

1 A bill to be entitled
2 An act relating to employment agreements; creating
3 part I of ch. 542, F.S., entitled the "Florida
4 Antitrust Act of 1980"; creating part II of ch. 542,
5 F.S., entitled the "Florida Contracts Honoring
6 Opportunity, Investment, Confidentiality, and Economic
7 Growth (CHOICE) Act"; creating s. 542.41, F.S.;
8 providing a short title; creating s. 542.42, F.S.;
9 providing legislative findings; creating s. 542.43,
10 F.S.; defining terms; creating s. 542.44, F.S.;
11 providing applicability; providing that certain
12 covered garden leave agreements are not a restraint of
13 trade or an attempt to monopolize trade or commerce;
14 providing notice requirements for covered garden leave
15 agreements; providing that a covered employer may
16 waive any portion of such notice requirements by
17 providing a specified amount of advance written notice
18 to the covered employee; providing that covered garden
19 leave agreements do not affect other agreements;
20 requiring a court to enter a preliminary injunction to
21 stop covered employees, businesses, entities, or
22 individuals if a breach of a covered garden leave
23 agreement is alleged; authorizing the court to modify
24 such an injunction if a covered employee, business,
25 entity, or individual establishes certain information

26 | by clear and convincing evidence; requiring that
27 | certain information be provided to the court under
28 | seal; providing that a prevailing covered employer is
29 | entitled to recover all available monetary damages for
30 | all available claims; providing that a prevailing
31 | party is entitled to reasonable attorney fees and
32 | costs; authorizing a covered employer to reduce the
33 | salary or benefits of a covered employee if he or she
34 | engages in gross misconduct; providing that such a
35 | reduction is not a breach of the covered garden leave
36 | agreement; creating s. 542.45, F.S.; providing
37 | applicability; providing that certain covered
38 | noncompete agreements are not a restraint of trade or
39 | an attempt to monopolize trade or commerce; providing
40 | notice requirements for covered noncompete agreements;
41 | providing that covered noncompete agreements do not
42 | affect other agreements; requiring a court to enter a
43 | preliminary injunction to stop covered employees,
44 | businesses, entities, or individuals if a breach of a
45 | covered noncompete agreement is alleged; authorizing
46 | the court to modify such an injunction if a covered
47 | employee, business, entity, or individual establishes
48 | certain information by clear and convincing evidence;
49 | requiring that certain information be provided to the
50 | court under seal; providing that a prevailing covered

51 employer is entitled to recover all available monetary
 52 damages for all available claims; providing that a
 53 prevailing party is entitled to reasonable attorney
 54 fees and costs; authorizing a covered employer to
 55 reduce the salary or benefits of a covered employee if
 56 he or she engages in gross misconduct; providing that
 57 such a reduction is not a breach of the covered
 58 noncompete agreement; providing construction regarding
 59 a restrictive covenant that does not meet the
 60 definition of a covered garden leave agreement or a
 61 covered noncompete agreement; amending ss. 542.15,
 62 542.16, 542.17, 542.20, 542.22, 542.23, 542.235,
 63 542.24, 542.25, 542.26, 542.27, 542.28, 542.29,
 64 542.30, 542.31, 542.32, 542.33, 542.35, and 542.36,
 65 F.S.; conforming provisions to changes made by the
 66 act; providing an effective date.

67
 68 Be It Enacted by the Legislature of the State of Florida:

69
 70 **Section 1.** Part I of chapter 542, Florida Statutes,
 71 consisting of ss. 542.15-542.36, Florida Statutes, is created
 72 and entitled the "Florida Antitrust Act of 1980."

73 **Section 2.** Part II of chapter 542, Florida Statutes,
 74 consisting of ss. 542.41-542.45, Florida Statutes, is created
 75 and entitled the "Florida Contracts Honoring Opportunity,

76 Investment, Confidentiality, and Economic Growth (CHOICE) Act."

77 542.41 Short title.—This part may be cited as the "Florida
78 Contracts Honoring Opportunity, Investment, Confidentiality, and
79 Economic Growth (CHOICE) Act."

