

FOURTH COURT OF APPEALS OF TEXAS, SAN ANTONIO

Gil Rojas III v. The State of Texas

Rojas · No. 04-25-00670-CR · Decided April 8, 2026

SUMMARY

The Fourth Court of Appeals of Texas dismissed Gil Rojas III’s appeal from a plea-bargained aggravated robbery conviction. The court held that the trial court’s certification accurately stated that Rojas had no right to appeal under Texas Rule of Appellate Procedure 25.2(d), and no amended certification granting a right to appeal had been filed.

CASE DETAILS

COURT	Fourth Court of Appeals of Texas, San Antonio
WRITING FOR THE COURT	Adrian A. Spears II, Justice; H. Todd McCray, Justice; Velia J. Meza, Justice
JURISDICTION	Texas Court of Appeals, Fourth District, San Antonio
DECIDED	April 8, 2026
DOCKET	04-25-00670-CR
DISPOSITION	dismissed
PROCEDURAL POSTURE	Appeal from a judgment of conviction following a plea-bargained nolo contendere plea to aggravated robbery.
PRECEDENTIAL VALUE	Nonprecedential memorandum opinion; marked DO NOT PUBLISH.
PARTIES	Gil Rojas III v. The State of Texas

TOPICS

- plea bargaining
- appellate procedure
- criminal procedure
- final judgment rule

PRACTICE AREAS

- criminal appellate procedure
- plea-bargained criminal appeals

QUESTIONS PRESENTED

- Whether the court of appeals had authority to consider an appeal from a plea-bargained conviction when the trial court certified that the defendant had no right to appeal and the record contained no qualifying pretrial motion or permission to appeal.

HOLDINGS

1. When a defendant pleads pursuant to a plea bargain and receives punishment that does not exceed the punishment recommended and agreed to under the bargain, the defendant may appeal only matters raised by a written pretrial motion ruled on by the trial court, matters for which the trial court granted permission to appeal, or matters expressly authorized by statute. Because the record showed none of those circumstances, the appeal had to be dismissed.

KEY QUOTATIONS

“In 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.”” (2)

“We must dismiss an appeal “if a certification that shows the defendant has the right of appeal has not been made part of the record.”” (2)

FACTUAL BACKGROUND

Rojas entered a nolo contendere plea to aggravated robbery under a written plea-bargain agreement. The court sentenced him to thirty years of imprisonment, which did not exceed the punishment recommended by the prosecutor and agreed to by Rojas. The record contained no written pretrial motion ruled on by the trial court and no indication that the trial court granted permission to appeal.

PROCEDURAL HISTORY

Rojas pleaded nolo contendere to aggravated robbery pursuant to a plea-bargain agreement and received a thirty-year prison sentence in accordance with the agreement. The trial court certified that he had no right to appeal. After Rojas filed a notice of appeal, the appellate court reviewed the clerk's record, notified him that the appeal would be dismissed unless an amended certification showing a right to appeal was filed, and dismissed the appeal when no amended certification was filed.

DISPOSITION

dismissed

CASES CITED

- Daniels v. State, 110 S.W.3d 174 (Tex. App.—San Antonio 2003, order)

OPINION

Gil Rojas III v. the State of Texas

PER CURIAM.

Fourth Court of Appeals San Antonio, Texas

MEMORANDUM OPINION

No. 04-25-00670-CR Gil ROJAS III, Appellant v. The STATE of Texas, Appellee From the 437th

Judicial District Court, Bexar County, Texas Trial Court No. 2025-CR-000036 Honorable Joel Perez, Judge Presiding

PER CURIAM

Sitting: Adrian A. Spears II, Justice H. Todd McCray, Justice Velia J. Meza, Justice Delivered and Filed: April 8, 2026

DISMISSED

Pursuant to a plea-bargain agreement, Gil Rojas III pled nolo contendere to aggravated robbery and was sentenced to thirty years of imprisonment in accordance with the terms of his plea-bargain agreement. On September 30, 2025, the trial court signed a certification of defendant's right to appeal stating that this "is a plea-bargain case, and the defendant has NO right of appeal." See TEX. R. APP. P. 25.2(a)(2). After Rojas filed a notice of appeal, the trial court clerk sent copies of the certification and notice of appeal to this court. See id. 25.2(e). The 04-25-00670-CR clerk's record, which includes the trial court's Rule 25.2(a)(2) certification, has been filed. See id. 25.2(d). "In 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." Id. 25.2(a)(2). The clerk's record, which contains a written plea bargain, establishes the punishment assessed by the court does not exceed the punishment recommended by the prosecutor and agreed to by Rojas. See id. The clerk's record does not include a written motion filed and ruled upon before trial; nor does it indicate that the trial court gave its permission to appeal. See id. Thus, the trial court's certification appears to accurately reflect that this is a plea-bargain case and that Rojas does not have a right to appeal. We must dismiss an appeal "if a certification that shows the defendant has the right of appeal has not been made part of the record." Id. 25.2(d). We informed Rojas that this appeal would be dismissed pursuant to Texas Rule of Appellate Procedure 25.2(d) unless an amended trial court certification showing that he had the right to appeal was made part of the appellate record. See TEX. R. APP. P. 25.2(d), 37.1; Daniels v. State, 110 S.W.3d 174 (Tex. App.—San Antonio 2003, order). No such amended trial court certification has been filed. Therefore, this appeal is dismissed pursuant to Rule 25.2(d).

PER CURIAM

DO NOT PUBLISH

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