



# 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."

## POLICY POSITION PAPER

# The American Worker Protection and Human-AI Collaboration Policy

Operational Framework, Implementation Standards, and Regulatory Guidance

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## PART I: THE POLICY STATEMENT

### 1.1 Core Principle

Artificial intelligence is a tool. When deployed alongside human beings — augmenting judgment, expanding capability, accelerating access to knowledge — it is one of the most powerful tools in human history. This policy protects and promotes that deployment.

What this policy prohibits, absolutely and without exception, is the use of artificial intelligence as an instrument of workforce displacement, financial extraction, foreign government control, or psychological manipulation of the American people.

The governing rule of this entire policy can be stated in one sentence: **AI works for people. People are not replaced by AI.**

Every provision of this policy flows from that principle. Every enforcement action taken under this policy serves that principle. Every definition in this policy is constructed to protect that principle from manipulation.

### 1.2 The Three Problems This Policy Solves

**Problem One: Displacement.** Corporations, directed by private equity firms and institutional investors, are systematically deploying AI to eliminate human employment categories. The



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displaced workers have no notice, no recourse, and no systemic protection. The financial actors directing the displacement have no legal accountability to the workers, the communities, or the country they are extracting from. This problem is present in every U.S. jurisdiction — including all five territories — and this policy addresses it in every one of them on identical terms.

**Problem Two: Structural Extraction.** The financial structures controlling these decisions — PE firms, hedge funds, institutional investors — are architecturally incapable of voluntarily protecting workers because their legal obligations, incentive structures, and performance benchmarks are built entirely around return maximization. Voluntary compliance is structurally impossible. Legal requirements are therefore non-negotiable.

**Problem Three: Foreign Control Points.** Foreign governments, including allied governments whose administrations may change, are acquiring operational control over AI systems deployed in American critical infrastructure. The threat is not primarily from current adversaries — it is structural and time-extended. The control point is permanent. The relationship is not. This policy addresses the threat across all future administrations, not only the present one.

## 1.3 What This Policy Does Not Do

This policy does not restrict the development of AI. It does not prohibit AI research. It does not prevent companies from adopting AI tools that make their workers more productive, more capable, or better compensated. It does not impose any burden on AI deployment that genuinely augments rather than replaces human workers.

The test is simple: after the AI is deployed, are the same workers still employed in the same or better roles, earning the same or more? If yes, the deployment is permitted. If no, the employer must explain why — and the burden of that explanation is on the employer, not the worker.

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## PART II: THE HUMAN-AI COLLABORATION STANDARDS

### 2.1 What Constitutes Lawful Augmentation

An AI deployment is lawful augmentation when all of the following conditions are satisfied. These standards apply in every state, territory, and possession of the United States. No territorial exemption exists. Workers in Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana



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Islands, and American Samoa are assessed under identical standards as workers in the fifty states:

**(a) Human decision authority is real, not nominal.** The human worker in the relevant category must exercise genuine judgment over AI-generated outputs. A worker whose job is to review and approve AI outputs at a rate that does not permit meaningful review — where the practical outcome is that AI outputs are accepted without genuine human evaluation — is not exercising decision authority. That worker is a rubber stamp. Rubber-stamping is not augmentation.

The Human-AI Collaboration Office (HACO) will assess the genuineness of human decision authority through:

- Time-per-decision audit: the average time a worker spends reviewing each AI output relative to the complexity of the decision
- Override rate analysis: the frequency with which human workers override or modify AI recommendations
- Outcome correlation testing: whether human worker outcomes differ materially from AI recommendations in ways that suggest genuine independent judgment

**(b) The headcount floor is maintained.** The number of workers employed in the affected category on the date of AI deployment becomes the permanent minimum floor. This floor does not expire. It does not decline with time. It applies for as long as the AI system is deployed in that category. HACO will conduct annual headcount audits of all covered entities to verify floor compliance.

**(c) Worker compensation and conditions have not declined.** AI deployment that maintains headcount but reduces compensation, degrades working conditions, or diminishes the quality of employment in the affected category is not genuine augmentation. HACO will review compensation data as part of the annual audit.

**(d) A current, approved Human-AI Collaboration Plan is on file.** No AI deployment in a covered employment category may begin without a HACO-approved plan in place.

## 2.2 Human-AI Collaboration Plan Requirements

Every covered employer must submit a Human-AI Collaboration Plan to HACO before deploying any AI system in a covered employment category. The plan must include:

### Section A — Deployment Description



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- A plain-language description of the AI system, its capabilities, and the specific functions it will perform
- The vendor or developer of the AI system and any foreign ownership interests in that vendor
- The employment category or categories affected
- The number of workers currently employed in each affected category (the proposed headcount floor)
- The proposed deployment date
- The jurisdiction(s) of deployment — if the deployment includes any U.S. territory or possession, this must be identified and the employer must confirm that the plan covers all territorial workers on identical terms

## **Section B — Human Collaboration Architecture**

- A detailed description of how human workers will work alongside the AI system
- The specific decision points at which human judgment is applied
- The mechanism by which workers can override, modify, or reject AI outputs
- The training and support provided to workers to enable meaningful oversight
- The expected time-per-decision for human review of AI outputs

## **Section C — Workforce Impact Assessment**

- A projection of headcount in each affected category over 24 months following deployment
- An analysis of how worker compensation and conditions are expected to change
- A description of any worker roles that will be eliminated, modified, or created

## **Section D — Compliance Commitments**

- A binding certification by a senior officer of the entity that the deployment is for augmentation, not replacement
- A binding commitment to maintain the headcount floor permanently
- A binding commitment to provide the full worker protection package of Section 9.3 of the EO to any worker displaced under the profit-threshold exception
- Certification of no foreign adversary entity ownership or investment in the AI vendor

## **Section E — Ownership Disclosure**



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- A complete disclosure of the entity's ownership structure, including any PE or institutional investor ownership
- A certification that no investment agreement term of the kind prohibited by Section 5.3 of the EO is in place

HACO will render a determination on a submitted plan within 45 days. Plans that are incomplete, that contain misrepresentations, or that do not satisfy the requirements of the Human-AI Collaboration Standards will be rejected with a written explanation. A rejected plan may be resubmitted after addressing the identified deficiencies.

