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STANDING PROTECTIVE ORDER FOR DFPS RECORDS

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The Court, in the interest of establishing a standing procedure for cases within this jurisdiction involving the Texas Department of Family and Protective Services (referred to as the "Producing Party") and Crossroads Defenders (referred to as the "Receiving Party"), hereby issues this Standing Protective Order.

VICTORIA COUNTY, TEXAS

The Court, in consideration of the relevant statutes and the need to ensure confidentiality while securing defendants the right to a fair trial in cases within this jurisdiction, recognizes that the Producing Party may receive a subpoena duces tecum from an attorney for a Defendant in cases within this jurisdiction. Such subpoenas shall facilitate the production of records of the Producing Party.

The Court finds that the Producing Party has a statutory duty to maintain the confidentiality of communications and records contained within its possession. The information sought to be compelled is protected by privilege and confidentiality statutes, may only be released to certain parties as specified in the statutes, generally must be redacted to protect the identity of a reporter and any other person whose life or safety may be endangered by disclosure of the records, and requires protection of certain other confidential information from disclosure pursuant to Section 261.201 of the Texas Family Code, and Title 40, Sections 700.203 and 700.204 of the Texas Administrative Code.

Notwithstanding the above, the Court finds that the production of these confidential records to the Requesting Party in the manner ordered herein within this jurisdiction would further the interests of justice and/or aid in the resolution of such cases. The Court finds that defense counsel acknowledges and agrees to the terms and conditions within this Standing Protective order in signing the agreement for each case.

The Producing Party is ordered to release all records, including audio/video records, exclusive of items described by article 39.15 of the Code of Criminal Procedure, if any, in its possession, without redaction, to the Requesting Party by mutually agreed date in the applicable case-specific duces tecum, to be governed by this Standing Protective Order. Therefore, the Court hereby incorporates the protective order attached hereto as ATTACHMENT A, which is incorporated herein for all purposes, which shall apply to criminal cases within this jurisdiction involving the Producing Party.

"It is ORDERED that all records provided by the Department to defense counsel in cases within this jurisdiction are CONFIDENTIAL by law, and all records obtained from the Department shall be subject to this Standing Protective Order. Counsel for the Requesting Party SHALL ensure that the Department's records are destroyed upon the exhaustion of appeals or final disposition of the case."


Hon. K. Stephen Williams
Judge, 135th District Court
Local Administrative Judge

SIGNED this 17th day of July, 2025.

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PROTECTIVE ORDER (ATTACHMENT "A")

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The Court **FURTHER FINDS** that:

1. Documents, records, or information containing confidential and privileged information ("Confidential Information") that bear significantly on the Requesting Party's claims or defenses is to be disclosed or produced as discovery in this litigation;
2. The Producing Party has asserted that public dissemination and disclosure of Confidential Information could severely injure or damage the party disclosing or producing the Confidential Information and/or may threaten the safety and well-being of individuals named or referenced within the records, documents, or information; and
3. To protect the respective interests of the Parties and to facilitate the disclosure and discovery in this case, the following Protective Order should issue:

The Court enters this Protective Order (the "Order") in the interests of justice and for the purpose of facilitating discovery in the above-styled action while assuring the confidentiality of certain documents, material, or information that may be disclosed. Unless modified by the Court, this Order shall remain in effect through the conclusion of this litigation and thereafter.

THE COURT HEREBY ENTERS THE FOLLOWING PROTECTIVE ORDER:

1. Documents, records or information containing Confidential Information disclosed or produced by the producing party in this litigation are referred to as "Protected Documents." Except as otherwise indicated below, all documents, records or information which are disclosed or produced to the attorneys for the Requesting Party to this litigation shall be deemed and are Protected Documents and are entitled to confidential treatment as described herein.
2. Protected Documents shall not include (a) advertising materials, or (b) materials that on their face show that they have been published to the general public.
3. Confidential Treatment. Protected Documents and any information contained therein shall not be used or shown, posted, disseminated, copied, or in any way communicated to anyone for any purpose whatsoever, except as provided for below. The party receiving Protected Documents shall not under any circumstances sell, offer for sale, advertise, or publicize Protected Documents or any information contained therein.
4. Protected Documents and any information contained therein shall be disclosed only to the following persons ("Qualified Persons"):
 - (a) Counsel of record in this action for the party receiving Protected Documents or any information contained therein;
 - (b) Employees of such counsel (including experts and investigators) assigned to and necessary to assist such counsel in the preparation and trial of this action; and
 - (c) The Court.

