

First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

PREAMENDED

*This Unofficial Version Includes Committee
Amendments Not Yet Adopted on Second Reading*

LLS NO. 25-0369.01 Josh Schultz x5486

HOUSE BILL 25-1212

HOUSE SPONSORSHIP

Rutinel and Soper,

SENATE SPONSORSHIP

(None),

House Committees
Judiciary

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING PUBLIC SAFETY PROTECTION FROM THE RISKS OF**
102 **ARTIFICIAL INTELLIGENCE SYSTEMS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill prohibits a developer that has trained a foundation artificial intelligence model (foundation model) from preventing a worker from, or retaliating against a worker for, disclosing or threatening to disclose information to the developer, the attorney general, or appropriate state or federal authorities if the worker has reasonable cause to believe the information indicates one of the following:

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

- The developer is out of compliance with law applicable to public safety or security;
- The developer's activities pose a substantial risk to public safety or security, even if the developer is not out of compliance with any law; or
- The developer has made false or misleading statements concerning public safety or security or concerning the developer's management of risks to public safety or security.

A developer must provide notice to all workers working on a foundation model of the workers' rights and responsibilities under the bill.

The bill requires a developer to create and provide an internal process through which a worker may anonymously disclose information to the developer regarding a risk to public safety or security enabled by the developer's foundation model. The developer shall provide a monthly update to the worker who made the disclosure regarding the status of the developer's investigation of the disclosure and the actions taken by the developer in response to the disclosure.

An aggrieved worker may commence a civil action in district court against a developer for a violation of the bill. A court may order relief against a developer that is found to have violated the bill, including:

- Reinstatement or rehiring of a worker, with or without back pay;
- The greater of either \$10,000 or any lost pay resulting from the violation;
- Punitive damages; and
- Reasonable attorney fees to an aggrieved worker.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** article 13.6 to
3 title 8 as follows:

ARTICLE 13.6

Whistleblower Protections for Workers

Working in Artificial Intelligence

8-13.6-101. Definitions. AS USED IN THIS ARTICLE 13.6, UNLESS
8 THE CONTEXT OTHERWISE REQUIRES:

9 (1) "ARTIFICIAL INTELLIGENCE" HAS THE SAME MEANING AS
10 "ARTIFICIAL INTELLIGENCE SYSTEM" AS SET FORTH IN SECTION 6-1-1701

1 (2).

2 [REDACTED]

3 (2) "FOUNDATION MODEL" MEANS AN ARTIFICIAL INTELLIGENCE
4 MODEL THAT:

5 (a) IS TRAINED ON BROAD DATA; AND
6 [REDACTED]

7 (b) IS APPLICABLE ACROSS A WIDE RANGE OF CONTEXTS.

8 (3) "LARGE ARTIFICIAL INTELLIGENCE DEVELOPER" MEANS AN
9 ENTITY THAT:

10 (a) IS AN EMPLOYER AS DEFINED IN SECTION 8-4-101 (6) OR AN
11 ENTITY THAT CONTRACTS WITH FIVE OR MORE INDEPENDENT
12 CONTRACTORS IN THE STATE EACH YEAR;

13 (b) HAS, WITHIN THE PRECEDING FIVE YEARS, TRAINED A
14 FOUNDATION MODEL AT A COMPUTATIONAL COST OF AT LEAST TWENTY
15 MILLION DOLLARS AS MEASURED BY THE AVERAGE COST OF AN
16 EQUIVALENT AMOUNT OF CLOUD COMPUTING AT THE TIME THAT TRAINING
17 COMMENCES; AND

18 (c) HAS, WITHIN ANY TWELVE-MONTH PERIOD DURING THE
19 PRECEDING FIVE YEARS, TRAINED ONE OR MORE FOUNDATION MODELS AT
20 A TOTAL COMPUTATIONAL COST OF AT LEAST ONE HUNDRED MILLION
21 DOLLARS AS MEASURED BY THE AVERAGE COST OF AN EQUIVALENT
22 AMOUNT OF CLOUD COMPUTING AT THE TIME THAT TRAINING COMMENCES.

23 (4) "RISK TO PUBLIC SAFETY OR SECURITY" MEANS A RISK THAT A
24 FOUNDATION MODEL COULD CAUSE OR MATERIALLY ENABLE DEATH,
25 BODILY INJURY, OR DAMAGE TO PROPERTY.