## 2.3 The Euphemism Watch List: Current Terms Under Enhanced Scrutiny

The following terms, when used in any Human-AI Collaboration Plan, compliance certification, or regulatory submission by a covered entity, trigger mandatory independent audit within 30 days of discovery. The list is maintained and updated by HACO based on enforcement experience. Current terms under enhanced scrutiny:

Term	Why It Is on the List
"Workforce optimization"	Historically used as a synonym for mass layoffs. Triggers automatic headcount audit.
"Human-in-the-loop"	Frequently used to describe nominal rather than genuine oversight. Triggers decision-authority audit.
"Intelligent augmentation"	Often applied to deployments where headcount has already declined. Triggers comparative headcount review.
"Role transformation"	Used to describe elimination of a role while nominally creating a different one. Triggers comparable-role verification.
"Efficiency realization"	Used when efficiency is measured by labor cost reduction rather than output improvement. Triggers compensation impact review.
"Co-pilot" or "AI assistant"	When used to describe a system performing the primary function rather than supporting it. Triggers function-distribution analysis.
"Decision support"	When the "decision" being supported is accepted at a rate above 95% without modification. Triggers override-rate analysis.
"Talent redeployment"	Used when workers are "redeployed" to roles that do not exist, are temporary, or are below their prior compensation. Triggers comparable-role verification.
"Future of work initiative"	Frequently used as a framing device for displacement programs. Triggers full plan review.



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HACO will add terms to this list through a public notice process. Any person, including any worker or worker representative, may petition HACO to add a term to the list by submitting evidence of its use to disguise prohibited conduct.

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## **PART III: PRIVATE EQUITY AND INSTITUTIONAL INVESTOR ACCOUNTABILITY FRAMEWORK**

### **3.1 The Audit Process**

Within 120 days of enactment, every private equity firm and institutional investor with portfolio company investments in the United States must submit a complete audit to HACO. The audit must cover:

#### **For each portfolio company:**

- Current headcount by employment category
- AI systems currently deployed, by category and vendor
- AI systems planned for deployment within 24 months, by category and vendor
- Any AI deployments that have resulted in workforce reduction in the preceding 36 months, with a detailed accounting of affected workers
- Investment agreement terms, including all management incentive plans, earn-out provisions, operational covenants, and governance requirements — submitted in full, not summarized

#### **For the investor:**

- Complete fund structure and beneficial ownership
- Names of all portfolio companies with U.S. operations
- Any foreign ownership interests in the fund exceeding 5%
- Any government designations, sanctions, or enforcement actions involving the investor or its principals in any jurisdiction

HACO will conduct risk-based audits of submitted materials and will conduct independent verification audits of a random sample of not less than 20% of submissions per year.

### **3.2 Investment Agreement Review**



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HACO will review all investment agreement terms submitted under the portfolio audit requirement. Terms found to violate Section 5.3 of the EO will be declared void and unenforceable. The investor will be notified and given 60 days to amend the agreement. Failure to amend within 60 days constitutes a separate violation subject to civil penalties.

HACO will publish an annual Investment Agreement Review Report identifying the categories of prohibited terms most commonly found in submitted agreements, without identifying specific investors or portfolio companies. This report will inform Congress, the public, and future regulatory guidance.

### 3.3 The Hardship Exemption: HACO Review Process

When a portfolio company applies for the hardship exemption, HACO will:

**Step 1 — Completeness review (5 business days).** HACO reviews the application for completeness and notifies the applicant of any missing materials. The 30-day review clock begins when a complete application is received.

**Step 2 — Auditor selection (5 business days).** HACO selects an independent certified public accountant from a pre-qualified panel to conduct the financial audit. The auditor is selected by HACO. The applicant has no role in the selection.

**Step 3 — Financial audit (15 business days).** The HACO-selected auditor reviews three years of financial statements, tax filings, and supporting documentation to verify: the existence and duration of net operating losses; whether all other cost-reduction measures have been exhausted; and whether the losses are consistent with market conditions or suggest engineered financial outcomes.

**Step 4 — Anti-manipulation review (5 business days).** HACO reviews the applicant's corporate history, acquisition timeline, PE ownership history, and any pending sale, merger, or IPO discussions to assess the presumptive ineligibility conditions and the anti-manipulation certification.

**Step 5 — Determination (by Day 30 or Day 10 for emergency requests).** HACO issues a written determination granting or denying the exemption, with full reasoning. Denials may be appealed to the Secretary of Labor within 15 days.

### 3.4 Acquisition Certification Process



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No PE firm or institutional investor may acquire a controlling or significant ownership interest in any U.S. operating company without first submitting to HACO:

- A complete description of the proposed acquisition, including the purchase price, ownership structure, and proposed investment agreement terms
- Certification that the acquisition will not result in AI-driven workforce reduction
- Certification that no investment agreement term of the kind prohibited by Section 5.3 will be imposed
- Acceptance of joint and several liability for violations committed by the acquired entity during the ownership period
- Disclosure of any AI deployment plans for the target company within 36 months of acquisition

HACO will render a determination within 30 days. Acquisitions completed without certification are voidable.

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## PART IV: FOREIGN OWNERSHIP REVIEW PROCESS

### 4.1 Tier One Review: Foreign Government-Connected Entities

HACO, in coordination with the Committee on Foreign Investment in the United States (CFIUS) and the Office of the Director of National Intelligence, will maintain a Foreign Government AI Deployment Registry listing all entities known or suspected to be owned, controlled, directed, or materially influenced by any foreign government. This registry and the prohibitions it enforces apply with full force in all U.S. territories and possessions. Given the particular strategic significance of certain territorial assets — Puerto Rico's pharmaceutical and healthcare manufacturing infrastructure, Guam's role in Pacific military communications and logistics, the U.S. Virgin Islands' financial services sector, and the Northern Mariana Islands' position in Pacific trade routes — HACO will conduct enhanced monitoring of foreign government-connected AI activity in these jurisdictions as a priority matter.

Any person may petition HACO to review a specific entity's status. HACO will render a determination within 60 days of a complete petition. Determinations are based on the conduct-and-structure definition of Section 6.2 of the EO — not on any government list or diplomatic classification.



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Entities found to meet the definition of Tier One are immediately prohibited from AI deployment in the United States and must divest any existing arrangements within 180 days.

