

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-14090
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

KENNETH MCREYNOLDS, II,

Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Alabama
D.C. Docket No. 2:24-cr-00331-ACA-JHE-1

Before BRASHER, ABUDU, and ANDERSON, Circuit Judges.

PER CURIAM:

Kenneth McReynolds, II, appeals his 90-month sentence for possession of a firearm by a convicted felon in violation of 18 U.S.C. § 922(g)(1). He contends that the district court erred at sentencing

by applying a four-level enhancement under U.S.S.G. § 2K2.1(b)(7)(B) for possessing a firearm in connection with another felony, second-degree kidnapping. The government moves to dismiss the appeal, arguing that McReynolds knowingly and voluntarily waived his right to appeal in his plea agreement. We grant the motion and dismiss the appeal.

I. BACKGROUND

According to the plea agreement, deputies were dispatched on a domestic violence call involving McReynolds and L.W. L.W. informed the deputies that McReynolds had a firearm. The deputies then detained McReynolds and recovered the firearm from the residence. At the time, McReynolds had been convicted of felony offenses on three previous occasions.

As part of his plea agreement, in a provision titled “Right to Appeal and Post-Conviction Relief,” McReynolds agreed to “waive and give up” his right to appeal or challenge his conviction or sentence, except in three specific and limited circumstances. McReynolds signed directly underneath the waiver provision, acknowledging that he “knowingly and voluntarily” entered into the waiver. McReynolds and his counsel also signed acknowledgments affirming that McReynolds read, understood, and approved of the agreement’s terms.

During the Change of Plea hearing, the district court asked McReynolds to stop the court if it addressed anything he did not understand. The court stated, “if you don’t stop me, I’m going to assume that you understand what I’m saying; is that fair?” and

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McReynolds indicated his assent. The court then described the rights McReynolds relinquished by pleading guilty. The court also explained that if McReynolds pleaded guilty, it was not bound by advisory sentencing guidelines. The court emphasized that McReynolds could not rely on any suggestion of what the sentencing range might be, nor could McReynolds back out of the plea agreement if he did not like the sentence the court imposed.

The court also confirmed that McReynolds thoroughly reviewed the plea agreement with his attorney and that the agreement contained everything McReynolds relied on. While McReynolds had a copy of the agreement in front of him, the court specifically questioned McReynolds about the appeal waiver:

THE COURT: Okay. [The government has] laid out what they promise to do under the agreement. You have reviewed that with your attorney and you understand it. Do you also understand that you have waived your right to any defense related to the statute of limitations or any post-appellate or post-conviction relief except in instances where you have—where I impose a sentence beyond the applicable statutory maximum or beyond the guideline range or for ineffective assistance of counsel?

THE DEFENDANT: Yes, Your Honor.

THE COURT: Okay. And is that your signature on page 7 reflecting the same?

THE DEFENDANT: Yes, ma'am.

At the end of the hearing, counsel for McReynolds and for the government indicated their belief that McReynolds entered into the guilty plea knowingly and voluntarily and understood the consequences of doing so. McReynolds confirmed that he did not have any questions and that he understood everything the court discussed during the plea colloquy. The court then accepted McReynolds's plea and adjudged him guilty.

The statutory maximum term of imprisonment for possession of a firearm by a convicted felon is 15 years. 18 U.S.C. § 924(a)(8). Before sentencing, a probation officer prepared a presentence investigation report and calculated a guideline imprisonment range of 77 to 96 months, based in part on a four-level enhancement for second-degree kidnapping. McReynolds objected to the four-level increase.

At the sentencing hearing, the court heard testimony from witnesses, including the victim, L.W. The court overruled McReynolds's objection to the four-level enhancement and calculated an advisory guideline imprisonment range of 77 to 96 months. The court then imposed a sentence of 90 months.

II. DISCUSSION

McReynolds argues that the district court erred in applying the four-level enhancement because L.W.'s testimony was inconsistent. The government moves to enforce the appeal waiver in the plea agreement and to dismiss the appeal. In response, McReynolds argues that the district court's explanation of the appeal waiver was

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confusing and the record does not reflect that he knowingly waived his right to appeal. We agree with the government.