80 542.42 Legislative findings.—The Legislature finds that a
81 proper and legitimate state interest is served by enforcing
82 strong legal protections in contracts between employers and
83 contracted personnel which encourage optimal levels of
84 information sharing and training and development. The
85 Legislature further finds that alternative means of protecting
86 confidential information and client relationships, such as
87 nondisclosure agreements, fixed-duration term contracts, and
88 nonsolicitation clauses in employment contracts, are inadequate
89 to protect against the significant global risks faced by
90 companies in this state. The Legislature further finds that
91 predictability in the enforcement of contracts described in this
92 part encourages investment in this state. Therefore, the
93 Legislature determines and declares that this part fulfills an
94 important state interest.

95 542.43 Definitions.—For the purposes of this part, the
96 term:

97 (1) "Annual mean wage of employees in Florida" or "annual
98 mean wage" means the most recent annual mean wage as calculated
99 by the United States Department of Labor Bureau of Labor
100 Statistics, or its successor calculation, for all occupations in

101 this state.

102 (2) "Benefit" means access to health insurance, life
103 insurance, or disability insurance that is the same as or
104 similar to the insurance that a covered employee had access to
105 and at the same cost to that employee during the month before
106 the commencement of his or her notice period.

107 (3) "Covered employee" means an employee or individual
108 contractor who earns or is reasonably expected to earn a salary
109 greater than twice the annual mean wage, or who has access to
110 his or her employer's or client's confidential information or
111 customer relationships. The term does not include a person
112 classified as a medical professional as defined in s. 1006.0626.

113 (4) "Covered employer" means an entity or individual who
114 employs or engages a covered employee.

115 (5) "Covered garden leave agreement" means a written
116 agreement, or part of a written agreement, between a covered
117 employee and covered employer in which:

118 (a) The covered employee and covered employer agree to up
119 to, but no more than, 4 years of advance, express notice before
120 terminating the employment or contractor relationship;

121 (b) The covered employee agrees not to resign before the
122 end of such notice period; and

123 (c) The covered employer agrees to retain the covered
124 employee for the duration of such notice period and to continue
125 paying the covered employee the same salary and providing the

126 same benefits that the covered employee received from the
127 covered employer in the last month before the commencement of
128 the notice period. The covered employer is not obligated to
129 provide discretionary incentive compensation or benefits or have
130 the covered employee continue performing any work during the
131 notice period.

132 (6) "Covered noncompete agreement" means a written
133 agreement, or a portion of a written agreement, between a
134 covered employee and a covered employer in which, for a period
135 not to exceed 4 years and within the geographic area defined in
136 the agreement, the covered employee agrees not to assume a role
137 with or for another business, entity, or individual:

138 (a) In which the covered employee would provide services
139 similar to the services provided to the covered employer during
140 the 3 years preceding the noncompete period; or

141 (b) In which it is reasonably likely the covered employee
142 would use the confidential information or customer relationships
143 of the covered employer.

144 (7) "Noncompete period" means the time from the covered
145 employee's termination of employment through the end of the
146 agreed-upon postemployment period of noncompetition as set forth
147 in the covered noncompete agreement.

148 (8) "Notice period" means the date from the covered
149 employee's or covered employer's written notice of intent to
150 terminate the covered employee's employment through the date of

151 termination as set forth in a covered garden leave agreement.

152 (9) "Primary place of work" means the location where the
153 covered employee spends more work time than any other single
154 workplace.

155 (10) "Salary" means the base compensation, calculated on
156 an annualized basis, which a covered employer pays a covered
157 employee, including a base wage, a salary, a professional fee,
158 or other compensation for personal services, and the fair market
159 value of any benefit other than cash. Salary does not include
160 health care benefits, severance pay, retirement benefits,
161 expense reimbursement, distribution of earnings and profits not
162 included as compensation for personal services, discretionary
163 incentives or awards, or anticipated but indeterminable
164 compensation, including tips, bonuses, or commissions.