### **4.2 Tier Two: US AI Deployment License Process**

A foreign privately-owned entity seeking a US AI Deployment License must submit to HACO:

#### **Application Package:**

- Full corporate structure and beneficial ownership chart, tracing ownership to ultimate beneficial owners
- Proposed US subsidiary structure, including articles of incorporation and bylaws
- Names, citizenship, and financial disclosure forms for all proposed US subsidiary board members
- Technical architecture documentation demonstrating data sovereignty compliance — specifically, that all U.S.-generated data is stored on physically U.S.-located servers and is not accessible by the foreign parent
- Technical documentation of the government override capability, including a demonstration that the AI system can be suspended within 24 hours of a government directive without foreign parent cooperation
- Proposed data access and licensing agreements between the US subsidiary and the foreign parent, demonstrating no parent override capability

**License Review (60 days):** HACO will conduct an independent technical audit of the data sovereignty and override capability claims. HACO may engage the Cybersecurity and Infrastructure Security Agency (CISA) for technical review. HACO will conduct background reviews of all proposed US subsidiary board members.

**License Conditions:** Licenses are issued with specific conditions tailored to the applicant's structure and AI deployment scope. Standard conditions include quarterly data sovereignty certifications, annual board certification of non-interference, and immediate notification of any material change in the foreign parent's ownership, government relationships, or financial condition.

**License Revocation:** HACO may revoke a license at any time, without advance notice, upon:

- Any violation of license conditions
- Any material change in the foreign parent's ownership or government relationships
- Any development HACO determines creates a national security concern



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- Any change in the governing administration of the country in which the foreign parent is based that HACO, in coordination with the Director of National Intelligence, determines materially changes the risk profile of the license

Upon revocation, the licensee has 30 days to cease all AI deployment activities in the United States.

### 4.3 Tier Three: Minority Foreign Ownership Registration

Entities with 5% or more minority foreign private ownership must register with HACO within 90 days of enactment or within 30 days of any transaction that brings foreign ownership to or above 5%. Registration requires:

- Disclosure of the identity, nationality, ownership percentage, and any government affiliations of all foreign minority owners
- Annual certification that no foreign minority owner has exercised or attempted to exercise operational influence over the AI system's U.S. deployment
- Immediate notification within 30 days of any material change in foreign ownership or any communication from a foreign owner touching on the system's U.S. operation

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## PART V: GOVERNMENT WORKER PROTECTION IMPLEMENTATION

### 5.1 Federal Agency AI Deployment Review Process

No federal agency may deploy any AI system in any function covered by Section 11.2 of the EO — in any state, territory, or possession of the United States — without first obtaining approval from the Office of Personnel Management (OPM) and HACO jointly. Federal agencies operating in U.S. territories are subject to identical requirements as those operating in the fifty states. The approval process requires:

- A Human-AI Collaboration Plan satisfying all requirements of Section 2.2 above
- Certification that the deployment will not result in any reduction in the agency's authorized civilian workforce
- Certification that the AI system will not be used to perform any function assigned by law to human public servants



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- A plan for continuous human oversight of all AI outputs by a designated federal employee with full override authority

OPM and HACO will issue joint Federal AI Deployment Standards within 180 days of enactment, establishing binding requirements for AI deployment in the federal government.

## 5.1.1 Territorial Government Worker Protection

The governments of Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa are separately recognized as governmental entities whose workers receive the full protection of Section 11.2 of the EO. No AI system may replace any worker employed by a territorial government in any function involving the exercise of governmental authority, direct public service, law administration, or any function assigned to human public servants.

HACO will provide dedicated technical assistance to each territorial government within 180 days of the EO's effective date, including:

- Territory-specific implementation guidance tailored to the size and structure of each territorial government workforce
- Training for territorial government compliance officers
- A streamlined Human-AI Collaboration Plan submission process for territorial government entities
- Direct HACO liaison assignments for each territory

With respect to American Samoa, where residents hold U.S. national status, the government workforce protection provisions of this policy apply on identical terms. No worker employed by the American Samoan government is excluded from protection on the basis of citizenship or nationality classification.

## 5.2 Federal Contractor Compliance

All federal contracts entered into after the date of enactment must include a standard clause requiring contractor compliance with Section 11.3 of the EO. Existing contracts will be amended to include this clause at the next available modification opportunity.

The Federal Acquisition Regulation (FAR) Council is directed to promulgate a final rule within 180 days incorporating these requirements into the FAR.



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Federal contractors found in violation of the prohibition will have their contracts terminated for default, will be disqualified from future federal contracting for a period of not less than three years, and will be listed in the Corporate AI Violation Public Registry.

### 5.3 The Public Manipulation Prohibition: Enforcement

The prohibition on using AI to manipulate the beliefs, behaviors, or political views of the American public is enforced through a combination of:

- **Internal agency compliance officers** designated at each federal agency, responsible for reviewing AI deployments for compliance with Section 11.4 of the EO
- **Inspector General oversight** — each agency Inspector General will include AI manipulation compliance in annual audit plans
- **Congressional reporting** — HACO will submit an annual report to Congress on agency AI deployments, including a specific assessment of compliance with Section 11.4
- **Whistleblower protections** — the full whistleblower protections of Section 13 apply to any employee who reports a violation of Section 11.4

## PART VI: ENFORCEMENT FRAMEWORK

### 6.1 The Enforcement Hierarchy

This policy is enforced through a coordinated multi-agency structure:

Agency	Primary Enforcement Role
HACO (Dept. of Labor)	Central coordination, plan approval, audit, registry, whistleblower rewards
Dept. of Justice	Criminal referrals, antitrust enforcement, IEEPA criminal penalties
Federal Trade Commission	Unfair competition enforcement, PE investment agreement violations
Securities and Exchange Commission	Public company disclosure requirements, investor fraud
Dept. of Labor — Wage and Hour	Worker protection enforcement, back pay, reinstatement



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<b>CFIUS</b>	Foreign government ownership review, divestiture enforcement
<b>CISA</b>	Technical review of foreign-owned AI system security
<b>OPM</b>	Federal government worker protection

Agencies will execute a formal coordination agreement within 90 days of enactment establishing referral protocols, information sharing procedures, and joint enforcement standards.

