

**By** the Committees on Rules; 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 facts; 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 based on public or other nonconfidential information;  
51 requiring that certain information be provided to the  
52 court under seal; requiring the court to make  
53 presumptions of certain facts; providing that a  
54 prevailing covered employer is entitled to recover all  
55 available monetary damages for all available claims;  
56 providing that a prevailing party is entitled to  
57 reasonable attorney fees and costs; authorizing a  
58 covered employer to reduce the salary or benefits of a

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covered employee if he or she engages in gross misconduct; providing that such a reduction is not a breach of the covered noncompete agreement; providing construction regarding a restrictive covenant that does not meet the definition of a covered garden leave agreement or a covered noncompete agreement; 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

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

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

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

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

(3) "Covered employee" means an employee or an individual contractor who earns or is reasonably expected to earn a salary greater than twice the annual mean wage of the county in this state which the employer has its principal place of business, or the county in this state in which the employee resides if the employer's principal place of business is not in this state. The term does not include a person classified as a health care

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117 practitioner as defined in s. 456.001.

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

120 (5) "Covered garden leave agreement" means a written  
121 agreement, or part of a written agreement, between a covered  
122 employee and a covered employer in which:

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

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

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

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

143 (a) In which the covered employee would provide services  
144 similar to the services provided to the covered employer during  
145 the 3 years preceding the noncompete period; or

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146 (b) In which it is reasonably likely the covered employee  
147 would use the confidential information or customer relationships  
148 of the covered employer.

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

153 (8) "Notice period" means the date from the covered  
154 employee's or covered employer's written notice of intent to  
155 terminate the covered employee's employment through the date of  
156 termination as set forth in a covered garden leave agreement.

157 (9) "Primary place of work" means the location where the  
158 covered employee spends more work time than any other single  
159 workplace.

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

170 542.44 Covered garden leave agreement.—

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

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

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175 (b) A covered garden leave agreement with a covered  
176 employer whose principal place of business is in this state and  
177 which agreement is expressly governed by the laws of this state.  
178

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

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

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

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

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

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

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

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

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

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

(3) NOTICE.—

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

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

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

(b) A covered employer may, as provided for in the covered garden leave agreement, shorten the term of the notice period at any time during the notice period 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

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the notice period, or use confidential information or customer relationships of the covered employer; or

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

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

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

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

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

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

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

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

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

542.45 Covered noncompete agreements.—

(1) APPLICABILITY.—This section applies to:

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

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

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

(2) RESTRAINT OF TRADE.—A covered noncompete agreement does not violate public policy as a restraint of trade, as described in s. 542.18, or an attempt to monopolize trade or commerce in this state, as described in s. 542.19, and is fully enforceable

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291 according to its terms, provided that:

292 (a) A covered employee was advised, in writing, of the  
293 right to seek counsel prior to execution of the covered  
294 noncompete agreement and was provided notice as described in  
295 subsection (3);

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

299 (c) A covered noncompete agreement provides that the  
300 noncompete period is reduced day-for-day by any nonworking  
301 portion of the notice period, pursuant to a covered garden leave  
302 agreement between the covered employee and the covered employer,  
303 if applicable.

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

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

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

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

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

315 (a) Upon application by a covered employer seeking  
316 enforcement of a covered noncompete agreement, a court must  
317 preliminarily enjoin a covered employee from providing services  
318 to any business, entity, or individual other than the covered  
319 employer during the noncompete period. The court may modify or

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320 dissolve the injunction only if the covered employee establishes  
321 by clear and convincing evidence based on public or other  
322 nonconfidential information that:

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

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

331 3. The business or individual seeking to employ or engage  
332 the covered employee is not engaged in, and is not planning or  
333 preparing to engage in during the noncompete period:

334 a. Business activity similar to that engaged in by the  
335 covered employer; and

336 b. In the geographic area specified in the noncompete  
337 agreement.

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

346 1. The covered employee will not provide any services  
347 similar to the services provided to the covered employer during  
348 the 3-year period preceding the commencement of the noncompete

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349 period, or use confidential information or customer  
350 relationships of the covered employer; or

351 2. The business or individual seeking to employ or engage  
352 the covered employee is not engaged in, and is not planning or  
353 preparing to engage in during the noncompete period:

354 a. Business activity similar to that engaged in by the  
355 covered employer; and

356 b. In the geographic area specified in the noncompete  
357 agreement.

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

366 (c) The injunctive relief provided in this section is not  
367 an exclusive remedy, and a prevailing covered employer is  
368 entitled to recover all available monetary damages for all  
369 available claims.

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

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

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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 reordered and 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:

(2)~~(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.

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

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(5)~~(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.

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

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

(1)~~(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.

(4)~~(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:

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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

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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 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

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such judgment or decree would be an estoppel as between the parties thereto; however, this section does not apply to a consent judgment or decree entered before any testimony has been taken. Nothing contained in this section shall be construed to impose any limitation on the application of collateral estoppel.

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

542.26 Limitation of actions.—

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

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523 commencement and trial of such prosecutions, the Attorney  
524 General or a state attorney shall have all the powers and duties  
525 vested by law with respect to criminal prosecutions generally.  
526 Incident to any investigation commenced under this part ~~chapter~~,  
527 the Attorney General may participate in and appear before a  
528 grand jury in assistance of any state attorney, irrespective of  
529 the provisions of chapter 905.

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

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

544 Section 14. Paragraph (b) of subsection (2), paragraph (b)  
545 of subsection (3), and subsections (5) and (13) of section  
546 542.28, Florida Statutes, are amended to read:

547 542.28 Civil investigative demand.—

548 (2) The demand shall:

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

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

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

(5) Within 30 days after the service of an investigative demand upon any person or at any time before the return date specified therein, whichever period is longer, the person served may file in the circuit court in and for the county in which the person resides or transacts business, and serve upon the Attorney General or state attorney, a petition for an order of the court modifying or setting aside the demand. The time allowed for compliance in whole or in part with the demand as deemed proper and ordered by the court shall not run while the petition is pending before the court. The petition shall specify each ground upon which the petitioner relies in seeking relief and may be based upon the failure of the demand to comply with the provisions of this part ~~chapter~~ or upon any constitutional or other legal right or privilege of such person.

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

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

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

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

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

585 Section 15. Section 542.29, Florida Statutes, is amended to  
586 read:

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

594 Section 16. Section 542.30, Florida Statutes, is amended to  
595 read:

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

603 Section 17. Section 542.31, Florida Statutes, is amended to  
604 read:

605 542.31 Action not barred as affecting or involving  
606 interstate or foreign commerce.—No action under this part  
607 ~~chapter~~ shall be barred on the grounds that the activity or  
608 conduct complained of in any way affects or involves interstate  
609 or foreign commerce. It is the intent of the Legislature to

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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.

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

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639 October 1, 1980, ~~the effective date of this act~~ and continuing  
640 after the effective date shall be actionable as provided in this  
641 part ~~chapter~~. The fact that any conduct occurred prior to  
642 October 1, 1980, ~~the effective date of this act~~ shall not affect  
643 its relevance in proving that a violation of this part ~~chapter~~  
644 has occurred or is occurring.

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