Appeal waivers are enforceable if they are made knowingly and voluntarily. *United States v. Bushert*, 997 F.2d 1343, 1350–51 (11th Cir. 1993). To establish that a waiver was made knowingly and voluntarily, “[t]he 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.” *Id.* at 1351. We review the validity of sentence appeal waivers *de novo*. *United States v. Johnson*, 541 F.3d 1064, 1066 (11th Cir. 2008).

This Court has “consistently enforced knowing and voluntary appeal waivers according to their terms.” *United States v. Bascomb*, 451 F.3d 1292, 1294 (11th Cir. 2006). Before a court accepts a guilty plea, Rule 11 requires the court to inform the defendant of the significance of the plea, including any provision “waiving the right to appeal” his sentence. Fed. R. Crim. P. 11(b)(N). We have enforced appeal waivers if the defendant confirms during the plea colloquy that he fully understands the provisions of the plea agreement, including the waiver. *See, e.g., United States v. Weaver*, 275 F.3d 1320, 1323–24, 1333 (11th Cir. 2001).

We conclude that McReynolds’s appeal waiver is enforceable because the district court adequately explained the waiver. We are not persuaded by McReynolds’s argument that the district court’s reference to “post-appellate relief” made its explanation of

the appeal waiver “confusing.” McReynolds relies on *Bushert*, where we concluded that an appeal waiver was “confusing” and unenforceable when the district court told the defendant that he waived his right to appeal his sentence “under some circumstances.” 997 F.2d at 1352–53. Unlike *Bushert*, where the court suggested that some appellate relief was available, here the district court sufficiently explained that McReynolds could not challenge his sentence. *See id.* The court informed McReynolds that he could not back out of a sentence he did not like. The court specifically questioned McReynolds about the waiver provision by asking if he understood that he “waived [his] right to any . . . post-appellate or post-conviction relief” and identifying the only three circumstances in which appellate relief was available under the plea agreement. The court then pointed to McReynolds’s signature under the waiver provision to confirm he knew he was generally giving up his appeal rights.

We also think that the record establishes that McReynolds fully understood the appeal waiver’s consequences. Unlike *Bushert*, where it was “not manifestly clear that [the defendant] understood he was waiving his appeal rights,” McReynolds was aware of the rights he relinquished via the plea agreement generally and the waiver provision specifically. 997 F.2d at 1353. McReynolds signed directly underneath the waiver provision in his plea agreement and again at the end of the document, indicating that he “knowingly and voluntarily” gave up his right to appeal his sentence and that he understood the terms of his plea. During the plea colloquy,

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McReynolds confirmed that he generally understood the provisions of the agreement and the rights he was giving up. With a copy of the plea agreement in front of him, McReynolds specifically confirmed that he understood the waiver provision. *See Weaver*, 275 F.3d at 1333 (concluding an appeal waiver was valid when the court referenced it during the plea colloquy and the defendant agreed she understood the provision and entered it voluntarily). McReynolds did not ask the court any questions about the terms of the agreement or the rights he was giving up, despite the court's invitation to do so. Nothing during the plea colloquy undermines the "strong presumption" that McReynolds's statements during the colloquy were true. *See United States v. Medlock*, 12 F.3d 185, 187 (11th Cir. 1994).

Although appeal waivers are unenforceable if they result in a "miscarriage of justice," they are not invalidated by "[s]tandard fare errors in misapplying sentencing law" that judges "could reasonably make." *Hunter v. United States*, 608 U.S. ___, ___, 146 S. Ct. 1702, 1713 (2026). Although McReynolds argues that the court's calculation of the sentencing guidelines relied on inconsistent testimony, he does not contend that the resulting sentence is "marred by the kind of egregious error that would bring the judicial system into disrepute." *Hunter*, 608 U.S. at ___, 146 S. Ct. at 1713. McReynolds has not alleged any constitutional error. And his sentence is half of the statutory maximum term of imprisonment of 15 years.

III. CONCLUSION

We conclude that McReynolds knowingly and willingly waived his right to appeal. Because the sentence appeal waiver is enforceable, we **GRANT** the government's motion to **DISMISS**.