## 6.2 Penalty Schedule

Violation	Civil Penalty	Additional Consequences
AI deployment without approved HACO plan	\$50,000–\$100,000 per month of non-compliant deployment	Mandatory plan submission within 30 days
Material reduction in headcount following AI deployment	\$100,000–\$500,000 per affected worker	Mandatory reinstatement + back pay
Investment agreement violation (prohibited automation clause)	\$500,000 per prohibited clause per portfolio company	Clause declared void; investor audit required
PE firm failure to submit portfolio audit	\$250,000 per month of non-compliance	Disqualification from federal contracting
Prohibited acquisition without certification	Acquisition voidable; \$1,000,000 penalty	PE firm disqualified from future acquisitions pending compliance
Foreign government-owned AI deployment in U.S.	\$1,000,000+ per violation (no maximum)	Immediate shutdown order; criminal referral
Failure to divest prohibited foreign arrangement	\$500,000 per month beyond divestiture deadline	Criminal referral for officers
Retaliation against whistleblower	\$500,000 per affected whistleblower	Reinstatement; personal liability for responsible officers
False certification in hardship exemption	Triple back pay, benefits, severance for all displaced workers	5-year federal contracting disqualification; criminal referral
Government worker replacement	\$500,000 per affected worker	Contract termination; 3-year debarment



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<b>Failure to self-report known violation</b>	Double the applicable civil penalty	—
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### 6.3 Criminal Referral Standards

HACO will refer matters to the Department of Justice for criminal prosecution when:

- An entity knowingly made a false statement in any certification, plan, audit submission, or application submitted under this policy (18 U.S.C. § 1001)
- An entity willfully and knowingly violated the foreign government prohibition with knowledge of the ownership structure (50 U.S.C. § 1705)
- An entity engaged in a coordinated scheme with other entities — including coordination among PE firms, institutional investors, or AI vendors — to evade the requirements of this policy (18 U.S.C. § 371 — conspiracy)
- An entity retaliated against a whistleblower through threats, termination, or adverse employment action (18 U.S.C. § 1513)
- Any officer, director, or investor directed or orchestrated a violation knowing it constituted a violation

### 6.4 Private Right of Action

Any worker or group of workers who has suffered displacement, coercion, surveillance abuse, or wage manipulation in violation of this policy may bring a civil action in federal district court. Prevailing plaintiffs are entitled to:

- Back pay for the full period of displacement
- Reinstatement to a comparable role
- Compensatory damages for economic harm resulting from displacement
- Punitive damages of up to three times compensatory damages for willful violations
- Attorney's fees and litigation costs

Workers bringing private actions need not exhaust administrative remedies before filing suit, though HACO coordination is encouraged.

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## PART VII: WORKER RIGHTS AND TRANSITION SUPPORT



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## 7.1 The 120-Day Notice Requirement

Written notice of displacement must be provided to each affected worker not less than 120 days before the displacement takes effect. These requirements apply to all workers in all U.S. jurisdictions, including all territories and possessions. The notice must:

- Identify the specific AI system being deployed and the employment category affected
- State the expected date of displacement
- Describe all transition support the worker is entitled to receive
- Identify the HACO contact information for the worker to report any compliance violation
- Be provided in the primary language of the worker, which in Puerto Rico shall include Spanish as a primary language option, and in other territories shall include languages appropriate to the local workforce

## 7.2 Retraining Program Standards

Employer-funded retraining must meet the following minimum standards:

- Duration: not less than 12 months of full program participation
- Field: the worker's choosing, with no restriction on field or credential type
- Cost: fully covered by the employer, including tuition, fees, books, and materials
- Income continuity: the worker continues to receive the transition stipend throughout the retraining period
- Placement support: the employer must provide job placement assistance for not less than 6 months following completion of the retraining program

Employers may satisfy the retraining requirement through partnerships with accredited educational institutions, registered apprenticeship programs, community college systems, or employer-operated training facilities that meet HACO certification standards.

## 7.3 Health Insurance Continuation

Health insurance must be maintained for the worker and immediate family for not less than 24 months following displacement. "Immediate family" means spouse or domestic partner and dependent children. The coverage must be substantially equivalent to the coverage the worker received while employed. Employers may not substitute marketplace coverage or COBRA (with employee premium responsibility) for the employer-funded coverage required by this policy.

## 7.4 Transition Stipend



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The transition stipend is payable in the same manner and on the same schedule as the worker's prior salary:

- **Months 1–12:** 100% of the worker's most recent annual base compensation, divided into regular pay periods
- **Months 13–24:** Not less than 50% of the worker's most recent annual base compensation, divided into regular pay periods

"Annual base compensation" means the worker's base salary or wages, not including variable compensation, bonuses, or equity awards. Workers who receive substantial variable compensation may petition HACO for inclusion of a portion of variable compensation in the base calculation.

## 7.5 The National AI Transition Fund

The National AI Transition Fund provides supplemental support to workers displaced in sectors where direct employer enforcement is not immediately practicable — including in cases where an employer becomes insolvent before fulfilling its transition obligations, or where enforcement delays prevent timely payment.

The Fund is financed by a 1% assessment on the gross U.S. revenue of all covered entities deploying AI systems. HACO will administer the Fund and will publish annual reports on Fund receipts, disbursements, and reserves.

Workers may apply to the Fund for supplemental support when: their employer has not provided required notice, retraining, health insurance, or stipend payments; their employer has become insolvent; or enforcement delays have prevented receipt of owed benefits.

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## PART VIII: WHISTLEBLOWER PROGRAM

### 8.1 How to Report a Violation

Reports may be submitted to HACO through:

- **Online portal:** A dedicated, secure reporting portal at HACO's public website, accessible without creating an account



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- **Phone hotline:** A toll-free, 24-hour reporting line staffed by trained HACO intake officers
- **Written submission:** Mail or courier to HACO headquarters
- **Anonymous reporting:** All reporting channels support anonymous submission; anonymous reporters are eligible for financial rewards if HACO can independently verify the information and collect a penalty

## 8.2 What to Include in a Report

A complete report should include, to the extent known:

- The identity of the entity believed to be in violation
- A description of the specific conduct believed to violate this policy
- The approximate number of workers affected
- Any documentary evidence — internal communications, investment agreements, audit reports, AI deployment plans — supporting the report
- The reporter's contact information (optional, but required for reward eligibility)

## 8.3 What Happens After You Report

**Within 5 business days:** HACO will acknowledge receipt of the report and assign a case number.

**Within 30 days:** HACO will conduct a preliminary assessment to determine whether the report contains sufficient information to open a formal investigation.

