

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

HEIDI CID,
Petitioner,

v.

UNITED STATES OF AMERICA,
Respondent.

On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Eleventh Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

In *Honeycutt v. United States*, 581 U.S. 443 (2017), this Court held that the word “obtained” in the criminal-forfeiture statute, 21 U.S.C. § 853(a), limits forfeiture to property the defendant actually acquired and forecloses joint-and-several liability for proceeds that his co-conspirators obtained. The operative language of 18 U.S.C. § 982(a)(2)(A)—the statute under which petitioner was ordered to forfeit “proceeds the person obtained directly or indirectly”—is identical.

The district court ordered petitioner to forfeit \$6,554,250 on the express ground that the sum represented “approximately forty-five percent of the total proceeds the Defendant jointly obtained with her co-conspirators.” Pet. App. 4a & n.1. The Eleventh Circuit dismissed petitioner’s appeal without reaching that question, enforcing the appeal waiver in her plea agreement under a categorical rule this Court recently abrogated in *Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702 (2026).

The question presented is:

Whether, in light of *Hunter*, an appeal waiver may be enforced to bar review of a criminal forfeiture order imposing joint-and-several liability for proceeds the defendant did not obtain—a form of forfeiture that 18 U.S.C. § 982(a)(2)(A), as construed in *Honeycutt v. United States*, does not authorize.

PARTIES TO THE PROCEEDINGS

Pursuant to Sup. Ct. R. 14.1(b)(i), petitioner submits that there are no parties to the proceeding other than those named in the caption of the case.

Petitioner Cid was the defendant in the district court and appellant below.

Respondent United States of America was the plaintiff in the district court and appellee below.

RELATED PROCEEDINGS

This petition arises from the decision of the United States Court of Appeals for the Eleventh Circuit in *United States v. Heidi Cid*, No. 24-14081. The Eleventh Circuit’s judgment was entered December 18, 2025; the court denied rehearing on March 18, 2026.

This petition is related to the following proceeding in the United States District Court for the Southern District of Florida: *United States v. Heidi Cid*, No. 23-cr-20421-RNS.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Heidi Cid respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Eleventh Circuit.

OPINION BELOW

A copy of the decision of the United States Court of Appeals for the Eleventh Circuit, which dismissed petitioner's appeal from the judgment and commitment of the United States District Court for the Southern District of Florida, is contained in the Appendix. Pet. App. 1a.

JURISDICTIONAL STATEMENT

The decision of the court of appeals was issued on December 18, 2025. Pet. App. 1a. On March 18, 2026, the court of appeals denied a timely petition for panel rehearing and rehearing en banc. Pet. App. 8a. On June 9, 2026, Circuit Justice Thomas extended the time within which to file a petition for a writ of certiorari to and including July 16, 2026 (No. 25A1370). This Court has jurisdiction under 28 U.S.C. § 1254(1).

STATUTORY PROVISION INVOLVED

18 U.S.C. § 982 provides, in relevant part:

(a)(2) The court, in imposing sentence on a person convicted of a violation of, or a conspiracy to violate—(A) section . . . 1343 . . . shall order that the person forfeit to the United States any property constituting, or derived from, proceeds the person obtained directly or indirectly, as the result of such violation.

INTRODUCTION

The district court ordered Heidi Cid to forfeit \$6,554,250 because that sum represented “approximately forty-five percent of the total proceeds [she] jointly obtained with her co-conspirators.” Pet. App. 4a & n.1. That is joint-and-several forfeiture liability—holding Cid answerable for proceeds her co-conspirators obtained—precisely the theory this Court held the word “obtained” forecloses in *Honeycutt v. United States*, 581 U.S. 443 (2017). The operative language of the statute under which Cid was sentenced, 18 U.S.C. § 982(a)(2)(A), is identical to the language construed in *Honeycutt*.

When Cid appealed, the Eleventh Circuit did not decide whether the forfeiture exceeded the court’s statutory authority. Instead, the court dismissed her appeal in a one-paragraph order, enforcing the appeal waiver in her plea agreement under a categorical rule—the rule of *United States v. Bushert*, 997 F.2d 1343, 1350–51 (11th Cir. 1993), and *United States v. Grinard-Henry*, 399 F.3d 1294, 1296 (11th Cir. 2005)—that admits of no exception for a miscarriage of justice. Six months later, this Court abrogated that rule. In *Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702 (2026), the Court held that an appeal waiver is unenforceable when enforcing it would cause a miscarriage of justice. The rule this Court rejected is the same categorical, no-exception approach the Eleventh Circuit had applied.

