

By the Committees on Judiciary; and Commerce and Tourism; and
Senator Leek

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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
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

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

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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; amending 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.; conforming provisions to changes made by the act; 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 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

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88 confidential information and client relationships, such as
89 nondisclosure agreements, fixed-duration term contracts, and
90 nonsolicitation clauses in employment contracts, are inadequate
91 to protect against the significant global risks faced by
92 companies in this state. The Legislature further finds that
93 predictability in the enforcement of contracts described in this
94 part encourages investment in this state. Therefore, the
95 Legislature determines and declares that this part fulfills an
96 important state interest.

97 542.43 Definitions.—For the purposes of this part, the
98 term:

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

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

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

115 1006.0626(1).

116 (4) "Covered employer" means an entity or individual who

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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 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

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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 garden leave agreement with a covered employer whose principal place of business is in this state and

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175 is expressly governed by the laws of this state.

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

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

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

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

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

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

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

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

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

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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 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 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

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

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

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

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

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

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

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

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

274 542.45 Covered noncompete agreements.-

275 (1) APPLICABILITY.-This section applies to:

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

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

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

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

290 (a) A covered employee was advised, in writing, of the

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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.

(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

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320 noncompete period, any work similar to the services provided to
321 the covered employer during the 3-year period preceding the
322 commencement of the noncompete period, or use confidential
323 information or customer relationships of the covered employer;
324 or

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

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

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

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

347
348 Any information filed with the court which the covered employer

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349 deems to be confidential must be filed under seal to protect
350 confidentiality or avoid substantial injury. A court must
351 presume that an employee or an individual contractor has access
352 to confidential information or customer relationships if the
353 employee or individual contractor acknowledges the access or
354 receipt of such access in writing.

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

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

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

367
368 Any action regarding a restrictive covenant that does not meet
369 the definition of a covered garden leave agreement or a covered
370 noncompete agreement as provided in this part is governed by s.
371 542.335.

372 Section 3. Section 542.15, Florida Statutes, is amended to
373 read:

374 542.15 Short title.—This part ~~act~~ shall be known and may be
375 cited as the "Florida Antitrust Act of 1980."

376 Section 4. Section 542.16, Florida Statutes, is amended to
377 read:

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

384 Section 5. Section 542.17, Florida Statutes, is reordered
385 and amended to read:

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

390 (2)~~(1)~~ "Commodity" means any goods, merchandise, wares,
391 produce, chose in action, land, article of commerce, or other
392 tangible or intangible property, real, personal, or mixed, for
393 use, consumption, production, enjoyment, or resale.

394 (6)~~(2)~~ "Service" means any kind of activity performed in
395 whole or in part for economic benefit.

396 (5)~~(3)~~ "Person" means any individual, corporation, firm,
397 partnership, limited partnership, incorporated or unincorporated
398 association, professional association, or other legal,
399 commercial, or governmental entity, including the State of
400 Florida, its departments, agencies, political subdivisions, and
401 units of government.

402 (8)~~(4)~~ "Trade or commerce" means any economic activity of
403 any type whatsoever involving any commodity or service
404 whatsoever.

405 (3)~~(5)~~ "Document" means any stored or retained data or
406 information in whatever form.

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407 (1)~~(6)~~ "Attorney General" includes not only the Attorney
408 General of Florida but also any designee of the Attorney General
409 or any assistant attorney general or special assistant attorney
410 general.

411 (7) "State attorney" includes not only the state attorneys
412 of Florida but also any designee of a state attorney or any
413 assistant state attorney or special assistant state attorney.

414 (4)~~(8)~~ "Local government" means a municipality, county,
415 school district, or any other general-function or special-
416 function governmental unit established by the laws of the state.

417 Section 6. Section 542.20, Florida Statutes, is amended to
418 read:

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

423 Section 7. Subsection (1) of section 542.22, Florida
424 Statutes, is amended to read:

425 542.22 Suits for damages.—

426 (1) Any person who shall be injured in her or his business
427 or property by reason of any violation of s. 542.18 or s. 542.19
428 may sue therefor in the circuit courts of this state and shall
429 recover threefold the damages by her or him sustained, and the
430 cost of suit, including a reasonable attorney ~~attorney's~~ fee.
431 The court shall award a reasonable attorney ~~attorney's~~ fee to a
432 defendant prevailing in any action under this part ~~chapter~~ for
433 damages or equitable relief in which the court finds there was a
434 complete absence of a justiciable issue of either law or fact
435 raised by the plaintiff.

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436 Section 8. Section 542.23, Florida Statutes, is amended to
437 read:

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

446 Section 9. Subsection (4) of section 542.235, Florida
447 Statutes, is amended to read:

448 542.235 Limitations of actions and penalties against local
449 governments and their officials and employees.—

450 (4) No criminal action shall be maintained pursuant to s.
451 542.21(2), and no civil penalties, damages, interest on damages,
452 costs, or attorney ~~attorneys'~~ fees shall be recovered pursuant
453 to s. 542.21(1) or s. 542.22, against any local government
454 official or employee for official conduct within the scope of
455 her or his lawful authority, unless the official or employee has
456 violated the provisions of this part ~~chapter~~ for the purpose of
457 deriving personal financial or professional gain or for the
458 professional or financial gain of her or his immediate family or
459 of any principal by whom the official is retained.

460 Section 10. Section 542.24, Florida Statutes, is amended to
461 read:

462 542.24 Consent decrees and settlement agreements.—In a
463 civil action maintained under this part ~~chapter~~ by the Attorney
464 General or a state attorney, any party to such action may

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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 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

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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 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

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523 departments, agencies, and units of government. In addition, the
524 Attorney General, as chief state legal officer, may institute
525 any action authorized under this part ~~chapter~~, federal laws
526 pertaining to antitrust or restraints of trade, or similar laws
527 of other states on behalf of natural persons in the state.

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

533 Section 14. Paragraph (b) of subsection (2), paragraph (b)
534 of subsection (3), and subsections (5) and (13) of section
535 542.28, Florida Statutes, are amended to read:

536 542.28 Civil investigative demand.—

537 (2) The demand shall:

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

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

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

551 (5) Within 30 days after the service of an investigative

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

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

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

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

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

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

574 Section 15. Section 542.29, Florida Statutes, is amended to
575 read:

576 542.29 Duty of public officers.—In any investigation and in
577 any criminal or civil action commenced pursuant to this part
578 ~~chapter~~, it shall be the duty of all public officers and their
579 deputies, assistants, clerks, subordinates, or employees to
580 render and furnish to the Attorney General or a state attorney,

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581 when so requested, assistance and all information available in
582 their official capacity.

583 Section 16. Section 542.30, Florida Statutes, is amended to
584 read:

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

592 Section 17. Section 542.31, Florida Statutes, is amended to
593 read:

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

601 Section 18. Section 542.32, Florida Statutes, is amended to
602 read:

603 542.32 Rule of construction and coverage.—It is the intent
604 of the Legislature that, in construing this part ~~chapter~~, due
605 consideration and great weight be given to the interpretations
606 of the federal courts relating to comparable federal antitrust
607 statutes. In particular, the failure to include in this part
608 ~~chapter~~ the substantive provisions of s. 3 of the Clayton Act,
609 15 U.S.C. s. 14, shall not be deemed in any way to limit the

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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.

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.

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