



# Cordova for President

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## The United States Constitution

Article II, Section 1 of the U.S. Constitution imposes only three eligibility requirements on persons serving as president, based on the officeholder's age, time of residency in the U.S., and citizenship status:

## U.S. Constitution – Presidential Candidate Eligibility

"No person except a natural born Citizen, or a Citizen of the United States, at the time of the Adoption of this Constitution, shall be eligible to the Office of President; neither shall any person be eligible to that Office who shall not have attained to the Age of thirty-five Years, and been fourteen Years a Resident within the United States."

# Legislation Proposal

## American Worker Protection and Human-AI Collaboration Act.

### A BILL

**To protect American workers from artificial intelligence-driven workforce displacement, mandate human-AI collaboration as a condition of interstate commerce, prohibit the weaponization of AI systems by private equity firms and institutional investors against the American workforce, establish a national security framework governing foreign government and foreign-owned AI deployment within the United States, protect federal and state government workers from AI replacement, and for other purposes.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

### SECTION 1. SHORT TITLE

This Act may be cited as the "American Worker Protection and Human-AI Collaboration Act."



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## SECTION 2. FINDINGS AND PURPOSE

Congress finds and declares the following:

(a) The systematic replacement of American workers by artificial intelligence systems, executed for the primary purpose of reducing labor costs and increasing returns to institutional capital, constitutes a threat to the national security, economic stability, public health, and social cohesion of the United States.

(b) Over 771,000 Americans are homeless; 34 to 39 million Americans live in poverty; prescription and illegal drug dependency have reached historic levels; and these conditions are materially worsened by large-scale employment displacement driven by automation strategies controlled by financial entities with no legal accountability to American workers or communities.

(c) Artificial intelligence, when deployed responsibly alongside human workers, is a powerful tool for human advancement — increasing productivity, expanding access to knowledge, and improving quality of life. The purpose of this Act is not to restrict beneficial AI use but to prohibit the use of AI as an instrument of workforce displacement and financial extraction.

(d) Private equity firms and institutional investors are structurally misaligned with human workforce protection. Their legal obligations, investment mandates, fee structures, and performance benchmarks are constructed around extraction. Their deployment of AI will, in every case not externally constrained, result in workforce displacement in pursuit of investor returns.

(e) Foreign governments — including allied governments whose administrations may change — that hold operational control over AI systems deployed within the United States represent a structural national security vulnerability. Governments change. Administrations are captured by financial interests. Leaders are replaced. A control point granted in friendship becomes a weapon in different hands. The United States cannot build its national security architecture around the assumption that today's partner is tomorrow's partner.

(f) The deliberate manipulation of legal language, corporate structure, and definitional interpretation to evade the requirements of worker protection law is a documented, organized practice that this Act prohibits with the same force as the underlying conduct it would enable.

(g) The Congress enacts this legislation pursuant to its authority under the Commerce Clause (Article I, Section 8), the Necessary and Proper Clause (Article I, Section 8), the Spending



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Clause (Article I, Section 8), the power to regulate foreign commerce, the power to provide for the national defense, and all other applicable constitutional authorities.

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## SECTION 3. DEFINITIONS

As used in this Act:

**(1) AUGMENTATION** means an AI deployment in which: (A) the human workforce in the relevant employment category is maintained at or above its pre-deployment level; and (B) individual workers in that category perform more complex, higher-value, or better-compensated work as a result of AI assistance. Augmentation is not augmentation if the workforce shrinks.

**(2) COMPARABLE ROLE** means employment satisfying all of the following: (A) at least 95 percent of the worker's prior annual compensation, adjusted for inflation; (B) at least 95 percent of prior benefits including health insurance, retirement contributions, and paid leave; (C) no more than a 10 percent increase in one-way commuting distance; and (D) equal or higher employment status. Reclassification from W-2 employee to independent contractor is per se non-comparable regardless of stated compensation.

**(3) CONTROLLING INTEREST** means: (A) ownership of 25 percent or more of any class of equity, voting rights, or economic interest, measured by beneficial ownership across all affiliated funds and vehicles; or (B) any contractual or structural right to appoint or remove a majority of the board of directors or equivalent governing body.

**(4) COVERED EMPLOYER** means any employer with 50 or more employees in the United States, any entity receiving federal contracts, grants, or subsidies regardless of size, and any entity in which a private equity firm, institutional investor, or foreign-affiliated investment vehicle holds any ownership or governance interest.

