Chiquita Brands Int'l, Inc.*, 965 F.3d 1238, 1246 (11th Cir. 2020) (quoting *Doe v. Frank*, 951 F.2d 320, 324 (11th Cir. 1992)).

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[4] "The appealability of a double jeopardy claim depends upon its being at least colorable"—that is, non-frivolous. *Richardson v. United States*, 468 U.S. 317, 322 (1984) (citation modified); *see also United States v. Gulledge*, 739 F.2d 582, 585 (11th Cir. 1984) ("After the Supreme Court's holding [in *Richardson*] . . . double jeopardy claims following a mistrial resulting from a hung jury are, as a matter of law, no longer colorable.").

[5] Still, a certificate of appealability remains a "jurisdictional prerequisite" for our review of any postconviction appeal. *Pagan*, 353 F.3d at 1346 & n.6 (citing *Miller-El v. Cockrell*, 537 U.S. 322, 337 (2003)); *see* 28 U.S.C. § 2253(c).

In contrast, we rarely apply the collateral-order doctrine to purely private rights, no matter what defense or value they vindicate. *E.g.*, *APM Terminals Mobile, LLC*, 159 F.4th at 873 ("[P]rivate agreements 'are [not] likely . . . to supply the basis of a collateral order appeal.'" (alterations in original) (quoting *Acheron Cap., Ltd.*, 22 F.4th at 990)); *Acheron Cap., Ltd.*, 22 F.4th at 990 (holding that "freedom of contract" was an insufficiently important interest).[6] We've never outright "decide[d] [ ] that a privately conferred right could never supply the basis of a collateral order appeal, [but] there are surely sound reasons for treating such rights differently." *Digit. Equip. Corp.*, 511 U.S. at 879 (citation modified).

And that makes sense. Private rights regularly fail the "importance" analysis because they're definitionally not tied to any public interest or value. That parties have bargained for a right is "barely a prima facie indication that the right secured is 'important' to the benefited party . . . let alone that . . . it qualifies as 'important' in [the collateral-order] sense[.]" *Id.* Yes, savvy litigants

[6] As the Supreme Court noted in *Digital Equipment*, we treat private rights differently if they originate from a federal statute. *Digit. Equip. Corp.*, 511 U.S. at 880 n.7. The Federal Arbitration Act, for example, authorizes immediate appeal when a district court declines to compel arbitration. *Id.* (citing 9 U.S.C. § 16(a)(1)). "That courts must give full effect to [ ] express congressional judgment[s] that particular . . . private rights be vindicable immediately, however, by no means suggests that they should now be more ready to make similar judgments for themselves." *Id.* Congress knows how to create finality exceptions. Where it hasn't done so for a particular private right, we must "resist[] efforts to stretch [section] 1291," which "erode the finality principle and disserve its objectives." *Microsoft Corp. v. Baker*, 582 U.S. 23, 37 (2017).

can usually recharacterize their private rights in some broadly applicable way. But rarely will denying interlocutory review "discernibl[y] chill" some private right to the point of public concern, even in the aggregate. *Cf. Mohawk Indus., Inc.*, 558 U.S. at 110.

In *Digital Equipment*, for instance, the Supreme Court held that the "right not to be tried" inherent in a settlement agreement wasn't "important" enough to warrant collateral-order review. *Digit. Equip. Corp.*, 511 U.S. at 881. The appellant urged that "settlement-agreement 'immunities' . . . advance the public policy favoring voluntary resolution of disputes," but the Court rejected this view because it "defie[d] common sense to maintain that parties' readiness to settle [would] be significantly dampened (or the corresponding public interest impaired)" simply because review of private settlement rights would have to wait until final judgment. *Id. Mohawk Industries* relied on the same logic in a slightly different context. Even though the attorney-client privilege "serve[d] broader public interests," denying early review of orders denying the privilege "d[id] not meaningfully reduce the *ex ante* incentives for full and frank consultations between clients and counsel." *Mohawk Indus., Inc.*, 558 U.S. at 108, 110 (quoting *Upjohn Co. v. United States*, 449 U.S. 383, 389 (1981)). Part of the reason why was that most district-court privilege rulings "involve the routine application of settled legal principles," presenting only a "small risk that the law will be misapplied." *Id.* at 110. Because the risk of error was small, even aggregating the harm of erroneous privilege rulings didn't implicate a "broader public interest." *See id.* at 108 (quoting *Upjohn Co.*, 449 U.S. at 389).