165 542.44 Covered garden leave agreement.—

166 (1) APPLICABILITY.—This section applies to:

167 (a) A covered garden leave agreement with a covered
168 employee who maintains a primary place of work in this state,
169 regardless of any applicable choice of law provisions; or

170 (b) A covered garden leave agreement with a covered
171 employer whose principal place of business is in this state and
172 which employer is expressly governed by the laws of this state.

173
174 If any provision of this section is in conflict with any other
175 law, the provisions of this section shall govern.

176 (2) RESTRAINT OF TRADE.—A covered garden leave agreement
177 does not violate public policy as a restraint of trade, as
178 described in s. 542.18, or an attempt to monopolize trade or
179 commerce in this state, as described in s. 542.19, and is fully
180 enforceable according to its terms, provided that:

181 (a) A covered employee was advised, in writing, of the
182 right to seek counsel prior to execution of the covered garden
183 leave agreement and was provided notice as described in
184 subsection (3);

185 (b) A covered employee acknowledges, in writing, receipt
186 of confidential information or customer relationships; and

187 (c) The covered garden leave agreement provides that:

188 1. After the first 90 days of the notice period, the
189 covered employee does not have to provide services to the
190 covered employer;

191 2. The covered employee may engage in nonwork activities
192 at any time, including during normal business hours, during the
193 remainder of the notice period;

194 3. The covered employee may, with the permission of the
195 covered employer, work for another employer while still employed
196 by the covered employer during the remainder of the notice
197 period; and

198 4. The garden leave agreement notice period may be reduced
199 during the notice period if the covered employer provides at
200 least 30 days' advance notice in writing to the covered

201 employee.

202 (3) NOTICE.—

203 (a) A covered employer must provide a proposed covered
 204 garden leave agreement to:

205 1. A prospective covered employee at least 7 days before
 206 an offer of employment expires; or

207 2. A current covered employee at least 7 days before the
 208 date that an offer to enter into a covered garden leave
 209 agreement expires.

210 (b) A covered employer may, as provided for in the covered
 211 garden leave agreement, shorten the term of the notice period at
 212 any time during the notice period by providing at least 30 days'
 213 advance notice in writing to the covered employee.

214 (4) OTHER AGREEMENTS.—This section does not affect or
 215 limit the enforceability of any other employment agreement or
 216 any other agreement.

217 (5) BREACH OF A COVERED GARDEN LEAVE AGREEMENT; REMEDIES.—

218 (a) Upon application by a covered employer seeking
 219 enforcement of a covered garden leave agreement, a court must
 220 preliminarily enjoin a covered employee from providing services
 221 to any business, entity, or individual other than the covered
 222 employer during the notice period. The court may modify or
 223 dissolve the injunction only if the covered employee establishes
 224 by clear and convincing evidence that:

225 1. The covered employee will not perform, during the

226 notice period, any work similar to the services provided to the
227 covered employer during the 3-year period preceding the
228 commencement of the notice period, or use confidential
229 information or customer relationships of the covered employer;
230 or

231 2. The covered employer has failed to pay or provide the
232 salary and benefits provided for in the covered garden leave
233 agreement during the notice period and has had a reasonable
234 opportunity to cure the failure.

235 (b) Upon application by a covered employer seeking
236 enforcement of a covered garden leave agreement, a court must
237 preliminarily enjoin a business, an entity, or an individual
238 from engaging a covered employee during the covered employee's
239 notice period. The court may modify or dissolve the injunction
240 only if the business, entity, or individual establishes by clear
241 and convincing evidence, based on public or other
242 nonconfidential information, that:

243 1. The covered employee will not provide any services
244 similar to the services provided to the covered employer during
245 the 3-year period preceding the commencement of the notice
246 period, or use confidential information or customer
247 relationships of the covered employer; or

248 2. The business or individual seeking to employ or engage
249 the covered employee is not engaged in, and is not planning or
250 preparing to engage in, any business activity similar to that

251 engaged in by the covered employer during the notice period.