**(5) FOREIGN ADVERSARY ENTITY** means any government, financial network, investment vehicle, or corporate entity — regardless of country of formal incorporation — that: (A) operates under the direction or control of a foreign government that compels cooperation with its intelligence, surveillance, or economic warfare programs; (B) is part of a transnational financial network whose primary purpose is the acquisition of control over foreign economies or critical infrastructure rather than genuine commercial participation; (C) holds or seeks beneficial ownership or operational access to American AI systems while maintaining obligations to a foreign government or foreign government-directed financial network; or (D) has engaged in the



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use of economic acquisition as a substitute for military or political means of achieving dominance over American systems. This definition is based on conduct and structure, not on any government list. No diplomatic designation, treaty relationship, or change in government classification affects the applicability of this definition.

**(6) FOREIGN GOVERNMENT-CONNECTED ENTITY** means any entity that is owned, controlled, directed, or materially influenced by any foreign government, regardless of that government's current diplomatic relationship with the United States.

**(7) HACO** means the Human-AI Collaboration Office established under Section 8 of this Act.

**(8) HUMAN-AI COLLABORATION PLAN** means the written plan, approved by HACO, that a covered employer must file before deploying any AI system in a covered employment category, detailing the specific functions the AI will perform, the human roles working alongside it, the mechanism by which humans retain decision authority and override capability, and the employer's binding commitment to the permanent headcount floor established in Section 4(b)(3).

**(9) INSTITUTIONAL INVESTOR** includes any private equity fund, hedge fund, pension fund, endowment, sovereign wealth fund, family office with more than \$1 billion in assets under management, and any entity acting primarily as a vehicle for the aggregation and deployment of institutional capital.

**(10) MATERIAL REDUCTION** means: (A) a reduction of more than 5 percent of headcount in an affected employment category within 24 months of AI deployment; or (B) an absolute reduction of more than 50 workers in that category within the same period; whichever threshold is first reached.

**(11) SIGNIFICANT OWNERSHIP INTEREST** means: (A) for private companies — 15 percent or more of any class of equity or voting rights; and (B) for public companies — 10 percent or more as reported under SEC beneficial ownership rules.

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## SECTION 4. HUMAN-AI COLLABORATION MANDATE

### (a) GENERAL PROHIBITION

Effective 365 days after the date of enactment, no covered employer operating within the United States as defined in Section 3(12) — including within all territories and possessions — may



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deploy an artificial intelligence system, autonomous agent, robotic process automation system, or machine-learning-driven decision system for the purpose of, or with the effect of, eliminating, replacing, or substantially reducing a category of human employment without satisfying the requirements of this Section. Workers in Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa are covered on identical terms as workers in the fifty states.

## **(b) PERMITTED DEPLOYMENT**

An AI system may be deployed by a covered employer when:

- (1) The AI system functions alongside a human worker in a collaborative capacity, with the human retaining genuine decision authority and override capability;
- (2) The deployment increases the capability, productivity, safety, or compensation of human workers rather than substituting for them;
- (3) The employer maintains or increases its total domestic headcount in the affected employment category permanently from the date of AI deployment. The pre-deployment headcount in every affected category becomes the permanent minimum floor and does not expire; and
- (4) The employer holds a current, approved Human-AI Collaboration Plan on file with HACO.

## **(c) PROFIT-THRESHOLD EXCEPTION**

The permanent headcount floor established in subsection (b)(3) may be temporarily modified only when: (1) the employer has sustained actual net operating losses — not reduced profits — for three or more consecutive fiscal quarters, verified by an independent auditor selected by HACO; (2) the employer demonstrates by clear and convincing evidence that it has exhausted all other cost-reduction measures; (3) every worker affected receives the full protection package of Section 7; (4) the exception is not invoked more than once in any five-year period; and (5) upon return to net profitability, the headcount floor is reinstated within 90 days.

## **(d) PROHIBITED DEPLOYMENT**

An AI system may not be deployed when: (1) the primary purpose is headcount reduction; (2) the deployment results in material reduction in human employment and the employer cannot demonstrate all affected workers were retained in comparable roles; (3) the deployment was directed or conditioned by an institutional investor or board directive whose primary motivation



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was labor cost reduction; or (4) the employer lacks a current, approved Human-AI Collaboration Plan.

## **(e) PROHIBITION ON AI-DRIVEN WORKER COERCION**

The following practices are prohibited:

**(1) ALGORITHMIC PRODUCTIVITY COERCION.** No covered employer may use an AI system to set, enforce, or escalate productivity quotas or work pace targets that exceed what a human being can sustain under safe, humane, and dignified working conditions.

**(2) SURVEILLANCE AS COERCION.** No covered employer may deploy AI systems that monitor workers on a continuous real-time basis in a manner designed to induce anxiety, suppress rest periods, or create working conditions under constant machine judgment.

**(3) AUTOMATED DISCIPLINE AND TERMINATION.** No covered employer may discipline, demote, or terminate any worker based solely or primarily on the output of an automated monitoring system. Every such decision requires a human supervisor who has reviewed the circumstances, heard from the affected worker, and signed a written determination.