Accordingly, the decision below rests on a rule that no longer exists, applied without any consideration of whether the forfeiture Cid challenges is unlawful. The

appropriate disposition is to grant Cid’s petition, vacate the judgment, and remand (GVR) for the Eleventh Circuit to apply *Hunter* in the first instance.

STATEMENT OF THE CASE

A. The Conspiracy and Cid’s Limited Role

From May through July 2020, Cid participated in a conspiracy to submit fraudulent Paycheck Protection Program loan applications. Pet. App. 20–21a. At the direction of co-conspirator Lazaro Verdecia, Cid submitted approximately 147 applications; about 64 were approved, generating \$14,565,000 in disbursements. Pet. App. 21a.

The financial structure of the conspiracy controls the forfeiture analysis. The \$14,565,000 was disbursed to the shell companies of the co-conspirators who applied for the loans—not to Cid. Pet. App. 21a. Cid had no ownership interest in those companies and never received the gross proceeds. Pet. App. 21–25a. The government’s own proffer recited only that the companies then paid “40 to 50 percent of the funds to [Cid], [Verdecia], and [co-conspirator Yadier Rodriguez], jointly.” Pet. App. 21a.

B. What Cid Personally Acquired

Three categories of property passed through Cid’s control. First, \$201,700 in fraud-derived funds were at various points deposited into accounts she owned; the proffer recited that a material portion was then disbursed to a real-estate attorney handling a transaction for Verdecia and did not inure to Cid’s benefit. Pet. App. 21–25a. Second, agents recovered \$541,181 in cash from Cid’s residence; the proffer

recited that this was Verdecia’s property, given to Cid for safekeeping. Pet. App. 25a. Third, Verdecia purchased and gave Cid a Rolex watch. Pet. App. 25a.

When the district court asked at sentencing what Cid “personally receive[d]” for her role, defense counsel explained that, after accounting for the pass-through and excluding the currency held for Verdecia, the amount Cid retained was approximately \$34,000. Pet. App. 53–55a. The government did not dispute that figure. Even counting every dollar that ever passed through Cid’s hands—regardless of beneficial ownership—the maximum was approximately \$743,000 (\$201,700 plus \$541,181), plus the Rolex.

C. The Plea Agreement and Its Waivers

Cid pleaded guilty to conspiracy to commit wire fraud. Pet. App. 44a. Her plea agreement identified specific directly forfeitable property and additionally provided for “a forfeiture money judgment in a sum to be determined, which represents the value of the property subject to forfeiture.” Pet. App. 9–18a. No amount, formula, or ceiling was disclosed. Cid did not contest forfeiture of the specifically itemized property she agreed to surrender by name—the \$541,181 in currency and the Rolex watch—even though that property belonged to Verdecia; that itemized stipulation is independent of the statutory question presented here. Pet. App. 15–17a. She challenged only the open-ended money judgment the district court later fixed at \$6,554,250, roughly \$5.8 million of which rests on proceeds her co-conspirators, not she, obtained.

Cid’s plea agreement contained a general sentence-appeal waiver of the right to “appeal any sentence imposed” unless the sentence exceeded the statutory maximum or resulted from an upward departure or variance. Pet. App. 16–17a. The agreement separately contained a forfeiture-specific waiver of “any appeal of the forfeiture” and of “all constitutional, legal, and equitable defenses to the forfeiture.” Pet. App. 15a.

At the change of plea colloquy, the district court confirmed Cid’s awareness of the forfeiture allegation and the waivers, but did not disclose any anticipated forfeiture amount, did not describe the joint-acquisition theory the government would later advance, and did not advise Cid of the construction this Court placed on identical statutory language in *Honeycutt*. Pet. App. 33a, 36–39a.

D. The Forfeiture Order

At sentencing, the government requested forfeiture of \$6,554,250—approximately 45 percent of the \$14,565,000 in total conspiracy proceeds distributed across all three principal co-conspirators. Pet. App. 61a. The government’s stated basis was the proffer’s reference to Cid, Verdecia, and Rodriguez “jointly” receiving 40 to 50 percent of conspiracy proceeds. Pet. App. 62a.

