Tab 1	**SB 12** by **Gruters;** Identical to CS/H 06511 Relief of L.P., a Minor, by the Department of Children and Families

509468	A	S	RCS	JU, Gruters	Delete L.70 - 72:	04/02 09:22 AM

Tab 2	**CS/SB 420** by **CA, Yarborough;** Compare to H 01571 Official Actions of Local Governments

552064	D	S	TP	JU, Yarborough	Delete everything after	04/02 11:25 AM

Tab 3	**SB 572** by **Collins (CO-INTRODUCERS) Wright;** Similar to CS/H 00593 Dangerous Dogs

875208	A	S	RCS	JU, Collins	Delete L.80 - 326:	04/02 09:22 AM

Tab 4	**SB 724** by **Martin (CO-INTRODUCERS) Leek;** Identical to H 00599 Property Owner Liability

Tab 5	**CS/SB 768** by **HP, Calatayud;** Similar to H 01543 Controlling Business Interests by Persons with Ties to Foreign Countries of Concern

318358	A	S	RCS	JU, Calatayud	Delete L.20:	04/02 09:22 AM

Tab 6	**CS/SB 784** by **CA, Ingoglia;** Similar to CS/CS/H 00381 Platting

223806	A	S	RCS	JU, Ingoglia	Delete L.55 - 84.	04/02 09:22 AM

Tab 7	**CS/SB 846** by **CM, Polsky (CO-INTRODUCERS) Pizzo, Smith, Arrington;** Similar to H 00915 Notary Public Fraud

Tab 8	**CS/SB 868** by **CM, Ingoglia;** Similar to CS/H 00743 Social Media Use by Minors

~~274324~~	A	S	WD	JU, Ingoglia	btw L.117 - 118:	04/02 09:22 AM

Tab 9	**CS/SB 916** by **TR, Rodriguez;** Similar to CS/H 00867 Indemnification of Commuter Rail Transportation Providers

Tab 10	**CS/SB 922** by **CM, Leek;** Similar to CS/CS/H 01219 Employment Agreements

839748	D	S	RCS	JU, Leek	Delete everything after	04/02 09:22 AM
370862	AA	S	FAV	JU, Leek	btw L.304 - 305:	04/02 09:22 AM

Tab 11	**SB 1080** by **McClain;** Similar to CS/H 00579 Local Government Land Regulation

~~654956~~	A	S	WD	JU, McClain	btw L.174 - 175:	04/02 09:22 AM

Tab 12	**CS/SB 1184** by **BI, DiCeglie;** Compare to CS/H 00643 Residual Market Insurers

Tab 13	**SB 1242** by **McClain;** Similar to CS/H 00991 Community Redevelopment Agencies

Tab 14	**SB 1272** by **Jones;** Similar to H 00933 Guardianship

Tab 15	**SB 1284** by **Grall;** Compare to CS/H 01517 Civil Liability for the Wrongful Death of an Unborn Child

207224	A	S	RCS	JU, Grall	Delete L.47 - 63:	04/02 09:22 AM

Tab 16	**SB 1288** by **Grall;** Identical to H 01505 Parental Rights					
641628	D	S	RCS	JU, Grall	Delete everything after	04/02 09:23 AM

Tab 17	**CS/SB 1346** by **HP, Polsky (CO-INTRODUCERS) Pizzo;** Similar to CS/H 01195 Fentanyl Testing					
649584	A	S	RCS	JU, Polsky	Delete L.31 - 32:	04/02 09:23 AM

Tab 18	**CS/SB 1666** by **CM, Grall;** Similar to CS/CS/H 00515 Uniform Commercial Code

Tab 19	**SB 1690** by **McClain;** Similar to CS/CS/H 00791 Surrendered Infants

Tab 20	**CS/SB 1828** by **CJ, Martin;** Compare to CS/H 01447 Trespass					
229842	A	S	RCS	JU, Martin	Delete L.52 - 64:	04/02 09:23 AM

The Florida Senate

COMMITTEE MEETING EXPANDED AGENDA

JUDICIARY
Senator Yarborough, Chair
Senator Burton, Vice Chair

MEETING DATE: Tuesday, April 1, 2025
TIME: 4:00—6:00 p.m.
PLACE: *Toni Jennings Committee Room,* 110 Senate Building

MEMBERS: Senator Yarborough, Chair; Senator Burton, Vice Chair; Senators Berman, DiCeglie, Gaetz, Hooper, Leek, Osgood, Passidomo, Polsky, and Trumbull

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
1	**SB 12** Gruters (Identical CS/H 6511)	Relief of L.P., a Minor, by the Department of Children and Families; Providing for the relief of L.P., a minor, by the Department of Children and Families; providing an appropriation to Sidney and Valerie Carey, as the grandparents and adoptive parents of L.P., to compensate L.P. for injuries and damages sustained due to the negligence of employees and caseworkers of the department; providing a limitation on compensation and the payment of fees and costs, etc. SM JU 04/01/2025 Fav/CS AHS AP	Fav/CS Yeas 10 Nays 1
2	**CS/SB 420** Community Affairs / Yarborough (Compare H 1571, S 1710)	Official Actions of Local Governments; Prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official who violates certain provisions commits misfeasance or malfeasance in office; requiring potential recipients of county and municipal contracts and grants to make a certain certification to the county or municipality before being awarded such contract or grant, etc. CA 03/17/2025 Fav/CS JU 04/01/2025 Temporarily Postponed RC	Temporarily Postponed
3	**SB 572** Collins (Similar CS/H 593)	Dangerous Dogs; Citing this act as the “Pam Rock Act”; requiring certain dog owners to securely confine their dogs in a proper enclosure; requiring, rather than authorizing, that dogs subject to certain dangerous dog investigations be confiscated, impounded, and held; requiring animal control authorities to provide certain information to the Department of Agriculture and Consumer Services and to destroy certain dogs; requiring the department to create and maintain a statewide Dangerous Dog Registry, etc. AG 03/03/2025 Favorable JU 04/01/2025 Fav/CS FP	Fav/CS Yeas 11 Nays 0

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
4	**SB 724** Martin (Identical H 599)	Property Owner Liability; Citing this act as the "Fallen Tree Act"; providing that a property owner is liable for damages caused by trees or shrubs located on his or her property when they fall on another's property; providing that trees and shrubs located on two or more parcels may be removed by any of the property owners after serving proper notice and posting on the other parcels; providing an exception, etc. JU 04/01/2025 Favorable BI RC	Favorable Yeas 11 Nays 0
5	**CS/SB 768** Health Policy / Calatayud (Similar H 1543)	Controlling Business Interests by Persons with Ties to Foreign Countries of Concern; Revising minimum health care provider licensure requirements relating to persons or entities possessing a specified controlling interest in the licensee; revising the definition of the terms "business relationship" and "foreign country of concern", etc. HP 03/18/2025 Fav/CS JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 11 Nays 0
6	**CS/SB 784** Community Affairs / Ingoglia (Similar CS/CS/H 381, Compare CS/S 1118)	Platting; Requiring that plat or replat submittals be reviewed and approved administratively by a designee or designees of the appropriate local governing body; requiring the appropriate governing body, within a specified timeframe after the recordation of the plat, to issue certain information; prohibiting the governing body from collecting an addressing fee under certain circumstances, etc. CA 03/17/2025 Fav/CS JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 11 Nays 0
7	**CS/SB 846** Commerce and Tourism / Polsky (Similar H 915)	Notary Public Fraud; Prohibiting the literal translation of the phrase "Notary Public" into a language other than English; prohibiting notaries public from using specified terms to describe themselves under certain circumstances; authorizing certain entities to file suit for declaratory or injunctive relief for certain violations; prohibiting certain persons from engaging in the practice of law in immigration matters for compensation or engaging in specified acts or practices for compensation in immigration matters, etc. CM 03/25/2025 Fav/CS JU 04/01/2025 Favorable RC	Favorable Yeas 11 Nays 0

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
8	**CS/SB 868** Commerce and Tourism / Ingoglia (Similar CS/H 743)	Social Media Use by Minors; Requiring social media platforms to provide a mechanism to decrypt end-to-end encryption when law enforcement obtains a subpoena; requiring social media platforms to allow a parent or legal guardian of a minor account holder to view all messages; prohibiting minor account holders from using or accessing messages that are designed to disappear or self destruct, or are ephemeral in nature, etc. CM 03/25/2025 Fav/CS JU 04/01/2025 Favorable RC	Favorable Yeas 9 Nays 2
9	**CS/SB 916** Transportation / Rodriguez (Similar CS/H 867)	Indemnification of Commuter Rail Transportation Providers; Creating the "Coastal Link Commuter Rail Service Act"; authorizing an agency to assume the obligation to protect, defend, indemnify, and hold harmless certain entities from and against certain liabilities, costs, and expenses in certain circumstances; providing that an employee of an operator is not a coastal link corridor invitee of such operator in certain circumstances; specifying the circumstances under which certain passengers are coastal link corridor invitees of certain operators; requiring that the allocation of liability between certain agencies be allocated as agreed and limited by certain provisions, etc. TR 03/19/2025 Fav/CS JU 04/01/2025 Favorable FP	Favorable Yeas 11 Nays 0
10	**CS/SB 922** Commerce and Tourism / Leek (Similar CS/H 1219)	Employment Agreements; Creating “The Florida Trade Secret Protection Act”; providing that certain covered garden leave agreements are not a restraint of trade or an attempt to monopolize trade or commerce; requiring a court to enter a preliminary injunction to stop covered employees, businesses, entities, or individuals if a breach of a covered garden leave agreement is alleged; providing that certain covered noncompete agreements are not a restraint of trade or an attempt to monopolize trade or commerce; authorizing a covered employer to reduce the salary or benefits of a covered employee if he or she engages in gross misconduct, etc. CM 03/17/2025 Fav/CS JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 9 Nays 2

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
11	**SB 1080** McClain (Similar CS/H 579, Compare H 1561, CS/S 1118)	Local Government Land Regulation; Requiring counties to meet specified requirements regarding the minimum information necessary for certain applications; prohibiting counties from limiting the number of quasi-judicial or public hearings held each month in certain circumstances; revising the expedited state review process for adoption of comprehensive plan amendments; requiring municipalities to meet specified requirements regarding the minimum information necessary for certain applications; prohibiting municipalities from limiting the number of quasi-judicial or public hearings held each month in certain circumstances, etc. CA 03/17/2025 Favorable JU 04/01/2025 Favorable RC	Favorable Yeas 8 Nays 3
12	**CS/SB 1184** Banking and Insurance / DiCeglie (Compare CS/H 643)	Residual Market Insurers; Revising the conditions for insurance coverage to be eligible for export; transferring to surplus lines insurance those provisions relating to liability of insureds and deductibles; prohibiting policyholders from assigning post-loss insurance benefits under property insurance policies; requiring settlements or verdicts against insureds as a condition precedent to the accrual or maintenance of causes of actions against liability insurers by persons who are not insureds, etc. BI 03/17/2025 Fav/CS JU 04/01/2025 Temporarily Postponed RC	Temporarily Postponed
13	**SB 1242** McClain (Similar CS/H 991)	Community Redevelopment Agencies; Providing for the termination of community redevelopment agencies on a specified date; removing an exception; prohibiting community redevelopment agencies from performing certain actions on or after a specified date; revising provisions relating to any outstanding bonds of a community redevelopment agency; prohibiting the creation of community redevelopment agencies on or after a specified date, etc. CA 03/11/2025 Favorable JU 04/01/2025 Favorable RC	Favorable Yeas 8 Nays 3

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
14	**SB 1272** Jones (Similar H 933)	Guardianship; Prohibiting a guardian from restricting the ability of an adult ward to maintain contact with a person except in certain circumstances; requiring that an initial guardianship plan identify the persons entitled to certain information; requiring that an initial guardianship plan for an incapacitated person identify persons entitled to certain notice and to visit the incapacitated person, etc. JU 04/01/2025 Favorable CF RC	Favorable Yeas 9 Nays 0
15	**SB 1284** Grall (Compare CS/H 1517)	Civil Liability for the Wrongful Death of an Unborn Child; Revising the definition of the term “survivors” to include the parents of an unborn child; prohibiting a right of action against the mother for the wrongful death of an unborn child; authorizing parents of an unborn child to recover certain damages, etc. JU 04/01/2025 Fav/CS ACJ RC	Fav/CS Yeas 6 Nays 4
16	**SB 1288** Grall (Identical H 1505)	Parental Rights; Deleting exceptions for certain parental rights; creating the parental right to review and consent to a survey or questionnaire provided to his or her minor child; revising exceptions for specified requirements of parental consent; prohibiting the use of a biofeedback device on a minor child without written permission from the minor child’s parent or guardian; defining the term “biofeedback device”, etc. ED 03/25/2025 Favorable JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 8 Nays 3
17	**CS/SB 1346** Health Policy / Polsky (Similar CS/H 1195)	Fentanyl Testing; Creating "Gage's Law"; requiring hospitals and hospital-based off-campus emergency departments to test for fentanyl as part of any urine testing they conduct to treat individuals for possible drug overdose or poisoning; requiring such facilities to perform a confirmation test if the urine test results are positive for fentanyl; requiring that the results of such tests and screenings be preserved as part of the patient’s clinical record in accordance with the facility’s current recordkeeping practices, etc. HP 03/25/2025 Fav/CS JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 11 Nays 0

TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
18	**CS/SB 1666** Commerce and Tourism / Grall (Similar CS/H 515)	Uniform Commercial Code; Creating the "Uniform Commercial Code—Controllable Electronic Records"; specifying when a purchaser of a controllable account or controllable payment intangible is a qualifying purchaser; specifying when a person has control of a controllable electronic record; authorizing account debtors on a controllable account or controllable payment intangible to discharge obligations under certain circumstances; specifying requirements for perfecting security interests that are enforceable and perfected before a specified date, etc. CM 03/17/2025 Fav/CS JU 04/01/2025 Favorable RC	Favorable Yeas 11 Nays 0
19	**SB 1690** McClain (Similar CS/CS/H 791)	Surrendered Infants; Revising the definition of the term "infant"; defining the term "infant safety device"; authorizing certain hospitals, emergency medical services stations, and fire stations to use infant safety devices to accept surrendered infants if the device meets specified criteria; requiring such hospitals, emergency medical services stations, and fire stations to monitor the inside of the device 24 hours per day and physically check and test the devices at specified intervals, etc. HP 03/25/2025 Favorable JU 04/01/2025 Favorable RC	Favorable Yeas 8 Nays 3
20	**CS/SB 1828** Criminal Justice / Martin (Compare CS/H 1447)	Trespass; Providing enhanced criminal penalties for trespassing on property maintained or secured by federal, state, or local law enforcement officers if specified notice is posted; prohibiting a person from willfully entering or remaining in a structure during a certain ticketed covered event without being authorized, licensed, or invited to enter or remain in such structure, etc. CJ 03/25/2025 Fav/CS JU 04/01/2025 Fav/CS RC	Fav/CS Yeas 11 Nays 0
	Other Related Meeting Documents		

THE FLORIDA SENATE

SPECIAL MASTER ON CLAIM BILLS

Location
409 The Capitol

Mailing Address
404 South Monroe Street
Tallahassee, Florida 32399-1100
(850) 487-5229

DATE	COMM	ACTION
03/27/2025	SM	Favorable
04/01/25	JU	Fav/CS
	AHS	
	AP	

March 27, 2025

The Honorable Ben Albritton
President, The Florida Senate
Suite 409, The Capitol
Tallahassee, Florida 32399-1100

Re: **CS/SB 12** – Judiciary Committee and Senator Gruters
HB 6511 – Representative Busatta
Relief of L.P. by the Department of Children and Families

SPECIAL MASTER'S FINAL REPORT

THIS IS A CLAIM FOR $28 MILLION BASED ON A JURY VERDICT AGAINST THE DEPARTMENT OF CHILDREN AND FAMILIES ("DEPARTMENT") FOR INJURIES AND DAMAGES ARISING FROM THE DEPARTMENT'S NEGLIGENCE THAT RESULTED IN L.P.'S MOTHER STABBING HER 14 TIMES ON JUNE 26, 2015.

Background

L.P. is the biological daughter of Ashely Parker.[1] The two lived together in Sarasota in a home owned by Ms. Parker's mother, Valerie Carey (V.D.C), up until June 26, 2015. Records indicate that L.P. does not have a relationship with her biological father.[2] V.D.C. and Sidney Carey (S.C.), V.D.C.'s husband, adopted L.X.C. with a name change from L.X.P. to L.X.C. on March 30, 2017.[3]

L.P. is 15 years old and lives with her adoptive parents, her grandparents, where she enjoys living. She is in 9th grade and

[1] Claim Bill Hearing 2:28:30-2:28:57 (Jan. 31, 2025) (hereinafter referred to as "Hearing").
[2] Plaintiff's Trial Exhibit 110, Shahnasarian, M. *Vocational Rehabilitation Evaluation of L.X.C.*, 12 (Aug. 30, 2021) (hereinafter referred to as "Evaluation").
[3] Hearing at 4:52:47-4:52:50; Evaluation at 9.

attends high school.[4] After school, she practices gymnastics and attends therapy every Monday.[5] On the weekends, she hangs out with her friends. She wants to attend the University of South Florida (USF) and become a marine biologist. [6]

History of Interactions with Police Department

V.D.C. denied any knowledge of Ms. Parker having a juvenile record. However, she testified that Ms. Parker got into a fight with S.C. and V.D.C. called the police. She does not recall how old Ms. Parker was when the incident occurred. She also testified about a fight that happened at school.[7]

March 9, 2015: Ms. Parker contacted Sarasota Police Department (SPD) alleging that her ex-boyfriend, Mr. Mattson, wanted her dead and was trying to kill her. She reported not knowing why or how he was going to hurt her but suggested that Parker (sic) cuts her brakes on her truck every night. SPD saw no evidence of any signs that Ms. Parker's brakes had been cut and advised her to call 911 if Mattson came over. No action was taken.[8]

March 11, 2009: Ms. Parker was charged with making a false report to the law enforcement authorities which she pled guilty to on March 3, 2010.[9]

March 11, 2009: Ms. Parker was charged with neglect of a child-with great harm, a second-degree felony. On February 16, 2010, Ms. Parker entered into a plea agreement and was given five (5) years of probation.[10]

September 14, 2009: Ms. Parker was charged with four (4) counts of making false reports of commission of crime which she pled guilty to on March 3, 2010.[11]

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[4] Hearing at 1:58:00-2:06:24.
[5] *Id.* at 5:34:00-5:34:35.
[6] *Id.* at 1:58:00-2:06:24.
[7] *Id.* at 4:56:30-4:59:48.
[8] Department's Composite Exhibit, *Callouts to AP's home (unredacted)*, 5 (June 26, 2015) (hereinafter referred to as "Callouts").
[9] *State of Florida v. Ashley Yvonne Parker*, case no. 2009MM012141 (Mar. 3, 2010).
[10] Lopez T-IV 1065: 19-20; *State of Florida v. Ashley Yvonne Parker*, 2009CF003576 (Mar. 11, 2009). The Department reports that an investigation was conducted in connection with this case. The child victim was a foster child who was placed with Ms. Parker before L.P. was born. The case closed with "Some Indicators of Inadequate Supervision and Some Indicators of Threatened Harm."
[11] *State of Florida v. Ashley Yvonne Parker*, case no. 2009MM013313 (Sept. 14, 2009).

March 26, 2015: Ms. Parker contacted SPD alleging that someone was threatening to kidnap her and L.P. Ms. Parker reported hearing a "suspicious noise" near her home.[12]

April 17, 2015: Ms. Parker sent a suicide note to SPD. Officer Luciano spoke with Ms. Parker and V.D.C. at Ms. Parker's home and both denied that Ms. Parker was suicidal. Ms. Parker denied writing any such note. Ms. Parker was highly agitated and expressed that she was "scared of police." V.D.C. declined to give her name or any other information.[13]

May 13, 2015: SPD responded to Ms. Parker's home at 11:21 p.m. where she reported that she could not come outside due to a man holding a gun to her head which SPD noted that "clearly there was no one around her." Ms. Parker exited the home and began making statements, for instance, that people were going to kill her and that her cousin had sent her a video of her daughter, L.P., being molested. SPD took Ms. Parker into custody under a Baker Act and transported her to Sarasota Memorial Hospital for evaluation. SPD spoke to L.P. who appeared fine and not in any distress or danger. Based on this limited observation, the SDP determined that, "It did not appear the allegations of L.P. being molested to be true due to the deranged state Parker was in when she alleged such."[14] There was no corresponding abuse report made on this date.

Note: Ms. Parker was evaluated at Sarasota Memorial Hospital which resulted in clinical impressions/a problem list of psychosis and medical clearance. Ms. Parker's disposition was reported as stable, and her status was reported as transfer. She was transported to Coastal for psychiatric evaluation. The evaluation determined that there was no psychosis present, and she was discharged by 9:00 a.m. on May 14, 2015, less than ten hours after arrival.[15]

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[12] Claimant's Exhibit 13, *15-015709 Incident Report*, 2 (Mar. 26, 2015).
[13] Callouts at 9.
[14] Claimant's Exhibit 16, *15-024631 Incident Report*, 3 (May 13, 2015).
[15] Department's Exhibit 9, *Coastal Behavioral Healthcare* (May 14, 2015). Ms. Parker was Baker Acted once before this Baker Act in May 2015 because of her fight with S.C. She was in a facility for months. Ms. Parker was a teenager living with V.D.C. in Bradenton. V.D.C. testified that Ms. Parker was Baker Acted a total of two times. Hearing at 4:56:55-5:59:48.

May 15, 2015: SPD attempted to contact Ms. Parker at her home in Sarasota, in reference to a suspicious incident but no one was home.[16]

May 29, 2015: Ms. Parker walked into SPD to report multiple suspicious incidents over a span of several months. Officers asked her if the threats/harassment calls had been previously reported and Ms. Parker confirmed that she had. SPD asked Ms. Parker to write a statement. The officer noted that there were reports in March, April, and May and she was Baker Acted on May 13, 2015 (reference case number: 15-024631). SPD described her statement as "piece meal and some claims appeared to reveal her to be of special interest."

Ms. Parker prepared a lengthy five-and-a-half page written statement that, in part, made allegations against the police, neighbors, and relatives. Allegations against the police included suggestions that: (a) they were flooding Ms. Parker's home with gas and carbon monoxide, (b) they were planning to kidnap her, (c) they would kill her entire family because she is a snitch, and (d) the KKK within the police department ordered her dead.[17]

June 25, 2015: Ms. Parker's cousin, Jesse Ashford, received a video from Ms. Parker that he thought was suspicious and possibly pointing to Ms. Parker being suicidal. He requested a well check on Ms. Parker and L.P. The video received by Mr. Ashford was sent to SPD. The video was Ms. Parker giving a basic will advising what she wanted done with her house and with the care of her daughter if she died.

SPD made repeated attempts to get Ms. Parker to come to the door after which she stated that she had sent the video to numerous family members stating her wishes in case something happened to her. SPD reported that Ms. Parker and L.P. appeared fine.[18]

June 26, 2015: regarding the stabbing incident that gave rise to this claim bill and is described below, Ms. Parker was found guilty on September 23, 2016 of attempted murder and aggravated battery of L.P., and resisting an officer with violence. She is sentenced to 40 years in prison followed by

[16] Claimant's Exhibit 17, *15-024905 Incident Report*, 2 (May 15, 2015).
[17] Claimant's Exhibit 18, *15-027448 Incident Report*, 2 (May 29, 2015).
[18] Claimant's Exhibit 19, *15-032701 Incident Report*, 2 (June 25, 2015).

probation for life with respect to the attempted murder and resisting an officer with violence. She is sentenced to 125.7 months in prison for cruelty toward child-aggravated battery to run concurrent with the 40-year sentence. The court ordered Ms. Parker to have no contact with L.P.[19]

Ms. Parker calls and speaks with S.C. or V.D.C. to ask for money. When she asks about L.P., V.D.C. tells her that L.P. is fine. V.D.C. sends Ms. Parker $30 per month.[20]

History of Abuse Reports with the Department

2009-098932 (June 14, 2009): On June 14, 2009, Ms. Parker filed a police report alleging the paternal aunt intentionally pushed a stroller twice causing the stroller to topple over while L.P. was inside. Hospital records show that Ms. Parker went to the hospital on June 11, 2009, but left a couple of hours after arriving. The hospital reported that Ms. Parker brought L.P. to the hospital on June 9, 2009, with allegations that L.P. rolled off of a chest and hit her head on the concrete floor, causing no known injuries.[21]

2010-016983 (January 29, 2010): The allegations were that about a year ago, Ms. Parker had another child removed from her care and the child was not returned. She now has L.P. in her care and seems to be displaying behaviors that suggest she may be mentally unstable, and it may not be a safe environment for L.P. Ms. Parker reportedly displays erratic behavior. There is an injunction against L.P.'s father for unknown reasons and he is not allowed to have contact with her.

The case closed with "No Indicators of Threatened Harm," it was assessed as "Low to Moderate Risk." It was noted that Ms. Parker and L.P. lived with the maternal grandmother, V.D.C., and there were no safety concerns for the child in the care of Ms. Parker and V.D.C.[22]

2010-210977 (October 13, 2010): The allegations were against the daycare for leaving L.P. and 13 other children unsupervised allowing another child to bite L.P., causing a

[19] *State of Florida v. Ashley Yvonne Parker*, case no. 2015CF10327 (June 29, 2015).
[20] Hearing at 5:23:41-5:24:33.
[21] Department's Composite Exhibit 7, *Intake Report with Reporter Narrative*, (June 14, 2009).
[22] Department's Composite Exhibit 6, *Intake Report with Reporter Narrative*, 3, 7-8 (Jan. 29, 2010).

deep bite to her cheek. The case was closed with "No Indicators."[23]

2013-177775 (June 27, 2013): The allegations were that Ms. Parker refused to allow L.P. to attend a field trip with the daycare and was advised not to bring the child to school but brought her anyway. The mother pushes and screams at L.P. sometimes. The case was closed with "No Indicators of Inadequate Supervision." It was noted that Ms. Parker was uncooperative with the Department.[24]

2015-135492 (May 18, 2015): The allegations in this report are that a child at L.P.'s school had touched her inappropriately. L.P. had been crying and not wanting to go to school. She was examined and "nothing abnormal" had been identified. CPI Munoz was assigned to the case and it was closed with no services with the notation that Ms. Parker has a history with the Department of making false allegations and not cooperating with investigations. It should be noted that besides this report, there was no mention of any other "false allegations" made by Ms. Parker to the Department.[25]

Unreported Abuse

Therapy records indicate that, before the stabbing incident described below, L.P. reported to her therapist that Ms. Parker killed her seven bunnies, tried to drown her in a toilet and bathtub, and tried to poison her with pills. L.P. reported being put in the bathtub and Ms. Parker attempting to drown her two or three times.[26] On November 30, 2018, L.P. Reported to Dr. Forrest that she is afraid of swimming because her mother tried to drown her in the toilet.[27]

The Department Investigation at Issue

On June 25, 2015, at 4:31 p.m., the Department received report number 2015-172495-01 (the "June 2015 report"). A decision was made regarding the intake report on June 25,

[23] Department's Composite Exhibit 5, *Intake Report with Reporter Narrative*, 2, 9 (Oct. 13, 2010).
[24] Department's Composite Exhibit 4, *Intake Report with Reporter Narrative*, 2, 8 (June 27, 2013).
[25] Department's Exhibit 2, *Confidential Assessment Summary Child-on-Child Assessment (without Reporter Information*), 1-2 (May 18, 2015).
[26] Evaluation at pp. 42-43; Hearing at 2:55:00-2:55:25.
[27] Plaintiff's Trial Exhibit 1-6, *Psychotherapy Notes, Office of Dr. Sharon D. Forrest Ed. D, LMFT #2750*, 3 (Feb. 15, 2019); Hearing at 2:55:00-2:55:25.

2015, at 4:48 pm. The reporter was a deputy from SPD. The Hotline assigned the case as an immediate response time.[28]

Allegation Narrative:
On June 25, 2015, law enforcement responded to the home due to a suicide threat. The mother sent a video of her last will and testament stating:

> "…Ashley Yvonne Parker being of sound mind do hereby leave the trust of this house [] to my daughter [L.P.] and the executor of the estate to my mother [V.D.C.] to raise [L.P.] with [S.C.]. In case they can't do it, Kenneth Adams. I leave the house to [L.P.] if and when she does turn 30 years old. I also leave custody to Kenneth if anything was to happen to [V.D.C.] or [S.C.]. Next would be Jessie Ashford Junior, my uncle. And if they can't take care of [L.P.] next would be [Mr. Adams] of West Palm Beach, Florida."[29]

The June 2015 report explained efforts law enforcement had to make to have contact with Ms. Parker, raised concerns about her truthfulness, and raised issues about her mental health and past Baker Act. Law enforcement left L.P. in the care of Ms. Parker and reported they felt that it was a safe environment.

Pre-Commencement Supervisor Consultation
Child Protective Investigator (CPI) Supervisor Tucker and CPI Cheree Lopez completed the required pre-commencement consultation at 7:00 p.m. on June 25, 2015. Notes from the meeting highlight some of the following relevant points: [30]

- Ms. Parker has a history of mental health, and additional information is required on this issue.
- Prior Department reports were reviewed and prior charges for false reports and neglect were known.
- Concerns raised regarding Ms. Parker's willingness to cooperate with child protective services and other agencies.

[28] The Department's Exhibit, *Intake Report with Reporter Narrative*, 1-3 (June 25, 2015) (hereinafter referred to as "June report").
[29] Claimant's Trial Exhibit 74, *Suicide Video 6-25-2015* (June 25, 2025).
[30] Claimant's Trial Exhibit 53, *Pre-Commencement 6-25-2015* (June 25, 2015).

Home Visit on June 25, 2015

CPI Supervisor Tucker and CPI Lopez arrived for a home visit at 7:44 p.m. on June 25, 2015, at Ms. Parker's residence.[31] They were wearing badges and had on shirts that identified them as working for the Department.[32] They approached the residence, knocked on the door, and were greeted by Ms. Parker who stayed behind the door. The door was cracked but it was dark so she could not see inside. Ms. Parker misidentified herself as L.P.'s godmother named Valencia Dubois, so CPI Lopez was asking her questions about Ms. Parker and L.P. all of which were answered positively.[33] CPI Lopez asked Ms. Parker to go inside the house but Ms. Parker refused because she reported she was not dressed.[34] Ms. Parker was laughing and joking around so her tone was not concerning to CPI Lopez.[35]

V.D.C. walked up to the residence after CPI Supervisor Tucker and CPI Lopez arrived when they had been speaking with Ms. Parker.[36] CPI Supervisor Tucker and CPI Lopez were a few feet from the front door.[37] V.D.C. was agitated and reported being in a car accident that day.[38] CPI Supervisor Tucker informed Ms. Parker and V.D.C. who they were and that they were there for an investigation.[39] V.D.C. claimed the report was false.[40] V.D.C. was present when CPI Lopez was speaking with Ms. Parker,[41] but given her hearing deficits it is reasonable to infer that she did not hear the conversation.

V.D.C. indicated that she had power of attorney because Ms. Parker travels back and forth to Orlando, and she showed CPI Supervisor Tucker and CPI Lopez a copy of the power of attorney. CPI Tucker did not read the power of attorney in totality.[42]

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[31] June Report at 3-4.
[32] Hearing at 6:49:40-6:49
[33] *Id.* at 6:44:30-6:45:25; Tucker T-VII 1929: 2-5.
[34] *Id.* at 6:45:45-6:46:11.
[35] *Id.* at 7:32:15-7:33:00.
[36] Hearing at 6:46:11-6:46:32; Tucker T-VII 1983:20-25; 1984: 1-5.
[37] *Id.* at 5:05:07-5:05:21.
[38] *Id.* at 6:45:15-6:45:31.
[39] *Id.* at 6:49:50-6:50:08.
[40] Hearing at 7:35:25-7:35:58; 2015-172495 Chronological Notes Report, 4 (June 26, 2015) (hereinafter referred to as "Chronological Notes").
[41] Hearing at 6:46:32-6:46:59. 5:05:39-5:05:53.
[42] Tucker T-VII 1923: 22-25; 1925: 21-25; 1926: 1-7; Lopez T-IV 1035: 14-21; V.D.C. T-VI 1691: 11-13.

Conflicting testimony and evidence regarding where Ms. Parker reportedly was located when CPI Supervisor Tucker and CPI Lopez were at Ms. Parker's residence was offered in discovery and hearing testimony. CPI Supervisor Tucker and CPI Lopez suggested that V.D.C. informed them that Ms. Parker was in Orlando and V.D.C.'s testimony that she informed them Ms. Parker was in the house. [43] However, Chronological Notes entered the day after the home visit on June 26, 2015, at 3:17 p.m., which the undersigned finds more credible, suggests that "CPI [Lopez] was unable to get contact and whereabouts information regarding the mother from either the maternal grandmother [V.D.C.] or the Godmother [Ms. Parker]."[44]

CPI Supervisor Tucker and CPI Lopez asked to speak with L.P.[45] V.D.C. went inside to get L.P. and they went back outside together.[46] L.P. presented very well cared for and clean with her hair done and wearing matching clothes.[47] The CPI Supervisor asked about several topics: school, activities, her appearance, and living at home[48] for approximately 30 minutes.[49] L.P. did not express any concerns about Ms. Parker and did not appear scared.[50]

When CPI Supervisor Tucker and CPI Lopez were leaving, V.D.C. and L.P. went to the door to go inside but it was locked. V.D.C. knocked on the door three times and she said, "Ashley open the door, Ashley open the door, open the door Ashley."[51] They were in the yard but starting to go down the road[52] so they would not have heard her call Ms. Parker's name.

After CPI Supervisor Tucker and CPI Lopez left and V.D.C. went inside, she asked Ms. Parker what if anything she told them. Ms. Parker told V.D.C. that she used a different name and V.D.C. yelled at her for not using her correct name.[53] V.D.C. and S.C. testified that Ms. Parker was reportedly acting

[43] Hearing at 5:06:07-5:06:34; 6:47:00-6:47:20; 6:49:05-6:49:24; Tucker T-VII 1920: 19-25.
[44] Chronological Notes at 4.
[45] Hearing at 5:03:00-5:03:16.
[46] *Id.* at 5:05:21-5:05:39.
[47] *Id.* 6:48:22-6:49:00.
[48] *Id.* at 5:05:39-5:05:53; 7:34:30-7:35:25.
[49] Hearing at 5:07:55-5:08:00.
[50] *Id.* at 5:07:20-5:07:36.
[51] *Id.* at 5:11:35-5:12:03.
[52] *Id.* at 5:12:07-5:12:24.
[53] Hearing at 5:17:00-5:18:00.

normal on this night,[54] and Ms. Parker gave them no indication that she was going to stab L.P. the next day.[55]

Stabbing Incident on June 26, 2015

On the morning of June 26, 2015, V.D.C., S.C., Ms. Parker, and L.P. ran errands.[56] Then, V.D.C. and S.C. dropped off Ms. Parker and L.P. at the house.[57] S.C. had no concerns for L.P.'s safety when leaving her with Ms. Parker.[58] Ms. Parker wouldn't let L.P. go to the store with V.D.C. and S.C.[59] S.C. did not see a knife and denies that L.P. asked him not to leave the house.[60]

L.P. reported to her therapist that, while V.D.C. and S.C. were gone, she was placed fully clothed in a filled bathtub, inverted, and that she could not breathe and reported feeling "my heart stop."[61] She also reported having an unknown substance in her mouth.[62] According to police reports who later responded to the scene, there was a strong odor of chemicals and the bathtub was half full of water.[63]

After Ms. Parker attempted to drown L.P., Ms. Parker was pacing back and forth and speaking out loud. She laid L.P. on the bed, started scratching L.P.'s back with her nails and then began to stab her. L.P. described to Dr. Forrest the pain she felt when she was being stabbed and how she tried to stop Ms. Parker from stabbing her in the shoulder which resulted in her stabbing the bed. Then Ms. Parker turned L.P. over and cut open her stomach which resulted in her intestines coming out (the "stabbing incident"). L.P. reports "slithering" down the hallway to get away from Ms. Parker. [64]

V.D.C. and S.C. were gone for about an hour.[65] When V.D.C. and S.C. arrived back at the house, they could not get inside

[54] *Id.* at 5:18:10-5:18:25.
[55] *Id.* at 2:22:00-2:22:20; 2:23:45-2:24:00; 2:26:55-2:27:15.
[56] *Id.* at 2:24:00-2:24:50; 2:22:35-2:22:45.
[57] Hearing at 2:24:50-2:25:13.
[58] *Id.* at 2:27:42-2:28:02.
[59] *Id.* at 2:49:17-2:49:28.
[60] *Id.* at 2:49:30-2:50:22.
[61] Evaluation at 30.
[62] *Id.*
[63] *Id.* at 14.
[64] *Id.* at 42.
[65] Hearing at 2:54:00-2:54:21.

because V.D.C.'s key would not open the door.[66] This was unusual because the key usually worked, and she had been able to use it recently.[67] V.D.C. knocked on the front and back doors yelling for Ms. Parker to open the door.[68] When Ms. Parker opened the door, she had a long butcher knife in her hand and told them that somebody broke in the house.[69] S.C. looked at the lock and saw that there was no damage. He said "If somebody broke in the house, where is the baby?"[70]

S.C. went looking for L.P. and found her cuddled up under a blanket.[71] S.C. said, "Baby, let's go" and L.P. said "Pop, pop."[72] S.C. looked down, said, "Oh my God." He called 911.[73] He asked L.P. who hurt her, and she replied, "Mommy."[74]

Sarasota County Fire Department arrived on scene, administered emergency care, and transported L.P. to Sarasota Memorial Hospital.[75] Dr. Ali Al-Rawi is a trauma and critical care surgeon and Dr. Russell Jaicks is a trauma surgeon at Sarasota Memorial Hospital.[76] Both surgeons treated L.P. on June 25, 2015.[77] L.P. was intubated, and a CT scan was performed.[78] L.P. was put under general anesthetic.[79] She had a total of 14 stab wounds,[80] including a laceration to the bowl and colon and contamination of the abdomen.[81] Dr. Al-Rawi and Dr. Jaicks performed procedures, such as stapling the lacerations, to stop the bleeding and leakage.[82] L.P. was transported to Johns Hopkins All Children's Hospital (JHACH) once she was stable on June 26, 2015, where she received care until July 6, 2015, when she was discharged.[83]

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[66] *Id.* at 2:25:20-2:25:48.
[67] *Id.* at 2:54:00-2:54:21.
[68] *Id.* at 2:25:50-2:26:06.
[69] Hearing at 2:26:07-2:26:28.
[70] *Id.* at 2:26:28-2:26:41.
[71] *Id.* at 2:56:00-2:56:32.
[72] *Id.* at 2:56:32-2:56:50.
[73] Hearing at 2:56:50-2:56:56.
[74] S.C. T-V 1404: 4-7.
[75] Claimant's Exhibit 1-8, *Sarasota County Fire Department-19993*, 4-5 (June 25, 2015).
[76] Al-Rawi T-III 693:2-3; Jaicks T-III 626: 11-12.
[77] Al-Rawi T-III 697: 13-18.
[78] *Id.* at 701: 15-16; 702: 3.
[79] *Id.* at 703:2-4.
[80] *Id.* at 703: 21.
[81] Al-Rawi T-III 705: 2-5.
[82] *Id.* at 704: 6-22; 706: 3-25; 707: 1-15.
[83] *Id.* at 697: 8-12; Claimant's Exhibit 1-7, *Johns Hopkins All Children's Hospital*, 1 (June 26, 2015).

Damages

V.D.C. testified that L.P.'s mind reverted to an infant after the stabbing incident, and she still does things that a three- or four-year-old does,[84] such as playing with toys in the bathtub.[85] L.P. sees a psychiatrist every three months.[86] L.P. has anxiety and she takes Adderall.[87] Dr. Forrest, L.P.'s treating licensed marriage and family counselor, reported L.P. has post-traumatic stress disorder from the stabbing incident.[88] In the past, S.C. has witnessed L.P. awake in the middle of the night appearing to "make believe talking to someone,"[89] and expressed concern because Ms. Parker, who is diagnosed with multiple personality disorder, started acting the same way on ADHD medication around the same age.[90] On April 12, 2019, V.D.C. and S.C. informed Dr. Forrest that L.P. has angry conversations out loud with Ms. Parker while Ms. Parker is not actually present.[91]

L.P. was practicing gymnastics for eight years, but she stopped this year because she reports that sometimes her stomach hurts.[92] L.P. cries often, has nightmares[93] and does not like her hair washed because Ms. Parker tried to drown her.[94] She is very frightened of the bathtub and afraid of drowning.[95] L.P. struggles to take responsibility for things, such as chores, but V.D.C. acknowledged that this may be L.P. being a normal teenager.[96] On January 14, 2021, Dr. Sheshani quoted, "She does something, and then blames it on 'Little [].'"[97]

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[84] Hearing at 4:46:05-4:46:20.
[85] *Id.* at 5:27:00-5:27:50.
[86] *Id.* at 2:19:15-2:19:29.
[87] *Id.* at 2:42:30-2:43:00.
[88] Evaluation at 14.
[89] *Id.* at 44.
[90] *Id.* at 50.
[91] *Id.* at 40.
[92] Hearing at 4:49:30-4:49:39; 2:13:30-2:14:10.
[93] *Id.* at 2:14:10-2:15:15.
[94] *Id.* at 2:15:30-2:15:48.
[95] Evaluation at 44.
[96] Hearing at 5:34:00-5:35:00.
[97] Evaluation at 54.

Evaluation

Dr. Michael Shahnasarian[98] prepared a Vocational Rehabilitation Evaluation of L.P. dated August 30, 2021 (the "evaluation"). The Careys reported L.P. experiences the following problems that Ms. Carey reported she did not experience before her attempted murder in June 2015:[99]

- Scarring on abdomen, lower extremities, and back secondary to stabbing injuries
- Complaints of abdominal pain
- Complaints of nightmares
- Apprehensive/fear reaction to being touched and to receiving medical care
- Attentional difficulties and hypervigilance
- Emotional lability
- Trouble with organization and initiation
- Impaired social relations
- Impaired scholastic performance
- Impaired self-care and independence skills
- Impaired memory

Dr. Shahnasarian conducted several tests with respect to the evaluation of L.P. which are summarized below:[100]

- Test of cognitive ability of her intellectual skills and abilities - scored in the 39th percentile for her age group.
- Test of basic skills:
  - Reading – Grade 4.4
  - Spelling – Grade 3.9
  - Arithmetic – Grade 5.1
- Test measuring levels of her self-esteem resulted in her general and global being low, and her social self-esteem being very low.
- Children's Depression Inventory – total score was 16 (Slightly above average range)

L.P. was in the sixth grade, after having repeated the third grade, at the time of the test.

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[98] *Id.* at 2-4 (Aug. 30, 2021) (Dr. Michael Shahnasarian, who founded and works for Career Consultants of America, Inc., is a licensed psychologist who has three degrees in psychology, including a Ph.D. in counseling psychology from Florida State University. He specializes in rehabilitation psychology and subspeciality in life care planning and vocational rehabilitation. Dr. Shahnasarian has a lengthy resume of credentials that support his expertise in these areas).
[99] *Id.* at 2.
[100] *Id.* at 57-58.

Dr. Shahnasarian's opinions are based on a reasonable degree of vocational assessment and rehabilitation certainty.[101] When he interviewed L.P., she was in a special school for children with special needs. She had an individualized education plan which extended several accommodations for her, such as three days to take a test.[102] She was having a lot of issues at that time including mental health issues, such as having anxiety and disability adjustment issues in many areas. She was delayed socially which was evident in his testing. [103] L.P. had difficulty making friends at school and she does not form social bonds.[104]

When questioned about how the life plan may be impacted given L.P.'s testimony that she hangs out with friends on the weekend signifying some ability to form bonds, Dr. Shahnasarian explained that he would expect there to be some changes/minor variances (e.g. change in medication or child forming friendships) but the life care plan in total provides a very good blueprint of what Dr. Shahnasarian expects to see with respect to L.P.'s needs.[105] Despite this opinion, the life care plan provides for several updated life care plans at various intervals of L.P.'s life.[106]

In summary, Dr. Shahnasarian's opinion regarding L.P.'s vocational capacity are that, without intensive intervention, she would not be able to pursue even unskilled employment that offers the minimum wage rate. She has a number of vocational handicaps that would likely further erode her earning capacity by 70 percent to 80 percent that she would have under a best case scenario, such as diminished access to work opportunities, need for accommodations, likelihood of absences from the workplace during periods of symptom exacerbation, employer bias, and vulnerabilities to reductions in force.[107] Dr. Shahnasarian noted that L.P. is receiving extraordinary accommodations in school that might not be extended to her in the workplace.[108] Dr. Shahnasarian opined that the social, emotional, and psychological problems she

[101] Hearing at 3:22:26-3:22:50.
[102] *Id.* at 2:34:30-2:35:00; 4:46:48-4:47:30.
[103] *Id.* at 3:11:42-3:14:51.
[104] *Id.* at 3:52:00-3:54:10.
[105] Hearing 3:52:00-3:54:10.
[106] Plaintiff's Trial Exhibit 78, Shahnasarian, M. *1st Update Life Care Plan Prepared for L.X.C.*, 6 (Feb. 14, 2022) (hereinafter referred to as "Life Care Plan")
[107] Hearing at 3:11:42-3:14:51.
[108] *Id.* at 3:19:30-3:19:51.

was experiencing at the time are likely to persist as they had been to date.[109]

Life Plan

Dr. Shahnasarian prepared a life care plan for L.P. dated February 14, 2022 (the "life care plan").[110] A life care plan identifies current and future rehabilitation interventions that are probable given the trauma that L.P. has acquired.[111] The life care plan consists of several costs that L.P. is expected to or may incur throughout her life as a result of the stabbing incident,[112] including: residential care options, evaluations, therapeutic needs, aids for independent living, drug and supply needs, home/facility care, educational needs, procedures, and potential complications.[113] Dr. Shahnasarian's opinions set forth in the life care plan are held within a reasonable degree of life care plan certainty.[114]

Life care plans are created based on fair market value. There are no discounts or negotiated collateral offsets to the life care costs, such as health insurance.[115] They do not take into account any potential outside sources for programs that may be available to L.P., such as state paid tuition.[116]

The life care plan sets out three residency options:[117]

1. Option A: Live in attendant from age 18 – 21 to life, 7 days per week, 365 days per year.
2. Option B: Attendant care/companion services from age 18-21 to life, the frequency is to be determined.
3. Option C: Independent living with case management from age 18-21 to life.

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[109] *Id.* at 3:20:00-3:20:46.
[110] *Id.* at 3:45:45-3:47:17 (Dr. Shahnasarian noting that the last time he saw L.P. face-to-face was in August 2021. He has not received any updated recommendations and reports on L.P.'s progress since that time except for consultations with contributors to the life care plan noted on page 3 of the report in September 2021. Dr. Shahnasarian would not be surprised if there are any changes either for the better or the worse but, materially in terms of her overall level of damages and vocational ability, he would be very surprised if there are any changes).
[111] Hearing at 3:22:00-3:22:26; 3:22:50- 3:23:11.
[112] *Id.* at 3:43:08-3:43:29.
[113] Life Care Plan at 5-14. The life care plan notes that, "Year 1 in the duration section of this life care plan begins on the date this life care plan is published." *Id.* at 3.
[114] Hearing at 3:43:29-3:43:39.
[115] *Id.* at 3:47:48-3:48:03.
[116] *Id.* at 3:48:03-3:48:13.
[117] Life Care Plan at 5.

Dr. Shahnasarian's report notes that "Per Dr. Forrest, it is unlikely L.X.C. will be capable of independent living." Dr. Shahnasarian testified that L.P. is most likely to require option A with a live in attendant.[118] He reached this opinion based upon standards required of certified life care plan specialists.[119] When questioned about the kind of activities Dr. Shahnasarian thinks L.P. is unable to do to take care of herself, he relied on her activities of daily living in his report, such as concerns she needs prompting to tie her shoes or comb her hair requiring supervision,[120] and an gave example about L.P. experiencing a lot of anxiety so things like her going out in public and being able to shop for her anticipated grocery needs on her own.[121] Dr. Shahnasarian testified that option C is the least likely scenario.[122] He does not consider option C is likely at all but he included it for consideration.[123]

Three types of evaluations are recommended as follows:[124]

- A cosmetic surgeon evaluation to determine whether the remaining scars on her legs and abdomen can be revised and what would be the nature of the procedure.[125]
- A neuropsychological evaluation to address her cognitive status.[126]
- Updated life care plans with a cost of $7,000 for each update. Updated life care plans are recommended including one between the ages of 17 and 22 as she nears or enters adulthood, and three between the age of 30 and the remainder of her life at 10 year intervals.[127]

Several therapeutic needs are anticipated, including:[128]

- Psychiatrist follow up for one session per month for the first year, followed by one session every three months for the remainder of her life.[129]
- Psychological counseling required to supplement psychiatric treatment on a graduated schedule.

[118] Hearing 3:26:15-3:28:05.
[119] *Id.*
[120] Evaluation at 11-12.
[121] Hearing at 4:02:30-
[122] *Id.* at 3:28:05-3:28:35.
[123] *Id.* at 3:54:10-3:56:00.
[124] Life Care Plan at 6.
[125] Hearing at 3:30:00-3:30:32.
[126] *Id.* at 3:30:32-3:30:50.
[127] Life Care Plan at 6.
[128] *Id.* at 3.
[129] Hearing at 3:33:00-3:33:54.

- Group counseling: to be determined.[130]
- Family counseling from year one to age 21 for six to 12 sessions per year.[131] L.P. is not currently engaged in any family counseling.[132]
- Hairdresser from years one to five once every two weeks at a cost of $55-$130 each visit.[133] Dr. Shahnasarian testified that the cost for a hairdresser included in the life plan is not a luxury item. Ms. Carey described the extreme difficulty Ms. Carey has had getting L.P. to wash her own hair or even worse when Ms. Carey attempts to wash L.P.'s hair. L.P. was responding to a hairdresser washing and fixing her hair.

Aids for independent living included in the life care plan are:[134]

- Emotional support animal, which is of no charge.[135]
- Miscellaneous adaptive aids/patient education from year one for life at a cost of $1,200 per year for items such as security system/devices and topical creams for scars.

With respect to drug and supply needs, Dr. Sheshani recommended Folcalin XR (Dexmethylphenidate ER) 10 mg, which has been replaced with an Adderall prescription.[136] The life care plan anticipates L.P. taking one tablet per day at a cost of $408.59-$567.99 per 30 tablets.[137] L.P. currently has medical insurance through the Department. [138] The life care plan includes SSRI medications to address anxiety that is to be determined.[139]

Three home/facility care services are recommended in the life care plan, including:[140]

- Housekeeper with a cost of $125-$150 per visit but the duration and frequency is to be determined.
- Option A and B: Case manager beginning year one for life for two to three hours per month at a cost of $110 per hour.

[130] *Id.*
[131] Life Care Plan at 7.
[132] Hearing at 3:48:13-3:49:21.
[133] Life Care Plan at 7.
[134] Life Care Plan at 9.
[135] Hearing at 3:36:50-3:37:21.
[136] Evaluation at 10.
[137] Life Care Plan at 10.
[138] Hearing at 3:48:17-3:48:40.
[139] Life Care Plan at 10.
[140] *Id.* at 11.

- Guardian beginning age 18-21 for life for one to two hours per month at a cost of $95 per hour.

Several recommendations were made with respect to L.P.'s educational needs, including: [141]

- Private school placement from year one to grade eight at $15,750 per year and grade nine to grade 12 at $14,000 per year. The life care plan does not take into consideration sources for children who have been in out of home placement such as scholarships that might be available for use at private schools.[142]
- Tutorial assistance at a cost of $60 per hour from year one to year eight at five-eight hours per week and year nine to 12 at 10-12 hours per week. V.D.C. testified that L.P. received tutoring when she was younger, but she is not receiving it now.[143]
- Vocational guide services one time between age 17 to 22 at a cost of $5,000 to $7,000.
- Life skills coach for four to six hours per week at a cost of $60 per hour from year one to age 21. Dr. Shahnasarian testified that a life skills coach would facilitate her ability to perform self-care activities and develop more adaptive activities of daily living skills but not to the point where she would be able to completely live independently.[144] L.P. has not begun receiving these services.[145]

Dr. Shahnasarian opined it is not within a reasonable degree of vocational rehabilitation certainty that L.P. could attend a mainstream college like the University of South Florida (USF) without any accommodations. He thinks L.P. is lacking insight into her deficits if her testimony is that she wants to attend USF. [146]

Dr. Patti, a plastic surgeon, recommends procedures that include laser regimens, scar revisions between age 18 to 21 as needed at a minimum cost of $25,000.[147]

[141] *Id.* at 12.
[142] Hearing at 3:47:17-3:48:16.
[143] *Id.* at 4:45:40-4:46:05.
[144] *Id.* at 4:02:50-4:04:50.
[145] Hearing at 4:08:10-4:09:01.
[146] *Id.* at 3:58:05-3:59:28.
[147] Life Care Plan at 12.

Dr. Shahnasarian and Dr. Forrest opine that L.P. is at a greater risk of multiple inpatient psychiatric hospitalizations given, for instance, her trauma, impaired growth, and issues establishing bonds.[148]

Economic Damages

Brenda Mulder and Kristi Kirby prepared an Analysis of Economic Damages re: L.X.C. (Minor) dated February 15, 2022 (the "economic damages report").[149] Their conclusions are summarized below:

- Total economic damages June 26, 2015, to February 28, 2022: $30,248.33

Time Period of Future Economic Damages	
Ms. L.X.C.'s Work Life to Age 67:	49 years (from 6/1/27: Age 18)
Ms. L.X.C.'s Work Life to Age 67	45 years (from 5/21/34: Age 25)
Ms. L.X.C. Life Expectancy	66.9 years (2018 Data – B. Female)

- Present value of lifetime earning capacity: high school graduate: $30,325 annual basis; present value to age 67: $1,170,184 to $1,905,466.
- Present value of lifetime earning capacity: associate degree: $36,950 annual basis; present value to age 67: $1,262,142 to $1,916,929.
- Potential offset for residual earning capacity: minimum wage: present value to age 67: ($300,987) to ($490,112).
- Present value of future medical expenses: $7,932,170 to $14,002,766. A significant portion of the future medical expenses is the live-in attendant for life beginning at age 18 to 21 which totals $6,579,413 to $11,976,608 with an average annual cost of $146,000.

[148] Hearing at 4:18:11-4:22:59.
[149] Plaintiff's Trial Exhibit 79, Mulder & Kirby Economists, Inc., *Analysis of Economic Damages Re: L.X.C. (Minor)* (February 15, 2022) (hereinafter referred to as "Economic Damages Report").

Civil Jury Verdict

On March 11, 2022, the jury rendered the following verdict on damages:[150]

> What is the total amount of Plaintiff, L.X.C.'s damages incurred in the past as a result of the June 26, 2015, incident for medical expenses? *$30,248.33*
>
> What is the total amount of Plaintiff, L.X.C.'s future medical expenses to be incurred over future years as a result of the June 26, 2015, incident reduced to present value? *$14,002,766*
>
> What is the total amount of Plaintiff, L.X.C.'s future loss of earnings capacity to be incurred over future years as a result of the June 26, 2015, incident reduced to present value? *$1,500,000*
>
> Please state the amount of damages incurred by Plaintiff, L.X.C. as a result of the June 26, 2015 incident for pain, suffering, disability, disfigurement, mental anguish, inconvenience and/or loss of capacity for the enjoyment of life:
> In the past? $*4,155,661.60*
> In the future? *$8,311,323.87*
>
> What are the total damages of Plaintiff, L.X.C.? *$28,000,000*

LITIGATION HISTORY:

On May 15, 2017, V.D.C. and S.C. filed a complaint against the Department in the Circuit Court of the Twelfth Judicial Circuit on behalf of the minor L.X.C. (referred to in the claim bill as L.P.). The complaint alleged negligence on the part of the Department through its CPIs when they conducted a Pre-Commencement Meeting at the Department's Sarasota Offices and subsequent home visit/investigation into L.P.'s mother on June 25, 2015, and failed to implement a safety plan thereby causing L.P.'s mother to stab her 14 times the following morning. A jury verdict was rendered on March 11,

[150] *V.D.C. and S.C., on behalf of L.X.C., a minor v. Department of Children and Families*, 2017 CA 2405 NC (Mar. 11, 2022).

2022, which was 100% in favor of the claimant in the amount of $28,000,000.00.

A final judgment was entered in favor of Claimants on April 7, 2022. The Department then appealed to the Second District Court of Appeal. The decision for the claimant was affirmed by the appellate court *per curiam* on September 15, 2023. Thus, all administrative and/or other remedies have been exhausted. The Department has since paid the statutory cap of $200,000 all of which has gone to Claimant's counsel.

CONCLUSIONS OF LAW:

The claim bill hearing was a *de novo* proceeding for the purpose of determining, based on the evidence presented to the special master, whether the Department is liable in negligence for the injuries suffered by L.P.

The claimant must prove four elements for a negligence claim under Florida law, namely: (1) duty of care, (2) breach of care, (3) proximate causation, and (4) damages.[151]

Duty of Care

Whether a duty of care exists is a matter of law.[152] Where the "express intention of the legislature is to protect a class of individuals from a particularized harm, the governmental entity entrusted with the protection owes a duty to individuals within the class."[153] Section 39.001(1)(a), of the Florida Statutes, provides that one purpose of the chapter is "[t]o prevent the occurrence of child abuse, neglect and abandonment." Thus, chapter 39, of the Florida Statutes, designates children as a protected class of individuals from abuse, neglect and abandonment, and the Department as the entity entrusted with the protection of such children owes them a duty of care. The Florida Legislature reinforced the Department's duty in the provisions that: (a) require reporting child abuse to protect children,[154] and (b) in part III, chapter

[151] *Limones v. School Dist. of Lee County*, 161 So. 3d 384, 389 (Fla. 2015).
[152] *McCain v. Fla. Power Corp.*, 593 So. 2d 500, 502 (Fla. 1992).
[153] *Dept. of Health and Rehabilitative Svcs. v. Yamuni*, 498 So. 2d 441, 442-43 (Fla. 3d DCA 1986) (noting that the child was a member of the class protected under a specific statute and the [Department of Health and Rehabilitative Services] owed a statutory duty to protect him from abuse and neglect) (affirmed by *Department of Health and Rehabilitative Svcs v. Yamuni*, 529 So.2d 258 (Fla. 1988)).
[154] Section 39.201, F.S.

39, of the Florida Statutes, that set out the Department's requirements for protective investigations.[155]

"HRS [the Department of Health and Rehabilitative Services, a precursor to the Department] is not merely a police agency and its relationship with an abused child is far more than that of a police agency to the victim of a crime…[T]he primary duty of HRS is to immediately prevent any further harm to the child and that the relationship established between HRS and the abused child is a very special one."[156] The Department has a duty to adequately and reasonably investigate complaints of child abuse, abandonment or neglect.[157]

The Florida Supreme Court opined that "as the risk grows greater, so does the duty, because the risk to be perceived defines the duty that must be undertaken…each defendant who creates a risk is required to exercise prudent foresight whenever others may be injured as a result. This requirement of reasonable, general foresight is the core of the duty element."[158] The Court held that the defendant had "a duty to take reasonable actions to prevent the general type of injury that occurred" in the case.[159]

Therefore, the Department had a duty to protect L.P. from abuse, abandonment, neglect, including any future harm, and a duty to adequately and reasonably investigate the allegations of inadequate supervision.

Breach of Duty

The U.S. Supreme Court held "[w]hat usually is done may be evidence of what ought to be done, but what ought to be done is fixed by a standard of reasonable prudence, whether it usually is complied with or not."[160] A fact finder must decide whether a defendant exercised the degree of care that an ordinarily prudent person, or CPI in this instance, would have under the same or similar circumstances.[161] While any

[155] *See* s. 39.301(8), F.S.
[156] *Dept. of Health and Rehabilitative Svcs. v. Yamuni,* 529 So. 2d 258, 261 (Fla. 1988).
[157] *Dept. of Children and Family Svcs. v. Amora*, 944 So. 2d 431 (Fla. 4th DCA 2006).
[158] *McCain*, 593 So. 2d at 503.
[159] *Id.* at 502.
[160] *Texas & Pacific Railway Co. v. Behymer*, 189 U.S. 468, 470 (1903).
[161] *Russel v. Jacksonville Gas Corp.*, 117 So. 2d 29, 32 (Fla 1st DCA 1960) (defining negligence as, "the doing of something that a reasonable and prudent person would not ordinarily have done under the same or similar

applicable laws set baseline requirements, the reasonably prudent CPI standard can impose a higher duty so a party who complies with a regulation, if any, does not automatically absolve a party from liability if additional precautions would have been reasonable.[162]

The Claimant submits that the Department has breached its duties in this case, such as duties to:

- Check for local law enforcement call outs before the home visit,
- Speak to the mandatory reporter before the home visit,
- Respond to Ms. Parker's home within two hours for the initial home visit,
- Properly assess present and impending danger, and
- Implement a safety plan, including supervised visitation with the mother.

The Department responds by arguing that it was either not required by law (e.g. to obtain local police reports or contact the reporter before the home visit)[163] or not authorized by law to perform the duties (e.g. implement a safety plan without present or impending danger) for which the Claimant alleges it has breached. However, case law establishes a reasonably prudent CPI standard, not solely whether the law has been complied with, that determines whether a defendant has breached its duty.

Pre-commencement Phase

For the reasons summarized below, a reasonably prudent CPI would have taken additional reasonable efforts to obtain the call outs and contact the reporter. The Department faxed a request for prior police reports to the SPD after L.P. was stabbed.[164] Although CPI Lopez testified and evidence suggests that she contacted Officer Tschetter, Officer Kennedy, and Mr. Ashford at 6:21 pm, 6:22 p.m., and 6:24 p.m., respectively,[165] Officer Tschetter testified at the trial,[166]

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circumstances, or the failure to do that which a reasonable and prudent person would have done under the same or similar circumstances").

[162] *McCain*, 593 So. 2d at 503 (noting that foreseeability of harm determines the scope of the duty); *The T.J. Hooper*, 60 F.2d 737, 740 (2d Cir. 1932) (Judge Learned Hand held a tugboat owner negligent for failing to equip a vessel with radios, even though there were no legal requirements to do so, because a reasonable operator would have taken that precaution.).

[163] Sections 39.301(6), and (9)(a)1., F.S.; Rule 65C-29.009(1), F.A.C.

[164] Tucker T-VII 1884: 18-20.

[165] Chronological Notes at 1-3.

[166] Tschetter T-II 363: 20-22.

and he and Officer Kennedy testified at the claim bill hearing,[167] that they did not receive calls or voicemails from CPI Lopez. Officer Kennedy testified that there were several ways that CPI Lopez could have contacted him on June 25, 2015, such as calling dispatch or the front desk.[168]

If CPI Lopez had spoken with Officer Tschetter, he could have provided her with a copy of the video and concerns that Ms. Parker's cousin, Mr. Ashford, had presented to him. With respect to the Baker Act that occurred in May 2015, Officer Tschetter could have informed CPI Lopez about the fact that Ms. Parker had been Baker Acted. Also, he could have pulled up the report to explain why Ms. Parker had been contacted and why she had been Baker Acted but he did not have access to the Baker Act form. He would not have been able to inform CPI Lopez of the Baker Act's disposition but simply that she had been Baker Acted and what facility she was taken to if that information was in the report.[169] He also could have retrieved the prior police reports that had been uploaded to the reporting system and informed CPI Lopez of their content.[170]

The Department failed to gather adequate collateral information and instead relied on: (a) Ms. Parker's lies when CPI Supervisor Tucker and CPI Lopez received information from Ms. Parker as L.P.'s purported godmother and (b) representations made by V.D.C., who had a history of denying Ms. Parker's suicidal ideations.[171] Had CPI Supervisor Tucker or CPI Lopez requested the police reports or made contact with the reporter, they would have relevant and important information regarding Ms. Parker's mental health issues, such as the information contained in the letter attached to the police report dated May 29, 2015, and Officer Tschetter's explanation of his previous encounter with Ms. Parker. In these circumstances, a reasonably prudent person would have obtained additional collateral information before conducting the home visit.

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[167] Hearing at 23:30-24:50; 36:00-36:50.
[168] *Id.* at 43:30-43:43.
[169] *Id.* 52:00-53:34.
[170] *Id.* at 53.34-53:57; 1:03:40-1:04:03.
[171] Callouts at 9 (V.D.C. averring Ms. Parker was not suicidal).

Home Visit

For the reasons summarized below, a reasonable prudent CPI would have taken the following steps:

- Responded to the home within two (2) hours,
- Confirmed Ms. Parker's identity,
- Requested law enforcement assistance,
- Conducted adequate interviews, and
- Implemented a safety plan with supervised visitation.

Response Time

On the date of the June 2015 report, the Florida Administrative Code defined "immediate" or "immediately" to mean as soon as possible, but no later than two (2) hour timeframe.[172] However, the Department relies on its Safety Methodology Practice Guidelines, Investigations (the "Guidelines"), which was in effect on June 25, 2015, that provides a report requiring an immediate response time "requires the investigator to attempt to make the initial face-to-face contact with the alleged child victim as soon as possible but no later than four (4) hours following assignment by the Hotline.[173] The Florida Administrative Code contains rules which are binding whereas the Department's Guidelines are not.

The Department received the June 2015 report at 4:31 pm and the decision time was 4:48 pm. CPI Lopez testified that the response time is calculated from the time the decision has been made.[174] which means that the CPI would have to be at the home visit no later than 6:48 pm under the two (2) hour maximum time limit in Rule 65c-30.001(65), of the Florida Administrative Code. According to Chronological Notes, the home visit began at 7:44 pm, which is almost three (3) hours after the June 2015 decision time and approximately one (1) hour after the maximum time for which the home visit was required to begin.

If CPI Supervisor Tucker and CPI Lopez had arrived at Ms. Parker's residence within two (2) hour, V.D.C. would not have been present and they would not have been able to rely on her representations as a collateral source in the first instance.

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[172] Rule 65C-30.001(65), F.A.C. (2015); This Rule was amended effective February 25, 2016, after the date of the June 2015 report, to change the maximum response time from two (2) hours to four (4) hours.
[173] Plaintiff's Trial Exhibit 92, *Safety Methodology Practice Guidelines, Investigations*, p. 9 (Aug. 8, 2014).
[174] Lopez T-IV 830: 1-3.

Evidence suggests that V.D.C. had to go inside of the house to get L.P. to meet CPI Supervisor Tucker and CPI Lopez outside. If V.D.C. was not there at the time of the home visit and Ms. Parker refused to open the door, as she had done on June 25, 2015, a reasonably prudent CPI would have called law enforcement to be able to observe and speak with L.P. and, if Officer Tschetter and Kennedy responded as they testified they would, then law enforcement would have been able to identify Ms. Parker.

Identifying Ms. Parker

Regardless of whether CPI Supervisor Tucker and CPI Lopez had responded within two (2) hours, a reasonably prudent CPI would have taken additional steps to confirm Ms. Parker's identity. Indeed, on a prior occasion, CPI Munoz relied upon a Driver and Vehicle Identification Database (DAVID) image of Ms. Parker when she reported to her residence for an earlier abuse report.[175] A reasonably prudent CPI would take this or a similar step, such as asking L.P. where her mother is located, given Ms. Parker's history of false reports.[176]

Request Law Enforcement Assistance

A reasonably prudent CPI would have called law enforcement for assistance, especially if V.D.C. had not been present if the CPI Supervisor Tucker and CPI Lopez had arrived within two (2) hours. Given Ms. Parker's history of lies and uncooperativeness and that the police were there hours earlier and met with her, there should have been a suspicion the person behind the door was Ms. Parker. Officer Tschetter testified that law enforcement is available to assist the Department if a person in the home would not identify herself and would have done so in this case if he had received a call.[177] All the Department had to do was make the call to request the assistance and it should have done so in these circumstances.

Adequate Interviews

A reasonably prudent CPI would have interviewed V.D.C. and L.P. separately and asked additional relevant questions to gain a greater understanding of the totality of the

[175] Munoz T-II 452:18-25; 453: 1-15.
[176] Callouts at 9 (V.D.C. averring Ms. Parker was not suicidal). Similarly, on Jun. 25, 2015, V.D.C. reported to the Department that the report made earlier that day was false. Hearing at 7:35:25-7:35:58; 2015-172495; Chronological Notes at 4.
[177] *Id.* at 24:50-25:35.

circumstances. The Department's policy is "[W]ith few exceptions, household members should be interviewed separately in the home when possible, in the following order, using information gathered from one interview to assist in the development of questions for the next interview:

(1) Identified child victim.
(2) Siblings or other children in the household.
(3) Non-maltreating parents and caregivers, including all adult household members.
(4) Other parent (as a collateral contact when parent no longer lives in the same household).
(5) Maltreating parent/caregiver.[178]

The facts of this claim bill are not one of the exceptions that would warrant interviewing witnesses in front of each other. V.D.C. was claiming the report was false, which may have influenced L.P.'s willingness to report any harm caused by Ms. Parker. For these reasons, CPI Supervisor Tucker and CPI Lopez should have interviewed L.P. separately.

Further, the evidence presented suggests that the Department should have asked additional questions on the following topics:

- Question all witnesses as to where Ms. Parker was on June 25, 2015.[179] To the extent V.D.C. may have suggested Ms. Parker was in Orlando, details regarding her trip should have been sought since law enforcement was at the home and met with Ms. Parker several hours earlier (e.g. questions like: when did she leave to go to Orlando, how long she would be there, and when she would be home?).[180]
- V.D.C. and Valencia Dubois (i.e. Ms. Parker) regarding Ms. Parker's mental health history (e.g. prior Baker Acts and suicide threats).[181]
- L.P. regarding whether Ms. Parker ever tried to hurt her.[182]

<u>Safety Plan</u>

A reasonably prudent CPI would have implemented a safety plan with L.P. cared for by V.D.C. and S.C. with supervised visitation between Ms. Parker and L.P. Safety plan is defined

[178] The Department, *CFOP 170-5 Child Protective Investigations,* 14-1 (Apr. 8, 2024).
[179] Hearing at 7:18:55-7:19:10; Tucker T-VII 1922: 16-21.
[180] Hearing at 7:24:15-7:24:55.
[181] *Id.* at 7:36:00-7:36:11.
[182] Chronological Notes at 4 (With respect to the face-to-face with L.P, indicating "no disclosures of harm or being scared.").

as "a plan created to control present or impending danger using the least intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or unable to do so."[183]

A safety plan is required if "present or impending danger is identified."[184] Impending danger is defined as a "state of danger in which family behaviors, attitudes, motives, emotions or situations pose a threat that may not be currently active but can be anticipated to have severe effect on a child at any time."[185] Impending danger requires five criteria to be present: (1) imminence; (2) severity; (3) observability; (4) out-of-control of the family; and (5) vulnerability.[186] Parental consent is required to implement a safety plan.[187]

Ms. Parker's mental health issues, prior Baker Acts, previous suicidal notes, and suicide video are sufficient evidence that Ms. Parker was suicidal when she sent the video on June 25, 2015. The video was of Ms. Parker putting her affairs in order, suggesting further actions compounding her previous suicide threats, and establishing that a suicide attempt may have been imminent. Her erratic behavior and misleading statements did not dispel this evidence. The Department did not know Ms. Parker's whereabouts or when she would be home, which, it turns out, she was there when CPI Supervisor Tucker and CPI Lopez were conducting the home visit. If Ms. Parker had committed suicide with only L.P. present, L.P. may have experienced harm by witnessing it and she would have been at risk of harm for being unsupervised at such a young age – the reason for which the June 2015 report was received. For these reasons, the five criteria for impending danger are met in these specific circumstances.[188]

V.D.C.'s power of attorney for L.P. did not eliminate the need for a safety plan. "Power of attorney" is defined as "[a]n instrument granting someone authority to act as agent or

[183] Section 39.01(78), F.S.
[184] *See* s. 39.301(9)(a)6., F.S.
[185] Claimant's Exhibit 56. at 1.
[186] *Id.* at 1-2.
[187] Rule 65C-30.002(3)(a), F.A.C.; Section 39.401, F.S. (providing that a child may only be taken into custody in specified circumstances). Section 39.01(88), F.S. defines "taken into custody" as the status of a child immediately when temporary physical control over the child is attained by a person authorized by law, pending the child's release or placement.
[188] Section 39.301(9)(a)6., F.S., requires the CPI to implement a safety plan as soon as necessary to protect the child or take the child into custody if impending danger is identified.

attorney-in-fact for the grantor."[189] V.D.C.'s power of attorney for L.P. gave her legal authority to take certain actions or make decisions but did not provide her with custody of L.P. Without a clear understanding of the Department's expectations, V.D.C. could have, and indeed did, leave L.P. with Ms. Parker unsupervised. In other words, the power of attorney authorizing V.D.C. to make decisions, for instance, about L.P.'s medical issues did not mean, standing alone, that V.D.C. was not going to leave Ms. Parker alone with L.P. or that she would ensure Ms. Parker would not harm her. If the Department expected V.D.C. to undertake this role, the Department ought to have memorialized this understanding in a written safety plan with supervised visitation in these specific circumstances.

Accordingly, the Department failed to take steps that an ordinary prudent CPI would have taken in this instance. For these reasons, the undersigned finds that the Department breached the foregoing duties when conducting its investigation of L.P.'s potential inadequate supervision.

Proximate Cause

In order to prove negligence, the claimant must show that the breach of duty caused the specific injury or damage to the plaintiff.[190] Proximate cause is generally concerned with "whether and to what extent the defendant's conduct foreseeably and substantially caused the specific injury that actually occurred."[191] To prove proximate cause, the plaintiff generally must submit evidence that "there is a natural, direct, and continuous sequence between the [Department's] negligence and [the children's] injuries such that it can reasonably be said that but for the [Department's] negligence, the abuse [or neglect] to [L.P.] would not have occurred."[192]

In the proximate cause context, "foreseeability is concerned with the specific, narrow factual details of the case, not with the broader zone of risk the defendant created."[193] Harm is proximate "if prudent human foresight would lead one to

[189] Garner, B., *Definition of Power of Attorney*, Black's Law Dictionary (12th ed. 2024), available at POWER OF ATTORNEY | Secondary Sources | FE | Westlaw Edge (last visited Feb. 27, 2025).
[190] *Stahl v. Metro Dade Cnty.*, 438 So. 2d 14 (Fla. 3rd DCA 1983).
[191] *Amora*, 944 So. 2d at 435 (quoting *Goldberg v. Fla. Power & Light Co.,* 899 So.2d 1105, 116 (Fla. 2005) (quoting *McCain v. Fla. Power Corp.*, 593 So. 2d 500, 502 (Fla. 1992).
[192] *Id.* at 436.
[193] *McCain*, 593 So. 2d at 504.

expect that similar harm is likely to be substantially caused by the specific act or omission in question. In other words, human experience teaches that the same harm can be expected to recur if the same act or omission is repeated in a similar context."[194] The Florida Supreme Court held "…it is immaterial that the defendant could not foresee the **precise** manner in which the injury occurred or its **exact** extent[195]…an injury caused by a freakish and improbable chain of events would not be 'proximate' precisely because it is unquestionably unforeseeable, even where the injury may have arisen from a zone of risk."[196] (emphasis added). The Florida Supreme Court held:

> "On the issue of the fact of causation, as on other issues essential to his cause of action for negligence, the plaintiff, in general, has the burden of proof. He must introduce evidence which affords a reasonable basis for the conclusion that it is more likely than not that the conduct of the defendant was a substantial factor in bringing about the result. A mere possibility of such causation is not enough; and when the matter remains one of pure speculation or conjecture, or the probabilities are at best evenly balanced, it becomes the duty of the court to direct a verdict for the defendant."[197]

Florida Standard Jury Instruction 401.12 on legal cause (causation), which is the standard applicable to claimant's negligence claim provides in *Part A* of the Instruction:

> Negligence is a legal cause of injury if it directly and *in natural and continuous sequence produces or contributes substantially to producing such injury so that it can reasonably be said that, but for the negligence, the injury would not have occurred.* (Emphasis added).

Importantly*, Part B* of the instruction reads:

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[194] *Id*. (citing *Cone v. Inter County Tel. & Tel. Co.*, 40 So.2d 148, 149 (Fla. 1949)).
[195] *Id.* (citing *Restatement (Second) of Torts* s. 435 (1965)).
[196] *McCain*, 593 So.2d, at 504
[197] *Gooding v. Univ. Hosp. Supply*, 445 So.2d 1015, 1018 (Fla. 2013).

> In order to be regarded as a legal cause of an injury or damage, negligence need not be the only cause. Negligence may be a legal cause of injury or damages even though it operates in combination *with the act of another*, (such as A.P.) some natural cause, or some other cause if the negligence contributes substantially to producing such loss, injury, or damage. (Emphasis added).

In *Amora*, the Fourth District Court of Appeal held that "Although not specifically addressed in *Yamuni*, implicit in the supreme court's opinion affirming the verdict is that [the Department's] negligent failure to place the infant in protective supervision was the proximate cause of his injuries."[198]

The Department's failure to implement the safety plan with supervised visitation left L.P. at a foreseeable risk of harm. Like *Amora*, but for the Department's failure to implement a safety plan with supervised visits, Ms. Parker would not have attempted to murder L.P. Based on the totality of the circumstances set out above, the Department's breaches are the proximate cause of L.P.'s injuries. This finding is supported by the jury verdict in the underlying civil case.

For these reasons, the undersigned finds that there is sufficient evidence to hold that the Department's breach of duty was the proximate cause of L.P.'s injuries.

Damages

Florida law allows recovery for both economic (e.g. medical expenses) and non-economic (e.g. pain and suffering) damages.[199] Future economic damages may be awarded "when such damages are established with reasonable certainty."[200] "In tort cases damages are to be measured by the jury's discretion."[201] However, Florida courts have considered whether awards are excessive.[202]

The claimant presented evidence of economic damages and non-economic damages. The damages explained above in

[198] *Amora*, 944 So. 2d at 437.
[199] *Florida Patient's Compensation Fund v. Scherer*, 558 So. 2d 411 (Fla. 1990).
[200] *Auto-Owners Ins. Co. v. Tompkins*, 651 So. 2d 89, 91 (Fla. 1995).
[201] *Bould v. Touchette*, 349 So. 2d 1181, 1184 (Fla. 1977).
[202] *ACandS, Inc. v. Redd*, 703 So.2d 492, 495 (Fla. 3rd DCA 1997) (finding a jury award for $7.2 million for five and a half years of loss of consortium to be excessive).

the factual findings detail the jury verdict in the underlying civil case for which the amount of damages is sought, and which is supported by the expert reports in this claim bill. The undersigned did not have the benefit of hearing evidence from experts from both parties but relied upon the totality of the evidence to make the findings set out below.

Economic damages (present value) based on the economic damages report are summarized as follows:[203]

Past medical expenses:	$30,248.33
Lifetime earning capacity:	$1,170,184 to $1,916,929
Potential offset for earning capacity:	($300,987) to ($490,112)
Future Medical Expenses:	$7,932,170 to $14,002,766
Subtotal	$8,831,615.33 to 15,459,831.33
Total economic damages:	$8,304,351.33 to $14,651,891.33

Future Medical Costs

There is little to no evidence to support awarding the high-end ($14,002,766) versus the low-end ($7,932,170) future medical costs. The difference between the two totals is a significant amount totaling $6,070,596, most of which is attributable to the live in attendant residential option discussed below. The economic damages report suggests the remaining differences are based on, for instance, a range of costs, number of hours, or number of sessions per service. The range of frequency and costs were presented but choosing the higher range, rather than the lower range, was not substantiated. The burden of proof is on the claimant and the claimant has presented insufficient evidence to support the high-end costs.

Residential Option

Dr. Shahnasarian's recommendation of a live-in attendant beginning at age 18 to 21 for life is supported by his competent testimony. During the claim bill hearing issues were raised about whether the following may impact the life care plan and, in particular, the live-in attendant recommendation, such as (a) Dr. Shahnasarian's last interview or updates he has received about L.P. was in August and September 2021, respectively, over three (3) years ago, (b) L.P. has made progress since he interviewed her, such as forming social bonds with friends, and (c) L.P. has not been engaging in all of the recommended services in the life care plan that are supposed to serve as interventions

[203] Economic Damages Report at 2-9.

to improve her prospects of requiring such an intensive intervention as a live-in attendant. However, Dr. Shahnasarian addressed these issues and confirmed that his life care plan conclusions have not changed.

In light of the issues raised, the undersigned considered the other residential options B and C set out in the life care plan. These other options recommend less frequent attendant services, but the economists did not include a present value or calculate an average annual base cost for these possible options.[204] Although the life care plan sets out a duration, frequency and estimated cost for Option C so a cost for this intervention could be estimated, given Dr. Shahnasarian's testimony that Option C is unlikely, there is insufficient evidence to award damages under options B or C as presented for consideration.

Offsets and Services Not Received for Other Future Medical Recommended Services

The life care plan does not account for L.P.'s current Medicaid coverage, future insurance coverages, scholarships that may be available to assist with the private school tuition and the potential and actual cessation of services as indicated at the claim bill hearing where it was discovered that her only services currently are the weekly sessions with Dr. Cortman, psychiatric services, private school tuition, and medications that are likely covered by Medicaid. Further, V.D.C. and S.C. receive an adoption subsidy from the Department[205] and could apply for an enhanced subsidy based on L.P.'s special needs.[206] The claim bill also fails to take into account existing medical liens by Simply Health and Optum totaling $30,248.33 which will need to be satisfied should the bill pass.

Based on this, the undersigned recommends reducing the low-end economic damages sought by the following adjustments:

Family counseling:	($12,873)
Tutoring Year 1 to Grade 8:	($44,899)
Life skills (Year 1 to 3) cost of $15,600 per year:	($46,800)
Prescription drugs:	($288,777)

[204] *Id.*
[205] Hearing at 4:53:44-4:53:50.
[206] *Id.* at 4:53:55-4:54:15.

Totals:	($393,349)

Based on the foregoing, the recommended economic damages are summarized as follows:

Economic damages (present value) based on the economic damages report are summarized as follows:[207]

Past medical expenses (medical liens):	$30,248.33
Lifetime earning capacity:[208]	$1,500,000
Future Medical Expenses:	$7,538,821
Total economic damages:	$9,069,069.33

Non-economic Damages

The jury in the underlying civil claim awarded $12,466,985.47 in non-economic damages. The Second District Court of Appeal affirmed *per curiam* the final judgment in the underlying civil claim. However, the amount of non-economic damages awarded by the jury of $12,466,985.47 exceed the amount of economic damages supported by the record and recommended by the undersigned of $9,069,069.33. Precedence for claim bills regarding child welfare is limited and the undersigned did not identify any that are sufficiently analogous to the nature of this claim to be able to recommend a comparable amount of non-economic damages. The Legislature may wish to determine, as a matter of grace, an amount of non-economic damages, if any, that should be awarded in this claim bill.

COMPARATIVE FAULT:

Although the Department denies being negligent in its June 2015 report investigation, the Department submits that should SB 12 be reported favorably that V.D.C. is liable for a percentage of fault under the doctrine of comparative fault.

Claimant's Position

The Claimant submits that under the *Knight*[209] case V.D.C. had no duty to protect L.P. and therefore she is not comparatively negligent. The *Knight* case sets out the general rule that "there is no duty to control the conduct of a third

[207] Economic Damages Report at 2-9.
[208] The lifetime earning capacity is based on the jury verdict which the undersigned has determined to be reasonable.
[209] *Knight v. Merhige*, 133 So. 3d 1140 (2014).

person to prevent [that person] from causing physical harm to another."[210] However, a legal duty may be imposed when:

- There is a special relationship between the plaintiff and the defendant,[211]
- The defendant controls the premises, instrumentality or person causing the injury,[212] or
- The defendant's "affirmative acts or omissions create a foreseeable high risk of harm."[213]

In the *Knight* case parents failed to prevent their adult child from killing other family members at a Thanksgiving dinner. The court declined to impose a duty on a parent for their adult child's criminal actions. The Department stipulates that V.D.C. did not have a legal duty to speak with the Department. The undersigned finds that the facts of this claim bill are analogous to the *Knight* case to the extent that none of the three tests for imposing a legal duty in the *Knight* case apply in this claim bill.

The Department's Position

The Department submits that V.D.C. is liable under comparable fault based on the Restatement (Second) of Torts ss. 324A and 311 (1965). The Claimant submits these provisions do not apply; the *Knight* case is controlling law that establishes a "lack of duty and the inapplicability of the undertaker doctrine." Although the Legislature is not bound by the findings of the courts in this matter, it should be noted the claimant represented that the trial court granted the claimant's Motion in Liminie "…precluding comparative negligence arguments against V.D.C."[214] and, although the Department represented that the issue was argued on appeal,[215] the Second District Court of Appeal affirmed the judgment of the civil case *per curiam*.[216]

The Department submits, however that, even if V.D.C. has no duty to provide information to the investigators, V.D.C. had an "undertaker duty"; once she decided to answer questions for

[210] *Id.* at 1145 (citing *Carney v. Gambel*, 751 So. 2d 653, 654 (Fla. 4th DCA 1999; *see also Boynton v. Burglass*, 590 So. 2d 446, 448 (Fla. 3d DCA 1991)).
[211] *Id.* at 1144.
[212] *Id.*
[213] *Koenig v. London*, 968 N.W. 2d 646, 656 (2021).
[214] Email from Damian Mallard, Attorney at Mallard Perez for the claimant, to Jacqueline Moody, Florida Senate Special Master, *RE: SB 12 – LXC (LP) v. DCF*, (Feb. 15, 2025) (on file with Senate Special Master).
[215] Email from Cheryl Westmoreland, Attorney for the Department, to Jacqueline Moody, Florida Senate Special Master, *RE: SB 12 – LXC (LP) v. DCF*, (Feb. 17, 20215) (on file with Senate Special Master).
[216] Limited documents were provided to support these assertions.

the Department she was required to do that voluntary act in a non-negligent manner.

> "Whenever one undertakes to provide a service to others, whether one does so gratuitously or by contract, the individual who undertakes to provide the service—i.e., the 'undertaker'—thereby assumes a duty to act carefully and not to put others at an undue risk of harm."[217]

The undertaker's doctrine, as set out in The Restatement (Second) of Torts s. 324A ("Section 324A") states:

> "One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of a third person or his things, is subject to liability to the third person for physical harm resulting from his failure to exercise reasonable care to protect his undertaking, if:
>
> (a) His failure to exercise reasonable care increases the risk of such harm, or
>
> (b) He has undertaken to perform a duty owed by the other to the third person, or
>
> (c) The harm is suffered because of reliance of the other or the third person upon the undertaking.

The Restatement (Second) of Torts is not binding. No Florida cases have been identified that directly apply section 324A to situations where a third party provides information to child protective services. There are limited cases in other states that have considered the doctrine – but found no duty owed - involving child welfare[218] and at least one Florida court applied the doctrine involving the protection of third parties by another.[219]

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[217] *Clay Elec. Co-op., Inc. v. Johnson*, 873 So.2d 1182, 1186 (Fla. 2003)
[218] *See Roe ex rel. Roe v. Department of Social & Rehabilitation Services*, 278 Kan. 584 (2004) (holding that the Department of Social & Rehabilitative Services did not owe a duty under the Restatement (Second) of Torts s. 324A given the facts of the case).
[219] *See Wallace v. Dean*, 3 So. 3d 1035 (Fla. 2009) (holding the Restatement (Second) of Torts s. 324A applied where a law enforcement officer who responded to a 911 call and undertook a safety check on an individual assumed a duty to exercise reasonable care).

However, in such instances, an entity provided the services, not an individual. Section 324A has been applied to other types of cases where individuals have rendered services.[220] But no Florida case has been identified directly applying Section 324A to situations where an individual, in a non-official capacity, provides information that is deemed a service.

The Department simply argues that V.D.C. undertook a duty to act carefully when she voluntarily went out to meet and provided information to the investigators. With respect to applying section 324A, this submission falls short of the requirement of (b) [V.D.C.] undertook to perform a duty owed by the other person [Ms. Parker or the Department] to a third person [L.P.]. Providing information was not a duty of the Department or Ms. Parker. Applying section 24 to the evidence in this claim bill:

(a) V.D.C.'s failure to exercise reasonable care increased the risk of harm to L.P. by leaving Ms. Parker alone with L.P.
(b) V.D.C. may have undertaken responsibility that another (the Department or Ms. Parker) originally had toward L.P. by presenting the power of attorney and suggesting that she was caring for her, but she did not give any undertaking for how long she planned to care for her, that she would keep custody of her, or that she would protect L.P. from Ms. Parker.
(c) The Department did rely on V.D.C.'s representation that she had power of attorney and was caring for L.P.

Based on the above analysis, Section 324A would fall short and not apply to the facts of this claim bill.

Additionally, Restatement (Second) of Torts s. 311 (1965) ("section 311) states: "one who negligently gives false information to another is subject to liability for physical harm caused by action taken by the other in reasonable reliance upon such information, where such harm results…to such third persons as the actor should expect to be put in peril by the action taken."

[220] *See Union Park Memorial Chapel v. Hutt*, 670 So. 2d 64 (Fla. 1996) (holding the Restatement (Second) of Tort s. 324A applied where a funeral home that voluntarily organized and led a funeral procession owed a duty of reasonable care to the participants, noting that the funeral home's undertaking created a foreseeable zone of risk for those involved.)

No Florida state case has been identified directly applying section 311, but a few federal cases in Florida have considered the provision.[221] Other states' cases have considered section 311 in abuse cases when organizations (such as a private foster-placement organization or school board) and their employees have been alleged to provide false information.[222] No analogous cases were identified where an individual made false statements to child protection services that were relied upon and resulted in harm; section 311 comments provide that "the rule is not, however, limited to information given in a business or professional capacity, or to those engaged in a business or profession."[223]

Applying the provision to the facts in this case:

- Undertaking a duty: V.D.C. undertook to provide information to the Department, recognizing it was necessary for L.P.'s protection.
- Negligent misrepresentation: V.D.C. provided false information without exercising reasonable care. On June 25, 2015, V.D.C.:
    - Informed CPI Supervisor and CPI Supervisor Tucker that Ms. Parker was not there when in fact Ms. Parker was present and misidentifying herself as Valencia Dubois. Had Ms. Carey in fact informed them that Ms. Parker was inside the house, as she testified to during the claim bill hearing, the undersigned is confident that the Department would have taken additional steps to confront Ms. Parker about her lies and the allegations.
    - Misled the CPI Supervisor Tucker and CPI Lopez to believe that Ms. Parker gave her power of attorney because Ms. Parker reportedly did hair in Orlando. However, V.D.C.'s own statements to CPI Supervisor Tucker on June 26, 2015, the day after

[221] *See In re: Zantac (Ranitidine) Products Liability Litigation*, 546 F.Supp. 3d 1192, 1199 (S.D. Fla. 2021) (acknowledging that the defendant, pharmaceutical manufacturer, could be held liable for claims that are on based on negligent representation articulated in Section 311); *Belik v. Carlson Travel Group, Inc.*, 26 F.Supp. 3d 1267, 1273 (denying the defendants' motion to dismiss on forum non conveniens a Section 311 claim, amongst others, brought by a cruise ship passenger who was injured at a restaurant in a cruise ship terminal in Mexico); *Klein v. Receivable Management Group, Inc.*, 595 F.Supp.3d 1183, 1191 (M.D. Fla. 2022) (holding a consumer's Section 311 claim against a debt collector alleged insufficient damages).

[222] *See M.B. v. Schuylkill County*, 375 F.Supp. 3d 574, 602-603 (E.D. Penn. 2019) (holding that Pennsylvania adopted Section 311 and a private foster-placement organization, caseworker, and employees could be held liable under Section 311 for failing to disclose a foster child's sexual history that resulted in another child in the home being sexually abused).

[223] Section 311.

the home visit, made clear that the purpose of the power of attorney was to prevent the Department from taking L.P. if an abuse report was made against Ms. Parker. The information Ms. Parker and V.D.C. told CPI Supervisor Tucker and CPI Lopez on June 25, 2015, did just that – kept L.P. in Ms. Parker's custody. On June 26, 2015, when CPI Supervisor Tucker interviewed V.D.C. after the stabbing incident, the following conversation took place:

"CPI Supervisor Tucker: So how – how did you end up with power of attorney?
Ms. Carry (sic): I can't answer about that because I don't remember right off hand.
CPI Supervisor Tucker: But it was back in 2009?
Ms. Carry (sic): Uh-huh
CPI Supervisor Tucker: Okay.
Ms. Carry (sic): I think what it was when someone had called DCF on her, and I said before I let anybody else take my baby from me,
CPI Supervisor Tucker: Okay.
Ms. Carry (sic): -- sign her over to me.
CPI Supervisor Tucker: Okay. Okay.
Ms. Carry (sic): Yeah. That's all I can remember to tell you.
CPI Supervisor Tucker: Okay. So who –
Ms. Carry (sic): People used to call (indiscernible) every week.
CPI Supervisor Tucker: And why was that?
Ms. Carry (sic): I have no idea.
CPI Supervisor Tucker: Okay.
Ms. Carry (sic): Okay. And so I told her to make sure she signs her over to me because I will take care of her."[224]

- Reasonable reliance: The Department reasonably relied[225] upon information provided by V.D.C. when deciding to leave L.P. in Ms. Parker's care based on the information corroborated by V.D.C. at the time.

[224] Video Interview of V.D.C. 13:45:27-13:47:47 (June 26, 2015).
[225] Reliance is measured by an objective standard. *In re Marjory Stoneman Douglas High School Shooting FTCA Litigation*, 482 F.Supp. 3d 1273, 1297 (S.D. Fla. 2020).

- Foreseeable harm: It was foreseeable that such information could lead to L.P.'s physical harm. If the Department relied on V.D.C.'s false statements and decided not to take protective measures, it is foreseeable that L.P. would be at risk of harm if left unsupervised with Ms. Parker.[226]

Despite the lack of precedence, should the Legislature decide to apply section 311, there are sufficient facts to support a finding that V.D.C. undertook a duty to exercise reasonable care and is liable under the doctrine of comparative fault for providing false information to the Department in these circumstances.

ATTORNEY FEES:

In compliance with section 768.28(8), of the Florida Statutes, Claimant's attorneys acknowledged that attorney fees, lobbying fees, and other similar expenses relating to this claim may not exceed 25 percent of any amount awarded by the Legislature as is reflected in the language of the bill.

RECOMMENDATIONS:

Recommended Amendments
Lines 3-8 of the claim bill should be amended to remove the appropriation to Sidney and Valeria Carey and reflect the award going to L.P. directly paid to the Special Needs Trust created for her benefit. Lines 12 and 21 of the claim bill should be amended to reflect the date of the incident was June 25, 2015.

Recommendation on the Merits
The greater weight of the evidence in this matter demonstrates that the negligence of the Department is the legal proximate cause of the injuries and damage suffered by L.P.

Based on the evidence supported by the record, the undersigned recommends economic damages in the amount of $9,069,069.33. The Legislature may wish to exercise its discretion by awarding non-economic damages as a matter of grace.

[226] *Garcia v. Superior Court*, 50 Cal. 3d 728, 734 (Cal. 1990) (apply a standard of reasonable care suggesting an objective standard should apply).

Accordingly, the undersigned recommends that SB 12 be reported FAVORABLY, with recommended amendments, the funds allocated for the benefit of L.P. being paid into a Special Needs trust established for L.P., and any reduction in amount deemed appropriate by the Legislature.

Respectfully submitted,

Jacqueline M. Moody
Senate Special Master

cc: Secretary of the Senate

CS by Judiciary

The committee substitute clarifies that the funds awarded by the claim bill are for the exclusive benefit of L.P. Additionally, the committee substitute no longer includes amounts in the whereas clauses describing the cost of the claimant's past and future medical care and lost earning capacity.

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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Gruters) recommended the following:

Senate Amendment (with title amendment)

Delete lines 70 - 72

and insert:

a warrant in the sum of $28 million payable to a special needs trust created for the exclusive

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 4 - 54

and insert:

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appropriation to a special needs trust, to compensate L.P. for injuries and damages sustained due to the negligence of employees and caseworkers of the department; providing a limitation on compensation and the payment of fees and costs; providing an effective date.

WHEREAS, on June 25, 2015, a family member of the then-6-year-old L.P. called the Sarasota Police Department to request a wellness check of the mother of L.P. due to a suicide video the mother sent to relatives, along with other bizarre behaviors that called her mental fitness into question, and

WHEREAS, in response to this call, the Sarasota Police Department complied with its statutory duty to report known or possible child abuse by notifying the Department of Children and Families (DCF), which, through its employees and caseworkers, responded to the home late on June 25, 2015, but failed to identify the mother of L.P., much less identify several forewarnings as to the mother's mental health status, and

WHEREAS, because of the inadequate wellness check by DCF employees, including failure to implement a readily available safety plan, L.P. was left in the custody of her mother, rather than her grandmother, who is now her adopted mother and who lived just a few houses away, and

WHEREAS, because of the negligence of the DCF caseworkers to recognize the danger to L.P., she was left in her mother's custody, and

WHEREAS, the mother of L.P. attempted to murder L.P. within hours after DCF's negligent decision, resulting in L.P. being

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stabbed no fewer than 14 times, including an attempted disembowelment, which required emergency surgery to save her life and multiple follow-up surgeries and treatments, and

WHEREAS, as a further consequence of the negligence of DCF through its employees, L.P. will incur a lifetime of significant pain, suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical costs, future surgeries, and psychological costs over a potential duration of more than 65 years, and

WHEREAS, following a 2-week trial from February 28 through March 11, 2022, the jury found DCF negligent and awarded L.P. damages resulting in a final judgment in the amount of $28 million, and

WHEREAS, an appeal to the Second District Court of Appeal affirmed the factual findings and the judgment of the jury and trial court in the case, and

WHEREAS, in the 9 years since her mother attempted to murder her, L.P. has incurred the costs of multiple lifesaving surgeries, psychological counseling, and related expenses which remain unpaid or will be incurred, along with a loss of earning capacity, and

By Senator Gruters

22-00106-25 202512__

A bill to be entitled

An act for the relief of L.P., a minor, by the Department of Children and Families; providing an appropriation to Sidney and Valerie Carey, as the grandparents and adoptive parents of L.P., to compensate L.P. for injuries and damages sustained due to the negligence of employees and caseworkers of the department; providing a limitation on compensation and the payment of fees and costs; providing an effective date.

WHEREAS, on June 14, 2015, a family member of the then-six-year-old L.P. called the Sarasota Police Department to request a wellness check of the mother of L.P. due to a suicide video the mother sent to relatives, along with other bizarre behaviors that called her mental fitness into question, and

WHEREAS, in response to this call, the Sarasota Police Department complied with its statutory duty to report known or possible child abuse by notifying the Department of Children and Families (DCF), which, through its employees and caseworkers, responded to the home late on June 14, 2015, but failed to identify the mother of L.P., much less identify several forewarnings as to the mother's mental health status, and

WHEREAS, because of the inadequate wellness check by DCF employees, including failure to implement a readily available safety plan, L.P. was left in the custody of her mother, rather than her grandmother, who is now her adopted mother and who lived just a few houses away, and

WHEREAS, because of the negligence of the DCF caseworkers

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

22-00106-25 202512__

to recognize the danger to L.P., she was left in her mother's custody, and

WHEREAS, the mother of L.P. attempted to murder L.P. within hours after DCF's negligent decision, resulting in L.P. being stabbed no fewer than 14 times, including an attempted disembowelment, which required emergency surgery to save her life and multiple follow-up surgeries and treatments, and

WHEREAS, as a further consequence of the negligence of DCF through its employees, L.P. will incur a lifetime of significant pain, suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical costs, future surgeries, and psychological costs over a potential duration of more than sixty-five years, and

WHEREAS, following a two-week trial from February 28 through March 11, 2022, the jury found DCF negligent and awarded L.P. damages resulting in a final judgment in the amount of $28 million, and

WHEREAS, an appeal to the Second District Court of Appeal affirmed the factual findings and the judgment of the jury and trial court in the case, and

WHEREAS, in the 9 years since her mother attempted to murder her, L.P. has incurred the costs of multiple lifesaving surgeries, psychological counseling, and related expenses which remain unpaid or will be incurred at over $14 million along with a loss of earning capacity at $1.5 million, and

WHEREAS, the costs incurred in the prosecution of the claims on behalf of L.P. exceeded $208,000, with over $8,000 remaining to be paid, and

WHEREAS, in accordance with the statutory cap of liability

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

set forth in s. 768.28, Florida Statutes, DCF has paid $200,000 toward the total amount of this claim, NOW, THEREFORE,

Be It Enacted by the Legislature of the State of Florida:

Section 1. The facts stated in the preamble to this act are found and declared to be true.

Section 2. The sum of $28 million is appropriated from the General Revenue Fund to the Department of Children and Families for the relief of L.P. for injuries and damages sustained.

Section 3. The Chief Financial Officer is directed to draw a warrant in the sum of $28 million payable to Sidney and Valerie Carey, as the grandparents and adoptive parents of L.P., to be placed in a special needs trust created for the exclusive use and benefit of L.P. for injuries and damages sustained.

Section 4. The amount paid by the Department of Children and Families pursuant to s. 768.28, Florida Statutes, and the amount awarded under this act are intended to provide the sole compensation for all present and future claims arising out of the factual situation described in this act which resulted in injuries and damages to L.P. The total amount paid for attorney fees, lobbying fees, and other similar expenses relating to this claim may not exceed 25 percent of the total amount awarded under this act.

Section 5. This act shall take effect upon becoming a law.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 27, 2025

I respectfully request that **Senate Bill # 12**, relating to Relief of L.P., a Minor, by the Department of Children and Families, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Joe Gruters

Senator Joe Gruters
Florida Senate, District 22

File signed original with committee office

S-020 (03/2004)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 420
INTRODUCER:	Community Affairs Committee and Senator Yarborough
SUBJECT:	Official Actions of Local Governments
DATE:	March 31, 2025 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Davis	Cibula	JU	**Pre-meeting**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 420 prohibits counties and municipalities from funding, promoting, or taking official actions such as adopting ordinances, resolutions, rules, regulations, programs, or policies, related to diversity, equity, and inclusion. A county or municipality may not expend any funds, regardless of the source, or establish, support, sustain, or staff a diversity, equity, and inclusion office or officer.

The bill provides that a member of a county or municipal governing body who violates the prohibitions commits misfeasance or malfeasance in office. An action in circuit court may be brought against a county or municipality that violates the bill's provisions; the court may enter judgment awarding declaratory and injunctive relief, damages, costs, and reasonable attorney fees to a prevailing plaintiff, but not to a prevailing county or municipality. The bill does not prohibit official action required for compliance with general or federal law or regulation.

Further, the bill requires any potential recipient of a county or municipal contract or grant to certify before such award that they do not and will not use local government funds to require employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials related to diversity, equity, and inclusion.

The bill takes effect December 31, 2025.

II. Present Situation:

Unlawful Discrimination in Florida

In 2019, Governor DeSantis reaffirmed the policy of non-discrimination in government employment and declared it the policy of his administration to prohibit discrimination in employment based on age, sex, race, color, religion, national origin, marital status, or disability.[1]

Florida Civil Rights Act (Part I, Chapter 760, F.S.)

The Florida Civil Rights Act (FCRA) of 1992 protects persons from discrimination based on race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.[2] The FCRA establishes the Florida Commission on Human Relations (the Commission) within the Department of Management Services.[3]

The Commission is empowered to receive, initiate, investigate, conciliate, hold hearings, and act upon complaints alleging discriminatory practices.[4] Additionally, the Attorney General may initiate a civil action for damages, injunctive relief, civil penalties of up to $10,000 per violation, and other appropriate relief.[5]

Local Ordinances

The governing body of a county or municipality has broad legislative powers to enact ordinances, local laws, to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents. Ordinances address a wide variety of local issues, from government structure and zoning laws to speed limits and noise ordinances. Procedures for passing local ordinances are prescribed by the Legislature and differ only slightly between counties and municipalities.

Local Government Authority

The Florida Constitution grants local governments broad authority to take actions furthering citizens' health, welfare, safety, and quality of life. This "home rule" authority includes legislative powers to enact local laws. Specifically, non-charter county governments may exercise those powers of self-government that are provided by general or special law.[6] Those counties operating under a county charter have all powers of local self-government not inconsistent with general law or special law approved by the vote of the electors.[7] Likewise, municipalities have those governmental, corporate, and proprietary powers that enable them to

[1] Office of the Governor, *Executive Order Number 19-10*, Jan. 8, 2019 (Reaffirming Commitment to Diversity in Government).
[2] Section 760.01, F.S.
[3] Sections 760.03 and 760.04, F.S.
[4] Section 760.06(5), F.S.
[5] Section 760.021(1), F.S.
[6] FLA. CONST. art. VIII, s. 1(f).
[7] FLA. CONST. art. VIII, s. 1(g).

conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.[8]

This authority, under the umbrella of governmental or municipal purpose, extends broadly to any ordinance necessary to promote the health, welfare, safety, and quality of life of a local government's residents.[9] Local governments' authority has been liberally construed when reviewed by courts. For example, courts have found the following to meet the standards for what constitutes a "municipal purpose," and therefore were valid local government actions:

- Acquisition and maintenance of a golf course;[10]
- Sale of souvenir photographs;[11] and
- Prohibiting the rental of motorized scooters.[12]

In general, this broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the state has already legislated on a topic, and standards of reasonableness. Local governments may not pass ordinances which are apparently arbitrary or unreasonable, despite their wide-ranging powers.[13] Anyone affected by an ordinance may challenge its validity in court by filing a civil action against the local government.[14]

Preemption

An ordinance can be declared invalid on the grounds that it is inconsistent with the State Constitution or Florida Statutes. Inconsistency may be found where a local ordinance is either preempted by or in conflict with the State Constitution or Florida Statutes.[15] Preemption means that a local government is precluded from exercising authority in a particular area, while conflict exists where a municipality has the right to act but such action frustrates the purpose of the state regulation.[16] Express preemption refers to instances where the Legislature has directly written into law that the state intends to occupy a field of law, prohibiting local governments from taking action in that field.[17]

Malfeasance or Misfeasance in Office

Misfeasance has been described broadly as a "misdeed or trespass" while malfeasance has been described as a "wrongful, unlawful, or dishonest act."[18]

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[8] FLA. CONST. art. VIII, s. 2(b). *See also* s. 166.021(1), F.S.
[9] Art. VIII, § 2(b), Fla. Const.; Section 125.86, F.S.; for municipalities see *Quiles v. City of Boynton Beach*, 802 So. 2d 397, 398 (Fla. 4th DCA 2001); § 166.021, Fla. Stat.
[10] West v. Town of Lake Placid, 97 Fla. 127, 120 So. 361 (1929).
[11] City of Winter Park v. Montesi, 448 So. 2d 1242 (Fla. 5th DCA 1984).
[12] Classy Cycles, Inc. v. Panama City Beach, 301 So. 3d 1046 (Fla. 1st DCA 2019).
[13] Dennis v. City of Key West, 381 So. 2d 312 (Fla. 3d DCA 1980).
[14] Hardage v. City of Jacksonville Beach, 399 So. 2d 1077 (Fla. 1 DCA 1981). There are statutory requirements for being allowed to bring suit in certain cases, such as those based on a technical deficiency in the ordinance, but the cases at issue in this analysis merely require being affected.
[15] *City of Jacksonville v. American Environmental Services Inc.*, 699 So. 2d 255 (Fla. 1st DCA 1997).
[16] *Id.*
[17] *See, e.g.,* s. 790.33, F.S. "… the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition…"
[18] BLACK'S LAW DICTIONARY (12th ed. 2024).