**(4) ALGORITHMIC WAGE MANIPULATION.** No covered employer may use AI systems to dynamically reduce effective compensation or diminish the economic terms of a worker's employment based on machine-generated assessments of replaceability or behavioral profile.

**(5) PSYCHOLOGICAL MANIPULATION.** No covered employer may deploy AI systems using behavioral data or psychological profiling to suppress organizing activity, identify workers likely to raise grievances, or target workers for differential treatment based on machine-predicted loyalty or compliance. Such use constitutes an unfair labor practice under the National Labor Relations Act.

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## **SECTION 5. PRIVATE EQUITY AND INSTITUTIONAL INVESTOR ACCOUNTABILITY**

### **(a) STRUCTURAL FINDING**



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Congress finds that private equity firms and institutional investors are structurally disqualified from genuine human workforce protection because their legal obligations, investment mandates, incentive compensation, and performance benchmarks are constructed entirely around extraction. Accordingly, this Section establishes non-discretionary requirements applicable to all AI deployments in their portfolio companies.

## **(b) PRESUMPTIVE PROHIBITION**

Any company in which a private equity firm, hedge fund, institutional investor, or family office holds a controlling interest is prohibited from deploying any AI system or automated process that results in a material reduction of human employment in any affected category, unless the company qualifies for the hardship exemption under subsection (e).

## **(c) PROHIBITION ON AUTOMATION CLAUSES**

Any investment agreement, shareholder agreement, management services agreement, or any other instrument governing a portfolio company is prohibited from containing any term that: (1) rewards or incentivizes headcount reduction achieved through AI or automation; (2) penalizes management for maintaining or increasing headcount; (3) requires replacement of human roles with automated systems as a condition of continued investment; or (4) measures operational efficiency in a manner that treats human workers primarily as costs to be minimized. Any such provision in any existing or future agreement is void and unenforceable.

## **(d) PORTFOLIO AUDIT REQUIREMENT**

Within 120 days of enactment, every private equity firm and institutional investor with portfolio company investments in the United States shall submit to HACO a complete audit of every portfolio company's AI deployment status, workforce levels, automation plans, and investment agreement terms. Failure to submit constitutes a violation subject to maximum civil penalties.

## **(e) HARDSHIP EXEMPTION**

**(1) HACO PRE-APPROVAL REQUIRED.** No portfolio company may invoke the hardship exemption or begin AI deployment under it without first obtaining pre-approval from HACO. HACO shall render a determination within 30 days of a complete application, or within 10 business days upon request in genuine insolvency emergencies. Eligibility is determined by a HACO-selected independent auditor, not by the company or its investors.



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**(2) ELIGIBILITY.** To qualify, the company must demonstrate: (A) actual net operating losses for three or more consecutive fiscal quarters; (B) exhaustion of all other cost-reduction measures; and (C) that AI deployment is strictly necessary to prevent liquidation.

**(3) INELIGIBILITY PRESUMPTIONS.** A company formed within 18 months of the application, or that became insolvent within 18 months of acquisition by a PE firm with a documented history of AI-driven layoffs, is presumed ineligible. Both presumptions may be rebutted only by clear and convincing evidence.

**(4) DURATION.** The exemption is valid for 18 months and is non-renewable.

**(5) WORKER PROTECTIONS.** All worker rights under Section 7 remain in full effect during the exemption period without reduction or exception.

**(6) FULL RESTORATION.** Within 12 months after the exemption ends, the company must restore 100 percent of displaced workers to comparable roles. Each worker not restored is owed an additional 24 months of full severance beyond the requirements of Section 7.

**(7) ANTI-MANIPULATION PROVISIONS.** (A) The company and all affiliated PE entities must certify no existing plan to sell, transfer, or take public the company within 24 months. (B) If the company is sold or goes public within 24 months of the exemption ending, the greater of \$5,000,000 or 50 percent of net proceeds shall be escrowed for 36 months to fund worker claims. (C) Successor liability applies: any entity acquiring a company that used this exemption is jointly and severally liable for all prior violations.

**(8) PENALTIES FOR MISUSE.** False certification voids the exemption ab initio. The company and affiliated PE entities are jointly and severally liable for triple back pay, benefits, and severance owed to every displaced worker. The PE firm is disqualified from federal contracts for five years and referred for criminal prosecution under 18 U.S.C. § 1001.

## **(f) JOINT AND SEVERAL LIABILITY**

Any private equity firm or institutional investor that directs, incentivizes, tolerates, or fails to prevent a violation of this Act by a portfolio company is jointly and severally liable for all penalties, reinstatement obligations, back pay awards, and damages. Corporate separateness is not a defense.



