

JUL 07 2008

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

UNITED STATES OF AMERICA,

Plaintiff - Appellee,

v.

MICHAEL S. UZAN,

Defendant - Appellant.

No. 06-10221

D.C. No. CR-01-00358-PMP-4

MEMORANDUM*

Appeal from the United States District Court
for the District of Nevada
Philip M. Pro, District Judge, Presiding

Submitted June 18, 2008**

Before: REINHARDT, LEAVY, and CLIFTON, Circuit Judges.

Michael S. Uzan appeals from the district court's order denying his motion to enforce his plea agreement. We have jurisdiction pursuant to 28 U.S.C. § 1291,

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

and we affirm.

Uzan contends that his package plea agreement was breached when a co-defendant received a more favorable sentence after Uzan pleaded guilty and the district court entered judgment. However, the plea agreement contains no provision entitling Uzan to receive a reduction in his sentence if a more favorable sentence was subsequently imposed upon a co-defendant. *See United States v. Jeronimo*, 398 F.3d 1149, 1153 (9th Cir. 2005) (holding that this court will enforce the plain language of a plea agreement that is clear and unambiguous on its face). We conclude that Uzan's plea agreement was not breached. *See United States v. Allen*, 434 F.3d 1166, 1174 (9th Cir. 2006).

Uzan does not dispute that the appeal waiver in the plea agreement was knowing and voluntary. Because Uzan's sentence comported with the agreement and the language of the waiver encompasses his right to appeal on the grounds raised here, we affirm the decision of the district court. *See United States v. Bibler*, 495 F.3d 621, 623-24 (9th Cir. 2007).

AFFIRMED.