26 (5) (a) "WORKER" MEANS AN INDIVIDUAL WHO PERFORMS
27 SERVICES FOR AND UNDER THE CONTROL AND DIRECTION OF A LARGE

1 ARTIFICIAL INTELLIGENCE DEVELOPER FOR WAGES OR OTHER
2 REMUNERATION.

3 (b) "WORKER" INCLUDES:

4 (I) AN EMPLOYEE AS DEFINED IN SECTION 8-4-101 (5);
5 (II) AN INDEPENDENT CONTRACTOR; OR
6 (III) A CORPORATE OFFICER.

7 **8-13.6-102. Prohibition against retaliatory action related to a
8 substantial risk to public safety or security - limitation on worker
9 contracts.** (1) A **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER** SHALL NOT

10 PREVENT A WORKER FROM, OR RETALIATE AGAINST A WORKER FOR,
11 DISCLOSING OR THREATENING TO DISCLOSE INFORMATION TO THE **LARGE**
12 **ARTIFICIAL INTELLIGENCE DEVELOPER**, THE ATTORNEY GENERAL, OR
13 APPROPRIATE STATE OR FEDERAL AUTHORITIES, INCLUDING THROUGH
14 TERMS AND CONDITIONS OF EMPLOYMENT OR SEEKING TO ENFORCE TERMS
15 AND CONDITIONS OF EMPLOYMENT, IF THE WORKER HAS REASONABLE
16 CAUSE TO BELIEVE THE INFORMATION INDICATES ONE OF THE FOLLOWING:

17 (a) THE **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER** IS OUT OF
18 COMPLIANCE WITH LAW APPLICABLE TO PUBLIC SAFETY OR SECURITY;

19 (b) THE **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER**'S ACTIVITIES
20 POSE A SUBSTANTIAL RISK TO PUBLIC SAFETY OR SECURITY, EVEN IF THE
21 **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER** IS NOT OUT OF COMPLIANCE
22 WITH ANY LAW; OR

23 (c) THE **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER** HAS MADE
24 FALSE OR MISLEADING STATEMENTS CONCERNING PUBLIC SAFETY OR
25 SECURITY OR THE **LARGE ARTIFICIAL INTELLIGENCE DEVELOPER**'S
26 MANAGEMENT OF RISKS TO PUBLIC SAFETY OR SECURITY.

27 (2) THIS SECTION DOES NOT APPLY TO A WORKER WHO DISCLOSES

1 INFORMATION:

2 (a) THAT THE WORKER KNOWS TO BE FALSE; OR
3 (b) WITH RECKLESS DISREGARD FOR THE TRUTH OR FALSITY OF THE
4 INFORMATION.

5 (3)(a) A ~~LARGE ARTIFICIAL INTELLIGENCE~~ DEVELOPER SHALL NOT
6 REQUIRE OR ATTEMPT TO REQUIRE A WORKER TO SIGN A CONTRACT OR
7 OTHER AGREEMENT THAT WOULD LIMIT OR PREVENT THE WORKER FROM
8 DISCLOSING INFORMATION ABOUT RISKS TO PUBLIC SAFETY OR SECURITY
9 OR TO OTHERWISE ABIDE BY A WORKPLACE POLICY THAT WOULD LIMIT OR
10 PREVENT SUCH DISCLOSURES.

11 (b) A CONTRACT OR AGREEMENT THAT VIOLATES SUBSECTION
12 (3)(a) OF THIS SECTION IS VOID AND UNENFORCEABLE AS CONTRARY TO
13 PUBLIC POLICY. A ~~LARGE ARTIFICIAL INTELLIGENCE~~ DEVELOPER'S
14 ATTEMPT TO IMPOSE SUCH A CONTRACT OR AGREEMENT IS AN ADVERSE
15 ACTION IN VIOLATION OF THIS ARTICLE 13.6.