Under Article IV, s. 7 of the State Constitution, the Governor is authorized to suspend from office by executive order any state officer not subject to impeachment, any officer of the militia not in the active service of the United States, or any county officer, for malfeasance, misfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony. The Governor may temporarily appoint someone to fill the office during the suspension and may choose to reinstate the suspended officer.[19] The Senate has the authority to remove from office or reinstate the suspended officer in proceedings prescribed by law and may convene a special session for such purpose.[20]

In reference to municipal officers, the State Constitution only authorizes the Governor to suspend municipal officers indicted for crime, unless such power is vested in law or a municipal charter.[21] Section 112.51, F.S., provides that the Governor may by executive order suspend from office any elected or appointed municipal official for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, or permanent inability to perform official duties. The Governor may temporarily fill the office during the suspension.[22] If the municipal officer is convicted of any of the charges contained in the indictment or information by reason of which he or she was suspended, the Governor must remove the official from office.[23] If the municipal official is acquitted, found not guilty, or otherwise cleared of the charges, the Governor must revoke the suspension.[24]

III. Effect of Proposed Changes:

Sections 1 and 2 create ss. 125.595 and 166.04971, F.S., to prohibit counties and municipalities, respectively, from funding, promoting, or taking official actions, such as adopting or enforcing ordinances, resolutions, rules, regulations, programs, or policies, related to diversity, equity, and inclusion. A county or municipality may not expend any funds, regardless of the source, or establish, support, sustain, or staff a diversity, equity, and inclusion office or officer.

"Diversity, equity, and inclusion" (DEI) is defined as any effort to:

- Manipulate or otherwise influence the composition of employees with reference to race, color, sex, or ethnicity, other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;
- Promote or provide differential or preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or
- Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

The term does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person about the prohibition against discrimination based on protected status under state or federal law.

[19] FLA. CONST. art. IV, s. 7.
[20] *Id.*
[21] *Id.*
[22] Section 112.51(3), F.S.
[23] Section 112.51(5), F.S.
[24] Section 112.51(6), F.S.

"Diversity, equity, and inclusion office" is defined as any office, division, department, agency, center, or other unit of a local government which coordinates, creates, develops, designs, implements, organizes, plans, or promotes policies, programming, training, practices, meetings, activities, procedures, or similar actions related to diversity, equity, and inclusion.

"Diversity, equity, and inclusion officer" is defined as a person who is a full-time or part-time employee of, or an independent contractor contracted by, a local government, whose duties cover the same fields as the office described above.

The bill provides that a member of a county or municipal governing body who violates the prohibitions commits misfeasance or malfeasance in office. An action in circuit court may be brought by a local resident against a county or municipality that violates the bill's provisions; the court may enter judgment awarding declaratory and injunctive relief, damages, costs, and reasonable attorney fees to a prevailing plaintiff, but not to the prevailing government. Declaratory relief is a form of relief in which a court pronounces the legal status of an item or pronounces the correct ownership of something.[25] Injunctive relief occurs when a court grants an injunction to require a party to do something or refrain from doing a particular thing to prevent irreparable injury.[26]

The provisions do not prohibit official action required for compliance with state or federal law or regulations. These sections do not apply to the actions of an appointed board or commission composed of nonelected volunteers, or basic administrative support provided to such a board, unless such support is provided by a government employee whose sole function is such support.

Section 3 creates s. 287.139, F.S., to provide that any potential recipient of a county or municipal contract or grant must certify before such award that they do not and will not use local government funds to require employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials related to diversity, equity, and inclusion, as defined above.

The bill takes effect December 31, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

[25] BLACKS LAW DICTIONARY (12th ed. 2024).
[26] *Id.*

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The private sector impact in a particular county or municipality depends upon the extent to which the county or municipality is currently promoting DEI activities or valuing DEI in employment practices or in awarding contracts.

C. Government Sector Impact:

The public sector impact in a particular county or municipality depends upon the extent to which the county or municipality is currently promoting DEI activities or valuing DEI in employment practices or in awarding contracts.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill creates the following sections of the Florida Statutes: 125.595, 166.04971, and 287.139.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Community Affairs on March 17, 2025:
The committee substitute:

- Revises definitions in the bill to include DEI "offices" and "officers."

- Broadens the preemption to include funding DEI related activities and funding or maintaining DEI offices and officers.
- Introduces a new section requiring any potential recipient of a county or municipal contract or grant to certify before such award that they do not and will not use local government funds to require employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials related to DEI.
- Removes retroactive application of the bill.
- Changes the effective date from July 1, 2025, to December 31, 2025.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

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LEGISLATIVE ACTION

Senate	.	House
Comm: TP	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Yarborough) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause and insert:

Section 1. Section 125.595, Florida Statutes, is created to read:

125.595 Prohibition of official actions of counties relating to diversity, equity, and inclusion; penalty; remedy.—

(1) For purposes of this section, the term:

(a) "Diversity, equity, and inclusion" means any effort to:

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1. Manipulate or otherwise influence the composition of employees with reference to race, color, sex, or ethnicity, other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

2. Promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or

3. Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

The term does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person about the prohibition against discrimination based on protected status under state or federal law.

(b) "Diversity, equity, and inclusion office" means any office, division, department, agency, center, or other unit of a county which coordinates, creates, develops, designs, implements, organizes, plans, or promotes policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity, and inclusion.

(c) "Diversity, equity, and inclusion officer" means a person who is a full-time or part-time employee of, or an independent contractor contracted by, a county whose duties include coordinating, creating, developing, designing, implementing, organizing, planning, or promoting policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity,

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and inclusion.

(2) A county may not fund or promote, directly or indirectly, or take any official action, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.

(3) A county may not expend any funds, regardless of source, to establish, sustain, support, or staff a diversity, equity, and inclusion office or to employ, contract, or otherwise engage a person to serve as a diversity, equity, and inclusion officer.

(4) A county commissioner or other county official acting in an official capacity who violates this section commits misfeasance or malfeasance in office.

(5) An action in circuit court may be brought against a county that violates this section by a resident of the county. The court may enter a judgment awarding declaratory and injunctive relief, damages, and costs.

(6)(a) This section does not prohibit any official action by a county required for compliance with state or federal laws or regulations.

(b) This section does not prohibit a county from:

1. Recognizing or promoting holidays designated by federal law, including those designated in 5 U.S.C. s. 6103.

2. Recognizing or promoting state holidays and special observances, including those designated in chapter 683.

3. Recognizing or promoting patriotic and national

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observances recognized by federal law, including those designated in 36 U.S.C. ss. 101-148.

4. Recognizing or honoring the individuals and groups recognized and honored by the monuments and memorials authorized by chapter 265 or recognizing the events forming the basis for such monuments or memorials.

(7) This section does not apply to:

(a) The actions of a body composed of nonelected volunteers; or

(b) Basic administrative support provided to a body composed of nonelected volunteers, unless such administrative support is provided by a county employee whose sole function is the provision of such administrative support.

Section 2. Section 166.04971, Florida Statutes, is created to read:

166.04971 Prohibition of official actions of municipalities relating to diversity, equity, and inclusion; penalty; remedy.—

(1) For purposes of this section, the term:

(a) "Diversity, equity, and inclusion" means any effort to:

1. Manipulate or otherwise influence the composition of employees with reference to race, color, sex, or ethnicity, other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

2. Promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or

3. Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex,

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ethnicity, gender identity, or sexual orientation.

The term does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person about the prohibition against discrimination based on protected status under state or federal law.

(b) "Diversity, equity, and inclusion office" means any office, division, department, agency, center, or other unit of a municipality which coordinates, creates, develops, designs, implements, organizes, plans, or promotes policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity, and inclusion.

(c) "Diversity, equity, and inclusion officer" means a person who is a full-time or part-time employee of, or an independent contractor contracted by, a municipality whose duties include coordinating, creating, developing, designing, implementing, organizing, planning, or promoting policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity, and inclusion.

(2) A municipality may not fund or promote, directly or indirectly, or take any official action, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.

(3) A municipality may not expend any funds, regardless of source, to establish, sustain, support, or staff a diversity,

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equity, and inclusion office or to employ, contract, or otherwise engage a person to serve as a diversity, equity, and inclusion officer.

(4) Any member of the governing body of a municipality or other municipal official acting in an official capacity who violates this section commits misfeasance or malfeasance in office.

(5) An action in circuit court may be brought against a municipality that violates this section by a resident of the municipality. The court may enter a judgment awarding declaratory and injunctive relief, damages, and costs.

(6)(a) This section does not prohibit any official action by the governing body of a municipality required for compliance with state or federal laws or regulations.

(b) This section does not prohibit a municipality from:

1. Recognizing or promoting holidays designated by federal law, including those designated in 5 U.S.C. s. 6103.

2. Recognizing or promoting state holidays and special observances, including those designated in chapter 683.

3. Recognizing or promoting patriotic and national observances recognized by federal law, including those designated in 36 U.S.C. ss. 101-148.

4. Recognizing or honoring the individuals and groups recognized and honored by the monuments and memorials authorized by chapter 265 or recognizing the events forming the basis for such monuments or memorials.

(7) This section does not apply to:

(a) The actions of a body composed of nonelected volunteers; or

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(b) Basic administrative support provided to a body composed of nonelected volunteers, unless such administrative support is provided by a municipal employee whose sole function is the provision of such administrative support.

Section 3. Section 287.139, Florida Statutes, is created to read:

287.139 Prohibition against using diversity, equity, and inclusion material.—A potential recipient of a county or municipal contract or grant shall certify to the county or municipality, as applicable, before being awarded such contract or grant that the potential recipient does not and will not use county or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.04971(1).

Section 4. This act shall take effect January 1, 2026.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete everything before the enacting clause and insert:

A bill to be entitled

An act relating to official actions of local governments; creating ss. 125.595 and 166.04971, F.S.; defining terms; prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; prohibiting counties

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and municipalities, respectively, from expending funds for diversity, equity, and inclusion offices or for diversity, equity, and inclusion officers; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official acting in an official capacity who violates certain provisions commits misfeasance or malfeasance in office; authorizing a cause of action against counties and municipalities, respectively, under certain circumstances; providing construction and applicability; creating s. 287.139, F.S.; requiring potential recipients of county and municipal contracts and grants to make a certain certification to the county or municipality before being awarded such contract or grant; providing an effective date.

By the Committee on Community Affairs; and Senator Yarborough

578-02515-25 2025420c1

A bill to be entitled

An act relating to official actions of local governments; creating ss. 125.595 and 166.04971, F.S.; defining terms; prohibiting counties and municipalities, respectively, from funding or promoting or taking official action as it relates to diversity, equity, and inclusion; prohibiting counties and municipalities, respectively, from expending funds for diversity, equity, and inclusion offices or for diversity, equity, and inclusion officers; providing that certain ordinances, resolutions, rules, regulations, programs, and policies are void; providing that a county commissioner, a member of the governing body of a municipality, or any other county or municipal official who violates certain provisions commits misfeasance or malfeasance in office; authorizing a cause of action against counties and municipalities, respectively, under certain circumstances; providing construction and applicability; creating s. 287.139, F.S.; requiring potential recipients of county and municipal contracts and grants to make a certain certification to the county or municipality before being awarded such contract or grant; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 125.595, Florida Statutes, is created to read:

578-02515-25 2025420c1

125.595 Prohibition of official actions of counties relating to diversity, equity, and inclusion; penalty; remedy.—

(1) For purposes of this section, the term:

(a) "Diversity, equity, and inclusion" means any effort to:

1. Manipulate or otherwise influence the composition of employees with reference to race, color, sex, or ethnicity, other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

2. Promote or provide differential or preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or

3. Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

The term does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person about the prohibition against discrimination based on protected status under state or federal law.

(b) "Diversity, equity, and inclusion office" means any office, division, department, agency, center, or other unit of a county which coordinates, creates, develops, designs, implements, organizes, plans, or promotes policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity, and inclusion.

(c) "Diversity, equity, and inclusion officer" means a person who is a full-time or part-time employee of, or an independent contractor contracted by, a county whose duties

include coordinating, creating, developing, designing, implementing, organizing, planning, or promoting policies, programming, training, practices, meetings, activities, procedures or similar actions relating to diversity, equity, and inclusion.

(2) A county may not fund or promote, directly or indirectly, or take any official action, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.

(3) A county may not expend any funds, regardless of source, to establish, sustain, support, or staff a diversity, equity, and inclusion office or to employ, contract, or otherwise engage a person to serve as a diversity, equity, and inclusion officer.

(4) A county commissioner or other county official who violates this section commits misfeasance or malfeasance in office.

(5) An action in circuit court may be brought against a county that violates this section by a resident of the county. The court may enter a judgment awarding declaratory and injunctive relief, damages, and costs. The court may also award reasonable attorney fees to the prevailing party; however, the court may not award reasonable attorney fees to a county as the prevailing party.

(6) This section does not prohibit any official action by a county required for compliance with state or federal laws or

regulations.

(7) This section does not apply to:

(a) The actions of an appointed county board or commission composed of nonelected volunteers; or

(b) Basic administrative support provided to an appointed county board or commission composed of nonelected volunteers, unless such administrative support is provided by a county employee whose sole function is the provision of such administrative support.

Section 2. Section 166.04971, Florida Statutes, is created to read:

166.04971 Prohibition of official actions of municipalities relating to diversity, equity, and inclusion; penalty; remedy.—

(1) For purposes of this section, the term:

(a) "Diversity, equity, and inclusion" means any effort to:

1. Manipulate or otherwise influence the composition of employees with reference to race, color, sex, or ethnicity, other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

2. Promote or provide differential or preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; or

3. Promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

The term does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person

about the prohibition against discrimination based on protected status under state or federal law.

(b) "Diversity, equity, and inclusion office" means any office, division, department, agency, center, or other unit of a municipality which coordinates, creates, develops, designs, implements, organizes, plans, or promotes policies, programming, training, practices, meetings, activities, procedures, or similar actions relating to diversity, equity, and inclusion.

(c) "Diversity, equity, and inclusion officer" means a person who is a full-time or part-time employee of, or an independent contractor contracted by, a municipality whose duties include coordinating, creating, developing, designing, implementing, organizing, planning, or promoting policies, programming, training, practices, meetings, activities, procedures or similar actions relating to diversity, equity, and inclusion.

(2) A municipality may not fund or promote, directly or indirectly, or take any official action, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, or policies, as it relates to diversity, equity, and inclusion. Any such existing ordinances, resolutions, rules, regulations, programs, or policies are void.

(3) A municipality may not expend any funds, regardless of source, to establish, sustain, support, or staff a diversity, equity, and inclusion office or to employ, contract, or otherwise engage a person to serve as a diversity, equity, and inclusion officer.

(4) Any member of the governing body of a municipality or

other municipal official who violates this section commits misfeasance or malfeasance in office.

(5) An action in circuit court may be brought against a municipality that violates this section by a resident of the municipality. The court may enter a judgment awarding declaratory and injunctive relief, damages, and costs. The court may also award reasonable attorney fees to the prevailing party; however, the court may not award reasonable attorney fees to a municipality as the prevailing party.

(6) This section does not prohibit any official action by the governing body of a municipality required for compliance with state or federal laws or regulations.

(7) This section does not apply to:

(a) The actions of an appointed municipal board or commission composed of nonelected volunteers; or

(b) Basic administrative support provided to an appointed municipal board or commission composed of nonelected volunteers, unless such administrative support is provided by a municipal employee whose sole function is the provision of such administrative support.

Section 3. Section 287.139, Florida Statutes, is created to read:

287.139 Prohibition against using diversity, equity, and inclusion material.—A potential recipient of a county or municipal contract or grant shall certify to the county or municipality, as applicable, before being awarded such contract or grant that the potential recipient does not and will not use county or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to,

study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) and 166.04971(1).

Section 4. This act shall take effect December 31, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 572
INTRODUCER:	Judiciary Committee and Senators Collins and Wright
SUBJECT:	Dangerous Dogs
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Burse	Becker	AG	**Favorable**
2.	Bond	Cibula	JU	**Fav/CS**
3.			FP	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 572, or the "Pam Rock Act," revises the state regulation of dangerous dogs. The bill:

- Expands the definition of "proper enclosure" to add that a locked fenced yard designed to prevent entry by young children and to prevent escape by the dog may be a proper enclosure.
- Requires the apprehension and quarantine of a suspected dangerous dog that has injured or threatened humans pending hearing. Current law allows, but does not require, apprehension.
- Creates new additional requirements for the owner of a dog classified as a dangerous dog to maintain liability insurance of $100,000, and implant a microchip in the dog. The bill creates a third degree felony for the removal of the microchip.
- Modifies the elements of the second degree misdemeanor related to an attack on a human by a previously unclassified dog to remove the requirement to prove that the owner had reckless disregard for the dog's dangerous propensity.
- Requires a shelter offering a dog for adoption that has been classified as a dangerous dog to post a sign informing persons of the requirements to keep a dangerous dog.
- Modifies the second degree misdemeanor offense related to an attack by an unclassified dog to remove the requirement to prove that the owner had a reckless disregard for the dog's dangerous tendencies.

The bill takes effect July 1, 2025.

II. Present Situation:

Dangerous Dogs

Part II of ch. 767, F.S., governs dangerous dogs. It was originally enacted in 1990.[1] The Legislature found that:

> dangerous dogs are an increasingly serious and widespread threat to the safety and welfare of the people of this state because of unprovoked attacks which cause injury to persons and domestic animals; that such attacks are in part attributable to the failure of the owners to confine and properly train and control their dogs; that existing laws inadequately address this growing problem; and that it is appropriate and necessary to impose uniform requirements on the owners of dangerous dogs.[2]

A "dangerous dog" is defined as a dog that:

- Has aggressively bitten, attacked, endangered, or inflicted severe injury on a person on public or private property;
- Has more than one time severely injured or killed a domestic animal while the dog is off the owner's property; or
- Has, when unprovoked, chased or approached a person in public in a menacing fashion, or with an attitude of attack.[3]

Process for Classification of a Dog as a Dangerous Dog

An animal control officer[4] is typically the person who would investigate an incident involving a dog. In areas unserved by an animal control authority,[5] the sheriff assumes the duties required of an animal control authority.[6]

Upon receiving a report of a potentially dangerous dog, the animal control authority must investigate the incident, interview the owner, and require a sworn affidavit from any person who seeks to have a dog classified as dangerous.[7]

An animal that is the subject of a dangerous dog investigation because of severe injury to a human being may be immediately confiscated by an animal control authority, placed in quarantine, if necessary, for the proper length of time, or impounded and held.[8] A dog that is being investigated as a dangerous dog that is not impounded with the animal control authority must be humanely and safely confined by the owner either indoors or in a securely fenced or enclosed pen or structure pending the outcome of the investigation.[9]

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[1] Chapter 90-180, Laws of Fla.
[2] Section 767.10, F.S.
[3] Section 767.11(1), F.S.
[4] Section 767.11(6), F.S.
[5] Section 767.11(5), F.S.
[6] Section 767.11(5) and (6), F.S.
[7] Section 767.12(1), F.S.
[8] Section 767.12(1)(a), F.S.
[9] Section 767.12(1)(b), F.S.

The animal control authority may not classify a dog as a dangerous dog if:

- The injured person was unlawfully on the property, or if lawfully on the property was tormenting, abusing, or assaulting the dog or its owner or a family member; or
- The dog was protecting a person within the immediate vicinity of the dog from an unjustified attack or assault.[10]

After investigating, the animal control authority must initially determine whether sufficient cause exists to classify the dog as dangerous and if sufficient cause is found, provide the owner an opportunity for a hearing before making a final determination regarding the classification or penalty.[11] The animal control authority must provide written notice of sufficient cause and proposed penalty to the owner by registered mail, certified hand delivery, or service in conformity with how service of process is made.

The owner has 7 calendar days from receiving the notice to file a written request for a hearing. The hearing officer must hold the hearing as soon as possible, no more than 21 calendar days, and no sooner than 5 days after receiving the request for hearing.[12] If a hearing is not timely requested the authority's determination becomes final. The owner may appeal the classification to the circuit court.

A dog classified as a dangerous dog because the dog caused severe injury to a person may, based on the circumstances of the attack and the likelihood of a future threat, be ordered to be destroyed.[13] If a dog causes the death of a human being, the dog must be destroyed.[14]

If the dog found to be dangerous is not ordered to be destroyed, within 14 days after the classification as a dangerous dog becomes final, the owner must register the dog with the animal control authority and renew the certification annually. Vaccination, enclosure, warning sign, and identification requirements must then be followed. The owner must immediately notify the animal control authority if the dog is loose, bites or attacks a person or another animal, or if there is any other change in status. A dangerous dog must remain within the "proper enclosure" at all times unless it is muzzled and restrained by a chain or leash.[15] Any violation of these requirements is a noncriminal infraction publishable by a fine, not to exceed $500.[16]

In addition to civil penalties, the owner of a dog can be charged with the following criminal violations related to attacks:

- 1st degree misdemeanor if the dog has previously been declared "dangerous" and it attacks or bites a person or domestic animal without provocation.[17]
- 3rd degree felony if the dog has previously been declared "dangerous" and it attacks and causes severe injury to or death of any human.[18]

[10] Section 767.12(2)(a-b), F.S.
[11] Section 767.12(3), F.S.
[12] Section 767.12(3), F.S.
[13] Section 767.12(5)(b), F.S.
[14] Section 767.135, F.S.
[15] Section 767.12(5)(a), F.S.
[16] Section 767.12 (7), F.S.
[17] Section 767.13(1), F.S.
[18] Section 767.13(2), F.S.

- 2nd degree misdemeanor if the dog has not previously been declared "dangerous" but causes severe injury to or death of any human and the owner had prior knowledge of, but recklessly disregarded, the dog's dangerous propensities.[19] This offense does not apply where the victim was engaged in criminal behavior.

Dogs Exempt from Classification as Dangerous or Exempt from Certain Requirements

Hunting dogs are exempt from classification as a dangerous dog when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are also exempt from this section when engaged in any legal procedures. Dogs that have been classified as dangerous may not be used for hunting purposes.[20]

A dog owned or used by a law enforcement agency is exempt from the provisions of part II of ch. 767. A dog used as a service dog for the blind, hearing impaired, or disabled persons is exempt from quarantine requirements provided the dog is current on its rabies vaccination requirements.[21]

Dangerous Dog Laws in Other States

At least 42 states have laws related to dangerous dogs and violations associated with their ownership.[22] Virginia and Pennsylvania require dangerous dog owners to register their dogs with their state's online dog registry. Colorado, Oregon, and Pennsylvania have criminal penalties for harboring, maintaining, or owning a dangerous dog.[23]

Pam Rock

Pam Rock was a graduate of the University of Florida. She worked for the Alachua County Women, Infants and Children (WIC) program, served as a Peace Corps volunteer in Guatemala for three years. and later worked on the Crow Indian Reservation in Montana teaching nutrition. She vociferously advocated on Capitol Hill for the needs of women and children trapped in poverty before joining the Postal Service as a letter carrier in January 2022.[24] In August of her first year with the Postal Service she was attacked by domestic dogs while delivering mail. She died from her injuries. The dogs who killed her had a history of prior attacks on humans. The Pamela Jane Rock Post Office in Melrose, Florida, is named in her honor.[25]

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[19] Section 767.136(1), F.S.
[20] Section 767.12(6), F.S.
[21] Section 767.16, F.S.
[22] Michigan State University, State Dangerous Dog Laws (2019), *https://www.animallaw.info/topic/state-dangerous-dog-laws* (last visited February 24, 2025).
[23] *Id*.
[24] C. A. Briges, *Mauled Florida mail carrier who died from 5-dog attack to be honored with post office naming*, THE FLORIDA TIMES UNION (Aug. 15, 2024), https://www.jacksonville.com/story/news/2024/08/15/florida-post-office-pamela-jane-rock-mail-carrier-dog-attack-death/74808272007/ (last visit April 2, 2025).
[25] *Id*.

III. Effect of Proposed Changes:

Section 1 Provides that this act may be cited as the "Pam Rock Act."

Section 2 amends s. 767.01, F.S., to require a dog owner that has knowledge of his or her dog's dangerous propensities to securely confine the dog in a proper enclosure.

Section 3 amends s. 767.10, F.S., to make grammatical, technical and stylistic improvements.

Section 4 amends s. 767.11, F.S., to change the definition of "proper enclosure" to add that a proper enclosure may be a locked, fenced yard, suitable to prevent the entry of young children and designed to prevent the dog from escaping over, under, or through the fence.

Section 5 amends s. 767.12, F.S., to require, rather than just allow, an animal control authority to immediately confiscate a dog that is being investigated after having done any of the following:

- Aggressively bitten, attacked or endangered a human being;
- Inflicted severe injury on a human being; or
- When unprovoked, chased or approached a human being, in public, in a menacing fashion or apparent attitude of attack.

The bill waives the imposition of boarding costs and other fees if the dog under investigation is not determined to be a dangerous dog.

Current law requires registration of a dangerous dog with the local animal control authority within 14 days of final finding. The bill changes the deadline for registration to require registration immediately upon issuance of an order classifying the dog as a dangerous dog. In addition to current law requirements for registration of a dangerous dog, the owner of a dangerous dog must:

- Provide proof that the dog was spayed or neutered;
- Implant a microchip (in lieu of the current law tattoo requirement); and
- Show proof of liability insurance coverage in the amount of at least $100,000. This insurance must cover damages resulting from an attack by the dangerous dog causing bodily injury to a person. Continued proof of insurance during the life of the dog is required to maintain registration.

The bill creates a third degree felony applicable to any person who knowingly and willfully removes a microchip required to be implanted in a dangerous dog.[26]

If a dangerous dog is surrendered to public or private shelter, to a humane organization, or to a local government, and the dog is offered for adoption, the entity must post a sign on the dog's enclosure disclosing that the dog has been found to be a dangerous dog. The posting must also list the continuing requirements for keeping a dangerous dog (i.e., registration, insurance, proper enclosure, and leash and muzzle when with the owner and outside of a proper enclosure).

[26] A third degree felony is punishable by imprisonment for up to 5 years and a fine of no more than $5,000. Sections 775.082(3)(e) and 775.083(1)(c), F.S. This felony is unclassified and therefore defaults into Level 1 category in the Offense Severity Ranking Chart for sentencing purposes. Sections 921.0022 and 921.0023(1), F.S.

The bill increases the maximum penalty for violating s. 767.12, F.S., from $500 to $1,000 per violation.

Section 6 amends s. 767.13, F.S., to make grammatical, technical and stylistic improvements.

Section 7 amends s. 767.135, F.S., to make grammatical, technical and stylistic improvements.

Section 8 amends s. 767.136, F.S., to change the elements of the second degree misdemeanor related to an unclassified dog that has caused severe injury or death to a human being. Under current law, the elements of the offense are that a dog has caused severe injury or death to a human, the owner of the dog had knowledge of the dog's dangerous propensities, and that the owner demonstrated a reckless disregard for such propensities under the circumstances. The bill removes the element of reckless disregard and replaces it with a requirement to show that the owner failed to secure the dog in a proper enclosure.

Section 9 provides that the bill is effective July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

An owner of a dog who wishes to keep the dog after a finding that the dog is a dangerous dog will be required to do the following:

- Maintain liability insurance coverage in an amount of at least $100,000.
- Provide a certificate of rabies vaccination for the dog.
- Properly enclose the dog (see requirements for proper enclosure above).
- Permanently identify the dangerous dog through the implantation of a microchip.
- Spay or neuter the dog.

Owners of dangerous and unclassified dogs that cause harm or death to humans or animals may be responsible for paying boarding costs and other fees as may be required during investigation and any appeal should the dog be impounded.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 767.01, 767.10, 767.11, 767.12, 767.13, 767.135, and 767.136.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Judiciary on April 1, 2025:
The amendment removes provisions that would have created a statewide registry of dangerous dogs, creates a third degree felony for the removal of a microchip identifying a dangerous dog, and creates a new notice and signage requirement for a dangerous dog that is placed for adoption.

B. Amendments:

None.

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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Collins) recommended the following:

Senate Amendment (with title amendment)

Delete lines 80 - 326

and insert:

(7) ~~(2)~~ "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(6) ~~(3)~~ "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(5) ~~(4)~~ "Proper enclosure ~~of a dangerous dog~~" means, while

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on the owner's property, a ~~dangerous~~ dog is securely confined:

(a) Indoors;

(b) In a locked, fenced yard, suitable to prevent the entry of young children and designed to prevent the dog from escaping over, under, or through the fence; or

(c) In a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the dog ~~animal~~ from escaping. The ~~Such~~ pen or structure must ~~shall~~ have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and must ~~shall~~ also provide protection from the elements.

(1)~~(5)~~ "Animal control authority" means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this part ~~act~~.

(2)~~(6)~~ "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this part ~~act~~ or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of an ~~any~~ animal.

(4)~~(7)~~ "Owner" means a ~~any~~ person, a firm, a corporation, or an organization possessing, harboring, keeping, or having control or custody of an animal or, if the animal is owned by a

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person ~~under the age of~~ 18 years of age or younger, that person's parent or guardian.

Section 5. Section 767.12, Florida Statutes, is amended to read:

767.12 Classification of dogs as dangerous; owner requirements; penalty ~~certification of registration; notice and hearing requirements; confinement of animal; exemption; appeals; unlawful acts~~.—

(1) An animal control authority shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

(a) An animal that is the subject of a dangerous dog investigation for behavior described in s. 767.11(3)(a) or (c) must ~~because of severe injury to a human being may~~ be immediately confiscated by an animal control authority;~~,~~ placed in quarantine, if necessary, for the proper length of time;~~, or~~ impounded; and held. The animal must ~~may~~ be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal, unless it is determined that the dog is not dangerous.

(b) An animal that is the subject of a dangerous dog

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investigation for behavior described in s. 767.11(3)(b) may be immediately confiscated by an animal control authority; placed in quarantine, if necessary, for the proper length of time; or impounded and held. An animal that ~~which~~ is not impounded with the animal control authority must be ~~humanely and safely~~ confined by the owner in a proper enclosure ~~securely fenced or enclosed area. The animal shall be confined in such manner~~ pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The owner shall provide the address at which the animal resides ~~shall be provided~~ to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or have its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or have its ownership transferred.

(2) A dog may not be declared dangerous if any of the following apply:

(a) The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.

(b) The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control authority shall make an initial determination as to whether there is

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sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty ~~under subsection (5)~~. The animal control authority shall afford the owner an opportunity for a hearing before ~~prior to~~ making a final determination regarding the classification or penalty. The animal control authority shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail or~~,~~ certified hand delivery~~,~~ or service in conformance with the provisions of chapter 48 relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within 7 calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing must ~~shall~~ be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the owner. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the animal control authority as to such matter is ~~shall become~~ final. Each applicable local governing authority shall establish hearing procedures that conform to this subsection.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the animal control authority shall provide a written final order to the owner by registered mail or~~,~~ certified hand delivery or service. The owner may appeal the classification or~~,~~ penalty, or both, to the circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal

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control authority, the owner must confine the dog in a proper enclosure ~~securely fenced or enclosed area~~ pending resolution of the appeal. Each applicable local governing authority must establish appeal procedures that conform to this subsection.

(5)(a) Except as otherwise provided in paragraph (b), the owner of a dog classified as a dangerous dog shall do all of the following:

1. Upon ~~Within 14 days after~~ issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the animal control authority serving the area in which he or she resides, and renew the certificate annually. Animal control authorities may ~~are authorized to~~ issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of all of the following:

a. A current certificate of rabies vaccination for the dog.

b. A proper enclosure to confine the ~~a~~ dangerous dog and the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property.

c. Permanent identification of the dog by~~, such as a tattoo on the inside thigh or electronic~~ implantation of a microchip. Any person who knowingly and willfully removes a microchip implanted pursuant to this sub-subparagraph commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

d. The dog having been spayed or neutered.

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e. Liability insurance as required by subparagraph 2.

The appropriate governmental unit may impose an annual fee for the issuance of certificates of registration required by this section.

2. Upon issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain liability insurance coverage in an amount of at least $100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage to the animal control authority for the area in which the dog is kept.

3. Immediately notify the appropriate animal control authority when the dog:

a. Is loose or unconfined; ~~.~~

b. Has bitten a human being or attacked another animal; ~~.~~

c. Is sold, given away, or dies; or ~~.~~

d. Is moved to another address.

4.a. Before selling or giving away the ~~a~~ dangerous dog ~~is sold or given away~~, ~~the owner shall~~ provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with ~~all of the requirements of~~ this section and any implementing local ordinances, even if the animal is moved from one local jurisdiction to another within this ~~the~~ state, and ~~. The animal control officer~~ must notify the animal control authority ~~be notified by the owner of a dog classified as dangerous~~ that the dog is in the authority's ~~his or her~~ jurisdiction.

b. If the dangerous dog is surrendered to a public or

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private animal shelter, a humane organization, or an animal control agency operated by a humane organization or by a county, municipality, or other incorporated political subdivision, the entity must post signage on the dog's enclosure to inform potential adopters that the dog has been declared dangerous and inform any adopter of the dog owner's requirements under this section.

5.~~3.~~ Not allow ~~permit~~ the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or an animal. The owner may exercise the dog on the owner's property in a proper enclosure ~~securely fenced or enclosed area that does not have a top,~~ without a muzzle or leash~~,~~ if the dog remains within the owner's ~~his or her~~ sight and only members of the immediate household or persons 18 years of age or older, if applicable, are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(b) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials,

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conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(7) A person who violates ~~any provision of~~ this section commits a noncriminal infraction, punishable by a fine not to exceed $1,000 per violation ~~$500~~.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 7 - 30

and insert:

reordering and amending s. 767.11, F.S.; revising definitions; amending s. 767.12, F.S.; requiring, rather than authorizing, that dogs subject to certain dangerous dog investigations be confiscated, impounded, and held; requiring, rather than authorizing, that such dogs be held until the completion of certain actions; revising the circumstances under which an owner is responsible for paying certain costs and fees; requiring that certain dogs not impounded be confined in a proper enclosure by the owner; revising the information that the owner of a dog classified as a dangerous dog is required to provide to an animal control authority; requiring microchipping of a dog classified as a dangerous dog; providing a penalty for knowingly and willfully

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removing a microchip; authorizing animal control authority to issue certain certificates of registration to certain persons if certain conditions have been met, including spaying or neutering the dog; requiring the owner of a dog classified as a dangerous dog to obtain dangerous dog liability insurance coverage; providing requirements for such insurance; requiring an animal shelter or animal control agency operated by a humane society or local government to provide specified information to potential adopters; revising the civil penalty for violations;

By Senator Collins

14-00115-25 2025572__

A bill to be entitled

An act relating to dangerous dogs; providing a short title; amending s. 767.01, F.S.; requiring certain dog owners to securely confine their dogs in a proper enclosure; amending s. 767.10, F.S.; revising legislative findings relating to dangerous dogs; reordering and amending s. 767.11, F.S.; defining the term "department"; revising definitions; amending s. 767.12, F.S.; requiring, rather than authorizing, that dogs subject to certain dangerous dog investigations be confiscated, impounded, and held; requiring, rather than authorizing, that such dogs be held until the completion of certain actions; revising the circumstances under which an owner is responsible for paying certain costs and fees; requiring that certain dogs not impounded be confined in a proper enclosure by the owner; requiring animal control authorities to provide certain information to the Department of Agriculture and Consumer Services and to destroy certain dogs; revising the information that the owner of a dog classified as a dangerous dog is required to provide to an animal control authority; requiring such owner to obtain dangerous dog liability insurance coverage; providing requirements for such insurance; revising the civil penalty for violations; creating s. 767.125, F.S.; requiring the department to create and maintain a statewide Dangerous Dog Registry; providing the purpose of the registry; requiring animal control authorities to provide the department with certain

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

14-00115-25 2025572__

information; requiring the department to adopt rules; amending ss. 767.13 and 767.135, F.S.; making technical changes; conforming provisions to changes made by the act; amending s. 767.136, F.S.; revising the circumstances under which the owner of a dog that has not been declared dangerous is liable for such dog's severe injury to, or the death of, a human; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Pam Rock Act."

Section 2. Section 767.01, Florida Statutes, is amended to read:

767.01 Dog owner's liability for damages to persons, domestic animals, or livestock.—

(1) A dog owner is ~~Owners of dogs shall be~~ liable for any damage done by the owner's dog ~~their dogs~~ to a person or to any animal included in the definitions of "domestic animal" and "livestock" as provided by s. 585.01.

(2) If a dog owner has knowledge of the dog's dangerous propensities, the owner must securely confine the dog in a proper enclosure as defined in s. 767.11.

Section 3. Section 767.10, Florida Statutes, is amended to read:

767.10 Legislative findings.—The Legislature finds that dangerous dogs are an increasingly serious and widespread threat to the safety and welfare of the people of this state because of unprovoked attacks which cause injury to persons and domestic

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

animals; that such attacks are in part attributable to the failure of owners to confine and properly train and control their dogs; that existing laws inadequately address this growing problem; and that it is appropriate and necessary to impose uniform requirements for dog ~~the~~ owners ~~of dangerous dogs~~.

Section 4. Section 767.11, Florida Statutes, is reordered and amended to read:

767.11 Definitions.—As used in this part ~~act~~, unless the context clearly requires otherwise:

(3)~~(1)~~ "Dangerous dog" means a ~~any~~ dog that according to the records of the appropriate authority:

(a) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(b) Has more than once severely injured or killed a domestic animal while off the owner's property; or

(c) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

(4) "Department" means the Department of Agriculture and Consumer Services.

(8)~~(2)~~ "Unprovoked" means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

(7)~~(3)~~ "Severe injury" means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

(6)~~(4)~~ "Proper enclosure ~~of a dangerous dog~~" means, while on the owner's property, a ~~dangerous~~ dog is securely confined:

(a) Indoors;

(b) In a locked, fenced yard, suitable to prevent the entry of young children and designed to prevent the dog from escaping over, under, or through the fence; or

(c) In a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the dog ~~animal~~ from escaping. The ~~Such~~ pen or structure must ~~shall~~ have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure and must ~~shall~~ also provide protection from the elements.

(1)~~(5)~~ "Animal control authority" means an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this part ~~act~~.

(2)~~(6)~~ "Animal control officer" means any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding in the enforcement of this part ~~act~~ or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals and includes any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of an ~~any~~ animal.

(5)~~(7)~~ "Owner" means a ~~any~~ person, a firm, a corporation, or an organization possessing, harboring, keeping, or having

control or custody of an animal or, if the animal is owned by a person ~~under the age of~~ 18 years of age or younger, that person's parent or guardian.

Section 5. Section 767.12, Florida Statutes, is amended to read:

767.12 Classification of dogs as dangerous; owner requirements; penalty ~~certification of registration; notice and hearing requirements; confinement of animal; exemption; appeals; unlawful acts~~.—

(1) An animal control authority shall investigate reported incidents involving any dog that may be dangerous and, if possible, shall interview the owner and require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

(a) An animal that is the subject of a dangerous dog investigation for behavior described in s. 767.11(3)(a) or (c) must ~~because of severe injury to a human being may~~ be immediately confiscated by an animal control authority~~;~~ placed in quarantine, if necessary, for the proper length of time~~; or~~ impounded; and held. The animal must ~~may~~ be held pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If the dog is to be destroyed, the dog may not be destroyed while an appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal pending any hearing or appeal, unless it is determined that the dog is not dangerous.

(b) An animal that is the subject of a dangerous dog investigation for behavior described in s. 767.11(3)(b) may be immediately confiscated by an animal control authority; placed in quarantine, if necessary, for the proper length of time; or impounded and held. An animal that ~~which~~ is not impounded with the animal control authority must be ~~humanely and safely~~ confined by the owner in a proper enclosure ~~securely fenced or enclosed area. The animal shall be confined in such manner~~ pending the outcome of the investigation and the resolution of any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. The owner shall provide the address at which the animal resides ~~shall be provided~~ to the animal control authority. A dog that is the subject of a dangerous dog investigation may not be relocated or have its ownership transferred pending the outcome of the investigation and any hearings or appeals related to the dangerous dog classification or any penalty imposed under this section. If a dog is to be destroyed, the dog may not be relocated or have its ownership transferred.

(2) A dog may not be declared dangerous if any of the following apply:

(a) The threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member.

(b) The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(3) After the investigation, the animal control authority

shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty ~~under subsection (5)~~. The animal control authority shall afford the owner an opportunity for a hearing before ~~prior to~~ making a final determination regarding the classification or penalty. The animal control authority shall provide written notification of the sufficient cause finding and proposed penalty to the owner by registered mail or~~,~~ certified hand delivery~~,~~ or service in conformance with the provisions of chapter 48 relating to service of process. The owner may file a written request for a hearing regarding the dangerous dog classification, penalty, or both, within 7 calendar days after receipt of the notification of the sufficient cause finding and proposed penalty. If the owner requests a hearing, the hearing must ~~shall~~ be held as soon as possible, but not later than 21 calendar days and not sooner than 5 days after receipt of the request from the owner. If a hearing is not timely requested regarding the dangerous dog classification or proposed penalty, the determination of the animal control authority as to such matter is ~~shall become~~ final. Each applicable local governing authority shall establish hearing procedures that conform to this subsection.

(4) Upon a dangerous dog classification and penalty becoming final after a hearing or by operation of law pursuant to subsection (3), the animal control authority shall do all of the following:

(a) Provide a written final order to the owner by registered mail or~~,~~ certified hand delivery or service. The owner may appeal the classification or~~,~~ penalty, or both, to the

circuit court in accordance with the Florida Rules of Appellate Procedure after receipt of the final order. If the dog is not held by the animal control authority, the owner must confine the dog in a proper enclosure ~~securely fenced or enclosed area~~ pending resolution of the appeal. Each applicable local governing authority must establish appeal procedures that conform to this paragraph ~~subsection~~.

(b) Provide the information required by s. 767.125(2) to the department for the dangerous dog's inclusion in the statewide Dangerous Dog Registry.

(c) If the dog is classified as a dangerous dog due to an incident that caused severe injury to a human being, destroy the dog in an expeditious and humane manner.

(5)~~(a)~~ Except as otherwise provided in paragraph (4)(c)~~(b)~~, the owner of a dog classified as a dangerous dog shall do all of the following:

(a)~~1.~~ Upon ~~Within 14 days after~~ issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain a certificate of registration for the dog from the animal control authority serving the area in which he or she resides, and renew the certificate annually. Animal control authorities may ~~are authorized to~~ issue such certificates of registration, and renewals thereof, only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of all of the following:

1.~~a.~~ A current certificate of rabies vaccination for the dog.

2.~~b.~~ A proper enclosure to confine the ~~a~~ dangerous dog and

the posting of the premises with a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property.

3.~~c.~~ Permanent identification ~~of the dog~~, such as a tattoo on the inside thigh of the dog or ~~electronic~~ implantation of a microchip.

4. The dog having been spayed or neutered.

5. Liability insurance as required by paragraph (b).

The appropriate governmental unit may impose an annual fee for the issuance of certificates of registration required by this section.

(b) Upon issuance of the final order classifying the dog as dangerous or the conclusion of any appeal that affirms such final order, obtain liability insurance coverage in an amount of at least $100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage to the animal control authority for the area in which the dog is kept.

(c)~~2.~~ Immediately notify the appropriate animal control authority when the dog:

1.~~a.~~ Is loose or unconfined;~~.~~

2.~~b.~~ Has bitten a human being or attacked another animal;~~.~~

3.~~c.~~ Is sold, given away, or dies; or~~.~~

4.~~d.~~ Is moved to another address.

(d) Before selling or giving away the ~~a~~ dangerous dog ~~is sold or given away~~, ~~the owner shall~~ provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with ~~all of the~~

~~requirements of~~ this section and any implementing local ordinances, even if the animal is moved from one local jurisdiction to another within this ~~the~~ state, and~~. The animal control officer~~ must notify the animal control authority ~~be notified by the owner of a dog classified as dangerous~~ that the dog is in the authority's ~~his or her~~ jurisdiction.

(e)~~3.~~ Not allow ~~permit~~ the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting a person or an animal. The owner may exercise the dog on the owner's property in a proper enclosure ~~securely fenced or enclosed area that does not have a top,~~ without a muzzle or leash~~,~~ if the dog remains within the owner's ~~his or her~~ sight and only members of the immediate household or persons 18 years of age or older, if applicable, are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

~~(b) If a dog is classified as a dangerous dog due to an incident that causes severe injury to a human being, based upon the nature and circumstances of the injury and the likelihood of a future threat to the public safety, health, and welfare, the dog may be destroyed in an expeditious and humane manner.~~

(6) Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and

herding trials are exempt from this section when engaged in any legal procedures. However, such dogs at all other times in all other respects are subject to this and local laws. Dogs that have been classified as dangerous may not be used for hunting purposes.

(7) A person who violates ~~any provision of~~ this section commits a noncriminal infraction, punishable by a fine not to exceed $1,000 per violation ~~$500~~.

Section 6. Section 767.125, Florida Statutes, is created to read:

767.125 Statewide Dangerous Dog Registry.—

(1) The department shall create and maintain a statewide Dangerous Dog Registry that provides the public with a searchable online statewide database of dogs that have been declared dangerous by local animal control authorities.

(2) Each animal control authority shall, at a minimum, report all of the following information regarding a dangerous dog within its jurisdiction to the department for inclusion in the registry:

(a) A current certificate of rabies vaccination for the dog.

(b) Evidence of a proper enclosure within which the dangerous dog will be confined and of the posting on the premises of a clearly visible warning sign at all entry points which informs both children and adults of the presence of a dangerous dog on the property.

(c) Evidence of permanent identification, such as a tattoo on the inside thigh of the dog or implantation of a microchip.

(d) Evidence of the dog having been spayed or neutered.

(e) Evidence that the owner has obtained the required liability insurance.

(f) The dog's name and a photograph of the dog.

(g) The county in which the dog is located.

(h) The owner's name and address.

(3) The department shall adopt rules to administer this section.

Section 7. Subsections (1) and (2) of section 767.13, Florida Statutes, are amended to read:

767.13 Attack or bite by dangerous dog; penalties; confiscation; destruction.—

(1) If a dog that has previously been declared dangerous attacks or bites a person or a domestic animal without provocation, the owner commits ~~is guilty of~~ a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. ~~In addition,~~ The dangerous dog must ~~shall~~ be immediately confiscated by an animal control authority~~;~~ placed in quarantine, if necessary, for the proper length of time~~;~~ ~~, or~~ impounded; and held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. ~~This 10-day time period shall allow~~ The owner may ~~to~~ request a hearing under s. 767.12 during the 10 business days after such notification. The owner is ~~shall be~~ responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

(2) If a dog that has previously been declared dangerous attacks and causes severe injury to or death of any human, the owner commits ~~is guilty of~~ a felony of the third degree,

punishable as provided in s. 775.082, s. 775.083, or s. 775.084. ~~In addition,~~ The dog must ~~shall~~ be immediately confiscated by an animal control authority~~,~~; placed in quarantine, if necessary, for the proper length of time; impounded; and ~~or~~ held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. ~~This 10-day time period shall allow~~ The owner may ~~to~~ request a hearing under s. 767.12 during the 10 business days after such notification. The owner is ~~shall be~~ responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any appeal procedure.

Section 8. Section 767.135, Florida Statutes, is amended to read:

767.135 Attack or bite by unclassified dog that causes death; confiscation; destruction.—If a dog that has not been declared dangerous attacks and causes the death of a human, the dog must ~~shall~~ be immediately confiscated by an animal control authority~~,~~; placed in quarantine, if necessary, for the proper length of time; impounded; and ~~or~~ held for 10 business days after the owner is given written notification under s. 767.12, and thereafter destroyed in an expeditious and humane manner. ~~This 10-day time period shall allow~~ The owner may ~~to~~ request a hearing under s. 767.12 during the 10 business days after such notification. If the owner files a written appeal under s. 767.12 or this section, the dog must be held and may not be destroyed while the appeal is pending. The owner is responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal during any

appeal procedure.

Section 9. Subsection (1) of section 767.136, Florida Statutes, is amended to read:

767.136 Attack or bite by unclassified dog that causes severe injury or death; penalties.—

(1) If a dog that has not been declared dangerous attacks and causes severe injury to, or the death of, a human, and the owner of the dog had knowledge of the dog's dangerous propensities, yet failed to secure the dog in a proper enclosure pursuant to s. 767.01(2) ~~demonstrated a reckless disregard for such propensities under the circumstances~~, the owner of the dog commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Section 10. This act shall take effect July 1, 2025.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 5, 2025

I respectfully request that **Senate Bill #572**, relating to Dangerous Dogs, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Senator Jay Collins
Florida Senate, District 14

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

Judiciary
Committee

SB 572
Bill Number or Topic

Amendment Barcode (if applicable)

Name Tom Rock

Phone (210) 381-2682

Address 973 Harbor Town Dr
Street

Email tomrock5@icloud.com

Venice FL 34292
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-01-2025
Meeting Date

Judiciary
Committee

572 SB
Bill Number or Topic

Amendment Barcode (if applicable)

Name DANIEL ROCK Phone 727-777-0653

Address 6439 CARDINAL Crest DR Email daniel.rock@yahoo.com
Street

New Port Richey FL. 34655
City State Zip

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [ ] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[✓] I am appearing without compensation or sponsorship.

[ ] I am a registered lobbyist, representing:

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

JUDICIARY
Committee

SB 572
Bill Number or Topic

Amendment Barcode (if applicable)

Name FRED J. ROCK

Phone 813-625-7245

Address 8705 COBBLESTONE DR.
Street

TAMPA FL 33615
City State Zip

Email fredjrock@gmail.com

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/01/2025
Meeting Date

Judiciary
Committee

SB 0572
Bill Number or Topic

Amendment Barcode (if applicable)

Name Molly Hudson for Volusia Sheriffs Office

Phone (386) 214-5536

Address 123 W. Indiana Ave.
Street

Email mhudson@volusiasheriff.gov

DeLand Fl. 32720
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Volusia Sheriffs Office

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	SB 724
INTRODUCER:	Senator Martin and Senator Leek
SUBJECT:	Property Owner Liability
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Bond	Cibula	JU	**Favorable**
2.			BI	
3.			RC	

I. Summary:

SB 724 creates the Fallen Tree Act. It provides that the owner of real property is liable for any damage to a neighboring property caused by a tree or shrub growing on the real property. The Act also allows any real property owner to remove a tree or shrub located on the property line after notice to the neighbors. The bill changes the current law by which a landowner is generally not liable for damage to neighboring properties caused by vegetation that appears healthy. The bill does not apply to the owner of a parcel greater than 5 acres.

The bill is effective July 1, 2025.

II. Present Situation:

Liability for Damages Caused by Falling Trees and Limbs

The Florida Statutes do not specify who is financially responsible for damages caused by a tree or other vegetation growing into or falling onto a neighbor's property. Accordingly, the common law applies.[1] There is no specific case describing Florida common law on liability for damages resulting from a tree falling.[2] It appears that ordinary negligence law applies.

It is generally thought that a homeowner whose property is damaged by a neighbor's tree or limb falling on the property must show that the neighbor knew or should have known that the tree or limb was dead, dying, or otherwise exhibiting signs that it was in danger of falling. If an apparently healthy tree or limb falls, it is generally considered an Act of God which does not

[1] Section 2.01, F.S.

[2] Michael T. Olexa, Jeffrey W. Treese II, and Christopher A. Hill, *Handbook of Florida Fence and Property Law: Trees and Landowner Responsibility*, https://edis.ifas.ufl.edu/publication/FE962 (last visited Mar. 28, 2025).

give rise to a negligence claim.[3] This is commonly referred to as the "Massachusetts Rule." A leading home insurer provides this guidance:

> Q: What happens if the tree was on my neighbor's property?
> A: If your home is damaged by your neighbor's tree because of wind, homeowners insurance may help pay to repair the damage to your house (or other structure, if the tree falls on your fence, for example).
>
> Q: Am I responsible if a tree from my property damages my neighbor's property?
> A: You're typically only considered responsible if neglect on your part was a contributing factor to the tree's demise. If not — say a storm knocked your healthy tree onto your neighbor's house — your neighbor will likely have to file a claim through his or her own insurance.[4]

Liability for Damages Caused by Encroachment of Roots

A landowner is not liable for damages caused by encroachment of roots onto a neighboring property. The common law regarding roots and branches that grow over the property line is:

> [A landowner] is not liable to persons outside the land for a nuisance resulting from trees and natural vegetation growing on the land. The adjoining property owner to such a nuisance, however, is privileged to trim back, at the adjoining owner's own expense, any encroaching tree roots or branches and other vegetation which has grown onto his property.[5]

Removal of Healthy Tree on Boundary Line

The removal of a tree on a boundary line by one landowner without the consent or authorization of the adjoining landowner may result in liability for the "reduction in value of the land resulting from removal of the tree," as well as for the "loss of the ornamental value and creature comforts provided by the tree."[6] In a leading case, a tree was located on the boundary line. One landowner was a police officer who worked night shifts and regularly had to sleep during the day. The tree shaded and cooled his bedroom during the afternoon. The neighbor removed the tree, and thereafter he had trouble sleeping. The court said:

> An owner of real estate has a right to enjoy it according to his own taste and wishes, and the arrangement of buildings, shade trees, fruit trees, and the like may be very important to him, may be the result of large expense, and the modification thereof may be an injury to his convenience and comfort in the use of his premises which fairly ought to be substantially compensated, and yet the arrangement so selected

---

[3] See, *Rubin v. Appel*, 194 So. 2d 318, 319 (Fla. 3rd DCA 1967).
[4] Allstate, *If a fallen tree damages my house, does homeowners insurance cover it?*, https://www.allstate.com/resources/home-insurance/tree-falls-house-damage (last visited Mar. 27, 2025).
[5] *Scott v. McCarty*, 41 So. 3d 989, 989 (Fla. 4th DCA 2010) (citing *Gallo v. Heller*, 512 So.2d 215, 216 (Fla. 3d DCA 1987)); see also *Balzer v. Ryan*, 263 So.3d 189 (Fla. 1st DCA 2018).
[6] Olexa, Van Treese II, and Hill, *Handbook of Florida Fence and Property Law: Trees and Landowner Responsibility*, *supra* note 2; *Elowsky v. Gulf Power Co.*, 172 So.2d 643, 645 (Fla. 1st DCA 1965).

> by him might be no considerable enhancement of the sale value of the premises, it might not meet the taste of others, and the disturbance of that arrangement, therefore, might not impair the general market value . . . .[7]

III. Effect of Proposed Changes:

The bill creates the "Fallen Tree Act." The bill makes the following legislative findings:

> The Legislature finds that trees and shrubs, and the branches thereof, may cause damage to property when they grow or fall and that such damage is costly to property owners. The Legislature further finds that Florida's population growth over the past half century has largely been located in neighborhoods with residences located on small lots with trees and shrubs that grow precariously close to property lines, with branches or roots encroaching over and under structures on neighboring properties or hanging close enough to cause damage to such properties should such trees or shrubs, or branches thereof, fall.
>
> The Legislature finds that currently, under the "Massachusetts Rule," Florida property owners are permitted to use self-help to eliminate branches and roots that encroach over their property line. However, owners of property located within a zone of danger of a fallen tree or shrub growing on another's property are not permitted to maintain or remove the vegetation on another's property without that owner's permission.
>
> The Legislature finds that property owners who suffer damage when neighbors' trees or shrubs fall are responsible for repairing such damage, which can cause their insurance premiums to rise or insurance companies to cancel their policies, and that the property owner whose trees or shrubs create such damage is not liable for the damage, absent a showing of negligence on his or her part.
>
> The purpose of this act is to protect property owners from bearing the burden of responsibility when they suffer damage to their property caused by trees or shrubs located on neighboring property.

The bill provides that an owner of real property is strictly liable for damages caused by a tree or shrub falling onto or growing onto a neighboring property. The bill codifies and preserves the right of a landowner to trim or cut branches or roots of a neighbor's tree or shrub that cross into the landowner's property.

Where a tree or shrub is growing on two or more parcels, any of the real property owners that the tree or shrub is growing on may remove the tree or shrub at the owner's expense, provided that the property owner first give 30 days written notice to the neighbors. The notice must be posted on a prominent spot nearby and must be mailed by certified mail to all other property owners.

The Act does not apply to a property owner of a parcel greater than 5 acres.

---

[7] *Elowsky* at 645.

The bill is effective July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may have the effect of a decrease in claims by insureds on their own policies, together with a similar corresponding increase in negligence claims against neighbors. The net fiscal effect on homeowners' insurance companies, and rates, is likely to be none.

The bill may incentivize the removal of healthy trees that are currently left alone. This may lead to increased revenues for tree companies and increased expenses to homeowners. Moreover, insurance rates may increase for properties having trees near structures on adjacent properties.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill creates section 768.396 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By Senator Martin

33-00153A-25 2025724__

A bill to be entitled

An act relating to property owner liability; creating s. 768.396, F.S.; providing a short title; providing legislative findings and purpose; providing that a property owner is liable for damages caused by trees or shrubs located on his or her property when they fall on another's property; providing applicability; providing that trees and shrubs located on two or more parcels may be removed by any of the property owners after serving proper notice and posting on the other parcels; providing an exception; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 768.396, Florida Statutes, is created to read:

768.396 Trees, shrubs, or branches.—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Fallen Tree Act."

(2) LEGISLATIVE FINDINGS AND PURPOSE.—

(a) The Legislature finds that trees and shrubs, and the branches thereof, may cause damage to property when they grow or fall and that such damage is costly to property owners. The Legislature further finds that Florida's population growth over the past half century has largely been located in neighborhoods with residences located on small lots with trees and shrubs that grow precariously close to property lines, with branches or roots encroaching over and under structures on neighboring

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

33-00153A-25 2025724__

properties or hanging close enough to cause damage to such properties should such trees or shrubs, or branches thereof, fall.

(b) The Legislature finds that currently, under the "Massachusetts Rule," Florida property owners are permitted to use self-help to eliminate branches and roots that encroach over their property line. However, owners of property located within a zone of danger of a fallen tree or shrub growing on another's property are not permitted to maintain or remove the vegetation on another's property without that owner's permission.

(c) The Legislature finds that property owners who suffer damage when neighbors' trees or shrubs fall are responsible for repairing such damage, which can cause their insurance premiums to rise or insurance companies to cancel their policies, and that the property owner whose trees or shrubs create such damage is not liable for the damage, absent a showing of negligence on his or her part.

(d) The purpose of this act is to protect property owners from bearing the burden of responsibility when they suffer damage to their property caused by trees or shrubs located on neighboring property.

(3) TREES OR SHRUBS, OR BRANCHES THEREOF; LIABILITY.—A property owner on whose property a tree or shrub is located is liable for any damages to neighboring properties caused by the tree or shrub, or the branches thereof. For the purposes of this section, the location where the tree or shrub is or was rooted in the ground determines ownership of such tree or shrub and the branches thereof.

(a) This section does not limit the ability of a property

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owner to use self-help to remove or sever the branches or roots of a tree or a shrub that grows over, onto, or under their own property.

(b) Trees and shrubs growing on two or more parcels may be removed by any of the property owners after 30 days' written notice has been provided to the other property owners through certified mail and posting on a prominent location on the other parcels.

(c) This section does not apply to a property owner of a parcel that is greater than 5 acres in area in which a tree or a shrub is located.

Section 2. This act shall take effect July 1, 2025.

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THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Criminal Justice, *Chair*
Appropriations Committee on Criminal and Civil Justice, *Chair*
Appropriations
Appropriations Committee on Transportation, Tourism, and Economic Development
Banking and Insurance
Rules
Transportation

SENATOR JONATHAN MARTIN
33rd District

March 3, 2025

Chair Clay Yarborough
Committee on Judiciary
515 Knott Building
404 South Monroe Street
Tallahassee, FL 32399

RE: SB 724: Property Owner Liability

Dear Chair Yarborough:

Please allow this letter to serve as my respectful request to place SB 724, relating to Property Owner Liability, on the next committee agenda.

SB 724 provides that a property owner is liable for damages caused by trees or shrubs located on his or her property.

Your kind consideration of this request is greatly appreciated. Please feel free to contact my office for any additional information.

Sincerely,

Jonathan Martin
Senate District 33

REPLY TO:
❒ 2000 Main Street, Suite 401, Fort Myers, Florida 33901 (239) 338-2570
❒ 311 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5033

Senate's Website: *www.flsenate.gov*

BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

Judiciary
Committee

724
Bill Number or Topic

Amendment Barcode (if applicable)

Name George Feijoo ("Fay-Jew") Phone (305) 720 7099

Address 108 S. Monroe St. Email grfeijoo@flapartners.com
Street

Tallahassee FL 32301
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
Florida Insurance Council

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 724
Bill Number or Topic

—
Amendment Barcode (if applicable)

Name Eric DeCampos

Phone 847-909-7104

Address 1515 W. 22nd St. Ste 1300W
Street

Email edecampos@nicb.org

Oak Brook IL 60523
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

National Insurance Crime Bureau

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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04/1/2025	SPB 559
Meeting Date	Bill Number or Topic
Judiciary Committee	Senate SB S724
Committee	Amendment Barcode (if applicable)

Name JACK G RICH Phone 850-893-1095

Address 825-A LAKE RIDGE DR Email SOUTHERNPINE@Comcast.net

Street

TALLAHASSEE FL 32312

City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

committee of one

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-1-25
Meeting Date

Judiciary
Committee

724
Bill Number or Topic

Amendment Barcode (if applicable)

Name Travis Moore

Phone 727.421.6902

Address P.O. Box 2020
Street

Email travis@moore-relations.com

St. Petersburg FL 34731
City State Zip

Speaking: ☐ For ☐ Against ☑ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Community Associations Institute

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/CS/SB 768
INTRODUCER:	Judiciary Committee; Health Policy Committee; and Senator Calatayud
SUBJECT:	Controlling Business Interests by Persons with Ties to Foreign Countries of Concern
DATE:	April 2, 2025 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Smith	Brown	HP	**Fav/CS**
2.	Collazo	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 768 relaxes the duty that health care providers have to avoid prohibited business relationships with foreign countries of concern or a scrutinized company as a condition of licensure with the Agency for Health Care Administration. Foreign countries of concern include China, Russia, Iran, North Korea, Cuba, the Venezuelan regime of Nicolas Maduro, and Syria. Scrutinized companies may include those that boycott Israel or have prohibited operations in Cuba, Iran, Sudan, or Syria.

Under existing law, a health care provider must ensure that a person or entity who possesses a controlling interest in the heath care provider does not "directly or indirectly" hold a prohibited business relationship. Under the bill, a health care provider must only ensure that a person or entity having a controlling interest does not "directly" have a prohibited business relationship; a licensee is no longer responsible for indirect relationships between one having a controlling interest in it and a foreign country of concern or a scrutinized company.

The bill takes effect July 1, 2025.

II. Present Situation:

Health Care Licensing Procedures Act

The Health Care Licensing Procedures Act[1] provides a streamlined and consistent set of basic licensing requirements for health care providers, including the 49,823 health care providers that are currently licensed, registered, or certified by the Florida Agency for Health Care Administration (AHCA) as of February 21, 2025.[2]

The Act is intended to minimize confusion, standardize terminology, and include issues that are not otherwise addressed in state law pertaining to specific providers.[3] Among other things, it provides certain minimum licensure requirements that applicants must satisfy to obtain and maintain a license.[4] The issuance of a license is not a contract or an agreement between the state and the licensee,[5] but rather a privilege that is granted by the state based upon the licensee complying with licensure and certification requirements.[6]

Minimum Licensure Requirements; An Act Relating to the Interests of Foreign Countries

On July 1, 2023, Senate Bill 264 (2023), relating to the Interests of Foreign Countries, became effective, creating additional minimum licensure requirements for health care providers.[7]

One such additional requirement[8] requires a licensee to ensure that a person or entity possessing a *controlling interest* in the licensee does not also hold, either directly or indirectly, regardless of ownership structure, an *interest* in an entity that has a business relationship with a foreign country of concern or that is subject to the statute prohibiting contracting with scrutinized companies.[9]

In connection with this additional requirement, the term "controlling interest" means:

- The applicant or licensee;
- A person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the applicant or licensee; or

[1] Chapter 408, Part II, F.S.; *see also* s. 408.801(1), F.S. (providing the short title).
[2] Section 408.801(2), F.S.; Agency for Health Care Administration (AHCA), *Senate Bill 768 Legislative Analysis* (Feb. 19, 2025) (on file with the Senate Committee on Health Policy). The act applies to following providers: laboratories authorized to perform testing under the Drug-Free Workplace Act, birth centers, abortion clinics, crisis stabilization units, short-term residential treatment facilities, residential treatment facilities, residential treatment centers for children and adolescents, hospitals, ambulatory surgical centers, nursing homes, assisted living facilities, home health agencies, nurse registries, companion services or homemaker services providers, adult day care centers, hospices, adult family-care homes, homes for special services, transitional living facilities, prescribed pediatric extended care centers, home medical equipment providers, intermediate care facilities for persons with developmental disabilities, health care services pools, health care clinics, organ tissue and eye procurement organizations. Section 408.802, F.S.
[3] Section 408.801(2), F.S.
[4] *See generally* s. 408.810, F.S. (specifying minimum licensure requirements).
[5] *Senate Bill 768 Legislative Analysis, supra* note 3, at 2.
[6] *Id*.
[7] Chapter 2023-22, s. 10, Laws of Fla.
[8] Section 408.810(15), F.S.
[9] Section 287.135, F.S.

- A person or entity that serves as an officer of, is on the board of directors of, or has a 5-percent or greater ownership interest in the management company or other entity, related or unrelated, with which the applicant or licensee contracts to manage the provider.[10]

Additionally:

- "Business relationship" means engaging in commerce in any form, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.[11]
- "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.[12]
- "Interest" means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.[13]

According to AHCA, the onus is on the licensee to ensure that no business relationship exists with foreign countries of concern, or that is subject to the statute prohibiting contracting with scrutinized companies.[14] Pursuant to the statute outlining the license application process for the Act, proof of compliance with the controlling interest requirement must be submitted with any application for licensure or licensure renewal.[15]

In practice, AHCA verifies the background screening of individuals possessing a controlling interest (generally 5 percent or more) in the licensee if their names are listed on the application.[16] However, some business entities having a controlling interest in a licensee have chosen to not name or disclose individuals. AHCA reports that aside from the application process, there is no mechanism by which its staff can verify whether the controlling interest requirement has been satisfied.[17] AHCA also notes that it is a registered user of the SAVE Program of the U.S. Department of Homeland Security[18] and can determine the status of nonimmigrant aliens

[10] Section 408.803(7), F.S. The term does not include a voluntary board member. *Id.*
[11] Section 408.810(15)(b)1., F.S.
[12] Section 408.810(15)(b)2., F.S. (incorporating by reference the definition of same in s. 692.201(3), F.S).
[13] Section 408.810(15)(b)3., F.S. (incorporating by reference the definition of same in s. 286.101(1)(g), F.S.).
[14] *Senate Bill 768 Legislative Analysis*, *supra* note 3, at 2.
[15] Section 408.806(5), F.S.
[16] Section 408.809(1)(d), F.S.
[17] *Senate Bill 768 Legislative Analysis*, *supra* note 3, at 2.
[18] SAVE is an online service for registered federal, state, territorial, tribal, and local government agencies to verify immigration status and naturalized/acquired U.S. citizenship of applicants seeking benefits or licenses. United States Department of Homeland Security, *SAVE*, available at https://www.uscis.gov/save (last visited Mar. 21, 2025).

possessing controlling interests in home health agencies, home medical equipment providers, and health care clinics.[19]

III. Effect of Proposed Changes:

The bill amends s. 408.810, F.S., which regulates the minimum licensure requirements of health care providers, to make it easier for licensees to demonstrate, under subsection (15) of the statute, that persons or entities possessing a controlling interest in them do not have a forbidden business relationship with a foreign country of concern or a scrutinized company.

Specifically, the bill revises the definition of "business relationship" in the subsection, to eliminate the concept of engaging in "any other apparatus of business or commerce" from the definition. The bill also:

- Revises the subsection so that licensees no longer must demonstrate that a person or entity possessing an *indirect* controlling interest has complied with the subsection.
- Defines the term "foreign country of concern" consistent with existing law,[20] except for excluding the phrase "or any other entity of significant control of" from the definition.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

[19] *Senate Bill 768 Legislative Analysis, supra* note 3, at 2.

[20] Under existing law, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Section 692.201(3), F.S.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

It is possible that changes made by the bill, which ease minimum licensure requirements, could encourage additional health care providers to seek licensure and provide health care services in this state.

C. Government Sector Impact:

AHCA expects this bill to have no fiscal impact on the agency.[21]

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends section 408.810 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Judiciary on April 1, 2025:
The committee substitute restores the requirement that licensees "ensure," not just "make reasonable efforts to ensure," that persons or entities possessing a direct controlling interest in the licensee do not also hold an interest in an entity having a forbidden business relationship with a foreign country of concern or a scrutinized company. A licensee is no longer responsible for indirect relationships between one having a controlling interest in it and a foreign country of concern or a scrutinized company.

CS by Health Policy on March 18, 2025:
The committee substitute revises the application of the requirement in the underlying bill that a licensee must make a reasonable effort to ensure that a person or entity that possesses a "controlling interest" (as defined in the underlying bill) does not have a specified business relationship. Instead, the CS requires the licensee to ensure that a person or entity that possesses a *direct* controlling interest does not have such a

[21] *Senate Bill 768 Legislative Analysis*, *supra* note 3, at 3-4.

relationship. It also deletes the definition of "controlling interest" which is already defined for the chapter in current law.

The underlying bill required the licensee to ensure that such a person or entity does not directly or indirectly hold a specified business relationship. The CS removes "indirectly" and requires the licensee to ensure that such a person or entity does not directly hold such a relationship.

The CS removes the concept of engaging in "any other apparatus of business or commerce" from the definition of "business relationship," for purposes of the bill's overall requirement.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

318358

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
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	.	
	.	

The Committee on Judiciary (Calatayud) recommended the following:

Senate Amendment

Delete line 20
and insert:
(15)(a) The licensee must ensure

By the Committee on Health Policy; and Senator Calatayud

588-02569-25 2025768c1

A bill to be entitled

An act relating to controlling business interests by persons with ties to foreign countries of concern; amending s. 408.810, F.S.; revising minimum health care provider licensure requirements relating to persons or entities possessing a specified controlling interest in the licensee; revising the definition of the terms "business relationship" and "foreign country of concern"; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (15) of section 408.810, Florida Statutes, is amended to read:

408.810 Minimum licensure requirements.—In addition to the licensure requirements specified in this part, authorizing statutes, and applicable rules, each applicant and licensee must comply with the requirements of this section in order to obtain and maintain a license.

(15)(a) The licensee must make reasonable efforts to ensure that a person or an entity that ~~who~~ possesses a direct controlling interest does not directly hold~~, either directly or indirectly~~, regardless of ownership structure, an interest in an entity that has a business relationship with a foreign country of concern or that is subject to s. 287.135.

(b) For purposes of this subsection, the term:

1. "Business relationship" means engaging in commerce in any form, including~~, but not limited to,~~ acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating

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588-02569-25 2025768c1

equipment, facilities, personnel, products, services, personal property, real property, or military equipment~~, or any other apparatus of business or commerce~~.

2. "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of such foreign country of concern ~~has the same meaning as in s. 692.201~~.

3. "Interest" has the same meaning as in s. 286.101(1).

Section 2. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 18th, 2025

I respectfully request that **Senate Bill #768**, relating to Controlling Business Interests by Persons with Ties to Foreign Countries of Concern, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Alexis Calatayud

Senator Alexis Calatayud
Florida Senate, District 38

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

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4-1-25
Meeting Date

JUDICIARY
Committee

SB 768
Bill Number or Topic

Amendment Barcode (if applicable)

Name STEVEN GRIGAS Phone (850) 228-8244

Address AKERMAN LLP, 201 E. PARK AVE., #300 Email steven.grigas@akerman.com
Street

TALLAHASSEE FL 32301
City *State* *Zip*

Speaking: ☐ For ☐ Against ☑ Information **OR** Waive Speaking: ☑ In Support ☐ Against

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This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/CS/SB 784
INTRODUCER:	Judiciary Committee; Community Affairs Committee; and Senator Ingoglia
SUBJECT:	Platting
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Fav/CS**
2.	Collazo	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 784 amends state law in connection with how local governments review and approve plats. The bill requires local governments to review and approve plat and replat submittals administratively, using one or more designees and within certain timeframes specified in the bill.

The bill takes effect July 1, 2025.

II. Present Situation:

Platting

In Florida law, a "plat" is a map or delineated representation of the subdivision of lands. It is a complete and exact representation of the subdivision and other information, in compliance with state law and any local ordinances.[1] Generally, platting is required whenever a developer wishes to subdivide a large piece of property into smaller parcels and tracts. These smaller areas become the residential lots, streets, and parks of a new residential subdivision.[2]

[1] Section 177.031(14), F.S.

[2] Harry W. Carls, Florida Condo & HOA Law Blog, *Why is a Plat so Important?* (May 17, 2018), https://www.floridacondohoalawblog.com/2018/05/17/why-is-a-plat-so-important/.

State law establishes consistent minimum requirements for the platting of lands but also authorizes local governments to regulate and control platting.[3] Prior to local government approval, the plat must be reviewed for conformity with state and local law and sealed by a professional surveyor and mapper employed by the local government.[4]

Before recording a plat, it must be approved by the appropriate local government, and evidence of the approval must be placed on the plat. If the plat is not approved, the local government must return the plat to the professional surveyor and mapper or the legal entity offering the plat for recordation.[5]

Jurisdiction over plat review and approval is as follows:

- When the plat to be submitted for approval is located entirely within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat.
- When the plat lies entirely within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat.
- When the plat lies within the boundaries of more than one governing body, two plats must be prepared and each governing body has exclusive jurisdiction to approve the plat within its own boundaries, unless both governing bodies having jurisdiction agree that one plat is acceptable.[6]

To be recorded, every subdivision plat must include, in addition to other information required by statute, the following information:

- The name of the plat in bold legible letters. Each sheet of the plat must show the name of the subdivision, the professional surveyor and mapper or legal entity, and street and mailing address information.[7]
- The section, township, and range immediately under the name of the plat on each sheet included, along with the name of the city, town, village, county, and state in which the land being platted is situated.[8]
- The dedications and approvals prepared by the surveyor and mapper and the local government, as well as the circuit court clerk's certificate and the professional surveyor and mapper's seal and statement.[9]
- All section lines and quarter section lines occurring within the subdivision. If the description is by metes and bounds, all information called for, such as the point of commencement, course bearings and distances, and the point of beginning. If the platted lands are in a land grant or are not included in the subdivision of government surveys, then the boundaries must be defined by metes and bounds and courses.[10]
- The location, width, and names of all streets, waterways, or other rights-of-way.[11]

[3] Section 177.011, F.S.
[4] Section 177.081(1), F.S.
[5] Section 177.071(1) F.S.
[6] *Id.*
[7] Section 177.091(5), F.S.
[8] Section 177.091(10), F.S.
[9] Section 177.091(12)-(13), F.S.
[10] Section 177.091(14), F.S.
[11] Section 177.091(15), F.S.

- The location and width of proposed easements and existing easements identified in the title opinion or property information report. All easements and their intended uses must be shown on the face of the plat or indicated in the notes or legend.[12]
- All lots numbered either by progressive numbers or, if in blocks, progressively numbered in each block. Blocks must also be progressively numbered or lettered, except that blocks in numbered additions bearing the same name may be numbered consecutively throughout the several additions.[13]
- The survey data needed to positively describe the bounds of every lot, block, street easement, and all other areas shown on the plat.[14]
- All designated park and recreation parcels.[15]
- All interior parcels excepted from the plat, clearly indicated and labeled as "Not a part of this plat."[16]
- The purpose of all dedicated areas, clearly indicated or stated on the plat.[17]
- All platted utility easements, which must provide that such easements are also easements for the construction, installation, maintenance, and operation of cable television services; however, the construction, installation, maintenance, and operation of cable television services may not interfere with the facilities and services of an electric, telephone, gas, or other public utility.[18]

III. Effect of Proposed Changes:

The bill amends state law in connection with how local governments review and approve plats.

Specifically, the bill amends s. 177.071, F.S., to require local governments to review and approve plats or replat submittals administratively, using one or more designees, and within 15 days after receipt of the submittal.

Under the bill, the designee or designees must review the plat or replat submittal for compliance with the minimum platting requirements in state law.[19] If the submittal fails to comply with state law, the designee or designees must then provide written comments specifying the areas of noncompliance to the applicant within the 15-day review period.

Ultimately, the submittal must be approved, approved with conditions, or denied within 30 working days after submittal, unless the applicant requests a written extension of this timeframe, and the request is approved by the local government. The local government may not request or require the applicant to file a written extension of time.

The bill takes effect July 1, 2025.

[12] Section 177.091(16), F.S.
[13] Section 177.091(18), F.S.
[14] Section 177.091(19), F.S.
[15] Section 177.091(23), F.S.
[16] Section 177.091(24), F.S.
[17] Section 177.091(25), F.S.
[18] Section 177.091(28), F.S.
[19] *See generally* s. 177.091, F.S. (providing minimum platting requirements).

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may reduce carrying costs for those relying on a local governments to process applications relating to real property development before a parcel can be sold.

C. Government Sector Impact:

Local governments that are not currently reviewing and approving plats within the timeframes in the bill may incur additional costs to expedite their activities.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill amends section 177.071 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Judiciary on April 1, 2025:
The committee substitute eliminates the section of the bill authorizing applicants to engage a private provider of street and mailing address and individual parcel identification number information, if that information is not issued within 2 weeks by the local government. The section also would have prohibited the governing body of the local government from collecting an addressing fee if it had failed to issue addresses and parcel identification numbers within the required timeframes.

CS by Community Affairs on March 17, 2025:
The committee substitute:

- Provides that, as opposed to reduction in fees, the failure to issue street and mailing addresses and parcel identification numbers will entitle the applicant to engage a private provider to create the required information.
- Requires plat and replat submittals be approved administratively and provides associated timeframes for which local governments must approve or deny such submissions, or specify non-compliance.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

223806

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
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	.	
	.	

The Committee on Judiciary (Ingoglia) recommended the following:

Senate Amendment (with title amendment)

Delete lines 55 - 84.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 16 - 29

and insert:

time; providing an effective date.

By the Committee on Community Affairs; and Senator Ingoglia

578-02516-25 2025784c1

A bill to be entitled

An act relating to platting; amending s. 177.071, F.S.; requiring that plat or replat submittals be reviewed and approved administratively by a designee or designees of the appropriate local governing body; requiring such designee or designees to review such plat or replat submittal for compliance within a specified timeframe; requiring that written comments be provided to the applicant if the plat or replat submittal fails to meet specified requirements; requiring that the plat or replat submittal be approved, approved with conditions, or denied within a specified timeframe; providing an exception; prohibiting certain entities from requesting or requiring an applicant to file a written extension of time; creating s. 177.1115, F.S.; requiring the appropriate governing body, within a specified timeframe after the recordation of the plat, to issue certain information; authorizing an applicant to engage a specified private provider under certain circumstances; requiring that such provider submit specified information to the governing body for verification; requiring the governing body to complete verification within a specified timeframe; requiring that the information submitted by the provider is deemed approved if the governing body fails to verify it within the specified timeframe; prohibiting the governing body from collecting an addressing fee under certain circumstances; providing an effective date.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

578-02516-25 2025784c1

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present subsections (1) and (2) of section 177.071, Florida Statutes, are redesignated as subsections (2) and (3), respectively, and a new subsection (1) is added to that section, to read:

177.071 Approval of plat by governing bodies.—

(1) Plat or replat submittals shall be reviewed and approved administratively by a designee or designees of the appropriate local governing body. Within 15 days after receipt of a plat or replat submittal, the designee or designees of the appropriate local governing body shall review the plat or replat submittal for compliance with s. 177.091. If it is determined that such plat or replat submittal fails to meet the requirements of s. 177.091, written comments specifying the areas of noncompliance must be provided to the applicant within the 15-day review period. The plat or replat submittal must be approved, approved with conditions, or denied within 30 working days from the date that the plat or replat is submitted, unless a written extension of this timeframe is requested by the applicant and approved by the governing body. An official, employee, agent, or designee of the governing body may not request or require the applicant to file a written extension of time.

Section 2. Section 177.1115, Florida Statutes, is created to read:

177.1115 Issuance of address and an individual parcel identification number after final plat is recorded; private

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

provider alternative; penalty.—

(1) Within 14 business days after the recordation of a plat by the circuit court clerk or other recording officer, the appropriate governing body shall issue the street and mailing address, along with the individual parcel identification number, as contained in the plat offered for recording pursuant to s. 177.091.

(2) If the appropriate governing body does not issue the required street and mailing address, along with the individual parcel identification number, within the 14-business-day period prescribed in subsection (1), the applicant may engage a private provider, duly registered in this state, to create the required address and parcel identification number in accordance with applicable local, state, and national addressing standards.

(a) Upon completion, the private provider shall submit the assigned address and parcel identification number to the governing body for verification. The governing body must complete its verification process within 5 business days after receiving the submission.

(b) If the governing body fails to verify the submitted address and parcel identification number within 5 business days, the address assigned by the private provider must be deemed approved for all official purposes.

(3) The governing body may not collect an addressing fee if it fails to issue the required address and parcel identification number within the timeframes specified in this section.

Section 3. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Banking and Insurance, *Chair*
Environment and Natural Resources, *Vice Chair*
Appropriations Committee on Criminal and Civil Justice
Appropriations Committee on Transportation, Tourism, and Economic Development
Fiscal Policy
Regulated Industries
Rules

JOINT COMMITTEE:
Joint Committee on Public Counsel Oversight

SENATOR BLAISE INGOGLIA
11th District

March 17th, 2025

The Honorable Clay Yarborough, Chair
Judiciary Committee
308 Senate Office Building
404 South Monroe Street
Tallahassee, FL 32399

RE: SB 784 Issuance of an Address and an Individual Parcel Identification Number

Chair Yarborough,

Senate Bill 784 has been referred to the Judiciary Committee as its second committee of reference. I respectfully ask that it be placed on the committee agenda at your earliest convenience.

If I may answer questions or be of assistance, please do not hesitate to contact me. Thank you for your leadership and consideration.

Regards,

Blaise Ingoglia
State Senator, District 11

CC'd: Tom Cibula, Lisa Larson

REPLY TO:
❒ 2943 Landover Boulevard, Spring Hill, Florida 34608 (352) 666-5707
❒ 306 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5011

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BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

The Florida Senate

APPEARANCE RECORD

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Meeting Date

Judiciary
Committee

704
Bill Number or Topic

Amendment Barcode (if applicable)

Name Daniel Martinez

Phone 305-240-2917

Address 107 E College Ave
Street

Email DMartinez@AFPHQ.org

TLH FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

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This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

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Meeting Date

SB 784
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Brendan Burke

Phone 727-512-2469

Address

Email bburke@FHBA.com

Street

City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:

FL Home Builder Association

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL: CS/SB 846

INTRODUCER: Commerce and Tourism Committee and Senator Polsky

SUBJECT: Notary Public Fraud

DATE: April 2, 2025 REVISED:

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	McMillan	McKay	CM	**Fav/CS**
2.	Collazo	Cibula	JU	**Favorable**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 846 amends existing statutes and introduces new provisions addressing notary public fraud and the unlicensed practice of law in connection with immigration matters.

Specifically, the bill:

- Prohibits the literal translation of "Notary Public" into languages other than English and establishes penalties for violations.
- Restricts notaries public who are not licensed to practice law from using certain terms in their advertisements that imply they possess legal expertise in immigration law.
- Authorizes the Attorney General, state attorneys, and city attorneys to seek declaratory or injunctive relief against anyone violating the bill's provisions.
- Authorizes aggrieved persons or entities to bring a civil action for injunctive relief or to recover damages from anyone violating the bill's provisions.
- Authorizes the Attorney General, state attorneys, and city attorneys to bring enforcement actions against local governmental entities, local law enforcement agencies, and others who violate their duties under state federal immigration enforcement laws.
- Prohibits individuals from engaging in the practice of law, or engaging in certain acts or practices, in an immigration matter unless that person is licensed to practice law.
- Requires unlicensed or unauthorized individuals offering immigration services to post conspicuous notices on their websites and at their places of business in relevant languages.

The bill takes effect July 1, 2025.

II. Present Situation:

Notaries Public in Florida

A notary public is a public officer under the Florida Constitution[1] and "an impartial agent of the state."[2] As a public officer, notaries public are constitutionally required to give a bond (as required by law) and swear or affirm to uphold the Constitutions of the U.S. and Florida.[3] Notaries public are appointed and commissioned by the Governor to four-year terms[4] and are authorized under state law to perform six basic duties:

- Administer oaths or affirmations.[5]
- Take acknowledgments.[6]
- Solemnize marriages.[7]
- Attest to photocopies.[8]
- Verify vehicle identification numbers (VINs).[9]
- Certify the contents of a safe-deposit box.[10]

A notary public may only exercise the foregoing duties within the physical boundaries of the state of Florida.[11] Generally, a notary public may not charge more than $10 per notarial act and may not charge a fee for notarizing a vote-by-mail ballot.[12]

A notary public may provide an electronic signature that is unique, verifiable, under the notary public's sole control, and attached to a document in a way revealing any subsequent alteration.[13] When an electronic signature must be accompanied by a notary public seal, the requirement is met when the notary public includes his or her full name as provided in the notary public's application for commission, the words "Notary Public State of Florida," the expiration date of the notary public's commission, and the notary public's commission number.[14] The seal must also be applied to all notarized paper documents using a rubber stamp containing the foregoing information.[15] The rubber stamp seal must be affixed to the notarized paper document in photographically reproducible black ink. Every notary public must print, type, or stamp below his or her signature on a paper document his or her name exactly as commissioned.[16]

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[1] *See* FLA. CONST. art. II, s. 5(a) (recognizing that notaries public are public officers that may hold another office).
[2] 58 AM. JUR. 2D s. 1 *Notaries Public.*
[3] *See* s. 117.01(3), F.S. (requiring that, as part of oath, the applicant must swear he or she has read ch. 117, F.S., and knows the duties, responsibilities, limitations, and powers of a notary); *see also* s. 117.01(7), F.S. (requiring that notaries give a bond in the amount of $7,500, which is to be kept on file with the Department of State, in the event the notary breaches his or her duties). Notaries must be able to read, write, and understand the English language. Section 117.01(1), F.S.
[4] Section 117.01(1), F.S.
[5] Section 117.03, F.S.
[6] Section 117.04, F.S.
[7] Section 117.045, F.S.
[8] Section 117.05(12)(a), F.S.
[9] Section 319.23(3)(a)2., F.S.
[10] Section 655.94(1), F.S.
[11] Section 117.01(1), F.S.
[12] Section 117.05(2), F.S.
[13] Section 117.021(2), F.S.
[14] Section 117.021(3), F.S.
[15] Section 117.05(3), F.S.
[16] *Id.*

Additionally, as a public officer, a notary public is held to high standards and is subject to discipline, including suspension by the Governor and removal by the Senate, for malfeasance, misfeasance, neglect of duty, drunkenness, incompetence, permanent inability to perform official duties, or commission of a felony.[17] A notary public is also subject to criminal penalties for certain unlawful uses of the notary public commission (such as notarizing his or her own signature),[18] and liable to pay fees for certain civil infractions (such as notarizing a document when the signor is not in the notary public's presence).[19]

Becoming a Notary Public in Florida

To be eligible to become a notary public in Florida, a person must:
- Be at least 18 years of age.
- Be a Florida resident or permanent resident alien with a recorded declaration of domicile.
- Maintain Florida residence throughout the appointment.
- Be able to read, write, and understand the English language.[20]

To apply to be a notary public in Florida, the application form provided by the Department of State must be completed, signed, sworn, and filed along with the appropriate applications fees.[21] Because the bond must be attached, the bonding agency usually submits the application in both a paper and electronic format. The oath of office and notary public bond must accompany the notary public's application when filed with the Department of State.[22]

Applicants must also provide the following as part of the application:
- Personal identification information.
- Affidavit of good character from a reference who has known the applicant for at least 1 year and is not a relative.
- 10-year history of any licenses and discipline.
- Statement regarding whether the applicant has ever been convicted of a felony or had his or her civil rights restored.
- Any other information requested by the Governor's office to confirm eligibility.[23]

Notary's Duty to Confirm Identity

One of the notary public's primary duties is to verify the identity of the person who is signing a document. If the person is personally known to the notary public or provides "satisfactory evidence" by producing valid identification or witnesses or both verifying that the person is who he or she claims to be, the notary public may notarize the document.[24]

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[17] FLA. CONST. art. IV, s. 7.
[18] Section 117.05(1), F.S. (providing that any violation of the subsection is a third-degree felony); *see also* s. 117.05(3)(d), (7), and (8), F.S.; s. 117.105, F.S.; s. 117.107(9), F.S. (additional examples of unlawful uses of the notary public commission).
[19] Section 117.107(9), F.S. (providing that any violation is a civil infraction punishable by a fine of up to $5,000).
[20] Section 117.01(1), F.S.
[21] Section 117.01(2), F.S. (requiring a $25 application fee, a $10 commission fee, and a $4 educational surcharge, except that the commission fee is waived for veterans with a 50 percent disability).
[22] Section 117.01(2), F.S.
[23] *Id.*
[24] Section 117.05(5), F.S.

Prohibited Acts

State law prohibits certain acts by notaries.[25] A notary public may not:

- Use a name or initial in signing certificates other than that by which the notary public is commissioned.
- Sign notarial certificates using a facsimile signature stamp, unless the notary public has a physical disability that limits his or her ability to make a written signature, and unless the notary public has first submitted written notice to the Department of State with an exemplar of the facsimile signature stamp. This does not apply to, or prohibit the use of, an electronic signature and seal by a notary public who is registered as an online notary public to perform an electronic or online notarization in accordance with ch. 117, F.S.
- Affix his or her signature to a blank form of affidavit or certificate of acknowledgment and deliver that form to another person, with the intent that it be used as an affidavit or acknowledgment.
- Take the acknowledgment of or administer an oath to a person whom the notary public actually knows to have been adjudicated mentally incapacitated by a court of competent jurisdiction, if the acknowledgment or oath necessitates the exercise of a right that has been removed, and if the person has not been restored to capacity as a matter of record.
- Notarize a signature on a document if it appears that the person is mentally incapable of understanding the nature and effect of the document at the time of notarization.
- Take the acknowledgment of a person who does not speak or understand the English language, unless the nature and effect of the instrument to be notarized is translated into a language which the person does understand.
- Change anything in a written instrument after it has been signed by anyone.
- Amend a notarial certificate after the notarization is complete.
- Notarize a signature on a document if the person whose signature is being notarized does not appear before the notary public either by means of physical presence or by means of audio-video communication technology as authorized under part II of ch. 117, F.S., at the time the signature is notarized.
- Notarize a signature on a document if the document is incomplete or blank. However, an endorsement or assignment in blank of a negotiable or nonnegotiable note, and the assignment in blank of any instrument given as security for such note, is not deemed incomplete.
- Notarize a signature on a document if the person whose signature is to be notarized is the spouse, son, daughter, mother, or father of the notary public.
- Notarize a signature on a document if the notary public has a financial interest in or is a party to the underlying transaction; however, a notary public who is an employee may notarize a signature for his or her employer, and this employment does not constitute a financial interest in the transaction nor make the notary a party to the transaction as long as he or she does not receive a benefit other than his or her salary and the fee for services as a notary public authorized by law.[26]

[25] Section 117.107, F.S.
[26] *Id.*

Notaries in Other Countries

The services that a notary public in Florida or the U.S. can legally offer may differ significantly from the services, and legal expertise, that notaries in other countries can offer. In the U.S., notaries do not require a law degree, nor may they offer legal advice unless they are licensed to practice law.[27] This dynamic is typical for common law countries.[28]

However, in civil law jurisdictions notaries can assume certain duties that are similar to those of a practicing lawyer in common law jurisdictions. For example, in France, notaries essentially serve the government and can provide neutral legal counsel to both parties during a contract negotiation for real estate and in other matters. In such cases, notaries must have an undergraduate law degree along with a master's degree in law or from a notarial school.[29]

The differing competencies and roles of notaries around the world can confuse individuals seeking immigration services in the U.S.

Unlicensed Practice of Law

Florida's Constitution gives the Supreme Court of Florida the power to regulate the conduct of attorneys, and the Court has given The Florida Bar the duty to investigate and take action against the unlicensed practice of law.[30]

Unlicensed Practice of Law (UPL) committees investigate instances of unlicensed practice of law.[31] The Florida Bar prosecutions are filed with the Supreme Court of Florida and trials are held before judges, called referees, appointed by the Court.[32] The Florida Bar acts as prosecutor in UPL cases.[33]Additionally, the unlicensed practice of law is a third-degree felony.[34]

Federal Immigration Enforcement

Any executive or administrative state, county, or municipal officer who violates his or her duties under ch. 908, F.S., regulating federal immigration enforcement, may be subject to action by the Governor in the exercise of his or her authority under the Florida Constitution and Florida law.[35]

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[27] *See* s. 117.01(1), F.S. (identifying the minimum requirements to be a notary public in Florida); *see also* s. 117.01(4)(f), F.S. (providing that a notary public engaging in the unauthorized practice of law constitutes malfeasance, misfeasance, or neglect of duty, for which the Governor may suspend the notary public).
[28] Notarize with Proof Blog, *Going Global: How Notaries Differ Across the World* (updated Jun. 11, 2024), https://www.notarize.com/blog/going-global-how-notaries-differ-across-the-world.
[29] *Id.*
[30] The Florida Bar, *Unlicensed Practice of Law – Consumer Help*, https://www.floridabar.org/rules/upl/upl001/ (last visited Mar. 26, 2025); *see also* R. Regul. Fl. Bar 10-1.1, https://www.floridabar.org/rules/rrtfb/ (last visited Mar. 26, 2025); *see also* FLA. CONST. art. V, s. 15; *see also* s. 454.021, F.S.
[31] The Florida Bar, *Consumer Information: Filing an Unlicensed Practice of Law Complaint*, https://www.floridabar.org/public/consumer/pamphlet012/ (last visited Mar. 26, 2025).
[32] *Id.*
[33] *Id.*
[34] *Id.; see also* s. 454.23, F.S. (providing that the unlicensed practice of law is punishable as provided in ss. 775.082. 775.083, or 775.084, F.S.). A third-degree felony is punishable by imprisonment not to exceed 5 years and a fine not to exceed $5,000. Sections 775.082 and 775.083, F.S.
[35] Section 908.107(1), F.S.

The Governor may initiate judicial proceedings in the name of the state against such officers to enforce compliance with any duty under ch. 908, F.S., or restrain any unauthorized act.[36] In addition, the Attorney General may file suit against a local governmental entity or local law enforcement agency in a court of competent jurisdiction for declaratory or injunctive relief for a violation of ch. 908, F.S.[37]

If a local governmental entity or local law enforcement agency violates ch. 908, F.S., the court must enjoin the unlawful sanctuary policy.[38] The court has continuing jurisdiction over the parties and subject matter and may enforce its orders with the initiation of contempt proceedings as provided by law.[39] An order approving a consent decree or granting an injunction must include written findings of fact that describe with specificity the existence and nature of the sanctuary policy that is in violation.[40]

III. Effect of Proposed Changes:

The bill amends existing statutes and introduces new provisions addressing notary public fraud and the unlicensed practice of law in connection with immigration matters.

Currently, s. 117.05(11), F.S., prohibits the literal translation of the phrase "Notary Public" into a language other than English in advertisements for notarial services. **Section 1** of the bill amends the subsection to prohibit such literal translations in all cases, not just in advertisements for notarial services. The bill also subjects any person violating this prohibition to the penalties specified in a new statute, s. 117.107, F.S., created in Section 2 of the bill.

Section 2 prohibits a notary public who does not hold an active license to practice law in a state, territory, or jurisdiction of the U.S., and is not otherwise authorized to practice law or represent others under federal law in an immigration matter, from advertising his or her notary public services using the terms notario público, notario, immigration assistant, immigration consultant, immigration specialist, or any other designation or title, in any language, which conveys or implies that he or she possesses professional legal skills in immigration law.

Under the bill, for any violation of this prohibition (subsection (13)(a)) or s. 117.05(11), F.S., as amended by Section 1 of the bill:

- The Attorney General, a state attorney, or a city attorney may file suit against the appropriate party in a court of competent jurisdiction for declaratory or injunctive relief.
- An aggrieved person or an entity may, in an appropriate state court, bring a civil action for injunctive relief or to recover actual monetary losses caused by the violation, plus an amount equal to treble the amount of actual damages or $1,000 per violation, whichever is greater.
- If a person or an entity prevails in a civil action for injunctive relief, the person or entity is entitled to recover reasonable attorney fees and costs.

[36] *Id.*
[37] Section 908.107(2), F.S.
[38] Section 908.107(3), F.S.
[39] *Id.*
[40] Section 908.107(4), F.S.

Section 3 amends s. 908.107, F.S., regarding enforcement against state, county, and municipal officers who violate their duties under ch. 908, F.S., to expand the list of who may bring enforcement actions to include state attorneys and city attorneys; current law only permits the Attorney General to bring enforcement actions.

Moreover, under the bill, the Attorney General, a state attorney, or a city attorney may file suit against "any other appropriate party"; a suit may already be brought against a local governmental entity or a local law enforcement agency under current law.

Section 4 creates s. 908.113, F.S., regarding fraud protection, which prohibits persons from engaging in the practice of law in an immigration matter for compensation unless the person is licensed to practice law in a state, territory, or jurisdiction of the U.S., or is otherwise authorized to practice law or represent others under federal law in an immigration matter.

Unlicensed or unauthorized persons also may not engage in the following acts or practices for compensation:

- Selecting or assisting another in selecting, or advising another in selecting, a benefit, visa, or program to apply for in an immigration matter.
- Soliciting to prepare documents for, or otherwise representing the interests of, another in a judicial or administrative proceeding in an immigration matter.
- Explaining, advising, or otherwise interpreting the meaning or intent of a question on a governmental agency form in an immigration matter.
- Charging a fee for referring another to a person licensed to practice law that such person may perform.
- Selecting, drafting, or completing legal documents affecting the legal rights of another in an immigration matter.

Under the bill, a person or business offering immigration services, other than those persons or businesses holding active licenses to practice law in Florida or otherwise permitted to practice law or represent others under federal law in an immigration matter, must post conspicuous notices on its main website and at its place of business in English and every other language in which the person or business provides or offers immigration assistance with the following statement:

> I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE. I AM NOT ACCREDITED TO REPRESENT YOU IN IMMIGRATION MATTERS.

The bill also prohibits persons, other than those holding an active license to practice law in a state of the U.S. or otherwise authorized to practice law or represent others under federal law in an immigration matter, from engaging in the following acts or practices, regardless of whether compensation is sought:

- Representing, either orally or in any document, letterhead, advertisement, stationery, business card, website, or other comparable written material, that he or she is a notario público, notario, immigration assistant, immigration consultant, immigration specialist, or using any other designation or title, in any language, that conveys or implies that he or she possesses professional legal skills in the area of immigration law.

- Representing, in any language, either orally or in any document, letterhead, advertisement, stationery, business card, website, or other comparable written material, that he or she can or is willing to provide services in an immigration matter, if such services would constitute the practice of law.

The provisions in the bill prohibiting the unlicensed practice of law do not apply to the activities of nonlawyer assistants acting under the supervision of a person holding an active license to practice law in Florida or otherwise authorized to practice law or represent others under federal law in an immigration matter. Additionally, a person is not prohibited from offering translation or interpretation services, regardless of whether compensation is sought. Translating words contained on a governmental form from English to another language and translating a person's words from another language into English does not constitute the unauthorized practice of law.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

Because the bill creates a new cause of action, courts may experience an indeterminate increase in the number of notary public fraud cases they docket and hear. However, it is unlikely that the bill will significantly impact judicial resources.

VI. Technical Deficiencies:

None.

VII. Related Issues:

Section 117.01(4)(f), F.S., provides that the unauthorized practice of law constitutes malfeasance, misfeasance, or neglect of duty, and authorizes the Governor to suspend a notary public.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 117.05, 117.107, 908.107.

This bill creates s. 908.113 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Commerce and Tourism on March 25, 2025:

The committee substitute removes the requirement that an action be set for trial at the earliest possible date and take precedence over all other cases for violations of ss. 117.107(13)(a) and 117.05(11), F.S., which are the sections of the bill restricting the use of the phrase "notary public" into a language other than English and prohibiting a notary public who does not hold an active law license from practicing law. The committee substitute removes the provision providing a private right of action and damages for violations of ch. 908, F.S., which is the chapter that provides the framework for federal immigration enforcement. Additionally, the committee substitute removes certain provisions in s. 908.113, F.S., which is the section of the bill providing fraud protection for the unlicensed or unauthorized practice of law, and lists certain prohibitions for individuals other than those authorized to practice law relating to assisting individuals in immigration matters.

B. Amendments:

None.

By the Committee on Commerce and Tourism; and Senator Polsky

577-02810-25 2025846c1

A bill to be entitled

An act relating to notary public fraud; amending s. 117.05, F.S.; prohibiting the literal translation of the phrase "Notary Public" into a language other than English; specifying the applicable penalties for violations; amending s. 117.107, F.S.; prohibiting notaries public from using specified terms to describe themselves under certain circumstances; authorizing declaratory or injunctive relief and civil actions for injunctive relief or to recover damages; providing for the recovery of attorney fees and costs; amending s. 908.107, F.S.; authorizing certain entities to file suit for declaratory or injunctive relief for certain violations; creating s. 908.113, F.S.; prohibiting certain persons from engaging in the practice of law in immigration matters for compensation or engaging in specified acts or practices for compensation in immigration matters; providing exceptions; requiring certain persons or businesses offering immigration assistance to make a specified disclosure; providing applicability; providing construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (11) of section 117.05, Florida Statutes, is amended to read:

117.05 Use of notary commission; unlawful use; notary fee; seal; duties; employer liability; name change; advertising; photocopies; penalties.—

(11) Literal translation of the phrase "Notary Public" into a language other than English is prohibited ~~in an advertisement for notarial services~~. A person who violates this subsection is subject to the penalties in s. 117.107(13)(b).

Section 2. Subsection (13) is added to section 117.107, Florida Statutes, to read:

117.107 Prohibited acts.—

(13)(a) A notary public, who does not hold an active license to practice law in a state, territory, or jurisdiction of the United States and is not otherwise authorized to practice law or represent others under federal law in an immigration matter, may not, when advertising his or her notary public services, use the term notario público, notario, immigration assistant, immigration consultant, immigration specialist, or any other designation or title, in any language, which conveys or implies that he or she possesses professional legal skills in immigration law.

(b) For a violation of paragraph (a) or s. 117.05(11):

1. The Attorney General, a state attorney, or a city attorney may file suit against the appropriate party in a court of competent jurisdiction for declaratory or injunctive relief.

2. An aggrieved person or an entity may, in an appropriate state court, bring a civil action for injunctive relief or to recover for actual monetary loss from such a violation, plus an amount equal to treble the amount of actual damages or $1,000 per violation, whichever is greater.

3. If a person or an entity prevails in a civil action for injunctive relief, the person or entity is entitled to recover

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

reasonable attorney fees and costs.

Section 3. Subsection (2) of section 908.107, Florida Statutes, is amended to read:

908.107 Enforcement.—

(2) ~~In addition,~~ The Attorney General, a state attorney, or a city attorney may file suit against a local governmental entity, ~~or~~ local law enforcement agency, or any other appropriate party in a court of competent jurisdiction for declaratory or injunctive relief for a violation of this chapter.

Section 4. Section 908.113, Florida Statutes, is created to read:

908.113 Fraud protection.—

(1) Persons may not, other than those licensed to practice law in a state, territory, or jurisdiction of the United States or otherwise authorized to practice law or represent others under federal law in an immigration matter, engage in the practice of law in an immigration matter for compensation.

(2) Persons may not, other than those licensed to practice law in a state, territory, or jurisdiction of the United States or otherwise authorized to practice law or represent others under federal law in an immigration matter, engage in the following acts or practices for compensation:

(a) Selecting or assisting another in selecting, or advising another in selecting, a benefit, visa, or program to apply for in an immigration matter.