252
253 Any information filed with the court which the covered employer
254 deems to be confidential must be filed under seal to protect
255 confidentiality or avoid substantial injury. A court must
256 presume that an employee or individual contractor has access to
257 confidential information or customer relationships if the
258 employee or individual contractor acknowledges the access or
259 receipt of such access in writing.

260 (c) The injunctive relief provided under this section is
261 not an exclusive remedy, and a prevailing covered employer is
262 entitled to recover all available monetary damages for all
263 available claims.

264 (d) In any action to enforce this section, the prevailing
265 party is entitled to reasonable attorney fees and costs.

266 (e) If the covered employee engages in gross misconduct
267 against the covered employer, the covered employer may reduce
268 the salary or benefits of the covered employee or take other
269 appropriate action during the notice period, which reduction or
270 other action may not be considered a breach of the covered
271 garden leave agreement.

272 542.45 Covered noncompete agreements.—

273 (1) APPLICABILITY.—This section applies to:

274 (a) A covered noncompete agreement with a covered employee
275 who maintains a primary place of work in this state, regardless

276 of any applicable choice of law provisions; or

277 (b) A covered noncompete agreement with a covered employer
278 whose principal place of business is in this state and which
279 employer is expressly governed by the laws of this state.

280

281 In either case, if any provision of this section is in conflict
282 with any other law, the provisions of this section govern.

283 (2) RESTRAINT OF TRADE.—A covered noncompete agreement
284 does not violate public policy as a restraint of trade, as
285 described in s. 542.18, or an attempt to monopolize trade or
286 commerce in this state, as described in s. 542.19, and is fully
287 enforceable according to its terms, provided that:

288 (a) A covered employee was advised, in writing, of the
289 right to seek counsel prior to execution of the covered
290 noncompete agreement and was provided notice as described in
291 subsection (3);

292 (b) A covered employee acknowledges, in writing, receipt
293 of confidential information or customer relationships; and

294 (c) A covered noncompete agreement provides that the
295 noncompete period is reduced day-for-day by any nonworking
296 portion of the notice period, pursuant to a covered garden leave
297 agreement between the covered employee and the covered employer,
298 if applicable.

299 (3) NOTICE.—A covered employer must provide a proposed
300 covered noncompete agreement to:

301 (a) A prospective covered employee at least 7 days before
302 an offer of employment expires; or

303 (b) A current covered employee at least 7 days before the
304 date that an offer to enter into a covered noncompete agreement
305 expires.

306 (4) OTHER AGREEMENTS.—This section does not affect or
307 limit the enforceability of any other employment agreement or
308 any other agreement.

309 (5) BREACH OF COVERED NONCOMPETE AGREEMENT; REMEDIES.—

310 (a) Upon application by a covered employer seeking
311 enforcement of a covered noncompete agreement, a court must
312 preliminarily enjoin a covered employee from providing services
313 to any business, entity, or individual other than the covered
314 employer during the noncompete period. The court may modify or
315 dissolve the injunction only if the covered employee establishes
316 by clear and convincing evidence that:

317 1. The covered employee will not perform, during the
318 noncompete period, any work similar to the services provided to
319 the covered employer during the 3-year period preceding the
320 commencement of the noncompete period, or use confidential
321 information or customer relationships of the covered employer;
322 or

323 2. The covered employer has failed to pay or provide the
324 consideration provided for in the covered noncompete agreement
325 and has had a reasonable opportunity to cure the failure.

