

NOT FOR PUBLICATION

In the
United States Court of Appeals
For the Eleventh Circuit

No. 26-11552
Non-Argument Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

TOSTIG DENARD MOORE,

Defendant-Appellant.

Appeal from the United States District Court
for the Northern District of Alabama
D.C. Docket No. 4:25-cr-00238-CLM-GMB-1

Before JORDAN, BRANCH, and KIDD, Circuit Judges.

PER CURIAM:

Tostig Moore pleaded guilty, pursuant to a written plea agreement, to four counts of possession with intent to distribute and distribution of 50 grams or more of methamphetamine, in

violation of 21 U.S.C. § 841(a)(1), (b)(1)(A), and one count of possession with intent to distribute 400 grams or more of a mixture or substance containing a detectable amount of fentanyl, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(A). He argues on appeal that his 214-month sentence is substantively unreasonable. The government moves to dismiss the appeal pursuant to the sentence-appeal waiver in Moore's plea agreement. Moore 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. *See United States v. Bascomb*, 451 F.3d 1292, 1294 (11th Cir. 2006) (setting forth the knowing and voluntary requirement); *United States v. Bushert*, 997 F.2d 1343, 1350–51 (11th Cir. 1993) (same). 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. *Bushert*, 997 F.2d at 1351.

Moore's plea agreement contained a sentence-appeal waiver under which he expressly waived his "right to appeal [his] conviction and/or sentence in this case, as well as any fines,

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restitution, and forfeiture orders, the [c]ourt might impose.” Moore reserved the right to appeal on three grounds: (1) if the sentence exceeded the statutory maximum; (2) if the sentence exceeded the guidelines range as calculated by the district court; and (3) “[i]neffective assistance of counsel.” Moore initialed each page of the agreement and signed the plea agreement, including a paragraph certifying that he understood the sentence-appeal waiver and “knowingly and voluntarily enter[ed] into [it].”

At the change-of-plea hearing, Moore confirmed that he discussed the plea agreement with his counsel and that he reviewed, initialed, and signed the agreement. The district court then reviewed the terms of the appeal waiver with Moore, and Moore confirmed that he understood. After reviewing the charge against Moore, the elements of the offenses, the factual basis for the plea, the consequences of the plea, and asking questions to confirm that the plea was knowing and voluntary, the district court accepted his guilty plea. At his sentencing, the district court calculated Moore’s advisory guidelines range as 262 to 327 months’ imprisonment, and it varied downward, sentencing Moore to a total of 214 months’ imprisonment to be followed by five years of supervised release.

The record establishes that Moore’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 the agreement, including a certification that he understood and voluntarily entered the sentence-appeal waiver. And during the

plea colloquy, the district court questioned Moore about the sentence-appeal waiver, and he confirmed that he understood the appeal waiver. Thus, the appeal waiver is valid and enforceable and forecloses Moore’s substantive reasonableness challenge because the issue he raises does not fall within the narrow exceptions to the waiver.¹ 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”). Accordingly, we **GRANT** the government’s motion to dismiss.

APPEAL DISMISSED.

¹ Moore does not claim that enforcement of the sentence-appeal waiver would result in a “miscarriage of justice” under *Hunter v. United States*, 146 S. Ct. 1702, 1713–14 (2026).