(b) Soliciting to prepare documents for, or otherwise representing the interests of, another in a judicial or administrative proceeding in an immigration matter.

(c) Explaining, advising, or otherwise interpreting the meaning or intent of a question on a governmental agency form in an immigration matter.

(d) Charging a fee for referring another to a person licensed to practice law that such person may perform.

(e) Selecting, drafting, or completing legal documents affecting the legal rights of another in an immigration matter.

(3) A person or business offering immigration services, other than those persons or businesses holding active licenses to practice law in this state or otherwise permitted to practice law or represent others under federal law in an immigration matter, must post conspicuous notices on its main website and at its place of business in English and every other language in which the person or business proves or offers immigration assistance with the following statement:

I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE. I AM NOT ACCREDITED TO REPRESENT YOU IN IMMIGRATION MATTERS.

(4) Persons may not, other than those holding an active license to practice law in a state of the United States or otherwise authorized to practice law or represent others under federal law in an immigration matter, engage in the following acts or practices, regardless of whether compensation is sought:

(a) Representing, either orally or in any document, letterhead, advertisement, stationery, business card, website, or other comparable written material, that he or she is a

notario público, notario, immigration assistant, immigration consultant, immigration specialist, or using any other designation or title, in any language, that conveys or implies that he or she possesses professional legal skills in the area of immigration law.

(b) Representing, in any language, either orally or in any document, letterhead, advertisement, stationery, business card, website, or other comparable written material, that he or she can or is willing to provide services in an immigration matter, if such services would constitute the practice of law.

(5)(a) The prohibitions of subsections (1)-(4) do not apply to the activities of nonlawyer assistants acting under the supervision of a person holding an active license to practice law in this state or otherwise authorized to practice law or represent others under federal law in an immigration matter.

(b) This section does not prohibit a person from offering translation or interpretation services, regardless of whether compensation is sought. Translating words contained on a governmental form from English to another language and translating a person's words from another language to English does not constitute the unauthorized practice of law.

Section 5. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Appropriations on Transportation, Tourism, and Economic Development, *Vice Chair*
Appropriations
Appropriations on Criminal and Civil Justice
Environment and Natural Resources
Ethics and Elections
Governmental Oversight and Accountability
Judiciary
Joint Administrative Procedures

SELECT COMMITTEE:
Joint Select Committee on Collective Bargaining

SENATOR TINA SCOTT POLSKY
30th District

March 26, 2025

Chairman Clay Yarborough
Committee on Judiciary
515 Knott Building
404 S. Monroe Street
Tallahassee, FL 32399-1100

Chairman Yarborough,

I respectfully request that you place SB 846, relating to Notary Public Fraud on the agenda of the Committee on Judiciary, at your earliest convenience.

Should you have any questions or concerns, please feel free to contact me or my office. Thank you in advance for your consideration.

Kindest Regards,

Senator Tina S. Polsky
Florida Senate, District 30

cc: Tom Cibula, Staff Director
Lisa Larson, Administrative Assistant

REPLY TO:
- **5301 North Federal Highway, Suite 135, Boca Raton, Florida 33487 (561) 443-8170**
- **220 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5030**

Senate's Website: *www.flsenate.gov*

BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

4

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

846
Bill Number or Topic

Amendment Barcode (if applicable)

Name Karen Woodall

Phone 850-321-9386

Address 579 E. Call
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Tallahassee, FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: FL Center for Fiscal & Economic Policy
~~Fact~~ National Latina Institute for Reproductive Justice

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4.1.25	SB 846
Meeting Date	Bill Number or Topic
Judiciary	
Committee	Amendment Barcode (if applicable)

Name Kara Gross

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Address 4343 West Flagler
Street

Email kgross@aclufl.org

Miami | FL | 33134
City | *State* | *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
ACLU Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 868
INTRODUCER:	Commerce and Tourism Committee and Senator Ingoglia
SUBJECT:	Social Media Use by Minors
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	McMillan	McKay	CM	**Fav/CS**
2.	Collazo	Cibula	JU	**Favorable**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 868 amends s. 501.1736, F.S., which regulates social media platforms and the services they offer to minors. These changes to the statute make it easier for law enforcement agencies to investigate potential crimes involving minors on regulated social media platforms and facilitate greater parental supervision of online communications between their children and others.

Specifically, the bill requires social media platforms to:

- Provide a mechanism to decrypt end-to-end encryption and similar features, which can restrict access to messages on a minor's account, if a law enforcement agency obtains a subpoena and is seeking to investigate a potential crime on the account.
- Allow the parent or legal guardian of a minor account holder to view all messages.
- Prohibit a minor account holder from using or accessing messages that disappear, self-destruct, or are ephemeral in nature.

The bill takes effect July 1, 2025.

II. Present Situation:

Social Media Use for Minors

In 2024, the Florida Legislature passed a law limiting minors' access to social media platforms.[1] The law, in part, prohibits minors 13 years of age or younger from holding a social media account, and requires parental consent for 14 and 15 year olds to hold an account.[2]

Definitions

The law provides the following definitions:[3]

- "Account holder" means a resident who opens an account, creates a profile, or is identified by the social media platform by a unique identifier while using or accessing the social media platform, if the social media platform knows or has reason to believe the resident is located in Florida.
- "Daily active users" means the number of unique users in the U.S. who used the online forum, website, or application at least 80 percent of the days during the previous 12 months; or if the online forum, website, or application did not exist during the previous 12 months, the number of unique users in the U.S. who used the online forum, website, or application at least 80 percent of the days during the previous month.
- "Resident" means a person who lives in Florida for more than 6 months of the year.
- "Social media platform" means an online forum, website, or application that satisfies each of the following criteria:
  - The platform allows users to upload content or view the content or activity of other users.
  - Ten percent or more of the daily active users who are younger than 16 years of age spent, on average, 2 hours per day or longer on the online forum, website, or application on the days they used the online forum, website, or application during the previous 12 months; or, if the online forum, website, or application did not exist during the previous 12 months, during the previous month.
  - The platform employs algorithms that analyze user data or information on users to select content for users.
  - The platform has any of the following addictive features:
    - Infinite scrolling, which means either continuously loading content, or content that loads as the user scrolls down the page without the need to open a separate page, or seamless content or the use of pages with no visible or apparent end or page breaks.
    - Push notifications or alerts sent by the online forum, website, or application to inform a user about specific activities or events related to the user's account.
    - A display of personal interactive metrics that indicate the number of times other users have clicked a button to indicate their reaction to content, or the number of times they have shared or reposted the content;
    - Auto-play video or video that begins to play without the user first clicking on the video or on a play button for that video.
    - Live-streaming or a function that allows a user or advertiser to broadcast live video content in real-time.

[1] Ch. 2024-42, Laws of Fla.
[2] Section 501.1736(2)-(3), F.S.
[3] Section 501.1736(1), F.S.

- The term does not include an online service, website, or application if its exclusive function is e-mail or direct messaging consisting of text, photographs, pictures, images, or videos that are shared only between the sender and the recipients, without displaying or posting publicly or to other users not specifically identified as the recipients by the sender.

Minors Under 14

For minors under 14 years of age, the law requires a social media platform to:[4]

- Prohibit him or her from entering into a contract with a social media platform to become an account holder.
- Terminate any account held by him or her, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely younger than 14 years of age for purposes of targeting content or advertising.
  - The social media platform must provide 90 days for an account holder to dispute the termination. Termination must be effective upon the expiration of the 90 days if the account holder fails to effectively dispute it.
- Allow an account holder to request to terminate the account. Termination must be effective within 5 business days after the request.
- Allow the confirmed parent or guardian of an account holder to request that the minor's account be terminated. Termination must be effective within 10 business days after the request.
- Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain the information.

Minors 14 or 15 Years of Age

For minors who are 14 or 15 years of age, the law requires a social media platform to:[5]

- Prohibit him or her from entering into a contract with the social media platform to become an account holder, unless the minor's parent or guardian provides consent for the minor to become an account holder.
- Terminate any account held by an account holder, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely 14 or 15 years of age for purposes of targeting content or advertising, if the account holder's parent or guardian has not provided consent for the minor to create or maintain the account.
  - The social media platform must provide 90 days for an account holder to dispute the termination. Termination must be effective upon the expiration of the 90 days if the account holder fails to effectively dispute it.
- Allow an account holder to request to terminate the account. Termination must be effective within 5 business days after the request.
- Allow the confirmed parent or guardian of an account holder to request that the minor's account be terminated. Termination must be effective within 10 business days after the request.
- Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain the information.

[4] Section 501.1736(2), F.S.
[5] Section 501.1736(3), F.S.

If a court enjoins the enforcement of the provisions for minors 14 or 15 years of age, or the provision caused a court to otherwise enjoin enforcement of any other of the provisions, then the provision is severed, and the following comes into effect:[6]

- A social media platform must prohibit him or her from entering into a contract with a social media platform to become an account holder.
- A social media platform must:
  - Terminate any account held by an account holder, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely 14 or 15 years of age for purposes of targeting content or advertising. The social media platform must provide 90 days for an account holder to dispute the termination. Termination must be effective upon the expiration of 90 days if the account holder fails to effectively dispute it.
  - Allow an account holder to request to terminate the account. Termination must be effective within 5 business days after the request.
  - Allow the confirmed parent or guardian of an account holder to request that the minor's account be terminated. Termination must be effective within 10 business days after the request.
  - Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain such information.

Violations and Enforcement

Knowing or reckless violation of the requirements for minor users under 14 years of age or the requirements for minor users under 16 years of age by a social media platform is an unfair and deceptive trade practice actionable under the Florida Deceptive and Unfair Trade Practices Act solely by the Department of Legal Affairs.[7] In addition to other remedies under the Act, the department may collect a civil penalty of up to $50,000 per violation and reasonable attorney fees and court costs. If the social media platform's failure to comply with such requirements becomes a consistent pattern of knowing or reckless conduct, punitive damages may be assessed against the platform.[8]

A social media platform that knowingly or recklessly violates the requirements for minor users under 14 years of age, or the requirements for minor users under 16 years of age, is liable to such minor account holder, including court costs and reasonable attorney fees as ordered by the court. Claimants may be awarded up to $10,000 in damages. Such an action must be brought within 1 year from the date the complainant knew, or reasonably should have known, of the alleged violation.[9]

Actions may only be brought on behalf of a resident minor,[10] and do not preclude any other available remedy at law or equity against the social media platform.[11]

[6] Section 501.1736(4), F.S.
[7] Section 501.1736(5), F.S.
[8] *Id.*
[9] Section 501.1736(6), F.S.
[10] *Id*.
[11] Section 501.1736(9), F.S.

For purposes of bringing an action, a social media platform that allows a minor younger than 14 years of age, or a minor who is 14 or 15 years of age, to create an account on the platform is considered to be both engaged in substantial and not isolated activities within Florida, and operating, conducting, engaging in, or carrying on a business and doing business in Florida, and is therefore subject to the jurisdiction of Florida courts.[12]

Department of Legal Affairs Subpoena Power

If, by its own inquiry or as a result of complaints, the Department of Legal Affairs has reason to believe that an entity or person has engaged in, or is engaging in, an act or practice that violates the bill, the department may administer oaths and affirmations, subpoena witnesses or matter, and collect evidence. Within 5 days, excluding weekends and legal holidays, after the service of a subpoena or at any time before the return date specified therein, whichever is longer, the party served may file in the circuit court in the county in which it resides or in which it transacts business and serve upon the enforcing authority a petition for an order modifying or setting aside the subpoena. The petitioner may raise any objection or privilege which would be available upon service of such subpoena in a civil action. The subpoena must inform the party served of its rights.[13]

If the matter that the department seeks to obtain by subpoena is located outside of Florida, the entity or person subpoenaed may make it available to the department or its representative to examine the matter at the place where it is located. The department may designate representatives, including Florida officials where the matter is located, to inspect the matter on its behalf, and may respond to similar requests from officials of other states.[14]

Upon failure of an entity or person without lawful excuse to obey a subpoena and upon reasonable notice to all persons affected, the department may apply to the circuit court for an order compelling compliance.[15]

The department may request that an entity or person refusing to comply with a subpoena, because the testimony or matter may incriminate the entity or person, be ordered by the court to provide the testimony or matter. Except in a prosecution for perjury, an entity or individual complying with a court order to provide testimony or matter, after asserting a valid privilege against self-incrimination, must not have the testimony or matter so provided, or the evidence derived from it, received against the entity or person in any criminal investigation or proceeding.[16]

Any entity or person upon whom a subpoena is served must comply with the terms of the subpoena unless otherwise provided by order of the court. Failure to appear is punishable as a civil penalty up to $5,000 per week, including attorney's fees, and costs.[17]

[12] Section 501.1736(7), F.S.
[13] Section 501.1736(10), F.S.
[14] *Id.*
[15] *Id.*
[16] *Id.*
[17] *Id.*

Recent Cases

In October 2024, two internet-industry groups filed a federal lawsuit challenging the constitutionality of Florida's law limiting minors' access to social media platforms. The Computer & Communications Industry Association and NetChoice, whose members include tech giants such as Google and Meta Platforms, alleged that the law violated their First Amendment rights and that parents should have exclusive control of their children's social-media use.[18]

In March 2025, the motion for preliminary injunction was denied. The order did not include a ruling on the First Amendment issue. Instead, the court denied the motion because the plaintiffs did not show "a substantial likelihood of establishing standing." The plaintiffs failed to show that at least one of the group members "will suffer irreparable injury" without an injunction. The effective date of the law was supposed to be January 1, 2025; however, in November the state agreed not to enforce it until the ruling occurred.[19]

Disappearing Messages

According to the *National Law Review*, "ephemeral messages are self-destructing messages with no backup or archiving option. Unlike a typical text message that is sent and remains on a user's and receiver's phone until manually deleted, ephemeral messages delete themselves after a set time. Some examples of platforms that offer this type of feature are Signal, WhatsApp, WeChat, and Snapchat."[20]

Disappearing messages have been found to be harmful to children. In 2020, when Facebook introduced disappearing messages, Anna Edmundson, the National Society for the Prevention of Cruelty to Children (NSPCC)'s head of policy, expressed concerns, stating: "Despite its age restriction, many under-16s use WhatsApp and disappearing messages could put children at greater risk of harm, by providing groomers with yet another tool to avoid detection and erase evidence."[21]

Some of the risks to children of disappearing messages include: cyberbullying, sexting, grooming, inadequate oversight, false sense of security and privacy, and inappropriate content.[22]

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[18] Complaint at 3-4, 24-39, *Computer & Communications Industry Association and NetChoice v. Uthmeier*, Case No.: 4:24-cv-00438-MW-MAF (N.D. Fla. 2024). The initial complaint was filed October 28, 2024.

[19] Order Denying Motion for Preliminary Injunction, 3, 13, *Computer & Communications Industry Association and NetChoice v. Uthmeier*, Case No.: 4:24-cv-00438-MW-MAF (N.D. Fla. 2024); Douglas Soule, *Florida social media minor restriction won't be immediately enforced against top platforms,* TALLAHASSEE DEMOCRAT, Nov. 21, 2024, https://www.tallahassee.com/story/news/politics/2024/11/21/florida-wont-immediately-enforce-social-media-age-restrictions/76457476007/.

[20] Michelle A. Freeman, *Disappearing Messages, Unofficial Communications Platforms and Ever-Increasing Scrutiny by Regulators*, THE NATIONAL LAW REVIEW (Oct. 7, 2024), https://natlawreview.com/article/disappearing-messages-unofficial-communications-platforms-and-ever-increasing.

[21] Mobicip Blog, *Gone in a Flash: How Disappearing Messages Can Impact Your Child's Online Safety* (May 13, 2024), https://www.mobicip.com/blog/gone-flash-how-disappearing-messages-can-impact-your-childs-online-safety [hereinafter "*Gone in a Flash*"]. The NSPCC is the United Kingdom's leading children's charity. NSPCC, *About the NSPCC,* https://www.nspcc.org.uk/about-us/ (last visited Mar. 27, 2025).

[22] *Gone in a Flash, supra* note 21.

End-to-end Encryption

Advancements in technology create both opportunity and challenges for law enforcement.[23] One challenge that law enforcement officials cite as preventing investigations is end-to-end encryption or "warrant-proof" encryption. Companies employing this type of encryption have emphasized that they do not hold encryption keys to unlock or decrypt the devices or communication. Because of these challenges, law enforcement prefers "front door" access, which means there is clear understanding of when they are accessing a device. A "front door" could be opened with a "key" once law enforcement demonstrates a lawful basis for access; however, this has the potential to lead to exploitation by hackers, criminals, and other malicious actors.[24]

Florida Deceptive and Unfair Trade Practices Act

The Florida Deceptive and Unfair Trade Practices Act[25] is a consumer and business protection measure that prohibits unfair methods of competition, and unconscionable, deceptive, or unfair acts or practices in the conduct of trade or commerce.[26] The Act was modeled after the Federal Trade Commission Act.[27]

The Department of Legal Affairs or the state attorney's office in the judicial circuit affected or where the violation occurs may bring actions on behalf of consumers or governmental entities if it serves the public interest.[28] The state attorney's office may enforce violations of the Act if the violations take place within its jurisdiction. The department has enforcement authority when: the violation is multi-jurisdictional; the state attorney defers to the department in writing; or the state attorney fails to act within 90 days after a written complaint is filed.[29] In certain circumstances, consumers may also file suit through private actions.[30]

The department and the state attorney's office have powers to investigate claims under the Act, which include:[31]

- Administering oaths and affirmations.
- Subpoenaing witnesses or matter.
- Collecting evidence.

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[23] Congressional Research Service, *Law Enforcement and Technology: The "Lawful Access" Debate*, 1 (Jan. 6, 2025), available at https://www.congress.gov/crs-product/IF11769.
[24] *Id*.
[25] Part II, ch. 501, F.S.; *see also* s. 501.201, F.S. (providing the short title).
[26] Section 501.202(2), F.S.
[27] *See* 15 U.S.C. ss. 41-58; *see also* D. Matthew Allen, et. al., *The Federal Character of Florida's Deceptive and Unfair Trade Practices Act*, 65 U. MIAMI L. REV. 1083 (Summer 2011).
[28] Sections 501.203(2) and 501.207(1)(c) and (2), F.S.; *see also* David J. Federbush, *FDUTPA for Civil Antitrust Additional Conduct, Party, and Geographic Coverage; State Actions for Consumer Restitution*, 76 FLA. BAR J. 52 (Dec. 2002), available at https://www.floridabar.org/the-florida-bar-journal/fdutpa-for-civil-antitrust-additional-conduct-party-and-geographic-coverage-state-actions-for-consumer-restitution/ (analyzing the merits of the Act and the potential for deterrence of anticompetitive conduct in Florida).
[29] Section 501.203(2), F.S.
[30] Section 501.211, F.S.
[31] Section 501.206(1), F.S.

The department and the state attorney's office may seek the following remedies:[32]

- Declaratory judgments.
- Injunctive relief.
- Actual damages on behalf of consumers and businesses.
- Cease and desist orders.
- Civil penalties of up to $10,000 per willful violation.

The Act may not be applied to certain entities in certain circumstances, including:[33]

- Any person or activity regulated under laws administered by the Office of Insurance Regulation of the Department of Financial Services.
- Banks, credit unions, and savings and loan associations regulated by the Office of Financial Regulation or federal agencies.

III. Effect of Proposed Changes:

The bill amends s. 501.1736, F.S., which regulates social media platforms and the services they offer to minors. These changes to the statute make it easier for law enforcement agencies to investigate potential crimes involving minors on regulated social media platforms, and facilitate greater parental supervision of online communications between their children and others.

Specifically, the bill requires social media platforms to do all of the following with respect to accounts held by minors:

- Provide, if a law enforcement agency obtains a subpoena, a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor, so that the agency may view messages relevant to a criminal investigation involving a minor.
- Allow a parent or legal guardian of a minor account holder to view all messages.
- Prohibit a minor account holder from using or accessing messages that:
  - Are designed to disappear after a certain period of time or upon viewing;
  - Self-destruct; or
  - Are ephemeral in nature.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

[32] Sections 501.207(1), 501.208, and 501.2075, F.S. Civil Penalties are deposited into general revenue. Enforcing authorities may also request attorney fees and costs of investigation or litigation. Section 501.2105, F.S.
[33] Section 501.212(4), F.S.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

The U.S. Supreme Court has determined that the state has a "compelling interest in protecting the physical and psychological well-being of minors," which "extends to shielding minors from the influence of literature that is not obscene by adult standards."[34] In doing so, however, the means must be narrowly tailored to achieve that end so as not to unnecessarily deny adults access to material which is constitutionally protected indecent material.[35]

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

Social media platforms will be required to provide a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor when law enforcement agencies obtain a subpoena. Additionally, social media platforms must allow the parent or legal guardian of a minor account holder to view all messages, as well as prohibit a minor account holder from using or accessing messages that are designed to disappear. Social media platforms will likely incur costs by implementing the technological changes needed to comply with the bill.

C. Government Sector Impact:

The bill may result in an unknown increase in civil penalties collected by the Department of Legal Affairs. Enforcing the bill may also increase the department's regulatory costs.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

[34] *Sable Commc's of California, Inc. v. F.C.C.*, 492 U.S. 115, 126 (1989).
[35] *Ashcroft v. American Civil Liberties Union*, 542 U.S. 656, 664-66 (2004); *Cashatt v. State*, 873 So. 2d 430, 434 (Fla. 1st DCA 2004); *but see Erznoznik v. City of Jacksonville*, 422 U.S. 205, 213 (1975) (determining that the city's regulation was overly broad).

VIII. Statutes Affected:

This bill amends section 501.1736 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Commerce and Tourism on March 25, 2025:

The committee substitute provides that if law enforcement obtains a subpoena, then a social media platform must provide a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor so that law enforcement may view messages relevant to a criminal investigation involving a minor. Additionally, a social media platform must allow a parent or legal guardian of a minor account holder to view all messages, as well as prohibit a minor account holder from using or accessing messages that are designed to disappear after a certain period of time or upon viewing, self-destructing messages, or messages that are ephemeral in nature.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

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LEGISLATIVE ACTION

Senate	.	House
Comm: WD	.	
04/02/2025	.	
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	.	
	.	

The Committee on Judiciary (Ingoglia) recommended the following:

Senate Amendment (with title amendment)

Between lines 117 and 118
insert:

Section 2. Subsections (1), (2), and (3), paragraphs (a) and (b) of subsection (5), and subsection (6) of section 501.1737, Florida Statutes, are amended to read:

501.1737 Age verification for online access to materials harmful to minors.—

(1) As used in this section and s. 501.1741, the term:

(a) "Anonymous age verification" has the same meaning as in

s. 501.1738.

(b) "Application store" means a publicly available website, software application, or online service that distributes third-party platforms' software applications to a computer, a mobile device, or any other general-purpose computing device.

(c)~~(b)~~ "Commercial entity" includes a corporation, a limited liability company, a partnership, a limited partnership, a sole proprietorship, and any other legally recognized entity.

(d) "Covered manufacturer" means a manufacturer of a device, an operating system for a device, or an application store.

(e)~~(c)~~ "Department" means the Department of Legal Affairs.

(f) "Device" means equipment or a portion of equipment that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting, receiving, or storing data, including, but not limited to, a desktop, a laptop, a cellular telephone, a tablet, or any other device designed for and capable of communicating with or across a computer network and that is used for such purpose.

(g) "Digital age verification" means either anonymous age verification, standard age verification, or device-based age verification.

(h)~~(d)~~ "Distribute" means to issue, sell, give, provide, deliver, transfer, transmit, circulate, or disseminate by any means.

(i)~~(e)~~ "Material harmful to minors" means any material that:

1. The average person applying contemporary community

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standards would find, taken as a whole, appeals to the prurient interest;

2. Depicts or describes, in a patently offensive way, sexual conduct as specifically defined in s. 847.001(19); and

3. When taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

(j) ~~(f)~~ "News-gathering organization" means any of the following:

1. A newspaper, news publication, or news source, printed or published online or on a mobile platform, engaged in reporting current news and matters of public interest, and an employee thereof who can provide documentation of such employment.

2. A radio broadcast station, television broadcast station, cable television operator, or wire service, and an employee thereof who can provide documentation of such employment.

(k) "Operating system provider" means an entity that develops, distributes, or maintains the operating system of, and provides common services for, a device. The term includes the design, programming, and supply of operating systems for various devices such as smartphones, tablets, and other digital equipment.

(l) ~~(g)~~ "Publish" means to communicate or make information available to another person or entity on a publicly available website or application.

(m) ~~(h)~~ "Resident" means a person who lives in this state for more than 6 months of the year.

(n) ~~(i)~~ "Standard age verification" means any commercially reasonable method of age verification approved by the commercial

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entity.

(o)~~(j)~~ "Substantial portion" means more than 33.3 percent of total material on a website or application.

(2) A commercial entity that knowingly and intentionally publishes or distributes material harmful to minors on a website or application, if the website or application contains a substantial portion of material harmful to minors, must use digital ~~either anonymous age verification or standard~~ age verification to verify that the age of a person attempting to access the material is 18 years of age or older and prevent access to the material by a person younger than 18 years of age. The commercial entity must offer anonymous age verification and standard age verification, and a person attempting to access the material may select which method will be used to verify his or her age unless the commercial entity is relying on device-based age verification pursuant to s. 501.1741.

(3) A commercial entity must ensure that the requirements of s. 501.1738 are met unless the commercial entity is relying on device-based age verification pursuant to s. 501.1741. A covered manufacturer must ensure that the requirements of s. 501.1741 are met.

(5)(a) Any violation of subsection (2) or subsection (3) is deemed an unfair and deceptive trade practice actionable under part II of this chapter solely by the department on behalf of a resident minor against a commercial entity or a covered manufacturer. If the department has reason to believe that a commercial entity or a covered manufacturer is in violation of subsection (2) or subsection (3), the department, as the enforcing authority, may bring an action against the commercial

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entity or a covered manufacturer for an unfair or deceptive act or practice. For the purpose of bringing an action pursuant to this section, ss. 501.211 and 501.212 do not apply. In addition to any other remedy under part II of this chapter, the department may collect a civil penalty of up to $50,000 per violation and reasonable attorney fees and court costs. When the commercial entity's or a covered manufacturer's failure to comply with subsection (2) or subsection (3) is a consistent pattern of conduct of the commercial entity or covered manufacturer, punitive damages may be assessed against the commercial entity or covered manufacturer.

(b) A third party that performs age verification for a commercial entity or covered manufacturer in violation of s. 501.1738 is deemed to have committed an unfair and deceptive trade practice actionable under part II of this chapter solely by the department against such third party. If the department has reason to believe that the third party is in violation of s. 501.1738, the department, as the enforcing authority, may bring an action against such third party for an unfair or deceptive act or practice. For the purpose of bringing an action pursuant to this section, ss. 501.211 and 501.212 do not apply. In addition to other remedies under part II of this chapter, the department may collect a civil penalty of up to $50,000 per violation and reasonable attorney fees and court costs.

(6) For purposes of bringing an action under subsection (5), a commercial entity or covered manufacturer that publishes or distributes material harmful to minors on a website or application, if the website or application contains a substantial portion of material harmful to minors and such

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website or application is available to be accessed in this state, is considered to be both engaged in substantial and not isolated activities within this state and operating, conducting, engaging in, or carrying on a business and doing business in this state, and is therefore subject to the jurisdiction of the courts of this state.

Section 3. Section 501.1741, Florida Statutes, is created to read:

501.1741 Device-based age verification.—

(1) Upon activation of a device, a covered manufacturer must take commercially reasonable and technically feasible steps to do all of the following:

(a) Determine or estimate the age of the user of the device.

(b) Provide websites, applications, application stores, and online services with a digital signal and a real-time application programming interface to verify that a person is:

1. Younger than 13 years of age.

2. At least 13 years of age but younger than 16 years of age.

3. At least 16 years of age but younger than 18 years of age.

4. Eighteen years of age or older.

(c) If the covered manufacturer is an application store, obtain parental or guardian consent before permitting a person younger than 16 years of age to download an application from the application store and provide the parent or guardian with the option to connect the developer of the application with the approving parent or guardian for the purpose of facilitating

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parental supervision tools.

(d) Beginning July 1, 2026, ensure that the requirements of this section are included by default in all operating systems and application store versions and updates for devices sold after July 1, 2026.

(2) A website, an application, or an online service that makes available material harmful to minors must recognize and allow for the receipt of digital age signals pursuant to this section.

(3) A website, an application, or an online service that makes available a substantial portion of material harmful to minors must do all of the following:

(a) Block access to the website, application, or online service if an age signal is received indicating that the person using such website, application, or online service is under 18 years of age.

(b) Provide a disclaimer to the user or visitors that the website, application, or online service contains material harmful to minors.

(c) Label itself as restricted to adults.

(4) A website, an application, or an online service that knowingly makes available less than a substantial portion of material harmful to minors must do all of the following:

(a) Block access to known material harmful to minors if an age signal is received indicating that the person using such website, application, or online service is under 18 years of age.

(b) Provide a disclaimer to users or visitors before displaying known material harmful to minors.

(5) A website, an application, or an online service with actual knowledge, through receipt of a signal regarding a user's age or otherwise, that a user is under 18 years of age must, to the extent commercially reasonable and technically feasible, provide readily available features for parents or guardians to support a minor with respect to the minor's use of the service, including features to help manage which persons or accounts are affirmatively linked to the minor, to help manage the delivery of age-appropriate content, and to limit the amount of time that the minor spends daily on the website, application, or online service.

(6) A covered manufacturer must comply with this section in a nondiscriminatory manner, specifically including, but not limited to, imposing at least the same restrictions and obligations on its own websites, applications, and online services as it does on those from third parties.

(7) A covered manufacturer may not:

(a) Use data collected from third parties, or consent mechanisms deployed for third parties, in the course of compliance with this section to compete against such third parties;

(b) Give the covered manufacturer's services preference relative to those of third parties; or

(c) Otherwise use data collected from third parties or consent mechanisms deployed by third parties in an anticompetitive manner.

(8) After requisite notice and public comment, the department may adopt rules necessary to establish the processes by which entities are to comply with this section.

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(9) This section is intended to provide uniformity of the law. Any state law, regulation, or policy or any ordinance, regulation, or policy adopted by a county, a municipality, an administrative agency, or other political subdivision of this state which is in conflict with this section is hereby superseded and is deemed null and void to the extent of the conflict with this section.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 2 - 10

and insert:

An act relating to online access by minors; amending s. 501.1736, F.S.; requiring social media platforms to disable certain encryption features for a specified purpose; amending s. 501.1737, F.S.; defining terms; revising the age verification method used by certain commercial entities to verify the age of a person accessing certain material; providing an exception; requiring a covered manufacturer to ensure certain statutory requirements are met; authorizing the Department of Legal Affairs to bring an action against covered manufacturers; authorizing the imposition of civil penalties against covered manufacturers; conforming provisions to changes made by the act; creating s. 501.1741, F.S.; requiring covered manufacturers to take certain steps upon activation of a device; requiring certain websites, applications, or online services to take certain actions based on the

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amount of material harmful to minors found on such websites, applications, or online services; requiring covered manufacturers to comply with statutory requirements in a nondiscriminatory manner; prohibiting covered manufacturers from taking certain actions; authorizing the Department of Legal Affairs to adopt rules; providing preemption;

By the Committee on Commerce and Tourism; and Senator Ingoglia

577-02809-25 2025868c1

A bill to be entitled

An act relating to social media use by minors; amending s. 501.1736, F.S.; requiring social media platforms to provide a mechanism to decrypt end-to-end encryption when law enforcement obtains a subpoena; requiring social media platforms to allow a parent or legal guardian of a minor account holder to view all messages; prohibiting minor account holders from using or accessing messages that are designed to disappear or self destruct, or are ephemeral in nature; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (b) of subsection (2), paragraph (b) of subsection (3), and paragraph (b) of subsection (4) of section 501.1736, Florida Statutes, are amended to read:

501.1736 Social media use for minors.—

(2)

(b) A social media platform shall:

1. Terminate any account held by an account holder younger than 14 years of age, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely younger than 14 years of age for purposes of targeting content or advertising, and provide 90 days for an account holder to dispute such termination. Termination must be effective upon the expiration of the 90 days if the account holder fails to effectively dispute the termination.

2. Allow an account holder younger than 14 years of age to

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577-02809-25 2025868c1

request to terminate the account. Termination must be effective within 5 business days after such request.

3. Allow the confirmed parent or guardian of an account holder younger than 14 years of age to request that the minor's account be terminated. Termination must be effective within 10 business days after such request.

4. Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain such information.

5. If law enforcement obtains a subpoena, provide a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor so that law enforcement may view messages relevant to a criminal investigation involving a minor.

6. Allow a parent or legal guardian of a minor account holder to view all messages.

7. Prohibit a minor account holder from using or accessing messages that are designed to disappear after a certain period of time or upon viewing, self-destructing messages, or messages that are ephemeral in nature.

(3)

(b) A social media platform shall:

1. Terminate any account held by an account holder who is 14 or 15 years of age, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely 14 or 15 years of age for purposes of targeting content or advertising, if the account holder's parent or guardian has not provided consent for the minor to create or maintain the account. The social media platform shall provide 90

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days for an account holder to dispute such termination. Termination must be effective upon the expiration of the 90 days if the account holder fails to effectively dispute the termination.

2. Allow an account holder who is 14 or 15 years of age to request to terminate the account. Termination must be effective within 5 business days after such request.

3. Allow the confirmed parent or guardian of an account holder who is 14 or 15 years of age to request that the minor's account be terminated. Termination must be effective within 10 business days after such request.

4. Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain such information.

5. If law enforcement obtains a subpoena, provide a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor so that law enforcement may view messages relevant to a criminal investigation involving a minor.

6. Allow a parent or legal guardian of a minor account holder to view all messages.

7. Prohibit a minor account holder from using or accessing messages that are designed to disappear after a certain period of time or upon viewing, self-destructing messages, or messages that are ephemeral in nature.

(4) If a court enjoins the enforcement of subsection (3) or would otherwise enjoin enforcement of any other provision of this section due to subsection (3), then subsection (3) shall be severed, and the following shall come into effect:

(b) A social media platform shall:

1. Terminate any account held by an account holder who is 14 or 15 years of age, including accounts that the social media platform treats or categorizes as belonging to an account holder who is likely 14 or 15 years of age for purposes of targeting content or advertising, and provide 90 days for an account holder to dispute such termination. Termination must be effective upon the expiration of 90 days if the account holder fails to effectively dispute the termination.

2. Allow an account holder who is 14 or 15 years of age to request to terminate the account. Termination must be effective within 5 business days after such request.

3. Allow the confirmed parent or guardian of an account holder who is 14 or 15 years of age to request that the minor's account be terminated. Termination must be effective within 10 business days after such request.

4. Permanently delete all personal information held by the social media platform relating to the terminated account, unless there are legal requirements to maintain such information.

5. If law enforcement obtains a subpoena, provide a mechanism to decrypt end-to-end encryption or other data encryption features that restrict the accessibility of messages on any account of a minor so that law enforcement may view messages relevant to a criminal investigation involving a minor.

6. Allow a parent or legal guardian of a minor account holder to view all messages.

7. Prohibit a minor account holder from using or accessing messages that are designed to disappear after a certain period of time or upon viewing, self-destructing messages, or messages

that are ephemeral in nature.

Section 2. This act shall take effect July 1, 2025.

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THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Banking and Insurance, *Chair*
Environment and Natural Resources, *Vice Chair*
Appropriations Committee on Criminal and Civil Justice
Appropriations Committee on Transportation, Tourism, and Economic Development
Fiscal Policy
Regulated Industries
Rules

JOINT COMMITTEE:
Joint Committee on Public Counsel Oversight

SENATOR BLAISE INGOGLIA
11th District

March 25th, 2025

The Honorable Clay Yarborough, Chair
Judiciary Committee
308 Senate Office Building
404 South Monroe Street
Tallahassee, FL 32399

RE: SB 868 Social Media Use by a Minor

Chair Yarborough,

Senate Bill 868 has been referred to the Judiciary Committee as its second committee of reference. I respectfully ask that it be placed on the committee agenda at your earliest convenience.

If I may answer questions or be of assistance, please do not hesitate to contact me. Thank you for your leadership and consideration.

Regards,

Blaise Ingoglia
State Senator, District 11

CC'd: Tom Cibula, Lisa Larson

REPLY TO:
❒ 2943 Landover Boulevard, Spring Hill, Florida 34608 (352) 666-5707
❒ 306 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5011

Senate's Website: *www.flsenate.gov*

BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

Judiciary
Committee

SB 868
Bill Number or Topic

Amendment Barcode (if applicable)

Name Aaron DiPietro

Phone 904-608-4471

Address P.O. Box 530103
Street

Email aarond@flfamily.org

Orlando FL 32853
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Family Voice

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

868
Bill Number or Topic

Amendment Barcode (if applicable)

Name Ryan Kennedy

Phone 239-671-5733

Address 5572 Cobalto way
Street

Email ryan@gofica.org

Ave Maria FL 34142
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Citizens Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

4/1/25
Meeting Date

Judiciary
Committee

The Florida Senate

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868
Bill Number or Topic

Amendment Barcode (if applicable)

Name Kara Gross

Phone 786-363-4436

Address 4343 West Flagler St
Street

Email kgross@aclufl.org

Miami — *City*
FL — *State*
33134 — *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
American Civil Liberties Union of Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Judi
Committee

8098-25 amended
Bill Number or Topic

Amendment Barcode (if applicable)

Name Katie Kelly

Phone 850-933-2922

Address P.O. BOX 12186
Street

Email KKelly@tecnet.org

Tal FL 32317
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
TecNet

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 916
INTRODUCER:	Transportation Committee and Senator Rodriguez
SUBJECT:	Indemnification of Commuter Rail Transportation Providers
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Johnson	Vickers	TR	**Fav/CS**
2.	Collazo	Cibula	JU	**Favorable**
3.			FP	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Technical Changes

I. Summary:

CS/SB 916 creates the Coastal Link Commuter Rail Service Act and establishes parameters related to the indemnification of, and insurance related to, agencies providing commuter rail service on the corridor.

The bill:

- Defines relevant terms.
- Names Brightline, the Florida East Coast Railway (FECR), the South Florida Regional Transportation Authority (SFRTA), and "agencies" as parties operating rail service on the coastal link corridor.
- Authorizes agencies to assume certain obligations regarding rail liability on the coastal link corridor, subject to specified limitations.
- Limits agencies' assumptions of liability.
- Provides an insurance coverage limit of $323 million per occurrence, which must be adjusted, without prior legislative approval, in accordance with federal law.
- Requires agencies to establish a self-insurance retention amount of $5 million.
- Provides for the allocation of liability on the rail corridor under various scenarios.
- Provides that the assumption of liability, the purchase of insurance, or the establishment of a self-insurance retention fund is not a waiver of sovereign immunity, nor does it increase an agency's limits on liability under sovereign immunity.
- Provides that FECR and Brightline are not entitled to sovereign immunity.

An agency associated with the coastal link corridor may incur costs associated with the purchase of liability insurance and the establishment of a self-insurance retention fund. *See* Section V., Fiscal Impact Statement for details.

The bill takes effect July 1, 2025.

II. Present Situation:

Rail Service in Florida

The Florida Department of Transportation (FDOT), in conjunction with other governmental entities, is required to develop and implement a rail program of statewide application. The rail program must be designed to ensure the rail system's proper maintenance, safety, revitalization, and expansion. The rail program must also assure the rail system's continued and increased availability and respond to statewide mobility needs. Among other things, FDOT must also:

- Provide the overall leadership, coordination, and financial and technical assistance necessary to assure effective responses by the state's rail system to current and anticipated mobility needs.
- Promote and facilitate the implementation of advanced rail systems, including high-speed rail and magnetic levitation systems.
- Develop and periodically update the rail system plan, based on an analysis of statewide transportation needs.[1]

Most of Florida's rail mileage is owned by private freight railroad companies. Roughly 60 percent of this rail mileage is owned by CSX Transportation, Inc. (CSX), and Florida East Coast Railway (FECR). The remaining rail mileage is owned by Norfolk Southern Railway, short line railroads, and the state.[2]

In 1988, FDOT and CSX entered into an agreement whereby FDOT purchased approximately 81 miles of CSX track and right-of-way[3] in order to operate commuter rail in South Florida.[4] The commuter rail system, known as Tri-Rail, operates in Miami-Dade, Broward, and Palm Beach counties.[5]

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[1] Section 341.302, F.S.
[2] Florida Department of Transportation (FDOT), *Florida Rail System Plan, Executive Summary*, 3 (Nov. 2023), available at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/rail/plans/rail/rail-system-plan-2023/rsp-october-version/fdot_rsp_ch-1_ada-(nov).pdf?sfvrsn=606135b_4 [hereinafter "*Florida Rail System Plan*"].
[3] This is commonly known as the South Florida Rail Corridor. FDOT, *2006 Florida Freight & Passenger Rail Plan,* 2-1 n. 1 (Feb. 2007), available at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/rail/publications/plans/rail/06visionplan/flrail06.pdf?sfvrsn=ce111160_0.
[4] *Id.* at 5-34.
[5] South Florida Regional Transportation Authority, *Tri-Rail System Map,* https://www.tri-rail.com/ (last visited March 22, 2025).

In November 2011, FDOT acquired the Central Florida Rail Corridor from CSX to provide commuter rail service on that corridor, known as SunRail. SunRail operates in Volusia, Seminole, Orange, and Osceola counties.[6]

Brightline

Brightline Trains Florida (Brightline) is the only privately-owned and operated intercity railroad in the U.S.[7] Brightline operates intercity passenger rail service on a 235-mile corridor between Miami and Orlando.[8] Brightline is planning a further extension from Orlando to Tampa.[9] As of July 2024, Brightline offers 16 daily round trips between Miami and the Orlando International Airport, with stops in West Palm Beach, Boca Raton, Fort Lauderdale, and Aventura.[10]

Florida East Coast Railway

Florida East Coast Railway (FECR) is a regional railroad owning the 351-mile mainline track between Jacksonville and Miami. In Jacksonville, the railway connects to the national railway system, allowing FECR to provide rail service to and from Georgia, Tennessee, South Carolina, and North Carolina. FECR is the exclusive rail provider for PortMiami, Port Everglades, and Port of Palm Beach.[11]

Florida Rail Liability Provisions

Florida law authorizes FDOT to implement a statewide rail program.[12] If an accident occurs in an FDOT-owned rail corridor, FDOT may assume certain detailed obligations in connection with the specific parties involved.[13] These provisions relate to FDOT trains, the National Railroad Passenger Corporation (AMTRAK) trains, and freight trains. FDOT may assume the obligations to indemnify and insure[14] freight rail service, intercity passenger rail service, and commuter rail service on FDOT-owned rail corridors, whether ownership is held in fee or by easement, or on a rail corridor where FDOT has the right to operate.[15]

Florida law caps FDOT's duty to indemnify a freight rail operator or Amtrak at $200 million.[16] FDOT is required to purchase up to $200 million in liability insurance and establish a self-insurance retention fund to cover any deductible, provided that any parties covered under the

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[6] SunRail, *Transit Asset Management Plan*, s. 1.1 (May 2023), available at https://www.r2ctpo.org/wp-content/uploads/SunRail-TAM-Plan-R2_2023.pdf [hereinafter "*Transit Asset Management Plan*"]; SunRail, *About SunRail*, https://sunrail.com/agency-information/about-sunrail/ (last visited March 22, 2025).
[7] Brightline, *About Us*, https://www.gobrightline.com/about (last visited March 22, 2025).
[8] *Florida Rail System Plan*, *supra* note 2, at 5.
[9] *Id.* at 6.
[10] Megan Dubois, *Taking the Brightline Train from Orlando to Boca Raton: Here's What It's Like*, Condé Nast Traveler (Jul. 18, 2024), https://www.cntraveler.com/story/brightline-train-orlando-to-boca-raton.
[11] Florida East Coast Railway, *Who We Are*, https://fecrwy.com/ (last visited March 22, 2025).
[12] Section 341.302, F.S.
[13] Section 341.302(17), F.S.
[14] *See* s. 343.545, F.S. (authorizing the South Florida Reginal Transportation Authority to indemnify and insure in connection with these services).
[15] Section 341.302(17)(d), F.S.
[16] Section 341.302(17)(a)6., F.S.

insurance must pay a reasonable monetary contribution to cover the cost of the insurance.[17] The self-insurance retention fund or insurance deductible is capped at $10 million.[18] Neither the purchase of insurance nor the establishment of a self-insurance retention fund constitutes a waiver of sovereign immunity.[19]

This indemnification relates to FDOT's acquisition of the Central Florida Rail Corridor from CSX for the purpose of SunRail operations.[20] In 2017, the South Florida Regional Transportation Authority (SFRTA) received similar indemnification for Tri-Rail, with a railroad liability insurance having a limit of $295 million per occurrence, which amount is adjusted in accordance with applicable law, and a self-insurance retention fund of $5 million.[21]

Sovereign Immunity

Sovereign immunity is a principle under which a government cannot be sued without its consent.[22] Article X, section 13 of the Florida Constitution allows the Legislature to waive this immunity. In accordance with that provision, Florida law allows for suits in tort against the state and its agencies and subdivisions for damages resulting from the negligence of government employees acting within the scope of employment.[23] This liability exists only where a private person would be liable for the same conduct. The waiver of sovereign immunity in s. 768.28, F.S., applies only to "injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment."[24]

Section 768.28(5), F.S., caps tort recovery from a governmental entity at $200,000 per person and $300,000 per incident.[25] Although a court may enter an excess judgment, a claimant may not collect more than the caps allow, absent a claim bill passed by the Legislature.[26]

Individual government employees, officers, or agents are immune from suit or liability for damages caused by any action taken in the scope of employment, unless the damages result from the employee's acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property.[27] A governmental entity is not liable for any damages resulting from actions by an employee outside the scope of his or her employment and is not liable for damages resulting from actions committed by the employee in bad faith,

[17] *Id.*
[18] Section 341.302(17)(b), F.S.
[19] Section 341.302(17), F.S.
[20] *Transit Asset Management Plan, supra* note 6, s. 1.1.
[21] Chapter 2017-138, s. 1, L.O.F. (codifying s. 343.545, F.S.).
[22] Cornell Law School, Legal Information Institute, *Sovereign Immunity*, https://www.law.cornell.edu/wex/sovereign_immunity (last visited March 22, 2025).
[23] Section 768.28(1), F.S.
[24] *City of Pembroke Pines v. Corrections Corp. of America, Inc.,* 274 So. 3d 1105, 1112 (Fla. 4th DCA 2019) (quoting, with emphases omitted, s. 768.28(1), F.S.).
[25] Section 768.28(5), F.S.
[26] *Breaux v. City of Miami Beach*, 899 So. 2d 1059, 1061 n. 2 (Fla. 2005).
[27] Section 768.28(9), F.S.

with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property.[28]

Federal Limitation on Rail Passenger Transportation Liability

If a claim for damages or liability arises from, or in connection with, the provision of rail passenger transportation, federal law provides a monetary cap on awards to all rail passengers. Under federal law, the aggregate allowable award to all rail passengers, against all defendants, for all claims, including punitive damages, arising from a single accident or incident may not exceed $200,000,000.[29] In 2021, this cap was adjusted in accordance with inflation to $322,864,228.[30]

Coastal Link Commuter Rail Service

Since 2021, FDOT and Broward County Transit have been evaluating the implementation of commuter rail along the FECR corridor from Aventura in Miami-Dade County into Broward County. This evaluation is a direct result of a previous study known as the "Coastal Link" that evaluated 85 miles of commuter rail in Miami-Dade, Broward, and Palm Beach counties.[31]

In August 2022, the Broward County Commission adopted a Locally Preferred Alternative for Broward Commuter Rail South (BCR South) to extend commuter rail service on the FECR corridor from Aventura north to Fort Lauderdale. The Broward County Commission directed its staff to pursue federal and state grant funding to support the project, and to coordinate, as appropriate, with other organizations in seeking grant funding.[32]

In December 2022, the Federal Transit Administration (FTA) announced that the BCR South project was accepted into the Project Development phase, making it eligible for federal funding and allowing funds expended by Broward County Transit to be used towards local match requirements.[33]

In February 2023, the Broward Metropolitan Planning Organization voted to amend its Metropolitan Transportation Plan to include BCR South as a Priority I project within the fiscally constrained portion of the plan, with project development funding programmed and approved by both Broward County and FDOT in 2022.[34]

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[28] *Id.*
[29] 49 U.S.C. § 28103.
[30] Adjustment to Rail Passenger Transportation Liability Cap, 86 Fed. Reg. 11571 (Feb. 22, 2021) (amending 49 U.S.C. § 28103), available at https://www.federalregister.gov/documents/2021/02/25/2021-03886/adjustment-to-rail-passenger-transportation-liability-cap.
[31] FDOT, *Broward Commuter Rail (BCR) South*, https://www.fdot.gov/projects/broward-commuter-rail-south/home (last visited March 22, 2025).
[32] *Id.*
[33] FDOT, *Broward Commuter Rail South*, 2 (Dec. 2023), available at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/projects_browardcommuterrail/bcr-south-faqs-december-2023.pdf?sfvrsn=980dd63d_1; FDOT, *About the Project*, https://www.fdot.gov/projects/broward-commuter-rail-south/about-the-project (last visited Mar. 22, 2025).
[34] *Id.*

Miami-Dade County is also studying the implementation of commuter rail service in the FECR corridor from Downtown Miami to Aventura, known as the Northeast Corridor. The Northeast Corridor is in the Project Development phase with the FTA, making it eligible to compete for federal funding.[35]

The Northeast Corridor will establish a new rapid transit route from Miami Central Station in downtown Miami to West Aventura Station, using the existing railroad corridor shared with Brightline and freight rail services. The project will use Brightline's existing stations and add five additional stations.[36]

III. Effect of Proposed Changes:

The bill creates the Coastal Link Commuter Rail Service Act, Part III to ch. 343, F.S., to establish parameters related to the indemnification of, and insurance related to, commuter rail transportation providers facilitating commuter rail service on the coastal link corridor.

Under Part III to ch. 343, F.S., the bill creates s. 343.711, F.S., to provide a short title: the "Coastal Link Commuter Rail Service Act." The bill also creates s. 343.712, F.S., which authorizes the indemnification and insurance obligations on the coastal link corridor. These obligations are similar to what is currently in place for SunRail and Tri-Rail.

Definitions

For purposes of the Act, the bill defines the following terms:

- "Agency" means any state agency, county, municipality, district, authority, or other separate unit of government created or established by law, which has entered into an agreement with Brightline, and which authorizes the agency, or a third party selected by the agency, to operate commuter rail service on the coastal link corridor.
- "Authority" means the South Florida Regional Transportation Authority.
- "Brightline" means Brightline Trains Florida LLC, or its successors or assigns, or any affiliate that is party to an agreement with an agency in connection with the coastal link corridor.[37]
- "Brightline station" means any intercity passenger rail service station owned and operated by Brightline in the cities of Miami, Fort Lauderdale, Boca Raton, or West Palm Beach, or near Aventura, as well as any future station developed by Brightline in connection with its intercity passenger rail service.
- "Coastal link corridor" means the rail transit system, including the intercity passenger rail service stations and vehicle maintenance facilities, located on or adjacent to a Brightline or Florida East Coast Railway corridor in Miami-Dade County, Broward County, or Palm Beach County.[38]

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[35] *Id.*

[36] Miami-Dade County, *Northeast Corridor*, https://www.miamidade.gov/global/transportation/smart-plan-northeast-corridor.page (last visited Mar. 22, 2025).

[37] For purposes of Brightline's status as indemnitee under the bill, the term "Brightline" includes Florida East Coast Dispatch, LLC, or its successors or assigns.

[38] The term 'coastal link corridor" includes structures essential to railroad operations, including the land, structures, improvements, rights-of-way, easements, rail lines, rail beds, guideway structures, switches, yards, parking facilities, power

- "Coastal link corridor invitee" means any person who is on or near the coastal link corridor, and who is a passenger or is otherwise present on the coastal link corridor at the request of, pursuant to a contract with, or otherwise for the purpose of doing business with or at the command of, an operator.[39]
- "Coastal link corridor limited covered accident" means a collision directly between the trains, locomotives, rail cars, or rail equipment of more than one operator on the coastal link corridor, if the collision is caused by or arising from the willful misconduct of one of the operators, as adjudicated pursuant to a final and unappealable court order, or if punitive damages or exemplary damages are awarded due to the conduct of such operator, as adjudicated pursuant to a final and unappealable court order.
- "Commuter rail service" means the operation of an agency's trains transporting passengers and making frequent stops within urban areas and their immediate suburbs along the coastal link corridor, for the purpose of passenger boarding and alighting, and the nonrevenue movement of passenger trains for storage, maintenance, or repairs.[40]
- "Florida East Coast Railway or FECR" means Florida East Coast Railway, LLC, or its successors and assigns.[41]
- "Intercity passenger rail service" means all passenger service on the rail corridor or coastal link corridor, as applicable, other than commuter rail service, which is characterized by trains making less frequent stops along the rail corridor than are made by the commuter rail service.
- "Joint infrastructure" means any portion or segment of the coastal link corridor, except that the term does not include tracks or infrastructure designated for the exclusive use of an agency, the authority, Brightline, or FECR, or portions of any Brightline station used by Brightline, the authority, or an agency, as applicable, including, but not limited to, pedestrian bridges, stairs, elevators, and escalators.
- "Operator" means Brightline, including any passenger rail operators that access the coastal link corridor pursuant to a contract with Brightline, other than an agency; FECR, including Amtrak or any freight rail operators that access the coastal link corridor pursuant to a contract with FECR; the authority, with respect to its operations contemplated under s. 343.545, F.S.; or an agency.
- "Passenger" means, with respect to intercity passenger rail service or commuter rail service, any person, ticketed or unticketed, using the intercity passenger rail service or commuter rail service on the coastal link corridor:
    - On board trains, locomotives, rail cars, or rail equipment employed in such intercity passenger rail service or commuter rail service, or boarding or alighting therefrom;
    - On or about the coastal link corridor for any purpose related to such intercity passenger rail service or commuter rail service, including parking or purchasing tickets, and coming to, waiting for, and leaving from locomotives, rail cars, or rail equipment; or

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relays, switching houses, rail stations, ancillary developments, and any other facilities or equipment used for the purposes of construction, operation, or maintenance of a railroad that provides rail service.

[39] The term "coastal link corridor invitee" does not include patrons at any station, except those patrons who are also the operator's passengers; commercial or residential tenants at any station or the developments in and around the stations, or their invitees; or third parties performing work at a station or in the coastal link corridor, including any utilities or fiber optic companies.

[40] The term "commuter rail service" does not include the operation of trains by Brightline at Brightline stations in connection with Brightline's intercity passenger rail service.

[41] For purposes of its status as indemnitee, the term "FECR" includes Florida East Coast Dispatch, LLC, or its successors or assigns.

  - Meeting, assisting, or in the company of any person described above.
- "Proportionate share" means, with respect to any loss, injury, or damage for which operators share responsibility, a percentage in proportion to the number of operators involved in the relevant incident. If one or more agencies are jointly operating a commuter rail service, such agencies are considered a single operator for purposes of computing and assessing the proportionate share of such loss, injury, or damage.
- "Self-insurance retention amount" means an amount equal to $5 million.

Assumption of Obligations

The bill authorizes any agency, in conjunction with the development or operation of a commuter rail service on the coastal link corridor, to assume the obligation by contract to protect, defend, indemnify, and hold harmless, FECR, Brightline, and either entity's officers, agents, employees, and successors and assigns from and against:

- Any liability, cost, and expense, regardless of whether the loss, damage, destruction, injury, or death giving rise to such liability, cost, or expense is caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of FECR or Brightline, their successors and assigns, or their officers, agents, and employees, or any other person; and
- Any loss, injury, or damage incurred by FECR or Brightline, or allocated to FECR or Brightline, up to $5 million with respect to coastal link corridor limited covered accidents caused by an agency.

The bill provides that an agency's assumption of liability by contract, as provided above, may not exceed the following parameters regarding its allocation of risk:

- An agency may assume sole responsibility for any liability, loss, or expense to its passengers, or coastal link corridor invitees, third parties, or trespassers, regardless of circumstance or cause.
- If FECR or Brightline, including either of their officers, agents, employees, or successors and assigns, causes a limited covered accident, an agency may not protect, defend, and indemnify FECR or Brightline for any liability, cost, or expense, including punitive or exemplary damages, in excess of the $5 million self-insurance retention amount unless FECR or Brightline, agrees, with respect to the limited covered accident, to protect, defend, and indemnify an agency for the self-insurance retention amount.

Under the bill, if an incident occurs and only an agency train is involved, including an incident with a trespasser or an at-grade crossing, an agency may agree to be solely responsible for any loss, injury, or damage.

If an incident occurs and only an authority train is involved, including an incident with a trespasser or an at-grade crossing, an agency is solely responsible for any loss of, or injury or damage to, the agency's property, passengers, and coastal link corridor invitees.

If an incident occurs and only an FECR train is involved, including an incident with a trespasser or an at-grade crossing, FECR is solely responsible for any loss, injury, or damage, except that:

- An agency is responsible for any loss of, or injury or damage to, the agency's passengers and coastal link corridor invitees; and

- Brightline is responsible for any loss of, or injury or damage to, Brightline's passengers and coastal link corridor invitees.

If an incident occurs and only a Brightline train is involved, including an incident with a trespasser or an at-grade crossing, Brightline is solely responsible for any loss, injury, or damage, except that:

- An agency is responsible for any loss of, or injury or damage to, the agency's passengers and coastal link corridor invitees; and
- FECR is responsible for any loss of, or injury or damage to, FECR's passengers and coastal link corridor invitees.

If an incident occurs involving two or more operators, the bill provides that each operator is responsible for all of the following, subject to the limits provided above:

- Its own property;
- Its own passengers; employees, excluding employees who are, at the time of the incident, coastal link corridor invitees of another operator; and other coastal link corridor invitees.
- Its proportionate share of any loss or damage to joint infrastructure; and
- Its proportionate share of any loss of, or injury or damage to, coastal link corridor invitees who are not coastal link corridor invitees of such operator, and trespassers or third parties outside the coastal link corridor as a result of the incident; however, an agency remains responsible for its passengers and its coastal link corridor invitees regardless of whether the agency was involved in the incident.

Under the bill, the contractual duty, individually or jointly with another agency to the extent such agencies are jointly operating a commuter rail service, to protect, defend, indemnify, and hold harmless Brightline or FECR with respect to claims by rail passengers must expressly include a limitation on the amount of the contractual duty, which may not exceed $323 million per occurrence.

However, this $323 million limitation on liability must be adjusted so that the per occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with federal regulations,[42] without the agency receiving prior legislative approval.

The bill provides that an operator's employee is not considered to be an operator's coastal link corridor invitee if the employee is a passenger or is otherwise present on the coastal link corridor at the request of, or pursuant to a contract with, or otherwise for the purpose of doing business with or at the command of, another operator. A passenger transferring from one operator's service (original operator), to another operator's service (connecting operator), is the original operator's coastal link corridor invitee until the passenger has left the original operator's platform. Once the passenger leaves the original operator's platform, the passenger is the connecting operator's coastal link corridor invitee.

[42] 49 U.S.C. s. 28103, or any successor provision.

However, any allocation of liability between an agency and any other agency of the state must be allocated as agreed to by the agencies and limited by s. 768.28(19), F.S.[43] This does not limit an agency's authority to indemnify FECR or Brightline.

Purchase of Insurance

The bill authorizes an agency to purchase, either individually or jointly if operating with another agency, liability insurance in an amount of up to $323 million per occurrence. However, this amount must be adjusted so that the per occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with federal regulations.[44]

The bill authorizes an agency to establish a self-insurance retention fund to pay the deductible limits established in its insurance policies, including coverage for an agency, a freight rail operator, Brightline, commuter rail service providers, governmental entities, or any ancillary development. This self-insurance retention fund or deductible may not exceed $5 million.

The bill authorizes the agency's insurance and self-insurance retention fund to cover all damages, including, but not limited to, compensatory, special, and exemplary, and be maintained to provide an adequate fund to cover claims and liabilities for loss, injury, or damage arising out of, or connected with, the ownership, operation, maintenance, and management of the coastal link corridor. Any self-insurance retention fund must be held in a segregated account and is subject to the same conditions, restrictions, exclusions, obligations, and duties included in any of the railroad liability insurance policies.

Sovereign Immunity

The bill provides that the assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; or the establishment of a self-insurance retention fund is not a waiver of any defense of sovereign immunity for tort claims and does not increase an agency's limits of liability for tort claims under sovereign immunity.[45]

The bill provides that unless otherwise specifically provided by law, FECR and Brightline and their respective officers, agents, and employees may not be construed to be officers, agents, employees, or subdivisions of the state and are not entitled to sovereign immunity.

Effective Date

The bill takes effect July 1, 2025.

[43] Section 768.28(19), F.S., provides that neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. It also provides requirements for certain contracts.
[44] 49 U.S.C. s. 28103, or any successor provision.
[45] *See* s. 768.28, F.S. (codifying sovereign immunity).

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

The bill authorizes an agency to purchase liability insurance and establish a self-insurance retention fund of $5 million. The agency will incur costs associated with the purchase of such insurance and establish a self-insurance retention fund.

VI. Technical Deficiencies:

None.

VII. Related Issues:

The bill creates the "Coastal Link Commuter Rail Service Act" as part III of ch. 343, F.S. Chapter 343, F.S., relates to regional transportation.[46] Various other Florida Statutes include references to authorities created in s. 343, F.S. Based on these provisions, the agency may be:

[46] Entities created in ch. 343, F.S., are the South Florida Regional Transportation Authority (part I) and the Center Florida Regional Transportation Authority (part II).

- Subject to performance monitoring by the Florida Transportation Commission;[47]
- Required to have members of its governing body file Form 6 financial disclosures;[48]
- Required to provide fare discounts for disabled veterans;[49]
- Eligible for state funding for public transportation projects;[50]
- Eligible for certain fixed-guideway transportation funding;[51] and
- Considered a public transit provider for purposes of the Florida Public Transit Act.[52]

VIII. Statutes Affected:

This bill creates the following sections of the Florida Statutes: 343.711 and 343.712.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:

(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Transportation on March 19, 2025:

- Removes the word "Act" from the name of the part of the statute chapter created in the bill.
- Removes the word "county" and changes a reference from "self-insured" to "self-insurance."

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

[47] Section 20.23(2)(b)8., F.S.
[48] Section 112.3144(1)(b), F.S. These are the more detailed financial disclosures filed by certain elected officials.
[49] Section 163.58, F.S.
[50] Section 206.46(3), F.S.
[51] Section 215.615, F.S.
[52] Section 341.031(1), F.S. The Florida Public Transit Act is codified in ss. 341.011-341.061, F.S.

By the Committee on Transportation; and Senator Rodriguez

596-02599-25 2025916c1

A bill to be entitled

An act relating to indemnification of commuter rail transportation providers; creating part III of ch. 343, F.S., entitled "Coastal Link Commuter Rail Service"; creating s. 343.711, F.S.; providing a short title; creating s. 343.712, F.S.; defining terms; authorizing an agency to assume the obligation to protect, defend, indemnify, and hold harmless certain entities from and against certain liabilities, costs, and expenses in certain circumstances; prohibiting such assumption of liability from exceeding certain parameters of allocation of risk; requiring that a contractual duty to protect, defend, indemnify, and hold harmless certain entities with respect to claims by rail passengers include a specific limitation on the amount of such duty; requiring the adjustment of such amount in certain circumstances; providing that an employee of an operator is not a coastal link corridor invitee of such operator in certain circumstances; specifying the circumstances under which certain passengers are coastal link corridor invitees of certain operators; requiring that the allocation of liability between certain agencies be allocated as agreed and limited by certain provisions; authorizing an agency to purchase liability insurance up to a specified amount; requiring the adjustment of such amount in certain circumstances; authorizing an agency to establish a self-insurance retention fund for a specified purpose; providing construction;

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596-02599-25 2025916c1

providing requirements for such fund; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Part III of chapter 343, Florida Statutes, consisting of ss. 343.711 and 343.712, Florida Statutes, is created and entitled "Coastal Link Commuter Rail Service."

Section 2. Section 343.711, Florida Statutes, is created to read:

343.711 Short title.—This part may be cited as the "Coastal Link Commuter Rail Service Act."

Section 3. Section 343.712, Florida Statutes, is created to read:

343.712 Power to assume indemnification and insurance obligations; definitions.—

(1) As used in this section, the term:

(a) "Agency" means any state agency, county, municipality, district, authority, or other separate unit of government created or established by law which has entered into an agreement with Brightline which authorizes the agency, or a third party selected by the agency, to operate commuter rail service on the coastal link corridor.

(b) "Authority" means the South Florida Regional Transportation Authority.

(c) "Brightline" means Brightline Trains Florida LLC, or its successors or assigns, or any affiliate that is a party to an agreement with an agency in connection with the coastal link corridor. For purposes of its status as indemnitee under

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paragraph (2)(b), the term includes Florida East Coast Dispatch, LLC, or its successors or assigns.

(d) "Brightline station" means any intercity passenger rail service station owned and operated by Brightline in the cities of Miami, Fort Lauderdale, Boca Raton, or West Palm Beach or near Aventura, as well as any future station developed by Brightline in connection with its intercity passenger rail service.

(e) "Coastal link corridor" means the rail transit system, including the intercity passenger rail service stations and vehicle maintenance facilities, located on or adjacent to a Brightline or Florida East Coast Railway corridor in Miami-Dade County, Broward County, or Palm Beach County. The term includes structures essential to railroad operations, including the land, structures, improvements, rights-of-way, easements, rail lines, rail beds, guideway structures, switches, yards, parking facilities, power relays, switching houses, rail stations, ancillary developments, and any other facilities or equipment used for the purposes of construction, operation, or maintenance of a railroad that provides rail service.

(f) "Coastal link corridor invitee" means any person who is on or about the coastal link corridor and who is a passenger or is otherwise present on the coastal link corridor at the request of, pursuant to a contract with, or otherwise for the purpose of doing business with or at the behest of, an operator. The term does not include patrons at any station, except those patrons who are also the operator's passengers; commercial or residential tenants at any station or the developments in and around the stations, or their invitees; or third parties

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performing work at a station or in the coastal link corridor, including any utilities or fiber optic companies.

(g) "Coastal link corridor limited covered accident" means a collision directly between the trains, locomotives, rail cars, or rail equipment of more than one operator on the coastal link corridor, where the collision is caused by or arising from the willful misconduct of one of the operators, as adjudicated pursuant to a final and unappealable court order, or, if punitive damages or exemplary damages are awarded due to the conduct of such operator, as adjudicated pursuant to a final and unappealable court order.

(h) "Commuter rail service" means the operation of an agency's trains transporting passengers and making frequent stops within urban areas and their immediate suburbs along the coastal link corridor for the purpose of passenger boarding and alighting, and the nonrevenue movement of passenger trains for storage, maintenance, or repairs. The term does not include the operation of trains by Brightline at Brightline stations in connection with Brightline's intercity passenger rail service.

(i) "Florida East Coast Railway" or "FECR" means Florida East Coast Railway, LLC, or its successors and assigns. For purposes of its status as indemnitee under paragraph (2)(a), the term includes Florida East Coast Dispatch, LLC, or its successors or assigns.

(j) "Intercity passenger rail service" means all passenger service on the rail corridor or coastal link corridor, as applicable, other than commuter rail service which is characterized by trains making less frequent stops along the rail corridor than are made by the commuter rail service.

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(k) "Joint infrastructure" means any portion or segment of the coastal link corridor, except that the term does not include tracks or infrastructure designated for the exclusive use of an agency, the authority, Brightline, or FECR or portions of any Brightline station used by Brightline, the authority, or an agency, as applicable, including, but not limited to, pedestrian bridges, stairs, elevators, and escalators.

(l) "Operator" means Brightline, including any passenger rail operators that access the coastal link corridor pursuant to a contract with Brightline, other than an agency; FECR, including Amtrak or any freight rail operators that access the coastal link corridor pursuant to a contract with FECR; the authority, with respect to its operations contemplated under s. 343.545; or an agency.

(m) "Passenger" means, with respect to intercity passenger rail service or commuter rail service, any person, ticketed or unticketed, using the intercity passenger rail service or commuter rail service on the coastal link corridor:

1. On board trains, locomotives, rail cars, or rail equipment employed in such intercity passenger rail service or commuter rail service, or boarding or alighting therefrom;

2. On or about the coastal link corridor for any purpose related to such intercity passenger rail service or commuter rail service, including parking or purchasing tickets therefor and coming to, waiting for, and leaving from locomotives, rail cars, or rail equipment; or

3. Meeting, assisting, or in the company of any person described in subparagraph 1. or subparagraph 2.

(n) "Proportionate share" means, with respect to any loss,

injury, or damage for which operators share responsibility pursuant to this section, a percentage in proportion to the number of operators involved in the relevant incident. When one or more agencies are jointly operating a commuter rail service, such agencies are considered a single operator for purposes of computing and assessing the proportionate share of such loss, injury, or damage.

(o) "Self-insurance retention amount" means an amount equal to $5 million.

(2)(a) An agency, in conjunction with the development or operation of a commuter rail service on the coastal link corridor, may assume the obligation by contract to protect, defend, indemnify, and hold harmless, subject to the limitations set forth in paragraph (b):

1. FECR and its officers, agents, employees, and successors and assigns from and against:

a. Any liability, cost, and expense, regardless of whether the loss, damage, destruction, injury, or death giving rise to such liability, cost, or expense is caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of FECR, its successors and assigns, or its officers, agents, and employees, or any other person; and

b. Any loss, injury, or damage incurred by FECR, or allocated to FECR under subparagraph (b)6., up to an amount of $5 million with respect to coastal link corridor limited covered accidents caused by an agency.

2. Brightline and its officers, agents, employees, and successors and assigns from and against:

a. Any liability, cost, and expense, regardless of whether

the loss, damage, destruction, injury, or death giving rise to such liability, cost, or expense is caused in whole or in part by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of Brightline, its successors and assigns, or its officers, agents, and employees, or any other person; and

b. Any loss, injury, or damage incurred by Brightline, or allocated to Brightline under subparagraph (b)7., up to an amount of $5 million with respect to coastal link corridor limited covered accidents caused by an agency.

(b) The assumption of liability of an agency by contract pursuant to paragraph (a) may not exceed the following parameters of allocation of risk:

1. An agency may assume sole responsibility for any liability, loss, or expense to such agency's passengers, or coastal link corridor invitees, third parties, or trespassers, regardless of circumstance or cause, subject to this paragraph.

2. If a coastal link corridor limited covered accident is caused by FECR or its officers, agents, employees, or successors and assigns, an agency may not protect, defend, and indemnify FECR for any liability, cost, or expense, including punitive or exemplary damages, in excess of the self-insurance retention amount unless FECR, or Brightline on FECR's behalf, agrees, with respect to the coastal link corridor limited covered accident, to protect, defend, and indemnify an agency for the self-insurance retention amount.

3. If a coastal link corridor limited covered accident is caused by Brightline or its officers, agents, employees, and successors and assigns, an agency may not protect, defend, and indemnify Brightline for any liability, cost, or expense,

including punitive or exemplary damages, in excess of the self-insurance retention amount unless Brightline agrees, with respect to the coastal link corridor limited covered accident, to protect, defend, and indemnify an agency for the amount of the self-insurance retention amount.

4. When an incident occurs with only an agency train involved, including an incident with a trespasser or an at-grade crossing, an agency may agree to be solely responsible for any loss, injury, or damage.

5. When an incident occurs with only an authority train involved, including an incident with a trespasser or an at-grade crossing, an agency is solely responsible for any loss of, or injury or damage to, the agency's property, passengers, and coastal link corridor invitees.

6. When an incident occurs with only an FECR train involved, including an incident with a trespasser or an at-grade crossing, FECR is solely responsible for any loss, injury, or damage, except that:

a. An agency is responsible for any loss of, or injury or damage to, the agency's passengers and coastal link corridor invitees; and

b. Brightline is responsible for any loss of, or injury or damage to, Brightline's passengers and coastal link corridor invitees.

7. When an incident occurs with only a Brightline train involved, including an incident with a trespasser or an at-grade crossing, Brightline is solely responsible for any loss, injury, or damage, except that:

a. An agency is responsible for any loss of, or injury or

damage to, the agency's passengers and coastal link corridor invitees; and

b. FECR is responsible for any loss of, or injury or damage to, FECR's passengers and coastal link corridor invitees.

8. When an incident occurs involving two or more operators, each operator is responsible for all of the following, subject to the limits provided in paragraph (a):

a. Its own property.

b. Its own passengers; employees, excluding employees who are, at the time of the incident, coastal link corridor invitees of another operator; and other coastal link corridor invitees.

c. Its proportionate share of any loss or damage to the joint infrastructure.

d. Its proportionate share of any loss of, or injury or damage to, coastal link corridor invitees who are not coastal link corridor invitees of such operator and trespassers or third parties outside the coastal link corridor as a result of the incident, provided that an agency is responsible for its passengers and its coastal link corridor invitees regardless of whether the agency was involved in the incident.

(c) The contractual duty, individually or jointly with another agency to the extent such agencies are jointly operating a commuter rail service, to protect, defend, indemnify, and hold harmless Brightline or FECR with respect to claims by rail passengers must expressly include a limitation on the amount of the contractual duty, which may not exceed $323 million per occurrence. However, the amount must be adjusted so that the per occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants,

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for all claims, including claims for punitive damages, arising from a single accident or incident in accordance with 49 U.S.C. s. 28103, or any successor provision thereto, without prior legislative approval on the part of the agency.

(d) An employee of an operator is not a coastal link corridor invitee of such operator at any time the employee is a passenger or is otherwise present on the coastal link corridor at the request of, or pursuant to a contract with, or otherwise for the purpose of doing business with or at the behest of, another operator. A passenger transferring from the service of one operator, an original operator, to another operator, a connecting operator, is a coastal link corridor invitee of the original operator until the passenger has left the original operator's platform. Once the passenger leaves the original operator's platform, the passenger is a coastal link corridor invitee of the connecting operator.

(e) Notwithstanding any provision to the contrary in this section, any allocation of liability between an agency and any other agency of the state must be allocated as is agreed to by such agencies and limited by s. 768.28(19). This paragraph does not limit the authority of an agency to indemnify FECR or Brightline pursuant to this section.

(f) An agency may purchase, either individually or jointly when operating with another agency, liability insurance, at an amount up to $323 million per occurrence. However, the amount of liability insurance must be adjusted so that the per occurrence insurance requirement is equal to the aggregate allowable awards to all rail passengers, against all defendants, for all claims, including claims for punitive damages, arising from a single

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accident or incident in accordance with 49 U.S.C. s. 28103, or any successor provision thereto. Additionally, an agency may establish a self-insurance retention fund for the purpose of paying the deductible limit established in the insurance policies it obtains, including coverage for an agency, a freight rail operator, Brightline, commuter rail service providers, governmental entities, or any ancillary development, which self-insurance retention fund or deductible may not exceed the self-insurance retention amount. Such insurance and self-insurance retention fund may provide coverage for all damages, including, but not limited to, compensatory, special, and exemplary, and be maintained to provide an adequate fund to cover claims and liabilities for loss, injury, or damage arising out of or connected with the ownership, operation, maintenance, and management of the coastal link corridor. Any self-insurance retention fund must be a segregated account of an agency and subject to the same conditions, restrictions, exclusions, obligations, and duties included in any of the policies of the railroad liability insurance specified in this paragraph.

(g) The assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; or the establishment of a self-insurance retention fund is not a waiver of any defense of sovereign immunity for tort claims and does not increase the limits of an agency's liability for tort claims provided in s. 768.28.

(h) Unless otherwise specifically provided by law, FECR and Brightline and their respective officers, agents, and employees may not be construed to be officers, agents, employees, or subdivisions of the state and are not entitled to sovereign

immunity.

Section 4. This act shall take effect July 1, 2025.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 20, 2025

I respectfully request that **CS/SB #916**, relating to Indemnification of Commuter Rail Transportation Providers, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Senator Ana Maria Rodriguez
Florida Senate, District 40

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/2025
Meeting Date

Judiciary
Committee

9/6
Bill Number or Topic

Amendment Barcode (if applicable)

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PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Chamber of Commerce

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/CS/SB 922
INTRODUCER:	Judiciary Committee; Commerce and Tourism Committee; and Senator Leek
SUBJECT:	Employment Agreements
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	McMillan	McKay	CM	**Fav/CS**
2.	Bond	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Technical Changes

I. Summary:

CS/CS/SB 922 creates the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act," which establishes the framework for the use of covered garden leave agreements and covered noncompete agreements between a covered employer and a covered employee. A covered garden leave agreement or a covered noncompete agreement does not violate state antitrust laws. An employee must be given 7 days to review a covered agreement before signing. The bill limits covered agreements to 4 years and provides for the enforcement of covered agreements.

A covered employee is one earning more than twice the annual mean wage in Florida or who has access to confidential information or customer relations. A covered garden leave agreement is an agreement to keep paying an existing covered employee even though the employee is not required to appear at work or produce any output. The employee agrees not to take any other employment during that period without the permission of the employer. A covered noncompete agreement is an agreement usually signed at the beginning of employment whereby the covered employee agrees not to work for a competitor for a set length of time after termination of employment.

The bill takes effect July 1, 2025.

II. Present Situation:

Federal Antitrust Laws

In 1890, Congress passed the first antitrust law, the Sherman Act, as a comprehensive charter of economic liberty aimed at preserving free and unfettered competition as the rule of trade. Congress subsequently passed two additional antitrust laws in 1914: the Federal Trade Commission Act, which created the Federal Trade Commission (FTC), and the Clayton Act. Currently, these are the three core federal antitrust laws.[1]

The Sherman Act

The Sherman Act outlaws every contract, combination, or conspiracy in restraint of trade, and any monopolization, attempted monopolization, or conspiracy or combination to monopolize. The Sherman Act does not prohibit every restraint of trade – only those that are unreasonable. For example, an agreement between two individuals to form a partnership may restrain trade, but may not do so unreasonably, and thus may be lawful under the antitrust laws. In contrast, certain acts are considered "per se" violations of the Sherman Act because they are harmful to competition. These include plain arrangements among competing individuals or businesses to fix prices, divide markets, or rig bids.[2]

The penalties for violating the Sherman Act can be severe. Although most enforcement actions are civil, the Sherman Act is also a criminal law, and individuals and businesses that violate it may be prosecuted by the U.S. Department of Justice. Criminal prosecutions are typically limited to intentional and clear violations. The Sherman Act imposes criminal penalties of up to $10 million for a corporation and $350,000 for an individual, along with up to 3 years in prison.[3] Under some circumstances, the maximum fines can be higher.[4]

The Federal Trade Commission Act

The Federal Trade Commission Act prohibits unfair methods of competition and unfair or deceptive acts or practices.[5] The U.S. Supreme Court has ruled that all violations of the Sherman Act also violate the FTC Act. Therefore, the FTC can bring cases under the FTC Act against the same kinds of activities that violate the Sherman Act. The FTC Act also reaches other practices that harm competition but may not fit neatly into categories of conduct formally prohibited by the Sherman Act. Only the FTC may bring cases under the FTC Act.[6]

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[1] *See The Antitrust Laws*, Federal Trade Commission, *available at* https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/antitrust-laws (last visited Mar. 18, 2025).
[2] *Id.*
[3] *Antitrust Enforcement and the Consumer*, U.S. Department of Justice, *available at* https://www.govinfo.gov/content/pkg/GOVPUB-J-PURL-LPS16084/pdf/GOVPUB-J-PURL-LPS16084.pdf (last visited Mar. 18, 2025). *See also* 15 U.S.C.A. § 2
[4] *Id.*
[5] 15 U.S.C. §§ 41-58.
[6] *The Antitrust Laws*, Federal Trade Commission, *available at* https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/antitrust-laws (last visited Mar. 18, 2025).

The Clayton Act

The Clayton Act addresses specific practices that the Sherman Act does not clearly prohibit, such as mergers and interlocking directorates.[7] It also bans mergers and acquisitions where the effect may substantially lessen competition or create a monopoly. As amended by the Robinson-Patman Act of 1936, the Clayton Act also prohibits certain discriminatory prices, services, and allowances in dealings between merchants. The Clayton Act was amended again in 1976 by the Hart-Scott-Rodino Antitrust Improvements Act to require companies planning large mergers or acquisitions to notify the government of their plans in advance. Additionally, private parties are authorized to sue for triple damages when they have been harmed by conduct that violates either the Sherman or Clayton Act and to obtain a court order prohibiting the anticompetitive practice prospectively.[8]

Florida Antitrust Laws

Florida law also provides protections against anticompetitive practices. Chapter 542, F.S., the Florida Antitrust Act of 1980, is intended to complement the body of federal law prohibiting restraints of trade or commerce in order to foster effective competition.[9] It outlaws every contract, combination, or conspiracy in restraint of trade or commerce in Florida[10] and any person from monopolizing or attempting or conspiring to monopolize any part of trade.[11]

Contracts in Restraint of Trade or Commerce

Generally, a contract in restraint of trade or commerce in Florida is unlawful.[12] However, non-competition restrictive covenants[13] contained in employment agreements that are reasonable in time, area, and line of business, are not prohibited.[14] In any action concerning enforcement of a restrictive covenant, a court may not enforce a restrictive covenant unless it is set forth in a writing signed by the person against whom enforcement is sought, and the person seeking enforcement of a restrictive covenant must prove the existence of one or more legitimate business interests justifying the restrictive covenant.[15] The term "legitimate business interest" includes, but is not limited to:

- Trade secrets;[16]
- Valuable confidential business or professional information that does not otherwise qualify as trade secrets;

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[7] "Interlocking directorates" means the same person making business decisions for competing companies. *See also id*.
[8] *Id.*
[9] Section 542.16, F.S.
[10] Section 542.18, F.S.
[11] Section 542.19, F.S.
[12] Section 542.18, F.S.
[13] Section 542.335, F.S. employs the term "restrictive covenants" and includes all contractual restrictions such as noncompetition/nonsolicitation agreements, confidentiality agreements, exclusive dealing agreements, and all other contractual restraints of trade. *See Henao v. Prof'l Shoe Repair, Inc.*, 929 So.2d 723, 726 (Fla. 5th DCA 2006).
[14] Section 542.335(1), F.S.
[15] *Id*.
[16] Section 688.002(4), F.S., defines a "trade secret" as information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

- Substantial relationships with specific prospective or existing customers, patients, or clients;
- Customer, patient, or client goodwill associated with:
  - An ongoing business or professional practice, by way of trade name, trademark, service mark, or "trade dress;"
  - A specific geographic location; or
  - A specific marketing or trade area; or
- Extraordinary or specialized training.[17]
- Any restrictive covenant not supported by a legitimate business interest is unlawful and is void and unenforceable.[18] A person seeking enforcement of a restrictive covenant must prove that the contractually specified restraint is reasonably necessary to protect the legitimate business interest or interests justifying the restriction.[19]

Trade Secrets

Section 812.081, F.S., defines a "trade secret" as the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof, whether tangible or intangible, and regardless of whether or how it is stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- Secret;
- Of value;
- For use or in use by the business; and
- Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it.[20]

Penalties

Florida law criminalizes the disclosure or theft of trade secrets. For example:

- Section 815.04, F.S., makes it a third degree felony[21] for a person to willfully, knowingly, and without authorization disclose or take data, programs, or supporting documentation that are trade secrets that reside or exist internal or external to a computer, computer system, computer network, or electronic device.[22]
- Section 812.081(2), F.S., makes it a third degree felony for a person to willfully and without authorization, obtain or use, or endeavor to obtain or use, a trade secret with the intent to either temporarily or permanently:

[17] Section 542.335(1)(b), F.S.
[18] *Id*.
[19] Section 542.335(1)(c), F.S.
[20] Section 812.081(1)(f), F.S.
[21] A third degree felony is punishable by up to 5 years imprisonment and a $5,000 fine. *See* ss. 775.082 and 775.083, F.S.
[22] The offense is a second degree felony if committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain property.

- Deprive or withhold from the trade secret's owner the control or benefit of a trade secret; or
- Appropriate a trade secret to his or her own use or to the use of another person not entitled to the trade secret.

- Section 812.081(3), F.S., makes it a second degree felony[23] for a person who traffics in, or endeavors to traffic in, a trade secret that he or she knows or should know was obtained or used without authorization.

Restrictive Covenants in Florida Health Care

Under s. 542.336, F.S., a restrictive covenant entered into with a physician who practices a medical specialty in a county where one entity employs or contracts with all physicians who practice that specialty in that county, is not supported by a legitimate business interest and is void and unenforceable.[24] The restrictive covenant remains void and unenforceable until three years after the date on which a second entity that employs or contracts with one or more physicians who practice that specialty begins serving patients in that county.[25]

In *21st Century Oncology, Inc.*, the plaintiff sought a preliminary injunction to enjoin the application and enforcement of s. 542.336, F.S. In August of 2019, the U.S. District Court for the Northern District of Florida denied the injunction. While s. 542.336, F.S., was found to impair the plaintiff's employment contracts within the meaning of the Contracts Clause, the court held that the degree of impairment did not outweigh the statute's significant, legitimate public purpose.[26]

Federal Trade Commission Rule

In September of 2024, the FTC's rule[27] against noncompete agreements was set to take effect to promote competition by banning noncompete agreements nationwide.[28] Under the rule, existing

[23] A second degree felony is punishable by up to 15 years imprisonment and a $10,000 fine. *See* ss. 775.082 and 775.083, F.S.
[24] Section 542.336, F.S.
[25] *Id*.
[26] The ostensible public purpose of section 542.336, F.S., is to reduce healthcare costs and improve patients' access to physicians. *See* s. 542.336, F.S.; ECF No. 64 at 8 (Attorney General's post-hearing brief, stating "section 542.336 explicitly sets forth its own rational basis in declaring that the restrictive covenants addressed by it are not supported by a legitimate business interest, restrict patient access to physicians, and increase costs"). It is well settled that access to affordable healthcare is a legitimate state interest." *See also 21st Century Oncology, Inc. v. Moody*, 402 F. Supp. 3d 1351, 1359 (N.D. Fla. 2019). "Allopathy" is a system of medical practice that emphasizes diagnosing and treating disease and the use of conventional, evidence-based therapeutic measures (such as drugs or surgery). *See also* Merriam-Webster Dictionary, "allopathy," *available at* https://www.merriam-webster.com/dictionary/allopathy (last visited Mar. 18, 2025). "Osteopathy" is a system of medical practice that emphasizes a holistic and comprehensive approach to patient care and utilizes the manipulation of musculoskeletal tissues along with therapeutic measures to prevent or treat disease. *See also* Merriam-Webster Dictionary, "osteopathy," *available at* https://www.merriam-webster.com/dictionary/osteopathy (last visited Mar. 18, 2025).
[27] 16 C.F.R. § 910.1-6
[28] *FTC Announces Rule Banning Noncompetes*, The Federal Trade Commission, *available at* https://www.ftc.gov/news-events/news/press-releases/2024/04/ftc-announces-rule-banning-noncompetes (last visited Mar. 18, 2025).

noncompete agreements[29] for most workers would no longer be enforceable.[30] Existing noncompete agreements for senior executives[31] would remain in force; however, new noncompete agreements, even if they involve senior executives would be banned.[32] Additionally, the rule requires employers to provide notice to workers other than senior executives who are bound by an existing noncompete agreement that they will not be enforceable.[33] Ultimately, the rule determined that it is an unfair method of competition for employers to enter into noncompete agreements with workers, and therefore noncompete agreements are a violation of Section 5 of the FTC Act.[34]

On July 23, 2024, the U.S. District Court for the Eastern District of Pennsylvania issued a decision, which held that the FTC had the authority to issue its rule banning most employment based noncompete agreements.[35]

On August 14, 2024, the U.S. District Court for the Middle District of Florida entered a limited injunction prohibiting the FTC from enforcing the FTC's noncompete rule. The court used the "major questions doctrine" to argue that the FTC did not have a valid grant of congressional authority to enact the rule.[36]

On August 20, 2024, the U.S. District Court for the Northern District of Texas granted summary judgement to the plaintiffs in *Ryan, LLC v. FTC*, which sets aside the FTC's noncompete clause rule.[37] The court found that the FTC has no authority to promulgate substantive rules regarding unfair competition, and the rule is invalid because it is arbitrary and capricious.[38]

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[29] The rule defines "noncompete clause" as one that prevents the worker from seeking or accepting new employment "after the conclusion" of the current employment. Thus, under the rule "garden leave agreements" may or may not be prohibited depending on how they are structured. For instance, a garden leave agreement where the employee remains employed but is not allowed to access the business during the garden leave period should be permissible. *See id.*

[30] *Id.* The following are exceptions listed under the rule: (1) noncompete agreements that are entered into by a person pursuant to a bona fide sale of a business entity, of the person's ownership interest in a business entity, or of all or substantially all of a business entity's operating assets; (2) noncompete agreements where a cause of action related to a noncompete clause accrued prior to the effective date of the rule; and (3) where a person has a good faith basis to believe that the rule is inapplicable. *See* 16 C.F.R. § 910.1-6.

[31] The FTC defines "senior executive" as someone who earns at least $151,164 per year and has "policy making" authority. "Policy making" authority means a role that involves making decisions that significantly impact business.

[32] *Id.* The final rule defines "senior executives" as workers earning more than $151,164 annually and who are in policy-making positions. *See id. See also* 16 C.F.R. § 910.1-6.

[33] *Id.*

[34] *Id.* The FTC found that employers have several alternatives to noncompete agreements that still enable them to protect their investments without having to enforce a noncompete agreement. For instance, trade secret laws and non-disclosure agreements both provide employers with means to protect proprietary and other sensitive information. *See id.*

[35] *ATS Tree Services, LLC. v. Federal Trade Commission*, WL 3511630 (E.D. Pa. 2024). The court found that the FTC has broad authority to regulate "unfair methods of competition" under the FTC Act. *See also* 15 U.S.C. §§ 41-58.

[36] *Properties of the Villages, Inc. v. Federal Trade Commission*, WL 3870380 (M.D. Fla. 2024). The "major questions doctrine" requires administrative agencies issuing rules of extraordinary economic and political significance to point to clear and unambiguous congressional intent to confer such power on the agency.

[37] *Ryan, LLC v. Federal Trade Commission*, 746 F.Supp.3d 369 (N.D. Tex. 2024). This is a nationwide injunction.

[38] *Id.*

The term "garden leave"

The term or idea of "garden leave" or "gardening leave" first appears to have originated in England at the end of World War I. Soldiers suffering from shell shock and unable to fight would be sent home with full pay to tend to their garden, growing food for the war effort while rehabilitating. The term came into popular use in 1986 when it was used in the BBC sitcom Yes, Prime Minister. It is thought that the leave is called gardening leave because that's all the employee can do: they can't come in to work and they can't work for anyone else. All they can do is work in or sit in their garden.[39]

III. Effect of Proposed Changes:

Section 1 of the bill creates Part I of ch. 542, F.S., consisting of existing ss. 542.15-542.36, F.S., entitled "The Florida Antitrust Act of 1980." The new Part I contains all of current ch. 542, F.S., without substantive amendment. **Sections 3 to 21** of the bill make technical changes to those sections to account for the creation of part of a chapter.

Section 2 of the bill creates Part II of ch. 542, F.S., consisting of ss. 542.41-542.45, F.S., entitled the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act."

The bill establishes that the Legislature finds a proper and legitimate state interest is served by enforcing strong legal protections in contracts between employers and contracted personnel which encourage optimal levels of information sharing and training and development. The Legislature further finds that alternative means of protecting confidential information and client relationships, such as nondisclosure agreements, fixed-duration term contracts, and nonsolicitation clauses in employment contracts, are inadequate to protect against the significant global risks faced by companies in Florida. Additionally, the Legislature finds that predictability in the enforcement of contracts described in Part II of ch. 542, F.S., encourages investment in Florida. Therefore, the Legislature determines and declares that Part II of ch. 542, F.S., fulfills an important state interest.

Definitions

The bill creates the following definitions:

- "Annual mean wage of employees in Florida" or "annual mean wage" means the most recent annual mean wage as calculated by the United States Department of Labor Bureau of Labor Statistics, or its successor calculation, for all occupations in Florida.[40]
- "Benefit" means access to health insurance, life insurance, or disability insurance that is the same as or similar to the insurance that a covered employee had access to and at the same cost to that employee during the month before the commencement of his or her notice period.

[39] Edmonson, *Gardening Leave?*, March 25, 2019, *available at* https://www.linkedin.com/pulse/gardening-leave-david-edmondson (last visit March 24, 2025).

[40] According to the United States Department of Labor Bureau of Labor Statistics, the most recent annual mean wage for all occupations in Florida is $60,210. *Occupational Employment and Wage Statistics*, U.S. Bureau of Labor Statistics, *available at* https://www.bls.gov/oes/current/oes_fl.htm#00-0000 (last visited Mar. 18, 2025).

- "Covered employee" means an employee or individual contractor who earns or is reasonably expected to earn a salary greater than twice the annual mean wage, or who has access to his or her employer's or client's confidential information or customer relationships. A court must presume that an employee or individual contractor has access to confidential information or customer relationships if the employee or individual contractor acknowledges the access or receipt of such access in writing. The term does not include a person classified as a medical professional[41] as defined in s. 1006.0626, F.S.
- "Covered employer" means an entity or individual who employs or engages a covered employee.
- "Covered garden leave agreement" means a written agreement, or part of a written agreement, between a covered employee and covered employer in which:
  - The covered employee and covered employer agree to up to, but no more than, 4 years of advance, express notice before terminating the employment or contractor relationship;
  - The covered employee agrees not to resign before the end of such notice period; and
  - The covered employer agrees to retain the covered employee for the duration of such notice period and to continue paying the covered employee the same salary and providing the same benefits that the covered employee received from the covered employer in the last month before the commencement of the notice period.[42]
- "Covered noncompete agreement" means a written agreement, or a portion of a written agreement, between a covered employee and a covered employer in which, for a period not to exceed 4 years and within a specified geographic area, which may be global in scope, the covered employee agrees not to assume a role with or for another business, entity, or individual:
  - In which the covered employee would provide services similar to the services provided to the covered employer during the 3 years preceding the noncompete period; or
  - In which it is reasonably likely the covered employee would use the confidential information or customer relationships of the covered employer.
- "Noncompete period" means the time from the covered employee's termination of employment through the end of the agreed-upon postemployment period of noncompetition as set forth in the covered noncompete agreement.
- "Notice period" means the date from the covered employee's or covered employer's written notice of intent to terminate the covered employee's employment through the date of termination as set forth in a covered garden leave agreement.
- "Primary place of work" means the location where the covered employee spends more work time than any other single workplace.
- "Salary" means the base compensation, calculated on an annualized basis, which a covered employer pays a covered employee, including a base wage, a salary, a professional fee, or other compensation for personal services, and the fair market value of any benefit other than cash. Salary does not include health care benefits, severance pay, retirement benefits, expense reimbursement, distribution of earnings and profits not included as compensation for

[41] Section 1006.0626, F.S., defines "medical professional" as a physician licensed under chapter 458 or chapter 459, F.S., a physician assistant licensed under chapter 458 or chapter 459, F.S., or an advanced practice registered nurse licensed under s. 464.012, F.S, who provides epilepsy or seizure disorder care.

[42] The bill provides that the covered employer is not obligated to provide discretionary incentive compensation or benefits or have the covered employee continue performing any work during the notice period.

personal services, discretionary incentives or awards, or anticipated but indeterminable compensation, including tips, bonuses, or commissions.

Applicability -- In General

This section of the bill applies to a covered garden leave agreement or a covered noncompete agreement with a covered employee[43] who maintains a primary place of work in Florida, as well as to a covered employee who is subject to a covered garden leave agreement or a covered noncompete agreement with a covered employer whose principal place of business is in Florida. If any provision of ss. 542.44 or 542.45, F.S., are in conflict with any other law, the provisions of ss. 542.44 or 542.45, F.S., apply.

Certain Garden Leave Agreements Authorized

The bill provides that a covered garden leave agreement does not violate public policy as a restraint of trade[44] or as an attempt to monopolize trade or commerce[45] in Florida, and is fully enforceable according to its terms, if the following requirements are met:

- A covered employee is provided proper notice of the covered garden leave agreement before its execution; and
- The covered garden leave agreement provides that:
  - After the first 90 days of the notice period, the covered employee does not have to provide services to the covered employer;
  - The covered employee may engage in nonwork activities at any time, including during normal business hours, during the remainder of the notice period; and
  - The covered employee may, with the permission of the covered employer, work for another employer while still employed by the covered employer during the remainder of the notice period.

Certain Noncompete Agreements Authorized

The bill establishes that a covered noncompete agreement does not violate public policy as a restraint of trade, or as an attempt to monopolize trade or commerce in Florida, and is fully enforceable according to its terms, provided that:

- A covered employee is provided proper notice of the covered noncompete agreement before its execution; and
- A covered noncompete agreement provides that the noncompete period is reduced day-for-day by any nonworking portion of the notice period, pursuant to a covered garden leave agreement between the covered employee and the covered employer, if applicable.

[43] A "covered employee" means an employee or individual contractor who earns or is reasonably expected to earn a salary greater than twice the annual mean wage, or who has access to his or her employer's or client's confidential information or customer relationships. A court must presume that an employee or individual contractor has access to confidential information or customer relationships if the employee or individual contractor acknowledges the access or receipt of such access in writing.
[44] *See* s. 542.18, F.S.
[45] *See* s. 542.19, F.S.

Notice Requirements for Garden Leave Agreements and Noncompete Agreements

The bill requires proper notice of a covered garden leave agreement or a covered noncompete agreement in the following circumstances:

- For a prospective covered employee, at least 7 days before a prospective covered employee's offer of employment expires; or
- For a current covered employee, at least 7 days before an offer to enter into a covered garden leave agreement expires.

In either case, a prospective or current covered employee is required to acknowledge in writing that he or she was expressly advised of the right to seek legal counsel before the execution of the covered garden leave agreement or the covered noncompete agreement. However, the covered employer may, without breach of the covered garden leave agreement, waive any portion of the notice requirement by providing at least 30 days' advance notice in writing to the covered employee.

Other Agreements with Employee

The bill provides that this section of the bill does not affect or limit the enforceability of any other employment agreement or any other agreement.

Remedies -- Garden Leave Agreements

Upon application by a covered employer, a court must preliminarily enjoin a covered employee from providing services to any business, entity, or individual other than the covered employer during the notice period. The court may modify or dissolve the injunction only if the covered employee establishes by clear and convincing evidence that:

- The covered employee will not perform, during the notice period, any work similar to the services provided to the covered employer during the 3-year period preceding the commencement of the notice period, or use confidential information or customer relationships of the covered employer; or
- The covered employer has failed to pay or provide the salary and benefits provided for in the covered garden leave agreement during the notice period and has had a reasonable opportunity to cure the failure.

Remedies -- Noncompete Agreements

Upon application by a covered employer, a court must preliminarily enjoin a business, an entity, or an individual from engaging a covered employee during the covered employee's noncompete period. The court may modify or dissolve the injunction only if the business, entity, or individual establishes by clear and convincing evidence, based on public or other nonconfidential information, that:

- The covered employee will not provide any services similar to the services provided to the covered employer during the 3-year period preceding the commencement of the noncompete period, or use confidential information or customer relationships of the covered employer; or
- The business or individual seeking to employ or engage the covered employee is not engaged in, and is not planning or preparing to engage in, any business activity similar to those engaged in by the covered employer during the noncompete period.

Miscellaneous Other Provisions Regarding Garden Leave Agreements and Noncompete Agreements

Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect trade secrets or avoid substantial injury. This provision will require parties to a lawsuit regarding a covered garden leave agreement or covered noncompete agreement will be required to comply with the filing requirements of Rule 2.420(d)(2) of the Florida Rules of General Practice and Judicial Administration and the court will have to rule that the information qualifies for an exemption pursuant to existing public records laws.

The injunctive relief provided is not an exclusive remedy, and a prevailing covered employer is entitled to recover all available monetary damages for all available claims.

In any action to enforce this section, the prevailing party is entitled to reasonable attorney fees and costs.

If the covered employee engages in gross misconduct against the covered employer, the covered employer may reduce the salary or benefits of the covered employee or take other appropriate action during the notice period or the noncompete period, which reduction or other action may not be considered a breach of the covered garden leave agreement or the covered noncompete agreement.

The bill provides that any action regarding a restrictive covenant that does not meet the definitions of covered garden leave agreement or covered noncompete agreement governed by the provisions created by this bill is governed by s. 542.335, F.S. That section generally regulates restraints on trade or commerce.

Effective Date

Section 22 of the bill provides that it takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

Sections 542.44(2)(b) and 542.45(2)(b), created by this bill, provide that: “Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect confidentiality or avoid substantial injury.” To the extent that this language creates a directive requiring parties to ask the court to seal the information under existing public records law, they are enforceable. However, this language cannot create a new public records exemption because a new exemption must be created in a separate bill. Fla. Const. Art. I, s. 24(c).

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

Article VI, Paragraph 2 of the U.S. Constitution, commonly referred to as the Supremacy Clause, establishes that the federal constitution, and federal law generally, take precedence over state laws and constitutions. The Supremacy Clause also prohibits states from interfering with the federal government's exercise of its constitutional powers and from assuming any functions that are exclusively entrusted to the federal government. It does not, however, allow the federal government to review or veto state laws before they take effect.[46]

As described in the "Present Situation" of this bill analysis, on August 20, 2024, the U.S. District Court for the Northern District of Texas issued an order stopping the FTC from enforcing the noncompete rule. The FTC has appealed the decision.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

[46] *Supremacy Clause*, Cornell Law School, Legal Information Institute, *available at* https://www.law.cornell.edu/wex/supremacy_clause (last visited Mar. 18, 2025).

VIII. Statutes Affected:

This bill creates the following sections of the Florida Statutes: 542.41, 542.45, 542.42, 542.43, and 542.44.
This bill amends the following sections of the Florida Statutes: 542.15, 542.16, 542.17, 542.20, 542.22, 542.23, 542.235, 542.24, 542.25, 542.26, 542.27, 542.28, 542.29, 542.30, 542.31, 542.32, 542.33, 542.35, and 542.36.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Judiciary on April 1, 2025:
The committee substitute renames the new Part II of ch. 542, F.S., which is created by the bill, as the CHOICE Act; limits application of new statutes on covered agreements to only a business whose principal place of business is in the state or to an employee whose principal place of employment is in the state; and makes numerous grammar and style improvements. It also makes technical changes to ss. 542.15 through 542.36, F.S., to conform to the new classification as Part I of ch. 542, F.S.

CS by Commerce and Tourism on March 17, 2025
The committee substitute clarifies that a covered employer is not obligated to provide "discretionary benefits" or have the covered employee continue performing any work during the notice period. The amendment also clarifies that a provision should read "covered garden leave agreement," instead of "covered garden agreement." Lastly, the amendment fixes a drafting error to the title of a subsection in the bill.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
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The Committee on Judiciary (Leek) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause and insert:

Section 1. Part I of chapter 542, Florida Statutes, consisting of ss. 542.15-542.36, Florida Statutes, is created and entitled the "Florida Antitrust Act of 1980."

Section 2. Part II of chapter 542, Florida Statutes, consisting of ss. 542.41-542.45, Florida Statutes, is created and entitled the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act."

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542.41 Short title.—This part may be cited as the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act."

542.42 Legislative findings.—The Legislature finds that a proper and legitimate state interest is served by enforcing strong legal protections in contracts between employers and contracted personnel which encourage optimal levels of information sharing and training and development. The Legislature further finds that alternative means of protecting confidential information and client relationships, such as nondisclosure agreements, fixed-duration term contracts, and nonsolicitation clauses in employment contracts, are inadequate to protect against the significant global risks faced by companies in this state. The Legislature further finds that predictability in the enforcement of contracts described in this part encourages investment in this state. Therefore, the Legislature determines and declares that this part fulfills an important state interest.

542.43 Definitions.—For the purposes of this part, the term:

(1) "Annual mean wage of employees in Florida" or "annual mean wage" means the most recent annual mean wage as calculated by the United States Department of Labor Bureau of Labor Statistics, or its successor calculation, for all occupations in this state.

(2) "Benefit" means access to health insurance, life insurance, or disability insurance that is the same as or similar to the insurance that a covered employee had access to and at the same cost to that employee during the month before

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the commencement of his or her notice period.

(3) "Covered employee" means an employee or individual contractor who earns or is reasonably expected to earn a salary greater than twice the annual mean wage, or who has access to his or her employer's or client's confidential information or customer relationships. The term does not include a person classified as a medical professional as defined in s. 1006.0626.

(4) "Covered employer" means an entity or individual who employs or engages a covered employee.

(5) "Covered garden leave agreement" means a written agreement, or part of a written agreement, between a covered employee and covered employer in which:

(a) The covered employee and covered employer agree to up to, but no more than, 4 years of advance, express notice before terminating the employment or contractor relationship;

(b) The covered employee agrees not to resign before the end of such notice period; and

(c) The covered employer agrees to retain the covered employee for the duration of such notice period and to continue paying the covered employee the same salary and providing the same benefits that the covered employee received from the covered employer in the last month before the commencement of the notice period. The covered employer is not obligated to provide discretionary incentive compensation or benefits or have the covered employee continue performing any work during the notice period.

(6) "Covered noncompete agreement" means a written agreement, or a portion of a written agreement, between a covered employee and a covered employer in which, for a period

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not to exceed 4 years and within the geographic area defined in the agreement, the covered employee agrees not to assume a role with or for another business, entity, or individual:

(a) In which the covered employee would provide services similar to the services provided to the covered employer during the 3 years preceding the noncompete period; or

(b) In which it is reasonably likely the covered employee would use the confidential information or customer relationships of the covered employer.

(7) "Noncompete period" means the time from the covered employee's termination of employment through the end of the agreed-upon postemployment period of noncompetition as set forth in the covered noncompete agreement.

