



**COURT OF APPEALS
SECOND DISTRICT OF TEXAS
FORT WORTH**

**NO. 02-18-00302-CR
NO. 02-18-00303-CR**

SHAQUITTA DEANNA HORTON

APPELLANT

V.

THE STATE OF TEXAS

STATE

FROM CRIMINAL DISTRICT COURT NO. 2 OF TARRANT COUNTY
TRIAL COURT NOS. 1406350D, 1406619D

MEMORANDUM OPINION¹

Shaquitta Deanna Horton has filed pro se notices of appeal from the trial court's judgments adjudicating her guilty of credit-card abuse and fraudulent use or possession of fewer than five items of identifying information. See Tex. Penal Code Ann. §§ 32.31, 32.51 (West 2016). In each case, the trial court sentenced her to 14 months' confinement (with the sentences to run concurrently) pursuant

¹See Tex. R. App. P. 47.4.

to an agreement in which Horton pleaded true to one of the allegations in the State's motion to adjudicate guilt in exchange for the State's 14-month punishment recommendation. Horton signed written plea admonishments in each case that included a waiver of the right of appeal.

The trial court's certifications of Horton's right to appeal in each case state that this "is a plea-bargain case, and the defendant has NO right of appeal" and that "the defendant has waived the right of appeal." See Tex. R. App. P. 25.2(a)(2). Based on the certifications, we notified Horton through her court-appointed attorney that her appeals would be dismissed unless, within ten days, she or any party desiring to continue the appeals filed a response showing grounds for continuing them. See Tex. R. App. P. 25.2(a)(2), (d), 44.3. More than ten days have passed, and we have received no response.

Rule 25.2(a)(2) does not restrict a defendant's right of appeal when she pleads true to one or more allegations in a motion to adjudicate. See Tex. R. App. P. 25.2(a)(2); *Hargesheimer v. State*, 182 S.W.3d 906, 911–12 (Tex. Crim. App. 2006) (concluding that a case in which a defendant pleads true to allegations in a motion to adjudicate is not a plea-bargain case under rule 25.2(a)(2)); see also *Dears v. State*, 154 S.W.3d 610, 613 (Tex. Crim. App. 2005) ("[Rule 25.2(a)(2)] refers only to plea bargains with regard to guilty pleas, not pleas of true on revocation motions."). But if, as here, a defendant pleads true and signs a waiver of the right of appeal in exchange for the State's punishment recommendation—and the trial court follows the recommendation—the waiver is

binding. See *Blanco v. State*, 18 S.W.3d 218, 219–20 (Tex. Crim. App. 2000); *Jackson v. State*, 168 S.W.3d 239, 242–43 (Tex. App.—Fort Worth 2005, no pet.); cf. *Ex parte Delaney*, 207 S.W.3d 794, 797–98 (Tex. Crim. App. 2006) (explaining that when defendant waives right of appeal in exchange for recommended sentence that trial court subsequently follows, “[a]ny possible source of error” during sentencing is removed). Because Horton waived her right to appeal the trial court’s adjudication judgments, we dismiss her appeals. See Tex. R. App. P. 25.2(d), 43.2(f); *Jackson*, 168 S.W.3d at 243; see also *Salazar v. State*, No. 02-18-00004-CR, 2018 WL 1324487, at *1 (Tex. App.—Fort Worth Mar. 15, 2018, no pet.) (mem. op., not designated for publication).

/s/ Elizabeth Kerr
ELIZABETH KERR
JUSTICE

PANEL: KERR, PITTMAN, and BIRDWELL, JJ.

DO NOT PUBLISH
Tex. R. App. P. 47.2(b)

DELIVERED: August 16, 2018