

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 25-14316
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

MIGUEL ANGEL ALVAREZ GARCIA,

Defendant-Appellant.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 8:25-cr-00111-VMC-AAS-4

Before JORDAN, BRANCH, and WILSON, Circuit Judges.

PER CURIAM:

Miguel Angel Alvarez Garcia pleaded guilty, pursuant to a written plea agreement, to conspiracy to traffic five or more kilograms of cocaine on a vessel subject to the jurisdiction of the

United States, in violation of 46 U.S.C. §§ 70503(a), 70506(a) and (b), and 21 U.S.C. § 960(b)(1)(B)(ii). He argues on appeal that his below-guidelines sentence of 90 months' imprisonment is substantively unreasonable. The government moves to dismiss the appeal pursuant to the sentence-appeal waiver in Alvarez Garcia's plea agreement. Alvarez Garcia did not file a response.

After review, we conclude that the sentence-appeal waiver is valid and enforceable. Therefore, we grant the government's motion to dismiss.

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

We enforce appeal waivers that are made knowingly and voluntarily, *United States v. Bascomb*, 451 F.3d 1292, 1294 (11th Cir. 2006), unless doing so "would result in a miscarriage of justice," *Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702, 1713 (2026). To demonstrate that a waiver was made knowingly and voluntarily, the government must show that either (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. *United States v. Bushert*, 997 F.2d 1343, 1351 (11th Cir. 1993).

Alvarez Garcia's plea agreement contained a sentence-appeal waiver under which Alvarez Garcia agreed that the court had authority to impose any sentence up to the statutory maximum and expressly waived his right to appeal his sentence "on any ground." The only exceptions were that Alvarez Garcia could

25-14316

Opinion of the Court

3

appeal: (1) on the ground that the sentence exceeded the guideline range as determined by the court; (2) on the ground that the sentence exceeded the statutory maximum; or (3) on the ground that the sentence violated the Eighth Amendment. Alvarez Garcia initialed each page of the agreement and signed it, including a paragraph certifying that he fully understood the terms of the agreement.

At the change-of-plea hearing, the magistrate judge¹ confirmed that Alvarez Garcia reviewed the plea agreement and fully understood the terms and conditions. The magistrate judge then reviewed the terms of the sentence-appeal waiver with Alvarez Garcia, explaining that he was waiving the right to appeal his sentence except under the three specified exceptions, and Alvarez Garcia confirmed that he understood. After reviewing the charge against Alvarez Garcia, the elements of the offense, the factual basis for the plea, the consequences of the plea, and asking questions to confirm that the plea was knowing and voluntary, the magistrate judge found that the plea was knowing and voluntary, and recommended that the district court accept it. Thereafter, the district court accepted the magistrate judge's recommendation, and sentenced Alvarez Garcia to a below-guidelines sentence of 90

¹ Alvarez Garcia consented to a magistrate judge conducting the change-of-plea hearing.

months' imprisonment to be followed by 5 years' supervised release.²

Here, the record establishes that Alvarez Garcia's sentence-appeal waiver was knowingly and voluntarily made. *Bushert*, 997 F.2d at 1351. He initialed each page of the plea agreement and signed it, including a certification that he understood the terms of the agreement. And during the plea colloquy, the magistrate judge questioned Alvarez Garcia about the sentence-appeal waiver, and he confirmed that he understood the appeal waiver. Thus, the appeal waiver is valid and enforceable and forecloses Alvarez Garcia's substantive reasonableness challenge because the issue he raises does not fall within the narrow exceptions to the waiver. *See United States v. Weaver*, 275 F.3d 1320, 1333 (11th Cir. 2001) (enforcing an appeal waiver where "the waiver provision was referenced during [the defendant's] . . . plea colloquy and [the defendant] agreed that she understood the provision and that she entered into it freely and voluntarily").

We note that Alvarez Garcia does not argue that enforcement of the sentence-appeal waiver would result in a miscarriage of justice.³ Regardless, his sole argument on appeal—

² Alvarez Garcia's advisory guidelines range was 108 to 145 months' imprisonment.

³ At the time Alvarez Garcia filed his initial brief in this case, *Hunter* was still pending before the Supreme Court. Alvarez Garcia made a passing reference to *Hunter* in his brief, noting that *Hunter* "may change the dynamics of appellate waivers and what issues may be raised." Thus, to the extent that Alvarez Garcia seeks to rely on *Hunter*, we briefly address whether his

25-14316

Opinion of the Court

5

that his sentence is substantively unreasonable—does not meet the high bar for establishing a miscarriage of justice. *See Hunter*, 146 S. Ct. at 1713 (explaining that the miscarriage of justice rule “sets a high bar: The waiver may be set aside only if the sentence is marred by the kind of egregious error that would bring the judicial system into disrepute. The error must be obvious—not one a judge could reasonably make.”). Accordingly, the sentence-appeal waiver is valid and enforceable, and we GRANT the government’s motion to dismiss.

APPEAL DISMISSED.

substantive reasonableness challenge would satisfy *Hunter*’s miscarriage of justice standard.