

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-11521
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

IRIS YANETH VILLAFRANCA,

a.k.a. Iris Yaneth Oseguera,

a.k.a. Iris Rodriguez,

Defendant-Appellant.

Appeal from the United States District Court
for the Middle District of Florida
D.C. Docket No. 6:25-cr-00107-JA-LHP-1

Before ROSENBAUM, NEWSOM, and BRASHER, Circuit Judges.

PER CURIAM:

Iris Villafranca appeals her sentence of 204 months of imprisonment, after pleading guilty to conspiring to operate an unlicensed money-transmitting business, conspiring to defraud the United States, and filing false tax returns. *See* 18 U.S.C. §§ 371, 1960; 26 U.S.C. § 7206(1). She argues that her sentence, below the applicable guideline range, is substantively unreasonable. The government has moved to dismiss the appeal based on the appeal waiver in Villafranca’s plea agreement.

We review *de novo* the validity and scope of an appeal-waiver provision in a plea agreement. *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). The “touchstone” for determining a waiver’s enforceability “is whether it was clearly conveyed to the defendant that [she] was giving up [her] right to appeal under most circumstances.” *United States v. Boyd*, 975 F.3d 1185, 1192 (11th Cir. 2020).

The Supreme Court recently confirmed that appeal waivers are enforceable unless they “would result in a miscarriage of justice.” *Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702, 1713 (2026). Under this standard, “[t]he waiver may be set aside only if

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the sentence is marred by the kind of egregious error that would bring the judicial system into disrepute.” *Id.*

The Court explained that it’s “inevitable that mistakes will occur” in the “calculation of a Sentencing Guidelines range and the mandatory consideration of multiple sentencing factors,” and that “[s]uch standard-fare errors in misapplying sentencing law cannot cancel an appeal waiver.” *Id.* But an appeal waiver is unenforceable in “extreme cases,” including when (1) the sentence exceeds the statutory maximum; (2) the sentence is “infected with a blatant constitutional error,” such as consideration of “a constitutionally impermissible factor (like race)”; or (3) “the judge refused to hold a hearing consonant with basic principles of law.” *Id.* at 1714.

Here, the government has shown that the appeal waiver in Villafranca’s plea agreement is enforceable and bars this appeal. Under a section titled, “Defendant’s Waiver of Right to Appeal the Sentence,” Villafranca “expressly waive[d] the right to appeal [her] sentence on any ground,” except the grounds that the sentence (a) exceeded the guideline range, (b) exceeded the statutory maximum, or (c) violated the Eighth Amendment, unless the government appealed. Villafranca and her attorney both signed the agreement.

Then, at the hearing to decide whether to accept Villafranca’s guilty plea, the district court specifically questioned her about the plea agreement. The court explained that, under the plea agreement, Villafranca was “waiving [her] right to appeal [her] sentence,” and that she would “give up [her] right to appeal or contest

[her] sentence directly or collaterally on any ground,” except under the limited circumstances listed in the plea agreement. Villafranca confirmed to the court that she understood the waiver and its exceptions. Ultimately, the court determined that Villafranca’s guilty plea was knowing and voluntary and adjudged her guilty.

In sum, the record shows that the district court specifically questioned Villafranca about the waiver during the plea colloquy, and that she otherwise understood the full significance of the waiver and voluntarily agreed to it. *See Bushert*, 997 F.2d at 1351. And the terms of the waiver do not permit Villafranca to appeal the reasonableness of her below-guideline sentence. Villafranca also properly concedes that her challenge to the substantive reasonableness of the below-guideline sentence does not implicate the kind of “egregious error that would bring the judicial system into disrepute.” *Hunter*, 146 S. Ct. at 1713. Rather, her appeal concerns “standard-fare errors in misapplying sentencing law,” which “cannot cancel an appeal waiver.” *Id.*

For these reasons, we **GRANT** the government’s motion and **DISMISS** the appeal.

DISMISSED.