**If a formal investigation is opened:** The reporter will be notified (if contact information was provided) and the full anti-retaliation protections of Section 13.3 of the EO take effect immediately.

**Upon collection of a civil penalty:** HACO will calculate the reporter's reward, notify the reporter, and issue payment within 60 days of penalty collection.

## 8.4 Protections Against Retaliation

Any adverse employment action taken against a reporter within 180 days of a report is presumed retaliatory. The employer bears the burden of demonstrating that the adverse action was taken for a legitimate, non-retaliatory reason by clear and convincing evidence.



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Retaliation claims may be filed with HACO or directly in federal district court. HACO will provide free legal representation through the Department of Labor's Office of the Solicitor for reporters who cannot afford private counsel.

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## PART IX: THE CORPORATE AI VIOLATION PUBLIC REGISTRY

### 9.1 What Is Recorded

Every entity found to have violated this policy — through an administrative determination, a court order, or a consent agreement — will be listed in the Corporate AI Violation Public Registry. The listing will include:

- The full legal name of the entity and all affiliated entities named in the violation
- The names of the PE firm or institutional investor with controlling or significant ownership interest, if applicable
- The specific nature of the violation
- The number of workers affected and the affected employment categories
- The civil penalty imposed
- The criminal referral status, if applicable
- The remediation status — whether workers have been reinstated, back pay has been paid, and transition support has been provided
- The date of the finding and the date of the listing

### 9.2 The Permanent Record

Listings in the Registry are permanent. Payment of a penalty, completion of a consent order, or subsequent compliance does not result in removal. The record of violation remains publicly accessible indefinitely.

This permanence is deliberate and essential. American workers, consumers, pension fund trustees, and elected officials deserve access to a complete and honest record of which entities have used AI to displace workers, evade accountability, or exploit foreign control points. A temporary record that expires when a fine is paid does not serve that purpose.

### 9.3 Federal Procurement Integration



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Registry data is integrated into the System for Award Management (SAM.gov) and all federal procurement databases. Any entity with an active, unresolved violation — defined as a violation for which the full penalty has not been paid and all worker remediation obligations have not been satisfied — is automatically disqualified from:

- New federal contracts of any kind
- Federal grants and cooperative agreements
- Federal loan guarantees and subsidies
- Participation in federal programs that require contractor certification

Disqualification lifts automatically when HACO certifies that the violation has been fully resolved and all worker remediation obligations have been satisfied.

## 9.4 Quarterly Public Report

HACO will publish a public quarterly report that includes:

- Total number of violations found in the quarter, by category
- Total civil penalties collected
- Total number of workers reinstated and back pay distributed
- Industries with the highest violation rates
- PE firms and institutional investors with the highest number of portfolio company violations
- Foreign ownership matters reviewed and resolved
- Whistleblower reports received and investigations opened
- Hardship exemptions applied for, granted, and denied

The report will be written in plain English, without legal or regulatory jargon, and will be freely available on HACO's public website.

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## **PART X: THE CONSTITUTIONAL AMENDMENT — PATHWAY AND PROPOSED FRAMEWORK**

### **10.1 Why a Constitutional Amendment Is Necessary**



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Executive orders can be reversed. Statutes can be amended or repealed. Regulatory agencies can be captured, defunded, or restructured. The rights established by this policy — the right to human labor, the right to human governance, the right to freedom from AI-driven manipulation — are important enough to require the permanent protection of the Constitution.

The amendment process requires two-thirds approval of both houses of Congress and ratification by three-quarters of the states. It is deliberately difficult. That difficulty is what makes it permanent.

## 10.2 Framework for Proposed Amendment Language

The Attorney General is directed to draft precise amendment language within 180 days. The following framework reflects the policy's intent and will guide the drafting process:

**Section 1 — The Right to Human Labor Consideration.** No employer subject to the laws of the United States may assign a category of work to an automated or artificial intelligence system where such assignment would eliminate human employment opportunity in that category, without first satisfying the requirements established by law to ensure that human workers in the affected category are retained, protected, and offered meaningful opportunity to perform the work with AI assistance.

**Section 2 — The Right to Human Governance.** No function of government — federal, state, or local — that involves the exercise of discretionary authority over any person, the administration or enforcement of law, or the provision of services to the public may be performed by or delegated to any artificial intelligence system or automated decision-making process without continuous oversight by a human official who is individually accountable for the outcomes of that function.

**Section 3 — The Right to Freedom from AI-Driven Workplace Manipulation.** No employer subject to the laws of the United States may deploy any artificial intelligence system for the purpose of subjecting workers to coercive productivity surveillance, algorithmic discipline, psychological manipulation, or wage manipulation inconsistent with standards established by law. No agency of government may deploy any artificial intelligence system for the purpose of manipulating the beliefs, behaviors, or political participation of the American people.

**Section 4 — National Sovereignty Over AI Control Points.** No foreign government, foreign government-directed entity, or transnational financial network operating as an instrument of foreign government control may hold operational authority over any artificial intelligence system



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deployed within the United States in sectors designated by law as critical to national security, public health, financial stability, or democratic governance.

**Section 5 — Enforcement.** The Congress shall have power to enforce the provisions of this article by appropriate legislation.

## 10.3 The Call to Congress

The Cordova administration calls on Congress to:

1. Hold public hearings on the proposed amendment within 180 days of the administration's transmittal of draft amendment language
2. Vote on the amendment within 24 months of those hearings
3. Simultaneously pursue the American Worker Protection and Human-AI Collaboration Act as the statutory framework that gives immediate legal force to these principles while the amendment process proceeds

The constitutional amendment and the statutory framework are not alternatives. They are complements. The statute acts immediately. The amendment makes the statute's principles permanent.

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## PART XI: THE BROADER VISION

### 11.1 AI as a Force for Human Growth

This policy is not anti-technology. It is pro-human.

