

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-12745
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

CHRISTOPHER SHAW MESSER,

Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 2:24-cr-00003-RWS-AWH-1

Before ROSENBAUM, NEWSOM, and BRASHER, Circuit Judges.

PER CURIAM:

Christopher Messer appeals his sentence of 112 months' imprisonment, below the guideline range of 188 to 235 months, after pleading guilty to possession with intent to distribute at least 50

grams of methamphetamine. Messer argues that the court imposed a substantively unreasonable sentence by misconstruing the seriousness of the offense and overlooking significant mitigation evidence. The government has moved to dismiss the appeal based on the appeal waiver in Messer's plea agreement. After careful review, we grant the government's motion and dismiss the appeal.

We review de novo the validity of an appeal-waiver provision. *King v. United States*, 41 F.4th 1363, 1366 (11th Cir. 2022). Sentence appeal waivers are enforceable if they are made knowingly and voluntarily. *Id.* at 1367. "The government must show that either (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." *United States v. Bushert*, 997 F.2d 1343, 1351 (11th Cir. 1993).

Here, the government has shown that the appeal waiver in Messer's plea agreement is enforceable and bars this appeal. The plea agreement included a provision titled, Limited Waiver of Appeal, in which Messer "voluntarily and expressly waive[d] the right to appeal his conviction and sentence . . . on any ground," except for an "upward departure or upward variance above the sentencing guideline range as calculated by the District Court." The waiver also did not apply to claims of ineffective assistance of counsel or if the government appealed. Messer signed a certification stating that he had read, discussed, and understood the plea agreement's terms.

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During the plea colloquy, the district court questioned Messer about the terms of the plea agreement, including the appeal-waiver provision. The court explained to Messer that his plea agreement included a waiver of his ordinary appeal rights, and that there were “only three circumstances where you would be entitled to have some kind of review.” Those circumstances were (1) “if after [the court] calculate[s] the guidelines for [the] case [and the court] then impose[s] a sentence that is greater than what the guidelines call for”; (2) “if the government files an appeal for any reason”; and (3) if Messer alleged “constitutionally ineffective assistance of counsel.” “But aside from those three circumstances,” the court advised, Messer would “essentially be bound by [the court’s] decisions about accepting [his] plea and the sentence that [the court] impose[s].” Messer and his attorney told the court that Messer understood the terms of the waiver. The district court accepted Messer’s guilty plea and adjudicated him guilty.

This record shows that Messer was specifically questioned about the appeal waiver during the plea colloquy and that he understood the waiver’s full significance. *See Bushert*, 997 F.2d at 1351. Enforcement of this appeal waiver also would not “result in a miscarriage of justice.” *See Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702, 1713 (2026). So “[w]e enforce the waiver according to its terms.” *United States v. Bascomb*, 451 F.3d 1292, 1296 (11th Cir. 2006) (quotation marks omitted). Because none of the exceptions to the waiver permit Messer’s current challenge to the substantive reasonableness of his below-guideline sentence, we grant the government’s motion to dismiss based on the appeal waiver.

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DISMISSED.