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## **SECTION 6. FOREIGN GOVERNMENT AND FOREIGN ADVERSARY AI PROHIBITION: THREE-TIER FRAMEWORK**

### **(a) TIER ONE — ABSOLUTE PROHIBITION ON FOREIGN GOVERNMENT-OWNED AI**

No entity that is owned, controlled, directed, or materially influenced by any foreign government — regardless of that government's current diplomatic relationship with the United States, regardless of alliance status or treaty obligations, and regardless of the apparent character of the government's current administration — may, within the United States as defined in Section 3(12), including all territories and possessions:

- (1) Deploy any AI system within the United States;
- (2) Operate any automated decision-making system affecting American workers, consumers, or critical infrastructure within the United States; or
- (3) Hold any ownership or operational control over AI infrastructure serving American critical sectors.

This prohibition is absolute and permanent. It contains no allied-nation exception. Governments change. Administrations are captured by financial interests. The control point is permanent. The relationship is not.

### **(b) FOREIGN ADVERSARY ENTITIES**

Any entity in which a foreign adversary entity as defined in Section 3(5) holds any beneficial ownership interest is prohibited from: (1) deploying any AI system within the United States that manages or controls critical infrastructure; (2) operating any automated decision-making system materially affecting eligibility for healthcare, financial services, housing, or employment for U.S. persons; and (3) transmitting data generated by U.S. workers or consumers to any server or entity under the operational control of a foreign adversary entity.

### **(c) CRITICAL INFRASTRUCTURE CATEGORIES**



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Foreign government-connected entities and foreign adversary entities are permanently prohibited from holding any ownership interest, service contract, or data access arrangement with respect to: (1) healthcare systems, hospital networks, insurance claims processing, and pharmaceutical supply chains; (2) financial systems, banking infrastructure, payment networks, and credit reporting; (3) communications infrastructure, internet backbone, and satellite systems; (4) electric grid, water systems, and energy infrastructure; (5) transportation networks including autonomous vehicle systems; (6) defense-adjacent manufacturing and supply chains; (7) federal, state, and local government information systems; and (8) educational technology platforms serving K-12 or post-secondary institutions.

## **(d) TIER TWO — US AI DEPLOYMENT LICENSE**

Any AI system deployed within the United States by a private entity headquartered outside the United States, or in which foreign private persons hold a majority ownership interest, must obtain a US AI Deployment License from HACO. A license requires: (1) a fully independent US subsidiary with genuine operational authority; (2) a majority-American board whose members hold no conflicting financial interest in the foreign parent; (3) all data stored exclusively on servers physically located within the United States and not accessible by the foreign parent; (4) full government audit and override authority including the technical capability to suspend the AI system within 24 hours of a government directive without foreign parent cooperation; and (5) no foreign parent override capability of any kind. Licenses are valid for two years and subject to revocation without advance notice.

## **(e) TIER THREE — MINORITY FOREIGN OWNERSHIP DISCLOSURE**

Any AI system deployed within the United States by an entity in which foreign private persons hold a minority ownership interest of 5 percent or more must register with HACO, submit to annual compliance audits, and certify annually that no foreign minority owner has exercised operational influence over the AI system's deployment in the United States.

## **(f) MANDATORY DIVESTITURE**

Any existing arrangement prohibited under this Section shall be divested within 180 days of enactment.

## **(g) DATA SOVEREIGNTY**



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The transmission of data generated by American workers, consumers, or government operations to any server or entity accessible to a foreign government or foreign adversary entity is prohibited, regardless of anonymization, aggregation, or encryption.

## **(h) CRIMINAL LIABILITY**

Any person who knowingly conceals foreign government ownership, influence, or data access in violation of this Act is subject to criminal prosecution under 18 U.S.C. § 1001 and 50 U.S.C. § 1705. Maximum penalties shall be sought in cases involving critical infrastructure.

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## **SECTION 7. WORKER RIGHTS AND TRANSITION PROTECTIONS**

No American worker shall be displaced by an AI system without receiving, in advance:

- (a)** Written notice not less than 120 days prior to displacement;
- (b)** Fully employer-funded retraining of not less than 12 months in a field of the worker's choosing;
- (c)** Maintained health insurance for the worker and immediate family for not less than 24 months following displacement; and
- (d)** A transition stipend equal to 100 percent of the worker's most recent annual compensation for months one through twelve, and not less than 50 percent for months thirteen through twenty-four.

The right to collectively refuse AI deployment is affirmed as protected activity under Section 7 of the National Labor Relations Act.

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## **SECTION 8. HUMAN-AI COLLABORATION OFFICE**

### **(a) ESTABLISHMENT**



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Within 180 days of enactment, the Secretary of Labor shall establish the Human-AI Collaboration Office (HACO) within the Department of Labor.