The future this policy is protecting is one in which a nurse uses AI to catch a diagnosis she might have missed. A teacher uses AI to identify a student who is struggling before the student falls behind. An engineer uses AI to find a structural flaw before it becomes a tragedy. A small business owner uses AI to compete with corporations ten times her size. A researcher uses AI to accelerate a breakthrough that might have taken a decade.

That future is not incompatible with this policy. It is what this policy is designed to create. The rule is simple: the human is still there, the human still decides, the human still benefits, and the human's job still exists. The AI is a tool. An extraordinary tool. But a tool.



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## 11.1.1 The Territories Are Part of the Vision

The five U.S. territories — Puerto Rico, Guam, the U.S. Virgin Islands, the Northern Mariana Islands, and American Samoa — are not footnotes to this policy. They are part of it. Their workers face the same displacement threats as workers in the fifty states. Their critical infrastructure faces the same foreign government acquisition risk. Their government workers deserve the same democratic accountability protections.

The territorial inclusion in this policy is not merely legal compliance with the Territory Clause. It is a statement of values: if American workers deserve protection from AI-driven extraction and foreign government control, then every American worker — in every American jurisdiction, regardless of whether that jurisdiction has full electoral representation in Congress — deserves that same protection.

The technical assistance provisions, the territory-specific HACO guidance, and the language accommodation requirements are recognition that implementation must be tailored to the distinct characteristics of each territory. Equal protection does not mean identical implementation. It means every worker is covered, every control point is closed, and no territory becomes an unprotected back door into American infrastructure.

## 11.2 Global Collaboration on Human Terms

This policy draws hard lines around foreign government control of American AI infrastructure. It does not draw lines around foreign people, foreign innovation, or global collaboration.

The Cordova administration's vision for AI governance is ultimately collaborative — built on the recognition that every country's people are trying to do their best in a world that is moving very fast, that the extractive financial networks that exploit American workers also exploit workers everywhere else, and that the most powerful response to those networks is not national isolation but international cooperation around a shared principle: **human beings are not costs to be optimized. They are the purpose.**

The Three-Tier Framework for foreign AI deployment is designed to allow foreign innovation to participate in American markets — under conditions that protect American sovereignty and American workers. It is not a wall. It is a door with a lock that the United States controls.

The constitutional amendment process, the whistleblower protections, the public registry, the call for congressional action — all of these are invitations to the American democratic process to do



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what it is designed to do: make choices, on the record, accountable to the people who will live with the consequences.

That is the vision. AI as a tool of human advancement, governed by human beings, accountable to human beings, serving human beings.

Not the other way around.

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## **PART XII: EXTRATERRITORIAL EFFECTS AND OFFSHORE CIRCUMVENTION FRAMEWORK**

### **12.1 The Jurisdictional Principle**

The jurisdictional foundation of this policy's extraterritorial reach is the effects test — the same principle that has governed the extraterritorial application of U.S. antitrust law since the Supreme Court's decision in *Hartford Fire Insurance Co. v. California* (1993) and the extraterritorial application of U.S. securities law under the Dodd-Frank Act's amendments to the Securities Exchange Act. The principle is straightforward: where foreign conduct produces direct, substantial, and reasonably foreseeable effects in the United States, U.S. law applies to that conduct.

This policy applies that principle to AI-driven harm to American workers. The physical location of the AI system, the nationality of the entity operating it, and the corporate structure through which it is deployed are all irrelevant to jurisdiction. The question is whether the system's effects reach American workers. If they do, this policy reaches the system.

### **12.2 HACO Extraterritorial Enforcement Process**



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When HACO identifies a potential extraterritorial violation — a foreign-domiciled investor directing AI displacement, an offshore AI system managing American workers, or a U.S. entity routing AI operations abroad — HACO will:

**(Step 1 — Effects Assessment, 30 days):** Document the specific effects on identified American workers, including headcount changes, compensation impacts, and working condition alterations attributable to the AI system at issue.

**(Step 2 — Entity Identification, 30 days):** Identify all entities in the operational and ownership chain of the AI system — from the U.S. portfolio company or operating entity up through the PE firm, institutional investor, and any foreign parent — and all entities with U.S.-accessible assets.

**(Step 3 — Jurisdiction Determination, 15 days):** Confirm that the effects test is satisfied and document the legal basis for extraterritorial jurisdiction, including the specific Sherman Act, IEEPA, or other statutory authority invoked.

**(Step 4 — Enforcement Referral):** Refer to DOJ Antitrust Division for foreign conduct producing antitrust effects; to the FTC for unfair competition conduct; to OFAC/Treasury for IEEPA asset freeze proceedings against foreign entities; and to the State Department for mutual legal assistance treaty requests where applicable.

**(Step 5 — U.S. Asset Identification):** Coordinate with the Department of the Treasury to identify U.S.-accessible assets of foreign entities in violation — including U.S. bank accounts, U.S. real property, U.S. securities holdings, and U.S. dollar-denominated financial instruments — for potential freeze and enforcement action.

## 12.3 Offshore Circumvention Detection

HACO will maintain a dedicated Offshore Circumvention Detection Unit responsible for:

- Monitoring corporate restructuring transactions, offshoring arrangements, and AI vendor changes by covered entities that suggest evasive intent
- Reviewing SEC filings, CFIUS notices, and foreign investment disclosures for evidence of AI operational migration designed to reduce HACO jurisdiction
- Coordinating with the IRS, FinCEN, and foreign tax authorities through information sharing agreements to trace AI operational structures through corporate layers
- Maintaining a public Offshore Circumvention Watch List of entities under active investigation for offshore evasion, updated quarterly



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Any U.S.-accessible assets of an entity found to have engaged in offshore circumvention are subject to HACO lien pending resolution of the violation.

