NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-11621
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

CHRISTOPHER DEMON HOLLOWAY,
a.k.a. Splat,

Defendant-Appellant.

Appeal from the United States District Court
for the Middle District of Alabama
D.C. Docket No. 3:24-cr-00286-TES-JTA-1

Before JORDAN, ABUDU, and ANDERSON, Circuit Judges.

PER CURIAM:

Christopher Holloway appeals his conviction and 120-month sentence for conspiracy to distribute, and possession with

intent to distribute, a controlled substance. First, he argues that the district court abused its discretion by denying his motion to withdraw his guilty plea, which he asserts was not knowing and voluntary. Second, he contends that his 120-month sentence is substantively unreasonable and that the court erred by not granting a downward variance from the bottom of the Sentencing Guidelines range. The government, in response, maintains that Mr. Holloway's plea was valid and that his challenge to the reasonableness of his sentence should be dismissed because his appeal waiver is enforceable.

After careful review of the parties' briefs and the record, we affirm Mr. Holloway's conviction and sentence.

I

Mr. Holloway was charged with one count of conspiracy to distribute cocaine and possession with intent to distribute cocaine in violation of 21 U.S.C. §§ 841(a)(1) and 846. He entered into a plea agreement with the government and pled guilty on January 6, 2025. In exchange, the government agreed to recommend a sentence of imprisonment within the advisory guidelines range as calculated by the district court at the sentencing hearing.

At his change of plea hearing, the district court advised Mr. Holloway that, should he testify falsely, the government could prosecute him for perjury. The court further informed him of his right to plead not guilty and to persist in that plea, his right to a jury trial at which he could not be compelled to testify, and his right to be represented by counsel. Mr. Holloway, who was under oath,

waived those rights. The government explained the nature of the charges against Mr. Holloway, who then confirmed that he understood the charges and what the government would be required to prove at trial. The government informed Mr. Holloway that the maximum sentence was 20 years' imprisonment. Mr. Holloway said he understood the possible consequences of his guilty plea.

Mr. Holloway also confirmed that he had reviewed and discussed the plea agreement with counsel and understood its terms. Included in the plea agreement was a waiver of his right to appeal or collaterally attack his sentence or conviction, subject to certain exceptions not applicable here. The district court asked whether he understood this waiver and whether he freely and voluntarily waived his rights. Mr. Holloway said that he did.

As to any potential sentence, Mr. Holloway stated at the change of plea hearing that he understood that the district court had discretion to reject any recommendations set out in the plea agreement and impose a sentence longer than anticipated. When asked whether he had an opportunity to discuss the Sentencing Guidelines with his lawyer, Mr. Holloway said he did.

The district court advised Mr. Holloway that "the sentence imposed may be very different from any estimate that your lawyer may have given you." D.E. 199 at 14. Mr. Holloway confirmed that he had a full and adequate opportunity to discuss his plea with counsel, that he was satisfied with the advice he had received, and

that his attorney had represented him "in a proper and competent way."[1]

After these exchanges, the district court asked Mr. Holloway whether he was guilty, and he said he was. He admitted to committing the acts described in the indictment. The court accepted the plea after finding that it was knowing and voluntary and that Mr. Holloway was aware of the consequences. The government noted that detention pending sentencing was mandatory under 18 U.S.C. § 3143(a)(2) and the court, finding no exceptional circumstances that would warrant release, ordered Mr. Holloway detained that day. Sentencing was set for April 30, 2025.

On January 27, 2025, with new counsel, Mr. Holloway moved to withdraw his guilty plea under Federal Rule of Criminal Procedure 11(d)(2)(B). He asserted his innocence, and argued that he had been inadequately counseled regarding discovery, application of the Sentencing Guidelines, and sentencing. He also stated that his former counsel had not explained the consequences of pleading guilty, and that his "primary motivation for pleading guilty" was his hope that he would remain on release pending sentencing so that he could spend time with his ailing mother.

The district court set a hearing on Mr. Holloway's motion to withdraw the guilty plea. At the hearing, Mr. Holloway asserted that he did not plead guilty of his own free will and never discussed

[1] Through a question-and-answer session with Mr. Holloway, his counsel established a factual basis for the plea.

with his attorney how the Sentencing Guidelines might apply. He said that he had thought that his guilty plea would allow him to stay on release until sentencing.