(8) "Notice period" means the date from the covered employee's or covered employer's written notice of intent to terminate the covered employee's employment through the date of termination as set forth in a covered garden leave agreement.

(9) "Primary place of work" means the location where the covered employee spends more work time than any other single workplace.

(10) "Salary" means the base compensation, calculated on an annualized basis, which a covered employer pays a covered employee, including a base wage, a salary, a professional fee, or other compensation for personal services, and the fair market value of any benefit other than cash. Salary does not include health care benefits, severance pay, retirement benefits, expense reimbursement, distribution of earnings and profits not included as compensation for personal services, discretionary incentives or awards, or anticipated but indeterminable

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compensation, including tips, bonuses, or commissions.

542.44 Covered garden leave agreement.—

(1) APPLICABILITY.—This section applies to:

(a) A covered garden leave agreement with a covered employee who maintains a primary place of work in this state, regardless of any applicable choice of law provisions; or

(b) A covered garden leave agreement with a covered employer whose principal place of business is in this state and that is expressly governed by the laws of this state.

If any provision of this section is in conflict with any other law, the provisions of this section shall govern.

(2) RESTRAINT OF TRADE.—A covered garden leave agreement does not violate public policy as a restraint of trade, as described in s. 542.18, or an attempt to monopolize trade or commerce in this state, as described in s. 542.19, and is fully enforceable according to its terms, provided that:

(a) A covered employee was advised, in writing, of the right to seek counsel prior to execution of the covered garden leave agreement and was provided notice as described in subsection (3);

(b) A covered employee acknowledges, in writing, receipt of confidential information or customer relationships; and

(c) The covered garden leave agreement provides that:

1. After the first 90 days of the notice period, the covered employee does not have to provide services to the covered employer;

2. The covered employee may engage in nonwork activities at any time, including during normal business hours, during the

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remainder of the notice period; and

3. The covered employee may, with the permission of the covered employer, work for another employer while still employed by the covered employer during the remainder of the notice period.

4. The garden leave agreement notice period may be reduced during the notice period if the covered employer provides at least 30 days' advance notice in writing to the covered employee.

(3) NOTICE.—

(a) A covered employer must provide a proposed covered garden leave agreement to:

1. A prospective covered employee at least 7 days before an offer of employment expires; or

2. A current covered employee at least 7 days before the date that an offer to enter into a covered garden leave agreement expires.

(b) A covered employer may, as provided for in the covered garden leave agreement, shorten the term of the notice period at any time during the notice period at any time during the notice period by providing at least 30 days' advance notice in writing to the covered employee.

(4) OTHER AGREEMENTS.—This section does not affect or limit the enforceability of any other employment agreement or any other agreement.

(5) BREACH OF A COVERED GARDEN LEAVE AGREEMENT; REMEDIES.—

(a) Upon application by a covered employer seeking enforcement of a covered garden leave agreement, a court must preliminarily enjoin a covered employee from providing services

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to any business, entity, or individual other than the covered employer during the notice period. The court may modify or dissolve the injunction only if the covered employee establishes by clear and convincing evidence that:

1. The covered employee will not perform, during the notice period, any work similar to the services provided to the covered employer during the 3-year period preceding the commencement of the notice period, or use confidential information or customer relationships of the covered employer; or

2. The covered employer has failed to pay or provide the salary and benefits provided for in the covered garden leave agreement during the notice period and has had a reasonable opportunity to cure the failure.

(b) Upon application by a covered employer seeking enforcement of a covered garden leave agreement, a court must preliminarily enjoin a business, an entity, or an individual from engaging a covered employee during the covered employee's notice period. The court may modify or dissolve the injunction only if the business, entity, or individual establishes by clear and convincing evidence, based on public or other nonconfidential information, that:

1. The covered employee will not provide any services similar to the services provided to the covered employer during the 3-year period preceding the commencement of the notice period, or use confidential information or customer relationships of the covered employer; or

2. The business or individual seeking to employ or engage the covered employee is not engaged in, and is not planning or preparing to engage in, any business activity similar to that

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engaged in by the covered employer during the notice period.

Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect confidentiality or avoid substantial injury. A court must presume that an employee or individual contractor has access to confidential information or customer relationships if the employee or individual contractor acknowledges the access or receipt of such access in writing.

(c) The injunctive relief provided under this section is not an exclusive remedy, and a prevailing covered employer is entitled to recover all available monetary damages for all available claims.

(d) In any action to enforce this section, the prevailing party is entitled to reasonable attorney fees and costs.

(e) If the covered employee engages in gross misconduct against the covered employer, the covered employer may reduce the salary or benefits of the covered employee or take other appropriate action during the notice period, which reduction or other action may not be considered a breach of the covered garden leave agreement.

542.45 Covered noncompete agreements.—

(1) APPLICABILITY.—This section applies to:

(a) A covered noncompete agreement with a covered employee who maintains a primary place of work in this state, regardless of any applicable choice of law provisions; or

(b) A covered noncompete agreement with a covered employer whose principal place of business is in this state and that is expressly governed by the laws of this state.

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In either case, if any provision of this section is in conflict with any other law, the provisions of this section govern.

(2) RESTRAINT OF TRADE.—A covered noncompete agreement does not violate public policy as a restraint of trade, as described in s. 542.18, or an attempt to monopolize trade or commerce in this state, as described in s. 542.19, and is fully enforceable according to its terms, provided that:

(a) A covered employee was advised, in writing, of the right to seek counsel prior to execution of the covered noncompete agreement and was provided notice as described in subsection (3);

(b) A covered employee acknowledges, in writing, receipt of confidential information or customer relationships; and

(c) A covered noncompete agreement provides that the noncompete period is reduced day-for-day by any nonworking portion of the notice period, pursuant to a covered garden leave agreement between the covered employee and the covered employer, if applicable.

(3) NOTICE.—A covered employer must provide a proposed covered noncompete agreement to:

(a) A prospective covered employee at least 7 days before an offer of employment expires; or

(b) A current covered employee at least 7 days before the date that an offer to enter into a covered noncompete agreement expires.

(4) OTHER AGREEMENTS.—This section does not affect or limit the enforceability of any other employment agreement or any other agreement.

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(5) BREACH OF COVERED NONCOMPETE AGREEMENT; REMEDIES.—

(a) Upon application by a covered employer seeking enforcement of a covered noncompete agreement, a court must preliminarily enjoin a covered employee from providing services to any business, entity, or individual other than the covered employer during the noncompete period. The court may modify or dissolve the injunction only if the covered employee establishes by clear and convincing evidence that:

1. The covered employee will not perform, during the noncompete period, any work similar to the services provided to the covered employer during the 3-year period preceding the commencement of the noncompete period, or use confidential information or customer relationships of the covered employer; or

2. The covered employer has failed to pay or provide the consideration provided for in the covered noncompete agreement and has had a reasonable opportunity to cure the failure.

(b) Upon application by a covered employer seeking enforcement of a covered noncompete agreement, a court must preliminarily enjoin a business, an entity, or an individual from engaging a covered employee during the covered employee's noncompete period. The court may modify or dissolve the injunction only if the business, entity, or individual establishes by clear and convincing evidence, based on public or other nonconfidential information, that:

1. The covered employee will not provide any services similar to the services provided to the covered employer during the 3-year period preceding the commencement of the noncompete period, or use confidential information or customer

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relationships of the covered employer; or

2. The business or individual seeking to employ or engage the covered employee is not engaged in, and is not planning or preparing to engage in, any business activity in the geographic area specified in the noncompete agreement during the noncompete period if such business activity is similar to that engaged in by the covered employer.

Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect confidentiality or avoid substantial injury. A court must presume that an employee or individual contractor has access to confidential information or customer relationships if the employee or individual contractor acknowledges the access or receipt of such access in writing.

(c) The injunctive relief provided in this section is not an exclusive remedy, and a prevailing covered employer is entitled to recover all available monetary damages for all available claims.

(d) In any action to enforce this section, the prevailing party is entitled to reasonable attorney fees and costs.

(e) If the covered employee engages in gross misconduct against the covered employer, the covered employer may reduce the salary or benefits of the covered employee or take other appropriate action during the noncompete period, which reduction or other action may not be considered a breach of the covered noncompete agreement.

Any action regarding a restrictive covenant that does not meet

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the definition of a covered garden leave agreement or a covered noncompete agreement as provided in this part is governed by s. 542.335.

Section 3. This act shall take effect July 1, 2025.

================ T I T L E A M E N D M E N T ================

And the title is amended as follows:

Delete everything before the enacting clause and insert:

A bill to be entitled

An act relating to employment agreements; creating part I of ch. 542, F.S., entitled the "Florida Antitrust Act of 1980"; creating part II of ch. 542, F.S., entitled the "Florida Contracts Honoring Opportunity, Investment, Confidentiality, and Economic Growth (CHOICE) Act"; creating s. 542.41, F.S.; providing a short title; creating s. 542.42, F.S.; providing legislative findings; creating s. 542.43, F.S.; defining terms; creating s. 542.44, F.S.; providing applicability; providing that certain covered garden leave agreements are not a restraint of trade or an attempt to monopolize trade or commerce; providing notice requirements for covered garden leave agreements; providing that a covered employer may waive any portion of such notice requirements by providing a specified amount of advance written notice to the covered employee; providing that covered garden leave agreements do not affect other agreements; requiring a court to enter a preliminary injunction to

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stop covered employees, businesses, entities, or individuals if a breach of a covered garden leave agreement is alleged; authorizing the court to modify such an injunction if a covered employee, business, entity, or individual establishes certain information by clear and convincing evidence; requiring that certain information be provided to the court under seal; requiring the court to make presumptions of certain fact; providing that a prevailing covered employer is entitled to recover all available monetary damages for all available claims; providing that a prevailing party is entitled to reasonable attorney fees and costs; authorizing a covered employer to reduce the salary or benefits of a covered employee if he or she engages in gross misconduct; providing that such a reduction is not a breach of the covered garden leave agreement; creating s. 542.45, F.S.; providing applicability; providing that certain covered noncompete agreements are not a restraint of trade or an attempt to monopolize trade or commerce; providing notice requirements for covered noncompete agreements; providing that covered noncompete agreements do not affect other agreements; requiring a court to enter a preliminary injunction to stop covered employees, businesses, entities, or individuals if a breach of a covered noncompete agreement is alleged; authorizing the court to modify such an injunction if a covered employee, business, entity, or individual establishes certain information by clear and convincing evidence;

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requiring that certain information be provided to the court under seal; requiring the court to make presumptions of certain facts; providing that a prevailing covered employer is entitled to recover all available monetary damages for all available claims; providing that a prevailing party is entitled to reasonable attorney fees and costs; authorizing a covered employer to reduce the salary or benefits of a covered employee if he or she engages in gross misconduct; providing that such a reduction is not a breach of the covered noncompete agreement; providing construction regarding a restrictive covenant that does not meet the definition of a covered garden leave agreement or a covered noncompete agreement; providing an effective date.

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LEGISLATIVE ACTION

Senate	.	House
Comm: FAV	.	
04/02/2025	.	
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The Committee on Judiciary (Leek) recommended the following:

Senate Amendment to Amendment (839748) (with title amendment)

Between lines 304 and 305
insert:

Section 3. Section 542.15, Florida Statutes, is amended to read:

542.15 Short title.—This <u>part</u> ~~act~~ shall be known and may be cited as the "Florida Antitrust Act of 1980."

Section 4. Section 542.16, Florida Statutes, is amended to read:

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542.16 Purpose.—The Legislature declares it to be the purpose of this part ~~act~~ to complement the body of federal law prohibiting restraints of trade or commerce in order to foster effective competition. It is the intent of the Legislature that this part ~~act~~ be liberally construed to accomplish its beneficial purpose.

Section 5. Section 542.17, Florida Statutes, is amended to read:

542.17 Definitions.—Unless a different meaning is clearly indicated by the context, for the purposes of this part ~~chapter~~, the terms defined in this section have the following meanings ascribed to them:

(1) "Commodity" means any goods, merchandise, wares, produce, chose in action, land, article of commerce, or other tangible or intangible property, real, personal, or mixed, for use, consumption, production, enjoyment, or resale.

(2) "Service" means any kind of activity performed in whole or in part for economic benefit.

(3) "Person" means any individual, corporation, firm, partnership, limited partnership, incorporated or unincorporated association, professional association, or other legal, commercial, or governmental entity, including the State of Florida, its departments, agencies, political subdivisions, and units of government.

(4) "Trade or commerce" means any economic activity of any type whatsoever involving any commodity or service whatsoever.

(5) "Document" means any stored or retained data or information in whatever form.

(6) "Attorney General" includes not only the Attorney

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General of Florida but also any designee of the Attorney General or any assistant attorney general or special assistant attorney general.

(7) "State attorney" includes not only the state attorneys of Florida but also any designee of a state attorney or any assistant state attorney or special assistant state attorney.

(8) "Local government" means a municipality, county, school district, or any other general-function or special-function governmental unit established by the laws of the state.

Section 6. Section 542.20, Florida Statutes, is amended to read:

542.20 Exemptions.—Any activity or conduct exempt under Florida statutory or common law or exempt from the provisions of the antitrust laws of the United States is exempt from the provisions of this part ~~chapter~~.

Section 7. Subsection (1) of section 542.22, Florida Statutes, is amended to read:

542.22 Suits for damages.—

(1) Any person who shall be injured in her or his business or property by reason of any violation of s. 542.18 or s. 542.19 may sue therefor in the circuit courts of this state and shall recover threefold the damages by her or him sustained, and the cost of suit, including a reasonable attorney's fee. The court shall award a reasonable attorney's fee to a defendant prevailing in any action under this part ~~chapter~~ for damages or equitable relief in which the court finds there was a complete absence of a justiciable issue of either law or fact raised by the plaintiff.

Section 8. Section 542.23, Florida Statutes, is amended to

read:

542.23 Equitable remedies.—In addition to other remedies provided by this part ~~chapter~~, any person shall be entitled to sue for and have injunctive or other equitable relief in the circuit courts of this state against threatened loss or damage by a violation of this part ~~chapter~~. In any action under this section in which the plaintiff substantially prevails, the court shall award the cost of suit, including a reasonable attorney's fee, to the plaintiff.

Section 9. Subsection (4) of section 542.235, Florida Statutes, is amended to read:

542.235 Limitations of actions and penalties against local governments and their officials and employees.—

(4) No criminal action shall be maintained pursuant to s. 542.21(2), and no civil penalties, damages, interest on damages, costs, or attorneys' fees shall be recovered pursuant to s. 542.21(1) or s. 542.22, against any local government official or employee for official conduct within the scope of her or his lawful authority, unless the official or employee has violated the provisions of this part ~~chapter~~ for the purpose of deriving personal financial or professional gain or for the professional or financial gain of her or his immediate family or of any principal by whom the official is retained.

Section 10. Section 542.24, Florida Statutes, is amended to read:

542.24 Consent decrees and settlement agreements.—In a civil action maintained under this part ~~chapter~~ by the Attorney General or a state attorney, any party to such action may petition the court for entry of a consent decree or for approval

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of a settlement agreement. The proposed decree or agreement shall set out the alleged violations, the future obligations of the parties, the damages or other relief agreed upon, and the reasons for entering into the consent decree or settlement agreement.

Section 11. Section 542.25, Florida Statutes, is amended to read:

542.25 Judgment in favor of state as prima facie evidence.—A final judgment or decree entered in any civil or criminal proceeding brought by the Attorney General or a state attorney under s. 542.21 or s. 542.23 to the effect that a defendant has violated s. 542.18 or s. 542.19, or entered in any civil or criminal proceeding brought by the United States Department of Justice under comparable federal laws, shall be prima facie evidence against such defendant in any civil action or proceeding under this part ~~chapter~~ brought by any other person against such defendant as to all matters with respect to which such judgment or decree would be an estoppel as between the parties thereto; however, this section does not apply to a consent judgment or decree entered before any testimony has been taken. Nothing contained in this section shall be construed to impose any limitation on the application of collateral estoppel.

Section 12. Subsection (2) of section 542.26, Florida Statutes, is amended to read:

542.26 Limitation of actions.—

(2) Whenever any civil or criminal proceeding is instituted by the Attorney General or a state attorney to prevent, restrain, or punish any violation of this part ~~chapter~~, the running of the statute of limitations, with respect to every

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private right of action arising under this part ~~chapter~~ and based in whole or in part on any matter complained of in said proceeding, shall be suspended during the pendency thereof and for 1 year thereafter. Whenever the running of the statute of limitations in respect of a cause of action arising under s. 542.22(1) is suspended hereunder, any action to enforce such cause of action shall be forever barred unless commenced either within the period of suspension or within the period of limitation.

Section 13. Section 542.27, Florida Statutes, is amended to read:

542.27 Enforcement authority.—

(1) The Attorney General, or a state attorney with written permission from the Attorney General, acting jointly or independently, may commence and try all criminal prosecutions under this part ~~chapter~~. Criminal prosecutions under this part ~~chapter~~ shall be commenced by indictment. With respect to commencement and trial of such prosecutions, the Attorney General or a state attorney shall have all the powers and duties vested by law with respect to criminal prosecutions generally. Incident to any investigation commenced under this part ~~chapter~~, the Attorney General may participate in and appear before a grand jury in assistance of any state attorney, irrespective of the provisions of chapter 905.

(2) The Attorney General is authorized to institute or intervene in civil proceedings seeking the full range of relief afforded by this part ~~chapter~~ or by federal laws pertaining to antitrust or restraints of trade on behalf of the state, its departments, agencies, and units of government. In addition, the

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Attorney General, as chief state legal officer, may institute any action authorized under this part ~~chapter~~, federal laws pertaining to antitrust or restraints of trade, or similar laws of other states on behalf of natural persons in the state.

(3) Whenever the Attorney General, by her or his own inquiry or as a result of a complaint, suspects that a violation of this part ~~chapter~~ or federal laws pertaining to restraints of trade is imminent, occurring, or has occurred, the Attorney General may investigate such suspected violation.

Section 14. Paragraph (b) of subsection (2), paragraph (b) of subsection (3), and subsections (5) and (13) of section 542.28, Florida Statutes, are amended to read:

542.28 Civil investigative demand.—

(2) The demand shall:

(b) State the nature of the conduct which constitutes the violation of this part ~~chapter~~ or of the federal antitrust laws and which is alleged to have occurred or to be imminent.

(3) No such demand shall require the production of any documentary material, the submission of any answers to written interrogatories, or the giving of any oral testimony if such material, answers, or testimony would be protected from disclosure under:

(b) The standards applicable to a discovery request under the Florida Rules of Civil Procedure, to the extent that the application of such standards to any such demand is appropriate and consistent with the provisions and purposes of this part ~~chapter~~.

(5) Within 30 days after the service of an investigative demand upon any person or at any time before the return date

specified therein, whichever period is longer, the person served may file in the circuit court in and for the county in which the person resides or transacts business, and serve upon the Attorney General or state attorney, a petition for an order of the court modifying or setting aside the demand. The time allowed for compliance in whole or in part with the demand as deemed proper and ordered by the court shall not run while the petition is pending before the court. The petition shall specify each ground upon which the petitioner relies in seeking relief and may be based upon the failure of the demand to comply with the provisions of this part ~~chapter~~ or upon any constitutional or other legal right or privilege of such person.

(13) Nothing contained in this section shall impair the authority of the Attorney General or state attorney to:

(a) Institute a civil proceeding under s. 542.22;

(b) Lay before a grand jury of this state evidence concerning a violation of this part ~~chapter~~;

(c) Invoke the power of a court to compel the production of evidence before a grand jury; or

(d) File a civil complaint or criminal indictment alleging a violation of this part ~~chapter~~.

Section 15. Section 542.29, Florida Statutes, is amended to read:

542.29 Duty of public officers.—In any investigation and in any criminal or civil action commenced pursuant to this part ~~chapter~~, it shall be the duty of all public officers and their deputies, assistants, clerks, subordinates, or employees to render and furnish to the Attorney General or a state attorney, when so requested, assistance and all information available in

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their official capacity.

Section 16. Section 542.30, Florida Statutes, is amended to read:

542.30 Jurisdiction and venue.—Without regard to the amount in controversy, a suit or proceeding brought under this part ~~chapter~~ shall be brought in the circuit court in and for any county in which the cause of action arose; in which any defendant resides, is found, or has an agent; or in which any act in furtherance of the conduct prohibited by this part ~~chapter~~ occurred.

Section 17. Section 542.31, Florida Statutes, is amended to read:

542.31 Action not barred as affecting or involving interstate or foreign commerce.—No action under this part ~~chapter~~ shall be barred on the grounds that the activity or conduct complained of in any way affects or involves interstate or foreign commerce. It is the intent of the Legislature to exercise its powers to the fullest extent consistent with the Constitutions of this state and the United States.

Section 18. Section 542.32, Florida Statutes, is amended to read:

542.32 Rule of construction and coverage.—It is the intent of the Legislature that, in construing this part ~~chapter~~, due consideration and great weight be given to the interpretations of the federal courts relating to comparable federal antitrust statutes. In particular, the failure to include in this part ~~chapter~~ the substantive provisions of s. 3 of the Clayton Act, 15 U.S.C. s. 14, shall not be deemed in any way to limit the scope of s. 542.18 or s. 542.19.

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Section 19. Subsection (1) of section 542.33, Florida Statutes, is amended to read:

542.33 Contracts in restraint of trade valid.—

(1) Notwithstanding other provisions of this part ~~chapter~~ to the contrary, each contract by which any person is restrained from exercising a lawful profession, trade, or business of any kind, as provided by subsections (2) and (3) hereof, is to that extent valid, and all other contracts in restraint of trade are void.

Section 20. Section 542.35, Florida Statutes, is amended to read:

542.35 Remedies cumulative.—The remedies provided by this part ~~act~~ are cumulative of each other and of existing powers and remedies inherent in the courts.

Section 21. Section 542.36, Florida Statutes, is amended to read:

542.36 Continuing violations.—Violations commenced prior to October 1, 1980, ~~the effective date of this act~~ and continuing after the effective date shall be actionable as provided in this part ~~chapter~~. The fact that any conduct occurred prior to October 1, 1980, ~~the effective date of this act~~ shall not affect its relevance in proving that a violation of this part ~~chapter~~ has occurred or is occurring.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete line 373

and insert:

agreement or a covered noncompete agreement; amending

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ss. 542.15, 542.16, 542.17, 542.20, 542.22, 542.23, 542.235, 542.24, 542.25, 542.26, 542.27, 542.28, 542.29, 542.30, 542.31, 542.32, 542.33, 542.35, and 542.36, F.S., to conform to the changes made by this act; providing

By the Committee on Commerce and Tourism; and Senator Leek

577-02495-25 2025922c1

A bill to be entitled

An act relating to employment agreements; creating part I of ch. 542, F.S., entitled "The Florida Antitrust Act of 1980"; creating part II of ch. 542, F.S., entitled "The Florida Trade Secret Protection Act"; creating s. 542.41, F.S.; providing a short title; creating s. 542.42, F.S.; providing legislative findings; creating s. 542.43, F.S.; defining terms; creating s. 542.44, F.S.; providing applicability; providing that certain covered garden leave agreements are not a restraint of trade or an attempt to monopolize trade or commerce; providing notice requirements for covered garden leave agreements; providing that a covered employer may waive any portion of such notice requirements by providing a specified amount of advance written notice to the covered employee; providing that covered garden leave agreements do not affect other agreements; requiring a court to enter a preliminary injunction to stop covered employees, businesses, entities, or individuals if a breach of a covered garden leave agreement is alleged; authorizing the court to modify such an injunction if a covered employee, business, entity, or individual establishes certain information by clear and convincing evidence; requiring that certain information be provided to the court under seal; providing that a prevailing covered employer is entitled to recover all available monetary damages for all available claims; providing that a prevailing

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party is entitled to reasonable attorney fees and costs; authorizing a covered employer to reduce the salary or benefits of a covered employee if he or she engages in gross misconduct; providing that such a reduction is not a breach of the covered garden leave agreement; creating s. 542.45, F.S.; providing applicability; providing that certain covered noncompete agreements are not a restraint of trade or an attempt to monopolize trade or commerce; providing notice requirements for covered noncompete agreements; providing that covered noncompete agreements do not affect other agreements; requiring a court to enter a preliminary injunction to stop covered employees, businesses, entities, or individuals if a breach of a covered noncompete agreement is alleged; authorizing the court to modify such an injunction if a covered employee, business, entity, or individual establishes certain information by clear and convincing evidence; requiring that certain information be provided to the court under seal; providing that a prevailing covered employer is entitled to recover all available monetary damages for all available claims; providing that a prevailing party is entitled to reasonable attorney fees and costs; authorizing a covered employer to reduce the salary or benefits of a covered employee if he or she engages in gross misconduct; providing that such a reduction is not a breach of the covered noncompete agreement; providing construction regarding a restrictive covenant that does not meet the

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definition of a covered garden leave agreement or a covered noncompete agreement; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Part I of chapter 542, Florida Statutes, consisting of ss. 542.15-542.36, Florida Statutes, is created and entitled "The Florida Antitrust Act of 1980."

Section 2. Part II of chapter 542, Florida Statutes, consisting of ss. 542.41-542.45, Florida Statutes, is created and entitled "The Florida Trade Secret Protection Act."

542.41 Short title.—This part may be cited as "The Florida Trade Secret Protection Act."

542.42 Legislative findings.—The Legislature finds that a proper and legitimate state interest is served by enforcing strong legal protections in contracts between employers and contracted personnel which encourage optimal levels of information sharing and training and development. The Legislature further finds that alternative means of protecting confidential information and client relationships, such as nondisclosure agreements, fixed-duration term contracts, and nonsolicitation clauses in employment contracts, are inadequate to protect against the significant global risks faced by companies in this state. The Legislature further finds that predictability in the enforcement of contracts described in this part encourages investment in this state. Therefore, the Legislature determines and declares that this part fulfills an important state interest.

542.43 Definitions.—For the purposes of this part, the term:

(1) "Annual mean wage of employees in Florida" or "annual mean wage" means the most recent annual mean wage as calculated by the United States Department of Labor Bureau of Labor Statistics, or its successor calculation, for all occupations in this state.

(2) "Benefit" means access to health insurance, life insurance, or disability insurance that is the same as or similar to the insurance that a covered employee had access to and at the same cost to that employee during the month before the commencement of his or her notice period.

(3) "Covered employee" means an employee or individual contractor who earns or is reasonably expected to earn a salary greater than twice the annual mean wage, or who has access to his or her employer's or client's confidential information or customer relationships. A court must presume that an employee or individual contractor has access to confidential information or customer relationships if the employee or individual contractor acknowledges the access or receipt of such access in writing. The term does not include a person classified as a medical professional as defined in s. 1006.0626.

(4) "Covered employer" means an entity or individual who employs or engages a covered employee.

(5) "Covered garden leave agreement" means a written agreement, or part of a written agreement, between a covered employee and covered employer in which:

(a) The covered employee and covered employer agree to up to, but no more than, 4 years of advance, express notice before

terminating the employment or contractor relationship;

(b) The covered employee agrees not to resign before the end of such notice period; and

(c) The covered employer agrees to retain the covered employee for the duration of such notice period and to continue paying the covered employee the same salary and providing the same benefits that the covered employee received from the covered employer in the last month before the commencement of the notice period. The covered employer is not obligated to provide discretionary incentive compensation or discretionary benefits or have the covered employee continue performing any work during the notice period.

(6) "Covered noncompete agreement" means a written agreement, or a portion of a written agreement, between a covered employee and a covered employer in which, for a period not to exceed 4 years and within a specified geographic area, which may be global in scope, the covered employee agrees not to assume a role with or for another business, entity, or individual:

(a) In which the covered employee would provide services similar to the services provided to the covered employer during the 3 years preceding the noncompete period; or

(b) In which it is reasonably likely the covered employee would use the confidential information or customer relationships of the covered employer.

(7) "Noncompete period" means the time from the covered employee's termination of employment through the end of the agreed-upon postemployment period of noncompetition as set forth in the covered noncompete agreement.

(8) "Notice period" means the date from the covered employee's or covered employer's written notice of intent to terminate the covered employee's employment through the date of termination as set forth in a covered garden leave agreement.

(9) "Primary place of work" means the location where the covered employee spends more work time than any other single workplace.

(10) "Salary" means the base compensation, calculated on an annualized basis, which a covered employer pays a covered employee, including a base wage, a salary, a professional fee, or other compensation for personal services, and the fair market value of any benefit other than cash. Salary does not include health care benefits, severance pay, retirement benefits, expense reimbursement, distribution of earnings and profits not included as compensation for personal services, discretionary incentives or awards, or anticipated but indeterminable compensation, including tips, bonuses, or commissions.

542.44 Covered garden leave agreement.—

(1) APPLICABILITY.—This section applies to:

(a) A covered garden leave agreement with a covered employee who maintains a primary place of work in this state, regardless of any applicable choice of law provisions; or

(b) A covered employee who is subject to a covered garden leave agreement with a covered employer with a significant nexus to this state.

If any provision of this section is in conflict with any other law, the provisions of this section shall govern.

(2) RESTRAINT OF TRADE.—A covered garden leave agreement

does not violate public policy as a restraint of trade, as described in s. 542.18, or an attempt to monopolize trade or commerce in this state, as described in s. 542.19, and is fully enforceable according to its terms, provided that:

(a) A covered employee is provided proper notice of the covered garden leave agreement before its execution, as described in subsection (3); and

(b) The covered garden leave agreement provides that:

1. After the first 90 days of the notice period, the covered employee does not have to provide services to the covered employer;

2. The covered employee may engage in nonwork activities at any time, including during normal business hours, during the remainder of the notice period; and

3. The covered employee may, with the permission of the covered employer, work for another employer while still employed by the covered employer during the remainder of the notice period.

(3) NOTICE; WAIVER OF NOTICE.—

(a) Proper notice of a covered garden leave agreement requires:

1. For a prospective covered employee, at least 7 days before a prospective covered employee's offer of employment expires.

2. For a current covered employee, at least 7 days before an offer to enter into a covered garden leave agreement expires.

(b) A prospective or current covered employee must acknowledge in writing that he or she was expressly advised of the right to seek legal counsel before the execution of the

covered garden leave agreement.

(c) The covered employer may, without breach of the covered garden leave agreement, waive any portion of this subsection by providing at least 30 days' advance notice in writing to the covered employee.

(4) OTHER AGREEMENTS.—This section does not affect or limit the enforceability of any other employment agreement or any other agreement.

(5) BREACH OF A COVERED GARDEN LEAVE AGREEMENT; REMEDIES.—

(a) Upon application by a covered employer, a court must preliminarily enjoin a covered employee from providing services to any business, entity, or individual other than the covered employer during the notice period. The court may modify or dissolve the injunction only if the covered employee establishes by clear and convincing evidence that:

1. The covered employee will not perform, during the notice period, any work similar to the services provided to the covered employer during the 3-year period preceding the commencement of the notice period, or use confidential information or customer relationships of the covered employer; or

2. The covered employer has failed to pay or provide the salary and benefits provided for in the covered garden leave agreement during the notice period and has had a reasonable opportunity to cure the failure.

(b) Upon application by a covered employer, a court must preliminarily enjoin a business, an entity, or an individual from engaging a covered employee during the covered employee's notice period. The court may modify or dissolve the injunction only if the business, entity, or individual establishes by clear

and convincing evidence, based on public or other nonconfidential information, that:

1. The covered employee will not provide any services similar to the services provided to the covered employer during the 3-year period preceding the commencement of the notice period, or use confidential information or customer relationships of the covered employer; or

2. The business or individual seeking to employ or engage the covered employee is not engaged in, and is not planning or preparing to engage in, any business activity similar to those engaged in by the covered employer during the notice period.

Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect trade secrets or avoid substantial injury.

(c) The injunctive relief provided under this section is not an exclusive remedy, and a prevailing covered employer is entitled to recover all available monetary damages for all available claims.

(d) In any action to enforce this section, the prevailing party is entitled to reasonable attorney fees and costs.

(e) If the covered employee engages in gross misconduct against the covered employer, the covered employer may reduce the salary or benefits of the covered employee or take other appropriate action during the notice period, which reduction or other action may not be considered a breach of the covered garden leave agreement.

542.45 Covered noncompete agreements.—

(1) APPLICABILITY.—This section applies to:

(a) A covered noncompete agreement with a covered employee who maintains a primary place of work in this state, regardless of any applicable choice of law provisions; or

(b) A covered employee who is subject to a covered noncompete agreement with a covered employer with a significant nexus to this state.

In either case, if any provision of this section is in conflict with any other law, the provisions of this section govern.

(2) RESTRAINT OF TRADE.—A covered noncompete agreement does not violate public policy as a restraint of trade, as described in s. 542.18, or an attempt to monopolize trade or commerce in this state, as described in s. 542.19, and is fully enforceable according to its terms, provided that:

(a) A covered employee is provided proper notice of the covered noncompete agreement before its execution, as described in subsection (3); and

(b) A covered noncompete agreement provides that the noncompete period is reduced day-for-day by any nonworking portion of the notice period, pursuant to a covered garden leave agreement between the covered employee and the covered employer, if applicable.

(3) NOTICE.—Proper notice of a covered noncompete agreement requires:

(a) For a prospective covered employee, at least 7 days before a prospective covered employee's offer of employment expires.

(b) For a current covered employee, at least 7 days before an offer to enter into a covered noncompete agreement expires.

In either case, a prospective or current covered employee must acknowledge in writing that he or she was expressly advised of the right to seek legal counsel before the execution of the covered noncompete agreement.

(4) OTHER AGREEMENTS.—This section does not affect or limit the enforceability of any other employment agreement or any other agreement.

(5) BREACH OF COVERED NONCOMPETE AGREEMENT; REMEDIES.—

(a) Upon application by a covered employer, a court must preliminarily enjoin a covered employee from providing services to any business, entity, or individual other than the covered employer during the noncompete period. The court may modify or dissolve the injunction only if the covered employee establishes by clear and convincing evidence that:

1. The covered employee will not perform, during the noncompete period, any work similar to the services provided to the covered employer during the 3-year period preceding the commencement of the noncompete period, or use confidential information or customer relationships of the covered employer; or

2. The covered employer has failed to pay or provide the salary and benefits provided for in the covered noncompete agreement during the noncompete period and has had a reasonable opportunity to cure the failure.

(b) Upon application by a covered employer, a court must preliminarily enjoin a business, an entity, or an individual from engaging a covered employee during the covered employee's noncompete period. The court may modify or dissolve the

injunction only if the business, entity, or individual establishes by clear and convincing evidence, based on public or other nonconfidential information, that:

1. The covered employee will not provide any services similar to the services provided to the covered employer during the 3-year period preceding the commencement of the noncompete period, or use confidential information or customer relationships of the covered employer; or

2. The business or individual seeking to employ or engage the covered employee is not engaged in, and is not planning or preparing to engage in, any business activity similar to those engaged in by the covered employer during the noncompete period.

Any information filed with the court which the covered employer deems to be confidential must be filed under seal to protect trade secrets or avoid substantial injury.

(c) The injunctive relief provided in this section is not an exclusive remedy, and a prevailing covered employer is entitled to recover all available monetary damages for all available claims.

(d) In any action to enforce this section, the prevailing party is entitled to reasonable attorney fees and costs.

(e) If the covered employee engages in gross misconduct against the covered employer, the covered employer may reduce the salary or benefits of the covered employee or take other appropriate action during the noncompete period, which reduction or other action may not be considered a breach of the covered noncompete agreement.

Any action regarding a restrictive covenant that does not meet the definition set forth in this section of a covered garden leave agreement or a covered noncompete agreement is governed by s. 542.335.

Section 3. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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LEGISLATIVE ACTION

Senate	.	House
Comm: FAV	.	
04/02/2025	.	
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	.	

The Committee on Judiciary (Leek) recommended the following:

Senate Amendment to Amendment (839748) (with title amendment)

Between lines 304 and 305
insert:

Section 3. Section 542.15, Florida Statutes, is amended to read:

542.15 Short title.—This <u>part</u> ~~act~~ shall be known and may be cited as the "Florida Antitrust Act of 1980."

Section 4. Section 542.16, Florida Statutes, is amended to read:

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542.16 Purpose.—The Legislature declares it to be the purpose of this part ~~act~~ to complement the body of federal law prohibiting restraints of trade or commerce in order to foster effective competition. It is the intent of the Legislature that this part ~~act~~ be liberally construed to accomplish its beneficial purpose.

Section 5. Section 542.17, Florida Statutes, is amended to read:

542.17 Definitions.—Unless a different meaning is clearly indicated by the context, for the purposes of this part ~~chapter~~, the terms defined in this section have the following meanings ascribed to them:

(1) "Commodity" means any goods, merchandise, wares, produce, chose in action, land, article of commerce, or other tangible or intangible property, real, personal, or mixed, for use, consumption, production, enjoyment, or resale.

(2) "Service" means any kind of activity performed in whole or in part for economic benefit.

(3) "Person" means any individual, corporation, firm, partnership, limited partnership, incorporated or unincorporated association, professional association, or other legal, commercial, or governmental entity, including the State of Florida, its departments, agencies, political subdivisions, and units of government.

(4) "Trade or commerce" means any economic activity of any type whatsoever involving any commodity or service whatsoever.

(5) "Document" means any stored or retained data or information in whatever form.

(6) "Attorney General" includes not only the Attorney

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General of Florida but also any designee of the Attorney General or any assistant attorney general or special assistant attorney general.

(7) "State attorney" includes not only the state attorneys of Florida but also any designee of a state attorney or any assistant state attorney or special assistant state attorney.

(8) "Local government" means a municipality, county, school district, or any other general-function or special-function governmental unit established by the laws of the state.

Section 6. Section 542.20, Florida Statutes, is amended to read:

542.20 Exemptions.—Any activity or conduct exempt under Florida statutory or common law or exempt from the provisions of the antitrust laws of the United States is exempt from the provisions of this part ~~chapter~~.

Section 7. Subsection (1) of section 542.22, Florida Statutes, is amended to read:

542.22 Suits for damages.—

(1) Any person who shall be injured in her or his business or property by reason of any violation of s. 542.18 or s. 542.19 may sue therefor in the circuit courts of this state and shall recover threefold the damages by her or him sustained, and the cost of suit, including a reasonable attorney's fee. The court shall award a reasonable attorney's fee to a defendant prevailing in any action under this part ~~chapter~~ for damages or equitable relief in which the court finds there was a complete absence of a justiciable issue of either law or fact raised by the plaintiff.

Section 8. Section 542.23, Florida Statutes, is amended to

read:

542.23 Equitable remedies.—In addition to other remedies provided by this part ~~chapter~~, any person shall be entitled to sue for and have injunctive or other equitable relief in the circuit courts of this state against threatened loss or damage by a violation of this part ~~chapter~~. In any action under this section in which the plaintiff substantially prevails, the court shall award the cost of suit, including a reasonable attorney's fee, to the plaintiff.

Section 9. Subsection (4) of section 542.235, Florida Statutes, is amended to read:

542.235 Limitations of actions and penalties against local governments and their officials and employees.—

(4) No criminal action shall be maintained pursuant to s. 542.21(2), and no civil penalties, damages, interest on damages, costs, or attorneys' fees shall be recovered pursuant to s. 542.21(1) or s. 542.22, against any local government official or employee for official conduct within the scope of her or his lawful authority, unless the official or employee has violated the provisions of this part ~~chapter~~ for the purpose of deriving personal financial or professional gain or for the professional or financial gain of her or his immediate family or of any principal by whom the official is retained.

Section 10. Section 542.24, Florida Statutes, is amended to read:

542.24 Consent decrees and settlement agreements.—In a civil action maintained under this part ~~chapter~~ by the Attorney General or a state attorney, any party to such action may petition the court for entry of a consent decree or for approval

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of a settlement agreement. The proposed decree or agreement shall set out the alleged violations, the future obligations of the parties, the damages or other relief agreed upon, and the reasons for entering into the consent decree or settlement agreement.

Section 11. Section 542.25, Florida Statutes, is amended to read:

542.25 Judgment in favor of state as prima facie evidence.—A final judgment or decree entered in any civil or criminal proceeding brought by the Attorney General or a state attorney under s. 542.21 or s. 542.23 to the effect that a defendant has violated s. 542.18 or s. 542.19, or entered in any civil or criminal proceeding brought by the United States Department of Justice under comparable federal laws, shall be prima facie evidence against such defendant in any civil action or proceeding under this part ~~chapter~~ brought by any other person against such defendant as to all matters with respect to which such judgment or decree would be an estoppel as between the parties thereto; however, this section does not apply to a consent judgment or decree entered before any testimony has been taken. Nothing contained in this section shall be construed to impose any limitation on the application of collateral estoppel.

Section 12. Subsection (2) of section 542.26, Florida Statutes, is amended to read:

542.26 Limitation of actions.—

(2) Whenever any civil or criminal proceeding is instituted by the Attorney General or a state attorney to prevent, restrain, or punish any violation of this part ~~chapter~~, the running of the statute of limitations, with respect to every

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private right of action arising under this part ~~chapter~~ and based in whole or in part on any matter complained of in said proceeding, shall be suspended during the pendency thereof and for 1 year thereafter. Whenever the running of the statute of limitations in respect of a cause of action arising under s. 542.22(1) is suspended hereunder, any action to enforce such cause of action shall be forever barred unless commenced either within the period of suspension or within the period of limitation.

Section 13. Section 542.27, Florida Statutes, is amended to read:

542.27 Enforcement authority.—

(1) The Attorney General, or a state attorney with written permission from the Attorney General, acting jointly or independently, may commence and try all criminal prosecutions under this part ~~chapter~~. Criminal prosecutions under this part ~~chapter~~ shall be commenced by indictment. With respect to commencement and trial of such prosecutions, the Attorney General or a state attorney shall have all the powers and duties vested by law with respect to criminal prosecutions generally. Incident to any investigation commenced under this part ~~chapter~~, the Attorney General may participate in and appear before a grand jury in assistance of any state attorney, irrespective of the provisions of chapter 905.

(2) The Attorney General is authorized to institute or intervene in civil proceedings seeking the full range of relief afforded by this part ~~chapter~~ or by federal laws pertaining to antitrust or restraints of trade on behalf of the state, its departments, agencies, and units of government. In addition, the

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Attorney General, as chief state legal officer, may institute any action authorized under this part ~~chapter~~, federal laws pertaining to antitrust or restraints of trade, or similar laws of other states on behalf of natural persons in the state.

(3) Whenever the Attorney General, by her or his own inquiry or as a result of a complaint, suspects that a violation of this part ~~chapter~~ or federal laws pertaining to restraints of trade is imminent, occurring, or has occurred, the Attorney General may investigate such suspected violation.

Section 14. Paragraph (b) of subsection (2), paragraph (b) of subsection (3), and subsections (5) and (13) of section 542.28, Florida Statutes, are amended to read:

542.28 Civil investigative demand.—

(2) The demand shall:

(b) State the nature of the conduct which constitutes the violation of this part ~~chapter~~ or of the federal antitrust laws and which is alleged to have occurred or to be imminent.

(3) No such demand shall require the production of any documentary material, the submission of any answers to written interrogatories, or the giving of any oral testimony if such material, answers, or testimony would be protected from disclosure under:

(b) The standards applicable to a discovery request under the Florida Rules of Civil Procedure, to the extent that the application of such standards to any such demand is appropriate and consistent with the provisions and purposes of this part ~~chapter~~.

(5) Within 30 days after the service of an investigative demand upon any person or at any time before the return date

specified therein, whichever period is longer, the person served may file in the circuit court in and for the county in which the person resides or transacts business, and serve upon the Attorney General or state attorney, a petition for an order of the court modifying or setting aside the demand. The time allowed for compliance in whole or in part with the demand as deemed proper and ordered by the court shall not run while the petition is pending before the court. The petition shall specify each ground upon which the petitioner relies in seeking relief and may be based upon the failure of the demand to comply with the provisions of this part ~~chapter~~ or upon any constitutional or other legal right or privilege of such person.

(13) Nothing contained in this section shall impair the authority of the Attorney General or state attorney to:

(a) Institute a civil proceeding under s. 542.22;

(b) Lay before a grand jury of this state evidence concerning a violation of this part ~~chapter~~;

(c) Invoke the power of a court to compel the production of evidence before a grand jury; or

(d) File a civil complaint or criminal indictment alleging a violation of this part ~~chapter~~.

Section 15. Section 542.29, Florida Statutes, is amended to read:

542.29 Duty of public officers.—In any investigation and in any criminal or civil action commenced pursuant to this part ~~chapter~~, it shall be the duty of all public officers and their deputies, assistants, clerks, subordinates, or employees to render and furnish to the Attorney General or a state attorney, when so requested, assistance and all information available in

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their official capacity.

Section 16. Section 542.30, Florida Statutes, is amended to read:

542.30 Jurisdiction and venue.—Without regard to the amount in controversy, a suit or proceeding brought under this part ~~chapter~~ shall be brought in the circuit court in and for any county in which the cause of action arose; in which any defendant resides, is found, or has an agent; or in which any act in furtherance of the conduct prohibited by this part ~~chapter~~ occurred.

Section 17. Section 542.31, Florida Statutes, is amended to read:

542.31 Action not barred as affecting or involving interstate or foreign commerce.—No action under this part ~~chapter~~ shall be barred on the grounds that the activity or conduct complained of in any way affects or involves interstate or foreign commerce. It is the intent of the Legislature to exercise its powers to the fullest extent consistent with the Constitutions of this state and the United States.

Section 18. Section 542.32, Florida Statutes, is amended to read:

542.32 Rule of construction and coverage.—It is the intent of the Legislature that, in construing this part ~~chapter~~, due consideration and great weight be given to the interpretations of the federal courts relating to comparable federal antitrust statutes. In particular, the failure to include in this part ~~chapter~~ the substantive provisions of s. 3 of the Clayton Act, 15 U.S.C. s. 14, shall not be deemed in any way to limit the scope of s. 542.18 or s. 542.19.

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Section 19. Subsection (1) of section 542.33, Florida Statutes, is amended to read:

542.33 Contracts in restraint of trade valid.—

(1) Notwithstanding other provisions of this part ~~chapter~~ to the contrary, each contract by which any person is restrained from exercising a lawful profession, trade, or business of any kind, as provided by subsections (2) and (3) hereof, is to that extent valid, and all other contracts in restraint of trade are void.

Section 20. Section 542.35, Florida Statutes, is amended to read:

542.35 Remedies cumulative.—The remedies provided by this part ~~act~~ are cumulative of each other and of existing powers and remedies inherent in the courts.

Section 21. Section 542.36, Florida Statutes, is amended to read:

542.36 Continuing violations.—Violations commenced prior to October 1, 1980, ~~the effective date of this act~~ and continuing after the effective date shall be actionable as provided in this part ~~chapter~~. The fact that any conduct occurred prior to October 1, 1980, ~~the effective date of this act~~ shall not affect its relevance in proving that a violation of this part ~~chapter~~ has occurred or is occurring.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete line 373

and insert:

agreement or a covered noncompete agreement; amending

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ss. 542.15, 542.16, 542.17, 542.20, 542.22, 542.23, 542.235, 542.24, 542.25, 542.26, 542.27, 542.28, 542.29, 542.30, 542.31, 542.32, 542.33, 542.35, and 542.36, F.S., to conform to the changes made by this act; providing

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 18, 2025

I respectfully request that **Senate Bill #922**, relating to Employment Agreements, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Sincerely,

Sen. Tom Leek
Florida Senator, District 7

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

922
Bill Number or Topic

Amendment Barcode (if applicable)

Name Tanner Warwick

Phone (850) 728-8419

Address 516 N Adams St
Street

Email TWarwick@aif.com

Tallahassee FL 32301
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Associated Industries of Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	SB 1080
INTRODUCER:	Senator McClain
SUBJECT:	Local Government Land Regulation
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Favorable**
2.	Collazo	Cibula	JU	**Favorable**
3.			RC	

I. Summary:

SB 1080 amends certain statutes regulating the review and approval of development permit and order applications by local governments.

Specifically, the bill requires local governments to:

- Specify the minimum information required for certain zoning applications.
- Process an application for a development permit or order within certain timeframes.
- Not limit the number of quasi-judicial hearings or public hearings held each month, if limiting their number will cause a delay in the consideration of an application for a development permit or order.
- Issue refunds to applicants if they fail to meet certain timeframes when processing an application.

The bill also provides that comprehensive plan amendments are not required to be approved at the second public hearing in the plan amendment adoption process to avoid being deemed withdrawn.

The bill takes effect October 1, 2025.

II. Present Situation:

The Community Planning Act

Adopted in 1985, the Local Government Comprehensive Planning and Land Development Regulation Act,[1] also known as Florida's Growth Management Act, was significantly revised in

[1] *See* ch. 85-55, s. 1, Laws of Fla. (codifying s. 163.3161(1), F.S. (1985), which provided the original short title).

2011, becoming the Community Planning Act.[2] The Community Planning Act governs how local governments create and adopt their local comprehensive plans.

Local comprehensive plans must include principles, guidelines, standards, and strategies for the orderly and balanced future land development of the area and reflect community commitments to implement the plan. The Community Planning Act intends that local governments manage growth through comprehensive land use plans that facilitate adequate and efficient provision of transportation, water, sewage, schools, parks, recreational facilities, housing, and other requirements and services.[3] A housing element is required as part of every comprehensive plan in the state. Among other things, the housing element must address "the creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction."[4]

Municipalities established after the effective date of the Community Planning Act must adopt a comprehensive plan within 3 years after the date of incorporation.[5] The county comprehensive plan controls until a municipal comprehensive plan is adopted.[6]

The comprehensive plan is implemented via land development regulations. Each county and municipality must adopt and enforce land development regulations, such as zoning or other housing-related ordinances, which are consistent with and implement their adopted comprehensive plan.[7]

Comprehensive Plan Amendments

If a proposed development does not conform to the comprehensive plan, the local government must first amend the comprehensive plan to facilitate the nonconforming development. State law requires a proposed comprehensive plan amendment to receive two public hearings, the first held by the local planning board, and subsequently by the governing board.[8]

Any affected person may challenge whether a plan or plan amendment complies with the Act by petitioning the Division of Administrative Hearings (DOAH) for a formal hearing.[9] An administrative law judge must hold a hearing in the affected local jurisdiction on whether the plan or plan amendment is in compliance.[10] In challenges filed by an affected person, the comprehensive plan or plan amendment must be determined to be in compliance if the local government's determination of compliance is fairly debatable. If the administrative law judge recommends that the amendment be found in compliance, the judge must submit the recommended order to the state land planning agency for a final order in its favor.[11]

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[2] *See* ch. 2011-139, s. 4, Laws of Fla. (revising the short title in s. 163.3161(1), F.S., to "Community Planning Act").
[3] Section 163.3161(4), F.S.
[4] Section 163.3177(6)(f)1.g., F.S.
[5] Section 163.3167(3), F.S.
[6] *Id*.
[7] Section 163.3202, F.S.
[8] Sections 163.3174(4)(a) and 163.3184, F.S.
[9] Section 163.3184(5)(a), F.S.
[10] Section 163.3184(5)(c), F.S.
[11] Section 163.3184(5)(e), F.S.

Issuing Development Orders and Permits

Under the Community Planning Act, a development permit is any official action of a local government that has the effect of permitting the development of land including, but not limited to, building permits, zoning permits, subdivision approval, rezoning, certifications, special exceptions, and variances.[12] A development order is issued by a local government and grants, denies, or grants with conditions an application for a development permit.[13]

Within 30 days after receiving an application for approval of a development permit or development order, a county or municipality must review the application for completeness and issue a letter indicating that all required information is submitted or specify any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information.[14]

Within 120 days after the county or municipality has deemed the application complete, or 180 days for applications that require final action through a quasi-judicial hearing or a public hearing, the county or municipality must approve, approve with conditions, or deny the application for a development permit or development order.[15] Both the applicant and the local government may agree to a reasonable request for an extension of time, particularly in the event of an extraordinary circumstance.[16] An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's or the municipality's decision.[17] However, these timeframes do not apply in areas of critical state concern.[18]

When reviewing a certified application for a development permit or development order, not including building permit applications, a county or municipality may not request additional information from the applicant more than 3 times, unless the applicant waives the limitation in writing.[19]

If a county or municipality makes a request for additional information from the applicant, and the applicant provides the information within 30 days after receiving the request, the county or the municipality must:

- Review the additional information and issue a letter to the applicant indicating that the application is complete, or specify the remaining deficiencies within 30 days after receiving the information, if the request is the county or municipality's first request.[20]

[12] Section 163.3164(16), F.S.
[13] *See* s. 163.3164(15), F.S. (defining development order); *see also* s. 125.022 and 166.033, F.S. (regulating county and municipal development permits and orders, respectively).
[14] Sections 125.022(1) and 166.033(1), F.S.
[15] *Id.*
[16] *Id.*
[17] *Id.*
[18] *Id.*
[19] Sections 125.022(2) and 166.033(2), F.S.; *see also* s. 403.0877, F.S. (listing the professionals that may certify applications for development permits and development orders for the purpose of satisfying this requirement).
[20] Section 125.022(2)(b) and Section 166.033(2)(b), F.S.

- Review the additional information and issue a letter to the applicant indicating that the application is complete, or specify the remaining deficiencies within 10 days after receiving the additional information, if the request is the county or municipality's second request.[21]
- Deem the application complete within 10 days after receiving the additional information, or proceed to process the application for approval or denial unless the applicant waived the county or municipality's time limitations in writing, if the request is the county or municipality's third request.[22]

Before a third request for information, the applicant must be offered a meeting to attempt to resolve outstanding issues.[23] If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the applicant may require the county or municipality proceed to process the application for approval or denial.[24] If denied, the county or municipality is required to give written notice to the applicant and must provide reference to the applicable legal authority for the denial of the permit.[25]

Once an application is deemed complete, a county or municipality must approve, approve with conditions, or deny the application within 120 days after it is deemed complete, or 180 days after it is deemed complete for applications that require final action through a quasi-judicial hearing or a public hearing.[26]

III. Effect of Proposed Changes:

Sections 1 and 3 amend ss. 125.022 and 166.033, F.S., to revise a variety of provisions related to county and municipality operations in connection with development permits and orders. The amendments are listed by specific subject below.

Minimum Information for Certain Zoning Applications

The bill requires local governments to specify in writing the minimum information that must be submitted in an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. Under the bill, the local government must:

- Make the minimum information available for inspection and copying at the location where the local government receives applications for development permits and orders;
- Provide the minimum information to the applicant at a preapplication meeting; or
- Post the minimum information on the local government's website.

Timeframes for Processing an Application

Within 5 business days after receiving an application for approval of a development permit or development order, local governments must confirm receipt of the application using the contact information provided by the applicant.

[21] Section 125.022(2)(c) and Section 166.033(2)(c), F.S.
[22] Section 125.022(2)(d) and Section 166.033(2)(d), F.S.
[23] *Id.*
[24] Section 125.022(2)(e) and Section 166.033(2)(e), F.S.
[25] *Id.*
[26] Section 125.022(1) and Section 166.033(1), F.S.

The bill clarifies that, within 30 days after receiving an application for approval of a development permit or order, a local government must review the application for completeness and either:

- Issue a written notification to the applicant indicating that all required information is submitted; or
- Specify, with particularity and in writing, any areas that are deficient.

For an application for a development permit or order that ***does not*** require final action through a quasi-judicial hearing or public hearing, the bill requires local governments to approve the application, approve the application with conditions, or deny the application within ***120 days*** after the local government has deemed the application complete.

For an application for a development permit or order that ***does*** require final action through a quasi-judicial hearing or public hearing, the bill requires local governments to approve the application, approve the application with conditions, or deny the application within ***180 days*** after the local government has deemed the application complete.

The bill prohibits local governments from limiting the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a development permit or order.

Additionally, the bill clarifies that local governments and applicants may agree in writing to an extension of time for processing an application, particularly in the event of a force majeure or other extraordinary circumstance.

The bill provides that the foregoing timeframes restart if an applicant makes a substantive change to the application. The bill defines "substantive change" as an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

Requirement to Issue a Refund

The bill requires local governments to issue a refund to an applicant equal to:

- Ten percent of the application fee if the local government fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.
- Ten percent of the application fee if the local government fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to an initial request by the local government to furnish such additional information.
- Twenty percent of the application fee if the local government fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to a second request by the local government to furnish such additional information.
- Fifty percent of the application fee if the local government fails to approve, approve with conditions, or deny the application within 30 days after conclusion of the 120-day or 180-day timeframe specified above.

- One hundred percent of the application fee if the local government fails to approve, approve with conditions, or deny an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified above.

A local government is not required to issue a refund in any of the foregoing scenarios if:
- The applicant and the local government agree to an extension of time;
- The delay is caused by the applicant; or
- The delay is attributable to a force majeure or other extraordinary circumstances.

Section 2 amends s. 163.3184, F.S., to provide that comprehensive plan amendments are not required to be approved at the second public hearing in the plan amendment adoption process to avoid being deemed withdrawn.

Section 4 provides that the bill takes effect October 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may have an indeterminate positive fiscal impact to the extent applicants receive refunds from counties and municipalities that fail to meet statutory deadlines relating to development permits and orders.

C. Government Sector Impact:

The bill may have an indeterminate negative fiscal impact on local governments to the extent those governments must issue refunds for failing to meet statutory deadlines relating to development permits and orders.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 125.022, 163.3184, and 166.033.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

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LEGISLATIVE ACTION

Senate	.	House
Comm: WD	.	
04/02/2025	.	
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The Committee on Judiciary (McClain) recommended the following:

Senate Amendment (with title amendment)

Between lines 174 and 175
insert:

Section 2. Subsection (4) of section 163.3162, Florida Statutes, is amended to read:

163.3162 Agricultural lands and practices.—

(4) AGRICULTURAL ENCLAVES ~~AMENDMENT TO LOCAL GOVERNMENT COMPREHENSIVE PLAN~~.—

(a) Notwithstanding any other law or local ordinance or regulation, a local government may approve the development of

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housing on a parcel of land that is an agricultural enclave as defined in s. 163.3164 if the development meets the land use requirements, including uses, density, and intensity, consistent with those applicable to an adjacent property with existing residential development. A development authorized under this subsection must be treated as a conforming use, notwithstanding the local government's comprehensive plan, future land use designation, or zoning.

(b) The owner of a parcel of land that is ~~defined as~~ an agricultural enclave as defined in ~~under~~ s. 163.3164 may apply for an amendment to the local government comprehensive plan pursuant to s. 163.3184. Such amendment is presumed not to be urban sprawl as defined in s. 163.3164 if it includes land uses and intensities of use that are consistent with the uses and intensities of use of the industrial, commercial, or residential areas that surround the parcel. ~~This presumption may be rebutted by clear and convincing evidence. Each application for a comprehensive plan amendment under this subsection for a parcel larger than 640 acres must include appropriate new urbanism concepts such as clustering, mixed-use development, the creation of rural village and city centers, and the transfer of development rights in order to discourage urban sprawl while protecting landowner rights.~~

~~(a) The local government and the owner of a parcel of land that is the subject of an application for an amendment shall have 180 days following the date that the local government receives a complete application to negotiate in good faith to reach consensus on the land uses and intensities of use that are consistent with the uses and intensities of use of the~~

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~~industrial, commercial, or residential areas that surround the parcel.~~ Within 30 days after the local government's receipt of such an application, the local government and owner must agree in writing to a schedule for information submittal, public hearings, negotiations, and final action on the amendment, which schedule may thereafter be altered only with the written consent of the local government and the owner. ~~Compliance with the schedule in the written agreement constitutes good faith negotiations for purposes of paragraph (c).~~

~~(b) Upon conclusion of good faith negotiations under paragraph (a), regardless of whether the local government and owner reach consensus on the land uses and intensities of use that are consistent with the uses and intensities of use of the industrial, commercial, or residential areas that surround the parcel, the amendment must be transmitted to the state land planning agency for review pursuant to s. 163.3184. If the local government fails to transmit the amendment within 180 days after receipt of a complete application, the amendment must be immediately transferred to the state land planning agency for such review. A plan amendment transmitted to the state land planning agency submitted under this subsection is presumed not to be urban sprawl as defined in s. 163.3164. This presumption may be rebutted by clear and convincing evidence.~~

(c) ~~If the owner fails to negotiate in good faith, a plan amendment submitted under this subsection is not entitled to the rebuttable presumption under this subsection in the negotiation and amendment process.~~

~~(d)~~ Nothing within this subsection relating to agricultural enclaves preempts or replaces ~~shall preempt or replace~~ any

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protection currently existing for any property located within the boundaries of the following areas:

1. The Wekiva Study Area, as described in s. 369.316; or

2. The Everglades Protection Area, as defined in s. 373.4592(2).

Section 3. Subsection (4) of section 163.3164, Florida Statutes, is amended to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(4) "Agricultural enclave" means an unincorporated, undeveloped parcel or parcels that:

(a) Are ~~Is~~ owned or controlled by a single person or entity;

(b) Have ~~Has~~ been in continuous use for bona fide agricultural purposes~~,~~ as defined in s. 193.461(3)(b) ~~by s. 193.461,~~ for a period of 5 years before ~~prior to~~ the date of any comprehensive plan amendment or development application;

(c)1. Are ~~Is~~ surrounded on at least 75 percent of their ~~its~~ perimeter by:

a.~~1.~~ A parcel or parcels ~~Property~~ that have ~~has~~ existing industrial, commercial, or residential development; or

b.~~2.~~ A parcel or parcels ~~Property~~ that the local government has designated, in the local government's comprehensive plan, zoning map, and future land use map, as land that is to be developed for industrial, commercial, or residential purposes, and at least 75 percent of such parcel or parcels are ~~property is~~ existing industrial, commercial, or residential development; or

2. Do not exceed 700 acres and are surrounded on at least

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50 percent of their perimeter by a parcel or parcels that the local government has designated in the local government's comprehensive plan and future land use map as land that is to be developed for industrial, commercial, or residential purposes; and the parcel or parcels are surrounded on at least 50 percent of their perimeter by a parcel or parcels within an urban service district, area, or line;

(d) Have ~~Has~~ public services, including water, wastewater, transportation, schools, and recreation facilities, available or such public services are scheduled in the capital improvement element to be provided by the local government or can be provided by an alternative provider of local government infrastructure in order to ensure consistency with applicable concurrency provisions of s. 163.3180, or the applicant offers to enter into a binding agreement to pay for, construct, or contribute land for its proportionate share of such improvements; and

(e) Do ~~Does~~ not exceed 1,280 acres; however, if the parcel or parcels are ~~property is~~ surrounded by existing or authorized residential development that will result in a density at buildout of at least 1,000 residents per square mile, ~~then~~ the area must ~~shall~~ be determined to be urban and the parcel or parcels may not exceed 4,480 acres.

Where a right-of-way, body of water, or canal exists along the perimeter of a parcel, the perimeter calculations of the agricultural enclave must be based on the parcel or parcels across the right-of-way, body of water, or canal.

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128 ================ T I T L E A M E N D M E N T ================
129 And the title is amended as follows:
130 Delete line 13
131 and insert:
132 providing exceptions; amending s. 163.3162, F.S.;
133 authorizing a local government to approve the
134 development of housing on certain parcels under
135 certain circumstances; requiring that such a
136 development be treated as a conforming use; deleting a
137 provision requiring that a specified presumption be
138 rebutted by clear and convincing evidence; deleting
139 provisions relating to comprehensive plan amendment
140 applications; deleting provisions relating to certain
141 good faith negotiations; amending s. 163.3164, F.S.;
142 revising the definition of the term "agricultural
143 enclave"; amending s. 163.3184, F.S.;

By Senator McClain

9-00728B-25 20251080__

A bill to be entitled

An act relating to local government land regulation; amending s. 125.022, F.S.; requiring counties to meet specified requirements regarding the minimum information necessary for certain applications; revising timeframes for processing applications for approval of development permits or development orders; prohibiting counties from limiting the number of quasi-judicial or public hearings held each month in certain circumstances; defining the term "substantive change"; providing refund parameters in situations where the county fails to meet certain timeframes; providing exceptions; amending s. 163.3184, F.S.; revising the expedited state review process for adoption of comprehensive plan amendments; amending s. 166.033, F.S.; requiring municipalities to meet specified requirements regarding the minimum information necessary for certain applications; revising timeframes for processing applications for approval of development permits or development orders; prohibiting municipalities from limiting the number of quasi-judicial or public hearings held each month in certain circumstances; defining the term "substantive change"; providing refund parameters in situations where the municipality fails to meet certain timeframes; providing exceptions; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

9-00728B-25 20251080__

Section 1. Section 125.022, Florida Statutes, is amended to read:

125.022 Development permits and orders.—

(1) A county shall specify in writing the minimum information that must be submitted in an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A county shall make the minimum information available for inspection and copying at the location where the county receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the county's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a county shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a county must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the county has deemed

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the county has deemed the application complete. A county may not limit the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a development permit or development order. Both parties may agree in writing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the county's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(3)(a)~~(2)(a)~~ When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a county may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a county makes a request for additional information and the applicant submits the required additional information

within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(c) If a county makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a county makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A county must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the county fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the county fails to issue a written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the county fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the county fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

A county is not required to issue a refund if the applicant and the county agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a county denies an application for a development permit or development order, the county shall give

written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(6) ~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7) ~~(5)~~ For any development permit application filed with the county after July 1, 2012, a county may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit.

(8) ~~(6)~~ Issuance of a development permit or development order by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A county shall attach such a disclaimer to the issuance of a development permit and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9) ~~(7)~~ This section does not prohibit a county from providing information to an applicant regarding what other state or federal permits may apply.

Section 2. Paragraphs (b) and (c) of subsection (3) of section 163.3184, Florida Statutes, are amended to read:

163.3184 Process for adoption of comprehensive plan or plan amendment.—

(3) EXPEDITED STATE REVIEW PROCESS FOR ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS.—

(b)1. If a plan amendment or amendments are adopted, the local government, after the initial public hearing held pursuant to subsection (11), shall transmit, within 10 working days after the date of adoption, the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body.

2. The reviewing agencies and any other local government or governmental agency specified in subparagraph 1. may provide comments regarding the amendment or amendments to the local government. State agencies shall only comment on important state resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Such comments, if not resolved, may result in a challenge by the state land planning agency to the plan amendment. Agencies and local governments must transmit their comments to the affected local government such that they are received by the local government not later

than 30 days after the date on which the agency or government received the amendment or amendments. Reviewing agencies shall also send a copy of their comments to the state land planning agency.

3. Comments to the local government from a regional planning council, county, or municipality shall be limited as follows:

a. The regional planning council review and comments shall be limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A regional planning council may not review and comment on a proposed comprehensive plan amendment prepared by such council unless the plan amendment has been changed by the local government subsequent to the preparation of the plan amendment by the regional planning council.

b. County comments shall be in the context of the relationship and effect of the proposed plan amendments on the county plan.

c. Municipal comments shall be in the context of the relationship and effect of the proposed plan amendments on the municipal plan.

d. Military installation comments shall be provided in accordance with s. 163.3175.

4. Comments to the local government from state agencies shall be limited to the following subjects as they relate to important state resources and facilities that will be adversely impacted by the amendment if adopted:

a. The Department of Environmental Protection shall limit its comments to the subjects of air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, and conservation easements; solid waste; water and wastewater treatment; and the Everglades ecosystem restoration.

b. The Department of State shall limit its comments to the subjects of historic and archaeological resources.

c. The Department of Transportation shall limit its comments to issues within the agency's jurisdiction as it relates to transportation resources and facilities of state importance.

d. The Fish and Wildlife Conservation Commission shall limit its comments to subjects relating to fish and wildlife habitat and listed species and their habitat.

e. The Department of Agriculture and Consumer Services shall limit its comments to the subjects of agriculture, forestry, and aquaculture issues.

f. The Department of Education shall limit its comments to the subject of public school facilities.

g. The appropriate water management district shall limit its comments to flood protection and floodplain management, wetlands and other surface waters, and regional water supply.

h. The state land planning agency shall limit its comments to important state resources and facilities outside the jurisdiction of other commenting state agencies and may include comments on countervailing planning policies and objectives served by the plan amendment that should be balanced against

potential adverse impacts to important state resources and facilities.

(c)1. The local government shall hold a second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments pursuant to subsection (11). If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, ~~and to adopt the comprehensive plan amendments,~~ the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. The local government is in compliance if the second public hearing is held within the 180-day period following receipt of agency comments, even if the amendments are approved at a subsequent hearing. The 180-day limitation does not apply to amendments processed pursuant to s. 380.06.

2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 10 working days after the final adoption hearing, the amendments are deemed withdrawn.

3. The state land planning agency shall notify the local government of any deficiencies within 5 working days after receipt of an amendment package. For purposes of completeness, an amendment shall be deemed complete if it contains a full, executed copy of:

a. The adoption ordinance or ordinances;

b. In the case of a text amendment, the amended language in legislative format with new words inserted in the text underlined, and words deleted stricken with hyphens;

c. In the case of a future land use map amendment, the future land use map clearly depicting the parcel, its existing future land use designation, and its adopted designation; and

d. Any data and analyses the local government deems appropriate.

4. An amendment adopted under this paragraph does not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

Section 3. Section 166.033, Florida Statutes, is amended to read:

166.033 Development permits and orders.—

(1) A municipality shall specify in writing the minimum information that must be submitted for an application for a zoning approval, rezoning approval, subdivision approval, certification, special exception, or variance. A municipality shall make the minimum information available for inspection and copying at the location where the municipality receives applications for development permits and orders, provide the information to the applicant at a preapplication meeting, or post the information on the municipality's website.

(2) Within 5 business days after receiving an application for approval of a development permit or development order, a

municipality shall confirm receipt of the application using contact information provided by the applicant. Within 30 days after receiving an application for approval of a development permit or development order, a municipality must review the application for completeness and issue a written notification to the applicant ~~letter~~ indicating that all required information is submitted or specify in writing ~~specifying~~ with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 120 days after the municipality has deemed the application complete.~~, or 180 days~~ For applications that require final action through a quasi-judicial hearing or a public hearing, the municipality must approve, approve with conditions, or deny the application for a development permit or development order within 180 days after the municipality has deemed the application complete. A municipality may not limit the number of quasi-judicial hearings or public hearings held each month if such limitation causes any delay in the consideration of an application for approval of a development permit or development order. Both parties may agree in writing to ~~a reasonable request for~~ an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings

supporting the municipality's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552 or chapter 28-36, Florida Administrative Code. The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(3)(a) ~~(2)(a)~~ When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a municipality may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a municipality makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(c) If a municipality makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a municipality makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the municipality must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the municipality's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (7) ~~(5)~~, if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the municipality, at the applicant's request, shall proceed to process the application for approval or denial.

(4) A municipality must issue a refund to an applicant equal to:

(a) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the municipality fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to paragraph (3)(b).

(c) Twenty percent of the application fee if the

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municipality fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to paragraph (3)(c).

(d) Fifty percent of the application fee if the municipality fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

(e) One hundred percent of the application fee if the municipality fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in subsection (2).

A municipality is not required to issue a refund if the applicant and the municipality agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(5) ~~(3)~~ When a municipality denies an application for a development permit or development order, the municipality shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(6) ~~(4)~~ As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(7) ~~(5)~~ For any development permit application filed with the municipality after July 1, 2012, a municipality may not

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require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit.

(8) ~~(6)~~ Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A municipality shall attach such a disclaimer to the issuance of development permits and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(9) ~~(7)~~ This section does not prohibit a municipality from providing information to an applicant regarding what other state or federal permits may apply.

Section 4. This act shall take effect October 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 20, 2025

I respectfully request that **Senate Bill #1080**, relating to Local Government Land Regulation, be placed on the:

☒ committee agenda at your earliest possible convenience.

☐ next committee agenda.

Senator Stan McClain
Florida Senate, District 9

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/2025
Meeting Date

Judiciary
Committee

1080
Bill Number or Topic

Amendment Barcode (if applicable)

Name Colton Madill

Phone 850-766-7983

Address 136 S Bronough St
Street
Tallahassee, FL 32301
City State Zip

Email cmadill@flchamber.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Chamber of Commerce

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-1-25
Meeting Date

Judiciary
Committee

1080
Bill Number or Topic

Amendment Barcode (if applicable)

Name Daniel Martinez

Phone 305-240-2917

Address 107 E College Ave
Street

Email DMartinez@AFPHQ.org

TLH FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Americans for Prosperity

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

04/01/25
Meeting Date

The Florida Senate

APPEARANCE RECORD

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SB 1080
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Brendan Burke

Phone 727-512-2469

Address
Street

Email

City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Home Builders Assc.

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

The Florida Senate

APPEARANCE RECORD

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4/1/25		SB1080
Meeting Date		Bill Number or Topic
Committee		Amendment Barcode (if applicable)

Name Kim Dinkins Phone 352-895-8693

Address 308 N. Monroe Email kdinkins@1000fof.org
Street

Tallahassee FL
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: 1000 Friends of FL

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 1184
INTRODUCER:	Banking and Insurance Committee and Senator DiCeglie
SUBJECT:	Residual Market Insurers
DATE:	March 31, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Thomas	Knudson	BI	**Fav/CS**
2.	Davis	Cibula	JU	**Pre-meeting**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 1184 transfers statutory provisions that regulate surplus lines insurers from ch. 627, F.S., which regulates insurance rates and contracts, into ch. 626, F.S., Part VIII, which regulates unauthorized insurers and surplus lines. Surplus lines insurance exists to cover specific risks that insurance companies in the standard or admitted market reject as being too risky to insure. A surplus lines insurer is an "unauthorized insurer" made eligible by the Office of Insurance Regulation to write specific property and casualty insurance that is not written by an authorized or admitted insurer.[1]

The bill deletes requirements in current law regarding the eligibility of insurance coverage to be exported to (written by) a surplus lines insurer. The deleted requirements include that:

- Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent and by seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections;
- The full amount of the surplus lines insurance policy must not be procurable from an insurer authorized to transact and are actually writing that kind and class of insurance;

[1] Florida Surplus Lines Service Office, *Surplus Lines Insurance*, available at https://www.fslso.com/about/surplus-lines-insurance (last visited March 30, 2025) and Florida Surplus Lines Service Office, *Surplus Lines Definitions*, available at https://www.fslso.com/docs/default-source/uploadedfiles/default-document-library/surplus-lines-definitions.pdf (last visited March 30, 2025).

- The amount of insurance exported to a surplus lines policy must be only the excess over the amount procurable from authorized insurers; and
- Each surplus lines agent file with the Florida Surplus Lines Service Office an affidavit stating all the surplus lines insurance transacted by him or her during each calendar quarter has been submitted to the Office as required, including efforts made to place coverages with authorized insurers and the results thereof.

The bill further:

- Adds additional language to the required disclosure that an agent must give to an insured when exporting coverage to a surplus lines insurer. The added language states "[a]dditionally, surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency."
- Provides requirements regarding the nonjoinder of insurers in suits arising under a surplus lines property insurance policy.
- Provides that a policyholder may not assign, in whole or in part, any post-loss insurance benefit under any surplus lines residential property insurance policy or under any surplus lines commercial property insurance policy.
- Provides that in order to meet the existing requirement that the Citizens Property Insurance Corporation (Citizens) only appoints agents who also hold an appointment by at least three insurers who are authorized to write and are actually writing or renewing certain types of property coverage, an agent may satisfy the requirement for any one or more of the three direct appointments by providing to Citizens a signed attestation confirming that he or she has access through a broker to an authorized insurer or eligible surplus lines insurer authorized to write and actually writing such property coverage; however, such signed attestations do not satisfy the requirements necessary to write personal lines residential property coverage for Citizens.
- Repeals rulemaking authority for the Financial Services Commission to declare eligible for export generally to surplus lines any class or classes of insurance coverage or risk for which it finds that there is no reasonable or adequate market among authorized insurers; and
- Consolidates statutory provisions related to surplus lines insurance into part VIII of ch. 626, F.S.

The bill is not expected to have a fiscal impact on state or local governments.

The bill takes effect July 1, 2025.

II. Present Situation:

Regulation of Insurance in Florida

The Office of Insurance Regulation (OIR) regulates specified insurance products, insurers and other risk bearing entities in Florida.[2] As part of their regulatory oversight, the OIR may suspend

[2] Section 20.121(3)(a), F.S. The Financial Services Commission, composed of the Governor, the Attorney General, the Chief Financial Officer, and the Commissioner of Agriculture, serves as agency head of the Office of Insurance Regulation for purposes of rulemaking. Further, the Financial Services Commission appoints the commissioner of the Office of Insurance Regulation.

or revoke an insurer's certificate of authority under certain conditions.[3] The OIR is responsible for examining the affairs, transactions, accounts, records, and assets of each insurer that holds a certificate of authority to transact insurance business in Florida.[4] As part of the examination process, all persons being examined must make available to the OIR the accounts, records, documents, files, information, assets, and matters in their possession or control that relate to the subject of the examination.[5] The OIR is also authorized to conduct market conduct examinations to determine compliance with applicable provisions of the Insurance Code.[6]

Insurance companies that transact insurance in Florida or that have offices located in the state are required to obtain a certificate of authority (COA) issued by the OIR pursuant to s. 624.401, F.S. These companies, referred to as authorized or admitted insurers,[7] are broadly regulated by the OIR under the Insurance Code as to reserves, surplus as to policyholders, solvency, rates and forms, market conduct, permissible investments, and affiliate relationships.[8] Authorized insurers are also required to participate in a variety of government mandated insurance programs and pay assessments levied by state guaranty funds in the event of insurer insolvencies.[9]

Surplus Lines Insurance

Surplus lines insurance is the market of last resort for difficult to place commercial and personal lines risks in Florida.[10] Typically, surplus lines insurers write policies for unusual, high-risk situations that include hazardous materials transporters, commercial trucking enterprises, day care centers, older homes located in coastal areas, professional athletes, hospitals, expensive boats and cars, and medical malpractice. Surplus lines insurance is coverage provided by a company that is not licensed in Florida but is allowed to transact insurance in the state as an "eligible" insurer[11] under the surplus lines law (ss. 626.913-626.937, F.S.). Under this law, insurance may only be purchased from a surplus lines carrier if the necessary amount of coverage cannot be procured after a diligent effort to buy the coverage from authorized insurers.[12]

Rates charged by a surplus lines carrier must not be lower than the rate applicable and in use by the majority of the authorized insurers writing similar coverages on similar risks in Florida.[13]

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[3] Section 624.418, F.S.
[4] Section 624.316(1)(a), F.S.
[5] Section 624.318(2), F.S.
[6] Section 624.3161, F.S.
[7] An "authorized" or "admitted" insurer is one duly authorized by a COA to transact insurance in this state.
[8] The Insurance Code consists of chs. 624-632, 634, 635, 636, 641, 642, 648, and 651, F.S.
[9] For example, Florida licensed direct writers of property and casualty insurance must be members of the Florida Insurance Guaranty Association, which handles the claims of insolvent insurers under part II of ch. 631, F.S., and insurers offering workers' compensation coverage in Florida must be members of the Florida Workers' Compensation Insurance Guaranty Association, which provides payment of covered claims for insurers that are declared insolvent under part V of ch. 631, F.S.
[10] Surplus lines insurance is insurance coverage provided by an insurer that is not licensed in Florida but is allowed to do business in the state because the particular coverage offered is not available from Florida-licensed or authorized carriers. Surplus lines insurers are governed under the Surplus Lines Law (ss. 626.913-626.937, F.S.).
[11] An "eligible surplus lines insurer" as defined in s. 626.914(2), F.S., is an "unauthorized insurer" which has been made eligible by the Office of Insurance Regulation to issue insurance coverage under the surplus lines law.
[12] *See* s. 626.914(4), F.S. A "diligent effort" is defined as seeking coverage from and being rejected by at least three authorized insurers that write the type of coverage being sought. The rejections must be documented.
[13] Section 626.916(1)(b), F.S.

Likewise, a surplus lines policy contract form must not be more favorable to the insured as to the coverage or rate offered by the majority of authorized carriers.[14] Except as specifically stated as applicable, surplus lines insurers are not subject to regulation under ch. 627, F.S., of the Florida Insurance Code, which includes, in part, provisions related to ratings standard, contracts, and attorney fees for authorized insurers.[15]

The Florida Surplus Lines Service Office (FSLSO) is governed by a nine-person board of governors consisting of eight members appointed by the Department of Financial Services (DFS) with the insurance consumer advocate being the ninth member.[16] The FSLSO is required to perform its functions under a plan of operation[17] that is subject to the approval of the OIR.[18] The FSLSO is required to conduct the following activities:

- Receive, record and review all surplus lines insurance policies;
- Maintain records of the policies reported to the FSLSO and perform reports as required by the Financial Services Commission;
- Prepare and deliver to each surplus lines agent quarterly reports of each agent's business;
- Collect and remit to the DFS the surplus lines tax as provided for in s. 626.932, F.S.;
- Reconcile the policies provided by non-admitted insurers with the policies reported to the service office by agents;
- Collect monthly from each surplus lines agent a service fee of up to .03 percent; and
- Other activities as specified by statute.[19]

Diligent Effort

"To export" a policy means an insurance agent,[20] with the consent of the insurance applicant, placing a policy with an unauthorized insurer under the Surplus Lines Law through a surplus lines agent.[21] Unless an exception applies, in order to place business with a surplus lines insurer, the agent must make a "diligent effort" to place the policy with a Florida-authorized insurer, which is shown by having three written rejections of coverage from authorized insurers currently writing the type of insurance being sought.[22] However, if the cost to replace a residential dwelling is $700,000 or more, then diligent effort is seeking and being denied coverage from at least one authorized insurer in the admitted market currently writing that type of coverage.[23]

Export requirements further specify that:

- The premium rate for policies written by a surplus lines insurer cannot be less than the premium rate used by a majority of authorized insurers for the same coverage on similar risks;

[14] Section 626.916(1)(c), F.S.
[15] Section 626.913(4), F.S.
[16] Section 626.921(4), F.S.
[17] Section 626.921(3), F.S.
[18] Section 626.921(5), F.S.
[19] Section 626.921(3), F.S.
[20] Typically, the applicant's usual insurance agent works with the surplus lines agent to arrange the placement, rather than the applicant working directly with the surplus lines agent.
[21] Section 626.914(3), F.S.
[22] Sections 626.914(4) and 626.916(1)(a), F.S.
[23] Section 626.914(4), F.S.

- The policy exported cannot provide coverage or rates that are more favorable than those that are used by the majority of authorized insurers actually writing similar coverages on similar risks;
- The deductibles must be the same as those used by one or more authorized insurers, unless the coverage is for fire or windstorm; and
- The policyholder must be advised in writing that coverage may be available and less expensive in the admitted market and persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.[24]

Only three states do not require that an agent make a diligent effort before exporting a policy to a surplus lines insurer.[25] Eighteen states require the agent to obtain at least three declinations from authorized insurers before exporting a policy to a surplus lines insurer.[26]

Assignments of Benefits

An assignment is the voluntary transfer of the rights of one party under a contract to another party; the transfer by a party to another party of some valuable interest.[27] In 2022,[28] the Legislature prohibited the assignment, in whole or in part, of any post-loss insurance benefit under any residential property insurance policy or under any commercial property insurance policy issued on or after January 1, 2023.[29] As written, the prohibition does not specifically apply to surplus lines property insurance policies.

Nonjoinder of Insurers

Section 627.4136, F.S., establishes provisions regarding the joinder and nonjoinder of an insurer in certain litigation. As written, these provisions do not specifically apply to surplus lines insurers. These provisions are:

- Before a cause of action accrues against a liability insurer by a person not an insured under the terms of the liability insurance policy, such person must first obtain a settlement or verdict against a person who is an insured under the policy for a cause of action that is covered by such policy.
- If an insurer pays any taxable costs or attorney's fees that would be recoverable by the insured but for the fact that such costs or fees were paid by the insurer, that insurer is considered a party for the purpose of recovering such fees or costs.
- A person who is not an insured under the terms of a liability insurance policy does not have any interest in such policy, either as a third-party beneficiary or otherwise, prior to first obtaining a settlement or verdict against a person who is an insured under the terms of such policy for a cause of action which is covered by such policy.

[24] Section 626.916(1), F.S.
[25] These states are Louisiana, Virgina, and Wisconsin. See Wholesale & Specialty Insurance Association Diligent Effort Compliance Chart, https://www.wsia.org/docs/Diligent%20effort%20chart%202-3-17.pdf (last visited March 25, 2025).
[26] *Id.* Ohio requires five declinations and New Mexico requires four declinations. South Carolina requires only one declination.
[27] The Law Dictionary, https://thelawdictionary.org/assignment/ (last visited March 25, 2025).
[28] Ch. 2022-271, s. 21, Laws of Fla.
[29] Section 627.7152(13), F.S.

- An insurer has the substantive right to insert a provision in a liability insurance policy that precludes persons who are not designated as insureds in such policies from joining a liability insurer as a party defendant with its insured prior to the rendition of a verdict.
- At the time a judgment is entered or a settlement is reached during the pendency of litigation, a liability insurer may be joined as a party defendant for the purposes of entering final judgment or enforcing the settlement by the motion of any party, unless the insurer denied coverage under the provisions of s. 627.426(2), F.S., or defended under a reservation of rights pursuant to s. 627.426(2), F.S. A copy of the motion to join the insurer must be served on the insurer by certified mail. If a judgment is reversed or remanded on appeal, the insurer's presence may not be disclosed to the jury in a subsequent trial.

Citizens Property Insurance Corporation

Citizens Property Insurance Corporation (Citizens) is a state-created, not-for-profit, tax-exempt governmental entity whose public purpose is to provide property insurance coverage to those unable to find affordable coverage in the voluntary admitted market.[30] Citizens is not a private insurance company.[31] Citizens was statutorily created in 2002 when the Florida Legislature combined the state's two insurers of last resort, the Florida Residential Property and Casualty Joint Underwriting Association (RPCJUA) and the Florida Windstorm Underwriting Association (FWUA).[32]

Citizens operates in accordance with the provisions in s. 627.351(6), F.S., and is governed by a nine-member Board of Governors (board) that administers its Plan of Operations. The Plan of Operations is reviewed and approved by the Financial Services Commission.[33] The Governor, President of the Senate, Speaker of the House of Representatives, and Chief Financial Officer each appoint two members to the board.[34] The Governor appoints an additional member who serves solely to advocate on behalf of the consumer.[35] Citizens is subject to regulation by OIR.

Citizens may only appoint as its licensed agents those agents who also hold an appointment by at least three insurers who are authorized to write and are actually writing or renewing personal lines residential property coverage, commercial residential property coverage, or commercial nonresidential property coverage within the state.[36]

III. Effect of Proposed Changes:

Section 1 amends s. 626.913, F.S., to provide that the provisions of ch. 627, F.S. (Insurance Rates and Contracts), do not apply to surplus lines insurance.

Section 2 amends s. 626.914, F.S., to remove the definition of "diligent effort."

Section 3 amends s. 626.916, F.S., to delete current law requiring that:

[30] The term "admitted market" means insurance companies licensed to transact insurance in Florida.
[31] Section 627.351(6)(a)1., F.S.
[32] Ch. 2002-240 s. 2, Laws of Fla.
[33] Section 627.351(6)(a)2., F.S.
[34] Section 627.351(6)(c)4.a., F.S.
[35] Section 627.351(6)(c)4., F.S.
[36] Section 627.351(6)(c)13., F.S.

- The full amount of surplus lines insurance required is not procurable from among the insurers authorized to transact and actually writing that kind and class of insurance;
- The amount of insurance exported shall be only the excess over the amount so procurable from authorized insurers; and
- Surplus lines agents verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent.

The bill maintains the requirement that the policyholder acknowledge the following disclosure, but adds the additional underlined statement:

> You are agreeing to place coverage in the surplus lines market. Coverage may be available in the admitted market. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

The bill provides that if the acknowledgment of the disclosure is signed by the insured, the insured is presumed to have been informed and to know that other coverage may be available. The bill deletes rulemaking authority for the Financial Services Commission to declare eligible for export generally any class or classes of insurance coverage or risk for which it finds that there is no reasonable or adequate market among authorized insurers.

Sections 6, 8, 10, and 12 create ss. 626.9261, 626.9262, 626.9263, and 626.9264, F.S., to duplicate in the surplus lines insurance law provisions that currently apply to surplus lines insurance but currently are in ch. 627, F.S. The provisions duplicated in the surplus lines law are those relating to:

- Insurers' issuance of a certificate of security after issuing the applicant a supplemental insurance policy that pays 100 percent of the deductible portion of insured construction or reconstruction after a hurricane loss [created in s. 626.9261, F.S.; currently in s. 627.701(6)(d), F.S.];
- Insurers' duty to acknowledge communications regarding residential property insurance claims and investigations [created in s. 626.9262, F.S.; currently in s. 627.70131, F.S.];
- Notice of a property insurance claim [created in s. 626.9263, F.S.; currently in s. 627.70132, F.S.]; and
- Suits arising under a property insurance policy [created in s. 626.9264, F.S.; currently in s. 627.70152, F.S.].

Sections 4, 5, 7, 9, and 11 amend ss. 627.4085, 627.701, 627.70131, 627.70132, and 627.70152, F.S., to remove language specifying the applicability and nonapplicability to surplus lines insurance of provisions relating to applications for insurance policies and annuity contracts; liability of insureds, coinsurance, and deductibles; insurers' duty to acknowledge communications regarding claims and investigations; notice of property insurance claim; suits arising under a property insurance policy; and risk retention and purchasing group agents, respectively.

Section 13 creates s. 626.9265, F.S., to provide that a surplus lines policyholder may not assign, in whole or in part, any post-loss insurance benefit under any residential property insurance policy or under any commercial property insurance policy.

Section 14 creates s. 626.9266, F.S., to provide requirements regarding the nonjoinder of insurers in suits arising under a surplus lines liability insurance policy. The bill applies to surplus lines liability insurance, the provisions of s. 627.4136, F.S., that apply to authorized liability insurers.

Section 15 repeals s. 627.952(1)(b), F.S., which currently requires licensure and appointment as a surplus lines agent in order to, on behalf of a purchasing group or risk retention group to any resident of Florida, place business through Florida eligible surplus lines carriers.

Section 16 amends s. 626.931, F.S., to remove the requirement that each surplus lines agent file quarterly with the FSLSO an affidavit stating all the surplus lines insurance transacted by him or her during each calendar quarter has been submitted to the Office as required, including efforts made to place coverages with authorized insurers and the results thereof.

Section 17 amends s. 626.932, F.S., to remove reference to the quarterly affidavit filed by each surplus lines agent with the FSLSO each quarter.

Section 18 amends s. 627.351, F.S., related to the existing requirement that Citizens only appoint agents who also hold an appointment by at least three insurers who are authorized to write and are actually writing or renewing personal lines residential property coverage, commercial residential property coverage, or commercial nonresidential property coverage within the state. The bill provides that agents writing or renewing commercial residential property coverage or commercial nonresidential property coverage may satisfy the requirement for any one or more of the three direct appointments by providing to Citizens a signed attestation confirming that he or she has access through a broker to an authorized insurer or eligible surplus lines insurer authorized to write and actually writing or renewing commercial residential property coverage or commercial nonresidential property coverage. However, such signed attestations do not satisfy the requirements necessary to write personal lines residential property coverage for Citizens.

Sections 19, 20, and 21 amend ss. 626.918, 626.9325, and 926.9541, F.S., to conform cross-references necessitated due to changes made by the bill.

Section 22 amends s. 626.935, F.S., to remove reference to the report and affidavit filed by each surplus lines agent with the FSLSO each quarter.

Section 23 amends s. 627.715, F.S., to remove reference to an exemption to the diligent effort requirement on surplus lines agents.

Section 24 provides that the bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

Insurance agents exporting policies to surplus lines insurers will not have to meet the diligent effort requirements, including the requirement that each surplus lines agent file quarterly with the FSLSO an affidavit stating all the surplus lines insurance transacted by him or her during each calendar quarter has been submitted to the Office as required, including efforts made to place coverages with authorized insurers and the results thereof.

Surplus lines insurers, and those doing business with such insurers, will now have a single source of statutory law when researching relevant statutory provisions.

C. Government Sector Impact:

The bill is not expected to have a fiscal impact on state or local government.

VI. Technical Deficiencies:

None.

VII. Related Issues:

Section 13 of the bill creates s. 626.9265, F.S., to provide that a surplus lines policyholder may not assign, in whole or in part, any post-loss insurance benefit under any residential property insurance policy or under any commercial property insurance policy.

The current law relating to authorized insurers in s. 627.7152(13), F.S., has similar language prohibiting a policyholder from assigning, in whole or in part, any post-loss insurance benefit under any residential or commercial property insurance policy, but includes an additional provision that provides that the prohibition on such assignment does not apply to:

- An assignment, transfer, or conveyance granted to a subsequent purchaser of the property with an insurable interest in the property following a loss;
- A power of attorney under ch. 709, F.S., that grants to a management company, family member, guardian, or similarly situated person of an insured the authority to act on behalf of an insured as it relates to a property insurance claim; or
- Liability coverage under a property insurance policy.

Without this additional language included in Section 13 of the bill, the types of assignments allowed under current law for residential property insurance policyholders of authorized insurers will not be allowed for such policyholders of surplus lines insurers.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 626.913, 626.914, 626.916, 627.4085, 627.701, 627.70131, 627.70132, 627.70152, 627.952, 626.931, 626.932, 627.351, 626.918, 626.9325, 626.9541, 626.935, and 627.715.

This bill creates the following sections of the Florida Statutes: 626.9261, 626.9262, 626.9263, 626.9264, 626.9265, and 626.9266.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Banking and Insurance on March 17, 2025:
The committee substitute differs from the filed bill as follows:

- Removes provisions that:
  - Repealed the requirement that the premium rate at which the surplus lines coverage is exported may not be lower than that rate applicable, if any, in actual and current use by a majority of the authorized insurers for the same coverage on a similar risk;
  - Repealed the requirement that the surplus lines policy or contract form under which the insurance is exported not be more favorable to the insured as to the coverage or rate than under similar contracts on file and in actual current use by the majority of authorized insurers actually writing similar coverages on similar risks.

- Adds additional language to the required disclosure an agent must give to an insured when exporting coverage to a surplus lines insurer. The added language states "[a]dditionally, surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency."
- Adds language that was not included in the provisions of the bill that duplicate in the surplus lines insurance law provisions that currently apply to surplus lines insurance but are in ch. 627, F.S. Language was added to s. 626.9262(7)(b), F.S., expanding the definition of "claim". Language was added to s. 626.9263(4), F.S., to include a separate time limit on claims for loss assessment coverage.
- Clarifies that the added provision authorizing agents to satisfy the requirement for any one or more of the three direct appointments required to be appointed as an agent for Citizens Property Insurance Corporation by attesting that he or she has access through a broker to an insurer authorized to write commercial property coverage does not satisfy the requirements necessary to write personal lines residential property coverage for Citizens.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By the Committee on Banking and Insurance; and Senator DiCeglie

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A bill to be entitled

An act relating to residual market insurers; amending s. 626.913, F.S.; conforming a provision to changes made by the act; amending s. 626.914, F.S.; removing the definition of the term "diligent effort"; amending s. 626.916, F.S.; revising the conditions for insurance coverage to be eligible for export; providing a presumption that an insured is presumed to have been informed of the availability of other coverage under certain circumstances; amending ss. 627.4085, 627.701, 627.70131, 627.70132, 627.70152, and 627.952, F.S.; removing applicability and nonapplicability to surplus lines insurance of provisions relating to applications for insurance policies and annuity contracts; liability of insureds, coinsurance, and deductibles; insurers' duty to acknowledge communications regarding claims and investigations; notice of property insurance claim; suits arising under a property insurance policy; and risk retention and purchasing group agents, respectively; creating ss. 626.9261, 626.9262, 626.9263, and 626.9264, F.S.; transferring to surplus lines insurance those provisions relating to liability of insureds and deductibles; insurers' duty to acknowledge communications regarding residential property insurance claims and investigations; notice of property insurance claim; suits arising under a property insurance policy; creating s. 626.9265, F.S.; prohibiting policyholders from assigning post-loss

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insurance benefits under property insurance policies; creating s. 626.9266, F.S.; requiring settlements or verdicts against insureds as a condition precedent to the accrual or maintenance of causes of actions against liability insurers by persons who are not insureds; providing that insurers are parties for the purpose of recovering taxable costs and attorney fees under certain circumstances; authorizing insurers to insert specified contractual provisions in liability insurance policies; authorizing liability insurers to be joined as party defendants under certain circumstances; prohibiting insurers' presence from being disclosed under certain circumstances; amending s. 626.931, F.S.; removing the requirement that certain surplus lines agents file a specified affidavit; amending s. 626.932, F.S.; conforming cross-references; revising the timeline of the surplus lines tax remittance by surplus lines agents to the Florida Surplus Lines Service Office; amending s. 627.351, F.S.; revising the requirements for licensed agents appointed by Citizens Property Insurance Corporation to write and renew certain insurance coverage; amending ss. 626.918, 626.9325, and 626.9541, F.S.; conforming cross-references; amending ss. 626.935 and 627.715, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

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Section 1. Subsection (4) of section 626.913, Florida Statutes, is amended to read:

626.913 Surplus Lines Law; short title; purposes.—

(4) ~~Except as may be specifically stated to apply to surplus lines insurers, the provisions of~~ Chapter 627 does ~~do~~ not apply to surplus lines insurance authorized under ss. 626.913-626.937, the Surplus Lines Law.

Section 2. Subsection (4) of section 626.914, Florida Statutes, is amended to read:

626.914 Definitions.—As used in this Surplus Lines Law, the term:

~~(4) "Diligent effort" means seeking coverage from and having been rejected by at least three authorized insurers currently writing this type of coverage and documenting these rejections. However, if the residential structure has a dwelling replacement cost of $700,000 or more, the term means seeking coverage from and having been rejected by at least one authorized insurer currently writing this type of coverage and documenting this rejection.~~

Section 3. Paragraphs (a) and (e) of subsection (1) and subsections (2) and (3) of section 626.916, Florida Statutes, are amended to read:

626.916 Eligibility for export.—

(1) No insurance coverage shall be eligible for export unless it meets all of the following conditions:

~~(a) The full amount of insurance required must not be procurable, after a diligent effort has been made by the producing agent to do so, from among the insurers authorized to~~

~~transact and actually writing that kind and class of insurance in this state, and the amount of insurance exported shall be only the excess over the amount so procurable from authorized insurers. Surplus lines agents must verify that a diligent effort has been made by requiring a properly documented statement of diligent effort from the retail or producing agent. However, to be in compliance with the diligent effort requirement, the surplus lines agent's reliance must be reasonable under the particular circumstances surrounding the export of that particular risk. Reasonableness shall be assessed by taking into account factors which include, but are not limited to, a regularly conducted program of verification of the information provided by the retail or producing agent. Declinations must be documented on a risk-by-risk basis. If it is not possible to obtain the full amount of insurance required by layering the risk, it is permissible to export the full amount.~~

(d) ~~(c)~~ The insured has signed or otherwise provided documented acknowledgment of a disclosure in substantially the following form: "You are agreeing to place coverage in the surplus lines market. Coverage may be available in the admitted market. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency." If the acknowledgment of the disclosure is signed by the insured, the insured is presumed to have been informed and to know that other coverage may be available.

~~(2) The commission may by rule declare eligible for export generally, and notwithstanding the provisions of paragraphs (a), (b), (c), and (d) of subsection (1), any class or classes of insurance coverage or risk for which it finds, after a hearing, that there is no reasonable or adequate market among authorized insurers. Any such rules shall continue in effect during the existence of the conditions upon which predicated, but subject to termination by the commission.~~

~~(3)(a) Subsection (1) does not apply to wet marine and transportation or aviation risks that are subject to s. 626.917.~~

~~(b) Subsection (1) does not apply to classes of insurance which are related to indemnity of deductibles for property insurance or are subject to s. 627.062(3)(d)1. These classes may be exportable under the following conditions:~~

~~1. The insurance must be placed only by or through a surplus lines agent licensed in this state;~~

~~2. The insurer must be made eligible under s. 626.918; and~~

~~3. The insured has complied with paragraph (1)(c). If the disclosure is signed by the insured, the insured is presumed to have been informed and to know that other coverage may be available, and, with respect to the diligent-effort requirement under subsection (1), there is no liability on the part of, and no cause of action arises against, the retail agent presenting the form.~~

Section 4. Section 627.4085, Florida Statutes, is amended to read:

627.4085 Insurer name, agent name, and license identification number required on application.—

~~(1)~~ All applications for an insurance policy or annuity

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contract shall prominently display the name of the insuring entity on the first page of the application form at the time the coverage is bound or premium is quoted. Such applications shall also disclose the name and license identification number of the agent as shown on the agent's license issued by the department, which information may be typed, printed, stamped, or handwritten if legible.

~~(2) This section does not apply to surplus lines business under the provisions of ss. 626.913-626.937.~~

Section 5. Paragraph (d) of subsection (6) of section 627.701, Florida Statutes, is amended to read:

627.701 Liability of insureds; coinsurance; deductibles.—

(6)

(d) The office shall draft and formally propose as a rule the form for the certificate of security. The certificate of security may be issued in any of the following circumstances:

1. A mortgage lender or other financial institution may issue a certificate of security after granting the applicant a line of credit, secured by equity in real property or other reasonable security, which line of credit may be drawn on only to pay for the deductible portion of insured construction or reconstruction after a hurricane loss. In the sole discretion of the mortgage lender or other financial institution, the line of credit may be issued to an applicant on an unsecured basis.

2. A licensed insurance agent may issue a certificate of security after obtaining for an applicant a line of credit, secured by equity in real property or other reasonable security, which line of credit may be drawn on only to pay for the deductible portion of insured construction or reconstruction

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after a hurricane loss. The Florida Hurricane Catastrophe Fund shall negotiate agreements creating a financing consortium to serve as an additional source of lines of credit to secure deductibles. Any licensed insurance agent may act as the agent of such consortium.

3. Any person qualified to act as a trustee for any purpose may issue a certificate of security secured by a pledge of assets, with the restriction that the assets may be drawn on only to pay for the deductible portion of insured construction or reconstruction after a hurricane loss.

4. Any insurer~~, including any admitted insurer or any surplus lines insurer,~~ may issue a certificate of security after issuing the applicant a policy of supplemental insurance that will pay for 100 percent of the deductible portion of insured construction or reconstruction after a hurricane loss.

5. Any other method approved by the office upon finding that such other method provides a similar level of security as the methods specified in this paragraph and that such other method has no negative impact on residential property insurance catastrophic capacity. The legislative intent of this subparagraph is to provide the flexibility needed to achieve the public policy of expanding property insurance capacity while improving the affordability of property insurance.

Section 6. Section 626.9261, Florida Statutes, is created to read:

626.9261 Liability of insureds; deductibles.—A surplus lines insurer may issue a certificate of security after issuing the applicant a policy of supplemental insurance which will pay for 100 percent of the deductible portion of insured

construction or reconstruction after a hurricane loss.

Section 7. Subsection (9) of section 627.70131, Florida Statutes, is amended to read:

627.70131 Insurer's duty to acknowledge communications regarding claims; investigation.—

~~(9) This section also applies to surplus lines insurers and surplus lines insurance authorized under ss. 626.913-626.937 providing residential coverage.~~

Section 8. Section 626.9262, Florida Statutes, is created to read:

626.9262 Insurer's duty to acknowledge communications regarding residential property insurance claims; investigation.—

(1)(a) Upon an insurer's receipt of a communication with respect to a residential property insurance claim, the insurer shall, within 7 calendar days, review and acknowledge receipt of such communication unless payment is made within that period of time or unless the failure to acknowledge is caused by factors beyond the control of the insurer. If the acknowledgment is not in writing, a notification indicating acknowledgment must be made in the insurer's claim file and dated. A communication made to or by a representative of an insurer with respect to a claim constitutes communication to or by the insurer.

(b) As used in this subsection, the term "representative" means any person to whom an insurer has granted authority or responsibility to receive or make such communications with respect to claims on behalf of the insurer.

(c) This subsection does not apply to claimants represented by counsel beyond those communications necessary to provide forms and instructions.

(2) Such acknowledgment must be responsive to the communication. If the communication constitutes a notification of a residential property insurance claim, unless the acknowledgment reasonably advises the claimant that the claim appears not to be covered by the insurer, the acknowledgment must provide necessary claim forms, and instructions, including an appropriate telephone number.

(3)(a) Unless otherwise provided by the policy of insurance or by law, within 7 days after an insurer receives proof-of-loss statements, the insurer shall begin such investigation as is reasonably necessary unless the failure to begin such investigation is caused by factors beyond the control of the insurer.

(b) If such investigation involves a physical inspection of the property, the licensed adjuster assigned by the insurer must provide the policyholder with a printed or electronic document containing his or her name and state adjuster license number. An insurer must conduct any such physical inspection within 30 days after its receipt of the proof-of-loss statements.

(c) Any subsequent communication with the policyholder regarding the residential property insurance claim must also include the name and license number of the adjuster communicating about the claim. Communication of the adjuster's name and license number may be included with other information provided to the policyholder.

(d) An insurer may use electronic methods to investigate the loss. Such electronic methods may include any method that provides the insurer with clear, color pictures or video documenting the loss, including, but not limited to, electronic

photographs or video recordings of the loss; video conferencing between the adjuster and the policyholder which includes video recording of the loss; and video recordings or photographs of the loss using a drone, driverless vehicle, or other machine that can move independently or through remote control. The insurer also may allow the policyholder to use such methods to assist in the investigation of the loss. An insurer may void the insurance policy if the policyholder or any other person at the direction of the policyholder, with intent to injure, defraud, or deceive any insurer, commits insurance fraud by providing false, incomplete, or misleading information concerning any fact or thing material to a claim using electronic methods. The use of electronic methods to investigate the loss does not prohibit an insurer from assigning a licensed adjuster to physically inspect the property.

(e) The insurer shall send the policyholder a copy of any detailed estimate of the amount of the loss within 7 days after the estimate is generated by an insurer's adjuster. This paragraph does not require that an insurer create a detailed estimate of the amount of the loss if such estimate is not reasonably necessary as part of the claim investigation.