## **(b) DUTIES**

HACO shall: (1) develop and publish binding Human-AI Collaboration Standards; (2) receive, review, approve, or reject Human-AI Collaboration Plans; (3) conduct independent audits of covered entities; (4) receive and process foreign ownership disclosure filings; (5) investigate violations and refer findings to DOJ, FTC, and SEC; (6) maintain the Corporate AI Violation Public Registry under Section 11; (7) maintain the Euphemism Watch List under Section 9(d); and (8) publish quarterly public enforcement reports in plain language.

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## **SECTION 9. ANTI-CIRCUMVENTION AND ANTI-LANGUAGE-MANIPULATION**

### **(a) SUBSTANCE-OVER-FORM STANDARD**

The question at every enforcement determination is not what an entity calls what it is doing but what the entity is actually doing, measured by observable, verifiable outcomes. No contractual label, corporate structure, legal opinion, or definitional argument may defeat the actual economic or operational reality.

### **(b) RETROACTIVE RESTRUCTURING**

Any corporate restructuring, ownership transfer, or contractual modification executed after the date of introduction of this Act in Congress, the effect of which is to reduce apparent exposure to enforcement, is presumed evasive and subject to unwinding.

### **(c) PROHIBITION ON DEFINITIONAL ARBITRAGE**

No person or entity may, for compensation or in furtherance of the interests of a covered entity, engage in the systematic development, promotion, or submission to any regulatory body or court of legal interpretations whose primary purpose is to narrow the meaning of any term in this Act in a manner that would permit conduct this Act is designed to prohibit.

### **(d) EUPHEMISM WATCH LIST**



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HACO shall publish and regularly update a Euphemism Watch List of terms and phrases commonly used to disguise prohibited conduct. Any compliance filing using a listed term triggers mandatory independent audit within 30 days.

## **(e) PLAIN MEANING STANDARD**

When any term of this Act is susceptible to more than one interpretation, the interpretation most consistent with the protection of American workers governs. Any ambiguity is resolved in favor of the affected workers.

## **(f) NO PRIVATE REINTERPRETATION**

No covered entity, private arbitration panel, or contractually-created dispute resolution mechanism may issue a binding interpretation of the terms of this Act. Any contract clause purporting to resolve questions of compliance outside the judicial and administrative process is void and unenforceable.

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## **SECTION 10. GOVERNMENT WORKER PROTECTION**

### **(a) PROHIBITION ON REPLACEMENT**

No AI system, autonomous agent, or automated decision platform may be used to replace, eliminate, or substitute for any employee of the federal government, any state government, any territorial government — including the governments of Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa — or any local or municipal government within any of these jurisdictions, in the performance of any function involving: (1) the exercise of discretionary governmental authority; (2) direct contact with or service to the American public; (3) the administration, enforcement, or interpretation of law, regulation, or policy; (4) the custody, safety, or welfare of any person; or (5) any function the Constitution or applicable law assigns to human public servants.

### **(b) FEDERAL CONTRACTOR PROHIBITION**

No federal contractor may deploy AI systems that replace human positions performing work on behalf of any federal agency, or that perform functions previously performed by federal civilian employees through outsourcing or managed services arrangements.



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## **(c) PROHIBITION ON AI-DRIVEN PUBLIC MANIPULATION**

No federal agency, federal contractor, or federally funded entity may deploy any AI system for the purpose of shaping, manipulating, or conditioning the beliefs, behaviors, or political views of the American public; generating synthetic content designed to simulate authentic public sentiment; or monitoring, profiling, or scoring American citizens for the purpose of influencing political behavior or civic participation.

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## **SECTION 11. WHISTLEBLOWER PROTECTIONS AND CORPORATE AI VIOLATION PUBLIC REGISTRY**

### **(a) WHISTLEBLOWER PROTECTIONS**

Any person who in good faith reports a violation of this Act to HACO, DOJ, FTC, SEC, or any other relevant agency is entitled to: (1) full anti-retaliation protection — no adverse employment action of any kind; (2) civil immunity from suit by the reported entity for any disclosure made in good faith; (3) a financial reward of not less than 15 percent and not more than 30 percent of any civil penalty collected as a result of the information provided; and (4) representation by the Department of Labor's Office of the Solicitor at no cost if the whistleblower faces retaliation or legal action.

No non-disclosure agreement, confidentiality clause, or employment agreement may be enforced to suppress reporting under this Act.

### **(b) MANDATORY SELF-REPORTING**

Any covered entity that discovers a violation of this Act within its own operations must self-report to the Department of Labor within 30 days. Failure to self-report doubles the applicable civil penalty.