Cid objected that *Honeycutt* foreclosed joint forfeiture liability and that her individually acquired proceeds were a small fraction of the figure sought. Pet. App. 61–67a. The district court overruled the objection and ordered forfeiture of \$6,554,250. Pet. App. 67a. The preliminary order described the judgment as “proceeds received by [Cid],” but acknowledged in a footnote that the figure represented

“approximately forty-five percent of the total proceeds the Defendant jointly obtained with her co-conspirators.” Pet. App. 4a & n.1. The order identifies no independent acquisition by Cid approaching that sum, and the record contains none.

E. The Eleventh Circuit’s Per Curiam Dismissal

Cid timely appealed, arguing that the forfeiture order was unlawful under § 982(a)(2)(A) and *Honeycutt*, and that the waivers could not bar review of a forfeiture imposed in excess of statutory authority.

On December 18, 2025, the Eleventh Circuit dismissed the appeal in a one-paragraph per curiam order, relying on *Bushert*, 997 F.2d at 1350–51, and *Grinard-Henry*, 399 F.3d at 1296. Pet. App. 1a. The panel did not explicitly address whether the forfeiture exceeded statutory authority, whether *Honeycutt* governs § 982(a)(2)(A), or whether any exception to waiver applied. The disposition was purely procedural. The court denied rehearing on March 18, 2026. Pet. App. 8a.

REASONS FOR GRANTING THE PETITION

This case is an ideal candidate for an order granting the petition, vacating the judgment below, and remanding for reconsideration in light of *Hunter v. United States*, 608 U.S. ___, 146 S. Ct. 1702 (2026). The Eleventh Circuit dismissed Cid’s appeal under a categorical appeal-waiver rule—the rule of *Bushert* and *Grinard-Henry*—that this Court abrogated in *Hunter*. Because the legal premise of the dismissal no longer stands, and because there is a reasonable probability that *Hunter*’s newly announced standard would change the disposition, a GVR is the natural course. In the alternative, the Court should grant plenary review.

I. The decision below rests on a categorical appeal-waiver rule that *Hunter* abrogated, and a GVR is the appropriate disposition

A. The panel applied the precise categorical rule *Hunter* rejected

The Eleventh Circuit’s dismissal rested on a rule that admits of no exception for a miscarriage of justice. Under *Bushert* and *Grinard-Henry*, a knowing and voluntary appeal waiver bars all challenges to the resulting sentence—reaching not only frivolous claims but “difficult or debatable legal issues or even blatant error.” *Grinard-Henry*, 399 F.3d at 1296; *see* Pet. App. 1a. As the Eleventh Circuit acknowledged just before the decision below, that court had “never adopted a general ‘miscarriage of justice’ exception” to appeal waivers. *King v. United States*, 41 F.4th 1363, 1368 n.3 (11th Cir. 2022). *Hunter* cited *King* as one of the “few others” that, like the Fifth Circuit, had adopted that categorical, no-exception approach—the position the Court now rejects in favor of the majority miscarriage-of-justice rule. *See Hunter*, 146 S. Ct. at 1709–10 & n.2 (citing *King*, 41 F.4th at 1368 n.3).

King reflects the same categorical, no-exception rule the panel applied here through *Bushert* and *Grinard-Henry*. The rule the panel enforced is therefore the same approach *Hunter* forecloses. The panel enforced the waiver and dismissed without inquiring whether the forfeiture caused a miscarriage of justice.

Hunter held the opposite. This Court ruled that “an agreement not to appeal a sentence is unenforceable when it would result in a miscarriage of justice—meaning, when it would leave in place the kind of egregious error that would bring the judicial system into disrepute.” *Hunter*, 146 S. Ct. at 1708. The Court “approve[d] the majority view among the courts of appeals” and rejected the contrary categorical approach of the Fifth Circuit “and a few others.” *Id.* at 1710, 1713. The Eleventh Circuit’s rule was on the rejected side of that divide. Whatever the precise contours of the miscarriage-of-justice standard, the categorical no-exception rule the panel applied is no longer good law.