Measured against the "substantial public interest" and high-order values vindicated by state immunities and constitutional rights, the issue a charging-lien order resolves isn't an important one. "This is admittedly a normative judgment[.]" *SmileDirectClub, LLC*, 4 F.4th at 1282. But at bottom, a charging-lien order vindicates nothing but an attorney's contractual or equitable expectation of reasonable payment for services rendered. And "the expectations . . . of private parties" aren't "weightier than the societal interests advanced by the ordinary operation of final judgment principles." *Digit. Equip. Corp.*, 511 U.S. at 879–80. An attorney's contractual or equitable interest in payment in no way protects state sovereignty, shields the "initiative of [government] officials," or "mitigat[es] the government's advantage over the individual." *Will*, 546 U.S. at 352–53; *see also SmileDirectClub, LLC*, 4 F.4th at 1280.

Practically speaking, an attorney's right to recover payment may be "treated as [a] contract suit[ ], whether [the right arises] in quantum meruit or [is] based on an explicit contract." RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS § 42 cmt. b(ii) (2000); *see also, e.g.*, *Daniel Mones, P.A. v. Smith*, 486 So. 2d 559, 561 (Fla. 1986) (holding that Florida charging liens depend on the existence of a contract). And again, we've repeatedly held that even private rights and expectations for which parties expressly contract touch no "substantial public interest" or high-order value. *See Acheron Cap., Ltd.*, 22 F.4th at 990; *APM Terminals Mobile, LLC*, 159 F.4th at 873. Indeed, *Acheron Capital* held as much with respect to a right arguably analogous to a right to payment. There, the would-be appellant had bargained for a right of last refusal—a right to channel certain fractional interests to itself in preference to any other bidder, which would have safeguarded its investments. *Acheron Cap., Ltd.*, 22 F.4th at 984–85, 990. During postjudgment receivership proceedings, the district court ordered that the court-appointed trustee could sell those interests without affording the appellant its "last look," effectively extinguishing that right. *Id.* at 984–85. We acknowledged that "it [was] undoubtedly important to [the appellant] that its contracts [we]re correctly interpreted and that its investments retain[ed] their full value." *Id.* at 990. Nevertheless, we held that the private rights and interests in "freedom of contract" "do[ ] not rise to the level of importance needed for recognition under [section] 1291." *Id.* (second alteration in original) (quoting *Digit. Equip. Corp.*, 511 U.S. at 878). The payment rights vindicated by charging-lien orders fall just as short.

Charging-lien orders also don't resolve an important issue because of the relatively "small risk that the law will be misapplied." *See Mohawk Indus., Inc.*, 558 U.S. at 110. Of course, it matters that attorneys get their just due. Our legal system would no doubt suffer if district courts routinely imposed erroneous charging liens on client judgments, "systematically underenforc[ed]" attorney charging-lien rights, or regularly awarded too much or too little in fees. *See id.* at 110 n.2. Yet—unsurprisingly—"we have no indication that this is the case." *Id.* Whether a charging lien exists is usually a straightforward matter of state statute or common law. Moreover, whether the amount of the lien is reasonable is an issue on which "[any] court, either trial or appellate, is itself an expert."

Norman v. Hous. Auth. of Montgomery, 836 F.2d 1292, 1303 (11th Cir. 1988) (quoting *Campbell v. Green*, 112 F.2d 143, 144 (5th Cir. 1940)). "[T]he district court has wide discretion" to determine an "appropriate fee"—discretion we rarely disturb so long as we can conduct a "meaningful review." *Id.* at 1304. Nothing so much as suggests that our district courts so often flub their charging-lien rulings that the category of those orders affects any public interest—much less a substantial one.

We're left to conclude that charging-lien orders just don't resolve "important issues." The order on appeal therefore fails the second collateral-order condition.