326 (b) Upon application by a covered employer seeking
327 enforcement of a covered noncompete agreement, a court must
328 preliminarily enjoin a business, an entity, or an individual
329 from engaging a covered employee during the covered employee's
330 noncompete period. The court may modify or dissolve the
331 injunction only if the business, entity, or individual
332 establishes by clear and convincing evidence, based on public or
333 other nonconfidential information, that:

334 1. The covered employee will not provide any services
335 similar to the services provided to the covered employer during
336 the 3-year period preceding the commencement of the noncompete
337 period, or use confidential information or customer
338 relationships of the covered employer; or

339 2. The business or individual seeking to employ or engage
340 the covered employee is not engaged in, and is not planning or
341 preparing to engage in, any business activity in the geographic
342 area specified in the noncompete agreement during the noncompete
343 period if such business activity is similar to that engaged in
344 by the covered employer.

345
346 Any information filed with the court which the covered employer
347 deems to be confidential must be filed under seal to protect
348 confidentiality or avoid substantial injury. A court must
349 presume that an employee or individual contractor has access to
350 confidential information or customer relationships if the

351 employee or individual contractor acknowledges the access or
 352 receipt of such access in writing.

353 (c) The injunctive relief provided in this section is not
 354 an exclusive remedy, and a prevailing covered employer is
 355 entitled to recover all available monetary damages for all
 356 available claims.

357 (d) In any action to enforce this section, the prevailing
 358 party is entitled to reasonable attorney fees and costs.

359 (e) If the covered employee engages in gross misconduct
 360 against the covered employer, the covered employer may reduce
 361 the salary or benefits of the covered employee or take other
 362 appropriate action during the noncompete period, which reduction
 363 or other action may not be considered a breach of the covered
 364 noncompete agreement.

365
 366 Any action regarding a restrictive covenant that does not meet
 367 the definition of a covered garden leave agreement or a covered
 368 noncompete agreement as provided in this part is governed by s.
 369 542.335.

370 **Section 3. Section 542.15, Florida Statutes, is amended to**
 371 **read:**

372 542.15 Short title.—This part ~~act~~ shall be known and may
 373 be cited as the "Florida Antitrust Act of 1980."

374 **Section 4. Section 542.16, Florida Statutes, is amended to**
 375 **read:**

376 542.16 Purpose.—The Legislature declares it to be the
377 purpose of this part ~~act~~ to complement the body of federal law
378 prohibiting restraints of trade or commerce in order to foster
379 effective competition. It is the intent of the Legislature that
380 this part ~~act~~ be liberally construed to accomplish its
381 beneficial purpose.

382 **Section 5. Section 542.17, Florida Statutes, is amended to**
383 **read:**

384 542.17 Definitions.—Unless a different meaning is clearly
385 indicated by the context, for the purposes of this part ~~chapter~~,
386 the terms defined in this section have the following meanings
387 ascribed to them:

388 (1) "Commodity" means any goods, merchandise, wares,
389 produce, chose in action, land, article of commerce, or other
390 tangible or intangible property, real, personal, or mixed, for
391 use, consumption, production, enjoyment, or resale.

392 (2) "Service" means any kind of activity performed in
393 whole or in part for economic benefit.

394 (3) "Person" means any individual, corporation, firm,
395 partnership, limited partnership, incorporated or unincorporated
396 association, professional association, or other legal,
397 commercial, or governmental entity, including the State of
398 Florida, its departments, agencies, political subdivisions, and
399 units of government.

400 (4) "Trade or commerce" means any economic activity of any

401 type whatsoever involving any commodity or service whatsoever.

402 (5) "Document" means any stored or retained data or
403 information in whatever form.

404 (6) "Attorney General" includes not only the Attorney
405 General of Florida but also any designee of the Attorney General
406 or any assistant attorney general or special assistant attorney
407 general.

408 (7) "State attorney" includes not only the state attorneys
409 of Florida but also any designee of a state attorney or any
410 assistant state attorney or special assistant state attorney.