B. There is a reasonable probability that *Hunter* affects the disposition

A GVR is warranted where an intervening decision of this Court reveals a “reasonable probability” that the court below would reach a different result on reconsideration. *Lawrence v. Chater*, 516 U.S. 163, 167–74 (1996) (per curiam). That standard is comfortably satisfied. The panel decided this case under a rule that no longer exists; it never asked the question *Hunter* now makes dispositive—whether enforcing Cid’s waiver would leave in place an egregious error that brings the judicial system into disrepute—and *Hunter* itself identifies, as the first category of such error, “a sentence exceeding what the relevant statute allows.” *Hunter*, 146 S. Ct. at 1713.

The district court’s own order supplies a non-speculative basis to believe this forfeiture falls within that category—and does so not because the amount is large, but because the order rests on a theory of liability the statute does not permit.

The defect is one of authority, not amount. The district court did not miscalculate what Cid obtained. Rather, the court’s order measured Cid’s forfeiture as “approximately forty-five percent of the total proceeds the Defendant jointly obtained with her co-conspirators.” Pet. App. 4a & n.1. That is the imposition of joint-and-several liability by holding Cid answerable for proceeds her co-conspirators obtained. And joint-and-several liability is the precise theory *Honeycutt* holds the word “obtained” forecloses. The question is therefore not whether the district court erred in calculating an authorized forfeiture, but whether it had authority to impose this kind of forfeiture at all. It did not.

1. The forfeiture rests on a joint-and-several liability theory § 982(a)(2)(A) does not authorize

Section 982(a)(2)(A) authorizes forfeiture only of “proceeds the person obtained.” In *Honeycutt*, this Court construed the identical word in § 853(a): forfeiture “is limited to property the defendant himself actually acquired,” and held that the statute “does not authorize the Government to seize property [the defendant] jointly obtained with other conspirators if [the defendant] himself did not actually acquire it.” 581 U.S. at 449, 454. Because the operative language of the two statutes is identical, *Honeycutt*’s construction governs § 982(a)(2)(A). The district court made no finding that Cid individually acquired \$6,554,250; it found that she “jointly obtained” it. Pet. App. 4a & n.1. That is not a hard exercise of discretion within an authorized

range; it is the entry of a forfeiture the statute forecloses—“a sentence exceeding what the relevant statute allows,” *Hunter*’s first and least contestable category of miscarriage—the category even the courts on the rejected side of the split honored before *Hunter*. See *United States v. Kim*, 988 F.3d 803, 810 n.1 (5th Cir. 2021) (declining to enforce an appeal waiver where the sentence exceeded statutory authorization—“the legal truism that a court must not impose a sentence” that is “unauthorized by law”); *Hunter*, 146 S. Ct. at 1713 (relying on *Kim* to define this category). Three members of this Court have already read this category to reach forfeitures and other monetary remedies directly: category one, Justice Gorsuch explained, “should likewise include . . . ones that order remedies the law does not permit.” See *Hunter*, 146 S. Ct. at 1720 (Gorsuch, J., concurring, joined by Sotomayor and Jackson, JJ.) (citing *United States v. Yung*, 37 F.4th 70, 82 (3d Cir. 2022) (restitution)).

The disparity between the judgment and anything Cid obtained confirms the point. No individual-acquisition theory yields \$6,554,250—roughly 8.8 times the most that ever passed through Cid’s hands (\$743,000) and orders of magnitude beyond the approximately \$34,000 she retained. The figure is untethered from what Cid obtained because the court’s order never measured her acquisitions at all, only the conspiracy’s gross proceeds.

2. Any futility objections that the government may raise are for the court of appeals; regardless, they fail

The government may respond that a remand would be futile—because the plea agreement contained an express forfeiture waiver, because *Libretti v. United States*,

516 U.S. 29, 49 (1995), treats forfeiture as part of the sentence, and because Eleventh Circuit decisions have permitted some joint forfeiture. None of those grounds was passed on below. The panel dismissed solely on the appeal-waiver provision; the panel did not reach the forfeiture-specific waiver, *Libretti*, the scope of *Honeycutt*, the Circuit’s joint-forfeiture precedents, or any exception to waiver. This Court is “a court of review, not of first view,” *Cutter v. Wilkinson*, 544 U.S. 709, 718 n.7 (2005), and *Hunter* itself remanded rather than decide whether enforcing the waiver there worked a miscarriage of justice. *Hunter*, 146 S. Ct. at 1710. The futility arguments are matters for the court of appeals to address on remand, not reasons for this Court to deny certiorari.