2. <u>Charging-Lien Orders Aren't Effectively Unreviewable After Final Judgment</u>

"The third condition of the collateral-order doctrine [ ] asks whether a right or claim can be vindicated adequately on appeal following final judgment . . . ." *SmileDirectClub, LLC*, 4 F.4th at 1282. Even if the category of charging-lien orders implicated a substantial public interest, most orders in that category wouldn't be effectively unreviewable after final judgment.

The phrase "vindicated adequately" asks whether a right or claim "wrongfully denied would be altogether lost and unrecoverable." *Fleming*, 127 F.4th at 852. Again, immunities are the classic example. An immunity is a right not to be tried at all; if a defendant asserting an immunity is tried anyway, the immunity is "effectively lost" even if the defendant prevails on an appeal after final judgment. *Id.* at 853 (quoting *Mitchell*, 472 U.S. at 526). An appellate court would be powerless to un-ring the "proverbial bell." *Digit. Equip. Corp.*, 511 U.S. at 872. The same reasoning applies to, for instance, a criminal defendant's right not to be involuntarily medicated. *Sell*, 539 U.S. at 176–77. "By the time of trial, [the defendant] will have undergone [the] forced medication—the very harm that he seeks to avoid." *Id.*

Charging-lien rights aren't analogous. Unlike involuntary-medication orders, charging-lien orders carry little risk of lasting harm. A lien creates mere civil liability. *Cf. Menocal*, 607 U.S. at 447 ("[T]he right to a finding of non-liability stands on a different footing: It can be effectively vindicated after a trial has occurred, through the reversal of an adverse final judgment."). It can be extinguished as easily as it's imposed, and money can be returned or awarded. Plus, we can review charging-lien orders along with all other fee issues after the judgment. The cause of action for a lien "arises only upon the successful occurrence of [a] contingency"—a judgment or a settlement. *Rosenberg v. Levin*, 409 So. 2d 1016, 1022 (Fla. 1982). So long as an attorney gives "timely notice" of his charging lien before judgment, *see Daniel Mones, P.A.*, 486 So. 2d at 561, a district court may wait until after the entry of judgment to determine entitlement and amount, *cf. Zaklama v. Mount Sinai Med. Ctr.*, 906 F.2d 650, 651 (11th Cir. 1990) (affirming district court order enforcing attorney contingency fee contract and awarding quantum meruit fees on an executed judgment).

Handled that way, a charging-lien order is reviewable on the same terms as orders in any ordinary postjudgment fee litigation.

We routinely hear appeals from fee orders entered after final judgment. In those cases, we "treat the postjudgment proceeding as a free-standing litigation" commenced by the "final judgment." *See Thomas v. Blue Cross & Blue Shield Ass'n*, 594 F.3d 823, 829 (11th Cir. 2010) (quoting *Ass'n of Cmty. Orgs. for Reform Now v. Ill. State Bd. of Elections*, 75 F.3d 304, 306 (7th Cir. 1996)). Once the district court disposes of all the issues that "initially sparked the postjudgment proceedings," its order is "deemed final." *Mayer*, 672 F.3d at 1224 (citing *Thomas*, 594 F.3d at 829). Of course, when an order is final, we simply review it under section 1291. 28 U.S.C. § 1291 ("The courts of appeals . . . shall have jurisdiction of appeals from all final decisions of the district courts of the United States[.]"). That keeps postjudgment proceedings administrable. Indeed, "to hold otherwise invites litigants to appeal every attorney's fee order, even if other requests remain outstanding, resulting in a proliferation of piecemeal or repetitious appeals." *Mayer*, 672 F.3d at 1223 (dismissing appeal from postjudgment order denying an attorney's fee motion where another fee motion "remained pending before the district court").[7]

It's possible that despite the availability of regular postjudgment appeal, some fraction of charging-lien orders might "nevertheless harm individual litigants in ways that are 'only imperfectly

[7] We note too that "[o]ur [c]ircuit and others recognize the right of an attorney to appeal even when the client does not, if the attorney is independently aggrieved so as to be the real party in interest." *In re BellSouth Corp.*, 334 F.3d 941, 955 n.6 (11th Cir. 2003) (collecting cases).