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## PART XIII: AI-DRIVEN FINANCIAL MARKET EXPLOITATION — IMPLEMENTATION FRAMEWORK

### 13.1 The Regulatory Coordination Structure

Enforcement of Section 15 of the EO and Section 16 of the Act requires coordination among multiple existing regulatory agencies. Within 90 days of the EO's effective date, HACO will execute formal coordination agreements with:

- **Securities and Exchange Commission (SEC):** Joint enforcement of AI system registration requirements, disclosure obligations, and algorithmic trading manipulation prohibitions
- **Commodity Futures Trading Commission (CFTC):** Joint enforcement of AI-driven commodity market manipulation, including food and energy markets
- **Consumer Financial Protection Bureau (CFPB):** Joint enforcement of AI-driven predatory lending, credit targeting, and consumer financial exploitation
- **Department of Labor — ERISA Division:** Joint enforcement of AI-driven pension and retirement fund extraction
- **Department of Justice — Antitrust Division:** Priority prosecution of algorithmic price coordination in essential goods markets
- **Federal Trade Commission:** Unfair competition enforcement against AI-driven market manipulation

### 13.2 The AI Financial System Registry

The SEC, in coordination with HACO, will establish an AI Financial System Registry within 90 days of the EO's effective date. The Registry will:

- Maintain a publicly searchable database of all registered AI financial systems, including their functions, the entities operating them, and their compliance status



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- Flag AI systems operating in essential goods markets — housing, food, energy, healthcare, insurance — for enhanced monitoring
- Track foreign ownership interests in AI vendors serving U.S. financial institutions
- Identify AI systems operating in multiple markets simultaneously — where a single algorithmic architecture affects housing prices, insurance rates, credit access, and employment simultaneously — as presenting systemic risk requiring enhanced regulatory attention

## 13.3 Algorithmic Price Coordination Enforcement

The DOJ Antitrust Division will establish a dedicated AI Price Coordination Task Force within 180 days of the EO's effective date. The Task Force will:

- Maintain a watch list of AI pricing platforms used by competing providers in essential goods markets
- Conduct market analysis to identify pricing patterns consistent with algorithmic coordination
- Pursue civil and criminal antitrust enforcement against entities using shared AI systems to coordinate prices in essential goods markets
- Issue public guidance on the legal standards applicable to AI pricing systems in competitive markets, making clear that emergent coordination through shared algorithms is treated identically to explicit price-fixing agreements

The Sherman Act per se standard — which eliminates the need to prove competitive harm and presumes illegality — applies to horizontal price coordination among competitors regardless of whether that coordination is achieved through human agreement or shared algorithmic architecture.

## 13.4 ERISA AI Fiduciary Standards

The Department of Labor will issue updated ERISA fiduciary guidance within 180 days of the EO's effective date establishing:

- The standard of care applicable to AI systems making or influencing investment decisions for retirement assets: genuine human oversight by a qualified fiduciary who is personally accountable for the AI system's outputs
- Disclosure requirements for plan participants: any AI system influencing the management of their retirement assets must be disclosed in plain language, including its functions, its vendor, and any foreign ownership in the vendor



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- Prohibited transaction rules applicable to AI systems that direct retirement assets into vehicles where the AI vendor, the AI trainer, or affiliated entities have financial interests
- Enforcement procedures for AI-driven ERISA breaches, including civil penalties, plan restoration orders, and criminal referral for willful violations

## 13.5 The Sovereignty Principle in Practice

The sovereignty principle of Section 15.6 of the EO is not rhetorical. It is operational. It means:

**Market access is conditional.** Any financial actor — domestic or foreign — that deploys AI in U.S. markets in violation of this policy loses access to those markets. This includes: SEC registration revocation for registered entities; CFTC trading privilege suspension; federal banking license consequences for regulated financial institutions; and HACO-coordinated asset freeze for foreign entities without U.S. regulatory registration.

**Human accountability is non-negotiable.** Every AI system operating in U.S. financial markets must have an identified human fiduciary who is personally accountable for its outputs. "The algorithm decided" is not a legal defense for any financial outcome. The human who deployed the algorithm decided.

**American workers created this value.** The productivity gains that U.S. financial markets reflect were generated by American workers. The capital that flows through those markets was accumulated from the labor of American workers. Financial actors who use AI to extract that value from the workers who created it — rather than to create new value alongside those workers — are parasitic on the system they claim to serve. This policy treats that conduct as what it is.

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## PART XIV: THE COMPLETE FRAMEWORK — SUMMARY

This policy addresses a single, unified threat that manifests in multiple forms: the use of artificial intelligence — by financial actors, foreign governments, domestic corporations, and offshore structures — as an instrument of extraction rather than human advancement.

The complete framework rests on five pillars:



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**Pillar One — The Human-AI Collaboration Mandate.** AI augments. It does not replace. The permanent headcount floor, the worker coercion prohibition, and the Human-AI Collaboration Plan requirement together ensure that every AI deployment in American workplaces serves American workers rather than eliminating them.

**Pillar Two — Financial Actor Accountability.** Private equity firms and institutional investors face a structural prohibition on AI-driven displacement, mandatory portfolio audits, void automation clauses, joint and several liability, and a complete ban on predatory AI financial operations. The extraction model is regulated out of existence.

**Pillar Three — National Sovereignty Over AI Control Points.** The Three-Tier Framework — absolute prohibition on foreign government AI, licensing requirements for foreign private AI, and disclosure requirements for minority foreign ownership — ensures that no foreign government or foreign financial network can use AI deployment in the United States as an instrument of control. The generational principle: the control point is permanent, the relationship is not.

**Pillar Four — Extraterritorial Reach.** The effects test, the offshore circumvention prohibition, the foreign investor accountability rule, and the extraterritorial enforcement directive together ensure that no offshore structure, no foreign domicile, and no geographic arbitrage places AI-driven harm to American workers outside the reach of American law.

**Pillar Five — Democratic Accountability.** The government worker protection, the public manipulation prohibition, the Corporate AI Violation Public Registry, the whistleblower program, the constitutional amendment call, and the sovereignty principle together ensure that AI in America serves democracy rather than undermining it. An informed public. Accountable government. Permanent records of violation. The democratic process equipped to do what it was designed to do.

These five pillars together constitute a complete answer to the question this generation must answer: **who controls AI, for whose benefit, and at whose expense?**

This policy's answer is unambiguous. American workers control AI in American workplaces. The American people govern AI in American financial markets. The American government — not foreign governments, not financial networks, not offshore structures — holds sovereignty over AI deployed in American critical infrastructure. And AI serves human beings. Not the other way around.