At the hearing, the district court questioned Mr. Holloway about his previous representations under oath and his motivations for the motion to withdraw. *See* D.E. 204 at 30 ("You told me you were guilty. You told me you admitted everything. Now you tell me that was all a lie and that was untrue and that the only reason you pled guilty [was] because you thought you might go home, but you were really innocent."). *See also id.* at 18 (Q: "What I'm saying is . . . I would have never seen a motion to withdraw your guilty plea if I had just let you go home. Isn't that true?" A: "I don't know. . . ."). The district court then orally denied the motion to withdraw the guilty plea.

In a subsequent written order, the district court concluded that Mr. Holloway entered his plea with the close assistance of counsel and further determined that he failed to meet his burden to show why he should be allowed to withdraw it. The court also found the guilty plea to be knowing and voluntary. The court later denied Mr. Holloway's motion for reconsideration.

At sentencing, the district court calculated Mr. Holloway's offense level at 30, with an advisory guideline range of 97 to 121 months of imprisonment. The court sentenced Mr. Holloway to 120 months' imprisonment followed by a three-year term of super-

vised release. The court concluded that this sentence was reasonable in light of the 18 U.S.C. § 3553(a) factors. Mr. Holloway appealed.

II

Mr. Holloway contends that the district court abused its discretion by denying his motion to withdraw his guilty plea. He argues that because he did not know the amount of cocaine that would be attributed to him at sentencing, he could not understand the possible Sentencing Guidelines range and therefore did not understand the consequences of pleading guilty. The government, in response, argues that any failure of defense counsel to explain the impact of the Sentencing Guidelines does not warrant reversal because Mr. Holloway was informed of the 20-year maximum term of imprisonment and the possibility that he might receive a sentence longer than anticipated. On this record, we discern no abuse of discretion and agree with the government.

A

"We review a district court's denial of a defendant's motion to withdraw his guilty plea for abuse of discretion and reverse only if the denial was 'arbitrary or unreasonable.'" *United States v. Mullings*, 166 F.4th 939, 947 (11th Cir. 2026) (quoting *United States v. Buckles*, 843 F.2d 469, 471 (11th Cir. 1988)). "Defendants may withdraw a guilty plea after the court accepts the plea but before sentencing if they show 'a fair and just reason for requesting the withdrawal.'" *Id.* (quoting Fed. R. Crim. P. 11(d)(2)(B)). Although this standard is to be liberally construed, a defendant does not have

an absolute right to withdraw a guilty plea prior to sentencing. *Buckles*, 843 F.2d at 471.

To determine whether a defendant has met this standard, a district court "may consider the totality of the circumstances surrounding the plea," including "(1) whether close assistance of counsel was available; (2) whether the plea was knowing and voluntary; (3) whether judicial resources would be conserved; and (4) whether the government would be prejudiced if the defendant were allowed to withdraw his plea." *Id.* at 471–72 (citations omitted). We have not given considerable weight to the third and fourth factors when a defendant is found to have "received close and adequate assistance of counsel" and pled guilty knowingly and voluntarily. *See United States v. Gonzalez-Mercado*, 808 F.2d 796, 801 (11th Cir. 1987).

To ensure that a defendant's guilty plea is knowing and voluntary, the district court must conduct a plea colloquy to satisfy the three core concerns of Rule 11: "(1) the guilty plea must be free from coercion; (2) the defendant must understand the nature of the charges; and (3) the defendant must know and understand the consequences of his guilty plea." *United States v. Freixas*, 332 F.3d 1314, 1318 (11th Cir. 2003) (internal citation omitted).

B

As to the first factor—whether Mr. Holloway had the "close assistance of counsel"—we conclude that he did based on a careful review of the change of plea hearing. *See Buckles*, 843 F.2d at 472.

At the plea colloquy, Mr. Holloway stated under oath that he discussed the Sentencing Guidelines and how they might apply with counsel, and that he understood that he should not plead guilty based on any sentence estimate anyone had given him. Additionally, his counsel at the time represented that Mr. Holloway understood the legal consequences of his guilty plea and that he was competent to enter such a plea. Mr. Holloway himself confirmed that he had discussed the indictment and any possible defenses with counsel, and that the two had a full and complete opportunity to review and discuss the plea agreement. He further stated that he was satisfied with counsel, who he agreed had represented him in a proper and competent way. The district court, relying on these statements, found that Mr. Holloway received close assistance of counsel, and we agree.