411 (8) "Local government" means a municipality, county,
412 school district, or any other general-function or special-
413 function governmental unit established by the laws of the state.

414 **Section 6. Section 542.20, Florida Statutes, is amended to**
415 **read:**

416 542.20 Exemptions.—Any activity or conduct exempt under
417 Florida statutory or common law or exempt from the provisions of
418 the antitrust laws of the United States is exempt from the
419 provisions of this part ~~chapter~~.

420 **Section 7. Subsection (1) of section 542.22, Florida**
421 **Statutes, is amended to read:**

422 542.22 Suits for damages.—

423 (1) Any person who shall be injured in her or his business
424 or property by reason of any violation of s. 542.18 or s. 542.19
425 may sue therefor in the circuit courts of this state and shall

426 recover threefold the damages by her or him sustained, and the
427 cost of suit, including a reasonable attorney's fee. The court
428 shall award a reasonable attorney's fee to a defendant
429 prevailing in any action under this part ~~chapter~~ for damages or
430 equitable relief in which the court finds there was a complete
431 absence of a justiciable issue of either law or fact raised by
432 the plaintiff.

433 **Section 8. Section 542.23, Florida Statutes, is amended to**
434 **read:**

435 542.23 Equitable remedies.—In addition to other remedies
436 provided by this part ~~chapter~~, any person shall be entitled to
437 sue for and have injunctive or other equitable relief in the
438 circuit courts of this state against threatened loss or damage
439 by a violation of this part ~~chapter~~. In any action under this
440 section in which the plaintiff substantially prevails, the court
441 shall award the cost of suit, including a reasonable attorney's
442 fee, to the plaintiff.

443 **Section 9. Subsection (4) of section 542.235, Florida**
444 **Statutes, is amended to read:**

445 542.235 Limitations of actions and penalties against local
446 governments and their officials and employees.—

447 (4) No criminal action shall be maintained pursuant to s.
448 542.21(2), and no civil penalties, damages, interest on damages,
449 costs, or attorneys' fees shall be recovered pursuant to s.
450 542.21(1) or s. 542.22, against any local government official or

451 employee for official conduct within the scope of her or his
452 lawful authority, unless the official or employee has violated
453 the provisions of this part ~~chapter~~ for the purpose of deriving
454 personal financial or professional gain or for the professional
455 or financial gain of her or his immediate family or of any
456 principal by whom the official is retained.

457 **Section 10. Section 542.24, Florida Statutes, is amended**
458 **to read:**

459 542.24 Consent decrees and settlement agreements.—In a
460 civil action maintained under this part ~~chapter~~ by the Attorney
461 General or a state attorney, any party to such action may
462 petition the court for entry of a consent decree or for approval
463 of a settlement agreement. The proposed decree or agreement
464 shall set out the alleged violations, the future obligations of
465 the parties, the damages or other relief agreed upon, and the
466 reasons for entering into the consent decree or settlement
467 agreement.

468 **Section 11. Section 542.25, Florida Statutes, is amended**
469 **to read:**

470 542.25 Judgment in favor of state as prima facie
471 evidence.—A final judgment or decree entered in any civil or
472 criminal proceeding brought by the Attorney General or a state
473 attorney under s. 542.21 or s. 542.23 to the effect that a
474 defendant has violated s. 542.18 or s. 542.19, or entered in any
475 civil or criminal proceeding brought by the United States

476 Department of Justice under comparable federal laws, shall be
477 prima facie evidence against such defendant in any civil action
478 or proceeding under this part ~~chapter~~ brought by any other
479 person against such defendant as to all matters with respect to
480 which such judgment or decree would be an estoppel as between
481 the parties thereto; however, this section does not apply to a
482 consent judgment or decree entered before any testimony has been
483 taken. Nothing contained in this section shall be construed to
484 impose any limitation on the application of collateral estoppel.