reparable.'" *Mohawk Indus., Inc.*, 558 U.S. at 112 (quoting *Digit. Equip. Corp.*, 511 U.S. at 872). But not even that would "justify making all such orders immediately appealable as of right under [section] 1291." *Id.* Collateral-order appealability is, after all, categorical. *Fleming*, 127 F.4th at 845. That "some orders" in a category happen to satisfy all three conditions doesn't permit interlocutory appeals of orders in the category that don't. *Richardson-Merrell, Inc. v. Koller*, 472 U.S. 424, 439 (1985) (reaching this conclusion with respect to the category of orders disqualifying counsel in civil cases).

* * *

Even if charging-lien orders implicated "important issues," they wouldn't be effectively unreviewable after final judgment. Accordingly, they flunk the second and third collateral-order conditions. We lack jurisdiction over them.

B. Lowe *Doesn't Control*

Although it's clear that charging-lien orders aren't appealable under the collateral-order doctrine, the former Fifth Circuit reached the opposite conclusion almost five decades ago in *Lowe v. Pate Stevedoring Co.*, 595 F.2d 256 (5th Cir. 1979). But *Lowe*'s conclusion, which has never been cited by a single court in our circuit in all those years, has been abrogated.

The *Lowe* plaintiff brought an "unfair representation case" against his employer and his union. *Id.* at 257. His case proceeded to judgment and he received damages, even though "[e]quitable aspects of the case . . . relating to [his] prayer for reinstatement" were "still pending." *Id.* The plaintiff's attorney sought a charging lien against the damages judgment, which the district court only partially granted. *Id.* The attorney immediately appealed even though the reinstatement "aspects" of the case were still pending. *Id.* The former Fifth Circuit resolved its interlocutory jurisdiction in a single sentence: "Under the circumstances of this case we think the decision awarding an attorney's fee . . . is a collateral order within the purview of [*Cohen*]"—the Supreme Court's first try at defining the scope of the collateral-order doctrine. *Id.* (quoting *Cohen*, 337 U.S. at 546).

Lowe has been abrogated by intervening Supreme Court decisions and at least one of our en banc decisions. Under our prior-panel-precedent rule, "we are bound to follow a prior panel's holding unless and until it is overruled or undermined to the point of abrogation by an opinion of the Supreme Court or of this [c]ourt sitting en banc." *United States v. Gillis*, 938 F.3d 1181, 1198 (11th Cir. 2019). "This can happen 'where the Supreme Court has clearly set forth a new standard to evaluate' a claim or issue." *Stanley v. City of Sanford*, 83 F.4th 1333, 1340 (11th Cir. 2023) (quoting *United States v. Archer*, 531 F.3d 1347, 1352 (11th Cir. 2008)), *aff'd*, 606 U.S. 46 (2025).

The Supreme Court has set forth a new standard for evaluating the collateral-order doctrine since *Cohen*—the foundation for *Lowe*'s one-sentence conclusion. The new standard differs from *Cohen* in two ways. First, after *Cohen*, the Supreme Court made clear that the collateral-order conditions apply to the entire category of challenged orders. Neither *Cohen* nor *Lowe* applied the conditions that way. *Cohen* expressly stated that although it was holding "this order appealable," it "d[id] not mean that every order fixing security [was] subject to appeal." *Cohen*, 337 U.S. at 546–47. Following *Cohen*, *Lowe* concluded that the challenged charging-lien order was appealable "[u]nder the circumstances of this case." *Lowe*, 595 F.2d at 257. It didn't attempt to define a category or suggest that its holding applied to all charging-lien orders.