(4) An insurer shall maintain:

(a) A record or log of each adjuster who communicates with the policyholder as provided in paragraphs (3)(b) and (c) and provide a list of such adjusters to the insured, office, or department upon request.

(b) Claim records, including dates, of all of the following:

1. Any claim-related communication made between the insurer

and the policyholder or the policyholder's representative.

2. The insurer's receipt of the policyholder's proof-of-loss statement.

3. Any claim-related request for information made by the insurer to the policyholder or the policyholder's representative.

4. Any claim-related inspections of the property made by the insurer, including physical inspections and inspections made by electronic means.

5. Any detailed estimate of the amount of the loss generated by the insurer's adjuster.

6. The beginning and end of any tolling period provided for in subsection (8).

7. The insurer's payment or denial of the claim.

(5) For purposes of this section, the term:

(a) "Factors beyond the control of the insurer" means:

1. Any of the following events which is the basis for the office issuing an order finding that such event renders all or specified residential property insurers reasonably unable to meet the requirements of this section in specified locations and ordering that such insurer or insurers may have additional time as specified by the office to comply with the requirements of this section: a state of emergency declared by the Governor under s. 252.36, a breach of security that must be reported under s. 501.171(3), or an information technology issue. The office may not extend the period for payment or denial of a claim for more than 30 additional days.

2. Actions by the policyholder or the policyholder's representative which constitute fraud, lack of cooperation, or

intentional misrepresentation regarding the claim for which benefits are owed when such actions reasonably prevent the insurer from complying with any requirement of this section.

(b) "Insurer" means an eligible surplus lines insurer that issues residential property policies.

(6)(a) When providing a preliminary or partial estimate of damage regarding a residential property insurance claim, an insurer shall include with the estimate the following statement printed in at least 12-point bold, uppercase type: THIS ESTIMATE REPRESENTS OUR CURRENT EVALUATION OF THE COVERED DAMAGES TO YOUR INSURED PROPERTY AND MAY BE REVISED AS WE CONTINUE TO EVALUATE YOUR CLAIM. IF YOU HAVE QUESTIONS, CONCERNS, OR ADDITIONAL INFORMATION REGARDING YOUR CLAIM, WE ENCOURAGE YOU TO CONTACT US.

(b) When providing a payment on a claim which is not the full and final payment for the claim, an insurer shall include with the payment the following statement printed in at least 12-point bold, uppercase type: WE ARE CONTINUING TO EVALUATE YOUR CLAIM INVOLVING YOUR INSURED PROPERTY AND MAY ISSUE ADDITIONAL PAYMENTS. IF YOU HAVE QUESTIONS, CONCERNS, OR ADDITIONAL INFORMATION REGARDING YOUR CLAIM, WE ENCOURAGE YOU TO CONTACT US.

(7)(a) Within 60 days after an insurer receives notice of an initial, reopened, or supplemental property insurance claim from a policyholder, the insurer shall pay or deny such claim or a portion of the claim unless the failure to pay is caused by factors beyond the control of the insurer. The insurer shall provide a reasonable explanation in writing to the policyholder of the basis in the insurance policy, in relation to the facts

or applicable law, for the payment, denial, or partial denial of a claim. If the insurer's claim payment is less than specified in any insurer's detailed estimate of the amount of the loss, the insurer must provide a reasonable explanation in writing of the difference to the policyholder. Any payment of an initial or supplemental claim or portion of such claim made 60 days after the insurer receives notice of the claim, or made after the expiration of any additional timeframe provided to pay or deny a claim or a portion of a claim made pursuant to an order of the office finding factors beyond the control of the insurer, whichever is later, bears interest at the rate set forth in s. 55.03. Interest begins to accrue from the date the insurer receives notice of the claim. The provisions of this subsection may not be waived, voided, or nullified by the terms of the insurance policy. If there is a right to prejudgment interest, the insured must select whether to receive prejudgment interest or interest under this subsection. Interest is payable when the claim or portion of the claim is paid. Failure to comply with this subsection constitutes a violation of this code. However, failure to comply with this subsection does not form the sole basis for a private cause of action.

(b) Notwithstanding the definitions in subsection (5), for purposes of this subsection, the term "claim" means any of the following:

1. A claim under an insurance policy providing residential coverage as defined in s. 627.4025(1).

2. A claim for structural or contents coverage under a commercial property insurance policy if the insured structure is 10,000 square feet or less.

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3. A claim for contents coverage under a commercial tenant policy if the insured premises is 10,000 square feet or less.

(c) This subsection does not apply to claims under an insurance policy covering structures or contents in more than one state.

(8) The requirements of this section are tolled:

(a) During the pendency of any mediation proceeding under s. 627.7015 or any alternative dispute resolution proceeding provided for in the insurance contract. The tolling period ends upon the end of the mediation or alternative dispute resolution proceeding.

(b) Upon the failure of a policyholder or a representative of the policyholder to provide material claims information requested by the insurer within 10 days after the request was received. The tolling period ends upon the insurer's receipt of the requested information. Tolling under this paragraph applies only to requests sent by the insurer to the policyholder or a representative of the policyholder at least 15 days before the insurer is required to pay or deny the claim or a portion of the claim under subsection (7).

Section 9. Subsection (2) of section 627.70132, Florida Statutes, is amended to read:

627.70132 Notice of property insurance claim.—

(2) A claim or reopened claim, but not a supplemental claim, under an insurance policy that provides property insurance, as defined in s. 624.604, ~~including a property insurance policy issued by an eligible surplus lines insurer,~~ for loss or damage caused by any peril is barred unless notice of the claim was given to the insurer in accordance with the

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terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim was given to the insurer in accordance with the terms of the policy within 18 months after the date of loss. The time limitations of this subsection are tolled during any term of deployment to a combat zone or combat support posting which materially affects the ability of a named insured who is a servicemember as defined in s. 250.01 to file a claim, supplemental claim, or reopened claim.

Section 10. Section 626.9263, Florida Statutes, is created to read:

626.9263 Notice of property insurance claim.—

(1) As used in this section, the term:

(a) "Reopened claim" means a claim that an insurer has previously closed, but that has been reopened upon an insured's request for additional costs for loss or damage previously disclosed to the insurer.

(b) "Supplemental claim" means a claim for additional loss or damage from the same peril which the insurer has previously adjusted or for which costs have been incurred while completing repairs or replacement pursuant to an open claim for which timely notice was previously provided to the insurer.

(2) A claim or reopened claim, but not a supplemental claim, under an insurance policy that provides property insurance, as defined in s. 624.604, for loss or damage caused by any peril is barred unless notice of the claim was given to the insurer in accordance with the terms of the policy within 1 year after the date of loss. A supplemental claim is barred unless notice of the supplemental claim was given to the insurer

in accordance with the terms of the policy within 18 months after the date of loss. The time limitations of this subsection are tolled during any term of deployment to a combat zone or combat support posting which materially affects the ability of a named insured who is a servicemember as defined in s. 250.01 to file a claim, supplemental claim, or reopened claim.

(3) For claims resulting from hurricanes, tornadoes, windstorms, severe rain, or other weather-related events, the date of loss is the date that the hurricane made landfall or the tornado, windstorm, severe rain, or other weather-related event is verified by the National Oceanic and Atmospheric Administration.

(4)(a) A notice of claim for loss assessment coverage under s. 627.714 may not occur later than 3 years after the date of loss and must be provided to the insurer the later of:

1. Within 1 year after the date of loss; or

2. Within 90 days after the date on which the condominium association or its governing board votes to levy an assessment resulting from a covered loss.

(b) For purposes of this subsection, the term "date of loss" means the date of the covered loss event that created the need for an assessment.

(5) This section does not affect any applicable limitation on civil actions provided in s. 95.11 for claims, supplemental claims, or reopened claims timely filed under this section.

Section 11. Subsection (1) of section 627.70152, Florida Statutes, is amended to read:

627.70152 Suits arising under a property insurance policy.—

(1) APPLICATION.—This section applies exclusively to all

suits arising under a residential or commercial property insurance policy~~, including a residential or commercial property insurance policy issued by an eligible surplus lines insurer~~.

Section 12. Section 626.9264, Florida Statutes, is created to read:

626.9264 Suits arising under a property insurance policy.—

(1) APPLICATION.—This section applies exclusively to all suits arising under a residential or commercial property insurance policy.

(2) DEFINITIONS.—As used in this section, the term:

(a) "Claimant" means an insured who is filing suit under a residential or commercial property insurance policy.

(b) "Disputed amount" means the difference between the claimant's presuit settlement demand, not including attorney fees and costs listed in the demand, and the insurer's presuit settlement offer, not including attorney fees and costs, if part of the offer.

(c) "Presuit settlement demand" means the demand made by the claimant in the written notice of intent to initiate litigation as required by paragraph (3)(a). The demand must include the amount of reasonable and necessary attorney fees and costs incurred by the claimant, to be calculated by multiplying the number of hours actually worked on the claim by the claimant's attorney as of the date of the notice by a reasonable hourly rate.

(d) "Presuit settlement offer" means the offer made by the insurer in its written response to the notice required under subsection (3).

(3) NOTICE.—

(a) As a condition precedent to filing a suit under a property insurance policy, a claimant must provide the department with written notice of intent to initiate litigation on a form provided by the department. Such notice must be given at least 10 business days before filing suit under the policy, but may not be given before the insurer has made a determination of coverage under s. 626.9263. Notice to the insurer must be provided by the department to the e-mail address designated by the insurer under s. 624.422. The notice must state with specificity all of the following information:

1. That the notice is provided pursuant to this section.

2. The alleged acts or omissions of the insurer giving rise to the suit, which may include a denial of coverage.

3. If provided by an attorney or other representative, that a copy of the notice was provided to the claimant.

4. If the notice is provided following a denial of coverage, an estimate of damages, if known.

5. If the notice is provided following acts or omissions by the insurer other than denial of coverage, both of the following:

a. The presuit settlement demand, which must itemize the damages, attorney fees, and costs.

b. The disputed amount.

Documentation to support the information provided in this paragraph may be provided along with the notice to the insurer.

(b) A claimant must serve a notice of intent to initiate litigation within the time limits provided in s. 95.11. However, the notice is not required if the suit is a counterclaim.

Service of a notice tolls the time limits provided in s. 95.11 for 10 business days if such time limits will expire before the end of the 10-day notice period.

(4) INSURER DUTIES.—An insurer must have a procedure for the prompt investigation, review, and evaluation of the dispute stated in the notice and must investigate each claim contained in the notice in accordance with the Florida Insurance Code. An insurer must respond in writing within 10 business days after receiving the notice specified in subsection (3). The insurer must provide the response to the claimant by e-mail if the insured has designated an e-mail address in the notice.

(a) If an insurer is responding to a notice served on the insurer following a denial of coverage by the insurer, the insurer must respond by:

1. Accepting coverage;

2. Continuing to deny coverage; or

3. Asserting the right to reinspect the damaged property.

If the insurer responds by asserting the right to reinspect the damaged property, it has 14 business days after the response asserting that right to reinspect the property to accept or continue to deny coverage. The time limits provided in s. 95.11 are tolled during the reinspection period if such time limits expire before the end of the reinspection period. If the insurer continues to deny coverage, the claimant may file suit without providing additional notice to the insurer.

(b) If an insurer is responding to a notice provided to the insurer alleging an act or omission by the insurer other than a denial of coverage, the insurer must respond by making a settlement offer or requiring the claimant to participate in

appraisal or another method of alternative dispute resolution. The time limits provided in s. 95.11 are tolled as long as appraisal or other alternative dispute resolution is ongoing if such time limits expire during the appraisal process or dispute resolution process. If the appraisal or alternative dispute resolution has not been concluded within 90 days after the expiration of the 10-day notice of intent to initiate litigation specified in subsection (3), the claimant or claimant's attorney may immediately file suit without providing the insurer additional notice.

(5) DISMISSAL OF SUIT.—A court must dismiss without prejudice any claimant's suit relating to a claim for which a notice of intent to initiate litigation was not given as required by this section or if such suit is commenced before the expiration of any time period provided under subsection (4), as applicable.

(6) ADMISSIBILITY OF NOTICE AND RESPONSE.—The notice provided pursuant to subsection (3) and, if applicable, the documentation to support the information provided in the notice:

(a) Are not admissible as evidence in any proceeding.

(b) Do not relieve any obligation that an insured or assignee has to give notice under any other provision of law.

(7) TOLLING.—If a claim is not resolved during the presuit notice process and if the time limits provided in s. 95.11 expire in the 30 days following the conclusion of the presuit notice process, such time limits are tolled for 30 days.

Section 13. Section 626.9265, Florida Statutes, is created to read:

626.9265 Assignment agreements.—A policyholder may not

assign, in whole or in part, any post-loss insurance benefit under any residential property insurance policy or under any commercial property insurance policy, as defined in s. 627.0625(1)(a). An attempt to assign post-loss property insurance benefits under such a policy is void, invalid, and unenforceable.

Section 14. Section 626.9266, Florida Statutes, is created to read:

626.9266 Nonjoinder of insurers.—

(1) It shall be a condition precedent to the accrual or maintenance of a cause of action against a liability insurer by a person who is not an insured under the terms of the liability insurance contract that such person must first obtain a settlement or verdict against a person who is an insured under the terms of such policy for a cause of action which is covered by such policy.

(2) Notwithstanding subsection (1), any insurer that pays any taxable costs or attorney fees that would be recoverable by the insured but for the fact that such costs or fees were paid by the insurer is considered a party for the purpose of recovering such fees or costs. A person who is not an insured under the terms of a liability insurance policy may not have any interest in such policy, either as a third-party beneficiary or otherwise, before first obtaining a settlement or verdict against a person who is an insured under the terms of such policy for a cause of action which is covered by such policy.

(3) Insurers are affirmatively granted the substantive right to insert in liability insurance policies contractual provisions that preclude persons who are not designated as

insureds in such policies from joining a liability insurer as a party defendant with its insured before the rendition of a verdict. The contractual provisions authorized in this subsection are fully enforceable.

(4) When a judgment is entered or a settlement is reached during the pendency of litigation, a liability insurer may be joined as a party defendant for the purposes of entering final judgment or enforcing the settlement by the motion of any party, unless the insurer denied coverage under s. 627.426(2) or defended under a reservation of rights pursuant to s. 627.426(2). A copy of the motion to join the insurer must be served on the insurer by certified mail. If a judgment is reversed or remanded on appeal, the insurer's presence may not be disclosed to the jury in a subsequent trial.

Section 15. Subsection (1) of section 627.952, Florida Statutes, is amended to read:

627.952 Risk retention and purchasing group agents.—

(1) Any person offering, soliciting, selling, purchasing, administering, or otherwise servicing insurance contracts, certificates, or agreements for any purchasing group or risk retention group to any resident of this state, either directly or indirectly, by the use of mail, advertising, or other means of communication, shall obtain a license and appointment to act as a resident general lines agent, if a resident of this state, or a nonresident general lines agent if not a resident. Any such person shall be subject to all requirements of the Florida Insurance Code.

~~(a)~~ All books, records, statements, and accounts required to be established and maintained with respect to activities

described in this subsection shall be established and maintained on a segregated basis, separate and apart from all other books, records, statements, and accounts regarding the agent's other transactions.

~~(b) Any person required to be licensed and appointed under this subsection, in order to place business through Florida eligible surplus lines carriers, must, if a resident of this state, be licensed and appointed as a surplus lines agent. If not a resident of this state, such person must be licensed and appointed as a surplus lines agent in her or his state of residence and be licensed and appointed as a nonresident surplus lines agent in this state.~~

Section 16. Section 626.931, Florida Statutes, is amended to read:

626.931 ~~Agent affidavit and~~ Insurer reporting requirements.—

~~(1) Each surplus lines agent that has transacted business during a calendar quarter shall on or before the 45th day following the calendar quarter file with the Florida Surplus Lines Service Office an affidavit, on forms as prescribed and furnished by the Florida Surplus Lines Service Office, stating that all surplus lines insurance transacted by him or her during such calendar quarter has been submitted to the Florida Surplus Lines Service Office as required.~~

~~(2) The affidavit of the surplus lines agent shall include efforts made to place coverages with authorized insurers and the results thereof.~~

(1)~~(3)~~ Each foreign insurer accepting premiums shall, on or before the end of the month following each calendar quarter,

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file with the Florida Surplus Lines Service Office a verified report of all surplus lines insurance transacted by such insurer for insurance risks located in this state during such calendar quarter.

(2)~~(4)~~ Each alien insurer accepting premiums shall, on or before June 30 of each year, file with the Florida Surplus Lines Service Office a verified report of all surplus lines insurance transacted by such insurer for insurance risks located in this state during the preceding calendar year.

(3)~~(5)~~ The department may waive the filing requirements described in subsections (1) ~~(3)~~ and (2) ~~(4)~~.

(4)~~(6)~~ Each insurer's report and supporting information shall be in a computer-readable format as determined by the Florida Surplus Lines Service Office or shall be submitted on forms prescribed by the Florida Surplus Lines Service Office and shall show for each applicable agent:

(a) A listing of all policies, certificates, cover notes, or other forms of confirmation of insurance coverage or any substitutions thereof or endorsements thereto and the identifying number; and

(b) Any additional information required by the department or Florida Surplus Lines Service Office.

Section 17. Paragraph (a) of subsection (2) and subsection (6) of section 626.932, Florida Statutes, are amended to read:

626.932 Surplus lines tax.—

(2)(a) The surplus lines agent shall make payable to the department the tax related to each calendar quarter's business as reported to the Florida Surplus Lines Service Office, and remit the tax to the Florida Surplus Lines Service Office at the

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same time as the fee required ~~provided for the filing of the quarterly affidavit,~~ under s. 626.9325 ~~s. 626.931~~. The Florida Surplus Lines Service Office shall forward to the department the taxes and any interest collected pursuant to paragraph (b)~~,~~ within 10 days after ~~of~~ receipt.

(6) For the purposes of this section, the term "premium" means the consideration for insurance by whatever name called and includes any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for an insurance contract, which items are deemed to be a part of the premium. The per-policy fee authorized by s. 626.916(2) ~~s. 626.916(4)~~ is specifically included within the meaning of the term "premium." However, the service fee imposed pursuant to s. 626.9325 is excluded from the meaning of the term "premium."

Section 18. Paragraph (c) of subsection (6) of section 627.351, Florida Statutes, is amended to read:

627.351 Insurance risk apportionment plans.—

(6) CITIZENS PROPERTY INSURANCE CORPORATION.—

(c) The corporation's plan of operation:

1. Must provide for adoption of residential property and casualty insurance policy forms and commercial residential and nonresidential property insurance forms, which must be approved by the office before use. The corporation shall adopt the following policy forms:

a. Standard personal lines policy forms that are comprehensive multiperil policies providing full coverage of a residential property equivalent to the coverage provided in the private insurance market under an HO-3, HO-4, or HO-6 policy.

b. Basic personal lines policy forms that are policies

similar to an HO-8 policy or a dwelling fire policy that provide coverage meeting the requirements of the secondary mortgage market, but which is more limited than the coverage under a standard policy.

c. Commercial lines residential and nonresidential policy forms that are generally similar to the basic perils of full coverage obtainable for commercial residential structures and commercial nonresidential structures in the admitted voluntary market.

d. Personal lines and commercial lines residential property insurance forms that cover the peril of wind only. The forms are applicable only to residential properties located in areas eligible for coverage by the Florida Windstorm Underwriting Association, as those areas were defined on January 1, 2002.

e. Commercial lines nonresidential property insurance forms that cover the peril of wind only. The forms are applicable only to nonresidential properties located in areas eligible for coverage by the Florida Windstorm Underwriting Association, as those areas were defined on January 1, 2002.

f. The corporation may adopt variations of the policy forms listed in sub-subparagraphs a.-e. which contain more restrictive coverage.

g. The corporation shall offer a basic personal lines policy similar to an HO-8 policy with dwelling repair based on common construction materials and methods.

2. Must provide that the corporation adopt a program in which the corporation and authorized insurers enter into quota share primary insurance agreements for hurricane coverage, as defined in s. 627.4025(2)(a), for eligible risks, and adopt

property insurance forms for eligible risks which cover the peril of wind only.

a. As used in this subsection, the term:

(I) "Approved surplus lines insurer" means an eligible surplus lines insurer that:

(A) Has a financial strength rating of "A-" or higher from A.M. Best Company;

(B) Has a personal lines residential risk program that is managed by a Florida resident surplus lines broker;

(C) Applies to the office to participate in the take-out process to offer coverage to applicants for new coverage from the corporation or current policyholders of the corporation through a take-out plan approved by the office;

(D) Does not, as part of any take-out plan approved by the office, offer coverage on any personal lines residential risk that is a primary residence or has a homestead exemption under chapter 196;

(E) Files rates for review as part of a take-out plan with the office. The office shall review whether the premium is more than 20 percent greater than the premium for comparable coverage from the corporation; and

(F) Provides data to the office related to coverage and rates in a format promulgated by the commission.

(II) "Eligible risks" means personal lines residential and commercial lines residential risks that meet the underwriting criteria of the corporation and are located in areas that were eligible for coverage by the Florida Windstorm Underwriting Association on January 1, 2002.

(III) "Primary residence" means the dwelling that is the

policyholder's primary home or is a rental property that is the primary home of the tenant, and which the policyholder or tenant occupies for more than 9 months of each year.

(IV) "Quota share primary insurance" means an arrangement in which the primary hurricane coverage of an eligible risk is provided in specified percentages by the corporation and an authorized insurer. The corporation and authorized insurer are each solely responsible for a specified percentage of hurricane coverage of an eligible risk as set forth in a quota share primary insurance agreement between the corporation and an authorized insurer and the insurance contract. The responsibility of the corporation or authorized insurer to pay its specified percentage of hurricane losses of an eligible risk, as set forth in the agreement, may not be altered by the inability of the other party to pay its specified percentage of losses. Eligible risks that are provided hurricane coverage through a quota share primary insurance arrangement must be provided policy forms that set forth the obligations of the corporation and authorized insurer under the arrangement, clearly specify the percentages of quota share primary insurance provided by the corporation and authorized insurer, and conspicuously and clearly state that the authorized insurer and the corporation may not be held responsible beyond their specified percentage of coverage of hurricane losses.

b. The corporation may enter into quota share primary insurance agreements with authorized insurers at corporation coverage levels of 90 percent and 50 percent.

c. If the corporation determines that additional coverage levels are necessary to maximize participation in quota share

primary insurance agreements by authorized insurers, the corporation may establish additional coverage levels. However, the corporation's quota share primary insurance coverage level may not exceed 90 percent.

d. Any quota share primary insurance agreement entered into between an authorized insurer and the corporation must provide for a uniform specified percentage of coverage of hurricane losses, by county or territory as set forth by the corporation board, for all eligible risks of the authorized insurer covered under the agreement.

e. Any quota share primary insurance agreement entered into between an authorized insurer and the corporation is subject to review and approval by the office. However, such agreement shall be authorized only as to insurance contracts entered into between an authorized insurer and an insured who is already insured by the corporation for wind coverage.

f. For all eligible risks covered under quota share primary insurance agreements, the exposure and coverage levels for both the corporation and authorized insurers shall be reported by the corporation to the Florida Hurricane Catastrophe Fund. For all policies of eligible risks covered under such agreements, the corporation and the authorized insurer must maintain complete and accurate records for the purpose of exposure and loss reimbursement audits as required by fund rules. The corporation and the authorized insurer shall each maintain duplicate copies of policy declaration pages and supporting claims documents.

g. The corporation board shall establish in its plan of operation standards for quota share agreements which ensure that there is no discriminatory application among insurers as to the

terms of the agreements, pricing of the agreements, incentive provisions if any, and consideration paid for servicing policies or adjusting claims.

h. The quota share primary insurance agreement between the corporation and an authorized insurer must set forth the specific terms under which coverage is provided, including, but not limited to, the sale and servicing of policies issued under the agreement by the insurance agent of the authorized insurer producing the business, the reporting of information concerning eligible risks, the payment of premium to the corporation, and arrangements for the adjustment and payment of hurricane claims incurred on eligible risks by the claims adjuster and personnel of the authorized insurer. Entering into a quota sharing insurance agreement between the corporation and an authorized insurer is voluntary and at the discretion of the authorized insurer.

3. May provide that the corporation may employ or otherwise contract with individuals or other entities to provide administrative or professional services that may be appropriate to effectuate the plan. The corporation may borrow funds by issuing bonds or by incurring other indebtedness, and shall have other powers reasonably necessary to effectuate the requirements of this subsection, including, without limitation, the power to issue bonds and incur other indebtedness in order to refinance outstanding bonds or other indebtedness. The corporation may seek judicial validation of its bonds or other indebtedness under chapter 75. The corporation may issue bonds or incur other indebtedness, or have bonds issued on its behalf by a unit of local government pursuant to subparagraph (q)2. in the absence

of a hurricane or other weather-related event, upon a determination by the corporation, subject to approval by the office, that such action would enable it to efficiently meet the financial obligations of the corporation and that such financings are reasonably necessary to effectuate the requirements of this subsection. The corporation may take all actions needed to facilitate tax-free status for such bonds or indebtedness, including formation of trusts or other affiliated entities. The corporation may pledge assessments, projected recoveries from the Florida Hurricane Catastrophe Fund, other reinsurance recoverables, policyholder surcharges and other surcharges, and other funds available to the corporation as security for bonds or other indebtedness. In recognition of s. 10, Art. I of the State Constitution, prohibiting the impairment of obligations of contracts, it is the intent of the Legislature that no action be taken whose purpose is to impair any bond indenture or financing agreement or any revenue source committed by contract to such bond or other indebtedness.

4. Must require that the corporation operate subject to the supervision and approval of a board of governors consisting of nine individuals who are residents of this state and who are from different geographical areas of the state, one of whom is appointed by the Governor and serves solely to advocate on behalf of the consumer. The appointment of a consumer representative by the Governor is deemed to be within the scope of the exemption provided in s. 112.313(7)(b) and is in addition to the appointments authorized under sub-subparagraph a.

a. The Governor, the Chief Financial Officer, the President of the Senate, and the Speaker of the House of Representatives

shall each appoint two members of the board. At least one of the two members appointed by each appointing officer must have demonstrated expertise in insurance and be deemed to be within the scope of the exemption provided in s. 112.313(7)(b). The Chief Financial Officer shall designate one of the appointees as chair. All board members serve at the pleasure of the appointing officer. All members of the board are subject to removal at will by the officers who appointed them. All board members, including the chair, must be appointed to serve for 3-year terms beginning annually on a date designated by the plan. However, for the first term beginning on or after July 1, 2009, each appointing officer shall appoint one member of the board for a 2-year term and one member for a 3-year term. A board vacancy shall be filled for the unexpired term by the appointing officer. The Chief Financial Officer shall appoint a technical advisory group to provide information and advice to the board in connection with the board's duties under this subsection. The executive director and senior managers of the corporation shall be engaged by the board and serve at the pleasure of the board. Any executive director appointed on or after July 1, 2006, is subject to confirmation by the Senate. The executive director is responsible for employing other staff as the corporation may require, subject to review and concurrence by the board.

b. The board shall create a Market Accountability Advisory Committee to assist the corporation in developing awareness of its rates and its customer and agent service levels in relationship to the voluntary market insurers writing similar coverage.

(I) The members of the advisory committee consist of the

following 11 persons, one of whom must be elected chair by the members of the committee: four representatives, one appointed by the Florida Association of Insurance Agents, one by the Florida Association of Insurance and Financial Advisors, one by the Professional Insurance Agents of Florida, and one by the Latin American Association of Insurance Agencies; three representatives appointed by the insurers with the three highest voluntary market share of residential property insurance business in the state; one representative from the Office of Insurance Regulation; one consumer appointed by the board who is insured by the corporation at the time of appointment to the committee; one representative appointed by the Florida Association of Realtors; and one representative appointed by the Florida Bankers Association. All members shall be appointed to 3-year terms and may serve for consecutive terms.

(II) The committee shall report to the corporation at each board meeting on insurance market issues which may include rates and rate competition with the voluntary market; service, including policy issuance, claims processing, and general responsiveness to policyholders, applicants, and agents; and matters relating to depopulation.

5. Must provide a procedure for determining the eligibility of a risk for coverage, as follows:

a. Subject to s. 627.3517, with respect to personal lines residential risks that are primary residences, if the risk is offered coverage from an authorized insurer at the insurer's approved rate under a standard policy including wind coverage or, if consistent with the insurer's underwriting rules as filed with the office, a basic policy including wind coverage, for a

new application to the corporation for coverage, the risk is not eligible for any policy issued by the corporation unless the premium for coverage from the authorized insurer is more than 20 percent greater than the premium for comparable coverage from the corporation. Whenever an offer of coverage for a personal lines residential risk that is a primary residence is received for a policyholder of the corporation at renewal from an authorized insurer, if the offer is equal to or less than the corporation's renewal premium for comparable coverage, the risk is not eligible for coverage with the corporation for policies that renew before April 1, 2023; for policies that renew on or after that date, the risk is not eligible for coverage with the corporation unless the premium for coverage from the authorized insurer is more than 20 percent greater than the corporation's renewal premium for comparable coverage. If the risk is not able to obtain such offer, the risk is eligible for a standard policy including wind coverage or a basic policy including wind coverage issued by the corporation; however, if the risk could not be insured under a standard policy including wind coverage regardless of market conditions, the risk is eligible for a basic policy including wind coverage unless rejected under subparagraph 8. The corporation shall determine the type of policy to be provided on the basis of objective standards specified in the underwriting manual and based on generally accepted underwriting practices. A policyholder removed from the corporation through an assumption agreement does not remain eligible for coverage from the corporation after the end of the policy term. However, any policy removed from the corporation through an assumption agreement remains on the corporation's

policy forms through the end of the policy term. This sub-subparagraph applies only to risks that are primary residences.

(I) If the risk accepts an offer of coverage through the market assistance plan or through a mechanism established by the corporation other than a plan established by s. 627.3518, before a policy is issued to the risk by the corporation or during the first 30 days of coverage by the corporation, and the producing agent who submitted the application to the plan or to the corporation is not currently appointed by the insurer, the insurer shall:

(A) Pay to the producing agent of record of the policy for the first year, an amount that is the greater of the insurer's usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record of the policy to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept appointment, the new insurer shall pay the agent in accordance with sub-sub-sub-subparagraph (A).

(II) If the corporation enters into a contractual agreement for a take-out plan, the producing agent of record of the corporation policy is entitled to retain any unearned commission on the policy, and the insurer shall:

(A) Pay to the producing agent of record, for the first

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year, an amount that is the greater of the insurer's usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept appointment, the new insurer shall pay the agent in accordance with sub-sub-sub-subparagraph (A).

b. Subject to s. 627.3517, with respect to personal lines residential risks that are not primary residences, if the risk is offered coverage from an authorized insurer at the insurer's approved rate or from an approved surplus lines insurer at the rate approved by the office as part of such surplus lines insurer's take-out plan for a new application to the corporation for coverage, the risk is not eligible for any policy issued by the corporation unless the premium for coverage from the authorized insurer or approved surplus lines insurer is more than 20 percent greater than the premium for comparable coverage from the corporation. Whenever an offer of coverage for a personal lines residential risk that is not a primary residence is received for a policyholder of the corporation at renewal from an authorized insurer at the insurer's approved rate or an approved surplus lines insurer at the rate approved by the office as part of such insurer's take-out plan, the risk is not eligible for coverage with the corporation unless the premium

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for coverage from the authorized insurer or approved surplus lines insurer is more than 20 percent greater than the corporation's renewal premium for comparable coverage for policies that renew on or after July 1, 2024. If the risk is not able to obtain such offer, the risk is eligible for a standard policy including wind coverage or a basic policy including wind coverage issued by the corporation. If the risk could not be insured under a standard policy including wind coverage regardless of market conditions, the risk is eligible for a basic policy including wind coverage unless rejected under subparagraph 8. The corporation shall determine the type of policy to be provided on the basis of objective standards specified in the underwriting manual and based on generally accepted underwriting practices. A policyholder removed from the corporation through an assumption agreement does not remain eligible for coverage from the corporation after the end of the policy term. However, any policy removed from the corporation through an assumption agreement remains on the corporation's policy forms through the end of the policy term.

(I) If the risk accepts an offer of coverage through the market assistance plan or through a mechanism established by the corporation other than a plan established by s. 627.3518, before a policy is issued to the risk by the corporation or during the first 30 days of coverage by the corporation, and the producing agent who submitted the application to the plan or to the corporation is not currently appointed by the insurer, the insurer must:

(A) Pay to the producing agent of record of the policy, for the first year, an amount that is the greater of the insurer's

usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record of the policy to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept appointment, the new insurer must pay the agent in accordance with sub-sub-sub-subparagraph (A).

(II) If the corporation enters into a contractual agreement for a take-out plan, the producing agent of record of the corporation policy is entitled to retain any unearned commission on the policy, and the insurer must:

(A) Pay to the producing agent of record, for the first year, an amount that is the greater of the insurer's usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept appointment, the new insurer shall pay the agent in accordance with sub-sub-sub-subparagraph (A).

c. With respect to commercial lines residential risks, for a new application to the corporation for coverage, if the risk is offered coverage under a policy including wind coverage from an authorized insurer at its approved rate, the risk is not eligible for a policy issued by the corporation unless the premium for coverage from the authorized insurer is more than 20 percent greater than the premium for comparable coverage from the corporation. Whenever an offer of coverage for a commercial lines residential risk is received for a policyholder of the corporation at renewal from an authorized insurer, the risk is not eligible for coverage with the corporation unless the premium for coverage from the authorized insurer is more than 20 percent greater than the corporation's renewal premium for comparable coverage. If the risk is not able to obtain any such offer, the risk is eligible for a policy including wind coverage issued by the corporation. A policyholder removed from the corporation through an assumption agreement remains eligible for coverage from the corporation until the end of the policy term. However, any policy removed from the corporation through an assumption agreement remains on the corporation's policy forms through the end of the policy term.

(I) If the risk accepts an offer of coverage through the market assistance plan or through a mechanism established by the corporation other than a plan established by s. 627.3518, before a policy is issued to the risk by the corporation or during the first 30 days of coverage by the corporation, and the producing agent who submitted the application to the plan or the corporation is not currently appointed by the insurer, the insurer shall:

(A) Pay to the producing agent of record of the policy, for the first year, an amount that is the greater of the insurer's usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record of the policy to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept appointment, the new insurer shall pay the agent in accordance with sub-sub-sub-subparagraph (A).

(II) If the corporation enters into a contractual agreement for a take-out plan, the producing agent of record of the corporation policy is entitled to retain any unearned commission on the policy, and the insurer shall:

(A) Pay to the producing agent of record, for the first year, an amount that is the greater of the insurer's usual and customary commission for the type of policy written or a fee equal to the usual and customary commission of the corporation; or

(B) Offer to allow the producing agent of record to continue servicing the policy for at least 1 year and offer to pay the agent the greater of the insurer's or the corporation's usual and customary commission for the type of policy written.

If the producing agent is unwilling or unable to accept

appointment, the new insurer shall pay the agent in accordance with sub-sub-sub-subparagraph (A).

d. For purposes of determining comparable coverage under sub-subparagraphs a., b., and c., the comparison must be based on those forms and coverages that are reasonably comparable. The corporation may rely on a determination of comparable coverage and premium made by the producing agent who submits the application to the corporation, made in the agent's capacity as the corporation's agent. For purposes of comparing the premium for comparable coverage under sub-subparagraphs a., b., and c., premium includes any surcharge or assessment that is actually applied to such policy. A comparison may be made solely of the premium with respect to the main building or structure only on the following basis: the same Coverage A or other building limits; the same percentage hurricane deductible that applies on an annual basis or that applies to each hurricane for commercial residential property; the same percentage of ordinance and law coverage, if the same limit is offered by both the corporation and the authorized insurer or the approved surplus lines insurer; the same mitigation credits, to the extent the same types of credits are offered both by the corporation and the authorized insurer or the approved surplus lines insurer; the same method for loss payment, such as replacement cost or actual cash value, if the same method is offered both by the corporation and the authorized insurer in accordance with underwriting rules; and any other form or coverage that is reasonably comparable as determined by the board. If an application is submitted to the corporation for wind-only coverage on a risk that is located in an area eligible for

coverage by the Florida Windstorm Underwriting Association, as that area was defined on January 1, 2002, the premium for the corporation's wind-only policy plus the premium for the ex-wind policy that is offered by an authorized insurer to the applicant must be compared to the premium for multiperil coverage offered by an authorized insurer, subject to the standards for comparison specified in this subparagraph. If the corporation or the applicant requests from the authorized insurer or the approved surplus lines insurer a breakdown of the premium of the offer by types of coverage so that a comparison may be made by the corporation or its agent and the authorized insurer or the approved surplus lines insurer refuses or is unable to provide such information, the corporation may treat the offer as not being an offer of coverage from an authorized insurer at the insurer's approved rate.

6. Must include rules for classifications of risks and rates.

7. Must provide that if premium and investment income for the Citizens account, which are attributable to a particular calendar year, are in excess of projected losses and expenses for the Citizens account attributable to that year, such excess shall be held in surplus in the Citizens account. Such surplus must be available to defray deficits in the Citizens account as to future years and used for that purpose before assessing assessable insurers and assessable insureds as to any calendar year.

8. Must provide objective criteria and procedures to be uniformly applied to all applicants in determining whether an individual risk is so hazardous as to be uninsurable. In making

this determination and in establishing the criteria and procedures, the following must be considered:

a. Whether the likelihood of a loss for the individual risk is substantially higher than for other risks of the same class; and

b. Whether the uncertainty associated with the individual risk is such that an appropriate premium cannot be determined.

The acceptance or rejection of a risk by the corporation shall be construed as the private placement of insurance, and the provisions of chapter 120 do not apply.

9. Must provide that the corporation make its best efforts to procure catastrophe reinsurance at reasonable rates, to cover its projected 100-year probable maximum loss as determined by the board of governors. If catastrophe reinsurance is not available at reasonable rates, the corporation need not purchase it, but the corporation shall include the costs of reinsurance to cover its projected 100-year probable maximum loss in its rate calculations even if it does not purchase catastrophe reinsurance.

10. ~~The policies issued by the corporation~~ Must provide in the corporation policies that if the corporation or the market assistance plan obtains an offer from an authorized insurer to cover the risk at its approved rates, the risk is no longer eligible for renewal through the corporation, except as otherwise provided in this subsection.

11. ~~Corporation policies and applications~~ Must include in the corporation policies and applications a notice that the corporation policy could, under this section, be replaced with a

policy issued by an authorized insurer which does not provide coverage identical to the coverage provided by the corporation. The notice must also specify that acceptance of corporation coverage creates a conclusive presumption that the applicant or policyholder is aware of this potential.

12. May establish, subject to approval by the office, different eligibility requirements and operational procedures for any line or type of coverage for any specified county or area if the board determines that such changes are justified due to the voluntary market being sufficiently stable and competitive in such area or for such line or type of coverage and that consumers who, in good faith, are unable to obtain insurance through the voluntary market through ordinary methods continue to have access to coverage from the corporation. If coverage is sought in connection with a real property transfer, the requirements and procedures may not provide an effective date of coverage later than the date of the closing of the transfer as established by the transferor, the transferee, and, if applicable, the lender.

13. Must provide that the corporation appoint as its licensed agents only those agents who throughout such appointments also hold an appointment as defined in s. 626.015 by at least three insurers who are authorized to write and are actually writing or renewing personal lines residential property coverage, commercial residential property coverage, or commercial nonresidential property coverage within the state. For purposes of agents writing or renewing commercial residential property coverage or commercial nonresidential property coverage, an agent may satisfy the requirement for any

one or more of the three direct appointments by providing to the corporation a signed attestation confirming that he or she has access through a broker to an authorized insurer or eligible surplus lines insurer authorized to write and actually writing or renewing commercial residential property coverage or commercial nonresidential property coverage. However, such signed attestations do not satisfy the requirements necessary to write personal lines residential property coverage for the corporation.

14. Must provide a premium payment plan option to its policyholders which, at a minimum, allows for quarterly and semiannual payment of premiums. A monthly payment plan may, but is not required to, be offered.

15. Must limit coverage on mobile homes or manufactured homes built before 1994 to actual cash value of the dwelling rather than replacement costs of the dwelling.

16. Must provide coverage for manufactured or mobile home dwellings. Such coverage must also include the following attached structures:

a. Screened enclosures that are aluminum framed or screened enclosures that are not covered by the same or substantially the same materials as those of the primary dwelling;

b. Carports that are aluminum or carports that are not covered by the same or substantially the same materials as those of the primary dwelling; and

c. Patios that have a roof covering that is constructed of materials that are not the same or substantially the same materials as those of the primary dwelling.

The corporation shall make available a policy for mobile homes or manufactured homes for a minimum insured value of at least $3,000.

17. May provide such limits of coverage as the board determines, consistent with the requirements of this subsection.

18. May require commercial property to meet specified hurricane mitigation construction features as a condition of eligibility for coverage.

19. Must provide that new or renewal policies issued by the corporation on or after January 1, 2012, which cover sinkhole loss do not include coverage for any loss to appurtenant structures, driveways, sidewalks, decks, or patios that are directly or indirectly caused by sinkhole activity. The corporation shall exclude such coverage using a notice of coverage change, which may be included with the policy renewal, and not by issuance of a notice of nonrenewal of the excluded coverage upon renewal of the current policy.

20.a. Must require that the agent obtain from an applicant for coverage from the corporation an acknowledgment signed by the applicant, which includes, at a minimum, the following statement:

ACKNOWLEDGMENT OF POTENTIAL SURCHARGE AND ASSESSMENT LIABILITY:

1. AS A POLICYHOLDER OF CITIZENS PROPERTY INSURANCE CORPORATION, I UNDERSTAND THAT IF THE CORPORATION SUSTAINS A DEFICIT AS A RESULT OF HURRICANE LOSSES OR FOR ANY OTHER REASON, MY POLICY COULD BE SUBJECT TO SURCHARGES AND ASSESSMENTS, WHICH WILL BE DUE AND PAYABLE UPON RENEWAL, CANCELLATION, OR TERMINATION OF THE POLICY, AND THAT THE

SURCHARGES AND ASSESSMENTS COULD BE AS HIGH AS 25 PERCENT OF MY PREMIUM, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.

2. I UNDERSTAND THAT I CAN AVOID THE CITIZENS POLICYHOLDER SURCHARGE, WHICH COULD BE AS HIGH AS 15 PERCENT OF MY PREMIUM, BY OBTAINING COVERAGE FROM A PRIVATE MARKET INSURER AND THAT TO BE ELIGIBLE FOR COVERAGE BY CITIZENS, I MUST FIRST TRY TO OBTAIN PRIVATE MARKET COVERAGE BEFORE APPLYING FOR OR RENEWING COVERAGE WITH CITIZENS. I UNDERSTAND THAT PRIVATE MARKET INSURANCE RATES ARE REGULATED AND APPROVED BY THE STATE.

3. I UNDERSTAND THAT I MAY BE SUBJECT TO EMERGENCY ASSESSMENTS TO THE SAME EXTENT AS POLICYHOLDERS OF OTHER INSURANCE COMPANIES, OR A DIFFERENT AMOUNT AS IMPOSED BY THE FLORIDA LEGISLATURE.

4. I ALSO UNDERSTAND THAT CITIZENS PROPERTY INSURANCE CORPORATION IS NOT SUPPORTED BY THE FULL FAITH AND CREDIT OF THE STATE OF FLORIDA.

b. The corporation shall maintain, in electronic format or otherwise, a copy of the applicant's signed acknowledgment and provide a copy of the statement to the policyholder as part of the first renewal after the effective date of sub-subparagraph a.

c. The signed acknowledgment form creates a conclusive presumption that the policyholder understood and accepted his or her potential surcharge and assessment liability as a policyholder of the corporation.

21. Must provide that the income of the corporation may not inure to the benefit of any private person.

Section 19. Subsection (5) of section 626.918, Florida Statutes, is amended to read:

626.918 Eligible surplus lines insurers.—

(5) When it appears that any particular insurance risk which is eligible for export, but on which insurance coverage, in whole or in part, is not procurable from the eligible surplus lines insurers, after a search of eligible surplus lines insurers, then the surplus lines agent may file a supplemental signed statement setting forth such facts and advising the office that such part of the risk as shall be unprocurable, as aforesaid, is being placed with named unauthorized insurers, in the amounts and percentages set forth in the statement. Such named unauthorized insurer shall, however, before accepting any risk in this state, deposit with the department cash or securities acceptable to the office and department of the market value of $50,000 for each individual risk, contract, or certificate, which deposit shall be held by the department for the benefit of Florida policyholders only; and the surplus lines agent shall procure from such unauthorized insurer and file with the office a certified copy of its statement of condition as of the close of the last calendar year. If such statement reveals, including both capital and surplus, net assets of at least that amount required for licensure of a domestic insurer, then the surplus lines agent may proceed to consummate such contract of insurance. Whenever any insurance risk, or any part thereof, is placed with an unauthorized insurer, as provided herein, the policy, binder, or cover note shall contain a statement signed by the insured and the agent with the following notation: "The insured is aware that certain insurers participating in this

risk have not been approved to transact business in Florida nor have they been declared eligible as surplus lines insurers by the Office of Insurance Regulation of Florida. The placing of such insurance by a duly licensed surplus lines agent in Florida shall not be construed as approval of such insurer by the Office of Insurance Regulation of Florida. Consequently, the insured is aware that the insured has severely limited the assistance available under the insurance laws of Florida. The insured is further aware that he or she may be charged a reasonable per policy fee, as provided in s. 626.916(2) ~~s. 626.916(4)~~, Florida Statutes, for each policy certified for export." All other provisions of this code shall apply to such placement the same as if such risks were placed with an eligible surplus lines insurer.

Section 20. Subsection (6) of section 626.9325, Florida Statutes, is amended to read:

626.9325 Service fee.—

(6) For the purposes of this section, the term "premium" means the consideration for insurance by whatever name called and includes any assessment, or any membership, policy, survey, inspection, service, or similar fee or charge in consideration for an insurance contract, which items are deemed to be a part of the premium. The per-policy fee authorized by s. 626.916(2) ~~s. 626.916(4)~~ is specifically included within the meaning of the term "premium."

Section 21. Paragraph (o) of subsection (1) of section 626.9541, Florida Statutes, is amended to read:

626.9541 Unfair methods of competition and unfair or deceptive acts or practices defined.—

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(1) UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS.—The following are defined as unfair methods of competition and unfair or deceptive acts or practices:

(o) *Illegal dealings in premiums; excess or reduced charges for insurance.*—

1. Knowingly collecting any sum as a premium or charge for insurance, which is not then provided, or is not in due course to be provided, subject to acceptance of the risk by the insurer, by an insurance policy issued by an insurer as permitted by this code.

2. Knowingly collecting as a premium or charge for insurance any sum in excess of or less than the premium or charge applicable to such insurance, in accordance with the applicable classifications and rates as filed with and approved by the office, and as specified in the policy; or, in cases when classifications, premiums, or rates are not required by this code to be so filed and approved, premiums and charges collected from a Florida resident in excess of or less than those specified in the policy and as fixed by the insurer. Notwithstanding any other provision of law, this provision shall not be deemed to prohibit the charging and collection, by surplus lines agents licensed under part VIII of this chapter, of the amount of applicable state and federal taxes, or fees as authorized by s. 626.916(2) ~~s. 626.916(4)~~, in addition to the premium required by the insurer or the charging and collection, by licensed agents, of the exact amount of any discount or other such fee charged by a credit card facility in connection with the use of a credit card, as authorized by subparagraph (q)3., in addition to the premium required by the insurer. This

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

subparagraph shall not be construed to prohibit collection of a premium for a universal life or a variable or indeterminate value insurance policy made in accordance with the terms of the contract.

3.a. Imposing or requesting an additional premium for a policy of motor vehicle liability, personal injury protection, medical payment, or collision insurance or any combination thereof or refusing to renew the policy solely because the insured was involved in a motor vehicle accident unless the insurer's file contains information from which the insurer in good faith determines that the insured was substantially at fault in the accident.

b. An insurer which imposes and collects such a surcharge or which refuses to renew such policy shall, in conjunction with the notice of premium due or notice of nonrenewal, notify the named insured that he or she is entitled to reimbursement of such amount or renewal of the policy under the conditions listed below and will subsequently reimburse him or her or renew the policy, if the named insured demonstrates that the operator involved in the accident was:

(I) Lawfully parked;

(II) Reimbursed by, or on behalf of, a person responsible for the accident or has a judgment against such person;

(III) Struck in the rear by another vehicle headed in the same direction and was not convicted of a moving traffic violation in connection with the accident;

(IV) Hit by a "hit-and-run" driver, if the accident was reported to the proper authorities within 24 hours after discovering the accident;

(V) Not convicted of a moving traffic violation in connection with the accident, but the operator of the other automobile involved in such accident was convicted of a moving traffic violation;

(VI) Finally adjudicated not to be liable by a court of competent jurisdiction;

(VII) In receipt of a traffic citation which was dismissed or nolle prossed; or

(VIII) Not at fault as evidenced by a written statement from the insured establishing facts demonstrating lack of fault which are not rebutted by information in the insurer's file from which the insurer in good faith determines that the insured was substantially at fault.

c. In addition to the other provisions of this subparagraph, an insurer may not fail to renew a policy if the insured has had only one accident in which he or she was at fault within the current 3-year period. However, an insurer may nonrenew a policy for reasons other than accidents in accordance with s. 627.728. This subparagraph does not prohibit nonrenewal of a policy under which the insured has had three or more accidents, regardless of fault, during the most recent 3-year period.

4. Imposing or requesting an additional premium for, or refusing to renew, a policy for motor vehicle insurance solely because the insured committed a noncriminal traffic infraction as described in s. 318.14 unless the infraction is:

a. A second infraction committed within an 18-month period, or a third or subsequent infraction committed within a 36-month period.

b. A violation of s. 316.183, when such violation is a result of exceeding the lawful speed limit by more than 15 miles per hour.

5. Upon the request of the insured, the insurer and licensed agent shall supply to the insured the complete proof of fault or other criteria which justifies the additional charge or cancellation.

6. No insurer shall impose or request an additional premium for motor vehicle insurance, cancel or refuse to issue a policy, or refuse to renew a policy because the insured or the applicant is a handicapped or physically disabled person, so long as such handicap or physical disability does not substantially impair such person's mechanically assisted driving ability.

7. No insurer may cancel or otherwise terminate any insurance contract or coverage, or require execution of a consent to rate endorsement, during the stated policy term for the purpose of offering to issue, or issuing, a similar or identical contract or coverage to the same insured with the same exposure at a higher premium rate or continuing an existing contract or coverage with the same exposure at an increased premium.

8. No insurer may issue a nonrenewal notice on any insurance contract or coverage, or require execution of a consent to rate endorsement, for the purpose of offering to issue, or issuing, a similar or identical contract or coverage to the same insured at a higher premium rate or continuing an existing contract or coverage at an increased premium without meeting any applicable notice requirements.

9. No insurer shall, with respect to premiums charged for

motor vehicle insurance, unfairly discriminate solely on the basis of age, sex, marital status, or scholastic achievement.

10. Imposing or requesting an additional premium for motor vehicle comprehensive or uninsured motorist coverage solely because the insured was involved in a motor vehicle accident or was convicted of a moving traffic violation.

11. No insurer shall cancel or issue a nonrenewal notice on any insurance policy or contract without complying with any applicable cancellation or nonrenewal provision required under the Florida Insurance Code.

12. No insurer shall impose or request an additional premium, cancel a policy, or issue a nonrenewal notice on any insurance policy or contract because of any traffic infraction when adjudication has been withheld and no points have been assessed pursuant to s. 318.14(9) and (10). However, this subparagraph does not apply to traffic infractions involving accidents in which the insurer has incurred a loss due to the fault of the insured.

Section 22. Paragraph (d) of subsection (1) of section 626.935, Florida Statutes, is amended to read:

626.935 Suspension, revocation, or refusal of surplus lines agent's license.—

(1) The department shall deny an application for, suspend, revoke, or refuse to renew the appointment of a surplus lines agent and all other licenses and appointments held by the licensee under this code, on any of the following grounds:

(d) Failure to make and file his or her ~~affidavit or~~ reports when due as required by s. 626.931.

Section 23. Subsection (4) of section 627.715, Florida

Statutes, is amended to read:

627.715 Flood insurance.—An authorized insurer may issue an insurance policy, contract, or endorsement providing personal lines residential coverage for the peril of flood or excess coverage for the peril of flood on any structure or the contents of personal property contained therein, subject to this section. This section does not apply to commercial lines residential or commercial lines nonresidential coverage for the peril of flood. An insurer may issue flood insurance policies, contracts, endorsements, or excess coverage on a standard, preferred, customized, flexible, or supplemental basis.

(4) An agent may export a contract or an endorsement providing flood coverage to an eligible surplus lines insurer ~~without making a diligent effort to seek such coverage from three or more authorized insurers~~ under s. 626.916 ~~s. 626.916(1)(a)~~.

Section 24. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	SB 1242
INTRODUCER:	Senator McClain
SUBJECT:	Community Redevelopment Agencies
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Fleming	CA	**Favorable**
2.	Collazo	Cibula	JU	**Favorable**
3.			RC	

I. Summary:

SB 1242 amends s. 163.3755, F.S., which regulates the termination of community redevelopment agencies (CRAs), to revise the statute's sunsetting provisions for CRAs and to prohibit the creation of new CRAs on or after July 1, 2025.

CRAs are dependent special districts authorized by the Community Redevelopment Act of 1969 to finance the redevelopment of designated slums and blighted areas and to address shortages of affordable housing.

Specifically, the bill:

- Terminates CRAs on the expiration date in their charters as of July 1, 2025, or on September 30, 2045, whichever is earlier.
- Eliminates statutory language allowing local governments to vote on extending the expiration dates of the CRAs created by them.
- Prohibits CRAs from initiating any new projects or issuing any new debt on or after October 1, 2025.
- Provides that notwithstanding the sunsetting provisions in the bill, CRAs having outstanding bonds as of July 1, 2025, that do not mature until after the termination date of the CRA or September 30, 2045, whichever is earlier, may remain in existence until the bonds mature.
- Prohibits CRAs operating on or after September 30, 2045, from extending the maturity dates of their outstanding bonds.
- Prohibits the creation of any new CRAs on or after July 1, 2025, although CRAs in existence before that date may continue to operate as provided in the bill.

The bill takes effect July 1, 2025.

II. Present Situation:

Community Redevelopment Agencies

Generally

A community redevelopment agency (CRA) is a public entity that finances redevelopment within focused, geographic areas created under Florida Statutes.[1] The Community Redevelopment Act of 1969[2] authorizes a county or municipality to create a CRA as a means of redeveloping "slum" and "blighted areas" and addressing shortages of affordable housing.[3]

The Act defines a "slum area" as an area having "physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime" because there is a predominance of buildings or improvements in poor states of repair, and any one of the following factors is present:

- Inadequate ventilation, light, air, sanitation, or open spaces.
- High density of population, compared to the population density of adjacent areas within the county or municipality, and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.
- The existence of conditions that endanger life or property from fire or other causes.[4]

The Act defines a "blighted area" as an area in which there are a substantial number of deteriorated or deteriorating structures that are endangering life or property or are leading to economic distress. Two or more of the following factors must also be present:

- A predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
- Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- Unsanitary or unsafe conditions.
- Deterioration of site or other improvements.
- Inadequate and outdated building density patterns.
- Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
- Tax or special assessment delinquency exceeding the fair value of the land.
- Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
- Incidence of crime in the area higher than in the remainder of the county or municipality.
- Fire and emergency medical service calls to the area that are proportionately higher than in the remainder of the county or municipality.

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[1] City of Brooksville, Fla., *Community Redevelopment Agency FAQs: What is a CRA?*, https://www.cityofbrooksville.us/Faq.aspx?QID=88 (last visited Mar. 27, 2025).
[2] Chapter 69-305, Laws of Fla.; *see also* s. 163.330, F.S. (providing a short title for Part III, ch. 163, F.S.).
[3] Sections 163.335(1), 163.355, and 163.356(1), F.S.
[4] Section 163.340(7), F.S.

- A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
- Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
- Governmentally-owned property with adverse environmental conditions caused by a public or private entity.
- A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.[5]

However, an area may also be classified as blighted if only one of these factors is present and the taxing authorities having jurisdiction over the area all agree that the area is blighted, by interlocal agreement or by passage of a resolution by the governing bodies.[6]

Creation

Either a county or a municipal government may create a CRA. Before creating a CRA, a county or municipal government must adopt a resolution with a "finding of necessity." This resolution must make legislative findings supported by data and analysis that the area to be included in the CRA's jurisdiction is either a slum, blighted, or experiencing a shortage of affordable housing, and that redevelopment of the area is necessary to promote the public health, safety, morals, or welfare of residents.[7]

A CRA created by a county may only operate within the boundaries of a municipality when the municipality has concurred by resolution with the community redevelopment plan adopted by the county.[8] A CRA created by a municipality may not include more than 80 percent of the municipality if it was created after July 1, 2006.[9]

As of March 31, 2025, there are more than 200 CRAs in Florida.[10]

Project Funding

CRA projects are funded by Tax Increment Financing (TIF) from each redevelopment area.

> When a redevelopment area is established, the current assessed value of the property within the project area is designated as the base year value. TIF is a mechanism which captures a percentage of any new tax revenue generated within a redevelopment area. For example, if a CRA area is established in 2001, the [CRA] receives a percentage of any tax revenue greater than the amount of revenue captured in that base year. This percentage can range

[5] Section 163.340(8), F.S.
[6] *Id.*
[7] Section 163.355, F.S.
[8] Section 163.356(1), F.S.
[9] Section 163.340(10), F.S.
[10] *See* Dept. of Commerce, *Official List of Special Districts*, available at https://www.floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program/official-list-of-special-districts (last visited Mar. 12, 2025) (providing a way to download a PDF list of links to the office websites of all special districts in Florida, including CRAs).

between 50% and 95%. Currently, the CRA areas receive 95% of this increase as TIF funds to be used in the community redevelopment areas. TIF funds collected from a particular CRA area are invested back into that area only.[11]

Community Redevelopment Plans

A community redevelopment plan must be in place before a CRA can engage in operations.[12] Each community redevelopment plan must provide a time certain for completing all redevelopment financed by increment revenues. The time certain must occur within 30 years after the fiscal year in which the plan is approved, adopted, or amended. However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.[13]

In terms of process, the county, municipality, the CRA itself, or any member of the public may propose a community redevelopment plan, and the CRA may choose which submitted plan it desires to use as its community redevelopment plan. The CRA must submit the plan to the local planning agency for review before the plan can be considered. The local planning agency must complete its review and issue written recommendations with respect to the conformity of the proposed community redevelopment plan to the CRA within 60 days after receipt.[14]

The CRA must submit the community redevelopment plan it recommends for approval, together with its written recommendations, to the governing body that created the CRA, as well as to each taxing authority that levies ad valorem taxes on taxable real property contained in the boundaries of the CRA.[15] The local governing body that created the CRA must then hold a public hearing before the plan can be finally approved.[16]

To approve the plan, the local governing body must make certain findings as specified in statute.[17] Ultimately, the community redevelopment plan must:

- Conform to the comprehensive plan for the county or municipality.
- Indicate intended:
  - Land acquisition, demolition, and removal of structures.
  - Redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area.
  - Zoning and planning changes, if any.
  - Land uses.
  - Maximum densities.
  - Building requirements.

[11] City of Brooksville, Fla., *Community Redevelopment Agency FAQs: How is a CRA funded?*, https://www.cityofbrooksville.us/Faq.aspx?QID=88 (last visited Mar. 27, 2025).
[12] Section163.360(9), F.S.
[13] Section 163.362(10), F.S.
[14] Section 163.360(4), F.S.
[15] Section 163.360(5), F.S.
[16] Section 163.360(6), F.S.
[17] Section 163.360(7), F.S.

- Provide for the development of affordable housing in the area or state the reasons for not addressing the development of affordable housing in the plan.[18]

Sunsetting

In 2019, the Legislature amended the Act to increase accountability and transparency for CRAs and introduced a mechanism to have CRAs automatically declared inactive and terminated under certain circumstances.[19] Under the amendments, a CRA is declared inactive if it has no revenue, expenditures, or debt for 6 consecutive fiscal years.[20]

The 2019 legislation also created s. 163.3755, F.S., which provides that existing CRAs are terminated automatically at the earlier of the expiration date stated in the CRA's charter as of October 1, 2019, or on September 30, 2039. The governing board of the local government entity creating the CRA may prevent the termination of the CRA by majority vote.[21]

Since passage of the legislation, several CRAs have been extended by their local government entity. For example, the City of Fort Myers extended its CRA's termination date to September 30, 2050,[22] and Miami-Dade County extended the North Miami CRA to July 13, 2044.[23]

III. Effect of Proposed Changes:

The bill amends s. 163.3755, F.S., which regulates the termination of community redevelopment agencies (CRAs), to:

- Terminate CRAs on the expiration date in their charters as of July 1, 2025, or on September 30, 2045, whichever is earlier.
- Eliminate statutory language allowing local governments to vote on extending the expiration dates of the CRAs created by them.
- Prohibit CRAs from initiating any new projects or issuing any new debt on or after October 1, 2025.
- Provide that notwithstanding the sunsetting provisions in the bill, CRAs with outstanding bonds as of July 1, 2025, that do not mature until after the termination date of the CRA or September 30, 2045, whichever is earlier, may remain in existence until the bonds mature.
- Prohibit CRAs operating on or after September 30, 2045, from extending the maturity dates of their outstanding bonds.
- Prohibit the creation of any new CRAs on or after July 1, 2025, although CRAs in existence before that date may continue to operate as provided in the bill.

The bill takes effect July 1, 2025.

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[18] Section 163.360(2), F.S.
[19] *See generally* ch. 2019-163, Laws of Fla.
[20] Chapter 2019-163, s. 7, Laws of Fla. (codifying s. 163.3756(2)(a), F.S.).
[21] Chapter 2019-163, s. 6, Laws of Fla. (codifying s. 163.3755(1), F.S.).
[22] City of Fort Myers, Resolution 2023-14, available at https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1831495/CFM_Agenda_2023-14_Extension_of_CRA_from_Sept_2039_to_Sept_2050.pdf (last visited Mar. 27, 2025).
[23] Miami-Dade County, Resolution No. R-902-23, available at https://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2023/232093min.pdf (last visited Mar. 27, 2025).

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

To the extent local governments will no longer be able to rely on the continued existence or creation of a CRA to help finance the redevelopment of slums or blighted areas or to address shortages of affordable housing within their jurisdictions, local governments may need to reallocate funds from other projects or find new sources of revenue to assist with existing or future redevelopment projects.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends section 163.3755 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By Senator McClain

9-01050-25 20251242__

A bill to be entitled

An act relating to community redevelopment agencies; amending s. 163.3755, F.S.; providing for the termination of community redevelopment agencies on a specified date; removing an exception; prohibiting community redevelopment agencies from performing certain actions on or after a specified date; revising provisions relating to any outstanding bonds of a community redevelopment agency; prohibiting the creation of community redevelopment agencies on or after a specified date; authorizing existing agencies to continue to operate; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.3755, Florida Statutes, is amended to read:

163.3755 Termination of community redevelopment agencies; prohibition on future creation.—

(1) A community redevelopment agency in existence on July 1, 2025 ~~October 1, 2019~~, shall terminate on the expiration date provided in the agency's charter on July 1, 2025 ~~October 1, 2019~~, or on September 30, 2045 ~~September 30, 2039~~, whichever is earlier~~, unless the governing body of the county or municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body~~.

(2) A community redevelopment agency may not initiate any new projects or issue any new debt on or after October 1, 2025.

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9-01050-25 20251242__

(3)~~(2)~~(a) Notwithstanding subsection (1) ~~If the governing body of the county or municipality that created the community redevelopment agency does not approve its continued existence by a majority vote of the governing body members~~, a community redevelopment agency with outstanding bonds as of July 1, 2025 ~~October 1, 2019~~, that do not mature until after the termination date of the agency or September 30, 2045 ~~September 30, 2039~~, whichever is earlier, remains in existence until the date the bonds mature.

(b) A community redevelopment agency operating under this subsection on or after September 30, 2045 ~~September 30, 2039~~, may not extend the maturity date of any outstanding bonds.

(c) The county or municipality that created the community redevelopment agency must issue a new finding of necessity limited to timely meeting the remaining bond obligations of the community redevelopment agency.

(4) A community redevelopment agency may not be created on or after July 1, 2025. A community redevelopment agency in existence before July 1, 2025, may continue to operate as provided in this part.

Section 2. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 13, 2025

I respectfully request that **Senate Bill #1242**, relating to Community Redevelopment Agencies, be placed on the:

☒ committee agenda at your earliest possible convenience.

☐ next committee agenda.

Senator Stan McClain
Florida Senate, District 9

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Alexander Miles

Phone 305 898 5338

Address 3177 S.W. 19th St.
Street

Email amiles@EnterpriseCommunity.org

Miami | FL | 33145
City | *State* | *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Enterprise Community Partners

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name David Cruz

Phone 701-3676

Address P.O. Box 1757
Street

Email DCruz@FLCities.com

Tallahassee FL 32302
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing: Florida League of Cities

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Ryan Matthews

Phone 850 222 9684

Address 301 S. Bronough St Suite 600
Street

Email Ryan.Matthews@gray-robinson.com

Tallahassee FL 32301
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: FLORIDA REDEVELOPMENT ASSOCIATION

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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4/1/25
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jessica Newman Waechula CRA

Phone 863 767 0330

Address 107 E. Main Str
Street

Email jnewman@cityofwaechula.com

Waechula FL 33873
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

1242 CRA
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name James D. McGuigan

Phone 305.332.3592

Address 9830 Dunhill Dr
Street

Email jmcguigan@miami.gov

Miramar FL 33025
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Chadwick Leonard

Phone 407 954 0605

Address 308 N. Monroe
Street

Email

Tallahassee FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
1000 Friends of Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

April 1, 2025
Meeting Date

Judiciary
Committee

The Florida Senate

APPEARANCE RECORD

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1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Connie Vanassche

Phone 561-512-0089

Address P.O. Box 210623
Street

Email ccvgovser@gmail.com

Royal Palm Beach FL 33421-0623
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
City of Belle Glade

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

April 1, 2025
Meeting Date

Judiciary
Committee

The Florida Senate
APPEARANCE RECORD

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SB 1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Elise Fisher

Phone 850-891-8357

Address 435 N Macomb St
Street

Email elise.fisher@talgov.com

Tallahassee FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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4-1-2025
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Sherri Curtis

Address 435 N. Macomb St.
Street

Tallahassee Fl. 32301
City State Zip

Phone 850-891-8354

Email sherri.curtis@tlgov.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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4/1/25
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Oneca Lowery

Phone

Address
Street

Email lowery@thesoutherngroup.com

City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
Opa Locka CRA
North Miami CRA
North Miami Beach CRA

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

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4/1/25
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Chris Lyon

Phone 222-5702

Address 106 E. College Ave, Ste. 1500
Street

Email clyon@llw-law.com

Tall FL 32301
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Boynton Beach CRA

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Katya Saint Fleur

Phone

Address
Street

City *State* *Zip*

Email saintfleur@thesouttergroup.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing: North Miami Beach Opa-Locka CRA, North Miami CRA

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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04-01-2025
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Cornelius Fowler (Fowler)

Phone 561-248-0945

Address 551 SE 1st
Street

Email fowler6574@gmail.com

Belle Glade FL 33430
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-1-2025	1342
Meeting Date	Bill Number or Topic
Judiciary	
Committee	Amendment Barcode (if applicable)

Name Joaquin Almazan Phone 561-516-4650

Address 187 Dabou Loop Email jalmazan@bellesglade-fl.com
Street

Belle Glade FL 33430
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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04/01/2025
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Daphnee Sainvil

Phone 954-299-7806

Address 101 NE 3rd Ave, Suite 2100
Street

Email dsainvil@fortlauderdale.gov

Fort Lauderdale FL 33301
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
City of Fort Lauderdale

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

4-1-25
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Judiciary
Committee

The Florida Senate
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1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Daniel Martinez

Phone 305-240-2917

Address 107 E College Ave
Street

Email DMartinez@AFPHQ.org

TLH FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Americans for Prosperity

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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April 1, 2025
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Judiciary
Committee

The Florida Senate

APPEARANCE RECORD

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1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Connie Vanassche

Phone 561-512-0089

Address P.O. Box 210623
Street

Email ccvgovser@gmail.com

Royal Palm Beach FL 33421-0623
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
City of Wauchula

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022 JointRules.pdf (flsenate.gov)

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4/1/25
Meeting Date

1242
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Jessica Newman
Wauchula, CRA

Phone 863-767-0330

Address 107 E. Main Street
Street

Email jnewman@cityofwauchula.com

Wauchula, FL 33873
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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April 1, 2025
Meeting Date

Judiciary
Committee

1242
Bill Number or Topic

Amendment Barcode (if applicable)

Name Connie Vanassche

Phone 561-512-0089

Address P.O. Box 210623
Street

Royal Palm Beach FL 33421-0623
City *State* *Zip*

Email ccvgovser@gmail.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
City of Bartow

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	SB 1272
INTRODUCER:	Senator Jones
SUBJECT:	Guardianship
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Davis	Cibula	JU	**Favorable**
2.			CF	
3.			RC	

I. Summary:

SB 1272 amends guardianship statutes to limit a guardian's authority to restrict a ward's access to family and friends, ensure that a ward receives notice of a change in his or her residential setting, and identify and notify certain people of events in a ward's life.

The bill permits a guardian to restrict a minor ward's contact with someone who may cause harm to the minor. However, the bill prohibits a guardian from restricting an adult ward's contact with someone who might pose a risk to the ward for longer than a specified time limit unless a court order authorizes the restriction.

A guardian must notify a ward 14 days in advance if the ward is going to be moved to a more restrictive residential setting. This notice is not required if the change is authorized in the guardianship plan or in a court order.

Additionally, a guardian is required to identify and appropriately notify people specified in the initial guardianship plan concerning a ward's death and burial arrangements. Finally, when an incapacitated ward is transferred to a medical facility, the guardian must notify the specified people and those entitled to visit.

The bill takes effect July 1, 2025.

II. Present Situation:

Guardianship

Background

A guardianship is a legal concept in which a "guardian" is given the legal duty and authority to care for a "ward" or his or her property because the ward is considered incapable of acting for

himself or herself.[1] The ward's incapacity is most often due to infancy, disability, or incapacity. Guardianships are generally involuntary procedures and disfavored by courts because the ward loses his or her individual and civil rights. However, guardianships are necessary to protect the most vulnerable people who do not have the ability to function and protect themselves.

The relationship between a guardian and a ward is a fiduciary relationship, a trust relationship.[2] A guardian must act in good faith and may not act in a manner that is contrary to the ward's best interests.[3]

Powers and Duties of a Guardian

Pursuant to the obligations required under the statutes, a guardian must file an initial guardianship *report*, which must include an initial guardianship *plan*, within 60 days after being appointed as a guardian, and must subsequently file an annual guardianship report.[4]

A guardian who is given authority over a ward's "person" must, among other things:
- Consider the expressed wishes of the ward as known by the guardian when making decisions that will affect the ward.
- Allow the ward to maintain contact with family and friends unless the guardian believes the contact has the potential to cause harm to the ward.
- Not restrict the physical liberty of the ward more than is reasonably necessary to protect the ward or another person from serious physical injury, illness, or disease.
- Evaluate the ward's medical and health care options, financial resources, and desires when making residential decisions that best meet the current needs of the ward.[5]

Initial Guardianship Plan

The initial guardianship plan must include:
- The provision of medical, mental, or personal care services for the ward's welfare.
- The provision of social and personal services for the ward's welfare.
- The place and kind of residential setting that best meets the ward's needs.
- The application of insurance and private or governmental benefits that the ward may be entitled to receive.
- Any physical and mental exams needed to determine the ward's treatment needs.
- A list of preexisting orders not to resuscitate and advance directives.
- A description of steps taken to identify and locate a preexisting order not to resuscitate or advance directive.[6]

[1] BLACK'S LAW DICTIONARY, 12th edition, 2024; 28 FLA. JUR 2D GUARDIAN AND WARD s. 1 *Definitions* (2025).
[2] 28 FLA. JUR 2D GUARDIAN AND WARD s.4 *Trust Relationship Between Guardian and Ward (*2025); s. 744.361(1), F.S.
[3] Section 744.361(3) and (4), F.S.
[4] Section 744.361(6) and (7), F.S.
[5] Section 744.361(13), F.S.
[6] Section 744.363(1) and (2), F.S.

Additionally, the guardianship plan may not restrict the ward's physical liberty more than is reasonably necessary to protect the ward or others from serious physical injury, illness, or disease and provide the ward with care and treatment.[7]

Recent Guardianship Events that Attracted National Attention and Legislation

Unfortunately, when parents divorce and a subsequent marriage occurs, families sometimes fracture and children from the first marriage may be denied access to, or information about, their incapacitated parent. This happens when the subsequent spouse is the guardian and has legal custody of the incapacitated parent. In some instances, the guardian spouse has decided not to notify relatives of their family member's death.

The actor Peter Falk developed Alzheimer's disease late in life. His second wife chose to isolate him and prevented his daughter, Catherine Falk, from visiting him. The daughter was forced to initiate court proceedings and spend almost $100,000 to be able to see her father before he died. Because of this, Catherine Falk has founded an organization[8] that has initiated legislation around the country which prohibits guardians from preventing contact with family members.[9] Varying versions of this legislation have been adopted in several states.

Similarly, the radio host Casey Kasem[10] suffered from Lewy Body dementia, a progressive and debilitating brain disorder that affects the nerve cells in the brain.[11] Casey Kasem's adult children and second wife were involved in a lengthy legal battle in which the children sought occasional visits with their incapacitated father. One of the adult daughters testified in a legislative hearing in Washington state that the people who loved her father were prevented by his second wife from visiting with him. The daughter has also worked to support legislation that would enable friends and relatives to visit ailing people without getting into protracted legal proceedings.[12]

III. Effect of Proposed Changes:

Section 1 – Powers and Duties of a Guardian (s. 744.361(13), F.S.)

This bill seeks to ensure that friends and family members are not prevented by a guardian from having access to a ward. The bill amends the powers and duties of a guardian that pertain to:

- Allowing a ward to maintain contact with family and friends,

[7] Section 744.363(4), F.S.
[8] Catherine Falk Organization, https://catherinefalkorganization.org/. The website promotes human rights visitation legislation and states that the organization "seeks to remove barriers to promote strong family relationships, while still providing ample protection if needed."
[9] CBS News, *Actor Peter Falk's Daughter Pushing For Change in Legal Guardianship Law* (Jan. 27, 2016) https://www.cbsnews.com/colorado/news/actor-peter-falks-daughter-pushing-for-change-in-legal-guardianship-law/ (last visited March 26, 2025).
[10] CNN, *Casey Kasem and a Lesson About End-of-Life Care* (April 18, 2016), https://www.cnn.com/2014/06/20/health/casey-kasem-end-of-life-care/index.html.
[11] Mayo Clinic, *Lewy Body Dementia*, https://www.mayoclinic.org/diseases-conditions/lewy-body-dementia/symptoms-causes/syc-20352025 (last visited March 26, 2025).
[12] THE SEATTLE TIMES, *Daughters of Casey Kasem, Peter Falk Tackle Elder Visitation In Washington State* (Jan. 31, 2016), https://www.seattletimes.com/seattle-news/daughters-of-casey-kasem-peter-falk-tackle-elder-visitation/.

- Notifying a ward concerning a change in his or her residential setting, and
- Identifying and notifying anyone identified in a ward's initial guardianship plan of certain events.

A Ward's Ability to Maintain Contact With Family and Friends

Minors
The bill increases and clarifies the responsibilities of a guardian to allow a ward to maintain contact with family and friends. If the ward is a minor, the guardian is authorized to restrict the ward's ability to maintain any contact with someone whom the guardian believes may cause harm to the ward.

Adults
In contrast, the bill provides that if the ward is an adult, the guardian is not authorized to restrict the ward's ability to maintain contact with someone unless the guardian has good cause to believe that the person poses a risk of significant physical, psychological, or financial harm to the ward. Even then the guardian may not restrict the ward's ability to have contact with that person for more than 7 business days if the person has a family or preexisting social relationship with the ward. If there is no family or preexisting social relationship, the guardian may not restrict the ward's access to that person for more than 60 days. If there is a specific court order, the guardian may restrict the ward's access to the person.

Notice to a Ward of a Change in Residential Plans

The guardian has a duty to evaluate a ward's health care options, financial abilities, and desires when making residential plans that are best suited for the ward's current needs. If a guardian is making a change in a ward's residence, the bill requires the guardian to notify the ward of the change at least 14 days before the change occurs if the new residence will be *more restrictive* than the current residence. However, this notice is not required if the change is authorized by the guardianship plan or a court order.

Notifying Anyone Identified in an Initial Guardianship Plan of Certain Events

The bill requires a guardian to provide appropriate notice of certain enumerated events to anyone who is identified in the initial guardianship plan as described below.

Section 2 – Initial Guardianship Plan (s. 744.363(1), F.S.)

The bill adds another item that must be included in the initial guardianship plan that is submitted to a court along with the initial guardianship report. The plan must identify everyone entitled to receive notice of information, when the information is known or can be reasonably ascertained by the guardian of:

- A ward's death.
- How a ward's remains will be disposed.
- Funeral arrangements.
- The final resting place of the decedent.

When a ward is incapacitated and is being transferred to a medical facility, the guardian must notify the people entitled to receive notice of the ward's transfer and alert people who are entitled to visit the ward. However, the identification of the people entitled to visit the ward does not limit the people who are entitled to visit.

The act takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

By providing greater access to a ward and preventing a guardian from denying access, friends and family members will not likely incur legal expenses in an effort to gain access to a ward. In contrast, a guardian will probably expend more of his or her time identifying and notifying people who are intended to receive notice of changes that occur in a ward's circumstances. Additionally, guardians may need to initiate judicial proceedings to bar individuals from visiting a ward if they pose a risk of causing some form of harm to a ward.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

The text that prohibits a guardian from restricting a ward's access to certain people and the accompanying timeframes could be clarified.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 744.361 and 744.363.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By Senator Jones

34-00118B-25 20251272__

A bill to be entitled

An act relating to guardianship; amending s. 744.361, F.S.; prohibiting a guardian from restricting the ability of an adult ward to maintain contact with a person except in certain circumstances; requiring a guardian to provide a ward with a notice of a change in residential setting in certain circumstances; requiring a guardian to provide notice to any person identified in an initial guardianship plan; amending s. 744.363, F.S.; requiring that an initial guardianship plan identify the persons entitled to certain information; requiring that an initial guardianship plan for an incapacitated person identify persons entitled to certain notice and to visit the incapacitated person; providing construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraphs (b) and (h) of subsection (13) of section 744.361, Florida Statutes, are amended, and paragraph (k) is added to that subsection, to read:

744.361 Powers and duties of guardian.—

(13) Recognizing that every individual has unique needs and abilities, a guardian who is given authority over a ward's person shall, as appropriate under the circumstances:

(b) Allow the ward to maintain contact with family and friends. If the ward is a minor, the guardian may restrict the ability of the ward to maintain any contact that the guardian

believes may cause harm to the ward. If the ward is an adult, the guardian may not restrict the ability of the ward to maintain contact with a specified person unless the guardian has good cause to believe that interaction with the person poses a risk of significant physical, psychological, or financial harm to the ward, and the restriction is:

1. For no more than 7 business days, if the person has a family or preexisting social relationship with the ward;

2. For no more than 60 days, if the person does not have a family or preexisting social relationship with the ward; or

3. Authorized by specific order of the court ~~unless the guardian believes that such contact may cause harm to the ward~~.

(h) Evaluate the ward's medical and health care options, financial resources, and desires when making residential decisions that are best suited for the current needs of the ward. The guardian must provide the ward with notice of a change in residential setting at least 14 days before the change occurs if the new residential setting will be more restrictive than the current residential setting. Such notice is not required if the change in residential setting is authorized by the guardianship plan or a court order.

(k) Provide appropriate notice to any person identified in an initial guardianship plan pursuant to s. 744.363(1)(h).

Section 2. Paragraph (h) is added to subsection (1) of section 744.363, Florida Statutes, to read:

744.363 Initial guardianship plan.—

(1) The initial guardianship plan shall include all of the following:

(h) Identification of all of the following persons:

1. The persons entitled to receive notice of the following information, when such information is known or can be reasonably ascertained by the guardian:

a. The incapacitated person's death.

b. The intended disposition of the remains of the decedent.

c. The funeral arrangements for the decedent.

d. The final resting place of the decedent.

2. If the ward is incapacitated:

a. The persons entitled to notice of the incapacitated person's transfer to a medical facility.

b. The persons entitled to visit the incapacitated person. However, the identification of such persons in the plan does not limit the persons entitled to visit the incapacitated person.

Section 3. This act shall take effect July 1, 2025.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 18, 2025

I respectfully request that **Senate Bill #1272**, relating to Guardianship, be placed on the:

☒ committee agenda at your earliest possible convenience.

☐ next committee agenda.

Senator Shevrin D. "Shev" Jones
Florida Senate, District 34

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4.1.25
Meeting Date

Judiciary
Committee

1272
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barney Bishop III

Phone 850.510.9922

Address 1454 View Carre
Street

Email Barney@BarneyBishop.com

Tall FL 32308
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Fla. Smart Justice Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

Judiciary
Committee

SB 1272
Bill Number or Topic

Amendment Barcode (if applicable)

Name Phyllis Smith

Phone 305 986 5222

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City State Zip

Email GOTAHOME@GMAIL.com

Speaking: ☒ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

04-01-25
Meeting Date

Judiciary
Committee

Guardianship SB1272
Bill Number or Topic

Amendment Barcode (if applicable)

Name Fortuna Smukler

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Street

North Miami Beach FL 33160
City State Zip

Email Fortuna.Smukler@CityNMB.com

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [ ] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[X] I am appearing without compensation or sponsorship.

[ ] I am a registered lobbyist, representing:

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 1284
INTRODUCER:	Judiciary Committee and Senator Grall
SUBJECT:	Civil Liability for the Wrongful Death of an Unborn Child
DATE:	April 3, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Bond	Cibula	JU	**Fav/CS**
2.			ACJ	
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 1284 expands Florida's Wrongful Death Act to allow the parents of an unborn child to recover noneconomic damages for mental pain and suffering from a person who is responsible for the death of the unborn child.

The mother cannot be sued in a wrongful death action for the death of her unborn child. Also, a health care provider providing lawful medical care provided in compliance with the applicable standard of care is not liable for wrongful death of the unborn child.

The bill is effective July 1, 2025.

II. Present Situation:

Most of the state's tort law is derived from the common law. At common law, there was no right to recover for the negligent wrongful death of another person.[1] Over time, however, the Legislature authorized recoveries for wrongful death and expanded the types of damages recoverable and the classes of survivors entitled to recover. "Because wrongful death actions did not exist at common law, all claims for wrongful death are created and limited by Florida's Wrongful Death Act."[2]

[1] *Louisville & Nashville Railroad Co. v. Jones*, 45 Fla. 407, 416 (Fla. 1903).
[2] *Chinghina v. Racik*, 647 So. 2d 289, 290 (Fla. 4th DCA 1994).

History of Wrongful Death Actions

The early versions of the state's wrongful death laws limited the right to recover damages to a surviving spouse, surviving children if there was no surviving spouse, those dependent upon the decedent for support if there was no one belonging to the prior two classes, and finally the executor of the decedent's estate if there was no one belonging to the prior three classes.[3] In order to show dependence on the decedent, a claimant had to show that he or she was a minor, physically or mentally disabled, or elderly.[4] Adults who were mentally and physically capable of providing for themselves could not recover despite having been supported by the decedent.[5] Any damages recoverable were limited to a form of economic damages.

The wrongful death law was substantially re-written in 1972.[6] That law created the Florida Wrongful Death Act, which provides the framework for current law. One of the major changes made by this law was to consolidate or merge survival and wrongful death actions.[7] A survival action is a legal action allowed under the survival statute to continue notwithstanding the plaintiff's death. As merged, the 1972 law allowed the statutory survivors to recover damages for their pain and suffering as a substitute for recoveries for the decedent's pain and suffering under the survival statute.[8]

The type of damages that a survivor is entitled to, under the 1972 law, depends upon the classification of the survivor. The 1972 law allows all survivors to recover the value of lost support and services, a type of economic damages. A surviving spouse may also recover loss of marital companionship and pain and suffering, types of noneconomic damages. Minor children, then defined as under age 21[9] and unmarried, may also recover loss of parental companionship and pain and suffering. The parents of a deceased minor child may also recover pain and suffering. Any survivor who paid them may recover final medical, funeral and burial expenses. The estate of the decedent may recover lost earnings from date of injury to date of death, plus net accumulations, which is essentially an estimate of the present value of the future estate that would have been available for inheritance.

A 1981 act expanded the definition of "minor children" to include all children of the decedent under age 25, regardless of whether such child is married or dependent.[10] The statutes did not authorize a wrongful death action by a nondependent, adult child for the loss of a parent or an action by a parent for the loss of an adult child.[11]

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[3] *Duval v. Hunt*, 34 Fla. 85 (Fla. 1894) (discussing a wrongful death statute enacted in 1883).
[4] *Id.* at 101-102.
[5] The Court interpreted the dependency requirement in the statute as requiring a person to have a genuine inability to support himself or herself based on the view that strong, healthy adults who are capable of earning a livelihood should not be content to "live in idleness upon the fruits of [another's] labor." *Id.* at 101.
[6] Chapter 72-35, Laws of Fla.
[7] *Sheffield v. R.J. Reynolds Tobacco Co*., 329 So. 3d 114, 121 (Fla. 2021).
[8] *Martin v. United Sec. Services, Inc.*, 314 So. 2d 765, 767 (Fla. 1975).
[9] Florida changed the age of majority from 21 to 18 in the following year, but that act did not change the reference to age 21 in the wrongful death law. Section 743.07, F.S.; chapter 73-21, Laws of Fla.
[10] Chapter 81-183, Laws of Fla.
[11] *Mizrahi v. North Miami Medical Center, Ltd.*, 761 So. 2d 1040, 1042 (Fla. 2000).

In 1990, the Legislature generally expanded the class of survivors entitled to recover damages for pain and suffering for a wrongful death.[12] As expanded, a decedent's adult children may recover damages for pain and suffering if there is no surviving spouse. The parents of an adult decedent may also recover damages for pain and suffering if there is no surviving spouse or surviving minor or adult children.[13]

Wrongful Death Actions for the Death of an Unborn Child

In 1978 the Florida Supreme Court held that an unborn fetus is not a "person" for purposes of Florida's Wrongful Death Act (Act).[14] Thus, when a person causes the death of an unborn child, the child's parents cannot recover civil damages under the Act for the death.[15]

In 1997 the Florida Supreme Court reiterated that "there is no cause of action under Florida's Wrongful Death Act for the death of a stillborn fetus."[16] However, in that same case, the Court recognized a common law action for "negligent stillbirth." The Court emphasized that the damages recoverable in such action are limited to mental pain and anguish and medical expenses incurred incident to the pregnancy, and that such legal action is different from an action under the Wrongful Death Act, as follows:

> A suit for negligent stillbirth is a direct common law action by the parents which is different in kind from a wrongful death action. The former is directed toward the death of a fetus while the latter is applicable to the death of a living person. As contrasted to the damages recoverable by parents under the wrongful death statute, the damages recoverable in an action for negligent stillbirth would be limited to mental pain and anguish and medical expenses incurred incident to the pregnancy.[17]

Therefore, Florida allows a limited recovery of damages for negligent stillbirth, but it does not recognize a cause of action for wrongful death based on the death of an unborn child.

Florida remains one of six states, including California and New York,[18] that currently do not recognize a cause of action for the wrongful death of an unborn child.[19] Forty-three states currently have some form of cause of action for the wrongful death of an unborn child. These statutes condition recovery based on the viability[20] of the child in question.[21]

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[12] Chapter 90-14, Laws of Fla.
[13] *Id.* (amending s. 768.18(3) and (4), F.S.). The adult children were also authorized by the 1990 law to recover noneconomic damages for lost parental companionship, instruction, and guidance.
[14] *Duncan v. Flynn*, 358 So. 2d 178 (Fla. 1978).
[15] *Singleton v. Ranz*, 534 So. 2d 847 (Fla. 5th DCA 1988) (citing *Duncan v. Flynn*, 358 So. 2d 178 (Fla. 1978)).
[16] *Tanner v. Hartog*, 696 So. 2d 705, 706 (Fla. 1997).
[17] *Tanner*, 696 So. 2d at 708-09.
[18] *Rosales v. Northeast Community Clinic*, B276465, 2018 WL 1633068, at *2 (Cal. Ct. App. Apr. 5, 2018); *Endresz v. Friedberg*, 24 N.Y. 2d 478, 484 (N.Y. 1969).
[19] *Stern v. Miller*, 348 So. 2d 303, 307–08 (Fla. 1977); The three other states include Iowa, Maine, and New Jersey. *Dunn v. Rose Way, Inc.*, 333 N.W. 2d 830, 831 (Iowa 1983); *Shaw v. Jendzejec*, 717 A.2d 367, 371 (Me. 1998); *Giardina v. Bennett*, 111 N.J. 412, 421–25 (N.J. 1988).
[20] "Viability" is the ability of a developing fetus to survive independent of a pregnant woman's womb. Elizabeth Chloe Romanis, *Is "viability" viable? Abortion, conceptual confusion and the law in England and Wales and the United States*, 7 J. LAW. BIOSCI. (Jan.-Dec. 2020).
[21] Only Wyoming remains undecided as to whether a cause of action for wrongful death exists as to an unborn child.

Fifteen states afford a cause of action for the wrongful death of an unborn child at any stage of development.[22] Several of these states, however, provide an exception so that the mother cannot be sued for the wrongful death of her unborn child.[23]

Three states, including Connecticut,[24] Georgia,[25] and Mississippi,[26] allow a wrongful death action to be brought on behalf of an unborn child if the quickening standard is met, which requires fetal movement to have been detected prior to death.[27]

Twenty-five states allow a cause of action for the wrongful death of an unborn child under a viability standard, which examines whether an unborn child can exist independently outside of the mother's womb.[28] Of these 25 states, one state, Indiana, expressly prohibits a wrongful death action if the death of an unborn child is the result of a lawful abortion.[29]

Finally, one state, Wyoming, remains undecided as to whether a cause of action for wrongful death exists as to an unborn child.[30]

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[22] Alabama (*Hamilton v. Scott*, 97 So. 3d 728 (Ala. 2012); *Mack v. Carmack*, 79 So. 3d 597 (Ala. 2011)); Alaska (Alaska Stat. Ann. § 09.55.585); Arkansas (Ark. Code Ann. § 15-62-102); Illinois (740 Ill. Comp. Stat. Ann. 180/2.2); Kansas (Kan. Stat. Ann. § 60-1901); Louisiana (Louisiana Civil Code Art. 26); Michigan (Mich. Comp. Laws Ann. § 600.2922a); Missouri (Mo. Ann. Stat. § 1.205); Nebraska (Neb. Rev. Stat. § 30-809); Oklahoma (12 Okl. St. Ann. § 1053, OK ST T. 12 § 1053; *Pino v. United States*, 2008 OK 26, 183 P.3d 1001); South Dakota (S.D. Codified Laws §21-5-1); Texas (Tex. Civ. Prac. & Rem. Code § 71.002); Utah (*Carranza v. United States*, 2011 UT 80, 267 P.3d 912); Virginia (Va. Code. Ann. §§8.01-50); West Virginia (*Farley v. Sarti*, 195 W. Va. 671, 681 (1995)).

[23] *See* Kan. Stat. Ann. § 60-1901; Tex. Civ. Prac. & Rem. Code § 71.003.

[24] *Elderkin v. Mahoney*, No. No. CV156056191, 2017 WL 5178583 (Conn. Super. Ct. Sept. 28, 2017).

[25] *Porter v. Lassiter*, 91 Ga. App. 712 (1955); *Shirley v. Bacon*, 154 Ga. App. 203 (1980).

[26] Miss. Code Ann. § 11-7-13 (2018).

[27] Romanis, *supra*, note 20.

[28] Arizona (*Summerfield v. Superior Ct. in and for Maricopa County*, 144 Ariz. 467 (Ariz. 1985)); Colorado (*Gonzales v. Mascarenas*, 190 P. 3d 826 (Colo. App. 2008)); Delaware (*Worgan v. Greggo & Ferrera, Inc.*, 50 Del. 258 (Del. Super. Ct. 1956)); Hawaii (*Hawaii Castro v. Melchor*, 137 Hawai'i 179 (Haw. Ct. App. 2016); Idaho (*Volk v. Baldazo*, 103 Idaho 570 (Idaho 1982); Indiana (Ind. Code Ann. §34-23-2-1(b)); Kentucky (*Stevens v. Flynn*, No. 2010-CA-00196-MR, 2011 WL 3207952 (Ky. Ct. App. July 29,2011); Maryland (*Brown v. Contemporary OB/GYN Assocs.*, 143 Md. App. 199 (Md. Ct. Spec. App. 2002); Md. Code Ann., Cts. & Jud. Proc. §§ 3-902, 3-904); Massachusetts (*Thibert v. Milka*, 419 Mass. 693 (Mass. 1995)); Minnesota (*Pehrson v. Kistner*, 301 Minn. 299 (Minn. 1974)); Montana (*Blackburn v. Blue Mt. Women's Clinic*, 286 Mont. 60 (Mont.1997)); Nevada (*White v. Yup*, 85 Nev. 527 (Nev. 1969)); New Hampshire (*Wallace v. Wallace*, 120 N.H. 675 (N.H. 1980)); New Mexico (*Miller v. Kirk*, 120 N.M. 654 (N.M. 1995)); North Carolina (*DiDonato v. Wortman*, 320 N.C. 423, 358 S.E.2d 489 (1987)); North Dakota (*Hopkins v. McBane*, 359 N.W. 2d 862 (N.D. 1984); Ohio (*Griffiths v. Doctor's Hosp.*, 150 Ohio App. 3d 234, 2002-Ohio-6173, 780 N.E.2d 603 (2002)); Oregon (*LaDu v. Oregon Clinic*, P.C., 165 Or. App. 687 (Or. Ct. App. 2000)); Pennsylvania (*Coveleski v. Bubnis*, 535 Pa.166 (Pa. 1993)); Rhode Island (*Miccolis v. AMICA*, 587 A. 2d 67 (R.I. 1991)); South Carolina (*Crosby v. Glasscock Trucking*, 340 S.C. 626 (S.C. 2000)); Tennessee (Tenn. Code Ann. § 2 0-5-106(c)); Vermont (*Vaillancourt v. Med. Ctr. Hosp. Vt., Inc.*, 139 Vt. 38 (Vt. 1980)): Washington (*Baum v. Burrington*, 119 Wash. App.36 (Wash. Ct. App. 2003)); Wisconsin (*Kwaterski v. State Farm Mut. Auto. Ins. Co.*, 34 Wis. 2d 14 (Wis. 1967).

[29] Ind. Code Ann. §34-23-2-1.

[30] Wyoming has not determined whether an unborn child is a "person" under the state's Wrongful Death Act. But, the Court has held that an unborn child is not a "minor" for whom guardianship statutes authorize the appointment of a guardian. *Matter of Guardianship of MKH*, 2016 WY 103, 382 P.3d 1096 (Wyo. 2016).

III. Effect of Proposed Changes:

The bill expands Florida's Wrongful Death Act to allow the parents of an unborn child to recover noneconomic damages through the Act for mental pain and suffering from a person who is responsible for the death of their unborn child. The term "unborn child" means "a member of the species Homo sapiens, at any stage of development, who is carried in the womb." Thus, the bill authorizes a wrongful death action for an unborn child who is lost at any stage of a pregnancy.

By authorizing a wrongful death action, the parents of the unborn child will not be limited to the damages available under the common law cause of action for negligent stillbirth. The parents, instead, are authorized to recover the full measure of the economic and noneconomic damages available under the Wrongful Death Act. These damages include damages for the parents' mental pain and suffering related to the death and their future mental pain and suffering based on the life expectancy of the parents and the child.

Although the bill authorizes the parents of an unborn child to recover damages for the loss of an unborn child, the bill does not change the requirements of the Wrongful Death Act that the action be brought by the court-appointed personal representative.[31]

The bill specifies that the mother of the unborn child is not liable in a wrongful death action for the death of her unborn child. Also, a health care provider is not liable for the death of an unborn child which results from lawful medical care provided in compliance with the applicable standard of care.

The bill is effective July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

[31] See s. 768.20, F.S. (stating that the "action shall be brought by the decedent's personal representative, who shall recover for the benefit of the decedent's survivors and estate all damages"). See also s. 733.301(1)(b), F.S., which establishes an order of preference for appointing personal representatives for intestate estates (persons who die without a will).

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may increase private insurance rates to the extent that this bill provides for tort claim recoveries that are not paid under current law.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 768.18, 768.19, and 768.21.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Judiciary on April 1, 2025:
The committee substitute provides that the Wrongful Death Act does not authorize a wrongful death action related to the death of an unborn child against a health care provider which results from lawful medical care in compliance with the applicable standard of care.

B. Amendments:

None.

207224

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Grall) recommended the following:

Senate Amendment (with title amendment)

Delete lines 47 - 63
and insert:
(6) "Unborn child" means a member of the species Homo sapiens, at any stage of development, who is carried in the womb.
Section 2. Section 768.19, Florida Statutes, is amended to read:
768.19 Right of action.—
(1) When the death of a person is caused by the wrongful

207224

act, negligence, default, or breach of contract or warranty of any person, including those occurring on navigable waters, and the event would have entitled the person injured to maintain an action and recover damages if death had not ensued, the person or watercraft that would have been liable in damages if death had not ensued shall be liable for damages as specified in this act notwithstanding the death of the person injured, although death was caused under circumstances constituting a felony.

(2) This act does not authorize a wrongful death action against:

(a) The mother of an unborn child for the death of the unborn child.

(b) A health care provider for the death of an unborn child which results from lawful medical care provided in compliance with the applicable standard of care.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 7 - 9

and insert:

amending s. 768.19, F.S.; providing that the Wrongful Death Act does not authorize a wrongful death action against the mother of an unborn child for the death of the child; providing that the act does not authorize a wrongful death action against a health care provider for the death of an unborn child which results from medical care complying with the applicable standard of care; amending s. 768.21, F.S.; authorizing

By Senator Grall

29-00714A-25 20251284__

A bill to be entitled

An act relating to civil liability for the wrongful death of an unborn child; reordering and amending s. 768.18, F.S.; revising the definition of the term "survivors" to include the parents of an unborn child; providing a definition for the term "unborn child"; amending s. 768.19, F.S.; prohibiting a right of action against the mother for the wrongful death of an unborn child; amending s. 768.21, F.S.; authorizing parents of an unborn child to recover certain damages; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 768.18, Florida Statutes, is reordered and amended to read:

768.18 Definitions.—As used in ss. 768.16-768.26:

(1)~~(2)~~ "Minor children" means children under 25 years of age, notwithstanding the age of majority.

(2)~~(5)~~ "Net accumulations" means the part of the decedent's expected net business or salary income, including pension benefits, that the decedent probably would have retained as savings and left as part of her or his estate if the decedent had lived her or his normal life expectancy. "Net business or salary income" is the part of the decedent's probable gross income after taxes, excluding income from investments continuing beyond death, that remains after deducting the decedent's personal expenses and support of survivors, excluding

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

29-00714A-25 20251284__

contributions in kind.

(3)~~(4)~~ "Services" means tasks, usually of a household nature, regularly performed by the decedent that will be a necessary expense to the survivors of the decedent. These services may vary according to the identity of the decedent and survivor and shall be determined under the particular facts of each case.

(4)~~(3)~~ "Support" includes contributions in kind as well as money.

(5)~~(1)~~ "Survivors" means the decedent's spouse, children, parents, and, when partly or wholly dependent on the decedent for support or services, any blood relatives and adoptive brothers and sisters. It includes the child born out of wedlock of a mother, but not the child born out of wedlock of the father unless the father has recognized a responsibility for the child's support. It also includes the parents of an unborn child.

(6) "Unborn child" has the same meaning as in s. 775.021(5)(e).

Section 2. Section 768.19, Florida Statutes, is amended to read:

768.19 Right of action.—

(1) When the death of a person is caused by the wrongful act, negligence, default, or breach of contract or warranty of any person, including those occurring on navigable waters, and the event would have entitled the person injured to maintain an action and recover damages if death had not ensued, the person or watercraft that would have been liable in damages if death had not ensued shall be liable for damages as specified in this

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

act notwithstanding the death of the person injured, although death was caused under circumstances constituting a felony.

(2) Notwithstanding any other provision of this act, a wrongful death action for the death of an unborn child may not be brought against the mother of the unborn child.

Section 3. Subsection (4) and paragraph (a) of subsection (6) of section 768.21, Florida Statutes, are amended to read:

768.21 Damages.—All potential beneficiaries of a recovery for wrongful death, including the decedent's estate, shall be identified in the complaint, and their relationships to the decedent shall be alleged. Damages may be awarded as follows:

(4) Each parent of a deceased minor child or an unborn child may also recover for mental pain and suffering from the date of injury. Each parent of an adult child may also recover for mental pain and suffering if there are no other survivors.

(6) The decedent's personal representative may recover for the decedent's estate the following:

(a) Loss of earnings of the deceased from the date of injury to the date of death, less lost support of survivors excluding contributions in kind, with interest. Loss of the prospective net accumulations of an estate, which might reasonably have been expected but for the wrongful death, reduced to present money value, may also be recovered:

1. If the decedent's survivors include a surviving spouse or lineal descendants; or

2. If the decedent is not a minor child as defined in s. 768.18 ~~s. 768.18(2)~~, there are no lost support and services recoverable under subsection (1), and there is a surviving parent.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Evidence of remarriage of the decedent's spouse is admissible.

Section 4. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 6, 2025

I respectfully request that **Senate Bill #1284**, relating to Civil Liability for the Wrongful Death of an Unborn Child, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Erin K. Grall

Senator Erin Grall
Florida Senate, District 29

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4-1-25
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

207224 *
Amendment Barcode (if applicable)

Name Andrew Shirvell

Phone (386) 569-0563

Address P.O. Box 12152
Street

Tallahassee FL 32317
City *State* *Zip*

Email andrew@FloridaVoiceFortheunborn.com

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Voice For the Unborn

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1
Meeting Date

Sen. Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Lisa Lloyd Phone

Address Email

Street

City *State* *Zip*

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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4/1/2025
Meeting Date

Judiciary
Committee

SB1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Amber Lefstead

Phone

Address
Street

Email

City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** **Waive Speaking:** ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Robert Lee

Phone

Address
Street

Email

Tallahassee FL 32303
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4-1-25
Meeting Date

Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jennifer Cordova

Phone

Address 3054 Crystal Hills Dr
Street

Email

Lakeland FL 33801
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4-1-2025
Meeting Date

Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Colton Taylor

Phone

Address
Street

Email

City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

SB 1284
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Emer Roy

Phone

Address Albion Ave
Street

Email eroy823@gmail.com

Orlando FL 32833
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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4/1/25
Meeting Date

Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Ashe Bradley

Phone

Address 1080 Fruitville Rd
Street

Email

Sarasota FL 34236
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Elizabeth Stroud

Phone 301 842 7633

Address 3050 Tamaya Blvd Apt. 1030
Street

Email lizzistroud@gmail.com

Jacksonville FL 32246
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Tues April 1, 2025
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Rachel Grage

Phone 315 382 1979

Address 2330th Ave S.
Street

Email raggrage@yahoo.com

Jacksonville FL 32250
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Dr Kim Elmore

Phone 4049096845

Address 5012 Medoras Ave
Street
St Augustine FL 32080
City State Zip

Email drsparkles1@gmail.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4-1-25
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barbara DeVane Phone 850-251-4280

Address 625 E. Brevard St. Email barbaradevane1@yahoo.com
Street

Tallahassee FL 32308
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: FL NOW

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/2025
Meeting Date

Judiciary
Committee

SB1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Talya Davis

Phone 7544229843

Address

Email davistalya1020@gmail.com

Street

City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Shirley Y. Herman

Phone 561-596-7780

Address 2600 N. Flagler apt 207
Street

Email shirleyyherman@aol.com

West Palm Beach, FL 33407
City State Zip

Speaking: ☐ For ☒ Against (SB 544) ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

4/1/25
Meeting Date

1284
Bill Number or Topic

Deliver both copies of this form to
Senate professional staff conducting the meeting

Judiciary (Democratic Women's Club of FL)
Committee

Amendment Barcode (if applicable)

Name H. Joan Waitkevicz M.D. Phone 561 307 3418

Address 2600 N Flagler Dr #207 Email dwcjoan@gmail.com
Street

West Palm Beach FL 33407
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/2025
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Michael Sheedy

Phone

Address 201 W. Park Ave.
Street

Email

Tallahassee FL 32301
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

FL Conference of Catholic Bishops

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S-001 (08/10/2021)

The Florida Senate

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4/1/2025
Meeting Date

Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Amy Young

Phone (561) 253-3232

Address 1400 Centrepark Blvd Ste 1010
Street

Email amylobby@ballardpartners.com

West Palm Beach FL 33401
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
American Congress of Obstetricians and Gynecologists, District XII

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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1 APRIL 2025
Meeting Date

Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name BILL SNYDER

Phone

Address
Street

Email

City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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04.01.25
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name William Large

Address 210 South Monroe Street
Street

Phone 850-222-0170

Email William@fljustice.org

Tallahassee FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Justice Reform Institute

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

1

4/1/25
Meeting Date

Judiciary
Committee

The Florida Senate
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1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jessica Brason

Phone 561-815-2881

Address 12031 Corozo Ct
Street

Email jbrason@gmail.com

PBG FL 33418
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Karen Woodall

Phone 850-321-9386

Address 579 E. Call St.
Street

Email fcfep@yahoo.com

Tallahassee, FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
National Latina Institute for Reproductive Justice
FL Peoples Advocacy Center

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Yerimiah Evans - Rise Tallahassee

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Street

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Tallahassee FL 32307
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jon Harris Maurar Phone

Address 201 E. Park Ave, Ste. 200A Email
Street

TLH FL 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:

Equality Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Devon Graham

Phone

Address
Street

Email

TLH
City

FL
State

32309
Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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Judiciary
Committee

SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name John Labriola

Address Po Box 650216
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Email JohnLabriola@cfcflorida.net

Miami FL 33265
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Christian Family Coalition Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4-1-25
Meeting Date

Judiciary Com
Committee

1284
Bill Number or Topic

as amended
Amendment Barcode (if applicable)

Name Lynne Hartmann

Phone 321-432-6482

Address 325 Banyan Way
Street

Email Lynne Hartmann1
@gmail.com

Melbourne FL 32951
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against
as amended

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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04/01/2025
Meeting Date

Judiciary
Committee

The Florida Senate

APPEARANCE RECORD

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SB 1294
Bill Number or Topic

Amendment Barcode (if applicable)

Name Treneee Robertson

Address
Street

City State Zip

Phone

Email

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001

The Florida Senate

APPEARANCE RECORD

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Meeting Date: Judiciary Com

Committee

Bill Number or Topic: 1284

Amendment Barcode (if applicable): as amended

Name: Maja Hahn

Phone: 909-289-3406

Address: 132 Rainbow St.