Notwithstanding, any futility objections fail on their own terms—and disposing of them requires no extension of *Hunter*. Forfeiture is part of the sentence. *Libretti*, 516 U.S. at 49. *Hunter*, in turn, governs the enforceability of an agreement “not to appeal a sentence,” and a forfeiture exceeding § 982(a)(2)(A) is “a sentence exceeding what the relevant statute allows.” Applying *Hunter* here therefore asks the Eleventh Circuit to apply the decision within its existing domain, not to extend it to a new one. *Bushert*—the very decision the panel invoked—already supplies the governing rule: a court “may not impose a penalty for a crime beyond that which is authorized by statute,” and a defendant does not waive review of such a sentence. 997 F.2d at 1350 n.18. An appeal waiver—whether the general sentence-appeal waiver or the forfeiture-specific one—thus does not reach a forfeiture the statute does not authorize.

Hunter's exception does not turn on the defendant's interest in the right waived, or on how freely that right may be bargained away; it turns on the judiciary's own stake. Courts are "too enmeshed in [a plea agreement's] approval and implementation to escape responsibility" for leaving an unlawful sentence in place. *Hunter*, 146 S. Ct. at 1713. However freely Cid could agree to forfeit her property, no agreement relieves the court of responsibility for entering a forfeiture Congress did not authorize. The operative ground is thus not *Libretti* but *Hunter* itself—its first category of statutory excess and its rationale of institutional responsibility—and neither depends on whether the waiver is general or forfeiture-specific.

Nor does the forfeiture-specific waiver's broader language change the analysis—and the panel below never invoked it to do so. The plea agreement waives not only "any appeal of the forfeiture" but "all constitutional, legal, and equitable defenses to the forfeiture," language more sweeping than the general sentence-appeal waiver. Pet. App. 15a. But the panel's dismissal relied exclusively on *Bushert* and *Grinard-Henry*—both general-waiver decisions. Pet. App. 1a. The court never cited or discussed the forfeiture waiver, never distinguished it from the general waiver, and never analyzed whether its language barred this claim. Any argument that the forfeiture waiver forecloses relief is a ground the panel did not reach; like the futility arguments addressed above, it is a matter for the Eleventh Circuit to take up on remand, not a reason for this Court to deny. *See Cutter*, 544 U.S. at 718 n.7.

Regardless, the argument fails on its own terms. *Hunter*'s exception rests on the judiciary's own institutional stake in not enforcing a sentence the law forecloses,

not on the breadth of the words the parties chose. *See Hunter*, 146 S. Ct. at 1714. No drafting choice by the parties can enlarge a court’s authority to impose a forfeiture Congress did not authorize, any more than a broadly worded waiver could authorize a judge to impose a term of life imprisonment for a misdemeanor. *See id.* at 1713.

Nor do the Eleventh Circuit’s joint-forfeiture decisions foreclose relief. The government relied below on *United States v. Goldstein*, 989 F.3d 1178 (11th Cir. 2021), *United States v. Young*, 108 F.4th 1307 (11th Cir. 2024), and *United States v. Cingari*, 952 F.3d 1301 (11th Cir. 2020). Each involved proceeds the defendant jointly controlled. *See Goldstein*, 989 F.3d at 1203 (proceeds deposited into accounts both defendants “controlled”); *Cingari*, 952 F.3d at 1306 (married couple jointly operating a single fraudulent business, with proceeds in a shared family account).

Here the \$6,554,250 was not measured by anything Cid controlled; it was approximately 45 percent of the gross conspiracy proceeds disbursed to shell companies in which Cid had no interest—joint-and-several liability in its purest form. At a minimum, whether those decisions survive *Hunter* and reach this forfeiture is for the Eleventh Circuit to decide in the first instance under the standard this Court has just announced.