Lowe's case-focused analysis is contrary to the standard set out by the Supreme Court post-*Lowe*. "In fashioning a rule of appealability under [section] 1291, . . . we look to categories of cases, not to particular injustices." *Van Cauwenberghe v. Biard*, 486 U.S. 517, 529 (1988); *see also Digit. Equip. Corp.*, 511 U.S. at 868 ("[T]he issue of appealability under [section] 1291 is to be determined for the entire category to which a claim belongs . . . ."); *Mohawk Indus., Inc.*, 558 U.S. at 107 (same); *Menocal*, 607 U.S. at 444 ("We identify [collateral-order] decisions by category, not case-specific circumstances."); *see also SmileDirectClub, LLC*, 4 F.4th at 1282 (same principle, citing *Mohawk Indus., Inc.*, 558 U.S. at 107). The categorical standard is no empty formality. Without it, the collateral-order doctrine mires appellate courts in individualized determinations and inevitably enlarges the number and kinds of exceptions to the final-order rule. That's exactly what the Supreme Court has told us to avoid. *See Richardson-Merrell, Inc.*, 472 U.S. at 439 ("This Court . . . has expressly rejected efforts to reduce the finality requirement of [section] 1291 to a case-by-case determination of whether a particular ruling should be subject to appeal."). So, *Lowe*'s approach isn't reconcilable with the Supreme Court's categorical standard for collateral-order review.

Second, the Supreme Court has made it a "non-negotiable" condition that the category of challenged orders "be effectively unreviewable on appeal from a final judgment." *Menocal*, 607 U.S. at 444 (quoting *Van Cauwenberghe*, 486 U.S. at 522). *Cohen*, however, didn't state or regard effective unreviewability as a mandatory condition. *See Cohen*, 337 U.S. at 546 (stating the conditions of collateral-order review without including effective unreviewability). But every post-*Lowe* Supreme Court decision does—expressly. *E.g.*, *Richardson-Merrell, Inc.*, 472 U.S. at 431; *Van Cauwenberghe*, 486 U.S. at 522; *Midland Asphalt Corp. v. United States*, 489 U.S. 794, 800 (1989); *Lauro Lines s.r.l. v. Chasser*, 490 U.S. 495, 498 (1989); *P.R. Aqueduct & Sewer Auth. v. Metcalf & Eddy, Inc.*, 506 U.S. 139, 144 (1993); *Digit. Equip. Corp.*, 511 U.S. at 878–80; *Will*, 546 U.S. at 349; *Mohawk Indus., Inc.*, 558 U.S. at 108–12; *Menocal*, 607 U.S. at 451. So do we. *SmileDirectClub, LLC*, 4 F.4th at 1278.

Nothing in *Lowe* suggests that it assessed charging-lien orders against the modern standard of effective unreviewability. Indeed, for the reasons we've explained, we don't see how it could.

What's clear, then, is that the new standard set out by the Supreme Court (and our en banc decision) for collateral-order review has undermined *Lowe*'s "more summary approach" to the point of abrogation. *United States v. Lightsey*, 169 F.4th 1241, 1252

(11th Cir. 2026) (citing *Archer*, 531 F.3d at 1352). With *Lowe* abrogated, we hold that charging-lien orders aren't appealable under the collateral-order doctrine.

IV. CONCLUSION

Orders enforcing charging liens arising out of an attorney's contractual or equitable right to payment from his client's recovery resolve no "important issue" and don't become effectively unreviewable after final judgment. That means they're not covered by the collateral-order doctrine. And since there's been no final judgment as to the Does, nothing else gives us jurisdiction over this case. We therefore **DISMISS** this appeal for lack of appellate jurisdiction.

APPEAL DISMISSED.

JILL PRYOR, Circuit Judge, concurring:

I agree with the majority opinion that we must dismiss this appeal of a district court order on a law firm's motion to enforce a charging lien because we lack appellate jurisdiction. For an order to qualify as immediately appealable under the collateral order doctrine, it 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." *SmileDirectClub, LLC v. Battle*, 4 F.4th 1274, 1278 (11th Cir. 2021) (en banc) (citation modified).

As the majority opinion correctly concludes in Part III.A.2., the district court's charging-lien order can be effectively reviewed on appeal from the final judgment in this case. Because the third prong of the collateral-order test is not satisfied, we lack appellate jurisdiction, and the appeal must be dismissed. We need not reach the question whether a charging-lien order resolves an "important issue" under the second prong of the collateral-order test. I would not address it. I therefore join the majority opinion except for Part III.A.I.