



**In the  
Court of Appeals  
Second Appellate District of Texas  
at Fort Worth**

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No. 02-23-00176-CR  
No. 02-23-00177-CR  
No. 02-23-00178-CR  
No. 02-23-00179-CR  
No. 02-23-00180-CR  
No. 02-23-00181-CR  
No. 02-23-00182-CR

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RUDOLPH GUY, Appellant

V.

THE STATE OF TEXAS

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On Appeal from Criminal District Court No. 2  
Tarrant County, Texas  
Trial Court Nos. 1575239, 1577996, 1578056, 1578070, 1578256, 1579653, 1614845

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Before Sudderth, C.J.; Kerr and Birdwell, JJ.  
Memorandum Opinion by Chief Justice Sudderth

## MEMORANDUM OPINION

Appellant Rudolph Guy appeals his seven convictions for aggravated robbery. But he waived his right to appeal when he entered into plea bargains with the State.

Guy was indicted for fourteen offenses: seven counts of aggravated robbery and seven counts of unlawful possession of a firearm by a felon. In a “multi-faceted plea agreement” with the State, *State v. Moore*, 240 S.W.3d 248, 249 (Tex. Crim. App. 2007) (describing a similar plea bargain), Guy agreed to plead guilty to the seven aggravated robbery charges and to plead true to the relevant punishment enhancements. In exchange, the State agreed to waive the seven unlawful possession offenses and, if Guy “return[ed] on April 14, 2023 [for sentencing] with no new offenses and no bond violations, [the] State agree[d] to recommend 25 years TDCJ” for each of the aggravated robberies. Thus, Guy entered into an unconditional charge bargain and a conditional sentencing bargain.

Guy did not appear for sentencing. When he was subsequently arrested and sentenced, the trial court entered judgments reflecting the terms of Guy’s plea bargains—his guilty pleas to the aggravated robbery offenses, his pleas of true to the enhancements, the State’s waiver of Guy’s seven unlawful possession charges, and the State’s conditional punishment recommendations. Because Guy failed to appear at sentencing, though, the State was relieved of its obligation to make the 25-year punishment recommendations, and Guy was subject to the full range of punishment

for each of his seven aggravated robberies. The trial court sentenced him to life in prison for each.

Guy now appeals from these seven plea bargains. But under Rule of Appellate Procedure 25.2(a)(2), “[i]n a plea bargain case[,] . . . a defendant may appeal only: (A) those matters that were raised by written motion filed and ruled on before trial, (B) after getting the trial court’s permission to appeal, or (C) where the specific appeal is expressly authorized by statute.”<sup>1</sup> Tex. R. App. P. 25.2(a)(2); *see* Tex. Code Crim. Proc. Ann. art. 44.02. Guy has offered no indication that he is appealing from a written pretrial motion,<sup>2</sup> nor has he offered any indication that he was granted

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<sup>1</sup>The trial court must file a certification of the defendant’s right to appeal, clarifying whether the case involved a plea bargain and whether the defendant waived his right to appeal. *See* Tex. R. App. P. 25.2(a)(2), (d). In this case, the trial court initially signed certifications confirming that each case was “a plea-bargain case, and the defendant has NO right of appeal.” Then several months later, it signed another certification indicating that each case “[wa]s not a plea-bargain case but was an open plea and the defendant has the right to appeal punishment.” Because Guy entered a charge bargain, the trial court was right the first time. *See Marsh v. State*, Nos. 02-21-00150-CR, 02-21-00151-CR, 2023 WL 2178406, at \*3 (Tex. App.—Fort Worth Feb. 23, 2023, no pet.) (mem. op., not designated for publication) (reiterating that charge bargains qualify as plea bargains under Tex. R. App. P. 25.2(a)(2)).