This testimony by Mr. Holloway—given under oath at the change of plea hearing—contradicts his later assertions that counsel failed to adequately advise him of the consequences of his plea. *Compare* D.E. 199 at 15:13–22 (answering "Yes, sir," to the questions: "Have you had a full and adequate opportunity to speak to your lawyer about pleading guilty?"; "Are you fully satisfied with the counsel and advice that he has given you in this case thus far?"; and "Based on everything you know at this time, has he represented you in a proper and competent way in this matter?"), *with* D.E. 204 at 2:15–23 ("Judge, Mr. Holloway has asked the Court for relief to withdraw his previously entered plea of guilty on the basis that his plea was not knowing and voluntary in that he indicates that [his former counsel] did not . . . share much of the discovery

with him, enough so that his plea would be knowing and voluntary, and that he had no discussions with [his former counsel] about possible plea – possible sentence ranges in this case, including guidelines calculations."). There is a strong presumption that statements made by a defendant during the plea colloquy are true. *See United States v. Medlock*, 12 F.3d 185, 187 (11th Cir. 1994). Thus, the "defendant bears a heavy burden to show" that the statements that he made under oath at his plea hearing were false. *See United States v. Davila*, 749 F.3d 982, 996 (11th Cir. 2014) (quotation marks and citation omitted). Mr. Holloway has not met that burden here. He admitted factual guilt under oath, testified that he was fully satisfied with counsel, and confirmed that he had sufficient time to review and discuss the plea agreement. *See United States v. Rogers*, 848 F.2d 166, 168 (11th Cir. 1988) (admitting factual guilt under oath at a guilty plea hearing weighs against allowing withdrawal). On this record, the district court did not abuse its discretion in finding that Mr. Holloway had the close assistance of counsel.

Turning to the second factor, we conclude that Mr. Holloway's guilty plea was knowing and voluntary. *See Buckles*, 843 F.2d at 472. Mr. Holloway argues that, without knowing the amount of cocaine that would be attributed to him at sentencing, it was impossible for counsel to provide an estimated advisory guidelines range and so "there is no way [he] could understand the consequences of his plea." D.E. 18 at 22. His argument is unpersuasive.

The district court specifically asked whether Mr. Holloway and his counsel had discussed the advisory guidelines and how they might apply to his case. Mr. Holloway said he understood that the court would not be able to determine the advisory guidelines range until after the presentence report was complete. He also said he understood, based on the district court's finding of facts, that the sentence imposed might be very different from any estimate his counsel or the court had given him. Additionally, the court advised Mr. Holloway that he "should not plead guilty based on any estimate anyone has given [him] about the sentencing guideline range that might apply to [him]." D.E. 199 at 14. The court also twice confirmed that Mr. Holloway had no questions and was not confused about anything he had been told during the plea colloquy. Given the "strong presumption that the statements made during the colloquy are true," we cannot say the district court abused its discretion in finding Mr. Holloway's plea knowing and voluntary. *See Medlock*, 12 F.3d at 187.

Moreover, the plea agreement acknowledged that Mr. Holloway and his counsel had discussed the advisory guidelines and the sentencing factors set forth in 18 U.S.C. § 3553(a), and that he understood how those provisions might apply to his case. The agreement also provided that Mr. Holloway understood he would have no right to withdraw his guilty plea on the grounds that the district court's calculation of the advisory guidelines range differed from the projections of his counsel, the government, or probation. On this record, we find that Mr. Holloway has not shown that his plea was not knowing and voluntary. *See United States v. Johnson*,

603 F. App'x 867, 872 (11th Cir. 2015) (finding that the defendants failed to show that their pleas were not knowing and voluntary where they "were both explicitly informed by the district court during the change of plea hearing and by the plea agreements themselves that their guideline ranges could be different than the ranges currently estimated by the government, their attorneys, or the Probation Office").

Having concluded both that Mr. Holloway had the close assistance of counsel and that his plea was knowing and voluntary, we need not give considerable attention or weight to the third and fourth factors. *See Gonzalez-Mercado*, 808 F.2d at 801. Accordingly, we affirm Mr. Holloway's conviction.

III

Mr. Holloway next contends that his sentence of 120 months' imprisonment was excessive and that the district court erred in refusing to grant a downward variance under 18 U.S.C. § 3553(a). In response, the government argues that, because the plea agreement contained a valid waiver of Mr. Holloway's appellate rights, we should enforce it. Mr. Holloway does not respond to this argument. We nevertheless address this issue because the enforceability of the waiver determines whether we reach the merits of Mr. Holloway's challenge to the reasonableness of his sentence. *See United States v. Boyd*, 975 F.3d 1185, 1191 (11th Cir. 2020).

A

"We review the validity of a sentence appeal waiver de novo." *United States v. Johnson*, 541 F.3d 1064, 1066 (11th Cir. 2008).