16 **8-13.6-103. Written notice required.** (1) A ~~LARGE ARTIFICIAL~~
17 ~~INTELLIGENCE~~ DEVELOPER SHALL PROVIDE A CLEAR NOTICE TO ALL
18 WORKERS WORKING ON A FOUNDATION MODEL OF THE WORKERS' RIGHTS
19 AND RESPONSIBILITIES UNDER THIS ARTICLE 13.6. A ~~LARGE ARTIFICIAL~~
20 ~~INTELLIGENCE~~ DEVELOPER COMPLIES WITH THIS SECTION IF THE ~~LARGE~~
21 ~~ARTIFICIAL INTELLIGENCE~~ DEVELOPER DOES EITHER OF THE FOLLOWING:

22 (a) (I) AT ALL TIMES, DISPLAYS WITHIN ALL WORKPLACES
23 MAINTAINED BY THE ~~LARGE ARTIFICIAL INTELLIGENCE~~ DEVELOPER A
24 NOTICE TO ALL WORKERS OF THEIR RIGHTS AND RESPONSIBILITIES UNDER
25 THIS ARTICLE 13.6;

26 (II) ENSURES THAT ALL NEW WORKERS RECEIVE THE NOTICE
27 DESCRIBED IN SUBSECTION (1)(a)(I) OF THIS SECTION; AND

4 (b) AT LEAST ONCE EVERY CALENDAR YEAR, PROVIDES WRITTEN
5 NOTICE TO ALL WORKERS OF THEIR RIGHTS AND RESPONSIBILITIES UNDER
6 THIS ARTICLE 13.6 AND ENSURES THAT THE NOTICE IS RECEIVED AND
7 ACKNOWLEDGED BY ALL WORKERS.

8 **8-13.6-104. Internal reporting process.** (1) (a) A **LARGE**
9 **ARTIFICIAL INTELLIGENCE** DEVELOPER SHALL PROVIDE A REASONABLE
10 INTERNAL PROCESS THROUGH WHICH A WORKER MAY ANONYMOUSLY
11 DISCLOSE INFORMATION TO THE **LARGE ARTIFICIAL INTELLIGENCE**
12 DEVELOPER IF THE WORKER BELIEVES IN GOOD FAITH THAT THE
13 INFORMATION INDICATES THE CONDITIONS DESCRIBED IN SECTION
14 8-13.6-102 (1).

15 (b) THE INTERNAL REPORTING PROCESS MUST INCLUDE A MONTHLY
16 UPDATE TO THE WORKER WHO MADE THE DISCLOSURE REGARDING THE
17 STATUS OF THE LARGE ARTIFICIAL INTELLIGENCE DEVELOPER'S
18 INVESTIGATION OF THE DISCLOSURE AND THE ACTIONS TAKEN BY THE
19 LARGE ARTIFICIAL INTELLIGENCE DEVELOPER IN RESPONSE TO THE
20 DISCLOSURE. THE MONTHLY UPDATES MUST CONTINUE UNTIL THE MATTER
21 IS RESOLVED, AT WHICH TIME THE LARGE ARTIFICIAL INTELLIGENCE
22 DEVELOPER SHALL PROVIDE A FINAL UPDATE TO THE WORKER.

23 (2) (a) THE LARGE ARTIFICIAL INTELLIGENCE DEVELOPER SHALL
24 MAINTAIN A DISCLOSURE OR RESPONSE OF THE INTERNAL REPORTING
25 PROCESS FOR A MINIMUM OF SEVEN YEARS AFTER THE DATE WHEN THE
26 RESPONSE IS CREATED.

27 (b) AT LEAST ONCE PER QUARTER, THE LARGE ARTIFICIAL

1 INTELLIGENCE DEVELOPER SHALL SHARE EACH DISCLOSURE AND RESPONSE
2 WITH THE OFFICERS AND DIRECTORS OF THE ~~LARGE ARTIFICIAL~~
3 INTELLIGENCE DEVELOPER WHO DO NOT HAVE A CONFLICT OF INTEREST.

4 **8-13.6-105. Relief authorized.** (1) AN AGGRIEVED WORKER MAY
5 COMMENCE A CIVIL ACTION IN DISTRICT COURT AGAINST A ~~LARGE~~
6 ~~ARTIFICIAL INTELLIGENCE~~ DEVELOPER FOR A VIOLATION OF THIS ARTICLE
7 13.6.