Street

Email: Maja@REACTforhope.org

Meerit Island, FL 32952

City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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The Florida Senate

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9/1/25
Meeting Date

Judiciary
Committee

1284 as amended
Bill Number or Topic

Amendment Barcode (if applicable)

Name Attorney Katherine Henry

Phone 321 300 3037

Address 33 ~~Circle~~ Cypress Circle
Street

Email

Ormond Beach FL 32176
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1284 as amended
Bill Number or Topic

Amendment Barcode (if applicable)

Name Julie Adamson

Phone 321-446-4663

Address 200 Northgrove Dr.
Street

Merritt Island FL 32953
City State Zip

Email juliecladamson@gmail.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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April 1, 2025
Meeting Date

Judiciary
Committee

1284 (As Amende
Bill Number or Topic

Amendment Barcode (if applicable)

Name Michelle Grimsley Shindana

Address 736 Central Ave
Street

Sarasota, FL
City State Zip

Phone

Email

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: FL Alliance of Planned Parenthood Affiliates

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001

4/01/2025
Meeting Date

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41284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Trey Whitt

Address
Street

Phone \

Email \

Tallahassee
City

FL
State

32313
Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jenna George

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Street

Email jennajgeorge001@gmail.c

Jacksonville FL 32221
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 1288
INTRODUCER:	Judiciary Committee and Senator Grall
SUBJECT:	Parental Rights
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Brick	Bouck	ED	**Favorable**
2.	Davis	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 1288 expands the rights of a parent of a minor child, primarily under the statutory Parent's Bill of Rights. These expansions are made by deleting existing exceptions from parental consent requirements for health care services; requiring parental review and consent before surveys and questionnaires may be given to a parent's child or the results distributed; and requiring parental consent before using a biofeedback device on a minor.

The bill deletes most exceptions to parental rights that may allow a person other than a parent to make heath care decisions for a child, potentially restrict a parent from accessing and reviewing a child's medical records, or allow a person other than a parent to consent to collecting a child's DNA. However, the bill lists specific circumstances under which someone other than a parent is authorized to make health care decisions for a minor child.

The bill deletes another exception that allows a health care practitioner to provide health care services or prescribe medicinal drugs to a minor without parental consent if otherwise authorized "by law." As amended, this must be emergency medical care or provided for by a court order. However, the bill authorizes a health care provider to perform medical care on a minor in a health care facility without parental consent if the care is an emergency or is authorized by a court order.

A new right granted to a parent by the bill is the right to review and consent to any survey or questionnaire before it may be given to his or her minor child. Similarly, the bill recognizes the

parent's right to grant permission for the responses to be shared once the parent is notified of the recipient, purpose, or specific information to be shared.

Finally, the bill classifies the use of a biofeedback device as a health care service, requiring express written parental consent before use on a minor. It also mandates that all biofeedback results be provided to a parent and maintained as a confidential medical record.

The bill takes effect July 1, 2025.

II. Present Situation:

Parental Rights in Florida

Florida law includes a Parent's Bill of Rights in chapter 1014, F.S., that protects a broad set of parental rights, ensuring that parents retain authority over education, healthcare, and other key decisions affecting their children.[1]

Parents have the right to direct the education and care of their minor child.[2] Parents may:
- Choose the type of schooling for their child, including public, private, religious, or home education programs.[3]
- Access and review all school records related to their minor child.[4]
- Direct the moral or religious upbringing of their child.[5]

Schools must promptly notify parents if a school employee suspects a criminal offense has been committed against their child, unless notification would interfere with a law enforcement or DCF investigation.[6]

Parents have the right to make health care decisions for their minor children, including access to medical records and control over medical services and personal health data.[7] Except where otherwise authorized by law, health care practitioners must obtain parental consent before providing medical services to a minor.[8]

Parents also retain the right to:
- Access and review all medical records, unless the parent is under investigation for a crime against the child and law enforcement has requested records not be released.[9]
- Provide written consent before any biometric scan or DNA sample is taken, stored, or shared.[10]

[1] Section 1014.04(1), F.S.
[2] Section 1014.04(1)(a), F.S.
[3] Section 1014.04(1)(c), F.S.
[4] Section 1014.04(1)(d), F.S.
[5] Section 1014.04(1)(b), F.S.
[6] Section 1014.04(1)(j), F.S.
[7] Section 1014.04(1)(e)-(f), F.S.
[8] Section 1014.06(1), F.S.
[9] Section 1014.04(1)(f), F.S.
[10] Section 1014.04(1)(g)-(h), F.S.

- Examine and provide consent before a school district may administer a student well-being questionnaire or health screening form to a student in kindergarten through grade 3.[11]

Additionally, written parental consent is required before:

- A video or voice recording of a minor child is created by a government entity, except for purposes such as classroom instruction, security monitoring, or forensic investigations.[12]
- The state or any entity collects, stores, or shares a child's DNA or blood sample, unless required by general law or a court order.[13]

These provisions help ensure that parents retain control over their child's health care and personal data, while allowing limited exceptions for security or legal purposes.

Exceptions to Parental Consent

Under current law, minors may independently consent to certain health care services without parental approval. These exceptions include:

- Treatment for Sexually Transmissible Diseases (STDs) – A minor may consent to examination and treatment for STDs without parental involvement.[14]
- Emergency Medical Treatment – A minor may receive emergency medical care if parental consent is unavailable.[15]
- Mental Health Services – A minor aged 13 or older may consent to diagnostic and evaluative mental health services. However, parental consent is required for therapeutic services beyond two visits within a one-week period.[16]
- Blood Donation – A minor who is at least 17 years old may donate blood, provided there is no written objection from the parent or guardian.[17]
- Pregnancy-Related Care – An unwed, pregnant minor may consent to medical or surgical care related to her pregnancy. However, this does not include medical care unrelated to pregnancy.[18]
- Substance Abuse Treatment – A minor may consent to substance abuse treatment without parental approval.[19]
- When the disability of nonage has been removed in multiple statutes.
- Substitute Consent – If a parent or legal guardian is unavailable and cannot be contacted after reasonable attempts, certain relatives—including stepparents, grandparents, adult siblings, or adult aunts and uncles—may provide consent for the minor's medical treatment.[20]

In addition to these statutory exceptions, Florida law also restricts a parent's authority under certain legal circumstances.

[11] Section 1001.42(8)(c)6., F.S.
[12] Section 1014.04(1)(i), F.S.
[13] Section 1014.04(1)(h), F.S.
[14] Section 384.30, F.S.
[15] Section 743.064, F.S.
[16] Section 394.4784, F.S.
[17] Section 743.06, F.S.
[18] Section 743.065, F.S.
[19] Section 397.601, F.S.
[20] Section 743.0645, F.S.

When a Parent is Prohibited by Law from Making Health Care Decisions

In certain circumstances, a parent may be legally prohibited from making health care decisions for their minor child, including:

- Termination or Restriction of Parental Rights – A parent loses medical decision-making authority if a court terminates their rights due to abuse, neglect, or abandonment. In such cases, a legal guardian, foster parent, or the Department of Children and Families (DCF) assumes this role.[21]
- Court Orders for Abuse, Neglect, or Domestic Violence – A court may issue a protective order restricting a parent's ability to make medical decisions.[22]
- Incapacity or Unfitness of the Parent – A parent deemed legally incapacitated, such as due to severe mental illness or substance abuse, may lose decision-making authority, which transfers to a court-appointed guardian.[23]
- Court-Ordered Medical Treatment – A court may override parental consent if a parent refuses life-saving or medically necessary treatment for their child.[24]

These legal provisions ensure that minors receive necessary medical treatment when a parent is legally prohibited from providing consent.

Health Care Providers and Practitioners

Health Care Providers

The term "provider" under Florida law refers to any facility, agency, or service that is regulated by the Agency for Health Care Administration (AHCA) and requires licensure to provide services.[25] Licensed providers include, but are not limited to, hospitals, nursing homes, home medical equipment providers, and health care clinics.[26] Providers that fail to obtain proper licensure may face administrative penalties, moratoriums on accepting new clients, or revocation of their license.[27]

Health Care Practitioners

Florida law defines a health care practitioner as any person licensed under a broad range of health-related professional regulations. Section 456.001(4), F.S., establishes this definition, covering practitioners licensed under statutes regulating physicians, nurses, pharmacists, mental health professionals, and other medical providers.[28]

Health care practitioners include, but are not limited to:

- Medical doctors and osteopathic physicians (Chapters 458 and 459, F.S.).
- Chiropractic physicians and podiatrists (Chapters 460 and 461, F.S.).

[21] Section 39.806, F.S.
[22] Section 741.30, F.S.
[23] Section 744.3215, F.S.
[24] Section 39.407(2), F.S.
[25] Section 408.803(12), F.S.
[26] Section 408.802, F.S.
[27] Section 408.803(11), F.S.
[28] Section 456.001(4), F.S.

- Optometrists and pharmacists (Chapters 463 and 465, F.S.).
- Nurses, including advanced practice registered nurses (Chapter 464, F.S.).
- Dentists and midwives (Chapters 466 and 467, F.S.).
- Physical therapists, occupational therapists, and speech-language pathologists (Chapters 468 and 486, F.S.).
- Psychologists, clinical social workers, marriage and family therapists, and mental health counselors (Chapters 490 and 491, F.S.).

Enforcement & Penalties for Violating Parental Consent Laws

Disciplinary Actions for Violations of Parental Consent Requirements

Florida law subjects health care practitioners to disciplinary action for violations of professional standards or statutory requirements.[29] Failure to comply with parental consent requirements is a disciplinary violation, and practitioners may face penalties for providing services to a minor without obtaining required parental consent.[30]

Penalties for Violating Parental Consent Requirements

If a licensed health care provider is found in violation of the parental consent requirements the provider may be subject to one or more of the following penalties:[31]

- Suspension or permanent revocation of a license.
- Administrative fines up to $10,000 per violation.
- Practice restrictions, including limitations on work settings or the type of services the practitioner may provide.
- Probationary conditions, such as mandated supervision, continuing education, or corrective actions.
- Issuance of a reprimand or letter of concern.
- Requirement to refund fees billed to a patient or third-party payer[1].

Enforcement and Legal Actions

Florida law establishes enforcement mechanisms to ensure compliance with health care regulations. These include:

- Assessment of investigative and prosecution costs against the practitioner if disciplinary action is taken.[32]
- An injunction or writ of mandamus to prohibit continued violations of the regulations.[33]
- Permanent revocation of a license for severe violations, with limited options for reapplication.[34]

[29] Section 456.072(1), F.S.
[30] Section 456.072(1)(rr), F.S.
[31] Section 456.072(2), F.S.
[32] Section 456.072(4), F.S.
[33] Section 456.072(5), F.S.
[34] Section 456.072(6), F.S.

Additionally, AHCA is authorized to penalize providers that fail to comply with parental consent requirements, up to $500 per offense.[35]

Biofeedback in Educational and Clinical Settings

Biofeedback is a technique that enables individuals to gain control over physiological processes by providing real-time feedback on bodily functions such as heart rate, muscle tension, and brainwave activity.[36]

Biofeedback Applications

In educational settings, biofeedback has been explored as a tool to enhance student performance, manage stress, and address behavioral and learning challenges.[37] Studies have investigated its effectiveness in treating childhood behavioral and learning disorders, including anxiety and attention-related conditions.[38]

Some studies suggest that biofeedback can be comparable to cognitive-behavioral therapy (CBT) for anxiety-related disorders, with no significant differences in treatment outcomes.[39] Other studies indicate that biofeedback, when combined with behavior modification training, has shown improvements in attention regulation and behavioral outcomes for children with ADHD.[40]

Biofeedback devices are also marketed for non-clinical educational applications. Some products, such as wearable biofeedback tools and neurofeedback headsets, claim to help students improve focus and emotional regulation.[41] Educational programs have incorporated biofeedback training in stress management programs and learning interventions.[42]

---

[35] Section 408.813(3), F.S.
[36] Mayo Clinic, *Biofeedback*, available at https://www.mayoclinic.org/tests-procedures/biofeedback/about/pac-20384664 (last visited March 28, 2025).
[37] ResearchGate, *Reducing Anxiety and Improving Academic Performance Through a Biofeedback Relaxation Training Program*, *available at* https://www.researchgate.net/publication/317660383_Reducing_Anxiety_and_Improving_Academic_Performance_Through_a_Biofeedback_Relaxation_Training_Program (last visited March 28, 2025).
[38] ResearchGate, *The Use of Biofeedback on Students: A Systematic Review*, *available at* https://www.researchgate.net/publication/355655679_The_Use_of_Biofeedback_on_Students_a_Systematic_Review (last visited March 28, 2025).
[39] NeuroRegulation, *Neurofeedback Training and Cognitive Behavior Therapy for Treatment of Generalized Anxiety Disorder in Children and Adolescents: A Comparative Study*, available at https://www.neuroregulation.org/article/view/22435 (last visited March 28, 2025).
[40] Frontiers in Psychiatry, *Efficacy of behavior modification training combined with electroencephalographic biofeedback therapy for attention deficit hyperactivity disorder in children: a randomized controlled trial*, https://www.frontiersin.org/journals/child-and-adolescent-psychiatry/articles/10.3389/frcha.2023.1235310/full (last visited March 28, 2025).
[41] Biofeedback & Neurofeedback Therapy, *Biofeedback for Academic Success*, https://biofeedback-neurofeedback-therapy.com/biofeedback-for-academic-success/ (last visited March 28, 2025).
[42] Biofeedback & Neurofeedback Therapy, *Biofeedback for Academic Success*, https://biofeedback-neurofeedback-therapy.com/biofeedback-for-academic-success/ (last visited March 28, 2025).

Regulatory Landscape in Florida – Biofeedback Applications

Florida law regulates certain biofeedback applications under the practice of psychology and the practice of school psychology, as defined in the Psychological Services Act.[43] The law includes biofeedback as one of the scientific and applied psychological principles, methods, and procedures used for modifying human behavior and treating mental, nervous, psychological, and emotional disorders.[44] The use of biofeedback for psychological purposes is restricted to psychologists appropriately trained in its use.[45]

Additionally, school psychologists are authorized to provide psychoeducational, developmental, and behavioral interventions in school settings.[46] The practice of school psychology includes counseling, behavior techniques, environmental management, and group processes—services that may overlap with certain biofeedback applications.[47]

Separately, neurofeedback, a subset of biofeedback that specifically targets brainwave activity, is regulated under the Board of Occupational Therapy Practice.[48] Practitioners using neurofeedback for clinical purposes must complete at least 16 hours of didactic instruction and five supervised treatments in a clinical setting.[49]

However, biofeedback devices marketed for educational or non-clinical applications are not specifically addressed under Florida law. While some biofeedback tools are designed for licensed professionals, others are sold directly to consumers, including educators and students.[50]

III. Effect of Proposed Changes:

Parental Rights

The bill expands parental consent requirements for health care services, delineates specific instances when parental consent is not required, and requires parental consent before a minor may be surveyed or before a biofeedback device may be used on a minor.

Examination and Treatment for Sexually Transmissible Diseases (Section 1)

The bill revises current law, s. 384.30, F.S., which permits a minor to be examined and treated for a sexually transmissible diseases without parental consent. The change made by the bill still allows a minor to be examined for the disease without parental consent, but now requires parental consent for a minor to receive treatment.

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[43] Sections 490.001 and 490.003, F.S.
[44] Section 490.003(4), F.S.
[45] Section 490.003(4)(b), F.S.
[46] Section 490.003(5), F.S.
[47] Section 490.003(5), F.S.
[48] Florida Board of Occupational Therapy, *Regulations on Neurofeedback Devices*, https://floridasoccupationaltherapy.gov/prescription-devices-modalities-certification-faqs/ (last visited Mach 28, 2025).
[49] Rule 64B11-4.001(3), Fla. Adm. Code.
[50] Mayo Clinic, *Biofeedback: What is it and how does it work?*, https://www.mayoclinic.org/tests-procedures/biofeedback/about/pac-20384664 (last visited March 28, 2025); MindBody Devices, *Biofeedback Devices*, https://mindbodydevices.com/biofeedback-devices/ (last visited March 28, 2025); Biofeedback & Neurofeedback Therapy, *Biofeedback for Academic Success*, https://biofeedback-neurofeedback-therapy.com/biofeedback-for-academic-success/ (last visited March 28, 2025).

Health Care Decisions (Section 2)

The bill amends s. 1014.04, F.S., to *revise exceptions* for certain parental rights. A parent retains the right to make health care decisions for his or her minor child *unless*:

- The parent is the subject of an investigation of a crime committed against the minor child;
- The Department of Children and Families has maintained the child in an out of home placement and the department has the child examined for injury, illness, and communicable diseases and to determine the need for immunization;
- The child is authorized by law to make specific healthcare decisions for himself or herself as provided in ch. 743, F.S, which describes when the "disability of nonage" is removed and the child is authorized to act on his or her behalf;[51]
- A parent cannot be located and another person is authorized in statute to make health care decisions as provided in s. 743.0645, F.S.;[52] or
- Circumstances exist which satisfy the requirements of law for a parent's implied consent to medical care and treatment of the child as provided in s. 383.50, F.S., dealing with an infant who is surrendered to a hospital, emergency medical services station, or a fire station.

Health Care Records (Section 2)

The bill expands the scope of parental rights by removing certain exceptions to general law. As expanded, a parent:

- May access and review all medical records of his or her minor child; however, the bill preserves the authority of a law enforcement agency or official to prevent the release of a child's medical records to a parent who is the subject of an investigation of a crime committed against the minor child. The broader exception "unless prohibited by law" is deleted.
- Must consent in writing before any record of his or her minor child's blood or deoxyribonucleic acid (DNA) is created, stored, or shared, except as authorized pursuant to a court order. The broader exception "as required by general law" is deleted.

Parental Consent for Health Care Services (Section 3)

<u>Restriction on a Practitioner</u>

The bill amends s. 1014.06, F.S., to remove an exception that placed a restriction on a parent's exclusive right to make health care decisions for a child but adds an exception for emergency care. The current exception allowed certain health care services to be provided to a minor without parental consent if authorized "by law." The bill now prohibits a health care practitioner, or an individual employed by a practitioner, from providing, soliciting, or arranging to provide health care services or prescribing medicinal drugs to a minor child without first obtaining

[51] The statutes cited in the bill are for the removal of the disability of nonage for: s. 743.01, F.S., a married minor; s. 743.015, F.S., a minor when determined by a circuit court that removal of nonage is in the minor's best interest; s. 743.06, F.S., making a blood donation for a minor who is at least 17 years old; s. 743.065, F.S, an unwed pregnant minor to consent to medical or surgical care relating to her pregnancy; s. 743.066, F.S., a minor adjudicated as an adult and in the custody or under the supervision of the Department of Corrections as to health care services, except for abortion and sterilization; and s.743.067, F.S., a certified unaccompanied homeless youth who is at least 16 years old and not in the physical custody of a parent or guardian.

[52] Section 743.0645, F.S., provides that consent may be granted by the following people after a reasonable attempt to locate someone who has the power to consent has failed. In order of priority those people are: a health care surrogate, the stepparent, the grandparent of the minor, an adult brother or sister of the minor, and an adult aunt or uncle of the minor.

written parental consent, *unless* the service is for emergency medical care or authorized by a court order.

Restriction on a Facility
The bill also deletes an exception from parental consent requirements which allow a medical procedure to be performed on a minor child in a health care facility without parental consent if "otherwise authorized … by law." The bill limits the remaining exceptions to parental rights to consent to a child's health care to cases of emergency medical care or medical care authorized by a court order.

Surveys or Questionnaires (Section 2)

The bill establishes a new parental right to:
- Review and consent to any survey or questionnaire given to his or her minor child.
- Approve the sharing or distribution of survey or questionnaire responses or results, after receiving notice of the recipient, purpose, and specific information to be shared.

Regulation of Biofeedback Devices (Section 3)

The bill defines the use of a biofeedback device as a health care service for the purpose of parental consent requirements. The bill defines "biofeedback device" as an instrument or sensor used to measure bodily functions, such as heart rate variability, brain waves, or breathing rate, for the purpose of improving performance.

The bill prohibits the use of a biofeedback device on a minor child without first obtaining express written permission from the minor child's parent or guardian. The bill requires that if a parent or guardian consents to the use of a biofeedback device, all results must be provided to the parent or guardian and must otherwise be maintained as a confidential medical record.

The bill takes effect July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

Schools may expend more resources requesting parents to review and consent to surveys before the surveys may be administered. Schools might also expend more time requesting permission from a parent to share the results of surveys and questionnaires.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 384.30, 1014.04 and 1014.06.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Judiciary on April 1, 2025:
The committee substitute differs from the underlying bill by:

- Requiring a parent's consent to a minor child's treatment for sexually transmissible diseases; and
- Listing specific instances in which a person, other than a parent, is authorized to make health care decisions for a minor child.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

641628

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
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	.	
	.	

The Committee on Judiciary (Grall) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 384.30, Florida Statutes, is amended to read:

384.30 Minors' consent to treatment.—

(1) The department and its authorized representatives, each physician licensed to practice medicine under the provisions of chapter 458 or chapter 459, each health care professional licensed under the provisions of part I of chapter 464 who is

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acting pursuant to the scope of his or her license, and each public or private hospital, clinic, or other health facility may examine ~~and provide treatment~~ for sexually transmissible diseases to any minor, if the physician, health care professional, or facility is qualified to provide such examination and treatment. The consent of a parent ~~the parents~~ or guardian ~~guardians~~ of a minor is not a prerequisite for an examination; however, the consent of a parent or guardian is required for ~~or~~ treatment.

(2) The fact of consultation, examination, and treatment of a minor for a sexually transmissible disease is confidential and exempt from the provisions of s. 119.07(1) and shall not be divulged in any direct or indirect manner, such as sending a bill for a consultation or examination ~~services rendered~~ to a parent or guardian, except as provided in s. 384.29.

Section 2. Paragraphs (e), (f), and (h) of subsection (1) of section 1014.04, Florida Statutes, are amended, and paragraph (k) is added to that subsection, to read:

1014.04 Parental rights.—

(1) All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, including, but not limited to, all of the following rights of a parent of a minor child in this state:

(e) The right to make health care decisions for his or her minor child, unless:

1. The parent is the subject of an investigation of a crime committed against the minor child;

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2. The child has been maintained in an out of home placement by the Department of Children and Families and the department has a child examined for injury, illness, and communicable diseases and to determine the need for immunization;

3. The child is authorized by law to make the specific health care decisions for himself or herself as provided in ss. 743.01, 743.015, 743.06, 743.065, 743.066, and 743.067;

4. A parent cannot be located and another person is authorized by law to make the health care decisions as provided in s. 743.0645; or

5. Circumstances exist which satisfy the requirements of law for a parent's implied consent to medical care and treatment of the child as provided in s. 383.50 ~~otherwise prohibited by law~~.

(f) The right to access and review all medical records of his or her minor child, unless ~~prohibited by law or if~~ the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement agency or official requests that the information not be released.

(h) The right to consent in writing before any record of his or her minor child's blood or deoxyribonucleic acid (DNA) is created, stored, or shared, except as ~~required by general law or~~ authorized pursuant to a court order.

(k)1. The right to review and consent to any survey or questionnaire given to his or her minor child.

2. The right to grant permission for the responses or results of such survey or questionnaire to be shared or distributed, upon receiving notice of the intended recipient,

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the purpose of the survey or questionnaire, or the specified information to be shared.

Section 3. Present subsections (3), (4), and (5), of section 1014.06, Florida Statutes, are redesignated as subsections (4), (5), and (6), respectively, a new subsection (3) is added to that section, and subsections (1) and (2) of that section are amended, to read:

1014.06 Parental consent for health care services.—

(1) Except as otherwise provided for emergency medical care under s. 743.064 or s. 1014.04(1)(e) or by court order ~~law~~, a health care practitioner, as defined in s. 456.001, or an individual employed by such health care practitioner may not provide or solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent.

(2) Except as otherwise provided for emergency medical care under s. 743.064, s. 1014.04(1)(e) ~~by law~~ or by a court order, a provider, as defined in s. 408.803, may not allow a medical procedure to be performed on a minor child in its facility without first obtaining written parental consent.

(3) The use of a biofeedback device is a health care service for the purpose of this section. The use of such a device on a minor child without first obtaining express written permission from the minor child's parent or guardian is prohibited. As used in this subsection, the term "biofeedback device" means an instrument or a sensor used to measure bodily functions, such as heart rate variability, brain waves, or breathing rate, for the purpose of improving performance. If the parent or guardian consents to the use of the device, all

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results must be provided to the parent or guardian and must otherwise be held as a confidential medical record.

Section 4. For the purpose of incorporating the amendment made by this act to section 1014.06, Florida Statutes, in a reference thereto, paragraph (f) of subsection (3) of section 408.813, Florida Statutes, is reenacted to read:

408.813 Administrative fines; violations.—As a penalty for any violation of this part, authorizing statutes, or applicable rules, the agency may impose an administrative fine.

(3) The agency may impose an administrative fine for a violation that is not designated as a class I, class II, class III, or class IV violation. Unless otherwise specified by law, the amount of the fine may not exceed $500 for each violation. Unclassified violations include:

(f) Violating the parental consent requirements of s. 1014.06.

Section 5. For the purpose of incorporating the amendment made by this act to section 1014.06, Florida Statutes, in a reference thereto, paragraph (rr) of subsection (1) of section 456.072, Florida Statutes, is reenacted to read:

456.072 Grounds for discipline; penalties; enforcement.—

(1) The following acts shall constitute grounds for which the disciplinary actions specified in subsection (2) may be taken:

(rr) Failure to comply with the parental consent requirements of s. 1014.06.

Section 6. This act shall take effect July 1, 2025.

================ T I T L E A M E N D M E N T ================

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And the title is amended as follows:

Delete everything before the enacting clause and insert:

A bill to be entitled

An act relating to parental rights; amending s. 384.30, F.S.; requiring parental consent for a minor's treatment for certain diseases; amending s. 1014.04, F.S.; revising exceptions for certain parental rights; creating the parental right to review and consent to a survey or questionnaire provided to a parent's minor child; creating the parental right to grant permission for the results or responses of such survey or questionnaire to be shared or distributed; amending s. 1014.06, F.S.; revising exceptions for specified requirements of parental consent; prohibiting the use of a biofeedback device on a minor child without written permission from the minor child's parent or guardian; defining the term "biofeedback device"; requiring the results of the use of such device be provided to a parent or guardian; requiring that such results be held as a confidential medical record; reenacting ss. 408.813(3)(f) and 456.072(1)(rr), F.S., relating to administrative fines and grounds for discipline, respectively, to incorporate the amendment made to s. 1014.06, F.S., in references thereto; providing an effective date.

By Senator Grall

29-00907C-25 20251288__

A bill to be entitled

An act relating to parental rights; amending s. 1014.04, F.S.; deleting exceptions for certain parental rights; creating the parental right to review and consent to a survey or questionnaire provided to his or her minor child; creating the parental right to grant permission for the results or responses of such survey or questionnaire to be shared or distributed; amending s. 1014.06, F.S.; revising exceptions for specified requirements of parental consent; prohibiting the use of a biofeedback device on a minor child without written permission from the minor child's parent or guardian; defining the term "biofeedback device"; requiring the results of the use of such device be provided to a parent or guardian; requiring that such results be held as a confidential medical record; reenacting ss. 408.813(3)(f) and 456.072(1)(rr), F.S., relating to administrative fines and grounds for discipline, respectively, to incorporate the amendment made to s. 1014.06, F.S., in references thereto; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraphs (e), (f), and (h) of subsection (1) of section 1014.04, Florida Statutes, are amended, and paragraph (k) is added to that subsection, to read:

1014.04 Parental rights.—

(1) All parental rights are reserved to the parent of a

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

29-00907C-25 20251288__

minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, including, but not limited to, all of the following rights of a parent of a minor child in this state:

(e) The right to make health care decisions for his or her minor child~~, unless otherwise prohibited by law~~.

(f) The right to access and review all medical records of his or her minor child, unless ~~prohibited by law or if~~ the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement agency or official requests that the information not be released.

(h) The right to consent in writing before any record of his or her minor child's blood or deoxyribonucleic acid (DNA) is created, stored, or shared, except as ~~required by general law or~~ authorized pursuant to a court order.

(k)1. The right to review and consent to any survey or questionnaire given to his or her minor child.

2. The right to grant permission for the responses or results of such survey or questionnaire to be shared or distributed, upon receiving notice of the intended recipient, the purpose of the survey or questionnaire, or the specified information to be shared.

Section 2. Present subsections (3), (4), and (5), of section 1014.06, Florida Statutes, are redesignated as subsections (4), (5), and (6), a new subsection (3) is added to that section, and subsections (1) and (2) of that section are amended to, read:

1014.06 Parental consent for health care services.—

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(1) ~~Except as otherwise provided by law,~~ A health care practitioner, as defined in s. 456.001, or an individual employed by such health care practitioner may not provide or solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent.

(2) Except as otherwise provided for emergency medical care under s. 743.064 ~~by law~~ or a court order, a provider, as defined in s. 408.803, may not allow a medical procedure to be performed on a minor child in its facility without first obtaining written parental consent.

(3) The use of a biofeedback device is a health care service for the purpose of this section. The use of such a device on a minor child without first obtaining express written permission from the minor child's parent or guardian is prohibited. As used in this subsection, the term "biofeedback device" means an instrument or a sensor used to measure bodily functions, such as heart rate variability, brain waves, or breathing rate, for the purpose of improving performance. If the parent or guardian consents to the use of the device, all results must be provided to the parent or guardian and must otherwise be held as a confidential medical record.

Section 3. For the purpose of incorporating the amendment made by this act to section 1014.06, Florida Statutes, in a reference thereto, paragraph (f) of subsection (3) of section 408.813, Florida Statutes, is reenacted to read:

408.813 Administrative fines; violations.—As a penalty for any violation of this part, authorizing statutes, or applicable rules, the agency may impose an administrative fine.

(3) The agency may impose an administrative fine for a violation that is not designated as a class I, class II, class III, or class IV violation. Unless otherwise specified by law, the amount of the fine may not exceed $500 for each violation. Unclassified violations include:

(f) Violating the parental consent requirements of s. 1014.06.

Section 4. For the purpose of incorporating the amendment made by this act to section 1014.06, Florida Statutes, in a reference thereto, paragraph (rr) of subsection (1) of section 456.072, Florida Statutes, is reenacted to read:

456.072 Grounds for discipline; penalties; enforcement.—

(1) The following acts shall constitute grounds for which the disciplinary actions specified in subsection (2) may be taken:

(rr) Failure to comply with the parental consent requirements of s. 1014.06.

Section 5. This act shall take effect July 1, 2025.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 25, 2025

I respectfully request that **Senate Bill #1288**, relating to Parental Rights, be placed on the:

☐ committee agenda at your earliest possible convenience.

☒ next committee agenda.

Erin K. Grall

Senator Erin Grall
Florida Senate, District 29

File signed original with committee office

S-020 (03/2004)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

* 641628
Amendment Barcode (if applicable)

Name Constitutional Attorney Katherine Henry Phone 321 300 3037

Address 33 Cypress Circle
Street

Email

Ormond Beach FL 32176
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Judiciary
Committee

SB1288
Bill Number or Topic

641628
Amendment Barcode (if applicable)

Name Maija Hahn

Phone 909-289-3406

Address 132 Rainbow St.
Street

Email Maija@REACTforHope.org

Merritt Island, FL 32952
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

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S-001 (08/10/2021)

The Florida Senate

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4-1-25
Meeting Date

Judiciary
Committee

SB 1280
Bill Number or Topic

641628
Amendment Barcode (if applicable)

Name Lynne Hartmann

Phone 321-432-6482

Address 325 Banyan Way
Street

Email LynneHartmann2@gmail.com

Mel Bch, FL 32951
City State Zip

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [X] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[X] I am appearing without compensation or sponsorship.

[ ] I am a registered lobbyist, representing:

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

SB 1288
Bill Number or Topic

641628
Amendment Barcode (if applicable)

Committee

Name Stefan Hartmann Phone 3214327879

Address 1822196 Colony Dr Email ironmediaPA@gmail.com
Street

Melbourne FL 32935
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

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S-001 (08/10/2021)

The Florida Senate

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April 01, 2025
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

641628
Amendment Barcode (if applicable)

Name Karoline Stancik

Phone 240-426-3276

Address 19223 Cypress Cay Blvd
Street

Email kestancik@liberty.edu

Lutz FL 33559
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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This form is part of the public record for this meeting.

S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

April 1, 2025
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

641628
Amendment Barcode (if applicable)

Name KO Robins

Phone [redacted] 3053203247

Address 411 Arredondo Ave
Street

Email KOgop@fastmail.com

St Augustine FL 32080
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** **Waive Speaking:** ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Nancy Staats, MD

Phone (732) 687-6199

Address 1911 Beach Ave
Street

Email staatsne@gmail.com

Atlantic Beach FL 32233
City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

April 1, 2025
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Michelle Grimsley Shindano

Phone

Address 736 Central Ave
Street

Email

Sarasota, FL
City *State* *Zip*

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: FL Alliance of PP Affiliates

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

Tues April 1 2025
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Rachel Greage

Phone 315 382 1979

Address 23 30th Ave S
Street

Email raggrage@yahoo.com

Jax Bch FL 32250
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

S. Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jon Harris Maurer Phone

Address 201 E. Park Ave, Ste 200A Email
Street

TLH FL 32301
City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing: Equality Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1
Meeting Date

Sen. Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Lisa Lloyd

Phone

Address
Street

Email

City *State* *Zip*

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/2025
Meeting Date

SB1288
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Amber Lefstead Phone

Address Email

Street

City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** **Waive Speaking:** ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-1-25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jennifer Cordova

Phone

Address 3054 Crystal Hills Dr
Street

Email

Lakeland FL 33801
City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Julie Adamson

Phone 321-446-4663

Address 200 Northgrove Drive
Street

Merritt Island FL 32953
City State Zip

Email juliecladamson@gmail.com

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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1/Apr/25	SB 1288
Meeting Date	Bill Number or Topic
Committee	Amendment Barcode (if applicable)

Name Ted Macie Phone 617 3885957

Address 331 W 6th St Email

Street

Gadsden FL 32206

City State Zip

Speaking: ☐ For ☐ Against ☑ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

4/1/25

Meeting Date

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

1288

Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Sharmin Smith Phone 9045042688

Address 828 14th Ave S Email slynn.smith@yahoo.com

Street

Jacksonville Beach FL 32250

City State Zip

Speaking: ☐ For ☐ Against ☒ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name John Labriola

Phone 954-515-2084

Email JohnLabriola@cfcflorida.net ~~JohnLabriola@cfcflorida.net~~

Address PO Box 650216
Street

Miami FL 33265
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Christian Family Coalition Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

1287
Bill Number or Topic

Amendment Barcode (if applicable)

Name Shirley Y. Herman

Phone 561-596-7780

Address 7600 N. Flagler Apt 207
Street

West Palm Beach, FL 33407
City State Zip

Email shirleyherman@aol.com

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Anthony Varga

Phone 786-497-6431

Address 8567 Coral Way #522
Street

Email averdg@cfcfloridanet

Miami FL 33155
City State Zip

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [ ] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[ ] I am appearing without compensation or sponsorship.

[X] I am a registered lobbyist, representing: Christian Family Coalition Florida

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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3/11/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Ashe Bradley Phone

Address 1680 Fruitville Rd Email
Street

Sarasota FL 34236
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

SB 1288
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name Emer Roy

Phone

Address Albion Ave
Street

Email eroy823@gmail.com

Orlando FL 32833
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Melinda Wherrell

Phone 386-338-2171

Address 406 NW 4th St
Street

Okeechobee FL 32972
City State Zip

Email

Speaking: ☒ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

4-1-2025
Meeting Date

Judiciary
Committee

The Florida Senate
APPEARANCE RECORD

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SB 1284
Bill Number or Topic

Amendment Barcode (if applicable)

Name Colton Taylor Phone

Address Email

Street

City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** **Waive Speaking:** ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Senate Judiciary Committee
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Dr. Patricia Lee June, M.D.

Phone 229-456-0874

Address 10 13th Ave SE
Street

Email drjune@windstream.net

Moultrie GA 31768
City State Zip

Speaking: ☒ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

Senate Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Patti Sullivan (Parental Rights Florida)

Phone 772 913 2375

Address 14041 N. Indian River Drive
Street

Email patti.parentalrightsflorida@gm.me

Sebastian FL 32958
City State Zip

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [ ] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[X] I am appearing without compensation or sponsorship.

[ ] I am a registered lobbyist, representing:

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

01 APR 2025
Meeting Date

Judiciary
Committee

SB 1280
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jordan Carpenter

Phone 770-696-7140

Address 1000 Hurricane Shoals Rd NE
Street

Email jcarpenter@adflegal.org

Lawrenceville GA 30043
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Kara Gross

Phone 786-363-4436

Address 4343 West Flagler St
Street

Email kgross@aclufl.org

Miami | FL | 33134
City | *State* | *Zip*

Speaking: ☐ For ☐ Against ☑ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
American Civil Liberties Union of Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Ryan Kennedy

Phone 239-671-5733

Address 5572 Cobalto Way
Street

Email ryan@gofica.org

Ave Maria FL 34142
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Citizens Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

Senate Judiciary
Committee

SB 1288
Bill Number or Topic

~~Sena~~
Amendment Barcode (if applicable)

Name Barbara Myers

Phone 850/443-9177

Address 8172 Wenonga Ct
Street

Tallahassee, FL 32311
City *State* *Zip*

Email Barb1748@Yahoo.com

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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Senate professional staff conducting the meeting

4/1/25
Meeting Date

Senate Judiciary
Committee

SB1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jules Rayne Phone

Address P.O. Box 13184 Email
Street

St Petersburg FL 33733
City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Aaron DiPietro

Phone 904-608-4471

Address P.O. Box 530103
Street

Email aarond@flfamily.org

Orlando FL 32853
City State Zip

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Family Voice

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Robert Lee

Phone

Address
Street

Email

Tallahassee FL 32303
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4/1/25
Meeting Date

Judiciary
Committee

SB1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Talya Davis

Phone 754 422 9843

Address
Street

Email davistalya1020@gmail.com

City State Zip

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4/1/2025
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name MIRIAM GURNIAK

Phone 850-273-1037

Address 125 Cadiz St

Email Miriamgurniak@gmail

Street

TLH FL 32301

City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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The Florida Senate

APPEARANCE RECORD

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4/1/25
Meeting Date

Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name DAVID LEMUS Phone

Address Email

Street

City *State* *Zip*

Speaking: ☐ For ☑ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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04/01/2025
Meeting Date

Committee

H1284 [redacted]
Bill Number or Topic

Amendment Barcode (if applicable)

Name Trey Whitt

Phone

Address
Street

Email

Tallahassee FL 32313
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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04/01/2025
Meeting Date

Judiciary
Committee

SB 1268
Bill Number or Topic

Amendment Barcode (if applicable)

Name Trenece Robertson

Phone

Address
Street

Email

City *State* *Zip*

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

~~1277~~ 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jenna George

Phone 803-554-2396

Address 1758 Dolomar St.
Street

Email jennajgeorge00@gmail.com

Jacksonville FL 32221
City State Zip

Speaking: ☐ For ☒ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name January Littlejohn

Phone

Address 3658 Dwight Davis Dr
Street

Tallahassee FL 32312
City State Zip

Email jas7854@hotmail.com

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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4-1-25
Meeting Date

judicuary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Noah Adamson

Phone 321-446-4663

Address 200 Northgrove Dr.
Street

Email juliecladamson@gmail.com

Merritt Island FL 32953
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

4

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Karen Woodall

Phone 850-321-9386

Address 579 E. Call St.
Street

Email fcfcpj@yahoo.com

Tallahassee, Fl 32301
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing: National Latina Institute for Reproductive Justice

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

4/1/25
Meeting Date

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1288
Bill Number or Topic

Judiciary
Committee

Amendment Barcode (if applicable)

Name H. Joan Waitkevicz MD (Democratic Women's Club of FL) Phone 561-707-3418

Address 2600 N Flagler Dr #207 Email
Street

West Palm Beach FL 33407
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4.1.25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barney Bishop III

Phone 850.510.9922

Address 1454 Vieux Carre
Street

Email Barney@BarneyBishop.com

Tall | FL | 32308
City | State | Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Fla. Smart Justice Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4-1-25
Meeting Date

Judiciary
Committee

1289
Bill Number or Topic

Amendment Barcode (if applicable)

Name Devon Graham

Phone

Address
Street

Email

TLH FL 32309
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Lynda Bell

Phone 786-208-3292

Address 19690 Crow Ln
Street

Email lyndaforlife@bellsouth.net

Tally FL 32310
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Yenimiah Evans - Rise Tallahassee

Phone 321-315-0995

Address 1510 Althea Gibson Way
Street

Email Y.Ruiz.Evans@gmail.com

Tallahassee Florida 32307
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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Meeting Date

Judiciary
Committee

SB1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Karen Jaroch

Phone 202-716-8087

Address 16501 E. Course Dr
Street

Email

Tampa FL 33624
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Heritage Action

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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The Florida Senate

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Judicary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Cindy Skarda Phone 262-949-1868

Address 29157 Cochiti Lake Dr Email

Street

San Antonio Fl. 33576
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

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4/1/25
Meeting Date

Judiciary
Committee

SB 1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Jessica Brasor

Phone 561 815 7881

Address 12031 Corozo Ct
Street

PBG FL 33418
City State Zip

Email jbrasor@gmail.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Kim Elmore

Phone 404-909-6845

Address 5012 Mederas Ave
Street

St Augustine FL 32080
City State Zip

Email dbparkles2@gmail.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☒ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

APPEARANCE RECORD

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4-1-25
Meeting Date

Judiciary
Committee

1288
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barbara DeVane

Phone 850-251-4280

Address 625 E. Brevard St
Street

Email barbaradevane1@yahoo.com

Tallahassee FL 32308
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** **Waive Speaking:** ☐ In Support ☑ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
FL NOW

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/CS/SB 1346
INTRODUCER:	Judiciary Committee; Health Policy Committee; and Senators Polsky and Pizzo
SUBJECT:	Fentanyl Testing
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Looke	Brown	HP	**Fav/CS**
2.	Davis	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Technical Changes

I. Summary:

CS/CS/SB 1346 creates s. 395.1042, F.S., entitled "Gage's Law."[1] The bill requires a hospital or hospital-based off-campus emergency department to test a patient for fentanyl if the patient is receiving emergency services and care[2] for a possible drug overdose or poisoning and the hospital or stand-alone emergency department conducts a urine test to assist in diagnosing the individual. The bill specifies that if the urine test comes back positive for fentanyl, the hospital must perform a confirmation test as defined in s. 440.102(1), F.S.,[3] and retain the results of the urine test and the confirmation test as part of the patient's clinical record.

The bill provides an effective date of July 1, 2025.

[1] Gage's Law is named after Gage Austin Taylor, an Orlando resident who died at 29 from an accidental fentanyl overdose on September 26, 2022. *See* Tina Scott Polsky, Rita Harris file 'Gage's Law' to mandate fentanyl tests in suspected overdose cases, (last visited March 27, 2025).

[2] Section 395.002(9), F.S., defines "emergency services and care" to mean medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an emergency medical condition exists and, if it does, the care, treatment, or surgery by a physician necessary to relieve or eliminate the emergency medical condition, within the service capability of the facility.

[3] Section 440.102, F.S., defines a "confirmation test" to mean a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

II. Present Situation:

Fentanyl

According to the U.S. Drug Enforcement Administration, fentanyl is a synthetic opioid often used to treat patients who have chronic severe pain or experience severe pain after surgery. Fentanyl is a Schedule II controlled substance. It is similar to morphine but approximately 100 times more potent. When prescribed under the supervision of a licensed medical professional, fentanyl has a legitimate medical use to relieve pain. However, even patients who are prescribed fentanyl should be monitored for potential misuse or abuse of the drug.[4]

Illicit fentanyl is primarily manufactured in foreign, clandestine labs and smuggled into the country through Mexico. It is then distributed throughout the nation and sold on the illegal drug market. In order to increase its potency, fentanyl is mixed with other illicit drugs. It may be sold as powders and nasal sprays, but it is often pressed into pills that resemble legitimate prescription opioids. These counterfeit pills, which have no official oversight, often contain lethal doses of fentanyl.[5]

The risk is substantial that illegal drugs are intentionally contaminated with fentanyl. Because fentanyl is highly potent and relatively inexpensive, drug dealers mix fentanyl with other drugs including heroin, methamphetamine, and cocaine, which increases the likelihood of a fatal interaction.[6]

According to the Center for Disease Control, synthetic opioids like fentanyl are the primary cause of overdose deaths in the U.S.[7]

Urine Testing

Illicit drugs that are abused present a common area of interest for screening and urine testing. These five drugs are commonly tested in the United States using a urine screening:

- Cocaine.
- Amphetamines.
- Marijuana.
- Phencyclidine (PCP).
- Opioids.[8]

"Many assays include benzodiazepines as well. In addition to issues with false positives or negatives of the test, the standard urine assay will not screen for some existing illicit drugs. The epidemiology of drug use has shifted over the past 10 years, and there is a higher prevalence of substances such as synthetic cannabinoid, MDMA (ecstasy), and chemical variants of opioids and PCP, which may not be detected by many urine screenings. Other drugs of misuse that are

[4] Facts About Fentanyl, United States Drug Enforcement Administration, *available at* https://www.dea.gov/resources/facts-about-fentanyl (last visited March 27, 2025).
[5] *Id.*
[6] *Id.*
[7] *Id.*
[8]

generally unscreened include ketamine, chloral hydrate, gamma-hydroxybutyrate (GHB), psilocybin, and "bath salts" (cathinones)."[9]

The majority of urine drug screenings do not provide for quantitative testing, therefore, a simple "positive" or "negative" test "result is given if the assay detects substrate."[10]

Serum Testing

Serum tests are used to screen for common, over-the-counter drugs which are often used for intentional overdoses. These serum "tests commonly obtain acetaminophen, aspirin, salicylates, and ethanol. Some extended serum screens include tricyclic antidepressants or barbiturates. Unlike urine screens, these tests are often quantitative and are useful in measuring blood concentrations. Concentrations require interpretation as to the reported times and amounts of ingestion, and often serial concentrations are necessary when the history is lacking or unreliable. While ethanol is detectable in the alcohol screen, other toxic alcohols like methanol, ethylene glycol, and isopropyl alcohol are not detectable."[11]

III. Effect of Proposed Changes:

The bill creates s. 395.1042, F.S., entitled "Gage's Law." The bill requires that any hospital or stand-alone emergency department include fentanyl when testing a patient's urine to assist in diagnosing a suspected overdose or poisoning and while providing emergency services and care.

If the results are positive for fentanyl, the hospital is required to perform a confirmation test as defined in s. 440.102(1), F.S. The bill specifies that the results of the urine test as well as the confirmation test must be preserved in the patient's clinical record for the timeframe required by the hospital's or stand-alone emergency department's clinical recordkeeping practices.

The bill provides an effective date of July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

[9] *Id.*
[10] *Id.*
[11] *Id.*

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

The bill may require individuals or health insurers to incur additional costs for testing a patient for fentanyl.

C. Government Sector Impact:

The bill may require government run hospitals and insurers to incur additional costs for testing a patient for fentanyl.

VI. Technical Deficiencies:

None.

VII. Related Issues:

The bill requires a hospital to conduct a confirmation test for fentanyl under certain circumstances but does not provide a hospital with an exception if the patient refuses the confirmation test and does not provide a timeframe for the test to be conducted. As such, it may be advisable to clarify in the bill under what time frame the confirmation test must be performed as well as the hospital's responsibility should a patient refuse the test.

It may also be advisable to provide the Agency for Health Care Administration (AHCA) with specific rulemaking authority to implement the new section of law in order to give AHCA flexibility to address issues with implementation of the new requirement.

VIII. Statutes Affected:

This bill creates section 395.1042 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Judiciary on April 1, 2025:
The committee substitute makes a technical change for consistency by clarifying that the "confirmation test" required in s. 395.1042(2)(b), F.S., is also a "confirmation test" in s. 395.1042(2)(c), F.S., and not "laboratory and toxicology screenings" as appeared in the prior version of the bill.

CS by Health Policy on March 25, 2025:
The committee substitute removes the requirement for a hospital to perform "laboratory and toxicology screenings" should a patient's urine test positive for fentanyl and replaces it with the requirement to conduct a "confirmation test" as defined in s. 440.102(1), F.S.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

649584

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Polsky) recommended the following:

Senate Amendment (with title amendment)

Delete lines 31 - 32
and insert:
(c) The results of the urine test and the confirmation test must be retained as part of the patient's

================ T I T L E A M E N D M E N T ================
And the title is amended as follows:
Delete line 10
and insert:

649584

results of such tests be retained as

By the Committee on Health Policy; and Senator Polsky

588-02848-25 20251346c1

A bill to be entitled

An act relating to fentanyl testing; creating s. 395.1042, F.S.; providing a short title; requiring hospitals and hospital-based off-campus emergency departments to test for fentanyl as part of any urine testing they conduct to treat individuals for possible drug overdose or poisoning; requiring such facilities to perform a confirmation test if the urine test results are positive for fentanyl; requiring that the results of such tests and screenings be preserved as part of the patient's clinical record in accordance with the facility's current recordkeeping practices; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 395.1042, Florida Statutes, is created to read:

395.1042 Fentanyl testing.—

(1) This section may be cited as "Gage's Law."

(2)(a) If an individual is treated at a hospital or hospital-based off-campus emergency department for emergency services and care for a possible drug overdose or poisoning and the hospital or hospital-based off-campus emergency department conducts a urine test to assist in diagnosing the individual's condition, the hospital must include testing for fentanyl in the urine test.

(b) If the test results are positive for fentanyl, the hospital must perform a confirmation test as defined in s. 440.102(1).

(c) The results of the urine test and the laboratory and toxicology screenings must be preserved as part of the patient's clinical record for the timeframe required by the hospital's or hospital-based off-campus emergency department's current clinical recordkeeping practices.

Section 2. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Appropriations on Transportation, Tourism, and Economic Development, *Vice Chair*
Appropriations
Appropriations on Criminal and Civil Justice
Environment and Natural Resources
Ethics and Elections
Governmental Oversight and Accountability
Judiciary
Joint Administrative Procedures

SELECT COMMITTEE:
Joint Select Committee on Collective Bargaining

SENATOR TINA SCOTT POLSKY
30th District

March 26, 2025

Chairman Clay Yarborough
Committee on Judiciary
515 Knott Building
404 S. Monroe Street
Tallahassee, FL 32399-1100

Chairman Yarborough,

I respectfully request that you place SB 1346, relating to Fentanyl Testing on the agenda of the Committee on Judiciary, at your earliest convenience.

Should you have any questions or concerns, please feel free to contact me or my office. Thank you in advance for your consideration.

Kindest Regards,

Senator Tina S. Polsky
Florida Senate, District 30

cc: Tom Cibula, Staff Director
Lisa Larson, Administrative Assistant

REPLY TO:
- **5301 North Federal Highway, Suite 135, Boca Raton, Florida 33487 (561) 443-8170**
- **220 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5030**

Senate's Website: *www.flsenate.gov*

BEN ALBRITTON
President of the Senate

JASON BRODEUR
President Pro Tempore

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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4/1/25
Meeting Date

JUDICIARY
Committee

SB 1346
Bill Number or Topic

649584
Amendment Barcode (if applicable)

Name ZACH HOOVER

Phone 215 913 0285

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Street

Email zach.hoover@orlandohealth.com

ORLANDO FL 32806
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
ORLANDO HEALTH

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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04/01/2025
Meeting Date

Judiciary
Committee

1346
Bill Number or Topic

Amendment Barcode (if applicable)

Name Bob Cortes

Phone 407-840-3435

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Street

Email bcortes@seminolesheriff.org

Sanford | FL | 32773
City | *State* | *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Seminole County Sheriff's Office

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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April 1, 2025
Meeting Date

Judiciary
Committee

1346
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barney Bishop III

Phone 850-510-9922

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Street

Email Barney@BarneyBishop.com

Tallahassee FL 32308
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Smart Justice Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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JUDICIARY
Committee

SB 1346
Bill Number or Topic

Amendment Barcode (if applicable)

Name ZACH HOOVER

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ORLANDO FL 32806
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☒ I am a registered lobbyist, representing:
ORLANDO HEALTH

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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04/01/2025
Meeting Date

Judiary
Committee

SB 1346
Bill Number or Topic

Amendment Barcode (if applicable)

Name Trenece Robertson

Phone

Address
Street

Email

City State Zip

Speaking: ☒ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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4-1-25
Meeting Date

Judiciary
Committee

1346
Bill Number or Topic

Amendment Barcode (if applicable)

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Orlando FL 32835
City State Zip

Speaking: ☒ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/SB 1666
INTRODUCER:	Commerce and Tourism Committee and Senator Grall
SUBJECT:	Uniform Commercial Code
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Dike	McKay	CM	**Fav/CS**
2.	Collazo	Cibula	JU	**Favorable**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Technical Changes

I. Summary:

CS/SB 1666 substantially amends and creates new sections of Florida's Uniform Commercial Code (UCC) to incorporate financial transactions involving cryptocurrencies and other emerging technologies. The UCC is a comprehensive set of laws governing all commercial transactions in the U.S. These changes revise Florida law to encompass new technologies that do not fit into the current statutory scheme for commercial contracts.

The bill takes effect July 1, 2025.

II. Present Situation:

Uniform Commercial Code

The model Uniform Commercial Code (UCC) was created to provide a uniform set of rules governing commercial contracts and related financial transactions across jurisdictions.[1] Because it is a model code, its provisions must be enacted by individual state legislatures as state statutes to take legal effect within those jurisdictions. Some variation of the UCC has been adopted in every U.S. state, the District of Columbia, Puerto Rico, and the Virgin Islands.[2] The UCC fills in

[1] *See* Uniform Law Commission, *Uniform Commercial Code*, https://www.uniformlaws.org/acts/ucc (last visited Mar. 17, 2025).
[2] Duke University, *Uniform Commercial Code*, at 1, available at https://law.duke.edu/sites/default/files/lib/ucc.pdf (last visited Mar. 24, 2025).

the gaps on issues not otherwise addressed in contracts and focuses on the sales of goods, not services.

Florida's UCC, codified in chs. 670-680, F.S., is divided by subject matter as follows:

- Chapter 670: Fund Transfers
- Chapter 671: General Provisions
- Chapter 672: Sale of Goods
- Chapter 673: Negotiable Instruments
- Chapter 674: Bank Deposits and Collections
- Chapter 675: Letters of Credit
- Chapter 677: Documents of Title
- Chapter 678: Investment Securities
- Chapter 679: Secured Transactions
- Chapter 680: Leases

In 2022, the Uniform Law Commission, which is the organization that sponsors the UCC, developed amendments to the UCC to address financial transactions involving emerging technologies, like cryptocurrencies, blockchains, and non-fungible tokens (NFTs).[3] Article 12 of the UCC addresses "controllable electronic records" or intangible digital assets, making it possible for cryptocurrency to be used in secured transactions.[4] As of August 2024, 24 states have adopted versions of these amendments.[5]

The Florida Bar Business Law Section's Blockchain and Digital Assets Committee and UCC/Bankruptcy Committee (Task Force) evaluated the new amendments to the UCC and proposed changes to Florida's UCC based on them. The Task Force found that Florida law does not have provisions addressing digital assets (it only contemplates money existing in tangible form, such as bills), which can create legal doubt in financial transactions using digital assets.[6] As there are over 10,000 cryptocurrencies in circulation and the market is worth over $1 trillion, there is a growing desire by policymakers to clarify and address certain legal issues associated with the use of cryptocurrencies.[7]

Emerging Technologies

Cryptocurrencies consist of "both the units of stored value and the networks on which they are exchanged."[8] These networks are comprised of unaffiliated participants that download software

[3] There is no one definition for cryptocurrency, but they generally refer to "blockchain-based digital currencies maintained on decentralized networks." Digital assets are intangible and can be anything of value. Paul Tierno, CONG. RSCH. SERV., *Cryptocurrency: Selected Policy Issues*, 7 (Feb. 15, 2023), available at https://crsreports.congress.gov/product/pdf/R/R47425; *see also* ARVIND NARAYANAN ET AL., BITCOIN AND CRYPTOCURRENCY TECHNOLOGIES (Princeton U. Press 2016), available at http://d28rh4a8wq0iu5.cloudfront.net/bitcointech/readings/princeton_bitcoin_book.pdf.
[4] Michael D. Contino, CONG. RSCH. SERV., *Crypto Assets and Property of the Bankruptcy Estate: An Analysis*, 2-3 (Sept. 28, 2022), available at https://crsreports.congress.gov/product/pdf/LSB/LSB10832.
[5] Business Law Section Task Force, *White Paper: Florida's New UCC Article 12: Controllable Electronic Records ("CERs") Supporting Secured Transactions for Digital Assets and the Associated UCC Amendments,* 2 (Aug. 12, 2024).
[6] *Id.*
[7] Tierno, *supra* note 3, at Summary.
[8] Tierno, *supra* note 3, at 3.

to perform transactions, instead of through a central bank that manages ledgers and approved transactions.[9] Cryptocurrencies can consist of digital tokens,[10] which are exchanged across public blockchains that do not require a central intermediary such as a bank.[11] All cryptocurrencies use blockchain technology,[12] which is a digital ledger that records all transactions made in cryptocurrency; accordingly, blockchain technology acts as a kind of public record.[13] Anytime a transaction is entered into the ledger, a member must validate the transaction before it is entered.[14] Due to the novel nature of these financial transactions, there is no framework for the regulation of cryptocurrencies and digital assets, and federal regulators are only beginning to develop comprehensive rules to regulate the industry.[15]

III. Effect of Proposed Changes:

The bill substantially amends and creates new sections of Florida's Uniform Commercial Code (UCC) to incorporate financial transactions involving cryptocurrencies and other emerging technologies. These changes revise Florida law to encompass new technologies that do not fit into the current statutory scheme for commercial contracts.

General Provisions

Section 32 amends s. 671.105, F.S., to prescribe that the chapter on controllable electronic records, s. 669.107, F.S., governs controllable electronic records, and that agreements to the contrary are only effective to the extent permitted by that governing law.

Section 33 amends s. 671.107, F.S., to require "a signed record" instead of "an authenticated record" by an aggrieved party in connection with the discharge of a claim or right arising out of an alleged breach of contract.

Section 34 amends s. 671.201, F.S., to:

---

[9] Tierno, *supra* note 3, at 3-4.
[10] "Bitcoin is the token of the Bitcoin network, ether is the token of the Ethereum network, and so on. All cryptocurrencies are digital tokens." Diego Zuluaga, CATO INST., *Briefing Paper: Should Cryptocurrencies Be Regulated like Securities?*, 2 (Jun. 25, 2018), available at https://www.cato.org/sites/cato.org/files/pubs/pdf/cmfa-briefing-paper-1-updated.pdf.
[11] *Id.* at 2; *see also* Tierno, *supra* note 3, at 4.
[12] There are some off-chain transactions, wherein an intermediary, such as a payment platform, processes and records the transaction. Customers typically have accounts with these intermediaries, who can "hold cryptocurrencies in custody for users, and transactions occur on private ledgers …." Tierno, *supra* note 3, at 14.
[13] "In the context of cryptocurrency, transactions are grouped together in blocks and, once approved, added to the chain of previously approved blocks. According to a National Institute of Standards and Technology report, blockchains "enable a community of users to record transactions in a shared ledger within that community, such that under normal operation of the blockchain network no transaction can be changed once published." Computer scientists define blockchains thus as append-only, which means once published they can be added to but not otherwise amended. This append-only nature of blockchains, also often referred to as immutability, is crucial because system participants, including network nodes and miners, can identify attempted tampering." Tierno, *supra* note 3, at 4 (internal quotations, emphases, and citations omitted); *see also* David W. Perkins, CONG. RSCH. SERV., *Cryptocurrency: The Economics of Money and Selected Policy Issues*, 14-16 (Apr. 9, 2020), available at https://crsreports.congress.gov/product/pdf/R/R45427.
[14] These members, referred to as miners, obtain cryptocurrency in exchange for their efforts in validating the ledger. *Id.*
[15] "Instead, various state and federal financial industry regulators apply existing regulations to cryptocurrencies and digital asset exchanges using legal categories developed for traditional financial products and services. Those rules have primarily been applied through enforcement on a case-by-case basis rather than through rulemaking, meaning firms may operate in violation of rules for extended periods of time before enforcement actions are undertaken." Tierno, *supra* note 3, at 20.

- Redesignate subsections.
- Modify the definitions of "conspicuous," "delivery," "holder," "person," "send," and "sign."
- Add a definition for the term "electronic."

Section 35 amends s. 671.211, F.S., which regulates value, to except regulations governing negotiable instruments and bank collections in ch. 669, F.S., from the scope of the section.

Control of Controllable Electronic Records

Rights in Controllable Accounts or Controllable Electronic Records

Section 6 creates s. 669.104, F.S. The statute provides that in determining whether a purchaser of a controllable account or a controllable payment intangible is a qualifying purchaser,[16] the purchaser obtains control of the account or payment intangible if he or she obtains control of the controllable electronic records that evidences the account or payment intangible.

The bill also establishes:

- Except as otherwise provided, law other than Part I of ch. 669, F.S., determines whether a person acquires a right in a controllable electronic record[17] and the right the person acquires.
- A purchaser of a controllable electronic record acquires all rights in the controllable electronic record that the transferor had, or had power to transfer, to the extent of the interest purchased.
- A qualifying purchaser acquires its rights in the controllable electronic record free of any property right claim in the controllable electronic record.
- Except as otherwise provided, a qualifying purchaser takes a right to payment, performance, or other interest in property evidenced by the controllable electronic record, subject to property right claim in the right to payment, performance, or other interest in property.
- An action may not be asserted against a qualifying purchaser based on both a purchase by the qualifying purchaser of a controllable electronic record and a claim of a property right in another controllable electronic record, regardless of whether the action is in conversion,[18] replevin,[19] constructive trust,[20] equitable lien,[21] or other theory.

---

[16] Under the bill, "qualifying purchaser" means a purchaser of a controllable electronic record or an interest in such, that obtains control of the record for value in good faith, and without notice of a claim of a property right in the record. *See* s. 4 of the bill (codifying s. 669.102(1)(b), F.S., which defines "qualifying purchaser").

[17] Under the bill, "controllable electronic record" means a record stored in an electronic medium that can be subjected to control under s. 669.105, F.S. The term does not include a controllable account, a controllable payment intangible, a deposit account, an electronic copy of a record evidencing chattel paper, an electronic document of title, electronic money, investment property, or a transferable record. See s. 4 of the bill (codifying s. 669.102(1)(a), F.S., which defines "controllable electronic record").

[18] Conversion is an intentional tort that occurs when a party wrongfully takes another's property. *Joe Hand Promotions, Inc. v. Creative Ent., LLC*, 978 F. Supp. 2d 1236, 1241 (M.D. Fla. 2013).

[19] Replevin is a legal action, seeking return of personal property which has been wrongfully taken by the opposing party. *Brown v. Reynolds*, 872 So. 2d 290, 294 (Fla. 2d DCA 2004).

[20] A constructive trust is a trust created by a court as a judicial remedy to restore property to its rightful owner, either when property has been acquired by fraud or it is against principles of equity that someone should retain possession of such property. *Silva v. de la Noval*, 307 So. 3d 131, 134 (Fla. 3d DCA 2020).

[21] An equitable lien is a type of lien, which is a security interest or legal right acquired in another's property, granted by a court as a judicial remedy against certain property. *In re Performance Leasing Corp of Collier Cnty.*, 385 B.R. 317, 325-26 (Bankr. M.D. Fla. 2008).

- The filing of a finance statement under ch. 679, F.S., is not notice of a property right claim in a controllable electronic record.

Control of a Controllable Electronic Record

Section 7 creates s. 669.105, F.S., to specify that a person has control of a controllable electronic record if the electronic record, a record attached to or logically associated with the electronic record, or a system in which the electronic record is recorded:

- Gives the person:
  - Power to avail himself or herself of substantially all the benefits from the electronic record.
  - Exclusive power to prevent others from availing themselves of substantially all the benefit from the electronic record; and transfer control of the electronic record to another person, or cause another person to obtain control of another controllable electronic record, as a result of the transfer of the electronic record.
- Enables the person to identify himself or herself readily in any way including by name, identifying number, cryptographic key, office, or account number, as having the aforementioned powers.

If a person has the above-specified powers, the powers are presumed exclusive. The bill establishes that these powers are exclusive under the preceding subsection even if:

- The controllable electronic record, a record attached to or logically associated with the electronic record, or a system in which the electronic record is recorded limits the use of the electronic record, or has a protocol programmed to cause a change, including a transfer or loss of control or a modification of benefits afforded by the electronic record; or
- The power is shared with another person.

However, the power of a person is not shared with another person under the preceding paragraph, and the person's power is not exclusive, if:

- The person can exercise the power only if the power is also exercised by the other person.
- The other person:
  - Can exercise the power without the exercise of the power by the person.
  - Is the transferor to the person of an interest in the controllable electronic record, controllable account, or controllable payment intangible evidenced by the controllable electronic record.

Additionally, the bill provides that a person has control of a controllable electronic record if another person, other than the transferor to the person of an interest in the controllable electronic record, controllable account, or controllable payment intangible evidenced by the controllable electronic record:

- Has control of the electronic record and acknowledges it has control on behalf of the person; or
- Obtains control of the electronic record after having acknowledged that it will obtain control of the electronic record on behalf of the person.

The bill specifies that a person that has control is not required to acknowledge that he or she has control on behalf of another person, unless the person otherwise agrees, or law other than part I

of ch. 669, F.S., or ch. 679, F.S., provides otherwise. If a person acknowledges that he or she has or will obtain control on behalf of another person, the person does not owe any duty to the other person and is not required to confirm the acknowledgement to anyone.

Discharge of Account Debtor on Controllable Account or Controllable Payment Intangible

Section 8 creates s. 669.106, F.S., to provide that an account debtor on a controllable account or controllable payment intangible may discharge his or her obligation by paying:

- The person having control of the controllable electronic record that evidences the controllable account or controllable payment intangible; or
- A person that formerly had control of the controllable electronic record, except as provided in the following subsection.

Under the bill, the account debtor may not discharge his or her obligation by paying a person that formerly had control of the controllable electronic record, unless the account debtor receives a notification with specified information from the person that formerly had control over the controllable electronic record.

This notification is effective if:

- The account debtor and the person who had control of the controllable electronic record agree in a signed record to a commercially reasonable method by which a person may furnish reasonable proof that control has been transferred.

This notification is ineffective if:

- To the extent an agreement between the account debtor and seller of a payment intangible limits the account debtor's duty to pay a person other than the seller.
- At the option of the account debtor, if the notification notifies the account debtor to divide the payment, provide less than the full amount of an installment, or pay any part of a payment by more than one method or to more than one person.

Further, the bill provides that the person giving notification must also furnish reasonable proof that control of the controllable electronic record has been transferred. A person furnishes reasonable proof if the transferee has the power to:

- Avail himself or herself of substantially all the benefit from the controllable electronic record
- Prevent others from availing themselves of substantially all the benefit from the controllable electronic record.
- Transfer such powers to another person.

Additionally, the bill specifies that this section is subject to law other than Part I of ch. 669, F.S., which establishes a different rule for an account debtor who is an individual and who incurred the obligation primarily for personal, family, or household purposes.

Governing Law

Section 9 creates s. 669.107, F.S., to establish that the local law of a controllable electronic record's jurisdiction governs a matter covered by Part I, ch. 669, F.S. Regarding the discharge of an account debtor under s. 669.106, F.S., local law also governs unless an effective agreement

provides that the local law of another jurisdiction governs. The bill also specifies circumstances in which the law of another jurisdiction applies instead.

Section 11 creates s. 669.501, F.S., which provides a short title for Part II of ch. 669, F.S.: "Uniform Commercial Code-Controllable Electronic Records."

Section 12 creates s. 669.502, F.S., to provide definitions and principles of construction and interpretation applicable to Part II of ch. 669, F.S.

Fund Transfers

Sections 20 and 22-28 amend ss. 670.103, 670.202, 670.203, 670.207, 670.208, 670.21, 670.211, and 67.305, F.S., to revise the definition of "payment order" by replacing "written" with the word "record." Under the bill, agreements related to security procedures and payment orders may be "evidenced by a record" instead of in "writing."

Section 21 amends s. 670.201, F.S., to allow for banks and customers to agree to a security procedure that may impose an obligation on either party to use symbols, sounds, and biometrics when handling payment orders. The bill specifies that requiring a payment order to be sent from a known e-mail address, IP address, or telephone number is not in itself a security procedure.

Sale of Goods

Section 38 amends s. 672.102, F.S., to provide that ch. 672, F.S., does not apply to a transaction that operates only to create a security interest, even if it is in the form of an unconditional contract. The bill also simplifies language establishing that ch. 672, F.S., does not impair or repeal a statute regulating sales to consumers, farmers, or other specified classes of buyers. Additionally, in a hybrid transaction (one for both the sale of goods and services), if the sale-of-goods aspects do not predominate, only the provisions of ch. 672, F.S., that apply primarily to sale-of-goods aspects of the transaction apply. If the sale-of-goods aspects predominate, the chapter applies to the transaction but does not preclude application in appropriate circumstances of other law to aspects of the transaction that do not relate to the sale of goods.

Section 39 amends s. 672.106, F.S., to include the definition of a "hybrid transaction."

Sections 40-44 amend ss. 672.201, 672.202, 672.203, 672.205, and 672.209, F.S., to change references from "written notice" to "notice in a record."

Negotiable Instruments

Section 47 amends s. 673.1041, F.S., to establish that a negotiable instrument[22] may contain statements on governing law or dispute resolution forums concerning the promise or order.

Section 48 amends s. 673.1051, F.S., to revise the definition of "issue." Under the bill, "issue" means either:

[22] The term "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order. Section 673.1041(1), F.S.

- The first delivery of an instrument by the maker or drawer, whether to a holder or nonholder, for the purpose of giving rights on the instrument to any person; or
- If agreed to by the payee, the first transmission by the drawer to the payee of an image of an item and information derived from the item that enables the depositary bank to collect the item under federal law by transferring or presenting an electronic check.

Section 49 amends s. 673.4011, F.S., to eliminate the subsection regulating how a signature may be made on a negotiable instrument. The bill adopts a new term, "signed," which is defined in s. 671.201, F.S., for this purpose.

Section 50 amends s. 673.6041, F.S., to specify that the obligation of a party to pay a check is not discharged solely by the destruction of the check in connection with a specified process that extracts information from the check.

Letters of Credit

Section 53 amends s. 675.104, F.S., to conform the requirements for letters of credit with the new definition of "signed" under the bill.

Section 54 amends s. 675.116, F.S., to conform language in the statute with the new term "record." The bill also provides that a branch of a bank is considered to be located at the address indicated in the branch's undertaking; if more than one address is indicated, the branch is considered to be located at the address from which the undertaking was issued, for the purposes of choice of law and forum.

Documents of Title

Section 57 amends s. 677.106, F.S., to specify that a person has control of an electronic document of title if an authoritative electronic copy of the document, a record attached to or logically associated with the electronic copy, or a system in which the electronic copy is recorded:

- Enables the person to identify each electronic copy as authoritative or non-authoritative.
- Enables the person to identify himself or herself in any way, including name, identifying number, cryptographic key, office, or account number, as the person to which each authoritative electronic copy was issued or transferred.
- Gives the person exclusive power to prevent others from adding or changing the person to which each authoritative electronic copy has been issued or transferred, and to transfer control of each authoritative electronic copy.

The bill also specifies instances in which the power to prevent others from changing the person to which the copy has been issued, or transfer control of an authoritative electronic copy, is exclusive or not. Additionally, the bill provides for situations in which a person can have control over the electronic document of title if another person obtains control on his or her behalf.

Investment Securities

Section 60 amends s. 678.1021, F.S., to add cross-references to the definitions for "controllable account," "controllable electronic record," and "controllable payment intangible" located in other sections of the bill.

Section 61 amends s. 678.1031, F.S., to provide that a controllable account, controllable electronic record, or controllable payment intangible is not a financial asset unless otherwise specified.

Section 62 amends s. 678.1061, F.S., to specify that a purchaser has control over a security entitlement if another person, other than the transferor to the purchaser of an interest in the security entitlement:

- Has control of the security entitlement and acknowledges they have control on behalf of the purchaser; or
- Obtains control of the security entitlement after having acknowledged that it will obtain control of the security entitlement on behalf of the purchaser.

The bill also provides that a person who has control is not required to acknowledge that he or she has control on behalf of a purchaser. If a person acknowledges that he or she has or will obtain control on behalf of a purchaser unless the person otherwise agrees, or law otherwise provides, the person does not owe any duty to the purchaser and is not required to confirm the acknowledgement to any other person.

Section 63 creates s. 678.1101, F.S., to provide that the local law of the issuer's jurisdiction governs certain matters or transactions in specific circumstances.

Section 64 amends s. 678.3031, F.S., to provide that protected purchasers acquire their interest in securities free of any adverse claim.

Secured Transactions

Article 9 of the UCC governs transactions intended to create a security interest in personal property.[23] Chapter 679, F.S., which is Florida's version of article 9, provides for the creation, perfection,[24] priority,[25] and enforcement of security interests. A security interest occurs when an interest in personal property secures payment or performance of an obligation under a contract.[26] The bill conforms ch. 679, F.S., to validate cryptocurrency as personal property that can be used in secured transactions.

Section 67 amends s. 679.1021, F.S., to conform existing definitions to the new statutory scheme for electronic, intangible forms of payment.

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[23] Legal Information Institute, *Secured Transactions*, https://www.law.cornell.edu/wex/Secured_transactions (last visited Mar. 25, 2025).
[24] Perfection is the process by which a secured party gains priority over other parties having claims to the same collateral. *Id.*
[25] Priority refers to the order of preference given to different creditors of a security interest. *Id.*
[26] *Id.*

Section 68 amends s. 679.1041, F.S., to specify that a secured party can have control of a deposit account if another person, other than the debtor, has control of the deposit account and acknowledges this control is on behalf of the secured party.

Control of Electronic Chattel Paper

Section 69 amends 679.1051, F.S., to specify the circumstances under which a purchaser has control of electronic chattel paper.[27] The bill provides that any system employed to evidence the assignment of interests in chattel paper must create, store, and assign the records evidencing the chattel paper in a certain manner for the purchaser to have control. Control is proven when a system has an authoritative electronic copy of the electronic chattel paper permitting the purchaser to readily identify himself or herself in any way, including by name, identifying number, cryptographic key, office, or account number, as the assignee of the authoritative electronic copy. The bill also establishes the circumstances in which such control is exclusive or not.

Control of Electronic Money

Section 70 creates s. 679.1052, F.S., to specify that a person has control of electronic money if:

- The electronic money, a record attached or associated with the electronic money, or a system in which the electronic money is recorded gives the person power to avail himself or herself of the benefit from the electronic money, and exclusive power over the electronic money.
- The electronic money, a record attached or associated with the electronic money, or a system in which the electronic money is recorded enables the person to readily identify himself or herself in any way, including by name, identifying number, cryptographic key, office, or account number.

Under the bill, a person has exclusive power even if the electronic money, record, or system limits the use of the electronic money or has a protocol programmed to cause a change, or if the power is shared with another person. The bill also outlines instances in which a person's power to avail himself or herself of the benefit of the electronic money is or is not exclusive.

Control of Controllable Electronic Record, Controllable Account, or Controllable Payment Intangible

Section 71 creates s. 679.1053, F.S., to mandate that a secured party has control of a controllable electronic record as provided in s. 669.105, F.S. Additionally, a secured party has control of a controllable account or controllable payment intangible if the secured party has control of the controllable electronic record that evidences such control.

[27] Under the bill, "chattel paper" means: 1. A right to payment of a monetary obligation secured by specific goods, if the right to payment and security agreement are evidenced by a record; or 2. A right to payment of a monetary obligation owed by a lessee under a lease agreement with respect to specific goods and a monetary obligation owed by the lessee in connection with the transaction giving rise to the lease, if: a. The right to payment and lease agreement are evidenced by a record; and b. The predominant purpose of the transaction giving rise to the lease was to give the lessee the right to possession and use of the goods. The term does not include a right to payment arising out of a charter or other contract involving the use or hire of a vessel or a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. *See* s. 67 (amending and renumbering the existing definition for same in s. 679.1021, F.S.).

Section 72 creates s. 679.1054, F.S., to provide that acknowledgment is not required when a person has control on behalf of another person under ss. 679.1051-679.1053, F.S. Additionally, if a person has control, he or she is not required to confirm the acknowledgment, nor does he or she owe a duty to the other person.

Attachment and Enforceability of Security Interests

Section 73 amends s. 679.2031, F.S., to conform the statute to the new definition of "signed" and to include new types of collateral categories, such as controllable accounts, controllable electronic records, controllable payment intangibles, electronic documents, electronic money, and chattel paper.

Section 74 amends 679.2041, F.S., to provide that a security interest may attach[28] to consumer goods as proceeds, commingled goods, commercial tort claims, or under an after-acquired property clause under certain statutes.

Section 75 amends s. 679.2071, F.S., to add a reference to newly-created s. 679.1052, F.S., under the bill.

Additional Duties of a Secured Party Having Control of Collateral

Section 76 amends s. 679.2081, F.S., to conform the statute to the new definitions of "record" and "signed" in the bill. Additionally, the bill specifies that when a secured party receives a signed demand by a debtor, the secured party must transfer control to the debtor of:

- An authoritative electronic copy of a record evidencing chattel paper under s. 679.1051, F.S.
- An authoritative electronic copy of an electronic document of title under s. 677.106, F.S.
- Electronic money under s. 679.1052, F.S.
- A controllable electronic record under s. 669.105, F.S.

Duties of a Secured Party if the Account Debtor has been Notified of Assignment

Section 77 amends s. 679.209, F.S., to insert conforming cross-references to s. 679.4061(1), F.S., or s. 669.106(2), F.S., which are statutes requiring notice to an account debtor. The bill also conforms the statute to the new definition of "signed."

Law Governing Perfection and Priority of Security Interests

Section 79 amends s. 679.3011, F.S., to remove chattel paper from a list of tangible forms of money, because chattel paper is now addressed in s. 679.3062, F.S.

Section 80 amends s. 679.3041, F.S., to specify that the local law of a bank's jurisdiction governs perfection and priority of security interests in deposit accounts, even if the transaction does not bear any relation to the bank's jurisdiction.

Section 81 amends s. 679.3051, F.S., to provide that paragraphs (1)(b), (c), and (d) of the section apply to priority and perfection of security interests in investment accounts, even if a transaction

[28] "A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment." Section 679.2031(1), F.S.

does not bear any relation to that jurisdiction. These paragraphs specify which local law governs perfection for security interests in uncertified securities,[29] a security entitlement[30] or securities account,[31] and a commodity contract[32] or commodity account.[33]

Section 82 creates s. 679.3062, F.S., to provide rules to determine the jurisdiction governing perfection and priority of security interests in chattel paper. Under the bill, except as provided, if chattel paper is evidenced only by an authoritative electronic copy of the chattel paper or is evidenced by an authoritative electronic copy and an authoritative tangible copy, the local law of the chattel paper's jurisdiction governs perfection and the priority of a security interest in the chattel paper, even if the transaction does not bear any relation to the chattel paper's jurisdiction.

The bill also provides that:

- If the authoritative electronic copy of the record evidencing chattel paper, or record attached to or associated with the electronic copy, expressly provides a particular jurisdiction for the chattel paper, that jurisdiction's law governs.
- If the above does not apply, the governing law of the chattel paper is determined by the rules of the system in which the authoritative electronic copy is recorded, if those rules specify a particular jurisdiction. This is only for the purposes of s. 679.3061, F.S., the chapter, or the UCC.
- If neither of those provisions apply, then the governing law is determined by the jurisdiction specified in the authoritative electronic copy or record attached to or associated with it.
- If none of the aforementioned provisions apply, the governing law of the chattel paper is determined by the rules of the system in which the authoritative electronic copy is recorded, if those rules specify a particular jurisdiction.
- If none of the aforementioned provisions apply, then the governing law of the chattel paper is determined by the jurisdiction in which the debtor is located.

Additionally, the bill provides that if chattel paper is evidenced by an authoritative tangible copy and not an authoritative electronic copy, the local law of the jurisdiction in which the authoritative tangible copy is located governs:

- Perfection of a security interest in the chattel paper by possession under s. 679.3152, F.S.
- The effect of perfection or nonperfection and the priority of a security interest in the chattel paper.

[29] "Uncertificated security" means a security that is not represented by a certificate. Section 678.1021(1)(r), F.S.
[30] "Security entitlement" means the rights and property interest of an entitlement holder with respect to a financial asset specified in part V, ch. 678, F.S. Section 678.1021(1)(q), F.S.
[31] "Securities account" means an account to which a financial asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset. Section 678.5011(1), F.S.
[32] "Commodity contract" means a commodity futures contract, an option on a commodity futures contract, a commodity option, or another contract if the contract or option is: (1) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to federal commodities laws; or (2) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a commodity intermediary for a commodity customer. Section 679.1021(1)(o), F.S.
[33] "Commodity account" means an account maintained by a commodity intermediary in which a commodity contract is carried for a commodity customer. Section 679.1021(1)(n), F.S.

Finally, the local law of the jurisdiction in which the debtor is located governs perfection of a security interest in chattel paper by filing.

Section 83 creates s. 679.3063, F.S., to specify that the local law of the controllable electronic record's jurisdiction specified in s. 669.107(3)-(4), F.S., governs perfection and priority of security interests in controllable electronic records, controllable electronic accounts, and controllable payment intangibles evidenced by the controllable electronic record.

Additionally, the bill provides that the local law of the jurisdiction in which the debtor is located governs:

- Perfection of a security interest in controllable accounts, controllable electronic records, or controllable payment intangibles by filing.
- Automatic perfection of a security interest in a controllable payment intangible created by the sale of the controllable payment intangible.

Perfection of Security Interests

Section 84 amends s. 679.3101, F.S., to include controllable accounts, controllable electronic records, and controllable payment intangibles as categories that do not require the filing of a financing statement.[34]

Section 85 amends s. 679.3121, F.S., to include controllable accounts, controllable electronic records, controllable payment intangibles, and negotiable instruments as types of security interests that may be perfected by filing. The bill also provides that a security interest in electronic money may be perfected only by control under s. 679.3141, F.S. Additionally, the bill conforms the statute to the new definition of "signed."

Section 86 amends s. 679.3131, F.S., to add negotiable tangible documents and tangible money to the list of security interests that can be perfected by taking possession of the collateral. Additionally, the bill conforms the statute to the new definition of "signed."

Section 87 amends s. 679.3141, F.S., to provide that controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money, investment property, or letter-of-credit rights may be perfected by control of the collateral under s. 679.1052, F.S., s. 679.1053, F.S., and other statutes.

Section 88 creates s. 679.3152, F.S., to specify that a secured party may perfect a security interest in chattel paper by taking possession and obtaining control of each authoritative tangible copy of the record evidencing the chattel paper. The bill also inserts cross-references to other provisions in the chapter that would apply to perfection in this situation.

[34] "Financing statement" means a record or records composed of an initial financing statement and any filed record relating to the initial financing statement. Section 679.1021(1)(mm), F.S.; *see also* Legal Information Institute, *UCC Financing Statement*, https://www.law.cornell.edu/wex/ucc_financing_statement (last visited Mar. 25, 2025) (providing that a financing statement "is a form that creditors file with states in which they have a security interest in a debtor's personal property" and "[t]he financial statement serves a similar purpose as recording a deed for real property: registering debt with a state so other creditors and the government can track legitimate security interests in property.").

Section 89 amends s. 679.3161, F.S., to add chattel paper, controllable accounts, controllable electronic records, and controllable payment intangibles to the list of security interests which remain perfected, even when there is a change in governing law, for a length of time as specified by statute.

Interests that Take Priority Over or Take Free of Security Interest or Agricultural Lien

Section 90 amends s. 679.3171, F.S., to specify the rights of buyers and licensees and identify when they take collateral free of security interests. Under the bill:

- A buyer, other than a secured party, of chattel paper takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and:
  - Receives delivery of each authoritative tangible copy of the record evidencing the chattel paper.
  - Obtains control of each authoritative electronic copy, if each authoritative electronic copy of the record evidencing the chattel paper can be subjected to control under s. 679.1052, F.S.
- A buyer of an electronic document takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of each authoritative electronic copy, if each authoritative electronic copy of the document can be subjected to control under s. 677.106, F.S.
- A buyer of a controllable electronic record takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable electronic record.
- A buyer, other than a secured party, of a controllable account or a controllable payment intangible takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable account or controllable payment intangible.

Priority of Security Interests

Section 91 amends s. 679.323, F.S., to remove references to a buyer in the ordinary course of business as an exception to a buyer or lessee who takes free of a security interest.

Section 93 creates s. 679.3251, F.S., to provide that a security interest in a controllable account, controllable electronic record, or controllable payment intangible held by a secured party having control of the account, electronic record, or payment intangible has priority over a conflicting security interest held by a secured party that does not have control.

Section 94 amends s. 679.330, F.S., to specify the requirements for a purchaser of chattel paper or instruments[35] to have priority over other security interests based on the purchaser's possession of the authoritative copies of the record evidencing chattel paper.

[35] "Instrument" means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in the ordinary course of business is transferred by delivery with any necessary indorsement or assignment. The term does not include investment property, letters of credit, or writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. Section 679.1021(1)(uu), F.S.

Section 95 amends s. 679.331, F.S., to provide that ch. 679, F.S., does not limit the rights of a qualifying purchaser of a controllable account, controllable electronic record, or controllable payment intangible. Under the bill, this purchaser takes priority over an earlier security interest, even if perfected, to the extent provided in ch. 669, F.S.

Section 96 amends s. 679.332, F.S., to provide that:

- A transferee of tangible money takes free of a security interest if the transferee receives possession of the money without acting in collusion with the debtor in violating the rights of the secured party.
- A transferee of funds from a deposit account takes free of a security interest in the deposit account if the transferee receives the funds without acting in collusion with the debtor in violating the rights of the secured party.
- A transferee of electronic money takes the money free of a security interest if the transferee obtains control of the money without acting in collusion with the debtor in violating the rights of the secured party.

Rights of Third Parties

Section 99 amends s. 679.4061, F.S., to conform the statute to the new definition of "signed." The bill also clarifies that the term "promissory note" includes a negotiable instrument that evidences chattel paper for purposes of subsection (4). The bill also creates a new subsection to clarify that subsections (1)-(3) and (7) do not apply to a controllable account or controllable payment intangible.

Section 100 amends s. 679.4081, F.S., to clarify that for the purposes of this section, the term "promissory note" includes a negotiable instrument that evidences chattel paper.

Default

Section 103 amends s. 679.601, F.S., to add references to newly created statutes under the bill.

Section 105 amends s. 679.605, F.S., to mandate that a secured party owes a duty to a debtor or obligor under certain circumstances when a controllable account, controllable electronic record, or controllable payment intangible is perfected by control.

Sections 108 and 109 amend ss. 679.613 and 679.614, F.S., to change the forms required for notification of the disposition of collateral and the sale of property, respectively, and providing instructions on how to use the forms. Secured parties are required to notify debtors if they dispose of collateral or sell property.

Section 117 amends s. 679.628, F.S., to provide that certain limitations on liability of secured parties do not apply if, at the time the secured party obtains control of collateral that is a controllable account, controllable electronic record, or controllable payment intangible, or at the time the security interest attaches to the collateral, whichever is later:

- The person is a debtor of obligor.
- The secured party knows that the information listed in subsection (2)(a) is not provided by the collateral, a record attached to or logically associated with the collateral, or the system in which the collateral is recorded.

Leases

Section 121 amends s. 680.1021, F.S., to clarify the scope of ch. 680, F.S., as it applies to hybrid leases.[36] If the lease-of-goods aspects do not predominate:

- Only the provisions of the chapter that relate primarily to the lease-of-goods aspects of the transaction apply, and the provisions that relate primarily to the transaction as a whole do not apply.
- Section 608.209, F.S., applies if the lease is a finance lease.
- Section 608.407, F.S., applies to the promises of the lessee in a finance lease to the extent the promises are consideration for the right to possession and use of the leased goods.

Under the bill, if the lease-of-goods aspects predominate, the chapter applies to the transaction but does not preclude application in appropriate circumstances of other law to aspects of the lease that do not relate to the lease of goods.

Section 122 amends s. 680.1031, F.S., to provide the definition of a hybrid lease, and to make internal references in the index conform to the bill.

Transitional Provisions, Savings Clauses, and Effectiveness of Contracts

Section 10 creates Part II of ch. 669, F.S., entitled "Transitional Provisions."

Section 29 creates Part VI of ch. 670, F.S., entitled "Transitional Provisions."

Section 30 creates s. 670.601, F.S., to specify that, except as otherwise provided, a transaction entered into before July 1, 2025, and the rights, duties, and interests flowing from the transaction remain valid after that date. Also, the transaction may be terminated, completed, consummated, or enforced as required or permitted by law other than the UCC, or if applicable, the UCC, as if the bill had not taken effect.

Section 36 creates Part IV of ch. 671, F.S., entitled "Transitional Provisions."

Section 37 creates s. 671.401, F.S., to provide that, except as otherwise provided, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid after that date. Also, the transaction may be terminated, completed, consummated, or enforced as required or permitted by law other than the UCC, or if applicable, the UCC as if the bill had not taken effect.

Section 45 creates Part VIII of ch. 672, F.S., entitled "Transitional Provisions."

Section 51 creates Part VII of ch. 673, F.S., entitled "Transitional Provisions."

[36] "Lease" means a transfer of the right to possession and use of goods for a term in return for consideration, but a sale, including a sale on approval or a sale or return, or retention or creation of a security interest is not a lease. Unless the context clearly indicates otherwise, the term includes a sublease. Section 680.1031(1)(j), F.S. Under the bill, a "hybrid lease" means a single transaction involving a lease of goods and either (1) the provision of services, (2) the sale of other goods, or (3) a sale, lease, or license of property other than goods. *See* s. 122 (adding the definition of "hybrid lease" to s. 680.1031(1), F.S.).

Section 58 creates Part VIII of ch. 677, F.S., entitled "Transitional Provisions."

Section 65 creates Part VI of ch. 678, F.S., entitled "Transitional Provisions."

Section 118 creates Part IX of ch. 679, F.S., entitled "Transitional Provisions."

Section 129 creates Part VI of ch. 680, F.S., entitled "Transitional Provisions."

Savings Clause for General Transitional Purposes

Sections 13, 37, 46, 52, 55, 59, 66, 119, and 130 create ss. 669.601, 671.401, 672.801, 673.702, 675.119, 677.701, 678.601, 679.901, and 680.601, F.S., all of which provide that, except as specified, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from the transaction remain valid after that date. Also, the transaction may be terminated, completed, consummated, or enforced as required or permitted by law other than the UCC, or if applicable, the UCC as if the bill had not taken effect.

Savings Clause for Transitional Provisions for Chapters 669 and 679

Section 14 creates s. 669.701, F.S., to provide that:

- Except as specified, ch. 679, F.S., as it existed on July 1, 2025, and Article 12 apply to a transaction, lien, or other interest in property, even if the transaction, lien, or interest was entered into, created, or acquired before July 1, 2025.
- Except as specified, both of the following apply:
  - A transaction, lien, or interest in property that was validly entered into, created, or transferred before July 1, 2025, and was not governed by the UCC but would be subject to ch. 679, F.S., as it existed on July 1, 2025, or Article 12 if it had been entered into, created, or transferred on or after July 1, 2025, including the rights, duties, and interests flowing from the transaction, lien, or interest, remains valid on and after July 1, 2025.
  - The transaction, lien, or interest may be terminated, completed, consummated, and enforced as required or permitted by the bill, or by the law that would apply if the bill had not taken effect.
- The bill does not affect an action, case, or proceeding commenced before July 1, 2025.

Security Interests Perfected Before the Effective Date

Section 15 creates s. 669.702, F.S., to establish that a security interest[37] that is enforceable and perfected immediately before July 1, 2025, is a perfected security interest under the bill if, on July 1, 2025, the requirements for enforceability and perfection[38] under the bill have been satisfied. Additionally, if a security interest is enforceable and perfected immediately before July 1, 2025, but the requirements for perfection have not been satisfied by that date, the security interest:

[37] A security interest means an interest in personal property or fixtures which secures payment or performance of an obligation. Section 671.201(39), F.S.

[38] Perfection is the process by which a security interest becomes legally enforceable, typically through filing, possession, or control as set out by statute. Legal Information Institute, *Perfected*, https://www.law.cornell.edu/wex/perfected (last visited Mar. 25, 2025).

- Is a perfected security interest until the earlier of the time perfection would have ceased under the law in effect immediately before July 1, 2025, or the adjustment date.
- Remains enforceable after that date only if the security interest satisfies the requirements for enforceability under s. 679.2031, as it existed on July 1, 2025, before the adjustment date.
- Remains perfected after that date only if the requirements for perfection under the bill have been satisfied immediately before July 1, 2025.

Security Interest Unperfected Before the Effective Date

Section 16 creates s. 669.703, F.S., to provide that if a security interest which is enforceable immediately before July 1, 2025, but is unperfected at that time:

- Remains an enforceable security interest until the adjustment date.
- Remains enforceable after that date if the security interest becomes enforceable under s. 679.2031, F.S., as amended by this bill on July 1, 2025, or before the adjustment date.
- Becomes perfected:
  - Without further action, on July 1, 2025, if the requirements for perfection under the bill have been satisfied before or at that time; or
  - When the requirements for perfection have been satisfied, if the requirements are satisfied after that time.

Effectiveness of Actions Taken Before Effective Date

Section 17 creates s. 669.704, F.S., to provide that if action, other than the filing of a financing statement, is taken before July 1, 2025, and the action would have resulted in perfection of the security interest had the security interest become enforceable before July 1, 2025, the action is effective to perfect a security interest that attaches under the bill before the adjustment date. An attached security interest becomes unperfected on the adjustment date unless the security interest becomes a perfected security interest under the bill before the adjustment date.

Additionally, the filing of a financing statement before July 1, 2025, is effective to perfect a security interest on July 1, 2025, to the extent the filing would satisfy the requirements for perfection under the bill.

Finally, action taken before July 1, 2025, is sufficient for the enforceability of a security interest on July 1, 2025, if the action would satisfy the requirements for enforceability under the bill.

Priority

Section 18 creates s. 669.705, F.S., to regulate the priority of conflicting claims to collateral. If the priority of claims to collateral was established before July 1, 2025, ch. 679, F.S., as in effect before July 1, 2025, determines priority. On the adjustment date, to the extent the priorities determined by ch. 679, F.S., as amended by the bill, modify the priorities established before July 1, 2025, the priorities of claims to Article 12 property and electronic money established before July 1, 2025, cease to apply.

Priority of Claims when Priority Rules of Chapter 679 do Not Apply

Section 19 creates s. 669.706, F.S., to establish that Article 12 determines the priority of conflicting claims to Article 12 property when the priority rules of ch. 679, F.S., do not apply.

However, when the priority rules of ch. 679, F.S., do not apply, and the priorities of claims to Article 12 property were established prior to July 1, 2025, law other than Article 12 determines priority. When the priority rules of ch. 679, F.S., as amended by this bill do not apply, to the extent the priorities determined by the bill modify the priorities established before July 1, 2025, the priorities of claims to Article 12 property established before July 1, 2025, cease to apply on the adjustment date.

Other Provisions

Section 1 directs the Division of Law Revision to create ch. 669, F.S., entitled "Uniform Commercial Code: Controllable Electronic Records and Transitional Provisions."

Section 2 creates Part I of ch. 669, F.S., entitled "Controllable Electronic Records."

Section 3 provides a short title for Part I of ch. 669, F.S.: "Uniform Commercial Code-Controllable Electronic Records."

Section 4 creates s. 669.102, F.S., which provides definitions for Part I of ch. 669, F.S.

Section 5 creates s. 669.103, F.S., to provide that if there is a conflict between Part I of ch. 669, F.S., and ch. 679, F.S., that ch. 679, F.S., will govern.

Section 31 amends s. 671.101, F.S., to allow the UCC to be cited as the "code."

Sections 56, 78, 92, 97, 98, 101, 102, 104, 106, 107, 110-116, and 123-128 amend ss. 677.102, 679.210, 679.324, 679.341, 679.4041, 679.509, 679.513, 679.604, 679.608, 679.611, 679.615, 679.616, 679.619, 679.620, 679.621, 679.624, 679.625, 680.1071, 680.201, 680.202, 680.203, 680.205, and 680.208, F.S., to conform those statutes to the new definitions of "record" and "signed."

Section 120 creates s. 679.902, F.S., to provide that, effective July 1, 2025, ch. 679, F.S., is deemed amended by the bill, including the transitional provisions for chs. 669 and 679, F.S., as amended by the bill and as provided in Part II of ch. 669, F.S.

Sections 131-137 amend ss. 55.205, 319.27, 328.0015, 517.061, 559.9232, 563.022, and 668.50 F.S., to update internal references to statutes amended by the bill.

Sections 138-163 reenact ss. 655.55, 685.101, 90.953, 673.1061, 673.1151, 673.1031, 673.6051, 679.3061, 675.103, 674.2101, 675.1181, 679.1101, 672.103, 674.104, 678.5101, 679.1061, 679.328, 679.327, 679.1091, 679.709, 679.602, 679.329, 679.320, 727.109, 680.307, 679.626, F.S., respectively, for the purpose of incorporating the amendments made under the bill.

Effective Date

Section 164 provides an effective date of July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

By incorporating cryptocurrencies and other emerging technologies into the UCC, the bill may facilitate an increase in transactions using them.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 670.103, 670.201, 670.202, 670.203, 670.207, 670.208, 670.21, 670.211, 670.305, 671.101, 671.105, 671.107, 671.201, 671.211, 672.102, 672.106, 672.201, 672.202, 672.203, 672.205, 672.209, 673.1041,

673.1051, 673.4011, 673.6041, 675.104, 675.116, 677.102, 677.106, 678.1021, 678.1031, 678.1061, 678.1101, 678.3031, 679.1021, 679.1041, 679.1051, 679.2031, 679.2041, 679.2071, 679.2081, 679.209, 679.210, 679.3011, 679.3041, 679.3051, 679.3101, 679.3121, 679.3131, 679.3141, 679.3161, 679.3171, 679.323, 679.324, 679.3251, 679.330, 679.331, 679.332, 679.341, 679.4041, 679.4061, 679.4081, 679.509, 679.513, 679.601, 679.604, 679.605, 679.608, 679.611, 679.613, 679.614, 679.615, 679.616, 679.619, 679.620, 679.621, 679.624, 679.625, 679.628, 680.1021, 680.1031, 680.1071, 680.201, 680.202, 680.203, 680.208, 55.205, 319.27, 328.0015, 517.061, 559.9232, 563.022, 668.50, 655.55, 685.101, 90.953, 673.1061, 673.1151, 673.1031, 673.6051, 679.3061, 675.103, 674.2101, 675.1181, 679.1101, 672.103, 674.104, 678.5101, 679.1061, 679.328, 679.327, 679.1091, 679.709, 679.602, 679.329, 679.320, 727.109, 680.307, 679.626.