### **(c) CORPORATE AI VIOLATION PUBLIC REGISTRY**

The Department of Labor shall establish and maintain a publicly accessible Corporate AI Violation Registry that: (1) lists every entity found to have violated this Act, including the nature of the violation, the number of workers affected, the penalty imposed, and current compliance status; (2) maintains permanent records — completion of a penalty or consent order does not



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result in removal; (3) is searchable at no cost by company name, industry, investor ownership, geographic location, and violation type; (4) is integrated into federal procurement systems — any entity with an active unresolved violation is automatically disqualified from new federal contracts; and (5) is updated within 30 days of any new finding and reported publicly on a quarterly basis in plain language.

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## SECTION 12. ENFORCEMENT

### (a) CIVIL PENALTIES

Violations are subject to civil penalties of not less than \$50,000 and not more than \$500,000 per affected worker per violation. For violations involving foreign government-connected entities in critical infrastructure sectors, civil penalties shall be not less than \$1,000,000 per violation with no statutory maximum.

### (b) ADDITIONAL REMEDIES

Courts shall order: (1) mandatory reinstatement of displaced workers with back pay and benefits restoration; (2) a 24-month severance guarantee where reinstatement is not practicable; and (3) disqualification from federal contracts for not less than three years for willful violations.

### (c) CRIMINAL REFERRAL

Willful, coordinated, investor-directed, or foreign government-connected violations shall be referred for criminal prosecution under applicable federal statutes.

### (d) PRIVATE RIGHT OF ACTION

Any worker or group of workers may bring a civil action for violations of this Act. Prevailing plaintiffs shall receive back pay, reinstatement, compensatory damages, punitive damages not to exceed three times compensatory damages for willful violations, and reasonable attorney's fees.

### (e) ENFORCEMENT AGENCIES



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This Act shall be enforced by: the Department of Labor; the Department of Justice; the Federal Trade Commission; the Securities and Exchange Commission; and HACO. These agencies shall coordinate enforcement and shall not require workers to elect between available remedies.

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## SECTION 13. CONSTITUTIONAL AMENDMENT RESOLUTION

Congress urges the consideration of a Constitutional Amendment establishing:

- (a) The right of every American to be considered for employment in any category of work before that work is assigned to an automated system where such assignment would eliminate human employment opportunity;
- (b) The right of the American people to be governed at every level by human officials individually accountable for the decisions made in their name;
- (c) The right of American workers not to be subjected to AI-driven surveillance, productivity coercion, algorithmic discipline, or psychological manipulation in the workplace; and
- (d) The prohibition on any foreign government or transnational extractive entity acquiring operational control over AI systems deployed within the United States against the interests of the American people.

The Attorney General is directed to prepare and transmit to the relevant committees of Congress proposed constitutional amendment language consistent with this Section within 180 days of enactment.

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## SECTION 14. EFFECTIVE DATES

(a) Sections 6 (foreign government and adversary prohibitions), 9 (anti-circumvention), 11 (whistleblower and registry), and 12 (enforcement) take effect upon enactment.

(b) Section 8.1 (healthcare automated denial prohibition) takes effect 180 days after enactment.



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(c) HACO shall be fully operational 365 days after enactment. Human-AI Collaboration Plans are required for all new AI deployments after that date.

(d) Full compliance required for all existing AI deployments 730 days after enactment.

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## SECTION 15. SEVERABILITY

If any provision of this Act or its application to any person or circumstance is held invalid, the remainder of this Act and its application to other persons or circumstances shall not be affected.

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*Introduced by:* \_\_\_\_\_

*Referred to: Committee on Education and the Workforce; Committee on the Judiciary; Committee on Financial Services; Committee on Homeland Security*

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## SECTION 9 — ADDITIONS: EXTRATERRITORIAL EFFECTS AND OFFSHORE CIRCUMVENTION

### (g) THE EFFECTS TEST — EXTRATERRITORIAL JURISDICTION

This Act applies to every AI system, automated process, or algorithmic decision system that has a direct, substantial, and reasonably foreseeable effect on the employment, compensation, working conditions, displacement, or economic welfare of American workers — regardless of where that system is physically located, regardless of the nationality or domicile of the entity operating it, and regardless of whether the entity has a formal legal presence within the United States. Physical location is not the jurisdictional standard. Effect on American workers is.



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## **(h) OFFSHORE CIRCUMVENTION PROHIBITION**

No U.S. person, U.S.-incorporated entity, entity publicly traded on a U.S. exchange, or entity receiving U.S. federal contracts or subsidies may move or re-route any AI system performing workforce management, monitoring, compensation-setting, discipline, termination, or displacement functions for American workers to servers or operational control located outside the United States for the purpose of, or with the reasonably foreseeable effect of, evading the requirements of this Act. The offshore location of such a system is disregarded. The domestic effects govern.