8 (2) IN A CIVIL ACTION COMMENCED BY AN AGGRIEVED WORKER
9 UNDER THIS SECTION, THE COURT MAY ORDER AFFIRMATIVE RELIEF TO THE
10 AGGRIEVED WORKER AGAINST A ~~LARGE ARTIFICIAL INTELLIGENCE~~
11 DEVELOPER THAT IS FOUND TO HAVE VIOLATED THIS ARTICLE 13.6,
12 INCLUDING:

13 (a) REINSTATEMENT OR REHIRING OF THE WORKER, WITH OR
14 WITHOUT BACK PAY;

15 (b) THE GREATER OF EITHER:

16 (I) TEN THOUSAND DOLLARS; OR

17 (II) ANY LOST PAY RESULTING FROM THE VIOLATION, INCLUDING
18 BACK PAY IF THE AGGRIEVED WORKER IS REINSTATED OR REHired AND
19 FRONT PAY IF THE AGGRIEVED WORKER IS NOT REINSTATED OR REHired;
20 AND

21 (c) ANY OTHER EQUITABLE RELIEF THE COURT DEEMS
22 APPROPRIATE.

23 (3) (a) THE COURT MAY AWARD AN AGGRIEVED WORKER PUNITIVE
24 DAMAGES AGAINST A ~~LARGE ARTIFICIAL INTELLIGENCE~~ DEVELOPER IF THE
25 AGGRIEVED WORKER DEMONSTRATES BY CLEAR AND CONVINCING
26 EVIDENCE THAT THE ~~LARGE ARTIFICIAL INTELLIGENCE~~ DEVELOPER
27 ENGAGED IN A DISCRIMINATORY, ADVERSE, OR RETALIATORY

1 EMPLOYMENT PRACTICE WITH MALICE OR RECKLESS INDIFFERENCE TO THE
2 RIGHTS OF THE AGGRIEVED WORKER. [REDACTED]

3 (b) IN DETERMINING THE APPROPRIATE LEVEL OF DAMAGES TO
4 AWARD AN AGGRIEVED WORKER, THE COURT SHALL CONSIDER THE
5 GRAVITY OF THE RISK TO PUBLIC SAFETY OR SECURITY, THE SIZE AND
6 ASSETS OF THE ~~LARGE ARTIFICIAL INTELLIGENCE DEVELOPER~~, AND THE
7 EGREGIOUSNESS OF THE DISCRIMINATORY, ADVERSE, OR RETALIATORY
8 EMPLOYMENT PRACTICE.

9 (4) IF AN AGGRIEVED WORKER SEEKS PUNITIVE DAMAGES
10 PURSUANT TO SUBSECTION (3) OF THIS SECTION, ANY PARTY TO THE CIVIL
11 ACTION MAY DEMAND A TRIAL BY JURY.

12 (5) THE COURT SHALL AWARD REASONABLE ATTORNEY FEES TO AN
13 AGGRIEVED WORKER IF THE AGGRIEVED WORKER PREVAILS IN AN ACTION
14 BROUGHT PURSUANT TO THIS ARTICLE 13.6.

15 **8-13.6-106. No effect on other law.** THIS ARTICLE 13.6 DOES NOT
16 LIMIT PROTECTIONS PROVIDED TO WORKERS BY ANY OTHER LAW.

17 **8-13.6-107. Trade secrets.** THIS ARTICLE 13.6 DOES NOT PERMIT
18 A WORKER TO DISCLOSE A TRADE SECRET, AS DEFINED IN ~~18 U.S.C. SEC.~~
19 ~~1839(3)~~, WHEN SUCH DISCLOSURE IS PROHIBITED BY ~~18 U.S.C. SECS. 1831~~
20 ~~TO 1839~~.

21 **SECTION 2. Act subject to petition - effective date -**
22 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
23 the expiration of the ninety-day period after final adjournment of the
24 general assembly; except that, if a referendum petition is filed pursuant
25 to section 1 (3) of article V of the state constitution against this act or an
26 item, section, or part of this act within such period, then the act, item,
27 section, or part will not take effect unless approved by the people at the

1 general election to be held in November 2026 and, in such case, will take
2 effect on the date of the official declaration of the vote thereon by the
3 governor.

4 (2) This act applies to conduct occurring on or after the applicable
5 effective date of this act.