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Fla. Bill Aims To Boost Employer Noncompete Power

https://melandbudwick.com/2025/06/20/fla-bill-aims-to-boost-employer-noncompete-power/

Carolina Bolado | June 20, 2025

The Florida Legislature continued in its efforts to make the Sunshine State attractive to businesses with a bill this past session that would create one of the most employer-friendly noncompete statutory frameworks in the country.

As other states have moved away from enforcement of noncompete agreements, Florida is going in the opposite direction with S.B. 1219, which would allow for noncompete agreements of up to four years for certain high earners and shift the burden from an employer needing to justify the reasonableness of a noncompete to the covered employee.

“Florida has done a good job of carving itself a little niche in this space,” Jason Goldman of Davis Goldman PLLC said. “I think that’s the point of this legislation, to make itself an outlier and draw attention to its business friendly environment to try to woo businesses here.”

The bill, called the Contracts Honoring Opportunity, Investment, Confidentiality and Economic Growth Act, would not just allow for four-year noncompete agreements but also would give employers a boost in the courtroom by mandating preliminary injunctions for employers as soon as they sue to enforce the noncompetes.

> “There was some degree of shock by lawyers who practice in this area,” Eric Ostroff of Meland Budwick PA said. “We’ve seen other states moving in the other direction. Florida is going in the complete opposite direction.”

The bill, which would take effect July 1 if signed, passed in April by wide margins in both houses of the Florida Legislature, where Republicans hold supermajorities. But

it has not yet been sent to Gov. Ron DeSantis.

If signed into law, the CHOICE Act would allow for noncompete provisions of up to four years for employees who are making more than twice the mean income of the county in Florida in which the company is headquartered or the Florida county in which the employee resides, if the employer isn't based in Florida.

"It's people who are making six figures and earning a good income," Seth Welner of Holland & Knight LLP said. "Folks who are not making that income are going to be subject to the previous law."

That previous law limits noncompete agreements to two years and requires employers seeking to enforce them in court to justify a reason for the agreement. But the CHOICE Act would establish a presumption of enforcement by requiring an automatic preliminary injunction in favor of enforcing the agreement. That then shifts the burden to the employee to show why an injunction is not warranted and the noncompete is unenforceable.

Goldman said he sees this presumption of enforcement as a helpful way to streamline the judicial process for businesses and provides clarity and certainty for both parties.

But Cynthia Sass of Sass Law Firm said this could also backfire on employers by making it increasingly difficult and costly to hire new talent.

"You're just not going to be able to hire someone," Sass said.

Sass, who regularly represents doctors fighting noncompete agreements in their contracts, said the CHOICE Act does exempt healthcare workers from being subject to these more onerous noncompete agreements. As high earners, they would be well over the income threshold if not for the exemption, she said, even if they are not in management positions.

But because the new bill would not repeal the current noncompete framework, Sass said it is unclear whether doctors would still be subject to the older law, which has already led to situations where geographic areas were left without a specialist.

Just last month, the Second District Court of Appeal sided with thoracic surgeon Dr.

Christopher Bariana in his fight with Tampa General Hospital over a noncompete that prevented him from going to a rival hospital and left Pinellas County without enough doctors in the specialty. The appeals court found that the public interest in having a thoracic surgeon provide services locally outweighed any legitimate business interest the hospital might have in keeping him from working for a competitor.

The CHOICE Act would also make it easier to enforce these provisions against out-of-state employees by specifically stating that covered employees will be subject to the law if the employer is in Florida regardless of where the employee lives.

Welner of Holland & Knight said that there has already been a fair amount of litigation under the previous statutory regime over obtaining personal jurisdiction over an out-of-state employee working for a Florida company. For remote workers living in more employee-friendly states, the prospect of filing the first suit in a friendly venue will likely be an enticing one.

“The practical impact is you’re going to have a race to the courthouse,” Welner said. “If you have an employee who is considering a move and is concerned the move might be a violation of the agreement, that employee may file first in their home state to get a declaratory judgment.”

Sass added that the effort to bring remote workers under the law’s jurisdiction could make prospective employees think twice about working for Florida companies.

“People aren’t going to want to move here if they’re going to be subject to these kinds of things,” she said.

Welner said the other question that remains is whether companies will be able to get skilled workers to sign these agreements.

“Employers are going to have to test markets,” Welner said. “At some point, if a company can’t get qualified programmers to agree, then that employer is going to have a business decision to make as to how do I balance opportunities under the CHOICE Act with actually retaining talent.”

Read more here.