Nor does *Hunter*’s “high bar” counsel denial. The exception excludes ordinary disputes over the calculation of an authorized sentence, *Hunter*, 146 S. Ct. at 1713, but this is not such a dispute. Cid does not quarrel with how an authorized forfeiture was computed; she contends the court entered a forfeiture it had no authority to impose. Courts applying the unwaivability principle draw the same line,

distinguishing a challenge to the methodology of calculating an authorized award from a challenge that the court entered an award it had no statutory authority to impose at all. *See United States v. West*, 137 F.4th 395, 400–01 (5th Cir. 2025).

C. The relief sought is modest

Cid does not contend that *Hunter* makes reversal inevitable. *Hunter* itself did not resolve whether the condition at issue there was a miscarriage of justice. The Court remanded for that determination. *Hunter*, 146 S. Ct. at 1710. Cid asks only that the judgment below—entered under a categorical rule that no longer exists, and without any consideration of the merits, the scope of the waivers, or any exception—be vacated so that the Eleventh Circuit may apply the standard *Hunter* announced to a record that is already fully developed. That is the paradigm posture for a GVR. The Court has already treated similarly postured Eleventh Circuit cases this way: within days of *Hunter*, it GVR’d two Eleventh Circuit appeal-waiver dismissals for reconsideration in light of that decision. *See Ton Ton Aquino v. United States*, No. 25-79 (U.S. June 29, 2026); *Myrick v. United States*, No. 25-6860 (U.S. June 29, 2026); *see also Jones v. United States*, No. 25-524, slip op. at 1–2 (U.S. June 30, 2026) (statement of Sotomayor, J., respecting the denial of certiorari) (declining to GVR where the waiver at issue barred a conviction-validity challenge outside “the sentencing context,” rather than, as here, a challenge to the sentence—of which forfeiture is part—itsself).

II. The question is recurring and important, which reinforces a GVR and supports plenary review in the alternative.

Every court of appeals agrees that a general appeal waiver does not bar a defendant from challenging punishment imposed in excess of a court's statutory authority; the disagreement before *Hunter* was over the framework for that principle. *Hunter* resolved that general dispute by adopting the majority's miscarriage-of-justice standard. What *Hunter* did not decide—and what no court of appeals has yet decided—is whether that standard reaches a criminal forfeiture entered in excess of § 982(a)(2)(A) under *Honeycutt*. That forfeiture-specific question is open and recurs in every multi-defendant fraud and trafficking conspiracy in which the government seeks a joint money judgment.

The structural principle on which the answer turns is uniform across the circuits that have addressed analogous monetary orders. *See, e.g., Yung*, 37 F.4th at 78 (waiver of restitution appeal unenforceable because “[a] defendant cannot waive his right to appeal a sentence unauthorized by Congress”); *United States v. Andis*, 333 F.3d 886, 891–92 (8th Cir. 2003) (en banc) (miscarriage exception reaches monetary sentences “imposed in violation of law”); *United States v. Hahn*, 359 F.3d 1315, 1325 (10th Cir. 2004) (en banc) (same). Members of this Court have read *Hunter*'s first category to reach monetary remedies the law does not permit. *See Hunter*, 146 S. Ct. at 1720 (Gorsuch, J., concurring, joined by Sotomayor and Jackson, JJ.). There is no principled basis to distinguish forfeiture under § 982(a)(2)(A), limited to “proceeds the person obtained,” from restitution and other monetary punishments cabined by congressional limits.

This case is a clean vehicle to resolve that question, whether now or after a remand. The issue was preserved at every stage—objected to at sentencing, briefed on appeal, and pressed on rehearing. The panel reached no merits question; its dismissal was confined to the appeal-waiver ground. There is no mootness or finality problem, and the statutory excess appears on the face of the district court’s own order rather than resting on a contestable inference. The Eleventh Circuit will soon be reconsidering its categorical appeal-waiver rule in other cases on remand from this Court. *See Aquino v. United States*, No. 25-79 (U.S. June 29, 2026); *Myrick v. United States*, No. 25-6860 (U.S. June 29, 2026). This case gives that court the opportunity to address the forfeiture-specific question in the same posture.

CONCLUSION

The petition for a writ of certiorari should be granted, the judgment below vacated, and the case remanded for reconsideration in light of *Hunter v. United States*. In the alternative, the petition should be granted and the case set for plenary briefing and argument.

Respectfully submitted,

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