A sentence appeal waiver will be enforced if it was made knowingly and voluntarily. *United States v. Bushert*, 997 F.2d 1343, 1350–51 (11th Cir. 1993). The government must show either that "(1) the district court specifically questioned the defendant concerning the sentence appeal waiver during the Rule 11 colloquy; or (2) it is manifestly clear from the record that the defendant otherwise understood the full significance of the waiver." *Id.* at 1351. Absent an exception from the scope of the waiver, a defendant is barred from challenging his sentence, including "the court's calculation of the Guideline range or any rulings at sentencing." *Boyd*, 975 F.3d at 1191.

Mr. Holloway's plea agreement expressly waives all rights conferred by 18 U.S.C. § 3742 and the right to attack his conviction or sentence in any post-conviction proceeding. Exempted from the scope of the waiver is the right to appeal or attack his conviction on the grounds of ineffective assistance of counsel or prosecutorial misconduct. Mr. Holloway's appeal raises neither.

The district court explained to Mr. Holloway that his plea agreement contained "a waiver of appeal or other collateral review of any sentence that's imposed by the Court." D.E. 199 at 13. The court asked Mr. Holloway whether he understood that once he pled guilty, he could not appeal the sentence imposed or pursue collateral review except for very limited reasons, and Mr. Holloway said that he did. Mr. Holloway confirmed that he freely and voluntarily waived his right to an appeal and any right to seek col-

lateral review except as set forth in the plea agreement. The government also explained the terms of the agreement in open court, specifically addressing the appeal waiver and the exceptions to it. The court asked Mr. Holloway whether he understood those terms, and he said he did. Although the court did not discuss these exceptions further, its explanation that Mr. Holloway could not appeal his sentence "except for very limited reasons," *see id.* at 13, "conveyed to [Mr. Holloway] that he was giving up his right to appeal his sentence under most circumstances." *Boyd*, 975 F.3d at 1192. *Cf. Bushert*, 997 F.2d at 1352–53.

Furthermore, Mr. Holloway initialed each page of the plea agreement, including the page outlining the waiver and the grounds on which he could appeal. The district court further confirmed at the plea colloquy that Mr. Holloway read the agreement, signed it, and initialed each page. When asked whether he had a full and complete opportunity to read and discuss the plea agreement with his then-counsel, Mr. Holloway said he did. He confirmed his understanding of the terms of the plea agreement. And when the district court asked whether he had questions about the agreement, Mr. Holloway said no.

Under the circumstances here, the district court's thorough discussion of the appeal waiver, as well as Mr. Holloway's testimony at his plea colloquy and signature on the plea agreement, demonstrate that his waiver was knowing and voluntary. *See Boyd*, 975 F.3d at 1192 (finding that the defendant's initials on each page of the plea agreement, and the defendant's testimony during the

plea colloquy, demonstrated that the defendant's sentence-appeal waiver was knowing and voluntary). The waiver is, therefore, valid and enforceable under our precedents. *See id.*

B

We recognize that the Supreme Court is currently considering the validity and enforceability of appeal waivers. *See Hunter v. United States*, No. 24-1063 (oral argument held on March 3, 2026). Not knowing what the Supreme Court is going to hold or say, we address Mr. Holloway's unreasonableness argument on the merits in an abundance of caution. Mr. Holloway argues that, based on his age, history, and status as primary caregiver to his mother, his sentence of 120 months' imprisonment is excessive. We disagree.

"We review the reasonableness of a sentence only for an abuse of discretion." *United States v. Kennedy*, 146 F.4th 1054, 1072 (11th Cir. 2025) (citing *Gall v. United States*, 552 U.S. 38, 51 (2007)). Although Mr. Holloway contends that the district court erred in denying his request for a downward variance based on his minimal criminal history within the last 20 years and his employment, he has not shown that the district court failed "to properly consider a relevant sentencing factor that was due significant weight," "[gave] significant weight to a factor that was irrelevant," or "committ[ed] a clear error of judgment by weighing the sentencing factors unreasonably." *United States v. Butler*, 39 F.4th 1349, 1356 (11th Cir. 2022) (explaining "three ways in which a district court can abuse its

discretion by imposing a substantively unreasonable sentence"). We therefore affirm Mr. Holloway's sentence.[2]

V

We conclude that the district court did not abuse its discretion in denying Mr. Holloway's motion to withdraw his guilty plea or in imposing a 120-month sentence.

AFFIRMED.

[2] We note, as well, that whether to grant a variance is discretionary. *See United States v. King*, 57 F.4th 1334, 1338 (11th Cir. 2023).