## **(i) FOREIGN INVESTOR EXTRATERRITORIAL ACCOUNTABILITY**

Any private equity firm, hedge fund, institutional investor, sovereign wealth fund, or family office incorporated or domiciled outside the United States that holds a controlling or significant ownership interest in any U.S. operating company is subject to this Act on identical terms as a domestically incorporated investor. Foreign domicile is not a defense. Investment decisions made abroad that harm American workers are regulated by the law of the country whose workers are harmed.

## **(j) EXTRATERRITORIAL ENFORCEMENT**

The Department of Justice, the Federal Trade Commission, and the Securities and Exchange Commission are directed to use all available legal tools to enforce this Act against offshore circumvention, including extraterritorial antitrust enforcement, IEEPA asset freeze authority, mutual legal assistance treaty enforcement, and in personam jurisdiction over foreign entities availing themselves of U.S. markets. No foreign entity may benefit from U.S. markets while using AI to harm the U.S. workers who create the value those markets reflect.

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## **SECTION 16 — PROHIBITION ON AI-DRIVEN FINANCIAL MARKET EXPLOITATION**

### **(a) FINDING**

Congress finds that artificial intelligence deployed by financial market actors — unregulated and directed by entities whose sole obligation is to maximize return — constitutes a systemic threat to the economic sovereignty of the American people. Unconstrained algorithmic systems in



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financial markets accelerate and amplify the transfer of wealth from workers and communities to capital holders at a scale and speed that outpaces democratic regulatory capacity. This Section addresses that threat directly.

## **(b) PROHIBITION ON PREDATORY AI FINANCIAL OPERATIONS**

No financial institution, investment vehicle, hedge fund, private equity firm, insurance company, bank, lender, or any entity participating in U.S. financial markets may deploy any AI system or algorithmic financial instrument for the purpose of, or with the direct effect of:

- (1) Extracting value from retail investors, pension holders, or ordinary American consumers through AI-created information asymmetries inaccessible to those investors or consumers;
- (2) Manipulating the pricing of financial instruments, insurance products, credit, housing, food, energy, or any other essential good through coordinated algorithmic pricing that operates as a price-fixing conspiracy — whether that coordination is explicit or emergent from shared AI systems, shared training data, or shared algorithmic architectures;
- (3) Targeting financially vulnerable Americans for predatory financial products, usurious credit terms, or fraudulent investment schemes through AI-driven behavioral profiling; or
- (4) Using AI systems to circumvent, outpace, or render ineffective the oversight of the SEC, CFTC, CFPB, or any financial regulatory agency.

## **(c) ALGORITHMIC PRICE COORDINATION — PER SE VIOLATION**

The use of AI systems, shared algorithmic pricing platforms, or common pricing software by competing providers of essential goods and services — where the AI produces pricing outcomes functionally equivalent to cartel price-fixing — is hereby declared a per se violation of the Sherman Antitrust Act (15 U.S.C. § 1) and an unfair method of competition under Section 5 of the FTC Act (15 U.S.C. § 45). The algorithm is the conspiracy. Algorithmic coordination requires no explicit agreement. The Department of Justice and the FTC shall prosecute AI-driven essential goods price coordination as a priority enforcement matter.

## **(d) PROHIBITION ON AI-DRIVEN PENSION EXTRACTION**

Any AI system deployed by a fiduciary managing retirement assets on behalf of American workers that: (1) generates fee structures or trading patterns whose primary effect is to increase management compensation at the expense of beneficiary returns; (2) executes high-frequency



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trading strategies extracting value from retirement assets for the managing entity's benefit; or (3) directs retirement assets into high-fee vehicles based on AI recommendations where the AI was trained on data provided by or beneficial to the recommended fund — is hereby declared a breach of ERISA fiduciary duty (29 U.S.C. § 1001 et seq.) subject to civil enforcement by the Department of Labor.

## **(e) MANDATORY DISCLOSURE FOR FINANCIAL AI SYSTEMS**

Every private equity firm, hedge fund, and institutional investor with assets under management exceeding \$1 billion that deploys any AI system in connection with U.S. investment decisions, U.S. market trading, financial product pricing for U.S. consumers, or management of U.S. retirement assets must register that AI system with HACO and the SEC within 90 days of enactment, disclosing: the system's functions; the decisions it makes or influences; its training data; any foreign ownership in the AI vendor; and the mechanism for genuine human fiduciary oversight. AI systems executing financial decisions faster than any human can meaningfully review are presumed to operate without the human accountability that fiduciary law requires.

