

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 24-13389
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

TRENTON KNIGHT,

a.k.a. Tenton Knight,

Defendant-Appellant.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 3:22-cr-00152-HES-SJH-2

Before LUCK, LAGOA, and MARCUS, Circuit Judges.

PER CURIAM:

Trenton Knight appeals from his conviction and 188-month sentence for one count of conspiracy to distribute and to possess

with intent to distribute 500 or more grams of a mixture and substance containing a detectable amount of methamphetamine. On appeal, Knight seeks to challenge the district court's calculation of his sentence. The government, in turn, moved to dismiss Knight's appeal based on a sentence-appeal waiver in his plea agreement. After thorough review, we agree with the government and dismiss Knight's appeal.

We review the validity of a sentence appeal waiver de novo. *United States v. Johnson*, 541 F.3d 1064, 1066 (11th Cir. 2008). We also review de novo whether a defendant knowingly and voluntarily waived his right to appeal his sentence. *United States v. Benitez-Zapata*, 131 F.3d 1444, 1446 (11th Cir. 1997).

A sentence appeal waiver found in a plea agreement will be enforced if it was made knowingly and voluntarily. *United States v. Bushert*, 997 F.2d 1343, 1350 (11th Cir. 1993). To establish that a sentence appeal waiver was made knowingly and voluntarily, the government must show either that: (1) the district court specifically questioned the defendant about the waiver during the plea colloquy; or (2) the record makes clear that the defendant otherwise understood the full significance of the waiver. *Id.* at 1351; *see also* Fed. R. Crim. P. 11(b)(1)(N) (requiring that the district court inform the defendant of the terms of an appeal waiver). The touchstone for assessing whether an appeal waiver was knowing and voluntary is whether it was clearly conveyed to the defendant that he was giving up his right to appeal under most circumstances. *United States v. Boyd*, 975 F.3d 1185, 1192 (11th Cir. 2020). “[W]here it is clear from

24-13389

Opinion of the Court

3

the plea agreement and the Rule 11 colloquy, or from some other part of the record, that the defendant knowingly and voluntarily entered into a sentence appeal waiver, that waiver should be enforced without requiring the government to brief the merits of the appeal.” *United States v. Buchanan*, 131 F.3d 1005, 1008 (11th Cir. 1997). “An appeal waiver includes the waiver of the right to appeal difficult or debatable legal issues or even blatant error.” *United States v. Grinard-Henry*, 399 F.3d 1294, 1296 (11th Cir. 2005).

Here, Knight’s appeal waiver is enforceable. For starters, the record shows that Knight knowingly and voluntarily waived his right to appeal his sentence. Before the district court, Knight entered into a plea agreement, which he signed on August 16, 2023. The agreement included a waiver of his right to appeal that read:

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant’s sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant’s applicable guidelines range *as determined by* the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution;

provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

At the Rule 11 hearing, the magistrate judge specifically questioned Knight on the sentence-appeal waiver provision of the plea agreement. In particular, the magistrate judge pointed out that, under the agreement, Knight had waived his right to appeal his sentence -- including his right to challenge an “incorrect application of the sentencing guidelines” -- except for the circumstances that were listed. The magistrate judge then explained those circumstances, specifically, if the sentence: (1) exceeded the applicable guideline range as determined by the court; (2) exceeded the statutory maximum penalty; or (3) violated the Eighth Amendment’s prohibition on cruel and unusual punishment. The magistrate judge also noted that Knight could appeal if the government appealed first. Thereafter, Knight affirmed that he understood the sentence-appeal waiver provision, as well as all other provisions of the agreement. Moreover, during the thorough plea colloquy, the magistrate judge confirmed that the plea was free from coercion and that Knight understood the nature of the charge against him and the consequences of his guilty plea. On this record, the sentence-appeal waiver was made knowingly and voluntarily.

Further, none of the exceptions to the waiver apply. On appeal before us, Knight attempts to challenge the court’s calculation

24-13389

Opinion of the Court

5

of the Sentencing Guideline range based on both the drug-quantity determination and the two-level firearm-possession enhancement. Neither of these two challenges fits within the limited exceptions to the sentence-appeal waiver provision, so Knight has waived his right to raise these claims on appeal.

Because Knight's guilty plea was knowing and voluntary, and the magistrate judge confirmed that he fully understood each of its terms, including its sentence-appeal waiver provision, the sentence-appeal waiver is valid and enforceable and forecloses Knight's two sentence-calculation challenges on appeal. Accordingly, we grant the government's motion to dismiss the appeal.

DISMISSED.