

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

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No. 92-4887  
Conference Calendar

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UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

DAVID MEARIS,

Defendant-Appellant.

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Appeal from the United States District Court  
for the Eastern District of Texas  
USDC No. 1:92-CR-83-1  
- - - - -

June 24, 1993

Before POLITZ, Chief Judge, WIENER, and DeMOSS, Circuit Judges.

PER CURIAM:\*

David Mearis was named in a two-count information and charged with racketeering in violation of 18 U.S.C. § 1959(a)(4) and with using and carrying a firearm in relation to that crime in violation of 18 U.S.C. § 924(c). Mearis entered into a plea agreement with the Government in which he pleaded guilty to both counts of the information. Paragraph 8 of the plea agreement waived Mearis's right to appeal his sentence. In accepting Mearis's plea, the district court specifically questioned him and his counsel as to this waiver.

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\* Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

In United States v. Melancon, 972 F.2d 566, 567 (5th Cir. 1992), the Court held that a defendant can waive his right to appeal as part of a plea agreement, if the waiver is informed and voluntary. In United States v. Baty, 980 F.2d 977, 979 (5th Cir. 1992), the Court said that "[i]t is up to the district court to insure that the defendant fully understands [his] right to appeal and the consequences of waiving that right." In assigning this duty to the district court, this Court reasoned that "[w]hen a defendant waives [his] right to appeal, [he] gives up the very valuable right to correct a district court's unknown and unannounced sentence. After waiving [his] right to appeal, the district court could err in its application of the Sentencing Guidelines or otherwise impose an illegal sentence." Id.

The plea agreement itself and the district court's questioning of Mearis at the time of the acceptance of the plea show that Mearis understood and knowingly waived his right to appeal any sentence imposed by the district court within the statutory maximum. Additionally, the plea agreement specifically mentioned and waived an appeal pursuant to 18 U.S.C. § 3742, the section Mearis now seeks to invoke. Mearis has pointed to nothing in the record that would dispute that he knowingly and voluntarily agreed to waive any appeal of a sentence within the statutory range of punishment.

APPEAL DISMISSED.