

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-10009
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

JOHN LAAKSO,
a.k.a. John Larson,
a.k.a. John Trebesch,

Defendant-Appellant.

Appeal from the United States District Court
for the Southern District of Georgia
D.C. Docket No. 4:24-cr-00105-RSB-CLR-1

Before BRASHER, ANDERSON, and WILSON, Circuit Judges.

PER CURIAM:

John Laakso appeals his 96-month sentence for 1 count of wire fraud. On appeal, he argues that the district court erred in applying the sophisticated-means enhancement under U.S.S.G. § 2B1.1(b)(10)(C), erred in applying the abuse-of-trust enhancement under U.S.S.G. § 3B1.3, and erred in applying the obstruction-of-justice enhancement under U.S.S.G. § 3C1.1. The government has filed a motion to dismiss Laakso’s appeal based on the sentence-appeal waiver in his plea agreement.

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). To establish that the 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. We have “consistently enforced knowing and voluntary appeal waivers according to their terms.” *United States v. Boyd*, 975 F.3d 1185, 1190 (11th Cir. 2020) (citation omitted) (holding that Boyd’s appeal waiver was enforceable and barred his ability to appeal the advisory guideline calculation of his within-guidelines sentence).

After briefing in Laakso’s case was complete, the Supreme Court issued its decision in *Hunter v. United States*, holding that an

26-10009

Opinion of the Court

3

appeal waiver is unenforceable when it would result in a miscarriage of justice, which it described as a high bar where “the sentence is marred by the kind of egregious error that would bring the judicial system into disrepute.” No. 24-1063, manuscript op. at 11 (U.S. June 18, 2026). Further, the Supreme Court opined that “[t]he error must be obvious,” and not an error that “a judge could reasonably make.” *Id.* The Court provided three nonexclusive examples that would satisfy the miscarriage of justice standard: sentences above a statutory maximum, sentences based on constitutionally impermissible factors, and sentences imposed without “some minimum of civilized procedure.” *Id.* at 12. The Court remanded the case to the Fifth Circuit to decide if the appeal waiver would result in a miscarriage of justice due to the condition of supervised release requiring that “[Hunter] ‘take all mental-health medications’ that his physician prescribes.” *Id.* at 13-14.

While we have not previously adopted a miscarriage-of-justice exception to sentence-appeal waivers, *see King v. United States*, 41 F.4th 1363, 1368 n.3 (11th Cir. 2022), we have recognized similar exceptions in the case of: (1) a sentence exceeding “the maximum penalty provided by statute,” or “a penalty for a crime beyond that which is authorized by statute”; (2) a sentence based on invidious discrimination in violation of the Equal Protection Clause; (3) a sentence that violates the negotiated agreement. *Bushert*, 997 F.2d at 1350 n.18. We have also recognized an exception where a sentence suffers from a jurisdictional defect. *United States v. DiFalco*, 837 F.3d 1207, 1215 (11th Cir. 2016). Additionally, we have recognized exceptions in cases involving “extreme circumstances—for

instance, if the district court had sentenced [the defendant] to public flogging.” *United States v. Howle*, 166 F.3d 1166, 1169 n.5 (11th Cir. 1999).

Laakso’s sentence-appeal waiver is enforceable because it was entered into knowingly and voluntarily, and his arguments on appeal fall within the scope of his waiver. We grant the government’s motion to dismiss.

AFFIRMED.