This bill creates the following sections of the Florida Statutes: 669.101, 669.107, 669.102, 669.103, 669.104, 669.105, 669.106, 669.501, 669.706, 669.502, 669.601, 669.701, 669.702, 669.703, 669.704, 669.705, 670.601, 671.401, 672.801, 673.702, 675.119, 677.701, 678.601, 679.1052, 679.1053, 679.1054, 679.3062, 679.3063, 679.3152, 679.901, 679.902, 680.601.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Commerce and Tourism Committee on March 17, 2025:
The committee substitute makes technical changes to the bill to correct drafting errors.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By the Committee on Commerce and Tourism; and Senator Grall

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A bill to be entitled

An act relating to the Uniform Commercial Code; providing a directive to the Division of Law Revision; creating part I of ch. 669, F.S., relating to controllable electronic records; creating s. 669.101, F.S.; providing a short title; creating s. 669.102, F.S.; defining terms; providing construction; creating s. 669.103, F.S.; providing construction; creating s. 669.104, F.S.; providing applicability; specifying when a purchaser of a controllable account or controllable payment intangible is a qualifying purchaser; specifying rights acquired relating to controllable electronic records; prohibiting actions from being asserted against qualifying purchasers under certain circumstances; specifying that filing a certain financial statement is not notice of a claim of a property right in a controllable electronic record; creating s. 669.105, F.S.; specifying when a person has control of a controllable electronic record; providing when a person's power relating to controllable electronic records is or is not exclusive; providing that a person who has control of a controllable electronic record is not required to acknowledge such control; specifying that a person that acknowledges control of a controllable electronic record does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person; creating s. 669.106, F.S.; authorizing account debtors on a controllable account or

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controllable payment intangible to discharge obligations under certain circumstances; providing requirements for such discharge; prohibiting account debtors from waiving or varying certain rights and options; providing construction; creating s. 669.107, F.S.; specifying the governing laws and jurisdictions relating to controllable electronic records; creating part II of ch. 669, F.S., relating to transitional provisions; creating s. 669.501, F.S.; providing a short title; creating s. 669.502, F.S.; defining terms; creating ss. 669.601 and 669.701, F.S.; providing saving clauses for certain transactions; providing applicability; providing construction; creating s. 669.702, F.S.; specifying requirements for perfecting security interests that are enforceable and perfected before a specified date; creating s. 669.703, F.S.; specifying requirements for security interests that were unperfected before a specified date; creating s. 669.704, F.S.; specifying the effectiveness of certain actions relating to security interests taken before a specified date; creating ss. 669.705 and 669.706, F.S.; providing priority for conflicting claims to collateral; amending s. 670.103, F.S.; revising the definition of the term "payment order"; amending s. 670.201, F.S.; revising authorizations and requirements relating to security procedures; amending s. 670.202, F.S.; revising the circumstances under which payment orders received by banks are effective as the order of a customer; making

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

technical changes; amending s. 670.203, F.S.; revising rules that apply to payment orders that are not authorized orders of certain customers; amending ss. 670.207, 670.208, 670.21, and 670.211, F.S.; making technical changes; amending s. 670.305, F.S.; revising liability requirements relating to payment orders; creating part VI of ch. 670, F.S., relating to transitional provisions; creating s. 670.601, F.S.; providing applicability; amending s. 671.101, F.S.; making technical changes; amending s. 671.105, F.S.; revising applicability; amending s. 671.107, F.S.; making a technical change; amending s. 671.201, F.S.; revising definitions; defining terms; amending s. 671.211, F.S.; conforming a cross-reference; creating part IV of ch. 671, F.S., relating to transitional provisions; creating s. 671.401, F.S.; providing applicability; amending s. 672.102, F.S.; revising applicability; amending s. 672.106, F.S.; defining the term "hybrid transaction"; making technical changes; amending ss. 672.201, 672.202, 672.203, and 672.205, F.S.; making technical changes; amending s. 672.209, F.S.; revising a prohibition on modifying or rescinding a signed agreement that excludes modification or rescission; creating part VIII of ch. 672, F.S., relating to transitional provisions; creating s. 672.801, F.S.; providing applicability; amending s. 673.1041, F.S.; revising the definition of the term "negotiable instrument"; amending s. 673.1051, F.S.; revising the definition of the term

"issue"; amending s. 673.4011, F.S.; conforming provisions to changes made by the act; amending s. 673.6041, F.S.; specifying that the obligation of a party to pay a check is not discharged solely by destruction of the check in connection with a specified process; creating part VII of ch. 673, F.S., relating to transitional provisions; creating s. 673.702, F.S.; providing applicability; amending s. 675.104, F.S.; conforming provisions to changes made by the act; amending s. 675.116, F.S.; providing that a branch of a bank is considered to be located at the address indicated in the branch's undertaking or, if more than one address is indicated, the address from which the undertaking was issued; making technical changes; creating s. 675.119, F.S.; providing applicability; amending s. 677.102, F.S.; deleting definitions of the terms "record" and "sign"; amending s. 677.106, F.S.; specifying when a system satisfies certain requirements and a person has control of an electronic document of title; specifying when certain powers are or are not exclusive; providing that a person that has control of an electronic document or title does not need to acknowledge that it has control on behalf of another person; specifying that a person does not owe any duty to another person under certain circumstances; creating part VII of ch. 677, F.S., related to transitional provisions; creating s. 677.701, F.S.; providing applicability; amending s. 678.1021, F.S.; revising definitions; revising the

applicability of definitions; amending s. 678.1031, F.S.; specifying that a controllable account, controllable electronic record, or controllable payment intangible is not a financial asset under certain circumstances; conforming a cross-reference; amending s. 678.1061, F.S.; revising the circumstances under which purchasers have control of security entitlements; specifying that a person that has such control is not required to acknowledge such control on behalf of a purchaser; specifying that certain persons do not owe any duty to purchasers and are not required to confirm certain acknowledgment under certain circumstances; amending s. 678.1101, F.S.; providing applicability; amending s. 678.3031, F.S; specifying that protected purchasers acquire interest in a security free of any adverse claim; creating part VI of ch. 678, F.S., relating to transitional provisions; creating s. 678.601, F.S.; providing applicability; amending s. 679.1021, F.S.; defining terms; revising and deleting definitions; revising the applicability of definitions; amending s. 679.1041, F.S.; revising the circumstances under which a secured party has control of a deposit account; making a technical change; amending s. 679.1051, F.S.; revising when a person has control of electronic chattel paper; specifying when power of such control is or is not exclusive; creating s. 679.1052, F.S.; specifying when a person has control of electronic money; specifying when power of such control is or is not exclusive;

creating s. 679.1053, F.S.; specifying when a person has control of controllable electronic records, controllable accounts, or controllable payment intangibles; creating s. 679.1054, F.S.; providing that specified persons with certain control are not required to acknowledge such control; specifying that such persons do not owe any duty to certain persons and are not required to confirm acknowledgment to any other person; amending s. 679.2031, F.S.; revising the circumstances under which a security interest is enforceable against a debtor and third parties; conforming provisions to changes made by the act; amending s. 679.2041, F.S.; revising the circumstances under which a security interest does not attach under a term constituting an after-acquired property clause; amending s. 679.2071, F.S.; conforming a provision to changes made by the act; amending s. 679.2081, F.S.; revising duties relating to secured parties having control of collateral; amending s. 679.209, F.S.; revising duties relating to secured parties if an account debtor has been notified of an assignment; revising cross-references; amending s. 679.210, F.S.; conforming provisions to changes made by the act; amending s. 679.3011, F.S.; revising requirements relating to laws governing perfection and priority of security interests; revising a cross-reference; amending s. 679.3041, F.S.; specifying that the local law of a bank’s jurisdiction governs even if a transaction does not bear any relation to the bank’s

jurisdiction; amending s. 679.3051, F.S.; revising applicability; creating s. 679.3062, F.S.; specifying which laws govern the perfection and priority of security interests in chattel paper; creating s. 679.3063, F.S.; specifying which laws govern the perfection and priority of security interests in controllable accounts, controllable electronic records, and controllable payment intangibles; amending s. 679.3101, F.S.; revising the circumstances under which the filing of a financing statement is not necessary to perfect a security interest; amending s. 679.3121, F.S.; providing requirements for perfecting a security interest in controllable accounts, controllable electronic records, and controllable payment intangibles; amending s. 679.3131, F.S.; conforming provisions to changes made by the act; amending s. 679.3141, F.S.; revising requirements for perfection by control; creating s. 679.3152, F.S.; providing requirements for perfecting a security interest in chattel paper by possession and control; amending s. 679.3161, F.S.; revising requirements relating to maintaining perfection of security interests following a change in governing law; revising cross-references; amending s. 679.3171, F.S.; revising the circumstances under which persons take free of a security interest or agricultural lien; amending s. 679.323, F.S.; revising the circumstances under which a buyer or lessee of goods takes free of a security interest or leasehold; amending s. 679.324,

F.S.; conforming provisions to changes made by the act; creating s. 679.3251, F.S.; specifying that certain security interests in controllable accounts, controllable electronic records, or controllable payment intangibles have priority over conflicting security interests; amending s. 679.330, F.S.; revising the circumstances under which purchasers of chattel paper have priority over certain security interests in the chattel paper; revising applicability; making a technical change; amending s. 679.331, F.S.; revising construction; amending s. 679.332, F.S.; revising the circumstances under which a transferee takes money or funds free of a security interest; amending ss. 679.341 and 679.4041, F.S.; conforming provisions to changes made by the act; amending s. 679.4061, F.S.; defining the term "promissory note"; conforming provisions to changes made by the act; revising applicability; amending s. 679.4081, F.S.; defining the term "promissory note"; amending ss. 679.509, 679.513, 679.601, and 679.604, F.S.; conforming provisions to changes made by the act; amending s. 679.605, F.S.; specifying when a secured party owes a duty to a person based on the party's status as a secured party; amending ss. 679.608 and 679.611, F.S.; conforming provisions to changes made by the act; making technical changes; amending s. 679.613, F.S.; revising the form for notification of the disposition of collateral; providing requirements relating to such form; amending

s. 679.614, F.S.; revising form requirements for notice of a plan to sell property; providing requirements relating to such form; amending ss. 679.615, 679.616, 679.619, 679.620, 679.621, 679.624, and 679.625, F.S.; conforming provisions to changes made by the act; amending s. 679.628, F.S.; providing applicability; creating part IX of ch. 679, F.S., relating to transitional provisions; creating ss. 679.901 and 679.902, F.S.; providing construction; amending s. 680.1021, F.S.; revising applicability; amending s. 680.1031, F.S.; defining the term "hybrid lease"; conforming cross-references; amending ss. 680.1071, 680.201, 680.202, 680.203, 680.205, and 680.208, F.S.; conforming provisions to changes made by the act; creating part VI of ch. 680, F.S., relating to transitional provisions; creating s. 680.601, F.S.; providing applicability; amending ss. 55.205, 319.27, 328.0015, 517.061, 559.9232, 563.022, and 668.50, F.S.; conforming cross-references; reenacting ss. 655.55(1) and (2) and 685.101(2), F.S., relating to law applicable to deposits in and contracts relating to extensions of credit by a deposit or lending institution located in this state and choice of law, respectively, to incorporate the amendment made to s. 671.105, F.S., in references thereto; reenacting ss. 90.953(1), 673.1061(1), (3), and (4), and 673.1151(2), F.S., relating to admissibility of duplicates, unconditional promise or order, and incomplete instruments, respectively, to

incorporate the amendment made to s. 673.1041, F.S., in references thereto; reenacting s. 673.6051(2), F.S., relating to discharge of indorsers and accommodation parties, to incorporate the amendment made to s. 673.6041, F.S., in a reference thereto; reenacting s. 673.1031(2), F.S., relating to definitions, to incorporate the amendments made to ss. 673.1041 and 673.1051, F.S., in references thereto; reenacting s. 675.103(1)(j), F.S., relating to definitions, to incorporate the amendment made to s. 675.104, F.S., in a reference thereto; reenacting s. 679.3061(2), F.S., relating to law governing perfection and priority of security interests in letter-of-credit rights, to incorporate the amendment made to s. 675.116, F.S., in a reference thereto; reenacting ss. 672.103(3) and 674.104(3), F.S., relating to definitions and index of definitions, to incorporate the amendment made to s. 677.106, F.S., in references thereto; reenacting ss. 678.5101(3) and 679.1061(1), F.S., relating to rights of purchaser of security entitlement from entitlement holder and control of investment property, respectively, to incorporate the amendment made to s. 678.1061, F.S., in references thereto; reenacting ss. 674.2101(3), 675.1181(2), and 679.1101, F.S., relating to security interest of collecting bank in items, accompanying documents, and proceeds; security interest of issuer or nominated person; and security interests arising under ch. 672, F.S., or ch. 680, F.S., respectively,

to incorporate the amendment made to s. 679.2031, F.S., in references thereto; reenacting s. 679.709(2), F.S., relating to priority, to incorporate the amendment made to s. 679.2031, F.S., in a reference thereto; reenacting s. 679.602(2), F.S., relating to waiver and variance of rights and duties, to incorporate the amendment made to s. 679.210, F.S., in a reference thereto; reenacting s. 679.329(2), F.S., relating to priority of security interests in deposit account and priority of security interests in letter-of-credit right, respectively, to incorporate the amendment made to s. 679.3141, F.S., in a reference thereto; reenacting s. 679.320(3), F.S., relating to buyer of goods, to incorporate the amendment made to s. 679.3161, F.S., in a reference thereto; reenacting s. 727.109(8)(b), F.S., relating to power of the court, to incorporate the amendment made to s. 679.3171, F.S., in a reference thereto; reenacting s. 680.307(3), F.S., relating to priority of liens arising by attachment or levy on, security interests in, and other claims to goods, to incorporate the amendments made to ss. 679.3171 and 679.323, F.S., in references thereto; reenacting s. 679.328(2), (5), and (7), F.S., relating to priority of security interests in investment property, to incorporate the amendments made to ss. 678.1061, 679.3131, 679.3141, and 679.323, F.S., in references thereto; reenacting s. 679.327(1) and (2), F.S., relating to priority of security interests in deposit account, to incorporate the

amendments made to ss. 679.1041 and 679.3141, F.S., in references thereto; reenacting s. 679.1091(4), F.S., relating to scope, to incorporate the amendments made to ss. 679.2031 and 679.4041, F.S., in references thereto; reenacting s. 679.626(3), F.S., relating to action in which deficiency or surplus is in issue, to incorporate the amendment made to s. 679.628, F.S., in a reference thereto; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The Division of Law Revision is directed to create chapter 669, Florida Statutes, to be entitled "Uniform Commercial Code: Controllable Electronic Records and Transitional Provisions."

Section 2. Part I of chapter 669, Florida Statutes, consisting of ss. 669.101-669.107, Florida Statutes, is created and entitled "Controllable Electronic Records."

Section 3. Section 669.101, Florida Statutes, is created to read:

669.101 Short title.—This part may be cited as "Uniform Commercial Code—Controllable Electronic Records."

Section 4. Section 669.102, Florida Statutes, is created to read:

669.102 Definitions.—

(1) As used in this part, the term:

(a) "Controllable electronic record" means a record in an electronic medium, subject to control under s. 669.105. The term does not include a controllable account, a controllable payment

intangible, a deposit account, an electronic chattel paper, an electronic document of title, electronic money, investment property, or a transferable record.

(b) "Qualifying purchaser" means a purchaser of a controllable electronic record or an interest in a controllable electronic record which obtains control of the controllable electronic record for value, in good faith, and without notice of a claim of a property right in the controllable electronic record.

(c) "Transferable record" has the same meaning as provided in:

1. Section 201(a)(1) of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. s. 7021(a)(1); or

2. Section 668.50(16)(a).

(d) "Value" has the meaning provided in s. 673.3031(1), as if references in that subsection to an "instrument" were references to a controllable account, controllable electronic record, or controllable payment intangible. A controllable electronic record is subject to control as specified in s. 669.105.

(2) The definitions in s. 679.1021 for the terms "account debtor," "chattel paper," "controllable account," "controllable payment intangible," "deposit account," "electronic money," and "investment property" apply to this part.

(3) Chapter 671 contains general definitions and principles of construction and interpretation applicable throughout this part.

Section 5. Section 669.103, Florida Statutes, is created to read:

669.103 Relation to chapter 679 and consumer laws.—

(1) If there is conflict between this part and chapter 679, chapter 679 governs.

(2) A transaction subject to this part is subject to any applicable rule of law that establishes a different rule for consumers; any other law or regulation that regulates the rates, charges, agreements, and practices for loans, credit sales, or other extensions of credit; and chapter 501.

Section 6. Section 669.104, Florida Statutes, is created to read:

669.104 Rights in controllable account, controllable electronic record, and controllable payment intangible.—

(1) This section applies to the acquisition and purchase of rights in a controllable account or controllable payment intangible, including the rights and benefits under subsections (3), (4), (5), (7), and (8) of a purchaser and qualifying purchaser, in the same manner in which this section applies to a controllable electronic record.

(2) In determining whether a purchaser of a controllable account or a controllable payment intangible is a qualifying purchaser, the purchaser obtains control of the account or payment intangible if it obtains control of the controllable electronic record that evidences the account or payment intangible.

(3) Except as provided in this section, law other than this part determines whether a person acquires a right in a controllable electronic record and the right that the person acquires.

(4) A purchaser of a controllable electronic record

acquires all rights in the controllable electronic record which the transferor had, or had power to transfer, except that a purchaser of a limited interest in a controllable electronic record acquires rights only to the extent of the interest purchased.

(5) A qualifying purchaser acquires its rights in the controllable electronic record free of a claim of a property right in the controllable electronic record.

(6) Except as provided in subsections (1) and (5) for a controllable account and a controllable payment intangible or in law other than this part, a qualifying purchaser takes a right to payment, right to performance, or other interest in property evidenced by the controllable electronic record subject to a claim of a property right in the right to payment, right to performance, or other interest in property.

(7) An action may not be asserted against a qualifying purchaser based on both a purchase by the qualifying purchaser of a controllable electronic record and a claim of a property right in another controllable electronic record, regardless of whether the action is framed in conversion, replevin, constructive trust, equitable lien, or other theory.

(8) Filing of a financing statement under chapter 679 is not notice of a claim of a property right in a controllable electronic record.

Section 7. Section 669.105, Florida Statutes, is created to read:

669.105 Control of controllable electronic record.—

(1) A person has control of a controllable electronic record if the electronic record, a record attached to or

logically associated with the electronic record, or a system in which the electronic record is recorded:

(a) Gives the person:

1. Power to avail itself of substantially all of the benefit from the electronic record; and

2. Exclusive power, subject to paragraph (b), to:

a. Prevent others from availing themselves of substantially all of the benefit from the electronic record; and

b. Transfer control of the electronic record to another person or cause another person to obtain control of another controllable electronic record as a result of the transfer of the electronic record; and

(b) Enables the person to identify itself readily in any way, including by name, identifying number, cryptographic key, office, or account number, as having the powers specified in paragraph (a).

(2) Except as provided in subsection (3), a power is exclusive under sub-subparagraphs (1)(a)2.a. and b. even if:

(a) The controllable electronic record, a record attached to or logically associated with the electronic record, or a system in which the electronic record is recorded limits the use of the electronic record or has a protocol programmed to cause a change, including a transfer or loss of control or a modification of benefits afforded by the electronic record; or

(b) The power is shared with another person.

(3) A power of a person is not shared with another person under paragraph (2)(b) and the person's power is not exclusive if:

(a) The person can exercise the power only if the power

also is exercised by the other person; and

(b) The other person:

1. Can exercise the power without exercise of the power by the person; or

2. Is the transferor to the person of an interest in the controllable electronic record or a controllable account or controllable payment intangible evidenced by the controllable electronic record.

(4) If a person has the powers specified in sub-subparagraphs (1)(a)2.a. and b., the powers are presumed to be exclusive.

(5) A person has control of a controllable electronic record if another person, other than the transferor to the person of an interest in the controllable electronic record or a controllable account or controllable payment intangible evidenced by the controllable electronic record:

(a) Has control of the electronic record and acknowledges that it has control on behalf of the person; or

(b) Obtains control of the electronic record after having acknowledged that it will obtain control of the electronic record on behalf of the person.

(6) A person that has control under this section is not required to acknowledge that it has control on behalf of another person unless the person otherwise agrees or law other than this part or chapter 679 provides otherwise.

(7) If a person acknowledges that it has or will obtain control on behalf of another person, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person.

Section 8. Section 669.106, Florida Statutes, is created to read:

669.106 Discharge of account debtor on controllable account or controllable payment intangible.—

(1) An account debtor on a controllable account or controllable payment intangible may discharge its obligation by paying:

(a) The person having control of the controllable electronic record that evidences the controllable account or controllable payment intangible; or

(b) Except as provided in subsection (2), a person that formerly had control of the controllable electronic record.

(2) Subject to subsection (4), the account debtor may not discharge its obligation by paying a person that formerly had control of the controllable electronic record if the account debtor receives a notification that:

(a) Is signed by a person that formerly had control or the person to which control was transferred;

(b) Reasonably identifies the controllable account or controllable payment intangible;

(c) Notifies the account debtor that control of the controllable electronic record that evidences the controllable account or controllable payment intangible was transferred;

(d) Identifies the transferee, in any reasonable way, including by name, identifying number, cryptographic key, office, or account number; and

(e) Provides a commercially reasonable method by which the account debtor is to pay the transferee.

(3) After receipt of a notification that complies with

subsection (2), the account debtor may discharge its obligation by paying in accordance with the notification and may not discharge the obligation by paying a person that formerly had control.

(4) Subject to subsection (8), notification is ineffective under subsection (2):

(a) Unless, before the notification is sent, the account debtor and the person that, at that time, had control of the controllable electronic record that evidences the controllable account or controllable payment intangible agree in a signed record to a commercially reasonable method by which a person may furnish reasonable proof that control has been transferred;

(b) To the extent an agreement between the account debtor and seller of a payment intangible limits the account debtor's duty to pay a person other than the seller and the limitation is effective under law other than this part; or

(c) At the option of the account debtor, if the notification notifies the account debtor to:

1. Divide a payment;

2. Make less than the full amount of an installment or other periodic payment; or

3. Pay any part of a payment by more than one method or to more than one person.

(5) Subject to subsection (8), if requested by the account debtor, the person giving the notification under subsection (2) must seasonably furnish reasonable proof that, using the method in the agreement referred to in paragraph (4)(a), control of the controllable electronic record has been transferred. Unless the person complies with the request, the account debtor may

discharge its obligation by paying a person that formerly had control, even if the account debtor has received a notification under subsection (2).

(6) A person furnishes reasonable proof under subsection (5) that control has been transferred if the person demonstrates that, using the method in an agreement made under paragraph (4)(a), the transferee has the power to:

(a) Avail itself of substantially all the benefit from the controllable electronic record;

(b) Prevent others from availing themselves of substantially all the benefit from the controllable electronic record; and

(c) Transfer the powers specified in paragraphs (a) and (b) to another person.

(7) Subject to subsection (8), an account debtor may not waive or vary its rights under paragraph (4)(a) and subsection (5) or its option under paragraph (4)(c).

(8) This section is subject to law other than this part which establishes a different rule for an account debtor who is an individual and who incurred the obligation primarily for personal, family, or household purposes.

Section 9. Section 669.107, Florida Statutes, is created to read:

669.107 Governing law.—

(1) Except as provided in subsection (2), the local law of a controllable electronic record's jurisdiction governs a matter covered by this part.

(2) For a controllable electronic record that evidences a controllable account or controllable payment intangible, the

local law of the controllable electronic record's jurisdiction governs a matter covered by s. 669.106 unless an effective agreement determines that the local law of another jurisdiction governs.

(3) The following rules determine a controllable electronic record's jurisdiction under this section:

(a) If the controllable electronic record, or a record attached to or logically associated with the controllable electronic record and readily available for review, expressly provides that a particular jurisdiction is the controllable electronic record's jurisdiction for purposes of this part or the Uniform Commercial Code, that jurisdiction is the controllable electronic record's jurisdiction.

(b) If paragraph (a) does not apply and the rules of the system in which the controllable electronic record is recorded are readily available for review and expressly provide that a particular jurisdiction is the controllable electronic record's jurisdiction for purposes of this part or the Uniform Commercial Code, that jurisdiction is the controllable electronic record's jurisdiction.

(c) If paragraphs (a) and (b) do not apply and the controllable electronic record, or a record attached to or logically associated with the controllable electronic record and readily available for review, expressly provides that the controllable electronic record is governed by the law of a particular jurisdiction, that jurisdiction is the controllable electronic record's jurisdiction.

(d) If paragraphs (a), (b), and (c) do not apply and the rules of the system in which the controllable electronic record

is recorded are readily available for review and expressly provide that the controllable electronic record or the system is governed by the law of a particular jurisdiction, that jurisdiction is the controllable electronic record's jurisdiction.

(e) If paragraphs (a)-(d) do not apply, the controllable electronic record's jurisdiction is the District of Columbia.

(4) If paragraph (3)(e) applies, and Article 12 is not in effect without material modification in the District of Columbia, the governing law for a matter subject to this part is the law of the District of Columbia as though Article 12 were in effect without material modification in the District of Columbia. For the purposes of this subsection, the term "Article 12" means Article 12 of the Uniform Commercial Code Amendments (2022).

(5) To the extent subsections (1) and (2) provide that the local law of the controllable electronic record's jurisdiction governs a matter covered by this part, that law governs even if the matter or a transaction to which the matter relates does not bear any relation to the controllable electronic record's jurisdiction.

(6) The rights acquired under s. 669.104 by a purchaser or qualifying purchaser are governed by the law applicable under this section at the time of purchase.

Section 10. Part II of chapter 669, Florida Statutes, consisting of ss. 669.501-669.706, Florida Statutes, is created and entitled "Transitional Provisions."

Section 11. Section 669.501, Florida Statutes, is created to read:

669.501 Short title.—This part may be cited as "Uniform Commercial Code-Controllable Electronic Records."

Section 12. Section 669.502, Florida Statutes, is created to read:

669.502 Definitions.—As used in this part:

(1)(a) "Adjustment date" means July 1, 2026.

(b) "Article 12" means Article 12 of the Uniform Commercial Code.

(c) "Article 12 property" means a controllable account, controllable electronic record, or controllable payment intangible.

(2) Other definitions applying to this chapter and the sections in which they appear are:

"Controllable account," s. 679.1021.

"Controllable electronic record," s. 669.102.

"Controllable payment intangible," s. 679.1021.

"Electronic money," s. 679.1021.

"Financing statement," s. 679.1021.

(3) The general definitions and principles of construction and interpretation contained in chapter 671 apply to this part.

Section 13. Section 669.601, Florida Statutes, is created to read:

669.601 Saving clause.—Except as otherwise provided in this part, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken

effect.

Section 14. Section 669.701, Florida Statutes, is created to read:

669.701 Saving clause.—

(1) Except as provided in this part, chapter 679 as it existed on July 1, 2025, and Article 12 apply to a transaction, lien, or other interest in property, even if the transaction, lien, or interest was entered into, created, or acquired before July 1, 2025.

(2) Except as provided in subsection (3) and ss. 669.702-669.706, both of the following apply:

(a) A transaction, lien, or interest in property that was validly entered into, created, or transferred before July 1, 2025, and that was not governed by the Uniform Commercial Code but would be subject to chapter 679 as it existed on July 1, 2025, or to Article 12 if the transaction had been entered into, created, or transferred on or after July 1, 2025, including the rights, duties, and interests flowing from the transaction, lien, or interest, remains valid on and after July 1, 2025.

(b) The transaction, lien, or interest may be terminated, completed, consummated, and enforced as required or permitted by this part or by the law that would apply if this part had not taken effect.

(3) This section does not affect an action, a case, or a proceeding commenced before July 1, 2025.

Section 15. Section 669.702, Florida Statutes, is created to read:

669.702 Security interest perfected before effective date.—

(1) A security interest that is enforceable and perfected

immediately before July 1, 2025, is a perfected security interest under this act if, on July 1, 2025, the requirements for enforceability and perfection under this section are fully satisfied without further action.

(2) If a security interest is enforceable and perfected immediately before July 1, 2025, but the requirements for enforceability or perfection under this act are not satisfied by July 1, 2025, all of the following apply to the security interest:

(a) It is a perfected security interest until the earlier of the time perfection would have ceased under the law in effect immediately before July 1, 2025, or the adjustment date.

(b) It remains enforceable thereafter only if the security interest satisfies the requirements for enforceability under s. 679.2031, as it existed on July 1, 2025, before the adjustment date.

(c) It remains perfected thereafter only if the requirements for perfection under this section are satisfied immediately before July 1, 2025.

Section 16. Section 669.703, Florida Statutes, is created to read:

669.703 Security interest unperfected before effective date.—A security interest that is enforceable immediately before July 1, 2025, but is unperfected by that date:

(1) Remains an enforceable security interest until the adjustment date;

(2) Remains enforceable thereafter if the security interest becomes enforceable under s. 679.2031, as it existed on July 1, 2025, or before the adjustment date; and

(3) Becomes perfected:

(a) Without further action, by July 1, 2025, if the requirements for perfection under this act are satisfied on or before that date; or

(b) When the requirements for perfection are satisfied, if satisfaction occurs after July 1, 2025.

Section 17. Section 669.704, Florida Statutes, is created to read:

669.704 Effectiveness of actions taken before effective date.—

(1) If action, other than the filing of a financing statement, is taken before July 1, 2025, and the action would have resulted in perfection of the security interest had the security interest become enforceable before July 1, 2025, the action is effective to perfect a security interest that attaches under this part before the adjustment date. An attached security interest becomes unperfected on the adjustment date unless the security interest becomes a perfected security interest under this part before the adjustment date.

(2) The filing of a financing statement before July 1, 2025, is effective to perfect a security interest on July 1, 2025, to the extent the filing would satisfy the requirements for perfection under this part.

(3) Action taken before July 1, 2025, is sufficient for the enforceability of a security interest as of July 1, 2025, if the action satisfies the requirements for enforceability under this part.

Section 18. Section 669.705, Florida Statutes, is created to read:

669.705 Priority.—

(1) Subject to subsections (2) and (3), this section determines the priority of conflicting claims to collateral.

(2) Subject to subsection (3), if the priority of claims to collateral was established before July 1, 2025, chapter 679 as in effect before July 1, 2025, determines priority.

(3) On the adjustment date, to the extent the priorities determined by chapter 679 as amended by this part modify the priorities established before July 1, 2025, the priorities of claims to Article 12 property and electronic money established before July 1, 2025, cease to apply.

Section 19. Section 669.706, Florida Statutes, is created to read:

669.706 Priority of claims when priority rules of chapter 679 do not apply.—

(1) Subject to subsections (2) and (3), Article 12 determines the priority of conflicting claims to Article 12 property when the priority rules of chapter 679 as amended by this act do not apply.

(2) Subject to subsection (3), when the priority rules of chapter 679 as amended by this act do not apply and the priorities of claims to Article 12 property were established before July 1, 2025, law other than Article 12 determines priority.

(3) When the priority rules of chapter 679 as amended by this part do not apply, to the extent the priorities determined by this act modify the priorities established as of July 1, 2025, the priorities of claims to Article 12 property established before July 1, 2025, cease to apply on the

adjustment date.

Section 20. Paragraph (c) of subsection (1) of section 670.103, Florida Statutes, is amended to read:

670.103 Payment order: definitions.—

(1) In this chapter, the term:

(c) "Payment order" means an instruction of a sender to a receiving bank, transmitted orally or in a record, ~~electronically, or in writing,~~ to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary if:

1. The instruction does not state a condition to payment to the beneficiary other than time of payment;

2. The receiving bank is to be reimbursed by debiting an account of, or otherwise receiving payment from, the sender; and

3. The instruction is transmitted by the sender directly to the receiving bank or to an agent, funds-transfer system, or communication system for transmittal to the receiving bank.

Section 21. Section 670.201, Florida Statutes, is amended to read:

670.201 Security procedure.—For purposes of this section, the term "security procedure" means a procedure established by agreement of a customer and a receiving bank for the purpose of:

(1) Verifying that a payment order or communication amending or canceling a payment order is that of the customer; or

(2) Detecting error in the transmission or the content of the payment order or communication.

A security procedure may impose an obligation on the receiving

bank or the customer and may require the use of algorithms or other codes, identifying words, ~~or~~ numbers, symbols, sounds, biometrics, encryption, callback procedures, or similar security devices. Comparison of a signature on a payment order or communication with an authorized specimen signature of the customer or requiring a payment order to be sent from a known e-mail address, Internet protocol address, or telephone number is not by itself a security procedure.

Section 22. Subsections (2) and (3) of section 670.202, Florida Statutes, are amended, and subsection (6) of that section is republished, to read:

670.202 Authorized and verified payment orders.—

(2) If a bank and its customer have agreed that the authenticity of payment orders issued to the bank in the name of the customer as sender will be verified pursuant to a security procedure, a payment order received by the receiving bank is effective as the order of the customer, whether or not authorized, if the security procedure is a commercially reasonable method of providing security against unauthorized payment orders and the bank proves that it accepted the payment order in good faith and in compliance with the bank's obligations under the security procedure and any ~~written~~ agreement or instruction of the customer, evidenced by a record, restricting acceptance of payment orders issued in the name of the customer. The bank is not required to follow an instruction that violates an ~~a written~~ agreement with the customer, evidenced by a record, or notice of which is not received at a time and in a manner affording the bank a reasonable opportunity to act on it before the payment order is accepted.

(3) The commercial reasonableness of a security procedure is a question of law to be determined by considering the wishes of the customer expressed to the bank; the circumstances of the customer known to the bank, including the size, type, and frequency of payment orders normally issued by the customer to the bank; alternative security procedures offered to the customer; and security procedures in general use by customers and receiving banks similarly situated. A security procedure is deemed to be commercially reasonable if:

(a) The security procedure was chosen by the customer after the bank offered, and the customer refused, a security procedure that was commercially reasonable for that customer; and

(b) The customer expressly agreed in a record ~~writing~~ to be bound by any payment order, whether or not authorized, issued in its name and accepted by the bank in compliance with the bank's obligations under the security procedure chosen by the customer.

(6) Except as provided in this section and in s. 670.203(1)(a), rights and obligations arising under this section or s. 670.203 may not be varied by agreement.

Section 23. Paragraph (a) of subsection (1) of section 670.203, Florida Statutes, is amended to read:

670.203 Unenforceability of certain verified payment orders.—

(1) If an accepted payment order is not, under s. 670.202(1), an authorized order of a customer identified as sender, but is effective as an order of the customer pursuant to s. 670.202(2), the following rules apply:

(a) By express ~~written~~ agreement evidenced by a record, the receiving bank may limit the extent to which it is entitled to

enforce or retain payment of the payment order.

Section 24. Paragraph (b) of subsection (3) of section 670.207, Florida Statutes, is amended to read:

670.207 Misdescription of beneficiary.—

(3) If a payment order described in subsection (2) is accepted, the originator's payment order described the beneficiary inconsistently by name and number, and the beneficiary's bank pays the person identified by number as permitted by paragraph (2)(a), the following rules apply:

(b) If the originator is not a bank and proves that the person identified by number was not entitled to receive payment from the originator, the originator is not obliged to pay its order unless the originator's bank proves that the originator, before acceptance of the originator's order, had notice that payment of a payment order issued by the originator might be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. Proof of notice may be made by any admissible evidence. The originator's bank satisfies the burden of proof if it proves that the originator, before the payment order was accepted, signed a record ~~writing~~ stating the information to which the notice relates.

Section 25. Paragraph (b) of subsection (2) of section 670.208, Florida Statutes, is amended to read:

670.208 Misdescription of intermediary bank or beneficiary's bank.—

(2) This subsection applies to a payment order identifying an intermediary bank or the beneficiary's bank both by name and an identifying number if the name and number identify different

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persons.

(b) If the sender is not a bank and the receiving bank proves that the sender, before the payment order was accepted, had notice that the receiving bank might rely on the number as the proper identification of the intermediary or beneficiary's bank even if it identifies a person different from the bank identified by name, the rights and obligations of the sender and the receiving bank are governed by paragraph (a), as though the sender were a bank. Proof of notice may be made by any admissible evidence. The receiving bank satisfies the burden of proof if it proves that the sender, before the payment order was accepted, signed a record ~~writing~~ stating the information to which the notice relates.

Section 26. Subsection (1) of section 670.21, Florida Statutes, is amended to read:

670.21 Rejection of payment order.—

(1) A payment order is rejected by the receiving bank by a notice of rejection transmitted to the sender orally~~,~~ ~~electronically,~~ or in a record ~~writing~~. A notice of rejection need not use any particular words and is sufficient if it indicates that the receiving bank is rejecting the order or will not execute or pay the order. Rejection is effective when the notice is given if transmission is by a means that is reasonable in the circumstances. If notice of rejection is given by a means that is not reasonable, rejection is effective when the notice is received. If an agreement of the sender and receiving bank establishes the means to be used to reject a payment order:

(a) Any means complying with the agreement is reasonable; and

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(b) Any means not complying is not reasonable unless no significant delay in receipt of the notice resulted from the use of the noncomplying means.

Section 27. Subsection (1) of section 670.211, Florida Statutes, is amended to read:

670.211 Cancellation and amendment of payment order.—

(1) A communication of the sender of a payment order canceling or amending the order may be transmitted to the receiving bank orally~~, electronically,~~ or in a record ~~writing~~. If a security procedure is in effect between the sender and the receiving bank, the communication is not effective to cancel or amend the order unless the communication is verified pursuant to the security procedure or the bank agrees to the cancellation or amendment.

Section 28. Subsections (3) and (4) of section 670.305, Florida Statutes, are amended to read:

670.305 Liability for late or improper execution or failure to execute payment order.—

(3) In addition to the amounts payable under subsections (1) and (2), damages, including consequential damages, are recoverable to the extent provided in an express ~~written~~ agreement of the receiving bank, evidenced by a record.

(4) If a receiving bank fails to execute a payment order it was obliged by express agreement to execute, the receiving bank is liable to the sender for its expenses in the transaction and for incidental expenses and interest losses resulting from the failure to execute. Additional damages, including consequential damages, are recoverable to the extent provided in an express ~~written~~ agreement of the receiving bank, evidenced by a record,

but are not otherwise recoverable.

Section 29. Part VI of chapter 670, Florida Statutes, consisting of s. 670.601, Florida Statutes, is created and entitled "Transitional Provisions."

Section 30. Section 670.601, Florida Statutes, is created to read:

670.601 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, the Uniform Commercial Code as though this act had not taken effect.

Section 31. Subsection (1) of section 671.101, Florida Statutes, is amended to read:

671.101 Short title; scope of chapter.—

(1) Chapters 669-680 ~~670-680~~ may be cited as the "Uniform Commercial Code" or "code."

Section 32. Present paragraphs (a) through (g) of subsection (2) of section 671.105, Florida Statutes, are redesignated as paragraphs (b) through (h), respectively, a new paragraph (a) is added to that subsection, and present paragraphs (d) and (e) of that subsection are reenacted, to read:

671.105 Territorial application of the code; parties' power to choose applicable law.—

(2) When one of the following provisions of this code specifies the applicable law, that provision governs; and a

contrary agreement is effective only to the extent permitted by the law (including the conflict-of-laws rules) so specified:

(a) Governing law in the chapter on controllable electronic records. (s. 669.107).

(e)~~(d)~~ Applicability of the chapter on letters of credit. (s. 675.116)

(f)~~(e)~~ Applicability of the chapter on investment securities. (s. 678.1101)

Section 33. Section 671.107, Florida Statutes, is amended to read:

671.107 Waiver or renunciation of claim or right after breach.—A claim or right arising out of an alleged breach can be discharged in whole or in part without consideration by agreement of the aggrieved party in a signed ~~an authenticated~~ record.

Section 34. Present subsections (18) through (47) of section 671.201, Florida Statutes, are redesignated as subsections (19) through (48), respectively, a new subsection (18) is added to that section, and subsections (11) and (16) and present subsections (22), (26), (27), (31), (40), and (41) of that section are amended, to read:

671.201 General definitions.—Unless the context otherwise requires, words or phrases defined in this section, or in the additional definitions contained in other chapters of this code which apply to particular chapters or parts thereof, have the meanings stated. Subject to definitions contained in other chapters of this code which apply to particular chapters or parts thereof, the term:

(11) "Conspicuous," with reference to a term, means so

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written, displayed, or presented that, based on the totality of the circumstances, a reasonable person against which it is to operate ought to have noticed it. Whether a term is "conspicuous" is a decision for the court. ~~Conspicuous terms include the following:~~

~~(a) A heading in capitals equal to or greater in size than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same or lesser size; and~~

~~(b) Language in the body of a record or display in larger type than the surrounding text or set off from surrounding text of the same size by symbols or other marks that call attention to the language.~~

(16) "Delivery," with respect to an electronic document of title, means voluntary transfer of control and, ~~"delivery,"~~ with respect to instruments, tangible document of title, or an authoritative tangible copy of a record evidencing chattel paper, ~~or certificated securities,~~ means voluntary transfer of possession.

(18) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

(23)~~(22)~~ "Holder" means:

(a) The person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession;

(b) The person in possession of a negotiable tangible document of title if the goods are deliverable either to bearer or to the order of the person in possession; or

(c) The person in control, other than pursuant to s.

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677.106(7), of a negotiable electronic document of title.

(27)~~(26)~~ Subject to subsection (29) ~~(28)~~, a person has "notice" of a fact if the person:

(a) Has actual knowledge of it;

(b) Has received a notice or notification of it; or

(c) From all the facts and circumstances known to the person at the time in question, has reason to know that it exists. A person "knows" or has "knowledge" of a fact when the person has actual knowledge of it. "Discover" or "learn" or a word or phrase of similar import refers to knowledge rather than to reason to know. The time and circumstances under which a notice or notification may cease to be effective are not determined by this section.

(28)~~(27)~~ A person "notifies" or "gives" a notice or notification to another person by taking such steps as may be reasonably required to inform the other person in ordinary course, whether or not the other person actually comes to know of it. Subject to subsection (29) ~~(28)~~, a person "receives" a notice or notification when:

(a) It comes to that person's attention; or

(b) It is duly delivered in a form reasonable under the circumstances at the place of business through which the contract was made or at another location held out by that person as the place for receipt of such communications.

(32)~~(31)~~ "Person" means an individual; corporation; business trust; estate; trust; partnership; limited liability company; association; joint venture; government; governmental subdivision, agency, or instrumentality; ~~public corporation;~~ or any other legal or commercial entity. The term includes a

protected series, however denominated, of an entity if the protected series is established under law other than the Uniform Commercial Code which limits, or conditionally limits if conditions specified under the law are satisfied, the ability of a creditor of the entity or of any other protected series of the entity to satisfy a claim from assets of the protected series.

(41)~~(40)~~ "Send," in connection with a ~~writing,~~ record~~,~~ or notification ~~notice~~, means:

(a) To deposit in the mail, ~~or~~ deliver for transmission, or transmit by any other usual means of communication, with postage or cost of transmission provided for ~~and properly~~ addressed ~~and, in the case of an instrument, to an address specified thereon or otherwise agreed or, if there be none~~, to any address reasonable under the circumstances; or

(b) To cause the record or notification to be received within the time it would have been received if properly sent under paragraph (a) ~~In any other way to cause to be received any record or notice within the time it would have arrived if properly sent~~.

(42)~~(41)~~ "Sign," "signing," "signed," or "signature" means, with present intent to authenticate or adopt a record, to:

(a) Execute or adopt a tangible symbol; or

(b) Attach to or logically associate with the record an electronic symbol, sound, or process ~~means bearing any symbol executed or adopted by a party with present intention to adopt or accept a writing~~.

Section 35. Section 671.211, Florida Statutes, is amended to read:

671.211 Value.—Except as otherwise provided with respect to

negotiable instruments and bank collections as provided in chapter 669 and ss. 673.3031, 674.2101, and 674.2111, a person gives value for rights if the person acquires them:

(1) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection;

(2) As security for, or in total or partial satisfaction of, a preexisting claim;

(3) By accepting delivery under a preexisting contract for purchase; or

(4) In return for any consideration sufficient to support a simple contract.

Section 36. Part IV of chapter 671, Florida Statutes, consisting of s. 671.401, Florida Statutes, is created and entitled "Transitional Provisions."

Section 37. Section 671.401, Florida Statutes, is created to read:

671.401 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 38. Section 672.102, Florida Statutes, is amended to read:

672.102 Scope; certain security and other transactions

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excluded from this chapter.—

(1) Unless the context otherwise requires, and except as provided in subsection (2), this chapter applies to transactions in goods and, in the case of a hybrid transaction:

(a) If the sale-of-goods aspects do not predominate, only those provisions of this chapter which relate primarily to the sale-of-goods aspects of the transaction apply, and those provisions that relate primarily to the transaction as a whole do not apply.

(b) If the sale-of-goods aspects predominate, this chapter applies to the transaction but does not preclude application in appropriate circumstances of other law to aspects of the transaction which do not relate to the sale of goods.

(2) This chapter does not do the following:

(a) Apply to a transaction that, even though in the form of an unconditional contract to sell or present sale, operates only to create a security interest.

(b) Impair or repeal a statute regulating sales to consumers, farmers, or other specified classes of buyers~~; it does not apply to any transaction which although in the form of an unconditional contract to sell or present sale is intended to operate only as a security transaction nor does this chapter impair or repeal any statute regulating sales to consumers, farmers or other specified classes of buyers~~.

Section 39. Section 672.106, Florida Statutes, is amended to read:

672.106 Definitions: "contract"; "agreement"; "contract for sale"; "sale"; "present sale"; "conforming" to contract; "termination"; "cancellation~~.~~"; "hybrid transaction."—

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(1) In this chapter, unless the context clearly requires otherwise, the meaning of the terms ~~requires~~ "contract" and "agreement" is ~~are~~ limited to those contracts and agreements relating to the present or future sale of goods. The term "contract for sale" includes both a present sale of goods and a contract to sell goods at a future time. A "sale" consists in the passing of title from the seller to the buyer for a price (s. 672.401). A "present sale" means a sale which is accomplished by the making of the contract.

(2) Goods or conduct including any part of a performance are "conforming" or conform to the contract when they are in accordance with the obligations under the contract.

(3) "Termination" occurs when either party pursuant to a power created by agreement or law puts an end to the contract otherwise than for its breach. Upon ~~On~~ termination, all obligations that ~~which~~ are still executory on both sides are discharged but any right based on prior breach or performance survives.

(4) "Cancellation" occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of "termination" except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.

(5) The term "hybrid transaction" means a single transaction involving a sale of goods and any of the following:

(a) The provision of services.

(b) A lease of other goods.

(c) A sale, lease, or license of property other than goods.

Section 40. Subsections (1) and (2) of section 672.201,

Florida Statutes, are amended to read:

672.201 Formal requirements; statute of frauds.—

(1) Except as otherwise provided in this section a contract for the sale of goods for the price of $500 or more is not enforceable by way of action or defense unless there is a record ~~some writing~~ sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by the party's ~~his or her~~ authorized agent or broker. A record ~~writing~~ is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this subsection ~~paragraph~~ beyond the quantity of goods shown in the record ~~such writing~~.

(2) Between merchants if within a reasonable time a record ~~writing~~ in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against the ~~such~~ party unless ~~written~~ notice in a record of objection to its contents is given within 10 days after it is received.

Section 41. Section 672.202, Florida Statutes, is amended to read:

672.202 Final ~~written~~ expression; parol or extrinsic evidence.—Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a record ~~writing~~ intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(1) By course of dealing or usage of trade (s. 671.205) or by course of performance (s. 672.208); and

(2) By evidence of consistent additional terms unless the court finds the record ~~writing~~ to have been intended also as a complete and exclusive statement of the terms of the agreement.

Section 42. Section 672.203, Florida Statutes, is amended to read:

672.203 Seals inoperative.—The affixing of a seal to a record ~~writing~~ evidencing a contract for sale or an offer to buy or sell goods does not constitute a record ~~the writing~~ a sealed instrument and the law with respect to sealed instruments does not apply to such a contract or offer.

Section 43. Section 672.205, Florida Statutes, is amended to read:

672.205 Firm offers.—An offer by a merchant to buy or sell goods in a signed record ~~writing~~ which by its terms gives assurance that it will be held open is not revocable, for lack of consideration, during the time stated or if no time is stated for a reasonable time, but in no event may such period of irrevocability exceed 3 months; but any such term of assurance on a form supplied by the offeree must be separately signed by the offeror.

Section 44. Subsection (2) of section 672.209, Florida Statutes, is amended to read:

672.209 Modification, rescission, and waiver.—

(2) A signed agreement which excludes modification or rescission except by a signed writing or other signed record cannot be otherwise modified or rescinded, but except as between merchants such a requirement on a form supplied by the merchant

must be separately signed by the other party.

Section 45. Part VIII of chapter 672, Florida Statutes, consisting of s. 672.801, Florida Statutes, is created and entitled "Transitional Provisions."

Section 46. Section 672.801, Florida Statutes, is created to read:

672.801 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 47. Subsection (1) of section 673.1041, Florida Statutes, is amended to read:

673.1041 Negotiable instrument.—

(1) Except as provided in subsections (3), (4), and (11), the term "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(a) Is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(b) Is payable on demand or at a definite time; and

(c) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain:

1. An undertaking or power to give, maintain, or protect collateral to secure payment;

2. An authorization or power to the holder to confess judgment or realize on or dispose of collateral; ~~or~~

3. A waiver of the benefit of any law intended for the advantage or protection of an obligor;

4. A term that specifies the law that governs the promise or order; or

5. An undertaking to resolve, in a specified forum, a dispute concerning the promise or order.

Section 48. Subsection (1) of section 673.1051, Florida Statutes, is amended to read:

673.1051 Issue of instrument.—

(1) The term "issue" means:

(a) The first delivery of an instrument by the maker or drawer, whether to a holder or nonholder, for the purpose of giving rights on the instrument to any person; or

(b) If agreed to by the payee, the first transmission by the drawer to the payee of an image of an item and information derived from the item which enables the depositary bank to collect the item under federal law by transferring or presenting an electronic check.

Section 49. Section 673.4011, Florida Statutes, is amended to read:

673.4011 Signature.—

~~(1)~~ A person is not liable on an instrument unless~~:~~

~~(a)~~ the person signed the instrument~~;~~ or

~~(b)~~ the person is represented by an agent or representative who signed the instrument, and the signature is binding on the

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represented person under s. 673.4021.

~~(2) A signature may be made:~~

~~(a) Manually or by means of a device or machine; and~~

~~(b) By the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing.~~

Section 50. Subsection (1) of section 673.6041, Florida Statutes, is amended to read:

673.6041 Discharge by cancellation or renunciation.—

(1) A person entitled to enforce an instrument, with or without consideration, may discharge the obligation of a party to pay the instrument:

(a) By an intentional voluntary act, such as:

1. Surrender of the instrument to the party;

2. Destruction, mutilation, or cancellation of the instrument;

3. Cancellation or striking out of the party's signature; or

4. Addition of words to the instrument indicating discharge; or

(b) By agreeing not to sue or otherwise renouncing rights against the party by a signed writing.

The obligation of a party to pay a check is not discharged solely by destruction of the check in connection with a process that involves the extraction of information from the check and an image of the check is made and, subsequently, the information and image are transmitted for payment.

Section 51. Part VII of chapter 673, Florida Statutes,

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consisting of s. 673.702, Florida Statutes, is created and entitled "Transitional Provisions."

Section 52. Section 673.702, Florida Statutes, is created to read:

673.702 Savings clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 53. Section 675.104, Florida Statutes, is amended to read:

675.104 Formal requirements.—A letter of credit, confirmation, advice, transfer, amendment, or cancellation may be issued in any form that is a signed record ~~and is authenticated by a signature or in accordance with the agreement of the parties or the standard practice referred to in s. 675.108(5)~~.

Section 54. Section 675.116, Florida Statutes, is amended to read:

675.116 Choice of law and forum.—

(1) The liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction chosen by an agreement in the form of a record signed ~~or otherwise authenticated~~ by the affected parties ~~in the manner provided in s. 675.104~~ or by a provision in the person's letter of credit, confirmation, or other undertaking. The

jurisdiction whose law is chosen need not bear any relation to the transaction.

(2) Unless subsection (1) applies, the liability of an issuer, nominated person, or adviser for action or omission is governed by the law of the jurisdiction in which the person is located. The person is considered to be located at the address indicated in the person's undertaking. If more than one address is indicated, the person is considered to be located at the address from which the person's undertaking was issued.

(a) For the purpose of jurisdiction, choice of law, and recognition of interbranch letters of credit, but not enforcement of a judgment, all branches of a bank are considered separate juridical entities and a bank is considered to be located at the place where its relevant branch is considered to be located under paragraph (b) ~~this subsection~~.

(b) A bank branch is considered to be located at the address indicated in the branch's undertaking. If more than one address is indicated, the branch is considered to be located at the address from which the undertaking was issued.

(c)~~(3)~~ Except as otherwise provided in this paragraph ~~subsection~~, the liability of an issuer, nominated person, or adviser is governed by any rules of custom or practice, such as the Uniform Customs and Practice for Documentary Credits, to which the letter of credit, confirmation, or other undertaking is expressly made subject. If this chapter governs the liability of an issuer, nominated person, or adviser under subsection (1) or this subsection ~~(2)~~, the relevant undertaking incorporates rules of custom or practice, and there is conflict between this chapter and such rules as applied to that undertaking, such

rules govern except to the extent of any conflict with the nonvariable provisions specified in s. 675.102(3).

(3)~~(4)~~ This chapter governs to the extent of any conflict between this chapter and chapter 670, chapter 673, chapter 674, or chapter 679.

(4)~~(5)~~ The forum for settling disputes arising out of an undertaking within this chapter may be chosen in the manner and with the binding effect that governing law may be chosen in accordance with subsection (1).

Section 55. Section 675.119, Florida Statutes, is created to read:

675.119 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 56. Paragraphs (j) and (l) of subsection (1) of section 677.102, Florida Statutes, are amended to read:

677.102 Definitions and index of definitions.—

(1) In this chapter, unless the context otherwise requires:

~~(j) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.~~

~~(l) "Sign" means, with present intent to authenticate or adopt a record:~~

~~1. To execute or adopt a tangible symbol; or~~

~~2. To attach to or logically associate with the record an electronic sound, symbol, or process.~~

Section 57. Subsection (2) of section 677.106, Florida Statutes, is amended, and subsections (3) through (9) are added to that section, to read:

677.106 Control of electronic document of title.—

(2) A system satisfies subsection (1), and a person has ~~is deemed to have~~ control of an electronic document of title, if the document is created, stored, and transferred ~~assigned~~ in a manner that:

(a) A single authoritative copy of the document exists which is unique, identifiable, and, except as otherwise provided in paragraphs (d), (e), and (f), unalterable;

(b) The authoritative copy identifies the person asserting control as:

1. The person to which the document was issued; or

2. If the authoritative copy indicates that the document has been transferred, the person to which the document was most recently transferred;

(c) The authoritative copy is communicated to and maintained by the person asserting control or its designated custodian;

(d) Copies or amendments that add or change an identified transferee ~~assignee~~ of the authoritative copy can be made only with the consent of the person asserting control;

(e) Each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and

(f) Any amendment of the authoritative copy is readily

identifiable as authorized or unauthorized.

(3) A system satisfies subsection (1), and a person has control of an electronic document of title, if an authoritative electronic copy of the document, a record attached to or logically associated with the electronic copy, or a system in which the electronic copy is recorded:

(a) Enables the person to readily identify each electronic copy as either an authoritative copy or a nonauthoritative copy;

(b) Enables the person to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as the person to which each authoritative electronic copy was issued or transferred; and

(c) Gives the person exclusive power, subject to subsection (4), to:

1. Prevent others from adding or changing the person to which each authoritative electronic copy has been issued or transferred; and

2. Transfer control of each authoritative electronic copy.

(4) Subject to subsection (5), a power is exclusive under subparagraphs (3)(c)1. and 2. even if:

(a) The authoritative electronic copy, a record attached to or logically associated with the authoritative electronic copy, or a system in which the authoritative electronic copy is recorded limits the use of the document of title or has a protocol that is programmed to cause a change, including a transfer or loss of control; or

(b) The power is shared with another person.

(5) A power of a person is not shared with another person under paragraph (4)(b) and the person's power is not exclusive

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if:

(a) The person can exercise the power only if the power also is exercised by the other person; and

(b) The other person:

1. Can exercise the power without exercise of the power by the person; or

2. Is the transferor to the person of an interest in the document of title.

(6) If a person has the powers specified in subparagraphs (3)(c)1. and 2., the powers are presumed to be exclusive.

(7) A person has control of an electronic document of title if another person, other than the transferor to the person of an interest in the document:

(a) Has control of the document and acknowledges that it has control on behalf of the person; or

(b) Obtains control of the document after having acknowledged that it will obtain control of the document on behalf of the person.

(8) A person that has control as provided under this section is not required to acknowledge that it has control on behalf of another person.

(9) If a person acknowledges that it has or will obtain control on behalf of another person, unless the person otherwise agrees or law other than this chapter or chapter 679 otherwise provides, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person.

Section 58. Part VII of chapter 677, Florida Statutes, consisting of s. 677.701, Florida Statutes, is created and

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entitled "Transitional Provisions."

Section 59. Section 677.701, Florida Statutes, is created to read:

677.701 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not have taken effect.

Section 60. Paragraph (f) of subsection (1) and subsection (2) of section 678.1021, Florida Statutes, are amended, and paragraph (i) of subsection (1) of that section is republished, to read:

678.1021 Definitions.—

(1) In this chapter:

(f) "Communicate" means to:

1. Send a signed record ~~writing~~; or

2. Transmit information by any mechanism agreed upon by the persons transmitting and receiving the information.

(i) "Financial asset," except as otherwise provided in s. 678.1031, means:

1. A security;

2. An obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; or

3. Any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under this chapter. As context requires, the term means either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated security, a security certificate, or a security entitlement.

(2) The following ~~Other~~ definitions in ~~applying to~~ this chapter and other chapters apply to this section ~~the sections in which they appear are~~:

"Appropriate person," s. 678.1071.

"Control," s. 678.1061.

"Controllable account," s. 679.1021.

"Controllable electronic record," s. 669.102.

"Controllable payment intangible," s. 679.1021.

"Delivery," s. 678.3011.

"Investment company security," s. 678.1031(2).

"Issuer," s. 678.2011.

"Overissue," s. 678.2101.

"Protected purchaser," s. 678.3031.

"Securities account," s. 678.5011.

Section 61. Subsection (6) of section 678.1031, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

678.1031 Rules for determining whether certain obligations and interests are securities or financial assets.—

(6) A commodity contract, as defined in s. 679.1021(1) ~~s. 679.1021(1)(o)~~, is not a security or a financial asset.

(8) A controllable account, controllable electronic record, or controllable payment intangible is not a financial asset unless s. 678.1021(1)(i) applies.

Section 62. Subsection (4) of section 678.1061, Florida Statutes, is amended, and subsections (8) and (9) are added to that section, to read:

678.1061 Control.—

(4) A purchaser has "control" of a security entitlement if:

(a) The purchaser becomes the entitlement holder;

(b) The securities intermediary has agreed that it will comply with entitlement orders originated by the purchaser without further consent by the entitlement holder; or

(c) Another person, other than the transferor to the purchaser of an interest in the security entitlement:

1. Has control of the security entitlement and acknowledges that it has control on behalf of the purchaser; or

2. Obtains control of the security entitlement after having acknowledged that it will obtain control of the security entitlement on behalf of the purchaser ~~has control of the security entitlement on behalf of the purchaser or, having previously acquired control of the security entitlement, acknowledges that the person has control on behalf of the purchaser~~.

(8) A person that has control under this section is not required to acknowledge that it has control on behalf of a purchaser.

(9) If a person acknowledges that it has or will obtain control on behalf of a purchaser unless the person otherwise agrees, or law other than this section or chapter 679 otherwise

provides, the person does not owe any duty to the purchaser and is not required to confirm the acknowledgment to any other person.

Section 63. Subsection (7) is added to section 678.1101, Florida Statutes, to read:

678.1101 Applicability; choice of law.—

(7) The local law of the issuer's jurisdiction or the securities intermediary's jurisdiction governs a matter or transaction specified in subsection (1) or subsection (2) even if the matter or transaction does not bear any relation to the jurisdiction.

Section 64. Subsection (2) of section 678.3031, Florida Statutes, is amended to read:

678.3031 Protected purchaser.—

(2) ~~In addition to acquiring the rights of a purchaser,~~ A protected purchaser ~~also~~ acquires its interest in the security free of any adverse claim.

Section 65. Part VI of chapter 678, Florida Statutes, consisting of s. 678.601, Florida Statutes, is created and entitled "Transitional Provisions."

Section 66. Section 678.601, Florida Statutes, is created to read:

678.601 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code, or if applicable, by the Uniform Commercial Code as though this act had not taken

effect.

Section 67. Present paragraphs (h) through (aa), (bb) through (bbb), (ccc) through (uuu), and (www) through (bbbb) of subsection (1) of section 679.1021, Florida Statutes, are redesignated as paragraphs (i) through (bb), (ee) through (eee), (ggg) through (yyy), and (zzz) through (eeee), respectively, new paragraphs (h), (cc), (dd), and (fff) are added to that subsection, and paragraphs (b), (c), (d), and (g) and present paragraphs (k), (ee), (pp), (uu), (iii), (nnn), (vvv), and (zzz) of subsection (1) and subsection (2) of that section are amended, to read:

679.1021 Definitions and index of definitions.—

(1) In this chapter, the term:

(b) "Account," except as used in "account for," "account statement," "account to," "commodity account" as used in paragraph (o), "customer account," "deposit account" as used in paragraph (ff), "on account of," and "statement of account," means a right to payment of a monetary obligation, regardless of whether ~~or not~~ earned by performance, for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of; for services rendered or to be rendered; for a policy of insurance issued or to be issued; for a secondary obligation incurred or to be incurred; for energy provided or to be provided; for the use or hire of a vessel under a charter or other contract; arising out of the use of a credit or charge card or information contained on or for use with the card; or as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or

governmental unit of a state. The term includes controllable accounts and health-care-insurance receivables. The term does not include ~~rights to payment evidenced by~~ chattel paper ~~or an instrument~~; commercial tort claims; deposit accounts; investment property; letter-of-credit rights or letters of credit; ~~or~~ rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card; or rights to payment evidenced by an instrument.

(c) "Account debtor" means a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the negotiable instrument evidences ~~constitutes part of~~ chattel paper.

(d) "Accounting," except as used in the term "accounting for," means a record:

1. Signed ~~Authenticated~~ by a secured party;

2. Indicating the aggregate unpaid secured obligations as of a date not more than 35 days earlier or 35 days later than the date of the record; and

3. Identifying the components of the obligations in reasonable detail.

(g) "Assignee," except as used in "assignee for benefit of creditors," means a person:

1. In whose favor a security interest that secures an obligation is created or provided for under a security agreement, regardless of whether the obligation is outstanding; or

2. To which an account, chattel paper, payment intangible,

or promissory note has been sold.

The term includes a person to which a security interest has been transferred by a secured party.

(h) "Assignor" means a person that:

1. Under a security agreement creates or provides for a security interest that secures an obligation; or

2. Sells an account, chattel paper, payment intangible, or promissory note.

The term includes a secured party that has transferred a security interest to another person ~~"Authenticate" means:~~

~~1. To sign; or~~

~~2. With the present intent to adopt or accept a record, to attach to or logically associate with the record an electronic sound, symbol, or process~~.

(l)~~(k)~~ "Chattel paper" means:

1. A right to payment of a monetary obligation secured by specific goods, if the right to payment and security agreement are evidenced by a record; or

2. A right to payment of a monetary obligation owed by a lessee under a lease agreement with respect to specific goods and a monetary obligation owed by the lessee in connection with the transaction giving rise to the lease, if:

a. The right to payment and lease agreement are evidenced by a record; and

b. The predominant purpose of the transaction giving rise to the lease was to give the lessee the right to possession and use of the goods.

The term does not include a right to payment arising out of a charter or other contract involving the use or hire of a vessel or a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card ~~a record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods. In this paragraph, "monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include charters or other contracts involving the use or hire of a vessel or records that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card. If a transaction is evidenced by records that include an instrument or series of instruments, the group of records taken together constitutes chattel paper~~.

(cc) "Controllable account" means an account evidenced by a controllable electronic record that provides that the account debtor undertakes to pay the person that has control under s. 669.105 of the controllable electronic record.

(dd) "Controllable payment intangible" means a payment intangible evidenced by a controllable electronic record that provides that the account debtor undertakes to pay the person that has control under s. 669.105 of the controllable electronic

record.

(hh) ~~(cc)~~ "Electronic money" means money in an electronic form ~~chattel paper" means chattel paper evidenced by a record or records consisting of information stored in an electronic medium~~.

(ss) ~~(pp)~~ "General intangible" means any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction. The term includes controllable electronic records, payment intangibles, and software.

(xx) ~~(uu)~~ "Instrument" means a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in the ordinary course of business is transferred by delivery with any necessary indorsement or assignment. The term does not include investment property, letters of credit, ~~or~~ writings that evidence a right to payment arising out of the use of a credit or charge card or information contained on or for use with the card, or writings that evidence chattel paper.

(fff) "Money" has the same meaning as in s. 671.201, but does not include a deposit account or money in an electronic form that cannot be subjected to control under s. 679.1052.

(mmm) ~~(iii)~~ "Payment intangible" means a general intangible under which the account debtor's principal obligation is a monetary obligation. The term includes a controllable payment intangible.

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(rrr) ~~(nnn)~~ "Proposal" means a record signed ~~authenticated~~ by a secured party which includes the terms on which the secured party is willing to accept collateral in full or partial satisfaction of the obligation it secures pursuant to ss. 679.620, 679.621, and 679.622.

~~(vvv) "Send," in connection with a record or notification, means:~~

~~1. To deposit in the mail, deliver for transmission, or transmit by any other usual means of communication, with postage or cost of transmission provided for, addressed to any address reasonable under the circumstances; or~~

~~2. To cause the record or notification to be received within the time that it would have been received if properly sent under subparagraph 1.~~

(cccc) ~~(zzz)~~ "Tangible money ~~chattel paper~~" means money in tangible form ~~chattel paper evidenced by a record or records consisting of information that is inscribed on a tangible medium~~.

(2) The following definitions in other chapters apply to this chapter:

"Applicant," s. 675.103.

"Beneficiary," s. 675.103.

"Broker," s. 678.1021.

"Certificated security," s. 678.1021.

"Check," s. 673.1041.

"Clearing corporation," s. 678.1021.

"Contract for sale," s. 672.106.

"Control," s. 677.106.

"Controllable electronic record," s. 669.102.

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"Customer," s. 674.104.
"Entitlement holder," s. 678.1021.
"Financial asset," s. 678.1021.
"Holder in due course," s. 673.3021.
"Issuer" (with respect to a letter of credit or letter-of-credit right), s. 675.103.
"Issuer" (with respect to a security), s. 678.2011.
"Issuer" (with respect to documents of title), s. 677.102.
"Lease," s. 680.1031.
"Lease agreement," s. 680.1031.
"Lease contract," s. 680.1031.
"Leasehold interest," s. 680.1031.
"Lessee," s. 680.1031.
"Lessee in ordinary course of business," s. 680.1031.
"Lessor," s. 680.1031.
"Lessor's residual interest," s. 680.1031.
"Letter of credit," s. 675.103.
"Merchant," s. 672.104.
"Negotiable instrument," s. 673.1041.
"Nominated person," s. 675.103.
"Note," s. 673.1041.
"Proceeds of a letter of credit," s. 675.114.
"Protected purchaser," s. 678.3031.
"Prove," s. 673.1031.
"Qualifying purchaser," s. 669.102.
"Sale," s. 672.106.
"Securities account," s. 678.5011.

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"Securities intermediary," s. 678.1021.
"Security," s. 678.1021.
"Security certificate," s. 678.1021.
"Security entitlement," s. 678.1021.
"Uncertificated security," s. 678.1021.

Section 68. Subsection (1) of section 679.1041, Florida Statutes, is amended to read:

679.1041 Control of deposit account.—

(1) A secured party has control of a deposit account if any of the following applies:

(a) The secured party is the bank with which the deposit account is maintained.~~;~~

(b) The debtor, secured party, and bank have agreed in a signed ~~an authenticated~~ record that the bank will comply with instructions originated by the secured party directing disposition of the funds in the deposit account without further consent by the debtor.~~; or~~

(c) The secured party becomes the bank's customer with respect to the deposit account.

(d) Another person, other than the debtor:

1. Has control of the deposit account and acknowledges that it has control on behalf of the secured party; or

2. Obtains control of the deposit account after having acknowledged that it will obtain control of the deposit account on behalf of the secured party.

Section 69. Section 679.1051, Florida Statutes, is amended to read:

679.1051 Control of electronic chattel paper.—

(1) A purchaser has control of an authoritative electronic

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copy of a record evidencing chattel paper if a system employed for evidencing the assignment of interests in the chattel paper reliably establishes the purchaser as the person to which the authoritative electronic copy was assigned.

(2) A system satisfies subsection (1) if the record or records evidencing the chattel paper are created, stored, and assigned in a manner that:

(a) A single authoritative copy of the record or records exists which is unique, identifiable, and, except as otherwise provided in paragraphs (d), (e), and (f), unalterable;

(b) The authoritative copy identifies the purchaser as the assignee of the record or records;

(c) The authoritative copy is communicated to and maintained by the purchaser or its designated custodian;

(d) Copies or amendments that add or change an identified assignee of the authoritative copy can be made only with the consent of the purchaser;

(e) Each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and

(f) Any amendment of the authoritative copy is readily identifiable as authorized or unauthorized.

(3) A system satisfies subsection (1), and a purchaser has control of an authoritative electronic copy of a record evidencing chattel paper, if the electronic copy, a record attached to or logically associated with the electronic copy, or a system in which the electronic copy is recorded:

(a) Enables the purchaser to readily identify each electronic copy as either an authoritative copy or a

nonauthoritative copy;

(b) Enables the purchaser to readily identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as the assignee of the authoritative electronic copy; and

(c) Gives the purchaser exclusive power, subject to subsection (4), to:

1. Prevent others from adding or changing an identified assignee of the authoritative electronic copy; and

2. Transfer control of the authoritative electronic copy.

(4) Subject to subsection (5), a power is exclusive under subparagraphs (3)(c)1. and 2. even if:

(a) The authoritative electronic copy, a record attached to or logically associated with the authoritative electronic copy, or a system in which the authoritative electronic copy is recorded limits the use of the authoritative electronic copy or has a protocol programmed to cause a change, including a transfer or loss of control; or

(b) The power is shared with another person.

(5) A power of a purchaser is not shared with another person as provided in paragraph (4)(b) and the purchaser's power is not exclusive if:

(a) The purchaser can exercise the power only if the power also is exercised by the other person; and

(b) The other person:

1. Can exercise the power without exercise of the power by the purchaser; or

2. Is the transferor to the purchaser of an interest in the chattel paper.

(6) If a purchaser has the powers specified in subparagraphs (3)(c)1. and 2., the powers are presumed to be exclusive.

(7) A purchaser has control of an authoritative electronic copy of a record evidencing chattel paper if another person, other than the transferor to the purchaser of an interest in the chattel paper:

(a) Has control of the authoritative electronic copy and acknowledges that it has control on behalf of the purchaser; or

(b) Obtains control of the authoritative electronic copy after having acknowledged that it will obtain control of the electronic copy on behalf of the purchaser ~~A secured party has control of electronic chattel paper if a system employed for evidencing the transfer of interests in the chattel paper reliably establishes the secured party as the person to which the chattel paper was assigned.~~

~~(2) A system satisfies subsection (1), and a secured party has control of electronic chattel paper, if the record or records comprising the chattel paper are created, stored, and assigned in such a manner that:~~

~~(a) A single authoritative copy of the record or records exists which is unique, identifiable and, except as otherwise provided in paragraphs (d), (e), and (f), unalterable;~~

~~(b) The authoritative copy identifies the secured party as the assignee of the record or records;~~

~~(c) The authoritative copy is communicated to and maintained by the secured party or its designated custodian;~~

~~(d) Copies or amendments that add or change an identified assignee of the authoritative copy can be made only with the~~

~~consent of the secured party;~~

~~(e) Each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and~~

~~(f) Any amendment of the authoritative copy is readily identifiable as authorized or unauthorized~~.

Section 70. Section 679.1052, Florida Statutes, is created to read:

679.1052 Control of electronic money.—

(1) A person has control of electronic money if both of the following apply:

(a) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded gives the person:

1. Power to avail itself of substantially all the benefit from the electronic money; and

2. Exclusive power, subject to subsection (2), to:

a. Prevent others from availing themselves of substantially all the benefit from the electronic money; and

b. Transfer control of the electronic money to another person or cause another person to obtain control of other electronic money as a result of the transfer of the electronic money.

(b) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded enables the person readily to identify itself in any way, including by name, identifying number, cryptographic key, office, or account number, as having the powers under paragraph (a).

(2) Subject to subsection (3), a power is exclusive under sub-subparagraphs (1)(a)2.a. and b. even if:

(a) The electronic money, a record attached to or logically associated with the electronic money, or a system in which the electronic money is recorded limits the use of the electronic money or has a protocol programmed to cause a change, including a transfer or loss of control; or

(b) The power is shared with another person.

(3) A power of a person is not shared with another person under paragraph (2)(b) and the person's power is not exclusive if:

(a) The person can exercise the power only if the power also is exercised by the other person; and

(b) The other person:

1. Can exercise the power without exercise of the power by the person; or

2. Is the transferor to the person of an interest in the electronic money.

(4) If a person has the powers specified in sub-subparagraphs (1)(a)2.a. and b., the powers are presumed to be exclusive.

(5) A person has control of electronic money if another person, other than the transferor to the person of an interest in the electronic money:

(a) Has control of the electronic money and acknowledges that it has control on behalf of the person; or

(b) Obtains control of the electronic money after having acknowledged that it will obtain control of the electronic money on behalf of the person.

Section 71. Section 679.1053, Florida Statutes, is created to read:

679.1053 Control of controllable electronic record, controllable account, or controllable payment intangible.—

(1) A secured party has control of a controllable electronic record as provided in s. 669.105.

(2) A secured party has control of a controllable account or controllable payment intangible if the secured party has control of the controllable electronic record that evidences the controllable account or controllable payment intangible.

Section 72. Section 679.1054, Florida Statutes, is created to read:

679.1054 No requirement to acknowledge or confirm; no duties.—

(1) A person that has control under s. 679.1051, s. 679.1052, or s. 679.1053 is not required to acknowledge that it has control on behalf of another person.

(2) If a person acknowledges that it has or will obtain control on behalf of another person, unless the person otherwise agrees, or law other than this chapter otherwise provides, the person does not owe any duty to the other person and is not required to confirm the acknowledgment to any other person.

Section 73. Subsections (2) and (10) of section 679.2031, Florida Statutes, are amended to read:

679.2031 Attachment and enforceability of security interest; proceeds; supporting obligations; formal requisites.—

(2) Except as otherwise provided in subsections (3) through (10), a security interest is enforceable against the debtor and third parties with respect to the collateral only if:

(a) Value has been given;

(b) The debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party; and

(c) One of the following conditions is met:

1. The debtor has signed ~~authenticated~~ a security agreement that provides a description of the collateral and, if the security interest covers timber to be cut, a description of the land concerned;

2. The collateral is not a certificated security and is in the possession of the secured party under s. 679.3131 pursuant to the debtor's security agreement;

3. The collateral is a certificated security in registered form and the security certificate has been delivered to the secured party under s. 678.3011 pursuant to the debtor's security agreement; ~~or~~

4. The collateral is controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money ~~chattel paper~~, investment property, or letter-of-credit rights, ~~or electronic documents,~~ and the secured party has control under s. 669.105, s. 677.106, s. 679.1041, s. 679.1051, s. 679.1061, or s. 679.1071 pursuant to the debtor's security agreement; or

5. The collateral is chattel paper and the secured party has possession and control under s. 679.3152 pursuant to the debtor's security agreement.

(10) A security interest in an account consisting of a right to payment of a monetary obligation for the sale of real property that is the debtor's homestead under the laws of this state is not enforceable unless:

(a) The description of the account in the security agreement conspicuously states that the collateral includes the debtor's right to payment of a monetary obligation for the sale of real property;

(b) The description of the account in the security agreement includes a legal description of the real property;

(c) The description of the account in the security agreement conspicuously states that the real property is the debtor's homestead; and

(d) The security agreement is also signed ~~authenticated~~ by the debtor's spouse, if the debtor is married; if the debtor's spouse is incompetent, then the method of signature ~~authentication~~ by the debtor's spouse is the same as provided by the laws of this state, other than this chapter, which apply to the alienation or encumbrance of homestead property by an incompetent person.

Section 74. Present subsection (3) of section 679.2041, Florida Statutes, is redesignated as subsection (4), a new subsection (3) is added to that section, and subsection (2) of that section is amended, to read:

679.2041 After-acquired property; future advances.—

(2) Subject to subsection (3), a security interest does not attach under a term constituting an after-acquired property clause to:

(a) Consumer goods, other than an accession when given as additional security, unless the debtor acquires rights in them within 10 days after the secured party gives value; or

(b) A commercial tort claim.

(3) Subsection (2) does not prevent a security interest

from attaching:

(a) To a consumer good as proceeds under s. 679.3151(1) or commingled goods under s. 679.336(3);

(b) To a commercial tort claim as proceeds under s. 679.3151(1); or

(c) Under an after-acquired property clause to property that is proceeds of consumer goods or a commercial tort claim.

Section 75. Subsection (3) of section 679.2071, Florida Statutes, is amended to read:

679.2071 Rights and duties of secured party having possession or control of collateral.—

(3) Except as otherwise provided in subsection (4), a secured party having possession of collateral or control of collateral under s. 677.106, s. 679.1041, s. 679.1051, s. 679.1052, s. 679.1061, or s. 679.1071:

(a) May hold as additional security any proceeds, except money or funds, received from the collateral;

(b) Shall apply money or funds received from the collateral to reduce the secured obligation, unless remitted to the debtor; and

(c) May create a security interest in the collateral.

Section 76. Subsection (2) of section 679.2081, Florida Statutes, is amended to read:

679.2081 Additional duties of secured party having control of collateral.—

(2) Within 10 days after receiving a signed ~~an authenticated~~ demand by the debtor:

(a) A secured party having control of a deposit account under s. 679.1041(1)(b) shall send to the bank with which the

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deposit account is maintained a signed record ~~an authenticated statement~~ that releases the bank from any further obligation to comply with instructions originated by the secured party;

(b) A secured party having control of a deposit account under s. 679.1041(1)(c) shall:

1. Pay the debtor the balance on deposit in the deposit account; or

2. Transfer the balance on deposit into a deposit account in the debtor's name;

(c) A secured party, other than a buyer, having control under s. 679.1051 of an authoritative electronic copy of a record evidencing chattel paper shall transfer control of the electronic copy to the debtor or a person designated by the debtor ~~a secured party, other than a buyer, having control of electronic chattel paper under s. 679.1051 shall:~~

~~1. Communicate the authoritative copy of the electronic chattel paper to the debtor or its designated custodian;~~

~~2. If the debtor designates a custodian that is the designated custodian with which the authoritative copy of the electronic chattel paper is maintained for the secured party, communicate to the custodian an authenticated record releasing the designated custodian from any further obligation to comply with instructions originated by the secured party and instructing the custodian to comply with instructions originated by the debtor; and~~

~~3. Take appropriate action to enable the debtor or the debtor's designated custodian to make copies of or revisions to the authoritative copy which add or change an identified assignee of the authoritative copy without the consent of the~~

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~~secured party~~;

(d) A secured party having control of investment property under s. 678.1061(4)(b) or s. 679.1061(2) shall send to the securities intermediary or commodity intermediary with which the security entitlement or commodity contract is maintained a signed ~~an authenticated~~ record that releases the securities intermediary or commodity intermediary from any further obligation to comply with entitlement orders or directions originated by the secured party;

(e) A secured party having control of a letter-of-credit right under s. 679.1071 shall send to each person having an unfulfilled obligation to pay or deliver proceeds of the letter of credit to the secured party a signed ~~an authenticated~~ release from any further obligation to pay or deliver proceeds of the letter of credit to the secured party; ~~and~~

(f) A secured party having control under s. 677.106 of an authoritative electronic copy of an electronic document of title shall transfer control of the electronic copy to the debtor or a person designated by the debtor;

(g) A secured party having control under s. 679.1052 of electronic money shall transfer control of the electronic money to the debtor or a person designated by the debtor; and

(h) A secured party having control under s. 669.105 of a controllable electronic record, other than a buyer of a controllable account or controllable payment intangible evidenced by the controllable electronic record, shall transfer control of the controllable electronic record to the debtor or a person designated by the debtor ~~of an electronic document shall:~~

~~1. Give control of the electronic document to the debtor or~~

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~~its designated custodian;~~

~~2. If the debtor designates a custodian that is the designated custodian with which the authoritative copy of the electronic document is maintained for the secured party, communicate to the custodian an authenticated record releasing the designated custodian from any further obligation to comply with instructions originated by the secured party and instructing the custodian to comply with instructions originated by the debtor; and~~

~~3. Take appropriate action to enable the debtor or its designated custodian to make copies of or revisions to the authenticated copy which add or change an identified assignee of the authoritative copy without the consent of the secured party~~.

Section 77. Subsection (2) of section 679.209, Florida Statutes, is amended to read:

679.209 Duties of secured party if account debtor has been notified of assignment.—

(2) Within 10 days after receiving a signed ~~an authenticated~~ demand by the debtor, a secured party shall send to an account debtor that has received notification under s. 669.106(2) or s. 679.4061(1) of an assignment to the secured party as assignee a signed ~~under s. 679.4061(1) an authenticated~~ record that releases the account debtor from any further obligation to the secured party.

Section 78. Section 679.210, Florida Statutes, is amended to read:

679.210 Request for accounting; request regarding list of collateral or statement of account.—

(1) In this section, the term:

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(a) "Request" means a record of a type described in paragraph (b), paragraph (c), or paragraph (d).

(b) "Request for an accounting" means a record signed ~~authenticated~~ by a debtor requesting that the recipient provide an accounting of the unpaid obligations secured by collateral and reasonably identifying the transaction or relationship that is the subject of the request.

(c) "Request regarding a list of collateral" means a record signed ~~authenticated~~ by a debtor requesting that the recipient approve or correct a list of what the debtor believes to be the collateral securing an obligation and reasonably identifying the transaction or relationship that is the subject of the request.

(d) "Request regarding a statement of account" means a record signed ~~authenticated~~ by a debtor requesting that the recipient approve or correct a statement indicating what the debtor believes to be the aggregate amount of unpaid obligations secured by collateral as of a specified date and reasonably identifying the transaction or relationship that is the subject of the request.

(e) "Reasonably identifying the transaction or relationship" means that the request provides information sufficient for the person to identify the transaction or relationship and respond to the request. Pursuant to s. 679.603(1), a secured party and debtor may determine by agreement the standards for measuring fulfillment of this duty.

(f) "Person" means a person or entity that is or was a secured party or otherwise claims or has claimed an interest in the collateral.

(2) Subject to subsections (3)-(6) ~~(3), (4), (5), and (6)~~,

a secured party, other than a buyer of accounts, chattel paper, payment intangibles, or promissory notes or a consignor, shall comply with a request within 14 days after receipt:

(a) In the case of a request for an accounting, by signing ~~authenticating~~ and sending to the debtor an accounting; and

(b) In the case of a request regarding a list of collateral or a request regarding a statement of account, by signing ~~authenticating~~ and sending to the debtor an approval or correction.

(3) A secured party that claims a security interest in all of a particular type of collateral owned by the debtor may comply with a request regarding a list of collateral by sending to the debtor a signed ~~an authenticated~~ record including a statement to that effect within 14 days after receipt.

(4) A person who receives a request regarding a list of collateral, claims no interest in the collateral when the request is received, and claimed an interest in the collateral at an earlier time shall comply with the request within 14 days after receipt by sending to the debtor a signed ~~an authenticated~~ record:

(a) Disclaiming any interest in the collateral; and

(b) If known to the recipient, providing the name and mailing address of any assignee of or successor to the recipient's interest in the collateral.

(5) A person who receives a request for an accounting or a request regarding a statement of account, claims no interest in the obligations when the request is received, and claimed an interest in the obligations at an earlier time shall comply with the request within 14 days after receipt by sending to the

debtor a signed ~~an authenticated~~ record:

(a) Disclaiming any interest in the obligations; and

(b) If known to the recipient, providing the name and mailing address of any assignee of or successor to the recipient's interest in the obligations.

(6) A debtor is entitled under this section without charge to one response to a request for an accounting or a request regarding a statement of account for each secured obligation during any 6-month period. A debtor in a consumer transaction is entitled to a single response to a request regarding a list of collateral without charge during any 6-month period. The secured party may require payment of a charge not exceeding $25 for each additional response to a request for an accounting, a request regarding a statement of account, or a request regarding a list of collateral for a consumer transaction. To the extent provided in a signed ~~an authenticated~~ record, the secured party may require the payment of reasonable expenses, including attorney's fees, reasonably incurred in providing a response to a request regarding a list of collateral for a transaction other than a consumer transaction under this section; otherwise, the secured party may not charge more than $25 for each request regarding a list of collateral. Excluding a request related to a proposed satisfaction of the secured obligation, a secured party is not required to respond to more than 12 of each of the permitted requests in any 12-month period.

Section 79. Section 679.3011, Florida Statutes, is amended to read:

679.3011 Law governing perfection and priority of security interests.—Except as otherwise provided in ss. 679.1091,

679.3031, 679.3041, 679.3051, ~~and~~ 679.3061, and 679.3062, the following rules determine the law governing perfection, the effect of perfection or nonperfection, and the priority of a security interest in collateral:

(1) Except as otherwise provided in this section, while a debtor is located in a jurisdiction, the local law of that jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in collateral.

(2) While collateral is located in a jurisdiction, the local law of that jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a possessory security interest in that collateral.

(3) Except as otherwise provided in subsections (4) and (5), while tangible negotiable documents, goods, instruments, or tangible money~~, or tangible chattel paper~~ is located in a jurisdiction, the local law of that jurisdiction governs:

(a) Perfection of a security interest in the goods by filing a fixture filing;

(b) Perfection of a security interest in timber to be cut; and

(c) The effect of perfection or nonperfection and the priority of a nonpossessory security interest in the collateral.

(4) The local law of the jurisdiction in which the wellhead or minehead is located governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in as-extracted collateral.

(5) The law of this state governs:

(a) The perfection of a security interest in goods that are

or are to become fixtures in this state by the filing of a fixture filing.

(b) The effect of perfection or nonperfection and the priority of a security interest in goods that are or are to become fixtures in this state.

Section 80. Subsection (1) of section 679.3041, Florida Statutes, is amended to read:

679.3041 Law governing perfection and priority of security interests in deposit accounts.—

(1) The local law of a bank's jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a deposit account maintained with that bank even if the transaction does not bear any relation to the bank's jurisdiction.

Section 81. Paragraph (e) is added to subsection (1) of section 679.3051, Florida Statutes, to read:

679.3051 Law governing perfection and priority of security interests in investment property.—

(1) Except as otherwise provided in subsection (3), the following rules apply:

(e) Paragraphs (b), (c), and (d) apply even if the transaction does not bear any relation to the jurisdiction.

Section 82. Section 679.3062, Florida Statutes, is created to read:

679.3062 Law governing perfection and priority of security interests in chattel paper.—

(1) Except as provided in subsection (4), if chattel paper is evidenced only by an authoritative electronic copy of the chattel paper or is evidenced by an authoritative electronic

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copy and an authoritative tangible copy, the local law of the chattel paper's jurisdiction governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in the chattel paper, even if the transaction does not bear any relation to the chattel paper's jurisdiction.

(2) The following rules determine the chattel paper's jurisdiction under this section:

(a) If the authoritative electronic copy of the record evidencing chattel paper, or a record attached to or logically associated with the electronic copy and readily available for review, expressly provides that a particular jurisdiction is the chattel paper's jurisdiction for purposes of s. 679.3061, this chapter, or the Uniform Commercial Code, that jurisdiction is the chattel paper's jurisdiction.

(b) If paragraph (a) does not apply and the rules of the system in which the authoritative electronic copy is recorded are readily available for review and expressly provide that a particular jurisdiction is the chattel paper's jurisdiction for purposes of s. 679.3061, this chapter, or the Uniform Commercial Code, that jurisdiction is the chattel paper's jurisdiction.

(c) If paragraphs (a) and (b) do not apply and the authoritative electronic copy, or a record attached to or logically associated with the electronic copy and readily available for review, expressly provides that the chattel paper is governed by the law of a particular jurisdiction, that jurisdiction is the chattel paper's jurisdiction.

(d) If paragraphs (a), (b), and (c) do not apply and the rules of the system in which the authoritative electronic copy is recorded are readily available for review and expressly

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provide that the chattel paper or the system is governed by the law of a particular jurisdiction, that jurisdiction is the chattel paper's jurisdiction.

(e) If paragraphs (a)-(d) do not apply, the chattel paper's jurisdiction is the jurisdiction in which the debtor is located.

(3) If an authoritative tangible copy of a record evidences chattel paper and the chattel paper is not evidenced by an authoritative electronic copy, while the authoritative tangible copy of the record evidencing chattel paper is located in a jurisdiction, the local law of that jurisdiction governs:

(a) Perfection of a security interest in the chattel paper by possession under s. 679.3152; and

(b) The effect of perfection or nonperfection and the priority of a security interest in the chattel paper.

(4) The local law of the jurisdiction in which the debtor is located governs perfection of a security interest in chattel paper by filing.

Section 83. Section 679.3063, Florida Statutes, is created to read:

679.3063 Law governing perfection and priority of security interests in controllable accounts, controllable electronic records, and controllable payment intangibles.—

(1) Except as provided in subsection (2), the local law of the controllable electronic record's jurisdiction specified in s. 669.107(3) and (4) governs perfection, the effect of perfection or nonperfection, and the priority of a security interest in a controllable electronic record and a security interest in a controllable account or controllable payment intangible evidenced by the controllable electronic record.

(2) The local law of the jurisdiction in which the debtor is located governs:

(a) Perfection of a security interest in a controllable account, controllable electronic record, or controllable payment intangible by filing; and

(b) Automatic perfection of a security interest in a controllable payment intangible created by a sale of the controllable payment intangible.

Section 84. Subsection (2) of section 679.3101, Florida Statutes, is amended, and subsection (1) of that section is republished, to read:

679.3101 When filing required to perfect security interest or agricultural lien; security interests and agricultural liens to which filing provisions do not apply.—

(1) Except as otherwise provided in subsection (2) and s. 679.3121(2), a financing statement must be filed to perfect all security interests and agricultural liens.

(2) The filing of a financing statement is not necessary to perfect a security interest:

(a) That is perfected under s. 679.3081(4), (5), (6), or (7);

(b) That is perfected under s. 679.3091 when it attaches;

(c) In property subject to a statute, regulation, or treaty described in s. 679.3111(1);

(d) In goods in possession of a bailee which is perfected under s. 679.3121(4)(a) or (b);

(e) In certificated securities, documents, goods, or instruments which is perfected without filing, control, or possession under s. 679.3121(5), (6), or (7);

(f) In collateral in the secured party's possession under s. 679.3131;

(g) In a certificated security which is perfected by delivery of the security certificate to the secured party under s. 679.3131;

(h) In controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, ~~electronic chattel paper,~~ electronic documents, investment property, or letter-of-credit rights which is perfected by control under s. 679.3141(1) ~~s. 679.3141~~;

(i) In proceeds which is perfected under s. 679.3151; or

(j) That is perfected under s. 679.3161.

Section 85. Section 679.3121, Florida Statutes, is amended to read:

679.3121 Perfection of security interests in chattel paper, controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, documents, goods covered by documents, instruments, investment property, letter-of-credit rights, and money; perfection by permissive filing; temporary perfection without filing or transfer of possession.—

(1) A security interest in chattel paper, controllable accounts, controllable electronic records, controllable payment intangibles ~~negotiable documents~~, instruments, ~~or~~ investment property, or negotiable documents may be perfected by filing.

(2) Except as otherwise provided in s. 679.3151(3) and (4) for proceeds:

(a) A security interest in a deposit account may be perfected only by control under s. 679.3141.

(b) And except as otherwise provided in s. 679.3081(4), a security interest in a letter-of-credit right may be perfected only by control under s. 679.3141.

(c) A security interest in tangible money may be perfected only by the secured party's taking possession under s. 679.3131.

(d) A security interest in electronic money may be perfected only by control under s. 679.3141.

(3) While goods are in the possession of a bailee that has issued a negotiable document covering the goods:

(a) A security interest in the goods may be perfected by perfecting a security interest in the document; and

(b) A security interest perfected in the document has priority over any security interest that becomes perfected in the goods by another method during that time.

(4) While goods are in the possession of a bailee that has issued a nonnegotiable document covering the goods, a security interest in the goods may be perfected by:

(a) Issuance of a document in the name of the secured party;

(b) The bailee's receipt of notification of the secured party's interest; or

(c) Filing as to the goods.

(5) A security interest in certificated securities, negotiable documents, or instruments is perfected without filing or the taking of possession or control for a period of 20 days from the time it attaches to the extent that it arises for new value given under a signed ~~an authenticated~~ security agreement.

(6) A perfected security interest in a negotiable document or goods in possession of a bailee, other than one that has

issued a negotiable document for the goods, remains perfected for 20 days without filing if the secured party makes available to the debtor the goods or documents representing the goods for the purpose of:

(a) Ultimate sale or exchange; or

(b) Loading, unloading, storing, shipping, transshipping, manufacturing, processing, or otherwise dealing with them in a manner preliminary to their sale or exchange.

(7) A perfected security interest in a certificated security or instrument remains perfected for 20 days without filing if the secured party delivers the security certificate or instrument to the debtor for the purpose of:

(a) Ultimate sale or exchange; or

(b) Presentation, collection, enforcement, renewal, or registration of transfer.

(8) After the 20-day period specified in subsection (5), subsection (6), or subsection (7) expires, perfection depends upon compliance with this chapter.

Section 86. Subsections (1), (3), and (4) of section 679.3131, Florida Statutes, are amended to read:

679.3131 When possession by or delivery to secured party perfects security interest without filing.—

(1) Except as otherwise provided in subsection (2), a secured party may perfect a security interest in ~~tangible negotiable documents,~~ goods, instruments, negotiable tangible documents, or tangible money~~, or tangible chattel paper~~ by taking possession of the collateral. A secured party may perfect a security interest in certificated securities by taking delivery of the certificated securities under s. 678.3011.

(3) With respect to collateral other than certificated securities and goods covered by a document, a secured party takes possession of collateral in the possession of a person other than the debtor, the secured party, or a lessee of the collateral from the debtor in the ordinary course of the debtor's business, when:

(a) The person in possession signs ~~authenticates~~ a record acknowledging that it holds possession of the collateral for the secured party's benefit; or

(b) The person takes possession of the collateral after having signed ~~authenticated~~ a record acknowledging that the person will hold possession of the collateral for the secured party's benefit.

(4) If perfection of a security interest depends upon possession of the collateral by a secured party, perfection occurs not ~~no~~ earlier than the time the secured party takes possession and continues only while the secured party retains possession.

Section 87. Section 679.3141, Florida Statutes, is amended to read:

679.3141 Perfection by control.—

(1) A security interest in controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money, investment property, or letter-of-credit rights ~~investment property, deposit accounts, letter-of-credit rights, electronic chattel paper, or electronic documents~~ may be perfected by control of the collateral under s. 677.106, s. 679.1041, s. 679.1052, s. 679.1053 ~~s. 679.1051~~, s. 679.1061, or

s. 679.1071.

(2) A security interest in controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, electronic documents, electronic money, or letter-of-credit rights ~~deposit accounts, electronic chattel paper, letter-of-credit rights, or electronic documents~~ is perfected by control under s. 677.106, s. 679.1041, s. 679.1052, s. 679.1053 ~~s. 679.1051~~, or s. 679.1071 not earlier than the time ~~when~~ the secured party obtains control and remains perfected by control only while the secured party retains control.

(3) A security interest in investment property is perfected by control under s. 679.1061 not earlier than ~~from~~ the time the secured party obtains control and remains perfected by control until:

(a) The secured party does not have control; and

(b) One of the following occurs:

1. If the collateral is a certificated security, the debtor has or acquires possession of the security certificate;

2. If the collateral is an uncertificated security, the issuer has registered or registers the debtor as the registered owner; or

3. If the collateral is a security entitlement, the debtor is or becomes the entitlement holder.

Section 88. Section 679.3152, Florida Statutes, is created to read:

679.3152 Perfection by possession and control of chattel paper.—

(1) A secured party may perfect a security interest in

chattel paper by taking possession of each authoritative tangible copy of the record evidencing the chattel paper and obtaining control of each authoritative electronic copy of the electronic record evidencing the chattel paper.

(2) A security interest is perfected under subsection (1) not earlier than the time the secured party takes possession and obtains control and remains perfected under subsection (1) only while the secured party retains possession and control.

(3) Section 679.3131(3) and (5)-(8) applies to perfection by possession of an authoritative tangible copy of a record evidencing chattel paper.

Section 89. Subsections (1) and (6) of section 679.3161, Florida Statutes, are amended to read:

679.3161 Continued perfection of security interest following change in governing law.—

(1) A security interest perfected pursuant to the law of the jurisdiction designated in s. 679.3011(1), ~~or~~ s. 679.3051(3), s. 679.3062(4), or s. 679.3063(2) remains perfected until the earliest of:

(a) The time perfection would have ceased under the law of that jurisdiction;

(b) The expiration of 4 months after a change of the debtor's location to another jurisdiction; or

(c) The expiration of 1 year after a transfer of collateral to a person who thereby becomes a debtor and is located in another jurisdiction.

(6) A security interest in chattel paper, controllable accounts, controllable electronic records, controllable payment intangibles, deposit accounts, letter-of-credit rights, or

investment property which is perfected under the law of the chattel paper's jurisdiction, the controllable electronic record's jurisdiction, the bank's jurisdiction, the issuer's jurisdiction, a nominated person's jurisdiction, the securities intermediary's jurisdiction, or the commodity intermediary's jurisdiction, as applicable, remains perfected until the earlier of:

(a) The time the security interest would have become unperfected under the law of that jurisdiction; or

(b) The expiration of 4 months after a change of the applicable jurisdiction to another jurisdiction.

Section 90. Subsections (2) and (4) of section 679.3171, Florida Statutes, are amended, subsections (8) through (11) are added to that section, and subsection (1) of that section is republished, to read:

679.3171 Interests that take priority over or take free of security interest or agricultural lien.—

(1) A security interest or agricultural lien is subordinate to the rights of:

(a) A person entitled to priority under s. 679.322; and

(b) Except as otherwise provided in subsection (5), a person who becomes a lien creditor before the earlier of the time:

1. The security interest or agricultural lien is perfected; or

2. One of the conditions specified in s. 679.2031(2)(c) is met and a financing statement covering the collateral is filed.

(2) Except as otherwise provided in subsection (5), a buyer, other than a secured party, of ~~tangible chattel paper,~~

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~~tangible documents,~~ goods, instruments, tangible documents, or a certificated security takes free of a security interest or agricultural lien if the buyer gives value and receives delivery of the collateral without knowledge of the security interest or agricultural lien and before it is perfected.

(4) Subject to subsections (6), (7), and (8), a licensee of a general intangible or a buyer, other than a secured party, of collateral other than electronic money ~~tangible chattel paper~~, tangible documents, goods, instruments, tangible documents, or a certificated security takes free of a security interest if the licensee or buyer gives value without knowledge of the security interest and before it is perfected.

(8) A buyer, other than a secured party, of chattel paper takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and:

(a) Receives delivery of each authoritative tangible copy of the record evidencing the chattel paper; and

(b) If each authoritative electronic copy of the record evidencing the chattel paper can be subjected to control under s. 679.1052, obtains control of each authoritative electronic copy.

(9) A buyer of an electronic document takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and, if each authoritative electronic copy of the document can be subjected to control under s. 677.106, obtains control of each authoritative electronic copy.

(10) A buyer of a controllable electronic record takes free

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of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable electronic record.

(11) A buyer, other than a secured party, of a controllable account or a controllable payment intangible takes free of a security interest if, without knowledge of the security interest and before it is perfected, the buyer gives value and obtains control of the controllable account or controllable payment intangible.

Section 91. Subsections (4) and (6) of section 679.323, Florida Statutes, are amended, and subsection (1) of that section is republished, to read:

679.323 Future advances.—

(1) Except as otherwise provided in subsection (3), for purposes of determining the priority of a perfected security interest under s. 679.322(1)(a), perfection of the security interest dates from the time an advance is made to the extent that the security interest secures an advance that:

(a) Is made while the security interest is perfected only:

1. Under s. 679.3091 when it attaches; or

2. Temporarily under s. 679.3121(5), (6), or (7); and

(b) Is not made pursuant to a commitment entered into before or while the security interest is perfected by a method other than under s. 679.3091 or s. 679.3121(5), (6), or (7).

(4) Except as otherwise provided in subsection (5), a buyer of goods ~~other than a buyer in ordinary course of business~~ takes free of a security interest to the extent that it secures advances made after the earlier of:

(a) The time the secured party acquires knowledge of the

buyer's purchase; or

(b) Forty-five days after the purchase.

(6) Except as otherwise provided in subsection (7), a lessee of goods~~, other than a lessee in ordinary course of business,~~ takes the leasehold interest free of a security interest to the extent that it secures advances made after the earlier of:

(a) The time the secured party acquires knowledge of the lease; or

(b) Forty-five days after the lease contract becomes enforceable.

Section 92. Subsections (2) and (4) of section 679.324, Florida Statutes, are amended to read:

679.324 Priority of purchase-money security interests.—

(2) Subject to subsection (3) and except as otherwise provided in subsection (7), a perfected purchase-money security interest in inventory has priority over a conflicting security interest in the same inventory, has priority over a conflicting security interest in chattel paper or an instrument constituting proceeds of the inventory and in proceeds of the chattel paper, if so provided in s. 679.330, and, except as otherwise provided in s. 679.327, also has priority in identifiable cash proceeds of the inventory to the extent the identifiable cash proceeds are received on or before the delivery of the inventory to a buyer, if:

(a) The purchase-money security interest is perfected when the debtor receives possession of the inventory;

(b) The purchase-money secured party sends a signed ~~an authenticated~~ notification to the holder of the conflicting

security interest;

(c) The holder of the conflicting security interest receives the notification within 5 years before the debtor receives possession of the inventory; and

(d) The notification states that the person sending the notification has or expects to acquire a purchase-money security interest in inventory of the debtor and describes the inventory.

(4) Subject to subsection (5) and except as otherwise provided in subsection (7), a perfected purchase-money security interest in livestock that are farm products has priority over a conflicting security interest in the same livestock, and, except as otherwise provided in s. 679.327, a perfected security interest in their identifiable proceeds and identifiable products in their unmanufactured states also has priority, if:

(a) The purchase-money security interest is perfected when the debtor receives possession of the livestock;

(b) The purchase-money secured party sends a signed ~~an authenticated~~ notification to the holder of the conflicting security interest;

(c) The holder of the conflicting security interest receives the notification within 6 months before the debtor receives possession of the livestock; and

(d) The notification states that the person sending the notification has or expects to acquire a purchase-money security interest in livestock of the debtor and describes the livestock.

Section 93. Section 679.3251, Florida Statutes, is created to read:

679.3251 Priority of security interest in controllable account, controllable electronic record, and controllable

payment intangible.—A security interest in a controllable account, controllable electronic record, or controllable payment intangible held by a secured party having control of the account, electronic record, or payment intangible has priority over a conflicting security interest held by a secured party that does not have control.

Section 94. Subsections (1), (2), and (6) of section 679.330, Florida Statutes, are amended, and subsection (4) of that section is republished, to read:

679.330 Priority of purchaser of chattel paper or instrument.—

(1) A purchaser of chattel paper has priority over a security interest in the chattel paper which is claimed merely as proceeds of inventory subject to a security interest if:

(a) In good faith and in the ordinary course of the purchaser's business, the purchaser gives new value, ~~and~~ takes possession of each authoritative tangible copy of the record evidencing the chattel paper, and ~~or~~ obtains control under s. 679.1051 of each authoritative electronic copy of the record evidencing chattel paper ~~under s. 679.1051~~; and

(b) The authoritative copies of the record evidencing the chattel paper do ~~does~~ not indicate that the chattel paper ~~it~~ has been assigned to an identified assignee other than the purchaser.

(2) A purchaser of chattel paper has priority over a security interest in the chattel paper which is claimed other than merely as proceeds of inventory subject to a security interest if the purchaser gives new value, ~~and~~ takes possession of each authoritative copy of the record evidencing the chattel

paper, and ~~or~~ obtains control under s. 679.1051 of each authoritative electronic copy of the record evidencing the chattel paper ~~under s. 679.1051~~ in good faith, in the ordinary course of the purchaser's business, and without knowledge that the purchase violates the rights of the secured party.

(4) Except as otherwise provided in s. 679.331(1), a purchaser of an instrument has priority over a security interest in the instrument perfected by a method other than possession if the purchaser gives value and takes possession of the instrument in good faith and without knowledge that the purchase violates the rights of the secured party.

(6) For purposes of subsections (2) and (4), if the authoritative copies of the record evidencing chattel paper or an instrument indicate ~~indicates~~ that the chattel paper or instrument ~~it~~ has been assigned to an identified secured party other than the purchaser, a purchaser of the chattel paper or instrument has knowledge that the purchase violates the rights of the secured party.

Section 95. Section 679.331, Florida Statutes, is amended to read:

679.331 Priority of rights of purchasers of controllable accounts, controllable electronic records, controllable payment intangibles ~~instruments~~, documents, instruments, and securities under other articles; priority of interests in financial assets and security entitlements and protection against assertion of claim under chapters 669 and ~~chapter~~ 678.—

(1) This chapter does not limit the rights of a holder in due course of a negotiable instrument, a holder to which a negotiable document of title has been duly negotiated, or a

protected purchaser of a security, or a qualifying purchase of a controllable account, controllable electronic record, or controllable payment intangible. These holders or purchasers take priority over an earlier security interest, even if perfected, to the extent provided in chapters 669, 673, 677, and 678.

(2) This chapter does not limit the rights of or impose liability on a person to the extent that the person is protected against the assertion of an adverse claim under chapter 669 or chapter 678.

(3) Filing under this chapter does not constitute notice of a claim or defense to the holders, purchasers, or persons described in subsections (1) and (2).

Section 96. Section 679.332, Florida Statutes, is amended to read:

679.332 Transfer of money; transfer of funds from deposit account; transfer of electronic money.—

(1) A transferee of tangible money takes the money free of a security interest if the transferee receives possession of the money without acting ~~unless the transferee acts~~ in collusion with the debtor in violating the rights of the secured party.

(2) A transferee of funds from a deposit account takes the funds free of a security interest in the deposit account if the transferee receives the funds without acting ~~unless the transferee acts~~ in collusion with the debtor in violating the rights of the secured party.

(3) A transferee of electronic money takes the money free of a security interest if the transferee obtains control of the money without acting in collusion with the debtor in violating

the rights of the secured party.

Section 97. Section 679.341, Florida Statutes, is amended to read:

679.341 Bank's rights and duties with respect to deposit account.—Except as otherwise provided in s. 679.340(3), and unless the bank otherwise agrees in a signed ~~an authenticated~~ record, a bank's rights and duties with respect to a deposit account maintained with the bank are not terminated, suspended, or modified by:

(1) The creation, attachment, or perfection of a security interest in the deposit account;

(2) The bank's knowledge of the security interest; or

(3) The bank's receipt of instructions from the secured party.

Section 98. Subsection (1) of section 679.4041, Florida Statutes, is amended to read:

679.4041 Rights acquired by assignee; claims and defenses against assignee.—

(1) Unless an account debtor has made an enforceable agreement not to assert defenses or claims, and subject to subsections (2)-(5) ~~(2) through (5)~~, the rights of an assignee are subject to:

(a) All terms of the agreement between the account debtor and assignor and any defense or claim in recoupment arising from the transaction that gave rise to the contract; and

(b) Any other defense or claim of the account debtor against the assignor which accrues before the account debtor receives a notification of the assignment signed ~~authenticated~~ by the assignor or the assignee.

Section 99. Subsections (1) through (4) and (7) of section 679.4061, Florida Statutes, are amended, and subsection (13) is added to that section, to read:

679.4061 Discharge of account debtor; notification of assignment; identification and proof of assignment; restrictions on assignment of accounts, chattel paper, payment intangibles, and promissory notes ineffective.—

(1) Subject to subsections (2)-(9) ~~(2) through (9)~~ and (13), an account debtor on an account, chattel paper, or a payment intangible may discharge its obligation by paying the assignor until, but not after, the account debtor receives a notification, signed ~~authenticated~~ by the assignor or the assignee, that the amount due or to become due has been assigned and that payment is to be made to the assignee. After receipt of the notification, the account debtor may discharge its obligation by paying the assignee and may not discharge the obligation by paying the assignor.

(2) Subject to subsections (8) and (13) ~~subsection (8)~~, notification is ineffective under subsection (1):

(a) If it does not reasonably identify the rights assigned;

(b) To the extent that an agreement between an account debtor and a seller of a payment intangible limits the account debtor's duty to pay a person other than the seller and the limitation is effective under law other than this chapter; or

(c) At the option of an account debtor, if the notification notifies the account debtor to make less than the full amount of any installment or other periodic payment to the assignee, even if:

1. Only a portion of the account, chattel paper, or payment

intangible has been assigned to that assignee;

2. A portion has been assigned to another assignee; or

3. The account debtor knows that the assignment to that assignee is limited.

(3) Subject to subsections (8) and (13) ~~subsection (8)~~, if requested by the account debtor, an assignee shall seasonably furnish reasonable proof that the assignment has been made. Unless the assignee complies, the account debtor may discharge its obligation by paying the assignor, even if the account debtor has received a notification under subsection (1).

(4) For the purposes of this subsection, the term "promissory note" includes a negotiable instrument that evidences chattel paper. Except as otherwise provided in subsections (5) and (12) and ss. 680.303 and 679.4071, and subject to subsection (8), a term in an agreement between an account debtor and an assignor or in a promissory note is ineffective to the extent that it:

(a) Prohibits, restricts, or requires the consent of the account debtor or person obligated on the promissory note to the assignment or transfer of, or the creation, attachment, perfection, or enforcement of a security interest in, the account, chattel paper, payment intangible, or promissory note; or

(b) Provides that the assignment or transfer or the creation, attachment, perfection, or enforcement of the security interest may give rise to a default, breach, right of recoupment, claim, defense, termination, right of termination, or remedy under the account, chattel paper, payment intangible, or promissory note.

(7) Subject to subsections (8) and (13) ~~subsection (8)~~, an account debtor may not waive or vary its option under paragraph (2)(c).

(13) Subsections (1), (2), (3), and (7) do not apply to a controllable account or controllable payment intangible.