485 **Section 12. Subsection (2) of section 542.26, Florida**
486 **Statutes, is amended to read:**

487 542.26 Limitation of actions.—

488 (2) Whenever any civil or criminal proceeding is
489 instituted by the Attorney General or a state attorney to
490 prevent, restrain, or punish any violation of this part ~~chapter~~,
491 the running of the statute of limitations, with respect to every
492 private right of action arising under this part ~~chapter~~ and
493 based in whole or in part on any matter complained of in said
494 proceeding, shall be suspended during the pendency thereof and
495 for 1 year thereafter. Whenever the running of the statute of
496 limitations in respect of a cause of action arising under s.
497 542.22(1) is suspended hereunder, any action to enforce such
498 cause of action shall be forever barred unless commenced either
499 within the period of suspension or within the period of
500 limitation.

501 **Section 13. Section 542.27, Florida Statutes, is amended**
 502 **to read:**

503 542.27 Enforcement authority.—

504 (1) The Attorney General, or a state attorney with written
 505 permission from the Attorney General, acting jointly or
 506 independently, may commence and try all criminal prosecutions
 507 under this part ~~chapter~~. Criminal prosecutions under this part
 508 ~~chapter~~ shall be commenced by indictment. With respect to
 509 commencement and trial of such prosecutions, the Attorney
 510 General or a state attorney shall have all the powers and duties
 511 vested by law with respect to criminal prosecutions generally.
 512 Incident to any investigation commenced under this part ~~chapter~~,
 513 the Attorney General may participate in and appear before a
 514 grand jury in assistance of any state attorney, irrespective of
 515 the provisions of chapter 905.

516 (2) The Attorney General is authorized to institute or
 517 intervene in civil proceedings seeking the full range of relief
 518 afforded by this part ~~chapter~~ or by federal laws pertaining to
 519 antitrust or restraints of trade on behalf of the state, its
 520 departments, agencies, and units of government. In addition, the
 521 Attorney General, as chief state legal officer, may institute
 522 any action authorized under this part ~~chapter~~, federal laws
 523 pertaining to antitrust or restraints of trade, or similar laws
 524 of other states on behalf of natural persons in the state.

525 (3) Whenever the Attorney General, by her or his own

526 inquiry or as a result of a complaint, suspects that a violation
527 of this part ~~chapter~~ or federal laws pertaining to restraints of
528 trade is imminent, occurring, or has occurred, the Attorney
529 General may investigate such suspected violation.

530 **Section 14. Paragraph (b) of subsection (2), paragraph (b)**
531 **of subsection (3), and subsections (5) and (13) of section**
532 **542.28, Florida Statutes, are amended to read:**

533 542.28 Civil investigative demand.—

534 (2) The demand shall:

535 (b) State the nature of the conduct which constitutes the
536 violation of this part ~~chapter~~ or of the federal antitrust laws
537 and which is alleged to have occurred or to be imminent.

538 (3) No such demand shall require the production of any
539 documentary material, the submission of any answers to written
540 interrogatories, or the giving of any oral testimony if such
541 material, answers, or testimony would be protected from
542 disclosure under:

543 (b) The standards applicable to a discovery request under
544 the Florida Rules of Civil Procedure, to the extent that the
545 application of such standards to any such demand is appropriate
546 and consistent with the provisions and purposes of this part
547 ~~chapter~~.

548 (5) Within 30 days after the service of an investigative
549 demand upon any person or at any time before the return date
550 specified therein, whichever period is longer, the person served

551 may file in the circuit court in and for the county in which the
552 person resides or transacts business, and serve upon the
553 Attorney General or state attorney, a petition for an order of
554 the court modifying or setting aside the demand. The time
555 allowed for compliance in whole or in part with the demand as
556 deemed proper and ordered by the court shall not run while the
557 petition is pending before the court. The petition shall specify
558 each ground upon which the petitioner relies in seeking relief
559 and may be based upon the failure of the demand to comply with
560 the provisions of this part ~~chapter~~ or upon any constitutional
561 or other legal right or privilege of such person.