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## **PART XV: THE PERMITTED DEPLOYMENT MODEL — IMPLEMENTATION FRAMEWORK**

### **15.1 HACO Certification Process for Permitted Deployment Entities**

Any entity seeking certification as a Permitted Deployment Entity must submit to HACO:

#### **Application Requirements:**

- Complete legal documentation of the entity's ownership structure, governance documents, and operating mandate
- For worker-owned cooperatives: bylaws demonstrating worker ownership and democratic governance; financial statements showing worker distribution of profits
- For nonprofits: IRS determination letter; financial statements demonstrating no private profit distribution; mission documentation
- For owner-operated small businesses: documentation of owner's active operational role; certification of no external investor ownership; current employee count
- For Public Benefit Corporations: articles of incorporation including PBC provisions; documentation of stakeholder enforcement rights; governance records demonstrating benefit obligations have overridden shareholder return in at least one documented decision

**Review Timeline:** HACO renders certification determinations within 60 days of a complete application.

**Certification Conditions:** Certification is valid for two years and subject to revocation upon finding of violation of this policy, material change in ownership or governance structure, or conversion away from the qualifying entity type.



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**Public Registry of Certified Entities:** HACO maintains a public registry of all certified Permitted Deployment Entities, updated within 30 days of any certification, renewal, or revocation.

## 15.2 The Mandate Test in Enforcement

When HACO assesses whether an entity is in the Permitted or Restricted Deployment Class, the following factors are considered:

- **Legal obligation:** Does the entity's governing law legally require it to prioritize financial return to owners above worker, community, animal, and ecological welfare? If yes, it operates under an extractive mandate.
- **Governance structure:** Who has ultimate decision-making authority? Do workers, communities, or ecological stakeholders have legally enforceable rights to override financial return decisions? If not, the mandate is extractive.
- **Incentive architecture:** Are the people making AI deployment decisions compensated primarily on the basis of financial return? If yes, the extractive mandate is structurally present regardless of stated intentions.
- **Ownership structure:** Do external investors — whose primary interest is financial return — hold controlling or significant ownership? If yes, their mandate flows through the entity's governance.

**The burden of proof runs to the entity.** Every entity is presumed to operate under an extractive mandate until it demonstrates otherwise to HACO's satisfaction. Voluntary commitments, ESG ratings, and public statements of values are not evidence of a non-extractive mandate. Legally binding obligations enforceable by affected stakeholders are.

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## PART XVI: ANIMAL AND ECOLOGICAL PROTECTION — IMPLEMENTATION FRAMEWORK

### 16.1 The Council on Environmental Quality Coordination

HACO will execute a formal coordination agreement with the Council on Environmental Quality (CEQ) within 90 days of the EO's effective date establishing:

- Joint Environmental and Animal Welfare Impact Assessment review procedures



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- Shared database of AI systems deployed in extraction industries
- Coordination with EPA, NOAA Fisheries, U.S. Fish and Wildlife Service, USDA Animal and Plant Health Inspection Service, and the Bureau of Land Management for sector-specific enforcement
- Protocols for expedited review when a proposed AI deployment presents imminent ecological risk

## 16.2 The Sustainable Yield Standard

For purposes of Section 17 of the EO and Section 17 of the Act, "scientifically established sustainable yield limits" are determined by reference to:

- NOAA Fisheries maximum sustainable yield determinations for marine species
- U.S. Forest Service allowable sale quantity determinations for timber
- USDA Natural Resources Conservation Service soil health benchmarks
- EPA water quality standards under the Clean Water Act
- State wildlife agency population management thresholds, where more protective than federal standards
- Peer-reviewed scientific consensus where no regulatory standard exists

AI systems deployed in extraction industries must treat these limits as hard constraints — parameters the system cannot optimize around — not as factors to be considered alongside financial return targets. Any AI system whose optimization function can generate a recommendation to exceed a sustainable yield limit is by definition not treating that limit as a hard constraint and is in violation of this policy.

## 16.3 Animal Welfare Standards in AI Systems

For agricultural AI systems, legally binding animal welfare standards means, at minimum:

- Space requirements consistent with the Five Freedoms framework (freedom from hunger and thirst; freedom from discomfort; freedom from pain, injury or disease; freedom to express normal behavior; freedom from fear and distress)
- Veterinary oversight requirements that cannot be reduced by AI recommendation without a licensed veterinarian's authorization
- Prohibition on AI systems that adjust confinement density, feed restriction, or lighting cycles beyond welfare thresholds for production optimization purposes



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HACO, in coordination with USDA APHIS, will publish binding Agricultural AI Welfare Standards within 180 days of the EO's effective date.

## 16.4 Ecological Restoration Obligations

When an entity is found in violation of Section 17 and mandatory restoration is ordered, the restoration obligation includes:

- Independent ecological baseline assessment conducted by a HACO-selected environmental scientist
- A restoration plan reviewed and approved by CEQ and HACO
- Third-party monitoring of restoration progress at the entity's expense
- Completion benchmarks with civil penalties for missed milestones
- A minimum restoration bond equal to 150% of estimated restoration costs posted before the entity may resume any operations in the affected area

Restoration is not complete until the HACO-selected independent assessor certifies that the affected ecosystem, animal population, or habitat has returned to pre-violation baseline conditions. Partial restoration does not satisfy the obligation.

## 16.5 The Broader Framework — Five Pillars, One Principle

This complete policy framework rests on a single governing principle that runs through every provision, every definition, every enforcement mechanism, and every implementation standard:

**Life is not a resource to be extracted for financial return.**

That principle applies to human workers. It applies to animals. It applies to the living systems — soil, water, forests, fisheries, pollinators, ecosystems — that sustain all life. And it applies across time: to the people, animals, and ecosystems that will exist in this country twenty, fifty, and one hundred years from now, who have no voice in today's regulatory proceedings but whose inheritance is being determined by the choices made in them.

The extractive mandate — the financial structure that drives human displacement, animal suffering, and ecological destruction simultaneously — is the common cause that this policy addresses at the root. Not symptom by symptom. Not sector by sector. At the root.

AI is the most powerful tool humanity has ever built for either purpose — for creation or for extraction, for human advancement or for human replacement, for ecological restoration or for



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ecological acceleration of collapse. This policy makes the choice. AI serves life. In every jurisdiction. For every worker. For every animal. For every ecosystem. Without exception. Without expiration. Without a financial carve-out.

That is what this administration stands for. That is what this policy does. And that is what the American people — and the natural world they inhabit — deserve.

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