Section 100. Subsection (9) is added to section 679.4081, Florida Statutes, to read:

679.4081 Restrictions on assignment of promissory notes, health-care-insurance receivables, and certain general intangibles ineffective.—

(9) For the purposes of this section, the term "promissory note" includes a negotiable instrument that evidences chattel paper.

Section 101. Subsections (1) and (2) of section 679.509, Florida Statutes, are amended to read:

679.509 Persons entitled to file a record.—

(1) A person may file an initial financing statement, amendment that adds collateral covered by a financing statement, or amendment that adds a debtor to a financing statement only if:

(a) The debtor authorizes the filing in a signed ~~an authenticated~~ record or pursuant to subsection (2) or subsection (3); or

(b) The person holds an agricultural lien that has become effective at the time of filing and the financing statement covers only collateral in which the person holds an agricultural lien.

(2) By signing ~~authenticating~~ or becoming bound as a debtor by a security agreement, a debtor or new debtor authorizes the

filing of an initial financing statement, and an amendment, covering:

(a) The collateral described in the security agreement; and

(b) Property that becomes collateral under s. 679.3151(1)(b), whether or not the security agreement expressly covers proceeds.

Section 102. Subsections (2) and (3) of section 679.513, Florida Statutes, are amended to read:

679.513 Termination statement.—

(2) To comply with subsection (1), a secured party shall cause the secured party of record to file the termination statement:

(a) Within 1 month after there is no obligation secured by the collateral covered by the financing statement and no commitment to make an advance, incur an obligation, or otherwise give value; or

(b) If earlier, within 20 days after the secured party receives a signed ~~an authenticated~~ demand from a debtor.

(3) In cases not governed by subsection (1), within 20 days after a secured party receives a signed ~~an authenticated~~ demand from a debtor, the secured party shall cause the secured party of record for a financing statement to send to the debtor a termination statement for the financing statement or file the termination statement in the filing office if:

(a) Except in the case of a financing statement covering accounts or chattel paper that has been sold or goods that are the subject of a consignment, there is no obligation secured by the collateral covered by the financing statement and no commitment to make an advance, incur an obligation, or otherwise

give value;

(b) The financing statement covers accounts or chattel paper that has been sold but as to which the account debtor or other person obligated has discharged its obligation;

(c) The financing statement covers goods that were the subject of a consignment to the debtor but are not in the debtor's possession; or

(d) The debtor did not authorize the filing of the initial financing statement.

Section 103. Subsection (2) of section 679.601, Florida Statutes, is amended, and subsection (4) of that section is republished, to read:

679.601 Rights after default; judicial enforcement; consignor or buyer of accounts, chattel paper, payment intangibles, or promissory notes.—

(2) A secured party in possession of collateral or control of collateral under s. 679.1041, s. 679.1051, s. 679.1052, s. 679.1053, s. 679.1061, or s. 679.1071 has the rights and duties provided in s. 679.2071.

(4) Except as otherwise provided in subsection (7) and s. 679.605, after default, a debtor and an obligor have the rights provided in this part and by agreement of the parties.

Section 104. Subsection (4) of section 679.604, Florida Statutes, is amended to read:

679.604 Procedure if security agreement covers real property or fixtures.—

(4) A secured party that removes collateral shall promptly reimburse any encumbrancer or owner of the real property, other than the debtor, for the cost of repair of any physical injury

caused by the removal. The secured party need not reimburse the encumbrancer or owner for any diminution in value of the real property caused by the absence of the goods removed or by any necessity of replacing them. A person entitled to reimbursement may refuse permission to remove until the secured party gives adequate assurance for the performance of the obligation to reimburse. This subsection does not prohibit a secured party and the person entitled to reimbursement from entering into a signed ~~an authenticated~~ record providing for the removal of fixtures and reimbursement for any damage caused thereby.

Section 105. Section 679.605, Florida Statutes, is amended to read:

679.605 Unknown debtor or secondary obligor.—

(1) Except as provided in subsection (2), a secured party does not owe a duty based on its status as secured party:

(a) ~~(1)~~ To a person who is a debtor or obligor, unless the secured party knows:

1. ~~(a)~~ That the person is a debtor or obligor;

2. ~~(b)~~ The identity of the person; and

3. ~~(c)~~ How to communicate with the person; or

(b) ~~(2)~~ To a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:

1. ~~(a)~~ That the person is a debtor; and

2. ~~(b)~~ The identity of the person.

(2) A secured party owes a duty based on its status as a secured party to a person if, at the time the secured party obtains control of collateral that is a controllable account, controllable electronic record, or controllable payment

intangible or at the time the security interest attaches to the collateral, whichever is later:

(a) The person is a debtor or obligor; and

(b) The secured party knows that the information relating to the person in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)3. is not provided by the collateral, a record attached to or logically associated with the collateral, or the system in which the collateral is recorded.

Section 106. Paragraph (a) of subsection (1) and subsection (3) of section 679.608, Florida Statutes, are amended to read:

679.608 Application of proceeds of collection or enforcement; liability for deficiency and right to surplus.—

(1) If a security interest or agricultural lien secures payment or performance of an obligation, the following rules apply:

(a) A secured party shall apply or pay over for application the cash proceeds of collection or enforcement under s. 679.607 in the following order to:

1. The reasonable expenses of collection and enforcement and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;

2. The satisfaction of obligations secured by the security interest or agricultural lien under which the collection or enforcement is made; and

3. The satisfaction of obligations secured by any subordinate security interest in or other lien on the collateral subject to the security interest or agricultural lien under which the collection or enforcement is made if the secured party

receives a signed ~~an authenticated~~ demand for proceeds before distribution of the proceeds is completed.

(3) If the secured party in good faith cannot determine the validity, extent, or priority of a subordinate security interest or other lien or there are conflicting claims of subordinate interests or liens, the secured party may commence an interpleader action with respect to remaining proceeds in excess of $2,500 in the circuit or county court, as applicable based upon the amount to be deposited, where the collateral was located or collected or in the county where the debtor has its chief executive office or principal residence in this state, as applicable. If authorized in a signed ~~an authenticated~~ record, the interpleading secured party is entitled to be paid from the remaining proceeds the actual costs of the filing fee and an attorney ~~attorney's~~ fee in the amount of $250 incurred in connection with filing the interpleader action and obtaining an order approving the interpleader of funds. The debtor in a consumer transaction may not be assessed for the reasonable attorney ~~attorney's~~ fees and costs incurred in the interpleader action by the holders of subordinate security interests or other liens based upon disputes among said holders, and a debtor in a transaction other than a consumer transaction may only recover such fees and costs to the extent provided for in a signed ~~an authenticated~~ record. If authorized in a signed ~~an authenticated~~ record, the court in the interpleader action may award reasonable attorney ~~attorney's~~ fees and costs to the prevailing party in a dispute between the debtor and a holder of a security interest or lien which claims an interest in the remaining interplead proceeds, but only if the debtor challenges the

validity, priority, or extent of said security interest or lien. Except as provided in this subsection, a debtor may not be assessed reasonable attorney ~~attorney's~~ fees and costs incurred by any party in an interpleader action commenced under this section.

Section 107. Subsections (1), (2), (3), (5), and (6) of section 679.611, Florida Statutes, are amended to read:

679.611 Notification before disposition of collateral.—

(1) In this section, the term "notification date" means the earlier of the date on which:

(a) A secured party sends to the debtor and any secondary obligor a signed ~~an authenticated~~ notification of disposition; or

(b) The debtor and any secondary obligor waive the right to notification.

(2) Except as otherwise provided in subsection (4), a secured party that disposes of collateral under s. 679.610 shall send to the persons specified in subsection (3) a reasonable signed ~~authenticated~~ notification of disposition.

(3) To comply with subsection (2), the secured party shall send a signed ~~an authenticated~~ notification of disposition to:

(a) The debtor;

(b) Any secondary obligor; and

(c) If the collateral is other than consumer goods:

1. Any other person from whom the secured party has received, before the notification date, a signed ~~an authenticated~~ notification of a claim of an interest in the collateral;

2. Any other secured party or lienholder that, 10 days

before the notification date, held a security interest in or other lien on the collateral perfected by the filing of a financing statement that:

a. Identified the collateral;

b. Was indexed under the debtor's name as of that date; and

c. Was filed in the office in which to file a financing statement against the debtor covering the collateral as of that date; and

3. Any other secured party that, 10 days before the notification date, held a security interest in the collateral perfected by compliance with a statute, regulation, or treaty described in s. 679.3111(1).

(5) A secured party complies with the requirement for notification prescribed by subparagraph (3)(c)2. if:

(a) Not later than 20 days or earlier than 30 days before the notification date, the secured party requests, in a commercially reasonable manner, information concerning financing statements indexed under the debtor's name in the office indicated in subparagraph (3)(c)2.; and

(b) Before the notification date, the secured party:

1. Did not receive a response to the request for information; or

2. Received a response to the request for information and sent a signed ~~an authenticated~~ notification of disposition to each secured party or other lienholder named in that response whose financing statement covered the collateral.

(6) For purposes of subsection (3), the secured party may send the signed ~~authenticated~~ notification as follows:

(a) If the collateral is other than consumer goods, to the

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debtor at the address in the financing statement, unless the secured party has received a signed ~~an authenticated~~ record from the debtor notifying the secured party of a different address for such notification purposes or the secured party has actual knowledge of the address of the debtor's chief executive office or principal residence, as applicable, at the time the notification is sent;

(b) If the collateral is other than consumer goods, to any secondary obligor at the address, if any, in the signed ~~authenticated~~ agreement, unless the secured party has received a signed ~~an authenticated~~ record from the secondary obligor notifying the secured party of a different address for such notification purposes or the secured party has actual knowledge of the address of the secondary obligor's chief executive office or principal residence, as applicable, at the time the notification is sent; and

(c) If the collateral is other than consumer goods:

1. To the person described in subparagraph (3)(c)1., at the address stated in the notification;

2. To the person described in subparagraph (3)(c)2., at the address stated in the financing statement;

3. To the person described in subparagraph (3)(c)3., at the address stated in the official records of the recording or registration agency.

Section 108. Subsection (5) of section 679.613, Florida Statutes, is amended to read:

679.613 Contents and form of notification before disposition of collateral; general.—Except in a consumer-goods transaction, the following rules apply:

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(5)(a) The following form of notification and the form appearing in s. 679.614(3)(a) ~~s. 679.614(3)~~, when completed in accordance with the instructions in paragraph (b), each provides sufficient information:

NOTIFICATION OF DISPOSITION
OF COLLATERAL

To:...(Name of debtor, obligor, or other person to which the notification is sent)...
From:...(Name, address, and telephone number of secured party)...

Item 1. Name of any debtor that is not an addressee ~~Debtor(s)~~:...(Name of each debtor ~~Include only if debtor(s) are not an addressee~~)...

~~[For a public disposition:]~~

Item 2. We will sell ~~[or lease or license, as applicable]~~ ~~the~~ ...(describe collateral)...to the highest qualified bidder at public sale. A sale could include a lease or a license. The sale will be held ~~in public~~ as follows:
Day and Date:
Time:
Place:

~~[For a private disposition:]~~

Item 3. We will sell ~~[or lease or license, as applicable]~~ the ...(describe collateral)... at a private sale ~~privately~~ sometime after ...(~~day and~~ date).... A sale could include a lease or a license.

Item 4. You are entitled to an accounting of the unpaid

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indebtedness secured by the property that we intend to sell or, as applicable, ~~[or~~ lease or license.

Item 5. If you request an accounting, you must pay~~, as applicable] for~~ a charge of $.....

Item 6. You may request an accounting by calling us at ...(telephone number)....

(b) The following instructions apply to the form set forth in paragraph (a):

1. Do not include the item numbers in the notification, as they are used only for the purpose of clarification.

2. Include and complete Item 1 only if there is a debtor that is not an addressee of the notification and list the name or names.

3. Include and complete either Item 2, if the notification relates to a public disposition of the collateral, or Item 3, if the notification relates to a private disposition of the collateral. If Item 2 is completed, include the words "to the highest qualified bidder" only if applicable.

4. Include and complete Items 4 and 6.

5. Include and complete Item 5 only if the sender will charge the recipient for an accounting.

Section 109. Subsection (3) of section 679.614, Florida Statutes, is amended to read:

679.614 Contents and form of notification before disposition of collateral; consumer-goods transaction.—In a consumer-goods transaction, the following rules apply:

(3)(a) The following form of notification, when completed in accordance with the instructions set forth in paragraph (b), provides sufficient information:

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...(Name and address of secured party)...
...(Date)...

NOTICE OF OUR PLAN TO SELL PROPERTY

...(Name and address of any obligor who is also a debtor)...
Subject:...(Identify ~~Identification of~~ Transaction)...

We have your ...(describe collateral)..., because you broke promises in our agreement.

~~[For a public disposition:]~~

Item 1. We will sell ...(describe collateral)... at public sale. A sale could include a lease or license. The sale will be held as follows:

Date:

Time:

Place:

You may attend the sale and bring bidders ~~if you want~~.

~~[For a private disposition:]~~

Item 2. We will sell ...(describe collateral)... at private sale sometime after ...(date).... A sale could include a lease or license.

Item 3. The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you ...(will or will not, as applicable)... still owe us the difference. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

Item 4. You can get the property back at any time before we

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sell it by paying us the full amount you owe, ~~(~~not just the past due payments~~)~~, including our expenses. To learn the exact amount you must pay, call us at ...(telephone number)....

Item 5. If you want us to explain to you ...(in writing or in description of electronic record)... how we have figured the amount that you owe us, Item 6. ~~you may~~ call us at ...(telephone number)..., ~~or~~ write us at ...(secured party's address)..., or contact us by ...(description of electronic communication method)... Item 7. and request a written explanation, an explanation in ...(description of electronic record)....

Item 8. We will charge you $.... for the explanation if we sent you another written explanation of the amount you owe us within the last 6 months.

Item 9. If you need more information about the sale, call us at ...(telephone number)..., ~~or~~ write us at ...(secured party's address)..., or contact us by ...(description of electronic communication method)....

Item 10. We are sending this notice to the following other people who have an interest in ...(describe collateral)... or who owe money under your agreement:

...(Names of all other debtors and obligors, if any)...

(b) The following instructions apply to the form of notification in paragraph (a):

1. The instructions in this paragraph refer to the numbers before items in the form of notification in paragraph (a). Do not include the numbers in the notification. The numbers are used only for the purpose of these instructions.

2. Include and complete either Item 1, if the notification relates to a public disposition of the collateral, or Item 2, if

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the notification relates to a private disposition of the collateral.

3. Include and complete Items 3, 4, 5, 6, and 7.

4. In Item 5, include and complete any one of the three alternative methods for the explanation identified in paragraph (a).

5. In Item 6, include the telephone number. In addition, the sender may include and complete either or both of the two additional alternative methods of communication identified in paragraph (a) for the recipient of the notification to communicate with the sender. Neither of the two additional methods of communication is required to be included.

6. In Item 7, include and complete the method or methods for the explanation—writing, writing or electronic record, or electronic record—included in Item 5.

7. Include and complete Item 8 only if a written explanation is included in Item 5 as a method for communicating the explanation and the sender will charge the recipient for another written explanation.

8. In Item 9, include either the telephone number or the address, or both. In addition, the sender may include and complete the additional method of communication identified in paragraph (a) for the recipient of the notification to communicate with the sender. The additional method of electronic communication is not required to be included.

9. If Item 10 does not apply, insert "None" after "agreement:."

Section 110. Subsection (1) of section 679.615, Florida Statutes, is amended to read:

679.615 Application of proceeds of disposition; liability for deficiency and right to surplus.—

(1) A secured party shall apply or pay over for application the cash proceeds of disposition under s. 679.610 in the following order to:

(a) The reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing, and, to the extent provided for by agreement and not prohibited by law, reasonable attorney's fees and legal expenses incurred by the secured party;

(b) The satisfaction of obligations secured by the security interest or agricultural lien under which the disposition is made;

(c) The satisfaction of obligations secured by any subordinate security interest in or other subordinate lien on the collateral if:

1. The secured party receives from the holder of the subordinate security interest or other lien a signed ~~an authenticated~~ demand for proceeds before distribution of the proceeds is completed; and

2. In a case in which a consignor has an interest in the collateral, the subordinate security interest or other lien is senior to the interest of the consignor; and

(d) A secured party that is a consignor of the collateral if the secured party receives from the consignor a signed ~~an authenticated~~ demand for proceeds before distribution of the proceeds is completed.

Section 111. Subsections (1), (2), and (3) of section 679.616, Florida Statutes, are amended to read:

679.616 Explanation of calculation of surplus or deficiency.—

(1) In this section, the term:

(a) "Explanation" means a record ~~writing~~ that:

1. States the amount of the surplus or deficiency;

2. Provides an explanation in accordance with subsection (3) of how the secured party calculated the surplus or deficiency;

3. States, if applicable, that future debits, credits, charges, including additional credit service charges or interest, rebates, and expenses may affect the amount of the surplus or deficiency; and

4. Provides a telephone number or mailing address from which additional information concerning the transaction is available.

(b) "Request" means a record:

1. Signed ~~Authenticated~~ by a debtor or consumer obligor;

2. Requesting that the recipient provide an explanation; and

3. Sent after disposition of the collateral under s. 679.610.

(2) In a consumer-goods transaction in which the debtor is entitled to a surplus or a consumer obligor is liable for a deficiency under s. 679.615, the secured party shall:

(a) Send an explanation to the debtor or consumer obligor, as applicable, after the disposition and:

1. Before or when the secured party accounts to the debtor and pays any surplus or first makes ~~written~~ demand in a record on the consumer obligor after the disposition for payment of the

deficiency; and

2. Within 14 days after receipt of a request; or

(b) In the case of a consumer obligor who is liable for a deficiency, within 14 days after receipt of a request, send to the consumer obligor a record waiving the secured party's right to a deficiency.

(3) To comply with subparagraph (1)(a)2., an explanation ~~a writing~~ must provide the following information in the following order:

(a) The aggregate amount of obligations secured by the security interest under which the disposition was made, and, if the amount reflects a rebate of unearned interest or credit service charge, an indication of that fact, calculated as of a specified date:

1. If the secured party takes or receives possession of the collateral after default, not more than 35 days before the secured party takes or receives possession; or

2. If the secured party takes or receives possession of the collateral before default or does not take possession of the collateral, not more than 35 days before the disposition;

(b) The amount of proceeds of the disposition;

(c) The aggregate amount of the obligations after deducting the amount of proceeds;

(d) The amount, in the aggregate or by type, and types of expenses, including expenses of retaking, holding, preparing for disposition, processing, and disposing of the collateral, and attorney's fees secured by the collateral which are known to the secured party and relate to the current disposition;

(e) The amount, in the aggregate or by type, and types of

credits, including rebates of interest or credit service charges, to which the obligor is known to be entitled and which are not reflected in the amount in paragraph (a); and

(f) The amount of the surplus or deficiency.

Section 112. Subsection (1) of section 679.619, Florida Statutes, is amended to read:

679.619 Transfer of record or legal title.—

(1) In this section, the term "transfer statement" means a record signed ~~authenticated~~ by a secured party stating:

(a) That the debtor has defaulted in connection with an obligation secured by specified collateral;

(b) That the secured party has exercised its post-default remedies with respect to the collateral;

(c) That, by reason of the exercise, a transferee has acquired the rights of the debtor in the collateral; and

(d) The name and mailing address of the secured party, debtor, and transferee.

Section 113. Subsections (1), (2), (3), and (6) of section 679.620, Florida Statutes, are amended to read:

679.620 Acceptance of collateral in full or partial satisfaction of obligation; compulsory disposition of collateral.—

(1) Except as otherwise provided in subsection (7), a secured party may accept collateral in full or partial satisfaction of the obligation it secures only if:

(a) The debtor consents to the acceptance under subsection (3);

(b) The secured party does not receive, within the time set forth in subsection (4), a notification of objection to the

proposal signed ~~authenticated~~ by:

1. A person to whom the secured party was required to send a proposal under s. 679.621; or

2. Any other person, other than the debtor, holding an interest in the collateral subordinate to the security interest that is the subject of the proposal;

(c) If the collateral is consumer goods, the collateral is not in the possession of the debtor when the debtor consents to the acceptance; and

(d) Subsection (5) does not require the secured party to dispose of the collateral or the debtor waives the requirement pursuant to s. 679.624.

(2) A purported or apparent acceptance of collateral under this section is ineffective unless:

(a) The secured party consents to the acceptance in a signed ~~an authenticated~~ record or sends a proposal to the debtor; and

(b) The conditions of subsection (1) are met.

(3) For purposes of this section:

(a) A debtor consents to an acceptance of collateral in partial satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record signed ~~authenticated~~ after default; and

(b) A debtor consents to an acceptance of collateral in full satisfaction of the obligation it secures only if the debtor agrees to the terms of the acceptance in a record signed ~~authenticated~~ after default or the secured party:

1. Sends to the debtor after default a proposal that is unconditional or subject only to a condition that collateral not

in the possession of the secured party be preserved or maintained;

2. In the proposal, proposes to accept collateral in full satisfaction of the obligation it secures, and, in a consumer transaction, provides notice that the proposal will be deemed accepted if it is not objected to by an authenticated notice within 30 days after the date the proposal is sent by the secured party; and

3. Does not receive a notification of objection signed ~~authenticated~~ by the debtor within 30 days after the proposal is sent.

(6) To comply with subsection (5), the secured party shall dispose of the collateral:

(a) Within 90 days after taking possession; or

(b) Within any longer period to which the debtor and all secondary obligors have agreed in an agreement to that effect entered into and signed ~~authenticated~~ after default.

Section 114. Subsection (1) of section 679.621, Florida Statutes, is amended to read:

679.621 Notification of proposal to accept collateral.—

(1) A secured party that desires to accept collateral in full or partial satisfaction of the obligation it secures shall send its proposal to:

(a) Any person from whom the secured party has received, before the debtor consented to the acceptance, a signed ~~an authenticated~~ notification of a claim of an interest in the collateral;

(b) Any other secured party or lienholder that, 10 days before the debtor consented to the acceptance, held a security

interest in or other lien on the collateral perfected by the filing of a financing statement that:

1. Identified the collateral;

2. Was indexed under the debtor's name as of that date; and

3. Was filed in the office or offices in which to file a financing statement against the debtor covering the collateral as of that date; and

(c) Any other secured party that, 10 days before the debtor consented to the acceptance, held a security interest in the collateral perfected by compliance with a statute, regulation, or treaty described in s. 679.3111(1).

Section 115. Section 679.624, Florida Statutes, is amended to read:

679.624 Waiver.—

(1) A debtor or secondary obligor may waive the right to notification of disposition of collateral under s. 679.611 only by an agreement to that effect entered into and signed ~~authenticated~~ after default.

(2) A debtor may waive the right to require disposition of collateral under s. 679.620(5) only by an agreement to that effect entered into and signed ~~authenticated~~ after default.

(3) Except in a consumer-goods transaction, a debtor or secondary obligor may waive the right to redeem collateral under s. 679.623 only by an agreement to that effect entered into and signed ~~authenticated~~ after default.

Section 116. Subsections (1) and (5) of section 679.625, Florida Statutes, are amended, and subsections (3), (6), and (7) of that section are republished, to read:

679.625 Remedies for failure to comply with article.—

(1) If it is established that a secured party is not proceeding in accordance with this chapter, a court may order or restrain collection, enforcement, or disposition of collateral on appropriate terms and conditions. This subsection does ~~shall~~ not preclude a debtor other than a consumer and a secured party, or two or more secured parties in other than a consumer transaction, from agreeing in a signed ~~an authenticated~~ record that the debtor or secured party must first provide to the alleged offending secured party notice of a violation of this chapter and opportunity to cure before commencing any legal proceeding under this section.

(3) Except as otherwise provided in s. 679.628:

(a) A person who, at the time of the failure, was a debtor, was an obligor, or held a security interest in or other lien on the collateral may recover damages under subsection (2) for the person's loss; and

(b) If the collateral is consumer goods, a person who was a debtor or a secondary obligor at the time a secured party failed to comply with this part may recover for that failure in any event an amount not less than the credit service charge plus 10 percent of the principal amount of the obligation or the time-price differential plus 10 percent of the cash price.

(5) In lieu of damages recoverable under subsection (2), the debtor, consumer obligor, or person named as a debtor in a filed record, as applicable, may recover $500 in each case from a person who:

(a) Fails to comply with s. 679.2081;

(b) Fails to comply with s. 679.209;

(c) Files a record that the person is not entitled to file

under s. 679.509(1);

(d) Fails to cause the secured party of record to file or send a termination statement as required by s. 679.513(1) or (3) after receipt of a signed ~~an authenticated~~ record notifying the person of such noncompliance;

(e) Fails to comply with s. 679.616(2)(a) and whose failure is part of a pattern, or consistent with a practice, of noncompliance; or

(f) Fails to comply with s. 679.616(2)(b).

(6) A debtor or consumer obligor may recover damages under subsection (2) and, in addition, $500 in each case from a person who, without reasonable cause, fails to comply with a request under s. 679.210. A recipient of a request under s. 679.210 which never claimed an interest in the collateral or obligations that are the subject of a request under that section has a reasonable excuse for failure to comply with the request within the meaning of this subsection.

(7) If a secured party fails to comply with a request regarding a list of collateral or a statement of account under s. 679.210, the secured party may claim a security interest only as shown in the list or statement included in the request as against a person who is reasonably misled by the failure.

Section 117. Subsections (1) and (2) of section 679.628, Florida Statutes, are amended, and subsection (6) is added to that section, to read:

679.628 Nonliability and limitation on liability of secured party; liability of secondary obligor.—

(1) Subject to subsection (6), unless a secured party knows that a person is a debtor or obligor, knows the identity of the

person, and knows how to communicate with the person:

(a) The secured party is not liable to the person, or to a secured party or lienholder that has filed a financing statement against the person, for failure to comply with this chapter; and

(b) The secured party's failure to comply with this chapter does not affect the liability of the person for a deficiency.

(2) Subject to subsection (6), a secured party is not liable because of its status as a secured party:

(a) To a person who is a debtor or obligor, unless the secured party knows:

1. That the person is a debtor or obligor;

2. The identity of the person; and

3. How to communicate with the person; or

(b) To a secured party or lienholder that has filed a financing statement against a person, unless the secured party knows:

1. That the person is a debtor; and

2. The identity of the person.

(6) Subsections (1) and (2) do not apply to limit the liability of a secured party to a person if, at the time the secured party obtains control of collateral that is a controllable account, controllable electronic record, or controllable payment intangible or at the time the security interest attaches to the collateral, whichever is later:

(a) The person is a debtor or obligor; and

(b) The secured party knows that the information in subparagraph (2)(a)1., subparagraph (2)(a)2., or subparagraph (2)(a)3., relating to the person is not provided by the collateral, a record attached to or logically associated with

the collateral, or the system in which the collateral is recorded.

Section 118. Part IX of chapter 679, Florida Statutes, consisting of ss. 679.901 and 679.902, Florida Statutes, is created and entitled "Transitional Provisions."

Section 119. Section 679.901, Florida Statutes, is created to read:

679.901 Saving clause.—Except as otherwise provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 120. Section 679.902, Florida Statutes, is created to read:

679.902 Transitional provisions.—Effective July 1, 2025, chapter 679 shall be amended by this act, including the transitional provisions for chapters 669 and 679, as amended by this act, as provided in part II of chapter 669.

Section 121. Section 680.1021, Florida Statutes, is amended to read:

680.1021 Scope.—

(1) This chapter applies to any transaction, regardless of form, that creates a lease and, in the case of a hybrid lease, applies to the extent provided in subsection (2).

(2) In a hybrid lease, both of the following apply:

(a) If the lease-of-goods aspects do not predominate:

1. Only the provisions of this chapter which relate primarily to the lease-of-goods aspects of the transaction apply, and the provisions that relate primarily to the transaction as a whole do not apply;

2. Section 608.209 applies if the lease is a finance lease; and

3. Section 608.407 applies to the promises of the lessee in a finance lease to the extent that the promises are consideration for the right to possession and use of the leased goods.

(b) If the lease-of-goods aspects predominate, this chapter applies to the transaction, but does not preclude application in appropriate circumstances of other law to aspects of the lease which do not relate to the lease of goods.

Section 122. Present paragraphs (i) through (z) of subsection (1) of section 680.1031, Florida Statutes, are redesignated as paragraphs (j) through (aa), respectively, a new paragraph (i) is added to that subsection, and paragraphs (a), (d), (e), (f), (h), (j), (l), and (m) of subsection (3) of that section are amended, to read:

680.1031 Definitions and index of definitions.—

(1) In this chapter, unless the context otherwise requires:

(i) "Hybrid lease" means a single transaction involving a lease of goods and:

1. The provision of services;

2. A sale of other goods; or

3. A sale, lease, or license of property other than goods.

(3) The following definitions in other chapters of this code apply to this chapter:

(a) "Account," s. 679.1021(1) ~~s. 679.1021(1)(b)~~.

(d) "Chattel paper," s. 679.1021(1) ~~s. 679.1021(1)(k)~~.

(e) "Consumer goods," s. 679.1021(1) ~~s. 679.1021(1)(w)~~.

(f) "Document," s. 679.1021(1) ~~s. 679.1021(1)(dd)~~.

(h) "General intangible," s. 679.1021(1) ~~s. 679.1021(1)(pp)~~.

(j) "Instrument," s. 679.1021(1) ~~s. 679.1021(1)(uu)~~.

(l) "Mortgage," s. 679.1021(1) ~~s. 679.1021(1)(ccc)~~.

(m) "Pursuant to a commitment," s. 679.1021(1) ~~s. 679.1021(1)(ppp)~~.

Section 123. Section 680.1071, Florida Statutes, is amended to read:

680.1071 Waiver or renunciation of claim or right after default.—Any claim or right arising out of an alleged default or breach of warranty may be discharged in whole or in part without consideration by a ~~written~~ waiver or renunciation in a signed record ~~and~~ delivered by the aggrieved party.

Section 124. Subsections (1), (3), and (5) of section 680.201, Florida Statutes, are amended to read:

680.201 Statute of frauds.—

(1) A lease contract is not enforceable by way of action or defense unless:

(a) In a lease contract that is not a consumer lease, the total payments to be made under the lease contract, excluding payments for options to renew or buy, are less than $1,000; or

(b) There is a record ~~writing~~, signed by the party against whom enforcement is sought or by that party's authorized agent, sufficient to indicate that a lease contract has been made between the parties and to describe the goods leased and the

lease term.

(3) A record ~~writing~~ is not insufficient because it omits or incorrectly states a term agreed upon, but the lease contract is not enforceable under paragraph (1)(b) beyond the lease term and the quantity of goods shown in the record ~~writing~~.

(5) The lease term under a lease contract referred to in subsection (4) is:

(a) If there is a record ~~writing~~ signed by the party against whom enforcement is sought or by that party's authorized agent specifying the lease term, the term so specified;

(b) If the party against whom enforcement is sought admits in that party's pleading, testimony, or otherwise in court a lease term, the term so admitted; or

(c) A reasonable lease term.

Section 125. Section 680.202, Florida Statutes, is amended to read:

680.202 Final ~~written~~ expression: parol or extrinsic evidence.—Terms with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a record ~~writing~~ intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement but may be explained or supplemented:

(1) By course of dealing or usage of trade or by course of performance; and

(2) By evidence of consistent additional terms unless the court finds the record ~~writing~~ to have been intended also as a complete and exclusive statement of the terms of the agreement.

Section 126. Section 680.203, Florida Statutes, is amended to read:

680.203 Seals inoperative.—The affixing of a seal to a record ~~writing~~ evidencing a lease contract or an offer to enter into a lease contract does not render the record ~~writing~~ a sealed instrument, and the law with respect to sealed instruments does not apply to the lease contract or offer.

Section 127. Section 680.205, Florida Statutes, is amended to read:

680.205 Firm offers.—An offer by a merchant to lease goods to or from another person in a signed record ~~writing~~ that by its terms gives assurance it will be held open is not revocable, for lack of consideration, during the time stated or, if no time is stated, for a reasonable time, but in no event may the period of irrevocability exceed 3 months. Any such term of assurance on a form supplied by the offeree must be separately signed by the offeror.

Section 128. Subsection (2) of section 680.208, Florida Statutes, is amended to read:

680.208 Modification, rescission, and waiver.—

(2) A signed lease agreement that excludes modification or rescission except by a signed record ~~writing~~ may not be otherwise modified or rescinded, but, except as between merchants, such a requirement on a form supplied by a merchant must be separately signed by the other party.

Section 129. Part VI of chapter 680, Florida Statutes, consisting of s. 680.601, Florida Statutes, is created and entitled "Transitional Provisions."

Section 130. Section 680.601, Florida Statutes, is created

to read:

680.601 Saving clause.—Except as provided in ss. 669.501-669.706, a transaction validly entered into before July 1, 2025, and the rights, duties, and interests flowing from such transaction remain valid thereafter and may be terminated, completed, consummated, or enforced as required or permitted by law other than the Uniform Commercial Code or, if applicable, by the Uniform Commercial Code as though this act had not taken effect.

Section 131. Subsection (6) of section 55.205, Florida Statutes, is amended to read:

55.205 Effect of judgment lien.—

(6) A judgment lien acquired under s. 55.202 may be enforced only through judicial process, including attachment under chapter 76; execution under chapter 56; garnishment under chapter 77; a charging order under s. 605.0503, s. 620.1703, or s. 620.8504; or proceedings supplementary to execution under s. 56.29. A holder of a judgment lien acquired under s. 55.202, who is not enforcing separate lien rights in a judgment debtor's property, may not enforce his or her rights under this section through self-help repossession or replevin without a court order or without the express consent of the judgment debtor contained in a record authenticated in accordance with s. 668.50 or s. 679.1021(1) ~~s. 679.1021(1)(g)~~ after the judgment lien attaches.

Section 132. Subsection (2) and paragraph (b) of subsection (3) of section 319.27, Florida Statutes, are amended to read:

319.27 Notice of lien on motor vehicles or mobile homes; notation on certificate; recording of lien.—

(2) No lien for purchase money or as security for a debt in

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the form of a security agreement, retain title contract, conditional bill of sale, chattel mortgage, or other similar instrument or any other nonpossessory lien, including a lien for child support, upon a motor vehicle or mobile home upon which a Florida certificate of title has been issued shall be enforceable in any of the courts of this state against creditors or subsequent purchasers for a valuable consideration and without notice, unless a sworn notice of such lien has been filed in the department and such lien has been noted upon the certificate of title of the motor vehicle or mobile home. Such notice shall be effective as constructive notice when filed. The interest of a statutory nonpossessory lienor; the interest of a nonpossessory execution, attachment, or equitable lienor; or the interest of a lien creditor as defined in s. 679.1021(1) ~~s. 679.1021(1)(zz)~~, if nonpossessory, is ~~shall~~ not ~~be~~ enforceable against creditors or subsequent purchasers for a valuable consideration unless such interest becomes a possessory lien or is noted upon the certificate of title for the subject motor vehicle or mobile home prior to the occurrence of the subsequent transaction. Provided the provisions of this subsection relating to a nonpossessory statutory lienor; a nonpossessory execution, attachment, or equitable lienor; or the interest of a lien creditor as defined in s. 679.1021(1) does ~~s. 679.1021(1)(zz) shall~~ not apply to liens validly perfected before ~~prior to~~ October 1, 1988. The notice of lien must ~~shall~~ provide the following information:

(a) The date of the lien if a security agreement, retain title contract, conditional bill of sale, chattel mortgage, or other similar instrument was executed prior to the filing of the

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notice of lien;

(b) The name and address of the registered owner;

(c) A description of the motor vehicle or mobile home, showing the make, type, and vehicle identification number; and

(d) The name and address of the lienholder.

(3)

(b) As applied to a determination of the respective rights of a secured party under this chapter and a lien creditor as defined by s. 679.1021(1) ~~s. 679.1021(1)(zz)~~, or a nonpossessory statutory lienor, a security interest under this chapter shall be perfected upon the filing of the notice of lien with the department, the county tax collector, or their agents. Provided, however, the date of perfection of a security interest of such secured party shall be the same date as the execution of the security agreement or other similar instrument if the notice of lien is filed in accordance with this subsection within 15 days after the debtor receives possession of the motor vehicle or mobile home and executes such security agreement or other similar instrument. The date of filing of the notice of lien shall be the date of its receipt by the department central office in Tallahassee, if first filed there, or otherwise by the office of the county tax collector, or their agents.

Section 133. Subsection (2) of section 328.0015, Florida Statutes, is amended to read:

328.0015 Definitions.—

(2) The following definitions and terms also apply to this part:

(a) "Agreement" as defined in s. 671.201 ~~s. 671.201(3)~~.

(b) "Buyer in ordinary course of business" as defined in s.

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671.201 ~~s. 671.201(9)~~.

(c) "Conspicuous" as defined in s. 671.201 ~~s. 671.201(11)~~.

(d) "Consumer goods" as defined in s. 679.1021(1) ~~s. 679.1021(1)(w)~~.

(e) "Debtor" as defined in s. 679.1021(1) ~~s. 679.1021(1)(bb)~~.

(f) "Knowledge" as defined in s. 671.209.

(g) "Lease" as defined in s. 680.1031(1) ~~s. 680.1031(1)(j)~~.

(h) "Lessor" as defined in s. 680.1031(1) ~~s. 680.1031(1)(p)~~.

(i) "Notice" as defined s. 671.209.

(j) "Representative" as defined in s. 671.201 ~~s. 671.201(37)~~.

(k) "Sale" as defined in s. 672.106(1).

(l) "Security agreement" as defined in s. 679.1021(1) ~~s. 679.1021(1)(uuu)~~.

(m) "Seller" as defined in s. 672.103(1) ~~s. 672.103(1)(d)~~.

(n) "Send" as defined in s. 671.201 ~~s. 671.201(40)~~.

(o) "Value" as defined in s. 671.211.

Section 134. Subsection (13) of section 517.061, Florida Statutes, is amended to read:

517.061 Exempt transactions.—Except as otherwise provided in subsection (11), the exemptions provided herein from the registration requirements of s. 517.07 are self-executing and do not require any filing with the office before being claimed. Any person who claims entitlement to an exemption under this section bears the burden of proving such entitlement in any proceeding brought under this chapter. The registration provisions of s. 517.07 do not apply to any of the following transactions;

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however, such transactions are subject to s. 517.301:

(13) By or for the account of a pledgeholder, a secured party as defined in s. 679.1021(1) ~~s. 679.1021(1)(ttt)~~, or a mortgagee selling or offering for sale or delivery in the ordinary course of business and not for the purposes of avoiding ~~the provisions of~~ this chapter, to liquidate a bona fide debt, a security pledged in good faith as security for such debt.

Section 135. Subsection (2) of section 559.9232, Florida Statutes, is amended to read:

559.9232 Definitions; exclusion of rental-purchase agreements from certain regulations.—

(2) A rental-purchase agreement that complies with this act may ~~shall~~ not be construed to be, nor be governed by, any of the following:

(a) A lease or agreement that constitutes a credit sale as defined in 12 C.F.R. s. 226.2(a)(16) and s. 1602(g) of the federal Truth in Lending Act, 15 U.S.C. ss. 1601 et seq.;

(b) A lease that constitutes a "consumer lease" as defined in 12 C.F.R. s. 213.2(a)(6);

(c) Any lease for agricultural, business, or commercial purposes;

(d) Any lease made to an organization;

(e) A lease or agreement that constitutes a "retail installment contract" or "retail installment transaction" as those terms are defined in s. 520.31; or

(f) A security interest as defined in s. 671.201 ~~s. 671.201(39)~~.

Section 136. Paragraph (g) of subsection (2) of section 563.022, Florida Statutes, is amended to read:

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563.022 Relations between beer distributors and manufacturers.—

(2) DEFINITIONS.—In construing this section, unless the context otherwise requires, the word, phrase, or term:

(g) "Good faith" means honesty in fact in the conduct or transaction concerned as defined and interpreted under s. 671.201 ~~s. 671.201(21)~~.

Section 137. Paragraph (d) of subsection (16) of section 668.50, Florida Statutes, is amended, and paragraph (b) of subsection (3) of that section is republished, to read:

668.50 Uniform Electronic Transaction Act.—

(3) SCOPE.—

(b) This section does not apply to a transaction to the extent the transaction is governed by:

1. A provision of law governing the creation and execution of wills, codicils, or testamentary trusts;

2. The Uniform Commercial Code other than s. 671.107 and chapters 672 and 680; or

3. The Uniform Computer Information Transactions Act.

(16) TRANSFERABLE RECORDS.—

(d) Except as otherwise agreed, a person having control of a transferable record is the holder, as defined in s. 671.201 ~~s. 671.201(22)~~, of the transferable record and has the same rights and defenses as a holder of an equivalent record or writing under the Uniform Commercial Code, including, if the applicable statutory requirements under s. 673.3021, s. 677.501, or s. 679.330 are satisfied, the rights and defenses of a holder in due course, a holder to which a negotiable document of title has been duly negotiated, or a purchaser, respectively. Delivery,

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possession, and indorsement are not required to obtain or exercise any of the rights under this paragraph.

Section 138. For the purpose of incorporating the amendment made by this act to section 671.105, Florida Statutes, in references thereto, subsections (1) and (2) of section 655.55, Florida Statutes, are reenacted to read:

655.55 Law applicable to deposits in and contracts relating to extensions of credit by a deposit or lending institution located in this state.—

(1) The law of this state, excluding its law regarding comity and conflict of laws, governs all aspects, including without limitation the validity and effect, of any deposit account in a branch or office in this state of a deposit or lending institution, including a deposit account otherwise covered by s. 671.105(1), regardless of the citizenship, residence, location, or domicile of any other party to the contract or agreement governing such deposit account, and regardless of any provision of any law of the jurisdiction of the residence, location, or domicile of such other party, whether or not such deposit account bears any other relation to this state, except that this section does not apply to any such deposit account:

(a) To the extent provided to the contrary in s. 671.105(2); or

(b) To the extent that all parties to the contract or agreement governing such deposit account have agreed in writing that the law of another jurisdiction will govern it.

(2) The law of this state, excluding its law regarding comity and conflict of laws, governs all aspects, including

without limitation the validity and effect, of any contract relating to an extension of credit made by a branch or office in this state of a deposit or lending institution, including a contract otherwise covered by s. 671.105(1), if the contract expressly provides that it will be governed by the law of this state, regardless of the citizenship, residence, location, or domicile of any other party to such contract and regardless of any provision of any law of the jurisdiction of the residence, location, or domicile of such other party, whether or not such contract bears any other relation to this state, except that this section does not apply to any such contract to the extent provided to the contrary in s. 671.105(2).

Section 139. For the purpose of incorporating the amendment made by this act to section 671.105, Florida Statutes, in a reference thereto, subsection (2) of section 685.101, Florida Statutes, is reenacted to read:

685.101 Choice of law.—

(2) This section does not apply to any contract, agreement, or undertaking:

(a) Regarding any transaction which does not bear a substantial or reasonable relation to this state in which every party is either or a combination of:

1. A resident and citizen of the United States, but not of this state; or

2. Incorporated or organized under the laws of another state and does not maintain a place of business in this state;

(b) For labor or employment;

(c) Relating to any transaction for personal, family, or household purposes, unless such contract, agreement, or

undertaking concerns a trust at least one trustee of which resides or transacts business as a trustee in this state, in which case this section applies;

(d) To the extent provided to the contrary in s. 671.105(2); or

(e) To the extent such contract, agreement, or undertaking is otherwise covered or affected by s. 655.55.

Section 140. For the purpose of incorporating the amendment made by this act to section 673.1041, Florida Statutes, in a reference thereto, subsection (1) of section 90.953, Florida Statutes, is reenacted to read:

90.953 Admissibility of duplicates.—A duplicate is admissible to the same extent as an original, unless:

(1) The document or writing is a negotiable instrument as defined in s. 673.1041, a security as defined in s. 678.1021, or any other writing that evidences a right to the payment of money, is not itself a security agreement or lease, and is of a type that is transferred by delivery in the ordinary course of business with any necessary endorsement or assignment.

Section 141. For the purpose of incorporating the amendment made by this act to section 673.1041, Florida Statutes, in references thereto, subsections (1), (3), and (4) of section 673.1061, Florida Statutes, are reenacted to read:

673.1061 Unconditional promise or order.—

(1) Except as provided in this section, for the purposes of s. 673.1041(1), a promise or order is unconditional unless it states:

(a) An express condition to payment;

(b) That the promise or order is subject to or governed by

another writing; or

(c) That rights or obligations with respect to the promise or order are stated in another writing.

A reference to another writing does not of itself make the promise or order conditional.

(3) If a promise or order requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the promise or order, the condition does not make the promise or order conditional for the purposes of s. 673.1041(1). If the person whose specimen signature appears on an instrument fails to countersign the instrument, the failure to countersign is a defense to the obligation of the issuer, but the failure does not prevent a transferee of the instrument from becoming a holder of the instrument.

(4) If a promise or order at the time it is issued or first comes into possession of a holder contains a statement, required by applicable statutory or administrative law, to the effect that the rights of a holder or transferee are subject to claims or defenses that the issuer could assert against the original payee, the promise or order is not thereby made conditional for the purposes of s. 673.1041(1); but if the promise or order is an instrument, there cannot be a holder in due course of the instrument.

Section 142. For the purpose of incorporating the amendment made by this act to section 673.1041, Florida Statutes, in a reference thereto, subsection (2) of section 673.1151, Florida Statutes, is reenacted to read:

673.1151 Incomplete instrument.—

(2) Subject to subsection (3), if an incomplete instrument is an instrument under s. 673.1041, it may be enforced according to its terms if it is not completed, or according to its terms as augmented by completion. If an incomplete instrument is not an instrument under s. 673.1041, but, after completion, the requirements of s. 673.1041 are met, the instrument may be enforced according to its terms as augmented by completion.

Section 143. For the purpose of incorporating the amendment made by this act to section 673.6041, Florida Statutes, in a reference thereto, subsection (2) of section 673.6051, Florida Statutes, is reenacted to read:

673.6051 Discharge of indorsers and accommodation parties.—

(2) Discharge, under s. 673.6041, of the obligation of a party to pay an instrument does not discharge the obligation of an indorser or accommodation party having a right of recourse against the discharged party.

Section 144. For the purpose of incorporating the amendments made by this act to sections 673.1041 and 673.1051, Florida Statutes, in references thereto, subsection (2) of section 673.1031, Florida Statutes, is reenacted to read:

673.1031 Definitions.—

(2) Other definitions applying to this chapter and the sections in which they appear are:

"Acceptance," s. 673.4091.

"Accommodated party," s. 673.4191.

"Accommodation party," s. 673.4191.

"Alteration," s. 673.4071.

"Anomalous indorsement," s. 673.2051.

"Blank indorsement," s. 673.2051.

"Cashier's check," s. 673.1041.

"Certificate of deposit," s. 673.1041.

"Certified check," s. 673.4091.

"Check," s. 673.1041.

"Consideration," s. 673.3031.

"Draft," s. 673.1041.

"Holder in due course," s. 673.3021.

"Incomplete instrument," s. 673.1151.

"Indorsement," s. 673.2041.

"Indorser," s. 673.2041.

"Instrument," s. 673.1041.

"Issue," s. 673.1051.

"Issuer," s. 673.1051.

"Negotiable instrument," s. 673.1041.

"Negotiation," s. 673.2011.

"Note," s. 673.1041.

"Payable at a definite time," s. 673.1081.

"Payable on demand," s. 673.1081.

"Payable to bearer," s. 673.1091.

"Payable to order," s. 673.1091.

"Payment," s. 673.6021.

"Person entitled to enforce," s. 673.3011.

"Presentment," s. 673.5011.

"Reacquisition," s. 673.2071.

"Special indorsement," s. 673.2051.

"Teller's check," s. 673.1041.

"Transfer of instrument," s. 673.2031.

"Traveler's check," s. 673.1041.

"Value," s. 673.3031.

Section 145. For the purpose of incorporating the amendment made by this act to section 675.104, Florida Statutes, in a reference thereto, paragraph (j) of subsection (1) of section 675.103, Florida Statutes, is reenacted to read:

675.103 Definitions.—

(1) For purposes of this chapter:

(j) "Letter of credit" means a definite undertaking that satisfies the requirements of s. 675.104 by an issuer to a beneficiary at the request or for the account of an applicant or, in the case of a financial institution, to itself or for its own account, to honor a documentary presentation by payment or delivery of an item of value.

Section 146. For the purpose of incorporating the amendment made by this act to section 675.116, Florida Statutes, in a reference thereto, subsection (2) of section 679.3061, Florida Statutes, is reenacted to read:

679.3061 Law governing perfection and priority of security interests in letter-of-credit rights.—

(2) For purposes of this part, an issuer's jurisdiction or nominated person's jurisdiction is the jurisdiction whose law governs the liability of the issuer or nominated person with respect to the letter-of-credit right as provided in s. 675.116.

Section 147. For the purpose of incorporating the amendment made by this act to section 677.106, Florida Statutes, in a reference thereto, subsection (3) of section 672.103, Florida Statutes, is reenacted to read:

672.103 Definitions and index of definitions.—

(3) The following definitions in other chapters apply to this chapter:

"Check," s. 673.1041.

"Consignee," s. 677.102.

"Consignor," s. 677.102.

"Consumer goods," s. 679.1021.

"Control," s. 677.106.

"Dishonor," s. 673.5021.

"Draft," s. 673.1041.

Section 148. For the purpose of incorporating the amendment made by this act to section 677.106, Florida Statutes, in a reference thereto, subsection (3) of section 674.104, Florida Statutes, is reenacted to read:

674.104 Definitions and index of definitions.—

(3) The following definitions in other chapters apply to this chapter:

"Acceptance," s. 673.4091.

"Alteration," s. 673.4071.

"Cashier's check," s. 673.1041.

"Certificate of deposit," s. 673.1041.

"Certified check," s. 673.4091.

"Check," s. 673.1041.

"Control," s. 677.106.

"Good faith," s. 673.1031.

"Holder in due course," s. 673.3021.

"Instrument," s. 673.1041.

"Notice of dishonor," s. 673.5031.

"Order," s. 673.1031.

"Ordinary care," s. 673.1031.

"Person entitled to enforce," s. 673.3011.

"Presentment," s. 673.5011.

"Promise," s. 673.1031.

"Prove," s. 673.1031.

"Teller's check," s. 673.1041.

"Unauthorized signature," s. 673.4031.

Section 149. For the purpose of incorporating the amendment made by this act to section 678.1061, Florida Statutes, in a reference thereto, subsection (3) of section 678.5101, Florida Statutes, is reenacted to read:

678.5101 Rights of purchaser of security entitlement from entitlement holder.—

(3) In a case not covered by the priority rules in chapter 679, a purchaser for value of a security entitlement, or an interest therein, who obtains control has priority over a purchaser of a security entitlement, or an interest therein, who does not obtain control. Except as otherwise provided in subsection (4), purchasers who have control rank according to priority in time of:

(a) The purchaser's becoming the person for whom the securities account, in which the security entitlement is carried, is maintained, if the purchaser obtained control under s. 678.1061(4)(a);

(b) The securities intermediary's agreement to comply with the purchaser's entitlement orders with respect to security entitlements carried or to be carried in the securities account in which the security entitlement is carried, if the purchaser obtained control under s. 678.1061(4)(b); or

(c) If the purchaser obtained control through another person under s. 678.1061(4)(c), the time on which priority would be based under this subsection if the other person were the

secured party.

Section 150. For the purpose of incorporating the amendment made by this act to section 678.1061, Florida Statutes, in a reference thereto, subsection (1) of section 679.1061, Florida Statutes, is reenacted to read:

679.1061 Control of investment property.—

(1) A person has control of a certificated security, uncertificated security, or security entitlement as provided in s. 678.1061.

Section 151. For the purpose of incorporating the amendment made by this act to section 679.2031, Florida Statutes, in a reference thereto, subsection (3) of section 674.2101, Florida Statutes, is reenacted to read:

674.2101 Security interest of collecting bank in items, accompanying documents, and proceeds.—

(3) Receipt by a collecting bank of a final settlement for an item is a realization on its security interest in the item, accompanying documents, and proceeds. So long as the bank does not receive final settlement for the item or give up possession of the item or possession or control of the accompanying or associated documents for purposes other than collection, the security interest continues to that extent and is subject to chapter 679, but:

(a) No security agreement is necessary to make the security interest enforceable (s. 679.2031(2)(c)1.);

(b) No filing is required to perfect the security interest; and

(c) The security interest has priority over conflicting perfected security interests in the item, accompanying

documents, or proceeds.

Section 152. For the purpose of incorporating the amendment made by this act to section 679.2031, Florida Statutes, in a reference thereto, subsection (2) of section 675.1181, Florida Statutes, is reenacted to read:

675.1181 Security interest of issuer or nominated person.—

(2) As long as and to the extent that an issuer or nominated person has not been reimbursed or has not otherwise recovered the value given with respect to a security interest in a document under subsection (1), the security interest continues and is subject to chapter 679, but a security agreement is not necessary to make the security interest enforceable under s. 679.2031(2)(c):

(a) If the document is presented in a medium other than a written or other tangible medium, the security interest is perfected; and

(b) If the document is presented in a written or other tangible medium and is not a certificated security, chattel paper, a document of title, an instrument, or a letter of credit, the security interest is perfected and has priority over a conflicting security interest in the document so long as the debtor does not have possession of the document.

Section 153. For the purpose of incorporating the amendment made by this act to section 679.2031, Florida Statutes, in a reference thereto, section 679.1101, Florida Statutes, is reenacted to read:

679.1101 Security interests arising under chapter 672 or chapter 680.—A security interest arising under s. 672.401, s. 672.505, s. 672.711(3), or s. 680.508(5) is subject to this

chapter. However, until the debtor obtains possession of the goods:

(1) The security interest is enforceable, even if s. 679.2031(2)(c) has not been satisfied;

(2) Filing is not required to perfect the security interest;

(3) The rights of the secured party after default by the debtor are governed by chapter 672 or chapter 680; and

(4) The security interest has priority over a conflicting security interest created by the debtor.

Section 154. For the purpose of incorporating the amendment made by this act to section 679.2031, Florida Statutes, in a reference thereto, subsection (2) of section 679.709, Florida Statutes, is reenacted to read:

679.709 Priority.—

(2) For purposes of s. 679.322(1), the priority of a security interest that becomes enforceable under s. 679.2031 of this act dates from the time this act takes effect if the security interest is perfected under this act by the filing of a financing statement before this act takes effect which would not have been effective to perfect the security interest under chapter 679, Florida Statutes 2000. This subsection does not apply to conflicting security interests each of which is perfected by the filing of such a financing statement.

Section 155. For the purpose of incorporating the amendment made by this act to section 679.210, Florida Statutes, in a reference thereto, subsection (2) of section 679.602, Florida Statutes, is reenacted to read:

679.602 Waiver and variance of rights and duties.—Except as

otherwise provided in s. 679.624, to the extent that they give rights to a debtor or obligor and impose duties on a secured party, the debtor or obligor may not waive or vary the rules stated in the following listed sections:

(2) Section 679.210, which deals with requests for an accounting and requests concerning a list of collateral and statement of account;

Section 156. For the purpose of incorporating the amendment made by this act to section 679.3141, Florida Statutes, in a reference thereto, subsection (2) of section 679.329, Florida Statutes, is reenacted to read:

679.329 Priority of security interests in letter-of-credit right.—The following rules govern priority among conflicting security interests in the same letter-of-credit right:

(2) Security interests perfected by control under s. 679.3141 rank according to priority in time of obtaining control.

Section 157. For the purpose of incorporating the amendment made by this act to section 679.3161, Florida Statutes, in a reference thereto, subsection (3) of section 679.320, Florida Statutes, is reenacted to read:

679.320 Buyer of goods.—

(3) To the extent that it affects the priority of a security interest over a buyer of goods under subsection (2), the period of effectiveness of a filing made in the jurisdiction in which the seller is located is governed by s. 679.3161(1) and (2).

Section 158. For the purpose of incorporating the amendment made by this act to section 679.3171, Florida Statutes, in a

reference thereto, paragraph (b) of subsection (8) of section 727.109, Florida Statutes, is reenacted to read:

727.109 Power of the court.—The court shall have power to:

(8) Hear and determine any of the following actions brought by the assignee, which she or he is empowered to maintain:

(b) Determine the validity, priority, and extent of a lien or other interests in assets of the estate, or to subordinate or avoid an unperfected security interest pursuant to the assignee's rights as a lien creditor under s. 679.3171.

Section 159. For the purpose of incorporating the amendments made by this act to sections 679.3171 and 679.323, Florida Statutes, in references thereto, subsection (3) of section 680.307, Florida Statutes, is reenacted to read:

680.307 Priority of liens arising by attachment or levy on, security interests in, and other claims to goods.—

(3) Except as otherwise provided in ss. 679.3171, 679.321, and 679.323, a lessee takes a leasehold interest subject to a security interest held by a creditor or lessor.

Section 160. For the purpose of incorporating the amendments made by this act to sections 678.1061, 679.3131, 679.3141, and 679.323, Florida Statutes, in references thereto, subsections (2), (5), and (7) of section 679.328, Florida Statutes, are reenacted to read:

679.328 Priority of security interests in investment property.—The following rules govern priority among conflicting security interests in the same investment property:

(2) Except as otherwise provided in subsections (3) and (4), conflicting security interests held by secured parties each of which has control under s. 679.1061 rank according to

priority in time of:

(a) If the collateral is a security, obtaining control;

(b) If the collateral is a security entitlement carried in a securities account and:

1. If the secured party obtained control under s. 678.1061(4)(a), the secured party's becoming the person for which the securities account is maintained;

2. If the secured party obtained control under s. 678.1061(4)(b), the securities intermediary's agreement to comply with the secured party's entitlement orders with respect to security entitlements carried or to be carried in the securities account; or

3. If the secured party obtained control through another person under s. 678.1061(4)(c), the time on which priority would be based under this paragraph if the other person were the secured party; or

(c) If the collateral is a commodity contract carried with a commodity intermediary, the satisfaction of the requirement for control specified in s. 679.1061(2)(b) with respect to commodity contracts carried or to be carried with the commodity intermediary.

(5) A security interest in a certificated security in registered form which is perfected by taking delivery under s. 679.3131(1) and not by control under s. 679.3141 has priority over a conflicting security interest perfected by a method other than control.

(7) In all other cases, priority among conflicting security interests in investment property is governed by ss. 679.322 and 679.323.

Section 161. For the purpose of incorporating the amendments made by this act to sections 679.1041 and 679.3141, Florida Statutes, in references thereto, subsections (1) and (2) of section 679.327, Florida Statutes, are reenacted to read:

679.327 Priority of security interests in deposit account.—The following rules govern priority among conflicting security interests in the same deposit account:

(1) A security interest held by a secured party having control of the deposit account under s. 679.1041 has priority over a conflicting security interest held by a secured party that does not have control.

(2) Except as otherwise provided in subsections (3) and (4), security interests perfected by control under s. 679.3141 rank according to priority in time of obtaining control.

Section 162. For the purpose of incorporating the amendments made by this act to sections 679.2031 and 679.4041, Florida Statutes, in a reference thereto, subsection (4) of section 679.1091, Florida Statutes, is reenacted to read:

679.1091 Scope.—

(4) This chapter does not apply to:

(a) A landlord's lien, other than an agricultural lien;

(b) A lien, other than an agricultural lien, given by statute or other rule of law for services or materials, but s. 679.333 applies with respect to priority of the lien;

(c) An assignment of a claim for wages, salary, or other compensation of an employee;

(d) A sale of accounts, chattel paper, payment intangibles, or promissory notes as part of a sale of the business out of which they arose;

(e) An assignment of accounts, chattel paper, payment intangibles, or promissory notes which is for the purpose of collection only;

(f) An assignment of a right to payment under a contract to an assignee that is also obligated to perform under the contract;

(g) An assignment of a single account, payment intangible, or promissory note to an assignee in full or partial satisfaction of a preexisting indebtedness;

(h) A transfer of an interest in or an assignment of a claim under a policy of insurance, other than an assignment by or to a health-care provider of a health-care-insurance receivable and any subsequent assignment of the right to payment, but ss. 679.3151 and 679.322 apply with respect to proceeds and priorities in proceeds;

(i) An assignment of a right represented by a judgment, other than a judgment taken on a right to payment that was collateral;

(j) A right of recoupment or set-off, but:

1. Section 679.340 applies with respect to the effectiveness of rights of recoupment or set-off against deposit accounts; and

2. Section 679.4041 applies with respect to defenses or claims of an account debtor;

(k) The creation or transfer of an interest in or lien on real property, including a lease or rents thereunder, except to the extent that provision is made for:

1. Liens on real property in ss. 679.2031 and 679.3081;

2. Fixtures in s. 679.334;

3. Fixture filings in ss. 679.5011, 679.5021, 679.512, 679.516, and 679.519; and

4. Security agreements covering personal and real property in s. 679.604;

(l) An assignment of a claim arising in tort, other than a commercial tort claim, but ss. 679.3151 and 679.322 apply with respect to proceeds and priorities in proceeds;

(m) An assignment of a deposit account, other than a nonnegotiable certificate of deposit, in a consumer transaction, but ss. 679.3151 and 679.322 apply with respect to proceeds and priorities in proceeds;

(n) Any transfer by a government or governmental unit; or

(o) A transfer or pledge of, or creation of a security interest in, any interest or right or portion of any interest or right in any storm-recovery property as defined in s. 366.8260.

Section 163. For the purpose of incorporating the amendment made by this act to section 679.628, Florida Statutes, in a reference thereto, subsection (3) of section 679.626, Florida Statutes, is reenacted to read:

679.626 Action in which deficiency or surplus is in issue.—In an action arising from a transaction in which the amount of a deficiency or surplus is in issue, the following rules apply:

(3) Except as otherwise provided in s. 679.628, if a secured party fails to prove that the collection, enforcement, disposition, or acceptance was conducted in accordance with the provisions of this part relating to collection, enforcement, disposition, or acceptance, the liability of a debtor or a secondary obligor for a deficiency is limited to an amount by which the sum of the secured obligation, reasonable expenses,

and, to the extent provided for by agreement and not prohibited by law, attorney's fees exceeds the greater of:

(a) The proceeds of the collection, enforcement, disposition, or acceptance; or

(b) The amount of proceeds that would have been realized had the noncomplying secured party proceeded in accordance with the provisions of this part relating to collection, enforcement, disposition, or acceptance.

Section 164. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 19, 2025

I respectfully request that **Senate Bill #1666**, relating to Uniform Commercial Code, be placed on the:

☒ committee agenda at your earliest possible convenience.

☐ next committee agenda.

Erin K. Grall

Senator Erin Grall
Florida Senate, District 29

File signed original with committee office

S-020 (03/2004)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	SB 1690
INTRODUCER:	Senator McClain
SUBJECT:	Surrendered Infants
DATE:	April 2, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Morgan	Brown	HP	**Favorable**
2.	Bond	Cibula	JU	**Favorable**
3.			RC	

I. Summary:

SB 1690 modifies statutory provisions relating to surrendered infants. The bill authorizes a hospital, an emergency medical services (EMS) station, or a fire station that is staffed 24 hours per day to use an infant safety device to accept surrendered infants in accordance with safety procedures specified in the bill.

The bill provides an effective date of July 1, 2025.

II. Present Situation:

Infant Safe Haven Laws

Every state legislature has enacted laws to address infant abandonment and endangerment in response to a reported increase in the abandonment of infants in unsafe locations, such as public restrooms or trash receptacles. Beginning with Texas in 1999, states have enacted these safe haven laws as an incentive for mothers in crisis to safely relinquish their babies at designated locations where the babies are protected and provided with care until a permanent home is found.[1]

While there is great variability in the laws across states, safe haven laws generally allow the parent, or an agent of the parent, to remain anonymous and to be shielded from criminal liability and prosecution for child endangerment, abandonment, or neglect in exchange for surrendering the baby to a safe haven.[2] Most states designate hospitals, EMS providers, health care facilities, and fire stations as a safe haven. In eleven states, including Florida as of July 1, 2024,[3]

[1] Child Welfare Information Gateway, *Infant Safe Haven Laws* (Sep. 2021), *available at* https://www.childwelfare.gov/resources/infant-safe-haven-laws/ (last visited Mar. 22, 2025).
[2] *Id*.
[3] Chapter 2024-213, Laws of Fla.

emergency medical personnel responding to 911 calls may accept an infant who is being lawfully surrendered.[4] Laws in 22 states allow a parent to voluntarily deliver an infant to an infant safety device that meets certain safety standards.[5]

The age in which a baby may be lawfully surrendered also varies significantly from state to state. Approximately 24 states, including Florida,[6] accept infants up to 30 days old.[7] Ages in other states range from up to 72 hours to one year.[8]

According to the nonprofit organization known as the National Safe Haven Alliance (NSHA), 4,835 safe haven relinquishments occurred during 1999-2023 nationwide,[9] and 4,996 nationally as of this writing.[10] Illegal abandonments have also occurred during that time span, with some infants found alive and others deceased. These statistics are unofficial estimates, as there is no federally mandated safe haven report requirement.

Surrender of Infants in Florida

The Florida Legislature enacted Florida's initial abandoned newborn infant law in 2000.[11] The law created s. 383.50, F.S., and authorized the abandonment of a newborn infant, up to three days old or younger, at a hospital or a fire station and addressed the presumption of relinquishment of parental rights, implied consent to treatment, anonymity, and physical custody of the infant.[12]

In 2001, s. 383.50, F.S., was amended to authorize EMS stations, in addition to hospitals and fire stations, as optional locations for the lawful relinquishment of a newborn infant.[13]

In 2008, multiple provisions of s. 383.50, F.S., were modified to refer to "surrendered newborn infant" rather than "abandoned newborn infant."[14] The three-day age limit for surrender of a newborn infant was increased to a seven-day age limit. Additionally, a provision was added to indicate that when an infant is born in a hospital and the mother expresses intent to leave the infant and not return, the hospital or registrar is directed, upon her request, to complete the infant's birth certificate without naming the mother.

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[4] *Supra* note 1. Connecticut, Idaho, Illinois, Indiana, Iowa, Louisiana, Minnesota, New Hampshire, Vermont, and Wisconsin.
[5] National Conference of State Legislatures, *Safe Haven Laws Memo* (Mar. 24, 2025) (on file with Senate Committee on Health Policy). Arkansas, Idaho, Indiana, Kentucky, Louisiana, Maine, Mississippi, Montana, New Hampshire, Oklahoma, South Dakota, Tennessee, Virginia, and West Viriginia.
[6] *Supra* note 3.
[7] *Supra* note 1. Arizona, Arkansas, Connecticut, Georgia, Idaho, Illinois, Indiana, Iowa, Kentucky, Maine, Montana, Nebraska, Nevada, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Utah, Vermont, and West Virginia.
[8] *Supra* note 1.
[9] National Safe Haven Alliance, *2023 Annual/Impact Report, available at* https://www.nationalsafehavenalliance.org/_files/ugd/1c34fd_d0b326dc49884c0ca87f8e023d354cea.pdf (last visited Mar. 22, 2025).
[10] National Safe Haven Alliance, *Our Cause, available at* https://www.nationalsafehavenalliance.org/our-cause (last visited Mar. 22, 2025).
[11] Chapter 2000-188, Laws of Fla.
[12] Section 383.50, F.S.
[13] Chapter 2001-53, s. 15, Laws of Fla.
[14] Chapter 2008-90, s. 4, Laws of Fla.

In 2024, multiple statutory provisions were modified to enact the following:[15]

- Changed the term "newborn infant" to "infant."
- Increased the age in which an infant may be lawfully surrendered from approximately seven days old to approximately 30 days old.
- Provided an additional method of lawful surrender, allowing the parent of an infant to dial 911 to request that an EMS provider meet the parent at a specified location for the surrender of the infant directly to the EMS provider.
- Clarified the manner in which a parent may relinquish an infant at a hospital following delivery.
- Extended immunity from criminal investigation solely because an infant is left with eligible EMS station personnel or at an EMS station or a fire station.
- Extended immunity from criminal or civil liability to medical staff of a hospital for acting in good faith when accepting a surrendered infant at a hospital in accordance with statutory provisions.

Under current law, a firefighter, emergency medical technician, or paramedic at a fire station or EMS station who accepts a surrendered infant must arrange for the immediate transportation of the newborn infant to the nearest hospital having emergency services.[16] Upon admitting a surrendered infant, each hospital in this state having emergency services must provide all necessary emergency services and care for the surrendered infant and immediately contact a local licensed child-placing agency (CPA) or the Department of Children and Families' (DCF) statewide abuse hotline for the name of a CPA and transfer custody of the surrendered infant.[17]

A Safe Haven for Newborns[18] reports that over the past 25 years, approximately 476 newborns have been surrendered or abandoned in Florida.[19] Since 2000, 411 newborns have been surrendered in a safe haven hospital, EMS station, or a fire station, and approximately 65 newborns have been abandoned in unsafe places. In 2025, as of this writing, three newborns have been recorded as surrendered to a safe haven.[20]

Safe Haven Baby Boxes

A baby box is a safety device provided under a state's Safe Haven Law to legally and safely facilitate a mother in crisis to safely, securely, and anonymously surrender an infant if she is unable to care for her infant. A baby box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of an infant inside, an alarm system to alert facility staff that a baby is inside, and an interior door which allows a staff member to secure the surrendered infant from inside the designated building.[21]

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[15] *Supra* note 3.
[16] Sections 383.50(3) and 395.1041, F.S.
[17] Section 383.50(7), F.S.
[18] A Safe Haven for Newborns is a program of The Florida M. Silverio Foundation, a 501(c)(3) organization located in Miami, Florida.
[19] A Safe Haven for Newborns, *A Safe Haven for Newborns Statistics*, *available at* https://asafehavenfornewborns.com/what-we-do/safe-haven-statistics/ (last visited Mar. 22, 2025).
[20] *Id*.
[21] Safe Haven Baby Boxes, *available at* https://www.shbb.org/ (last visited Mar. 23, 2025).

Safe Haven Baby Boxes, Inc., is a nonprofit incorporated in Indiana,[22] which has patented a device for receiving a surrendered baby,[23] trademarked as a "Safe Haven Baby Box."[24] The federal Food and Drug Administration has determined that a Safe Haven Baby Box is not a medical "device" pursuant to s. 201 of the federal Food, Drug, and Cosmetic Act, and therefore is not required to comply with the requirements of the act.[25]

Over 150 babies have been surrendered nationwide inside Safe Haven Baby Boxes since the first was installed in 2016.[26] There are 317 active baby boxes, five of which are in Florida.[27] Arizona also has baby drawers, which can be found at six different medical centers in the state.[28] Florida's Safe Haven baby boxes are located at the Martin Luther King, Jr. (MLK), First Responder Campus; the Marion County Fire and Rescue in Ocala; the Citrus County Fire Rescue in Crystal River; the Hernando County Fire Department in Spring Hill; and the Newberry Fire Station #28 in Newberry.[29] In January 2023, an infant was surrendered at the baby box at the MLK First Responder Campus in Ocala.[30]

III. Effect of Proposed Changes:

Section 1 amends s. 383.50, F.S., to revise the definition of "infant," and to add a definition of "infant safety device" to mean a device that is installed in a supporting wall of a hospital, an emergency medical services station, or a fire station and that has an exterior point of access allowing an individual to place an infant inside and an interior point of access allowing individuals inside the building to retrieve the infant safely.

The bill authorizes a hospital, an EMS station, or a fire station that is staffed 24 hours per day to use an infant safety device to accept surrendered infants if the device is:

- Physically part of the hospital, EMS station, or fire station and installed in a supporting wall;
- Temperature-controlled and ventilated for the safety of infants;
- Equipped with a dual alarm system connected to the physical location of the device which automatically triggers an alarm inside the building when an infant is placed in the device;

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[22] *See* Indiana Secretary of State Corporation and Business Entity Search; *search by entity name available at:* https://bsd.sos.in.gov/publicbusinesssearch (last visited Mar. 23, 2025).
[23] *See* United States Patent (dated Apr. 28, 2020), *available at* https://img1.wsimg.com/blobby/go/0e1dea24-4aa4-477a-b7dd-0e668b1de6d1/downloads/Patent%20.pdf?ver=1610398180477 (last visited Mar. 23, 2025).
[24] *See* Trademark Certificate (registered Oct. 15, 2019), *available at* https://img1.wsimg.com/blobby/go/0e1dea24-4aa4-477a-b7dd-0e668b1de6d1/downloads/Tradmark%20Certificate.pdf?ver=1610398180478 (last visited Mar. 23, 2025).
[25] *See* Letter from U.S. Food and Drug Administration to Safe Haven Baby Boxes, Inc. (dated Feb. 15, 2019), *available at* https://img1.wsimg.com/blobby/go/0e1dea24-4aa4-477a-b7dd 0e668b1de6d1/downloads/C180100.Letter.pdf?ver=1610398180478 (last visited Mar. 23, 2025).
[26] Safe Haven Baby Boxes, *Mission, available at* https://www.shbb.org/history (last visited Mar. 23, 2025).
[27] Safe Haven Baby Boxes, *SHBB Locations, available at* https://project-safe-haven-babybox.vercel.app/ (last visited Mar. 23, 2025).
[28] Arizona Safe Baby Haven Foundation, *AZ Safe Haven Law, available at* https://azsafebabyhaven.org/information/ (last visited Mar. 23, 2025). Banner Thunderbird Medical Center, Banner Cardon Children's Medical Center, Banner Estrella Medical Center, HonorHealth Scottsdale Osborn Medical Center, Maricopa Medical Center, and Mayo Clinic Phoenix.
[29] *Supra* note 27.
[30] *See* Newborn surrendered at Florida fire station is first baby saved by state's only "Baby Box" by Charine Akbara, (published Jan. 10, 2023, Fox 13 News), *available at* https://www.fox13news.com/news/newborn-surrendered-at-florida-fire-station-is-first-baby-saved-by-states-only-baby-box (last visited Mar. 23, 2025).

- Equipped with a surveillance system that allows employees of the hospital, EMS station, or fire station to monitor the inside of the device 24 hours per day; and
- Located such that the interior point of access is in an area that is conspicuous and visible to the employees of the hospital, EMS station, or fire station.

Under the bill, a hospital, EMS station, or fire station that uses an infant safety device to accept surrendered infants must use the device's surveillance system to monitor the inside of the infant safety device 24 hours per day and must physically check the device at least twice daily and test the device at least weekly to ensure the alarm system is in working order. A fire station that is staffed 24 hours per day except when all firefighter first responders are dispatched from the fire station for an emergency must use the dual alarm system of the infant safety device to dispatch immediately the nearest first responder to retrieve any infant left in the infant safety device.

Existing provisions related to the presumption that the parent intended to leave the infant, consented to appropriate medical treatment and care, and to termination of parental rights; the care and custodial processing of an infant upon lawful surrender; and the parent's anonymity upon surrender, are extended by the bill to occasions when infants are surrendered in an infant safety device.

The bill further provides conforming changes to utilize the term "surrendered" instead of "left."

Section 2 amends s. 63.0423, F.S., to make a conforming and technical change.

Section 3 provides an effective date of July 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

None.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

None.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends the following sections of the Florida Statutes: 383.50 and 63.0423.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

None.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

By Senator McClain

9-01530-25 20251690__

A bill to be entitled

An act relating to surrendered infants; amending s. 383.50, F.S.; revising the definition of the term "infant"; defining the term "infant safety device"; authorizing certain hospitals, emergency medical services stations, and fire stations to use infant safety devices to accept surrendered infants if the device meets specified criteria; requiring such hospitals, emergency medical services stations, and fire stations to monitor the inside of the device 24 hours per day and physically check and test the devices at specified intervals; providing additional requirements for certain fire stations using such devices; conforming provisions to changes made by the act; amending s. 63.0423, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 383.50, Florida Statutes, is amended to read:

383.50 Treatment of surrendered infant.—

(1) As used in this section, the term:

(a) "Infant" means a child who a licensed physician reasonably believes is approximately 30 days old or younger at the time the child is surrendered under this section ~~left at a hospital, an emergency medical services station, or a fire station~~.

(b) "Infant safety device" means a device that is installed

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in a supporting wall of a hospital, an emergency medical services station, or a fire station and that has an exterior point of access allowing an individual to place an infant inside and an interior point of access allowing individuals inside the building to retrieve the infant safely.

(2) There is a presumption that the parent who leaves the infant in accordance with this section intended to leave the infant and consented to termination of parental rights.

(3)(a) A hospital, an emergency medical services station, or a fire station that is staffed 24 hours per day may use an infant safety device to accept surrendered infants under this section if the device is:

1. Physically part of the hospital, emergency medical services station, or fire station and installed in a supporting wall.

2. Temperature-controlled and ventilated for the safety of infants.

3. Equipped with a dual alarm system connected to the physical location of the device which automatically triggers an alarm inside the building when an infant is placed in the device.

4. Equipped with a surveillance system that allows employees of the hospital, emergency medical services station, or fire station to monitor the inside of the device 24 hours per day.

5. Located such that the interior point of access is in an area that is conspicuous and visible to the employees of the hospital, emergency medical services station, or fire station.

(b) A hospital, an emergency medical services station, or a

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

fire station that uses an infant safety device to accept surrendered infants shall use the device's surveillance system to monitor the inside of the infant safety device 24 hours per day and shall physically check the device at least twice daily and test the device at least weekly to ensure that the alarm system is in working order. A fire station that is staffed 24 hours per day except when all firefighter first responders are dispatched from the fire station for an emergency must use the dual alarm system of the infant safety device to dispatch immediately the nearest first responder to retrieve any infant left in the infant safety device.

(4) Each emergency medical services station or fire station that is staffed with full-time firefighters, emergency medical technicians, or paramedics shall accept any infant left with a firefighter, an emergency medical technician, or a paramedic or in an infant safety device. The firefighter, emergency medical technician, or paramedic shall consider these actions as implied consent to and shall:

(a) Provide emergency medical services to the infant to the extent that he or she is trained to provide those services; and

(b) Arrange for the immediate transportation of the infant to the nearest hospital having emergency services.

A licensee as defined in s. 401.23, a fire department, or an employee or agent of a licensee or fire department may treat and transport an infant pursuant to this section. If an infant is placed in the physical custody of an employee or agent of a licensee or fire department or is placed in an infant safety device, such placement is considered implied consent for

treatment and transport. A licensee, a fire department, or an employee or agent of a licensee or fire department is immune from criminal or civil liability for acting in good faith pursuant to this section. This subsection does not limit liability for negligence.

(5)(a) ~~(4)(a)~~ After the delivery of an infant in a hospital, a parent of the infant may leave the infant with medical staff or a licensed health care professional at the hospital if the parent notifies such medical staff or licensed health care professional that the parent is voluntarily surrendering the infant and does not intend to return.

(b) Each hospital of this state subject to s. 395.1041 shall, and any other hospital may, admit and provide all necessary emergency services and care, as defined in s. 395.002(9), to any infant left with the hospital in accordance with this section. The hospital or any of its medical staff or licensed health care professionals shall consider these actions as implied consent for treatment, and a hospital accepting physical custody of an infant has implied consent to perform all necessary emergency services and care. The hospital or any of its medical staff or licensed health care professionals are immune from criminal or civil liability for acting in good faith in accordance with this section. This subsection does not limit liability for negligence.

(6) ~~(5)~~ Except when there is actual or suspected child abuse or neglect, any parent who surrenders ~~leaves~~ an infant in accordance with this section ~~a firefighter, an emergency medical technician, or a paramedic at a fire station or an emergency medical services station, or brings an infant to an emergency~~

~~room of a hospital and expresses an intent to leave the infant and not return,~~ has the absolute right to remain anonymous and to leave at any time and may not be pursued or followed unless the parent seeks to reclaim the infant. When an infant is born in a hospital and the mother expresses intent to leave the infant and not return, upon the mother's request, the hospital or registrar must ~~shall~~ complete the infant's birth certificate without naming the mother thereon.

(7)~~(6)~~ A parent of an infant surrendered ~~left at a hospital, an emergency medical services station, or a fire station~~ under this section may claim his or her infant up until the court enters a judgment terminating his or her parental rights. A claim to the infant must be made to the entity having physical or legal custody of the infant or to the circuit court before whom proceedings involving the infant are pending.

(8)~~(7)~~ Upon admitting an infant under this section, the hospital shall immediately contact a local licensed child-placing agency or alternatively contact the statewide central abuse hotline for the name of a licensed child-placing agency for purposes of transferring physical custody of the infant. The hospital shall notify the licensed child-placing agency that an infant has been left with the hospital and approximately when the licensed child-placing agency can take physical custody of the infant. In cases where there is actual or suspected child abuse or neglect, the hospital or any of its medical staff or licensed health care professionals shall report the actual or suspected child abuse or neglect in accordance with ss. 39.201 and 395.1023 in lieu of contacting a licensed child-placing agency.

(9)~~(8)~~ An infant admitted to a hospital in accordance with this section is presumed eligible for coverage under Medicaid, subject to federal rules.

(10)~~(9)~~ An infant surrendered ~~left at a hospital, an emergency medical services station, or a fire station~~ in accordance with this section may not be deemed abandoned and is not subject to the reporting and investigation requirements under s. 39.201 unless there is actual or suspected child abuse or until the Department of Children and Families takes physical custody of the infant.

(11)~~(10)~~ If the parent of an infant is unable to surrender the infant in accordance with this section, the parent may call 911 to request that an emergency medical services provider meet the surrendering parent at a specified location. The surrendering parent must stay with the infant until the emergency medical services provider arrives to take custody of the infant.

(12)~~(11)~~ A criminal investigation may not be initiated solely because an infant is surrendered in accordance with this section unless there is actual or suspected child abuse or neglect.

Section 2. Subsection (4) of section 63.0423, Florida Statutes, is amended to read:

63.0423 Procedures with respect to surrendered infants.—

(4) The parent who surrenders the infant in accordance with s. 383.50 is presumed to have consented to termination of parental rights, and express consent is not required. Except when there is actual or suspected child abuse or neglect, the licensed child-placing agency may not attempt to pursue, search

for, or notify that parent as provided in s. 63.088 and chapter 49. For purposes of s. 383.50 and this section, an infant who tests positive for illegal drugs, narcotic prescription drugs, alcohol, or other substances, but shows no other signs of child abuse or neglect, shall be placed in the custody of a licensed child-placing agency. Such a placement does not eliminate the reporting requirement under s. 383.50(8) ~~s. 383.50(7)~~. When the department is contacted regarding an infant properly surrendered under this section and s. 383.50, the department shall provide instruction to contact a licensed child-placing agency and may not take custody of the infant unless reasonable efforts to contact a licensed child-placing agency to accept the infant have not been successful.

Section 3. This act shall take effect July 1, 2025.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

The Florida Senate

Committee Agenda Request

To: Senator Clay Yarborough, Chair
Committee on Judiciary

Subject: Committee Agenda Request

Date: March 26, 2025

I respectfully request that **Senate Bill #1690**, relating to Surrendered Infants, be placed on the:

☒ committee agenda at your earliest possible convenience.

☐ next committee agenda.

Senator Stan Mcclain
Florida Senate, District 9

File signed original with committee office

The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
Senate professional staff conducting the meeting

4/1/25
Meeting Date

Senate Judiciary
Committee

SB 1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name PG Schafer

Phone 352-362-3023

Address 2015 SW 43rd Place
Street
Ocala FL 34471
City State Zip

Email peegee.ree@gmail.com

Speaking: [X] For [ ] Against [ ] Information **OR** Waive Speaking: [ ] In Support [ ] Against

PLEASE CHECK ONE OF THE FOLLOWING:

[ ] I am appearing without compensation or sponsorship.

[ ] I am a registered lobbyist, representing:

[ ] I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name Bob Schafer

Phone 352 804 3793

Address 2015 SW 43rd Place
Street
Ocala, FL 34471
City State Zip

Email bob@returnxi.com

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name Aaron DiPietro

Phone 904-608-4471

Address P.O Box 530103
Street

Email aarond@flfamily.org

Orlando FL 32853
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Florida Family Voice

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4-1-25
Meeting Date

Judiciary
Committee

1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name Andrew Shirvell

Phone (386)569-0563

Address P.O. Box 12152
Street

Email andrew@FloridaVoiceFortheunborn.com

Tallahassee FL 32317
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:

Florida Voice For the Unborn

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name Linda Bell

Phone 786/208/3292

Address 1990 Crow Lane
Street

Email Lyndaforlife@bellsouth.net

Tally FL 32310
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☑ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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1 APRIL 2025
Meeting Date

SB 1690
Bill Number or Topic

Committee

Amendment Barcode (if applicable)

Name BILL SNYDER Phone

Address Email

Street

City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☒ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB 1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name John Labriola

Phone 954-515-2084

Address PO Box 650216
Street

Email JohnLabriola@cfcflorida.net

Miami FL 33265
City State Zip

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing: Christian Family Coalition Florida

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

4pm 110508

The Florida Senate

APPEARANCE RECORD

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April 1, 2025
Meeting Date

Judiciary
Committee

1690
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barney Bishop III

Phone 850-510-9922

Address 1454 Vieux Carre Drive
Street

Email Barney@BarneyBishop.com

Tallahassee FL 32308
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Smart Justice Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Judiciary

BILL:	CS/CS/SB 1828
INTRODUCER:	Judiciary Committee; Criminal Justice Committee; and Senator Martin
SUBJECT:	Trespass
DATE:	April 3, 2025
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Wyant	Stokes	CJ	**Fav/CS**
2.	Bond	Cibula	JU	**Fav/CS**
3.			RC	

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/CS/SB 1828 amends s. 871.05, F.S., to create a third degree felony offense for trespassing in a venue during a covered ticketed event wherein attendance exceeds 5,000 persons.

The bill amends s. 810.09, F.S., to create a third degree felony for a person that trespasses on property that is maintained or secured by federal, state, or local law enforcement when posted.

The bill amends the offense severity ranking chart to reflect the redesignated paragraphs.

The bill may have an indeterminate fiscal impact on the Department of Corrections. *See Section V. Fiscal Impact Statement.*

The bill takes effect October 1, 2025.

II. Present Situation:

Next year, Miami's Hard Rock Stadium will host the FIFA World Cup 26. The full match schedule for the biggest-ever FIFA World Cup has not been announced, and Miami will house four group-stage fixtures as well as a round of 32 games, a quarter-final tie and the bronze final

match.[1] The stadium, which has a capacity of 65,000, has hosted several high-profile matches, including the highest grossing soccer match in North American history, El Clasico between Real Madrid and FC Barcelona, in 2017.[2]

Section 810.08, F.S., states that a person commits a second degree misdemeanor[3] offense of trespass in a structure[4] or conveyance,[5] if:[6]

- Without being authorized, licensed, or invited, such person willfully enters or remains in any structure or conveyance; or,
- Having been authorized, licensed, or invited, such person is warned by the owner or lessee of the premises, or by a person authorized[7] by the owner or lessee, to depart and refuses to do so.

If a person is in the structure or conveyance at the time the offender trespassed, the offense is a first degree misdemeanor.[8]

If the offender is armed with a firearm or other dangerous weapon, or arms himself or herself while in the structure or conveyance, the trespass offense is a third degree felony.[9,10]

Section 871.05, F.S., provides that a person commits a first degree misdemeanor if he or she willfully enters or remains in a restricted area during a covered event without being authorized, licensed, or invited to enter or remain in such restricted area.[11]

---

[1] FIFA, *Miami to Host Seven FIFA World Cup 26 matches*, available at: https://www.fifa.com/en/tournaments/mens/worldcup/canadamexicousa2026/articles/miami-stadium-host-seven-matches (last visited March 18, 2025).
[2] Hard Rock Stadium, *FIFA Announces Miami as Host City for World Cup in 2026* (June 16, 2022) available at: https://www.hardrockstadium.com/miami-world-cup-2026-announcement/ (last visited March 18, 2025).
[3] A second degree misdemeanor is punishable by a term of imprisonment not exceeding 60 days and a fine of up to $500. Sections 775.082 and 775.083, F.S.
[4] "Structure" means a building of any kind, either temporary or permanent, which has a roof over it, together with the curtilage thereof. However, during the time of a state of emergency declared by executive order or proclamation of the Governor under ch. 252, F.S., and within the area covered by such executive order or proclamation and for purposes of ss. 810.02 and 810.08, F.S., only, the term means a building of any kind or such portions or remnants thereof as exist at the original site, regardless of absence of wall or roof. Section 810.011(1), F.S.
[5] "Conveyance" means any motor vehicle, ship, vessel, railroad vehicle or car, trailer, aircraft, or sleeping car; and "to enter a conveyance" includes taking apart any portion of the conveyance. However, during the state of emergency declared by executive order or proclamation of the Governor under ch. 252, F.S., and within the area covered by such executive order or proclamation and for purposes of ss. 810.02 and 810.08, F.S., only, the term "conveyance" means a motor vehicle, ship, vessel, railroad vehicle or car, trailer, aircraft, or sleeping car or such portions thereof as exist. Section 810.011(3), F.S.
[6] Section 810.08(1), F.S.
[7] As used in this section, "person authorized" means any owner or lessee, or his or her agent, or any law enforcement officer whose department has received written authorization from the owner or lessee, or his or her agent, to communicate an order to depart the property in the case of a threat to public safety or welfare. Section 810.08(3), F.S.
[8] Section 810.08(2)(b), F.S.
[9] A third degree felony is generally punishable by not more than 5 years in state prison and a fine not exceeding $5,000. Section 775.082 and 775.083, F.S.
[10] Section 810.08(2)(c), F.S.
[11] "Restricted area" means any area designated for use by players, coaches, officials, performers, or other personnel administering a covered event that is on or adjacent to, the area of play or performance. Section 871.05(1)(c), F.S.

"Covered event" means an athletic competition or practice, including one conducted in a public venue, or a live artistic, theatrical, or other entertainment performance event. The duration of such event includes the period from the time when the venue is held open to the public for such event until the end of the athletic competition or performance event.[12]

III. Effect of Proposed Changes:

The bill amends s. 871.05, F.S., to create a third degree felony offense for a person to willfully enter or remain in a venue, unless authorized, licensed, or invited to enter or remain, during a covered ticketed event wherein attendance exceeds 5,000 persons.

The bill amends s. 810.09, F.S., to create a third degree felony for a person that trespasses on property that is maintained or secured by federal, state, or local law enforcement when posted. The signage must state:

> THIS AREA IS A DESIGNATED RESTRICTED SITE SECURED BY LAW ENFORCEMENT, AND ANYONE WHO TRESPASSES ON THIS PROPERTY COMMITS A FELONY.

The bill takes effect October 1, 2025.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

The bill does not appear to require the cities and counties to expend funds or limit their authority to raise revenue or receive state-shared revenues as specified by Article VII, s. 18 of the State Constitution.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

None.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

[12] Section 871.05(1)(a), F.S.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

None.

B. Private Sector Impact:

None.

C. Government Sector Impact:

The bill may have a positive indeterminate prison bed impact due to the creation of a new third degree felony offense.

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

VIII. Statutes Affected:

This bill substantially amends sections 810.09, 871.05 and 921.0022 of the Florida Statutes.

IX. Additional Information:

A. Committee Substitute – Statement of Substantial Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS/CS by Judiciary on April 1, 2025:
The committee substitute replaces references to "structure" with the more accurate term "venue."

CS by Criminal Justice on March 25, 2025:
The committee substitute:

- Amends s. 871.05, F.S., to create the crime of trespass in a ticketed covered event.
- Creates a third degree felony offense for anyone who trespasses when a site is secured by federal, state, or local law enforcement, which is posted.

B. Amendments:

None.

229842

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/02/2025	.	
	.	
	.	
	.	

The Committee on Judiciary (Martin) recommended the following:

Senate Amendment (with title amendment)

Delete lines 52 - 64
and insert:
(2) A person may not:
(a) Intentionally touch or strike a covered participant during a covered event against the will of the covered participant, or intentionally cause bodily harm to a covered participant during a covered event; or
(b) Willfully enter or remain in a restricted area during a covered event without being authorized, licensed, or invited to

229842

enter or remain in such a restricted area.

(c) Willfully enter or remain in a venue during a ticketed covered event wherein attendance exceeds 5,000 persons, without being authorized, licensed, or invited to enter or remain in such venue.

========== T I T L E A M E N D M E N T ==========

And the title is amended as follows:

Delete lines 6 - 11

and insert:

is posted; amending s. 871.05, F.S.; prohibiting a person from willfully entering or remaining in a venue during a ticketed covered event without being authorized, licensed, or invited to enter or remain in such venue; providing criminal penalties; providing an

By the Committee on Criminal Justice; and Senator Martin

591-02840-25 20251828c1

A bill to be entitled

An act relating to trespass; amending s. 810.09, F.S.; providing enhanced criminal penalties for trespassing on property maintained or secured by federal, state, or local law enforcement officers if specified notice is posted; amending s. 871.05, F.S.; defining the term "structure"; prohibiting a person from willfully entering or remaining in a structure during a certain ticketed covered event without being authorized, licensed, or invited to enter or remain in such structure; providing criminal penalties; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (k) is added to subsection (2) of section 810.09, Florida Statutes, to read:

810.09 Trespass on property other than structure or conveyance.—

(2) Except as provided in this subsection, trespass on property other than a structure or conveyance is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(k) The offender commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the property trespassed upon is an area being maintained or secured by federal, state, or local law enforcement officers which is legally posted and identified in substantially the following manner: "THIS AREA IS A DESIGNATED RESTRICTED SITE

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591-02840-25 20251828c1

SECURED BY LAW ENFORCEMENT, AND ANYONE WHO TRESPASSES ON THIS PROPERTY COMMITS A FELONY."

Section 2. Section 871.05, Florida Statutes, is amended to read:

871.05 Interference with a sporting or entertainment event.—

(1) As used in this section, the term:

(a) "Covered event" means an athletic competition or practice, including one conducted in a public venue, or a live artistic, theatrical, or other entertainment performance event. The duration of such event includes the period from the time when a venue is held open to the public for such an event until the end of the athletic competition or performance event.

(b) "Covered participant" means an umpire, officiating crew member, player, coach, manager, groundskeeper, or any artistic, theatrical, or other performer or sanctioned participant in a covered event. The term includes event operations and security employees working at a covered event.

(c) "Restricted area" means any area designated for use by players, coaches, officials, performers, or other personnel administering a covered event that is on, or adjacent to, the area of play or performance.

(d) "Structure" has the same meaning as in s. 810.011.

(2) A person may not:

(a) Intentionally touch or strike a covered participant during a covered event against the will of the covered participant, or intentionally cause bodily harm to a covered participant during a covered event; or

(b) Willfully enter or remain in a restricted area during a

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

covered event without being authorized, licensed, or invited to enter or remain in such a restricted area.

(c) Willfully enter or remain in a structure during a ticketed covered event wherein attendance exceeds 5,000 persons, without being authorized, licensed, or invited to enter or remain in such structure.

(3) A person who:

(a) Violates paragraph (2)(a) or paragraph (2)(b) ~~subsection (2)~~ commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or by a fine of not more than $2,500.

(b) Violates paragraph (2)(c) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Solicits another person to violate subsection (2) by offering money or any other thing of value to another to engage in specific conduct that constitutes such a violation commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(4) A person convicted of a violation of this section may not realize any profit or benefit, directly or indirectly, from committing such a violation. Any profit or benefit payable to or accruing to a person convicted of a violation of this section is subject to seizure and forfeiture as provided in the Florida Contraband Forfeiture Act.

Section 3. This act shall take effect October 1, 2025.

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The Florida Senate

APPEARANCE RECORD

Deliver both copies of this form to
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April 1, 2025
Meeting Date

Judiciary
Committee

1828
Bill Number or Topic

Amendment Barcode (if applicable)

Name Barney Bishop III

Phone 850-510-9922

Address 1454 Vieux Carre Drive
Street

Email Barney@BarneyBishop.com

Tallahassee FL 32308
City *State* *Zip*

Speaking: ☐ For ☐ Against ☐ Information **OR** Waive Speaking: ☑ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☐ I am appearing without compensation or sponsorship.

☑ I am a registered lobbyist, representing:
Florida Smart Justice Alliance

☐ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

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S-001 (08/10/2021)

The Florida Senate

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4/1/25
Meeting Date

Judiciary
Committee

SB1828
Bill Number or Topic

Amendment Barcode (if applicable)

Name Sheriff Rosie Cordero-Stutz

Phone 305-861-1351

Address 9105 NW 25 St
Street

Doral FL 33172
City State Zip

Email rcs@mdso.com

Speaking: ☑ For ☐ Against ☐ Information **OR** Waive Speaking: ☐ In Support ☐ Against

PLEASE CHECK ONE OF THE FOLLOWING:

☒ I am appearing without compensation or sponsorship.

☐ I am a registered lobbyist, representing:

☒ I am not a lobbyist, but received something of value for my appearance (travel, meals, lodging, etc.), sponsored by:

While it is a tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this hearing. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard. If you have questions about registering to lobby please see Fla. Stat. §11.045 and Joint Rule 1. 2020-2022JointRules.pdf (flsenate.gov)

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S-001 (08/10/2021)

CourtSmart Tag Report

Room: SB 110 **Case No.:** **Type:**
Caption: Senate Judiciary Committee **Judge:**

Started: 3/25/2025 4:02:49 PM
Ends: 3/25/2025 6:00:05 PM Length: 01:57:17

4:02:49 PM Chair Yarborough calls meeting to order
4:02:56 PM Roll Call
4:03:35 PM Chair Yarborough makes opening remarks
4:03:42 PM Tab 8, CS/SB 304 by Senator Sharief, Specific Medical Diagnoses in Child Protective Investigations
4:03:44 PM Chair Yarborough recognizes Senator Sharief
4:03:53 PM Senator Sharief explains the bill
4:06:23 PM Amendment 730156
4:06:28 PM Senator Sharief explains the amendment
4:07:03 PM Chair Yarborough reads public testimony
4:07:14 PM Senator Sharief waives close
4:07:21 PM Chair Yarborough reports amendment
4:07:31 PM Chair Yarborough recognizes public testimony:
4:07:52 PM Michael Patterson
4:08:47 PM Tasha Patterson
4:13:16 PM Octavia Brown
4:15:55 PM Leigh Crutch
4:17:55 PM Terri Weidle
4:21:32 PM Kayli Stafford
4:24:03 PM Debate:
4:24:05 PM Senator Gaetz
4:25:11 PM Senator Sharief closes on the bill
4:27:11 PM Roll Call on CS/CS/SB 304
4:27:51 PM Tab 12, SB 1430 by Senator Collins, Postjudgment Execution Proceedings Relating to Terrorism
4:27:52 PM Chair Yarborough recognizes Senator Collins
4:28:01 PM Senator Collins explains the bill
4:29:44 PM Chair Yarborough reads appearance cards waiving
4:29:56 PM Senator Collins closes on the bill
4:30:21 PM Roll Call on SB1430
4:30:58 PM Tab 7, SB 96 by Senator Bernard, Relief of Jacob Rodgers by the City of Gainesville
4:31:05 PM Chair Yarborough recognizes Senator Bernard
4:31:12 PM Senator Bernard explains the bill
4:31:53 PM Chair Yarborough reads appearance cards waiving
4:32:06 PM Senator Bernard waives close
4:32:11 PM Roll Call on SB 96
4:32:46 PM Tab 9, SB 382 by Senator Bernard, Rent of Affordable Housing Dwelling Units
4:32:55 PM Amendment Barcode 343700
4:33:04 PM Senator Bernard explains the amendment
4:33:43 PM Questions:
4:33:45 PM Senator Passidomo
4:34:22 PM Senator Bernard

4:34:31 PM Senator Bernard waives close
4:34:43 PM Chair Yarborough reports amendment
4:34:53 PM Chair Yarborough recognizes public testimony:
4:35:49 PM Kimberly Doctor
4:36:43 PM Chair Yarborough reads appearance cards waiving
4:38:16 PM Senator Bernard closes on the bill
4:38:46 PM Roll Call on CS/SB 382
4:39:18 PM Tab 1, SB 4 by Senator Rodriguez, Relief of Patricia Ermini by the Lee County Sherriff's Office
4:39:38 PM Chair Yarborough recognizes Senator Rodriguez
4:39:52 PM Senator Rodriguez explains the bill
4:40:17 PM Amendment Barcode #2022284
4:40:46 PM Senator Rodriguez explains the amendment
4:41:06 PM Chair Yarborough reports amendment
4:41:28 PM Questions:
4:41:29 PM Senator Polsky
4:41:33 PM Senator Rodriguez
4:41:54 PM Chair Yarborough reads appearance cards waiving
4:42:07 PM Senator Rodriguez closes on the bill
4:42:17 PM Roll Call on CS/SB 4
4:43:10 PM Tab 2, SB 6 by Senator Rodriguez, Relief of Jose Correa by Miami-Dade County
4:43:17 PM Senator Rodriguez explains the bill
4:43:30 PM Questions:
4:43:35 PM Debate:
4:43:44 PM Roll Call on SB 6
4:44:20 PM Tab 11, SB 1142 by Senator Rodriguez, Release of Conservation Easements
4:44:30 PM Chair Yarborough recognizes Senator Rodriguez
4:44:31 PM Senator Rodriguez explains the bill
4:45:39 PM Questions:
4:45:41 PM Senator Berman
4:45:49 PM Senator Rodriguez
4:46:02 PM Senator Berman
4:46:11 PM Senator Rodriguez
4:46:19 PM Senator Passidomo
4:46:43 PM Senator Rodriguez
4:46:56 PM Senator Passidomo
4:47:16 PM Senator Rodriguez
4:47:31 PM Chair Yarborough recognizes public testimony:
4:47:49 PM Karen Woodall
4:49:08 PM Marc Dunbar
4:50:07 PM Debate:
4:50:09 PM Senator Passidomo
4:51:55 PM Senator Rodriguez closes on the bill
4:52:19 PM Roll Call on SB 1142
4:52:49 PM Tab 10, SB 658 by Senator Truenow, Waiver or Release of Liens
4:52:56 PM Chair Yarborough recognizes Senator Truenow
4:52:58 PM Senator Truenow explains the bill
4:53:53 PM Chair Yarborough reads appearance cards waiving
4:54:07 PM Debate:
4:54:09 PM Senator Passidomo
4:54:55 PM Senator Truenow closes on the bill
4:55:42 PM Roll Call on SB 658

4:56:13 PM Tab 4, SB 28 by Senator Martin, Relief of Darline Angervil and J.R. by the South Broward Hospital District
4:56:24 PM Chair Yarborough recognizes Senator Martin
4:56:30 PM Senator Martin explains the bill
4:58:11 PM Chair Yarborough reads appearance cards waiving
4:58:21 PM Senator Martin waives close
4:58:24 PM Roll Call on SB 28
4:58:47 PM Tab 5, SB 30 by Senator Martin, Relief of the Estate of M.N. by the Broward County Sheriff's Office
4:59:02 PM Chair Yarborough recognizes Senator Martin
4:59:09 PM Senator Martin explains the bill
5:00:43 PM Chair Yarborough recognizes appearance cards waiving
5:00:59 PM Debate:
5:01:00 PM Senator Osgood
5:01:56 PM Senator Martin closes on the bill
5:02:41 PM Roll Call on SB 30
5:03:10 PM Tab 3, SB 24 by Senator DiCeglie, Relief of Mande Penney-Lemmon by Sarasota County
5:03:19 PM Chair Yarborough recognizes Senator DiCeglie
5:03:28 PM Senator DiCeglie explains the bill
5:03:58 PM Chair Yarborough recognizes public testimony:
5:04:18 PM Senator DiCeglie waives close
5:04:24 PM Roll Call on SB 24
5:04:51 PM Tab 6, SB 72 by Senator Berman, Use of Campaign Funds for Child Care Expenses
5:04:57 PM Chair Yarborough recognizes Senator Berman
5:05:04 PM Senator Berman explains the bill
5:05:08 PM Questions:
5:05:50 PM Senator Leek
5:06:22 PM Senator Berman
5:06:36 PM Senator Leek
5:06:52 PM Senator Berman
5:07:25 PM Senator Leek
5:07:30 PM Senator Berman
5:07:32 PM Senator Leek
5:07:54 PM Senator Berman
5:08:11 PM Senator Leek
5:08:24 PM Senator Berman
5:08:47 PM Senator Passidomo
5:09:09 PM Senator Berman
5:09:53 PM Chair Yarborough reads appearance cards waiving
5:10:15 PM Debate:
5:10:15 PM Senator Passidomo
5:11:28 PM Senator Leek
5:12:45 PM Senator Osgood
5:14:11 PM Senator Berman closes on the bill
5:15:18 PM Roll Call on SB 72
5:15:45 PM Tab 13, SB 1622 by Senator Trumbull, Recreational Customary use of Beaches
5:16:00 PM Chair Yarborough recognizes Senator Trumbull
5:16:14 PM Senator Trumbull explains the bill
5:17:44 PM Chair Yarborough recognizes public testimony:
5:17:59 PM Bobby Wagner
5:20:07 PM John Howard

5:22:03 PM Tony Anderson, Walton County Commissioner
5:23:14 PM Pepper Uchino, Florida Shore & Beach Preservation Association
5:24:28 PM Joe Batrich
5:26:21 PM Aria Gaffrey
5:27:22 PM Rachel Warrell
5:28:49 PM James Calkins
5:29:56 PM Joel Ruddman
5:31:59 PM Sara Day
5:34:16 PM Cheyenne Pope
5:35:34 PM Kelly Fogarty
5:37:31 PM John Dillard
5:38:53 PM Tony Boulos
5:39:54 PM Karen Doyle
5:41:50 PM Timothy McEver
5:42:44 PM Chair Yarborough reads appearance cards waiving
5:43:26 PM Debate:
5:43:28 PM Senator Hooper
5:45:00 PM Senator Passidomo
5:50:04 PM Senator Berman
5:50:53 PM Senator Leek
5:51:22 PM Senator Gaetz
5:56:27 PM Senator Trumbull closes on the bill
5:59:10 PM Roll Call on SB 1622
5:59:34 PM Senator Leek records vote after roll call
5:59:49 PM Senator Osgood moves to adjourn
5:59:57 PM Meeting adjourned
5:59:59 PM