Regardless, because requiring amended certifications “would be a useless act,” we need not delay resolution of these appeals to require them. *Knox v. State*, Nos. 02-19-00025-CR, 02-19-00026-CR, 2019 WL 1831794, at \*1 n.1, \*3 (Tex. App.—Fort Worth Apr. 25, 2019, pet. ref’d) (mem. op. on reh’g, not designated for publication) (dismissing plea-bargain case and declining to order trial court to amend certification because “doing so would be a useless act”).

<sup>2</sup>When Guy entered into his plea bargains with the State, he signed a document “giv[ing] up and waiv[ing] all pretrial motions that may have been filed in [his] case[s].”

permission to appeal. *See Knox*, 2019 WL 1831794, at \*3 (noting similarly in case involving similar plea bargain). Rather, he argues that his cases are not plea-bargain cases. Because Guy failed to appear at sentencing, he claims “he did not receive the benefit of the State’s sentencing recommendation,” so there were no plea bargains, and he did not waive his right to appeal.<sup>3</sup>

But Guy’s “promise to appear for sentencing and to refrain from committing additional crimes, as well as the consequences that would happen if he failed to abide by those promises—that the State would refrain from making [the 25-year] punishment recommendation and the defendant would be subject to the full range of punishment available—were themselves negotiated terms of the plea agreement.” *Id.* at \*1–2 (discussing *Moore*, 240 S.W.3d at 249–55, and rejecting defendant’s argument that “these are not plea-bargain cases because under the terms of the agreements, his failure to appear for his scheduled sentencing . . . revoked the agreements and, consequently, he was not sentenced pursuant to those agreements”); *see Moore*, 240 S.W.3d at 255. The terms of Guy’s plea agreements subjected him to the full range of punishment for his seven aggravated robberies, and because he pleaded guilty to these offenses and his sentences were within this agreed-upon (full) range of punishment,

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<sup>3</sup>Because the law and the record indicate that Guy’s seven convictions are plea-bargain cases, we warned Guy that we could dismiss his appeals unless he or any other party showed grounds for continuing them. *See Tex. R. App. P. 25.2(a)(2)*, 44.3. Apart from the argument discussed above—Guy’s contention that these are not plea-bargain cases—he has raised no other grounds for continuing the appeals.

his cases qualify as plea-bargain cases. *See* Tex. R. App. P. 25.2(a)(2) (defining a plea-bargain case as a “case in which a defendant’s plea was guilty or nolo contendere and the punishment did not exceed the punishment recommended by the prosecutor and agreed to by the defendant”); *Grimes v. State*, Nos. 02-23-00079-CR, 02-23-00080-CR, 02-23-00081-CR, 02-23-00082-CR, 2023 WL 3643643, at \*2–4 (Tex. App.—Fort Worth May 25, 2023, no pet.) (per curiam) (mem. op., not designated for publication) (holding case qualified as plea-bargain case when defendant pleaded guilty in exchange for conditional punishment recommendation but defendant was subjected to full range of punishment if he failed to appear for sentencing); *Knox*, 2019 WL 1831794, at \*1–3 (similar).

Plus, although Guy claims that “he did not receive the benefit” of the plea bargains, the State’s punishment recommendation was not the only component of the bargains. The State also agreed to waive Guy’s seven unlawful possession charges, and the judgments reflect that this portion of the plea bargains remained intact. Thus, Guy entered a charge bargain subject to Rule 25.29(a)(2). *See Marsh*, 2023 WL 2178406, at \*3. Yet, Guy does not address the issue at all.

Guy “receive[d] the benefit” of the plea bargains—waiver of his unlawful possession charges and conditional access to a 25-year punishment recommendation. And the record reflects that, as part of these plea bargains, he signed waivers of “any and all rights of appeal.”

Because these are plea-bargain cases in which Guy waived his right to appeal, we dismiss his appeals. *See* Tex. R. App. P. 25.2(a)(2), 43.2(f).

/s/ Bonnie Sudderth

Bonnie Sudderth  
Chief Justice

Do Not Publish  
Tex. R. App. P. 47.2(b)

Delivered: September 7, 2023