5. Protected Documents and any information contained therein shall be used solely for the prosecution/defense of this litigation.
6. Counsel of record for the party receiving Protected Documents may create an index of the Protected Documents. The index may only identify the document, date, author, and general subject matter of any Protected Document, but may not reveal the substance of any such document and may not constitute in any manner a copy of such document. If disclosed, Counsel for the party receiving Protected Documents shall maintain a current log of the names and addresses of persons to whom the index was furnished.
7. The term "copy" as used herein means any photographic, mechanical or computerized copy or reproduction of any document or thing, or any verbatim transcript, in whole or in part, of such document or thing.
8. To the extent that Protected Documents or information contained therein are used in depositions, at hearings, or at trial, such documents, records, or information shall remain subject to the provisions of this Order, along with the transcript pages of the deposition testimony and/or trial testimony referring to the Protected Documents or information contained therein.
9. Any court reporter or transcriber who reports or transcribes testimony in this action shall agree that all "confidential" information designated as such under this Order shall remain "confidential" and shall not be disclosed by them, except pursuant to the terms of this Order, and that any notes or transcriptions of such testimony (and any accompanying exhibits) will be retained by the reporter or delivered to counsel of record.
10. Inadvertent or unintentional production of documents, records, or information by the Producing Party containing Confidential Information which are not designated "confidential" shall not be deemed a waiver in whole or in part of a claim for confidential treatment.
11. After termination of this litigation, the provisions of this Order shall continue to be binding. This Court retains and shall have continuing jurisdiction over the parties and recipients of the Protected Documents for enforcement of the provisions of this Order following termination or conclusion of this litigation.
12. Upon termination or conclusion of this action by dismissal, judgment, or settlement, counsel for the party receiving Protected Documents shall return the Protected Documents to the counsel for the party producing the Protected Documents for destruction or retention, within 20 days of such termination or conclusion. In the alternative, upon termination or conclusion of this action by dismissal, judgment, or settlement, counsel for the party receiving Protected Documents may destroy the Protected Documents only if counsel for the party receiving Protected Documents, to accomplish destruction of the Protected Documents, (a) complies with state law and the destruction policies and procedures of the party producing the Protected Documents for the destruction of confidential and privileged information, (b) completes the destruction of the Protected Documents within 7 days of such termination or conclusion, and (c) maintains a record detailing the date of the destruction of the Protected Documents, the name of the individuals whom directly or indirectly participated in the destruction of the Protected Documents, and demonstrates that the method utilized for the destruction of the Protected Documents was in accordance with subsection (a) herein.

13. If counsel for the party receiving Protected Documents returns the Protected Documents to the counsel for the party producing the Protected Documents, the counsel for the party receiving the Protected Documents shall keep their attorney work product which refers or relates to any Protected Documents. Attorney work product may be used in subsequent litigation provided that such use does not disclose Protected Documents or any information contained therein.

14. Counsel for the receiving party is hereby bound and shall submit to the jurisdiction of this Court for the purposes of enforcement of the Protective Order.

AGREED AND APPROVED AS TO FORM AND SUBSTANCE:

/s/ Brian S. Watson

Signature of Counsel for Receiving Party

Printed: Brian S. Watson

SBN: 24101054

On behalf of all attorneys and staff for Crossroads Defenders

Signed by Regional Attorney for the Producing Party

Printed:

SBN: