

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,

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

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

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 of the county in this  
110 state in which the covered employer has its principal place of  
111 business, or the county in this state in which the employee  
112 resides if the covered employer's principal place of business is  
113 not in this state. The term does not include a person classified  
114 as a health care practitioner as defined in s. 456.001.

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

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

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

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

125 (c) The covered employer agrees to retain the covered

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

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

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

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

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

150 (8) "Notice period" means the date from the covered

151 employee's or covered employer's written notice of intent to  
152 terminate the covered employee's employment through the date of  
153 termination as set forth in a covered garden leave agreement.

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

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

167 542.44 Covered garden leave agreement.—

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

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

172 (b) A covered garden leave agreement with a covered  
173 employer whose principal place of business is in this state and  
174 which agreement is expressly governed by the laws of this state.  
175

176 If any provision of this section is in conflict with any other  
177 law, the provisions of this section shall govern.

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

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

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

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

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

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

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

200 4. The garden leave agreement notice period may be reduced



201 during the notice period if the covered employer provides at  
202 least 30 days' advance notice in writing to the covered  
203 employee.

204 (3) NOTICE.—

205 (a) A covered employer must provide a proposed covered  
206 garden leave agreement to:

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

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

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

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

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

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

226 by clear and convincing evidence, based on nonconfidential  
227 information, that:

228 1. The covered employee will not perform, during the  
229 notice period, any work similar to the services provided to the  
230 covered employer during the 3-year period preceding the  
231 commencement of the notice period, or use confidential  
232 information or customer relationships of the covered employer;  
233 or

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

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

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

251        2. The business or individual seeking to employ or engage  
252 the covered employee is not engaged in, and is not planning or  
253 preparing to engage in, any business activity similar to that  
254 engaged in by the covered employer during the notice period.  
255

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

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

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

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

275        542.45 Covered noncompete agreements.—

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

277        (a) A covered noncompete agreement with a covered employee  
278 who maintains a primary place of work in this state, regardless  
279 of any applicable choice of law provisions; or

280        (b) A covered noncompete agreement with a covered employer  
281 whose principal place of business is in this state and which  
282 agreement is expressly governed by the laws of this state.  
283

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

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

291        (a) A covered employee was advised, in writing, of the  
292 right to seek counsel before execution of the covered noncompete  
293 agreement and was provided notice as described in subsection

294 (3);

295        (b) A covered employee acknowledges, in writing, that in  
296 the course of his or her employment, the covered employee will  
297 receive confidential information or customer relationships; and

298        (c) A covered noncompete agreement provides that the  
299 noncompete period is reduced day-for-day by any nonworking  
300 portion of the notice period, pursuant to a covered garden leave

301 agreement between the covered employee and the covered employer,  
302 if applicable.

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

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

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

310 (4) OTHER AGREEMENTS.—This section does not affect or  
311 limit the enforceability of any other employment agreement or  
312 any other agreement.

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

314 (a) Upon application by a covered employer seeking  
315 enforcement of a covered noncompete agreement, a court must  
316 preliminarily enjoin a covered employee from providing services  
317 to any business, entity, or individual other than the covered  
318 employer during the noncompete period. The court may modify or  
319 dissolve the injunction only if the covered employee establishes  
320 by clear and convincing evidence, based on nonconfidential  
321 information, that:

322 1. The covered employee will not perform, during the  
323 noncompete period, any work similar to the services provided to  
324 the covered employer during the 3-year period preceding the  
325 commencement of the noncompete period, or use confidential

326 information or customer relationships of the covered employer;

327 2. The covered employer has failed to pay or provide the  
328 consideration provided for in the covered noncompete agreement  
329 and has had a reasonable opportunity to cure the failure; or

330 3. The business, entity, or individual seeking to employ  
331 or engage the covered employee is not engaged in, and is not  
332 planning or preparing to engage in during the noncompete period,  
333 business activity similar to that engaged in by the covered  
334 employer in the geographic area specified in the noncompete  
335 agreement.

336 (b) Upon application by a covered employer seeking  
337 enforcement of a covered noncompete agreement, a court must  
338 preliminarily enjoin a business, an entity, or an individual  
339 from engaging a covered employee during the covered employee's  
340 noncompete period. The court may modify or dissolve the  
341 injunction only if the business, entity, or individual  
342 establishes by clear and convincing evidence, based on  
343 nonconfidential information, that:

344 1. The covered employee will not provide any services  
345 similar to the services provided to the covered employer during  
346 the 3-year period preceding the commencement of the noncompete  
347 period, or use confidential information or customer  
348 relationships of the covered employer; or

349 2. The business or individual seeking to employ or engage  
350 the covered employee is not engaged in, and is not planning or

351 preparing to engage in during the noncompete period, business  
352 activity similar to that engaged in by the covered employer in  
353 the geographic area specified in the noncompete agreement.

354  
355 Any information filed with the court which the covered employer  
356 deems to be confidential must be filed under seal to protect  
357 confidentiality or avoid substantial injury. A court must  
358 presume that an employee or individual contractor has access to  
359 confidential information or customer relationships if the  
360 employee or individual contractor acknowledges the access or  
361 receipt of such access in writing.

362 (c) The injunctive relief provided in this section is not  
363 an exclusive remedy, and a prevailing covered employer is  
364 entitled to recover all available monetary damages for all  
365 available claims.

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

368 (e) If the covered employee engages in gross misconduct  
369 against the covered employer, the covered employer may reduce  
370 the salary or benefits of the covered employee or take other  
371 appropriate action during the noncompete period, which reduction  
372 or other action may not be considered a breach of the covered  
373 noncompete agreement.

374  
375 Any action regarding a restrictive covenant that does not meet

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

542.15 Short title.—This part ~~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:**

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 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 ~~attorney's~~ fee. The court shall award a reasonable attorney ~~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

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 attorney ~~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 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

476 agreement.

477 **Section 11. Section 542.25, Florida Statutes, is amended**  
478 **to read:**

479 542.25 Judgment in favor of state as prima facie  
480 evidence.—A final judgment or decree entered in any civil or  
481 criminal proceeding brought by the Attorney General or a state  
482 attorney under s. 542.21 or s. 542.23 to the effect that a  
483 defendant has violated s. 542.18 or s. 542.19, or entered in any  
484 civil or criminal proceeding brought by the United States  
485 Department of Justice under comparable federal laws, shall be  
486 prima facie evidence against such defendant in any civil action  
487 or proceeding under this part ~~chapter~~ brought by any other  
488 person against such defendant as to all matters with respect to  
489 which such judgment or decree would be an estoppel as between  
490 the parties thereto; however, this section does not apply to a  
491 consent judgment or decree entered before any testimony has been  
492 taken. Nothing contained in this section shall be construed to  
493 impose any limitation on the application of collateral estoppel.

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

496 542.26 Limitation of actions.—

497 (2) Whenever any civil or criminal proceeding is  
498 instituted by the Attorney General or a state attorney to  
499 prevent, restrain, or punish any violation of this part ~~chapter~~,  
500 the running of the statute of limitations, with respect to every

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

526 intervene in civil proceedings seeking the full range of relief  
527 afforded by this part ~~chapter~~ or by federal laws pertaining to  
528 antitrust or restraints of trade on behalf of the state, its  
529 departments, agencies, and units of government. In addition, the  
530 Attorney General, as chief state legal officer, may institute  
531 any action authorized under this part ~~chapter~~, federal laws  
532 pertaining to antitrust or restraints of trade, or similar laws  
533 of other states on behalf of natural persons in the state.

534 (3) Whenever the Attorney General, by her or his own  
535 inquiry or as a result of a complaint, suspects that a violation  
536 of this part ~~chapter~~ or federal laws pertaining to restraints of  
537 trade is imminent, occurring, or has occurred, the Attorney  
538 General may investigate such suspected violation.

539 **Section 14. Paragraph (b) of subsection (2), paragraph (b)**  
540 **of subsection (3), and subsections (5) and (13) of section**  
541 **542.28, Florida Statutes, are amended to read:**

542 542.28 Civil investigative demand.—

543 (2) The demand shall:

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

547 (3) No such demand shall require the production of any  
548 documentary material, the submission of any answers to written  
549 interrogatories, or the giving of any oral testimony if such  
550 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~~;

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

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

580           **Section 15. Section 542.29, Florida Statutes, is amended**  
581 **to read:**

582           542.29 Duty of public officers.—In any investigation and  
583 in any criminal or civil action commenced pursuant to this part  
584 ~~chapter~~, it shall be the duty of all public officers and their  
585 deputies, assistants, clerks, subordinates, or employees to  
586 render and furnish to the Attorney General or a state attorney,  
587 when so requested, assistance and all information available in  
588 their official capacity.

589           **Section 16. Section 542.30, Florida Statutes, is amended**  
590 **to read:**

591           542.30 Jurisdiction and venue.—Without regard to the  
592 amount in controversy, a suit or proceeding brought under this  
593 part ~~chapter~~ shall be brought in the circuit court in and for  
594 any county in which the cause of action arose; in which any  
595 defendant resides, is found, or has an agent; or in which any  
596 act in furtherance of the conduct prohibited by this part  
597 ~~chapter~~ occurred.

598           **Section 17. Section 542.31, Florida Statutes, is amended**  
599 **to read:**

600           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.

**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.

626       **Section 20. Section 542.35, Florida Statutes, is amended**  
627 **to read:**

628       542.35 Remedies cumulative.—The remedies provided by this  
629 part ~~act~~ are cumulative of each other and of existing powers and  
630 remedies inherent in the courts.

631       **Section 21. Section 542.36, Florida Statutes, is amended**  
632 **to read:**

633       542.36 Continuing violations.—Violations commenced prior  
634 to October 1, 1980, ~~the effective date of this act~~ and  
635 continuing after the effective date shall be actionable as  
636 provided in this part ~~chapter~~. The fact that any conduct  
637 occurred prior to October 1, 1980, ~~the effective date of this~~  
638 ~~act~~ shall not affect its relevance in proving that a violation  
639 of this part ~~chapter~~ has occurred or is occurring.

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