562 (13) Nothing contained in this section shall impair the
563 authority of the Attorney General or state attorney to:

564 (a) Institute a civil proceeding under s. 542.22;

565 (b) Lay before a grand jury of this state evidence
566 concerning a violation of this part ~~chapter~~;

567 (c) Invoke the power of a court to compel the production
568 of evidence before a grand jury; or

569 (d) File a civil complaint or criminal indictment alleging
570 a violation of this part ~~chapter~~.

571 **Section 15. Section 542.29, Florida Statutes, is amended**
572 **to read:**

573 542.29 Duty of public officers.—In any investigation and
574 in any criminal or civil action commenced pursuant to this part
575 ~~chapter~~, it shall be the duty of all public officers and their

576 deputies, assistants, clerks, subordinates, or employees to
577 render and furnish to the Attorney General or a state attorney,
578 when so requested, assistance and all information available in
579 their official capacity.

580 **Section 16. Section 542.30, Florida Statutes, is amended**
581 **to read:**

582 542.30 Jurisdiction and venue.—Without regard to the
583 amount in controversy, a suit or proceeding brought under this
584 part ~~chapter~~ shall be brought in the circuit court in and for
585 any county in which the cause of action arose; in which any
586 defendant resides, is found, or has an agent; or in which any
587 act in furtherance of the conduct prohibited by this part
588 ~~chapter~~ occurred.

589 **Section 17. Section 542.31, Florida Statutes, is amended**
590 **to read:**

591 542.31 Action not barred as affecting or involving
592 interstate or foreign commerce.—No action under this part
593 ~~chapter~~ shall be barred on the grounds that the activity or
594 conduct complained of in any way affects or involves interstate
595 or foreign commerce. It is the intent of the Legislature to
596 exercise its powers to the fullest extent consistent with the
597 Constitutions of this state and the United States.

598 **Section 18. Section 542.32, Florida Statutes, is amended**
599 **to read:**

600 542.32 Rule of construction and coverage.—It is the intent

601 of the Legislature that, in construing this part ~~chapter~~, due
 602 consideration and great weight be given to the interpretations
 603 of the federal courts relating to comparable federal antitrust
 604 statutes. In particular, the failure to include in this part
 605 ~~chapter~~ the substantive provisions of s. 3 of the Clayton Act,
 606 15 U.S.C. s. 14, shall not be deemed in any way to limit the
 607 scope of s. 542.18 or s. 542.19.

608 **Section 19. Subsection (1) of section 542.33, Florida**
 609 **Statutes, is amended to read:**

610 542.33 Contracts in restraint of trade valid.—

611 (1) Notwithstanding other provisions of this part ~~chapter~~
 612 to the contrary, each contract by which any person is restrained
 613 from exercising a lawful profession, trade, or business of any
 614 kind, as provided by subsections (2) and (3) hereof, is to that
 615 extent valid, and all other contracts in restraint of trade are
 616 void.

617 **Section 20. Section 542.35, Florida Statutes, is amended**
 618 **to read:**

619 542.35 Remedies cumulative.—The remedies provided by this
 620 part ~~act~~ are cumulative of each other and of existing powers and
 621 remedies inherent in the courts.

622 **Section 21. Section 542.36, Florida Statutes, is amended**
 623 **to read:**

624 542.36 Continuing violations.—Violations commenced prior
 625 to October 1, 1980, ~~the effective date of this act and~~

626 continuing after the effective date shall be actionable as
627 provided in this part ~~chapter~~. The fact that any conduct
628 occurred prior to October 1, 1980, ~~the effective date of this~~
629 ~~act~~ shall not affect its relevance in proving that a violation
630 of this part ~~chapter~~ has occurred or is occurring.

631 **Section 22.** This act shall take effect July 1, 2025.