## **(f) THE SOVEREIGNTY PRINCIPLE**

American financial markets exist because American law creates and sustains them. No financial actor — domestic or foreign, human or algorithmic — has a right to participate in American financial markets that supersedes the right of the American people to govern those markets in their own interest. Financial actors that cannot accept that condition are not entitled to the benefits of American market participation.

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## **SECTION 17 — PROHIBITION ON AI-DRIVEN ANIMAL EXPLOITATION AND ECOLOGICAL EXTRACTION**

### **(a) FINDING**



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Congress finds that the extractive mandate driving AI-powered workforce displacement extends by the same logic and through the same financial structures to animals and the natural world. Factory farming operations deploy AI to maximize output per animal without legally binding welfare constraints. Resource extraction industries deploy AI to access natural systems faster than regulatory frameworks can assess the damage. Agricultural operations deploy AI to maximize short-term yield while depleting the soil, water, and pollinator populations that future harvests depend on. The protection of the natural systems upon which American food security, water security, and economic stability depend is a matter of national security. This Section addresses AI-driven ecological and animal exploitation with the same force applied to AI-driven workforce displacement.

## **(b) PROHIBITION ON AI-DRIVEN ANIMAL EXPLOITATION**

No covered entity may deploy any AI system for the purpose of, or with the direct effect of:

- (1) Intensifying the suffering of any animal in any agricultural, research, entertainment, or commercial setting by increasing confinement density, reducing veterinary care, or eliminating behavioral enrichment primarily to reduce costs or increase financial return;
- (2) Optimizing factory farming operations that treat animals exclusively as production units without legally binding animal welfare standards as a co-equal constraint on the optimization function;
- (3) Facilitating, enabling, or concealing the illegal capture, trade, transport, or sale of any wild animal or animal product protected under the Endangered Species Act, the Marine Mammal Protection Act, the Migratory Bird Treaty Act, the Animal Welfare Act, or any applicable international convention; or
- (4) Identifying, tracking, or targeting wild animal populations for commercial extraction beyond scientifically established sustainable yield limits.

## **(c) PROHIBITION ON AI-DRIVEN ECOLOGICAL EXTRACTION**

No covered entity may deploy any AI system for the purpose of, or with the direct effect of:

- (1) Optimizing resource extraction operations in ways that exceed sustainable yield limits, damage ecosystem integrity, accelerate soil degradation, contaminate water systems, or reduce biodiversity beyond recovery thresholds;



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(2) Targeting ecologically sensitive areas, protected lands, or endangered species habitats for commercial extraction in circumvention of applicable environmental law;

(3) Optimizing supply chains in ways that externalize ecological costs — carbon emissions, water consumption, chemical runoff, habitat fragmentation — onto natural systems and future generations rather than internalizing those costs in the financial model; or

(4) Operating any AI system in agricultural production that systematically degrades soil health, depletes aquifers, reduces pollinator populations, or eliminates natural habitat at a rate exceeding the regenerative capacity of the affected ecosystem.

## **(d) PROHIBITION ON AI-DRIVEN CIRCUMVENTION OF ENVIRONMENTAL LAW**

No covered entity may deploy any AI system for the purpose of circumventing, evading, outpacing, or rendering ineffective any requirement of NEPA (42 U.S.C. § 4321 et seq.), the Endangered Species Act (16 U.S.C. § 1531 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), or any other applicable federal or state environmental law.

## **(e) MANDATORY ENVIRONMENTAL AND ANIMAL WELFARE IMPACT ASSESSMENT**

Any entity in the Restricted Deployment Class deploying AI in connection with agricultural production, mining, oil and gas extraction, commercial fishing, logging, or any natural resource extraction industry must submit to the Council on Environmental Quality and HACO a complete Environmental and Animal Welfare Impact Assessment prior to deployment, demonstrating that sustainable yield limits and animal welfare standards are legally binding hard limits on the AI system's optimization function.

## **(f) THE INTERCONNECTION PRINCIPLE**

The protection of American workers, animals, and ecosystems are expressions of a single principle: life is not a resource to be extracted for financial return. The same extractive mandate that drives AI-powered workforce displacement drives AI-powered ecological destruction. This Act addresses both simultaneously.

## **(g) ENFORCEMENT**



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Violations of this Section are subject to: (1) civil penalties of not less than \$100,000 and not more than \$1,000,000 per violation per day; (2) mandatory restoration of affected ecosystems, animal populations, or habitats at the entity's full expense; (3) criminal referral to the DOJ Environmental and Natural Resources Division for willful violations; (4) disqualification from federal natural resource leases, agricultural subsidies, and federal contracts for not less than five years; and (5) permanent listing in the Corporate AI Violation Public Registry. The natural world cannot speak in a regulatory proceeding. This Act speaks for it.

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